

**AGENDA  
CITY OF MORRISTOWN, TENNESSEE  
CITY COUNCIL MEETING  
MAY 19, 2015 – 5:00 P.M.**

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Mike Cutshaw, Chaplain Morristown Police Department

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

1. May 5, 2015

2. May 11, 2015 “Sine Die” Meeting

6. **PROCLAMATIONS/PRESENTATIONS**

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

8. **OLD BUSINESS**

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

1. Ordinance No. 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.

9. **NEW BUSINESS**

9-a. **Resolutions**

1. Resolution No. \_\_\_\_\_

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

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

1. Ordinance No. \_\_\_\_\_  
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).] **{Public Hearing June 2, 2015}**

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

1. Award of Bid/Contract to Summers-Taylor in the amount of \$274,212.50 for rehabilitation of bridge over Turkey Creek at South Henry Street, subject to TDOT concurrence.
2. Award of Bid/Contract to Southern Constructors in the amount of \$224,174.50 for rehabilitation of bridge over Turkey Creek at West 2<sup>nd</sup> North Street, subject to TDOT concurrence.
3. Approve 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.
4. Approve agreement between the City of Morristown and Strategic Services for Architect/Engineering Consulting Services.
5. Approve design and bid services agreement between the City of Morristown and Michael Baker Jr. Inc. for rehabilitation of two six-unit T-hangars, one ten-unit T-hangar, and one double box hangar at Morristown Regional Airport in the not-to-exceed amount of \$38,826.00.
6. 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.

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

1. City Council Appointment of a Councilmember to the Ambulance Authority Board of Directors to fill the tenure term of Mayor Danny Thomas.
2. Mayor's appointment(s) to the Finance Committee.

3. City Council Appointment or Re-appointment to the Parks & Recreation Advisory Board for a three (3) year term to expire June 1, 2018; terms expiring Alpha Alexander, Hank Smith and Joann Jenkins.
4. Mayor's appointment to the Morristown Planning Commission to fill the unexpired term of Ken Smith, term expiring March 1, 2017.

9-c. **New Issues**

10. **CITY ADMINISTRATOR'S REPORT**

1. Line Item Transfer(s)

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

May 25, 2015	(Monday)
June 2, 2015	(Tues) 5:00 p.m.
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.

City Employee's Holiday (Memorial Day)
Regular City Council Meeting with Work Session
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  
MAY 19, 2015  
5:00 p.m.**

**1. Budget Issues.**

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
MAY 5, 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 5, 2015, with the Honorable Mayor Danny Thomas, presiding and the following Councilmembers present; Bob Garrett, Kay Senter, Dennis Alvis and Paul LeBel present, absent; Chris Bivens.

Jonathan Bewley, Senior 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 April 21, 2015 minutes as circulated. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Thomas presented a check to Project Graduation in the amount of \$1,000.

Mayor Thomas gave a statement of Thank You to local Hamblen County Educators.

Mayor Thomas read and presented an Arbor Day Proclamation to Tree Board and Morristown Utility Systems Representatives.

Councilmember Alvis made a motion to approve Ordinance No. 3504.09 on first reading and schedule a public hearing relative to final passage of said Ordinance for May 19, 2015. Councilmember LeBel 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 Senter made a motion to award the bid/contract in the amount of \$512,794.45 to Summers-Taylor, Inc. for the Morristown Medical District Project, 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 \$897,900 to Summers-Taylor, Inc. for the Colortech, Inc. Rail Spur and Site Improvements. Councilmember LeBel seconded the motion and upon roll call; all voted "aye".

Councilmember Garrett made a motion to approve the Request for Qualification (RFQ) selection of Strategic Services Company for Architect/Engineering Consulting Services. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Mayor Thomas adjourned the May 5, 2015 City Council meeting at 5:29 p.m.

\_\_\_\_\_  
MAYOR

ATTEST:

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

**STATE OF TENNESSEE  
COUNTY OF HAMBLEN  
CORPORATION OF MORRISTOWN  
MAY 11, 2015**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in "Sine Die" session at the regular meeting place of the council in the Morristown City Center at 5:00 p.m., Monday, May 11, 2015 with Honorable Mayor Danny Thomas presiding and the following named Councilmembers present; Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis and Paul LeBel.

Councilmember Alvis made a motion to approve the certification of the May 5, 2015 City Election results as spread below. Councilmember LeBel seconded the motion and upon roll call; all voted "aye".

<b>MAYOR</b>	<b>Gary D. Chesney</b>	<b>1,098 Elected</b>
	Gary Everett Hardin	290
	Louis "Doe" Jarvis	478
	Danny Thomas	770
<b>COUNCILMEMBER AT LARGE</b>	Gene Brooks	801
	<b>Ken Smith</b>	<b>1,704 Elected</b>
<b>COUNCILMEMBER AT LARGE</b>	Ventrus Norfolk	945
	<b>Tommy L. Pedigo</b>	<b>1,473 Elected</b>
<b>COUNCILMEMBER WARD #2</b>	<b>Chris Bivens</b>	<b>1,348 Elected</b>
	Dennis A. Wheeler	1,127
<b>COUNCILMEMBER WARD #4</b>	<b>Dennis Alvis</b>	<b>2,028 Elected</b>

Councilmember LeBel made a motion to adjourn Sine Die; Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Judge James E. Beckner swore in the newly elected Mayor and City Councilmember(s).

Mayor Chesney adjourned the May 11, 2015 Sine Die City Council meeting at 5:20 p.m.

\_\_\_\_\_  
Mayor

ATTEST:

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

# APPROPRIATION ORDINANCE

Ordinance Number: 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.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3504 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2014-2015 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General	Revenue	110-36610	Special Assessments - Charges	\$ 10,000			
General	Codes Enforcement	110-41710-399	Codes Enforcement - Other Contracted Services			\$ 10,000	
Totals				\$ 10,000	\$ -	\$ 10,000	\$ -

In Balance

PASSED ON FIRST READING THIS 5th DAY of MAY 2015

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_ City Administrator

PASSED ON SECOND READING THIS 19th DAY OF MAY 2015

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_ City Administrator



**Resolution No. \_\_\_\_\_**  
**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**, the City of Morristown has an adopted Action Plan, approved by HUD depicting utilization of HUD entitlement funds for the Fiscal Year 15-16; 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

[Return to Agenda](#)



## **CITY OF MORRISTOWN CROSSROADS DEVELOPMENT DISTRICT**

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### **Façade Improvement Grant Program Guidelines FY 2015-2016**

#### **About the Grant**

The Façade Improvement Grant Program seeks to encourage business owners and tenants to invest in properties located within Morristown's Crossroads Development District (see exhibit A), by financially assisting with appropriate **exterior** renovations to their buildings. The intention is to stimulate building improvements while being mindful of the historical significance and uniqueness of the downtown area.

The Façade Improvement Grant is a reimbursement program and requires that the building owner or tenant contribute a minimum of 50% of the total cost of the renovation project. The maximum grant amount awarded is \$5,000.00 (based on a minimum of \$10,000 total project costs). Please note that all projects whose total costs exceed \$2,000 may be subject to comply with all applicable federal Davis-Bacon rules, including prevailing wage requirements. This may increase the labor costs of a project. Applications will be examined by staff to determine applicability of Davis-Bacon rules and regulations.

This program is funded through the Community Development Block Grant (CDBG) received by the City of Morristown from the United States Department of Housing and Urban Development. Residential structures and nonprofit organizations are ineligible for façade improvement grant funding.

#### **Goals**

Positive building appearance has been proven to increase property values, improve the marketability of space within the building and attract new businesses, residents, and visitors to an area. Replacing damaged, boarded or bricked-up windows, improving storefronts, promoting building safety and structural integrity, weatherizing, repainting, or removing paint from buildings that have been previously painted are all considered to be important priorities in administration of the program.

#### **Timeline**

Applications will be available on June 1, 2015 and will be accepted for review until the close of business on July 15, 2015. Completed grant applications will be considered and awarded in order of submission. Incomplete applications will not be reviewed. Partial funding may be awarded due to funding limitations; thus, applicants should prioritize when selecting improvement projects. A second round of grants may be announced if funding is available. However, it is important to note that only one application will be accepted per building each year. **All proposed work must be able to be completed no later than April 15, 2016.**

**Only apply for a grant if you are committed to completing the project by April 15, 2016 and using all of the matching grant requested on the application.**

## **Eligibility**

To qualify for the Façade Improvement Grant, the building must be located within the Crossroads Development District as illustrated in “Exhibit A”. The applicant must either be the building (property) owner or tenant; however, if the applicant is the tenant, he or she must obtain the property owner’s approval and signature on the grant application. Any and all improvements must be in compliance with current city code and zoning regulations.

Exterior building improvements may consist of the following: painting (excluding previously unpainted masonry); paint removal (sandblasting not acceptable); storefront renovations; window repair or replacement; door repair or replacement; awnings; exterior lighting; masonry repair or tuckpointing; cornice repair or replacement; gutter and downspout repair or replacement; and parapet or cupola repairs. Other improvements may be considered upon request. In addition, grant funds may be used for professional services and building permit fees.

Examples of activities that would be considered *ineligible* include: landscaping; parking lots; freestanding signs; interior renovations; temporary, portable, or non-permanent improvements; new building construction; property acquisition; refinancing of existing debt; payment of delinquent taxes; and improvements already in progress or completed prior to grant approval.

Building improvements shall reflect the architectural integrity of the original building and the neighboring traditional streetscape. The sides of buildings (secondary facades) which are highly visible from nearby streets or public parking areas may be included in and are encouraged to be a part of the building improvements. Participants are encouraged to follow the standards set forth in the Secretary of the Interiors Standards for Rehabilitating Historic Buildings, where applicable. The standards are available online at the following website: <http://www.nps.gov/tps/standards/rehabilitation.htm>.

**All applicants will be required to list their DUNS number on the application. If the applicant does not currently have a DUNS number or does not remember their DUNS number, it may be obtained at the following website: <http://fedgov.dnb.com/webform>.**

## **Administration**

The Façade Improvement Grant program will be managed by the City of Morristown’s Community Development Department. Grant applications will be reviewed and approved by a committee consisting of staff from the Morristown Community Development Department and the Crossroads Downtown Partnership. Completed applications will be considered in order of submission by the Review Committee. If an application is deemed incomplete by the committee, it will be returned to the property owner or tenant for completion and resubmission. Again, only completed applications will be considered.

## **Application Process**

The grant application process can be broken down into the following typical steps:

**Step 1:** Complete an application and include the required attachments as listed on the application.

**Step 2:** Submit the completed grant application to:

CDBG Façade Grant Program  
Morristown Community Development Department  
100 W. 1<sup>st</sup> North Street  
P.O. Box 1499  
Morristown, TN 37814

**Step 3:** The application will be evaluated and notification of approval given on or before August 8, 2015, for first round applications.

**Step 4:** All work affiliated with the grant must be completed by April 15, 2016. Any changes necessitated while the project is under construction must be approved by the City of Morristown prior to installation. All construction must be done in accordance with applicable codes. It is the responsibility of the building owner, tenant or their designee to obtain any applicable building permits. All construction management shall be the responsibility of the applicant.

**Step 5:** The improvements are inspected by the City of Morristown to verify that the submitted plan has been followed and construction completed satisfactorily.

**Step 6:** The applicant must submit to the City of Morristown all project receipts and proof of payment. Grant funds will be dispersed within 30 days of completed projects.

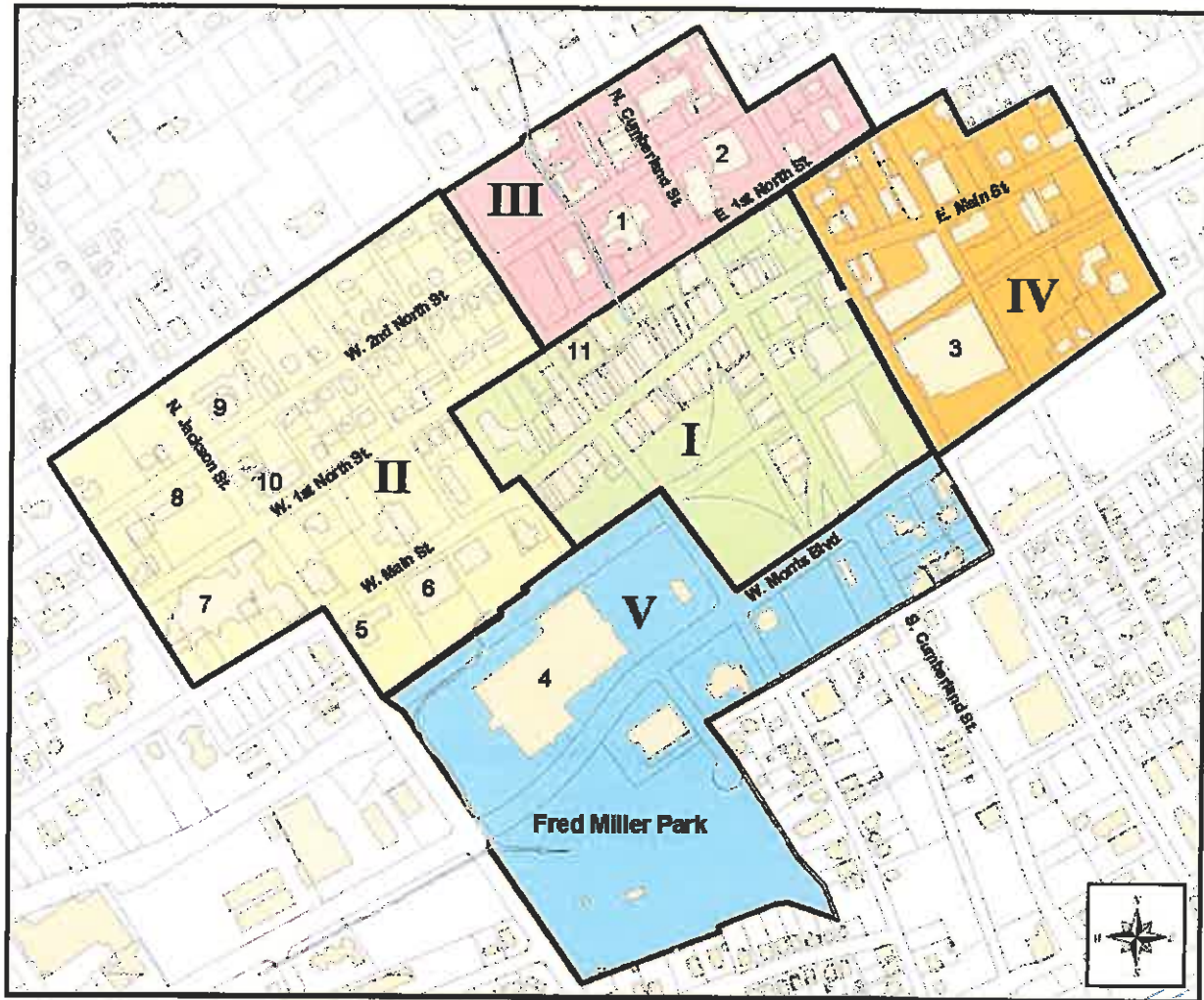
**NOTE: Please fill out all information requested on the grant application. Failure to provide complete and accurate information may delay the approval process or disqualify an applicant from the façade grant program.**

### **Open Records**

The City of Morristown, the Department of Housing and Urban Development, the Comptroller General of the United States, or any duly authorized representatives shall have access to any books, documents, papers and records which are directly related to the program assistance for the purposes of monitoring, making audits, examination, excerpts and transcripts. All records supporting the costs and components of program assisted improvements shall be maintained for a period not less than three (3) years following project completion.

The City expressly reserves the right to reject any or all applications or to request more information from the applicant.

## Exhibit A – Crossroads Development District



### Neighborhood Key:

- I. Downtown Core
- II. West North Area
- III. City Center Area
- IV. E. Main Area
- V. Morris Boulevard Area

Neighborhood Boundaries

Structures

### Landmark Buildings:

1. City Center
2. First Methodist Church
3. Sherwood Commons
4. HealthStar Physicians
5. Morristown Utility Systems
6. Morristown-Hamblen Library
7. First Baptist Church
8. Hamblen County Courthouse (*National Register*)
9. Rose Center (*National Register*)
10. Centenary Methodist Church
11. Henry Street Post Office (*National Register*)





**CITY OF MORRISTOWN  
CROSSROADS DEVELOPMENT DISTRICT**

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**Façade Improvement Grant Program Application  
FY 2015-2016**

***\*\*Projects must be completed by April 15, 2016 \*\****

**I. Applicant & Property Information**

Applicant Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

Street address where work will be performed:

\_\_\_\_\_

Year Built: \_\_\_\_\_

Name of Business: \_\_\_\_\_ Type of Business: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Mailing Address (if different from street address): \_\_\_\_\_

Property Owner (if different from applicant): \_\_\_\_\_

Owner Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

*If the applicant is different from the building owner, please attach a letter from the owner expressing approval of the proposed project.*

## II. Project Information

A. Please provide a brief description of the project:

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B. Will the project address existing facade deterioration? Please describe the existing condition(s) and proposed method of correction:

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C. Will the project preserve any exterior historic architectural elements or restore architectural elements once removed? If so, please describe how *(including preservation methods to be utilized)*:

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D. Summary of type of improvements proposed *(check all that apply)*:

- |  |  |   |                                  |
|--|--|---|----------------------------------|
| <input type="checkbox"/> Repainting      | <input type="checkbox"/> Paint Removal       | <input type="checkbox"/> Storefront               | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Doors           | <input type="checkbox"/> Exterior Lighting   | <input type="checkbox"/> Awnings                  |                                  |
| <input type="checkbox"/> Cornice/Parapet | <input type="checkbox"/> Cleaning/Repointing | <input type="checkbox"/> Other <i>(specify)</i> : | _____                            |

E. 1. Estimated total cost of improvements: \$ \_\_\_\_\_

2. Total Reimbursement Requested: \$ \_\_\_\_\_

*Maximum 50% of total project cost (\$250 minimum and \$5,000 maximum amount)*

- F. 1. Proposed project start date: \_\_\_\_\_
2. Proposed completion date: \_\_\_\_\_
3. Contractor information: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- G. Other Comments: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

### **III. Required Attachments**

- A. Proof of Owner Permission for Project Attached: ☐ Yes ☐ No
- B. Color Photo(s) of Existing and Improved (After) Building Façade(s) Attached: ☐ Yes ☐ No
- C. Color Samples & Product Specifications Attached: ☐ Yes ☐ No
- D. Cost Estimates Attached: ☐ Yes ☐ No



#### IV. Statement of Understanding and Certification

I, (We) as applicant/owner of record make this application to the FY2015-2016 Facade Improvement Grant Program for matching grant funds to be used for exterior improvements to the building listed on this application. I agree that I understand the following requirements and guidelines in regard to my application:

- Participation in the program requires me to follow program guidelines that govern improvements made under the program, including those improvements made with my portion of the project cost.
- I am willing to comply with the program guidelines, timelines and provide required documents and materials.
- I understand that the guidelines are in addition to, and do not override, local, state and federal regulations.
- I further declare that I understand that this is a reimbursable grant program, meaning that successful applicants must undertake and incur the costs for grant funded projects prior to receiving actual grant funds.
- I understand that all work must be completed and consistent with the approved scope of work prior to reimbursement.
- I understand that any and all improvements I make must be in compliance with city code and zoning regulations.
- If applicable, I am aware of and prepared to meet the federal regulation pursuant to Davis-Bacon compliance (available for review at <http://www.dol.gov/compliance/laws/comp-dbra.htm>) if the total costs exceed \$2,000.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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#### *Office Use Only*

Date received: \_\_\_\_\_ Application Number: \_\_\_\_\_ On Site Meeting: \_\_\_\_\_

Date Approval of Application Granted/Denied: \_\_\_\_\_

Application Approved in the amount of \$ \_\_\_\_\_

Amount Paid: \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## **CITY OF MORRISTOWN RADIO CENTER DISTRICT**

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### **Façade Improvement Grant Program Guidelines FY 2015-2016**

#### **About the Grant**

The Façade Improvement Grant Program seeks to encourage business owners and tenants to invest in properties located within Morristown's Radio Center District (see exhibit A), by financially assisting with appropriate **exterior** renovations to their buildings. The intention is to stimulate building improvements while being mindful of the historical significance and uniqueness of the area.

The Façade Improvement Grant is a reimbursement program and requires that the building owner or tenant contribute a minimum of 50% of the total cost of the renovation project. The maximum grant amount awarded is \$5,000.00 (based on a minimum of \$10,000 total project costs). Please note that all projects whose total costs exceed \$2,000 must be prepared to comply with all applicable federal Davis-Bacon rules, including prevailing wage requirements. This may increase the labor costs of a project. Applications will be examined by staff to determine applicability of Davis-Bacon rules and regulations.

This program is funded through the Community Development Block Grant (CDBG) received by the City of Morristown from the United States Department of Housing and Urban Development. Residential structures and nonprofit organizations are ineligible for façade improvement grant funding.

#### **Goals**

Positive building appearance has been proven to increase property values, improve the marketability of space within the building and attract new businesses, residents, and visitors to an area. Replacing damaged, boarded or bricked-up windows, improving storefronts, promoting building safety and structural integrity, weatherizing, repainting, or removing paint from buildings that have been previously painted are all considered to be important priorities in administration of the program.

#### **Timeline**

Applications will be available on June 1, 2015 and will be accepted for review until the close of business on July 15, 2015. Completed grant applications will be considered and awarded in order of submission. Incomplete applications will not be reviewed. Partial funding may be awarded due to funding limitations; thus, applicants should prioritize when selecting improvement projects. A second round of grants may be announced if funding is available. However, it is important to note that only one application will be accepted per building each year. **All proposed work must be able to be completed no later than April 15, 2016.**

**Only apply for a grant if you are committed to completing the project by April 15, 2016 and using all of the matching grant requested on the application.**

## **Eligibility**

To qualify for the Façade Improvement Grant, the building must be located within the Radio Center District as illustrated in “Exhibit A”. The applicant must either be the building (property) owner or tenant; however, if the applicant is the tenant, he or she must obtain the property owner’s approval and signature on the grant application. Any and all improvements must be in compliance with current city code and zoning regulations.

Exterior building improvements may consist of the following: painting (excluding previously unpainted masonry); paint removal (sandblasting not acceptable); storefront renovations; window repair or replacement; door repair or replacement; awnings; exterior lighting; masonry repair or tuckpointing; cornice repair or replacement; gutter and downspout repair or replacement; and parapet or cupola repairs. Other improvements may be considered upon request. In addition, grant funds may be used for professional services and building permit fees.

Examples of activities that would be considered *ineligible* include: landscaping; parking lots; freestanding signs; interior renovations; temporary, portable, or non-permanent improvements; new building construction; property acquisition; refinancing of existing debt; payment of delinquent taxes; and improvements already in progress or completed prior to grant approval.

Building improvements shall reflect the architectural integrity of the original building and the neighboring traditional streetscape. The sides of buildings (secondary facades) which are highly visible from nearby streets or public parking areas may be included in and are encouraged to be a part of the building improvements. Participants are encouraged to follow the standards set forth in the Secretary of the Interiors Standards for Rehabilitating Historic Buildings, where applicable. The standards are available online at the following website: <http://www.nps.gov/tps/standards/rehabilitation.htm>. Any and all color palettes selected must mimic or closely resemble Sherwin-Williams Suburban Modern exterior color palette available in-store and online at the following website: <http://www.sherwinwilliams.com/wcm/idc/groups/public/@swpublic/@sherwin-williams/@content/documents/webcontent/mdaw/mda4/~edisp/sw-pdf-ext-suburban.pdf>.

**All applicants will be required to list their DUNS number on the application. If the applicant does not currently have a DUNS number or does not remember their DUNS number, it may be obtained at the following website: <http://fedgov.dnb.com/webform>.**

## **Administration**

The Radio Center Façade Improvement Grant program will be managed by the City of Morristown’s Community Development Department. Grant applications will be reviewed and approved by a committee consisting of staff from the Morristown Community Development Department. Completed applications will be considered in order of submission by the Façade Improvement Grant Review Committee. If an application is deemed incomplete by the committee, it will be returned to the property owner or tenant for completion and resubmission. Again, only completed applications will be considered.

## **Application Process**

The grant application process can be broken down into the following typical steps:

**Step 1:** Complete an application and include the required attachments as listed on the application.

**Step 2:** Submit the completed grant application to:

CDBG Façade Grant Program  
Morristown Community Development Department  
100 W. 1<sup>st</sup> North Street  
P.O. Box 1499  
Morristown, TN 37814

**Step 3:** The application will be evaluated and notification of approval given on or before August 8, 2015, for first round applications.

**Step 4:** All work affiliated with the grant must be completed by April 15, 2016. Any changes necessitated while the project is under construction must be approved by the City of Morristown prior to installation. All construction must be done in accordance with applicable codes. It is the responsibility of the building owner, tenant or their designee to obtain any applicable building permits. All construction management shall be the responsibility of the applicant.

**Step 5:** The improvements are inspected by the City of Morristown to verify that the submitted plan has been followed and construction completed satisfactorily.

**Step 6:** The applicant must submit to the City of Morristown all project receipts and proof of payment. Grant funds will be dispersed within 30 days of completed projects.

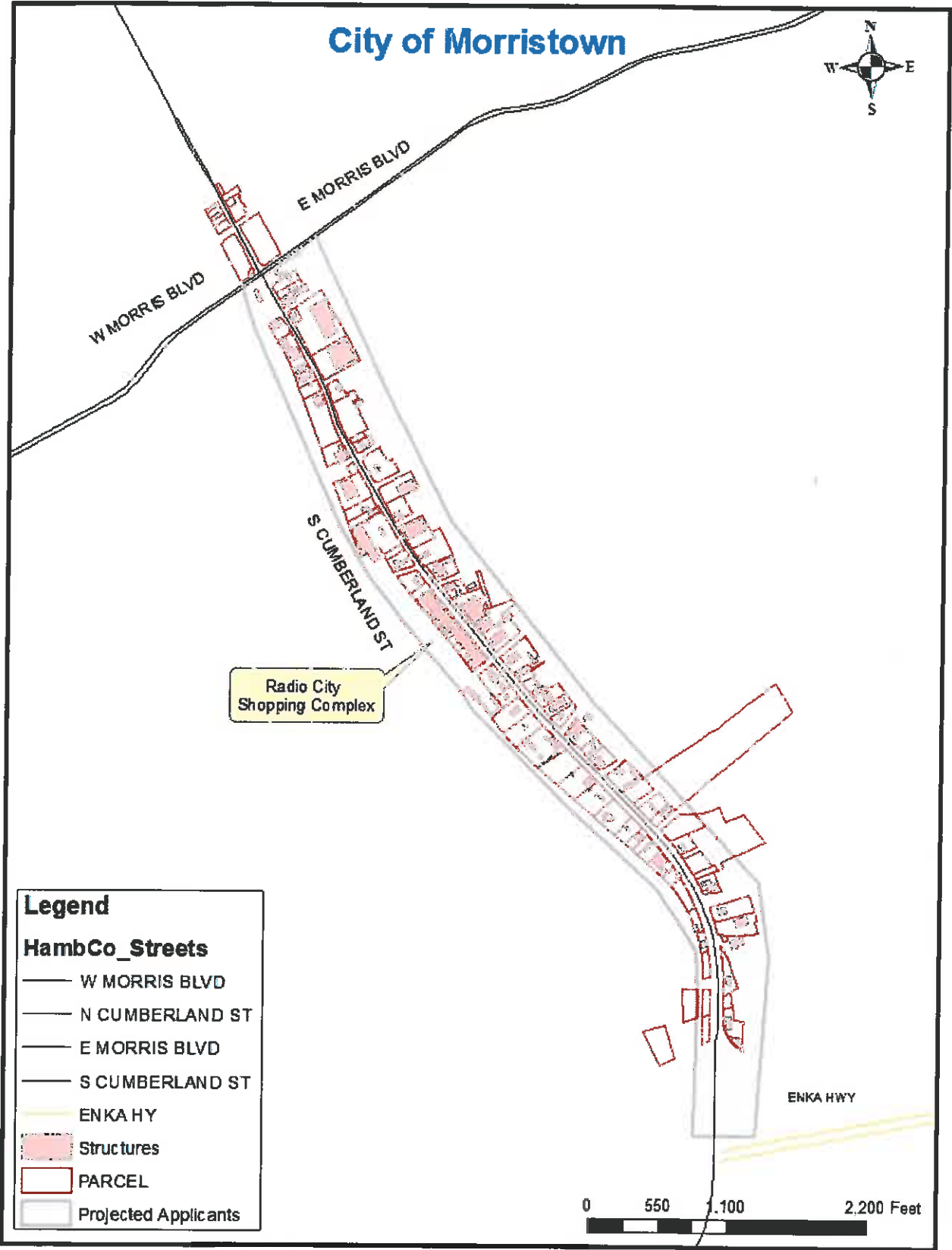
**NOTE: Please fill out all information requested on the grant application. Failure to provide complete and accurate information may delay the approval process or disqualify an applicant from the façade grant program.**

### **Open Records**

The City of Morristown, the Department of Housing and Urban Development, the Comptroller General of the United States, or any duly authorized representatives shall have access to any books, documents, papers and records which are directly related to the program assistance for the purposes of monitoring, making audits, examination, excerpts and transcripts. All records supporting the costs and components of program assisted improvements shall be maintained for a period not less than three (3) years following project completion.

The City expressly reserves the right to reject any or all applications or to request more information from the applicant.

Exhibit A – Radio Center District





**CITY OF MORRISTOWN  
RADIO CENTER DISTRICT**

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**Façade Improvement Grant Program Application  
FY 2015-2016**

***\*\*Projects must be completed by April 15, 2016 \*\****

**I. Applicant & Property Information**

Applicant Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

Street address where work will be performed:

\_\_\_\_\_

Year Built: \_\_\_\_\_

Name of Business: \_\_\_\_\_ Type of Business: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Mailing Address (if different from street address): \_\_\_\_\_

Property Owner (if different from applicant): \_\_\_\_\_

Owner Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

*If the applicant is different from the building owner, please attach a letter from the owner expressing approval of the proposed project.*

## II. Project Information

A. Please provide a brief description of the project:

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B. Will the project address existing facade deterioration? Please describe the existing condition(s) and proposed method of correction:

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C. Summary of type of improvements proposed (*check all that apply*):

- |  |  |  |                                  |
|--|--|--|----------------------------------|
| <input type="checkbox"/> Repainting      | <input type="checkbox"/> Paint Removal       | <input type="checkbox"/> Storefront                | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Doors           | <input type="checkbox"/> Exterior Lighting   | <input type="checkbox"/> Awnings                   |                                  |
| <input type="checkbox"/> Cornice/Parapet | <input type="checkbox"/> Cleaning/Repointing | <input type="checkbox"/> Other ( <i>specify</i> ): | _____                            |

D. 1. Estimated total cost of improvements: \$ \_\_\_\_\_

2. Total Reimbursement Requested: \$ \_\_\_\_\_

*Maximum 50% of total project cost (\$250 minimum and \$5,000 maximum amount)*

E. 1. Proposed project start date: \_\_\_\_\_

2. Proposed completion date: \_\_\_\_\_

3. Contractor information: \_\_\_\_\_

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F. Other Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **III. Required Attachments**

A. Proof of Owner Permission for Project Attached: ☐ Yes ☐ No

B. Color Photo(s) of Existing and Improved (After) Building Façade(s) Attached: ☐ Yes ☐ No

C. Color Samples & Product Specifications Attached: ☐ Yes ☐ No

D. Written Cost Estimates from Supplier or Contractor Attached: ☐ Yes ☐ No



#### IV. Statement of Understanding and Certification

I, (We) as applicant/owner of record make this application to the FY2015-2016 Facade Improvement Grant Program for matching grant funds to be used for exterior improvements to the building listed on this application. I agree that I understand the following requirements and guidelines in regard to my application:

- Participation in the program requires me to follow program guidelines that govern improvements made under the program, including those improvements made with my portion of the project cost.
- I am willing to comply with the program guidelines, timelines and provide required documents and materials.
- I understand that the guidelines are in addition to, and do not override, local, state and federal regulations.
- I further declare that I understand that this is a reimbursable grant program, meaning that successful applicants must undertake and incur the costs for grant funded projects prior to receiving actual grant funds.
- I understand that all work must be completed and consistent with the approved scope of work prior to reimbursement.
- I understand that any and all improvements I make must be in compliance with city code and zoning regulations.
- If applicable, I am aware of and prepared to meet the federal regulation pursuant to Davis-Bacon compliance (available for review at <http://www.dol.gov/compliance/laws/comp-dbra.htm>) if the total costs exceed \$2,000.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*\*\*

#### *Office Use Only*

Date received: \_\_\_\_\_ Application Number: \_\_\_\_\_ On Site Meeting: \_\_\_\_\_

Date Approval of Application Granted/Denied: \_\_\_\_\_

Application Approved in the amount of \$ \_\_\_\_\_


Amount Paid: \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



Department of Community Development  
100 West 1<sup>st</sup> 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   
DATE: May 14, 2015  
SUBJECT: Annexation Request

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

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.]]

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

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

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

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

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 NE48° 04' 47" for a distance of 1573.72 feet to a point along the eastern rights of way of Merchants Greene Boulevard; thence bearing S41° 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 36.01feet 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 THE 19TH OF MAY, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

PASSED ON SECOND AND FINAL READING THE 2<sup>ND</sup> OF JUNE, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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



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

Moretown, Tennessee  
ADDRESS

Freida J. Desplowski  
WITNESS

Moretown, 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.

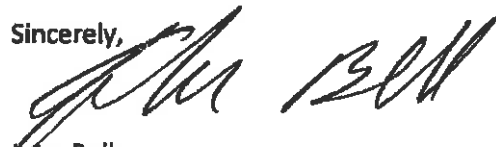
City of Morristown  
100 W. First North St.  
Morristown, TN 37814

RE: Annexation

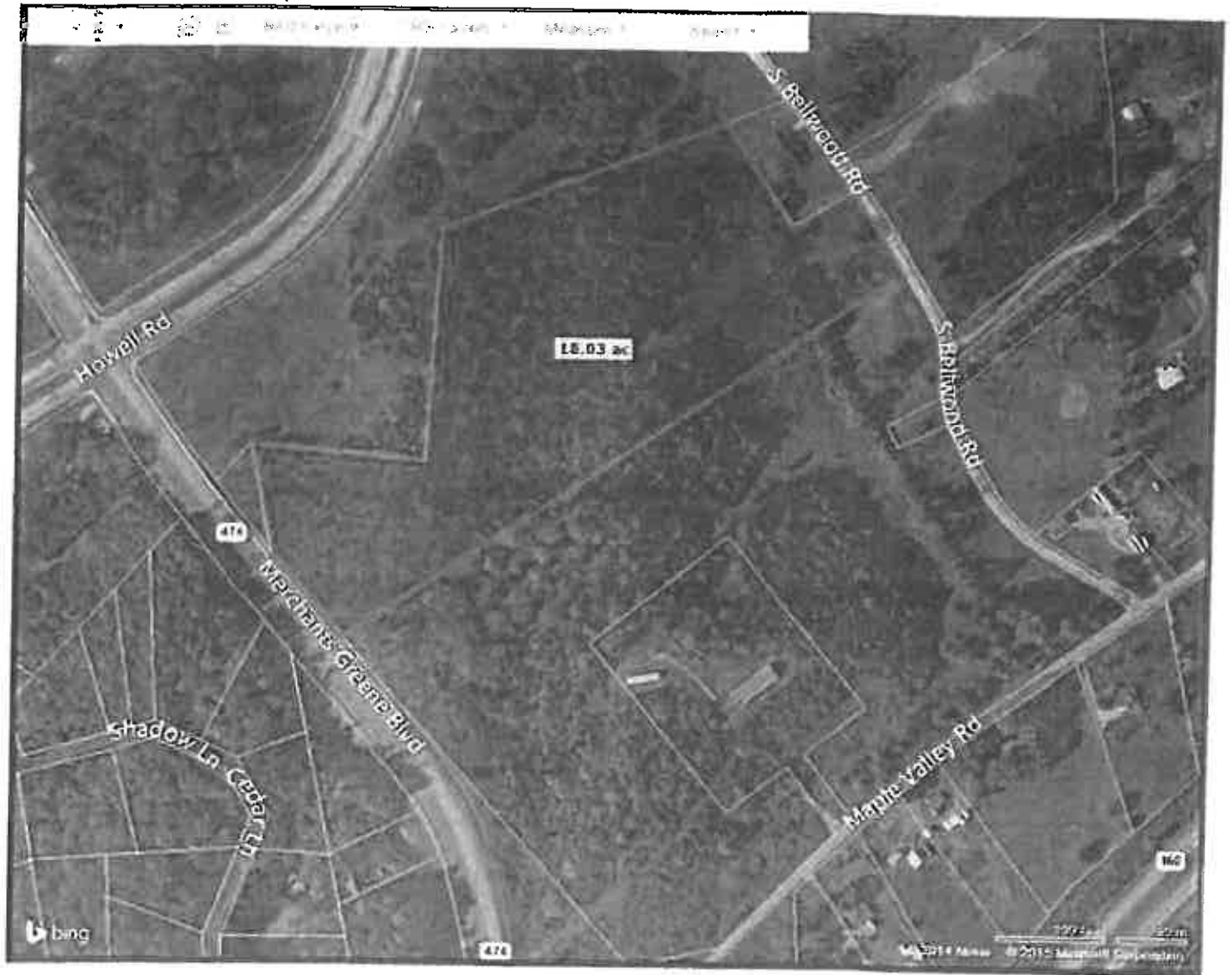
To Whom It May Concern:

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.



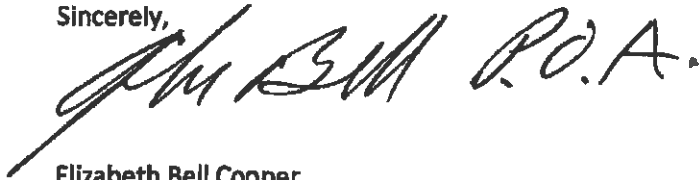
City of Morristown  
100 W. First North St.  
Morristown, TN 37814

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.

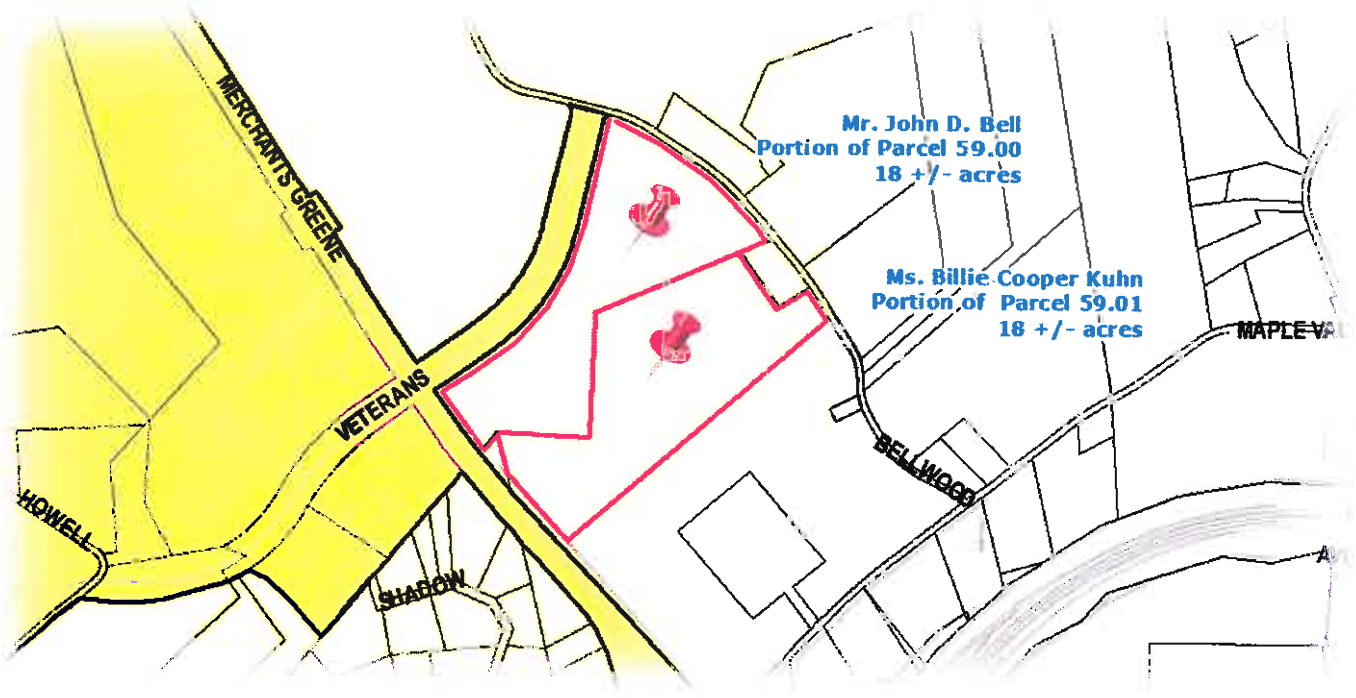
Sincerely,

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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## **ANNEXATION PLAN OF SERVICES**

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):

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:

PROPERTIES AS IDENTIFIED AS BEING A PORTION OF HAMBLLEN 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 HAMBLLEN COUNTY TENNESSEE 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.

TO BE ZONED PCD - PLANNED COMMERCIAL DISTRICT.

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

### **Police**

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

### **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.

### **Water**

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

### **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.

### **Electrical**

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

### **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.



### **Streets**

- ❖ 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).
- ❖ 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.

### **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.

### **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.

### **Street Lighting**

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

### **Recreation**

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

### **Miscellaneous**

- ❖ 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 on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
Mayor

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



**Mattern & Craig**  
ENGINEERS • SURVEYORS

Michael S. Agne  
Steven A. Campbell  
Randy W. Beckner  
Bradley C. Craig  
Wm. Thomas Austin  
David P. Wilson  
James B. Voso

Edwin K. Mattern, Jr. (1948-1988)  
Gene R. Cress (1935-2014)  
Sam H. McGhee, III (Retired)  
Stewart W. Hubbell (Retired)  
J. Wayne Craig (Retired)

May 13, 2015

Mr. Paul Brown, RLS  
Public Works Director  
City of Morristown  
P.O. Box 1499  
Morristown, TN 37816-1499

Subject: Bid Tabulation for S. Henry Street Bridge  
Replacement over Turkey Creek  
TDOT State Aid Proj. No. 32455-3510-04  
Comm. No. 3238B2

Dear Paul,

Please find attached, for your review, comment, and/or approval, the Bid Tabulation for the above referenced project. Please note that the apparent low bidder is Summers-Taylor, Inc. in the amount of \$274,212.50. We recommend to award the contract to Summers-Taylor, as they are qualified to perform the work.

Following the City Council's approval of this contract, we will forward a copy of this letter and tabulation, as well as other necessary documents, to the Tennessee Department of Transportation for review and concurrence, as part of the requirements for the State Aid Bridge Grant Program.

Please let me know if you have any questions, or need any additional information.

Sincerely,

MATTERN & CRAIG

Jason A. Carder, P.E.  
Project Manager

JAC/lah  
Enclosures



429 Clay Street • Kingsport, TN 37660  
(423) 245-4970 • Fax (423) 245-5932  
[www.matternandcraig.com](http://www.matternandcraig.com)

Return to Agenda

**City of Morristown - S. Henry Street Bridge over Turkey Creek,  
Bridge No. 320A7160001, Bridge Location No. 32-0A683-0.73,  
TDOT Project No. 32455-3510-04**

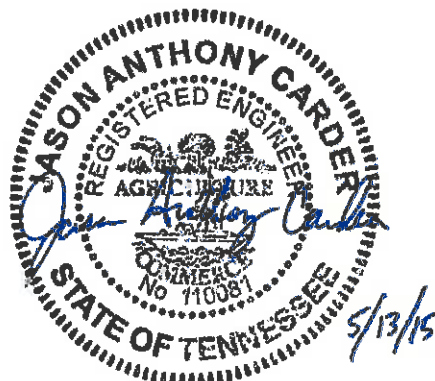
**BID TABULATION**

**Bids Accepted May 11, 2015 at 10:00 am (local time)**

** Apparent Low Bidder	TOTAL BID PRICE
ENGINEER's ESTIMATE	\$ 265,500.00
Southern Constructors, Inc.	\$ 299,750.50
Summers-Taylor, Inc. **	\$ 274,212.50

*Jason Carde*

I certify that this tabulation is a correct and true representation of the bids received at the above date and time.



**City of Morristown - S. Henry Street Bridge over Turkey Creek**  
**BID TABULATION - DETAIL**  
**Bids Accepted May 11, 2015**

ITEM	TDOT ITEM NUMBERS	DESCRIPTION	Unit	Qty	ENGINEERING ESTIMATE		Southern Constructors, Inc.		Summers-Taylor, Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	5,000.00	5,000.00	12,000.00	12,000.00	2,000.00	2,000.00
2	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	50	20.00	1,000.00	55.00	2,750.00	95.00	4,750.00
3	209-05	SEDIMENT REMOVAL	C.Y.	5	10.00	100.00	40.00	200.00	25.00	125.00
4	209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	200	5.00	1,000.00	12.00	2,400.00	5.00	1,000.00
5	209-09.04	SEDIMENT FILTER BAG (15' X 10')	EACH	1	500.00	500.00	1,500.00	1,500.00	750.00	750.00
6	209-65.04	TEMPORARY IN STREAM DIVERSION	L.F.	120	50.00	6,000.00	150.00	18,000.00	50.00	6,000.00
7	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	60	30.00	1,800.00	40.00	2,400.00	50.00	3,000.00
8	303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	12	30.00	400.00	40.00	480.00	50.00	600.00
9	307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A	TON	20	100.00	2,000.00	350.00	7,000.00	215.00	4,300.00
10	307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	13	100.00	1,300.00	350.00	4,550.00	215.00	2,795.00
11	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	0.2	800.00	200.00	800.00	160.00	400.00	80.00
12	403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	0.1	900.00	100.00	800.00	80.00	750.00	75.00
13	411-01.10	ACS MIX(PG64-22) GRADING D	TON	8	200.00	1,600.00	700.00	5,600.00	240.00	1,920.00
14	607-37.01	15" CORRUGATED METAL PIPE CULVERT	L.F.	20	30.00	600.00	50.00	1,000.00	100.00	2,000.00
15	709-05.05	MACHINED RIP-RAP (CLASS A-3)	TON	25	30.00	800.00	65.00	1,625.00	50.00	1,250.00

**City of Morristown - S. Henry Street Bridge over Turkey Creek**  
**BID TABULATION - DETAIL**  
**Bids Accepted May 11, 2015**

ITEM	TDOT ITEM NUMBERS	DESCRIPTION	Unit	Qty	ENGINEERING ESTIMATE		Southern Constructors, Inc.		Summers-Taylor, Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
16	712-01	TRAFFIC CONTROL	LS	1	5,000.00	5,000.00	12,000.00	12,000.00	5,000.00	5,000.00
17	712-06	SIGNS (CONSTRUCTION)	S.F.	126	7.00	900.00	15.00	1,890.00	5.00	630.00
18	712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	40	15.00	600.00	20.00	800.00	6.00	240.00
19	716-13.06	SPRAY THERMO PVMT MRKNG (40 mil) (4IN LINE)	L.M.	0.1	1,200.00	200.00	15,000.00	1,500.00	6,000.00	600.00
20	717-01	MOBILIZATION	LS	1	25,000.00	25,000.00	16,000.00	16,000.00	11,000.00	11,000.00
21	740-10.03	GEOTEXTILE (TYPE III) EROSION CONTROL	S.Y.	150	3.00	500.00	7.50	1,125.00	4.50	675.00
22	795-01.03	6IN DIP RESTRAINED JOINT WATER LINE	L.F.	70	40.00	2,800.00	190.00	13,300.00	65.00	4,550.00
23	795-06.04	CONNECT TO 6IN WATER LINE	EACH	2	1,000.00	2,000.00	1,600.00	3,200.00	1,750.00	3,500.00
24	795-08.04	6IN GATE VALVE ASSEMBLY	EACH	2	1,000.00	2,000.00	1,500.00	3,000.00	700.00	1,400.00
25	795-10.04	1IN MANUAL AIR RELEASE VALVE ASSEMBLY	EACH	1	1,500.00	1,500.00	1,500.00	1,500.00	3,000.00	3,000.00
26	795-13.01	DI FITTINGS	LB.	450	5.00	2,300.00	10.00	4,500.00	3.50	1,575.00
27	795-13.04	BRIDGE HANGER SYSTEM	LS	1	5,000.00	5,000.00	4,000.00	4,000.00	1,500.00	1,500.00
28	801-02	SEEDING (WITHOUT MULCH)	UNIT	3	15.00	100.00	60.00	180.00	20.00	60.00
29	801-03	WATER (SEEDING & SODDING)	M.G.	1	10.00	100.00	200.00	200.00	25.00	25.00
30	805-12.01	EROSION CONTROL BLANKET (TYPE I)	S.Y.	350	1.00	400.00	3.00	1,050.00	0.85	297.50

**City of Morristown - S. Henry Street Bridge over Turkey Creek**  
**BID TABULATION - DETAIL**  
**Bids Accepted May 11, 2015**

ITEM	TDOT ITEM NUMBERS	DESCRIPTION	Unit	Qty	ENGINEERING ESTIMATE		Southern Constructors, Inc.		Summers-Taylor, Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
31	202-04.01	REMOVAL OF STRUCTURES	LS	1	50,000.00	50,000.00	30,000.00	30,000.00	14,500.00	14,500.00
32	204-10.01	FOUNDATION PREPARATION (ABUTMENT NO. 1)	LS	1	3,000.00	3,000.00	5,000.00	5,000.00	30,000.00	30,000.00
33	204-10.02	FOUNDATION PREPARATION (ABUTMENT NO. 2)	LS	1	3,000.00	3,000.00	5,000.00	5,000.00	7,500.00	7,500.00
34	204-11	BRIDGE EXCAVATION (UNCLASSIFIED)	C.Y.	211	50.00	10,600.00	55.00	11,605.00	65.00	13,715.00
35	303-01.02	GRANULAR BACKFILL (BRIDGES)	TON	829	40.00	33,200.00	40.00	33,160.00	35.00	29,015.00
36	604-02.03	EPOXY COATED REINFORCING STEEL	LB.	5,404	1.50	8,200.00	1.10	5,944.40	1.75	9,457.00
37	604-03.01	CLASS A CONCRETE (BRIDGES)	C.Y.	49	750.00	36,800.00	650.00	31,850.00	800.00	39,200.00
38	604-03.02	STEEL BAR REINFORCEMENT (BRIDGES)	LB.	4,307	1.25	5,400.00	1.30	5,599.10	2.00	8,614.00
39	604-03.09	CLASS D CONCRETE (BRIDGE DECK)	C.Y.	41	850.00	34,900.00	650.00	26,650.00	975.00	39,975.00
40	604-04.01	APPLIED TEXTURE FINISH (NEW STRUCTURES)	S.Y.	41	8.00	400.00	22.00	902.00	15.00	615.00
41	604-05.31	BRIDGE DECK GROOVING (MECHANICAL)	S.Y.	59	2.00	200.00	75.00	4,425.00	20.00	1,180.00
42	620-05	CONCRETE PARAPET WITH STRUCTURAL TUBING	L.F.	44	150.00	6,600.00	300.00	13,200.00	300.00	13,200.00
43	710-09.01	6" PERFORATED PIPE WITH VERTICAL DRAIN SYSTEM	L.F.	80	22.00	1,800.00	25.00	2,000.00	25.00	2,000.00
44	710-09.02	6" PIPE UNDERDRAIN	L.F.	17	32.00	600.00	25.00	425	32.00	544.00
<b>TOTAL BID FOR ALL UNIT PRICES</b>					<b>\$ 265,500.00</b>		<b>\$ 299,750.50</b>		<b>\$ 274,212.50</b>	



Michael S. Agee  
Steven A. Campbell  
Dandy W. Beckner  
Bradley C. Craig  
Wm. Thomas Austin  
David P. Wilson  
James B. Vose

Edwin K. Mattern, Jr. (1949-1982)  
Gene R. Chese (1935-2014)  
Sam H. McGhee, III (Retired)  
Stewart W. Hubbell (Retired)  
J. Wayne Craig (Retired)

May 13, 2015

Mr. Paul Brown, RLS  
Public Works Director  
City of Morristown  
P.O. Box 1499  
Morristown, TN 37816-1499

Subject: Bid Tabulation for W. 2<sup>nd</sup> North Street Bridge  
Rehabilitation over Turkey Creek  
TDOT State Aid Proj. No. 32SAB1-S3-002  
Comm. No. 3238B3

Dear Paul,

Please find attached, for your review, comment, and/or approval, the Bid Tabulation for the above referenced project. Please note that the apparent low bidder is Southern Constructors, Inc. in the amount of \$224,174.50. We recommend to award the contract to Southern Constructors, as they are qualified to perform the work.

Following the City Council's approval of this contract, we will forward a copy of this letter and tabulation, as well as other necessary documents, to the Tennessee Department of Transportation for review and concurrence, as part of the requirements for the State Aid Bridge Grant Program.

Please let me know if you have any questions, or need any additional information.

Sincerely,

MATTERN & CRAIG

Jason A. Carder, P.E.  
Project Manager

JAC/lah  
Enclosures



429 Clay Street • Kingsport, TN 37660  
(423) 245-4970 • Fax (423) 245-5932  
[www.matternandcraig.com](http://www.matternandcraig.com)

Return to Agenda



**City of Morristown - West 2nd North Street Bridge over Turkey Creek,  
Bridge No. 320A6970001, Bridge Location No. 32-0A697-0.75,  
TDOT Project No. 32SAB1-S3-002**

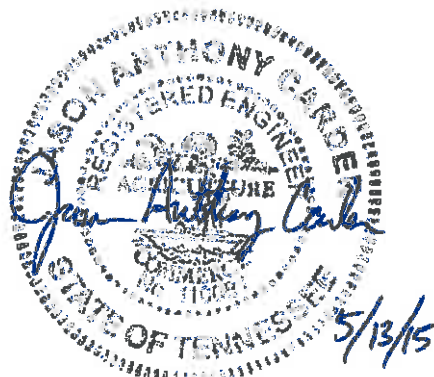
**BID TABULATION**

**Bids Accepted May 11, 2015 at 10:00 am (local time)**

** Apparent Low Bidder		TOTAL BID PRICE
ENGINEER's ESTIMATE	\$	156,900.00
Southern Constructors, Inc. **	\$	224,174.50
Summers-Taylor, Inc.	\$	235,582.10

*Jan Cook*

I certify that this tabulation is a correct and true representation of the bids received at the above date and time.



**City of Morristown - West 2nd North Street Bridge over Turkey Creek**

**BID TABULATION - DETAIL**

Bids Accepted May 11, 2015

ITEM	TDOT ITEM NUMBERS	DESCRIPTION	Unit	Qty	ENGINEERING ESTIMATE		Southern Constructors, Inc.		Summers-Taylor, Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	5,000.00	5,000.00	14,000.00	14,000.00	1,500.00	1,500.00
2	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	50	20.00	1,000.00	55.00	2,750.00	95.00	4,750.00
3	209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	60	5.00	300.00	12.00	720.00	10.00	600.00
4	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	30	30.00	900.00	40.00	1,200.00	50.00	1,500.00
5	307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A	TON	12	100.00	1,200.00	400.00	4,800.00	225.00	2,700.00
6	307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	8	100.00	800.00	400.00	3,200.00	225.00	1,800.00
7	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	0.1	800.00	100.00	800.00	80.00	400.00	40.00
8	403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	0.1	900.00	100.00	800.00	80.00	750.00	75.00
9	411-01.10	ACS MIX(PG64-22) GRADING D	TON	5	200.00	1,000.00	450.00	2,250.00	425.00	2,125.00
10	604-01.04	1-1/2" STEEL PIPE HANDRAIL	L.F.	10	100.00	1,000.00	250.00	2,500.00	215.00	2,150.00
11	701-01.01	CONCRETE SIDEWALK (4")	S.F.	119	4.00	500.00	8.00	952.00	15.00	1,785.00
12	702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	3	200.00	600.00	400.00	1,200.00	450.00	1,350.00
13	707-01.11	CHAIN LINK FENCE (6 FOOT)	L.F.	30	10.00	300.00	60.00	1,800.00	25.00	750.00
14	712-01	TRAFFIC CONTROL	LS	1	5,000.00	5,000.00	15,000.00	15,000.00	6,500.00	6,500.00
15	712-06	SIGNS (CONSTRUCTION)	S.F.	161	7.00	1,200.00	15.00	2,415.00	5.00	805.00
16	712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	60	15.00	900.00	20.00	1,200.00	8.00	480.00
17	716-13.06	SPRAY THERMO PVMT MRKNG (40 mil) (4IN LINE)	L.M.	0.1	1,200.00	200.00	15,000.00	1,500.00	6,000.00	600.00

City of Morristown - West 2nd North Street Bridge over Turkey Creek

BID TABULATION - DETAIL

Bids Accepted May 11, 2015

ITEM #	TDOT ITEM NUMBERS	DESCRIPTION	Unit	Qty	ENGINEERING ESTIMATE		Southern Constructors, Inc.		Summers-Taylor, Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
18	717-01	MOBILIZATION	LS	1	15,000.00	15,000.00	20,000.00	20,000.00	15,000.00	15,000.00
19	801-03	WATER (SEEDING & SODDING)	M.G.	1	10.00	100.00	200.00	200.00	25.00	25.00
20	803-01	SODDING (NEW SOD)	S.Y.	100	3.00	300.00	15.00	1,500.00	3.40	340.00
21	202-04.01	REMOVAL OF STRUCTURES (BR. ID NO. 320A6970001)	LS	1	15,000.00	15,000.00	30,000.00	30,000.00	38,500.00	38,500.00
22	204-11	BRIDGE EXCAVATION (UNCLASSIFIED)	C.Y.	170	45.00	7,700.00	55.00	9,350.00	45.00	7,650.00
23	303-01.02	GRANULAR BACKFILL (BRIDGES)	TON	298	40.00	12,000.00	45.00	13,410.00	49.00	14,602.00
24	604-02.03	EPOXY COATED REINFORCING STEEL	LB.	7,169	1.50	10,800.00	1.25	8,961.25	1.90	13,621.10
25	604-03.01	CLASS A CONCRETE (BRIDGES)	C.Y.	19	750.00	14,300.00	950.00	18,050.00	1,650.00	31,350.00
26	604-03.02	STEEL BAR REINFORCEMENT (BRIDGES)	LB.	3,151	1.25	4,000.00	1.75	5,514.25	2.00	6,302.00
27	604-03.09	CLASS D CONCRETE (BRIDGE DECK)	C.Y.	58	850.00	49,300.00	650.00	37,700.00	985.00	57,130.00
28	604-04.01	APPLIED TEXTURE FINISH (NEW STRUCTURES)	S.Y.	41	8.00	400.00	22.00	902.00	15.00	615.00
29	604-05.31	BRIDGE DECK GROOVING (MECHANICAL)	S.Y.	73	2.00	200.00	100.00	7,300.00	15.00	1,095.00
30	620-05	CONCRETE PARAPET WITH STRUCTURAL TUBING	L.F.	44	150.00	6,600.00	300.00	13,200.00	295.00	12,980.00
31	793-13.09	2IN SCHEDULE 40 PVC	L.F.	22	3.00	100.00	20.00	440.00	21.00	462.00
32	793-14.30	FIBEROPTIC PULL BOX (12IN X 12IN)	EACH	2	500.00	1,000.00	1,000.00	2000	3,200.00	6,400.00
TOTAL BID FOR ALL UNIT PRICES					\$ 156,900.00		\$ 224,174.50		\$ 235,582.10	



WATER  
WASTEWATER  
STORMWATER

May 1, 2015

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

Reference: City of Morristown  
5-Points Storm Water Project

Mr. Cox:

We appreciate the opportunity to provide you with a proposal for Service's During Construction (SDC) and Resident Project Representative (RPR) services for the referenced project. The project is for the construction of the new intersection drainage system at Liberty Hill and Buffalo Trail to connect to the new commercial development on Buffalo Trail. The construction site is within a heavily congested traffic area on a Tennessee Department of Transportation Right-of-Way. Therefore, the executed contract construction time for the project is 100 days.

LDA Engineering will provide engineering services during construction such as shop drawing review, attendance at progress meetings, answering contractor questions, site visits and pay estimate reviews for a lump sum fee of \$22,500.00.

RPR services will be provided on an hourly basis, with a budget amount of \$45,000.00. We will be judicious with our hours due to the fact we have capable local senior technicians performing the same services within the City of Morristown. The time for RPR will only be charged relating to the actual construction time.

We are prepared to begin this work immediately upon your written authorization. If you have questions or comments, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Greg Jones', written over a horizontal line.

Greg Jones, P.E.  
Vice President  
Client Service Manager

The City Council has approved the proposal  
and LDA Engineering is authorized to proceed.

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

\_\_\_\_\_  
DATE

## **AGREEMENT**

This **AGREEMENT** is entered into this       day of May, 2015, by and between the **CITY** of Morristown, of Hamblen County of Tennessee, hereinafter referred to as the **CITY** and Strategic Services Company, LLC, hereinafter referred to as **SSC**.

**Whereas**, this **AGREEMENT** is not to do violence to any other **AGREEMENT** which may exist between the **CITY** and any other consulting firm.

**Whereas**, the **CITY** desires assistance from time to time with engineering and management related matters which may include Regulatory Interface, Program Management, Asset Management, Sustainability, and limited staff augmentation.

**Whereas**, **SSC** has personnel available with many years experience and knowledge of the City's public works operations.

**WITNESSETH**, that in consideration of these mutual covenants herein contained, the parties hereto agree as follows:

The **CITY** does hereby employ **SSC** to perform the desired services, and the **CITY** agrees to pay **SSC** for such services in accordance with the provisions of this **AGREEMENT**.

### **SECTION I – ASSET MANAGEMENT**

Upon proper written authorization, **SSC** shall assist the City with managing its physical assets. That service may include, but not necessarily be limited to: a) developing inventories of various kinds of assets, b) assisting with the selection of various kinds of software for asset management, c) coordination with the GIS staff relative to naming conventions and other similar activities.

Each authorization for asset management services will define the scope, the schedule and terms of payment. The authorization(s) shall be in accordance with **Section X**.

### **TERMS OF PAYMENT FOR SECTION I**

Each assignment issued under this section shall be in accordance with **SECTION X** of this **AGREEMENT**. The authorization shall define the scope of services, and the amount of compensation. The compensation may be a lump sum amount or be on a time and materials basis. The time and materials method authorization shall be in accordance with Appendix A and include all unit cost in the authorization with a budget amount.

Payment shall be made on a monthly basis in accordance with services provided.

## **SECTION II – ORGANIZATIONAL CONSULTING**

Upon proper written authorization, SSC shall assist the CITY with revising or refining various departments of the CITY. Each task performed by SSC shall require a separate Authorization defining the scope of services desired by the CITY.

Generally the services provided by this section is in concert with the City Administrator and his senior staff. These services may include, but not necessarily limited to the following: a) policy review, b) regulatory interface, c) strategic planning facilitation, d) sustainability, and e) service enhancement.

## **TERMS OF PAYMENT FOR SECTION II**

Each assignment issued under this section shall be in accordance with **SECTION X** of this **AGREEMENT**. The authorization shall define the scope of services, and the amount of compensation. The compensation may be a lump sum amount or be on a time and materials basis. The time and materials method authorization shall be in accordance with Appendix A and include all unit cost in the authorization with a budget amount.

Payment shall be made on a monthly basis in accordance with services provided.

## **SECTION III – PROGRAM MANAGEMENT**

Upon proper written authorization SSC shall provide the CITY with Program Management Services. Those services could include; but, not necessarily limited to the following: a) coordination of staff and outside consultants, b) funding and budgeting assistance, c) coordination of construction programs, d) assisting with selection of engineering design firms, and e) reviewing and assisting with operational matters, engineering.

## **TERMS OF PAYMENT FOR SECTION III**

Each assignment issued under this section shall be in accordance with **SECTION X** of this **AGREEMENT**. The authorization shall define the scope of services, and the amount of compensation. The compensation may be a lump sum amount or be on a time and materials basis. The time and materials method shall include all unit cost in the authorization with a budget amount.

Payment shall be made on a monthly basis in accordance with services provided.

#### **SECTION IV – STAFF AUGMENTATION**

Upon proper authorization, SSC shall provide personnel to assist the CITY with certain task normally provided by its staff. Those service may include; but not limited to the following:

- Engineering plans review
- Policy review and drafting
- Program analysis
- Value Engineering
- Ordinance/Regulation development
- Strategic Planning facilitation
- Services during construction

#### **TERMS OF PAYMENT FOR SECTION IV**

Each assignment issued under this section shall be in accordance with **SECTION X** of this **AGREEMENT**. The authorization shall define the scope of services, and the amount of compensation. The compensation may be a lump sum amount or be on a time and materials basis. The time and materials method authorization shall be in accordance with Appendix A and include all unit cost in the authorization with a budget amount.

Payment shall be made on a monthly basis in accordance with services provided.

#### **SECTION V – CONSULTING SERVICES DURING CONSTRUCTION**

Upon proper authorization, SSC agrees to provide, during the construction phase, office and field services as follows:

1. **WITH RESPECT TO THE GENERAL ENGINEERING SERVICES, SSC SHALL:**
  - a) Act as CITY'S representative with duties and responsibilities and limitations of authority as described in the General Conditions to the Construction Contract.
  - b) Advise and consult with CITY during the construction phase and SSC shall issue CITY authorized instructions to the Contractor.
  - c) Make periodic visits to the site of construction to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work is in accordance with the drawings and specifications. On the basis of its on-site



observations as SSC, SSC shall endeavor to guard CITY against apparent defects and deficiencies in the permanent work constructed by the Contractor, but does not guarantee the performance of the Contractor. Engineer shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the construction work. SSC is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety, precautions in connection with the construction work. SSC is not responsible for the Contractor's failure to execute the work in accordance with the construction contract.

- d) Review the Contractor's request for progress payments, and based upon said on-site observation, advise CITY as to SSC'S opinion of the extent of the work completed in accordance with the terms of the construction contract as of the date of the contractor's payment request and issue, for processing by CITY, a Certificate for Payment in the amount owed the Contractor. The issuance of Certificates for Payment shall constitute a declaration by SSC to CITY, based upon said on-site observations, review of the data accompanying the request for payment, that the contractor's work has progressed to the point indicated; that to the best of SSC'S knowledge, information and belief, the quality of the Contractor's work is in accordance with the construction contract documents (subject to subsequent tests and review required by the construction contract documents, to correction of minor deviations from the construction contract documents and to qualifications stated in the Certificate for Payments); and the Contractor is entitled to the amount stated. The issuing of the Certificate for Payment by SSC shall not represent that they have made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
- e) Make recommendations to CITY on all claims relating to the execution and progress of the construction work. SSC'S decisions in matters relating to SSC'S design shall be final.
- f) Notify CITY of permanent work which does not conform to the result required in the construction contract documents, prepare a written report describing any apparent non-conforming permanent work and make recommendations to CITY for its correction and, at the request of CITY, have recommendations implemented by the Contractor.

- g) Review shop drawings, samples, and other submittals of the contractor only for general conformance to the design concept of the **PROJECT** and for general compliance with the Construction Contract.
- h) Prepare change orders for **CITY'S** approval.
- i) Prepare reimbursement requests to be sent to the funding agencies.
- j) Conduct a construction progress review related to the Contractor's date of completion, receive written guarantees and related data assembled by the Contractor; and issue to **CITY** a Certificate of Final Payment.
- k) **SSC** shall not be responsible for the defects or omissions in the work result of the contractor, or any subcontractor, or any of the contractor's or subcontractor's employees, or that of any other persons or entities responsible for performing any of the work result as contained in the construction contract documents.

**2. WITH RESPECT TO PROVIDING RESIDENT PROJECT REPRESENTATION, SSC SHALL:**

- a) Provide one or more full time Resident Project Representatives to assist **SSC** in order to render more extensive representation at the project site during the construction phase.
- b) **SSC** shall furnish a Resident Project Representative (**RPR**), assistants, and other field staff to assist in observing performance of the work of Contractor(s). Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the **RPR** and assistances, **SSC** shall endeavor to provide further protection for the **CITY** against defects and efficiencies in the work of the contractor; but, the furnishing of such services will not make **SSC** responsible for or give **SSC** control over constructions means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents.

**3. WITH RESPECT TO PROVIDING PROJECT RECORD DRAWINGS; SSC SHALL:**

- a) Upon proper authorization, SSC shall prepare project record documents for the CITY'S use. The design drawings shall be utilized as a basis for the Project Record Drawings.

#### **TERMS OF PAYMENT FOR SECTION V**

Each assignment issued under this section shall be in accordance with **SECTION X** of this **AGREEMENT**. The authorization shall define the scope of services, and the amount of compensation. The compensation may be a lump sum amount or be on a time and materials basis. The time and materials method authorization shall be in accordance with Appendix A and include all unit cost in the authorization with a budget amount.

Payment shall be made on a monthly basis in accordance with services provided.

#### **SECTION VI - RESPONSIBILITIES OF THE CITY**

The CITY'S responsibilities will include, but not necessarily be limited to the following:

- A. Guarantee access to and make all provisions for SSC to enter upon public and private property as required for SSC to perform their services under this **AGREEMENT**. However, SSC shall give adequate notice to the CITY of need for access.
- B. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by SSC and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of SSC.
- C. SSC is only providing Engineering, Management and planning related services; therefore, the CITY shall provide such legal, accounting and insurance counseling services as may be required.
- D. Designate in writing a person to act as the CITY'S representative with respect to the services to be performed under this **AGREEMENT**; and such person shall have complete authority to transmit instructions, receive information, interpret and define CITY'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by the **AGREEMENT**.
- E. Give prompt written notice to SSC whenever the CITY observed or otherwise becomes aware of any defect in the services of SSC.

F. Bear all costs incident to compliance with the requirements of this section.

## **SECTION VII - SPECIAL PROVISIONS**

The closest collaboration and cooperation will be maintained by **SSC** with representatives of various state and federal authorities and agencies. **CITY** will be entitled at all times to be advised at its request as to the status of the services performed by **SSC**.

**SSC** shall, at its own expense, procure and maintain throughout the term of this Agreement the types and amounts of insurance conforming to the minimum requirements set forth herein.

### **A. Comprehensive General Liability:**

Bodily Injury	\$300,000	each occurrence
	\$700,000	aggregate
Property Damage	\$100,000	each occurrence
Or Combined Single Limit of	\$1,000,000	

### **B. Workers' Compensation and Employer's Liability**

Such workers' compensation and employer's liability insurance shall be in the minimum amounts required by Tennessee law.

### **C. Comprehensive Automobile Liability (Including all owned, non-owned, and hired vehicles)**

Bodily Injury	\$300,000	each occurrence
	\$700,000	aggregate
Property Damage	\$100,000	each occurrence
Or Combined Single Limit of	\$1,000,000	

### **D. Professional Liability \$1,000,000 each claim/annual aggregate.**

Such professional liability insurance shall cover those sources of liability arising out of the rendering or failure to render services required under this Agreement.

**SSC** shall not commence activities until the required insurance is in force and evidence of insurance has been provided to the **CITY**. A certificate of insurance shall be satisfactory evidence of insurance. **SSC** shall provide the **CITY** with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or

termination of such insurance. SSC shall provide at last thirty (30) days prior written notice of cancellation, expirations, terminations, and alterations of the insurance policies.

Neither approval nor failure to disapprove insurance furnished by SSC shall relieve SSC from responsibility to provide insurance as required by this Agreement.

The CITY shall retain the right to extend SSC'S services' outlined herein, in terms of either preliminary or final plan preparation, to cover other Engineering work which may be required from time to time, provided, however, that such additional services shall not conflict with, or do violence to, any other Engineering AGREEMENT in the event such exists.

#### **SECTION VIII - REUSE OF DOCUMENTS**

All documents including drawings and specifications prepared by SSC pursuant to this AGREEMENT are instruments of service. They are not intended or represented to be suitable for reuse by the CITY or others. Any reuse without written verification or adaptation by SSC for the specific purpose intended will be at the CITY'S sole risk and without liability or legal exposure to SSC; and CITY shall indemnify and hold harmless SSC from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle SSC to further compensation at rates to be agreed upon by the CITY and SSC.

#### **SECTION IX - STANDARD OF CARE**

SSC shall perform for or furnish to CITY professional services to which this AGREEMENT applies as hereinafter provided. SSC shall provide professional consultation and advice with respect thereto. SSC may employ such Consultants as SSC deems necessary to assist in the performance or furnishing of professional related services hereunder. SSC shall not employ any SSC Consultant unacceptable to CITY.

The standard of care for all professional Engineering and related services performed or furnished by SSC under this AGREEMENT will be the care and skill ordinarily used by members of the Engineering profession practicing under similar conditions at the same time and in the same locality. SSC makes no warranties, express or implied, under this AGREEMENT or otherwise, in connection with SSC'S services.

#### **SECTION X - AUTHORIZATIONS**

Authorizations for SSC to render any or all of the various types, kinds or classes of services herein shall be given to SSC in writing, by the CITY, and unless such authorization, in writing, is received, SSC shall not be entitled to submit invoices for such services.

#### **SECTION XI - TERMINATION OF AGREEMENT**

It is agreed by and between each of the parties hereto, respectively, that each of the parties hereto shall have, and there is hereby reserved to such parties and each of them the absolute right to cancel and annul this **AGREEMENT** at any time upon twenty-one (21) days written notice to the other party.

#### **SECTION XII - ANTI-DISCRIMINATION**

SSC shall not discriminate against any person seeking employment because of age, sex, sexual orientation, disability, religion, race, creed, color, national origin, or other protected status. The **CITY** encourages the utilization of minority and women-owned businesses in its contracting and subcontracting and SSC is encouraged to actively solicit the participation of these businesses.

#### **SECTION XIII- SUCCESSORS AND ASSIGNMENTS**

The **CITY** and SSC each bind themselves, their successors and assigns to all covenants of this **AGREEMENT**. None of the parties hereto shall assign, sublet or transfer its interest in this **AGREEMENT** without the written consent of all other parties hereto.

**IN WITNESSETH WHEREOF**, the **CITY** has caused this instrument to be executed on its behalf by the proper officer of the **CITY OF MORRISTOWN**, whose signature is hereunto affixed, and SSC has caused this instrument to be executed in its name by its duly authorized officer's signature affixed and attested by witnesses whose names are subscribed opposite each respective signature.

**CITY OF MORRISTOWN**

**ATTEST** \_\_\_\_\_

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

**STRATEGIC SERVICES COMPANY,  
LLC**

**ATTEST**  \_\_\_\_\_

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

## **Appendix A**

<b>Labor Classification:</b>	<b>Hourly Rate</b>
Senior Principal Engineer	\$195.00
Mechanical Engineer	\$175.00
Environmental Engineer	\$175.00
Electrical Engineer	\$175.00
Environmental Scientist	\$160.00
Staff Engineer	\$125.00
Senior Technician	\$ 90.00
CADD Designer	\$ 85.00
Clerical	\$ 75.00

### **Non-labor Project Cost:**

When travel and other non-labor project cost are required, which have been properly authorized by the City, SSC shall be compensated actual non-labor project cost, plus 15% for handling.

The hourly rates shown in this appendix are to be escalated annually at a rate equal to the inflation percentage as established by the Department of Labor.



## EXHIBIT "A"

### Work Authorization Number 9-2015 HANGAR REHABILITATION PROJECT

Date: \_\_\_\_\_

\_\_\_\_\_  
(Project Identification No.)

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the **City of Morristown (OWNER)** and **Michael Baker Jr. Inc. (ENGINEER)** dated **July 20, 2012**.

---

#### Scope of Services HANGAR REHABILITATION:

Services to be provided include the design and bid phase services for the rehabilitation of two six-unit T-hangars, one ten-unit T-hangar, and one double box hangar. Rehabilitation shall include roof replacement, siding replacement, sliding door replacement, electrical improvements, painting, and other miscellaneous work items as needed. The services will include stakeholder coordination, site design and progress meetings.

Design submittals will include one progress submittal and a final submittal.

The ENGINEER will provide the overall management of the project. The ENGINEER will be responsible for the primary coordination between the Owner, State, and consulting team. The ENGINEER will be responsible for the design of the rehabilitation; and oversee the overall project design development (contract documents).

The ENGINEER will develop the design documents for a project which will rehabilitate the aircraft hangar structures as described above.

The ENGINEER will participate in one on-site meeting for the intermediate progress submittal.

The ENGINEER will provide the primary bid phase services including document distribution to prospective bidders and plan rooms, conducting and documenting a pre-bid conference, attending the bid opening, conducting bid review, and providing recommendation to the Owner for the award of a construction contract.

The ENGINEER will provide part-time inspection and construction administration services, which will include site visits, pay application review and recommendation, shop drawing review and acceptance, construction progress meetings when needed, reviewing and responding to Requests for Information (RFI), as well as project closeout procedures and document preparation. The ENGINEER will be the primary point of contact for the OWNER, contractors, and regulatory agencies.

Time of Performance:

<u>Task</u>	<u>Task Ending</u>
• Notice to Proceed	To Be Determined
• Design Submittal and Review	14-days following Notice to Proceed
• Advertise for Bids	30-days following Notice to Proceed
• Pre-Bid Meeting	7-days following Advertisement
• Receive Bids	21-days following Advertisement

Compensation:

• Basic Services – Lump Sum	\$ 35,341.00
• Special Services – Not to Exceed	\$ 3,485.00
<b>TOTAL NOT TO EXCEED</b>	<b>\$ 38,826.00</b>

---

Agreed as to Scope of Services, Time of Performance and Compensation:

OWNER:  
CITY OF MORRISTOWN

ENGINEER:  
MICHAEL BAKER JR. INC.

\_\_\_\_\_  
Title:

  
\_\_\_\_\_  
Title: Vice President

Date: \_\_\_\_\_

Date: 5/13/15

**ATTACHMENT B-1**

**ENGINEER'S ESTIMATE OF COMPENSATION  
BASIC SERVICES  
WORK AUTHORIZATION NO. 9  
MORRISTOWN REGIONAL AIRPORT  
MORRISTOWN, TN  
HANGAR REHABILITATION PROJECT**

*12-May-15*

Phase / Activity

**1. DESIGN DEVELOPMENT**

	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
<u>Labor</u>			
Project Manager	8	\$168.00	\$1,344.00
Senior Engineer	0	\$135.00	\$0.00
Engineer	8	\$114.00	\$912.00
Designer	0	\$90.00	\$0.00
Sr. CADD Technician	8	\$75.00	\$600.00
Secretary/Technical Assistant	8	\$65.00	\$520.00
			<u>\$3,376.00</u>

Expenses

Travel to/ from Airport (Site Visit; Initial Meeting):	\$0.00
Printing, Copying, Postage & Shipping	\$25.00
	<u>\$25.00</u>

**Sub-Total Design Development Phase** **\$3,401.00**

Phase / Activity

**2. DESIGN, PLANS AND SPECIFICATIONS**

	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
<u>Labor</u>			
Project Manager	8	\$168.00	\$1,344.00
Senior Engineer	4	\$135.00	\$540.00
Engineer	56	\$114.00	\$6,384.00
Designer	8	\$90.00	\$720.00
Sr. CADD Technician	40	\$75.00	\$3,000.00
Secretary/Technical Assistant	24	\$65.00	\$1,560.00
			<u>\$13,548.00</u>

Expenses

Travel to/ from Airport (One Progress Meeting):	\$80.00
Printing, Copying, Postage & Shipping	\$100.00
	<u>\$180.00</u>

**Sub-Total Design, Plans and Specs Phase** **\$13,728.00**

ATTACHMENT B-1

ENGINEER'S ESTIMATE OF COMPENSATION  
BASIC SERVICES  
WORK AUTHORIZATION NO. 9  
MORRISTOWN REGIONAL AIRPORT  
HANGAR REHABILITATION PROJECT

12-May-15

Phase / Activity

	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
<b>3. CONSTRUCTION BID AND GRANT AWARD PHASE</b>			
<u>Labor</u>			
Project Manager	4	\$168.00	\$672.00
Senior Engineer	0	\$135.00	\$0.00
Engineer	24	\$114.00	\$2,736.00
Designer	0	\$90.00	\$0.00
Sr. CADD Technician	0	\$75.00	\$0.00
Secretary/Technical Assistant	8	\$65.00	\$520.00
			<u>\$3,928.00</u>

Expenses

Travel to/ from Airport (pre-bid meeting/bid –opening):	\$160.00
Printing, Copying, Postage & Shipping	\$300.00
	<u>\$460.00</u>

Sub-Total Bidding and Grant Award Phase **\$4,388.00**

Phase / Activity

	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
<b>4. CONSTRUCTION ADMINISTRATION &amp; CLOSE-OUT</b>			
<u>Labor</u>			
Project Manager	8	\$168.00	\$1,344.00
Senior Engineer	0	\$135.00	\$0.00
Engineer	80	\$114.00	\$9,120.00
Designer	0	\$90.00	\$0.00
Sr. CADD Technician	24	\$75.00	\$1,800.00
Secretary/Technical Assistant	24	\$65.00	\$1,560.00
			<u>\$13,824.00</u>

Expenses

Travel to/from Airport (final walkthrough inspection)	\$0.00
	<u>\$0.00</u>

Sub-Total Construction Admin & Closeout **\$13,824.00**

**TOTAL LUMP SUM COMPENSATION – BASIC SERVICES** **\$35,341.00**  
(Phases 1 through 4)

**ATTACHMENT B-2**

**ENGINEER'S ESTIMATE OF COMPENSATION  
SPECIAL SERVICES  
WORK AUTHORIZATION NO. 9  
MORRISTOWN REGIONAL AIRPORT  
MORRISTOWN, TN  
HANGAR REHABILITATION PROJECT**

*12-May-15*

**Total**

**1.SURVEY FOR DESIGN**

**Subcontracted Services**  
Ground Survey

\$0.00

Consultant's Administrative Fee (10%)\*

\$0.00

**Sub-Total Survey for Design**

\$0.00

**2.GEOTECHNICAL TESTING FOR DESIGN**

**Subcontracted Services- Allowance**  
Geotechnical Investigation

\$0.00

Consultant's Administrative Fee (10%)\*

\$0.00

**Sub-Total Geotechnical for Design**

\$0.00

*\* Administrative Fee of 10% of subcontracted services in accordance with Section II, Paragraph B of the Master Agreement*

**3. PART TIME INSPECTION**

**Labor**

**Hours**

**Labor Rate**

**Total**

Inspector

40

\$75.00

\$3,000.00

**Expenses**

Lodging

\$0.00

Vehicle Mileage (Assume 5 trips @ 110 miles/trip)

\$310.00

Meals – per diem (\$15/day for 5 days)

\$75.00

Miscellaneous Expenses (Cell phone, Shipping, Copies)

\$100.00

\$485.00

**Sub-Total Part -Time Inspection**

\$3,485.00

ATTACHMENT B-2

ENGINEER'S ESTIMATE OF COMPENSATION  
SPECIAL SERVICES  
WORK AUTHORIZATION NO. 9  
MORRISTOWN REGIONAL AIRPORT  
MORRISTOWN, TN  
HANGAR REHABILITATION PROJECT

12-May-15

		<u>Total</u>
<b><u>4. QUALITY ASSURANCE TESTING DURING CONSTRUCTION</u></b>		
Subcontracted Services		
	QA Testing	\$0.00
Consultant's Administrative Fee (10%)*		<u>\$0.00</u>
	Sub-Total Quality Assurance Testing	\$0.00

*\* Administrative Fee of 10% of subcontracted services in accordance with Section II, Paragraph B of the Master Agreement.*

<b><u>SPECIAL SERVICES - TOTAL NOT-TO-EXCEED COMPENSATION</u></b>	<b><u>\$3,485.00</u></b>
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FEE SUMMAARY

BASIC SERVICES - LUMP SUM	\$35,341.00
SPECIAL SERVICES - NOT TO EXCEED	<u>\$3,485.00</u>

GRAND TOTAL	<b>\$38,826.00</b>
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ATTACHMENT B-3  
BILLING RATES

MORRISTOWN REGIONAL AIRPORT

**CONFIDENTIAL**

**2015 SCHEDULE OF FEES**

CLASSIFICATION	HOURLY RATES
<b>Office Personnel</b>	
Principal	\$184.00
Project Manager	\$168.00
Senior Engineer/Architect/Planner/Environmental	\$135.00
Engineer/Architect/Planner/Environmental	\$114.00
Designer	\$ 90.00
Technician (CAD)	\$ 75.00
Technical Assistant (Clerical)	\$ 65.00

**\*NOTE:**

1. The hourly rates shown above include direct salary cost, labor overhead, general and administrative overhead, and profit. These rates shall remain valid until December 31, 2014. Direct non-salary expenses such as travel, subsistence, construction vehicle, printing, etc. are not included.
2. Field Representative construction personnel are billed per individual, based on their direct labor cost, plus overhead and profit.

**REIMBURSABLE EXPENSES**

Other expenses that are properly accountable to the work will be invoiced as follows:

- Travel by private vehicle at the then current approved IRS rate per mile.
- Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.
- In-house printing, reproduction and photography at commercial rates.

**CONSTRUCTION VEHICLES**

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the actual statement plus ten percent (10%).

Leased construction vehicles used for specific projects will be billed at the actual cost per month, per vehicle, and include lease cost, insurance, fuel and maintenance. If the vehicle is not in use the entire month, the billing cost will be pro-rated and charged per day.



## EXHIBIT "A"

### Work Authorization Number 8- 2015 SECURITY FENCING PROJECT

Date: \_\_\_\_\_

\_\_\_\_\_  
(Project Identification No.)

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the City of Morristown (OWNER) and Michael Baker Jr. Inc. (ENGINEER) dated July 20, 2012.

#### Scope of Services SECURITY FENCING:

Services to be provided include technical guidance and general coordination to facilitate an Owner managed security fencing project at Morristown Regional Airport.

The ENGINEER will provide technical materials in the form of detail drawings and an overall site plan for the Owner's use in procuring a contractor. A coordination meeting and an intermediate submission will be included prior to the final drawing(s) and specification requirement delivery. Also included in this scope is a property boundary survey in the areas of proposed fencing to ensure the accuracy of the layout drawing.

Services outside of this scope such as bidding and construction observation are not included and will be included in a separate agreement if needed.

#### Time of Performance:

<u>Task</u>	<u>Task Ending</u>
• Notice to Proceed	To Be Determined
• Survey	10-days following Notice to Proceed
• Intermediate Submittal	20-days following Notice to Proceed
• Final Submittal	30-days following Notice to Proceed

#### Compensation:

• Special Services – Not to Exceed	\$ 7,474.00
<b>TOTAL NOT TO EXCEED</b>	<b>\$ 7,474.00</b>

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Agreed as to Scope of Services, Time of Performance and Compensation:

OWNER:  
CITY OF MORRISTOWN

ENGINEER:  
MICHAEL BAKER JR. INC.

\_\_\_\_\_  
Title:

  
\_\_\_\_\_  
Title: Vice President

Date: \_\_\_\_\_

Date: 5/13/15

ATTACHMENT B-1

ENGINEER'S ESTIMATE OF COMPENSATION  
SPECIAL SERVICES  
WORK AUTHORIZATION NO. 6  
MORRISTOWN REGIONAL AIRPORT  
MORRISTOWN, TN  
Security Fencing Project

12-May-15

Phase / Activity

Hours      Labor Rate      Total

**1. PROVIDE TECHNICAL INFORMATION/GENERAL  
COORDINATION - FENCING**

Labor

Project Manager	0	\$168.00	\$0.00
Senior Engineer	1	\$135.00	\$135.00
Engineer	16	\$114.00	\$1,824.00
Designer	0	\$90.00	\$0.00
Sr. CADD Technician	10	\$75.00	\$750.00
Secretary/Technical Assistant	4	\$65.00	\$260.00
			<u>\$2,969.00</u>

Expenses

Travel to/ from Airport (Site Visit; Initial Meeting):	\$80.00
Printing, Copying, Postage & Shipping	<u>\$25.00</u>
	\$105.00

Sub-Total Technical Assistance/General Coordination

**\$3,074.00**

**2. SURVEY**

**Subcontracted Services**

Boundary Survey	\$4,000.00
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Consultant's Administrative Fee (10%)	\$400.00
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Sub-Total Survey for Design

**\$4,400.00**

**TOTAL NOT-TO-EXCEED COMPENSATION – SPECIAL SERVICES**

**\$7,474.00**

ATTACHMENT B-3  
BILLING RATES

MORRISTOWN REGIONAL AIRPORT

**CONFIDENTIAL**

**2015 SCHEDULE OF FEES**

<b>CLASSIFICATION</b>	<b>HOURLY RATES</b>
<b>Office Personnel</b>	
Principal	\$184.00
Project Manager	\$168.00
Senior Engineer/Architect/Planner/Environmental	\$135.00
Engineer/Architect/Planner/Environmental	\$114.00
Designer	\$ 90.00
Technician (CAD)	\$ 75.00
Technical Assistant (Clerical)	\$ 65.00

**\*NOTE:**

1. The hourly rates shown above include direct salary cost, labor overhead, general and administrative overhead, and profit. These rates shall remain valid until December 31, 2014. Direct non-salary expenses such as travel, subsistence, construction vehicle, printing, etc. are not included.
2. Field Representative construction personnel are billed per individual, based on their direct labor cost, plus overhead and profit.

**REIMBURSABLE EXPENSES**

Other expenses that are properly accountable to the work will be invoiced as follows:

- Travel by private vehicle at the then current approved IRS rate per mile.
- Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.
- In-house printing, reproduction and photography at commercial rates.

**CONSTRUCTION VEHICLES**

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the actual statement plus ten percent (10%).

Leased construction vehicles used for specific projects will be billed at the actual cost per month, per vehicle, and include lease cost, insurance, fuel and maintenance. If the vehicle is not in use the entire month, the billing cost will be pro-rated and charged per day.

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**From the Desk of**

**Debbie Stamey**

City Clerk/Executive Assistant

(423) 585-4603 Fax (423) 585-2792

e-mail [dstamey@mymorristown.com](mailto:dstamey@mymorristown.com)

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**TO:** Mayor and City Councilmembers

**RE:** Appointment to fill the remaining term of Danny Thomas on the Ambulance Authority Board of Directors

**DATE:** May 15, 2015

The term of Danny Thomas on the Ambulance Authority Board of Directors ended with his tenure.

This is a City Council Appointment of one Councilmember to the Ambulance Authority Board of Directors.

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**From the Desk of**

**Debbie Stamey**

**City Clerk/Executive Secretary  
(423) 585-4603 Fax (423) 585-2792  
e-mail [dstamey@mymorristown.com](mailto:dstamey@mymorristown.com)**

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**TO: COUNCILMEMBERS**

**RE: APPOINTMENT OF BOARD/COMMISSION MEMBER(S)**

**DATE: May 15, 2015**

Mayor Chesney will make the following appointments at the May 19, 2015 City Council meeting:

Appointment or re-appointment of the 2015 Finance Committee and Chair.

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**From the Desk of**

**Debbie Stamey**

City Clerk/Executive Secretary  
(423) 585-4603 Fax (423) 585-2792  
e-mail [dstamey@mymorristown.com](mailto:dstamey@mymorristown.com)

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**TO:** Mayor and City Council

**RE: APPOINTMENT OF BOARD/COMMISSION MEMBER**

**DATE:** May 15, 2015

The following Board/Commission Member's term will expire on June 1, 2015. This is a City Council appointment, or re-appointment, scheduled for the May 19, 2015 City Council meeting.

**Parks & Recreation Advisory Board**

Term(s) expiring: Alpha Alexander  
Hank Smith  
Joann Jenkins

This appointment is for a three year term that will expire on June 1, 2018. All members listed above have been contacted by City Staff and are willing to serve another term.



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**From the Desk of**

**Debbie Stamey**

**City Clerk/Executive Assistant**

**(423) 585-4603 Fax (423) 585-2792**

**e-mail [dstamey@mymorristown.com](mailto:dstamey@mymorristown.com)**

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**TO:** Mayor and City Councilmembers

**RE: Appointment to fill the remaining term of Ken Smith on the  
Planning Commission and Board of Zoning and Appeals**

**DATE:** May 15, 2015

Mr. Ken Smith has resigned his position on the Planning Commission & Board of Zoning and Appeals.

{This is an Appointment by the Mayor for the remainder of the term held by Mr. Smith, which will expire on March 1, 2017, scheduled for the May 19, 2015, City Council meeting.}

**City of Morristown Line Item Transfer**

**DOCUMENT NO.** 1506  
**FUND NO.** 110 and 126  
**FY** 2015  
**Date** 05/13/2015

**LINE ITEM TRANSFER(S)**

**x**

LINE ITEM	ACCOUNT NO. ###-###-###-##	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
1	110-42120-399	Police Patrol & Traffic - Other Contracted Services	8,500	(919)	7,581
2	110-42110-413	Police Supervision - Office Furniture	5,800	919	6,719
3	126-42170-694	Narcotics/Vice - Undercover Expenses	75,000	(7,500)	67,500
4	126-42170-695	Narcotics/Vice - K-9 Dogs & Supplies	0	7,500	7,500
	<b>COLUMN TOTALS</b>		<b>89,300</b>	<b>\$0</b>	<b>\$89,300</b>

**JUSTIFICATION / EXPLANATION FOR REQUEST:**

**Line item transfer for repair and replacement of 19 year old furniture**

**Line item transfer to purchase a narcotic detection K-9 to replace a dog retiring due to age and performance capability**

**SIGN / DATE**

**DEPARTMENT DIRECTOR**

**APPROVED / DATE**

**DIRECTOR OF ADMINISTRATIVE SERVICES**

**APPROVED / DATE**

**CITY MANAGER**

**APPROVED / DATE**

**CITY COUNCIL (IF REQ.)**

**THIS AREA FOR FINANCE DEPT. ONLY**

**AMENDMENT POSTED BY:**

**DATE**

[Return to Agenda](#)

**CITY OF MORRISTOWN  
REQUEST FOR APPROPRIATION TRANSFER**

TO: City Administrator

It is requested that the following appropriation transfer for  
FY: 2015 be made effective May 7, 2015

**FROM**

Account No.	Dept. Title	Current Approp.	Y-T-D Expended	Amount Requested	Adjusted Approp.
110-42120-399	Patrol & Traffic	\$8,500	\$5,973.00	\$919	\$7,581.00

Reason Budgeted Funds are not Needed:

Towing expenses less than historical projection.

**TO**

Account No.	Dept. Title	Current Approp.	Y-T-D Expended	Amount Requested	Adjusted Approp.
110-4110-413 01110	Police Supervision	\$5,800	\$4,995.00	\$919	\$6,719.00

Reason Additional Funds are Needed:

Repair and replace 19 year old office furniture

Requested by: Pope D. Conhoff

Date: May 7, 2015

City Administrator \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

(Signature)

(Date)

Finance Verification & Comments:

*Funds are available*

Finance Director

*5-13-15*

Recorded on Books By: \_\_\_\_\_

(Signature)

(Date)

**CITY OF MORRISTOWN  
REQUEST FOR APPROPRIATION TRANSFER**

TO: City Administrator

It is requested that the following appropriation transfer for

**FY:** 2015 be made effective May 12, 2015

**FROM**

Account No.	Dept. Title	Current Approp.	Y-T-D Expended	Amount Requested	Adjusted Approp.
126-42170-694	Narcotics/ Vice	\$75,000	\$54,147.00	\$7,500	\$67,500.00

Reason Budgeted Funds are not Needed:

Large operation undercover expenses were shared with federal and state agencies

**TO**

Account No.	Dept. Title	Current Approp.	Y-T-D Expended	Amount Requested	Adjusted Approp.
126-42170-695	Narcotics/ Vice	\$0	\$0.00	\$7,500	\$7,500.00

Reason Additional Funds are Needed:

To purchase a narcotic detection K-9 to replace a dog retiring due to age and performance capability

Requested by: 

Requested by: Ryan D. Decherd Date: May 12, 2015

City Administrator \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

Finance Verification & Comments:

*Funds are available*  Finance Director 5.13.15

Recorded on Books By:

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_