

**WORK SESSION AGENDA
FEBRUARY 6, 2018
4:00 p.m.**

1. **Agenda Review**

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
FEBRUARY 6, 2018 – 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**

1. January 16, 2018

6. **PROCLAMATIONS/PRESENTATIONS**

1. Recognition of GFOA Budget Award

2. Acknowledgement of Donation from Rotary Club for enhancements to the Rotary Disc Park in Frank Lorino.

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. 3595

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 15 (Motor Vehicles, Traffic and Parking), Chapter 1 (General Regulations), of the Morristown Municipal Code.

2. Ordinance No. 3596

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14 (Zoning and Land Use Control), Chapter 2 and Chapter 10 (Intermediate Business District) of the Morristown Municipal Code.

9. **NEW BUSINESS**

9-a. **Resolutions**

9-b. **Introduction and First Reading of Ordinances**

1. Ordinance No. _____

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 7 (Fire Protection and Emergency Medical Service) of the Morristown Municipal Code.

{Public Hearing February 20, 2018}

2. Ordinance No. _____

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

{Public Hearing February 20, 2018}

3. Ordinance No. _____

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 20 (Miscellaneous) of the Morristown Municipal Code.

{Public Hearing February 20, 2018}

4. Ordinance No. _____

An Ordinance to Amend Ordinance Number 3580, The City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2017-2018 and to Appropriate Additional Funds Totaling \$1,000,000; Necessary to Cover the Costs for the Purchase of Property within East Tennessee Progress Center and to Reclassify Funds from other appropriated line items for the Replacement of Body Worn Cameras for the Police Department.

{Public Hearing February 20, 2018}

9-c. Awarding of Bids/Contracts

1. Approval of Bid – Scoreboard Bid to Electro Mech Scoreboard Company in the amount of \$3,540 Baseball Unit Price, \$3940 Football Unit Price and \$75 carrying case for control console for each scoreboard.
2. Approval of Contract - Body Worn Cameras to Axon and allow the City Administrator to enter into a contract for the Body Worn Camera System.
3. Approval of Task Order Agreement to McGill & Associates - Bidding Functions for Phase IV Freddie Kyle Greenway Program.
4. Approval of Inspection and Maintenance Agreement (I&M) between the City of Morristown and Masengill Falls Lot 8.
5. Approval of Inspection and Maintenance Agreement (I&M) between the City of Morristown and SunTrust Branch Banking Center – Colonial Square.
6. Approval of Application for the 2018 Assistance to Firefighters Grant offered through the Federal Emergency Management Agency in the amount of \$24,970; (10% match).

9-d. Board/Commission Appointments

1. Mayor's appointment or re-appointment for a five (5) year term to the Morristown-Hamblen Housing Authority; term expiring Paulette Thomas (selected by the clientele of the MHA to be their representative) term to expire on February 15, 2023.

9-e. New Issues

1. Approval of Deed of Easement between City of Morristown, Colortech, Inc., Toyoda TRW Automotive, Inc., and Vifan USA, Inc. to grant, bargain sell, transfer and convey unto Norfolk Southern Railway Company a permanent and perpetual easement for railway purposes.
2. Approval of Package Store Certificate of Compliance for Charles Hodge and Cynthia Shoun, owners of Chuck's Package Store, LLC, 3401 West Andrew Johnson Highway.

10. CITY ADMINISTRATOR'S REPORT

1. Report on East Tennessee Human Resource Agency (ETHRA) Fixed Express Route Study.

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

Feb. 20, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Feb. 20, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Mar. 6, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Mar. 6, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Mar. 20, 2018	(Tues) 3:45 p.m.	Finance Committee Meeting
Mar. 20, 2018	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
Mar. 20, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Mar. 30, 2018	(Friday)	City Employee's Holiday Good Friday
Apr. 3, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Apr. 3, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Apr. 17, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Apr. 17, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
May 1, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
May 1, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
May 15, 2018	(Tues) 3:45 p.m.	Finance Committee Meeting
May 15, 2018	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
May 15, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
May 28, 2018	(Monday)	City Employee's Holiday Memorial Day

**WORK SESSION AGENDA
FEBRUARY 6, 2018**

- 1. Curbline Weed Control**
- 2. Sidewalk Master Plan**

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
JANUARY 16, 2018**

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 5:05 p.m., Tuesday, January 16, 2018, 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 Alvis made a motion to approve the January 2, 2018, minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Mayor Chesney read and presented a retirement proclamation to Detective Sergeant Rick Harmon. Chief Overholt presented Sgt. Harmon with his service weapon.

Mike Fishman presented the HC*Excell Strategic - Arts Build Skills Plan to Council.

Councilmember Smith made a motion to approve Ordinance No. 3595 on first reading and schedule a public hearing relative to final passage of said ordinance for February 6, 2018. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3595

An Ordinance of the City Council of Morristown, Tennessee, Amending Chapter 1 (General Regulations) of Title 15 (Motor Vehicles, Traffic and Parking) of the Morristown Municipal Code.

Councilmember Alvis made a motion to approve Ordinance No. 3596 on first reading and schedule a public hearing relative to final passage of said ordinance for February 6, 2018. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3596

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14 (Zoning and Land Use Control), Chapter 2, (Section 14-203 Definitions) and Chapter 10, (Intermediate Business.)

Councilmember Senter made a motion to approve the Request for Proposal (RFP) [LAMTPO] – SR474/Merchants Greene Blvd/SR66 Corridor Study submitted by WSP and allow the City Administrator to negotiate and enter into a contract for the study. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the Request for Proposal (RFP) - Body Worn Cameras for Police Department submitted by Axon and allow the City Administrator to negotiate and enter into a contract for the system. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the application for TNECD Fast Track Grant for Industrial Infrastructure Program at Colortech. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the contract in lieu of performance bonds for the Hamblen County-Morristown, TN Landfills, Permit Nos. SNL320000152 Original, SNL320000152 Expansion, and SWP320000235 as required by the Regulations of the Division of Solid Waste Management. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve Change Order # 1 in the amount of \$13,421.78 to Ameriseal of Ohio for Airport Crack and Seal Project; bringing project total from \$309,656 to \$323,077.78. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve declaring the following item as surplus property and authorize the transfer to Det. Rick Harmon upon retirement: One .357 sig Glock Model 31 Serial # BAXZ633 duty weapon. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the Police Departments hiring of Josh Johnston, Mason Wisecarver, Ernesto Rodriques and Kelsey Hickey as entry-level Patrol Officers. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to confirm the Police Departments disciplinary action on Lieutenant Clyde Short. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve the Certificate of Compliance for Tammy Keaton and Tracy Harrell, owners of T&T Package Store,

1764 Buffalo Trail, Morristown, TN. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney recessed the meeting for an Executive Session.

Mayor Chesney called the meeting back to order.

Councilmember Pedigo made a motion to Open the Agenda to consider purchase of property. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the purchase of property located at 1755 Howard Allen Road in the amount of \$325,000. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the purchase of property at 1725 Howard Allen Road in the amount of \$611,475. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney adjourned the January 16, 2018, City Council meeting at 5:52 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Morristown
Tennessee**

For the Fiscal Year Beginning

July 1, 2017

Christopher P. Morill

Executive Director

ORDINANCE NO. 3595

**Being an Ordinance of the City Council of Morristown, Tennessee,
Amending Title 15 (Motor Vehicles, Traffic and Parking) Chapter 1
(General Regulations) of the Morristown Municipal Code.**

Be it ordained by the City Council for the City of Morristown that the text of Section 101 of Chapter 1 of Title 15 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

“Section 15-101. – Adoption of state traffic statutes.

By the authority granted under T.C.A. §16-18-302, the City is authorized to enforce any municipal law or ordinance that mirrors, substantially duplicates or incorporates by cross-reference the language of a state criminal statute, if and only if the state criminal statute mirrored, duplicated or cross-referenced is a Class C misdemeanor and the maximum penalty prescribed by municipal law or ordinance is a civil fine not in excess of \$50.00. Additionally, pursuant to T.C.A. §55-10-307, the city is hereby authorized to adopt, by reference, and does hereby adopt, by reference, the "Rules of the Road," as codified in T.C.A. §§55-8-101—55-8-122; §§55-8-124—55-8-131; §§55-8-133—55-8-193; §55-8-199; and §55-8-207. The City hereby additionally adopts, by reference, T.C.A. §55-9-107; §55-9-202; §§55-9-401 – 55-9-406; §55-9-414; §§55-9-601—55-9-606; §§55-10-106—55-10-114; §55-12-139; §55-21-108; §55-50-311; and §55-50-311.”

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

PASSED ON FIRST READING THIS THE 16TH DAY OF JANUARY 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 6TH DAY OF
FEBRUARY 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. 3596

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING TITLE 14 (ZONING AND LAND USE CONTROL), CHAPTER 2, AND CHAPTER 10 (INTERMEDIATE BUSINESS DISTRICT) 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, 14-203 Definitions and Chapter 14, Intermediate Business District be approved as follows:

Chapter 2, 14-203 Definitions

BUSINESS, PROFESSIONAL OR GOVERNMENTAL OFFICES shall mean Structure or space wherein business services are performed involving predominantly managerial, administrative, or clerical operations such as accounting, real estate, financial consulting, manufacturers' representatives, insurance, employment services, advertising and public relations, business and other research firms, architecture, engineering, medical offices not including pain clinics or methadone treatment clinics or facilities, and others as may be determined by the staff.

ORPHANAGE means a residential institution devoted to the care of *orphans*—children whose biological parents are deceased or otherwise unable or unwilling to take care of them.

RETAIL SALES ESTABLISHMENT means a place of business which provides goods and/or services directly to the consumer which are normally purchased on premise.

THEATER means a movie or theatrical, not to include adult motion picture theater or any other type of adult entertainment establishment.

TRAILER SALES AGENCY includes agencies involved in the sale of trailers, a long platform or box with wheels used for *hauling* equipment, bulk *materials*, perishable goods and consumer items. This does not include the sale of mobile homes.

Chapter 10, IB Intermediate Business District

14-1001. IB INTERMEDIATE BUSINESS DISTRICT

This district is intended to provide for more intensive commercial activities within areas specifically designed to accommodate these activities.

14-1002. USES PERMITTED (3591-11/07/2017)

1. Accessory structures/buildings.

2. Amusement Enterprise. (3502-06/17/2014)
3. Automobile Detailing/Car Wash.
4. Automobile Rental Agencies. (2716-10/19/1993)
5. Bank.
6. Beauty Shops/Barber Shops.
7. Bed and Breakfast operations
8. Catering Services. (2851-09/17/1996)
9. Cemeteries. (2806-07/18/1995)
10. Childcare facilities with six (6) or more pupils
11. Churches, Synagogues, Temples, Parsonages and Parish Houses and other Places of Worship.
12. Convalescent and Nursing Homes, retirement homes, orphanages and assisted living facilities
13. Farm Equipment Sales
14. Mortuaries and Funeral Services (No Crematoriums)
15. Gasoline Service Station/Convenience Stores.
16. Health Salon.
17. Home Occupation.
18. Hotels and Motels
19. Laundry, Self-Service.
20. Limited Service Restaurants (3591-11/07/2017).
21. Microbreweries (3591-11/07/2017).
22. Mini-Storage Rental Warehouse Units.
23. Parking Lots and/or Parking Garages.
24. Plant and Flower Nurseries (retail and wholesale).
25. Landscaping Business
26. Private Clubs.
27. Restaurant.
28. Shopping Centers/Malls.
29. Theater
30. Trailer Sales Agency
31. Veterinarian Clinic/Hospital
32. Wholesale

14-1003. USES PERMITTED ON REVIEW (3583-8/01/2017)

1. Adult Oriented Establishments: Because adult oriented establishments have a deteriorating effect on property values, create higher crime rates in the area, create traffic congestion, and depress nearby residential neighborhood conditions these activities will only be permitted when minimum conditions can be met. (2488-11/04/1986) (3431-02/07/2012)
The following minimum conditions must be complied with for a site to be approved for adult oriented establishments:
 - a. The site shall not be less than one thousand (1,000) feet from any residentially zoned property at the time of approval for an adult entertainment activity.
 - b. The site shall not be less than one thousand (1,000) feet from any amusement catering to family entertainment.

- c. The site shall not be less than one thousand (1,000) feet from any school, daycare center, park, church, mortuary or hospital.
 - d. The site shall not be less than one thousand (1,000) feet from any area devoted to public recreation activity.
 - e. The site shall not be less than one-half (1/2) mile from any other adult entertainment business site.
 - f. Measurement shall be made from the nearest wall of the building in which the adult oriented establishment is situated to the nearest property line or boundary of the above-mentioned uses, measuring a straight line on the Morristown Zoning Map.
 - g. The site shall be located on a designated Principal Arterial street.
 - h. The site shall comply with off-road parking requirements as regulated by Section 14-216 of the Municipal Code of the City of Morristown.
 - i. Maps showing existing land use and zoning within one-quarter (1/4) mile of the proposed site should be submitted with an application for Use-on-Review approval along with site plans, surveys or other such special information as might reasonably be required by the Board of Zoning Appeals for use in making a thorough evaluation of the proposal.
2. Automobile Repair Shops.
- a. A site plan shall be submitted to meet requirements as put forth in Section 14-1903 APPROVAL OF PLANS AND ISSUANCE OF BUILDING PERMIT; and
 - b. The vehicle storage areas shall be screened from all residential use and districts with a fence a minimum six (6) feet tall. The fencing may be wood, brick, or other material that is at least 75 percent opaque.
3. Automobile Sales:
- a. A site plan shall be submitted to meet requirements as put forth in Section 14-1903 APPROVAL OF PLANS AND ISSUANCE OF BUILDING PERMIT. Traffic aisles shall meet the requirements as stated under Chapter 2, Section 14-203 Definition of Parking Aisle for one way and two-way traffic. All plans will include access as required by the Morristown Fire Department for emergency vehicles.
 - b. In addition to parking as required for in Section 14-216-3.e, a minimum of three (3) customer spaces must be provided for and identified; a minimum of fifteen (15) parking stalls must be provided for sales stock. All parking shall meet the specifications of Section 14-216-2 requiring parking stalls to be 9.5 feet by 18 feet in size.
 - c. Automobiles displayed along property lines must include a Staff approved physical barrier. New development sites require a 10-foot grassed strip along property lines which front rights-of-way. Existing or redeveloped sites may choose this option or provide a smaller grassed strip with barriers such as chain and bollard or wheelstops to prevent vehicles from encroaching into rights of way and/or prevent overlap onto adjacent properties. Either method will be shown on the site plan.
 - d. All parking to include sales stock shall be composed of a hard surface material as stipulated under Section 14-216.4 and Section 14-203.209 of the Zoning Ordinance unless granted a variance by the Planning Commission.

4. Building Materials Yards. (3573-01/03/2017)
 - a. The storage yard shall be screened from all residential use and districts with a fence a minimum six (6) feet tall. The fencing may be wood, brick, or other material that is at least 75 percent opaque.
 - b. The property shall have access from a collector or arterial street.
5. Country Clubs and Golf Courses (public or private)
 - a. The golf course consists of a minimum of eight (8) acres open space;
 - b. The clubhouse, parking, and any accessory buildings are no closer than fifty (50) feet to any property line; and
 - c. One sign shall be permitted and shall be oriented to the street giving access to the property. The size, setbacks, and any lighting restrictions shall be the same as for other nonresidential uses permitted within the applicable zone; and H. Noise and glare are to be minimized as follows: loud speakers, juke boxes, public address systems, electric amplifiers, and similar electronic devices shall not be permitted.
6. Kennel operation. (2947-06/02/1998)
 - a. Kennel operation located on a minimum two (2) acre parcel;
 - b. No structure or area occupied by animals shall be closer than five hundred (500) feet to any residential lot line; and
 - c. The outside keeping of animals shall be between the hours of 8:00 a.m. to 10:00 p.m.
7. Hospitals or Medical Campus.
 - a. The property shall have access from a collector or arterial street.
8. Methadone Treatment Clinic or Facility (3169-03/02/2004) (3431-02/07/2012)
 - a. The consideration for approval by the Board of Zoning Appeals of a methadone treatment clinic or facility shall be contingent upon the receipt of the appropriate license and certificate of need by the State of Tennessee.
 - b. Maps showing existing land use and zoning within one-quarter (1/4) mile of the proposed site should be submitted with an application for Use of Review approval along with the license of the applicant, certificate of need, site plan, survey or other information deemed reasonable by the Board of Zoning Appeals for use in making a thorough evaluation of the proposal.
 - c. The clinic or facility shall be located on and have access to a Principal Arterial street.
 - d. Measurement shall be made in a straight line on the Morristown Zoning Map from the nearest wall of the building in which the methadone treatment clinic or facility is situated to the nearest property line of the following uses:
 1. The clinic or facility shall not be located within one thousand (1,000) feet of a school, day care facility, park, church, mortuary or hospital.
 2. The clinic or facility shall not be located within one thousand (1,000) feet of any establishment that sells alcoholic beverages for either on- or off-premises consumption.

3. The clinic or facility shall not be located within one thousand (1,000) feet of any area devoted to public recreation activity.
4. The clinic or facility shall not be located within one thousand (1,000) feet of any amusement catering to family entertainment.
5. The site shall not be less than one thousand (1,000) feet of any residentially zoned property at the time of approval.
6. The site shall not be less than one-half (1/2) mile from any other methadone treatment clinic or facility.
7. The site shall comply with off-road parking requirements as regulated by Section 14-216 of the Municipal Code of the City of Morristown.

9. Pain Management Clinic: (3431-02/07/2012)

- a. For the purposes of this ordinance, a pain management clinic means a privately-owned facility in compliance with the requirements of TCA § 63-1-302 through § 63-1-311 in which a medical doctor, an osteopathic physician, an advanced practice nurse, and/or a physician assistant provides pain management services to patients, a majority of whom are issued a prescription for, or are dispensed opioids, benzodiazepine, barbiturates, or carisoprodol, but not including suboxone, for more than ninety (90) days in a twelve month period.
- b. This section does not apply to the following facilities as described in TCA § 63-1-302:
 1. A medical or dental school, an osteopathic medical school, a physician assistant program or an outpatient clinic associated with any of the foregoing schools or programs;
 2. Hospital as defined in TCA § 68-11-201, including any outpatient facility or clinic of a hospital;
 3. Hospice services as defined in TCA § 68-11-201;
 4. A nursing home as defined in TCA § 68-11-201;
 5. A facility maintained or operated by the State of Tennessee; or
 6. A hospital or clinic maintained or operated by the federal government.
- c. Certification. Said facility shall maintain in good standing a certificate in compliance with TCA § 63-1-306 through § 63-1-309.
- d. Receipts. A pain management clinic, in conformity with TCA § 63-1-310 may accept only a check, credit card or money order in payment for services provided at the clinic, except that a payment may be made in cash for a co-pay, coinsurance or deductible when the remainder of the charge for services is submitted to the patient's insurance plan for reimbursement.
- e. Applicants for a Use on Review for a pain management clinic shall submit a site plan clearly depicting the following:
 1. Off-Street Parking and Vehicular Operation. Off-street parking shall be provided for the facility at a rate of one (1) space per two hundred square feet of total clinic floor area and there shall be no cuing of vehicles in the public right-of-way.
 2. Location. The clinic shall not be located within one thousand (1,000) feet, as measured from the closet wall of the proposed building to the nearest property line, of any school, day care facility, park, church, residential district, pharmacy or similar facility that sells or dispenses either

prescription drugs or over the counter drugs or any establishment that sells alcoholic beverages for either on or off premises consumption.

3. The site shall not be less than one-half (1/2) mile from any other pain management clinic.
4. Access. The clinic shall be located on property that is adjacent to and has access to a principal arterial street as shown on the Morristown, Tennessee Transportation Plan.
5. Maps showing existing land use and zoning within one-quarter (1/4) mile of the proposed site should be submitted with an application for Use on Review approval along with the license of the applicant, certificate of need, site plan, survey or other information deemed reasonable by the Board of Zoning Appeals for use in making a thorough evaluation of the proposal.
6. In reviewing each application, the Board of Zoning Appeals may establish additional requirements or conditions of approval to further reduce the impact such facility may have on surrounding properties.

10. Residential Dwellings (one-family, two-family, multi-family); with Planning Commission approval.

- a. Located above the ground floor of commercial buildings.

11. Roomers, the taking of, provided that no more than two (2) rooms are used for such purposes.

12. Schools (public or private). Colleges or trade schools

- a. The property shall have access from a collector or arterial street.

14-1004. LOT AREA

There is no minimum lot size within the IB District, however, all other applicable provisions within the Zoning Ordinance must be in compliance for the proposed use.

14-1005. LOT WIDTH

The minimum lot width, for any lot, shall be sixty-five (65) feet at the building line.

14-1006. SETBACKS

1. Front-Yard: The minimum front yard setback shall be thirty-five (35) feet to the front yard line.

2. Rear-Yard:

- a. The minimum rear yard setback shall be ten (10) feet; or
- b. If the rear lot line is adjacent to a lot in any residential district, then the minimum rear yard setback shall be twenty (20) feet; or
- c. If the rear yard lot line is adjacent to a right-of-way of an alley, then the rear yard setback shall be five (5) feet.

3. Side-Yard:

- a. The minimum side yard setback shall be fifteen (15) feet; or

- b. If the side lot line is adjacent to a right-of-way of an alley, then the minimum side yard setback shall be five (5) feet.

14-1007. BUILDING AREA

The principal building and accessory building, on any lot, shall not cover more than seventy-five percent (75%) of the total area of said lot.

14-1008. BUILDING HEIGHT

1. The maximum building height is four (4) stories or forty-five (45) feet.
2. Churches, schools, hospitals, sanatoriums, and other public and semi-public buildings may exceed the height limitations of the district if the minimum depth of the front, side, and rear yards required in the district is increased one (1) foot for each two (2) feet by which the height of such public or semi-public building exceeds the prescribed height limit.

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

Passed on first reading this the 16th day of January 2018.

Mayor

ATTEST:

City Administrator

Passed on second and final reading this the 6th day of February 2018.

Mayor

ATTEST:

City Administrator

**ORDINANCE NO. _____,
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 7 OF THE MORRISTOWN
MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that Title 7 of the Morristown Municipal Code is amended by modifying the Title and by the addition of the following language in the form of two new Chapters:

“TITLE 7 – FIRE PROTECTION AND EMERGENCY MEDICAL SERVICE

CHAPTER 6 - SMOKE DETECTORS

Sec. 7-601. - Definitions.

As used in this chapter, unless the context otherwise requires:

Apartment building means any building containing three or more living units with independent cooking and bathroom facilities, whether designated as apartment house, tenement, garden apartment, or by any other name. The term does not include condominium projects.

Approved smoke detector means a device which senses visible or invisible particles of combustion and has been investigated and listed in accordance with standards prescribed by:

(1) A nationally recognized and approved independent testing agency or laboratory, such as Underwriters' Laboratories' Standard for Single and Multiple Station Smoke Detectors (UL 217); or

(2) An agency authorized to make independent inspections by the state fire marshal.

Hotel means any building providing sleeping accommodations for guests, travelers, or semi-permanent residents. The term includes motels, inns, boarding homes, lodging homes, rooming houses, tourist homes, hostels, dormitories, and so-called apartment hotels.

Sec. 7-602. - Regulations for apartments and hotels.

(a) Any smoke detector required in an apartment building by this chapter shall be maintained by the tenant of the living unit where the smoke detector is located in

accordance with the manufacturer's instructions. However, upon termination of a tenancy in a unit, the owner of the apartment building shall ensure that any required smoke detector is operational prior to reoccupancy of the unit.

(b) The owner or manager of a hotel shall be responsible for performance of such maintenance, repairs, and tests as are necessary to ensure that every smoke detector required in such hotel is operational at all times.

(c) No alarm silencing switch or audible trouble silencing switch shall be provided unless its silenced position is indicated by a readily apparent signal.

(d) It shall be unlawful to:

(1) Own or operate a hotel without installing an approved smoke detector in every room of the building which is ordinarily used for sleeping purposes: or

(2) Own or operate an apartment building without installing an approved smoke detector in every living unit within the apartment building. When activated, the detector shall initiate an alarm which is audible in the sleeping room of the unit.

Sec. 7-603. - General requirements.

All smoke detectors required by this chapter:

(1) Shall be installed in accordance with the manufacturer's directions, unless they conflict with applicable law;

(2) May be wired directly ("hardwired") to the building's power supply, powered by a self-monitored battery, or operated with a plug-in outlet fitted with a plug restrainer device (provided the outlet is not controlled by any switch other than the main power supply); and

(3) Must comply with the City's Fire Code as currently adopted and all applicable Tennessee laws, including, but not limited to Tennessee Code Annotated §68-102-151, §68-120-101, and §§68-120-111-112.

Sec. 7-604. - Tampering with detectors unlawful.

It shall be unlawful for any person to tamper with or remove any smoke detector required by this chapter, or a component thereof.

Sec. 7-605. - Violations and penalties.

Any person violating the provisions of this chapter shall be guilty of a misdemeanor, and shall be subject to a penalty not to exceed \$50.00 and court costs. Each day on which a violation continues shall constitute a separate offense under this section.

Sec. 7-606. - Existing building requirements.

The provisions of this chapter shall apply only to existing buildings. Smoke detectors shall be installed and maintained in new buildings in accordance with the applicable building construction safety standards as provided in T.C.A. § 68-120-101, et seq.

(Ord. No. 2487, 10-1986)

Sec. 7-607. - Compliance with other laws.

Compliance with this chapter shall not relieve any person from the requirements of any other applicable law, ordinance, rule or regulation.

CHAPTER 7 – EMERGENCY MEDICAL SERVICE

Sec. 7-701. - Franchise.

Morristown-Hamblen Emergency Medical Service Company (E.M.S.) is granted an exclusive franchise to locate, maintain and operate an ambulance service within the city, to transport both emergency and non-emergency patients in all cases wherein the Morristown-Hamblen Emergency Medical Service Company or Hamblen County Emergency Communication District (E-911) and/or the Hamblen County sheriff's department and/or the police department of the city are requested to dispatch an ambulance to transport such patients.

Sec. 7-702. - Service requirements.

The franchise shall provide all ambulance services that are requested and dispatched, direct or indirect, through the E-911 dispatch number and/or by the Hamblen County sheriff's department and/or the police department of the city. Said franchise shall also participate in all activities required of emergency management preparedness planning in Hamblen County including simulations, mock disasters, and training and shall respond to all actual occurrences where lives and property are threatened. The Morristown City Council shall have the authority to issue primary and secondary service franchise(s).

Sec. 7-703. - Compliance with standards.

All facilities, equipment and personnel of the franchisee shall be maintained and operated in accordance with the requirements and regulations of Tennessee Emergency Medical Services Board and the Commissioner of Health and Environment for the State of Tennessee. Furthermore, the franchisee shall comply with the regulations of the EMS Regulatory Board as established by the Hamblen County Commission.

Sec. 7-704. - Assignability.

The Morristown-Hamblen Emergency Medical Service Company shall have no right to assign this permit without the approval of the city governing body, which approval shall not be unreasonably withheld.

Sec. 7-705. - Termination.

This franchise may be terminated upon 90 days' written notice by the city directed to the Morristown-Hamblen Emergency Medical Service Company or by said Emergency Medical Company directed to the city. Furthermore, said ambulance service will be subject to such reasonable rules and regulations as may be promulgated by said city.

Sec. 7-706. - Responsibility of operation.

Although the franchisee shall have full responsibility for maintenance, ownership, and operation of the ambulance service, the city shall be furnished copies of financial statements on a quarterly basis and a copy of an annual financial statement to be audited by an independent certified public accountant.

Sec. 7-707. - Other ambulance services.

All other ambulance services, including Morristown-Hamblen Emergency Medical Services Company, duly licensed by the State of Tennessee and complying with all provisions of the Emergency Medical Services Act of 1983 set out in T.C.A. § 68-140-301, as amended, and having obtained a permit from the city, shall be permitted to operate in the city, to transport patients in all cases wherein such ambulance service is directly requested to provide such service by such patient and/or on behalf of such patient and not through the E-911 number and/or the Hamblen County sheriff's department or the police department of the city provided, however, that no such ambulance service shall fail or refuse to provide such service to any person

because of that person's real or perceived inability to pay for such service. A violation of this provision shall be grounds for revocation of the permit.”

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

PASSED ON FIRST READING THIS THE 6TH DAY OF FEBRUARY 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 20TH DAY OF FEBRUARY 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

**ORDINANCE NO. _____,
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 15 OF THE MORRISTOWN
MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that Title 15 of the Morristown Municipal Code is amended by modifying the Title and by the addition of the following language in the form of a new Chapter:

“TITLE 15 – MOTOR VEHICLES, TRAFFIC AND PARKING

CHAPTER 14 – MOVING BUILDINGS

Sec. 15-1401. - Permit required.

It shall be unlawful for any person or entity to move or cause to be moved any building within, into, through, or from the city without first obtaining a permit therefor from the Chief Building Inspector, or his designee. Such permit shall be known as a "building moving permit."

Sec. 15-1402. - Application for permit.

Any person or entity desiring such a permit shall file with the Chief Building Inspector, or his designee an application therefor in writing on a form to be furnished by the city for that purpose.

Such application shall specify the following:

- (1) The character and size of the building to be moved;
- (2) The reason for such moving;
- (3) The use, purpose and occupancy for which said building or structure is to be used;
- (4) The location from which and to which said building is to be moved;
- (5) A plot plan showing the proposed location of the building upon the property to which said building is to be moved, provided said location is in the city;
- (6) The streets on, over or through which it is desired to move said building;
- (7) Whether the building conforms to the zoning laws in the location to which it is to be moved.

Sec. 15-1403. - Investigation.

Upon the filing of the application, the Chief Building Inspector, or his designee shall cause an investigation to be made of the building and of the matters addressed by the application.

Sec. 15-1404. - Denial of permit.

No permit shall be issued to move any building or structure which, in the opinion of the Chief Building Inspector, or his designee:

- (1) Is so constructed or in such condition as to be dangerous;
- (2) Is infested with pests or unsanitary;
- (3) If it is a dwelling or habitation, is unfit for human habitation;
- (4) Is so dilapidated, defective, unsightly or in such a condition of deterioration or disrepair that its relocation at the proposed site would cause appreciable harm to or be materially detrimental to the property or improvements in the district within a radius of 1,000 feet from the proposed site;
- (5) If the proposed use is prohibited by the zoning laws of the city;
- (6) If the structure is of a type prohibited at the proposed location by any ordinance of the city; or
- (7) If the moving of the building or structure causes unreasonable damage to the trees, plants and shrubs on and along the public streets.
- (8) If the building or structure is in such a condition as to be impracticable of repair and restoration to the extent that thereafter, it would meet the minimum standards of applicable building and safety codes and standards.

Provided, however, that if the condition of the building or structure, in the judgment of the Chief Building Inspector, or his designee, admits of practicable and effective repair, the permit may be issued upon the terms and conditions as set forth herein.

Sec. 15-1405. - Terms and conditions of permit.

When a building moving permit is granted, such terms and conditions as may be deemed reasonable and proper may be imposed, including, but not limited to, the public streets, or other public property in the city on, over or through which the

building or structure shall be moved, and the requirements of changes, alterations, additions or repairs to be made to or upon the building or structure, to the end that the relocation thereof will not be materially detrimental or injurious to public safety or to public welfare or to the property and improvements, or either, in the district to which it is to be moved.

Such terms and conditions shall be written upon the permit or appended in writing thereto.

Sec. 15-1406. - Estimate of cost and deposit.

The applicant shall also deposit with the city clerk a cash deposit sufficient to cover the cost to the city as estimated by the Chief Building Inspector, or his designee, of trimming, moving, removing or replanting of trees or shrubs, and of moving, removing, or displacing any pole or other structure, supporting any wires, cables or other equipment belonging to the city or the cutting, displacing or changing the location of any wire, cable or other equipment upon said poles or structures belonging to the city. The applicant shall provide the Chief Building Inspector, or his designee with the estimated costs from any additional entities, like utility providers, and shall provide proof that requisite arrangements have been made with said entities to complete the move of the building.

Sec. 15-1407. - Liability insurance.

Every person or entity moving a building in the city shall file with the city administrator's office a liability insurance policy issued by a solvent corporation holding a certificate of authority to do insurance business in the state, which policy shall conform in all respects to the requirements of this section.

In lieu of filing the insurance policy herein referred to, a certificate of insurance issued by an insurance corporation may be filed. The certificate must show that a policy meeting the requirements of this section has been issued, and shall set forth the expiration date of said policy.

The liability policy required under this section shall insure the person or entity moving a building against loss from the liability imposed by law for injury to, or death of, any person growing out of the moving of such building, to the amount or limit of \$1,000,000.00 exclusive of interest and costs, on account of injury to, or death of, any one person, and \$1,000,000.00 exclusive of interest and costs, on account of moving any one building resulting in injury to or death of more than one person, and \$1,000,000.00 for damage to property of others, resulting from moving any one building.

Sec. 15-1408. - Owner's completion bond.

Prior to the issuance of a permit to move a building, the owner or lessee of the property upon which the building is to be located shall file with the Chief Building Inspector, or his designee a corporate surety bond, letter of credit, or some other form of security acceptable to the City, conditioned as follows: That all of the work required to be done to complete the relocation, alteration and reconstruction of the building pursuant to the conditions of the said permit shall be fully performed and completed within a reasonable time, (not to exceed 120 days), to be specified by the Chief Building Inspector, or his designee in the permit. Such form of security shall be in principal amount equal to the owner's estimated cost of the work proposed to be done plus 10% thereof, and shall name the city as obligee, and shall be in a form approved by the city attorney and in an amount approved by the Chief Building Inspector, or his designee.

In lieu of furnishing such a corporate surety bond, letter of credit, or other form of security, the owner or lessee may post a cash deposit in the amount of said required security, or assign a certificate of deposit or other acceptable governmentally insured security instrument in such amount.

An extension of time for said completion may be granted in writing by the Chief Building Inspector, or his designee when, in his discretion, circumstances shall so justify, but no such extension shall release any surety or other security.

Sec. 15-1409. - Clearance of site and safety measures required.

Prior to the issuance of a permit to move a building, the owner or lessee of the property from which the building is to be moved shall file with the city administrator's office a corporate surety bond, letter of credit or other form of security in favor of the city conditioned as follows:

- (1) Before any work is started on a building or structure, the permittee or his authorized agent shall notify the appropriate utilities in order that all gas, water and oil pipelines that are to be disconnected from the building may be securely capped and sealed.
- (2) Immediately after the moving of any building or structure, the permittee or his authorized agent shall securely barricade all basement excavations and other holes or openings.
- (3) Within ten days after the moving of any building or structure, the permittee or his authorized agent shall complete the following work:

- a. Securely close and seal any sanitary piping located on the property.
- b. Fill with dirt or sand any septic tanks or cesspools located on the property.
- c. Fill any openings, excavations or basements remaining on the land with dirt or sand to street level or the natural level of adjoining property, unless otherwise directed by the Chief Building Inspector, or his designee.
- d. Remove any buried underground tanks formerly used for storage of flammable liquids.
- e. Remove all refuse, debris and waste materials from the property.

The security required by this section shall be in an amount equal to the cost of the work proposed to be done, as estimated by the Chief Building Inspector, or his designee.

In lieu of furnishing such a corporate surety bond or letter of credit, the owner or lessee may post a cash deposit in the amount of said bond, or assign a certificate of deposit or other acceptable governmentally insured security instrument in such amount.

An extension of time for completion of the work required by this section may be granted by the Chief Building Inspector, or his designee, when, in his discretion, circumstances justify such an extension; but no such extension shall release any bond or other security furnished pursuant to this section.

Sec. 15-1410. - Permit fee.

A permit fee in the amount of \$100.00 shall be paid to the city upon the issuance of each house moving permit.

Sec. 15-1411. - Issuance of permit.

The Chief Building Inspector, or his designee shall approve the issuance of a building moving permit when all the necessary requirements and conditions of this article have been complied with, including all utility certifications as referenced in 15-1406.

Sec. 15-1412. - Suspension or revocation of permit.

The Chief Building Inspector, or his designee, at any time, for sufficient cause, may revoke or suspend any permit granted under this chapter.

Sec. 15-1413. - Control and supervision.

Every building which is moved on, over or through any public street, way or park in the city shall be under the control of the Chief Building Inspector, or his designee and every such building shall be moved in a careful manner and the work shall be prosecuted with diligence to the satisfaction and approval of said Chief Building Inspector, or his designee. This section in no way relieves the person or entity having charge of the moving of any building of his obligation to furnish proper supervision.

Sec. 15-1415. - Notice required.

Notice must be given by the person to whom the permit is issued, or his representative, to both the department of public works and the police department of the city not less than 120 hours before the actual work of moving a building or structure is to commence.

Sec. 15-1415. - Default in performance of conditions.

Whenever a default has occurred in the performance of any term or condition of any permit, written notice thereof shall be given to the permittee by the Chief Building Inspector, or his designee, said notice to state the work to be done, the estimated cost thereof, and the period of time deemed to be reasonably necessary to complete such work. After receipt of such notice, the permittee must, within the time therein specified, either cause the work to be done or pay over to the city the estimated cost of doing the work, as set forth in the notice, plus 10% of said estimated cost. If the permittee chooses to pay the City for the estimated cost of the work to be done, the amount the permittee is required to pay shall be any amount that exceeds the bond or security amount received by the City. Upon receipt of notice from the city that the permittee has deposited such money, the Chief Building Inspector, or his designee shall cause the required work to be performed and completed.

If the permittee defaults, the city shall have the option, in lieu of completing the work required, to demolish the building or structure and to clear, clean and restore the site or sites.

Sec. 15-1416. - Approval of route.

The streets over which any building or structure is to be moved must be approved by the Chief Building Inspector, or his designee. The Chief Building Inspector, or his designee will coordinate the route and approval thereof with any other interested parties/entities.

Sec. 15-1417. - Obstructing streets.

No person owning or having charge of the moving of any building into, on, over, through, or from any public streets, ways or parks in the city, shall permit said building to remain in any one location on any such street, way or park for a period longer than one (1) hour, except by written permission obtained from the Chief Building Inspector, or his designee, or to obstruct traffic on any railroad.

Sec. 15-1418. - Lights and barricades.

The person having charge of the moving of any structure shall maintain proper lights and barricades whenever such structure is on any public street, way or park during the hours of darkness.

Sec. 15-1419. - Wires and structural supports.

In the event that the moving of any building for which a permit shall have been granted hereunder makes it necessary to move, remove or displace any pole or other structure supporting the wires, cables or other equipment of any public entity or of the city or to cut, displace or change the location of any wire, cable or other equipment upon said pole or structure, the person or entity to whom such permit has been granted, or his authorized representative, shall obtain permission in writing from the owner or owners of such pole, structure or the wires, cables or other equipment thereon, and shall notify such owner or owners at least 120 hours prior to the time that the moving of such building will necessitate the removal of such obstructions.

The person or entity to whom said permit is granted shall not at the expiration of said time of notice or any time, cut, move or in any way disturb said public utility or city property; and such work shall be done only by the authorized workmen of the utility or the city, whichever is the owner or is by agreement, responsible for the utility.

The person or entity to whom said permit is granted shall pay to said public utility, or to said city, as the case may be, any and all costs or expenses for the removal,

rearrangement or replacement of any pole or structural support of wires, cables or equipment thereon or of any damage to such property.

Sec. 15-1420. - Trees, plants and shrubs.

In the event that the moving of any building for which a permit shall have been granted hereunder makes it necessary to trim, move, remove or replant any tree, plant or shrub belonging to or under the control of the city, the person or entity to whom such permit has been granted, or his authorized representative, shall notify the Chief Building Inspector, or his designee at least 120 hours prior to the time that the moving of such building will necessitate the removal of such obstructions.

The person or entity to whom said permit is granted shall not at the expiration of said time of notice or at any time trim, move, remove, replant or otherwise disturb such trees, plants or shrubs; and such work shall be done only by the authorized workmen of the city unless otherwise approved and so ordered by the Chief Building Inspector, or his designee.

The person or entity to whom said permit is granted shall pay to said city any and all costs or expenses for the trimming, moving, removing or replanting of any trees, plants or shrubs or of any damage thereto.

Sec. 15-1421. - Repairs to public property.

In the event that the moving of any building for which a permit shall have been granted hereunder causes damage to the public streets or other public property, in addition to any other remedies the city may have, the Chief Building Inspector, or his designee may cause such damage to be repaired and the cost thereof shall be deducted from the deposit required herein, or he may require the person or entity to whom such a permit has been granted or his authorized representative, upon written notification from the Chief Building Inspector, or his designee to make all necessary repairs to such streets or property; provided, however, that should said person to whom said permit has been granted, and to whom said notice has been given, or his authorized representative, fail to make said necessary repairs within the period of time designated in said written notice, said Chief Building Inspector, or his designee may cause such necessary repairs to be made and the cost thereof deducted from the deposit required herein.

Sec. 15-1422. - Refunding of deposits.

When the moving of any building for which a permit has been granted is completed, and all damage to public streets or other public property has been repaired to the

satisfaction of the Chief Building Inspector, or his designee and all costs of repairing damage or performing other work as provided herein, have been paid, and the deposit as required by section 15-1406 hereof, or such portion thereof then remaining unused under the provisions of this article shall be refunded upon surrender of the deposit receipt representing the said money so deposited. Should the cost, however, of repairing damages and/or performing other work as in this article provided, said permit was granted shall be held liable for the amount of damage and/or other costs which are in excess of the amount deposited, and it shall be the duty of the city administrator, upon receipt of the request from the Chief Building Inspector, or his designee, to collect such part of the claim which is in excess of the deposit from the person or entity to whom the permit was granted.”

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

PASSED ON FIRST READING THIS THE 6TH DAY OF FEBRUARY 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 20TH DAY OF FEBRUARY 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

**ORDINANCE NO. _____,
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 20 OF THE MORRISTOWN
MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that text of Title 20 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

“TITLE 20 – CITY PARKS RULES AND REGULATIONS

CHAPTER 1 – RULES AND REGULATIONS

Sec. 20-101. - Definitions.

The following definitions shall apply throughout this section:

City code means a reference to, or a section of, the Morristown Municipal Code.

City council means the governing body of the city.

City recreation commission means the appointed 11-member body of the City of Morristown.

Department means the City of Morristown Parks and Recreation Department.

Director means the Director of Morristown Parks and Recreation, or his designee.

Park shall include any city owned or leased park, open space area, recreation area, natural area, or building or facility located within such area, of the city.

Sec. 20-102. - City park rules and regulations.

- (a) Abandonment of any vehicle or other personal property is prohibited in a park.
- (b) Leaving any vehicle or other personal property unattended, without prior permission of the director is prohibited. In the event an unattended vehicle interferes with the safe and orderly management of the park area, it may be towed immediately at the owner's expense.
- (c) No person, organization, firm or corporation shall post and/or distribute handbills, circulars, bulletins, banners, signs, or other printed materials within city parks without first having obtained written permission from the director and a written permit from the city. Commercial notices or advertisements shall not be displayed, posted or distributed on park area lands unless prior written permission

has been granted by the director. Such permission may be granted if the notice or advertisement is of goods, services, or facilities available within the park area or, if in the opinion of the director, such notices and advertisements are found to be desirable or necessary for the convenience and guidance of the public.

(d) Engaging in or soliciting any business in a park area, except in accordance with the provisions of a permit, contract, or other written agreement with the department is prohibited.

(e) No person shall erect any structure, stand, or platform, or hold any organized sponsored athletic contest in any park or recreation area without the written approval of the director. This provision does not prohibit informal games or athletic activities such as casual matches, scrimmages, pick-up games, etc.

(f) The fastening of any show card, poster, or other advertising device upon any park or park property without written permission from the director is prohibited.

(g) Any concessionaire, which through contractual agreement with the department operates any concession, shall supply and provide the required permits for such operation.

(h) All concession areas operated by the department shall be operated according to the concession lease agreement of the department.

(i) Consumption of alcoholic beverages within a park is prohibited, except at Heritage Park which must be specifically permitted by the City's Beer Board and/or Tennessee Alcoholic Beverage Commission.

(j) Charitable solicitation within a park is prohibited unless the solicitor fully complies with the city's solicitation ordinance.

(k) Commercial peddling and soliciting of any kind is strictly prohibited. This section shall not apply to transactions with authorized concessionaires within a park.

(l) Bicycle riders must comply with all applicable traffic regulations and safety equipment requirements. Use of bicycles shall be confined to approved trails or designated areas.

(m) The director may close or otherwise restrict the use of any park or recreation facility when necessary to protect life or property, or for any other emergency. Such restricted area shall be defined, whenever practicable, by signs, markers, and through public notice.

(n) Camping, whether tent, trailer, or other types of units, is prohibited in all parks, except with the written approval of the director. Such approval shall be given only in unique situations, i.e., Boy Scout/Girl Scout overnight group camp out. In such cases, all camping equipment shall be completely removed and camping sites cleaned by campers before departure.

(o) Construction of any building, structure, utility or any other entity upon, across, over, through, or under any park area, except in accordance with the provisions of a valid permit and contract and with the written approval of the director is prohibited.

(p) No person shall disturb, tend to disturb, or aid in disturbing the peace of others by violent, tumultuous, offensive, or obstreperous conduct.

(q) The playing of any of the following devices in violation of the City's noise ordinance as codified in Title 11, Chapter 2 within the park is prohibited: Radio, television set, musical instrument, loud speaker, other device for amplification of sound, or any other noise producing devices such as electric generating or other equipment driven by motors or engines.

(r) The operation or use of public address systems, whether fixed, portable, or vehicle mounted is prohibited except when such use or operation is in connection with public gatherings or special events which have been approved by the director.

(s) No person shall disobey the lawful and reasonable order of a park employee in the discharge of his/her duties, or disobey or disregard the notices, prohibitions, instructions, rules or regulations on any park sign.

(t) All animals are prohibited within the parks except as otherwise permitted pursuant to the terms of the General Pet Guidelines (located at the Parks & Recreation Office) or sight or guide dogs used by the visually impaired as referenced in Tennessee Code Annotated §62-7-112.

(u) The use or possession of explosives is prohibited.

(v) The use or possession of fireworks and firecrackers is prohibited except for community fireworks display with written permission from director. The director shall require of the user of such devices such reasonable all risk insurance coverage as he deems appropriate.

(w) Reserved

- (x) The creation of any fire in any park outside a specifically designed picnic grill, fireplace or other similarly designed enclosure is prohibited without the written permission of the director.
- (y) Only approved material may be used in the creation of such fires. No live plant material may be used for the creation of any fire.
- (z) Reserved.
- (aa) All lighted cigarettes, cigars, smoking pipes, matches or other burning materials must be extinguished before disposing of same in a proper container or area.
- (bb) Digging is prohibited within all park areas.
- (cc) All persons must properly dispose of trash and debris caused by them to be in a park.
- (dd) Flea markets, garage sales, rummage sales, and all other such sales by a person, persons or organizations for either private or non-profit purposes are prohibited in park and recreation areas.
- (ee) Horses and other saddle animals in an approved park are allowed only on trails or facilities designated for them. Such animals may be allowed in parks only in special circumstances approved by the director.
- (ff) No one shall be allowed in the parks between the hours of 10:00 p.m. and 6:00 a.m.
- (gg) Nothing in this section shall restrict any official work or activity in said areas during restricted hours by any department of the city.
- (hh) Entering or leaving any park or recreation facility except at established entrance ways or exits is prohibited. Presence in any park or recreational facility other than during posted operating hours is prohibited.
- (ii) The installation and planting of any memorial tree, or any memorial tree marker, without the permission of the director is prohibited. Memorial trees may be planted in designated areas as defined within the memorial tree guidelines at that time. Flush to the ground markers may be purchased and will be installed by park crews upon approval of the director.
- (jj) The department is granted by the governing body the authority to make known additional rules and regulations as it deems necessary to insure the orderly

growth and protection of the park, recreation and natural resource areas under its control consistent with and in furtherance of the intent of this ordinance. Such additional rules and regulations shall have the force and effect of law ten days after their adoption by the parks and recreation advisory board, after their publication once a week for two weeks in a local newspaper and after a copy thereof has been posted near each gate or principal entrance to the public ground to which they apply. In addition, a copy of the ordinance from which this section derives and any future additional rules and regulations adopted by the parks and recreation advisory board, pursuant to the ordinance from which this section derives shall be posted near each gate or principal entrance to the public ground to which they apply and made available for public inspection or review at the principal office of the parks and recreation advisory board, and the municipal building.

(kk) The director shall be the final authority in interpreting the rules and regulations relating to the park, recreation, natural resources, historical, and cultural areas of the city. The director shall also be responsible for the administration of this ordinance. An appeal from the director's decision or action shall lie with the city recreation advisory board. An appeal of the director's decision shall be filed in writing with the city recreation advisory board within ten days of the rendering of a final decision or adverse action by the director. The recreation advisory board shall render its decision at the next regularly scheduled monthly meeting if the director's decision is rendered at least ten days prior thereto. If the director's decision is rendered within ten days of the next regular meeting of the parks and recreation advisory board, then the board may, but shall not be required to hear the appeal at the second regular board meeting following the director's decision.

(ll) Interfering with, encumbering, obstructing or rendering dangerous any part of a park is prohibited.

(mm) The intentional or wanton destruction, injury, defacement, or removal of any natural or cultural feature or non-renewable natural resource is prohibited, without specific written permission from the director.

(nn) The intentional or wanton destruction, injury, defacement, removal or disturbance in any manner of any public buildings, signs, equipment, monument, marker, or other structure or of any relic, artifact, and historic structure or of any other similar public property is prohibited. The unauthorized possession of park equipment is prohibited without the written permission of the director.

(oo) The gathering or collecting of natural products of a renewable living resource such as plant material for personal use or for commercial sale is prohibited. The destroying, digging, cutting, removing, or possession of any tree, shrub, or other plant is prohibited absent a permit granted by the director.

(pp) No person shall molest, kill, wound, hunt, or remove any animal, reptile, bird, or eggs of such animals in any park.

(qq) Persons, corporations, or organizations may not conduct public meetings, assemblies, worship services, entertainment, demonstrations, or political rallies, within the general confines of a park or recreational area without written permission of the director.

(rr) Written approval from the director for uses described in [subsection] (qq) above may be denied based on the following:

(1) A prior application for the same time and place has been made which has been or will be granted; or

(2) The event will present a clear and present danger to the public health safety or welfare; or

(3) The event will cause a nuisance and disturbance to a significant number of other users of the park; or

(4) The event is of such nature or duration that it cannot reasonably be accommodated in the particular park area for which application is made.

(ss) Reserved.

(tt) Without the written permission of the director, no park or facility within a park with the exception of picnic shelters may be reserved for the exclusive use of an individual or group. All play equipment, athletic facilities, parking areas, and other amenities are for the use of the public at large.

(uu) The creation or maintenance of a nuisance upon city properties is prohibited.

(vv) Reserved.

(ww) Polluting or contaminating in any manner any watershed or water supply is prohibited.

(xx) Depositing of any bodily waste in or on any portion of any restroom facility or other public structure except into fixtures provided for that purpose is prohibited. Placing any item in any of the plumbing fixtures in such a station or facility for the purpose of interfering with or blocking the plumbing is prohibited. All restroom facilities shall be used in a clean and sanitary manner.

(yy) Using the public waste containers for dumping of household or commercial garbage or trash brought as such from off premises, except for trash reasonably incidental to a visit to a park or recreational facility, is prohibited.

(zz) Reserved.

(aaa) Sports events, pageants, reenactments, regattas, entertainments and the like, characterized as public spectator attractions are prohibited without the prior written approval of the director.

(bbb) Swimming and bathing are prohibited except in municipal swimming pools or splash pads specifically designed for such.

(ccc) Violators of posted rules governing the use of swimming in municipal pools will be subject to removal from the premises if the violation is flagrant or repeated or the continued presence of the violator would create a hazardous condition in the area.

(ddd) Specific rules governing the usage of municipal swimming pools in the city are codified in the Swimming Pool Policy Manual and are incorporated herein by reference.

(eee) Motorized vehicles are prohibited on trails, with the exception of maintenance vehicles of the city, authorized contractors and motorized wheel chairs.

(fff) All operators of motor vehicles in parks must conform to all traffic rules and regulations of the city and the State of Tennessee.

(ggg) The speed limit in all parks and recreation areas is 15 miles per hour.

(hhh) No driver shall stop, park, or leave any vehicle, whether attended or unattended, upon the paved or maintained surface of a road or parking area so as to leave less than ten feet of the width of the same traffic lane for the free or unobstructed movement of other vehicles, except in the event of an accident or as otherwise directed by an authorized person.

- (iii) Pedestrians have right-of-way over motor vehicles in all parks.
- (jjj) Operating a motor vehicle in areas other than established roadways, parking areas, or designated routes is prohibited.
- (kkk) All operators of motorcycles, trail bikes, off-road vehicles and other motorized vehicles must conform to the same rules and regulations as those of any other motor vehicle.
- (lll) No person shall grease, lubricate, or make repairs to any vehicle in a park or recreation area except those of a minor nature, and then only in case of emergency.
- (mmm) Roller blades, roller skates, skate boards and bicycles, are prohibited on all tennis courts, basketball courts, shelters, pavilions, bleacher areas, splashpad, and pedestrian areas, unless specified by signage.
- (nnn) The hitting of golf balls and use of glass containers in any park is prohibited.
- (ooo) Reserved.

Sec. 20-603. - Penalties.

Any violation of these rules and regulations for the care and management of such properties as may be made under the authority of T.C.A. § 11-24-112, and the Morristown Municipal Code governing the appropriate violation, shall be subject to enforcement by a civil penalty of not more than \$50.00 for each violation.”

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

PASSED ON FIRST READING THIS THE 6TH DAY OF FEBRUARY 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 20TH DAY OF
FEBRUARY 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

APPROPRIATION ORDINANCE

Ordinance Number: **3580.02**

TO AMEND ORDINANCE NUMBER 3580, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR THE FISCAL YEAR 2017-2018 AND TO APPROPRIATE ADDITIONAL FUNDS TOTALING \$1,000,000; NECESSARY TO COVER THE COSTS FOR THE PURCHASE OF PROPERTY WITHIN EAST TENNESSEE PROGRESS CENTER AND TO RECLASSIFY FUNDS FROM OTHER APPROPRIATED LINE ITEMS FOR THE REPLACED OF BODY WORN CAMERAS FOR THE POLICE DEPARTMENT.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3580 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2017-2018 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		\$ 1,000,000		
General (#110)	Transfers Out	110-92000-639	Transfer to Capital Projects Fund			\$ 1,000,000	
General (#110)	Police - Patrol	110-42120-419	Small Tools			\$ 57,500	
General (#110)	Police - Patrol	110-42120-431	Gasoline & Diesel Fuel				\$ 43,500
General (#110)	Police - Patrol	110-42120-971	Motor Equipment				\$ 14,000
			Totals	\$	\$ 1,000,000	\$ 1,057,500	\$ 57,500

PASSED ON FIRST READING THIS 6th Day of February 2018

ATTEST: _____

Mayor

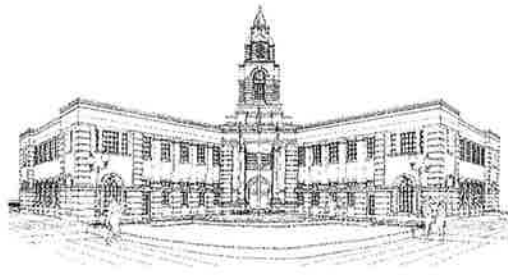
City Administrator

PASSED ON SECOND READING THIS 20th Day of February 2018

ATTEST: _____

Mayor

City Administrator



Morristown City Council Agenda Item Summary

Date: January 31, 2018

Agenda Item: Approval of Bid – Scoreboard Bid

Prepared by: Joey Barnard, Finance Director

Subject: Scoreboard Bid

Background/History: The Morristown Parks & Recreation Department finds it necessary to purchase scoreboards. The purchase will allow for the replacement of the current scoreboards which have been in use for over 15 years. Internal components have become obsolete due to the ongoing changes of technology, resulting in difficulties in servicing the current scoreboards.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on January 12, 2018. 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 Friday, January 26, 2018 at 2:00 P.M. We received 4 responses.

Financial Impact: Funds have been appropriated in the 2017-18 budget.

Action options/Recommendations: It is staffs' recommendation to accept the best and lowest bid submitted by Electro Mech Scoreboard Company. It should be noted the bid submitted by Electro Mech includes the statement, "unit price includes control console, wireless system and freight. Carrying case for control console not included and is available as a \$75 option". This option will need to be added to each scoreboard.

Attachments: Copy of the Bid Tabulation

City of Morristown
Scoreboard Bid Tabulation
Friday, January 26, 2018, 2:00 PM

Bidder	Baseball Unit Price	Football Unit Price
Electro Mech Scoreboard Company	\$ 3,540.00	\$ 3,940.00
Nevco	\$ 4,720.17	\$ 5,582.82
BSN Sports	\$ 3,899.96	\$ 5,274.96
Dactronics (Morristown Signs)	\$ 3,375.00	\$ 3,375.00



Morristown City Council Agenda Item Summary

Date: January 31, 2018

Agenda Item: Contract Approval – Body Worn Camera

Prepared by: Joey Barnard

Subject: Body Worn Camera - Police

Background/History: The City of Morristown recently sought proposals from qualified respondents for the implementation of a Body Worn Camera System for the Morristown Police Department. The request for proposal was initially seeking a contract to cover approximately a 2 year period. It was approved by council on January 16, 2018 for the City Administrator to negotiate and enter into a contract with Axon.

Findings/Current Activity: The City of Morristown has negotiated a 5 year contract.

Financial Impact: Funds have been appropriated in the 2017-18 year budget. Partial funding will be provided under a grant from the Department of Justice to cover the first year. The Morristown Police Department will have to request local funding subject to council approval for the additional years.

Action options/Recommendations: It is staffs' recommendation to approve the quote provided by Axon and to allow the City Administrator to enter into a contract for the Body Worn Camera system.

Attachments: Quote and Contract



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and the Agency listed on the Quote (**Agency, Party** or collectively **Parties**), is entered into the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon Products and Services as detailed in the Quote Appendix (the **Quote**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of Axon Products, and all subsequent quotes for the same Products or Services accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement, the Parties agree as follows:

- 1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. The Agency may renew the terms and conditions of this Agreement for an additional 5 years upon the execution of a new pricing Quote. New products and services may require additional terms and conditions. Axon services will not be authorized until a signed Quote or Purchase Order is accepted by Axon, whichever is first.
- 2 **Definitions.**

"Confidential Information" means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Evidence.com Service" means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and any product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third-party applications, hardware warranties, or my.evidence.com services.

"Products" means all hardware, software, cloud based services, and software maintenance releases and updates provided by Axon under this Agreement.

"Quote" is an offer to sell, and is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors.

"Services" means all services provided by Axon pursuant to this Agreement.
- 3 **Payment Terms.** Axon invoices upon shipment, unless otherwise specified in the Quote. Invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancelable, fees paid are non-refundable, and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees. In the event the Agency chooses a phased deployment for the Products in the Quote, the Quote pricing is subject to change if the phased deployment changes.
- 4 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and Products may ship from multiple locations. All shipments are FOB Shipping Point via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible



for any shipping charges on the Quote. Shipping dates are estimates only. The Agency may reject Products that do not match the Products listed in the Quote, are damaged, or non-functional upon receipt (**Nonconforming Product**) by providing Axon written notice of rejection within 10 days of shipment. In the event the Agency receives a Nonconforming Product, the Agency's sole remedy is to return the Product to Axon for repair or replacement as further described in the Warranties Section. Failure to notify Axon within the 10-day rejection period will be deemed as acceptance of Product.

6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

7 **Warranties.**

7.1 Hardware Limited Warranty. Axon warrants that its law enforcement hardware Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured from the date of expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-manufactured accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories, including all Apple and Android devices, are covered under the manufacturer's warranty. In the event of a warranty claim for an Apple or Android device, the Agency should contact the manufacturer. If Axon determines that a valid warranty claim is received within the warranty period, as further described in the Warranty Limitations section, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.2 Warranty Limitations.

7.2.1 The warranties do not apply to and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from damage: (a) from failure to follow instructions relating to the Product's use; (b) caused by use with non-Axon products or from the use of cartridges, batteries or other components that are not manufactured or recommended by Axon; (c) caused by abuse, misuse, intentional or deliberate damage to the Product, or force majeure; (d) to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) to any Axon Product whose serial number has been removed or defaced.

7.2.2 **To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.**

7.2.3 **Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.**

7.3 Warranty Returns. If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product that Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate Product user manual or quick start guide.

7.3.2 Before delivering Product for warranty service, it is the Agency's responsibility to upload

the data contained in the Product to the Evidence.com Service or download the Product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the Product.

- 7.3.3** A replacement Product will be new or like new and have the remaining warranty period of the original Product or 90 days from the date of replacement or repair, whichever period is longer. When a Product or part is exchanged, any replacement item becomes Agency's property and the replaced item becomes Axon's property.

- 8** **Product Warnings.** See Axon's website at www.axon.com/legal for the most current Axon product warnings.
- 9** **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.
- 10** **Insurance.** Axon will maintain, at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, and Workers' Compensation Insurance and Commercial Automobile Insurance, and will furnish certificates of insurance or self-insurance upon request.
- 11** **Indemnification.** Axon will indemnify and defend the Agency's officers, directors, and employees (**Agency Indemnitees**) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.
- 12** **IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and Services, and related software, as well as any suggestions made to Axon.
- 13** **IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Service by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Service in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Service other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Service. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 14** **Agency Responsibilities.** The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon Products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Service, and (vi) any security settings the Agency establishes to interact

15 **Termination.**

- 15.1 By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement due to Axon's failure to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.
- 15.2 By Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.
- 15.3 Effect of Termination.** Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms. If the Agency purchases Products for a value less than the Manufacturer's Suggested Retail Price (**MSRP**) and this Agreement is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination. For bundled Products, the MSRP is the value of all standalone components of the bundle.

16 **General.**

- 16.1 Confidentiality.** Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. To the extent allowable by law, Agency will provide notice to Axon prior to any such disclosure.
- 16.2 Excusable delays.** Axon will use commercially reasonable efforts to deliver all Products and Services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control, Axon has the right to delay or terminate the delivery with reasonable notice.
- 16.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 16.4 Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

- 16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 16.6 No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Service provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Service. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Service. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 16.13 Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 16.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:



Axon: Axon Enterprise, Inc.
Attn: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

Agency:

16.15 Entire Agreement. This Agreement, including the Appendices attached hereto, and the Quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories, whose signatures appear below, have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

Agency

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Evidence.com Terms of Use Appendix

1 **Evidence.com Subscription Term.** The Evidence.com Subscription Term will begin after shipment of the Axon body worn cameras. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Evidence.com Subscription begins upon the shipment of the first phase. For purchases that consist solely of Evidence.com licenses, the Subscription will begin upon the Effective Date.

2 **Access Rights. "Agency Content"** means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Service, (b) cause to interface with the Evidence.com Service, or (c) upload to the Evidence.com Service under the Agency account or otherwise transfer, process, use or store in connection with the Agency account. Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account, the Agency will have access and use of the Evidence.com Service for the storage and management of Agency Content during the Evidence.com Subscription Term.

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services. For Evidence.com Lite licenses, the Agency will have access and use of Evidence.com Lite for only the storage and management of data from TASER CEWs and the TASER CAM during the subscription Term. The Evidence.com Lite Service may not be accessed to upload any non-TASER CAM video or any other files.

3 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content, and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for providing and supporting the Evidence.com Service to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Service will violate this Agreement or applicable laws.

4 **Evidence.com Data Security.**

4.1. **Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users that result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services that provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

4.2. **FBI CJIS Security Addendum.** Axon agrees to the terms and requirements set forth in

the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Addendum for the Term of this Agreement.

- 5 **Axon's Support.** Axon will make available updates as released by Axon to the Evidence.com Services. Updates may be provided electronically via the Internet. Axon will use reasonable efforts to continue supporting the previous version of any software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.
- 6 **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 7 **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States, including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency.

For use of an Unlimited Evidence.com License, unlimited data may be stored in the Agency's Evidence.com account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place into archival storage any data stored in the Agency's Evidence.com accounts that has not been viewed or accessed for 6 months. Data stored in archival storage will not have immediate availability, and may take up to 24 hours to access.

- 8 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice, in accordance with the following:
- 8.1. The Termination provisions of the Master Service Agreement apply;
 - 8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 8.3. If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 9 **Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
- 10 **License Restrictions.** Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or may attempt to: (a)

permit any third party to access the Evidence.com Services, except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

- 11 **After Termination.** Axon will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.
- 12 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

Professional Services Appendix

1 **Professional Services Term.** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

2 **Scope of Services.** The project scope will consist of the Services identified on the Quote.

2.1. The Full Service Package for the Axon and Evidence.com related Services includes 4 consecutive days of on-site services and a professional services manager who will work closely with the Agency to assess the Agency's deployment scope and determine which on-site services are appropriate. If more than 4 consecutive days of on-site services are needed, additional on-site assistance is available for \$7,000 per week (4 consecutive days) or \$2000 per day. The full set of service options includes:

System set up and configuration <ul style="list-style-type: none"> • Setup Axon View on smart phones (if applicable). • Configure categories & custom roles based on Agency need. • Register cameras to Agency domain. • Troubleshoot IT issues with Evidence.com and Axon Dock (Dock) access. • Work with IT to install Evidence Sync software on locked-down computers (if applicable). • One on-site session included.
Dock configuration <ul style="list-style-type: none"> • Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. • Authenticate Dock with Evidence.com using "admin" credentials from Agency. • On-site assistance included
Best practice implementation planning session <ul style="list-style-type: none"> • Provide considerations for establishment of video policy and system operations best practices based on Axon's observations with other agencies. • Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management. • Provide referrals of other agencies using the Axon camera products and Evidence.com Service • Recommend rollout plan based on review of shift schedules.
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support the Agency's Axon camera and Evidence.com training needs after Axon's Professional Service team has fulfilled its contracted on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies.
End user go live training and support sessions Assistance with device set up and configuration. Training on device use, Evidence.com and Evidence Sync.
Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go live review session

3 **Officer Safety Plan (OSP) Full Service and Starter Service.** The Package for OSP Full Service includes both the Axon Full Service and CEW Full Service items. The Package for OSP Starter Service includes both the Axon Starter Service and CEW Starter Service items.

- 4 **Smart Weapon Transition Service.** The Package for Smart Weapon Transition service includes the following:

Archival of Firing Logs

Axon's on-site professional services team will upload firing logs to Evidence.com from all TASER CEW Smart Weapons that the Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide the Agency with a Certificate of Destruction

- 5 **Body Worn Camera Virtual Add-on Services.** The Agency may purchase Virtual add-on classes for both end users and support staff. The Virtual Add-on User class will include one deployment planning conference call and one virtual administrative training via WebEx.

- 6 **Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope. Additional training days may be added on to any service package for additional fees set forth in the Quote.

- 7 **Delivery of Services.**

7.1. **Hours and Travel.** Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays, unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe, unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.

7.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.

- 8 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes Axon to access relevant Agency computers and network systems, solely for performing the Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.

- 9 **Site Preparation and Installation.** Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the location(s) where the Products are to be installed (**Installation Site**) in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Agreement, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.

- 10 **Acceptance Checklist.** Axon will present an Acceptance Form (**Acceptance Form**) upon completion of the Services. The Agency will sign the Acceptance Form acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that Axon did not complete the Services in substantial conformance with this Agreement, the Agency must notify Axon in writing of the specific reasons for rejection of the Services within 7

calendar days from delivery of the Checklist. Axon will address the issues and then will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Acceptance Form, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.

- 11 **Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for any files and programs on the Agency's network, not including any Agency Content on Evidence.com (**Agency Software and Data**); (ii) creating timely backup copies of Agency Software and Data that may be damaged, lost, or corrupted due to Axon's provision of Services; and (iii) using backup copies to restore any Agency Software and Data in the event of any loss of, damage to, or corruption of the operational version of Agency Software and Data, even if such damage, loss, or corruption is due to Axon's negligence. However, regardless of any assistance provided by Axon: (i) Axon will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency Software and Data; (ii) any assistance provided by Axon under this Section is without warranty, express or implied; and (iii) in no event will Axon be liable for loss of, damage to, or corruption of Agency Software and Data from any cause.

TASER Assurance Plan Appendix

The TASER Assurance Plan ("TAP") is an optional plan the Agency may purchase. If TAP is included on the Quote, this TAP Appendix applies. TAP may be purchased as a standalone plan. TAP for Axon body worn cameras is also included as part of the Unlimited Evidence.com License, as well as under the Officer Safety Plan. TAP provides hardware extended warranty coverage, Spare Products, and a hardware refresh. TAP only applies to the Axon hardware Products listed in the Quote.

- 1 **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the end of the Hardware Limited Warranty term and continues as long as the Agency continues to pay the required annual fees for TAP. TAP for Axon body worn cameras also includes free replacement of the Axon Flex controller battery and Axon Body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.

- 2 **TAP Term.** The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 **SPARE Product.** Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (**Spare Products**) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair the non-functioning unit or replace with a replacement Product. Axon will repair or replace the unit that fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same Product or a like Product, at Axon's sole option.
- 4 **Officer Safety Plan (OSP).** The Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Axon Capture generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one Axon brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster.

The OSP must be purchased for a period of 5 years (**OSP Term**). At any time during the OSP Term, the Agency may choose to receive the CEW, battery and holster by providing a \$0 purchase order. At the time elected to receive the CEW, the Agency may choose from any CEW model available as of the Effective Date of this Agreement. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, Axon has no obligation to reimburse for those items not received.

If OSP is terminated before the end of the OSP Term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to Axon within 30 days of the date of termination.

- 5 **TAP Upgrade Models.** Any Products replaced within 6 months prior to the scheduled upgrade will be deemed the upgrade. Within 30 days of receiving an upgrade, the Agency must return the original Products to Axon or destroy the Products locally and provide a certificate of destruction to Axon that includes the serial numbers for the destroyed Products. If the Agency does not return the Products to Axon or destroy the Products, Axon will deactivate the serial numbers for the Products received by the Agency.
- 6 **TAP for Axon Body Worn Cameras.** If the Agency purchases 3 years of Evidence.com Unlimited Licenses or TAP as a stand-alone service and makes all payments, Axon will provide the Agency with a new Axon body worn camera (**Body Worn Upgrade Model**) 3 years after the TAP Term begins. If the Agency purchases 5 years of Evidence.com Unlimited Licenses, OSP, or TAP as a stand-alone service and makes all payments, Axon will provide the Agency with a Body Worn Upgrade Model 2.5 years after the TAP Term begins and once again, 5 years after the TAP Term begins.
 - 6.1. **TAP as a stand-alone.** If the Agency purchased TAP for Axon cameras as a stand-alone service, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same Product or a like Product, at Axon's sole option. Axon makes no guarantee that the Body Worn Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Body Worn Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Body Worn Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP

of the new model is less than the MSRP of the offered Body Worn Upgrade Model.

6.2. OSP or Unlimited TAP. If the Agency purchased an Unlimited License or OSP, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

7 TAP Dock Upgrade Models. If the Agency purchased TAP for the Axon Docks, or if the Agency purchased OSP, Axon will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at Axon's sole option (**Dock Upgrade Model**). If the Agency would like to change product models for the Dock Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Dock Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade Model.

8 TAP for CEWs. TAP for CEWs is a 5 year term. If the Agency makes all TAP CEW payments, 5 years after the start of the TAP Term, Axon will provide the Agency with a new CEW that is the same Product or a like Product, in the same weapon class (**CEW Upgrade Model**). The Agency may elect to receive the CEW Upgrade Model anytime in the 5th year of the TAP term as long as the final payment has been made.

If the Agency would like to change product models for the CEW Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered CEW Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered CEW Upgrade Model.

To continue TAP coverage for the CEW Upgrade Model, the Agency must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP.

9 TAP Termination. If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services, then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

- 9.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.
- 9.2.** Axon will not and has no obligation to provide the free upgrades.
- 9.3.** The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 9.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.



Morristown Police Dept. - TN

1/24/2018

Q-146426-43124.881JG

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Axon Sales Representative
Jeff Goolsby

jgoolsby@axon.com

[Return to Agenda](#)



Axon Enterprise, Inc.
Protect Life.
17800 N 85th St.
Scottsdale, Arizona, 85255
United States
Phone: (800) 978-2737

QUOTE: Q-146426-43124.881JG

Issue Date: 01/24/2018

Quote Expiration: 02/16/2018

Account Number: 109882

Start Date: 04/02/2018

Payment Terms: Net 30

Delivery Method: Fedex - Ground

Sales Representative:

Jeff Goolsby

jgoolsby@axon.com

Primary Contact:

Christophero Wisecarver
(423) 585-4646

cwisecarver@mymorristown.com

BILL TO:

Morristown Police Dept. - TN
P.O. BOX 1283
Morristown, TN 37814
US

SHIP TO:

Christophero Wisecarver
Morristown Police Dept. - TN
100 W. 1ST NORTH ST.
Morristown, TN 37814
US

Year 1

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans & Packages				
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	100	180.00	18,000.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,000	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	100	204.00	20,400.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	17	216.00	3,672.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	8	468.00	3,744.00
85110	EVIDENCE.COM INCLUDED STORAGE	240	0.00	0.00
85035	EVIDENCE.COM STORAGE	9,000	0.75	6,750.00
Hardware				
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	100	199.00	19,900.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	57	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	57	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	100	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10	35.00	350.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	17	1,495.00	25,415.00
Services				
85055	AXON FULL SERVICE	1	0.00	0.00
			Subtotal	98,231.00
			Estimated Shipping	547.98
			Taxes	0.00
			Total	98,778.98

Spares

Item	Description	Quantity	Net Unit Price	Total (USD)
Hardware				
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	6	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	6	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	6	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	6	0.00	0.00
			Subtotal	0.00
			Taxes	0.00
			Total	0.00

Year 2

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans & Packages				
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	8	468.00	3,744.00
85110	EVIDENCE.COM INCLUDED STORAGE	240	0.00	0.00
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	100	180.00	18,000.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,000	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	100	204.00	20,400.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	17	216.00	3,672.00
85035	EVIDENCE.COM STORAGE	9,000	0.75	6,750.00
			Subtotal	52,566.00
			Taxes	0.00
			Total	52,566.00

Year 3

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans & Packages				
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	8	468.00	3,744.00
85110	EVIDENCE.COM INCLUDED STORAGE	240	0.00	0.00
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	100	180.00	18,000.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,000	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	100	204.00	20,400.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	17	216.00	3,672.00
85035	EVIDENCE.COM STORAGE	9,000	0.75	6,750.00
			Subtotal	52,566.00
			Taxes	0.00
			Total	52,566.00

Year 4

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans & Packages				
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	8	468.00	3,744.00
85110	EVIDENCE.COM INCLUDED STORAGE	240	0.00	0.00
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	100	180.00	18,000.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,000	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	100	204.00	20,400.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	17	216.00	3,672.00
85035	EVIDENCE.COM STORAGE	9,000	0.75	6,750.00
			Subtotal	52,566.00
			Taxes	0.00
			Total	52,566.00

Year 5

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans & Packages				
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	8	468.00	3,744.00
85110	EVIDENCE.COM INCLUDED STORAGE	240	0.00	0.00
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	100	180.00	18,000.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,000	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	100	204.00	20,400.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	17	216.00	3,672.00
85035	EVIDENCE.COM STORAGE	9,000	0.75	6,750.00
			Subtotal	52,566.00
			Taxes	0.00
			Total	52,566.00

Grand Total	309,042.98
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Discounts (USD)

Quote Expiration: 02/16/2018

List Amount	343,495.00
Discounts	35,000.00
Total	308,495.00

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
Year 1	98,778.98
Spares	0.00
Year 2	52,566.00
Year 3	52,566.00
Year 4	52,566.00
Year 5	52,566.00
Grand Total	309,042.98

Axon Enterprise, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at <https://www.axon.com/legal/sales-terms-and-conditions>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ **Date:** _____
Name (Print): _____ **Title:** _____
PO# (or write N/A): _____

Quote: Q-146426-43124.881JG

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Morristown City Council Agenda Item Summary

Date: February 6, 2018

Agenda Item:

Prepared by: Larry Clark

Subject: Bidding for Phase IV Freddie Kyle Greenway

Background / History: In 2016, Morristown received a grant to construct a greenway from center of town north toward Cherokee Drive. We have completed the ROW, NEPA and design process and we are ready to bid the project.

Findings / Current Activity: McGill & Assoc. can perform the bidding functions under the Master Contract. Attached is a task order agreement to note costs for those services.

Financial Impact: Funds have been budgeted for this process.

Action options / Recommendations: Approval of agreement.

Attachments: Agreement



January 15, 2018

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

RE: Freddie Kyle Trail (T.C Greenway – Phase 4)
Engineering Services Proposal – Bidding and
Construction Phase Services
Morristown, TN

Dear Mr. Clark,

McGill Associates, P.A., is pleased to present this proposal for *Construction Project Bidding and Consulting Services During Construction* in connection with the Freddie Kyle Trail (Phase 4 of the Turkey Creek Greenway). The scope of work to be included in each of these tasks is outlined in Sections VI & VII of our Agreement for professional engineering services related to the project and will be accomplished in conformance with TDOT requirements and the Local Government Guidelines for the Management of Federal and State Funded Transportation Projects.

Based on our understanding of the project and the anticipated 90-day construction schedule, McGill Associates proposes to accomplish the above noted Scope of Work for the following lump sum fees:

- | | |
|---|-----------|
| ➤ Construction Project Bidding | \$ 7,080 |
| ➤ Consulting Services During Construction | \$ 47,120 |

Our fees include direct expenses such as printing, reproduction, postage, deliveries, travel, CAD expenses, and word processing. Any permitting fees for the project are not included and must be paid by others. We will assign staff to this project to achieve completion in the shortest time possible. If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation and completion date.

This proposal, in conjunction with the aforementioned Agreement and previous Sections I-V authorizations, represents the entire understanding between our firm and the City with respect to this project and may only be modified in writing, signed by both parties. If you find

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

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

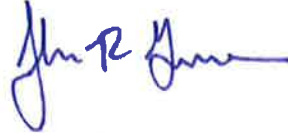
865-540-0801 • Fax 865-595-4999

[Return to Agenda](#)

Freddie Kyle Trail
Bidding & Construction Services
1/15/2018
Page 2

this scope and fee acceptable, please indicate acceptance by signing and returning one copy for our files. Thank you for this opportunity to serve you on this important project.

Sincerely,
McGILL ASSOCIATES, P.A.



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

APPROVED:
City of Morristown, Tennessee

By: _____

Title: _____

Date: _____

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 13th day of NOVEMBER, 2017, by and between BBJS HOLDINGS 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 MASENIGILL FALLS LOT 8
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, ^{PLAT} Deed Book KPLAT Page 186, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as MASENIGILL FALLS LOT 8
(Name of Plan/Development)
SUBDIVISION

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:

BB & J HOLDINGS
Company/Corporation/Partnership Name (Seal)

By: [Signature]

MICHAEL T. BUNCH
(Type Name)

MANAGING PARTNER
(Type Title)

State of Tennessee

County of Hamblen

The foregoing Agreement was acknowledged before me this 14th day of November, 2017.

by [Signature]
Notary Public

My Commission Expires 7/28/19



Approved as to form:
[Signature] 1-19-18
City Attorney Date

Approved by the City:

Mayor Date

SunTrust Banking Center -
Colonial Square

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 16th day of JANUARY, 2018, by and between SunTrust Bank 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 041C C 00402 000
as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)
Hamblen County, TN, Deed Book 1391 Page 174, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as SunTrust Branch Banking Center - Colonial Square
(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:

SUNTRUST BANK
Company/Corporation/Partnership Name (Seal)

By: Martha H. Byrd

MARTHA H. BYRD
(Type Name)

FIRST VICE PRESIDENT
(Type Title)

State of GEORGIA

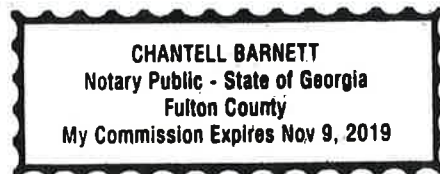
County of FULTON

The foregoing Agreement was acknowledged before me this 16th day of January 2018.

by Martha H. Byrd

Chantell Barnett
Notary Public

My Commission Expires Nov. 9, 2019



Approved as to form:

[Signature] 1-25-18
City Attorney Date

Approved by the City:

Mayor Date

Memo

To: Bill Honeycutt, Fire Chief
From: Gary Ryan, Deputy Fire Chief
Date: January 31, 2018
Re: Grant Application

This is to notify you that we have applied for a 2018 Assistance to Firefighter's Grant (AFG) offered through the Federal Emergency Management Agency (FEMA). This is a competitive program designed to address needs of the national fire service. We have successfully applied for this grant in the past.

The request will be for Personal Protective Equipment (PPE) in the form of structural firefighting clothing. These are also called turnout clothing. We will be using the Micro Grant process, which is for projects under \$25,000, to replace 11 sets of turnouts at a cost of \$24,970. There is a 90/10 federal/city split in the costs which would make the federal share \$22,473 and the City's share \$2,497.

The award process for these grants can take up to a year and match would come from the 2018-2019 budget.



From the Desk of

Debbie Stamey

Deputy Clerk/Executive Assistant

(423) 585-4603

e-mail dstamey@mymorristown.com

TO: Mayor and City Council

RE: MAYOR APPOINTMENT OR RE-APPOINTMENT

DATE: February 2, 2018

The following Board/Commission Members term will expire on February 15, 2018. This is a Mayor appointment or re-appointment for a five (5) year term to expire on February 15, 2023, scheduled for the February 6, 2018, City Council meeting.

Morristown Housing Authority

Term Expiring: Paulette Thomas*

The above listed member has been contacted and indicated her willingness to serve another term.

*Ms. Thomas was selected by the clientele of the MHA to be their representative on this board.

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of ONE DOLLAR (\$1.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned CITY OF MORRISTOWN, a municipal corporation, COLORTECH, INC., TOYODA TRW AUTOMOTIVE, INC., and VIFAN USA, INC. does hereby grant, bargain, sell, transfer and convey unto NORFOLK SOUTHERN RAILWAY COMPANY, its successors and assigns (hereafter referred to as "Grantees"), a permanent and perpetual easement for railway purposes on, over and through that property more particularly described as follows:

Situated and lying in the First Civil District of Hamblen County, Tennessee and being within the City Limits of the City of Morristown, Tennessee, located within the Morristown Airport Industrial District (M.A.I.D.), and being more particularly described as follows:

Beginning at the centerline intersection of State Route 160 and Commerce Blvd, having a bearing and distance of South 19deg 10min 33sec West 2900.72 feet to the true Point of Beginning. Thence along the southern easement line of the Norfolk Southern lead track South 36deg 26min 54sec West, 72.80 feet; Thence along a curve to the right with the western easement line for Norfolk Southern having a radius of 495.44 feet, an arc length of 519.59 feet, and a chord bearing and distance of North 85deg 13m in 46sec West, 496.10 feet to a point; Thence North 57deg 07min 41sec West, 1123.27 feet to a point; Thence along a curve to the right having a radius of 582.63 feet, an arc length of 347.26 feet, and a chord bearing and distance of North 41deg 04min 47sec West, 342.14 feet to a point; Thence North 24deg 44min 12sec West, 53.07 feet to a point; Thence along a curve to the left having a radius of 621.46 feet, an arc length 322.05 feet, and a chord bearing and distance of North 37deg 01min 36sec West 318.46 feet to a point; Thence North 52deg 10m in 26sec West, 319.14 feet to a point; Thence along a curve to the right having a radius of 2060.46 feet, an arc length of 452.63 feet, and a chord bearing and distance of North 45deg 58min 32sec West, 451.72 feet to a point; Thence North 39deg 51min 02sec West, 256.22 feet to a point; Thence along a curve to the left having a radius of 928.02 feet, an arc length of 96.12 feet, and a chord bearing and distance of North 41deg 57min 27sec West, 96.07 feet to a point; Thence North 47deg 06min 27sec West, 702.57 feet to a point; Thence leaving the western easement line for Norfolk Southern North 42deg 53 min 33sec East, 30.00 feet to a point, said point being in the eastern easement line for Norfolk Southern; Thence with the eastern easement line of Norfolk Southern South 47deg 06min 27sec East, 769.73 feet to a point; Thence along a curve to the right having a radius of 1550.76 feet, an arc length of 249.40 feet, and a chord bearing and distance of South 42deg 17min 54sec East, 249.13 feet to a point; Thence South 39deg 38min 48sec East, 46.56 feet to a point; Thence along a curve to the left having a radius of 2027.92 feet, an arc length of 451.69 feet, and a chord bearing and distance of South 46deg 12min 57sec East, 450.76 feet to a point; Thence South 52deg 15m in 25sec East, 182.83 feet to a point; Thence along a curve to the right having a radius of 855.63 feet, an arc length of 125.30 feet, and a chord bearing and distance of South 47deg 49min 47sec East, 125.19 feet to a point; Thence South 44deg 52 min 42sec East, 74.99 feet to a point; Thence along a curve to the right having a radius of 677.39 feet, an arc length of 260.72 feet, and a chord bearing and distance of South 33deg 24m in 53sec East, 259.11 feet to a point; Thence South 24deg 44min 10sec East, 52.45 feet to a point; Thence along a curve to the left having a radius of 552.63 feet, an arc length of 329.38 feet, and a chord bearing and distance of South 41deg 04min 47sec East, 324.52 feet to a point; Thence South 57deg 07min 40sec East, 1123.27' to a point; Thence along a curve to the left having a radius of 465.30 feet, an arc length

This instrument prepared by: Bacon, Jesse, Perkins, Carroll & Anderson, LLP, 1135 West Third North Street, Morristown, Tennessee 37814

Any examination of title, title search or title insurance policy will be evidenced by a separate document, certificate or policy. By this instrument preparer makes no representations as to title or survey. Failure to promptly record this instrument may seriously impair your rights. rc

of 552.45 feet, and a chord bearing and distance of South 89deg 11m in 39sec East, 520.57 feet the point of beginning. Being a 30' permanent easement 15' each side of the centerline of the Norfolk Southern lead track and 15' each side of the runaround tracks. As shown on a survey by the City of Morristown, bearing project number 2016-10 MAID RAILROAD EASEMENT, dated February 15, 2016, a copy of which is attached hereto for further reference.

For source of title see Record Books/pages 287/209, 287/450, 375/120, 444/77, and 457/172 all in the Register's Office for Hamblen County, Tennessee.

TO HAVE AND TO HOLD unto the said NORFOLK SOUTHERN RAILWAY COMPANY, and unto its heirs and assigns, the aforesaid permanent easement,

AND THE UNDERSIGNED HEREBY COVENANTS with the said NORFOLK SOUTHERN RAILWAY COMPANY, and with its successors and assigns, that it is lawfully seized and possessed of said property, that it has a good and valid right to sell and convey said easement as described herein and it will forever warrant and defend the title thereto.

This the ____ day of _____, 2018.

CITY OF MORRISTOWN

By: _____
GARY CHESNEY, MAYOR

COLORTECH, INC.

By: _____

Its: _____

TOYODA TRW AUTOMOTIVE, INC.

By: _____

Its: _____

VIFAN USA, INC.

By: _____

Its: _____

This instrument prepared by: Bacon, Jessee, Perkins, Carroll & Anderson, LLP, 1135 West Third North Street, Morristown, Tennessee 37814

Any examination of title, title search or title insurance policy will be evidenced by a separate document, certificate or policy. By this instrument preparer makes no representations as to title or survey. Failure to promptly record this instrument may seriously impair your rights. rc

STATE OF TENNESSEE
COUNTY OF HAMBLEN

Before me, a Notary Public of the state and county aforesaid, personally appeared, GARY CHESNEY with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Mayor of the CITY OF MORRISTOWN, the within named bargainor, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the CITY OF MORRISTOWN by himself as Mayor.

WITNESS my hand and official seal at office in said county this ____ day of _____, 2018.

NOTARY PUBLIC
My commission expires:

STATE OF TENNESSEE
COUNTY OF HAMBLEN

Before me, a Notary Public of the state and county aforesaid, personally appeared, _____ with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be the _____ of the COLORTECH, INC., the within named bargainor, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the COLORTECH, INC., by himself/herself as _____.

WITNESS my hand and official seal at office in said county this ____ day of _____, 2018.

NOTARY PUBLIC
My commission expires:

STATE OF TENNESSEE
COUNTY OF HAMBLEN

Before me, a Notary Public of the state and county aforesaid, personally appeared, _____ with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be the _____ of the TOYODA TRW AUTOMOTIVE, INC., the within named bargainor, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the TOYODA TRW AUTOMOTIVE, INC., by himself/herself as _____.

WITNESS my hand and official seal at office in said county this ____ day of _____, 2018.

NOTARY PUBLIC
My commission expires:

This instrument prepared by: Bacon, Jessee, Perkins, Carroll & Anderson, LLP, 1135 West Third North Street, Morristown, Tennessee 37814

Any examination of title, title search or title insurance policy will be evidenced by a separate document, certificate or policy. By this instrument preparer makes no representations as to title or survey. Failure to promptly record this instrument may seriously impair your rights. rc

STATE OF TENNESSEE
COUNTY OF HAMBLEN

Before me, a Notary Public of the state and county aforesaid, personally appeared, _____ with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be the _____ of the VIFAN USA, INC., the within named bargainor, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the VIFAN USA, INC., by himself/herself as _____.

WITNESS my hand and official seal at office in said county this ____ day of _____, 2018.

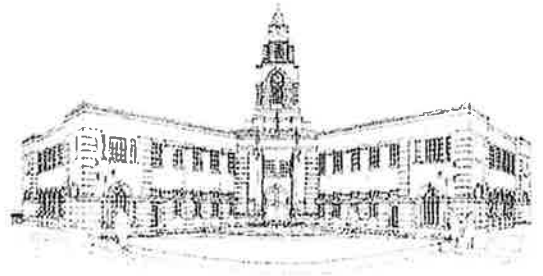
NOTARY PUBLIC
My commission expires:

This instrument prepared by: Bacon, Jessee, Perkins, Carroll & Anderson, LLP, 1135 West Third North Street, Morristown, Tennessee 37814

Any examination of title, title search or title insurance policy will be evidenced by a separate document, certificate or policy. By this instrument preparer makes no representations as to title or survey. Failure to promptly record this instrument may seriously impair your rights. rc

Morristown Police Department

ROGER OVERHOLT
Chief of Police



January 24, 2018

Mayor and Councilmembers:

I have completed a background check on Charles Hodge D.O.B. [REDACTED]/59 and Cynthia Shoun D.O.B. [REDACTED]55 for the purpose of signing a renewal Certificate of Compliance for the retail package store doing business as Chuck's Package Store, LLC located at 3401 West Andrew Johnson Highway.

Based on my investigation, it is my belief that these individuals have not been convicted of a felony in the ***last 10 years*** and you can feel confident in signing the Certificate of Compliance stating that a careful check was conducted.

If you have any further questions, please feel free to contact me at (423)318-1552.

Respectfully,

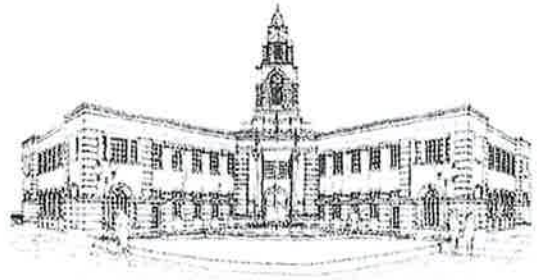
Lt. Billy Gulley 

Lt. Billy Gulley,
Support Services Supervisor
Morristown Police Department

cc: Roger D. Overholt, Chief of Police
file

Morristown Police Department

ROGER OVERHOLT
Chief of Police



Hamblen County Sheriff's Dept.
Records Division

January 22, 2018

I am requesting a records check for the purpose of a renewal Certificate of Compliance on the following individual:

Charles M. Hodge

D.O.B. [REDACTED] 59

SSN: [REDACTED]

Cynthia H. Shoun

D.O.B. [REDACTED] 55

SSN: [REDACTED]

If you have any questions, please give me a call at 423-318-1552 or fax me the results at 423-587-9518.

Thanks in advance for your assistance,

NO RECORD
JAN 24 2018
HCSD

Lt. Billy Gulley, Support Services Supervisor
Morristown Police Department

cc: file



City of Morristown
Office of the Police Department
LOCAL ARREST HISTORY
MORRISTOWN, TN (CITY LIMITS ONLY)



Subject of Inquiry: HODGE, CHARLES, MICHAEL
Last First Middle

Full Maiden Name if Applicable

Date of Birth: 1959

Address: Street: [REDACTED]
City: MORRISTOWN State: TN Zip Code: 37814

ID Presented: ☒ DL (State TN) ☐ SSN ☐ Military ☐ Other ID Number: [REDACTED]

☐ Check if information is same as above

Person Requesting: GULLEY, B.
Last First Middle

Date of Birth: _____

Address: Street: MPD
City: _____ State: _____ Zip Code: _____

ID Presented: ☐ DL (State _____) ☒ SSN ☐ Military ☐ Other ID Number: _____

"I understand this information is regulated by law."

LT B. Gulley
Signature

☐ No Record was found with the name and DOB provided.

☒ The following record was found with the name and DOB provided.

Date:	Charges:
11/4/1996	Speeding
1/11/1997	Run Stop Sign

☐ Continued on Reverse Side

Melinda Andrews Records
Employee Processing History Title

Date: 1/22/18

[Return to Agenda](#)



City of Morristown
P.O. Box 1499
Morristown, TN 37816

RECEIVED

JAN 18 REC'D
BY: [Signature]



Renewal Application for Certificate of Compliance

Important Notes

1. This application shall be verified by the applicant. In the event the applicant is a partnership or corporation, each partner or stockholder shall file an accompanying application.
2. This application must be submitted 10 days prior to City Council meeting in which it is wished to be heard.

Personal Data (Please Print)

(In the event the applicant is a partnership or corporation, each partner or stockholder must submit a renewal application.)

Full name of applicant: Charles M. Hodge Date of Birth [Redacted]-59

Name of corporation, partnership or LLC: Chucks Package Store

Home Address: [Redacted] Morristown, TN Zip 37814

How long have you lived at current address 25 yrs Home Phone [Redacted] Cell 423-[Redacted]

Social Security #: [Redacted] Driver's License #: [Redacted]

Have you ever been convicted of any violation of a federal law, state law or municipal ordinance?

 Yes ✓ No

If "yes", specify offense, date, place of occurrence and disposition:

Store Name and Location

Store name: Chuck's Package Store

Street Address: 3401 West Andrew Johnson Hwy Zip 37814

Retail License Renewal Date 2-26-18

I the undersigned applicant, do hereby authorize the City of Morristown, by and through its agents and representatives and employees, to make inquiry, whether verbal, written, or electronic of any and all law enforcement agencies or clerks of courts, whether, state, federal or local, concerning my criminal history of any convictions that I have had for any misdemeanor or felony, involving other than minor traffic violations, within the last ten (10) years from the date of this application.

I the undersigned realize that falsification of any portion of this application shall be grounds for rejection of the application. The applicant further agrees to comply with state, federal laws, city ordinances and the rules and regulations of the Alcoholic Beverage Commission and of the State Commissioner of Revenue with references to the sale of alcoholic beverages.

Charles M. Hodge
Signature of Applicant

1-17-18
Date



City of Morristown
P.O. Box 1499
Morristown, TN 37816

RECEIVED

JAN 18 REC'D

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Renewal Application for Certificate of Compliance

Important Notes

1. This application shall be verified by the applicant. In the event the applicant is a partnership or corporation, each partner or stockholder shall file an accompanying application.
2. This application must be submitted 10 days prior to City Council meeting in which it is wished to be heard.

Personal Data (Please Print)

(In the event the applicant is a partnership or corporation, each partner or stockholder must submit a renewal application.)

Full name of applicant: Cynthia H. Shoun Date of Birth [REDACTED] SS

Name of corporation, partnership or LLC: Chuck's Package Store

Home Address: [REDACTED] Morristown, TN Zip 37814

How long have you lived at current address 25 yr Home Phone 423 [REDACTED]

Social Security #: [REDACTED] Driver's License # [REDACTED]

Have you ever been convicted of any violation of a federal law, state law or municipal ordinance?

 Yes ✓ No

If "yes", specify offense, date, place of occurrence and disposition:

Store Name and Location

Store name: Chuck's Package Store

Street Address: 3401 W. Andrew Johnson Hwy. Zip 37814

Retail License Renewal Date 2-26-18

I the undersigned applicant, do hereby authorize the City of Morristown, by and through its agents and representatives and employees, to make inquiry, whether verbal, written, or electronic of any and all law enforcement agencies or clerks of courts, whether, state, federal or local, concerning my criminal history of any convictions that I have had for any misdemeanor or felony, involving other than minor traffic violations, within the last ten (10) years from the date of this application.

I the undersigned realize that falsification of any portion of this application shall be grounds for rejection of the application. The applicant further agrees to comply with state, federal laws, city ordinances and the rules and regulations of the Alcoholic Beverage Commission and of the State Commissioner of Revenue with references to the sale of alcoholic beverages.

Cynthia H. Shoun
Signature of Applicant

1-16-18
Date

Morristown Fixed Express Route Study

January 15, 2018

Prepared for:





Prepared for:

East Tennessee Human Resource Agency
9111 Cross Park Drive Suite D100
Knoxville, TN, 37923

Prepared by:

Mariate Echeverry
Senior Transportation Planner
T: (704) 716-0734
M: (828) 989-7904
E: mariate.echeverry@aecom.com

AECOM
6000 Fairview Road
Charlotte NC, 28210
aecom.com



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1. Introduction

This project explores the feasibility of operating express fixed route bus service between the cities of Morristown and Knoxville in East Tennessee. Express routes usually cover longer distances and provide fewer stops along the way than the regular fixed routes. Express routes are an effective way to address public need for commuting patterns and to bridge the gap for people that rely on public transportation to reach employment or medical care. In addition, express routes provide an alternative to the personal automobile and help to achieve environmental goals by reducing congestion by decreasing the number of cars on the road.

It is anticipated that the express route will be operated by East Tennessee Human Resource Agency (ETHRA), who currently serve more than 16 counties in the region. In addition to providing social services for disadvantaged communities, ETHRA provides on-demand public and medical transportation by appointment only. By providing a fixed route service between Morristown and Knoxville, individuals will have new options for public transportation.



Figure 1 – ETHRA Service Area

2. Review of existing conditions

2.1 Background

ETHRA is a regional service agency in East Tennessee. Founded in 1973, ETHRA serves 16 counties within the region, (see Figure 1), providing a variety of services, from independent living, education, access to food and employment, housing and utilities, judicial support, and transportation. In 2016, ETHRA operated 137 vehicles and had 299,460 unlinked passenger trips.

ETHRA offers mainly two transportation programs: door-to-door transportation, and Ride to Work. To utilize the door-to-door service, passengers must schedule trips 24-hours in advance. One-time and recurring trips are allowed under this program.

The Ride to Work program is funded out of the Federal Transit Administration's Section 5307 Job Access and Reverse Commute program; and provides job-related trips to low income individuals, who have gone through an eligibility process. Individuals enrolled in this program can access the service for free during a nine month period. After nine months, regular fares will be applied. This program limits participation to 12 years, and the individual would be able to use the service for job related trips.

Fares are \$3 for a one-way trip. An additional \$3 is charged when a county line is crossed. Non-scheduled stops along the route are an additional \$1 per stop.

2.2 Local and Regional Plans

TDOT Assessment of Intercity Bus Service Needs Study – Final Report (2015)

This study was conducted to determine whether or not intercity bus needs throughout Tennessee were adequately being met in order to satisfy TDOT's requirement under FTA Section 5311 to spend at least 15 percent of its annual



Section 5311 apportionment to carry out a program to develop and support intercity bus transportation, unless the governor certifies that the intercity bus service needs of the state are being adequately met.

The study's methodology involved a multi-step approach:

- Review historical development of intercity and regional bus service in and through Tennessee
- Conduct intensive public outreach efforts targeting multiple audiences and stakeholders
- Inventory the current intercity bus network, intercity bus facilities, and intermodal connections
- Conduct data analysis of intercity bus corridors, populations served, and how current services meet the state's intercity bus needs
- Conduct a transit/intercity bus propensity evaluation to provide quantitative evidence of intercity bus needs
- Utilize the Transit Cooperative Research Program (TCRP) intercity bus demand model to determine intercity bus needs and service gaps, network connectivity issues, or overall system functionality concerns
- Conduct a comparative assessment of current network and projected intercity bus needs utilizing both quantitative and qualitative techniques
- Assess connectivity between intercity bus service and other transit modes
- Compile a comparative assessment of rural transit needs and intercity bus needs across the State
- Consult with intercity bus operators and other public transit providers regarding intercity bus service

The report concluded that intercity bus needs were being adequately met by Rural Transit Agencies (RTAs) and private bus operators and therefore it recommended

that TDOT dedicate all of its Section 5311 apportionment to support the state's public transportation services. It also recommended that TDOT may consider using part of its apportionment to support feeder service agreements between the private bus operators and the RTAs.

Lakeway Area Metropolitan Transportation Planning Organization Transit Feasibility Study (2006)

The Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) was formed as a result of the 2000 Census. Through LAMTPO, a Transit Feasibility Study was performed in 2006 to understand the mobility needs of this newly designated urbanized area.

The study area included Morristown, Jefferson City, White Pine, and portions of Hamblen and Jefferson Counties. Public involvement was an integral component of this study in order to gather input from a local perspective.

Several service and organizational alternatives were considered in the study:

- Fixed-route circulator in Morristown
- Point-deviation service throughout the LAMTPO urban area
- Fixed-route circulator and regional point-deviation service

The Morristown Circulator was proposed in the plan to consist of an east and west loop that would serve major origins and destinations in the central Morristown area. One vehicle would be used on each loop with the east loop operating clockwise and west loop counter-clockwise. The two loops would meet at a transfer point located downtown. The service would operate on a 30 minute frequency from 6:00 am to 6:00 pm on weekdays. The service would be funded by FTA Section 5307 (50 percent),



TDOT UROP funds (25 percent), and local government (25 percent).

The objective of the study was not to recommend a single alternative, but rather evaluate them qualitatively based on geographic, access, capital and operational costs, local funding requirements, capacity, and visibility factors. Alternative 3, which proposes a fixed-route and regional point deviation service, received the highest ratings but was also the most expensive.

The study also looked at park and ride opportunities, a voucher system for private taxis, and the creation of a transit center. The study recommended initiating transit service first using FTA Section 5307 funding before implementing a transit center.

LAMTPO Human Services Transportation Coordination Plan (2015)

The Human Services Transportation Coordination Plan (HSTCP) was prepared by the LAMTPO in 2015 as an update to the previous HSTCP. A human services transportation plan is required by federal law in order to receive several FTA grants.

It was prepared following the adoption of the federal Moving Ahead for Progress in the 21st Century Act (MAP-21), which eliminated and merged several FTA programs such as Section 5316 Job Access and Reverse Commute (JARC). The HSTCP addresses these changes in FTA funding.

The HSTCP included stakeholder outreach, self-assessment survey results, an overview of existing transit services, identification of transit issues, and recommendations. In particular, the HSTCP focused on the need to improve education and awareness in the community of public transportation.

The main issues identified with current transit service were:

- Transportation services need to be provided to most major employers and/or industrial parks within the region.
- Transportation services need to be flexible to allow for convenient access to childcare facilities.
- Maximize use of public transportation to offset the higher costs of fuel.

The following recommendations were presented in the plan:

- To continue and expand the coordination process with various agencies, and local, state, and federal governments.
- Provide transportation services to the many industrial parks, where more skilled and higher paying jobs are located.
- Provide a mix of services and vehicles that can provide a more efficient transportation service to rural residents or outlying job locations.
- Analyze and evaluate the potential for providing transportation services later in the evening and at night that can accommodate the second and third shift workers at major employers.
- Analyze and evaluate the need for transportation services seven-days-per-week to accommodate jobs that are available on the weekends.
- Provide additional transportation services to areas where higher concentration of low-income or subsidized housing is located.
- Provide marketing efforts that will include specific efforts to target persons who are disabled to inform them of the transportation options that are available.
- Provide transportation information by personally meeting with disability advocacy groups.



Knoxville RTPO Human Services Transportation Coordination Plan (2013)

The Human Services Transportation Coordination Plan (HSTCP) was prepared by the Knoxville Regional Transportation Planning Organization (RTPO). The plan, adopted in 2013, is an update to the original HSTCP adopted in 2007.

The HSTCP provides updated demographic data, surveys existing transit providers in the region, documents funding availability, assesses transportation needs, and identifies strategies to address needs and gaps in transit services. Several strategies are to:

- Provide new coordinated services to help meet the needs of those passengers that may be impacted by the MAP-21 changes.
- Make sure services are affordable.
- Provide transfers between transit service providers. Coordinated transfers should not cost the passenger two fares.
- Provide a 24-hour emergency transportation service to accommodate persons who have an unexpected disruption in their usual mode of travel.
- Prepare a variety of print information to distribute at key locations where potential riders needing services may congregate. Material should be appropriately written and designed for appropriate audience.
- Create a centralized source of information that can be accessed by one phone number.
- Create an educational program for potential riders, medical staffs, counselors, and facility staff about the availability of transit services, policies, and the intricacies of riding them.
- Study the need for a Regional Transit Authority.

- Explore ways to introduce accessible taxis to the region. Accessible taxis can help provide service options to people who are disabled.

2.3 Funding allocation

The Morristown Express Fixed Route would most likely be funded by City of Morristown Section 5307 of the Federal Transit Administration (FTA). Currently, ETHRA receives Section 5307 from the City of Knoxville and the City of Morristown. The funds passed through by the City of Knoxville pay for preventive maintenance and Job Access and Reverse Commute (JARC) trips. The funds passed through by the City of Morristown pay mostly for operations.

The table below shows how these funds were allocated in FY2016.

Section 5307 City of Knoxville (Total Apportionment = \$6,204,025)		
Capital – Preventive Maintenance	\$101,858	Federal
	\$12,732	Tennessee Department of Transportation
	\$12,732	ETHRA
JARC	\$175,000	Federal
	\$87,500	Tennessee Department of Transportation
	\$87,500	ETHRA
Section 5307 City of Morristown (Total Apportionment = \$694,928)		
Operations	\$347,464	Federal
	\$173,732	Tennessee Department of Transportation
	\$173,732	ETHRA



2.4 Demographics

The demographic analysis with population breakdown, origin, limited English proficiency and poverty levels is shown below.

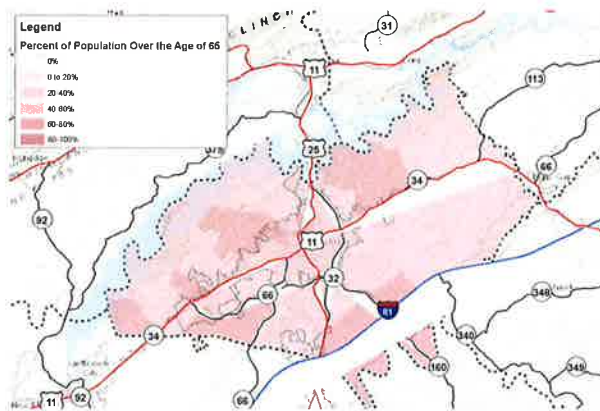


Figure 2 - Population

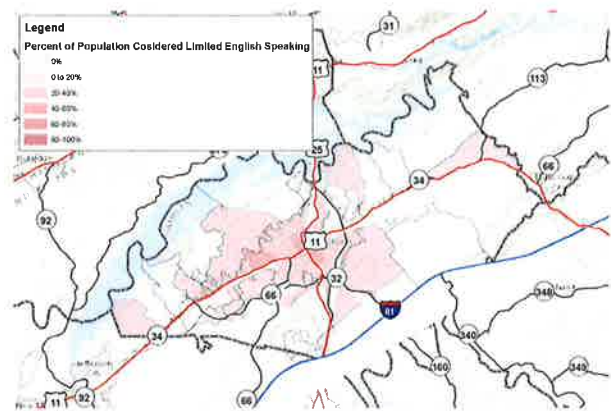


Figure 5 - Limited English Proficiency

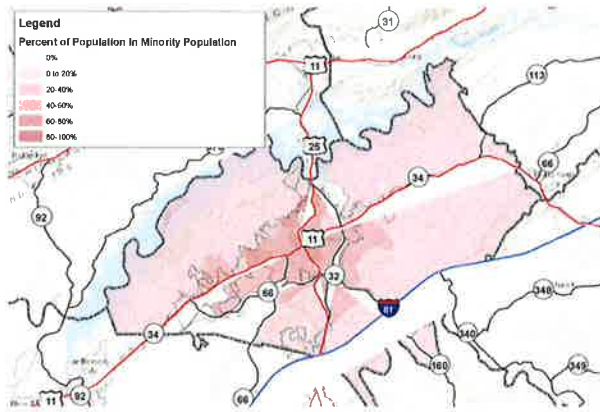


Figure 3 - Minority Population

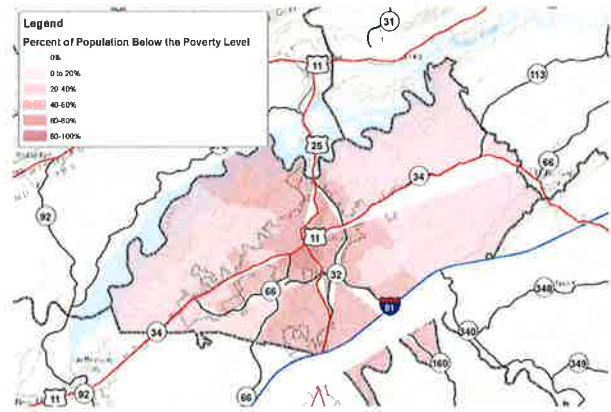


Figure 6 - Poverty

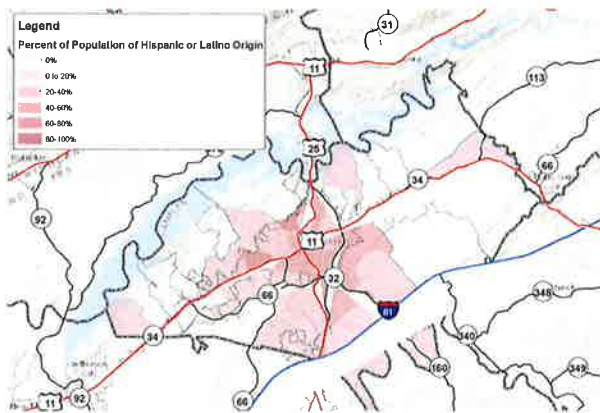


Figure 4 - Hispanic or Latino Origin

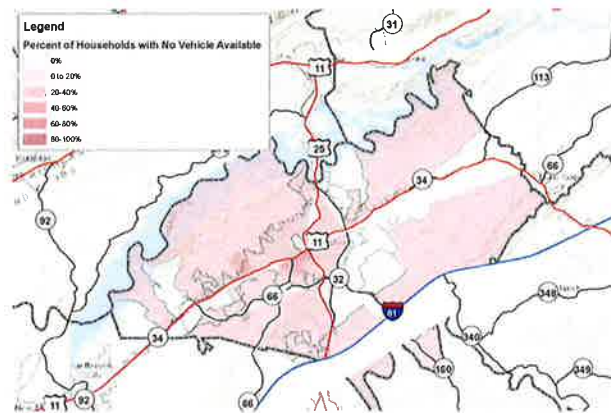


Figure 7 - No Vehicle Households



Employment Flows

According to the latest U.S. Census Bureau numbers, there were almost 600 employees traveling from **Morristown to Knoxville** in 2014. Over a quarter of these employees (26.1%) were aged 29 and younger. Furthermore, almost 206 employees (34.7%) earned \$1,250 or less per month, (\$15,000 or less per year).

The analysis indicated a good concentration of work flows from Morristown to areas near the University of Tennessee Medical Center. Smaller concentrations of employee travel destinations included areas near West Town Mall, Northgate Plaza Shopping Center, and BB&T Bank in downtown Knoxville.

There were also 409 recorded work trips traveling from **Knoxville to Morristown** in 2014. About a third of these trips, (33.7%) were made by employees 29 and younger. Similar to the Morristown to Knoxville employee flows, 34.5% of these employees earn \$1,250 or less per month.

Higher concentrations of employee trip destinations were noticed in Morristown. Notable destinations were near the Morristown Hamblen Healthcare System Campus, College Square Mall, and the Liberty Plaza Shopping Center.

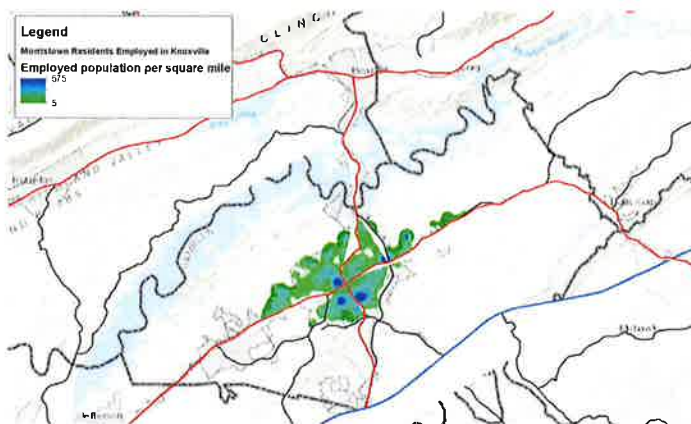


Figure 8

Morristown Residents Employed in Knoxville (Origin)

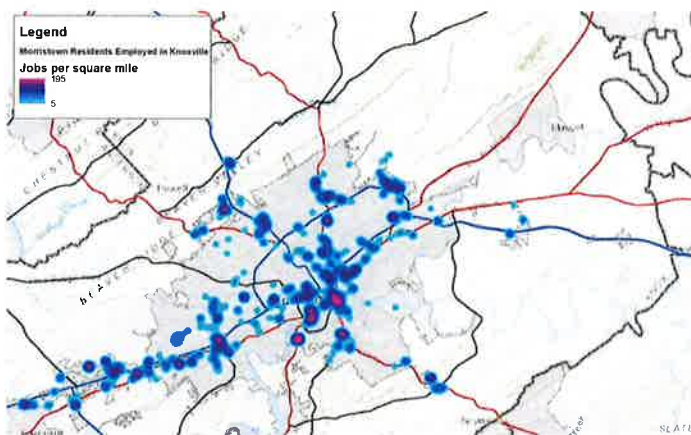
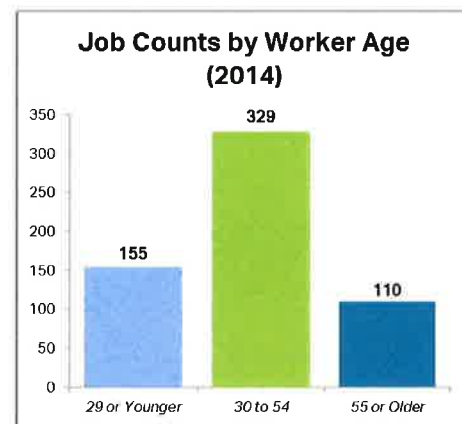


Figure 9

Morristown Residents Employed in Knoxville (Destination)



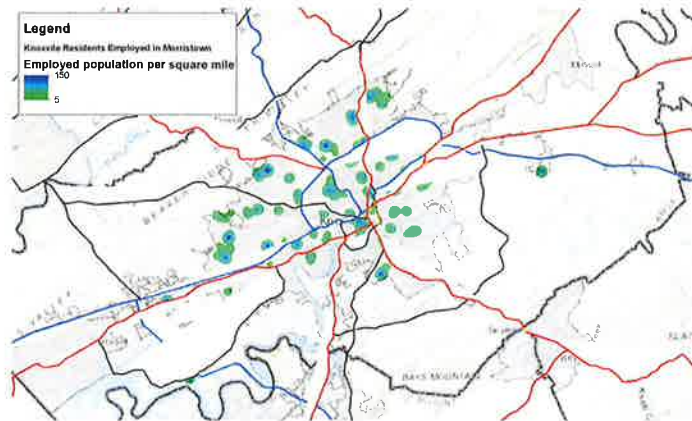


Figure 10

Knoxville Residents Employed in Morristown (Origin)

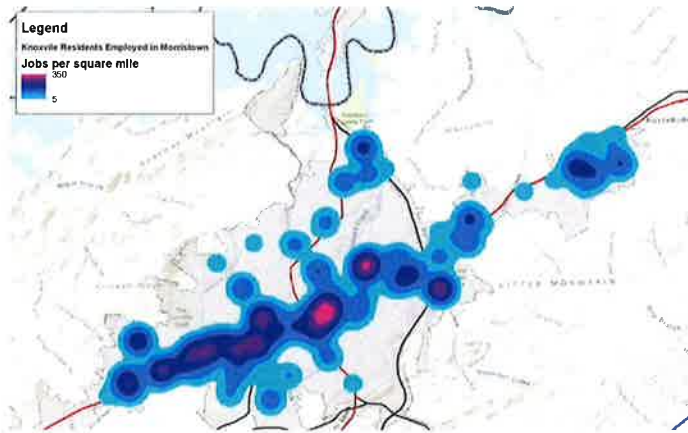
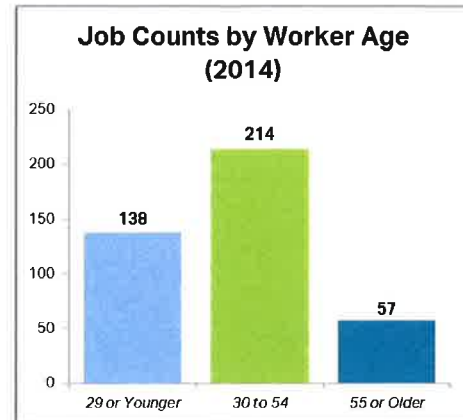


Figure 11

Knoxville Residents Employed in Morristown (Destination)



3. Public / Stakeholder Involvement

Success of the Morristown Express Route Feasibility Study is affected by the public participation. One of the most important elements in the planning process is to involve the community in meaningful ways, gather input and listen to their concerns and ideas; their contributions are used to inform decisions and outcomes.

Public outreach during this planning process informed decisions and provided vital information to develop the Express Route. Three tools were used to engage the public:

- Focus groups to engage stakeholders.
- Public meetings to engage the public.
- Survey to gather additional information from stakeholders and public.

3.1 Focus Groups

Two focus group meetings were held on July 17th, 2017 – one at the Morristown City Center, and one in ETHRA's offices in Knoxville.



The following agencies were able to participate in the focus group meetings:

- Douglas-Cherokee
- Senior Citizens Center
- MATS
- CEASE, Inc.
- Walter State Community College
- Jefferson County Office on Aging
- Lakeway Area Metropolitan Transportation Planning Organization
- CAC Office on Aging
- SmartTrips
- Knoxville Regional Transportation Planning Organization
- Tennessee Department of Transportation
- East Tennessee Human Resource Agency

The focus groups were guided discussions that allowed participants a chance to respond to a series of questions. Below is the list of questions, and a summary of the responses.

Question 1: How do you think this route can serve your agency and the people you serve?

- Provide reliable transportation for medical appointments between Morristown and Knoxville;
- Transportation for college students;
- Transportation for aging and disabled patrons;
- Transportation to/from industrial areas (i.e., employment trips);

Question 2: Where should this route begin and end, in Morristown and Knoxville?

- Downtown Morristown (with circulator service in downtown Morristown);
- Near low income housing developments;
- Walters State Community College (Morristown);
- Pellissippi State Community College (Knoxville);
- Walmart parking lot;
- UT Medical Center (Knoxville);
- Most doctor offices are located near larger hospitals;
- Forks of the River Area (Knoxville);
- Oak Ridge National Laboratory;

Question 3: What are the main destinations this route should serve?

- New Market, Strawberry Plains, Jefferson City;
- Industrial Parks;
- TN Career Center (Morristown);
- Covenant Health Sites;
- Tennova Healthcare Sites (e.g., Lakeway Regional, Jefferson Memorial)

Question 4: What do you think is a reasonable fare?

- \$18 round trip (currently ETHRA's rate) is almost 7% of user's income;
- The Dept. of Labor's Workforce Innovation and Opportunity Act (WIOA) currently allows a \$250 / month gas subsidy for eligible recipients.

Question 5: What do you think of offering subsidies, (e.g., ADA half fare, students, seniors, etc.)?

- Most stakeholders agreed that fare subsidies could be very helpful;

Question 6: When should this route run, (i.e., hours of operation)?

- Industrial shift changes usually occur at 7:00am, 3:00pm, 11:00pm;



- Business Hours (9:00am to 5:00pm);
- Before 7:00am and after 11:00pm

Question 7: Any new developments coming that may require transit service in the near future?

- Exit 8 (Interstate 81);
- Merchant's Greene Shopping Center (Morristown);
- East and West Industrial Areas (Morristown);
- Dandridge Industrial Area (Morristown);
- Knoxville TPO will check with MPC for potential new developments;
- TDOT will check with Local Programs Office for potential new developments

Question 8: What is your agency's position about partnering for the delivery of this service?

- Smart Trips (Knoxville) could help promote and educate once service is established;
- Coordinate with KAT's Rides to Wellness program

Question 9: Do you foresee any challenges with this route?

- KAT Coordination (e.g., fare box, tickets, transactions)
- Transfers could represent a barrier for many users

Question 10: Any other considerations as we move forward with this project?

- Weekend Schedules;
- Measures of success, (i.e., ridership);
- Incorporating shuttle services from the KAT station to colleges and medical centers;
- Providing multi-modal accommodations on new busses and/or shuttles (i.e., bike racks)

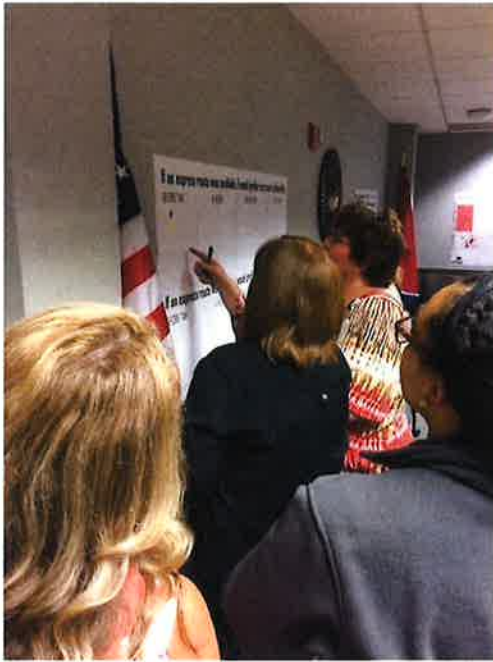
Participant agencies showed support for transit series and expressed the need for fixed route service within town, in addition to service to neighboring towns and Knoxville.

3.2 Public Meetings

Two public meetings were held on August 30th, 2017. The first meeting was conducted at the Morristown City Center from 10:00am to 12:00pm. The second meeting occurred that afternoon from 2:30 to 4:30pm at ETHRA's offices in Knoxville.

The meetings were advertised as drop-in meetings where visitors were given a short presentation of the project's purpose. This was followed by an interactive exercise where attendees could provide input on specific items such as stop locations, frequency, and fare.





3.3 Surveys

Paper and electronic surveys were distributed to collect similar information obtained from the focus group and general public meetings. In total, a little less than 150 completed surveys were received.

The surveys indicated that the main trip purpose is work (23%) followed by medical and /or dental appointments (22%).

43% of the respondents would prefer service from 7AM to 12PM towards Knoxville, similar to respondents traveling to Morristown (42%).

Regarding fares, 28% said they would pay up to \$4 per trip, and more than \$4. 24% of those surveyed would pay up to \$3.

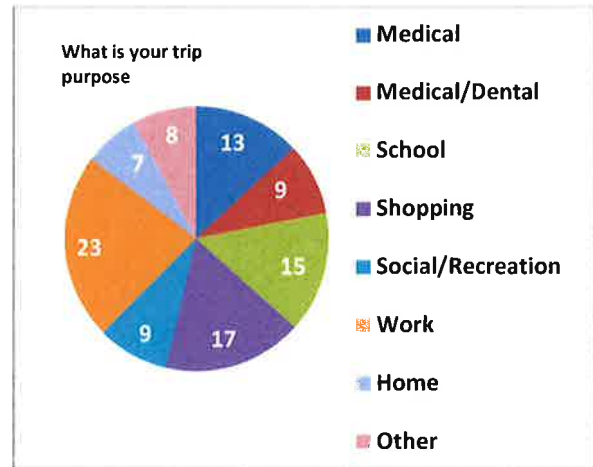


Figure 12 – Trip Purpose

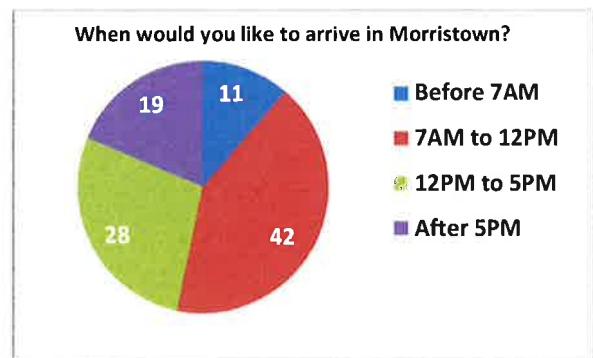
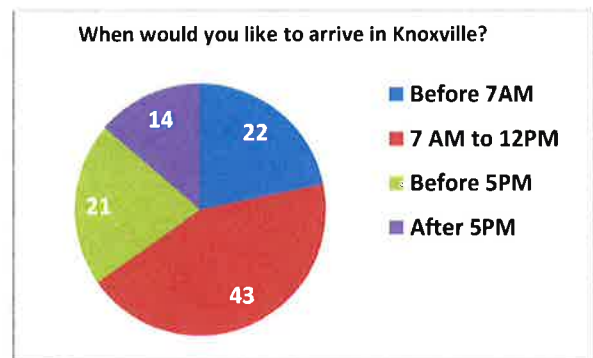


Figure 13 – Arrival times to Knoxville and Morristown

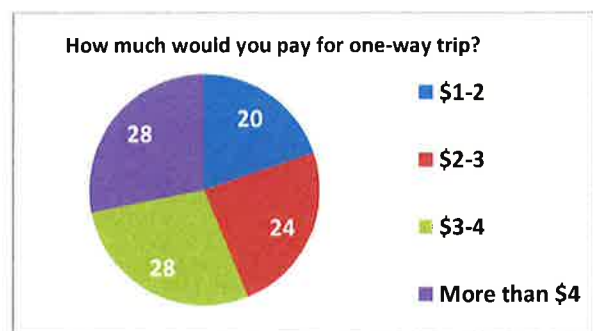


Figure 14 – Fare Preference



4. Analysis of service alternatives

Two route options were introduced that could effectively provide fixed route service between Morristown and Knoxville. The first option was to utilize the interstate system. However, early in the process, it was decided that the best option was to travel along US Hwy 11E; as this route would allow for connections to Strawberry Plains, Jefferson City, and Carson-Newman University.

Figure 15 below shows the route alignment.

Three options were considered within Morristown, as shown in Figure 16. In order to reduce the route length the preferred option was to begin service in Morristown at the future ETHRA location at 2800 W. Andrew Jackson Parkway.

Figure 17 shows the route once it reaches Knoxville.

The route stops are shown below:

Eastbound	Running time
2800 W Andrew Jackson Pwy	0:00
Hwy 11E @ Walmart Super Center	0:14
Carson Newman @ Maddox Student Activity Center - Branner Ave.	0:23
Hwy 11E @ Churchview St	0:33
Hwy 11E @ Old Andrew Johnson Hwy	0:43
Hwy 11E @ Tennessee Valley Fair	1:01
Hwy 11E @ Pellissippi State Magnolia Campus	1:12
KAT Station	1:18

Westbound	Running time
KAT Station	0:00
Hwy 11E @ Pellissippi State Magnolia Campus	0:05
Hwy 11E @ Tennessee Valley Fair	0:11
Hwy 11E @ Dollar General Store	0:30
Hwy 11E @ Church	0:40
Carson Newman @ Maddox Student Activity Center - Branner Ave.	0:52
Hwy 11E @ Papa Johns	1:03
2800 W Andrew Jackson Pwy	1:15

Table 1 – Route Stops from Morristown to Knoxville

4.1 Service Funding

There are mainly three options under the Federal Transit Administration guidelines that can help subsidizing the operation of the express route between Morristown and Knoxville, as follows:

Section 5307 – This program offers assistance for capital and operational expenses:

1. Operating Assistance, which is available to agencies in Urbanized Areas with populations of less than 200,000. There is no limitation in the amount of assistance for operating expenses; these funds require of 50% local match. Usually the State will contribute towards this match, which could further reduce the local match.
2. Capital cost of contracting, which is available if the recipient contracts services with an external provider. The amount of assistance will depend on the nature of the contract, and it ranges from 0% - 100%. For example, ETHRA could contract with KAT to provide this service.
3. Job Access and Reverse Commute program. This program was folded into Section 5307 with the pass of Moving Ahead for Progress. This funding program includes projects that were eligible under Section 5316. To qualify for this funding the service needs to fall under New and Existing Service, Development Projects or under the Reverse Commute category, and address transportation needs of welfare recipients and eligible low-income individuals.

Section 5310 – The Enhanced Mobility of Seniors and Individuals with Disabilities Program provides formula funding to states and designated recipients to improve mobility for seniors and individuals with disabilities.

Funds can be available under Traditional Projects, when public transportation is insufficient, unavailable or inadequate for elderly and disabled population; or Other Projects, which enhance services for the elderly and disabled.



Capital and operating expenses that meet the needs of seniors and individuals with disabilities could be funded through this funding source

In addition to traditional funding sources, it would be recommended to explore partnerships with Walters State University and Carson-Newman University to contribute with funding for this service.

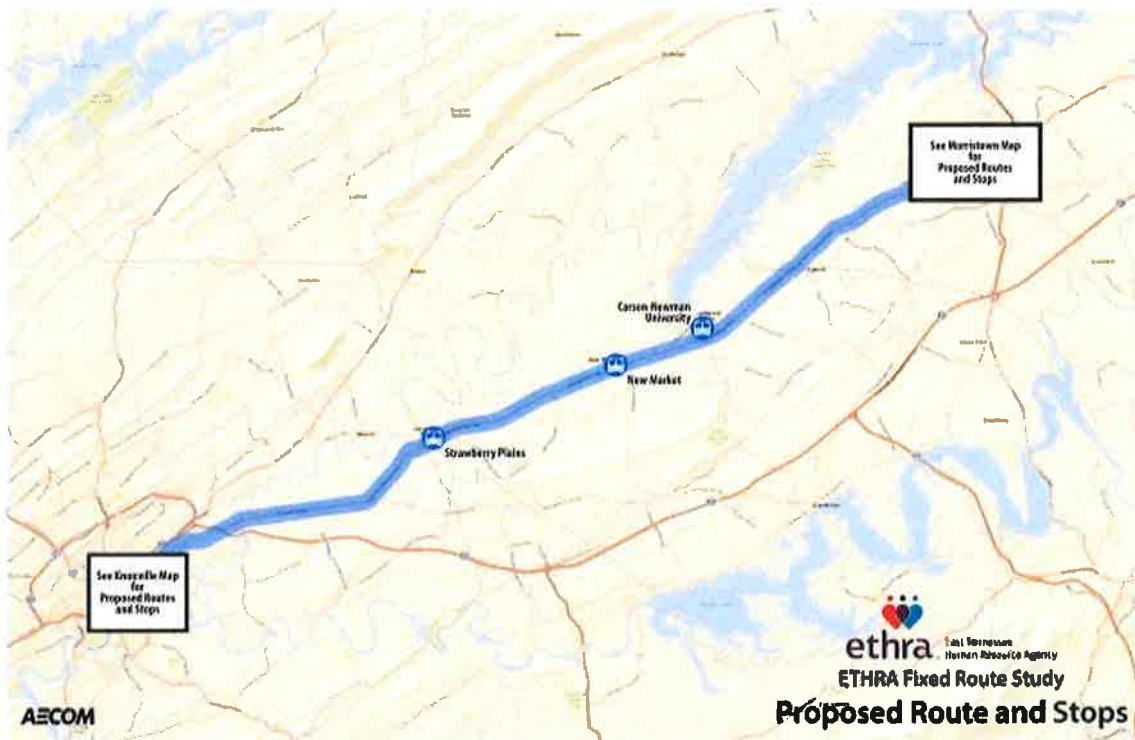


Figure 15 – Proposed Route Alignment between Morristown and Knoxville

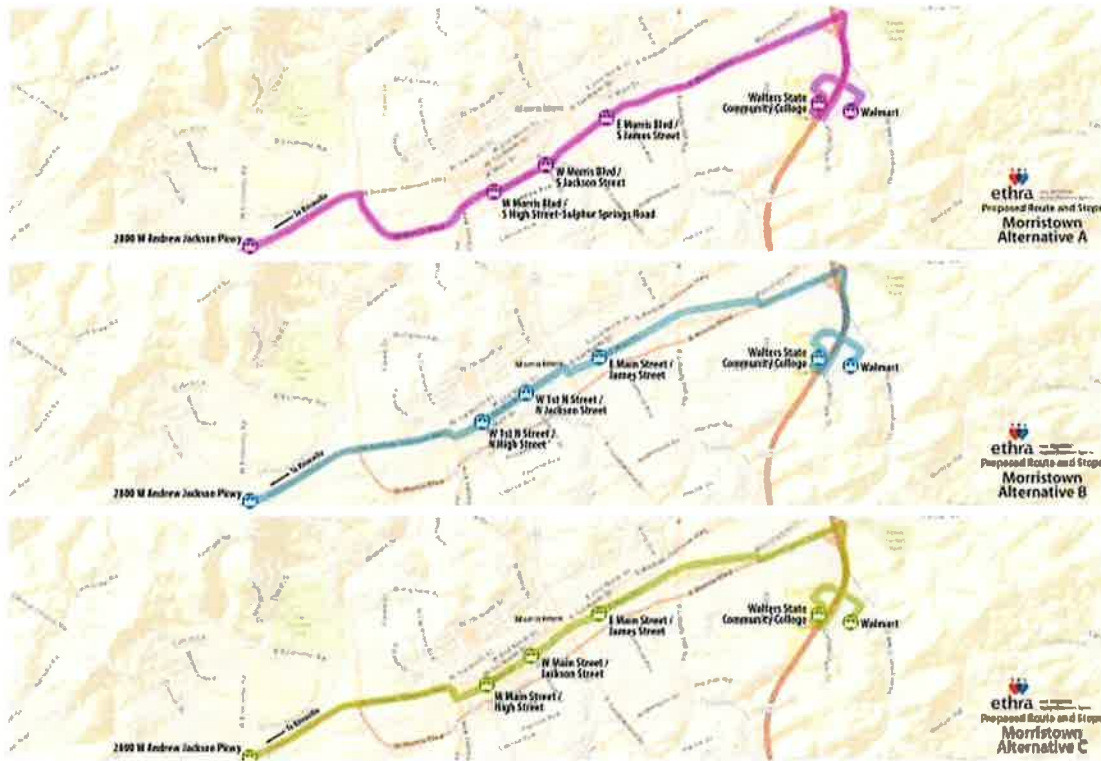


Figure 16 – Proposed Route Alternatives through Morristown



Figure 17 – Proposed Route Alignment through Knoxville



4.2 Performance Measures

Performance measures are a useful way to keep track of implementation and service operation; the performance measures have been grouped in six areas of emphasis; these will help establishing the bottom line and develop targets based on the system goals.

Categories	Performance measures
System performance	<ol style="list-style-type: none"> 1. Unlinked passengers 2. Trips/rev. miles 3. Trips/rev. hours (productivity) 4. Boards/alightings at stop level
Safety	<ol style="list-style-type: none"> 1. # accidents/100,000miles
Reliability	<ol style="list-style-type: none"> 1. On-time performance 2. Missed trips 3. Road calls
Asset Management	<ol style="list-style-type: none"> 1. Age of fleet by vehicle type 2. Percent of remaining useful life for vehicles
Customer Service	<ol style="list-style-type: none"> 1. Complaints/month 2. Commendations/month
Financial	<ol style="list-style-type: none"> 1. System operating recovery ratio 2. Subsidy/passenger 3. Cost/passenger 4. Cost/trip 5. Cost/hour

Table 2 – Performance Measures

5. Implementation Plan

Express bus service is a type of fixed route that typically picks up passengers from park-and-ride lots in suburban areas and takes them to a central urban location. This transit service usually operates for longer-distance trips on a Monday through Friday, peak commuter time schedule. These commuter routes have limited stops, typically travel non-stop on highways (such

as 11E), and terminate at the central business district in the city, in this case, Knoxville. Fares for the service may be comparable to Greyhound service, but slightly higher than typical local fixed route or comparative demand response service.

Longer-Distance Commuters from suburban areas around the Morristown community would include travel needs for health care, potential employment trips, students needing connective service from the Carson Newman University campus and employees working in Knoxville who live in the Morristown area. Though Morristown does not currently have a public transit circulator service, it is difficult to address the potential ridership needs for long-distance commuters. The Greyhound service from Morristown to Knoxville currently utilizes Interstate 81 as their travel corridor, providing this one-way trip for a fare of \$11.00.

5.1 Fares

Peer Example

Sunway Charters provides an express route that serves the Town of Boone, The Mountaineer East/West (Boone to Greensboro). This express route is similar to the Morristown to Knoxville route, in that the distance and timing is comparable, and an urban area is provided connection to outlying communities, including a university. This route picks up passengers in Boone at Hoey Hall Awning (served by the Gold, Red, Express, Orange, and State Farm AppalCART routes) located on Hardin Street. (AppalCART is the transit provider that serves the Town of Boone and Appalachian State University). Tickets for this service can be purchased locally or online at Greyhound.com. Regular fares range from \$9.00-\$21.00 and discounted fares for \$5.00-\$13.00.



Location	Mon-Fri	Sat-Sun
Greensboro, Georgia Depot	5:30 AM 3:00 PM	8:00 AM 3:00 PM
Winston-Salem	6:10 AM 3:40 PM	8:30 AM 3:40 PM
Haystack Hospital	6:20 AM 4:00 PM	8:50 AM 4:00 PM
Forsyth Hospital	6:27 AM 4:07 PM	8:57 AM 4:07 PM
Adelphi Church Park & Ride Lot	7:05 AM 4:45 PM	9:35 AM 4:45 PM
Wilkesboro Town Hall	7:30 AM 5:10 PM	9:57 AM 4:57 PM
Appalachian State University	8:20 AM 6:05 PM	10:50 AM 6:05 PM
Location	Mon-Fri	Sat-Sun
Appalachian State University	8:55 AM 6:40 PM	11:40 AM 7:10 PM
Wilkesboro Town Hall	9:45 AM 7:35 PM	12:30 PM 8:05 PM
Adelphi Church Park & Ride Lot	10:05 AM 7:55 PM	12:50 PM 8:25 PM
Forsyth Hospital	10:40 AM 8:30 PM	1:25 PM 9:20 PM
Baptist Hospital	10:50 AM 8:40 PM	1:35 PM 9:30 PM
Winston-Salem Train Center	11:00 AM 8:50 PM	1:45 PM 9:40 PM
Greensboro, Georgia Depot	11:35 AM 9:30 PM	2:20 PM 10:00 PM

Table 3: Express Service: Boone, NC to Wilkesboro, Winston-Salem and Greensboro

Greyhound has a service from Jackson, TN to Memphis, TN, that is a 1hr and 32 minute one-way trip. This service is an express bus and ticket costs range from \$18.00 to \$23.00. Though this is a comparable travel time, the type of bus, seating and lack of intermediate stops does make this somewhat different than the proposed ETHRA Morristown to Knoxville route.

There are other express service examples throughout the southeast and many of the examples have 30-minute commute schedules that show fares beginning at \$4.00. The proposed Morristown express route would include more than a 60-minute headway (one-way trip), it would be reasonable to set the one-way fare at \$9.00 per trip.

Though this seems to be an unattractive option for some riders, the overall farebox recovery (based on the limited numbers of anticipated riders) should be targeted to be in the range of 10% of the operating cost. The selling of advance ride tickets (passes) would be recommended. Through the selling of these ride passes, ETHRA would receive the passenger revenue in advance of the trip, as this would help in the cash flow to locally support the service. A discount to the fares could be promoted for those who purchase these advance tickets. (For example, a book of 10-ride passes would include payment for 9 trips and have one free trip). A zonal approach to a fare structure could be considered, but the recommendation for initial implementation (and for improved administrative oversight) would be to keep the per trip fare at the one price.

Increased transit usage can reduce the number of single occupancy vehicles along 11E and provided some connectivity for passengers at Carson Newman University who are travelling to Knoxville. The decrease in traffic demand along 11E could produce an improved travel time for other commuters and promote an alternative transportation choice for Morristown area residents who need to obtain goods and services in the Knoxville urbanized area. An express service can serve as an alternative to single occupant vehicles and utilize this heavily travelled corridor in a more practical travel alternative. The drawback for this express service is the timing and distance of the commute, and the estimation of potential ridership. Suburban commuters already depend on finding the most efficient and cost effective way to make their travel demand choices. The benefits to an express service include the ability of passengers to improve their time management by working on the bus, which is typically equipped with Wi-Fi services. Commuters may also have more time to handle personal and business matters, rather than wasting time in congested traffic along the 11E Highway.

Our study process included looking at land uses, customer origins, and destinations in mind when we developed our study approach. Typical morning express services originate in suburban areas from major stations and park-and-rides outside of the major congestion points on corridors. This is why we identified the Wal-Mart in Morristown and the KAT bus transfer in Knoxville as two end-point locations. Central business districts and major employment and commercial centers are ideal destinations for express routing. However, further extending this route would provide an increase in running time and make it more problematic to meet rider expectations regarding the timing of the offered services. Our methodology for this service included the following parameters:

- Require activity center (transit station or stop) to be a destination to



- support service the end locations of the service.
- Coordinate a stop at Walter State University
- Provide 2-trips in the morning departing from Morristown and 1-trip in the afternoon (operating Mon-Fri)
- Provide 1-trip in the morning from Knoxville and 2 return trips in the afternoon (operating Mon-Fri)
- Target transit dependent communities along the corridor to provide a reasonable public transit alternative

5.2 Considerations

Express commuter services require careful planning, especially in areas of high transit demand during peak periods. Vehicle size should be taken into consideration during the service implementation process as larger vehicles should be considered if the demand warrants increased ridership than the current ETHRA fleet. Route frequencies can be adjusted as ridership along this express route increases. Any connectivity to the KAT system needs to be addressed to complement their existing services. The ability to plan for future park-n-ride locations can become a by-product of this service. In areas with limited ridership, sustainability can be an issue, so it is critical to market and promote the service accordingly. Express route travel times should be competitive to driving a personal vehicle so they can be a viable solution to mitigate congestion. This is the major concern. A 1 hour and 47 minute travel time is not an attractive alternative for potential riders. The following “next steps” are noted to provide an implementation of the express service:

- Schedule development—if service is approved, schedules are tested and finalized.
- Include CDL training for drivers.

- Title VI and ADA review—recommended for most new services. Note that express routes do not require complementary paratransit.
- Additional public meetings—hold meetings along the corridor at stakeholder locations that are accessible for using the proposed express service.
- Review funding requirements to meet the service needs.
- Marketing and communication materials—development and distribution of marketing and communications materials advertising the service offered.
- Address any capital upgrades (vehicles, facilities, stops, etc.)—development and building of accessible stops, benches, shelters and stations associated with the express route.
- Information technology updates—updates and upgrades to the ETHRA agency website, automatic vehicle location (if applicable), and operator schedule sheets.

5.3 Driver Schedules, Staffing Needs, and Fleet Requirements

The route would be need mainly three schedules to begin with, as shown below:

From Morristown to Knoxville	From Knoxville to Morristown
5:30 AM	7:30 AM
10:00 AM	12:00 PM
5:00 PM	7:30 PM

Schedule notes:

- Would operate 251 days per year (Monday through Friday, excluding public holidays).



- Each trip would have a travel time of 1 hour 47 minutes, or a cycle time of 2 hours to include recovery/layover time.

These schedules are proposed to allow transfers to KAT's routes.

Regarding staffing, it is anticipated to need three drivers. Drivers shifts are as follows:

- One to begin at 5:00 AM to 9:45 AM
- One to begin at 9:30 AM to 4:45 PM
- One to begin at 4:30 PM to 9:45 PM

The fleet requirements to initially serve this route would be one (1) bus in service and one (1) spare bus.

5.4 Infrastructure Needs and Amenities

From an operations perspective, there needs to be a commitment to provide street level supervision to assist the drivers with some of the inherent challenges with operating a long distance express route. Multiple jurisdictions would be crossed between Morristown and Knoxville, and there will need to be adequate training and understanding of the various community stop locations along the route. There will need to be agreements with local entities to sell bus passes, and assist with the local promotion of the service. This will be an on-going process that will help generate local awareness of the service and the benefits of this commuting travel alternative.

Additionally, bus benches and shelters and adequate lighting should be considered to be placed at boarding areas. For example, this will need to be coordinated with Wal-Mart, Walters State Community College, Carson-Newman University and other locations along the travel corridor. Guidelines will need to be established to:

1. Promote consistency in bus stop placement and design.
2. Encourage area stakeholders and developers to design clean and attractive bus stops that meet the

operational requirements of the ETHRA vehicles and are ADA compliant.

3. Encourage members of the community to use public transit through the provision of safe, comfortable, convenient and consistent transit stops.

5.5 Operational and Capital costs for preferred alternative

The proposed express bus service connecting Morristown with Knoxville have been approximated based on an estimated ETHRA's operating cost per revenue hour of \$43.00. The following are some anticipated operational characteristics of the conceptual express service.

In the absence of ridership modeling, six riders per day were assumed to assess potential ridership and farebox recovery. Farebox recovery is typically nominal and not necessarily taken into consideration for route funding purposes. For the purposes of this assessment, the one-way express bus fare was assumed to be \$9.00, (with the ADA fare of \$4.50) which is less than the price of the Greyhound fare one-way trip (\$11.00) and the same as the cost of ETHRA's current demand response service from Morristown to Knoxville (\$18.00 roundtrip). Since this would operate as a commuting route, ADA fare would not be required, but it is recommended as it can attract individuals with disabilities, which will see their trip cost reduced.

The results of this assessment are presented in 4 below. The annual estimated costs of operating this express route would be approximately \$130,000. Farebox recovery, which is the percentage of the operating cost paid for by rider fares, would be approximately 10%.



Scenario	Quantity
Cycle Time (hours)	2
6 Daily trips (3 morning and 3 evening trips)	6
Annual Operating Days	251
Operating Cost per Revenue Hour	\$43.00
Daily Estimated Operating Cost	\$516
Annual Estimated Operating Cost	\$130,000
Assumed Daily Riders	6
Annual Estimated Riders	1,506
Assumed One-Way Fare	\$9.00
Annual Estimated Farebox Revenue	\$13,000
Estimated Farebox Recovery	10%

Table 4: Morristown Express Bus Cost and Ridership Estimates

5.6 Marketing and Promotion

Attracting new riders to a new route could be challenging, as the community needs to gain confidence in the service provided.

It is recommended to develop a campaign to launch the new service, and advertise and promote through traditional media, such as newspaper, radio ads, and use social media, which reaches younger population and students.

Flyers could be distributed through social services agencies and colleges, as well as government agencies.

Special promotions are also recommended; some of the most typical are free fare for a period of time (from 7 to 30 days). This allows potential riders to try the service, without special planning and reduces the burden of understanding a new system.

Some of the most common tools to attract and retain riders are to offer discounted passes; 10 riders or monthly passes with a small discount will be appealing to new riders.

The initial cost of marketing and promotion is about 3% of the total cost for service this size. This amount will increase depending on the cost of the media ads and branding efforts.

