

**Pre-Meeting WORK SESSION**

**March 1, 2022**

**4:00 p.m.**

**AGENDA**

**CITY OF MORRISTOWN, TENNESSEE**

**CITY COUNCIL MEETING**

**March 1, 2022**

**5:00 p.m.**

**1. CALL TO ORDER**

Mayor Gary Chesney

**2. INVOCATION**

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

**5. APPROVAL OF MINUTES**

1. February 15, 2022

**6. PROCLAMATIONS/PRESENTATIONS**

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

**8. OLD BUSINESS**

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

**1. Ordinance No. 4700**

Entitled an Ordinance to annex certain territory and to incorporate same within the corporate boundaries of the City of Morristown, Tennessee currently addressed as 363 Snyder Road having the Hamblen County Tax Parcel ID #: 032034D D 00300 the zoning designation of Medium Density Residential District, R2, the general location being shown of the attached Exhibit A.

**2. Resolution No. 2022-3**

A Resolution adopting a Plan of Services for the Annexation of Property identified as Hamblen County Parcel ID #032034D D 00300 currently addressed as 363 Snyder Road, the general location being shown on the attached Exhibit A.

## **9. NEW BUSINESS**

### **9-a. Resolutions**

1. Resolution No. 2022-4

A Resolution of the Council of the City of Morristown, Tennessee hereby accepting the Proposal of the Tennessee Department of Transportation (TDOT) to construct a project designated as Federal Project No., State Project No., 32002-1233-04, 32002-3233-04, 32002-2233-04, described as the Intersection at Progress Parkway/Thoroughbred Run Road in Morristown supporting East Tennessee Progress Center Route: SR-32.

2. Resolution No. 2022-5

A Resolution of the Council of the City of Morristown, Tennessee to adopt the SR343 ITS Traffic Signal Coordination Complete Streets Corridor Study.

3. Resolution 2022-6

Resolution of Support for the City of Morristown, Tennessee Applying for the Rebuilding American Infrastructure with Sustainability and Equity (Raise) Grant.

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

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

Being an Ordinance of the City Council of Morristown, Tennessee amending Title 5 (Municipal Finance and Taxation) Chapter 2, Section 5-207 and 5-208 (Delinquent Taxes) of the Morristown Municipal Code.  
**{Public Hearing March 15, 2022}**

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

1. Approval to enter into contract with the Morristown East High Band Boosters for the provision of concession services for one year at two parks & recreation facilities and authorize the City Administrator to execute the same.
2. Approval of Work Authorization for Michael Baker International, Inc to provide professional services related to the creation of an Airport Layout Plan pursuant to FAA requirements. 100% grant funded through FAA in the amount of \$299,714.
3. Approval of Work Authorization for Design Innovation to provide professional services in preparation for renovation of kitchens at Fire Stations No. 1 and No. 2 in the amount of \$3,800.
4. Approval of the Interlocal Agreement between the City of Morristown and Hamblen County for the Justice Assistance Grant (JAG) Program Award.

5. Approval of Contract with Morristown Utilities for Temporary Office space for use by Sports Facilities Management staff until completion of Morristown Landing.
6. Approval of Inspection and Maintenance Agreement (I&M) with H & S Real Estate, LLC for the property described as Volunteer Medical Plaza.
7. Approval of Inspection and Maintenance Agreement (I&M) with Tri-Cities Restaurant Group, LLC for property located at 4388 Edna Green Circle (Wendy's).
8. Approval of Amendment 3 with Lose and Associates to provide professional design services for Task 4 - Roadway Extension and Improvements in an amount of \$169,000 and Task 5 - Monument Sign in an amount of \$18,000 for Morristown Landing.

**9-d. Board/Commission Appointments**

**9-e. New Issues**

1. Approval of Fire Department promotion to Lieutenant.
2. Approval of Fire Department promotion to Engineer/Driver.

**10. CITY ADMINISTRATOR'S REPORT**

**11. COMMUNICATIONS/PETITIONS**

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

**12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES**

**13. ADJOURN**

**WORK SESSION  
Post-Meeting Work Session  
March 1, 2022**

1. ARP and CDBG CARES Fund Allocation

### City Council Meeting/Holiday Schedule.

March 1, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
March 1, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 15, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
March 15, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 5, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
April 5, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 5, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 15, 2022	Friday		City Center Closed – Observance of Good Friday
April 19, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 19, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 19, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 19, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 3, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
May 3, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 17, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
May 17, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 30, 2022	Monday		City Center Closed – Observance of Memorial Day
June 7, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
June 7, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
June 7, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
June 21, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
June 21, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 4, 2022	Monday		City Center Closed – Observance of Independence Day
July 5, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 5, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 19, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 19, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 2, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
August 2, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 2, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 16, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 16, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 5, 2022	Monday		City Center Closed – Observance of Labor Day
September 6, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 6, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 20, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 20, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 4, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
October 4, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 4, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 18, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 18, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 1, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 1, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 15, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 15, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 24-25,	Thurs/Fri		City Center Closed – Observance of Thanksgiving Holiday
December 6, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
December 6, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 6, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 20, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 20, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 26, 2022	Monday		City Center Closed – Observance of Christmas Day

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
February 15, 2022**

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. 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

Councilmember A'Hearn led in the invocation and "Pledge of Allegiance".

Councilmember A'Hearn made a motion to approve the February 1, 2022, minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for citizens comments related to Agenda items; No one spoke.

Councilmember Smith made a motion to approve Ordinance No. 4700 on first reading and schedule a Public Hearing relative to final passage of said Ordinance for March 1, 2022. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 4700**

**Entitled an Ordinance to annex certain territory and to incorporate same within the corporate boundaries of the City of Morristown, Tennessee currently addressed as 363 Snyder Road having the Hamblen County Tax Parcel ID #: 032034D D 00300 the zoning designation of Medium Density Residential District, R2, the general location being shown of the attached Exhibit A.**

Councilmember A'Hearn made a motion to approve Change Order No. 1 with Junior Hommel Excavating for a change in contract time and to close out the Wayne Hansard Park Drainage Improvements project. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve Change Order No. 1 with Leon Williams Contractor for the City Hall Interior Renovations in the amount of \$22,685. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve Change Order No. 3 – Final for Summers-Taylor increasing the contract in the amount of \$26,040.00 and Change Order No. 3 for Mattern & Craig in the amount of \$7,003.77 for the West AJ Highway Rehabilitation project. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the Grant contract between the State of Tennessee Department of Transportation and the City of Morristown for the FAA American Rescue Plan Act (ARPA) Funding for Airports in the amount of \$59,000. This is a direct appropriation grant and there is no local match. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the contract between State of Tennessee Department of Transportation (TDOT) and the City of Morristown for the rehabilitation of the Rail Crossing at South Fairmont Avenue for an estimated cost of \$40,600.00, which is to be split 10% for the City of Morristown (\$4,060.00) and 90% for TDOT (\$36,540.00). Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve PO#22001654 in the amount \$14,600.00 to West Hills Ford Tractor for the transmission rebuild of the T6020 Holland Tractor. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve Change Order No. 1 with ZD Contracting Inc. (Ziggurat Development LLC) for extension of contract time of twenty-one (21) days and increase the contract in an amount of \$9,870.31 for the Park Facilities ADA Improvement Project. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the contract between the State of Tennessee Department of Safety and Homeland Security and the City of Morristown for participation in the Tennessee Advanced Communications Network. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve Change Order No. 1 with Junior Hommel Excavating to close out the project, delete two (2) items not used in construction and adjust contract times for the North Cumberland Street project (remove wall at Fulton-Hill Park). Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve PO#22001710 to purchase replacement windows from Pella Window & Door of Tennessee, Inc. for City Center offices in the amount of \$18,011.06. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the Sponsorship Agreement between the City of Morristown and Dicks Sporting Goods. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to extend the Brown Edwards audit contract one additional year. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Mayor Chesney appointed Sabrina Seaman and reappointed Roni Synder (Regional UGB) to the Morristown Regional Planning Commission for a four (4) year term to expire March 1, 2026.

Councilmember Bivens made a motion to hire Mike Marecic and Terry Henry as Entry-Level Officers for the Morristown Police Department. Councilmember Smith 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; Louis Chan spoke.

Mayor Gary Chesney adjourned the February 15, 2022, Morristown City Council meeting at 5:27 p.m.

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Mayor

Attest:

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City Administrator

DRAFT

# The City of Morristown

## Community Development & Planning



TO: Morristown Regional Planning Commission  
FROM: Josh Cole, Planner  
DATE: February 11<sup>th</sup>, 2022  
SUBJECT: Annexation Request: 363 Snyder Road

### **BACKGROUND:**

A request for annexation into the corporate limits of Morristown has been received from the property owners of 363 Snyder Road (Hamblen County Parcel ID #032034D D 00300). The reason given for request is to obtain city services.

The subject parcels meet the conditions to be annexed as it is located within Morristown's Urban Growth Boundary and it is contiguous with the city limits as the parcels to the north and west are in the city. This parcel is 0.77 acres in size and contains a single-family residential house. If annexed, staff would recommend it be zoned Medium Density Residential District (R-2) to be consistent with the zoning on nearby residential properties. A Plan of Services is attached to this memo which includes utility services and standard City services. No additional Fire or Police personnel will be required.



### **RECOMMENDATION:**

Staff recommends approval of the annexation request with a zoning designation of Medium Density Residential District (R-2).

ORDINANCE NO. 4700

ENTITLED AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MORRISTOWN TENNESSEE

*Annexation of property currently addressed as 363 Snyder Road having the Hamblen County Tax Parcel ID #: 032034D D 00300 the Zoning Designation of Medium Density Residential District, R2, the general location being shown of the attached exhibit A;*

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Section 1. WHEREAS , it now appears that the prosperity of the City and of the territory herein described shall be materially retarded and the safety and welfare of inhabitants and property owners thereof endangered if such territory is not annexed; and

Section II. WHEREAS, the annexation of such territory is deemed necessary for the welfare of the residents and property owners thereof and the City as a whole;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN;

(1) PURSUANT to authority conferred by Section 6-15:102 of the Tennessee Code Annotated, there is hereby annexed to the City of Morristown Tennessee and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries:

*Being Lot No 1 of the Subdivision of The Gladys Snyder Property as shown on a plat of same which appears of record in the Register's Office for Hamblen County, Tennessee in Plat Cabinet G, Slide 319.*

(2) Medium Density Residential District (R2) zoning shall be applied upon adoption of the annexation area.

(3) This Ordinance shall become operative thirty days after its passage or as otherwise provided for in Chapter 113, Public Acts of Tennessee, 1955.

(4) This Ordinance shall become effective from and after its passage, the public welfare requiring it. Passed on first reading the 15th day of February 2022.

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Mayor

ATTEST:

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City Administrator

Passed on second and final reading the 1st day of March 2022.

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Mayor

ATTEST:

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City Administrator

Exhibit A:



## **PLAN OF SERVICES**

### **RESOLUTION NO. 2022-3**

### **RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF 363 SNYDER ROAD.**

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 Hamblen County Parcel ID #032034D D 00300 currently addressed as 363 Snyder Road, 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 the Morristown Utility Commission policies shall be at the expense of the property owner or developer.

#### **Water Service**

Morristown Utilities will extend service to properties within its jurisdiction in accordance with the regulations and extension policies of Morristown Utilities Commission.

#### **Sanitary Sewer Service**

Morristown Utilities will extend service to properties within its jurisdiction in accordance with the regulations and extension policies of Morristown Utilities Commission.

#### **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, 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.

**Street Lighting**

Street lights will be installed in accordance to City 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 in the present city will be followed in expanding the recreational program and facilities in the enlarged city.

**Miscellaneous**

Fibernet will be installed per the current Morristown Utility System policy.

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

Passed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

**RESOLUTION NO. 2022-4**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE HEREBY ACCEPTING THE PROPOSAL OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A PROJECT DESIGNATED AS FEDERAL PROJECT NO., STATE PROJECT NO., 32002-1233-04,32002-3233-04,32002-2233-04, DESCRIBED AS THE INTERSECTION AT PROGRESS PARKWAY/THOROUGHbred RUN ROAD IN MORRISTOWN SUPPORTING EAST TENNESSEE PROGRESS CENTER ROUTE: SR-32.**

**WHEREAS**, the Tennessee Department of Transportation has presented a Proposal to the City of Morristown, Tennessee, concerning Federal Project No., State Project No., 32002-1233-04,32002-3233-04,32002-2233-04, described as the intersection at Progress Parkway/Thoroughbred Run Road in Morristown supporting East Tennessee Progress Center Route: SR-32; and

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

**WHEREAS**, the Morristown, Tennessee City Council wishes to cooperate with the State of Tennessee Department of Transportation with the road improvements at SR 32/Progress Parkway/Thoroughbred Run Road in the City of Morristown, Tennessee; and

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

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

**THEREFORE, BE IT RESOLVED**, by the Morristown Tennessee City Council that this resolution is duly passed and approved this 1<sup>st</sup> day of March 2022, and shall take affect from and after its passage.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator, Anthony Cox

**P R O P O S A L**  
**OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE**  
**TO THE CITY OF MORRISTOWN, TENNESSEE:**

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter “DEPARTMENT”, proposes to construct a project in the City of Morristown, Tennessee, hereinafter “CITY”, designated as Federal Project No. , State Project No. 32002-1233-04,32002-3233-04,32002-2233-04 , that is described as “Intersection at Progress Parkway/Thoroughbred Run Road in Morristown supporting East Tennessee Progress Center Route: SR-32”, provided the CITY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

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

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

3. The CITY will transfer or cause to be transferred to the DEPARTMENT, without cost

to the DEPARTMENT, all land owned by the CITY or by any of its instrumentalities as required for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

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

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

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

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

7. The CITY will make no changes or alter any segment of a road on its road system that lies within the limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the

right-of-way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT.

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

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

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

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

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

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

14. The CITY will obtain the approval of the DEPARTMENT before authorizing parking on the right-of-way and easements for the project.

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

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

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

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

19. The DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation for damage or civil actions of which the Attorney General has received the notice and pleadings provided for herein; provided, however, that if the

project is being constructed pursuant to a contract administered by the DEPARTMENT's Local Programs Development Office, the terms of that contract shall control in the event of a conflict with this Proposal..

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

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

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

THE CITY OF \_\_\_\_\_, TENNESSEE

BY: \_\_\_\_\_  
MAYOR

DATE: \_\_\_\_\_

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
JOSEPH GALBATO, III  
COMMISSIONER

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_  
JOHN REINBOLD  
GENERAL COUNSEL

DATE: \_\_\_\_\_

# Index Of Sheets

## RIGHT-OF-WAY INDEX OF SHEETS

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# STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION BUREAU OF ENGINEERING

## HAMBLEN COUNTY

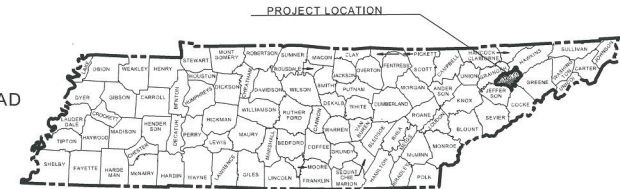
SR-32: INTERSECTION AT PROGRESS PARKWAY/THOROUGHbred RUN ROAD  
IN MORRISTOWN SUPPORTING EAST TENNESSEE PROGRESS CENTER

RIGHT-OF-WAY  
GRADE, DRAIN, BASE, PAVE, SIGNAL, AND SIGN

STATE HIGHWAY NO. 32 F.A.H.S. NO. 25E

DOES THIS PROJECT QUALIFY FOR UTILITY CHAPTER 86	YES	NO X
WORK ZONE SIGNIFICANCE DETERMINATION		
SIGNIFICANT	YES	NO X

TENN.	YEAR 2021	SHEET NO. 1
FED. AID PROJ. NO.		
STATE PROJ. NO.		32002-2233-04



32002-2233-04  
END PROJECT NO. R.O.W.  
STA. 109+90.00 SR-32 SOUTHBOUND  
N 669592.0109 E 2772146.5122

PROJECT OF LIMITED SCOPE

32002-2233-04  
BEGIN PROJECT NO. R.O.W.  
STA. 111+22.11 SR-32 SOUTHBOUND  
N 669721.5225 E 2772172.5907

### SPECIAL NOTES

PROPOSALS MAY BE REJECTED BY THE COMMISSIONER IF ANY OF THE UNIT PRICES CONTAINED THEREIN ARE OBVIOUSLY UNBALANCED, EITHER EXCESSIVE OR BELOW THE REASONABLE COST ANALYSIS VALUE.

THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED JANUARY 1, 2021 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE PLANS AND IN THE PROPOSAL CONTRACT.

TDOT ROAD SP. SV. 2; JAY MORGAN

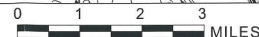
DESIGNER: STEPHAN WALLIS CHECKED BY: JAY MORGAN

P.E. NO. 32002-1233-04 (DESIGN)

PIN NO. 128328.00



SCALE: 1"= 5280'



R.O.W. LENGTH	0.025 MILES
ROADWAY LENGTH	0.411 MILES
BRIDGE LENGTH	0.000 MILES
BOX BRIDGE LENGTH	0.000 MILES
BOX BRIDGE LENGTH	0.000 MILES ▲
PROJECT LENGTH	0.411 MILES

▲ Not included in the project length (Non Riding Surface).

NO EXCLUSIONS

R.O.W.  
FIELD  
REVIEW

SEALED BY

APPROVED: *Paul D. Degges*  
PAUL D. DEGGES, CHIEF ENGINEER

DATE:

APPROVED: *Clay Bright*  
CLAY BRIGHT, COMMISSIONER

S.R.-32

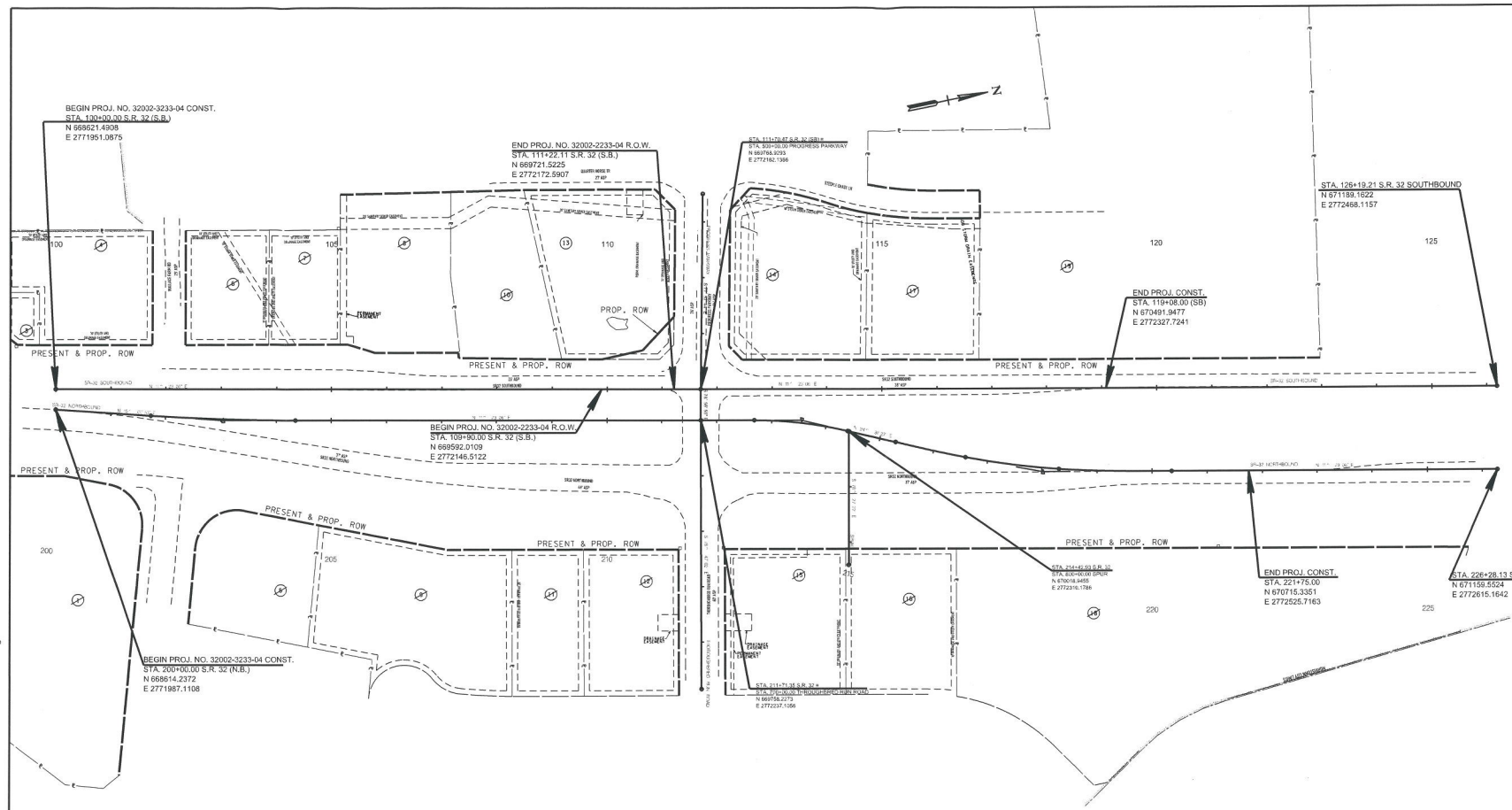
SURVEY 05-23-19	TRAFFIC DATA
	ADT (2022) 23,050
	ADT (2042) 27,650
	DHV (2042) 2,660
	D 55 - 45
	T (ADT) 8 %
	T (DHV) 5 %
	V 40 MPH

COORDINATES ARE NAD 83(1995), ARE DATUM ADJUSTED BY THE FACTOR OF 1.0001 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID 12B.

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION

APPROVED: *Return to Agenda*  
DIVISION ADMINISTRATOR DATE

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2021	32002-2233-04	3B



R.O.W.  
FIELD  
REVIEW

R.O.W. ACQUISITION TABLE

TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS				TOTAL AREA (ACRES)			AREA TO BE ACQUIRED (ACRES)			AREA REMAINING (ACRES)		EASEMENT (ACRES)			
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT REFERENCE		LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	PERMANENT	SLOPE	CONSTRUCTION	AIR RIGHTS
				BOOK	PAGE												
1	JUBILEE HOSPITALITY GROUP, LLC	62	10-04	1611	659		4.423	4.423					4.423				
2	STATE OF TENNESSEE	62	10-01	1432	401	0.362		0.362				0.362					
3	HARDEE'S RESTAURANTS, LLC	62	10-18	1740	325	0.125		0.125				0.125					
4	LARRY CHURCHWELL AND WIFE, DORIS G. CHURCHWELL	62	10-06	1591	155	1.114		1.114				1.114					
5	ISAACS ENTERPRISES, INC.	62	10-14	1210	583		1.076	1.076					1.076				
6	ISAACS ENTERPRISES, INC.	62	10-09	1509	497	0.707		0.707				0.707					
7	DHARMESH PATEL	62	10-08	1505	324	0.612		0.612				0.612					
8	JPP - GENERAL PARTNERSHIP - SUPER 8 MOTEL	62	10-03	1470	617	1.326		1.326				1.326					
9	PREMIER HOSPITALITY CORPORATION	62	10-21	1646	263		1.999	1.999					1.999				
10	VINDRAV, PATEL AND WIFE, SILABEN B. PATEL	62	117-01	1458	765	1.127		1.127				1.127					
11	WALLACE PROPERTIES, LLC	62	10-11	851	241		0.786	0.786					0.786				
12	MICHAEL B. SACHS, TRUSTEE OF THE MICHAEL B. SACHS TRU	57	119-05	1631	327		1.051	1.051					1.051				
13	WALLACE PROPERTIES, LLC	57	117	730	481	1.650		1.650	2916 S.F.		2916 S.F.	1.583					
14	LKM PROPERTIES, L.P.	57	116-05	1660	63	1.648		1.648				1.648					
15	JERRY ISAACS FAMILY LIMITED PARTNERSHIP AND STEVE ISA	57	119-04	1609	406		1.320	1.320					1.320				
16	MCDONALD'S REAL ESTATE COMPANY	57	119-06	1665	126		1.211	1.211					1.211				
17	VOJE, LLC	57	116-06	1741	445	1.199		1.199				1.199					
18	WALLACE PROPERTIES, LLC	57	118	730	461		5.841	5.841					5.841				
19	WALLACE PROPERTIES, LLC	57	116-03	870	716	14.089		14.089				14.089					

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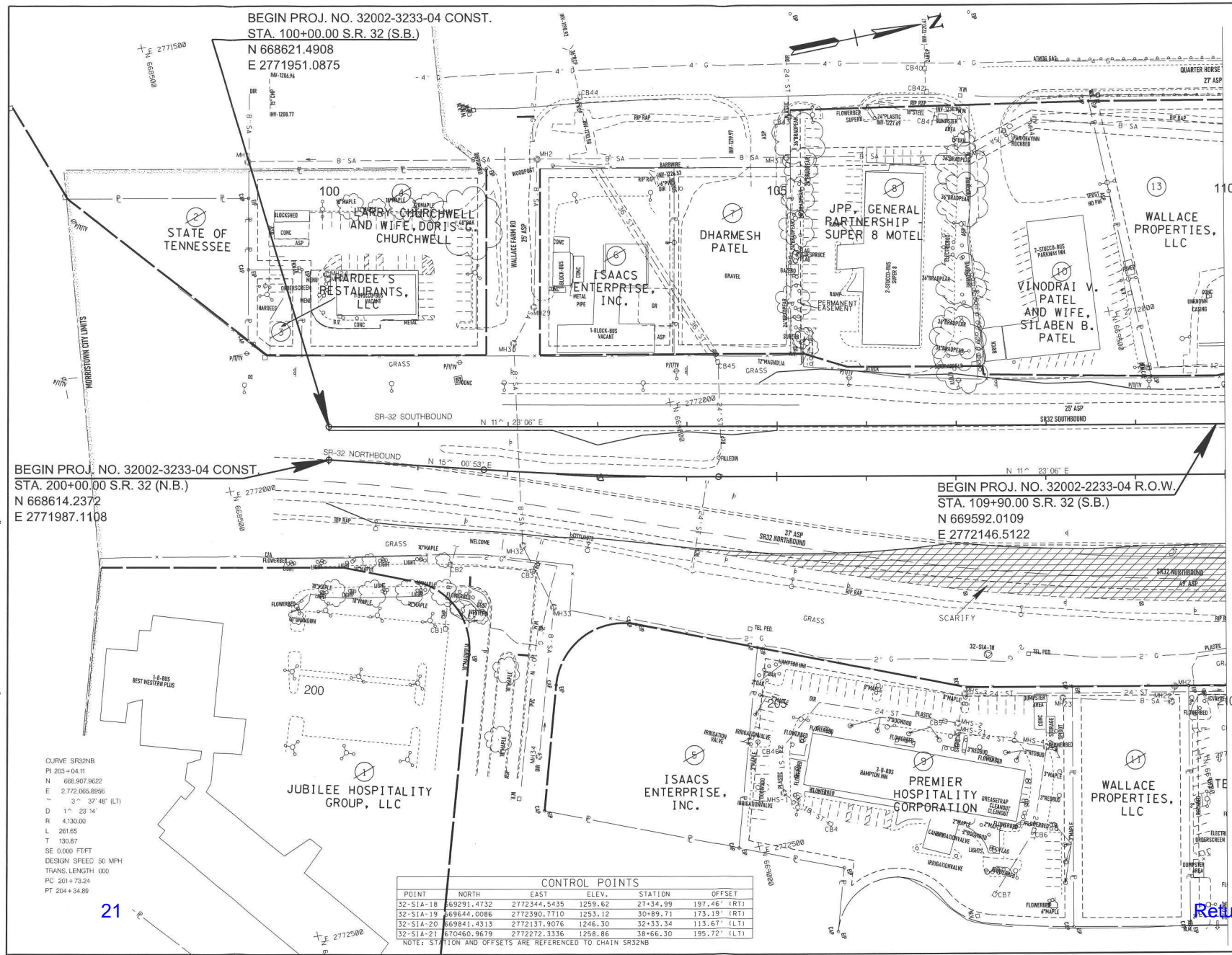
COORDINATES ARE NAD 83(1985), ARE DATUM ADJUSTED BY THE FACTOR OF 1.0001 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID 12B.

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

PROPERTY MAP  
AND  
RIGHT-OF-WAY  
ACQUISITION  
TABLE

Return to Agency

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2021	32002-2233-04	4



BEGIN PROJ. NO. 32002-3233-04 CONST.  
 STA. 100+00.00 S.R. 32 (S.B.)  
 N 668621.4908  
 E 2771951.0875

BEGIN PROJ. NO. 32002-3233-04 CONST.  
 STA. 200+00.00 S.R. 32 (N.B.)  
 N 668614.2372  
 E 2771987.1108

BEGIN PROJ. NO. 32002-2233-04 R.O.W.  
 STA. 109+90.00 S.R. 32 (S.B.)  
 N 669592.0109  
 E 2772146.5122

MATCH LINE NB STA. 210+00.00 = SB 110+00.00 SEE SHT. NO. 5

R.O.W.  
 FIELD  
 REVIEW

SEALED BY

COORDINATES ARE NAD 83(1995), ARE DATUM ADJUSTED BY THE FACTOR OF 1.0001 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID 12B.

STATE OF TENNESSEE  
 DEPARTMENT OF TRANSPORTATION

PRESENT  
 LAYOUT

Return to Agenda  
 SB STA. 100+00 TO STA. 110+00  
 SCALE: 1"=50'

CONTROL POINTS				
POINT	NORTH	EAST	ELEV.	STATION
32-SIA-18	669291.4732	2772344.5435	1259.62	27+34.99
32-SIA-19	669644.0086	2772390.7710	1253.12	30+89.71
32-SIA-20	669841.4113	2772317.9076	1246.30	32+33.34
32-SIA-21	670460.9679	2772272.3336	1258.86	38+66.30

NOTE: STATION AND OFFSETS ARE REFERENCED TO CHAIN SR32NB

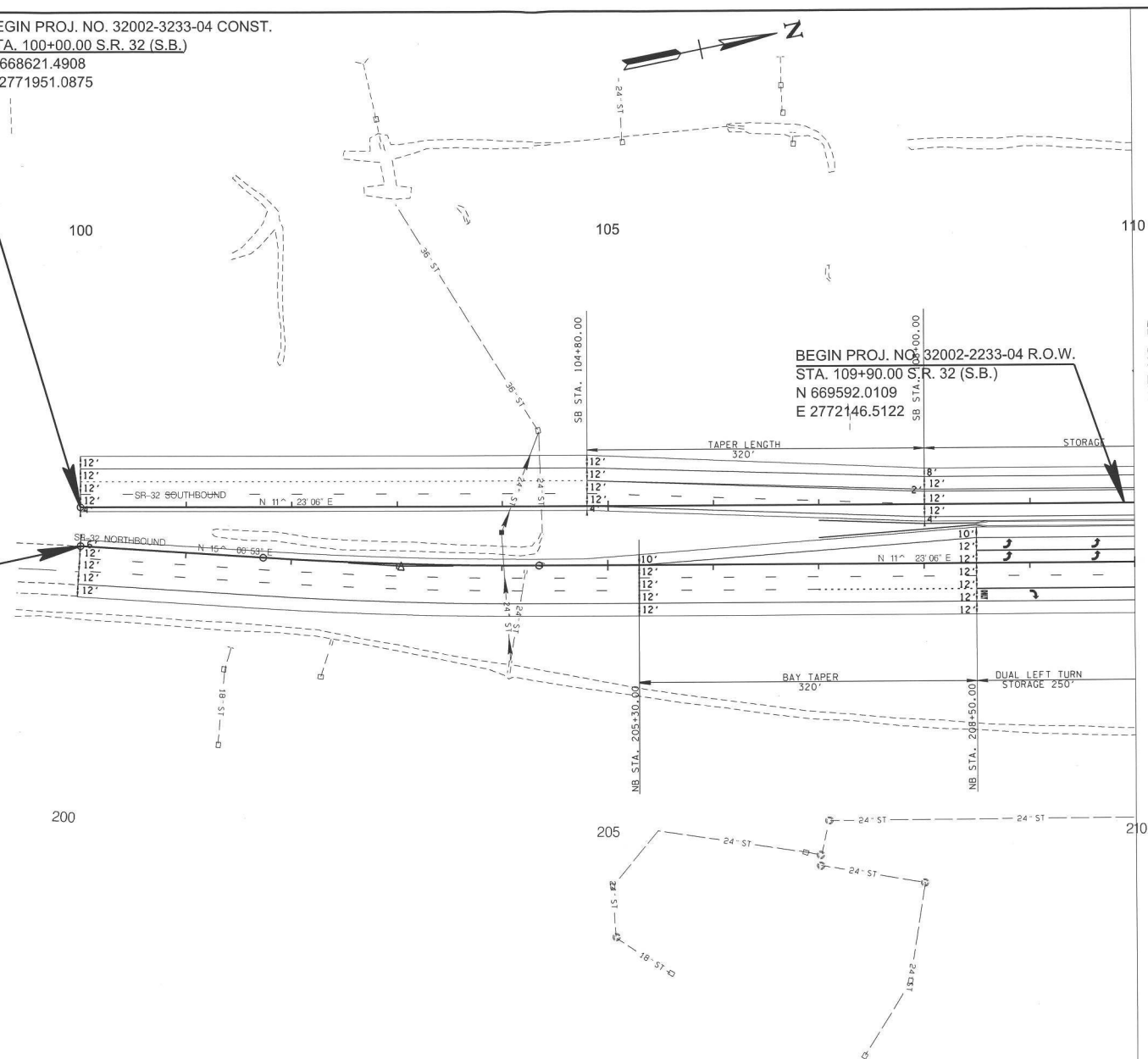
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CURVE SR32NB  
 PI 203+04.11  
 N 668.907.9022  
 E 2.772.065.8956  
 Δ 3° 37' 48" (LT)  
 D 1" 20' 14"  
 R 4.130.00  
 L 261.65  
 T 130.87  
 SE 0.000 F/F/T  
 DESIGN SPEED 50 MPH  
 TRANS. LENGTH 600  
 PC 201+73.24  
 PT 204+34.88

27-AUG-2021 17:05  
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BEGIN PROJ. NO. 32002-3233-04 CONST.  
STA. 100+00.00 S.R. 32 (S.B.)  
N 668621.4908  
E 2771951.0875

BEGIN PROJ. NO. 32002-3233-04 CONST.  
STA. 200+00.00 S.R. 32 (N.B.)  
N 668614.2372  
E 2771987.1108



TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2021	32002-2233-04	4B

BEGIN PROJ. NO. 32002-2233-04 R.O.W.  
STA. 109+90.00 S.R. 32 (S.B.)  
N 669592.0109  
E 2772146.5122

MATCH LINE NB STA. 210+00.00 = SB 110+00.00 SEE SHT. NO. 5B

R.O.W.  
FIELD  
REVIEW

SEALED BY

COORDINATES ARE NAD 83 (1995), ARE  
DATUM ADJUSTED BY THE FACTOR  
OF 1.0001 AND TIED TO THE TGRN.  
ALL ELEVATIONS ARE REFERENCED  
TO THE NAVD 1988 WITH GEOID 12B.

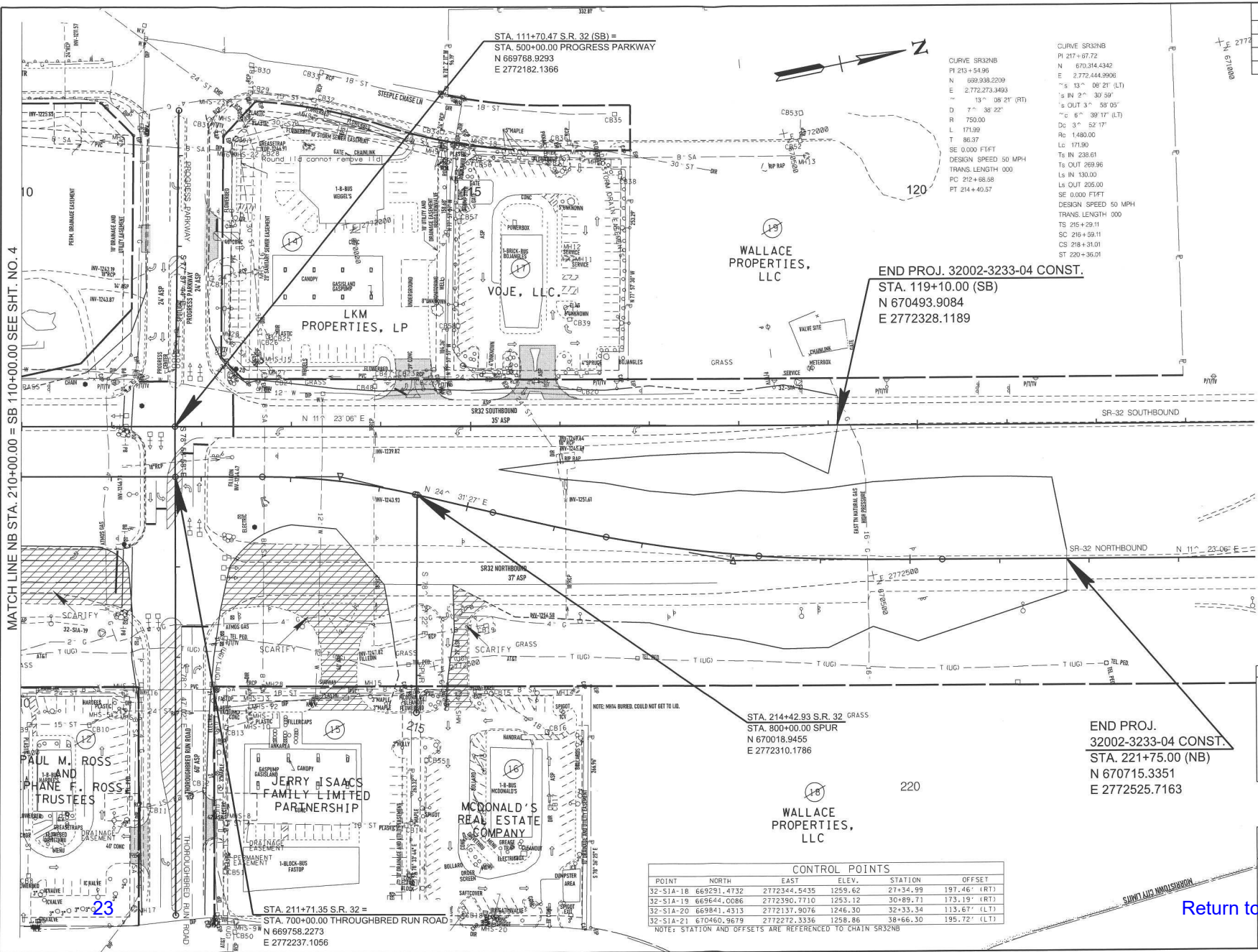
STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

PROPOSED  
LAYOUT

STA. 100+00 TO STA. 210+00  
SB STA. 100+00 TO STA. 110+00  
SCALE: 1"=50'

Return to Agenda

MATCH LINE NB STA. 210+00.00 = SB 110+00.00 SEE SHT. NO. 4



TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2021	32002-2233-04	5

CURVE SR32NB  
PI 213+54.96  
N 699.939.2209  
E 2.772.273.3493  
~ 19° 08' 21" (RT)  
D 7' 38' 22"  
R 750.00  
L 171.99  
T 86.57  
SE 0.000 FT/FT  
DESIGN SPEED 50 MPH  
TRANS LENGTH 000  
PC 212+68.58  
PT 214+40.57

CURVE SR32NB  
PI 217+87.72  
N 670.314.4342  
E 2.772.444.9906  
~ 13° 08' 21" (LT)  
S IN 2' 30' 59"  
S OUT 3' 58' 05"  
~ 6' 39' 17" (LT)  
DC 3' 52' 17"  
R 1480.00  
L 171.99  
Ts IN 238.61  
Ts OUT 269.96  
Ls IN 130.00  
Ls OUT 205.00  
SE 0.000 FT/FT  
DESIGN SPEED 50 MPH  
TRANS LENGTH 000  
TS 215+29.11  
CS 216+59.11  
CS 218+31.01  
ST 220+36.01

WALLACE PROPERTIES, LLC

END PROJ. 32002-3233-04 CONST.  
STA. 119+10.00 (SB)  
N 670493.9084  
E 2772328.1189

R.O.W.  
FIELD  
REVIEW

SEALED BY

END PROJ.  
32002-3233-04 CONST.  
STA. 221+75.00 (NB)  
N 670715.3351  
E 2772525.7163

COORDINATES ARE NAD 83(1995), ARE  
DATUM ADJUSTED BY THE FACTOR  
OF 1.0001 AND TIED TO THE TGRN.  
ALL ELEVATIONS ARE REFERENCED  
TO THE NAVD 1988 WITH GEOID 12B.

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

PRESENT  
LAYOUT

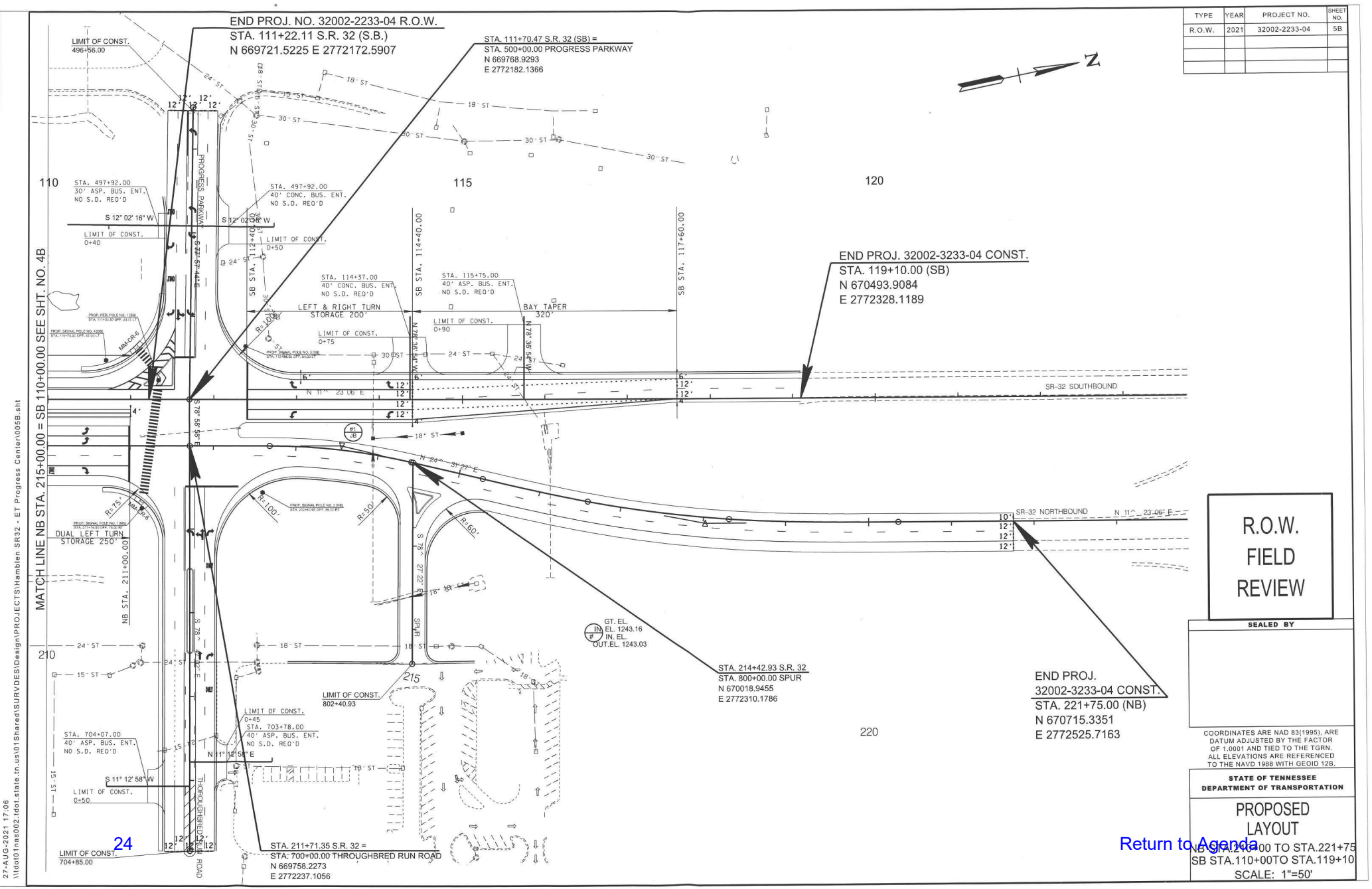
Return to Agenda

CONTROL POINTS					
POINT	NORTH	EAST	ELEV.	STATION	OFFSET
32-SIA-18	669291.4732	2772344.5435	1259.62	27+34.99	197.46' (RT)
32-SIA-19	669644.0086	2772390.7710	1253.12	30+89.71	173.19' (RT)
32-SIA-20	669841.4513	2772137.9076	1246.30	32+33.34	113.67' (LT)
32-SIA-21	670460.9819	2772272.3336	1259.86	38+66.30	195.72' (LT)

NOTE: STATION AND OFFSETS ARE REFERENCED TO CHAIN SR32NB

SB STA. 110+00 TO STA. 221+75  
SCALE: 1"=50'

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2021	32002-2233-04	5B



R.O.W.  
FIELD  
REVIEW

SEALED BY

COORDINATES ARE NAD 83(1995), ARE DATUM ADJUSTED BY THE FACTOR OF 1.0001 AND TIED TO THE TGRN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID 128.

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

PROPOSED  
LAYOUT  
Return to Agenda  
SCALE: 1"=50'

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**RESOLUTION NO. 2022-5**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MORRISTOWN TO ADOPT THE SR343 ITS TRAFFIC SIGNAL COORDINATION AND COMPLETE STREETS CORRIDOR STUDY.**

**WHEREAS**, the City of Morristown staff and stakeholders have met to discuss and provide input in the development of the plan; and

**WHEREAS**, the SR343 ITS Traffic Signal Coordination and Complete Streets Study (December 2021), as developed by CDM Smith Associates, was done through an Urban Transportation Planning Grant (UTPG) where the Tennessee Department of Transportation (TDOT) paid 90% for the project and the City of Morristown paid the remaining 10%; and

**WHEREAS**, the City of Morristown will implement the components of the ITS Traffic Signal Coordination and Complete Streets Study (December 2021) to the extent possible as resources are available; and

**NOW, THEREFORE BE IT RESOLVED**, that the Morristown City Council adopts the ITS Traffic Signal Coordination and Complete Streets Study (December 2021) as developed by CDM Smith Associates.

Passed this 1<sup>st</sup> day of March 2022.

---

Mayor

ATTEST:

---

City Administrator, Anthony Cox

**RESOLUTION NO. 2022-6**

**RESOLUTION OF SUPPORT FOR THE CITY OF MORRISTOWN, TENNESSEE  
APPLYING FOR THE REBUILDING AMERICAN INFRASTRUCTURE WITH  
SUSTAINABILITY AND EQUITY (RAISE) GRANT.**

**WHEREAS**, the City of Morristown, Tennessee seeks to continually maintain, enhance, and improve the transportation system and infrastructure; and

**WHEREAS**, the City of Morristown, Tennessee desires to improve and enhance the safety, security, and aesthetics of the transportation system and services within its corporation boundary; and

**WHEREAS**, federal funding assistance is needed within the City of Morristown in order to maintain, improve and enhance the following:

- a. Roadways, highways, bridges, etc.
- b. bicycle and pedestrian sidewalks and pathways,
- c. public transportation services; and

**WHEREAS**, the planning, development, engineering, construction, and operations and maintenance expenditures for a transportation system and services continue to escalate at a higher rate than anticipated; and

**WHEREAS**, the RAISE grant applications are due on April 14, 2022 (through grants.gov), and RAISE grants will be awarded by August 12, 2022; and

**WHEREAS**, the RAISE grant program may not exceed 80 percent unless the project is located in a rural area, a historically disadvantaged community, or an area of persistent poverty; and

**WHEREAS**, the FFY2022 RAISE grant funds are available for obligations only through September 30, 2026; and

**WHEREAS**, all FFY2022 RAISE funds must be expended by September 30, 2031.

**NOW, THEREFORE BE IT RESOLVED** that the Morristown City Council does hereby support the FFY2022 RAISE grant application.

Passed this 1<sup>st</sup> day of March 2022.

---

Mayor

ATTEST:

---

City Administrator, Anthony Cox



## Morristown City Council Agenda Item Summary

**Date:** March 1, 2022

**Agenda Item:** Adopt an Ordinance amending Title 5 of the Morristown Municipal Code to edit and further clarify the process for delinquent property tax collection.

**Prepared By:** Andrew Ellard

**Subject:** Delinquent Tax Collection Process

**Background:** The existing code section references “due” date where the same should likely be “delinquent.” Without correction, one may question the appropriate timing for submitting delinquent files to the city attorney to pursue. Additionally, eighteen months from the delinquency date adds a considerable delay that is not required by state statute.

**Findings/Current Activity:** This amendment will clarify the dates relative to the collection process and shorten the timeline.

**Financial Impact:** No direct or immediate impact. Impact will likely only be seen in the timing in which previous years property taxes are paid.

**Action options/Recommendations:** Adopt ordinance amending Title 5.

**Attachment:** Draft Ordinance

**ORDINANCE NO. \_\_\_\_\_,  
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,  
TENNESSEE AMENDING TITLE 5 OF THE MORRISTOWN  
MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that the text of Title 5 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

“TITLE 5

MUNICIPAL FINANCE AND TAXATION

CHAPTER 2

PROPERTY TAXES

SECTION

5-207. Preparation of delinquent tax list; delivery of same to city attorney for collection of taxes.

5-208. Collection of unpaid taxes by city attorney.

5-207. Preparation of delinquent tax list; delivery of same to city attorney for collection of taxes. No sooner than six (6) months after taxes become delinquent, the recorder shall make out a complete list of all unpaid taxes in his hands, giving the names, with a description of the property against which it is assessed, upon a list made and kept for that purpose, and deliver it to the city attorney for collection taking his receipt therefor. Such list shall have the force and effect of an execution in his hands against the property of the persons delinquent. (Ord. No. 3510, 12-2-2014)

5-208. Collection of unpaid taxes by city attorney. All taxes unpaid at least six (6) months after the same become delinquent shall be turned over to the city attorney for collection, to be proceeded with as delinquent taxes are collected under state law.

The recorder shall furnish the city attorney a complete list of all taxes so due the city and assessed for all years, properly certified, showing the name of such taxpayer, with a description of the taxable property. The city attorney shall give notice as required by law, and if such taxes are not paid in the time allowed by law, the city attorney shall file a bill, either in the circuit or chancery court, to enforce the lien by a sale of all such property to pay all such unpaid taxes, penalties, and attorney's fees of ten percent, and a fee of \$1.00 to the attorney for each such parcel or lot of land. The city attorney shall embrace in such bill as many as 25 defendants, if there are so many defendants, or may include all delinquent taxes in

one bill as provided by T.C.A. title 67, ch. 5. A less number than 25 defendants may be embraced in the bill if deemed advisable or in case of complications. In all cases, after a bill has been filed for the collection of any tax and the tax is paid to the clerk of the court in which such bill is filed, without a sale of the property upon which such tax is levied, the clerk shall be entitled to receive and collect from the delinquent taxpayer a commission of 2½% on the amount of such tax, interest, and penalty, as compensation for his services in computing the interest and penalty accrued on such tax and for receiving and disbursing the funds. (Ord. No. 3510, 12-2-2014)”

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

PASSED ON FIRST READING THIS 1ST DAY OF MARCH 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS 15TH DAY OF MARCH 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR



## Morristown City Council Agenda Item Summary

**Date:** March 1, 2022

**Agenda Item:** Approve a contract with the Morristown East High Band Boosters for the provision of concession services for one year at two parks & recreation facilities and authorize the City Administrator to execute the same.

**Prepared By:** Andrew Ellard

**Subject:** Concession services for Baseball/Softball 2022

**Background:** Parks & Recreation explored possible relationships for school-related entities to operate concessions on a volunteer basis as a fund-raising opportunity for their organizations.

**Findings/Current Activity:** East High Band Boosters are interested in providing the service using volunteer resources. There will be no revenue share with the city. It is proposed that Parks & Rec monitors how well this arrangement works through the upcoming season and determine in Fall whether to continue or to consider other possibilities.

**Financial Impact:** The only cost to the city is in the opportunity cost as compared with a traditional vendor relationship.

**Action options/Recommendations:** Approve/authorize.

**Attachment:** Draft Contract

# **CONCESSION CONTRACT**

THIS AGREEMENT, made and entered into by and between the City of Morristown, Tennessee (hereinafter "City"), represented by the Morristown Parks and Recreation, party of the first part, and Morristown East High Band Boosters (hereinafter, "Vendor"), party of the second part, for the rights and privileges to operate concessions in the City parks as indicated on the attached Schedule A, for the contract period as specified.

WITNESSETH, that the proposal for operating the aforesaid concessions submitted by the Vendor is hereby accepted by the City.

IN CONSIDERATION of these premises, the Vendor agrees to provide concession services and operations to the City at no cost to the City and the Vendor shall retain all profits, as further described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

**TERM OF CONTRACT.** The term of this contract shall be for a period of one (1) year beginning March 1, 2022, and ending at midnight, on February 28, 2023. The City reserves the right, at its sole option, to extend the term of this contract for an additional two (2) one (1) year terms. The City also reserves the right to seek new proposals at any time.

**SCOPE OF CONCESSION SERVICES.** The contract to be awarded under these specifications shall grant the exclusive right and privileges to the Vendor to operate concessions as hereinafter provided, in the parks in Morristown listed on Schedule A, except that such exclusive right shall not include catering service to individuals or groups of individuals renting or leasing park building party facilities or using park picnic areas, nor shall such exclusive right operate to restrain or prevent such individuals or groups of individuals from engaging catering services for themselves or bringing their own food and drink to such party facilities or into such picnic areas.

To service and dispense at such times as the public needs require or when the Director of the Parks and Recreation Department directs and to provide in quantities adequate for the needs of the public, at locations now in use for the purpose (subject to the reservations contained herein), foods, refreshments, confectionery and beverages that conform to standards outlined in detail in these specifications, wholesomeness, and sanitation and that are approved by the Director of the Parks and Recreation Department,

provided that the operation of refreshment stands, lunch counters, cafeterias and restaurants shall be conducted respectively in only such buildings, structures, and locations equipped for such purposes, in accordance with the time schedules of operation indicated in these specifications, and provided further that the Vendor may serve and dispense foods, refreshments, confectionery, and beverages from carts, wagons, automobiles or cycles only after having first obtained from the Director written permission to do so and written approval of the Department of the location and the type vehicle to be employed therefor.

The introduction of additional privileges not contained and enumerated herein will be subject to the prior approval of the Director. Approval will be required on all items such as the sale, display, or use of souvenirs, food, drink, novelties, rental equipment, vending machines, etc.

The privilege of installing and operating coin operated amusement and/or vending machines and devices are not included under the terms of this concession. To furnish and operate said machines in the parks must be mutually agreed upon when the need therefore presents itself.

The right to sell beer in the parks indicated in the schedule of operations attached hereto **is not included** presently in these specifications.

All meat and meat products sold in the locations specified herein must be of the highest quality, complying in all respects with the provisions of the Federal Food and Drug Act of June 30, 1906, and amendments thereto, and to subsequent decisions of the United States Department of Agriculture applicable thereto. Specific grades and portions must conform to basic meat and meat product specifications.

**BUILDINGS AND LOCATIONS.** The Parks and Recreation Department will provide for the use of the Vendor such refreshment stands, shelters, rooms, and locations as are now existing and being used for the purpose of providing the services herein specified to be furnished but reserves the right to increase or decrease the number of or to alter any of said stands, shelters, and locations when it is determined by the Director that the public interests will be better served thereby.

The use of all areas shall be subject to deed restrictions imposed by the original owners and the City of Morristown at the time of transfer of parks to the City of Morristown, as interpreted by the Legal Counsel for Morristown.

**REPAIRS AND MAINTENANCE.** The Parks and Recreation Department shall, at its cost and expense, make all ordinary and reasonable repairs required to preserve the buildings, and refreshment stands, occupied under this contract, except for any damage done by the Vendor.

**CONDITIONS AND SURRENDER OF PROPERTY.** The buildings, refreshment stands, shelters, rooms and locations, or all parts thereof, which are the property of the Parks and Recreation Department shall remain the property of the Department, and upon termination of the contract by lapse of time or otherwise, the Vendor shall surrender possession of all said premises and all parts thereof to the Department in as good condition as said premises were when first occupied by the Vendor under the terms of the contract, ordinary wear and tear, and damage due to explosion, riot, riot attending a strike, civil commotion, windstorm, rain, hail, or other acts of God excepted.

**PLANS FOR ALTERATIONS.** The Vendor shall make no alterations of or repair to any building, refreshment stand, shelter or location herein reserved for its use, or erect any new structure or building on the lands of the Parks and Recreation Department without first submitting a program of construction, alteration or repair and plans and specifications therefor, together with the contract (including the contract price of said work) and obtaining the approval thereof in writing of the Director. Any and all facility improvements shall become the property of the City and in no way returnable to the Vendor.

**EQUIPMENT.** The Vendor shall, at his own cost or expense, furnish and maintain in good usable condition, and if necessary and not already on site, a sufficient amount of movable equipment, including but not limited to soda fountains, show cases, cash registers, ice cream cabinets, bottle coolers, popcorn machines, drink dispensers, refrigerators, coffee urns, tables, utensils, dishes, and such other equipment as may be necessary to properly furnish the services herein provided for in a manner acceptable to the Director.

The City and the Parks and Recreation Department will not accept any liability or be responsible, in whole or part, for any damage which may be sustained by any materials and/or equipment on any location resulting from any cause whatsoever.

**DISPOSAL OF GARBAGE AND REFUSE.** The Vendor shall not permit garbage and other refuse to accumulate or to gather in or about any of the buildings or structures occupied by the Vendor except in suitable covered garbage receptacles which will be provided by the Parks and Recreation Department. The Parks and Recreation Department will be responsible for the removal of rubbish, trash, and garbage provided

that the Vendor accumulates such trash at given points and at given times under the direction of an authorized representative of the Department. Specifically, the Vendor shall ensure that all trash that accumulates at the concession site is disposed of in the dumpsters at the parks.

**CLEANING PREMISES.** The Vendor shall furnish all labor, services, material, supplies, and equipment necessary to maintain, in a clean, orderly, and inviting condition satisfactory to the Director, all premises used and occupied by the Vendor in the operation of concessions, together with the area immediately surrounding area affected by said operations. This shall include all paved areas, adjacent to such premises.

**UTILITIES.** The Parks and Recreation Department will furnish light, power, and water in such locations where these utilities now exist and where such utilities have been used in connection with refectory work previously. All additional installations which require the use of these utilities shall be made and maintained at the expense of the Vendor and only after securing prior written approval of the Director. The Department will not furnish telephone service in any location except where public phones are installed as a regular accommodation for park patrons.

**EMPLOYEES/VOLUNTEERS.** The Vendor shall, at his own cost and expense, provide a sufficient number of staff to open on time and serve the public promptly and efficiently and in a manner satisfactory to the Director. It is recommended that Vendor furnish name badges or some type of identification and the employees/volunteers be clad in neat and clean apparel satisfactory to the Director. It is the object of this requirement to identify all employees/volunteers for the protection of both the Parks and Recreation Department and the Vendor.

The Vendor shall not permit any agent or staff to remain in or upon the premises of the Parks and Recreation Department or in any of the buildings, structures or locations occupied by the Vendor for any period of time longer than is normally necessary to secure the premises and to perform minor clerical work after the close of business, provided, however, that if required for the protection of its property the Vendor may employ and permit watchmen to remain in said buildings, structures, or stands so occupied by it after first obtaining the written permission of the Director to do so.

The Vendor shall utilize only competent and satisfactory staff/volunteers and whenever the Director shall notify the Vendor in writing that any person employed or volunteering on the premises, in his opinion, is incompetent, disorderly, unsanitary or otherwise unsatisfactory, such persons shall be discharged and shall not again be utilized without the consent of the Director. Membership or non-membership in any organization

shall not be deemed cause for such discharge. Additionally, Vendor shall not discriminate against any employees, volunteers or applicants for employment, on the basis of race, religion, gender, national origin, age, disability or other basis. Notices regarding this non-discrimination provision shall be posted for employees/volunteers and applicants to see. The Vendor also agrees to provide and ensure a drug-free workplace.

**HOURS OF OPERATION.** The Vendor, except where the hours of operation of any concession are herein specified, shall keep all concessions herein provided for in operation during all reasonable hours and at such other times as the public needs require or the Director shall direct. **Vendor shall be responsible to contact Parks and Recreation on playing conditions/schedules affected by weather such as rain, snow, and stormy conditions.**

**COMPENSATION.** In consideration of this contract, the Vendor agrees to operate the City and the Parks and Recreation Department concessions at no charge to the City. Additionally, the City shall not be entitled to receive any of the profits of the Vendor.

**ORDINANCES, LAWS AND REGULATIONS.** The Vendor shall not sell or permit to be sold, used or brought upon the premises of the Parks and Recreation Department any intoxicating or alcoholic beverages and shall not permit or suffer any gambling at any time upon said premises, and shall not permit improper or immoral conduct on the part of its officers or employees or volunteers, and shall not permit hawking or any other noises or disturbance designed to attract attention or to solicit trade, and shall abide by the ordinances of the County of Hamblen, City of Morristown, and the laws of the State of Tennessee, and of the United States, and the rules and regulations promulgated by the Parks and Recreation Department.

It shall be the obligation of the Vendor to apply for, pay for, and obtain all necessary permits and licenses required by the various law enforcement agencies, including but not limited to the State of Tennessee (as enumerated above) to operate the concessions, and to sell the merchandise approved herein. Additionally, the Vendor shall comply with any applicable laws regarding the remittance of any sales tax to the City and/or the State.

**INDEMNIFICATION.** The Vendor shall indemnify and hold the City of Morristown and the Department of Parks and Recreation harmless from any and all damage, loss, or liability or any kind whatsoever occasioned by or because of the work involved in the execution of the work described herein, by reason of any bodily injury or death of any person or by reason of any injury to property of third persons occasioned by any act, or omission, neglect or wrongdoing of the contractor or any of his agents, representatives, assigns, guests, employees or other persons admitted by the contractor or his agents to

the project described herein, and the Vendor will at his own cost and expense defend and protect the City of Morristown and the Department of Parks and Recreation against any and all such claims or demands.

**ACCOUNTS, BOOKS, AND RECORDS.** The Vendor shall keep such books, records, and recording devices as directed by the Hamblen County Board of Education in the manner showing accurate and complete data on all receipts and disbursements in connection with the operation of all concessions provided for herein. Audit of gross receipts and sales tax records is to be done by School Board Auditor with copies of same submitted to Parks and Recreation Department and the City Finance Department at Vendor's expense.

**CANCELLATION BY THE CITY.** This agreement shall be subject to cancellation by the City in the event of the happening of any one or more of the following contingencies:

A - In the event the Vendor is adjudicated a bankrupt, or is in receivership, or has made an assignment for the benefit of his creditors, or because of its financial condition is judged by the City Administrator or his designee as being unable to continue successful operation.

B - Failure of the Vendor to perform, keep, and observe any of the conditions of the contract and the failure of the Vendor to correct the default or breach within a time specified by the Director.

**TERMINATION OF LEASE.** Upon the termination of the lease because of lapse of time or upon termination for any other reason the Vendor shall remove all goods, chattels, and fixtures belonging to the Vendor and shall leave the premises in the condition in which they were received, reasonable wear and tear excepted. In the event said goods, chattels, and fixtures are not removed within ten (10) days from the expiration of this agreement or its termination for any other reason, the Vendor shall be deemed to have abandoned to the City any facilities, equipment, or other property not removed from the premises within the aforesaid period at termination of this agreement.

**RIGHT TO DECIDE QUESTIONS.** The decision of the Director relative to the proper performance of the terms of the contract shall be final and conclusive on the parties hereto, and shall be final and conclusive as to each matter not covered in the contract and specifications that may arise in connection with the privileges granted, and also as to each matter which is not clearly covered herein.

**SUCCESSORS AND ASSIGNS.** The rights and privileges herein granted to the

Vendor and the duties and obligations imposed upon said Vendor shall inure to the benefit of and be binding upon the successors and assigns of the Vendor, subject to the provision below regarding any assignments.

**ASSIGNMENTS AND SUB-CONTRACTS.** The agreement or contract of any of the rights and privileges provided for herein shall not be transferred or assigned by the Vendor without his first having obtained the written consent of the Parks and Recreation Department so to do.

**LIABILITY OF THE CITY.** The City shall not be liable for any damage to persons or properties in the space leased exclusively to the Vendor. The Vendor shall agree that all personal property upon the demised premises shall be at the risk of the Vendor only and that the City shall not be liable for any damage thereto or loss or theft thereof.

**RELATION TO CITY.** It is the intent of the parties hereto that the Vendor shall be legally considered as an independent contractor and that neither he nor his employees/volunteers shall, under any circumstances, be considered servants or agents of the City, and that the City shall at no time be legally responsible for any negligence on the part of said Vendor, his servants or agents, resulting in either personal or property damage to any individual, firm or corporation.

**INSURANCE CONSIDERATIONS AND LANGUAGE.** To insure compliance with this contract, the City requires Vendor to carry adequate insurance coverage in the amount of one million dollars (\$1,000,000) of general liability and at least five hundred thousand dollars (\$500,000) of workers compensation coverage with a company or companies acceptable to the City and the Parks and Recreation Department. The Vendor's insurance coverage shall list the City of Morristown/Parks and Recreation as both additional insured and certificate holders for the duration of this contract and proof of same shall be furnished to the City.

**MEETINGS.** Meetings shall be held at a place and time to be designated and agreed upon mutually by the Vendor and the Director, for the purpose of discussing current operational problems, presentation of official requests for changes in schedules, accommodations, prices, portions, products, or policies, and other pertinent business which may arise.

The Parks and Recreation Department will be represented at these meetings by the Director or his authorized administrative representative and such subordinate supervisory personnel fully acquainted with field operations as he shall designate.

**INSPECTION.** The Vendor shall allow the Director, or such other person as may be designated, access to the premises at all reasonable hours for the purpose of

examining and inspecting said premises, or making necessary building repairs, or for any other purpose, not unduly affecting the operation of the Vendor's business.

**SIGNS.** The Vendor, at all locations now existing or hereafter used for the purposes of providing the services specified herein shall erect suitable signs, approved by the Director and in compliance with the City's sign ordinance, informing the public of the nature of the services provided at any such location and the name of the Vendor furnishing the service. The Vendor shall post approved signs listing the type of concession provided and the applicable prices.

The Vendor shall place no sign or advertisement upon any property of the Parks and Recreation Department or upon any vehicle operated by the Vendor under the provisions hereof except such as shall have first been approved in writing by the Director, and the Parks and Recreation Department, through its agents, shall have the right, without notifying the Vendor, to remove at the cost and expense of the Vendor any sign or signs that may be erected without the consent aforesaid.

CITY OF MORRISTOWN

\_\_\_\_\_ Date: \_\_\_\_\_  
City Administrator

MORRISTOWN PARKS AND RECREATION  
DEPARTMENT

\_\_\_\_\_ Date: \_\_\_\_\_  
Director of Parks & Recreation

VENDOR

\_\_\_\_\_ Date: \_\_\_\_\_  
By: \_\_\_\_\_ Title: \_\_\_\_\_

## Schedule A Subject Parks

Popkin Fields  
Frank Lorino Park Softball Fields  
Frank Lorino Park Challenger Field  
Frank Lorino Park Baseball  
Frank Lorino Park Soccer Fields  
Frank Lorino Park Football Fields



## Morristown City Council Agenda Item Summary

**Date:** March 1, 2022

**Agenda Item:** Approve the Work Authorization for Michael Baker International, Inc for professional services related to the creation of an Airport Layout Plan pursuant to FAA requirements.

**Prepared By:** Andrew Ellard

**Subject:** Airport Layout Plan

**Background:** Periodically, airports are required to update their Airport Layout Plans, which take into account the infrastructure in place and the active air traffic at the airport. The results of the plan play a significant role in establishing Capital Improvement Plans for the coming years. The FAA and TDOT Aeronautics Division are involved in the approval of both the Layout Plan and updates to the CIP.

Michael Baker International, Inc and the City have a five year master service agreement for projects related to the airport, which runs through December 2022.

**Findings/Current Activity:** This project will overlap into at least three different fiscal years and possibly four. It will get underway in the current fiscal year, and the first 12-months will largely focus on gathering data of air traffic at the airport. The project is anticipated to be finished in late summer 2024.

**Financial Impact:** This project is 100% grant funded through FAA. Total cost: \$299,714.

**Action options/Recommendations:** Approve the Work Authorization.

**Attachment:** Work Authorization for Professional Services

**CITY OF MORRISTOWN**  
**Work Authorization for Professional Services**

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TAD PROJECT NUMBER: 32-555-0172-22  
TAD CONTRACT NUMBER: AERO-22-369-00  
FEDERAL GRANT NUMBER: 3-47-SBGP-59,64

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(Project Identification No.)

**22-1**

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(Work Authorization No.)

**Airport Layout Plan Update**

(Project Title)

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It is agreed to undertake the following work in accordance with the provisions of our Agreement for Professional Airport Services dated December 31, 2017.

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**Description of Assignment:**

This project involves a two-part scope of work that begins with an airport operations monitoring program of MOR takeoffs and landings by aircraft type. Using the operations data, a bi-monthly report will be prepared to summarize aircraft operations by type. Following a twelve-month monitoring period, a Critical Aircraft Analysis will describe the existing critical aircraft based upon the results of the operations monitoring. Depending upon the results of the critical aircraft analysis, either a Modification of Standards (MOS) or Airport Layout Plan (ALP) Update will commence following the twelve-month period to address airport design standards.

A full description of the project scope of work is provided in **Attachment A Scope of Services**.

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**Basis of Compensation/Period of Services:**

The total cost to perform these services is Two Hundred Ninety-Nine Thousand Seven Hundred and Fourteen Dollars and Zero Cents. (**\$299,714.00**) Invoicing is based upon prerequisite milestones as described in the scope of services. **Attachment B Cost Breakdown** provides a detailed breakdown of man-hours, direct expenses and subconsultants.

These services are proposed to begin on March 1, 2022 and conclude on February 15, 2024. The associated federal grant end date is January 1, 2026. A detailed schedule is included as **Attachment C – Project Schedule**.

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Agreed as to description of assignment, basis of compensation, and period of services:

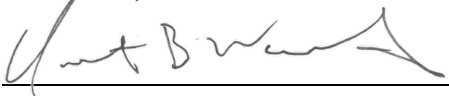
**CITY OF MORRISTOWN**

**MICHAEL BAKER  
INTERNATIONAL, INC.**

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**BY:**  \_\_\_\_\_

**TITLE:** Office Executive, Vice President

**DATE:** 2/18/2022

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Attachments:

**Attachment A – Scope of Services**

**Attachment B – Cost Summary**

**Attachment C – Project Schedule**

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**Airport Layout Plan Update**  
**Morristown Regional Airport**  
**Morristown, Tennessee**  
**TAD Project Number: 32-555-0172-22**

## **INTRODUCTION**

An Airport Layout Plan Update will be accomplished by City of Morristown, Tennessee (OWNER). This scope of services identifies requisite elements necessary to update the existing Airport Layout Plan (ALP) Drawing Set and prepare a Narrative Report for Morristown Regional Airport (MOR). By completing this Scope of Work, the documents required for Tennessee Aeronautics Division (TAD) review and conditional approval of future airport development plans including narrative report and forecast will be created.

This update will follow guidelines contained in Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5070-6B, Airport Master Plans, AC 150/5300-13A, Airport Design; FAA Engineering Brief No. 99A and 14CFR Part 77. The update will follow the Tennessee Department of Transportation (TDOT) ALP Review Checklist and the TDOT Exhibit A Review Checklists.

A 12-Month Activity Report with Critical Aircraft Analysis, Runway Safety Area Inventory (RSAI), Runway Safety Area Determination (RSAD), ALP Drawing Set, Exhibit A, Narrative Report and AGIS Submittal will be the final products of this study.

The 12-Month Activity Report will describe the results of an airport operations monitoring program of MOR takeoffs and landings by aircraft type. The Critical Aircraft Analysis will describe the existing critical aircraft based upon the results of the 12-Month Activity Report.

The Narrative Report will explain the reasoning behind and the important features of the ALP Drawing Set, and document the planning standards used. The report will consist of the following sections:

- Inventory, including known environmental conditions,
- Forecasts,
- Facility Requirements,
- Development Concepts/Alternatives,
- Airport Layout Plans, and
- Capital Improvement Plan.

The scope of services for this ALP Update are outlined below as Elements of Work and are described in more detail AC 150/5300-13A.

### **ELEMENT 1: 12-MONTH ACTIVITY REPORT AND CRITICAL AIRCRAFT ANALYSIS**

Prior to the initiation of Element 2, a 12-month study of airport activity will be conducted through a third-party monitoring service. Using ADSB data, this service will collect takeoffs and landing

by aircraft type at MOR. Following the 12-month period, a report will be provided to the consultant for the purposes of analyzing the existing critical aircraft at MOR. The critical aircraft is the most demanding aircraft with 500 takeoffs and landings over the 12-month period. The results of this Element will be determination of the existing critical aircraft and its corresponding Runway Design Code.

The consultant will provide reports every two months to TDOT Aeronautics of the number of operations by aircraft and their respective AACs and ADGs. A final report documenting this information along with the determination of the existing critical aircraft will be provided for TAD review and approval. If the critical aircraft is determined to be C-II through this analysis, the Modification of Standards will be applied for ROFA pertaining to the railroads inside the ROFA. No other elements of the project will be needed. If the critical aircraft is determined not to be C-II, TDOT will provide a notice to proceed / agree to move forward with the remaining elements.

## **ELEMENT 2: MODIFICATION OF STANDARDS**

If necessary, a Modification of Standards through ADIP (to include drawings/exhibits, reasoning in a brief narrative for why the MOS is needed, alternatives analysis, and cost estimates for each alternative) for the ROFA if it is determined that existing standards are RDC C-II. This element will only be initiated upon the determination that the existing critical aircraft is C-II in Element 1. The MOS must be completed and approved or denied before this element is considered complete.

## **ELEMENT 3: AIRPORT LAYOUT PLANS**

The ALP drawing set will be produced in accordance with Tennessee Department of Transportation (TDOT) ALP Review Checklist and the TDOT Exhibit A Review Checklists, where applicable. All drawings will be prepared in AutoCAD digital drawing format. Shading and other techniques will be used to indicate the phasing of airport improvement projects. The ALP Drawing Set will include topographic information obtained from TAD, USGS mapping, and mapping collected from Quantum Spatial survey described in Element 2. Drawings to be included in the drawing set are as follows:

- Title Sheet,
- Airport Data Sheet (shown on ALD if possible)
- Airport Layout Drawing (Existing and Ultimate),
- Terminal Area Plan,
- Inner Portion of the Approach Surface Drawings,
- Runway Profile with Line of Site Drawing, (standalone)
- Runway Departure Surface Drawings, (standalone)
- Airport Airspace Drawing,
- Land Use Drawing (Existing and Ultimate),
- Capital Improvement Plan Drawing, and
- Exhibit A Airport Property Inventory. (Described in Element 4)

#### **ELEMENT 4: EXHIBIT A PROPERTY INVENTORY MAP**

The Exhibit A Airport Property Inventory Map will be updated in accordance with FAA AC No 150/5100-17 and the TDOT Exhibit A checklist. The Exhibit A will include the existing airport boundary line and any easements. Any proposed land acquisition will be depicted. Each unique parcel will be identified in the property map including parcel data describing the grantor/grantee, type of interest or conveyance acquired (instrument), date acquired, purposed of acquisition, acreage, and deedbook recording. Any land acquired using federal or state funds will be identified by grant numbers if that information is available.

Based upon a review of the existing Exhibit A, a boundary surveyor will be subcontracted to prepare a plat and deed/title research of the airport boundary, adjacent property owners and easements. The subcontractor scope of work and cost must be reviewed and approved by TDOT, and a Letter of Subcontract Approval by the State must be received before any party can sign the subcontract.

#### **ELEMENT 5: AIRPORT GIS**

Aerial mapping and obstruction data will be collected by a subconsultant as detailed in Aeronautical Obstruction Survey proposal. The subconsultant will compile and submit a vertically guided airspace analysis to FAA Airport Data Information Portal (ADIP) and meet standards described in FAA AC No. 150/5300-16B, 150/5300-18B and 150/5300-17C. Mapping collected will also be used to update the ALP Drawing Set. If the critical aircraft is determined not to be C-II during Element 1, the consultant will acquire the subconsultant's Aeronautical Obstruction Survey proposal and provide it to TDOT Aeronautics review, edits, and approval. The consultant and subconsultant must receive the Letter of Subcontract Approval by the State before the subconsultant agreement can be signed by any party. The amount shown in the TAD approved subconsultant AGIS proposal plus the 10% subconsultant admin fee based on the approved proposal will be paid according to TAD's ALP Pay provisions

#### **ELEMENT 6 NARRATIVE REPORT AND FORECAST**

Pertinent data from the FAA, TAD, and other available sources will be collected and compiled. This will include both data relative to MOR and the surrounding community (such as land use plans and zoning regulations).

Known environmental considerations will be noted during the Inventory; however, a detailed environmental overview of potential impacts will only be prepared as a separate Environmental Assessment.

Socio-economic projections, past trends, and existing FAA and TAD forecasts will be reviewed and analyzed. The analysis will result in either the re-validation of a past forecast or the establishment of newer simplified forecasts including:

- Based aircraft by type and number;
- Local/itinerant and total operations;
- Current and future itinerant operations by existing and future critical aircraft,
- Total operations including operations by activity type.

- Annual instrument approaches,
- Existing and future critical aircraft determination,
- The forecasts will include a COVID-19 forecast adjustment discussion regarding based aircraft and operations.
- Forecasts will be forwarded to the TAD for review and approval no longer than 3 weeks prior to the 30% review meeting. Once approved, Element 3 will be initiated. If ARC changes as a result of the forecast, the forecast normally would be submitted for FAA approval as a standalone forecast prior to the 60% meeting however due to current FAA instructions (current being November 2021), the FAA MEM ADO does not want to review and approve forecasts until they are submitted into OE/AAA at the end of the project. TDOT will approve the forecast regardless of ARC change and submit it to the FAA with all project deliverables into OE/AAA at the end of the project.
- Data from FAA Form 5010, Airport Hangar Waiting Lists, fuel records, ADSB data (assumed available from Element 1) FAA Terminal Area Forecast (TAF), basedaircraft.com and Traffic Flow Management System Counts (TFMSC) will be used and provided in appendix as necessary.
- Existing and future critical aircraft will be determined and submitted to TAD for approval no later than three weeks from scheduled 30% meeting.

The re-validation of the existing and future critical aircraft anticipated to use over the course of the planning period (20 years) will be identified. This will then provide the airport design standards as defined in the FAA AC 150/5300-13A, Airport Design; FAA Engineering Brief No. 99A, Federal Aviation Regulation (FAR) Part 77; other FAA ACs and Orders as appropriate. Development of the ALP drawing set and will consider the following requirements:

- Runway length in accordance with guidelines described in FAA AC 150/5325-4B;
- Wind coverage (to verify appropriate crosswind coverage);
- Runway and taxiway width;
- Consideration of pavement needs and strength required;
- All appropriate runway to taxiway design standards;
- FAR Part 77 Imaginary Surfaces;
- Airfield marking,
- NAVAIDS, and,
- Instrument approach and lighting needs.

Additional analysis will be conducted (if required) to determine the requirements for the following facilities:

- T-hangar and open bay hangar space;
- Tie-down and transient aircraft apron;
- Terminal Facilities;
- Auto Parking;
- Fencing;
- Access Roads;
- Fuel storage;
- Navigational aids;
- Weather reporting capability;
- Maintenance requirements; and,

- Land acquisition.

Alternative development layouts will be produced on an as-needed basis, depending on the findings of the facility requirements. Any and all alternatives developed will comply with the applicable FAA design standards. A maximum of two (2) alternative layouts will be evaluated for each element analyzed. The Consultant will describe each alternative and the rationale for the selected alternative for inclusion in the ALP Update.

This task will update the Airport Capital Improvement Plan (CIP) that is submitted to the TAD annually. The CIP lists costs and timeframes of planned improvements at MOR and is required by outside agencies when applying for Federal and State funding assistance.

Developments recommended over the 20-year planning period will be classified in three general development phases. These phases represent the short (5 years), intermediate (10 years), and long-term (20 years) planning periods. The development costs will be broken into amounts eligible for Federal and State funding programs and amounts requiring local participation. Particular focus will be given to detailing estimated costs for short-term development projects. In the first five years, development costs will be shown on a year-to-year basis and prepared at a level of detail consistent with master planning. Cost estimates for intermediate and long term projects will be included as well at planning level basis using current day dollars and noted on the CIP in the narrative report. A detailed five-year CIP will be provided to TAD, a 20-year CIP will be included in the Narrative Report. The CIP will include milestones and triggering events, action items with a brief description of each project.

The chapters of the narrative report will be:

- Inventory, including known environmental conditions,
- Forecasts,
- Facility Requirements,
- Development Concepts/Alternatives,
- Airport Layout Plans, and
- Capital Improvement Plan.

## **ELEMENT 7: RUNWAY SAFETY AREA INVENTORY AND DETERMINATION**

Using AGIS topography survey a Runway Safety Area Determination and Inventory will be prepared following FAA ARP SOP 8.00 Standard Operating Procedure for Runway Safety Area Determination. Appendices A and B must be submitted per TAD milestones.

If deficiencies are found, the consultant/airport will provide the year in which the corrections to the RSA deficiencies will occur.

## **PROJECT DELIVERABLES**

Project deliverables will follow the following milestones prescribed by TAD as follows:

### **Deliverable #1: 12-Month Activity Report and Critical Aircraft Analysis**

- 1) Milestone: Project Initiation
  - Bi-monthly reports (Months 2, 4, 6, 8, and 10 for a total of 5 bi-monthly reports) = 90% (18% per bi-monthly report)
  - Final report with critical aircraft analysis and determination = 10% upon TAD approval and determination of the existing critical aircraft

### **Deliverable #2: Airport Layout Plans (Lump Sum)**

- (1) Milestone: Scoping Meeting
  - 12% of lump sum - Basis of Payment- Scoping meeting held
  - 3% of lump sum - Basis of Payment- Meeting Minutes received
- (2) Milestone: 30% Progress Meeting and existing Sponsor's airport layout sketches completed.
  - 12% of lump sum - Basis of Payment – 30% ALP digital set received
  - 3% of lump sum - Basis of Payment – 30% Progress meeting held and meeting minutes received
- (3) Milestone: 60% Progress Meetings, existing and ultimate layout sketches, and Aeronautics Engineering Approval; any changes at this point which would result in additional cost made must be approved in writing and signed by all affiliated parties.
  - 27% of lump sum - Basis of Payment - 60% ALP digital set received
  - 3% of lump sum – Basis of Payment - 60% Progress meeting held and meeting minutes received
- (4) Milestone: 90% Progress Meetings, 90% ALP draft and completed checklists for review by State Aeronautics Engineering. Must be submitted to the State six months prior to the grant end date.
  - 27% of lump sum - Basis of Payment – 90% ALP digital copy with Review Checklist completed by consultant received
  - 3% of lump sum - Basis of Payment - 90% Progress meeting held and meeting minutes received
- (5) Milestone: 100% ALP Plan Set submitted for FAA approval. Must be provided to the State for submission into OE/AAA no later than three months prior to the grant end date.
  - 10% of lump sum - Basis of Payment – Final Signed ALP submitted to

FAA.

### **Deliverable #3: Exhibit “A” Property Map (Lump Sum)**

- (1) 50% of lump sum - First submission  
Basis of Payment – Submitted to State with Review Checklist completed by the consultant
- (2) 40% of lump sum - Second submission

Basis of Payment – Submitted to State with Review Checklist items addressed by the consultant

(3) 10% of lump sum - Final

Basis of Payment - Exhibit “A” submitted to the

FAA/State

**Deliverable #4: Airports-GIS (Lump Sum)**

(1) Milestone: Imagery Acquisition

- 30% of lump sum - Flight, Basis of Payment- Invoice from the sub consultant and Statement of Work uploaded and approved in ADIP

(2) Milestone: 60% of lump sum - Basis of Payment- to be broken out below

- 20% of lump sum – Basis of Payment -Survey & Quality Control Plan Completed and verified by the Sponsor
- 20% of lump sum- Basis of Payment - Notification of Imagery Data shipped shown in Airport Data and Information Portal (ADIP)
- 20% of lump sum- Basis of Payment -Imagery Plan, and, Imagery Data and Survey uploaded in ADIP (Survey tab)

(3) Milestone: Final Submission

- 10% of lump sum - Basis of Payment- Final Report and Verification

approved in ADIP

**Deliverable #5: Narrative Report with or with a Standalone Forecast (Lump Sum)**

(1) Milestone: First Submission at 30% ALP meeting submitted to the State not later than three weeks prior to the schedule 30% meeting.

- 30% of lump sum - Basis of Payment-Forecast, 5010, TAF, TFMSC, Hangar waitlist, and Existing Conditions/Inventory Chapter submitted to the State for review.
- Forecast approved by the State and, as needed by the FAA.

(2) Milestone: Second Submission at 60% ALP meeting submitted to the State not later than three weeks prior to the schedule 60% meeting.

- 50% of lump sum - Basis of Payment- Completed draft Narrative Report with any remaining chapters submitted to State with Narrative Report Checklist completed by the consultant.

(3) Milestone: Third Submission at 90% ALP meeting

- 10% of lump sum - Basis of Payment- Narrative Report submitted to State with Narrative Report Checklist completed by the consultant. Must be submitted to the State six month prior to the grant end date.

(4) Milestone: Final Submission

- 10% of lump sum - Basis of Payment- revised Narrative Report and completed checklist submitted to the FAA. Responses completed. Must be provided to the State for submission into OE/AAA no later than three months prior to the grant end date.

TAD and FAA will need one signed hard copy each. Digital copies of the final conditionally approved ALP set will need to be provided to TAD, FAA, and the sponsor.

Project deliverables (Draft and final copies of the ALP set, Narrative/forecast, Exhibit A, and RSAI/RSAD) must be submitted with the corresponding TAD checklists.

Digital AutoCad file of the Exhibit A to be provided to TAD at the end of the project.

Airport will be asked if digital signatures can be used for signing the final ALP set.

Three paper copies of the ALP Set and Narrative Report will be provided to the Airport.

### **Deliverable #6 – Runway Safety Area Inventory/Determination**

- 1) Milestone: First submission no later than three weeks prior to the scheduled 30% ALP meeting
  - 50% of lump sum - Basis of Payment- Runway Safety Area Inventory / Determination submitted to State
- 2) Milestone: Second Submission at 30% ALP meeting
  - 40% of lump sum - Basis of Payment- Revised Runway Safety Area Inventory / Determination submitted to State and submission to the FAA
- 3) Milestone: FAA Determination
  - 10% of lump sum - Basis of Payment- FAA determination received for the Runway Safety Area Inventory / Determination

### **Deliverable #7 – Modification of Standards**

- 1) Milestone: First submission to TAD with corresponding checklist.
  - 50% of lump sum - Basis of Payment- MOS submitted to State
- 2) Milestone: Second Submission to FAA with corresponding checklist and all deliverables into ADIP MOS portal
  - 40% of lump sum - Basis of Payment- MOS submission to the FAA through ADIP
- 3) Milestone: FAA Determination
  - 10% of lump sum - Basis of Payment- FAA/State determination of MOS

### **MEETINGS and COORDINATION**

Four (4) meetings with TAD are assumed for the ALP Update described in this scope of services. These meetings include Scoping Meeting, and three progress meetings at 30%, 60% and 90% completion. Consultant will conduct general coordination with TAD officials and Owner as necessary during the course of this project in order to clarify requirements, understand needs, and gain consensus on changes necessary. All planning documents will be submitted to TAD three weeks in advance of any scheduled meetings. Currently meetings will be conducted virtually or in person if COVID restrictions allow. Time for these meetings are included in the previous elements.

### **TRAVEL EXPENSES**

All travel related expenses including, but not limited to, vehicle mileage and lodging on an as-needed basis. These expenses are included in the previous elements.

**ATTACHMENT B  
COST BREAKDOWN  
FOR  
MORRISTOWN REGIONAL AIRPORT  
AIRPORT LAYOUT PLAN UPDATE  
TAD PROJECT NUMBER: 32-555-0172-22**

	ELEMENT 1	ELEMENT 2	ELEMENT 3	ELEMENT 4	ELEMENT 5	ELEMENT 6	ELEMENT 7	
	12-MONTH ACTIVITY REPORT AND CRITICAL AIRCRAFT ANALYSIS	MODIFICATION OF STANDARDS	AIRPORT LAYOUT PLANS	EXHIBIT A PROPERTY MAP	AIRPORTS-GIS	NARRATIVE REPORT WITH FORECAST	RSAI Determination	TOTAL
CLASSIFICATION	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS
Sr. Project Manager	4	4	32	8	8	16	8	80
Project Manager	16	8	72	4	4	64	4	172
Sr. Planner	24		40	40	0	96	0	200
Planner	40	16	160	0	0	140	24	380
Designer	0	16	160	0	16	80	24	296
Technician	0		0	0	0	0	16	16
Admin	0		0	0	0	0		0
<b>TOTAL HOURS</b>	<b>84</b>	<b>44</b>	<b>464</b>	<b>52</b>	<b>28</b>	<b>396</b>	<b>76</b>	<b>1144</b>
<b>TOTAL LABOR COST</b>	<b>\$13,444</b>	<b>\$6,356</b>	<b>\$66,976</b>	<b>\$8,680</b>	<b>\$4,040</b>	<b>\$59,576</b>	<b>\$9,880</b>	<b>\$168,952</b>
<u>DIRECT EXPENSES</u>								
Travel	\$0		\$2,500	\$0	\$0	\$2,500	\$0	\$5,000
Shipping/Express Mail	\$0		\$200	\$0	\$0	\$200	\$0	\$400
Printing Costs	\$0		\$900	\$100	\$0	\$1,000	\$0	\$2,000
Study Data	\$0		\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,600</b>	<b>\$100</b>	<b>\$0</b>	<b>\$3,700</b>	<b>\$0</b>	<b>\$7,400</b>
<u>SUBCONSULTANTS</u>								
12-Month Survey	\$6,000			\$0	\$0	\$0	\$0	\$6,000
Boundary Surveyor				\$20,000	\$0	\$0	\$0	\$20,000
AGIS SURVEY				\$0	\$79,420	\$0	\$0	\$79,420
Subconsultant Admin Fee (10%)	\$600	\$0	\$0	\$2,000	\$7,942	\$0	\$0	\$10,542
<b>TOTAL EXPENSES</b>	<b>\$6,600</b>	<b>\$0</b>	<b>\$3,600</b>	<b>\$22,100</b>	<b>\$87,362</b>	<b>\$3,700</b>	<b>\$0</b>	<b>\$123,362</b>
<b>TOTAL COSTS</b>	<b>\$20,044</b>	<b>\$6,356</b>	<b>\$70,576</b>	<b>\$30,780</b>	<b>\$91,402</b>	<b>\$63,276</b>	<b>\$9,880</b>	<b>\$299,714</b>

**ATTACHMENT C  
PROJECT SCHEDULE**

<b>PROJECT SCHEDULE</b>	
<b>AIRPORT NAME:</b>	MORRISTOWN REGIONAL AIRPORT (MOR)
<b>PROJECT DESCRIPTION:</b>	ALP UPDATE 2025
<b>PROJECT SCHEDULE PREPARED BY:</b>	MICHAEL BAKER INTERNATIONAL
<b>WORK DESCRIPTION:</b>	UPDATE AIRPORT LAYOUT PLAN
<b>1 Project Application Submittal:</b>	11/3/2021
<b>2 Grant Execution:</b>	1/1/2022
<b>3 Scoping Meeting:</b>	2/1/2022
<b>4 Notice to Proceed (anticipated)</b>	3/1/2022
<b>5 Element 1 - 12 Month Activity Report and Critical Aircraft Analysis. By monthly reports will be submitted to TAD.</b>	4/1/2022 - 4/1/2023
<b>5 AGIS Scope Submittal and Flight Window (tentative)</b>	5/1/ to 6/1/23
<b>6 30% Progress Submittal - ALP Existing Conditions, Narrative Report – Inventory, Forecast, Critical Aircraft Submittal</b>	11/31/2023
<b>7 60% Progress Submittal (including all chapters of narrative report at a 60% level of completion)</b>	5/31/2024
<b>8 90% Progress Submittal including Narrative Draft Submittal</b>	8/15/2024
<b>9 100% FAA Submittal - No Later Than</b>	2/15/2024
<b>10 Grant End Date</b>	1/1/2026
<b>Submittal Review Meetings held 30 days after Submittal date.</b>	

Draft Schedule should be reviewed and updated at Notice to Proceed.



## Morristown City Council Agenda Item Summary

**Date:** March 1, 2022

**Agenda Item:** Approve the Work Authorization for Design Innovation for professional services in preparation for renovation of kitchens at Fire Stations No 1 and No 2.

**Prepared By:** Andrew Ellard

**Subject:** Fire Station Kitchen Renovation Preliminaries

**Background:** Kitchen renovation and exterior trim work for station no. 1 was anticipated in the FY22 budget. Both will require stamped drawings based on estimated job costs, but estimates for the exterior trim work now exceed what was budgeted. Plans now include deferring the trim to the FY23 budget and adding the kitchen for station no. 2 to this project, which otherwise would have been proposed for FY23.

**Findings/Current Activity:** Proposed work at station no. 1 will allow for dedicated pantry space for each shift and will replace well-worn cabinets and countertops.

**Financial Impact:** \$3,800.00.

**Action options/Recommendations:** Approve the Work Authorization.

**Attachment:** Proposal/Work Authorization for Professional Services

## Architectural / Engineering Proposal for: Morristown Fire Department Station 1 & 2 Kitchen Renovations

DIA Project Number: 22001

Andrew Ellard  
100 West First North Street  
Morristown, TN 37814

Dear Mr. Ellard,

Thank you for the opportunity to assist you with the kitchen renovations for Fire Station 1 and 2. We offer the following:

**SCOPE OF PROJECT:** This project consists of the complete demolition and replacement of kitchen millwork. All new kitchen components will be in full compliance with ADA as well as the locally adopted building codes for accessibility. The new kitchen configuration for fire station #1 will add (1) additional refrigerator, in addition to all the associated plumbing and electrical connections per code. All other existing plumbing and electrical lines are to remain in place. Fire station #2 is a smaller kitchen that will be similar scope to fire station #1 excluding the addition of MEP connections for an additional refrigerator.

**SCOPE OF SERVICES:**

1. DIA will provide stamped construction documents for the purpose of bidding and building permit for construction.
2. DIA will provide hourly as needed assistance for bidding.
3. DIA will provide hourly as needed assistance for construction administration services.
4. DIA does not anticipate the need for mechanical, plumbing, and electrical design services, but if such services are needed, they shall be provided as an additional service.

**EXCLUDED SERVICES:**

1. Surveying
2. Interior Design and FFE Services
3. Work in other portions of the (2) kitchens other than those delineated in the attached scope description on an hourly basis.
4. Any design consultants other than those specifically mentioned as included above.

**COMPENSATION:** The services listed above as Basic Service for construction documents will be provided on a lumpsum basis with a fee of Three Thousand Eight Hundred Dollars (\$3,800.00). The other services listed above as will be provided on an hourly as required basis. See attached for our standard hourly rates, typical reimbursables, and other terms and conditions for your reference.

**SCHEDULE:** The work will begin in April 2022 at the earliest availability.

We hope this proposal is clear and acceptable to you. Should you have any questions or wish to discuss any part of it, please do not hesitate to call. Upon your approval of this letter, this can act as our form of agreement for this portion of the work by signing below and returning it to our office.

Sincerely,  
Design Innovation



(Signature)

Gregory S. Campbell, AIA, LEED®AP  
Executive Vice President

(Printed Name and Title)

OWNER / CLIENT

(Signature)

(Date)

(Printed Name and Title)

GSC  
Attached  
EC: Faris Eid, Nada Kuchinic; Design Innovation

City of Morristown  
County of Hamblen

INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF MORRISTOWN AND HAMBLEN COUNTY

JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between the City of Morristown Police Department and Hamblen County Sheriff's Department.

The City of Morristown Police Department and the Hamblen County Sheriff's Department have agreed to the MPD Rapid Trauma Response Program. The goal of this project is to provide to the City of Morristown Police Department officers a durable and ready-to-deploy pack for response to incidents involving trauma containing emergency supplies focused on bleeding control and first aid.

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**WHEREAS**, the COUNTY'S share of the grant funds is \$8,442.50 from the JAG award for the City of Morristown Police Department and Hamblen County Sheriff's Department: and

**WHEREAS**, the COUNTY believes it to be in its best interest to allow the CITY to retain the COUNTY'S share of the grant funds, upon which the CITY will reallocate all of the JAG funds for the City of Morristown Police Department. A total of \$16,885.00.

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

**Section 1**

HAMBLEN COUNTY agrees to allow CITY OF MORRISTOWN to retain the COUNTY'S share of JAG funds in the amount of \$8,442.50, a total of \$16,885.00, for the purpose of allowing the CITY OF MORRISTOWN to use the sum total of the JAG funds to provide the Morristown Police Department officers a durable and ready-to-deploy pack for response to incidents involving trauma containing emergency supplies focused on bleeding control and first aid. This program will include the purchase of one hundred each of the specialist half-day backpacks, "Stop the Bleed" medical trauma kits and tethered medium penlights. for the City of Morristown Police Department. The City of Morristown Police Department, as the fiscal agent, will collect the data required for the quarterly accountability metrics at [www.bjaperformancetools.org](http://www.bjaperformancetools.org). This project timeline is October 1, 2020-September 30, 2022, as stated in the JAG 2021 Local Solicitation.

## **Section 2**

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the State of Tennessee Governmental Tort Liability Act.

## **Section 3**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the State of Tennessee Governmental Tort Liability Act.

## **Section 4**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

## **Section 5**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

## **Section 6**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

City of Morristown

Hamblen County

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City Mayor

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County Commissioner or County Mayor

## **LEASE AGREEMENT**

THIS AGREEMENT is made as of this 1st day of March, 2022, by and between MORRISTOWN UTILITIES COMMISSION, an entity created by the private acts of the Tennessee Legislature for 1901, hereinafter called "LESSOR", and the City of Morristown, hereinafter called "LESSEE".

WHEREAS, the Lessor hereby agrees to lease unto Lessee and Lessee does hereby agree to take and lease from Lessor the following described property: A twenty-four hundred square foot (2,400 sq. ft.) portion of the third or upper floor of the Morristown Utilities Commission located at 441 West Main St., Morristown, Tennessee, along with rights of ingress and egress to and from the leased premises. The building is commonly known as the Main Office (hereinafter, "property" and/or "premises").

WHEREAS, the Lessor hereby agrees to lease the premises to Lessee at no charge and in lieu of any payment for rent by Lessee to Lessor, the Lessee agrees to subscribe to FiberNet retail services upon the Lessee relocating from the leased premises to another location and/or its permanent business location.

WHEREAS, the parties intend to enter into this Agreement as stated above and additionally comply with the following provisions:

### **1. TERM OF LEASE**

(a) The initial term of this lease shall commence on the 7th day of March, 2022, (the "Commencement Date") and end at 12:00 midnight on the 30th day of September, 2022, unless sooner terminated by Lessor or Lessee as herein provided.

(b) Lessee shall have the right of possession of the leased premises on the Commencement Date of the term.

(c) Prior to the Commencement Date, Lessee shall have the right to access the leased premises in order to install its phone equipment, computer equipment, and furniture and anything else that is required in order for Lessee to occupy the leased premises by the Commencement Date.

## **2. COMPENSATION**

Lessor shall not charge any rental or fees to Lessee for its use of the leased premises in exchange for the Lessee's agreement to MU FiberNet retail services upon the relocation of the premises to Lessee's permanent location.

## **3. REAL ESTATE TAXES**

Not applicable

## **4. FIRE INSURANCE**

Lessor shall be responsible for fire or casualty insurance on the premises. Lessor may elect to maintain such insurance in such amounts and with such carriers as Lessor may deem appropriate for Lessor's sole protection of its property. Nothing in this paragraph shall be construed to make Lessor responsible for any loss occasioned by Lessee in the event of fire or other casualty.

## **5. GENERAL PUBLIC LIABILITY INSURANCE**

After the commencement date of the term of the lease, the Lessee shall, at its sole cost and expense, maintain comprehensive general public liability insurance, with limits of at least three hundred thousand dollars (\$300,000.00) per person and five hundred thousand dollars (\$500,000.00) per occurrence for bodily injury and one hundred fifty thousand dollars (\$ 150,000.00) for property damage. Such policies shall name the Lessor as an additional insureds, as its interests may appear. Within ten days after the date hereof, Lessee shall deliver to Lessor certificates of insurance certifying that such insurance is in full force and effect.

## **6. REQUIREMENTS OF LESSEE-INSURANCE**

All such policies shall, to the extent obtainable, contain an agreement by the insurers that such policies shall not be cancelled without at least ten days prior written notice to Lessor and to the holder of any mortgage to whom loss hereunder may be payable.

## **7. INSURANCE - RENEWALS**

Lessee shall promptly deliver to Lessor a certificate from the insurance carrier evidencing the renewal of each policy.

## **8. UTILITIES**

Lessor shall provide for water, sewer, electricity, Internet and phone services. Lessee shall pay for long distance or other miscellaneous communications services used, rendered or supplied upon or in connection with the leased property, and shall indemnify Lessor against any liability or damages on such account(s).

## **9. INTERIOR REPAIRS**

Lessee covenants that during the term of this lease, Lessee will, at its own cost, keep in good order and repair (and make such renewals thereof from time to time as may be necessary or advisable) the interior of said premises. Lessee shall be responsible for cleaning its premises and for removing its trash that it generates in the normal course of business.

Lessee further shall be responsible for keeping in good order and repair all fixtures and equipment installed by Lessee so as to reasonably prevent damage to the premises by malfunction or failure of such fixtures and/or equipment. Any repairs done to the premises called for under this paragraph shall be made promptly by Lessee, and as when necessary. All repairs and replacements done or required to be done by the Lessee herein shall be in quality and class at least equal to the original work. On default of Lessee in making such repairs or replacements, Lessor may, but shall not be required, to make such repairs and replacements for the Lessee's account, and the expense thereof shall constitute and be collectible as billed expense.

## **10. EXTERIOR REPAIRS**

Lessor covenants that during the term of this lease it will, at its own cost, keep in good order and repair the exterior of said building. Plate glass shall be considered an interior repair. Lessor shall also be responsible, without any reimbursement from Lessee, for maintaining in good order and repair the plumbing, HVAC, electrical, and sprinkler systems that service the premises and the building. Lessee shall also be responsible for cleaning the bathrooms.

## **11. ALTERATIONS TO PREMISES**

Lessee shall have the right to make changes or alterations to the leased premises, subject to the following conditions:

- (a) No change or alterations shall at any time be made which shall impair the structural soundness or diminish the value of the leased premises.
- (b) No change or alteration shall be made involving an expenditure in excess of Five Thousand Dollars and zero cents (\$5,000.00) without the written consent of Lessor, which consent shall not be unreasonably withheld conditioned or delayed.
- (c) Subject to the limitations in (b) above, Before commencing any change or alteration Lessee shall procure and deliver to Lessor the written consent of the holder of any mortgage covering the leased property to which this lease is subordinate.
- (d) No change or alteration shall be undertaken until Lessee shall have procured and paid for all required municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction.
- (e) All work done in connection with any change or alteration shall be done in a good workmanlike manner and in compliance with the building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, and the appropriate departments, commissions, boards and offices thereof, and in accordance with the orders, rules and regulations of the Board of Fire Underwriters or any other body now or hereafter constituted exercising similar functions, and Lessee shall

procure certificates of occupancy and other certificates if required by law.

(f) At all times when any change or alteration is in progress, there shall be maintained, at Lessee's expense, worker's compensation insurance in accordance with law covering all persons employed in connection with the change or alteration, and general liability insurance for the mutual benefit of Lessee and Lessor expressly covering the additional hazards due to the change or alteration.

## **12. FIXTURES**

Any improvement to the leased property or any part thereof and any replacement of fixtures and personal property during the term of this lease shall at once become the absolute property of Lessor without payment of any kind therefor; provided, however, fixtures installed by Lessee may be removed by Lessee where said removal may be done without materially damaging any part of the leased premises or where Lessor and Lessee agree in writing in advance of removal for Lessee to pay for or post a bond for any damage done by such removal.

## **13. DEFAULT**

Lessee further covenants that if said premises at any time be deserted, abandoned or closed or Lessee is in violation any covenant, provision or condition herein contained binding upon Lessee, Lessor shall have in addition to all other rights and remedies provided by law and pursuant to this Agreement, the right, without notice to Lessee, to enter and take possession of the premises, peaceably or by force, and to terminate this lease. Lessor shall have the right to terminate this lease at any time Lessee goes into bankruptcy or receivership or makes a general assignment for the benefit of its creditors.

## **14. DAMAGE BY FIRE**

In case of damage by fire or other casualty to the building in which the leased property is located, without the fault of Lessee, if the damage is so extensive as to amount practically to the total destruction of the leased property or such building, this lease shall cease, and the rent shall be apportioned to the time of the damage. In all other cases

where the leased property is damaged by fire or other casualty without the fault of Lessee, Lessor shall repair the damage within a reasonable time, and if the damage has rendered the leased property untenable, in whole or in part, it shall be in apportionment of the rent until the damage has been repaired. In determining what constitutes a reasonable time, consideration will be given to delays caused by strikes, adjustment of insurance and other causes beyond Lessor's control.

#### **15. CONDEMNATION**

If the whole of the leased property, or such portion thereof as will make the leased property unsuitable for the purposes herein leased, is condemned for any public use or purpose by any legally constituted authority, then in either of such events this lease shall cease from the time when possession is taken by such public authority and rental shall be accounted for between the Lessor and Lessee as of the date of surrender of possession. Such termination shall be without prejudice to the rights of either the Lessor or the Lessee to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither the Lessor or the Lessee shall have any rights in or to any award made to the other by the condemning authority.

#### **16. ASSIGNMENT**

Except as stated herein, Lessee shall not assign, mortgage or encumber this lease, nor sublet or permit the leased property or any part thereof to be used by others, without the prior written consent of Lessor in each instance. The Lessor specifically agrees in this initial Lease to consent to the Lessee's subletting of the premises to Sports Facilities Management and its agents and employees. The consent by Lessor to assignment or subletting shall not be construed to relieve the Lessee from obtaining the consent in writing of the Lessor to any further assignment or subletting.

## **17. DISCLAIMER AND ACCEPTANCE**

Neither the Lessor nor an agent of Lessor has made any representations with respect to the leased premises or any real estate of which same may be a part except as expressly set forth herein and no rights, easements or licenses are acquired by Lessee by implication or otherwise except as expressly set forth in the provisions of this lease. The taking of possession of the leased premises by Lessee shall be conclusive evidence that Lessee accepts the same "as is" and that the leased premises and the real estate of which same be a part were in good and acceptable condition at the time possession was taken, unless expressly provided for otherwise, hereinafter.

## **18. SURRENDER**

Lessee covenants that it will, upon the termination of this lease, deliver to Lessor the same premises and all appurtenances thereto peaceably and quietly in as good order and condition as same are or may hereafter be put by Lessor or Lessee, ordinary wear and tear and damage from fire not occasioned by the fault or negligence of Lessee, its agents or employees, excepted.

## **19. NON-WAIVER OF REMEDIES**

Lessee agrees that any failure of Lessor to insist upon strict observance of any covenant, provision or condition of this lease in any one or more instances shall not constitute or be deemed a waiver, at that time or thereafter, of such or any other covenant, provision or condition of this lease.

## **20. RIGHT OF ENTRY**

Lessor and its representatives may enter the leased property, at any reasonable time, for the purpose of inspecting the leased property, performing any work which the Lessor elects to undertake made necessary by reason of Lessee's default under the terms of this lease, and exhibiting the leased property for sale, lease or mortgage financing.

## **21. SUBORDINATE TO MORTGAGE**

This lease shall be subject and subordinate at all times to the lien of existing mortgages, if any, and of mortgages which hereafter may be made a lien on the leased property. Although no instrument or act on the part of Lessee shall be necessary to effectuate such subordination, Lessee will, nevertheless, execute and deliver such further instruments subordinating this lease to the lien of any such mortgages as may be desired by the mortgagee. Lessee hereby appoints Lessor his attorney-in-fact, irrevocably, to execute and deliver any such instrument for and on behalf of Lessee

## **22. HOLD HARMLESS**

Lessor shall not be liable for injury or damage to person or property occurring within the leased premises, unless caused by or resulting from the negligence of Lessor or any of Lessor's agents, servants or employees, or invitees.

## **23. CONSTRUCTION-LAW**

This lease shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee.

## **24. GENERAL CONSTRUCTION**

In construing this lease, feminine or neuter pronouns shall be substituted for those masculine form and vice-versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

## **25. JOINT AND SEVERAL**

If there is more than one party Lessee, the covenants of the Lessee shall be the joint and several obligations of each such party, and, if Lessee is a partnership, the covenants of Lessee shall be the joint and several obligations of each of the partners and the obligations of the firm.

## **26. PERSONS BOUND**

The covenants, terms, conditions, provisions and undertakings in this lease or in any renewals thereof shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, as if they were in every case named and expressed, and shall be construed as covenants running with the land; and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the heirs, executors, administrators, successors and assigns of such party, as if in each and every case so expressed.

## **27. REMEDIES CUMULATIVE**

The specified remedies to which Lessor may resort under the terms of this lease are cumulative and are not to be exclusive of any other remedies or means of redress to which Lessor may be lawfully entitled in case of any breach or threatened breach by Lessee of any provision or provisions of this lease.

## **28. ORAL MODIFICATION**

This lease, together with any written agreements which shall have been executed simultaneously herewith, contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this lease or in the simultaneous writings heretofore referred to. All prior understandings, terms or conditions are deemed merged in this lease. This lease cannot be changed or supplemented orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

## **29. SEVERABILITY**

If any provision of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.

**30. OPTION TO RENEW**

If this lease shall be in force and effect on the date of expiration of the original term, and Lessee shall have on that date fully complied with all the conditions contained herein, Lessee may elect to renew this lease for an additional period of six months. To exercise such election Lessee shall give Lessor notice in writing of such election at least thirty (30) days prior to the expiration of the original term.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement the day and year first above written.

**LESSOR**

Morristown Utilities Commission

By: \_\_\_\_\_  
Joseph S. Wigington  
Title: Genenral Manager / CEO

**LESSEE**

City of Morristown

\_\_\_\_\_  
By: Authorized Officer

## **Inspection and Maintenance Agreement**

### **(I&M Agreement)**

City of Morristown, TN

100 West 1<sup>st</sup> North Street

Morristown, TN 37814

(423) 581-0100

**Inspection and Maintenance Agreement (I&M Agreement)**

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of February, 2022, by and between H & S Real Estate, LLC hereinafter called the "Landowner", and  
(Insert Full Name of Owner)  
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as \_\_\_\_\_  
Parcel 76.20  
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book 1828 Page 287, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as Volunteer Medical Plaza  
(Name of Plan/Development)

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

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

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

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

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

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

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

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

WITNESS the following signatures and seals:

H&S Real Estate, LLC  
Company/Corporation/Partnership Name (Seal)

By: Odessa M. Brabson, Exec. Dir.

Odessa M. Brabson  
(Type Name)

Executive Director  
(Type Title)

State of Tennessee  
County of Hamblen

The foregoing Agreement was acknowledged before me this 17 day of Feb, 2022.

by Pamela Hurst  
Pamela Hurst  
Notary Public

My Commission Expires 9/25/23



Approved as to form:

Approved by the City:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

## **Inspection and Maintenance Agreement**

### **(I&M Agreement)**

City of Morristown, TN

100 West 1<sup>st</sup> North Street

Morristown, TN 37814

(423) 581-0100

**Inspection and Maintenance Agreement (I&M Agreement)**

THIS AGREEMENT, made and entered into this 11 day of FEBRUARY, 2022, by and between TN CITIES RESTAURANT GROUP LLC hereinafter called the "Landowner", and  
(Insert Full Name of Owner)  
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as 4378 EOLA AUBURN CIRCLE  
\_\_\_\_\_ as recorded by deed in the last land records of  
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book NPLAT Page 60, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as The Shops at Merchant's Greene Lot 6  
(Name of Plan/Development)

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

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

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

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

1. The on-site stormwater management/BMP facilities shall be constructed by the Landowner, its successors, and assigns, in accordance with the plans and specifications identified in the Plan and shall, upon construction completion, be certified as such by the Plan's Engineer of Record.
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are performing their design functions. Those maintenance procedures outlined in the Plan and the City's approved BMP guidelines shall be practiced at a minimum. Common maintenance shall include the removal of debris (leaves, lawn clippings, sticks, etc.) and trash after rainfall events, checking outlet structures for clogging and cleaning, as necessary, repairing erosive areas promptly upon observation, and removing accumulated sediment.

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

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

WITNESS the following signatures and seals:

TRADITIONS RESTAURANT GROUP LLC  
Company/Corporation/Partnership Name (Seal)

By: Jamey Hoeton

JAMEY HOETON  
(Type Name)

PRESIDENT CEO  
(Type Title)

State of TN

County of Washington

The foregoing Agreement was acknowledged before me this 11<sup>th</sup> day of Feb., 2022

by Jamey Hoeton

Cinda Byrd  
Notary Public

My Commission Expires 7/2/2024



Approved as to form:

[Signature]  
City Attorney

Date

Approved by the City:

Mayor

Date

## UNDERSTANDING

The City of Morristown requires professional design services to develop a new Community Center. The community center will include indoor aquatic elements, a gymnasium, fitness facilities, multi-purpose programming rooms, climbing elements, indoor walking track, community events space, a caterer's kitchen and supporting administrative spaces and locker rooms as outlined in Morristown Recreation Center program report dated January 2017 and updated drawings presented to City Council on May 23, 2019. As part of the scope the design consultant will develop architectural, aquatic, civil engineering and landscape plans required to obtain building permits and bid the project. This project will be developed as a design, bid and build project following the purchasing requirements of the City of Morristown. The community center will be developed on a site adjacent to the new public works compound and proposed park.

## APPROACH

The following methodology is one that we have found to be most efficient in the delivery of design services. It provides a strong framework to meet client expectations and establishes delivery goals for our design team. As with all of our projects, we will happily tailor any portion of our process to meet the unique needs of each of our clients, if desired.

### INITIAL PLANNING

#### **TASK 1. (Complete)**

To initiate the planning for the project will be to review previous building site needs studies and geotechnical reports developed by the city. This will be followed by a meeting with city staff to go over the proposed building and site development needs for the near term as well as long term for the community center. Following this meeting the design team will begin development of design alternatives.

Lose & Associates team members will meet with community planning and zoning staff to coordinate plan concepts. Concurrently, we will consult with requisite agencies regarding regulatory issues that may impact the plan and eventual construction.

#### **Conceptual Plan (Complete)**

A conceptual plan for the building will be developed based on the approved master plan concept plan that was developed along with the feasibility study. We will meet with city staff to review the master plan concept and refine the program for the building. As part of this meeting we will have our aquatic consultant attend the meeting and develop a more detailed scope for all pool components. Comments will be recorded and used to make adjustments to the original master plan floor plan and several pool options will be developed. The building and site plan will be updated to reflect the new program, and a follow up meeting will be held with city staff. Comments will be recorded and used to advance the plans to construction drawings.

## **TASK 2 CONSTRUCTION DRAWING PROCESS: DESIGN, ENGINEERING, PERMITTING, CONSTRUCTION ADMINISTRATION FOR THE COMMUNITY CENTER SUPPORTING SITE IMPROVEMENTS (Complete)**

### **Schematic Design:**

Schematic plans will then be developed to a 50% level and plan submittals made for buildings, pools, road, parking, grading, layout, utilities, details, etc. During this process, we will continue to coordinate with City permitting staff to expedite the permitting of the construction documents. Along with the preliminary plans, we will develop a preliminary 50% opinion of probable cost. We will also prepare a preliminary list of project drawings and specification sections anticipated for the final package. As the plans are completed, we will hold a review meeting with the Client team.

### **Construction Documents:**

90% Construction Document Preparation: Immediately following the receipt of the schematic review comments, recommended changes will be made, and preparation of the 90% Construction Documents will begin. We will continue coordination with requisite permitting agencies to develop permit submittal packages as soon as possible to expedite permitting. The plans and updated opinions of probable cost will be presented to the Client team for a 90% review meeting.

**Preparation of Final 100% Construction Plans:** Using the comments provided by the Client team and management, the design team will complete the construction plans for the project. The plans will be developed to a 100% level and submitted to the Client team, local permit offices, and state permit officials (if needed) for review and approval. Comments received from permit officials will be forwarded to the Client team along with the recommended remedial action proposed by the design team. Plans will then be modified to reflect codes comments and recreation staff comments and will be resubmitted to the codes officials for approval. Concurrent with the building plans being approved, pool plans will be permitted through the health department. Upon receipt of approved plans from codes officials and the health department, bid drawings, along with a bid specification manual, will be prepared for the project and the project will be ready for bidding when desired by the City.

**Bidding Services:** Bid drawings, along with a bid specification manual, will be prepared for the project. We will update our opinions of probable cost to reflect the changes that occurred during permitting for comparison when bids are opened. During the bid process, we will distribute bid documents and attend and facilitate a pre-bid meeting for the prospective contractors. We will respond to contractor questions and issue clarifications and addenda as necessary. We will assist the client in analyzing contractor bids and in the contract award.

### **TASK 3 CONSTRUCTION ADMINISTRATION AND CLOSE-OUT SERVICES** **(Amendment #2) (Ongoing)**

Construction Administration & Project Close-out Services shall be provided during the anticipated sixteen-month construction period (485 calendar days). The Construction Administration services are comprised of the following:

#### **Construction Administration:**

##### **Pre-Construction Meeting**

*Lose will attend and participate in a Program Manager led Pre-Construction meeting with the Owner, Program Manager, and General Contractor.*

##### **Owner-Architect-Contractor (OAC) Progress Meetings**

*Lose will attend and participate in a Program Manager led OAC meeting held monthly over the anticipated sixteen-month construction period.*

##### **Client Progress Presentations**

*Lose will present up to three progress briefings to the Client over the anticipated sixteen-month construction period. The presentations will be provided in person with a digital slide show for supporting, visual information.*

##### **Site Observations**

*Lose will observe site conditions and document findings in conjunction with the OAC progress meetings.*

##### **Shop Drawing & Submittal Review & Responses**

*Lose will review and respond to shop drawing submittals that comply to the construction documents. Lose will coordinate shop drawing review and responses with mechanical, electrical, aquatic, and structural consulting engineers that comply to the construction documents.*

##### **Review and Response to Requests for Information (RFI's)**

*Lose will review and respond to RFI's that are relevant to the project contract documents.*

##### **Construction Change Order Reviews**

*Lose will review change order requests and provide the owner with a recommendation.*

##### **Payment Application Review**

*Lose will review payment applications in conjunction with the monthly OAC progress meetings.*

#### **Close-Out Services:**

##### **Substantial Completion Review**

*Lose will provide a substantial completion review of the project, upon the request of the contractor. Lose will provide a report of the substantial completion review findings in the form of a punch list.*

##### **Final Completion Review**

*Lose will provide a final completion review of the project, upon punch list completion, at the request of the contractor.*

##### **Operations & Maintenance (O&M) Manuals & Warranty Review**

*Lose will review contractor provided O & M manuals and warranties as required by the contract documents.*

#### **TASK 4 - CONSTRUCTION DRAWING PROCESS: DESIGN, ENGINEERING, PERMITTING FOR THE COMMUNITY CENTER ROADWAY EXTENSION. (Amendment #3)**

**Roadway Geometric Design and Preliminary Engineering:** Immediately following the receipt of the survey provided by the City we will begin design of the proposed roadway from the existing roundabout at Durham Landing to Veterans Parkway. Design will include roadway horizontal and vertical alignments, grading, utilities, storm water, details, etc.

**Construction Documents:** Construction Document Preparation: Immediately following the receipt of any preliminary engineering review comments, recommended changes will be made, and preparation of the 90% Construction Documents will begin. We will continue coordination with requisite permitting agencies to develop permit submittal packages as soon as possible to expedite permitting. The plans will be presented to the Client team for a 90% review meeting.

**Preparation of Final 100% Construction Plans:** Using the comments provided by the Client team and management, the design team will complete the construction plans for the project. The plans will be developed to a 100% level and submitted to the Client team, local permit offices, and state permit officials (if needed) for review and approval. Comments received from permit officials will be forwarded to the Client team along with the recommended remedial action proposed by the design team. Plans will then be modified to reflect codes comments and will be resubmitted to the codes officials for approval.

**Preparation of Change Order:** Upon receipt of approved plans from codes officials, we will prepare a Change Order for the new work to be included in the current construction contract for the Community Center. We will respond to contractor questions and issue clarifications and plan revisions as necessary. We will assist the client in analyzing contractor pricing and present to City Council once pricing is provided from the contractor.

**Construction Administration Services:** Construction administration services shall be provided to cover the additional six-month construction period anticipated for the new road extension (180 calendar days). The Construction Administration services will be provided as described in Task 3 above.

#### **TASK 5 - CONSTRUCTION DRAWING PROCESS: DESIGN, ENGINEERING, PERMITTING FOR THE COMMUNITY CENTER NEW MONUMENT SIGN AT DURHAM LANDING. (Amendment #3)**

**Monument Sign:** Using previously approved schematic drawings, we will design the proposed monument sign at the intersection of Durham Landing and Merchants Greene Blvd. Services to include design for layout and materials, electrical for lighting and surrounding landscaping.

**Construction Documents:** Construction Document will be prepared following the receipt of any preliminary review comments or staff changes from the schematic design. We will coordinate with requisite permitting agencies to develop permit submittal packages as soon as possible to expedite permitting.

**Construction Administration Services:** Construction administration services shall be provided concurrently with the new road extension. The Construction Administration services will be provided as described in Task 3 above.

# PROJECT FEES

Project fees are provided below for each of the items outlined in the scope of services.

<u>Item</u>	<u>Fee</u>
TASK 1. Community Center and Aquatics Facility Programming and Concept Plan	Complete
TASK 2. Community Center and Aquatics Facility Construction Document (Complete Schematic to 50% level, 90& 100% drawing, permitting & bidding. Fee includes cost of aquatic consultant)	5.75 % of Construction Cost x 75% Less previously billed amount
TASK 3. Construction Administration and Close-out Service (Amendment #2)	\$350,000.00
TASK 4. Road Extension (Amendment #3)	\$169,000.00
TASK 5. Monument Sign (Amendment #3)	\$18,000.00

Project fees will be invoiced monthly as a percentage of completion. When in-kind labor or donated materials are used in conjunction with a project or should the awarded project bid be below our final opinion of probable cost, the actual construction value for billing will be determined using the current copy of *Means Site and Architectural Cost Estimating* publications.

In addition to the fees quoted for professional services, reimbursable expenses will be charged as outlined on our following rate schedule.

## Reimbursable Expenses

Prints	cost
Postage and Shipping	cost
Mileage and Travel Expenses	cost
Copies	cost

**Should additional services be requested, beyond the scope provided above, we will prepare a separate fee for those services based on the following hourly rate schedule.**

## **LOSE & ASSOCIATES, INC.**

HOURLY RATE SCHEDULE (for use with all hourly agreements and for Additional Services)

### **Professional Services Hourly Rate**

Principal/President.....	\$240.00
Executive Vice President.....	\$220.00
Vice President.....	\$200.00
Division Director I .....	\$185.00
Division Director II .....	\$160.00
Marketing Director.....	\$110.00
Senior Landscape Architect, Architect, Engineer, and Planner .....	\$140.00
Certified Park & Recreation Specialist, Engineer Specialist, Project Coordinator	\$110.00
L A I, Architect I, Engineer I, Project Manager I.....	\$115.00
LA II, Architect II, Engineer II, Project Manager II.....	\$110.00
Land Planner I, Intern Architect I, Engineer in Training I	
BIM Specialist, GIS Specialist I, Assistant Graphic Designer I .....	\$95.00
Land Planner II, Intern Architect II, Engineer in Training II	
GIS Specialist II, Assistant Graphic Designer II .....	\$90.00
Technician I.....	\$80.00
Interior Designer .....	\$95.00
Technician II .....	\$75.00
Assistant Accounts Manager, Administrative Assistant I.....	\$60.00
Administrative Assistant II .....	\$35.00

### **Reimbursable Expenses**

Consultants' Services	cost
Prints cost + 10%	
Long Distance Telephone Charges	cost
Postage and Shipping	cost
Mileage and Travel Expenses	cost
Copies	cost

January 1, 2019

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost plus 10%. These rates are current until January 1, 2020, at which time they may be adjusted by the Design Professional.

# The City of Morristown

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## Memorandum

Clark Taylor, Fire Chief   nt



TO: Mayor Gary Chesney  
City Council

FROM: Clark Taylor

DATE: March 1, 2022

RE: Request for Fire Department Promotions

I am requesting Council's appointments, from qualified candidates, to fill vacancies at the following ranks:

- Lieutenant
- Engineer/Driver

These appointments are necessary due to a recent retirement of a Lieutenant.

These promotions will come from the current Civil Service Lieutenant Roster and Fire Engineer/Driver Roster (see attached).

I am prepared to make recommendations to these positions.

I would like these to be effective on or after March 13, 2022.

Thank you,

Clark Taylor  
Fire Chief

# The City of Morristown

## Memorandum

Clark Taylor, Fire Chief nt



## CIVIL SERVICE BOARD

P. O. BOX 1499 \* MORRISTOWN, TN 37816

### FIRE DEPARTMENT ROSTER - LIEUTENANT

UPDATED ON MAY 11, 2021 TO REFLECT **TESTING**, HIRING AND/OR CORRECTIONS

<b>NAME</b>	<b>EXPIRES</b>
1 Nathan Atkins	3/31/22
2 Erich Morgan	3/31/22
3 David Smith	3/31/22
4 Terry Click	3/31/22
5 Gary Underwood	3/31/23
6 Doug Allison	3/31/23
7 Harold Shults	3/31/22
8 . Brandon Snyder	3/31/23
9 Nathan Best	3/31/23
10 Mike Simerly	3/31/22
11 Preston Mayes	3/31/23

new

For the Civil Service Board

A handwritten signature in black ink, reading "Lee E. Parker".

Lee Parker, Chairman

# The City of Morristown

## Memorandum

Clark Taylor, Fire Chief nt



## CIVIL SERVICE BOARD

P. O. BOX 1499 \* MORRISTOWN, TN 37816

### FIRE DEPARTMENT ROSTER - DRIVER

UPDATED ON MAY 11, 2021 TO REFLECT **TESTING**, HIRING AND/OR CORRECTIONS

	<b>NAME</b>	<b>EXPIRES</b>
1	Jason Hill	3/31/23
2	Michael Bowlin	3/31/23
3	Zachary Kilby	3/31/23
4	Sean West	3/31/23
5	Logan Horner	3/31/23
6	Brian Williams	3/31/22
7	Nathan McDaniel	3/31/23
8	Brad Cooper	3/31/23
9	Brian Trent	3/31/23

For the Civil Service Board

C: & £

Lee Parker, Chairman