

**WORK SESSION AGENDA
OCTOBER 16, 2018
4:00 p.m.**

1. **Agenda Review**

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
OCTOBER 16, 2018 – 5:00 P.M.**

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Jonathon Bewley, Chaplain Morristown Police Department

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

1. October 2, 2018

6. **PROCLAMATIONS/PRESENTATIONS**

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

8. **OLD BUSINESS**

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

9. **NEW BUSINESS**

9-a. Resolutions

1. Resolution No. _____
An Ordinance to rename a public right-of-way within the City Limits of Morristown from Rosedale Avenue to Valley Street.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 034F G 010.00, currently addressed 2323 East Morris Blvd. from Heavy Industrial (HI) to Intermediate Business (IB)}.
{Public Hearing Date November 6, 2018}
2. Ordinance No. _____
An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 041B A 01500 000 currently addressed 2518 and 2520 West Andrew Johnson Highway from Single Family Residential (R1) to Intermediate Business (IB)}.
{Public Hearing Date November 6, 2018}
3. Ordinance No. _____
An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 032057 05302, currently addressed as 1294 Old Witt Rd from Single Family Residential (R1) to Intermediate Business (IB), the general location being shown on the attached exhibit A.}.
{Public Hearing Date November 6, 2018}

9-c. Awarding of Bids/Contracts

1. Approval of Assistance to Firefighter's Grant Application for the 2018-2019 budget year in amount of \$24,970.
2. Approval of Norfolk Southern Permit for Cumberland Storm Water Project in the amount of \$41,100; breakdown insurance \$1,000, permit \$40,100.
3. Approval of Architect's Service Agreement with Design Innovations Architects, Inc. (DIA) for Tennis Court Resurfacing Project at Frank Lorino Park, in the not to exceed amount of \$11,000.

4. Approval of Architect's Service Agreement with Design Innovations Architects, Inc. (DIA) for Re-roofing Fire Stations Nos. 5 and 6 in the not to exceed amount of \$5,000 for each fire station for a not to exceed total of \$10,000.
5. Approval of Change Order No. 001 to Merit Construction, Inc. for Morristown Public Works Facility Phase 2.
6. Approval of Bid for Demolition of Property.

9-d. Board/Commission Appointments

9-e. New Issues

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

City Council Meeting/Holiday Schedule:

Regular City Council Meeting with Work Session

Nov. 6, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Nov. 6, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Nov. 20, 2018	(Tues) 3:45 p.m.	Finance Committee Meeting
Nov. 20, 2018	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
Nov. 20, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Nov. 22-23, 2018	Thurs & Friday	City Employee's Holiday Thanksgiving
Dec. 4, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Dec. 4, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Dec. 18, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Dec. 18, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Dec. 25, 2018	Tuesday	City Employee's Holiday Christmas Day
Jan. 1, 2019	Tuesday	City Employee's Holiday New Years Day

**WORK SESSION AGENDA
OCTOBER 16, 2018**

1. Council Feedback

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
OCTOBER 2, 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 5:00 p.m., Tuesday, October 2, 2018, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis and Tommy Pedigo, absent; Ken Smith.

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

Councilmember Senter made a motion to approve the September 18, 2018, minutes as circulated. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held for Resolution No. 16-18; no one spoke.

Councilmember Pedigo made a motion to approve Resolution No. 16-18. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

RESOLUTION NO. 16-18

**A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE
ANNEXATION OF PROPERTY LOCATED ALONG HILL TRAIL DRIVE**

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

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

Property identified as being located in the first civil district of Hamblen County, Hamblen County Tax Parcel ID # 032 016 06500 000 2018 which is divided by the rights-of-way of Hill Trail Drive to include 71.2 (+/-) acres more or less, the general location being shown on the attached exhibit A;

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

Police Protection

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

Fire Protection

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

Water Service

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

Sanitary Sewer Service

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

Electrical Service

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

Refuse Collection

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

Streets

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

Inspection Services

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

Planning and Zoning

The planning and zoning jurisdiction of the city will apply to the annexed area in conjunction with the effective date of annexation. The recommended zoning designation for this land will be R-2 (Medium Density Residential).

Street Lighting

Street lights will be installed in accordance to City and Morristown Utilities Commission policies.

Recreation

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

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

PASSED ON THIS THE 2ND DAY OF OCTOBER 2018

MAYOR

ATTEST:

CITY ADMINISTRATOR

A Public Hearing was held relating to Ordinance No. 3616; no one spoke.

Councilmember Alvis made a motion to approve Ordinance No. 3616 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3616

An Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown, Tennessee. {Annexation of property identified as being located in the sixth civil district of Hamblen County, having Hamblen County Tax Parcel ID # 016 065.00 which contains 73 (+/-) acres more or less, the general location being shown on attached exhibit A.}

A Public Hearing was held relating to Ordinance No. 3617; no one spoke.

Councilmember Alvis made a motion to approve Ordinance No. 3617 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye". The City Attorney advised Council that the City would not issue the deed until the transportation agreement between the Tennessee College of Applied Technology (TCAT) and the Boys and Girls Club has been agreed upon.

Ordinance No. 3617

An Ordinance to close and vacate certain rights-of-way within the City of Morristown. {Rosedale Road between Dice Street and Sulphur Springs.}

Councilmember Senter made a motion to approve Ordinance No. 3618 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3618

An Ordinance Granting A Franchise to Atmos Energy Corporation, its Successors and Assigns for period of twenty (20) years to Erect, Construct, Reconstruct, Maintain and Operate a Natural Gas Plant or Plants for the Manufacturing and Processing of any and all kinds of gas and for the Distribution of Natural Gas and for the Installation and Maintenance of Mains, Pipes, Pipelines, Distribution lines, and Other Equipment Necessary or Incidental to Distribution of said gas upon, across along and under the Highways, Streets, Avenues, Roads,

**Alleys, Lanes and Other Public Grounds of the City of Morristown,
Hamblen County, Tennessee.**

Councilmember Alvis made a motion to approve Resolution No. 18-18.
Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Resolution No. 18-18

**A RESOLUTION OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE, TO AUTHORIZE THE CITY TO MAKE APPLICATION
FOR A SELECT TN SITE DEVELOPMENT GRANT.**

WHEREAS, the Select Tennessee Site Development Grant has been established through the Tennessee Department of Economic & Community Development to assist Tennessee communities in preparing sites for investment and job creation by providing funds to better position local industrial product; and

WHEREAS, the City of Morristown has a history of developing industrial districts; and

WHEREAS, the City of Morristown does promote Morristown has a prime location for business and industry; and

WHEREAS, the City of Morristown proposes to apply for Select TN Site Development Grant funds in the amount of \$1,000,000 for the purpose of further developing the East Tennessee Progress Center; and

WHEREAS, the City of Morristown will provide local financial support in conjunction with the Select TN Site Development Grant funds to complete the above project;

NOW, THEREFORE BE IT RESOLVED that the City of Morristown, Tennessee will be responsible for the local cash/match, not to exceed \$300,000, should the grant be awarded and funded to further develop the East Tennessee Progress Center.

This Resolution shall be effective from and after its adoption.

Passed on this the 2nd day of October 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Councilmember Bivens made a motion to approve the Grant Contract between the State of Tennessee, Department of Safety and Homeland Security and the Morristown Police Department for Enforcement of Tennessee Driving Under the Influence Laws in the amount of \$17,000. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the Proposal for Construction Materials Testing Services for Freddie Kyle Greenway Phase IV from Geotechnical and Materials Engineers (GEOS) in the amount of \$13,995. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the Letter of Agreement – Municipal Advisory Fee – General Obligation Bonds, Series 2018 with Cumberland Securities. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the Municipal Advisory Agreement between the City of Morristown and Cumberland Securities Company, Inc., in the not to exceed amount of \$15,750,000. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”. Councilmember Senter ask that the minutes reflect that this issue was only for the Morristown Utilities System refinancing of variable debt.

Councilmember Pedigo made a motion to approve the purchase of a Ford F-550 Crew Cab from TT of F Murfreesboro, Inc., State-Wide Contract, in the amount of \$54,609.83. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the best and lowest bid for Desktop Computers from CDW Government, LLC; in the amount of \$878.89 per unit. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the best and lowest bid for Laptop Computers from CDW Government, LLC; in the amount of \$1,380.84 per unit. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve Change Order #1 to Burke-Ailey Construction Co., for Petoskey Plastics – Site Improvements – Phase II,

related to FastTrack Fund Grant, in the amount of \$9,230. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to re-appoint Tony Cox to the Solid Waste Board for a three (3) year term to expire on October 17, 2021. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney adjourned the October 2, 2018, City Council meeting at 5:27 p.m.

MAYOR

ATTEST:


CITY ADMINISTRATOR

City of Morristown

Incorporated 1855

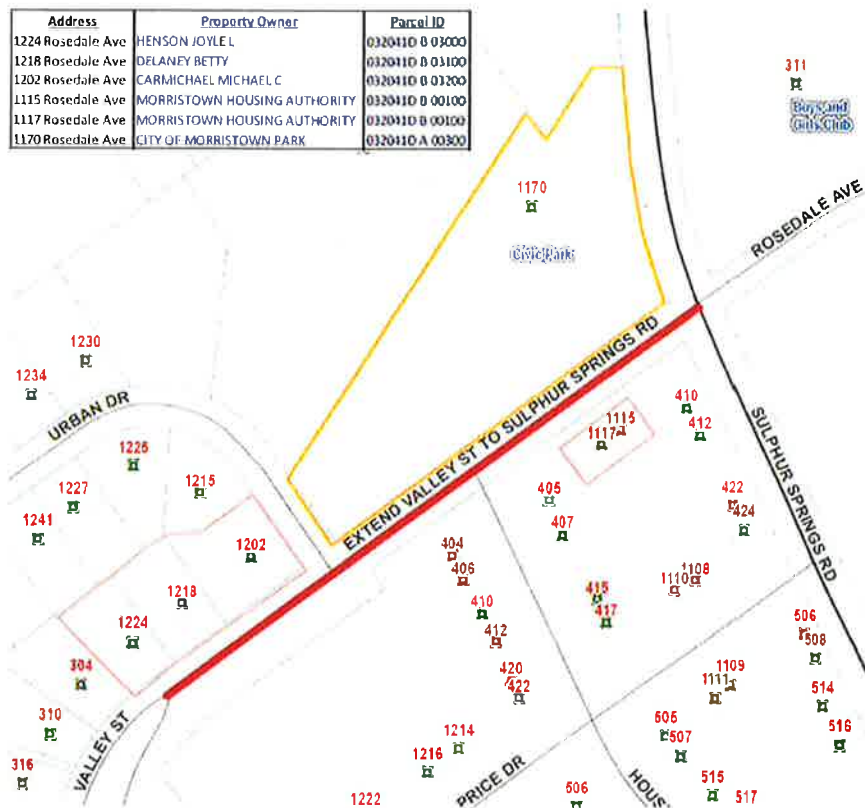
DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Josh Cole, Planner 
DATE: October 16th, 2018
SUBJECT: Rosedale Ave Street Renaming

BACKGROUND:

The City recently closed the public right-of-way for Rosedale Ave between Dice St. and Sulphur Springs Rd. However, Rosedale Ave is still present to the east and west of this closure, which can cause logistical problems for emergency services. Thus, staff is proposing the extension of Valley St. east from its current endpoint at Rosedale Ave to a new endpoint at Sulphur Springs Rd. Renaming this portion of Rosedale Ave to Valley St. would end the western edge of Rosedale Ave as a street at Dice St.



As can be seen in the above map, the renaming of this portion of Rosedale Ave to Valley St. will impact three single-family houses, one duplex, and Civic Park.

RECOMMENDATION:

Staff recommends approval of the proposed street renaming of Rosedale Ave west of Sulphur Springs Rd. to Valley St.

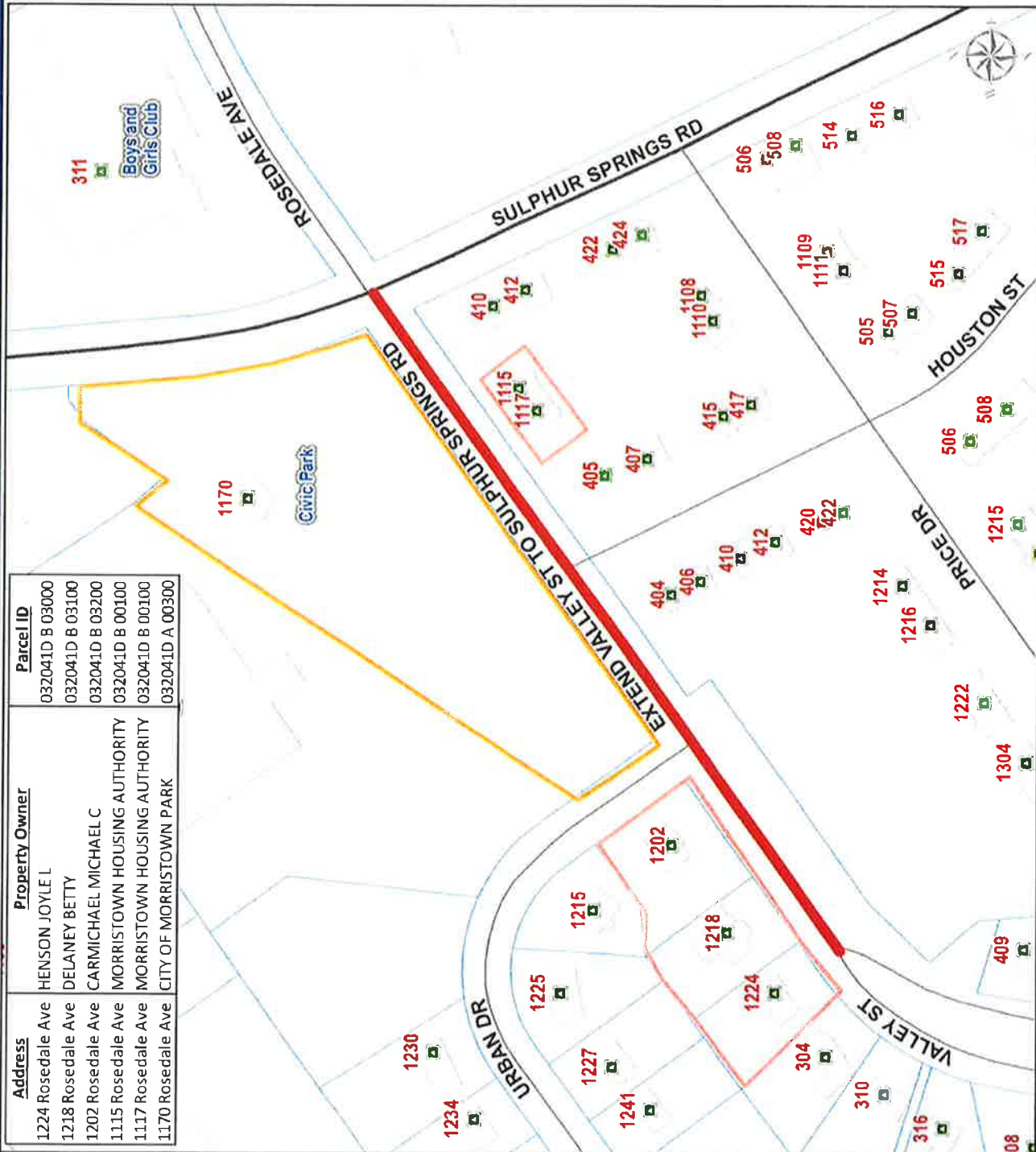
At their October 9th meeting, Planning Commission voted 7-0 in support of this renaming request.

[Return to Agenda](#)



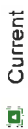
City of Morristown Extension of Valley St

Address	Property Owner	Parcel ID
1224 Rosedale Ave	HENSON JOYLE L	032041D B 03000
1218 Rosedale Ave	DELANEY BETTY	032041D B 03100
1202 Rosedale Ave	CARMICHAEL MICHAEL C	032041D B 03200
1115 Rosedale Ave	MORRISTOWN HOUSING AUTHORITY	032041D B 00100
1117 Rosedale Ave	MORRISTOWN HOUSING AUTHORITY	032041D B 00100
1170 Rosedale Ave	CITY OF MORRISTOWN PARK	032041D A 00300



Legend

Address Status



Current

Building Footprints

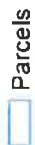
Roads



Minor Arterial



Local



Parcels

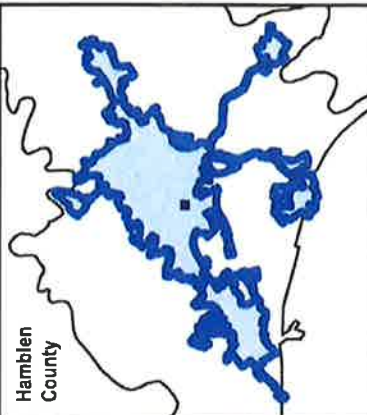


Properties Affected

DISCLAIMER

This map product was prepared from a Geographic Information System established by the City of Morristown for its internal purposes only, and was not designed or intended for general use by members of the public. The City of Morristown, its employees, agents, and personnel are not liable or responsible for any errors or mistakes that may be on this map. Further, the City of Morristown, its employees, agents, and personnel, make no representation or warranty as to its accuracy, and in particular, its accuracy as to labeling, dimensions, contours, property boundaries, or placement or location of any map features associated with this

Hamblen
County



RESOLUTION NO. _____

A Resolution to Rename a public right-of-way within the City Limits of Morristown from Rosedale Avenue to Valley Street.

WHEREAS, the City Council of Morristown has recently closed the public right-of-way of Rosedale Avenue between Dice Street and Sulphur Springs Road; and

WHEREAS, Rosedale Avenue is still a public street to the east and west of this closure which can cause issues for emergency services, and

WHEREAS, the request to rename Rosedale Avenue west of Sulphur Springs Road by extending Valley Street east from its current endpoint at Rosedale Avenue to a new endpoint at Sulphur Springs Road.

WHEREAS, renaming this portion of Rosedale Avenue to Valley Street would place the western endpoint of Rosedale Avenue at Dice Street.

WHEREAS, on October 9th, 2018, the Morristown Regional Planning Commission approved a recommendation to the Morristown City Council for further consideration; and

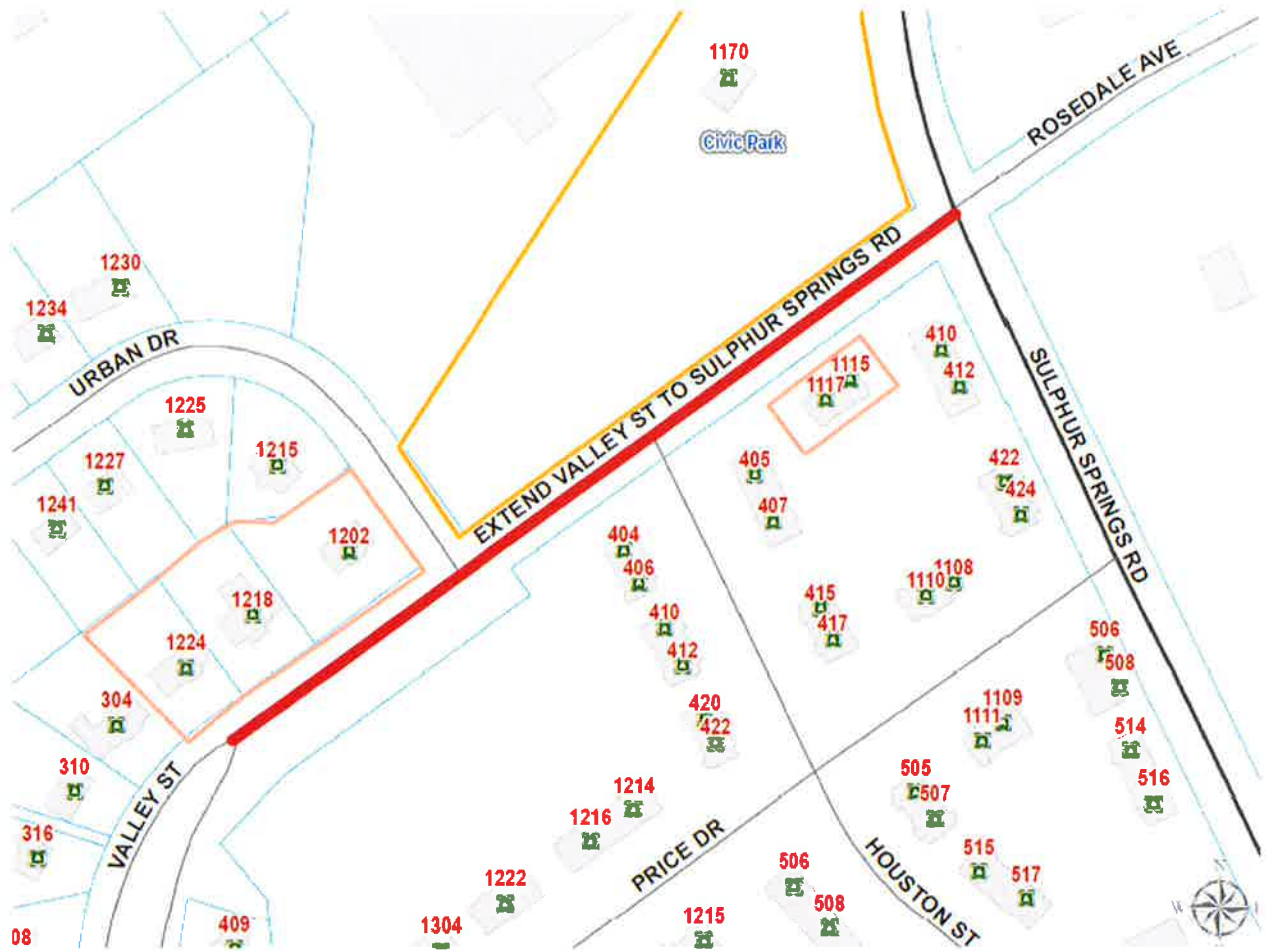
THEREFORE, Now Be It Resolved that the public right-of-way currently described as Rosedale Avenue west of Sulphur Springs Road to be renamed to Valley St.

Adopted on this the 16th day of October 2018.

Mayor

ATTEST:

City Administrator



City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING

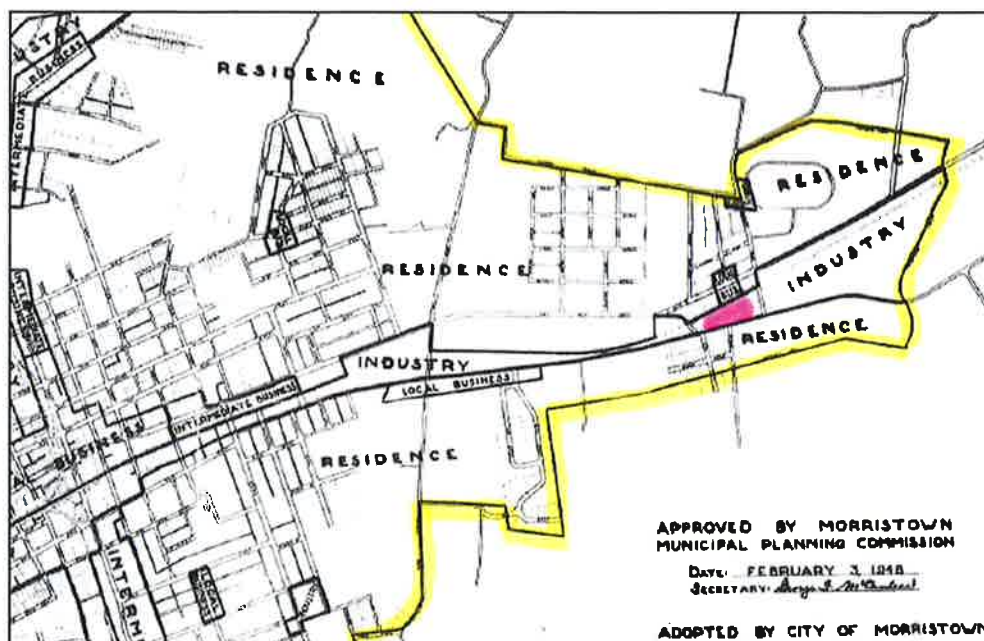


TO: Morristown City Council
FROM: Lori Matthews, Senior Planner
DATE: October 16th 2018
REQUEST: Rezoning Request for 2323 East Morris Boulevard

BACKGROUND:

A rezoning request has been submitted by Store Master Funding II, LLC. for their property addressed as 2323 East Morris Boulevard (Hamblen County Tax ID # 034F G 010.00), located across from College Square Mall between South Haun Drive and Jim Senter Way.

This 2 acre site is zoned heavy industrial (HI) and is home to the Sagebrush restaurant and its expansive on site parking area. Records show this portion of East Morris Boulevard has been designated for manufacturing use since at least 1948 when it was, at that time, the eastern limits of the City. (indicated in pink below)



Of the 18 properties to the east (to Davy Crockett Highway) and west (to Hale Avenue) of the site, all of which are zoned HI (Heavy Industrial), none are currently utilized for industrial use. All are today used for commercial business. Zoning to the north between the railroad and Morningside Drive was rezoned from residential to OMP (Office Medical Professional) in 2008 and includes a mixture of both single and multifamily lots. Located south of the subject site are commercially zoned frontage lots along the highway with older but stable residential communities such as Oak Hills and Eastern Heights (platted 1947) behind.

The north side of Morris Boulevard has over the past decade been transforming from an unused warehouse row to a bustling commercial corridor from its intersection with Davy Crockett highway (Millers Landing/College Square Mall/Walters State) westward (Popkin Fields/DCS offices) to the City's downtown (Pet Sense/Walgreens/Sherwood Commons). Along with several of these redevelopments came requests to rezone from industrial to commercial which were approved. These development trends are certainly in line with what has been forecast for this area of the City as shown by the City's Future Land Use map. (shown next page)

RECOMMENDATION:

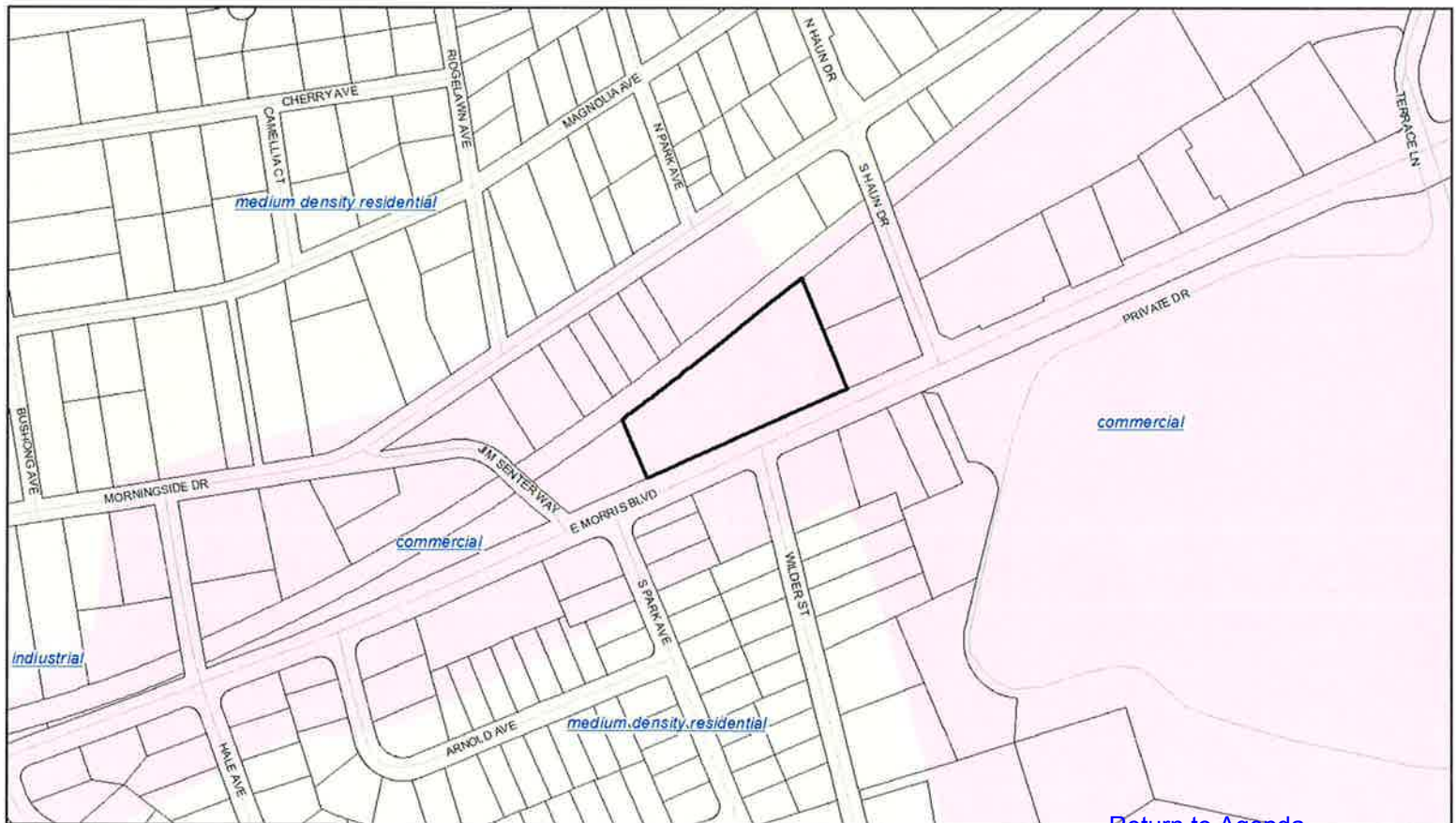
The Morristown Regional Planning Commission at their October 9th meeting voted unanimously to recommend this rezoning for approval to the City Council due to its consistency with surrounding properties as well as the City's Future Land Use Plan.

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CURRENT ZONING



FUTURE LAND USE MAP



ORDINANCE NO. _____

ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B. *{Rezoning of Hamblen County Tennessee Tax Parcel ID # 034F G 010.00, currently addressed 2323 East Morris Boulevard, from Heavy Industrial (HI) to Intermediate Business (IB).}*

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from Heavy Industrial (HI) to Intermediate Business (IB);

SITUATED in the First Civil District of Hamblen County Tennessee, within the Corporate Limits of the City of Morristown, To Wit;

BEGINNING at an Iron Pin found in the Northern Margin of the Right of Way of East Morris Boulevard, Corner with Stanley, thence with the line of Stanley and Fisher Oil Company, North 20 Deg. 35 Min. 32 Sec. West 256.78 feet to an Iron Pin found set in the Southern Margin of the Right of Way of Southern Railroad; thence with the Southern Margin of the Right of Way of Southern Railroad South 53 Deg. 38 Min. 52 Sec West 210.9 feet to an Iron Pin found thence, still with the Southern Margin of the Right of Way of Southern Railroad and with the arc of a curve having a radius of 6910 Feet Southwesterly 279.12 feet to an Iron Pin set, thence South 21 Deg. 52 Min. 00 Sec. East 139.62 feet to an Iron Pin set in the Northern Margin of Right of Way of East Morris Boulevard, thence, with the Northern Margin of the Right of Way of East Morris Boulevard North 69 Det. 08 Min. 00 Sec East 470.09 feet to the point of beginning and containing 2.13 acres more or less, being all of tract two on a survey prepared by Dewberry and Davis Engineers, Architects, Planning and Surveyors printed July 23, 1987;

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

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

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

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

Mayor

ATTEST:

City Administrator

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

Mayor

ATTEST:

City Administrator



City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



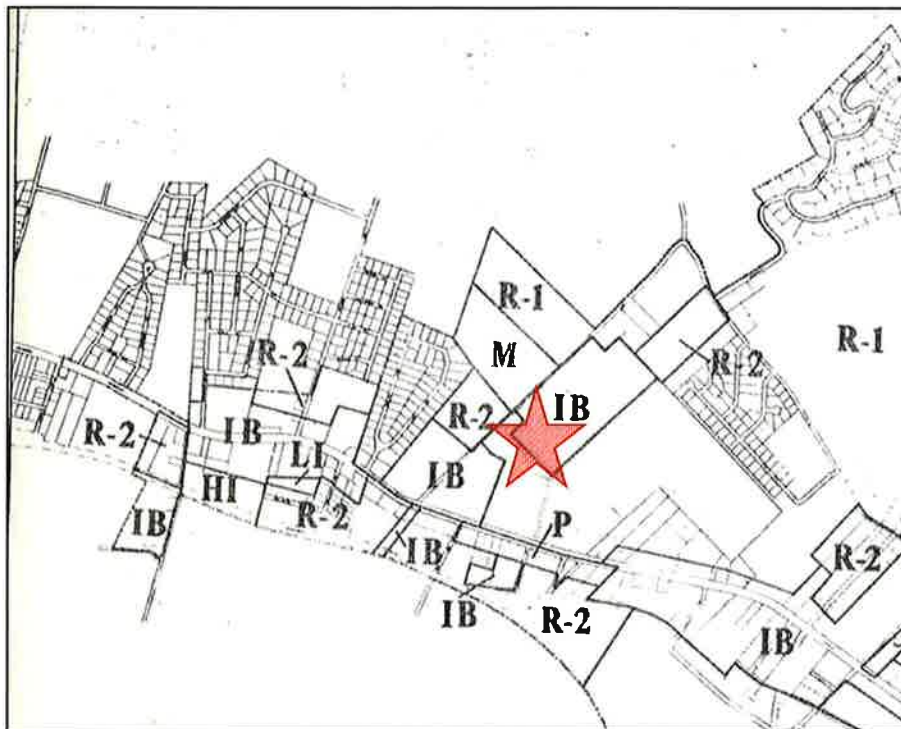
TO: Morristown City Council
FROM: Lori Matthews, Senior Planner
DATE: October 9th 2018
REQUEST: Rezoning Request for St. Patrick Catholic Church

BACKGROUND

A rezoning request has been submitted by Mr. Michael Price on behalf of his client the Roman Catholic Diocese of Knoxville for their property (Saint Patrick Catholic Church) which is located east of Lowes and west of Masengill Springs on West Andrew Johnson Highway. The property, having been assigned Hamblen County Tax ID # 041B A 015.00, contains both a Church and Parish, addressed 2518 and 2520 West Andrew Johnson Highway, respectively.

Records show that the 6.3 acre site has been zoned R-1 (Single Family Residential) since at least 1976. Originally platted as two separate parcels, the Church combined them into one in 2001.

1976 Zoning Map



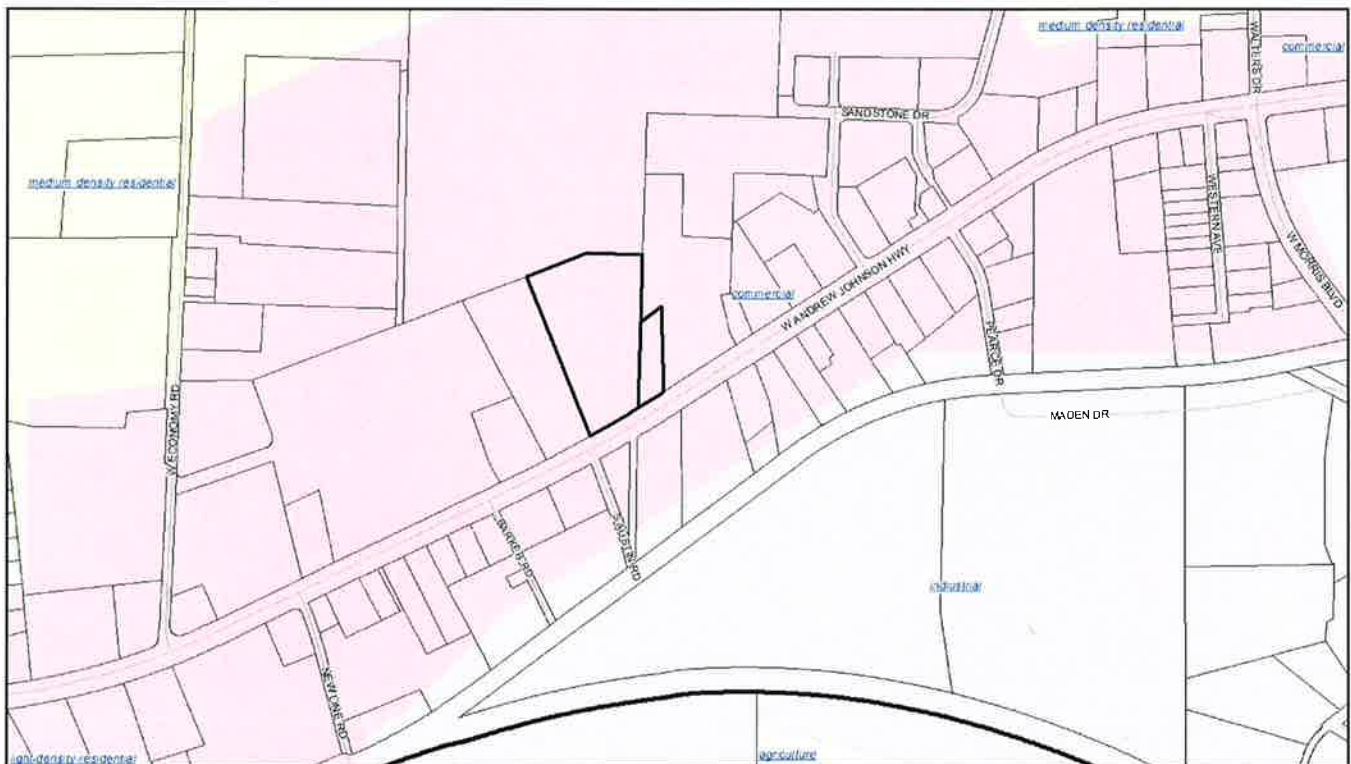
The City's Future Land Use Plan projects both sides of West Andrew Johnson to be commercially zoned as well as much of the acreage behind the Church. This trend has been reflected in recent redevelopments and commercial rezoning approvals along this portion of Highway 11E. (Masengill Springs/Syke's/Rural King) A small number of lots south of the site remain zoned for and used as professional offices.

The applicant seeks to rezone the property from R-1 to IB (Intermediate Business) in order to upgrade their outdoor monument sign. As outdoor advertising requirements for R-1 properties provide for residential development signage exclusively, advertising in commercial zones provide more flexibility.

CURRENT ZONING



FUTURE LAND USE



RECCOMENDATION –

The Morristown Regional Planning Commission at their October 9th meeting voted to recommend this zoning be approved to the City Council as it is consistent with the Future Land Use Plan and other land uses within this corridor.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B. {*Rezoning of Hamblen County Tennessee Tax Parcel ID #, 041B A 01500 000 currently addressed 2518 and 2520 West Andrew Johnson Highway, from Single Family Residential (R1) to Intermediate Business (IB).*}

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from Single Family Residential (R1) to Intermediate Business (IB);

SITUATED in the Second Civil District of Hamblen County, Tennessee, as shown by Plat of Record in the Register's Office of Hamblen County, Tennessee in Book H Plat Page 221;

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

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

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

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

Mayor

ATTEST:

City Administrator

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

Mayor

ATTEST:

City Administrator

I CERTIFY THAT THE PLAT DESCRIBED HEREON, IS A TRUE AND CORRECT
 RETURN TO THE AGENCY REQUIRED BY THE REGIONAL PLANNING
 COMMISSION AND THAT MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON,
 TO THE SPECIFICATIONS OF THE REGIONAL PLANNING COMMISSION.

SURVEYOR Paul J. Kent
TENNESSEE CERTIFICATE NO. 2040

THIS IS TO CERTIFY THAT I HAVE EXAMINED THE FEDERAL INSURANCE
ADMINISTRATION FLOOD HAZARD MAP AND FOUND THE DESCRIBED PROPERTY
(IS NOT) LOCATED IN A SPECIAL FLOOD HAZARD AREA.

SURVEYOR Ed 2 Kent
TENNESSEE CERTIFICATE NO. 2070



This is a detailed survey plat map. It shows several land parcels with their boundaries measured in feet and degrees. Key features include:

- W. ANDREW JOHNSON HIGHWAY**: Runs diagonally from the bottom left towards the top right.
- PAPER CENTER**: A large rectangular building located in the upper right quadrant.
- ASPHALT PARKING**: Multiple parking areas are indicated, including one next to the Paper Center and another below it.
- LOT 1**: A specific parcel identified near the center of the map.
- Easements**: Dashed lines represent various easements, such as a "25' EASEMENT" at the bottom and others crossing different parcels.
- Boundary Measurements**: Numerous numerical values with degree symbols (e.g., S 00°26'57" E 335.51') define the corners and lengths of the parcels.
- Labels**: The name "HAGGARD" appears twice, likely referring to the owner or surveyor. A reference "PLAT 718 PC 441" is also present.

HAGGARD
(WD.BK. 419 PC 234)

4669 FOWLER DRIVE
MORRISTOWN, TN 37814
PHONE: (423) 317-9825
FAX: (423) 317-9826

PROPERTY IS ZONED-R1
BUILDING SETBACK
36' FRONT
36' SIDE
12' SIDE (SINGLE STORY)
12' SIDE (TWO STORY)
15' SIDE (THREE STORY)
20' SIDE (THREE STORY)
A 4.5' UTILITY & DRAINAGE EASEMENT IS
LOCATED ON EACH SIDE OF THE LOT
LINES, AND A 10' UTILITY & DRAINAGE
IS REVERSED ALONG THE INTERIOR
OF THE SUBDIVISION BOUNDARY
PROPERTY CONSISTS OF ONE (1)
LOT CONTAINING 6.02 ACRES.
W.D.B. \$69 PAGE 626
PLAT BOOK 1 PAGE 105

NOTES:
EXAMINER ORIGIN WAS TAKEN FROM CITY
CONTROL MOVEMENT STATION 0411
AND WAS TAKEN FROM THE EAST SIDE
EXIT TO K-WAY SHOPPING CENTER ALONG 11-E
THIS SURVEY IS SUBJECT TO ALL AGREEMENTS
AND RESTRICTIONS OF RECORD, SURVEY
AND OBSERVABLE EVIDENCE OF UTILITIES ARE
SHOWN, OTHER UTILITIES MAY EXIST AND MAY
NOT BE SHOWN, NO GUARANTEE IS EXPRESSED
OR IMPLIED AS TO THE EXACT LOCATION OR DEPTH
OF ANY UTILITIES SHOWN, THE USER OF THIS
SURVEY, BEFORE ANY EXCAVATING OR
PENETRATING ONE CALL, 1-800-351-1111, UTILITIES
PROTECTION CENTER IS THE LAW.

BK HPLAT PG 221

01072653

I hereby certify that the subdivision plat shown hereon has been found to comply with the subdivision standards for Morristown, Tennessee. Exceptions of such variances, if any, are as noted in the minutes of the planning commission and that it has been approved for recording in the office of the county recorder.

DATE May 2, 2002 BY Patricia Thompson
Secretary, Planning Commission



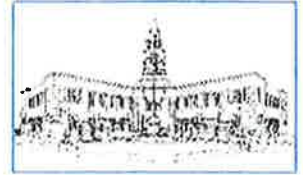
SAINT PATRICK CATHOLIC CHURCH SUBDIVISION
RESUB. LOT 1 & 2 HIRAM C. KING FARM & ADJOINING PROPERTY

PARCEL: 14.00 & 16.00 GROUP: "A" MAP: 14-B		OWNERS: ST. PATRICK CATHOLIC CHURCH 2618 W. A.J. HIGHWAY MORRISTOWN, TN. (423)568-9174
WARD		
CITY OF MORRISTOWN		
DISTRICT: 1st	DATE: 12-15-09	
SCALE: 1" = 60'		OWNG. NO. 00-200

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: October 16th, 2018
SUBJECT: 1294 Old Witt Road Rezoning

BACKGROUND:

This is a request from the property owner, Robert Parvin, of 1294 Old Witt Road to rezone his property from Single Family Residential District (R1) to Intermediate Business District (IB). The owner states when the property was annexed with the R1 zoning designation, it made the existing office/retail business nonconforming. This rezoning will bring the building and use into conformance.

The property is approximately 0.84 acres and contains an office/retail building on the site. The properties to the north and east are zoned by the county as agriculture (A1) with the property to the north containing a single family house with a pond that is advertised as a wedding/events venue ("Raines Manor") and the property to the east containing a single family house with a farm. The properties to the southwest are residential and zoned R1. However, there are intermediate business zoned properties to the south and southwest including storage units being located directly across the street.



RECOMMENDATION:

This rezoning request from R1 to IB will bring the office/retail use on this property into conformance and it is also compatible with the surrounding zoning and land uses. Thus, staff recommends approval of this request.

At their October 9th meeting, Planning Commission voted 7-0 in support of this request.

ORDINANCE NO. _____,

ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B. *{Rezoning of Hamblen County Tennessee Tax Parcel ID # 032057 05302, currently addressed as 1294 Old Witt Road, from Single Family Residential (R1) to Intermediate Business (IB), the general location being shown on the attached exhibit A.}*

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from Single Family Residential (R1) to Intermediate Business (IB);

BEGINNING at the point of intersection of the western boundary of the Old Witt Road right-of-way, Parcel 53.02 of Hamblen County Tax Map 057, and Parcel 071.02 of Hamblen County Tax Map 057 and heading in a southwesterly direction along the common boundary shared by Parcel 53.02 of Hamblen County Tax Map 057 and Parcel 071.02 of Hamblen County Tax Map 057 to the point of intersection between Parcel 53.02 Hamblen County Tax Map 057, Parcel 071.02 of Hamblen County Tax Map 057, and Parcel 53.01 Hamblen County Tax Map 057; Thence in a northerly direction along the common boundary shared by Parcel 53.01 of Hamblen County Tax Map 057 and Parcel 53.02 of Hamblen County Tax Map 057 to the point of intersection between the northwest corner Parcel 53.02 Hamblen County Tax Map 057 and Parcel 53.01 Hamblen County Tax Map 057; Thence in a easterly direction along the common boundary shared by Parcel 53.01 of Hamblen County Tax Map 057 and Parcel 53.02 of Hamblen County Tax Map 057 to the point of intersection of Parcel 53.01 of Hamblen County Tax Map 057, Parcel 53.02 of Hamblen County Tax Map 057, and the western boundary of the Old Witt Road right-of-way; Thence in a southerly direction along the common boundary shared by Parcel 53.01 of Hamblen County Tax Map 057 and the Old Witt Road right-of-way to the point of beginning.

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

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

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

Passed on first reading this the 16 day of October 2018.

Mayor

ATTEST:

City Administrator

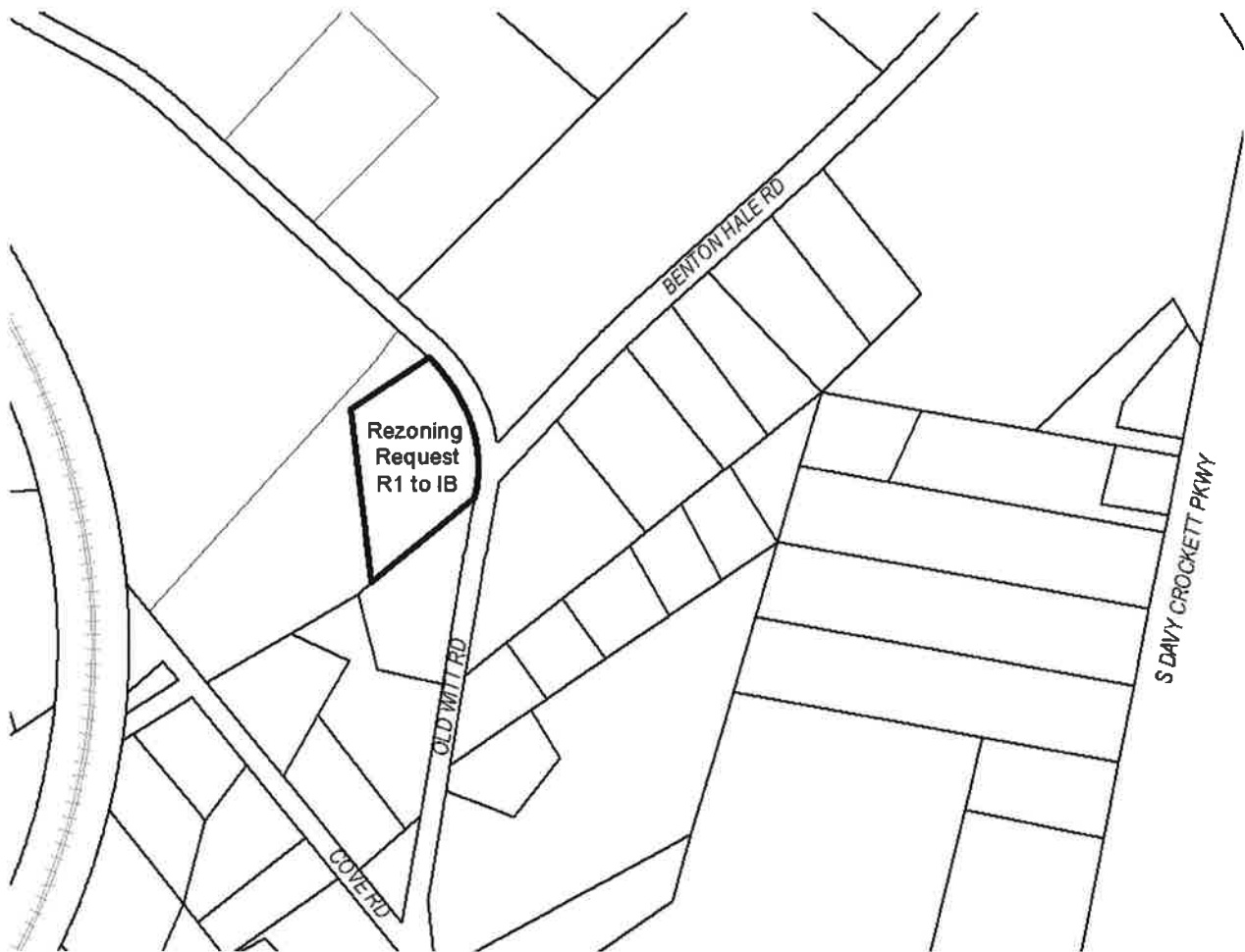
Passed on second and final reading this the 6 day of November 2018.

Mayor

ATTEST:

City Administrator

Exhibit A:



MEMO

To: City Council Members
From: Tim Greene, Administrative Deputy Chief
Date: 10/08/2018
Re: Assistance to Firefighter's Grant Application

The Morristown Fire Department will be applying for Assistance to Firefighter's Grant (AFG) this 2018-2019 budget year. We are requesting a Micro Grant, which is under \$25,000, to purchase Personal Protective Equipment (PPE) in the form of structural firefighting clothing. Our current bid has the price for coat/pants set at \$2270.00. We will be asking for 11 new sets of gear at a total cost of \$24,970.00. The City will have to match 10% of the cost or \$2497.00 as our part of the 90/10 matching grant format. The gear will be purchased from Municipal Emergency Services, Inc.

This process is one facet of the Morristown Fire Department's long-range plans for the phased elimination of obsolete/worn out equipment to ensure the safety of MFD personnel.



Morristown City Council Agenda Item Summary

Date: October 16, 2018

Agenda Item:

Prepared by: Larry Clark

Subject: Norfolk Southern Permit for Cumberland Storm Water Project

Background / History: Council approved a storm water project to help alleviate the flooding of S. Cumberland at the rail crossing.

Findings / Current Activity: This allows the contractor to preform construction work in the rail right-of-way.

Financial Impact: Amount of the permit is \$41,100. Breakdown insurance \$1,000 and permit \$40,100.

Action options / Recommendations: Approval of permit

Attachments: Permit



AECOM
1700 Market Street
Suite 1600
Philadelphia, PA 19103
www.aecom.com

215 735 0832 tel
215 735 0883 fax

September 28, 2018

Steve Drummer
Senior Civil Engineer
LDA Engineering
110 Tyson Boulevard
Suite 200
Alcoa, TN 37701

Subject: Morristown, Hamblen County, Tennessee
Milepost 88.89-A to 88.94-A, Bulls Gap - Friends Line, Pocahontas Division

Norfolk Southern Activity No. 1259290

Proposed installation of a reinforced concrete (RCP) stormwater pipe varying in diameter from 30-inches to 60-inches connecting at each end to existing stormwater pipe

Dear Mr. Drummer:

AECOM, as consultant for Norfolk Southern Railway Company, has reviewed the occupancy permit application for City of Morristown regarding the proposed installation of an underground pipe, submitted on March 28, 2018.

AECOM has been selected by Norfolk Southern to provide Construction Monitoring services on this project, to be paid for by the project sponsor per section 8 of the License Agreement. Based on the scope of work and project schedule provided in the application, we anticipate the cost of these monitoring services will be **\$40,100.00**. The project sponsor will be billed by Norfolk Southern for the actual cost of these services – please provide the appropriate contact name and address for billing. In the event of a change in the anticipated scope of work, you will be notified if the estimated cost of construction monitoring will increase and the reasons why. Details on construction monitoring coordination will be provided after the agreement has been fully executed.

Enclosed are two original counterparts of the Standard Pipe License Agreement for signature on behalf of City of Morristown. Please return to **this AECOM office** the following:

- Two original agreement counterparts signed in **BLUE** ink and witnessed – do not date this document as the license will not be in effect until final execution by Railway. Railway will date the agreement and will return a fully executed original for your records.
- Please provide the following information for payment of invoices regarding railway's flagging and construction monitoring services:
 - Billing name
 - Mailing address
 - E-mail address
 - Telephone number
- A check in the amount of **\$1,000.00** (payable to **Norfolk Southern Railway Company**) to cover the insurance fee of By payment of the insurance fee, all requirements for railroad protective liability insurance are satisfied for the installation of the facility.

- The Certificate of Commercial General Liability Insurance **as required in Paragraph 11, a, ii.** – attached is a sample CGL certificate; in order to avoid delay to your project, please ensure the certificate is completed exactly as indicated on the sample, including:
 - Description of operations must **ONLY** state “**Norfolk Southern Railway Company is included as additional insured – Activity Number 1259290**”
 - Certificate Holder in the name of
Norfolk Southern Railway Company
Director Risk Management
Three Commercial Place
Norfolk, VA 23510

After receipt of all of the above items in this office, you should anticipate **approximately two weeks** for receipt of authorization to proceed with construction. **Please do not schedule your construction until you are in receipt of a fully executed agreement.** No work on Norfolk Southern property is authorized until you are in receipt of a fully executed Agreement and instructions are obtained from Railway's designated construction representative. The contact information for Railway's construction representative(s) will be provided upon return of the fully executed counterpart.

The terms and conditions of this License Agreement shall be valid for 60 calendar days after the date of this letter. If you are unable to execute the License Agreement within this 60 calendar day time frame, please advise this office in writing of your intent. This activity will be automatically cancelled in 60 calendar days if the Form is not executed, or we do not receive your request for a time extension. Reactivation of cancelled activities may require a new application along with appropriate application fees, and license agreements will be re-drafted in accordance with the current Norfolk Southern terms and conditions.

Very truly yours,



Alicia Plummer

Senior Contract Administrator
215-789-2138
Alicia.Plummer@aecom.com

Re

THIS AGREEMENT, dated as of the ____ day of _____, 20__ is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia 23510 (hereinafter called "Railway"); and

CITY OF MORRISTOWN, a Tennessee political subdivision, whose mailing address is P.O. Box 1499, Morristown, Tennessee 37816 (hereinafter called "Licensee").

W I T N E S S E T H

WHEREAS, Licensee proposes to install, maintain, operate and remove a reinforced concrete (RCP) stormwater pipe varying in diameter from 30-inches to 60-inches connecting at each end to existing stormwater pipe (hereinafter called the "Facilities") located in, under and across the right-of-way or property and any tracks of Railway, at or near:

- Milepost 88.89-A to 88.94-A, Bulls Gap - Friends Line
- Latitude N 36.212883, Longitude W 83.291991
- Morristown, Hamblen County, Tennessee
- Valuation Section 57, Map 23AS, 23 BS, Stationing 4644+86 to 4648+35

the same to be located in accordance with and limited to the installation shown on print of drawings marked Exhibits A, B, C, and D, received June 19, 2018 and four (4) Pipe Data Sheets attached hereto and made a part hereof; and

WHEREAS, Licensee desires a license to use such right-of-way or property of Railway for the installation, construction, maintenance, operation and removal of the Facilities.

NOW, THEREFORE, for and in consideration of the premises, the payment of a non-refundable, non-assignable one-time fee in the amount of ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00) (hereinafter called the "Fee") to cover the Risk Financing Fee (as hereinafter defined) and the covenants hereinafter set forth, Railway hereby permits and grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all encumbrances, covenants and easements to which Railway's title may be subject, the right to use and occupy so much of Railway's right-of-way or property as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (said right-of-way or property of Railway being hereinafter collectively called the "Premises"), upon the following terms and conditions:

1. Use and Condition of the Premises. The Premises shall be used by Licensee only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Licensee accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by Railway.




2. Installation of the Facilities; Railway Support. Licensee shall, at its expense, install, construct, maintain and operate the Facilities on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway. Such installation, construction, maintenance and operation of the Facilities shall be in accordance with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in (a) and (b), above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement.

3. Railway Support. Railway shall, at Railway's option, furnish, at the sole expense of Licensee, labor and materials necessary, in Railway's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

4. Electronic Interference. Licensee will provide Railway with no less than sixty (60) days advance written notice prior to the installation and operation of cathodic protection in order that tests may be conducted on Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") for possible interference. If the Facilities cause degradation of the Electronic Systems, Licensee, at its expense, will either relocate the cathodic protection or modify the Facilities to the satisfaction of Railway so as to eliminate such degradation. Such modifications may include, without limiting the generality of the foregoing, providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this paragraph 4 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

5. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

6. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon thirty (30) days prior written notice from Railway and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.



7. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and Licensee hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

8. Entry Upon Premises. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Division Engineer for the scheduling of protection and inspection. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Licensee of such matters and the estimated cost therefor. No work shall be permitted on or about the Premises without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about the Premises or any other Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for any protection and inspection costs incurred by Railway, in Railway's sole judgment, during any such entry.

9. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.

10. Indemnification. Licensee hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively called "Losses") that arise in any manner from (a) the installation, construction, maintenance, operation, presence or removal of, or the failure to properly install, construct, maintain, operate or remove, the Facilities, or (b) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

11. Insurance.



(a) Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall, at its expense, pay the Risk Financing Fee set forth in subparagraph (i) below and shall procure and maintain with insurance companies satisfactory to Railway, the insurance policies described in subparagraphs (ii) and (iii).

(i) Upon execution of this Agreement, Licensee shall pay Railway a risk financing fee of \$1,000 per installation (herein called the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate.

(ii) Prior to commencement of installation or maintenance of the Facilities or entry on Railway's property, Licensee, and its contractor if it employs one, shall procure and maintain for the course of said installation and maintenance, a general liability insurance policy naming Railway as an additional insured, and containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$1,000,000 for each occurrence.

(iii) Prior to commencement of any subsequent maintenance of the Facility during the term of this Agreement, unless Railway elects to make available and Licensee pays the then current risk financing fee for each affected installation, Licensee, or its contractor if it employs one, shall furnish Railway with an original Railroad Protective Liability Insurance Policy naming Railway as the named insured and having a limit of not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate. Such policy shall be written using Insurance Services Offices Form Numbers CG 00 35 01 10 01.

(b) All insurance required under preceding subsection (a) shall be underwritten by insurers and be of such form and content as may be acceptable to Railway. Prior to commencement of installation or maintenance of the Facilities or any entry on Railway's property, Licensee, or its contractor if it employs one, shall: furnish to Railway's Risk Manager, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by Railway to Licensee in writing), for approval, the original policy described in subsection (a)(iii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(ii).

12. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) the installation, construction, maintenance, operation or removal of the Facilities, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to install, construct, maintain, operate or remove the Facilities. Licensee agrees to indemnify and hold

harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this paragraph. Without limitation, this indemnity provision shall extend to any cleanup and investigative costs relating to any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

13. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

14. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

15. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) a receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this paragraph 15 or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

16. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall discontinue the use or operations of the Facilities; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of Railway, or with the present or future use of such property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.

17. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

18. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

19. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof; and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

20. Attorneys' Fees. If Railway should bring any action under this Agreement, or consult or place the Agreement or any amount payable by Licensee hereunder, with an attorney concerning or for the enforcement of any of Railway's rights hereunder, then Licensee agrees in each and any such case to pay to Railway all costs, including but not limited to court costs and attorneys' fees, incurred in connection therewith.

21. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

22. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

23. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway:
c/o Norfolk Southern Corporation
1200 Peachtree Street, NE - 12th Floor
Atlanta, Georgia 30309-3504
Attention: Director Real Estate

If to Licensee:
City of Morristown
P.O. Box 1499
Morristown, Tennessee 37816
Attention: City Administrator

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

24. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this License are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the

Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of Paragraphs 7, 9, 10, 12 and 18 shall survive the expiration or earlier termination of this Agreement.

25. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

26. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or lost profits.

[Remainder of page intentionally left blank]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the date first above written.

Witness:

**NORFOLK SOUTHERN RAILWAY
COMPANY**

As to Railway

By: _____
Real Estate Manager

Witness:

CITY OF MORRISTOWN

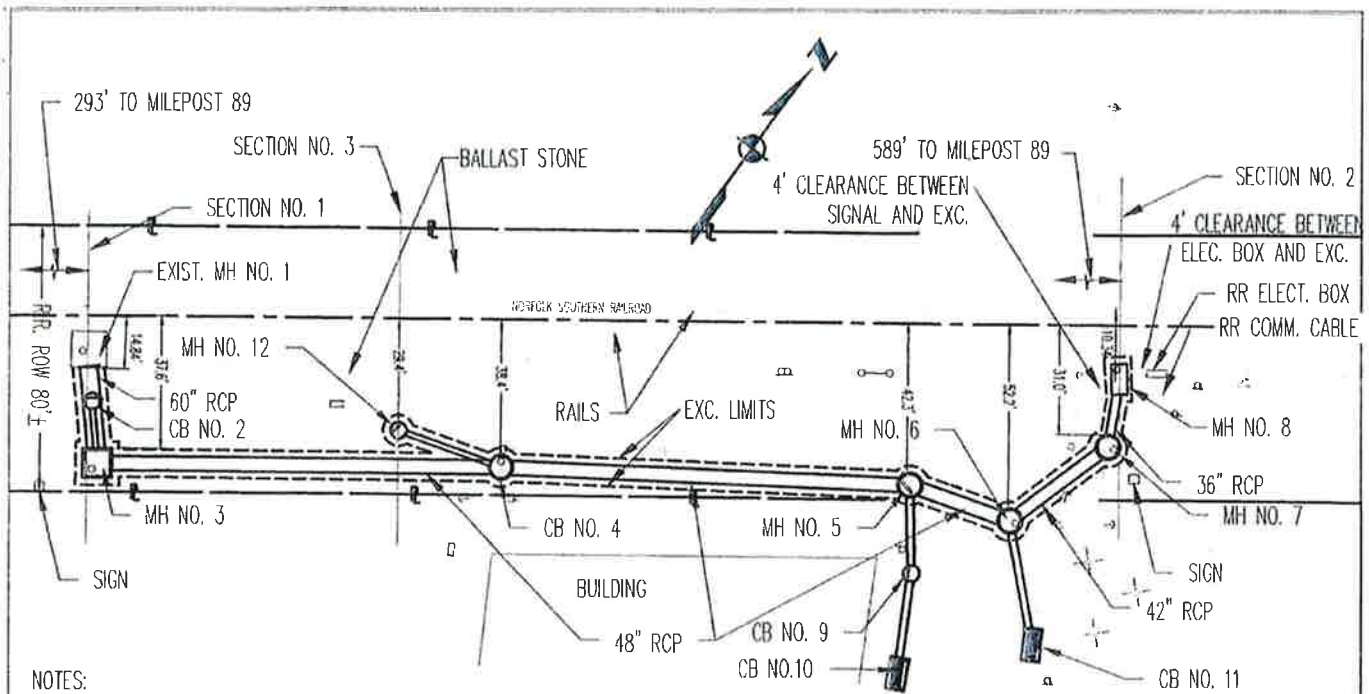
As to Licensee

By: _____

Title: _____

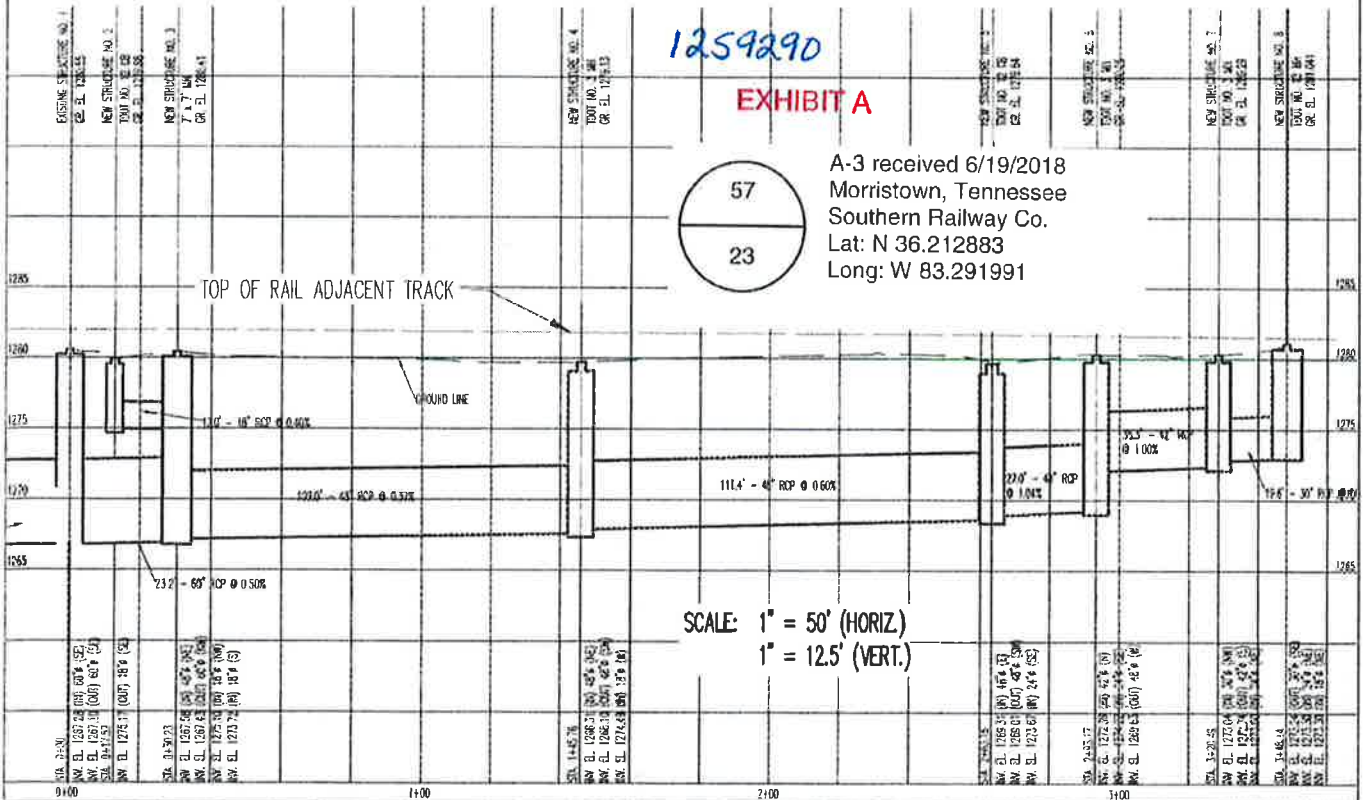
Activity Number 1259290
AMP: September 28, 2018
File No. 1670497v1



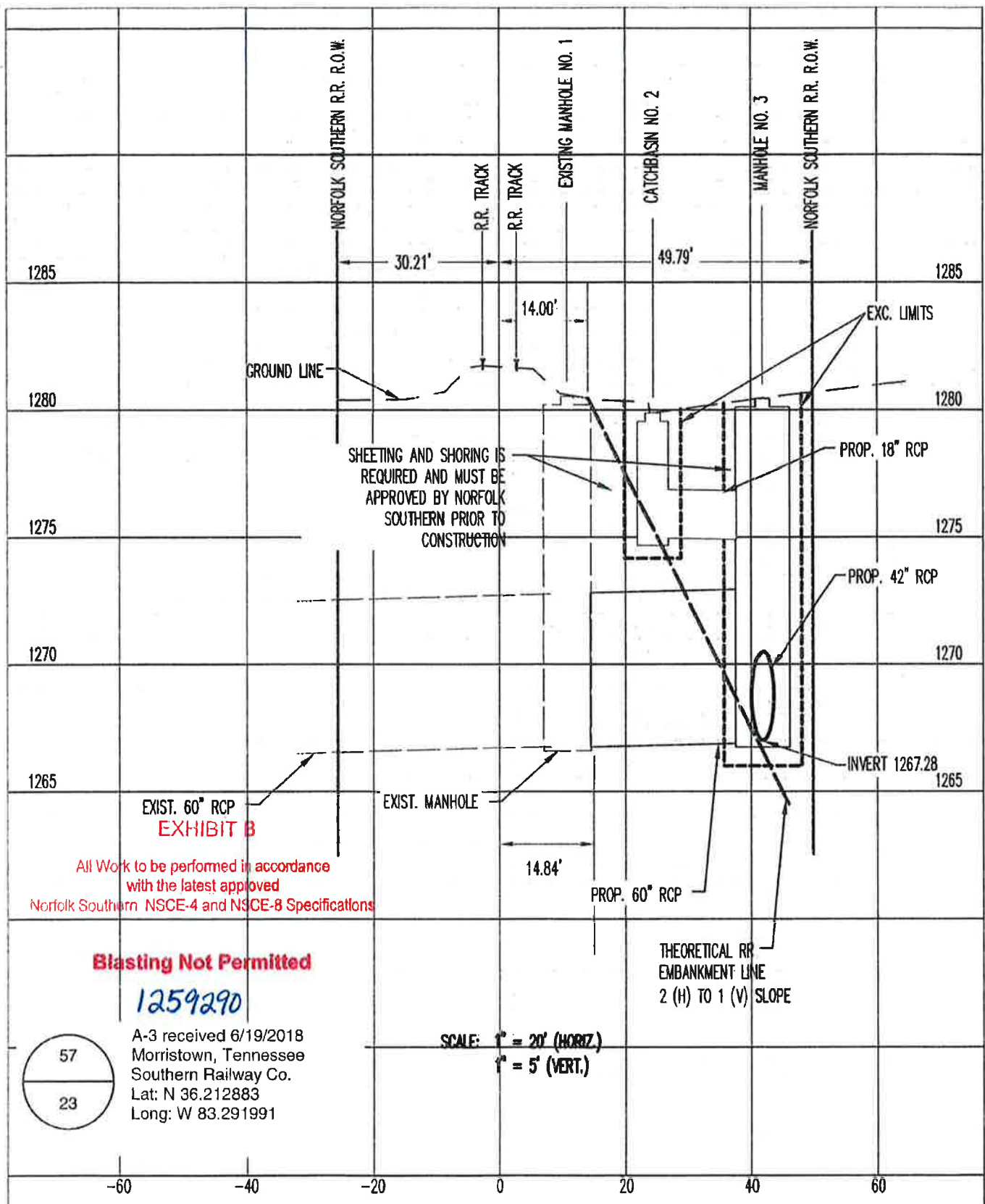


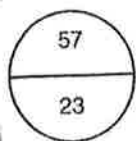
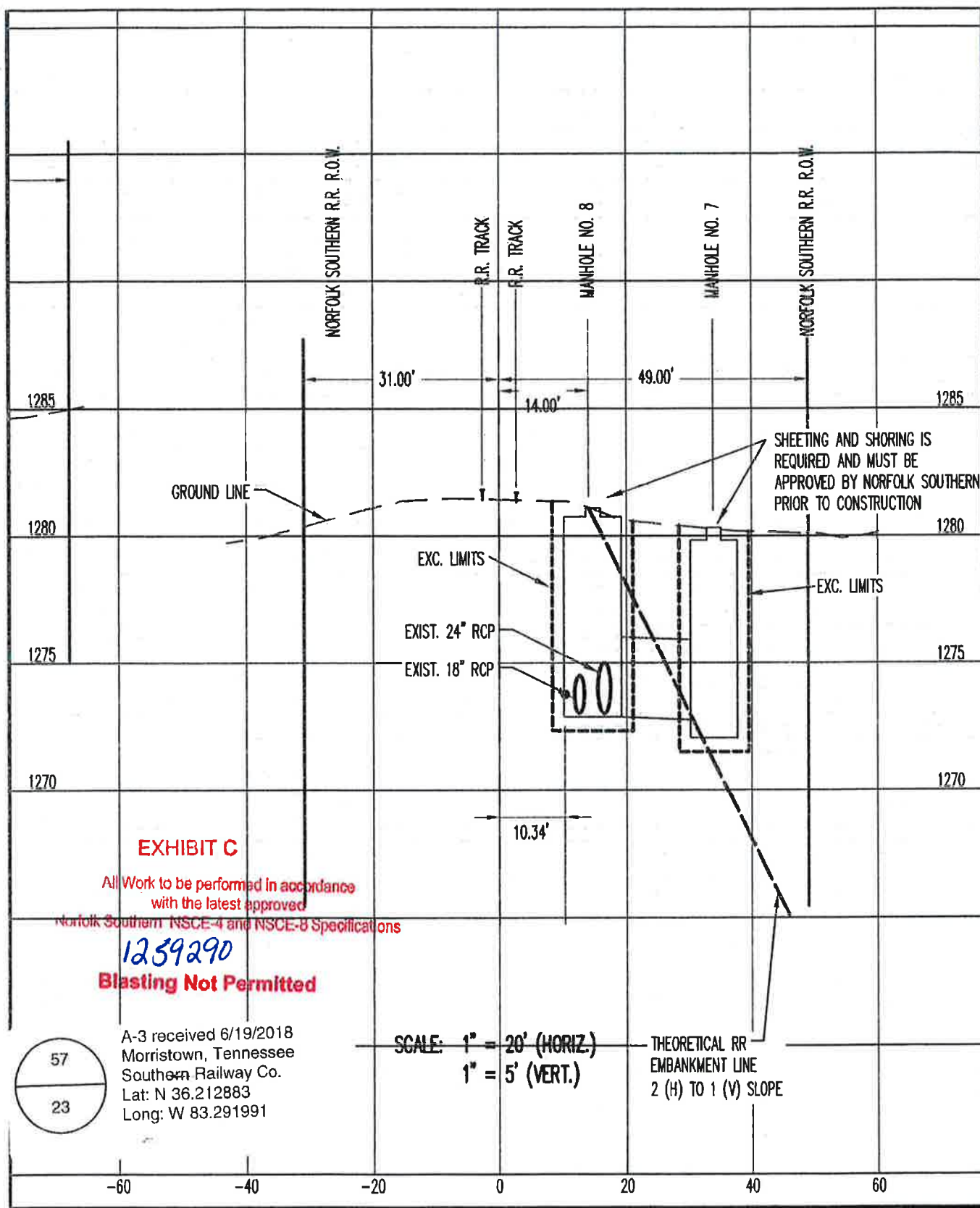
NOTES:

1. Contractor shall follow all requirements of Norfolk Southern's NSCE-8 Specifications
2. Pipeline and crossing to be installed and maintained in accordance with last approved AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION Specifications for Pipelines Conveying Flammable and Non-flammable Substances
3. Blasting not permitted



	CITY OF MORRISTOWN HAMBLLEN COUNTY, TENNESSEE STORMWATER SYSTEM IMPROVEMENTS SOUTH CUMBERLAND DRAINAGE IMPROVEMENTS		PROJECT NUMBER DATE: MARCH 2018 SCALE: 1" = 50' DRAWN BY: B.V. DESIGNED BY: J.D. CHECKED BY: J.D.	SHEET TITLE NORFOLK SOUTHERN PLAN & PROFILE SHEET 1 OF 4





A-3 received 6/19/2018
 Morristown, Tennessee
 Southern Railway Co.
 Lat: N 36.212883
 Long: W 83.291991

SCALE: 1" = 20' (HORIZ.)
 1" = 5' (VERT.)

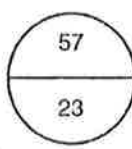
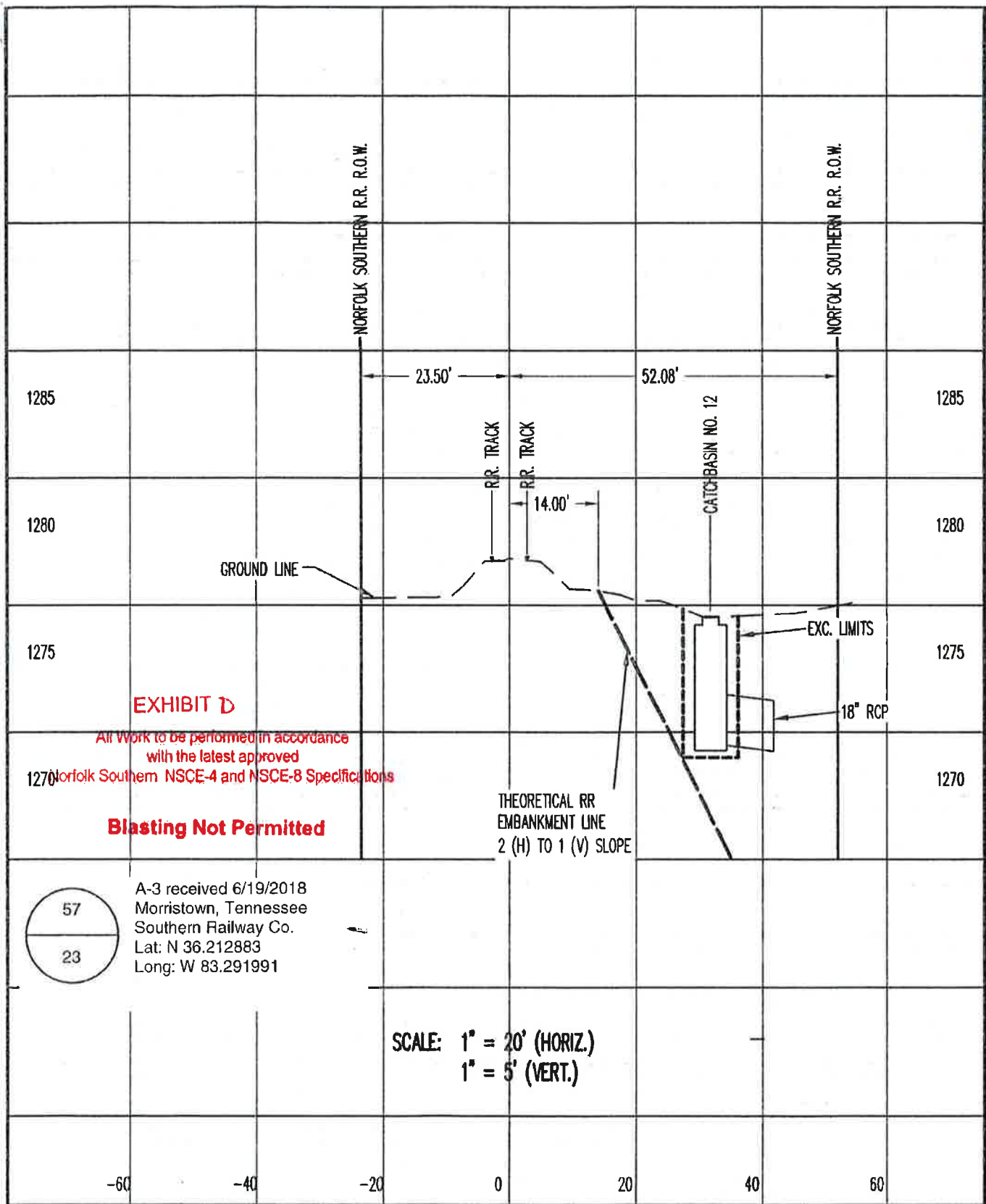
THEORETICAL RR
 EMBANKMENT LINE
 2 (H) TO 1 (V) SLOPE



CITY OF MORRISTOWN
 HAMBLIN COUNTY, TENNESSEE
 STORMWATER SYSTEM IMPROVEMENTS
 SOUTH CUMBERLAND DRAINAGE IMPROVEMENTS

PROJECT NUMBER	
DATE: 10/14/2017	SCALE: 1" = 20'
DESIGNED BY: DAS	CHECKED BY: JPD
DATE: 10/14/2017	DATE: 10/14/2017

SHEET TITLE	
NORFOLK	SOUTHERN
PARALLEL	SECTION NO. 2
SHEET	3 OF 4



A-3 received 6/19/2018
 Morristown, Tennessee
 Southern Railway Co.
 Lat: N 36.212883
 Long: W 83.291991

SCALE: 1" = 20' (HORIZ.)
 1" = 5' (VERT.)



CITY OF MORRISTOWN
 HAMBLIN COUNTY, TENNESSEE
 STORMWATER SYSTEM IMPROVEMENTS
 SOUTH CUMBERLAND DRAINAGE IMPROVEMENTS

PROJECT NUMBER		SHEET TITLE	
DATE: MAY 2018	DATE: 1-20	NORFOLK SOUTHERN PARALLEL	
DESIGNED BY: CCG	DESIGNED BY: JFO	SECTION NO. 3	
DATE: 1-20	DATE: 1-20	SHEET 4 OF 4	



PIPE DATA SHEET

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	Stormwater	N/A
MAX. ALLOWABLE OPERATING PRESSURE	N/A	N/A
NOMINAL SIZE OF PIPE	36"	N/A
OUTSIDE DIAMETER	44"	N/A
INSIDE DIAMETER	36"	N/A
WALL THICKNESS	4"	N/A
WEIGHT PER FOOT	550 lbs	N/A
MATERIAL	RCP	N/A
PROCESS OF MANUFACTURE		N/A
SPECIFICATION	C-76	N/A
GRADE OR CLASS (Specified Minimum Yield Strength)	Class III	N/A
TEST PRESSURE	N/A	N/A
TYPE OF JOINT	Rubber Gasket	N/A
TYPE OF COATING	N/A	N/A
DETAILS OF CATHODIC PROTECTION	N/A	N/A
DETAILS OF SEALS OR PROTECTION AT END OF CASING	N/A	N/A
CHARACTER OF SUBSURFACE MATERIAL	unknown	N/A
APPROXIMATE GROUND WATER LEVEL	unknown	N/A
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	unknown	N/A

Proposed method of installation:

1259290

- ☐ Bore and jack (per Section 5.1.3 of NSCE-8)
- ☐ Jacking (per Section 5.1.4 of NSCE-8)
- ☐ Tunneling (with Tunnel Liner Plate) (per Section 5.1.5 of NSCE-8)
- ☐ Directional Bore/Horizontal Direction Drilling – Method A (per Section 5.1.6 of NSCE-8)
- ☐ Directional Bore/Horizontal Direction Drilling – Method B (per Section 5.1.6 of NSCE-8)
- ☒ Open Cut (per Section 5.1.2 of NSCE-8). *All installations directly under any track must be designed as a bored installation. Open cut installations will be considered on a case-by-case basis by Norfolk Southern's Division Superintendent at the time of installation.*
- ☐ Other (Specify): _____



PIPE DATA SHEET

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	Stormwater	N/A
MAX. ALLOWABLE OPERATING PRESSURE	N/A	N/A
NOMINAL SIZE OF PIPE	42"	N/A
OUTSIDE DIAMETER	51"	N/A
INSIDE DIAMETER	42"	N/A
WALL THICKNESS	4.5"	N/A
WEIGHT PER FOOT	700 lbs	N/A
MATERIAL	RCP	N/A
PROCESS OF MANUFACTURE		N/A
SPECIFICATION	C-76	N/A
GRADE OR CLASS (Specified Minimum Yield Strength)	Class III	N/A
TEST PRESSURE	N/A	N/A
TYPE OF JOINT	Rubber Gasket	N/A
TYPE OF COATING	N/A	N/A
DETAILS OF CATHODIC PROTECTION	N/A	N/A
DETAILS OF SEALS OR PROTECTION AT END OF CASING	N/A	N/A
CHARACTER OF SUBSURFACE MATERIAL	unknown	N/A
APPROXIMATE GROUND WATER LEVEL	unknown	N/A
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	unknown	N/A

Proposed method of installation:

1259290

- ☐ Bore and jack (per Section 5 1.3 of NSCE-8)
- ☐ Jacking (per Section 5 1.4 of NSCE-8)
- ☐ Tunneling (with Tunnel Liner Plate) (per Section 5 1.5 of NSCE-8)
- ☐ Directional Bore/Horizontal Direction Drilling – Method A (per Section 5.1.6 of NSCE-8)
- ☐ Directional Bore/Horizontal Direction Drilling – Method B (per Section 5.1.6 of NSCE-8)
- ☒ Open Cut (per Section 5 1.2 of NSCE-8) *All installations directly under any track must be designed as a bored installation. Open cut installations will be considered on a case-by-case basis by Norfolk Southern's Division Superintendent at the time of installation.*
- ☐ Other (Specify): _____

PIPE DATA SHEET

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	Stormwater	N/A
MAX. ALLOWABLE OPERATING PRESSURE	N/A	N/A
NOMINAL SIZE OF PIPE	48"	N/A
OUTSIDE DIAMETER	58"	N/A
INSIDE DIAMETER	48"	N/A
WALL THICKNESS	5"	N/A
WEIGHT PER FOOT	890 lbs	N/A
MATERIAL	RCP	N/A
PROCESS OF MANUFACTURE		N/A
SPECIFICATION	C-76	N/A
GRADE OR CLASS (Specified Minimum Yield Strength)	Class III	N/A
TEST PRESSURE	N/A	N/A
TYPE OF JOINT	Rubber Gasket	N/A
TYPE OF COATING	N/A	N/A
DETAILS OF CATHODIC PROTECTION	N/A	N/A
DETAILS OF SEALS OR PROTECTION AT END OF CASING	N/A	N/A
CHARACTER OF SUBSURFACE MATERIAL	unknown	N/A
APPROXIMATE GROUND WATER LEVEL	unknown	N/A
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	unknown	N/A

Proposed method of installation:

1259290

- ☐ Bore and jack (per Section 5.1.3 of NSCE-8)
- ☐ Jacking (per Section 5.1.4 of NSCE-8)
- ☐ Tunneling (with Tunnel Liner Plate) (per Section 5.1.5 of NSCE-8)
- ☐ Directional Bore/Horizontal Direction Drilling – Method A (per Section 5.1.6 of NSCE-8)
- ☐ Directional Bore/Horizontal Direction Drilling – Method B (per Section 5.1.6 of NSCE-8)
- ☒ Open Cut (per Section 5.1.2 of NSCE-8). *All installations directly under any track must be designed as a bored installation. Open cut installations will be considered on a case-by-case basis by Norfolk Southern's Division Superintendent at the time of installation.*
- ☐ Other (Specify): _____



PIPE DATA SHEET

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	Stormwater	N/A
MAX. ALLOWABLE OPERATING PRESSURE	N/A	N/A
NOMINAL SIZE OF PIPE	60"	N/A
OUTSIDE DIAMETER	73.5"	N/A
INSIDE DIAMETER	60"	N/A
WALL THICKNESS	6.75"	N/A
WEIGHT PER FOOT	1435 lbs	N/A
MATERIAL	RCP	N/A
PROCESS OF MANUFACTURE		N/A
SPECIFICATION	C-76	N/A
GRADE OR CLASS (Specified Minimum Yield Strength)	Class III	N/A
TEST PRESSURE	N/A	N/A
TYPE OF JOINT	Rubber Gasket	N/A
TYPE OF COATING	N/A	N/A
DETAILS OF CATHODIC PROTECTION	N/A	N/A
DETAILS OF SEALS OR PROTECTION AT END OF CASING	N/A	N/A
CHARACTER OF SUBSURFACE MATERIAL	unknown	N/A
APPROXIMATE GROUND WATER LEVEL	unknown	N/A
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	unknown	N/A

Proposed method of installation:

1259290

- ☐ Bore and jack (per Section 5.1.3 of NSCE-8)
- ☐ Jacking (per Section 5.1.4 of NSCE-8)
- ☐ Tunneling (with Tunnel Liner Plate) (per Section 5.1.5 of NSCE-8)
- ☐ Directional Bore/Horizontal Direction Drilling – Method A (per Section 5.1.6 of NSCE-8)
- ☐ Directional Bore/Horizontal Direction Drilling – Method B (per Section 5.1.6 of NSCE-8)
- ☒ Open Cut (per Section 5.1.2 of NSCE-8). *All installations directly under any track must be designed as a bored installation. Open cut installations will be considered on a case-by-case basis by Norfolk Southern's Division Superintendent at the time of installation.*
- ☐ Other (Specify): _____



Morristown City Council Agenda Item Summary

Date: October 9, 2018

Agenda Item: Tennis Court Resurfacing Project

Prepared by: Joey Barnard

Subject: Tennis Court Resurfacing Project located at Frank Lorino Park

Background/History: The City of Morristown has identified the need to retain architectural consultant services for resurfacing of tennis courts located at Frank Lorino Park. The firm will be responsible for providing the necessary design and construction documents for the project. The tennis courts are utilized by our high schools, summer camps and recreational use.

Financial Impact: Funds have been appropriated in the budget to move forward with this project.

Action options/Recommendations: The City of Morristown is seeking approval to enter into an agreement with Design Innovations Architect, Inc for the Tennis Court Resurfacing Project.

Attachments: Agreement.

Letter of Agreement between Owner / Client and Architect for:

Special Services


This amendment is made as of the <u>9th</u> day of <u>October</u> in the year <u>Two Thousand and Eighteen</u> between	
Owner:	Architect:
City of Morristown Attn: Joey Barnard 100 West First North Street Morristown, TN 37814	Design Innovations Architects, Inc. (DIA) % Gregory S Campbell 402 S. Gay Street #201 Knoxville, TN 37902-1164
For the following project:	DIA Project No. 18134
Tennis Court Resurfacing Project located at Lorino Park, Morristown, TN.	
The Owner and the Architect agree as follows:	
ARCHITECT'S SERVICES	
1.01 Services to be provided:	
1.01.1 The Architect, DIA, will provide the necessary design and construction documents for this project. This will include tennis court demolition and tennis court construction drawings, details, and specifications suitable for bidding, permitting and construction.	1.03 Method and Means of Compensation:
1.01.2 Permitting assistance and construction administration assistance shall be available on an on-call as needed basis and invoiced hourly per the attached Rate Schedule.	1.03.1 The services noted in Section 1.01 herein shall be provided on an hourly basis with a not-to-exceed fee of Eleven Thousand Dollars & 00/100 (\$11,000.00). Refer to the Rate Schedule herein.
1.01.3 It is understood that the City of Morristown shall provide DIA a current subsurface soils report with design recommendations for improvements necessary for a suitable subsurface tennis court base.	1.03.2 Additional compensation information in Exhibit A attached hereto.
1.02 Services to be excluded:	
1.02.1 Any service / consultant not specifically listed herein as included shall be considered excluded.	OWNER'S RESPONSIBILITIES
	2.01 Owner Provided information: The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.
	2.02 Owner shall provide a current subsurface soils report for the tennis courts including design recommendations for subsurface improvements suitable for tennis courts.
OTHER CONDITIONS	
	3.01 Additional Information: Additional Information concerning terms and conditions shall be per Exhibit A – Terms and Conditions as attached hereto.
	3.02 Clarifications:
	3.02.1 Owner / Client directed design changes / modifications after approval of design of completed portions of Construction Documents necessitated by Owner / Client requested design changes, will be considered Additional Services.
1.04	
This Agreement entered into as of the day and year first written above.	
OWNER	ARCHITECT
(Signature) _____ (Date) _____	 _____ October 9, 2018 (Signature) _____ (Date)
(Printed Name and Title) _____	Gregory S. Campbell, AIA, LEED® AP Vice President of Operations (Printed Name and Title)
X:\Template folders\ TEMPLATE PROJECT\Files\AIA03\ Working\ A03 2017- LOA.docx	
Page 1 of 1	

Exhibit -

Standard Terms and Conditions

A USE OF DOCUMENTS

- A.1 Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

B TERMINATION, SUSPENSION OR ABANDONMENT

- B.1 In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven (7) days written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.
- B.2 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined herein. Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated.

C MEANS AND METHODS OF COMPENSATION

- C.1 The Architect shall bill for services based on services provided generally between the first and last calendar days of each month.
- C.2 Architect's standard hourly rates are subject to change without prior notice.
- C.2.a Architect's standard hourly rates:
- | \$ hr | Abbr | Title |
|-------|--------|--|
| 425 | EW | Expert Witness / Legal Support |
| 275 | PRA-LD | Principal Architect: Lead Designer |
| 250 | PRA | Principal Architect |
| 215 | VPO | Vice President of Operations |
| 200 | RRC | Registered Roof Consultant |
| 135 | POM | Projects Operations Manager |
| 125 | BD | Business Development |
| 90 | OM/MD | Office Manager Marketing Director |
| 150 | SA | Senior Project Architect |
| 120 | PA | Project Architect |
| 100 | DID-1 | Director of Interior Design: Lead Designer |
| 90 | DID-2 | Director of Interior Design: Production |
| 95 | IAID-1 | Level I: Intern Architect, Interior Designer |
| 85 | IAID-2 | Level II: Intern Architect, Interior Designer |
| 75 | IAID-3 | Level III: Intern Architect, Interior Designer |
| 55 | AA | Administrative Assistance |
| 50 | SI | Student Intern |
- C.3 Additional Services when pre-approved by Owner/Client, will be based on current hourly rates at time such services are rendered or mutually agreed upon lump-sum, plus consultants' fees (if required) at a 15% multiplier.
- C.4 The Owner shall reimburse the Architect for reimbursable expenses incurred in the interest of the Project at a 15% multiplier:
- C.4.a Transportation in connection with the Project including but not limited to mileage at U.S. government rates prevalent at the time of travel and / or rental / fuel expenses;
- C.4.b Fees paid for securing approval of authorities having jurisdiction over the Project;
- C.4.c Models, mock-ups, and renderings requested and/or pre-authorized by the Owner/Client.

- C.4.d High resolution; Three dimensional; element(s); map(s); material representation(s) etc for use on project renderings if pre-authorized by the Project Architect
- C.4.e Expense of professional liability insurance dedicated exclusively to this project of the expense in excess of that normally carried by the architect and the architect's consultants;
- C.4.f Reproductions, copies, standard form documents, postage, handling, and delivery of Instruments of Service; in-house printing is charged at varied rates depending on machine and size.
- C.5 Payments are due and payable upon receipt of the Architect's invoice. Amounts unpaid Fifteen (15) days after the invoice date shall bear interest from the date payment is due at the rate of One and one-half percent (1.50%) monthly, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.
- C.6 At the request of the Owner, the Architect shall provide services outside the scope of work for additional compensation.
- C.7 Invoices will be prepared and submitted electronically to the designated party listed under Section C.9 herein;
- C.8 Any and all invoices shall be considered submitted upon receipt of automatic confirmation receipt via electronic mail (e-mail). If any portion(s) of an invoice is in dispute by the Owner/Client, the Owner/Client shall pay the undisputed portion pursuant to this provision.
- C.9 Billing address/recipient name of the entity responsible on the Owner's/Client's behalf of receiving and processing the Architect's invoices shall be as follows:

Name: _____

Email: _____

Telephone: _____

Fax: _____

- C.10 If the billing address/recipient name differs from the last billing cycle, the Owner/Client will notify the Architect's Accounting department in writing before the Fifteenth (15th) day of the month. The Owner/Client is responsible for any billing information changes. The requests, as well as questions or inquiries regarding invoices, shall be sent to the Architect's Accounts Receivables Department:

Name: Brandy Williams

Email: bwilliams@dia-arch.com

Office: 865-410-7200 Fax: 865-544-3840

D MISCELLANEOUS PROVISIONS

- D.1 This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document B101-2017 Standard Form of Agreement between Owner and Architect. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.
- D.2 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.
- D.3 The Architect shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.
- D.4 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. In addition, the Owner shall furnish the services of a third-party inspection agency for testing mandated by adopted codes.
- D.5 Liability Limitation: In recognition of the relative risks, reward and benefits of the project to both the Owner/Client and Architect, the risks have been allocated such that the Owner/Client agrees that to the fullest extent permitted by law, Architect's total liability to the Owner/Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from cause or causes, shall not exceed the available amount of insurance listed in Section D.5 herein.

Exhibit -

Standard Terms and Conditions

- D.6 Insurance Requirements: Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
- General Liability: \$2,000,000 General Aggregate
 - General Liability: \$1,000,000 Each Occurrence
 - Automobile Liability: \$1,000,000 Combined Single Limit
 - Workers' Compensation: \$1,000,000 Each Accident
 - Professional Liability: \$2,000,000 Aggregate Limit
 - Professional Liability: \$2,000,000 Per Claim Limit
- D.7 Indemnity: The Owner shall indemnify, defend and hold harmless Architect, Engineer and their agents and employees from and/ against all claims, in whole or part, caused by any negligent act or omission of the Owner, anyone directly or indirectly employed by the Owner, or third parties, regardless of whether or not it is caused in part by a party indemnified herein. The requirement to indemnify, defend and hold harmless shall include, but not be limited to, all attorney's fees, damages, losses, incidental costs and expenses incurred by the Architect, Engineer, and/or their agents and employees associated with above mentioned claims.
- D.8 Standard of Care: The standard of care for all professional services performed or furnished by Architect and Consultants under this Agreement will be the skill and care used by members of Architect and Consultants profession practicing under similar circumstances at the same time and in the same locality. Architect and Consultants makes no warranties, express or implied, under this Agreement or otherwise, in connection with Architect and Consultant's services.
- D.9 Dispute Resolution - Mediation
- D.9.a Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.
- D.9.b The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- D.9.c The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- D.10 Dispute Resolution - Litigation: If the parties do not resolve their dispute through mediation pursuant to the terms of Mediation setout above, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.
- D.11 Claims for Consequential Damages: The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.
- D.12 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.
- D.13 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.
- D.14 To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.
- D.15 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.
- D.16 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.
- D.17 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

End of Exhibit - Terms and Conditions for Agreement between Owner and Architect.
OWNER / CLIENT

ARCHITECT

(Signature)

(Date)

(Signature)

(Date)

(Printed Name and Title)

Gregory S. Campbell, AIA, LEED AP
Vice President of Operations

(Printed Name and Title)

DESIGN INNOVATION ARCHITECTS, INC.

402 S. GAY STREET, SUITE 201 KNOXVILLE, TN 37902-1164 865-637-8540 F 865-544-3840

www.dia-arch.com

mail@dia-arch.com

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Morristown City Council Agenda Item Summary

Date: October 9, 2018

Agenda Item: Re-roofing Fire Stations 5 and 6

Prepared by: Joey Barnard

Subject: Re-roofing Project for Fire Stations 5 and 6

Background/History: The City of Morristown has identified the need to re-roof Fire Stations 5 and 6. These Stations were built within 2004-2007. The original roofing included a 10-year warranty, which is now expired. Major roofing repairs are needed. It is necessary to retain architectural consultant services for this project who will be responsible for providing necessary schematic design and preparing an opinion of cost estimates for construction of each fire stations.

Financial Impact: Funds have been appropriated in the budget to move forward with this project.

Action options/Recommendations: The City of Morristown is seeking approval to enter into an agreement with Design Innovations Architect, Inc for the Re-roofing project on Fire Station 5 and 6.

Attachments: Agreement.

Letter of Agreement between Owner / Client and Architect for:

Special Services

This amendment is made as of the 10th day of October in the year Two Thousand and Eighteen between	
Owner:	Architect:
City of Morristown Attn: Joey Barnard 100 West First North Street Morristown, TN 37814	Design Innovations Architects, Inc. (DIA) % Gregory S Campbell 402 S. Gay Street #201 Knoxville, TN 37902-1164
For the following project:	DIA Project No. 18133
Re-roofing for fire stations Nos. 5 and 6, Morristown, TN.	
The Owner and the Architect agree as follows:	
ARCHITECT'S SERVICES	
1.01 Services to be provided:	
1.01.1	The Architect, DIA, will provide the necessary schematic design and prepare an opinion of probable cost estimates for construction for each of the fire stations. These services shall include a trip to Morristown to each fire station to observe the roofs.
1.01.2	Upon the City of Morristown's approval of the schematic designs and cost estimates, DIA shall furnish the City of Morristown a design services fee proposal to prepare construction drawings and specifications suitable for bidding and construction for each fire station. DIA shall include in its fee proposal bidding and construction administration services for each fire station.
1.02 Services to be excluded:	
1.02.1	Any service / consultant not specifically listed herein as included shall be considered excluded.
1.03 Method and Means of Compensation:	
1.03.1	The services noted in Section 1.01 herein shall be provided on an hourly basis with a not-to-exceed fee of Five Thousand Dollars & 00/100 (\$5,000.00) for each fire station for a not to exceed total of Ten Thousand & 00/100 (\$10,000.00). Refer to the Rate Schedule herein.
1.03.2	Additional compensation information in Exhibit A attached hereto.
OWNER'S RESPONSIBILITIES	
2.01	Owner Provided information: The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.
OTHER CONDITIONS	
3.01	Additional Information: Additional Information concerning terms and conditions shall be per Exhibit A – Terms and Conditions as attached hereto.
3.02	Clarifications:
3.02.1	Owner / Client directed design changes / modifications after approval of design of completed portions of Construction Documents necessitated by Owner / Client requested design changes, will be considered Additional Services.
1.04	
This Agreement entered into as of the day and year first written above.	
OWNER	ARCHITECT
(Signature)	(Signature)
(Date)	October 10, 2018 (Date)
(Printed Name and Title)	Gregory S. Campbell, AIA, LEED® AP Vice President of Operations (Printed Name and Title)
X:\Template folders\ TEMPLATE PROJECT\Files\AIA03\ Working\ A03 2017- LOA.docx	
Page 1 of 1	

Exhibit -

Standard Terms and Conditions

A USE OF DOCUMENTS

- A.1 Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

B TERMINATION, SUSPENSION OR ABANDONMENT

- B.1 In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven (7) days written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.
- B.2 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined herein. Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated.

C MEANS AND METHODS OF COMPENSATION

- C.1 The Architect shall bill for services based on services provided generally between the first and last calendar days of each month.
- C.2 Architect's standard hourly rates are subject to change without prior notice.
- C.2.a Architect's standard hourly rates:
- | \$ hr | Abbr | Title |
|-------|--------|--|
| 425 | EW | Expert Witness / Legal Support |
| 275 | PRA-LD | Principal Architect: Lead Designer |
| 250 | PRA | Principal Architect |
| 215 | VPO | Vice President of Operations |
| 200 | RRC | Registered Roof Consultant |
| 135 | POM | Projects Operations Manager |
| 125 | BD | Business Development |
| 90 | OM/MD | Office Manager Marketing Director |
| 150 | SA | Senior Project Architect |
| 120 | PA | Project Architect |
| 100 | DID-1 | Director of Interior Design: Lead Designer |
| 90 | DID-2 | Director of Interior Design: Production |
| 95 | IAID-1 | Level I: Intern Architect, Interior Designer |
| 85 | IAID-2 | Level II: Intern Architect, Interior Designer |
| 75 | IAID-3 | Level III: Intern Architect, Interior Designer |
| 55 | AA | Administrative Assistance |
| 50 | SI | Student Intern |
- C.3 Additional Services when pre-approved by Owner/Client, will be based on current hourly rates at time such services are rendered or mutually agreed upon lump-sum, plus consultants' fees (if required) at a 15% multiplier.
- C.4 The Owner shall reimburse the Architect for reimbursable expenses incurred in the interest of the Project at a 15% multiplier:
- C.4.a Transportation in connection with the Project including but not limited to mileage at U.S. government rates prevalent at the time of travel and / or rental / fuel expenses;
- C.4.b Fees paid for securing approval of authorities having jurisdiction over the Project;
- C.4.c Models, mock-ups, and renderings requested and/or pre-authorized by the Owner/Client.

- C.4.d High resolution; Three dimensional; element(s); map(s); material representation(s) etc for use on project renderings if pre-authorized by the Project Architect
- C.4.e Expense of professional liability insurance dedicated exclusively to this project of the expense in excess of that normally carried by the architect and the architect's consultants;
- C.4.f Reproductions, copies, standard form documents, postage, handling, and delivery of Instruments of Service; in-house printing is charged at varied rates depending on machine and size.
- C.5 Payments are due and payable upon receipt of the Architect's invoice. Amounts unpaid Fifteen (15) days after the invoice date shall bear interest from the date payment is due at the rate of One and one-half percent (1.50%) monthly, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.
- C.6 At the request of the Owner, the Architect shall provide services outside the scope of work for additional compensation.
- C.7 Invoices will be prepared and submitted electronically to the designated party listed under Section C.9 herein;
- C.8 Any and all invoices shall be considered submitted upon receipt of automatic confirmation receipt via electronic mail (e-mail). If any portion(s) of an invoice is in dispute by the Owner/Client, the Owner/Client shall pay the undisputed portion pursuant to this provision.
- C.9 Billing address/recipient name of the entity responsible on the Owner's/Client's behalf of receiving and processing the Architect's invoices shall be as follows:

Name: _____

Email: _____

Telephone: _____

Fax: _____

- C.10 If the billing address/recipient name differs from the last billing cycle, the Owner/Client will notify the Architect's Accounting department in writing before the Fifteenth (15th) day of the month. The Owner/Client is responsible for any billing information changes. The requests, as well as questions or inquiries regarding invoices, shall be sent to the Architect's Accounts Receivables Department:

Name: Brandy Williams

Email: bwilliams@dia-arch.com

Office: 865-410-7200

Fax: 865-544-3840

D MISCELLANEOUS PROVISIONS

- D.1 This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document B101-2017 Standard Form of Agreement between Owner and Architect. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.
- D.2 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.
- D.3 The Architect shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.
- D.4 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. In addition, the Owner shall furnish the services of a third-party inspection agency for testing mandated by adopted codes.
- D.5 Liability Limitation: In recognition of the relative risks, reward and benefits of the project to both the Owner/Client and Architect, the risks have been allocated such that the Owner/Client agrees that to the fullest extent permitted by law, Architect's total liability to the Owner/Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from cause or causes, shall not exceed the available amount of insurance listed in Section D.5 herein.

Exhibit -

Standard Terms and Conditions

- D.6 Insurance Requirements: Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
- General Liability: \$2,000,000 General Aggregate
 - General Liability: \$1,000,000 Each Occurrence
 - Automobile Liability: \$1,000,000 Combined Single Limit
 - Workers' Compensation: \$1,000,000 Each Accident
 - Professional Liability: \$2,000,000 Aggregate Limit
 - Professional Liability: \$2,000,000 Per Claim Limit
- D.7 Indemnity: The Owner shall indemnify, defend and hold harmless Architect, Engineer and their agents and employees from and/ against all claims, in whole or part, caused by any negligent act or omission of the Owner, anyone directly or indirectly employed by the Owner, or third parties, regardless of whether or not it is caused in part by a party indemnified herein. The requirement to indemnify, defend and hold harmless shall include, but not be limited to, all attorney's fees, damages, losses, incidental costs and expenses incurred by the Architect, Engineer, and/or their agents and employees associated with above mentioned claims.
- D.8 Standard of Care: The standard of care for all professional services performed or furnished by Architect and Consultants under this Agreement will be the skill and care used by members of Architect and Consultants profession practicing under similar circumstances at the same time and in the same locality. Architect and Consultants makes no warranties, express or implied, under this Agreement or otherwise, in connection with Architect and Consultant's services.
- D.9 Dispute Resolution - Mediation
- D.9.a Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.
- D.9.b The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- D.9.c The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- D.10 Dispute Resolution - Litigation: If the parties do not resolve their dispute through mediation pursuant to the terms of Mediation setout above, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.
- D.11 Claims for Consequential Damages: The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.
- D.12 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.
- D.13 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.
- D.14 To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.
- D.15 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.
- D.16 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.
- D.17 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

End of Exhibit - Terms and Conditions for Agreement between Owner and Architect.
OWNER / CLIENT

(Signature)

(Date)

(Printed Name and Title)

DESIGN INNOVATION ARCHITECTS, INC.

402 S. GAY STREET, SUITE 201 KNOXVILLE, TN 37902-1164 865-637-8540 F 865-544-3840

ARCHITECT

(Signature)

(Date)

Gregory S. Campbell, AIA, LEED AP

Vice President of Operations

(Printed Name and Title)

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AIA® Document G701™ – 2017

Change Order

PROJECT: (Name and address)
Morristown Public Works Facility
Phase 2

CONTRACT INFORMATION:
Contract For: General Construction
Date: 8/30/2018

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: 10/1/2018

OWNER: (Name and address)
City of Morristown
100 West First North Street
Morristown, TN 37814

ARCHITECT: (Name and address)
Lose Design
2809 Foster Ave
Nashville, TN 37210

CONTRACTOR: (Name and address)
Merit Construction, Inc.
10435 Dutchtown Road
Knoxville, TN 37932

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Base Bid: \$11,549,000.00

Base Bid included Landscaping beyond code minimum, gravel laydown yard, BEMB canopies, all building C storage bays, salt bin, oil unit heater, three vehicle lifts and overhead crane. All items noted in Bid Manual and Addenda.

Add Items:

1. Building D (2) @ \$375,000: \$750,000.00
2. Impound Lot: \$86,000.00
3. Water Pump Heater: \$3,000.00

Adjusted Total: \$12,388,000.00

Deduct Items:

1. Value Engineer Lighting Package, \$13,255.00
2. Change insulated metal panels 22 ga exterior and interior to 24 ga exterior and 26 ga interior \$38,350.00
3. Eliminate full height liner panel at building B: \$16,120.00
4. Remove gravel, laydown yard: \$34,000.00
5. Find different supplier for large fans and eliminate oscillating mounts: \$10,500.00
6. Change 21 unfired heaters from stainless steel to different material: \$13,500.00
7. Delete Police impound lot: \$86,000.00
8. Reduce landscaping to the code minimum: \$70,000.00
9. Eliminate brick monument sign: \$8,500.00
10. Change ground face CMU to split face building B: \$75,000.00
11. Change ground face CMU to split face CMU building C: \$14,500.00
12. Install one new 30 ton lift and reuse two existing lifts: \$65,000.00

Total Deduct Items: \$444,725.00

Revised Total: \$11,943,275.00

Contingency: \$56,725.00

Total Contract \$12,000,000.00

The original Contract Sum was	\$	12,000,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	12,000,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	12,000,000.00

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be 485 days from Notice to Proceed

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

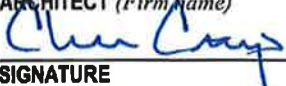
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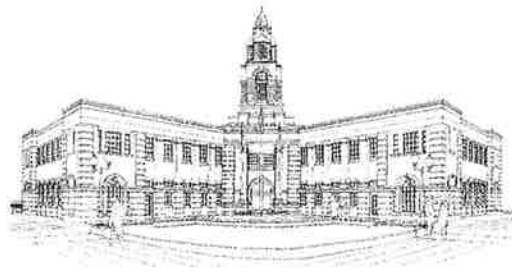
User Notes:

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

Lose Design	Merit Construction, Inc.	City of Morristown
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
		
SIGNATURE	SIGNATURE	SIGNATURE
President & CEO		
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
Chris Camp, President		
DATE	DATE	DATE



Morristown City Council Agenda Item Summary

Date: October 10, 2018

Agenda Item: Approval of Bid–Demolition of Property

Prepared by: Joey Barnard, Assistant City Administrator

Subject: Demolition of Property Bid

Background/History: In accordance with City of Morristown ordinances, it has become necessary to demolish several dilapidated buildings within the City of Morristown. These structures were identified by the City of Morristown inspections staff to pose a potential threat to the health and welfare of the community. Hazards associated with these unfit properties will be eliminated for the safety of the citizens within the community. Additionally, demolition of these buildings will improve the appearance of the lots and in turn the overall appearance of the City. This ensures that property values of these parcels and surrounding parcels are maintained. Inspections originally identified three (3) buildings that needed to be razed. Hearings have been held in compliance with City ordinances, and these properties will be razed once all legal proceedings have been exhausted.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on September 27, 2018 and on September 30, 2018; in the *Mundo Hispano* on September 27, 2018. Additionally, the bid was posted to the City of Morristown's website and through Vendor Registry, an on-line facilitation website. The submission deadline was 1:00 PM on Thursday, October 11, 2018. We received two (2) responses. One of those responses remains unopened and will not be considered as the company was not present at the mandatory pre-bid meeting held on October 4, 2018.

Financial Impact: The bids received are within the amount that has been appropriated for this purpose in the 2018-19 budget. The bid allowed for the properties to be awarded individually so that the City may take advantage of the best possible pricing. Based on the bids submitted, Allstar Construction will be responsible for two (2) properties totaling \$7,454.26. The property located at 416 East 1st North Street will be rejected. These amounts could be less if the property owners take action to the structures prior to actual demolition by the entity approved by the City of Morristown. A lien will be placed against each property to recover all costs incurred by the City of Morristown.

Action options/Recommendations: It is staffs' recommendation to approve the best and lowest bids submitted by Allstar Construction & Demolition LLC for properties located at 709 Talbott Street and 1021 Ridgecrest Street, to reject the bid submitted for the property located at 416 East 1st North Street, and to allow the city administrator to enter into a contract with Allstar Construction & Demolition LLC.

Attachments: Bid Tabulation.

City of Morristown
Demolition of Property Bid
Thursday, October 11, 2018
1:00 PM

Location	All Star Construction & Demolition
416 East 1st North Street	\$ 13,874.13
709 Talbott Road	\$ 3,968.13
1021 Ridgecrest Street	\$ 3,486.13
Total	\$ 21,328.39

Total cost to the City: \$7,454.26