

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
JUNE 2, 2015 – 5:00 P.M.**

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Mark Campbell, Chaplain Morristown Police Department

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

1. May 19, 2015

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. Public Hearing on the adoption of a Plan of Services for:
 - a. Resolution No. _____
A Resolution adopting a plan of services for the Annexation of Property located along the Southeast Intersection of Veterans Parkway and Merchants Greene Boulevard (State Route 474).
2. Ordinance No. 3519
An Ordinance to Annex Certain Territory and to Incorporate Same within the Corporate Boundaries of the City of Morristown, Tennessee; [Annexation of property located between Merchants Greene Boulevard (State Highway 474) and South Bellwood Road south of Veterans Parkway including portions of Hamblen County Tax Map Parcel 032 048 05900 and Hamblen County Tax Map Parcel 032 048 05901] with the Zoning Designation of Planned Commercial Development (PCD).]

9. **NEW BUSINESS**

9-a. **Resolutions**

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

1. Ordinance No. _____

An Ordinance of the City of Morristown, Tennessee Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2015 and Ending June 30, 2016.

{Public Hearing June 16, 2015}

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

1. Bid/Contract to Summers-Taylor, Inc. in the amount of \$130,490.00 for Stormwater Drainage Improvements Five Points at SR 343.
2. Bid/Contract to Summers-Taylor, Inc. in the amount of \$509,714.65 for Morristown Regional Airport Apron Rehabilitation.
3. Approve Agreement between City of Morristown and McGill Associates, P.A. (Engineer) for construction phase of the Farmers Market project for the following not-to-exceed costs: Construction Observation \$35,000; Construction Administration \$19,000.
4. Approve Geographic Information Systems Software Maintenance Agreement with ESRI in the amount of \$50,000.
5. Approve Change Order #1 in the amount of \$4,604.48 to Hale Construction, Inc. for additional plumbing connections required for CXT restroom at Farmers Market.

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

9-e. **New Issues**

10. **CITY ADMINISTRATOR'S REPORT**

1. Authorize the City Administrator to negotiate a property agreement with Douglas-Cherokee Economic Authority, Inc. for the Roberts School Building.

11. **COMMUNICATIONS/PETITIONS**

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

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

13. **ADJOURN**

City Council Meeting/Holiday Schedule:

Regular City Council Meeting with Work Session

June 16, 2015 (Tues) 4:00 p.m.

June 16, 2015 (Tues) 5:00 p.m.

July 3, 2015 (Friday)

July 7, 2015 (Tues) 5:00 p.m.

July 21, 2015 (Tues) 4:00 p.m.

July 21, 2015 (Tues) 5:00 p.m.

August 4, 2015 (Tues) 5:00 p.m.

August 18, 2015 (Tues) 4:00 p.m.

August 18, 2015 (Tues) 5:00 p.m.

Finance Committee Meeting

Regular City Council Meeting with Work Session

City Employee's Holiday (Independence Day)

Regular City Council Meeting with Work Session

Finance Committee Meeting

Regular City Council Meeting with Work Session

Regular City Council Meeting with Work Session

Finance Committee Meeting

Regular City Council Meeting with Work Session

WORK SESSION AGENDA
JUNE 2, 2015
5:00 p.m.

1. No Work Session Scheduled.

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
MAY 19, 2015**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, May 19, 2015, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Chris Bivens, Bob Garrett, Kay Senter, Dennis Alvis, Ken Smith and Tommy Pedigo present.

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

Councilmember Alvis made a motion to approve the May 5, 2015 minutes as circulated. Councilmember Senter seconded the motion and upon roll call, all voted "aye".

Councilmember Senter made a motion to approve the May 11, 2015 "Sine Die" minutes as circulated. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held regarding Ordinance No. 3504.09.

Councilmember Pedigo made a motion to approve Ordinance No. 3504.09 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3504.09

An Ordinance to Amend Ordinance Number 3504. The City of Morristown, Tennessee Annual Budget for the Fiscal Year 2014-2015 and Appropriate the Sum of \$10,000 related to clean-up of properties in violation of existing property maintenance Ordinances.

Councilmember Smith made a motion to approve Resolution No. 07-15. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Resolution No. 07-15

A Resolution to Adopt the FY2015-2016 Policy/Procedures Manual, for the City of Morristown Façade Grant Program.

WHEREAS, the City of Morristown is a recipient of Entitlement Funds for the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City of Morristown has an adopted Consolidated Plan, approved by HUD in effect through June 30, 2019; and

WHEREAS, \$35,000.00 was allocated in the approved Action Plan for FY 15-16 and is awaiting approval by HUD to continue the City's effort in assisting local business properties with exterior building rehabilitation and façade improvements; and

WHEREAS, it is the desire of the City to continue to utilize these funds to improve upon situations of urban blight and neighborhood stabilization through the façade grant program; and

WHEREAS, the 2015-16 Façade Grant Program is available to business properties within the defined Crossroads Downtown Partnership area and those properties having street frontage along South Cumberland Street between Morris Blvd. and Hwy 160 as depicted in the attached Exhibit A and Exhibit B; and

NOW, THEREFORE, BE IT RESOLVED, that The City of Morristown shall hereby adopt the **2015-16 Guidelines for the City of Morristown Façade Grant Program as shown on the attached Exhibit A and Exhibit B;**

BE IT FURTHER RESOLVED that this Resolution shall become effective upon its passage and approval.

Adopted during regular session of City Council this 19th day of May 2015.

Mayor

ATTEST:

City Administrator

Councilmember Garrett made a motion to approve Ordinance No. 3519 on first reading and schedule a public hearing relative to final passage of said Ordinance for June 2, 2015. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3519

An Ordinance to Annex Certain Territory and to Incorporate Same within the Corporate Boundaries of the City of Morristown, Tennessee; [Annexation of property located between Merchants Greene Boulevard (State Highway 474) and South Bellwood Road south of Veterans Parkway including portions of Hamblen County Tax Map Parcel 032 048 05900 and Hamblen County Tax Map Parcel 032

048 05901] with the Zoning Designation of Planned Commercial Development (PCD).]

Councilmember Senter made a motion to award the bid/contract in the amount of \$274,212.50 to Summers-Taylor for rehabilitation of bridge over Turkey Creek at South Henry Street, subject to TDOT concurrence. Councilmember LeBel seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to award the bid/contract in the amount of \$224,174.50 to Southern Constructors for rehabilitation of bridge over Turkey Creek at West 2nd North Street, subject to TDOT concurrence. Councilmember LeBel seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the agreement between City of Morristown and LDA Engineering for Service's During Construction in the lump sum fee of \$22,500 and Resident Project Representative Services in a not-to-exceed amount of \$45,000 for the 5-Points Storm Water Project. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Garrett made a motion to approve the agreement between the City of Morristown and Strategic Services for Architect/Engineering Consulting Services. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the design and bid services agreement between the City of Morristown and Michael Baker Jr. Inc. for rehabilitation of two six-unit T-hangers, one ten-unit T-hangar, and one double box hangar at Morristown Regional Airport in the not-to-exceed amount of \$38,826.00. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve agreement between the City of Morristown and Michael Baker Jr. Inc. for technical guidance and general coordinate to facilitate a managed Security Fencing Project at Morristown Regional Airport in the not-to-exceed amount of \$7,474.00. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Mayor Chesney made a motion to appoint Councilmember Dennis Alvis to the Ambulance Authority Board. Councilmember Garrett seconded the motion and upon roll call; Councilmembers Garrett, Bivens, Senter, Smith, Pedigo and Mayor Chesney voted "aye"; Councilmember Alvis "abstained".

Mayor Chesney appointed Councilmembers Tommy Pedigo, Chris Bivens, and Kay Senter as Chair, to the Finance Committee.

Mayor Chesney made a motion to re-appoint Alpha Alexander, Hank Smith and Joann Jenkins to the Parks & Recreation Advisory Board for a three (3) year term to expire June 1, 2018. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Mayor Chesney appointed Jack Kennerly to the Planning Commission to fill the unexpired term of Ken Smith, term expiring March 1, 2017.

City Administrator Tony Cox reported the following line item transfer(s) to Council:

- Transfer of \$919 from 110-42120-399 (Police Patrol & Traffic – Other Contracted Services) to 110-42110-413 (Police Supervision – Office Furniture).
- Transfer of \$7,500 from 126-42170-694 (Narcotics/Vice – Undercover Expenses) to 126-42170-695 (Narcotics/Vice – K-9 Dogs & Supplies).

Mayor Chesney advised Council that he has asked Councilmember Ken Smith to represent the City on the Crossroads Development Board.

Mayor Chesney adjourned the May 19, 2015 City Council meeting at 5:31 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR



Department of Community Development
100 West 1st North Street
Morristown, TN 37814
(423) 585-4620

TO: Mayor Gary Chesney
Vice Mayor Dennis Alvis
Councilman Robert Garrett
Councilman Kay Senter
Councilman Chris Bivens
Councilman Tommy Pedigo
Councilman Ken Smith
Mr. Tony Cox, City Administrator

FROM: Lori Matthews, Senior Planner *LM*

DATE: May 14, 2015

SUBJECT: Annexation Request

The Community Development Department has received an annexation request from Mr. John Bell and Ms. Elizabeth Bell Cooper for their properties located at the southeast intersection of Veteran's Parkway and Merchants Greene. Zoned A1 (Agricultural) by Hamblen County, the properties currently exist as wooded and undeveloped. This area of Hamblen County is within the City's Urban Growth Boundary with Merchants Greene Boulevard and Veteran's Parkway being City (incorporated) rights of way.

Mr. Bell's request is for annexation of his property, being a portion of Hamblen County Parcel ID # 032 048 05900, located along the south side of Veterans Parkway between Merchants Greene Boulevard and S. Bellwood Road having been addressed as 640 S. Bellwood Road. The portion under consideration is currently undeveloped and totals 18.61 acres.

Ms. Cooper's request is for annexation of her property, being a portion of Hamblen County Parcel ID # 032 048 05901, located between Merchants Greene Boulevard and S. Bellwood Road. The tract which is also undeveloped, adjoins Mr. Bell's property to the south as described above and is 18.03 acres in size.

Being adjacent to what is anticipated to be a mixed use commercial corridor, designation of these lands to Planned Commercial District (PCD) zoning within the Plan of Services will ensure that the future development of this corridor be maintained and continue as a pedestrian friendly gateway to the City. This zoning will encourage developers to provide above par designs and maintain open space when development occurs on the property.

The Plan of Services has been attached to this memorandum with regard to utilities (to be provided by Morristown Utilities Commission and Alpha-Talbott Utility District) and standard City services. No street rights of way are being considered at this time for this request nor will garbage pick up be necessary on behalf of the City for this site due to its intended (commercial/office) type use. Therefore, the cost associated at this time to the City for incorporation of these 36 acres is minimal.

STAFF RECOMMENDATION:

Staff sees this annexation as instrumental in development of this important corridor and gateway into the City. The Planning Commission at their May 12th meeting recommended the request be forwarded to City Council for approval of the Annexation Ordinance and Plan of Services Resolution.

Attachments as listed:

Letters of request, Power of Attorney, Boundary Survey, maps

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RESOLUTION NO. _____

**A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE
ANNEXATION OF PROPERTY LOCATED ALONG THE SOUTHEAST
INTERSECTION OF VETERANS PARKWAY AND MERCHANTS
GREENE (STATE ROUTE 474).**

PLAN OF SERVICES

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:

TO BE ZONED PCD - PLANNED COMMERCIAL DISTRICT.

Properties as Identified as being a portion of Hamblen County Tax Parcel ID #032 048 05900, (Whiteside-Barrett Subdivision) with current address being 640 South Bellwood Road containing 18 +/- acres; also included is that property being a portion of Hamblen County Tax Parcel ID# 032 048 05901, (Whiteside-Barrett Subdivision) with current address being 700 Merchants Greene Boulevard containing 18 +/- acres for a total of 36 +/- acres.

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.

a. Police

1. Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment, will be provided upon the effective date of annexation.
2. 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.

b. Fire

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.

c. Water

Water for potable use and fire protection will be provided in accordance with the current policies in effect for Alpha-Talbott Utility District.

d. Sanitary Sewer

The necessary collecting, intercepting and trunk sewers to serve the substantially developed annexed area(s) shall be in accordance with the current policies of Morristown Utilities Commission. Any extension of said sewers beyond that of the city's policies shall be at the expense of the property owner or property developer.

e. Electrical

Electrical service for domestic, commercial and industrial use will be provided and in accordance with current policies of Morristown Utility Commission.

f. Refuse Collection

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

g. Streets

1. Routine maintenance, on the same basis as in the present city, will begin in the annexed area when funds from the State gasoline tax based on the annexed population are received (usually July 1 following the effective date of annexation).
2. 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.

h. Inspection Services

Any inspection services now provided by the city (building, electrical, plumbing, gas, housing, weights and measures, sanitation, etc.) will begin upon the effective date of annexation.

i. Planning and Zoning

The planning and zoning jurisdiction of the city will apply to the annexed area in conjunction with the effective date of annexation. The Morristown Regional Planning Commission recommended the zoning designation of Planned Commercial District.

j. Street Lighting

Street lights will be installed under the standards currently prevailing in the existing city.

k. 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.

l. Miscellaneous

Street name signs where needed will be installed as new street construction requires.

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

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

Passed this the 2nd day of June, 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. 3519

ENTITLED AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MORRISTOWN TENNESSEE [Annexation of property located between Merchants Greene Boulevard (State Highway 474) and South Bellwood Road south of Veterans Parkway including portions of Hamblen County Tax Parcel 032 048 05900 and Hamblen County Tax Parcel 032 048 05901) with the Zoning Designation of Planned Commercial District.]]

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:

Beginning at an iron pin located along the western rights of way of S. Bellwood Road, being the northeast property corner of Hamblen County Tax Parcel ID 032 048 05906 (Jerry Lynn Ivy property), travel NE 65° 51' 48" 152.53 feet along the north property line of said tax parcel to the northwest property corner of same tax parcel;(which is a property corner common to Hamblen County Tax Parcel ID 032 048 05901); thence travel NE 65° 51' 47" 685.91 feet to a point along the north property line of Hamblen County Tax Parcel ID 032 048 05901; thence travel NE 03° 20' 02" 521.88 feet to a property corner of same parcel; thence travel NE 24° 17' 02" 36.01 feet to a point along the north property line of said parcel; thence travel NE 86° 54' 02" 472.42 feet to a shared property corner of said parcel and the eastern right of way of Merchants Greene Boulevard; thence travel NE 40° 02' 07" 31.47 feet along the eastern rights of way of Merchants Greene Boulevard to a point; thence travel SE 37° 02' 31" for a length of 304.38 feet (this length having a radius of 5669.58 feet and chord length of 304.34 feet) along the eastern rights of way of Merchants Greene Boulevard to a point located near the intersection of Veterans Parkway and Merchants Greene Boulevard; thence travel SW 54° 29' 46" 35.00 feet to a point along this same intersection; thence travel SE 34° 30' 14" 26.06 feet to a point long the south rights of way of Veterans Parkway; thence following said rights of way SW 54° 39' 41" 296.44 feet to a point; thence following said rights of way SW 33° 53' 28" for a length of 645.22 feet, having a radius of 893.51 feet and chord of 631.29 feet to a point; thence travel SW 13° 17' 14" 513.55 feet along said rights of way to a point located along the intersection of Veterans Parkway with S. Bellwood Road; thence along said intersection, travel SW 55° 29' 08" for a length of 73.65 feet having a 50 foot radius and a chord length of 67.17 feet to a point along the eastern rights of way of South Bellwood Road; thence along said rights of way, travel NW 66° 20' 38" for a distance of 85.78 feet (segment having a 300 foot radius and chord length of 85.48 feet) to a point; thence travel NW 58° 09' 10" 102.07 feet to a point; thence along same rights of way travel NW 56° 13' 58" 318.28 feet to a point; thence following said rights of way for a length of 126.70 feet,

having a radius of 450.00 feet, chord of 126.29 feet and bearing NW 48° 09' 59" to a point; thence travelling NW 40° 06' 01" for 286.32 feet to the point of beginning, the sum total of the above described being 18.61 acres as owned by Mr. John Durham Bell;

In addition - starting at this same point, that being an iron pin located along the western rights of way of S. Bellwood Road, being the northeast property corner of Hamblen County Tax Parcel ID 032 048 05906 (Jerry Lynn Ivy property), travel NE 65° 51' 48" 152.53 feet along the north property line of said tax parcel to the northwest property corner of said tax parcel; thence travel NW 36° 51' 12" 296.25 feet along the western property line of said parcel which is common also to Hamblen County Tax Parcel ID 032 048 05901; thence traveling SW 56° 02' 51" along a northeastern property line of said parcel for 157.15 feet to a point along the eastern rights of way of South Bellwood Road; thence following said rights of way, travel NW 32° 40' 49" 163.82 feet to a point; thence bearing NE 48° 04' 47" for a distance of 1573.72 feet to a point along the eastern rights of way of Merchants Greene Boulevard; thence bearing S 41° 55' 13" for 268.15 feet; thence along said rights of way, travel along a segment bearing SE 40° 40' 41" for 245.87 feet having a radius of 5669.58 feet and a chord of 245.85 feet to a point; thence along said rights of way travel 95.79 feet bearing SE 20° 11' 24" to a property corner shared by said rights of way and Hamblen County Tax Parcel ID 032 048 05901; thence following the existing north property line of said tax parcel bearing NE 86° 54' 02" for 472.42 feet; thence bearing NE 24° 71' 02" for 36.01 feet to a point; thence bearing NE 03° 20' 02" for 521.88 feet to a point; thence bearing NE 65° 51' 47" for a distance of 685.91 feet to the northwest property corner of Hamblen County Tax Parcel ID 032 048 05906 (Jerry Lynn Ivey property) thence bearing NE 65° 51' 48" for 152.53 feet to the point of beginning, the sum total of the above described being 18.03 acres as owned by Billie Elizabeth Cooper;

And the above described being shown also on the attached exhibit having a drawing description of the Bell and Cooper Annexation Exhibit provided by Land Development Solutions.

- (2) Planned Commercial District zoning shall be applied to both properties 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 THIS THE 19TH OF MAY, 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 2ND OF JUNE, 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR

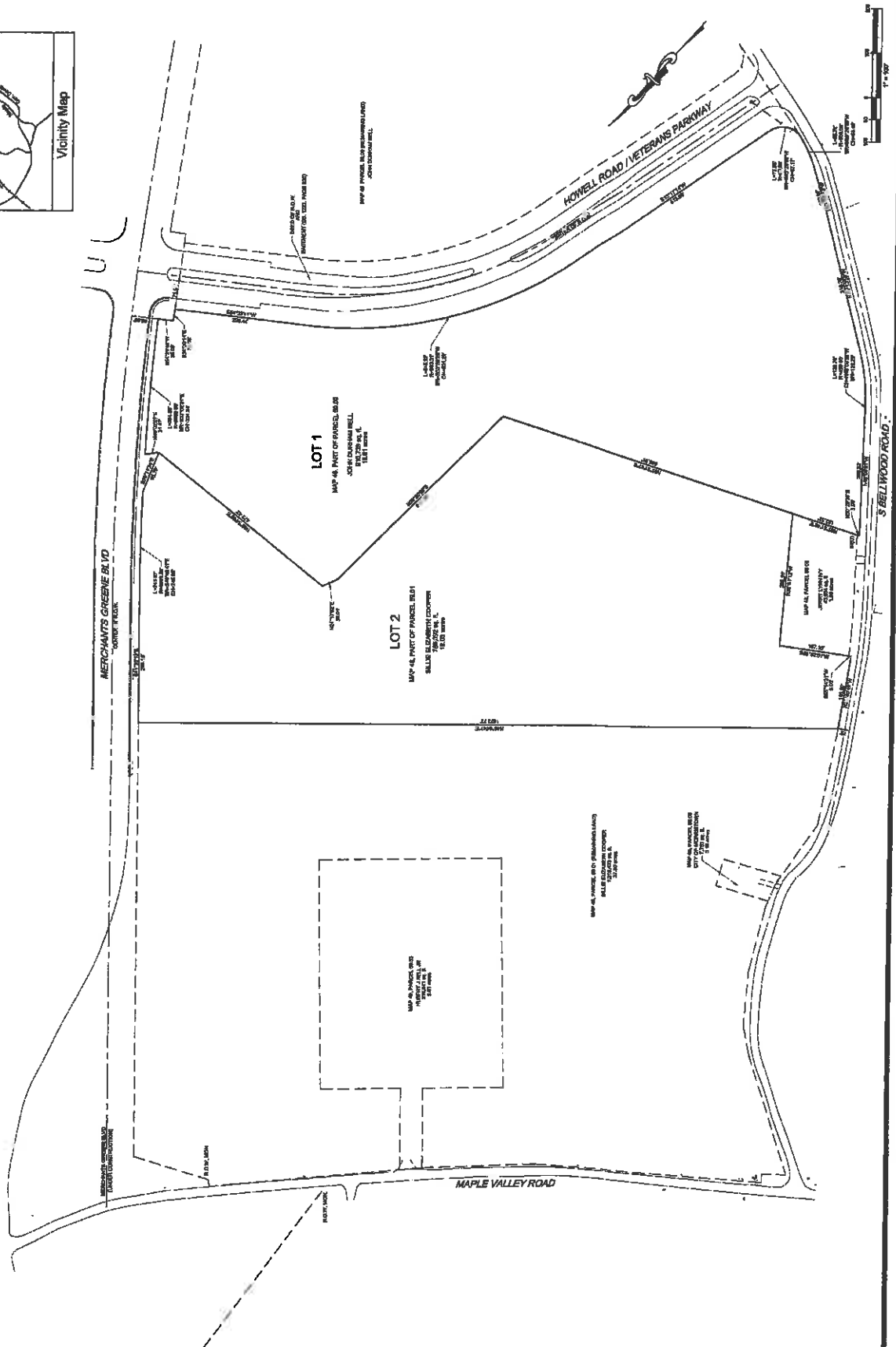
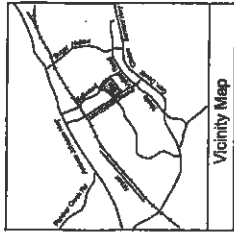




**LAND
DEVELOPMENT
SOLUTIONS**

310 BIRMINGHAM RD., SUITE K • KNOXVILLE, TENNESSEE 37922
PH. 615.471.7241

Mottstown, Tennessee



COPY

POWER OF ATTORNEY

1. **KNOW ALL MEN BY THESE PRESENTS**, that I, **BILLIE COOPER KUHN**, of Hamblen County, Tennessee, Social Security Number _____, do hereby appoint and constitute **JOHN D. BELL** of Hamblen County, Tennessee, Social Security Number _____, to be lawful attorney for me in my name and on my behalf.

2. **POWERS.** I authorize my attorney for me and on my behalf to do each of the following things:

a. **MONIES.** To receive from or disburse to any source whatever monies through checking or savings or other accounts or otherwise.

b. **REAL AND PERSONAL PROPERTY.** To buy, sell, lease, alter, maintain, pledge or in any way deal with real and personal property and sign each instrument necessary or advisable to complete any real or personal property transaction, including but not limited to, deeds, deeds of trust, closing statements, notes, bills of sale, leases and construction contracts.

c. **TAX RETURN.** To make, sign and file each income or gift tax return or declaration required by the United States or any state, county, municipal or other legally constituted authority for any period of time prior to the revocation of this power.

d. **INSURANCE.** To acquire or maintain casualty insurance on each property of mine and to prosecute each claim for benefits due under a policy.

e. **LITIGATION.** To sue, defend, or compromise suits and legal actions and to employ lawyers in connection with the same.

f. **BORROWING.** To borrow money from any source, on such terms and conditions, with or without security as the attorney deems advisable and sign each instrument necessary or advisable to complete any such borrowing transaction.

g. **INVESTMENT.** To invest or reinvest each item of money or other property without being restricted to those authorized or prescribed by present or future law. Principles of diversification need not be observed.

h. **SAFE DEPOSIT BOX.** To have free and private access to any safe deposit box in my name or rented by me, in any bank, with full right to deposit or withdraw therefrom.

i. **MONEY FROM U.S. OR OTHER GOVERNMENT.** To receive and give receipt for any money or other obligation due or to become due to me from the United States of America, or any agency or subdivision thereof.

j. **SELL OR REDEEM U.S. GOVERNMENT OR AGENCY OBLIGATIONS.** To effect redemption of any bond or other security wherein the United States of America, or any agency or subdivision thereof, is the obligor or payor, and to give full discharge therefor.

k. **NOMINEE, PROXY AND VOTING TRUST.** To hold investments in the name of a nominee; to vote stock by proxy and to enter voting trusts.

l. **MEDICAL CARE.** To contract for my entry into and maintenance in, or release from, any hospital, convalescent center, nursing home or other type of health care center, including the authority to approve and give consent to any type of surgery or other medical treatment, should I at any time in the opinion of a licensed physician be incompetent or

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incapable of acting for myself, it being my intention to grant unto my attorney all authority necessary to act for me and in my stead in regard to all matters pertaining to my property or to my person, this power to remain fully effective after I have become physically or mentally incapacitated.

I desire to live in a conscious state aware of my being and capable of normal activities of a person once I recover from any illness or injury. I do not want to be kept technically alive if there is no reasonable expectation of my recovery and return to a normal existence. Reference to ultimate prognosis means the expectation of my condition once maximum expected recovery occurs.

If any medication, medical or surgical procedure or life support equipment would be useless in changing my ultimate prognosis to achieve the desired level stated in the preceding paragraph, I direct such treatment be withheld, or, if begun before determining my ultimate prognosis, then stopped as quickly as possible after the ultimate prognosis is made. I hereby authorize the withholding or withdrawal of artificially provided food, water, or other nourishment, fluids or artificial feeding.

My attorney may act for me regarding medical treatment.

My attorney is specifically authorized to keep me at home if my attorney determines such action is according to my wishes. If my attorney makes such a decision, it is binding on all others and I specifically exonerate any person or institution from liability for refraining from action based on my attorney's decision.

I release any person acting for me, any physician and any institution from legal liability for exercising the directive regarding medical treatment in this instrument. This release is binding on my heirs, legal representative and assigns.

m. **ADDITIONS TO REVOCABLE TRUST.** To transfer any property I own to a revocable trust should I create one.

n. **OTHER ACTS.** Without limited the foregoing, generally to do, sign or perform any other act, deed, matter or thing whatsoever that ought to be done, signed or performed, or that, in the opinion of my attorney ought to be done, signed or performed in and about the premises, of every nature and kind whatsoever, as fully and effectually as I could do if personally present and acting.

3. **RATIFICATION OF ACTS.** I ratify and confirm each act my attorney does or causes to be done by virtue of this Power of Attorney.

4. **EFFECTIVE DATE, DURATION AND TERMINATION.** This Power of Attorney becomes effective on the date it is signed and will remain in full force and effect until it is revoked by written notice duly recorded in the Register's Office, or until expiration by operation of law. I intend that this Power of Attorney remain effective even in the event of my mental or physical disability.

5. **APPOINTMENT OF CONSERVATOR.** If the appointment of a conservator is necessary for me, I appoint JOHN D. BELL, Hamblen County, Tennessee, Social Security Number _____, my conservator, whom I excuse from bond and annual and final accounting with the court.

Signed on this the 7th day of April, 2004.

Billie Cooper-Kuhn
BILLIE COOPER KUHN

STATE OF TENNESSEE
COUNTY OF HAMBLLEN

BILLIE COOPER KUHN, with whom I am personally acquainted, or who, upon satisfactory evidence, has proven to be said individual, personally appeared before me, a notary public in and for the above named county and state, acknowledged that she executed this Power of Attorney for the purposes therein contained.

WITNESS my signature and notarial seal this the 7th day of April, 2004.

Edward R. Seydowski
NOTARY PUBLIC

My commission expires: 1-23-05

I declare under penalty of perjury under the laws of Tennessee that the person who signed this document is personally known to me to be the principal; that the principal signed this durable Power of Attorney in my presence; that the principal appears to be of sound mind and under no duress, fraud or undue influence; that I am not the person appointed as attorney in fact by this document; that I am not a health care provider, nor an employee of a health care provider, the operator of a health care institution nor an employee of an operator of a health care institution; that I am not related to the principal by blood, marriage, or adoption; that, to the best of my knowledge, I do not, at the present time, have a claim against any portion of the estate of the principal upon the death of the principal under a will or codicil thereto now existing, or by operation of law.

WITNESS on this the 7th day of April, 2004.

Edward R. Seydowski
WITNESS

Morristown, Tennessee
ADDRESS

Freida J. Duplewski
WITNESS

Morristown, Tennessee
ADDRESS

WARNING TO PERSON EXECUTING THIS DOCUMENT

This is an important legal document. Before executing this document, you should know these important facts.

This document gives the person you designate as your agent (the attorney-in-fact) the power to make health care decisions for you. Your agent must act consistently with your desires as stated in this document.

Except as you otherwise specify in this document, this document gives your agent the power to consent to your doctor not giving treatment or stopping treatment necessary to keep you alive.

Notwithstanding this document, you have the right to make medical and other health care decisions for yourself so long as you can give informed consent with respect to the particular decision. In addition, no treatment may be given to you over your objections, health care necessary to keep you alive may not be stopped or withheld if you object at the time.

This document gives your agent authority to consent, to refuse to consent, or to withdraw consent to any care, treatment, service, or procedure to maintain, diagnose or treat a physical or mental condition. This power is subject to any limitations that you include in this document. You may state in this document any types of treatment that you do not desire. In addition, a court can take away the power of your agent to make health care decisions for you if your agent: (1) authorized anything that is illegal, or (2) acts contrary to your desires as stated in this document.

You have the right to revoke the authority of your agent by notifying your agent or your treating physician, hospital or other health care provider orally or in writing of the revocation.

Your agent has the right to examine your medical records and to consent to their disclosure unless you limit this right in this document.

Unless you otherwise specify in this document, this document gives your agent the power after you die to: (1) authorize an autopsy, (2) donate your body or parts thereof for transplant or therapeutic, educational or scientific purposes, and (3) direct the disposition of your remains.

If there is anything in this document that you do not understand, you should ask a lawyer to explain it to you.


City of Morristown
100 W. First North St.
Morristown, TN 37814

RE: Annexation

To Whom It May Concern:

I would like the portion of my property, on the attached, annex into the City of Morristown. Map 48, Parcel 59.00.

Sincerely,



John Bell.



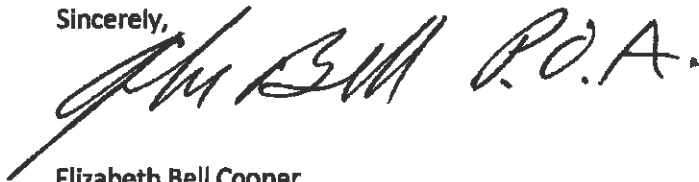
City of Morristown
100 W. First North St.
Morristown, TN 37814

RE: Annexation

To Whom It May Concern:

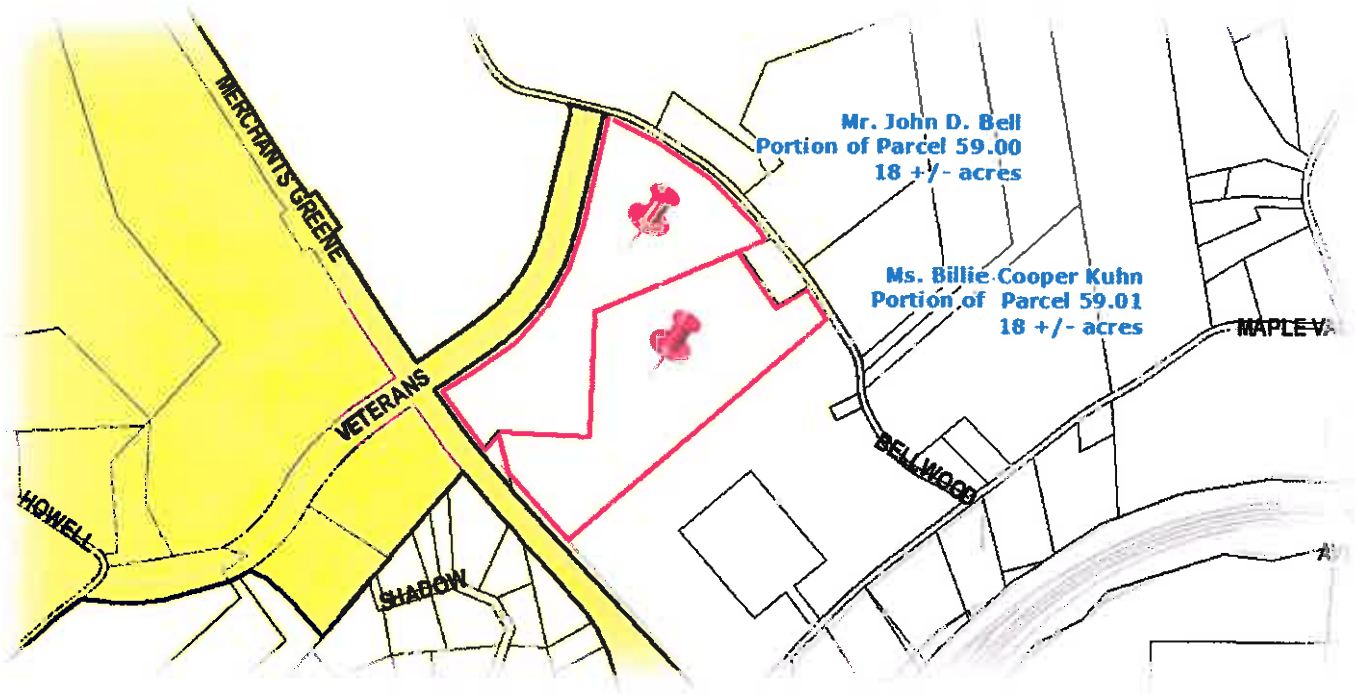
I would like the portion of my property, on the attached, annex into the City of Morristown. Map 48, Parcel 59.01.

Sincerely,

A handwritten signature in black ink, appearing to read "Elizabeth Bell Cooper P.O.A.", written in a cursive style.

Elizabeth Bell Cooper
John Bell POA





Yellow indicates existing City of Morristown corporate limits



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ORDINANCE No. _____

AN ORDINANCE OF THE CITY OF MORRISTOWN, TENNESSEE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016.

WHEREAS, *Tennessee Code Annotated* Title 9 Chapter 1 Section 116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Board of Mayor and City Council has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

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

SECTION 1: That the governing body estimates anticipated revenues of the municipality from all sources to be as follows for fiscal year 2016:

General Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
Local Taxes	\$23,283,793	\$23,303,223	\$24,405,466
Licenses And Permits	999,167	889,775	954,500
Intergovernmental	5,717,743	5,802,634	6,748,050
Charges For Services	139,412	145,000	148,000
Fines And Forfeitures	653,064	886,942	1,050,000
Uses of Money And Property	630,587	1,437,050	407,000
Bond Proceeds	0	0	1,300,000
Total Revenues	31,423,766	32,464,624	35,013,016
Beginning Fund Balance	11,118,191	12,155,081	12,440,290
Total Available Funds	42,541,957	44,619,705	47,453,306

CDBG Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
Local Taxes	\$0	\$0	\$0
Licenses And Permits	0	0	0
Intergovernmental	213,580	450,356	424,747
Charges For Services	0	0	0
Fines And Forfeitures	0	0	0
Uses of Money And Property	0	0	0
Total Revenues	213,580	450,356	424,747
Beginning Fund Balance	155,844	105,259	148,543
Total Available Funds	369,424	555,615	573,290

Narcotics Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
Local Taxes	\$0	\$0	\$0
Licenses And Permits	0	0	0
Intergovernmental	0	0	0
Charges For Services	0	0	0
Fines And Forfeitures	90,036	110,000	126,948
Transfer from General Fund	535,663	501,626	468,623
Total Revenues	625,699	611,626	595,571
Beginning Fund Balance	3,326	3,326	117,810
Total Available Funds	629,025	614,952	713,381

LAMPTO Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
Local Taxes	\$0	\$0	\$0
Licenses And Permits	0	0	0
Intergovernmental	301,146	192,992	242,638
Charges For Services	0	0	0
Fines And Forfeitures	0	0	0
Uses of Money And Property	0	0	0
Transfer from General Fund	106,399	82,122	45,850
Total Revenues	407,545	275,114	288,488
Beginning Fund Balance	396,340	455,620	490,100
Total Available Funds	803,885	730,734	778,588

Solid Waste Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
Local Taxes	\$0	\$0	\$0
Licenses And Permits	0	0	0
Intergovernmental	0	0	0
Charges For Services	1,370,370	1,400,000	1,392,000
Fines And Forfeitures	0	0	0
Uses of Money And Property	123,125	0	0
Transfer from General Fund	50,000	400,000	400,000
Total Revenues	1,543,495	1,800,000	1,792,000
Beginning Fund Balance	399,730	203,306	393,992
Total Available Funds	1,943,225	2,003,306	2,185,992

Storm Water Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
Local Taxes	\$0	\$0	\$0
Licenses And Permits	0	0	0
Intergovernmental	0	0	0
Charges For Services	1,330,147	1,425,000	1,506,799
Fines And Forfeitures	0	0	0
Uses of Money And Property	24,151	0	0
Total Revenues	1,354,298	1,425,000	1,506,799
Beginning Fund Balance	5,736,040	3,843,306	3,111,622
Total Available Funds	7,090,338	5,268,306	4,618,421

Insurance Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
Local Taxes	\$0	\$0	\$0
Licenses And Permits	0	0	0
Intergovernmental	17,080	15,256	19,844
Charges For Services	220,577	98,142	215,050
Insurance Premiums	3,849,880	3,765,729	4,036,292
Uses of Money And Property	0	0	0
Total Revenues	4,087,537	3,879,127	4,271,186
Beginning Fund Balance	1,100,333	1,017,542	1,260,704
Total Available Funds	5,187,870	4,896,669	5,531,890

SECTION 2: That the governing body appropriates from these anticipated revenues and unexpended and unencumbered funds as follows:

General Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
City Legislative Services	\$132,728	\$185,611	\$281,986
City Management	470,572	489,107	548,509
Finance	634,671	731,899	876,208
Procurement Services	73,259	71,025	61,075
Technology Services	261,549	474,393	209,399
Human Resource Services	583,701	672,509	755,646
Legal Services	122,335	142,566	147,395
Community Services	970,463	1,285,498	1,081,546
Code Enforcement Services	149,949	182,323	185,713
Engineering	270,078	230,849	402,368
GIS Department	27,514	227,443	342,110
Inspections	446,269	415,333	500,882
Police	7,160,072	7,149,740	7,783,489
Fire and Medical	7,325,972	6,776,225	8,837,792
Public Works	4,865,925	6,737,512	7,162,250
Park & Rec	2,037,972	2,079,996	2,042,434
Outside Agencies	245,175	238,200	250,000
Airport	1,627,985	1,094,746	1,906,619
Debt	1,388,237	1,434,422	1,784,390
Special Appropriations	968,316	999,588	1,375,015
Internal Transfers	256,819	560,430	885,286
Total Appropriations	30,019,561	32,179,415	37,420,112
Surplus/(Deficit)	1,404,205	285,209	(2,407,096)
Ending Fund Balance	12,522,396	12,440,290	10,033,194

CDBG Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
CDBG Administration	\$103,175	\$96,819	\$119,005
CDBG Programs	160,990	310,253	308,035
Internal Transfers	0	0	0
Total Appropriations	264,165	407,072	427,040
Surplus/(Deficit)	(50,585)	43,284	(2,293)
Ending Fund Balance	105,259	148,543	146,250

Narcotics Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
Police Vice	\$93,542	\$0	\$0
Police Narcotics	481,018	497,142	595,571
Internal Transfers	0	0	0
Total Appropriations	574,560	497,142	595,571
Surplus/(Deficit)	51,139	114,484	0
Ending Fund Balance	54,465	117,810	117,810

LAMPTO Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
Transportation Planning Admin.	\$92,609	\$222,157	\$270,011
Section 5307 Admin and Programs	105,108	0	0
Section 5303 Admin and Programs	11,078	18,477	18,477
Internal Transfers	0	0	0
Total Appropriations	208,795	240,634	288,488
Surplus/(Deficit)	198,750	34,480	0
Ending Fund Balance	595,090	490,100	490,100

Solid Waste Fund	FY 2014	FY 2015	2016
	Actual	Estimated	Proposed
Sanitation	\$1,429,500	\$1,400,018	\$1,487,496
Recycling	275,956	175,277	229,531
Debt Service	34,462	34,019	33,489
Internal Transfers	0	0	0
Total Appropriations	1,739,918	1,609,314	1,750,516
Surplus/(Deficit)	(196,424)	190,686	41,484
Ending Fund Balance	203,306	393,992	435,476

Storm Water Fund	FY 2014	FY 2015	2016
	Actual	Estimated	Proposed
Drainway Maintenance	\$294,936	\$1,113,739	\$2,243,082
Street Cleaning	110,992	113,866	0
Storm Water Admin.	146,378	260,865	378,210
Debt Service	136,118	497,491	354,900
Depreciation	143,708	141,536	141,536
Internal Transfers	24,024	29,187	29,187
Total Appropriations	856,156	2,156,684	3,146,915
Surplus/(Deficit)	498,142	(731,684)	(1,640,116)
Ending Fund Balance	6,234,182	3,111,622	1,471,506

Insurance Fund	FY 2014	FY 2015	2016
	Actual	Estimated	Proposed
Self-Funding Insurance	\$3,800,639	\$3,305,806	\$3,642,896
Clinic	369,689	330,159	300,000
Total Appropriations	4,170,328	3,635,965	3,942,896
Surplus/(Deficit)	(82,791)	243,162	328,290
Ending Fund Balance	1,017,542	1,260,704	1,588,944

SECTION 3: At the end of the current fiscal year the governing body estimates balances/ (deficits) as follows:

General Fund	\$ 12,440,290
CDBG	\$ 148,543
Narcotics	\$ 117,810
LAMPTO	\$ 490,100
Solid Waste	\$ 393,992
Storm Water	\$ 3,111,622
Insurance	\$ 1,260,704

SECTION 4: That the governing body recognizes that the municipality has bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Principal	Interest Requirements	Debt Authorized and Unissued	Principal Outstanding at June 30
Bonds	\$208,884	\$141,422	\$0	\$4,582,533
Notes	\$335,000	\$61,948	\$0	\$2,995,000
Capital Leases	\$0	\$0	\$0	\$0
Other Debt	\$879,135	\$445,890	\$0	\$16,139,047

SECTION 5: During the coming fiscal year the governing body has planned capital projects and proposed funding as follows:

Proposed Capital Projects	Proposed Amount Financed by Appropriations	Proposed Amount Financed by Debt
\$7,623,390	\$6,323,390	\$1,300,000

SECTION 6: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 T.C.A. Section 6-56-208. In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Section 6-56-205 of the *Tennessee Code Annotated*.

SECTION 7: Money may be transferred from one appropriation to another in the same fund by the City Administrator, subject to such limitations and procedures as set in the Section 6-56-209 of the *Tennessee Code Annotated*. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 8: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full time equivalent employees required by Section 6-56-206, *Tennessee Code Annotated* will be attached.

SECTION 9: If for any reason a budget ordinance is not adopted prior to the beginning of the next fiscal year, the appropriations in this budget ordinance shall become the appropriations for the next fiscal year until the adoption of the new budget ordinance in accordance with Section 6-56-210, *Tennessee Code Annotated* provided sufficient revenues are being collected to support the continuing appropriations for no longer than 60 days after the end of the fiscal year. Approval of the Director of the Office of State and Local Finance in the Comptroller of the Treasury for a continuation budget will be requested if any indebtedness is outstanding.

SECTION 10: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 11: This ordinance shall take effect July 1, 2015, the public welfare requiring it.

Passed on first reading this the 2nd day of June, 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Passed on second and final reading this the 16th day of June, 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR



WATER
WASTEWATER
STORMWATER

May 26, 2015

Mr. Anthony Cox
City Administrator
City of Morristown
P.O. Box 1499
Morristown, TN 37816-1499

Reference: Stormwater Drainage Improvements
Five Points at SR 343

Dear Mr. Cox:

Bids for the referenced project were received and opened on May 14, 2015, at 2:00 p.m. in the City Hall. All bids were received sealed and otherwise in proper order. The Bidders with their respective base bids are shown in the attached Certified Bid Tabulation.

Based on our review of the bids and related documentation, we recommend that the contract be awarded to Summers-Taylor, Inc., of Elizabethton, Tennessee, in the amount of \$130,490.00.

All original bids, bid bonds, and other documentation submitted are attached for your files. If you have questions or comments concerning this matter, please feel free to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Steve Drummer', written over a blue line.

Steve Drummer, P.E.

SD:mrc

Enclosures

MRC308SE/CR/Cox-01.SD

3305 MALONEY ROAD, KNOXVILLE, TN 37920 ■ PHONE: 865-573-7672 ■ FAX: 865-573-1352

LDAENGINEERING.COM

[Return to Agenda](#)

City of Morristown
Stormwater Drainage Improvements
Five Points at SR 343

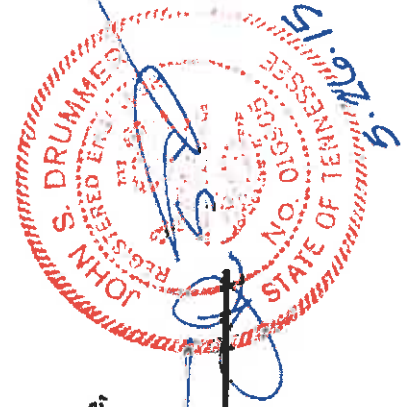
Certified Bid Tabulation

Item	Description	Qty	Unit	Thomas Construction Company, Inc.		Summers-Taylor, Inc.	
				Unit Cost	Total Cost	Unit Cost	Total Cost
1	18 Inch Reinforced Concrete Pipe						
a	Road Crossing	100	LF	\$ 665.00	\$ 66,500.00	\$ 475.00	\$ 47,500.00
b	In Paved Parking Lot	140	LF	\$ 340.00	\$ 47,600.00	\$ 255.00	\$ 35,700.00
2	TDOT No. 12LP Catch Basin (STD. DWG D-CB-12LP)	1	EA	\$ 5,450.00	\$ 5,450.00	\$ 4,395.00	\$ 4,395.00
3	TDOT No. 12RA Catch Basin (STD. DWG D-CB-12RA)	3	EA	\$ 4,400.00	\$ 13,200.00	\$ 4,115.00	\$ 12,345.00
4	TDOT 5' Manhole (STD. DWG D-MH-2)	1	EA	\$ 4,800.00	\$ 4,800.00	\$ 3,900.00	\$ 3,900.00
5	TDOT 6-30 Standard Curb and Gutter	130	LF	\$ 55.00	\$ 7,150.00	\$ 47.50	\$ 6,175.00
6	Erosion and Sediment Control	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,750.00	\$ 2,750.00
7	Miscellaneous Stone	25	TON	\$ 40.00	\$ 1,000.00	\$ 39.00	\$ 975.00
8	Miscellaneous Concrete	5	CY	\$ 450.00	\$ 2,250.00	\$ 350.00	\$ 1,750.00
9	Cleanup, Final Grading, Seeding	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 5,500.00	\$ 5,500.00
10	Traffic Control	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 9,500.00	\$ 9,500.00
				\$ 186,950.00		\$ 130,490.00	

I, the undersigned, do hereby certify that the foregoing bid tabulation is true and correct to the best of my knowledge, information, and belief:



John Stephen Drummer



BID ENVELOPE COVER

CITY OF MORRISTOWN, TENNESSEE

CONTRACT NUMBER: MRC-308 SE 06SW12

SEALED BID FOR

Stormwater Drainage Improvements

Five Points at SR 343

DELIVERY INSTRUCTIONS:

PLACE: 100 West First North Street

Morristown, TN 37814

DATE: 5/19/2015

TIME: 2:00 PM

***** ANY BLANK SPACES MAY CAUSE BID TO BE UNACCEPTABLE AND REJECTED. *****

BIDDER IDENTIFICATION:

COMPANY NAME: Summers-Taylor, Inc.

COMPANY ADDRESS: 300 WEST 6th Avenue ELIZABETHTON, TN 37643

TENNESSEE CONTRACTOR LICENSE INFORMATION:

LICENSE NUMBER: 00000069

Provide complete information if licensed, or circle

LICENSE EXPIRATION DATE: 4/30/2016

the following: **BIDDER UNLICENSED**

LICENSE DOLLAR LIMIT: UNLIMITED

LICENSE CLASSIFICATION(S) APPLICABLE TO PROJECT: RHA : MV : BE : HC-D, S : UNLIMITED

- * If any work, regardless of dollar value, is required for Plumbing, HVAC or Electrical, list subcontractor(s) below that will perform that work. If value of subcontractor's work is such that no license is required, and subcontractor is unlicensed, fill in "N/A" in the license number column, but still fill in the name. If Bidder will perform that work with Bidder's own forces, fill in Bidder's name below as subcontractor.
- * If there is no work in a category, write "None Required" or "N/A" in the space provided below for subcontractors.
- * If acceptance of alternate or combination of alternates changes subcontractor, so indicate.
- * Provide state contractor license number, expiration date, and applicable classification(s) for bidder and listed subcontractors.
- * Please provide all names in the same style as used for licensing and other legal transactions, without embellishment.

SUBCONTRACTOR COMPANY NAMES:

PLUMBING: NONE

HVAC: NONE

ELECTRICAL: NONE

MASONRY: NONE

NOTE: These names MUST be completed in accordance with the above or the bid will not be opened.

SUBCONTRACTOR LICENSE INFORMATION:

SUBCONTRACTOR	LICENSE NUMBER	EXPIRES	CLASSIFICATION
PLUMBING	N/A	N/A	N/A
HVAC	N/A	N/A	N/A
ELECTRICAL	N/A	N/A	N/A
MASONRY	N/A	N/A	N/A

ADDENDUM NUMBER 1

**CITY OF MORRISTOWN
HAMBLÉN COUNTY, TENNESSEE
FIVE POINTS AT SR 343
DRAINAGE IMPROVEMENTS
MRC-308-SE06SC12**

**TO: ALL INTERESTED PARTIES CONCERNING THE BID DOCUMENTS FOR THE CITY
OF MORRISTOWN, HAMBLÉN COUNTY, TENNESSEE, FIVE POINTS AT SR 343
DRAINAGE IMPROVEMENTS**

ITEM I: The bid date and time is Thursday, May 14, 2015, at 2:00 p.m.

**THIS ADDENDUM SHALL BECOME A PART OF THE PROJECT MANUAL AND HAVE FULL
EFFECT AS IF SUBMITTED WITH THE ORIGINAL DOCUMENTS.**

May 11, 2015
Date

/s/ Tony Cox, City Administrator
City of Morristown

SECTION 00300

BID FORM

Proposal of SUMMERS-TAYLOR, INC. (hereinafter called BIDDER), organized and existing under the laws of the State of TENNESSEE doing business as A CORPORATION * to the City of Morristown (hereinafter called OWNER).

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work for **Five Points at SR 343 Drainage Improvements** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below:

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED and to substantially complete the project within 60 consecutive calendar days thereafter, and fully complete and ready for final payment within 90 days thereafter. BIDDER further agrees to pay as liquidated damages, the amount of \$500.00 per consecutive calendar day after the specified time for substantial completion until the work is substantially complete.

BIDDER acknowledges receipt of the following ADDENDA:

ADDENDA #1 DATED MAY 11, 2015

BIDDER understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

* Insert "a corporation", "a partnership", or "an individual" as applicable.

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, BIDDER will execute formal contract attached within ten (10) days and deliver Bonds as required by the General Conditions.

The Bid Security attached in the sum of Five Percent

(\$ 590) is to become the property of the OWNER in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

UNIT PRICE:

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following Unit Prices:

CITY OF MORRISTOWN FIVE POINTS AT SR 343 DRAINAGE IMPROVEMENTS					
Item	Description	Qty	Unit	Unit Cost	Total Cost
1	18 Inch Reinforced Concrete Pipe				
a	Road Crossing	100	LF	\$ 475.00	\$47,500.00
b	In Paved Parking Lot	140	LF	\$ 255.00	\$35,700.00
2	TDOT No. 12LP Catch Basin (STD. DWG D-CB-12LP)	1	EA	\$4,395.00	\$4,395.00
3	TDOT No. 12RA Catch Basin (STD. DWG D-CB-12RA)	3	EA	\$4,115.00	\$12,345.00
4	TDOT 5' Manhole (STD. DWG D-MH-2)	1	EA	\$3,900.00	\$3,900.00
5	TDOT 6-30 Standard Curb and Gutter	130	LF	\$ 47.50	\$6,175.00
6	Erosion and Sediment Control	1	LS	\$2,750.00	\$2,750.00
7	Miscellaneous Stone	25	TON	\$ 36.00	\$915.00
8	Miscellaneous Concrete	5	CY	\$350.00	\$1,750.00
9	Cleanup, Final Grading, Seeding	1	LS	\$5,500.00	\$5,500.00
10	Traffic Control	1	LS	\$9,500.00	\$9,500.00
TOTAL BID				\$ 130,490.00	

TOTAL BID: WORDS (ONE HUNDRED THIRTY THOUSAND FOUR HUNDRED NINETY

DOLLARS AND NO CENTS. & /100 Dollars) (\$ 130,490.00).

Respectfully Submitted:

SUMMERS TAYLOR INC

(Bidder)

BY: 

(Signature)

Vice President

(Title)

300 WEST ELK AVE.
ELIZABETHTON, TN 37643

(Business Address and Zip Code)

#69

(Tennessee License Number)



(SEAL - if bid is by a Corporation)

NOTE: BID MUST BE SIGNED TO BE CONSIDERED.
*SEE SECTION 00100 - ARTICLE 15 FOR BID SUBMITTAL REQUIREMENTS.

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF CARTER

The undersigned principal officer of Summers - Taylor Inc., an employer of five (5) or more employees, contracting with the City of Morristown, Tennessee, to provide construction services, hereby states under oath as follows:

1. That the undersigned is a principal officer of Summers - Taylor Inc., hereinafter referred to as the "Company", and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to Tennessee Code Annotated § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code.
3. The Company is in compliance with Tennessee Code Annotated § 50-9-113.

Further affiant saith not.


Principal Officer

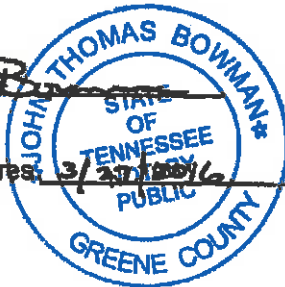
STATE OF Tennessee)
COUNTY OF Greene) ss.

Before me personally appeared Dawn Matthews with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and official seal this 13TH day of May, 2015


Notary Public

My Commission Expires 3/31/2016



BID BOND

BIDDER (Name and Address):

SUMMERS-TAYLOR, INC.
300 WEST ELK AVE.
ELIZABETHTON, TN 37643

SURETY (Name and Address of Principal Place of Business):

FIDELITY & DEPOSIT CO OF MARYLAND
26 CENTURY BLVD.
NASHVILLE, TN 37214

OWNER (Name and Address):

CITY OF MORRISTOWN, TENNESSEE
100 FIRST NORTH STREET
MORRISTOWN, TN 37814

BID

BID DUE DATE: MAY 13, 2015

PROJECT (Brief Description Including Location):
HAMLEN COUNTY FIVE POINTS @ STR 343 DRAINAGE IMPROVEMENTS

BOND

BOND NUMBER: PRF8888933

DATE: (Not later than Bid Due Date): MAY 13, 2015

PENAL SUM: 5% OF ACCOMPANYING BID

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized office, agent, or representative.

BIDDER

SUMMERS-TAYLOR, INC. (Seal)
Bidder's Name and Corporate Seal

By:  Vice President
Signature and Title

Attest:  Esq.
Signature and Title

SURETY

FIDELITY & DEPOSIT CO OF MARYLAND (Seal)
Surety's Name and Corporate Seal

By: 
Signature and Title
(Attach Power of Attorney)

Attest:  Agent
Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

3.2 All bids are rejected by Owner, or

3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions

shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to bidder and surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by GEOFFREY DELISIO, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Mark B. SIZEMORE and Karen LARGE, both of Johnson City, Tennessee, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of May, A.D. 2014.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Assistant Secretary
Eric D. Barnes

Geoffrey Delisio
Vice President
Geoffrey Delisio

State of Maryland
City of Baltimore

On this 14th day of May, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, GEOFFREY DELISIO, Vice President, and ERIC D. BARNES, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015



BID ENVELOPE COVER

CITY OF MORRISTOWN, TENNESSEE

CONTRACT NUMBER: MRC-308 SE 06SW12

SEALED BID FOR

Stormwater Drainage Improvements

Five Points at SR 343

DELIVERY INSTRUCTIONS:

PLACE: 100 West First North Street

Morristown, TN 37814

DATE: ~~01/27/2015~~ 5/14/2015

TIME: 2:00 PM

***** ANY BLANK SPACES MAY CAUSE BID TO BE UNACCEPTABLE AND REJECTED. *****

BIDDER IDENTIFICATION:

COMPANY NAME: Thomas Construction Company, Inc.

COMPANY ADDRESS: 9 Wesley Court, Johnson City, TN 37601

TENNESSEE CONTRACTOR LICENSE INFORMATION:

LICENSE NUMBER: 14124

Provide complete information if licensed, or circle the following: **BIDDER UNLICENSED**

LICENSE EXPIRATION DATE: 1/31/2016

LICENSE DOLLAR LIMIT: Unlimited

LICENSE CLASSIFICATION(S) APPLICABLE TO PROJECT: MU; E; BC; HRA; HC

- * If any work, regardless of dollar value, is required for Plumbing, HVAC or Electrical, list subcontractor(s) below that will perform that work. If value of subcontractor's work is such that no license is required, and subcontractor is unlicensed, fill in "N/A" in the license number column, but still fill in the name. If Bidder will perform that work with Bidder's own forces, fill in Bidder's name below as subcontractor.
- * If there is no work in a category, write "None Required" or "N/A" in the space provided below for subcontractors.
- * If acceptance of alternate or combination of alternates changes subcontractor, so indicate.
- * Provide state contractor license number, expiration date, and applicable classification(s) for bidder and listed subcontractors.
- * Please provide all names in the same style as used for licensing and other legal transactions, without embellishment.

SUBCONTRACTOR COMPANY NAMES:

PLUMBING: None required

HVAC: None required

ELECTRICAL: None required

MASONRY: None required

NOTE: These names **MUST** be completed in accordance with the above or the bid will not be opened.

SUBCONTRACTOR LICENSE INFORMATION:

SUBCONTRACTOR	LICENSE NUMBER	EXPIRES	CLASSIFICATION
PLUMBING			
HVAC			
ELECTRICAL			
MASONRY			

SECTION 00300

BID FORM

Proposal of Thomas Construction Company, Inc. (hereinafter called BIDDER), organized and existing under the laws of the State of Tennessee doing business as a corporation * to the City of Morristown (hereinafter called OWNER).

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work for **Five Points at SR 343 Drainage Improvements** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below:

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED and to substantially complete the project within 60 consecutive calendar days thereafter, and fully complete and ready for final payment within 90 days thereafter. BIDDER further agrees to pay as liquidated damages, the amount of \$500.00 per consecutive calendar day after the specified time for substantial completion until the work is substantially complete.

BIDDER acknowledges receipt of the following ADDENDA:

#1 5/12/15

BIDDER understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

* Insert "a corporation", "a partnership", or "an individual" as applicable.

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, BIDDER will execute formal contract attached within ten (10) days and deliver Bonds as required by the General Conditions.

The Bid Security attached in the sum of NINE THOUSAND THREE HUNDRED FORTY SEVEN AND 50/100 DOLLARS (\$ 9,347.50) is to become the property of the OWNER in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

UNIT PRICE:

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following Unit Prices:

CITY OF MORRISTOWN FIVE POINTS AT SR 343 DRAINAGE IMPROVEMENTS					
Item	Description	Qty	Unit	Unit Cost	Total Cost
1	18 Inch Reinforced Concrete Pipe				
a	Road Crossing	100	LF	\$ 665.00	\$ 66,500.00
b	In Paved Parking Lot	140	LF	\$ 340.00	\$ 47,600.00
2	TDOT No. 12LP Catch Basin (STD. DWG D-CB-12LP)	1	EA	\$ 5,450.00	\$ 5,450.00
3	TDOT No. 12RA Catch Basin (STD. DWG D-CB-12RA)	3	EA	\$ 4,400.00	\$ 13,200.00
4	TDOT 5' Manhole (STD. DWG D-MH-2)	1	EA	\$ 4,800.00	\$ 4,800.00
5	TDOT 6-30 Standard Curb and Gutter	130	LF	\$ 55.00	\$ 7,150.00
6	Erosion and Sediment Control	1	LS	\$ 2,000.00	\$ 2,000.00
7	Miscellaneous Stone	25	TON	\$ 40.00	\$ 1,000.00
8	Miscellaneous Concrete	5	CY	\$ 450.00	\$ 2,250.00
9	Cleanup, Final Grading, Seeding	1	LS	\$ 7,000.00	\$ 7,000.00
10	Traffic Control	1	LS	\$ 30,000.00	\$ 30,000.00
TOTAL BID				\$ 186,950.00	

TOTAL BID: WORDS (ONE HUNDRED EIGHTY SIX THOUSAND NINE HUNDRED FIFTY & 00/100 Dollars) (\$ 186,950.00).

Respectfully Submitted:

Thomas Construction Company, Inc.

(Bidder)

BY:

(Signature)

President / CEO

(Title)

9 Wesley Court, Johnson City, TN 37601

(Business Address and Zip Code)

14124

(Tennessee License Number)

(SEAL - if bid is by a
Corporation)

**NOTE: BID MUST BE SIGNED TO BE CONSIDERED.
SEE SECTION 00100 - ARTICLE 15 FOR BID SUBMITTAL REQUIREMENTS.

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF Tennessee)
COUNTY OF Washington }

The undersigned principal officer of Thomas Construction Company, Inc., an employer of five (5) or more employees, contracting with the City of Morristown, Tennessee, to provide construction services, hereby states under oath as follows:

1. That the undersigned is a principal officer of Thomas Construction Company, Inc. hereinafter referred to as the "Company", and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to Tennessee Code Annotated § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code.
3. The Company is in compliance with Tennessee Code Annotated § 50-9-113.

Further affiant saith not.


Principal Officer

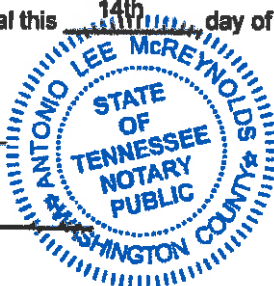
STATE OF Tennessee)
COUNTY OF Washington } ss.

Before me personally appeared Gerald D. Thomas with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and official seal this 14th day of May, 2015


Notary Public

My Commission Expires: 5/5/18



MRC-308-SE 06SW12

00910 - 1

BID BOND

BIDDER (Name and Address):

THOMAS CONSTRUCTION COMPANY INC.

9 WESLEY COURT

JOHNSON CITY, TN 37601

SURETY (Name and Address of Principal Place of Business):

BERKLEY INSURANCE COMPANY

475 STEAMBOAT RD.

GREENWICH, CT 06830

OWNER (Name and Address):

CITY OF MORRISTOWN, TENNESSEE

BID

BID DUE DATE: 05/14/2015

PROJECT (Brief Description Including Location):

FIVE POINTS AT SR 343 DRAINAGE IMPROVEMENTS

BOND

BOND NUMBER: BID20150514-1

DATE: (Not later than Bid Due Date): 05/14/2015

PENAL SUM: FIVE PERCENT OF ACCOMPANYING BID

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized office, agent, or representative.

BIDDER**SURETY**

THOMAS CONSTRUCTION COMPANY INC. (Seal)
 Bidder's Name and Corporate Seal

By: 
 Signature and Title
 President / CEO

Attest: 
 Signature and Title
 Project Manager

BERKLEY INSURANCE COMPANY (Seal)
 Surety's Name and Corporate Seal

By: 
 Signature and Title
 (Attach Power of Attorney)

Attest: 
 Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.
 (2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to bidder and surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Mark B. Sizemore, Jordan P. Sizemore or Lisa K. Large of Johnson City Wofford Brothers Insurance Agency, Inc. of Johnson City, TN* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed *Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)*, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10 day of May, 2013.

Attest:

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafler
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 10 day of May, 2013, by Ira S. Lederman and Jeffrey M. Hafler who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

Kathleen Corey
Notary Public, State of Connecticut



CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 14th day of May, 2015.

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

May 26, 2015

Mr. Buddy Fielder
Assistant City Manager
City of Morristown
PO Box 1499
Morristown, TN 37816-1499

RE: Morristown Regional Airport
Apron Rehabilitation

Dear Mr. Fielder;

Bids for the above referenced project were received from one contractor on May 22, 2015. The lone contractor submitting a bid was Summers-Taylor, Inc. The bid was opened publicly and read aloud. The bid as received is summarized as follows:

<u>Bid Area</u>	<u>Bid Amount</u>	<u>Alternate Bid with Item ALT- 13</u>
Base Bid Total, (Areas 1, 2, 3, 4, 5)	\$338,498.55	\$355,810.35
Additive Bid total (Areas 6, 7, 8, 9)	<u>\$171,216.10</u>	<u>\$182,214.00</u>
Total Bid (Base Bid Plus Additive Bid)	\$509,714.65	\$538,024.35

Each bid was reviewed to determine the responsiveness of the contractor. Our conclusion is as follows:

1. The lowest bid by Summers-Taylor, Inc. was complete. No errors were found in unit pricing or extended totals. All required bidding documents were completed in full.

We hereby recommend that The City of Morristown award the construction contract to Summers-Taylor, Inc. in the amount of \$509,714.65. This will include the Base Bid Areas and Alternative Bid Areas and will also include using the Thermoplastic Coal Tar Emulsion Surface Treatment described in specification P-629.

We will begin contract preparation and distribution after concurrence from the City of Morristown and TN Aeronautics.

Sincerely,



Jason D. Bennett, P.E
Project Engineer
Michael Baker Jr., Inc.

Enclosures: Tabulation of Bids

**MORRISTOWN REGIONAL AIRPORT
BID TABULATION FOR:
APRON REHABILITATION**

Prepared and Certified by:
Jason D. Bennett, P.E.
Michael Baker International

Bid Date: 22-May-15
Bid Time: 2:00PM
Location: Airport Terminal Building
5233 Old Highway 11E
Morristown, TN 37814

BID TABULATION - BASE BID					ENGINEER'S ESTIMATE		SUMMERS-TAYLOR, INC	
ITEM NO.	SPEC. NO	WORK ITEM DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	01000	Mobilization	LS	1	\$35,105.40	\$35,105.40	\$28,920.00	\$28,920.00
2	S-140A	Remove Existing Pavement	SY	4,100	\$15.00	\$61,500.00	\$9.50	\$38,950.00
3	S-140B	Remove Existing Concrete Ditch Liner	LS	1	\$1,000.00	\$1,000.00	\$2,200.00	\$2,200.00
4	TDOT 303	Mineral Aggregate Base Course	CY	685	\$55.00	\$37,675.00	\$65.00	\$44,525.00
5	TDOT 407	Bituminous Surface Course (411E)	TON	495	\$100.00	\$49,500.00	\$105.50	\$52,222.50
6	TDOT 709	Riprap	TON	125	\$65.00	\$8,125.00	\$69.00	\$8,625.00
7	TDOT 918	Geotextile Type III	SY	75	\$5.00	\$375.00	\$6.95	\$521.25
8	P-602	Bituminous Prime Coat	GAL	1,100	\$3.50	\$3,850.00	\$2.95	\$3,245.00
9	P-608A	Small Crack Repair	LF	18,000	\$2.00	\$36,000.00	\$1.25	\$22,500.00
10	P-608B	Medium Crack Repair	LF	3,000	\$3.00	\$9,000.00	\$1.25	\$3,750.00
11	P-608C	Large Crack Repair	LF	100	\$5.00	\$500.00	\$26.50	\$2,650.00
12	P-620	Pavement Markings	SF	6,000	\$2.00	\$12,000.00	\$1.75	\$10,500.00
13	P-629	Thermoplastic Coal Tar Emulsion Surface Treatment	SY	31,476	\$4.00	\$125,904.00	\$3.55	\$111,739.80
14	T-901	Seeding and Mulching	ACRE	0.15	\$2,500.00	\$375.00	\$2,900.00	\$435.00
15	T-904	Sodding	SY	700.00	\$6.00	\$4,200.00	\$6.95	\$4,865.00
16	T-905	Onsite Topsoiling	CY	30	\$35.00	\$1,050.00	\$95.00	\$2,850.00
ALT-13	P-631	Refined Coal Tar Emulsion With Additives Slurry Seal	SY	31,476	\$3.00	\$94,428.00	\$4.10	\$129,051.60

ESTIMATE OF PROBABLE CONSTRUCTION COST	\$386,159.40	Bid	\$338,498.55
ESTIMATE OF PROBABLE CONSTRUCTION COST (ALT-13)	\$354,683.40	Bid (Alt-13)	\$355,810.35

BID TABULATION - ADDITIVE BID (AREAS 6, 7, 8, 9)					ENGINEER'S ESTIMATE		SUMMERS-TAYLOR, INC	
ITEM NO.	SPEC. NO	WORK ITEM DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	01000	Mobilization	LS	1	\$15,721.00	\$15,721.00	\$13,850.00	\$13,850.00
2	S-140A	Remove Existing Pavement	SY	845	\$15.00	\$12,675.00	\$12.50	\$10,562.50
3	S-140C	Remove 60 LF Existing 12" CMP	LS	1	\$1,000.00	\$1,000.00	\$2,200.00	\$2,200.00
4	TDOT 303	Mineral Aggregate Base Course	CY	140	\$55.00	\$7,700.00	\$75.50	\$10,570.00
5	TDOT 407	Bituminous Surface Course (411E)	TON	152	\$100.00	\$15,200.00	\$114.00	\$17,328.00
6	TDOT 607	12" Class III RCP	LF	60	\$45.00	\$2,700.00	\$49.50	\$2,970.00
7	TDOT 709	Riprap	TON	15	\$65.00	\$975.00	\$69.00	\$1,035.00
8	P-602	Bituminous Prime Coat	GAL	210	\$3.50	\$735.00	\$3.11	\$653.10
9	P-608A	Small Crack Repair	LF	12,000	\$1.50	\$18,000.00	\$1.25	\$15,000.00
10	P-608B	Medium Crack Repair	LF	7,000	\$3.00	\$21,000.00	\$1.25	\$8,750.00
11	P-608C	Large Crack Repair	LF	100	\$5.00	\$500.00	\$26.50	\$2,650.00
12	P-620	Pavement Marking	SF	1,200	\$2.00	\$2,400.00	\$1.75	\$2,100.00
13	P-629	Thermoplastic Coal Tar Emulsion Surface Treatment	SY	22,000	\$4.00	\$88,000.00	\$3.60	\$79,200.00
14	T-901	Seeding and Mulching	ACRE	0.05	\$2,500.00	\$125.00	\$2,900.00	\$145.00
15	E-893	Temporary Silt Fence	LF	100.00	\$3.50	\$350.00	\$2.50	\$250.00
16	T-904	Sodding	SY	350.00	\$6.00	\$2,100.00	\$8.15	\$2,852.50
17	T-905	Onsite Topsoiling	CY	10	\$35.00	\$350.00	\$110.00	\$1,100.00
ALT-13	P-631	Refined Coal Tar Emulsion With Additives Slurry Seal	SY	22,000	\$3.00	\$66,000.00	\$4.10	\$90,200.00

ESTIMATE OF PROBABLE CONSTRUCTION COST	\$189,531.00	Bid	\$171,216.10
ESTIMATE OF PROBABLE CONSTRUCTION COST (ALT-13)	\$167,531.00	Bid (Alt-13)	\$182,216.10

BASE BID PLUS ADDITIVE BID 1 TOTAL	\$575,690.40	Total Bid	\$509,714.65
BASE BID PLUS ADDITIVE BID 1 TOTAL (USE ALT-13)	\$522,214.40	Total Bid- (Alt-13)	\$538,026.45

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AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT, made and entered into this the ____ day of _____, 2015, by and between the City of Morristown, Tennessee (OWNER) and McGill Associates, P.A. (ENGINEER).

WHEREAS, the OWNER is proceeding with the Construction Phase toward the completion of the Project entitled Morristown Farmer's Market consisting of a new 174' x 48' pavilion structure and concrete pad, the installation of a precast concrete restroom structure, asphalt paving and stripping, approximately 2,300 ft² of pervious concrete parking, concrete curbing and sidewalks, landscaping, and utility services (water, sewer, and electrical), all of which have been designed and depicted in the projects construction drawings and contract documents.

WHEREAS, the ENGINEER desires to provide professional engineering services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, it is hereby mutually understood and agreed as follows:

SECTION 1 - GENERAL SERVICES

The ENGINEER shall:

- 1.1 The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in the construction phase of the PROJECT; serve as OWNER's professional engineering representative for the Project; and shall give professional consultation and advice to OWNER during the performance of the services hereunder.
- 1.2 The ENGINEER shall provide all personnel required in performing the Project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the Project shall be fully qualified under Tennessee law to perform such services. None of the services covered by this Agreement shall be subcontracted without the prior approval of the OWNER.
- 1.3 The ENGINEER shall obtain and furnish, or cause to be obtained and furnished, approvals and permits from all governmental authorities having jurisdiction over the Project, unless otherwise agreed to herein.

- 1.4 The ENGINEER shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the Project, or before performing any Additional Services as described in Section 3, or before performing any other services which are not be included in the Basic Services set forth in Section 2 herein, subject to OWNER's right to terminate as herein provided.
- 1.5 The ENGINEER shall comply with all existing federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include all requirements hereunder in any engineering subcontract written in association with this Agreement.

SECTION 2 - BASIC SERVICES

The Engineer shall:

2.1 CONSTRUCTION OBSERVATION

- 2.1.1 Provide project inspection to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents, and during such visits and on the basis of on-site observations as an experienced and qualified design professional, keep the OWNER informed of the progress of the work, endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor(s) and disapprove or reject any work failing to conform to the Contract Documents.
- 2.1.2 Conduct a final inspection with applicable parties to determine if the project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that the ENGINEER may approve to the OWNER final payment to each Contractor.

2.2 CONSTRUCTION ADMINISTRATION

- 2.2.1 Prepare change orders as required and require special inspection or testing of the work if necessary.
- 2.2.2 Review and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data which any Contractor is required to submit, and receive and review schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s) in accordance with the Contract Documents.

- 2.2.3 Coordinate the activities required by the sub-consultants involved in the project and provide the OWNER frequent reports of the progress of the project and respond to any defects or schedule slippage that may occur during the construction and completion of the project.
- 2.2.4 Based on on-site observations as an experienced and qualified design professional and on review of the Contractor(s) applications for payment and supporting data, determine the amount owing to the Contractor(s) and approve to the OWNER payment to the Contractor(s) in such amounts; based on such observations and review, that the work has progressed to the point indicated and that to the best of his knowledge, information and belief the quality of the work is in accordance with the Contract Documents.
- 2.2.5 Prepare for the OWNER a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished.
- 2.2.6 Provide or make available all project files and information to effect project close-out.
- 2.2.7 Assist the OWNER in assuring that the warranty period for the construction work is complied with.

SECTION 3 - ADDITIONAL SERVICES

If authorized by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types which are not considered Basic Services under this Agreement.

- 3.1 Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction.
- 3.2 Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.
- 3.3 Preparing documents for alternate bids or proposals requested by the OWNER, or for work which is not executed, or for out-of-sequence work other than initially agreed upon in the project scope.
- 3.4 Services in connection with change orders requested by the OWNER if the resulting changes result in additional costs for the ENGINEER.

- 3.5 Additional or extended services during construction made necessary by prolongation of the construction contract or default by the Contractor under any prime construction contract, if such construction contract is delayed beyond the original completion date.
- 3.6 Additional services in connection with the Project, including services normally furnished by the OWNER and services not otherwise provided for in this Agreement.

SECTION 4 – OWNER’S RESPONSIBILITIES

The OWNER shall:

- 4.1 Provide full information as to the requirements for the Project.
- 4.2 Assist the ENGINEER by placing at his disposal all available information pertinent to the Project including previous documents and any other data relative to evaluation, design and construction of the Project.
- 4.3 Furnish the ENGINEER any existing data and information for property boundary, easement, right-of-way, topographic and utility surveys; all of which the ENGINEER may rely upon in performing his services under this Agreement.
- 4.4 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this Agreement.
- 4.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 4.6 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement.
- 4.7 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.
- 4.8 Furnish, or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.9 Bear all costs incident to compliance with the requirements of this Section 4.

SECTION 5 - PERIOD OF SERVICES

- 5.1 Unless this Agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period which equals the contract time contained in the contract of the prime contractor.
- 5.2 If the construction of the Project is delayed significantly for reasons beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

- 6.1.1 Based on the scope of work described in this Agreement, McGill Associates proposes to complete each phase of the work for the following not-to-exceed costs:
- | | |
|-----------------------------|--------------|
| Construction Observation | \$ 35,000.00 |
| Construction Administration | \$ 19,000.00 |

6.2 PAYMENT FOR ADDITIONAL SERVICES

- 6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the Project, should any of these services be requested by the OWNER.

6.3 TIMES OF PAYMENT

- 6.3.1 The OWNER will make prompt monthly payments in response to the ENGINEER's monthly detailed statements for all services rendered under this Agreement.

6.4 GENERAL

- 6.4.1 If the OWNER fails to make any payment due the ENGINEER on account of his services and expenses within sixty days after receipt of the ENGINEER's bill therefore, the ENGINEER may, after giving seven days written notice to the OWNER, suspend services under this Agreement until he has been paid in full all amounts due him on account of his services and expenses.

- 6.4.2 If the Agreement is terminated at the completion of any part of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Basic Services, the ENGINEER shall be paid for services rendered on the basis of his reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER will be paid for all their reasonable expenses resulting from such termination, and for any unpaid reimbursable expenses.
- 6.4.3 If, prior to termination of this Agreement, any work by the ENGINEER under Section 2 is suspended in whole or in part for more than three months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of his service.

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

- 7.1.1 In the event that the OWNER finds that it is inadvisable or impossible to continue the execution of the Project; or if the ENGINEER shall fail to fulfill in a timely and proper manner his obligations under this Agreement; or, if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this Agreement; or if the ENGINEER becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the OWNER has the right to terminate at any time this Agreement or any task or phase of work being performed herein by providing ten (10) days written notice to the ENGINEER of such termination and specifying the effective date of such termination; provided, however, that during such period of ten (10) days the ENGINEER shall have the opportunity to remedy such failures or violations to avoid such termination.
- 7.1.2 In the event of termination, as provided herein, the ENGINEER shall be paid for all services performed and actual expenses incurred up to the date of termination pursuant to Section 6.4.2 herein.

7.2 DISPUTES

In the event a dispute, claim or other unresolved matter arises between the parties hereto pertaining to the terms of this agreement, either party may request the resolution to said dispute, claim or other unresolved matter be submitted to non-binding mediation before a qualified mediator under the rules

of the Tennessee Supreme Court. If non-binding mediation is accepted by both parties, the costs of the mediator will be shared equally among the parties. If the mediation is unsuccessful, either party may proceed further with legal proceedings through the Tennessee court system.

7.3 ESTIMATES

- 7.3.1 Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his estimates for cost for the Project are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the Project construction cost will not vary from cost estimates prepared by him.

7.4 INSURANCE AND CLAIMS

- 7.4.1 The ENGINEER will secure and maintain such insurance as will protect him from claims under workmen's compensation acts, claims for damages because of bodily injury including personal injury, sickness, or disease, or death of any of his employees or of any person other than his employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. Said insurance policy or policies shall be written by a company or companies and in a form and substance approved by the OWNER prior to the policies being put into effect, and shall be in an amount not less than three million dollars (\$3,000,000).

7.5 SUCCESSORS AND ASSIGNS

The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.


7.6

ENTIRE AGREEMENT

7. 6.1 This Agreement constitutes the entire agreement between the OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented or modified by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

Attest:


Secretary

McGill Associates, P.A.

By:


Joel Storrow, P.E.
President

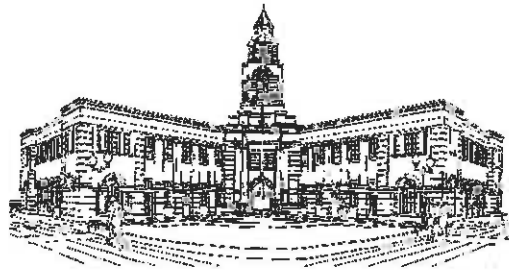
Attest:

City of Morristown, Tennessee

By: _____

Name: _____

Title: _____



Morristown City Council Agenda Item Summary

Date: May 28, 2015

Agenda Item:

Prepared by: Michael Hamrick

Subject: Geographic Information System (GIS) Software

Background / History: The establishment of the Morristown Hamblen GIS Steering Committee (MHGIS) provides an agreement in reference to GIS resource sharing and technical system requirements. This agreement states that software licenses be held by the GIS Manager and funded through MHGIS.

Findings / Current Activity: This agenda item facilitates the single, all inclusive license under MHGIS. This license structure will ease the burden of administering multiple licenses while allowing increased adoption of the software.

Financial Impact: The Regional Government Enterprise License Agreement (ELA) from our software provider is contracted annually over a three year term. This \$50,000.00 approval is for the second year of our agreement.

Action options / Recommendations: This software license agreement will allow MHGIS to continue to move towards its objectives of minimizing redundant database entries, map revisions, and other duplications of effort in the most practical and cost-effective method. Furthermore, it will allow MHGIS to expand the adoption of GIS technology into additional departmental operations through an unlimited number of desktop software licenses.

Attachments:



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 04/01/2015
To: Michael Hamrick
Organization: Morristown Hamblen GIS Steering Committee
Fax #: 423-585-4679 **Phone #:** 423-312-2420

From: Aracely Rios
Fax #: 909-307-3083 **Phone #:** 909-793-2853 Ext. 6159
Email: arios@esri.com

Number of pages transmitted
(including this cover sheet): 3

Quotation #25679509
Document Date: 04/01/2015

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level

<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-2853/159
Fax #: 909-307-3083

Quotation

Date: 04/01/2015**Quotation Number:** 25679509

Morristown Hamblen GIS Steering Com
100 W 1st North St
Morristown TN 37814
Attn: Michael Hamrick

Phone: 423-585-2793**Customer Number:** 495642

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Aracely Rios

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
File #54630
Los Angeles, CA 90074-4630

Item	Qty	Material#	Unit Price	Extended Price
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Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet.

The annual usage report must include actual license counts by product, licensee, and location.

Please return your report via email to ela_usage_reports@esri.com.

Thank you in advance for your prompt attention to this matter.

10	1	110037	50,000.00	50,000.00
		Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement		
		Start Date: 07/22/2015		
		End Date: 07/21/2016		

Subtotal	50,000.00
Estimated Tax	0.00
Total	\$ 50,000.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Aracely Rios**Ext:** 6159

[RIOSR]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

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esri

380 New York Street
Redlands, CA 92373
Phone: 909-793-28536159
Fax #: 909-307-3083

Quotation

Page 2

Date: 04/01/2015

Quotation No: 25679509

Customer No: 495642

Item	Qty	Material#	Unit Price	Extended Price
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IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal; such terms are incorporated in this quotation by reference. Acceptance is limited to the terms of this quotation. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of \$_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

[RIOSa]

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Date of Issuance: May 15, 2015

Effective Date:

Owner: City of Morristown

Owner's Contract No.:

Contractor: Hale Construction, Inc.

Contractor's Project No.:

Engineer: McGill Associates, P.A.

Engineer's Project No.: 14.06503

Project: Morristown Farmer's Market

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Add all labor and materials costs associated with the additional plumbing connections required by the final CXT restroom drawings, when compared to original drawings in contract documents, and the installation of Classic Recreation Systems, Inc. provided bolt covers at the base of each pavilion column (16 total).

Attachments: Hale Construction, Inc. quotes for (1) additional restroom plumbing work and (2) optional bolt covers at base of pavilion columns.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 568,400.00	Original Contract Times: Substantial Completion: <u>115</u> Ready for Final Payment: <u>130</u> days
Increase from previously approved Change Orders No. <u>-</u> to No. <u>-</u> : \$ 0	Increase from previously approved Change Orders No. <u>-</u> to No. <u>-</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ 568,400.00	Contract Times prior to this Change Order: Substantial Completion: <u>115</u> Ready for Final Payment: <u>130</u> days
Increase of this Change Order: \$ 4,604.48	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price incorporating this Change Order: \$ 573,004.48	Contract Times with all approved Change Orders: Substantial Completion: <u>115</u> Ready for Final Payment: <u>130</u> days

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (if required)	CFR (Authorized Signature)	CFR (Authorized Signature)	CFR (Authorized Signature)	Owner (Authorized Signature)	Owner (Authorized Signature)
Title: <u>PROJECT ENGINEER</u>	Title: <u>Construction Administrator</u>	Title: <u>Construction Administrator</u>	Title: <u>Construction Administrator</u>	Title: <u>Construction Administrator</u>	Title: <u>Construction Administrator</u>
Date: <u>5/15/15</u>	Date: <u>5-17-15</u>	Date: <u>5-17-15</u>	Date: <u>5-17-15</u>	Date: <u>5-17-15</u>	Date: <u>5-17-15</u>

EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Title _____

Date _____

By: _____

Funding Agency (if applicable)

Title: _____

Date _____

Hale Construction, Inc.

May 12, 2015

Mr. Bill Hunigan
McGill Associates
2240 Sutherland Ave., Suite 2
Knoxville, TN 37919

Re: Morristown Farmers Market

Dear Mr. Hunigan:

The following is a breakdown of costs if we are to provide the plumbing as indicated on CXT Drawings CR-17, CR-18, & CR-19. The contract drawings show a 1" waterline to the toilet building and a 4" sewer line from the building. The Special Conditions call for "Water, electrical, and sewer connections to be placed per CXT drawings" and the drawing included in the Special Conditions only shows the 16X32 plumbing block-out, so we included only the 1" waterline and 4" sewer line stub-ups in the 16X32 plumbing block-out.

The cost breakdown to provide the three (3) floor drains with trap primers, two (2) 3" waste pipes extended 12" above finish floor, and three (3) 2" vent pipes extended 12" above finish floor is as follows:

Material –	
Cockrum Plumbing	\$ 700.00
Labor & Permits–	
Cockrum Plumbing	\$ 700.00
Subtotal	\$1,400.00
10% O&P	\$ 140.00
TOTAL	\$1,540.00

If you have any questions, please do not hesitate to contact me.

Yours very truly,



John R. Hofer

Hale Construction, Inc.

May 7, 2015

Mr. Bill Hunigan
McGill Associates
2240 Sutherland Ave., Suite 2
Knoxville, TN 37919

Re: Morristown Farmers Market

Dear Mr. Hunigan:

The following is a breakdown of costs if we are to provide the optional bolt covers. The covers are a two piece cover that screws together to cover the 20" base plate. The cover are made of 14 gauge steel, 6" high and are powdered coated to match the columns.

The cost breakdown is as follows:

Material --

Recreational Concepts - \$147.26 per cover X 16 = \$2,356.16

Sales Tax

\$ 229.73

Subtotal

\$2,585.89

Labor --

Hale Construction -- install 2 per hour = 8 X \$25.00 =

\$ 200.00

Subtotal

\$2,785.89

10% O&P

\$ 278.59

TOTAL

\$3,064.48

This price does not include any freight, because I'm assuming a decision will be made in time for them to ship with the pavilion. If you have any questions, please do not hesitate to contact me.

Yours very truly,


John R. Hofer

MEMORANDUM

To: Mayor & City Council
From: Anthony W. Cox, City Administrator
Subject: Roberts School
Date: May 28, 2015

The City entered into a lease agreement with Douglas Cherokee Economic Authority Inc. for the old Roberts School building at 534 E 1st North St in 1995. This lease was extended in 2010 and is set to expire in June 2015.

I would like to ask for Council's authorization to negotiate with Douglas Cherokee concerning this property. Negotiations would be to consider a renewal of the lease as well as other alternatives for a long term solution. If authorized, I will return to Council with a report and recommendation prior to the expiration of the lease agreement.