

**WORK SESSION**  
**September 17, 2019**  
**4:00 p.m.**

1. **Agenda Review**

**AGENDA**  
**CITY OF MORRISTOWN, TENNESSEE**  
**CITY COUNCIL MEETING**  
**September 17, 2019**  
**5:00 p.m.**

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Dr. Gary Brewster, Chaplain, Morristown Police Department

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

1. September 3, 2019

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**

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

**1. Ordinance No. \_\_\_\_\_**

Entitled an Ordinance to Close and Vacate certain Rights-of-Ways within the City of Morristown {*Portion of North James Street public right-of-way north of the intersection of E. 6th North Street, the general location being shown on the attached Exhibit A*}.

**{Public Hearing October 1, 2019}**

**2. Ordinance No. \_\_\_\_\_**

Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 14 (Zoning and Land Use Control), Chapter 2 (General Zoning Provisions) of the Morristown Municipal Code (Detached Accessory Structure).

**{Public Hearing October 1, 2019}**

**3. Ordinance No. \_\_\_\_\_**

Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 12 (Fire and Construction Codes), Title 13 (Property Maintenance), Title 14 (Zoning and Land Use Control), Title 16 (Streets and Sidewalks, Etc.), and Title 17 (Refuse And Trash Disposal) (Code Enforcement Citations).

**{Public Hearing October 1, 2019}**

**9-c. Awarding of Bids/Contracts**

1. Approval of Bid to Best and Lowest Bidder for Self-Contained Breathing Apparatus (SCBA) for the Fire Department.

2. Approval to Surplus Property as recommended by Fleet Management.

3. Approval of contract with Skilled Services Quality Construction, LLC in the amount of \$484,310 for the Morristown Multi-Park Improvements (Civic Park, Hillcrest Park, Popkin Field and Wayne Hansard Park).

4. Approval of contract with RCS Productions Inc. in the amount of \$17,215 to provide equipment, staff/crew and production services for the Salute to Heritage Park, Grand Opening Celebration entertainment.

**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:**

October 1, 2019	Tuesday	2:30 p.m.	Finance Committee Meeting
October 1, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 1, 2019	Tuesday	5:00 p.m.	Regular city Council Meeting with Work Session
October 15, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 15, 2019	Tuesday	5:00 p.m.	Regular city Council Meeting with Work Session
November 5, 2019	Tuesday	2:30 p.m.	Finance Committee Meeting
November 5, 2019	Tuesday	4:00 p.m.	Work Session - Council Agenda Review
November 5, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 19, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 19, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 28-29, 2019	Thurs/Fri		City Employee's Holiday Thanksgiving
December 3, 2019	Tuesday	2:30 p.m.	Finance Committee Meeting
December 3, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 3, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 17, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 17, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 25, 2019	Wednesday		City Employee's Holiday Christmas Day

## **WORK SESSION AGENDA**

**September 17, 2019**

1. Panther Creek State Park Presentation – Park Manager Jason Chadwell
2. TCAT
3. Debt Issues

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
September 3, 2019**

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, September 3, 2019, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present; Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith.

Pastor Ryan Croft, Chaplain, Morristown Police Department led in the invocation. Councilmember Al A'Hearn led the "Pledge of Allegiance".

Mayor Chesney recognized the Chamber of Commerce Morristown Leadership Group and welcomed them to the City Council meeting.

Councilmember Smith made a motion to approve the August 6, 2019 and August 20, 2019 minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Ordinance No. 3641; No one spoke

Councilmember Pedigo made a motion to approve Ordinance No, 3641 on second and final reading. Councilmember Al A'Hearn seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3641**

**An Ordinance of the City Council of Morristown, Tennessee Amending Title 14 (Zoning and Land Use Control), Chapter 2, Chapter 10, Chapter 11, Chapter 16 and Chapter 26 of the Morristown Municipal Code (Craft Beer Enterprises).**

Councilmember Smith made a motion to approve Resolution 2-20. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

**Resolution 2-20**

**A Resolution of the City of Morristown, Tennessee, Adopting an Immediate Moratorium on the Acceptance of Applications for Use Permits and Building Permits for Methadone Treatment Clinics or Facilities, Pain Management Clinics, and Medical Offices, to be Effective for a Period not to extend more than one hundred and twenty (120) days.**

WHEREAS, the Morristown Zoning Ordinance does not specifically define and designate a difference in methadone treatment

clinics, suboxone clinics, pain management clinics, nor does it specifically define and designate a difference in medical offices or medical clinics and make a clear distinction between doctor offices, dentist offices, psychiatrist offices and optometrist offices; and

WHEREAS, in certain zoning districts within the City, these clinics and offices are uses permitted on review; and

WHEREAS, the City needs to review its codes and ordinances in a comprehensive fashion in order to accurately define these clinics and offices and make appropriate zoning designations; and

WHEREAS, the City should impose a moratorium barring the acceptance of applications relating to methadone treatment clinics or facilities, pain management clinics, and medical offices until the necessary code revisions are complete.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Morristown, Tennessee as follows:

Section 1. Purpose: The purpose of this moratorium is to allow the City adequate time to comprehensively study the City's existing ordinances and codes and establish clear definitions and designations for methadone treatment clinics, suboxone clinics, pain management clinics, and medical offices.

Section 2. Moratorium Imposed: The Mayor and City Council of the City of Morristown hereby impose a moratorium on the establishment, location, permitting or erecting of methadone treatment clinics or facilities, pain management clinics, and medical offices within the City. During the term of this moratorium (unless earlier terminated by the Mayor and City Council by resolution), the City will not accept any permit applications or consider any methadone treatment clinics or facilities, pain management clinics, and medical offices, nor will the City accept any building permit or use permit applications for the location, establishment or siting of any methadone treatment clinics or facilities, pain management clinics, and medical offices.

Section 3. The moratorium imposed by this resolution shall be in effect for a period not to extend one hundred and twenty (120) days, beginning on the date of the adoption of this resolution.

Section 4. If any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not



affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Passed during regular session of City Council this 3rd day of September, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

Councilmember Senter made a motion to approve Change Order No. 1 with Specialty Services Group for fencing at the Morristown Regional Airport increasing the contract amount by \$6,335.56 for a total contract amount of \$64,647.06. This is covered by grant funds. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve Change Order No. 2 with East Tennessee Turf & Landscape for sinkhole repair at the Morristown Regional Airport increasing the contract amount by \$4,127.78. This is covered by grant funds. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve Change Order No. 4 with Burke-Ailey Construction Co., Inc. for Petoskey Plastics – Site Improvements Phase III by decreasing the contract amount by \$68,790.00 for a new total contract amount of \$491,533. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the application for the Construction of a Bridge Grant Project. {Bridge Location No. 32-0A314-0.154; Stream Name Spring Creek; Bridge No. 320A3140001; Local Road Name Brights Pike; S.A. RTE No. 0A314; Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to award the bid for the Morristown Multi-Park Improvements Project to Skilled Services Quality Construction, LLC in the amount of \$484,310. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the Contract Amendment No. 2 with Lose & Associates, Inc. to provide Construction Administration Services for the Local Parks and Recreation Fund (LPRF) Grant Projects - not to exceed \$7,500. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve Purchase Order No. 20000634-02 to Summers-Taylor, Inc. in the amount of \$185,774.96 for paving at Heritage Park. Councilmember A'Hearn seconded the motion and upon roll call Councilmembers Al A'Hearn, Gary Chesney, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith voted "aye". Councilmember Chris Bivens voted no.

Councilmember Senter made a motion to authorize City Administrator, Tony Cox, to enter into an amendment to the contract with Redflex Traffic Systems, Inc. increasing the per citation paid pricing to Redflex to \$36.50 and amend the default fee split to 50/50. Councilmember Pedigo seconded the motion and upon roll call; Councilmembers Al A'Hearn, Gary Chesney, Tommy Pedigo, Kay Senter and Ken Smith voted "aye". Councilmembers Chris Bivens and Bob Garrett voted no.

Councilmember Senter made a motion to nominate Sylvia Hinsley to be reappointed to the Tree Board for a three (3) year term to expire September 18, 2022. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the Promotion of Cory Harrison to Patrol Corporal, Morristown Police Department. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided: Clarence Thompson and Reverend Clifton Jackson spoke.

City Administrator Tony Cox commended the city's Public Works sanitation crews for their efforts during the post Labor Day holiday garbage pick-up.

Mayor Gary Chesney adjourned the August 20, 2019 Morristown City Council meeting at 5:31 p.m.

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Mayor

Attest:

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City Administrator

ORDINANCE NO. \_\_\_\_\_

ENTITLED AN ORDINANCE TO CLOSE AND VACATE CERTAIN  
RIGHTS-OF-WAYS WITHIN THE CITY OF MORRISTOWN

*{Portion of North James Street public right-of-way north of the intersection of  
E. 6<sup>th</sup> North Street, the general location being shown on the attached Exhibit  
A.}*

Section I. WHEREAS, the City Council of the City of Morristown has  
the power to, when expedient, close, vacate and abandon rights-of-way within  
the municipality; and

WHEREAS, the following action is deemed to be in the best interest of  
the municipality;

NOW THEREFORE:

Section II. BE IT ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF MORRISTOWN that the following right-of-way is hereby closed,  
vacated and abandoned:

Beginning at the point of intersection of the western boundary of the  
N. James St. right-of-way, the northern boundary of E. 6<sup>th</sup> N. St. right-  
of-way, and Parcel 002.00 of Hamblen County Tax Map 033E Group F  
and heading in a northerly direction along the western boundary N.  
James St. right-of-way to the intersection of the northern boundary of  
said right-of-way and the boundary of Parcel 010.00 of Hamblen  
County Tax Map 034H Group F; Thence in a easterly direction along  
the northern boundary of N. James St. right-of-way to the point of  
intersection of said right of way with Parcel 010.00 of Hamblen County  
Tax Map 034H Group F and Parcel 002.00 of Hamblen County Tax  
Map 033E Group F; Thence in a southerly direction along the eastern  
boundary of N. James St. right-of-way to the intersection of said right-  
of-way, Parcel 002.00 of Hamblen County Tax Map 033 E Group F, and  
the northern boundary of E. 6<sup>th</sup> N. St. right-of-way; Thence in a  
westerly direction along the northern boundary of E. 6<sup>th</sup> N. St. right-of-  
way to the point of beginning.

Section III. BE IT FURTHER ORDAINED that all ordinances or parts of  
ordinances in conflict herewith be, and the same are, hereby repealed.

Section IV. BE IT FURTHER ORDAINED that this ordinance takes effect from  
and after its passage, the public welfare requiring it.



Passed on first reading the 17<sup>th</sup> day of September 2019.

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Mayor

ATTEST:

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City Administrator

Passed on second and final reading this the 1<sup>st</sup> day of October 2019.

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Mayor

ATTEST:

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City Administrator

# City of Morristown

Incorporated 1855

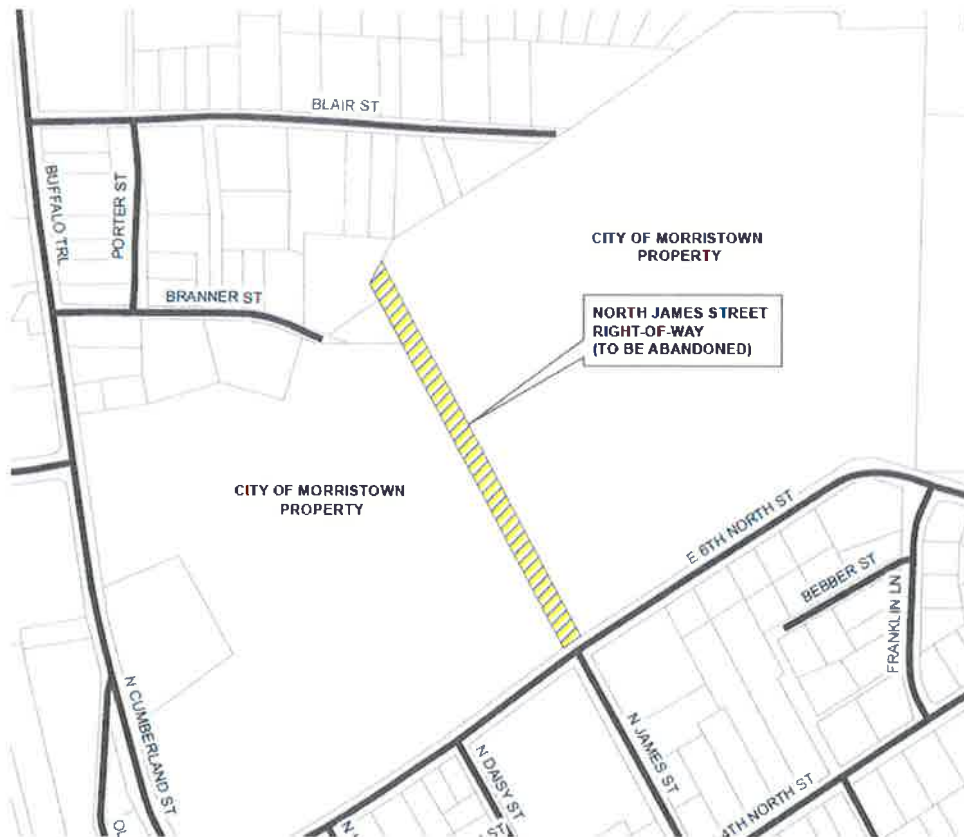
DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council  
FROM: Josh Cole, Planner   
DATE: September 17<sup>th</sup>, 2019  
SUBJECT: Right-of-Way Abandonment for a portion of North James St.

## **BACKGROUND:**

The City of Morristown is requesting the right-of-way abandonment for the portion of N. James St. that is north of the intersection of E. 6<sup>th</sup> North Street. This public right-of-way is located in the soon to be open Heritage Park. In preparation of opening this park, the city is currently in the process of platting all the parcels together and there is no need to maintain this road as a public right-of-way into the future.



## **RECOMMENDATION:**

Staff recommends approval of this right-of-way abandonment request and the Morristown Regional Planning Commission voted in support of this request by 9-0 margin at their September meeting.

[Return to Agenda](#)

**ORDINANCE NO. \_\_\_\_**

**BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING TITLE 14 (ZONING AND LAND USE CONTROL), CHAPTER 2 (GENERAL ZONING PROVISIONS) OF THE MORRISTOWN MUNICIPAL CODE.**

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14 (Zoning and Land Use Control), Chapter 2 General Zoning Provisions be approved as follows:

**Chapter 2, 14-203 Definitions**

17. **ALTERNATIVE ENERGY SYSTEMS** means any systems that utilize energy derived from resources that are regenerative or for all intents and purposes cannot be depleted and is generally thought of as an alternative to conventional energy supplied by combustion of fossil fuels. These include but are not limited to: solar energy, wind energy, biofuels, hydroelectric power, etc.

84. **DETACHED ACCESSORY STRUCTURE** means a structure that is located on the same parcel as the primary structure; not attached to the primary structure; and the use is customarily accessory and incidental to that of the primary structure.

85. **DETACHED GARAGE** is an accessory structure that is not attached to the primary structure and is fully enclosed and the intended use is for motor vehicle storage.

86. **DETACHED PERMANENT CARPORT** is an accessory structure that is not attached to the primary structure and the intended use is for motor vehicle storage. The carport shall be open on at least two sides and be permanently affixed to a foundation.

87. **DETACHED PORTABLE CARPORT** is an accessory structure that is not attached to the primary structure and the intended use is for motor vehicle storage. Such structure shall not be permanently affixed to a foundation. (1) Portable carports must remain open on all 4 sides with no sidewalls. (2) Portable carports must be anchored in such a manner as to prevent uplift by wind. (3) Portable carports may not be permanently anchored to concrete slabs or footings or otherwise anchored in a manner that would impede easy removal and portability.

*Example:*



148. **MOBILE STORAGE UNITS** means any structure that is built for storage and is designed to be easily moved from one location to another.

190. SEMI-TRAILERS is a trailer without a front axle that is designed to be attached to a truck for transport.

193. SHIPPING CONTAINERS is a container with strength suitable to withstand shipment, storage, and handling. Shipping containers usually refer to large reusable steel boxes that are intended to be used for intermodal shipments.

210. SWIMMING POOL means any structure that is intended for swimming, recreational bathing or washing that contains water over 24 inches deep. This includes in-ground, above-ground, and on-ground pools; hot tubs; spas and fixed in-place wading pools.

214. TEMPORARY ACCESSORY STRUCTURE is a building or other structure that is erected on a seasonal or other temporary basis for up to ninety (90) days.

## Chapter 2, 14-212 Detached Accessory Structures

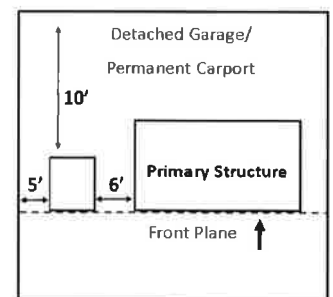
### 1. All Accessory Structures shall:

- a. Be accessory, clearly incidental, and subordinate in area to the principal structure
- b. Be located on the same lot as the principal use or structure;
- c. Be constructed on or after the date when the principal structure is constructed
- d. Be maintained in a safe, sanitary, and secure fashion
- e. Not exceed two (2) stories in height or exceed the height of the principal structure.
- f. Not be located within any platted or recorded easements or over underground utilities.
- g. Structures greater than one-thousand (1000) square feet and/or two (2) stories in height must be constructed of similar materials as the principal dwelling.

### 2. Accessory Structures in Residential Districts

#### a. Detached Garage/Permanent Carport

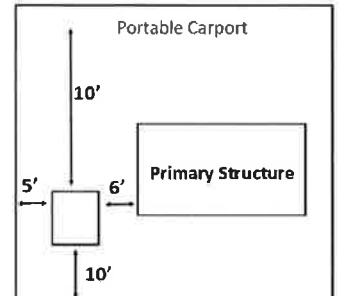
- 1) The garage/permanent carport shall only be permitted in the side and rear yard.
- 2) The garage/permanent carport shall not be located any closer than the front plane of the principal building or sixty (60) feet from the front property line, whichever is less.
- 3) The garage/ permanent carport shall be setback a minimum of five (5) feet from the side property line



- 4) The garage/permanent carport shall be setback a minimum of ten (10) feet from the rear property line.
- 5) The garage/permanent carport shall be located no closer than six (6) feet to the principal building.

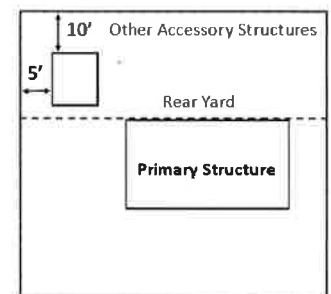
b. Detached Portable Carport:

- 1) The detached portable carport shall be setback a minimum of ten (10) feet from the front and rear property lines.
- 2) The detached portable carport shall setback a minimum of five (5) feet from the side property line.
- 3) The detached portable carport shall be located no closer than six (6) feet from the principal building.



c. Other Detached Accessory Structure (DAS)

- 1) The DAS shall only be permitted in the rear yard behind the principal building.
- 2) The DAS shall be setback a minimum of five (5) feet from side property line.
- 3) The DAS shall be setback a minimum of 10 (10) feet from rear property line.
- 4) The DAS shall be located no closer than six (6) feet to the principal building.



d. Maximum of two (2) accessory structures per lot. In-ground private swimming pools, tennis courts, alternative energy systems, and greenhouses are exempt from this requirement. The total combined square footage of all accessory structures cannot exceed the maximum allowed per the following:

- 1) Lots of 15,000 sq ft. or less: Maximum of 750 sq ft. or 30% of the lot coverage area of the primary structure, whichever is greater
- 2) Lots of more than 15,000 sq. ft. but less than an acre: Maximum of 900 sq ft. or 30% of the lot coverage of the primary structure, whichever is greater.
- 3) Lots of an acre or more: Maximum of 1,100 sq. ft., or 30% of the lot coverage of the primary structure, whichever is greater.

e. Prohibited accessory structures: Mobile storage units, e.g., semi-trailers, converted vans/buses, shipping containers, shall not be used as accessory structured for storage or human occupancy on any residential lot. The use of temporary accessory structures shall not to exceed ninety (90) days.

3. Accessory Structures in Non-residential districts

- a. Prohibited accessory structures: Mobile storage units, e.g., semi-trailers, converted vans/buses, shipping containers, shall not be used as accessory



structured for storage or human occupancy on any non-residential lot. The use of temporary accessory structures shall not to exceed ninety (90) days.

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

Passed on first reading this the 17 day of September 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

Passed on second and final reading this the 1 day of October 2019.

\_\_\_\_\_  
Mayor

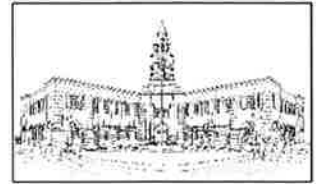
ATTEST:

\_\_\_\_\_  
City Administrator

# City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



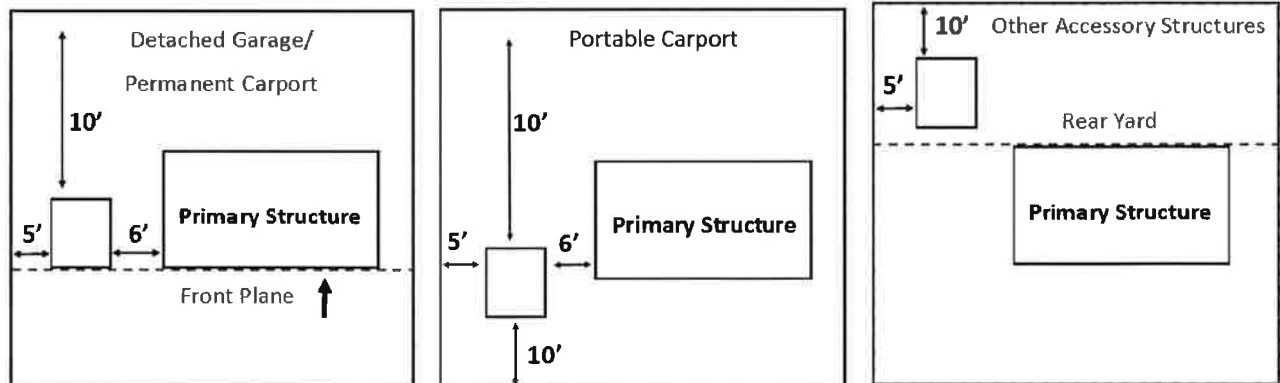
TO: Morristown City Council  
FROM: Josh Cole, Planner  
DATE: September 17<sup>th</sup>, 2019  
SUBJECT: Text Amendment – Detached Accessory Structures

## **BACKGROUND:**

As part of our ongoing effort to update our zoning ordinance, staff has decided to bring forth a text amendment to Section 14-212 that discusses Detached Accessory Structures. Currently, the zoning ordinance allows any accessory structure(s) as long as it meets the required setbacks and does not exceed the maximum lot coverage. Thus, we felt the need to update this section to better regulate the location, the number, the size, and the types of structures permitted.

### Location:

Under the existing ordinance, accessory structures may be permitted anywhere on a residential parcel as long as they meet the setback requirements. Staff is proposing that we differentiate between different types of accessory structures to determine their location on a parcel. The different types include detached garages/permanent carports, portable carports, and all other accessory structures. Detached garages/permanent carports must be behind the front plane of the principal structure or be at least 60' from the front property line. Detached portable carports must be setback at least 10' from the front property line. All other detached accessory structures are only permitted in the rear yard behind the principal structure. Beyond this, all accessory structures must be setback at least 5' from the side yard, 10' from the rear yard, and at least 6' from all other structures.



### Number:

There is currently no limitation on the number of accessory structures a parcel is permitted to have as long as it does not exceed maximum 30% lot coverage. Thus, we are proposing to limit the number of accessory structures to two (2) per parcel. However, it should be noted that in-ground private swimming pools, tennis courts, alternative energy systems, and greenhouses are exempt from this requirement.

### Size:

Currently, the code allows for accessory structures to be as large as or even larger than the principal structure as long as no more than 30% of the lot is covered. Thus, there is a need to place a maximum size provision in this section. We are proposing that the maximum size of the accessory structure(s) on a parcel be based on the lot size or the principal building's footprint:

- a. Lots of 15,000 sq ft. or less: Maximum of 750 sq ft. or 30% of the lot coverage area of the primary structure, whichever is greater
- b. Lots of more than 15,000 sq. ft. but less than an acre: Maximum of 900 sq ft. or 30% of the lot coverage of the primary structure, whichever is greater.
- c. Lots of an acre or more: Maximum of 1,100 sq. ft., or 30% of the lot coverage of the primary structure, whichever is greater.

This gives flexibility to those with larger building footprints while also ensuring that the accessory structure remains subordinate in size to the principal structure.

### Prohibited Structures:

A crucial part of this text amendment is that we are proposing to prohibit the use of mobile storage units such as semi-trailers, converted vans/buses, and shipping containers as permanent accessory structures. Currently, these can be permitted as a legal accessory structures and examples of such can be seen throughout the city. Temporary accessory structures such as the metal pods used for moving can be utilized but only for a temporary basis.

Relating to the material of structure, staff is proposing that all structures that are 1,000 square feet in size or larger and/or two (2) stories in height must be constructed of similar materials as the principal structure.

Finally, several definitions are also being added to the zoning ordinance to help clarify and assist in regulating this section.

### **RECOMMENDATION:**

Staff recommends approval of the proposed accessory structure text amendment and the Morristown Regional Planning Commission voted in support of this request at their May meeting by an 8-0 margin.


# City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING

TO: Morristown City Council  
FROM: Josh Cole, Planner  
DATE: September 17<sup>th</sup>, 2019  
SUBJECT: Text Amendment – Accessory Structures

## 14-203 DEFINITIONS

17. **ALTERNATIVE ENERGY SYSTEMS** means any systems that utilize energy derived from resources that are regenerative or for all intents and purposes cannot be depleted and is generally thought of as an alternative to conventional energy supplied by combustion of fossil fuels. These include but are not limited to: solar energy, wind energy, biofuels, hydroelectric power, etc.
84. **DETACHED ACCESSORY STRUCTURE** means a structure that is located on the same parcel as the primary structure; not attached to the primary structure; and the use is customarily accessory and incidental to that of the primary structure.
85. **DETACHED GARAGE** is an accessory structure that is not attached to the primary structure and is fully enclosed and the intended use is for motor vehicle storage.
86. **DETACHED PERMANENT CARPORT** is an accessory structure that is not attached to the primary structure and the intended use is for motor vehicle storage. The carport shall be open on at least two sides and be permanently affixed to a foundation.
87. **DETACHED PORTABLE CARPORT** is an accessory structure that is not attached to the primary structure and the intended use is for motor vehicle storage. Such structure shall not be permanently affixed to a foundation. (1) Portable carports must remain open on all 4 sides with no sidewalls. (2) Portable carports must be anchored in such a manner as to prevent uplift by wind. (3) Portable carports may not be permanently anchored to concrete slabs or footings or otherwise anchored in a manner that would impede easy removal and portability.
- Example:
- 
148. **MOBILE STORAGE UNITS** means any structure that is built for storage and is designed to be easily moved from one location to another.
190. **SEMI-TRAILERS** is a trailer without a front axle that is designed to be attached to a truck for transport.
193. **SHIPPING CONTAINERS** is a container with strength suitable to withstand shipment, storage, and handling. Shipping containers usually refer to large reusable steel boxes that are intended to be used for intermodal shipments.
210. **SWIMMING POOL** means any structure that is intended for swimming, recreational bathing or washing that contains water over 24 inches deep. This includes in-ground, above-ground, and on-ground pools; hot tubs; spas and fixed in-place wading pools.
214. **TEMPORARY ACCESSORY STRUCTURE** is a building or other structure that is erected on a seasonal or other temporary basis for up to ninety (90) days.

14-212. LOCATION OF DETACHED ACCESSORY BUILDINGS ON RESIDENTIAL LOTS  
(3360-04/07/2009)

~~A detached accessory building in any Residential District or on any lot containing a principal building whose ground floor is used for residential purposes shall conform to the following regulations:~~

- ~~1) — No detached accessory building shall be within sixty (60) feet of the front property line.~~
- ~~2) — No detached accessory building shall be more than two (2) stories in height or exceed the height of the principal structure.~~
- ~~3) — No detached accessory building shall be located nearer than five (5) feet to any side lot line.~~
- ~~4) — No detached accessory building shall be located nearer than ten (10) feet to any rear lot line.~~
- ~~5) — No detached accessory building shall be located nearer than six (6) feet to the principal building.~~
- ~~6) — No detached accessory building shall be located within platted or recorded easements or over underground utilities.~~

**14-212. DETACHED ACCESSORY STRUCTURES**

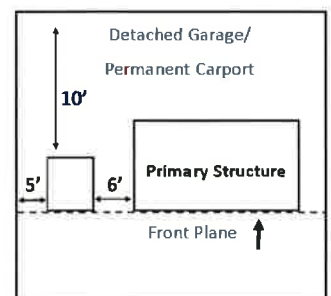
**1. All Accessory Structures shall:**

- a. Be accessory, clearly incidental, and subordinate in area to the principal structure
- b. Be located on the same lot as the principal use or structure;
- c. Be constructed on or after the date when the principal structure is constructed
- d. Be maintained in a safe, sanitary, and secure fashion
- e. Not exceed two (2) stories in height or exceed the height of the principal structure.
- f. Not be located within any platted or recorded easements or over underground utilities.
- g. Structures greater than one-thousand (1000) square feet and/or two (2) stories in height must be constructed of similar materials as the principal dwelling.

**2. Accessory Structures in Residential Districts**

**a. Detached Garage/Permanent Carport**

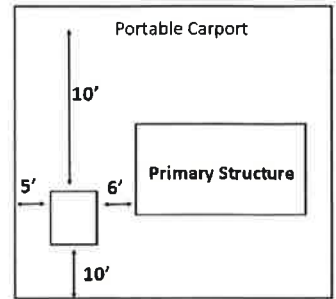
- 1) The garage/permanent carport shall only be permitted in the side and rear yard.
- 2) The garage/permanent carport shall not be located any closer than the front plane of the principal building or sixty (60) feet from the front property line, whichever is less.
- 3) The garage/permanent carport shall be setback a minimum of five (5) feet from the side property line.
- 4) The garage/permanent carport shall be setback a minimum of ten (10) feet from the rear property line.
- 5) The garage/permanent carport shall be located no closer than six (6) feet to the principal building.





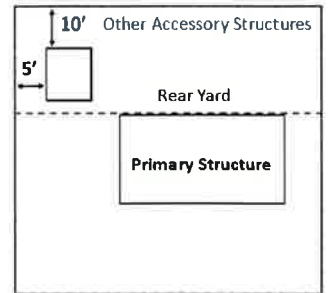
b. Detached Portable Carport:

- 1) The detached portable carport shall be setback a minimum of ten (10) feet from the front and rear property lines.
- 2) The detached portable carport shall be setback a minimum of five (5) feet from the side property line
- 3) The detached portable carport shall not be located any closer than six (6) feet from the principal building.



c. Other Detached Accessory Structure (DAS)

- 1) The DAS shall only be permitted in the rear yard behind the principal building.
- 2) The DAS shall be setback a minimum of five (5) feet from the side property line.
- 3) The DAS shall be setback a minimum of ten (10) feet from the rear property line.
- 4) The DAS shall be located no closer than six (6) feet to the principal building.



d. Maximum of two (2) accessory structures per lot. In-ground private swimming pools, tennis courts, alternative energy systems, and greenhouses are exempt from this requirement. The total combined square footage of all accessory structures cannot exceed the maximum allowed per the following:

- 1) Lots of 15,000 sq. ft. or less: Maximum of 750 sq. ft. or 30% of the lot coverage area of the primary structure, whichever is greater
- 2) Lots of more than 15,000 sq. ft. but less than an acre: Maximum of 900 sq. ft. or 30% of the lot coverage of the primary structure, whichever is greater.
- 3) Lots of an acre or more: Maximum of 1,100 sq. ft., or 30% of the lot coverage of the primary structure, whichever is greater.

e. Prohibited accessory structures: Mobile storage units, e.g., semi-trailers, converted vans/buses, shipping containers, shall not be used as accessory structured for storage or human occupancy on any residential lot. The use of temporary accessory structures shall not to exceed ninety (90) days.

3. Accessory Structures in Non-residential districts

- a. Prohibited accessory structures: Mobile storage units, e.g., semi-trailers, converted vans/buses, shipping containers, shall not be used as accessory structured for storage or human occupancy on any non-residential lot. The use of temporary accessory structures shall not to exceed ninety (90) days.

**ORDINANCE NO. \_\_\_\_\_**

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING TITLE 12 (FIRE AND CONSTRUCTION CODES), TITLE 13 (PROPERTY MAINTENANCE), TITLE 14 (ZONING AND LAND USE CONTROL), TITLE 16 (STREETS AND SIDEWALKS, ETC), AND TITLE 17 (REFUSE AND TRASH DISPOSAL)

---

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 12 (fire and construction codes), Title 13 (property maintenance), Title 14 (zoning and land use control), Title 16 (streets and sidewalks, etc.), and Title 17 (refuse and trash disposal) shall be amended to include the following:

Title 12 Fire and Construction Codes

***Sec. 12-302 Building Codes Adopted***

The "health officer" and "codes enforcement officer" shall be designated by the city administrator to administer and enforce health and sanitation regulations and/or municipal code sections within the city. These officers are designated as special police officers pursuant to *T.C.A.* §7-63-101, et seq., by the City Administrator and/or City Council and specifically has the authority to issue citations in lieu of arrest for violations of this title.

Title 13 Property Maintenance

***Sec. 13-101. Health officer and codes enforcement officer.***

The "health officer" and "codes enforcement officer" shall be such city, county, or state officer(s) as designated by the city administrator shall appoint or designate to administer and enforce health and sanitation regulations and/or municipal code sections within the city. These officers are designated as special police officers pursuant to *T.C.A.* §7-63-101, et seq., by the City Administrator and/or City Council and specifically has the authority to issue citations in lieu of arrest for violations of this title.

Title 14 Zoning and Land Use

***SEC. 14-1901. Enforcing officers***

The provisions of this ordinance shall be administered and enforced by the City Administrator or their designee. This official shall have the right to enter upon premises for the purpose of making inspections of buildings or premises necessary to carry out his duties in the enforcement of this ordinance. The "health officer" and "codes enforcement officer" shall be designated by the city administrator to administer and enforce health and sanitation regulations and/or municipal code sections within the city. These officers are designated as special police officers pursuant to *T.C.A.* §7-63-101, et seq., by the City Administrator and/or City Council and specifically has the authority to issue citations in lieu of arrest for violations of this title.

Title 16 Streets and Sidewalks, etc.

***Sec. 16-112 – Hedges, Trees, Etc., at intersections.***

It shall be unlawful for any property owner or occupant to have or maintain on his property any tree, hedge, billboard, or other obstruction which prevents persons driving vehicles on public streets or alleys from obtaining a clear view of traffic when approaching an intersection. The "health officer" and "codes enforcement officer" shall be designated by the city administrator to administer and enforce health and sanitation regulations and/or municipal code sections within the city. These officers are designated as special police officers pursuant to *T.C.A. §7-63-101, et seq.*, by the City Administrator and/or City Council and specifically has the authority to issue citations in lieu of arrest for violations of this title.

Title 16 Streets and Sidewalks, etc.

***Sec. 16-113. - Trees projecting over streets, etc,***

It shall be unlawful for any property owner or occupant to allow any limbs of trees on his property to project out over any street, alley or sidewalk at a height of less than 14 feet. The "health officer" and "codes enforcement officer" shall be designated by the city administrator to administer and enforce health and sanitation regulations and/or municipal code sections within the city. These officers are designated as special police officers pursuant to *T.C.A. §7-63-101, et seq.*, by the City Administrator and/or City Council and specifically has the authority to issue citations in lieu of arrest for violations of this title.

Title 16 Streets and Sidewalks, etc.

***Sec. 16-116. - Storing wrecked or abandoned vehicles on streets prohibited***

It shall be unlawful for any person, firm, corporation, or association, or any other party owning, or in charge or control of any junked, wrecked, disabled, inoperable, or abandoned vehicles to permit or allow such vehicles to be placed, maintained, parked or stored in or on any public street, city owned property, public parking lot, highway, or right-of-way thereof within the corporate limits of the city.

Any police officer of the city, or special police officer, pursuant to *T.C.A. §7-63-101, et seq.*, that has been designated by the City Administrator and/or City Council is hereby authorized to cause the removal of any vehicle being maintained in violation of this section to a local tow company, and no such vehicle so removed shall be reclaimed until the cost of such removal has been paid.

Title 17 Refuse and Trash Disposal

***Sec. 17-112. - Service of orders by the public works department.***

It shall be the duty of the public works department to issue orders requiring the proper handling of garbage and refuse on private and public premises to owners, occupants, tenants, or lessees of such properties where violations of this chapter are known to exist. Such orders shall provide that such violations be corrected within the time specified. by the inspections department. The "health officer" and "codes enforcement officer" shall be designated by the city administrator to administer and enforce health and sanitation regulations and/or municipal code sections within the city. These officers are designated as special police officers pursuant to *T.C.A. §7-63-101, et seq.*, by the City Administrator and/or City Council and specifically has the authority to issue citations in lieu of arrest for violations of this title.

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

Passed on first reading the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

Passed on second and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

# City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council  
FROM: Steve Neilson, Community Development Director  
DATE: September 17, 2019  
SUBJECT: Text Amendment – Code Enforcement Citations

---

## **BACKGROUND:**

This is a proposed text amendment to allow the Code Enforcement Office to issue citations for violations of Title 12, Fire and Construction Codes, Title 13, Property Maintenance Code, Title 14, Zoning Ordinance, Title 16, Streets and Sidewalks, Title 17, Trash and Refuse, and Title 18, Water and Sewers.

In January 2018, the Code Enforcement Office was moved from the Police Department to Community Development and Planning. With the change to a civilian code enforcement officer, the code office lost the ability to issue citations. Under the current City Codes, only Police Officers can issue citations. Therefore, if there is a code violation the Code Enforcement Office must first go out and investigate the complaint, then bring a Police Officer out to view the violation and write the citation. Often the officer is not familiar with the above-mentioned codes. Amending the code should make this process more efficient requiring less manpower and reduce the time to process the citation.

Staff is proposing to add the following language to Title 12, Fire and Construction Codes, Title 13, Property Maintenance Code, Title 14, Zoning Ordinance, Title 16, Streets and Sidewalks, Title 17, Trash and Refuse, and Title 18, Water and Sewers.

The "health officer" and "codes enforcement officer" shall be designated by the city administrator to administer and enforce health and sanitation regulations and/or municipal code sections within the city. These officers are designated as special police officers pursuant to *T.C.A. §7-63-101, et seq.*, by the City Administrator and/or City Council and specifically has the authority to issue citations in lieu of arrest for violations of this title

## **RECOMMENDATION:**

Staff recommends approval of the proposed text amendments.



ORDINANCE NO. \_\_\_\_\_

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING TITLE 12 (FIRE AND CONSTRUCTION CODES), TITLE 13 (PROPERTY MAINTENANCE), TITLE 14 (ZONING AND LAND USE CONTROL), TITLE 16 (STREETS AND SIDEWALKS, ETC), AND TITLE 17 (REFUSE AND TRASH DISPOSAL)

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BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 12 (fire and construction codes), Title 13 (property maintenance), Title 14 (zoning and land use control), Title 16 (streets and sidewalks, etc.), and Title 17 (refuse and trash disposal) shall be amended to include the following:

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Title 14 Zoning and Land Use

***SEC. 14-1901. Enforcing officers***

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Title 16 Streets and Sidewalks, etc.

***Sec. 16-112 – Hedges, Trees, Etc., at intersections.***

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Any police officer of the city, or special police officer, pursuant to T.C.A. §7-63-101, et seq., that has been designated by the City Administrator and/or City Council is hereby authorized to cause the removal of any vehicle being maintained in violation of this section to a local tow company, and no such vehicle so removed shall be reclaimed until the cost of such removal has been paid.

Title 17 Refuse and Trash Disposal

***Sec. 17-112. - Service of orders by the public works department.***

It shall be the duty of the public works department to issue orders requiring the proper handling of garbage and refuse on private and public premises to owners, occupants, tenants, or lessees of such properties where violations of this chapter are known to exist. Such orders shall provide that such violations be corrected within the time specified. by the inspections department. The "health officer" and "codes enforcement officer" shall be designated by the city administrator to administer and enforce health and sanitation regulations and/or municipal code sections within the city. These officers are designated as special police officers pursuant to T.C.A. §7-63-101, et seq., by the City Administrator and/or City Council and specifically has the authority to issue citations in lieu of arrest for violations of this title.

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Passed on first reading the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

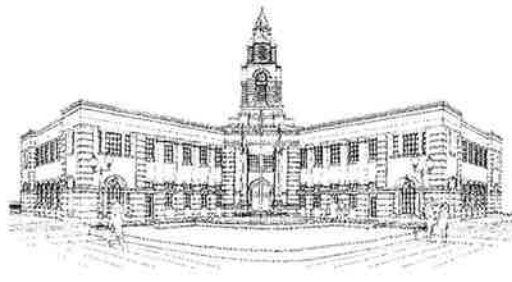
\_\_\_\_\_  
City Administrator

Passed on second and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator



## **Morristown City Council Agenda Item Summary**

**Date:** September 12, 2019

**Agenda Item:** Approval of Bid – Self-Contained Breathing Apparatus

**Prepared by:** Joey Barnard

**Subject:** Self-Contained Breathing Apparatus Bid

**Background/History:** A necessity for the Morristown Fire Department is Self-Contained Breathing Apparatus (SCBA) cylinders. The purpose of the SCBA is to provide clean, breathable air to firefighters while in toxic or low-oxygen environments. The cylinders require periodic testing to insure their life span and integrity. The current cylinders in use are reaching their expiration and it has now become necessary to replace and purchase new cylinders.

**Findings/Current Activity:** The Bid was advertised in the *Citizen Tribune* on August 28, 2019 and on August 30, 2019. Additionally, the bid was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was at 2:00 P.M on Wednesday, September 11, 2019. We received two (2) responses to the bid.

**Financial Impact:** Funds have been appropriated in the 19-20 budget.

**Action options/Recommendations:** It is staff's recommendation to award the best and lowest bid to Municipal Emergency Services.

**Attachments:** Copy of the Bid Tabulation

**City of Morristown**  
**Self-Contained Breathing Apparatus Bid Opening**  
**Wednesday, September 11, 2019; 2:00 PM**

Bidder	Standard Cylinder	Special Duty Cylinder
Municipal Emergency Services	\$ 774.00	\$ 1,059.00
Emergency Vehicle Specialists	\$ 780.00	\$ 1,065.00





## **Morristown City Council Agenda Item Summary**

**Date:** September 11, 2019

**Agenda Item:** Surplus Tires

**Prepared by:** Joey Barnard / Larry Clark

**Subject:** Approval to declare out of date tires and desk as surplus

**Background/History:** During the past several years the City of Morristown has accumulated both new and used tires. During the annual inventory/inspection of all the tires, the Fleet Maintenance Supervisor brought to our attention that several tires are out of date and are no longer safe to use. The tires have been recommended by the Fleet Maintenance Supervisor for surplus.

The Public Works Department has a desk that due to personnel changes and the upcoming move to the new Public Works Facility is no longer needed. Employee, Wayne Estes, who used the desk, has requested the desk be given to him. (Similar to how we treat Police Officers & handguns).

**Financial Impact:** None.

**Action options/Recommendations:** The City of Morristown is seeking approval to declare the out of date tires as surplus and to properly dispose of them. Since the tires are not safe to use, they will not be sold; instead they will be hauled to the landfill.

The City of Morristown is seeking approval to declare the desk as surplus and to let Wayne Estes have the desk.

**Attachments:** Listing of tires to surplus.

City of Morristown, Tennessee  
Finance Department  
Out of Date Tires to Surplus  
September 11, 2019

Brand	Description	Quantity
CARL T SAVER	18X8.50X8	3
CARL T/S	22X9.50X12	2
CARL T/S	20X9.00-10	1
TITAN S.TREC2	13X6.50-6	4
CARL T/S	16X6.50-8	3
CARL SAWTOOTH	4.10-5	3
CARL T/S	11X4.00-5	2
CARL T/S	13X6.5-6	2
SPORT TRAC	20.5X8.50-8	1
TITAN AT489	23X8-12	2
WANLI S-3074	8R19.5	4
GOODYEAR 622	225/70R19.5	2
MICHELIN XZY3	12R22.5	1
GOODYEAR 386	12.00R20	2
DOUBLE CONTINENTAL	10.00R20	1
YELLOW SEA	12R22.5	4
BRIDGESTONE R294	225/70R22.5	2
GOODYEAR G 159	11.00R20	2
YELLOW SEA	11.00R20	1
DICO ST SPORT TRAX	20.5X8.0-10	1
DEESTONE	18X9.50-8	1
U-GRASSMASTER OTR	24X12.00-12	2
U-WINTERMASTER PLUS	P225/75 R15	6
CARLISLE - TURF MASTER	24X12.00-12	2
GOODYEAR EAGLE RSA	P225/60/R16	8
GOODYEAR WRANGLER USED	265/70R/17	3
BRIDGESTONE R296	315/80/225	1
BRIDGESTONE R294	255/70R/225	2
GOODYEAR G149 RSA	12R/225	1
CARLISLE TURF TAMPER AT	22/11-8	1
TRANSMaster	15X6X6	1
GOODYEAR G662 LRG	11R22.5	2
GOODYEAR WRANGLER AT	LT225/75R16	2
UNIROYAL LARADO	P235/70R16	1
GOODYEAR WRANGLER	LT245/78R17	2
CONTINENTAL TR	LT275/70R18	2
LOAD STAR TRAILER	7.00-15LT	1
TRAILER	8.75-16.5	2
GOODYEAR G286	425/65R22.5	1
TOTAL TIRES TO SURPLUS		84

# AIA® Document A101™ – 2017

## ***Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum***

**AGREEMENT** made as of the 11<sup>th</sup> day of September in the year 2019  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

City of Morristown  
100 West First North Street  
Morristown, Tennessee 37814

and the Contractor:  
(Name, legal status, address and other information)

Skilled Services Quality Construction, LLC  
2533 Hoitt Avenue  
Knoxville, Tennessee 37917

for the following Project:  
(Name, location and detailed description)

Morristown Multi-Park Improvements

1. Civic Park – 390 Sulphur Springs Road, Morristown, TN 37813
2. Hillcrest Park – 330 West Hillcrest Drive, Morristown, TN 37813
3. Popkin Field – 1049 Merwin Street, Morristown, TN 37813
4. Wayne Hansard Park – 5100 Dearing Road, Morristown, TN 37813

The Architect:  
(Name, legal status, address and other information)

Lose Design  
2809 Foster Avenue  
Nashville, Tennessee 37210  
Telephone Number: 615-242-0040

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

[ X ] Not later than one-hundred and twenty ( 120 ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Civic Park, Hillcrest Park, Popkin Field and Wayne Hansard Park	120 days from Notice to Proceed

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be four hundred, eighty-four thousand, three hundred and ten dollars (\$484,310.00), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

\$500.00 per day

§ 4.6 Other:  
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty ( 60) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

five percent (5%)



§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon, if any.)

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction in Hamblen County
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

*(Name, address, email address, and other information)*

Craig Price, Parks and Recreation Director  
City of Morristown  
415 West Louise Avenue  
Morristown, Tennessee 37813

§ 8.3 The Contractor's representative:

*(Name, address, email address, and other information)*

Robert L. Smith, Owner  
Skilled Services Quality Construction, LLC  
2533 Hoitt Avenue  
Knoxville, Tennessee 37917

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

## § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

### .5 Drawings

Number	Title	Date
C0.00	COVER SHEET	6/4/2019
C0.01	GENERAL NOTES	6/4/2019
C2.90	EPSC DETAILS	6/4/2019
C2.91	EPSC DETAILS	6/4/2019
C2.92	EPSC DETAILS	6/4/2019
C4.00	SITE DETAILS	6/4/2019
C4.01	SITE DETAILS	6/4/2019
C4.02	SITE DETAILS	6/4/2019
C4.03	TDOT DRAINAGE DETAILS	6/4/2019
L1.10	LANDSCAPE NOTES AND DETAILS	6/4/2019
	CIVIC PARK	
C0.10-A	EXISTING CONDITIONS & DEMOLITION PLAN	6/4/2019
C1.00-A	SITE PLAN	6/4/2019
C2.00-A	GRADING, DRAINAGE, AND EPSC PLAN	6/4/2019
L1.00-A	LANDSCAPE PLAN & NOTES	6/4/2019
	FRANK LORINO PARK	
C0.03-B	OVERALL SHEET INDEX	6/4/2019
C0.10-B	EXISTING CONDITIONS & DEMOLITION PLAN	6/4/2019
C0.11-B	EXISTING CONDITIONS & DEMOLITION PLAN	6/4/2019
C1.00-B	LAYOUT PLAN	6/4/2019

Init.

C1.01-B	LAYOUT PLAN ENLARGEMENT	6/4/2019
C1.02-B	LAYOUT PLAN ENLARGEMENT	6/4/2019
C1.10-B	LAYOUT PLAN	6/4/2019
C1.11-B	LAYOUT PLAN ENLARGEMENT	6/4/2019
C1.12-B	LAYOUT PLAN ENLARGEMENT	6/4/2019
C1.13-B	LAYOUT PLAN ENLARGEMENT	6/4/2019
C2.00-B	GRADING PLAN	6/4/2019
C2.01-B	GRADING PLAN ENLARGEMENT	6/4/2019
C2.02-B	GRADING PLAN ENLARGEMENT	6/4/2019
C2.10-B	GRADING PLAN	6/4/2019
C2.11-B	GRADING PLAN ENLARGEMENT	6/4/2019
C2.12-B	GRADING PLAN ENLARGEMENT	6/4/2019
C2.13-B	GRADING PLAN ENLARGEMENT	6/4/2019
C2.21-B	EPSC PHASE 1	6/4/2019
C2.22-B	EPSC PHASE 1	6/4/2019
C2.31-B	EPSC PHASE 2 & 3	6/4/2019
C2.32-B	EPSC PHASE 2 & 3	6/4/2019
L1.00-B	LANDSCAPE PLAN	6/4/2019
L1.01-B	LANDSCAPE PLAN	6/4/2019
FRED MILLER PARK		
C0.10-C	EXISTING CONDITIONS & DEMOLITION PLAN	6/4/2019
C1.00-C	LAYOUT PLAN	6/4/2019
C2.00-C	GRADING PLAN	6/4/2019
C2.20-C	EPSC PLAN	6/4/2019
L1.00-C	LANDSCAPE PLAN	6/4/2019
HILLCREST PARK		
C0.10-D	EXISTING CONDITIONS AND DEMOLITION PLAN	6/4/2019
C1.00-D	SITE PLAN	6/4/2019
C2.00-D	GRADING PLAN	6/4/2019
C2.10-D	EPSC PLAN	6/4/2019
L1.00-D	LANDSCAPE PLAN	6/4/2019
POPKIN FIELD		
C0.10-E	EXISTING CONDITIONS AND DEMOLITION PLAN	6/4/2019
C1.00-E	SITE PLAN	6/4/2019
C2.00-E	GRADING PLAN	6/4/2019
C2.10-E	EPSC PLAN	6/4/2019
L1.00-E	LANDSCAPE PLAN	6/4/2019
WAYNE HANSARD PARK		
C0.03-F	OVERALL SHEET INDEX	6/4/2019
C0.10-F	EXISTING CONDITIONS & DEMOLITION PLAN	6/4/2019
C0.11-F	EXISTING CONDITIONS & DEMOLITION PLAN	6/4/2019
C1.01-F	LAYOUT PLAN	6/4/2019
C1.02-F	LAYOUT PLAN	6/4/2019
C2.01-F	GRADING PLAN	6/4/2019
C2.02-F	GRADING PLAN	6/4/2019
C2.11-F	EROSION PREVENTION & SEDIMENT CONTROL PLAN -PHASE 1	6/4/2019
C2.12-F	EROSION PREVENTION & SEDIMENT CONTROL PLAN - PHASE 1	6/4/2019
C2.21-F	EROSION PREVENTION & SEDIMENT CONTROL PLAN - PHASE 2&3	6/4/2019
C2.22-F	EROSION PREVENTION & SEDIMENT CONTROL PLAN - PHASE 2&3	6/4/2019
L1.01-F	LANDSCAPE PLAN	6/4/2019
L1.02-F	LANDSCAPE PLAN	6/4/2019

## .6 Specifications

Init.

Section	Title	Date	Pages
011000	SUMMARY	6/4/2019	2
012400	WEATHER DELAY	6/4/2019	2
012500	SUBSTITUTION PROCEDURES	6/4/2019	4
012600	CONTRACT MODIFICATIONPROCEDURES	6/4/2019	2
012900	PAYMENT PROCEDURES	6/4/2019	6
013100	PROJECT MANAGEMENT AND COORDINATION	6/4/2019	6
013300	SUBMITTAL PROCEDURES	6/4/2019	10
014000	QUALITY REQUIREMENTS	6/4/2019	8
014200	REFERENCES	6/4/2019	12
016000	PRODUCT REQUIREMENTS	6/4/2019	8
017300	EXECUTION	6/4/2019	8
017700	CLOSEOUT PROCEDURES	6/4/2019	4
017839	PROJECT RECORD DOCUMENTS	6/4/2019	6
024116	DEMOLITION	6/4/2019	6
033000	CAST-IN-PLACE CONCRETE (SITE)	6/4/2019	16
311000	SITE CLEARING	6/4/2019	4
312000	EARTH MOVING	6/4/2019	14
312319	DEWATERING	6/4/2019	4
315000	EXCAVATION SUPPORT AND PROTECTION	6/4/2019	4
321216	ASPHALT PAVING	6/4/2019	8
321313	CONCRETE PAVING	6/4/2019	12
321373	CONCRETE PAVING JOINT SEALANTS	6/4/2019	6
321723	PAVEMENT MARKINGS	6/4/2019	2
329200	TURF AND GRASSES	6/4/2019	10
334100	STORM UTILITY DRAINAGE PIPING	6/4/2019	8

.7 Addenda, if any:

Number	Date	Pages
ADDENDUM #1	JUNE 20, 2019	7

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

☐ The Sustainability Plan:

Title	Date	Pages
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☒ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Project Manual	Supplementary Conditions of Contract	6/4/2019	14
Project Manual	Bid Bond, AIA Document A310, 2010 Edition	6/4/2019	4
Project Manual	Performance and Payment Bond	6/4/2019	2
Project Manual	Project Manual	6/4/2019	271

**.9** Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*



# Additions and Deletions Report for AIA® Document A101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:53:53 ET on 09/11/2019.

## PAGE 1

AGREEMENT made as of the 11<sup>th</sup> day of September in the year 2019

...

City of Morristown  
100 West First North Street  
Morristown, Tennessee 37814

...

Skilled Services Quality Construction, LLC  
2533 Hoitt Avenue  
Knoxville, Tennessee 37917

...

### Morristown Multi-Park Improvements

1. Civic Park – 390 Sulpher Springs Road, Morristown, TN 37813
2. Hillcrest Park – 330 West Hillcrest Drive, Morristown, TN 37813
3. Popkin Field – 1049 Merwin Street, Morristown, TN 37813
4. Wayne Hansard Park – 5100 Dearing Road, Morristown, TN 37813

...

Lose Design  
2809 Foster Avenue  
Nashville, Tennessee 37210  
Telephone Number: 615-242-0040

## PAGE 2

☒ [ X ] A date set forth in a notice to proceed issued by the Owner.

## PAGE 3

☒ [ X ] Not later than one-hundred and twenty ( 120 ) calendar days from the date of commencement of the Work.

...

Civic Park, Hillcrest Park, Popkin Field      120 days from Notice to Proceed  
and Wayne Hansard Park

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~(\$—), four hundred, eighty-four thousand, three hundred and ten dollars~~ (\$484,310.00), subject to additions and deductions as provided in the Contract Documents.

...

N/A

...

N/A

...

N/A

...

N/A

...

\$500.00 per day

...

N/A

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~(—) sixty (60)~~ days after the Architect receives the Application for Payment.

...

five percent (5%)

PAGE 6

☒ Litigation in a court of competent jurisdiction in Hamblen County

...

Craig Price, Parks and Recreation Director  
City of Morristown  
415 West Louise Avenue  
Morristown, Tennessee 37813

...

Robert L. Smith, Owner  
Skilled Services Quality Construction, LLC  
2533 Hoitt Avenue  
Knoxville, Tennessee 37917

PAGE 7

<u>C0.00</u>	<u>COVER SHEET</u>	<u>6/4/2019</u>
<u>C0.01</u>	<u>GENERAL NOTES</u>	<u>6/4/2019</u>
<u>C2.90</u>	<u>EPSC DETAILS</u>	<u>6/4/2019</u>
<u>C2.91</u>	<u>EPSC DETAILS</u>	<u>6/4/2019</u>
<u>C2.92</u>	<u>EPSC DETAILS</u>	<u>6/4/2019</u>
<u>C4.00</u>	<u>SITE DETAILS</u>	<u>6/4/2019</u>
<u>C4.01</u>	<u>SITE DETAILS</u>	<u>6/4/2019</u>
<u>C4.02</u>	<u>SITE DETAILS</u>	<u>6/4/2019</u>
<u>C4.03</u>	<u>TDOT DRAINAGE DETAILS</u>	<u>6/4/2019</u>
<u>L1.10</u>	<u>LANDSCAPE NOTES AND DETAILS</u>	<u>6/4/2019</u>
	<u>CIVIC PARK</u>	
<u>C0.10-A</u>	<u>EXISTING CONDITIONS &amp; DEMOLITION PLAN</u>	<u>6/4/2019</u>
<u>C1.00-A</u>	<u>SITE PLAN</u>	<u>6/4/2019</u>
<u>C2.00-A</u>	<u>GRADING, DRAINAGE, AND EPSC PLAN</u>	<u>6/4/2019</u>
<u>L1.00-A</u>	<u>LANDSCAPE PLAN &amp; NOTES</u>	<u>6/4/2019</u>
	<u>FRANK LORINO PARK</u>	
<u>C0.03-B</u>	<u>OVERALL SHEET INDEX</u>	<u>6/4/2019</u>
<u>C0.10-B</u>	<u>EXISTING CONDITIONS &amp; DEMOLITION PLAN</u>	<u>6/4/2019</u>
<u>C0.11-B</u>	<u>EXISTING CONDITIONS &amp; DEMOLITION PLAN</u>	<u>6/4/2019</u>
<u>C1.00-B</u>	<u>LAYOUT PLAN</u>	<u>6/4/2019</u>
<u>C1.01-B</u>	<u>LAYOUT PLAN ENLARGEMENT</u>	<u>6/4/2019</u>
<u>C1.02-B</u>	<u>LAYOUT PLAN ENLARGEMENT</u>	<u>6/4/2019</u>
<u>C1.10-B</u>	<u>LAYOUT PLAN</u>	<u>6/4/2019</u>
<u>C1.11-B</u>	<u>LAYOUT PLAN ENLARGEMENT</u>	<u>6/4/2019</u>
<u>C1.12-B</u>	<u>LAYOUT PLAN ENLARGEMENT</u>	<u>6/4/2019</u>
<u>C1.13-B</u>	<u>LAYOUT PLAN ENLARGEMENT</u>	<u>6/4/2019</u>
<u>C2.00-B</u>	<u>GRADING PLAN</u>	<u>6/4/2019</u>
<u>C2.01-B</u>	<u>GRADING PLAN ENLARGEMENT</u>	<u>6/4/2019</u>
<u>C2.02-B</u>	<u>GRADING PLAN ENLARGEMENT</u>	<u>6/4/2019</u>
<u>C2.10-B</u>	<u>GRADING PLAN</u>	<u>6/4/2019</u>
<u>C2.11-B</u>	<u>GRADING PLAN ENLARGEMENT</u>	<u>6/4/2019</u>
<u>C2.12-B</u>	<u>GRADING PLAN ENLARGEMENT</u>	<u>6/4/2019</u>
<u>C2.13-B</u>	<u>GRADING PLAN ENLARGEMENT</u>	<u>6/4/2019</u>
<u>C2.21-B</u>	<u>EPSC PHASE 1</u>	<u>6/4/2019</u>
<u>C2.22-B</u>	<u>EPSC PHASE 1</u>	<u>6/4/2019</u>
<u>C2.31-B</u>	<u>EPSC PHASE 2 &amp; 3</u>	<u>6/4/2019</u>
<u>C2.32-B</u>	<u>EPSC PHASE 2 &amp; 3</u>	<u>6/4/2019</u>
<u>L1.00-B</u>	<u>LANDSCAPE PLAN</u>	<u>6/4/2019</u>
<u>L1.01-B</u>	<u>LANDSCAPE PLAN</u>	<u>6/4/2019</u>
	<u>FRED MILLER PARK</u>	
<u>C0.10-C</u>	<u>EXISTING CONDITIONS &amp; DEMOLITION PLAN</u>	<u>6/4/2019</u>
<u>C1.00-C</u>	<u>LAYOUT PLAN</u>	<u>6/4/2019</u>
<u>C2.00-C</u>	<u>GRADING PLAN</u>	<u>6/4/2019</u>
<u>C2.20-C</u>	<u>EPSC PLAN</u>	<u>6/4/2019</u>
<u>L1.00-C</u>	<u>LANDSCAPE PLAN</u>	<u>6/4/2019</u>
	<u>HILLCREST PARK</u>	
<u>C0.10-D</u>	<u>EXISTING CONDITIONS AND DEMOLITION PLAN</u>	<u>6/4/2019</u>
<u>C1.00-D</u>	<u>SITE PLAN</u>	<u>6/4/2019</u>
<u>C2.00-D</u>	<u>GRADING PLAN</u>	<u>6/4/2019</u>
<u>C2.10-D</u>	<u>EPSC PLAN</u>	<u>6/4/2019</u>
<u>L1.00-D</u>	<u>LANDSCAPE PLAN</u>	<u>6/4/2019</u>

	<u>POPKIN FIELD</u>	
<u>C0.10-E</u>	<u>EXISTING CONDITIONS AND DEMOLITION PLAN</u>	<u>6/4/2019</u>
<u>C1.00-E</u>	<u>SITE PLAN</u>	<u>6/4/2019</u>
<u>C2.00-E</u>	<u>GRADING PLAN</u>	<u>6/4/2019</u>
<u>C2.10-E</u>	<u>EPSC PLAN</u>	<u>6/4/2019</u>
<u>L1.00-E</u>	<u>LANDSCAPE PLAN</u>	<u>6/4/2019</u>

	<u>WAYNE HANSARD PARK</u>	
<u>C0.03-F</u>	<u>OVERALL SHEET INDEX</u>	<u>6/4/2019</u>
<u>C0.10-F</u>	<u>EXISTING CONDITIONS &amp; DEMOLITION PLAN</u>	<u>6/4/2019</u>
<u>C0.11-F</u>	<u>EXISTING CONDITIONS &amp; DEMOLITION PLAN</u>	<u>6/4/2019</u>
<u>C1.01-F</u>	<u>LAYOUT PLAN</u>	<u>6/4/2019</u>
<u>C1.02-F</u>	<u>LAYOUT PLAN</u>	<u>6/4/2019</u>
<u>C2.01-F</u>	<u>GRADING PLAN</u>	<u>6/4/2019</u>
<u>C2.02-F</u>	<u>GRADING PLAN</u>	<u>6/4/2019</u>
<u>C2.11-F</u>	<u>EROSION PREVENTION &amp; SEDIMENT CONTROL PLAN -PHASE 1</u>	<u>6/4/2019</u>
<u>C2.12-F</u>	<u>EROSION PREVENTION &amp; SEDIMENT CONTROL PLAN – PHASE 1</u>	<u>6/4/2019</u>
<u>C2.21-F</u>	<u>EROSION PREVENTION &amp; SEDIMENT CONTROL PLAN – PHASE 2&amp;3</u>	<u>6/4/2019</u>
<u>C2.22-F</u>	<u>EROSION PREVENTION &amp; SEDIMENT CONTROL PLAN – PHASE 2&amp;3</u>	<u>6/4/2019</u>
<u>L1.01-F</u>	<u>LANDSCAPE PLAN</u>	<u>6/4/2019</u>
<u>L1.02-F</u>	<u>LANDSCAPE PLAN</u>	<u>6/4/2019</u>

PAGE 9

<u>011000</u>	<u>SUMMARY</u>	<u>6/4/2019</u>	<u>2</u>
<u>012400</u>	<u>WEATHER DELAY</u>	<u>6/4/2019</u>	<u>2</u>
<u>012500</u>	<u>SUBSTITUTION PROCEDURES</u>	<u>6/4/2019</u>	<u>4</u>
<u>012600</u>	<u>CONTRACT MODIFICATIONPROCEDURES</u>	<u>6/4/2019</u>	<u>2</u>
<u>012900</u>	<u>PAYMENT PROCEDURES</u>	<u>6/4/2019</u>	<u>6</u>
<u>013100</u>	<u>PROJECT MANAGEMENT AND COORDINATION</u>	<u>6/4/2019</u>	<u>6</u>
<u>013300</u>	<u>SUBMITTAL PROCEDURES</u>	<u>6/4/2019</u>	<u>10</u>
<u>014000</u>	<u>QUALITY REQUIREMENTS</u>	<u>6/4/2019</u>	<u>8</u>
<u>014200</u>	<u>REFERENCES</u>	<u>6/4/2019</u>	<u>12</u>
<u>016000</u>	<u>PRODUCT REQUIREMENTS</u>	<u>6/4/2019</u>	<u>8</u>
<u>017300</u>	<u>EXECUTION</u>	<u>6/4/2019</u>	<u>8</u>
<u>017700</u>	<u>CLOSEOUT PROCEDURES</u>	<u>6/4/2019</u>	<u>4</u>
<u>017839</u>	<u>PROJECT RECORD DOCUMENTS</u>	<u>6/4/2019</u>	<u>6</u>
<u>024116</u>	<u>DEMOLITION</u>	<u>6/4/2019</u>	<u>6</u>
<u>033000</u>	<u>CAST-IN-PLACE CONCRETE (SITE)</u>	<u>6/4/2019</u>	<u>16</u>
<u>311000</u>	<u>SITE CLEARING</u>	<u>6/4/2019</u>	<u>4</u>
<u>312000</u>	<u>EARTH MOVING</u>	<u>6/4/2019</u>	<u>14</u>
<u>312319</u>	<u>DEWATERING</u>	<u>6/4/2019</u>	<u>4</u>
<u>315000</u>	<u>EXCAVATION SUPPORT AND PROTECTION</u>	<u>6/4/2019</u>	<u>4</u>
<u>321216</u>	<u>ASPHALT PAVING</u>	<u>6/4/2019</u>	<u>8</u>
<u>321313</u>	<u>CONCRETE PAVING</u>	<u>6/4/2019</u>	<u>12</u>
<u>321373</u>	<u>CONCRETE PAVING JOINT SEALANTS</u>	<u>6/4/2019</u>	<u>6</u>
<u>321723</u>	<u>PAVEMENT MARKINGS</u>	<u>6/4/2019</u>	<u>2</u>
<u>329200</u>	<u>TURF AND GRASSES</u>	<u>6/4/2019</u>	<u>10</u>
<u>334100</u>	<u>STORM UTILITY DRAINAGE PIPING</u>	<u>6/4/2019</u>	<u>8</u>

...

ADDENDUM #1

JUNE 20, 2019

7

...

[ X ] Supplementary and other Conditions of the Contract:

...

<u>Project Manual</u>	<u>Supplementary Conditions of Contract</u>	<u>6/4/2019</u>	<u>14</u>
<u>Project Manual</u>	<u>Bid Bond, AIA Document A310, 2010 Edition</u>	<u>6/4/2019</u>	<u>4</u>
<u>Project Manual</u>	<u>Performance and Payment Bond</u>	<u>6/4/2019</u>	<u>2</u>
<u>Project Manual</u>	<u>Project Manual</u>	<u>6/4/2019</u>	<u>271</u>

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:53:53 ET on 09/11/2019 under Order No. 0727966213 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

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*(Dated)*





## PRODUCTION SERVICES AGREEMENT

2312 Peachford Road Suite A  
Dunwoody GA 30338  
770 306 9155 / 770 306 9157 Fax  
stephen@rcsproductions.com  
www.rcsproductions.com

**TODAYS DATE:** September 11, 2019

CLIENT	VENUE	DETAILS
City of Morristown 100 West First North Street Morristown, TN 37814	Heritage Park	Event Date (s): Sat November 16, 2019 Load In Date: 11.16 Load In Time: 7:30am Load Out Date: 11.16 POC: Leigh Semkoswski

### Heritage Park Grand Opening 2019

By Mutual agreement RCS Productions herein referred to as Producer will supply the following equipment & crew for the above mentioned engagement.

#### Mainstage:

##### Staging

Apex 3224 or similar mobile stage unit 32x24 stage deck  
12x16 tech wing  
1 drum riser  
Stairs, Skirt, Handrail  
Stage tech

##### Sound & Lights

Professional PA flown from stage roof (D&B)  
On stage Festival stage audio package; mics, stands, DI's, cabling, monitors  
2 digital audio desks (min. 32 channels)  
Festival lighting package - US traditional & moving light instruments  
Lighting desk

3 audio techs  
1 lighting tech

1 production coordinator

6 stage hands for load in, setup, strike & load out of all RCS gear.	14,580.00
Power: 65KW generator/Delivery/Pickup/Fuel	635.00
Backline Gear for Chris Blue/6 IEM Units/Tech/Delivery	2000.00

<b>TOTAL FEE:</b>		<b>\$17,215.00</b>	<b>TO BE PAID IN THE FOLLOWING MANNER</b>
<b>DEPOSIT:</b>	<b>\$8607.50</b>	<b>DUE BY:</b>	<b>October 30, 2019</b>
<b>PAYABLE TO:</b> RCS PRODUCTIONS			
<b>BALANCE</b>	<b>\$8607.50</b>	<b>DUE BY:</b>	<b>November 16, 2019</b>
<b>PAYABLE TO:</b> RCS Productions			
<b><u>PRODUCTION TO BE PAID IN FULL RAIN OR SHINE</u></b>			

**ADDITIONAL REQUIREMENTS:** All Permitting & Electrical Services are responsibility of city/client unless noted in proposal  
 Technical crew to be included in any lunch & dinner catering calls & cooler of bottled water & gatorade at the stage.  
 Depending on final stage placement a portable generator light plant maybe required for adequate lighting to load out system.

**THE BELOW PERSON IS EIGHTEEN YEARS OF AGE OR OVER, AUTHORIZED TO ENTER INTO THIS AGREEMENT AND PERSONALLY GUARANTEES THE EXECUTION AND PAYMENT OF THE CONTENTS OF THIS CONTRACT.**

**PURCHASER:** City Of Morristown, TN  
**NAME:** Joey Barnard, CGFM, CFE, MBA  
 Assistant City Administrator  
 City of Morristown  
 100 West First North Street  
 Morristown, TN 37814

x \_\_\_\_\_ DATE \_\_\_\_\_

**THANK YOU FOR ALLOWING RCS PRODUCTIONS TO FULLFILL YOUR PRODUCTION NEEDS.**

#### ADDITIONAL TERMS AND CONDITIONS

1. PURCHASER agrees to furnish at its sole cost and expense a suitable place for Performance as indicated below
  - ☐ Indoors, with properly lighted, climate controlled area along with appropriate staging and electrical power as per PERFORMER'S technical requirements.
  - ☐ Outdoors, with grounded performance area/stage with appropriate cover from the elements and electric power as per the PERFORMER'S technical requirements.
  - ☐ Check here if RCS PRODUCTIONS. is providing staging under a separate contract and PURCHASER's obligation to provide a place for the Performance does not include providing the stage itself.
- 2.. PURCHASER agrees to provide all spaces, ballrooms, show sites and other areas deemed necessary by PRODUCER or PERFORMER for the Performance in order that equipment setup, rehearsals, and sound checks can be accomplished without disturbing business meetings or any other events that may be occurring near the location of the Event. Any venue power charges will be paid in full by PURCHASER.
3. PURCHASER agrees to pay PRODUCER the Fee set forth above. PURCHASER further agrees to pay any and all federal, state, and local taxes and fees in any way related to the Performance, Event, or this Agreement, and to obtain all necessary licenses required in relation to the Event or Performance. PURCHASER agrees to provide general liability, all hazards insurance coverage related to the Event and Performance with minimum limits of \$1,000,000.00 dollars, auto liability insurance related to the Event and Performance with minimum limits of \$1,000,000.00 dollars, and workers compensation insurance in amounts not less than required by law. PURCHASER agrees to provide proof of such insurance in a form satisfactory to PRODUCER not less than 15 days prior to the Performance and if PURCHASER fails to do so, PRODUCER may terminate this Agreement or purchase such insurance coverage and in such event, PURCHASER shall be responsible for any and all advertising and promotion of the Event and Performance, and shall not advertise or use PERFORMER's name, logo(s) or other intellectual property without having first obtained the written consent of PERFORMER. PURCHASER shall not disclose that PERFORMER will be performing as set forth herein, or the time, date, or place of PERFORMER'S Performance until consented to, in writing, by PRODUCER.
4. PURCHASER agrees to procure and pay for all necessary licenses and consents for the performance of the musical compositions played by PERFORMER, including but not limited to any and all clearances and licenses from ASCAP and BMI. ~~PURCHASER further agrees to indemnify and hold PRODUCER harmless from and against any and all claims, damages, costs, expenses and attorney's fees of any nature arising out of or related to PURCHASER'S failure to procure any such licenses or consents. PURCHASER shall provide security as may be required by PRODUCER or PERFORMER during the Performance and during the setup and tear down associated with the Performance.~~
5. It is expressly agreed the RCS PRODUCTIONS., herein acts herein as PRODUCER and is not responsible for any acts or omissions on the part of any of PURCHASER, PERFORMER, or any of either of their employees, contractors, or agents.
6. PURCHASER agrees to be responsible for and hold PRODUCER harmless with respect to any injury, cost or damage to PERFORMER, PERFORMER's property, or any person or property of any employee, agent or contractor of PERFORMER if caused in whole or in part by any of PURCHASER, PURCHASER'S guests, employees or contractors.
7. This Agreement may not be terminated by PURCHASER, and if PURCHASER does attempt to or in fact terminates this Agreement, PURCHASER will forfeit the deposit and shall immediately pay PRODUCER the balance of all amounts owed under this Agreement. In the event PURCHASER fails to pay any amounts owed when due under this Agreement, PURCHASER shall owe interest on such amounts at 18% per annum or the maximum amount by law, whichever is lesser, along with all PRODUCER's attorney fees, costs and expenses which PRODUCER may incur. In addition, PRODUCER may cancel the Performance and shall have no further obligations of any nature under this Agreement in the event PURCHASER fails to pay PRODUCER in full all amounts owed at the times set forth in this Agreement and under the terms of this Agreement. In the event PURCHASER in any way breaches this Agreement or defaults in any obligation, PRODUCER may at any time and without any notice to PURCHASER elect to cure such breach or default and PURCHASER agrees to reimburse PRODUCER for the cost of any such cure plus an administrative fee of 15% of the cost of such cure immediately upon receipt of an invoice thereof from PRODUCER.
8. In the event of inclement weather, or any force majeure on or before the performance date where PURCHASER determines NOT to present Performance or PERFORMER deems it unsafe to PERFORMER or PERFORMER's employees, contractors, agents or equipment, PRODUCER shall nevertheless be paid the full Fee set forth herein, provided PRODUCER is present and ready to perform at the designated time as specified in the contract, unless an alternate "rain date" has been negotiated and provided.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_