

Pre-Meeting WORK SESSION

May 3, 2022

4:00 p.m.

AGENDA

CITY OF MORRISTOWN, TENNESSEE

CITY COUNCIL MEETING

May 3, 2022

5:00 p.m.

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. April 19, 2022

6. PROCLAMATIONS/PRESENTATIONS

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

8. OLD BUSINESS

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

1. Ordinance No. 4704

Entitled an Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown, Tennessee. Annexation of the following Hamblen County tax parcels: 054C A 001.0, 054C A 001.02, 054C A 001.00 and 054 022.00, as highlighted on Exhibit A (West Andrew Johnson).

2. Resolution No. 2022-11 - Plan of Services

A Resolution of the City Council of Morristown adopting a Plan of Services for the Annexation of the following Hamblen County Tax Parcels Located along West Andrew Johnson Highway: Parcel #054C A 001.01, #054C A 001. #05C A 001.00 and #054 022.00.

3. Ordinance No. 4705
Entitled an Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown, Tennessee. Annexation of property currently addressed as 138 W. Manley Court Circle having the Hamblen County Tax Parcel ID #: 032040L E 00200 with the Zoning Designation of Intermediate Business District, IB, the general location being shown of the attached exhibit A.
4. Resolution No. 2022-12 Plan of Services
Resolution Adopting a Plan Of Services for the annexation of 138 W. Manley Court Circle.
5. Ordinance No. 4706
Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning 3.978 acres of Hamblen County Tennessee Tax Parcel ID # 032047 10301, from IB (Intermediate Business District) to HI (Heavy Industrial District), the general location being shown on the attached exhibit A (Superior Drive).
6. Ordinance No. 4707
Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID #'s 048 05000 000, , 048 03802 000 and # 048 03804 000 (Millstone Golf Club) from, A-1 (Agriculture) to R3-P (High Density Residential), the general location being shown on the attached exhibit A.
7. Ordinance No. 4708
Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 041D A 00700 000 (231 South Fairmont) from Light Industrial (LI) to Intermediate Business (IB), the general location being shown on the attached exhibit A.
8. Ordinance No. 4709
Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID #041D A 00800 000 (1225 W. Morris Blvd) from Light Industrial (LI) to Intermediate Business (IB), the general location being shown on the attached exhibit A.
9. Ordinance No. 4710
Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 14 (Zoning and Land Use Control), of the Morristown Municipal Code Chapter 2, Section 14-216 Off-Street Parking Provisions.

9. NEW BUSINESS

9-a. Resolutions

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
Being an Ordinance of The City Council of Morristown, Tennessee
amending Title 2 (Boards and Commissions, Etc.); Title 12 (Fire
and Construction Codes); and Title 13 (General Property
Maintenance). **{Public Hearing May 17, 2022}**

9-c. Awarding of Bids/Contracts

1. Approve the Work Authorization for Design Innovation in the amount of \$5,100 for professional services in preparation for exterior trim repair at Fire Station No 1.
2. Approve the agreement with Walltopia Adventure USA, LLC for the purchase and installation of climbing equipment at the Morristown Landing in the amount of \$355,507 as previously awarded by City Council and authorize the City Administrator to execute the same.
3. Approval of Emergency Purchase in the amount of \$5,000 to Alloy Group for Inspection and Abatement of Asbestos at the building located at 1017 E. First North Street, Morristown, TN.
4. Approval of increase of purchase for the Heat and Air Conditioning Unit at the Parks and Recreation Administration Building in the amount of \$700 to Cook's Mechanical Services.

9-d. Board/Commission Appointments

9-e. New Issues

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

WORK SESSION April 19, 2022

1. Arboretum

City Council Meeting/Holiday Schedule.

May 3, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
May 3, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 13, 2022	Friday	9:00 a.m.	City Council Work Session – P.W. Facility 4360 Durham Landing
May 17, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
May 17, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 30, 2022	Monday		City Center Closed – Observance of Memorial Day
June 7, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
June 7, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
June 7, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
June 21, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
June 21, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 4, 2022	Monday		City Center Closed – Observance of Independence Day
July 5, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 5, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 19, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 19, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 2, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
August 2, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 2, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 16, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 16, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 5, 2022	Monday		City Center Closed – Observance of Labor Day
September 6, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 6, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 20, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 20, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 4, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
October 4, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 4, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 18, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 18, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 1, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 1, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 15, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 15, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 24-25,	Thurs/Fri		City Center Closed – Observance of Thanksgiving Holiday
December 6, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
December 6, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 6, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 20, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 20, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 26, 2022	Monday		City Center Closed – Observance of Christmas Day

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN**

April 19, 2022

5:00 p.m.

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

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

Councilmember A'Hearn made a motion to approve the April 5, 2022, minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Mayor Chesney presented Detective Phil Hurst with a Proclamation upon his retirement from the City of Morristown recognizing him for his 30 years of service to the City of Morristown. Police Chief Overholt presented Detective Hurst with his service weapon and commended him for serving the Morristown Police Department and the citizens of the city well.

Mayor Chesney opened the floor for citizens comments related to Agenda items. Linda Noe spoke.

A Public Hearing was held relating Ordinance 3697. No one spoke.

Councilmember A'Hearn made a motion to approve Ordinance No. 3697 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3697

Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 032025 15910 from IB (Intermediate Business District) and Hamblen County Tennessee Tax Parcel ID# 032025 15801 from R2 (Medium Density Residential District) to RP1 (Planned Development Residential District), the general location being shown on the attached exhibit A.}

Councilmember Smith made a motion to approve Ordinance No. 4705 on first reading and schedule a public hearing relative to final passage of said ordinance for May 3, 2022. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4705

Entitled an Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown, Tennessee. Annexation of property currently addressed as 138 W. Manley Court Circle having the Hamblen County Tax Parcel ID #: 032040L E 00200 with the Zoning Designation of Intermediate Business District, IB, the general location being shown of the attached exhibit A.

Councilmember Senter made a motion to approve Ordinance No. 4706 on first reading and schedule a public hearing relative to final passage of said ordinance for May 3, 2022. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4706

Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning 3.978 acres of Hamblen County Tennessee Tax Parcel ID # 032047 10301, from IB (Intermediate Business District) to HI (Heavy Industrial District), the general location being shown on the attached exhibit A (Superior Drive).

Councilmember Smith made a motion to approve Ordinance No. 4707 on first reading and schedule a public hearing relative to final passage of said ordinance for May 3, 2022. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4707

Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID #'s 048 05000 000, 048 03802 000 and # 048 03804 000 (Millstone Golf Club) from, A-1 (Agriculture) to R3-P (High Density Residential), the general location being shown on the attached exhibit A.

Councilmember Pedigo made a motion to approve Ordinance No. 4708 on first reading and schedule a public hearing relative to final passage of said ordinance for May 3, 2022. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4708

Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 041D A 00700 000 (231 South

Fairmont) from Light Industrial (LI) to Intermediate Business (IB), the general location being shown on the attached exhibit A.

Councilmember A'Hearn made a motion to approve Ordinance No. 4709 on first reading and schedule a public hearing relative to final passage of said ordinance for May 3, 2022. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4709

Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID #041D A 00800 000 (1225 W. Morris Blvd) from Light Industrial (LI) to Intermediate Business (IB), the general location being shown on the attached exhibit A.

Councilmember Senter made a motion to approve Ordinance No. 4710 on first reading and schedule a public hearing relative to final passage of said ordinance for May 3, 2022. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4710

Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 14 (Zoning and Land Use Control), of the Morristown Municipal Code Chapter 2, Section 14-216 Off-Street Parking Provisions.

Councilmember Bivens made a motion to acknowledge the receipt of proposals for Towing Services opened April 5, 2022 and reject all proposals. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion for the approval of Change Order No. 2.1 with PATH Construction for the Police Impound Lot in an amount of \$16,184.14. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion for the approval of PO#22002207 to Lamar Dunn & Associates, Inc. (LDA) to provide Materials Testing Services for the Brights Pike Bridge project in an amount not to exceed \$20,000. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion for the approval of PO#22002208 to Lamar Dunn & Associates, Inc. (LDA) to provide General Services for Stormwater Projects in an amount not to exceed \$25,000. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion for the approval to Surplus the Service Weapon assigned to Detective Phil Hurst, Glock Model 32 Serial #BAXZ896 to be transferred to Detective Hurst in honor of his 30 years of service to the Morristown Police Department. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion for the approval of the Policy/Procedure for Administrative Approval of subleases at the Southeast Industrial, LLC hangars in certain scenarios. Recommended by the Morristown Regional Airport Commission on March 16, 2022. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion for the approval of contract with Summers Taylor to resurface the path around Wildwood Park in an amount of \$46,025. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion for the approval of the contract with Cook's Mechanical Services in the amount of \$17,226 for the replacement of Heat and Air Conditioning Unit at the Parks and Recreation Administration Building. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the Fire Department promotion of Keith Rouse to Training Officer. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Fire Department promotion of Erich Morgan to Lieutenant. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the Fire Department promotion of Zachary Kilby and Sean West to Driver. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided; Linda Noe, Louis Chan spoke.

Mayor Gary Chesney adjourned the April 19, 2022, Morristown City Council meeting at 6:06 p.m.

Mayor

Attest:

City Administrator

The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Lori Matthews
DATE: March 15th, 2022
REQUEST: Annexation Request

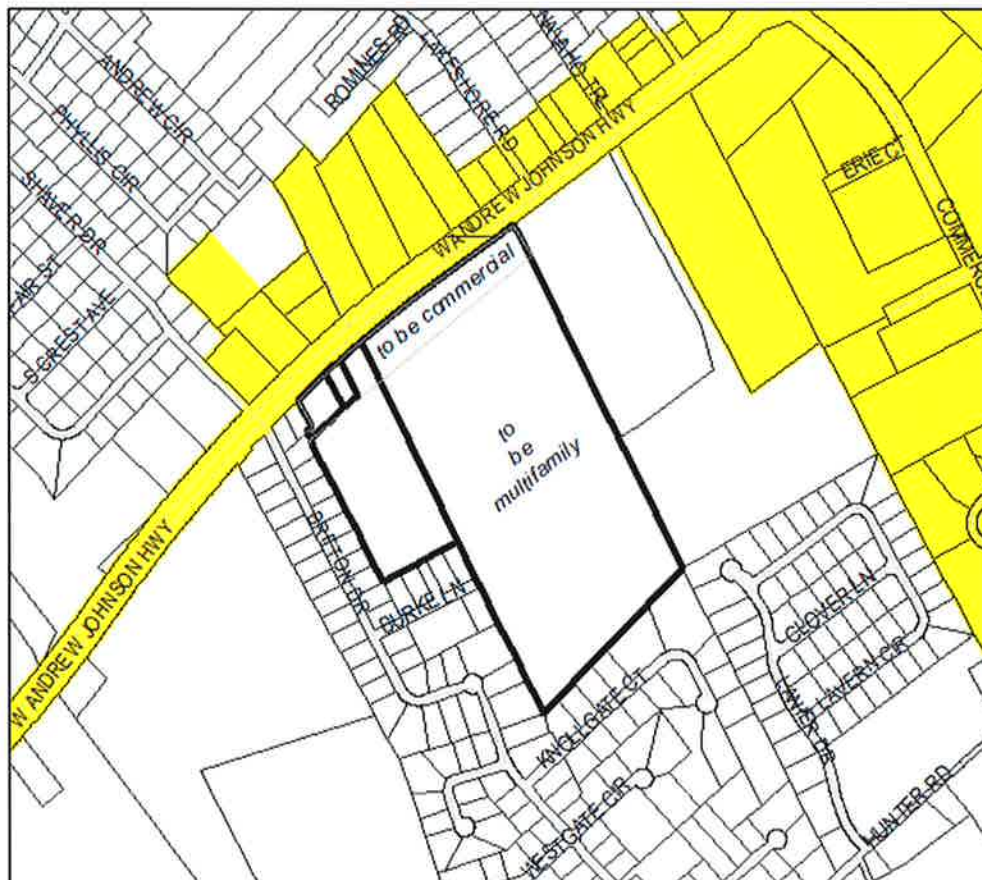
A request from property owner James Gulley has been submitted, asking for the annexation of roughly 55 acres of his property located off of West Andrew Johnson Highway, just east of Britton Acres Subdivision. As part of the annexation request, the applicant has asked that, if approved, a portion of the property be zoned Intermediate Business (IB) with the remainder to be zoned R-3 or High Density Residential.

Comprised of (4) four parcels, the subject site is largely vacant, appearing to have been used over time for pasture lands or farming. The largest parcel, 44 acres in size, contains a house and barn. The second largest parcel, at 9 acres in size, currently contains multiple buildings. Also included in the annexation request are two smaller parcels which front West Andrew Johnson Highway.

The applicant wishes to develop the first 300 feet of frontage along West Andrew Johnson Highway south, as commercial, with the remainder to be developed into a apartments. Sanitary sewer and electrical services to be provided by Morristown Utilities, with water services to be provided by Alpha Talbott.

RECOMMENDATION:

As the proposed annexation area is within the City's Urban Growth Boundary area, and, contiguous to current City limits, the Planning Commission voted unanimously to forward the annexation request on to City Council for approval.



ORDINANCE NO. 4704

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

Annexation of the following Hamblen County tax parcels: 054C A 001.0, 054C A 001.02, 054C A 001.00 and 054 022.00, as highlighted on Exhibit A;

Section 1. WHERE AS, 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. WHERE AS, the annexation of such territory is deemed necessary for the welfare of the residents and property owners thereof and the City as a whole;

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

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

Being those Hamblen County tax parcels currently assigned parcel id's, 054C A 001.0, 054C A 001.02, 054C A 001.00 and 054 022.00, all four tax parcels being east of Brittain Drive and fronting West Andrew Johnson Highway, as shown on Exhibit A;

(2) Intermediate Business (IB) zoning shall be applied to all parcels from their northern property line along West Andrew Johnson Highway southward 300 feet; the remaining portion shall be zoned High Density Residential District (R3) upon adoption of the annexation area.

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

(4) This Ordinance shall become effective from and after its passage, the public welfare requiring it.

Passed on first reading the 15th day of March, 2022.

Mayor

ATTEST:

City Administrator

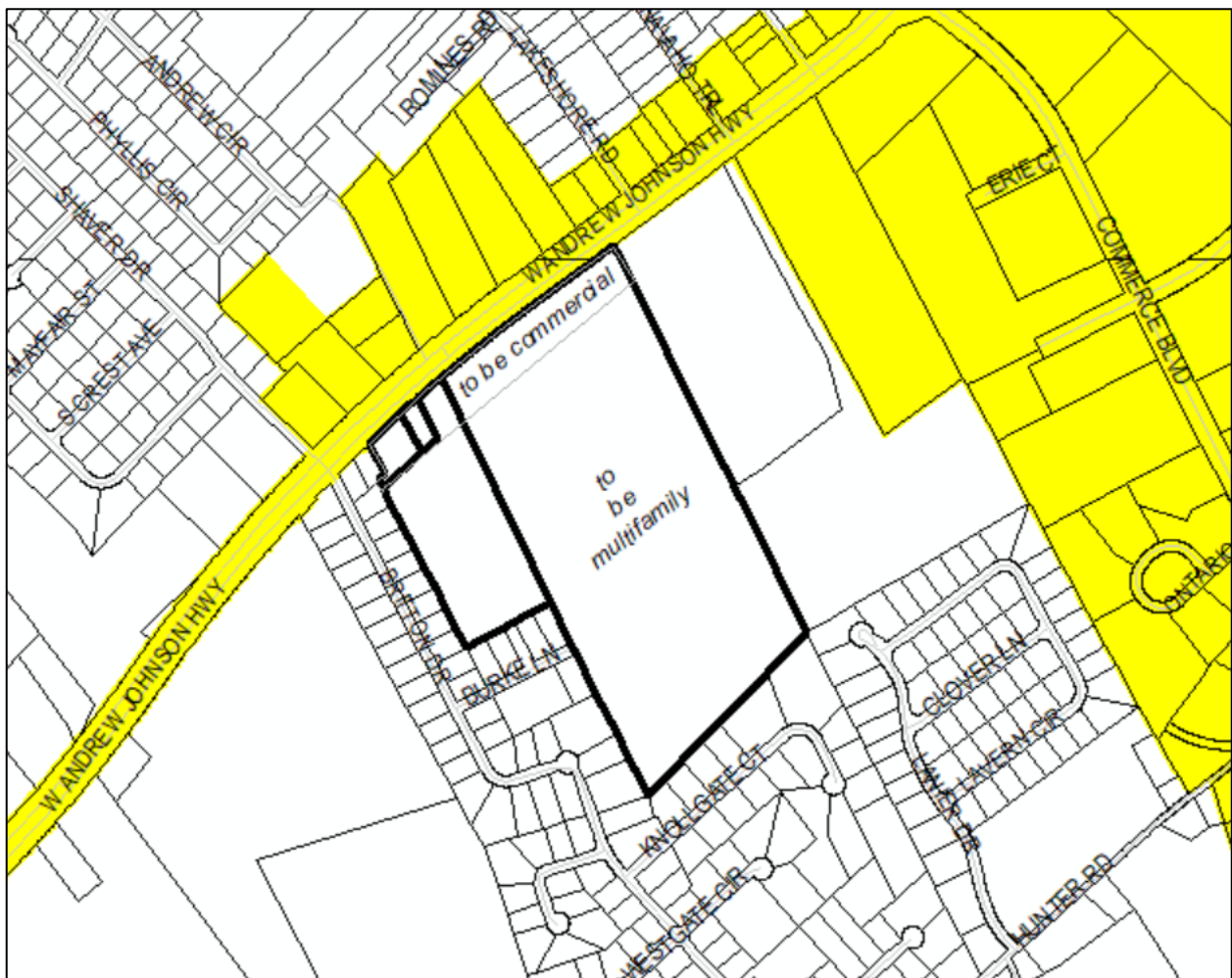
Passed on second and final reading the 5th day of April, 2022.

Mayor

ATTEST:

City Administrator

Exhibit A -



PLAN OF SERVICES

RESOLUTION NO. 2022-11

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF THE FOLLOWING HAMBLÉN COUNTY TAX PARCELS LOCATED ALONG WEST ANDREW JOHNSON HIGHWAY: PARCEL # 054C A 001.01, PARCEL # 054C A 001.02, PARCEL # 054C A 001.00 AND PARCEL # 054 022.00.

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

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

Property identified as Hamblen County Parcel ID's #054C A 001.01, #054C A 001. #054C A 001.00 AND #054 022.00, all of which front West Andrew Johnson Highway and are located between Britton Drive and Lakeshore Road, the general location being shown on the attached exhibit A;

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

Police Protection

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

Fire Protection

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

Water Service

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

Sanitary Sewer Service

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

Electrical Service

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

Refuse Collection

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

Streets

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

Inspection Services

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

Planning and Zoning

The planning and zoning jurisdiction of the city will apply to the annexed area in conjunction with the effective date of annexation.

Street Lighting

Street lights will be installed in accordance to City policies.

Recreation

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

Miscellaneous

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

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

Passed on this 5th day of April, 2022.

Mayor

ATTEST:

City Administrator

The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Josh Cole, Senior Planner
DATE: April 19th, 2022
SUBJECT: Annexation Request: 138 W. Manley Court Circle

BACKGROUND:

A request for annexation into the corporate limits of Morristown has been received from the property owners 138 W. Manley Court Circle (Hamblen County Parcel ID #032040L E 00200). The reason given for request is to obtain city services as the owners stated that this will be a part of the Bellwood Farms commercial development.

The subject parcel does meet the conditions to be annexed as it is located within Morristown's Urban Growth Boundary and it is contiguous with the city limits as the parcels to the north, east, and west are in the city. This parcel is 0.25 acres in size and contains a dilapidated residential unit that will need to be removed. If annexed, staff recommends this parcel be zoned Intermediate Business District (IB) due to the proposed commercial uses associated with this development. A Plan of Services is included with this request that includes utility services and standard City services.



RECOMMENDATION:

Staff recommends approval of the annexation request with a zoning designation of Intermediate Business District (IB) and Planning Commission voted in support of this request at their April 12th meeting.

ORDINANCE NO. 4705

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

Annexation of property currently addressed as 138 W. Manley Court Circle having the Hamblen County Tax Parcel ID #: 032040L E 00200 with the Zoning Designation of Intermediate Business District, IB, the general location being shown of the attached exhibit A;

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

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

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

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

Being Lot No. 27 of the R.T. Mayes Estate as shown on a plat of the same which appears of record in the Register's Office for Hamblen County, Tennessee in Plat Cabinet A, Slide 175.

(2) Intermediate Business District (IB) zoning shall be applied upon adoption of the annexation area.

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

(4) This Ordinance shall become effective from and after its passage, the public welfare requiring it.

Passed on first reading the 19th day of April 2022.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 3rd day of May 2022.

Mayor

ATTEST:

City Administrator

Exhibit A:



PLAN OF SERVICES

RESOLUTION NO. 2022-12

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF 138 W. MANLEY COURT CIRCLE.

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

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

Property identified as Hamblen County Parcel ID #032040L E 00200 currently addressed as 138 W. Manley Court Circle, the general location being shown on the attached exhibit A;

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

Police Protection

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

Fire Protection

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

Water Service

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

Sanitary Sewer Service

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

Electrical Service

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

Refuse Collection

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

Streets

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

Inspection Services

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

Planning and Zoning

The planning and zoning jurisdiction of the city will apply to the annexed area in conjunction with the effective date of annexation.

Street Lighting

Street lights will be installed in accordance to City policies.

Recreation

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

Miscellaneous

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

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

Passed on this 3rd day of May, 2022.

Mayor

ATTEST:

City Administrator

The City of Morristown

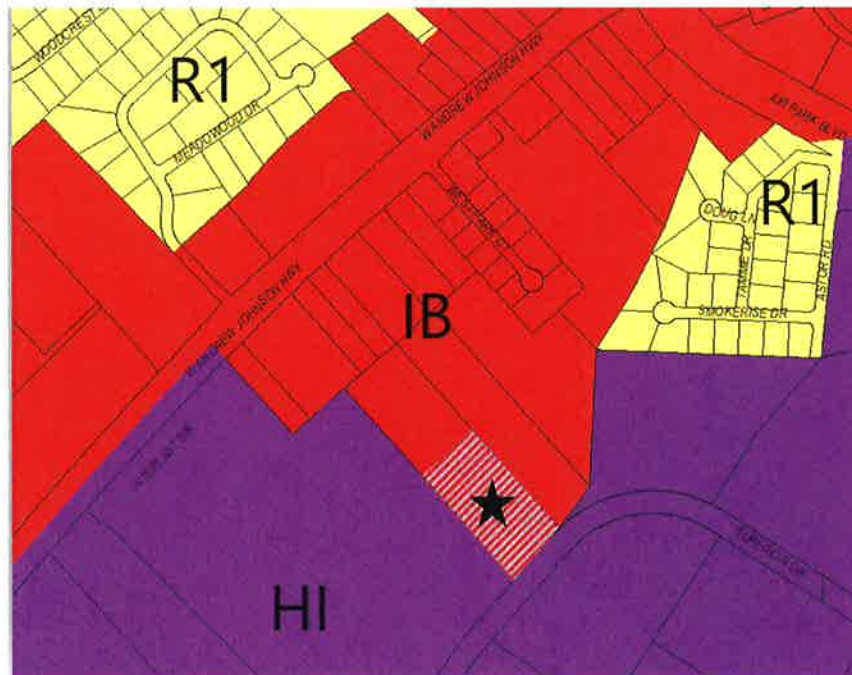
Community Development & Planning



TO: Morristown Regional Planning Commission
FROM: Josh Cole, Senior Planner
DATE: April 19th, 2022
SUBJECT: Rezoning Request from IB to HI on Superior Drive

BACKGROUND:

Staff has received a request to rezone 3.978 acres of a parcel that fronts Superior Drive from Intermediate Business (IB) to Heavy Industrial (HI). Due to the location and this property adjoining the Morristown Airport Industrial Park (MAID), the applicant has stated that a potential use for this property is to help serve the existing tenants of the park.



The requested property is currently vacant. Nearby uses include vacant land and the West Hamblen Fire Department to the north with all of it being zoned IB, a house to the east zoned IB, and Interplast to the west that is zoned HI.

RECOMMENDATION:

Since the property being requested for rezoning is adjacent to an established industrial park zoned HI and fronts a road that is within the park, staff believes that this rezoning to HI is consistent with nearby zoning and uses. Thus, staff recommends approval of this request. Additionally, Planning Commission voted in support of this at their April 12th meeting and the Industrial Development Board sent a letter of supporting this request to the City.

ORDINANCE NO. 4706

ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B.

{Rezoning 3.978 acres of Hamblen County Tennessee Tax Parcel ID # 032047 10301, from IB (Intermediate Business District) to HI (Heavy Industrial District), the general location being shown on the attached exhibit A.}

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

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

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

BEGINNING at the point of intersection of the northern boundary of Superior Drive, Parcel 133 of Hamblen County Tax Map 047, and Parcel 103.01 of Hamblen County Tax Map 047 and heading in a northerly direction 592.64; Thence heading in an easterly direction of 299.14' to the shared boundary of Parcel 103.01 of Hamblen County Tax Map 047 and Parcel 108.01 of Hamblen County Tax Map 047; Thence in a southerly direction along said boundary 565.96' to the intersection of Superior Drive, Parcel 103.01 of Hamblen County Tax Map 047, and Parcel 108.01 of Hamblen County Tax Map 047; Thence in an easterly direction 300.4' to the point of beginning.

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

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

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

Passed on first reading the 19th day of April 2022.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 3rd day of May 2022.

Mayor

ATTEST:

City Administrator

Exhibit A:



Industrial Development Board of The City of

Morristown

P.O. Box 9 • 825 West First North St. • Morristown, TN 37815 • Ph. 423-586-6382

March 29, 2022

Mr. Steve Neilson
City of Morristown
P.O. Box 1499
Morristown, TN 37816

Dear Steve:

At a special called meeting of The Industrial Development Board of the City of Morristown on March 25, 2022 the board discussed the rezoning of property adjacent to the *Morristown Airport Industrial District*. The board supports the rezoning of the property to heavy industrial due to its proximity to the industrial district. However, please be mindful as plans are developed for the property that drainage will need to be addressed, as the use of the regional drainage pond located within the *Morristown Airport Industrial District* is only for those properties located within the industrial district.

If you have any further questions regarding this matter, please do not hesitate to call.

Sincerely,



Marshall Ramsey
Secretary

MR/jb

The City of Morristown

Community Development & Planning



TO: City Council
FROM: Lori Matthews, Senior Planner
DATE: April 19th, 2022
REQUEST: Rezoning Request

BACKGROUND:

Property owner Millstone Golf Club is asking that their property be rezoned from its current designation of A-1 (Agriculture) to R-3 (High Density Residential). The golf course is located at the northwest end of Alpha Valley Home Road.

The 150-acre property was annexed into the City in 2007, keeping the zoning designation of A-1 (Agricultural). Due to a downturn in the economy in 2008, memberships in the golf course dwindled, causing it to close in 2019.

The entire tract is comprised of four parcels. The largest at 128 acres, is situated between the Norfolk Southern Railroad, Colgate and Performance Food Group Industries, with the industries and railroad zoned Heavy Industrial (HI).

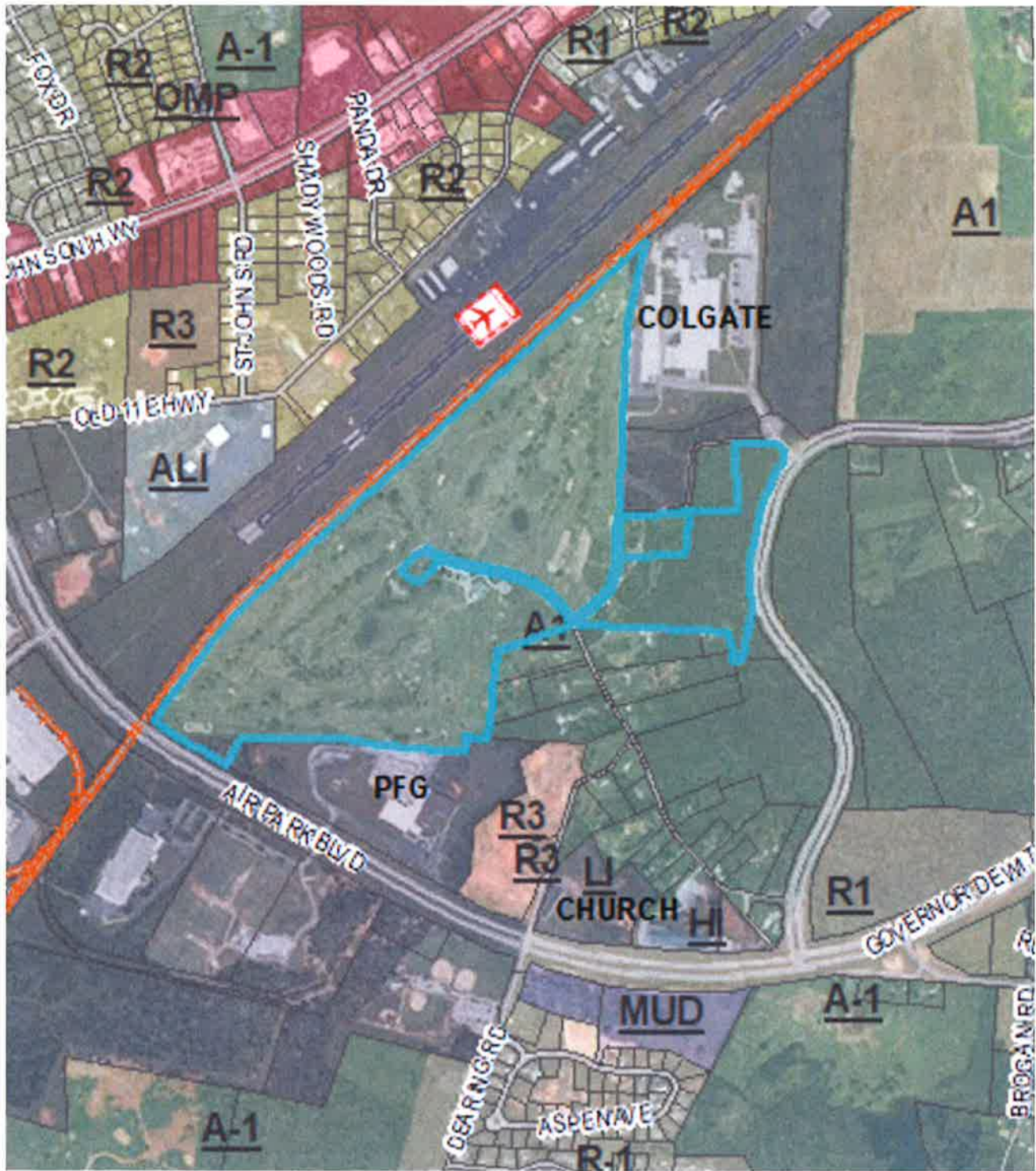
The next largest tract is 20 acres in size and sits between Howell Road and Veterans Parkway. It is bordered by two residential properties to the south, also zoned for agricultural uses. Along the north side is the third subject parcel which is roughly 3 acres in size. Lastly, there is a one-acre parcel in the middle of the golf course with a house which has since been vacated. All are zoned for agricultural uses.

Spurring this request to rezone are plans to build single-family residential housing development on the property. The petitioner has submitted a concept plan showing 450 lots with two access points. A development this size will generate over 4,000 vehicle trips per day and will have an impact on the existing roadways. A traffic impact study will be required for the proposed development which should uncover any needed road improvements to Alpha Valley Home Road, Howell Road or Veterans Parkway.

RECOMMENDATION:

The Planning Commission at their April 12th meeting voted to forward a recommendation to approve on to City Council.

Attached: zoning map



ORDINANCE NO. 4707

ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B.

{Rezoning of Hamblen County Tennessee Tax Parcel ID #'s 048 05000 000, 048 03802 000 and # 048 03804 000 from, A-1 (Agriculture) to R3-P (High Density Residential), the general location being shown on the attached exhibit A.}

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

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

Being Hamblen County Parcel #'s 048 05000 000, located along Howell Road, Parcel # 048 03802 000, as shown on Lot 1 on the Millstone Golf Club Property subdivision plat, recorded in deed book LPLAT, page 118 , and Parcel # 048 03804 000, located along Veteran's Parkway and the Norfolk Southern Railroad;

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from A-1 (Agriculture) to R3-P (High Density Residential);

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

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

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

Passed on first reading the 19th day of April, 2022.

Mayor

ATTEST:

City Administrator

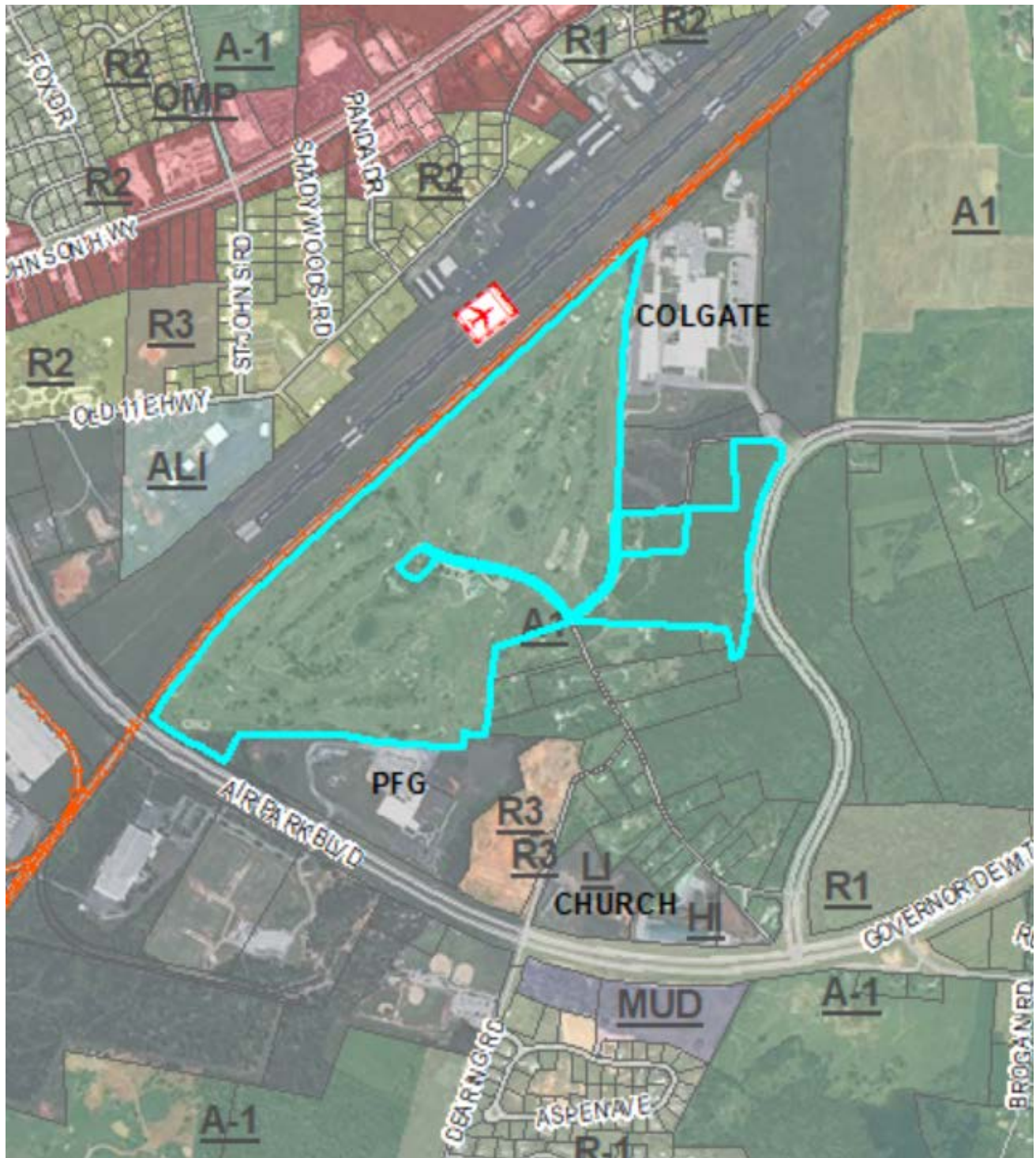
Passed on second and final reading the 3rd day of May, 2022.

Mayor

ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning



TO: City Council
FROM: Lori Matthews
DATE: April 19th 2022
REQUEST: Rezoning Request

Applicant Mark Davenport is requesting his property addressed as 231 South Fairmont Avenue be rezoned from LI (Light Industrial) to IB (Intermediate Business). The property is located just off of West Morris Boulevard and South Fairmont Avenue, just east of Yandell Eye Care Center.

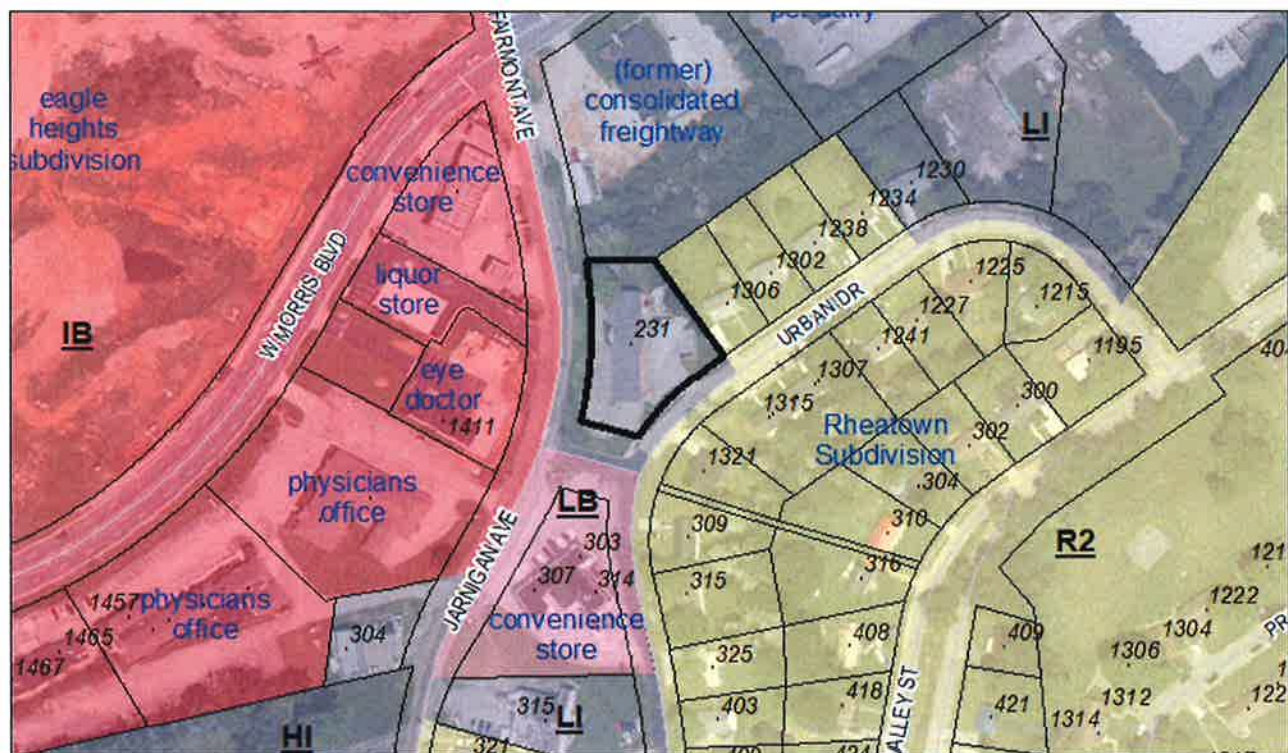
Comprised of just over one-half acre, the property contains a 4,500 square foot building which had once been the office for Holston Gases. Over time, it transitioned into a medical office, but, has not been used for many years. Zoning maps from 1948 show much of this corridor being zoned for manufacturing use, which, was the primary use along this corridor at that time. Many of these former industrial lands have since been converted to office and retail space along Morris Boulevard.

Properties east of 231 South Fairmont Avenue are both zoned and used, for commercial business (convenience store/liquor store). The subject site also connects to a portion of Rheatown Subdivision, a single-family residential subdivision developed in the early 1960's. Land still zoned for manufacturing adjoins to the north, though several have already transitioned to commercial business.

While some commercial uses are allowed within the City's LI District, they require approval by the Board of Zoning Appeals. This would mean that any commercial change in use on the property would require appearing before the Board of Zoning Appeals. Rezoning to Intermediate Business will eliminate the need for this.

RECOMMENDATION:

The Planning Commission, at their April 12th meeting, voted to send this request on to City Council for approval.



ORDINANCE NO. 4708

ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B.

{Rezoning of Hamblen County Tennessee Tax Parcel ID # 041D A 00700 000 from Light Industrial (LI) to Intermediate Business (IB), the general location being shown on the attached exhibit A.}

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

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

Shown as Lot 36 on the disposition plat as recorded in Deed Book BPLAT, Page 160, in the Hamblen County Courthouse;

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

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

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

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

Passed on first reading the 19th day of April, 2022.

Mayor

ATTEST:

City Administrator

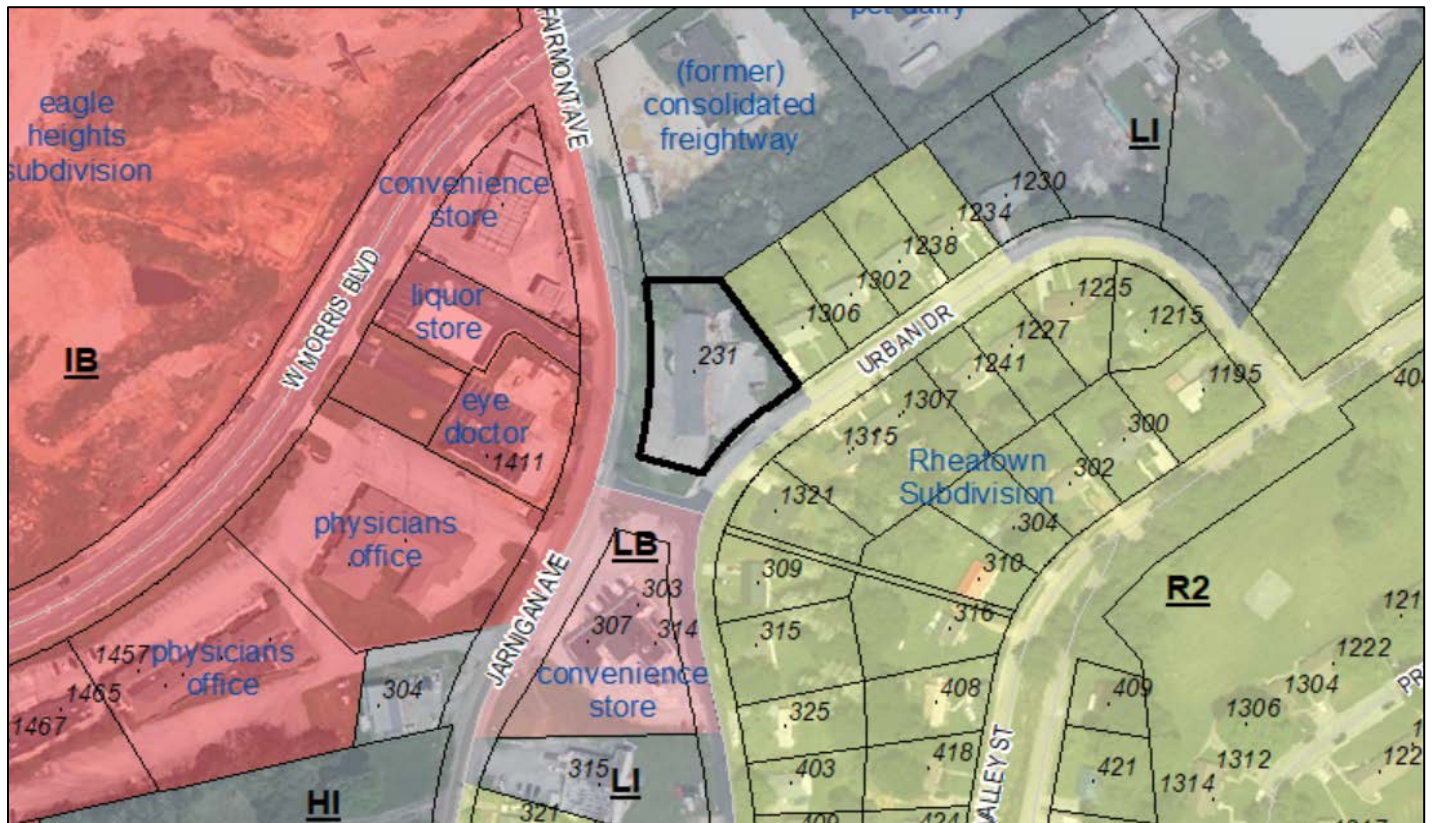
Passed on second and final reading the 3rd day of May, 2022.

Mayor

ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning



TO: City Council
FROM: Lori Matthews, Senior Planner
DATE: April 19th 2022
REQUEST: Rezoning Request

Applicant Mark Davenport, acting as agent for property owner Wayne MClemore, is requesting 1225 West Morris Boulevard be rezoned from LI (Light Industrial) to IB (Intermediate Business). The property is located at the southwest intersection of West Morris Boulevard and South Fairmont Avenue, directly across from a car wash (under construction).

Comprised of 1.8 acres, the property contains a 5,000 square foot building which had once been the location of Consolidated Freightway. The property was originally part of the Rheatown Subdivision. Zoning maps from 1948 show much of this corridor being zoned for manufacturing use, which, was the primary use along this corridor at that time. Many of these former industrial lands have since been converted to office and retail space along Morris Boulevard.

Properties which adjoin to the west, across South Fairmont Avenue, are both zoned and used for commercial business (convenience store/liquor store). The site is bounded by industrial zoning (LI) to the north and east, with the Koch Plant and (former Land-O-Sun) Pet Dairy plant respectively. Single family housing (Rheatown) sits to the south of the site, originally developed by the Morristown Housing Authority in the early 1960's.

Currently, the City's Light Industrial zoning designation allows commercial use, but only with approval by the Board of Zoning Appeals. Renovations along Morris Boulevard have been trending as exclusively commercial in nature over the past several years, with physicians offices, a new bank, antique store and women's boutique. Clearly, Morris Boulevard is now seen by most as a commercial corridor. Manufacturing, for the most part, should be contained along the railroad and the City's industrial parks.

RECOMMENDATION:

The Planning Commission, at their April 12th meeting, voted to forward this request on to City Council for approval.



ORDINANCE NO. 4709

ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B.

{Rezoning of Hamblen County Tennessee Tax Parcel ID #041D A 00800 000 from Light Industrial (LI) to Intermediate Business (IB), the general location being shown on the attached exhibit A.}

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

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

Shown as Lot 27 on the disposition plat as recorded in Deed book BPLAT, Page 160, at the Hamblen County Courthouse;

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

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

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

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

Passed on first reading the 19th day of April, 2022.

Mayor

ATTEST:

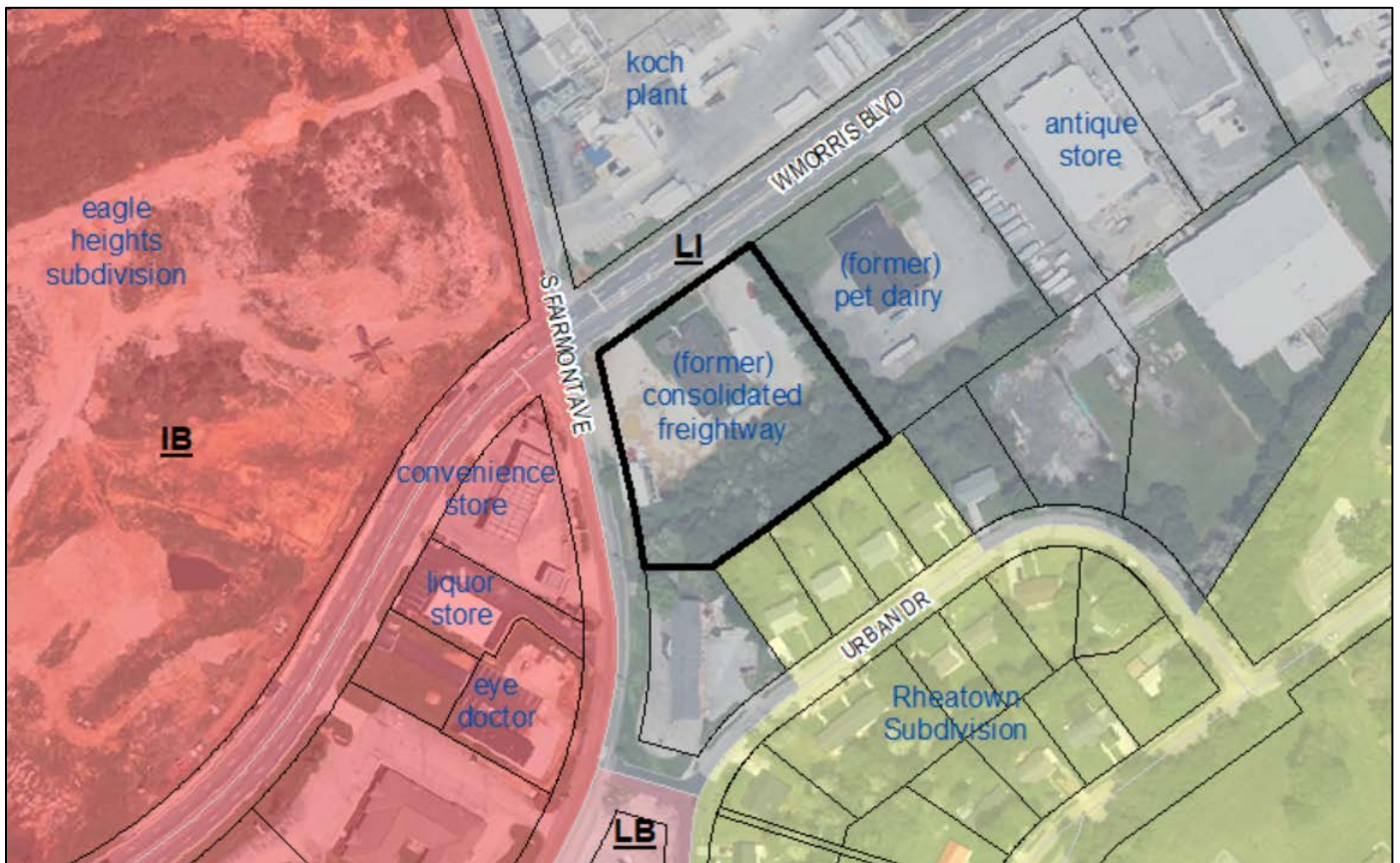
City Administrator

Passed on second and final reading the 3rd day of May, 2022.

Mayor

ATTEST:


City Administrator
Exhibit A:



The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Steve Neilson, Development Director 
DATE: April 19, 2022
REQUEST: Text amendment – Parking Regulations- TEXT-2391

Background

Staff is proposing several amendments to Section 14-216. OFF-STREET PARKING PROVISIONS. The most significant amendment is regarding the multi-family residential parking requirements. Staff is proposing to require one additional visitor space for every five residential units. Currently, each multi-family residential unit is required to have two parking spaces. Many families living in apartments have two vehicles leaving little or no spaces available for visitors. Requiring one additional parking space for every five units will help alleviate this problem.

Other amendments include the following:

- Move the Parking Provisions out of Chapter 2, General Zoning Provisions and relocate them to Chapter 31 which is currently vacant. Eventually, Staff would like to move the Public Work's Traffic Study requirements and the sight distance requirements in with the parking requirements, so it was felt that it was important for it to have its own chapter.
- 14-216-2. DIMENSIONS: Add parallel parking requirements and include diagrams. Occasionally, Staff gets requests for parallel parking spaces, but currently there are no provision in the regulations to allow them. Staff is proposing a 9' x 24' parking space which is deeper than the standard 9'x 18' space. This is due to the nature of parallel parking where more room is needed for a vehicle to get in and out of the space.
- Amend some of the parking definitions to better correspond to recently revised zoning land use classifications. Staff has amended several the zoning districts and have grouped a number of specific land uses into more general categories. For example: Architects, engineers, psychiatrists, and lawyer's offices have been grouped into professional offices. This will remove those specific uses from the parking regulations.
- Staff recently added a new land use category for breweries and taprooms. A proposed amendment would assign parking requirements to them. Brewery/Taproom: One (1) parking space per one hundred (100) square feet of total floor area.

- 14-3104. HANDICAP PARKING: Incorporate the American Disability Act (ADA) Handicap Parking Regulations into the Parking Provisions. Since 2010, all new developments are required to meet these ADA regulations. However, on at least one occasion, we were told by an engineer that staff could not enforce the handicap parking requirements because they were federal regulations and were not included in the City's regulations. Since Staff is in the process of amending the parking regulations, it was a good time to include them.

Recommendation

At the April 12th meeting, the Planning Commission voted unanimously to recommend approval of the proposed text amendments. Staff recommends approval of the proposed text amendments.

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

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14 (Zoning and Land Use Control), Chapter 2, Section 14-216 OFF-STREET PARKING PROVISIONS be deleted and replace with Chapter 31. PARKING REGULATIONS as follows:

CHAPTER 31
PARKING REGULATIONS

14-3101. OFF-STREET PARKING PROVISIONS

1. Permanent off-street parking spaces equal in area to at least the minimum requirements for specific uses, shall be provided at the time of the erection of any building or when a structure is enlarged or increased in capacity by adding dwelling units, guest rooms, seats or floor area; or before conversion from one zoning use or occupancy to another use or occupancy of higher intensity. Such spaces shall be provided with vehicular access to a street or alley. The provisions of this section shall not apply to uses within the Central Business District.
2. Required off-street parking spaces assigned to one use may not be assigned to another use at the same time.
3. If the off-street parking space required by this ordinance cannot be reasonably provided on the same lot on which the principal use is conducted, the Board of Zoning Appeals may permit such space to be provided on any lot, parcel, or tract of land, provided such space lies within four hundred (400) feet of the main entrance to such principal use. In such cases, the applicant for a permit for the principal use shall submit with his application for a building permit an instrument duly executed and acknowledged, which subjects said lot, parcel, or tract of land to parking use in connection with the principal use for which it is made available, so long as the lot upon which the principal use is located is occupied by a use required to provide off-street parking by the provisions of this ordinance. Upon the issuance of a building permit, the Building Inspector shall cause said instrument to be registered in the office of the Register of Deeds. Such space shall not thereafter be reduced or encroached upon in any manner unless equal space is made available on another lot, parcel, or tract of land within four hundred (400) feet of the main entrance to the principal use, approved by the Board of Zoning Appeals, and subjected to the parking use in connection with the principal use for which it was made available by registering a duly executed and acknowledged instrument in the office of the Register of Deeds.
4. All off-street parking areas shall consist of a hard, dustless surface, made of asphalt, concrete, or any other hard surface that may be approved by the Planning Commission, or any combination of materials that may be approved by the Planning Commission. A developer shall turn in a site plan that meets all land disturbance ordinance requirements. Information pertaining to the land disturbance activities can be obtained from the Engineering Department. Any development (existing or new) that is proposing to pave an existing parking lot, or create a new parking lot, the proposed parking area shall come into compliance with any provisions of the Zoning Ordinance that may be applicable.

14-3102. DIMENSIONS:

1. With the exception of parallel parking each parking space shall be a minimum width of 9 feet by a minimum length of 18 feet. Parallel parking spaces shall have a minimum length of 24 feet.
2. The following minimum drive aisle widths for the design angles are:
 - a) 90-degree parking: 24 feet
 - b) 60-degree parking: 18 feet
 - c) 45-degree parking: 15 feet
 - d) Parallel Parking: 24 feet
3. The minimum grade of any parking lot shall be one percent (1%).
4. The maximum grade of any parking lot shall be twelve percent (12%).

14-3103. OFF-STREET PARKING REQUIREMENTS:

- a. Residential Dwellings:
 1. Single Family: 2 parking spaces for each unit
 2. Duplex: 2 parking spaces for each unit
 3. Multi-Family: 2 parking spaces for each unit plus one (1) additional visitor space for every five (5) units
 4. Rooming or Boarding House: 1 parking space for each room to be rented.
- b. Medical Facilities:
 1. Convalescent or Nursing Home / Assisted Living Facility: 1 parking space per two hundred-fifty (250) square feet of total floor area.
 2. Hospitals: 1 parking space per 200 square feet of total floor area.
 3. Medical Clinics: 1 parking space per two hundred-fifty (250) square feet of total floor area.
- c. Offices:
 1. Business Offices: One (1) parking space per three hundred (300) square feet of usable floor area.
 2. Professional Offices: One (1) parking space per three hundred (300) square feet of usable floor area.
 3. Medical/Dental Office: One (1) parking space per two hundred-fifty (250) square feet of total floor area.
- d. Public Uses:
 1. Auditoriums / Places of Assembly: One (1) parking space for each four seats provided in the main auditorium or hall. In places where seating is not a measure of capacity, at least one (1) parking space for each one hundred (100) square feet of floor area devoted to the particular use.
 2. Funeral Homes / Mortuaries: One (1) parking space for each four seats provided in the main auditorium or hall. In places where seating is not a measure of capacity, at least one (1)

parking space for each one hundred (100) square feet of floor area devoted to the particular use.

3. Places of Worship: One (1) parking space for each four seats provided in the main auditorium or hall. In places where seating is not a measure of capacity, at least one (1) parking space for each one hundred (100) square feet of floor area devoted to the particular use.
4. Schools:
 - a. Elementary, Middle, Primary Schools: Two (2) spaces per classroom, plus 10 stacking spaces for loading/unloading of children, plus the requirements for Assembly Hall or Stadium, whichever is greater, if applicable.
 - b. High Schools: Ten (10) spaces per classroom, plus 10 stacking spaces for loading/unloading of children, plus 3 spaces for each administrative office, plus the requirements for Assembly Hall or Stadium, whichever is greater, if applicable.
5. College or University: One (1) parking space per employee plus a sufficient number of spaces to accommodate students and visitors as determined by the Building Inspector.
6. Theaters: One (1) parking space for each four seats provided in the main auditorium or hall. In places where seating is not a measure of capacity, at least one (1) parking space for each one hundred (100) square feet of floor area devoted to the particular use.
- e. Commercial Uses:
 1. Amusement Enterprise / Recreational Facility / Entertainment Facility:
 - a. Unless stated specifically elsewhere in this ordinance, 1 parking space per four (4) customers, based on the maximum service capacity.
 2. Appliance Store: One (1) parking space for each eight hundred (800) square feet of floor area.
 3. Automobile Detailing / Car Wash:
 - a. Three (3) stacking spaces, plus one (1) bay/stall space, plus two (2) drying spaces, plus 1 space per employee.
 - b. Five (5) stacking spaces per bay/stall for an automated establishment.
 4. Automobile / Vehicle Sales: One (1) parking space for each eight hundred (800) square feet of showroom floor area. (This area shall be striped and/or marked differently than the area of vehicles for sale).
 5. Automobile Repair Shop: Two (2) parking spaces per service stall, plus one (1) parking space per three hundred (300) square feet of total floor area.
 6. Automobile Service Station: Two (2) parking spaces per service stall, plus one (1) parking space per three hundred (300) square feet of total floor area.
 7. Banks: One (1) parking space per two hundred (200) square feet of usable floor area; and/or four (4) stacking spaces per drive-through window, and/or automated teller machine (ATM), if applicable.
 8. Barber Shop / Beauty Salon: Two (2) parking spaces per barber or beauty salon chair.

9. Bowling Alleys: Four (4) parking spaces per alley.
10. Brewery/Taproom: One (1) parking space per one hundred (100) square feet of total floor area.
11. Day-Care Centers/ Child Nurseries: One (1) parking space per five hundred (500) square feet of total floor area.
12. Hotels: One (1) parking space for each room for rent. For any additional use, follow the provisions for that use (i.e. restaurant, banquet hall, etc.).
13. Furniture Store: One (1) parking space for each eight hundred (800) square feet of floor area.
14. Household Equipment Repair Shop: One (1) parking space for each eight hundred (800) square feet of floor area.
15. Decorator's Showroom: One (1) parking space for each eight hundred (800) square feet of floor area.
16. Laundry Facility:
 - a. Self-Service Laundry-Mat: One (1) parking space for each three hundred (300) square feet of total floor area.
 - b. Dry Cleaners: A minimum of three (3) parking spaces, plus one (1) parking space per eight hundred (800) square feet of total floor area; and three (3) stacking spaces per drive-through window, if applicable.
17. Lodges: One (1) parking space per three (3) members, based on the design capacity of the facility.
18. Manufactured Home Sales: One (1) parking space per five hundred (500) square feet of total floor area of sales/service building.
19. Mini-Storage Warehouse: One (1) parking space per twenty-five units, or a minimum of four (4) parking spaces, whichever is greater.
20. Motels, Motor Courts: One (1) parking space for each room to be rented. For any additional use, follow the provisions for that use (i.e. restaurant, banquet hall, etc.).
21. Private Clubs: One (1) parking space per three (3) members, based on the design capacity of the facility.
22. Plumber's Showroom: One (1) parking space for each eight hundred (800) square feet of floor area.
23. Restaurants: One (1) parking space per one hundred (100) square feet of total floor area; and/or five (5) stacking spaces per drive-through window, if applicable.
24. Retail Stores: One (1) parking space per two hundred (200) square feet of total retail floor area; and/or five (5) stacking spaces for each drive-through window, if applicable.

25. Shoe Repair Shop: One (1) parking space for each eight hundred (800) square feet of floor area.
26. Stadiums/ Racetracks: One (1) parking space per four (4) seats.
27. Swimming Pools: One (1) parking space per fifty (50) square feet of water area. Swimming pools provided as an on-site amenity for private residential developments shall require one (1) parking space per one hundred and fifty (150) square feet of surface water area. (3266-10/03/2006)
28. Tourist Homes / Bed & Breakfast: Two (2) parking spaces for the existing residence, plus one (1) parking space for each room to be rented.
29. Union Headquarters: One (1) parking space per three (3) members, based on the design capacity of the facility.
30. Wholesale Business: Two (2) parking spaces for each employee.
- f. Industrial Uses: One and one quarter (1.25) parking spaces for everyone (1) employee on the largest work shift, plus one space per company vehicle plus adequate visitor parking (3603-04/03/2018).
- g. Warehouses and Distribution Centers: One (1) parking space for each three hundred (300) square feet of floor area used for clerical and/or administrative office space in addition to one (1) parking space per two thousand (2,000) square feet of floor area used for warehouse and/or storage area. (3172-03/02/2004)

14-3104. OFF-STREET LOADING AND UNLOADING PROVISIONS (3129-04/01/2003)

1. Permanent off-street loading and unloading spaces equal in area to at least the minimum requirements for specific uses, shall be provided at the time of the erection of any building or structure, or at the time any main building or structure is enlarged or increased in capacity by adding dwelling units, guest rooms, seats or floor area; or before conversion from one zoning use or occupancy to another use or occupancy. Such spaces shall be provided with vehicular access to a street or alley. The provisions of this section shall not apply to uses within the Central Business District.
2. The minimum requirements for the provision of loading and unloading spaces for classes of uses are as follows:
 - a. Retail Business Uses: One (1) loading and unloading space, with dimensions of at least ten (10) feet wide by twenty-five (25) feet in length.
 - b. Wholesale and Industrial Uses: One (1) loading and unloading space, with dimensions of at least ten (10) feet wide by fifty (50) feet in length.

14-3105. HANDICAP PARKING

Except for single-family, two-family, and multiple-family dwellings offered for sale, all uses shall provide off-street parking spaces for handicapped persons.

The number of handicapped parking spaces required shall be based on the total number of parking spaces according to the following table:

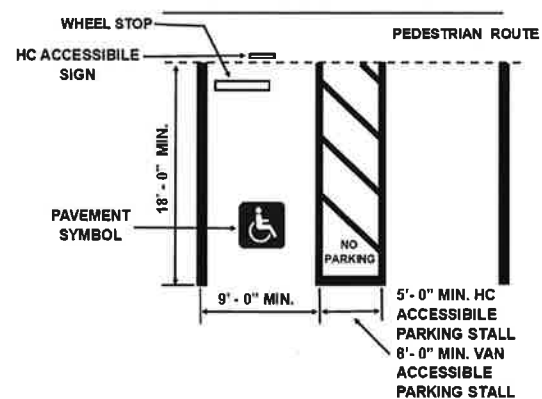
Total Spaces	Minimum # of Accessible Parking Spaces	Minimum # of Van Accessible Parking Spaces
Up to 25	1	1
26 to 50	2	1
51 to 75	3	1
76 to 100	4	1
101 to 150	5	1
151 to 200	6	1
201 to 300	7	2
301 to 400	8	2
401 to 500	9	2
501 to 1,000	2% of total	1/6 of accessible spaces
Over 1,000	20 plus 1 for each 100 over 1,000	1/6 of accessible spaces

Handicap spaces shall be provided at the closest possible location to the entrance of the building and shall be connected to that entrance by a paved surface no less than five feet in width, which does not exceed one-foot rise or fall per 12 feet of length. In no case shall a handicapped individual, in proceeding from a handicapped parking space to an entrance, be required to walk or wheel behind non-handicapped parking.

Handicap accessible spaces shall be a minimum of nine (9) feet by 18 (eighteen) feet with a five (5) foot accessible stall. Van accessible spaces shall provide an eight (8) foot parking stall.

Handicap parking spaces must be identified by signs that include the International Symbol of Accessibility. Signs at van-accessible spaces must the additional phrase "van-accessible."

Signs shall be mounted so that the lower edge of the sign is at least five (5) feet above the ground.



HC Parking Space Detail

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

Passed on first reading the 19th day of April, 2022.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 3rd day of May, 2022.

Mayor

ATTEST:

City Administrator

The City of Morristown

Building Inspections Department



TO: Morristown City Council
FROM: Mark Johns, Chief Building Official *MJ*
DATE: May 3, 2022
REQUEST: Text amendment – Construction Board of Appeals (Sec.2-301), Property Maintenance Board of Appeals (Sec.2-501), Text addition – Board of Neglected Structures (Sec.2-401)

Background

Staff is proposing text amendments to Title 12 – FIRE AND CONSTRUCTION CODES and Title 13 PROPERTY MAINTENANCE REGULATIONS. The intent of the proposed changes to better utilize Board Members in their respective professional fields while providing citizens with a fair and objective appeals process.

The Construction Board of Appeals members in addition to reviewing all building and fire code appeals are also responsible for reviewing property maintenance appeals. To better utilize the skills of these professionals, staff is proposing to remove the property maintenance appeals and replace it with the responsibilities to review building demolition appeals. Staff is proposing the following changes:

- Remove property maintenance appeals responsibilities from the Construction Board of Appeals.
- Create a Board of Neglected Structures (Sec.2-401) which will be made up of members of the Construction Board of Appeals to hear building demolition appeals of the Building Official after the Neglected Structures Hearings have taken place.
- Create a new Property Maintenance Board of Appeals which will hear appeals of staff decisions regarding Property Maintenance violations. The board will be made up of five (5) members of the community.

Recommendation

Staff recommends approval of the proposed text amendments.

TITLE 2 – BOARDS AND COMMISSIONS, ETC.

CHAPTER 3. – CONSTRUCTION BOARD OF APPEALS

Sec. 3-301-Purpose of the board

The board shall have the authority to hear appeals of decisions and interpretations of the building, plumbing, gas, electrical, mechanical and fire inspectors.

Sec. 3-302 – Membership and terms of office:

- (1) The Construction Board of Appeals for the city is hereby reorganized as set forth herein below:
 - a. The Construction Board of Appeals which shall consist of nine members appointed by the governing body.
 - b. The terms of office of the board members shall be staggered so that no more than one-third of the board is appointed or replaced in any 12-month period.
 - c. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Continued absence of any member from board meetings shall, at the discretion of City Council, render such member subject to removal from office.
 - d. A simple majority of the board shall constitute a quorum. A decision by the board shall require an affirmative vote by a majority of the members present.
 - e. The board members shall be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors or building industry representatives. No board member shall act in a case in which that member has a personal or financial interest and shall recuse themselves or abstain from the decision.
- (2) The Construction Board of Appeals members shall also serve as the Board of Neglected Structures in accordance with 2018 IRC Section R101.2 (Scope); 2018 IPMC Section 108 (Unsafe structures and equipment) & Section 110 (Demolition); City Ordinance Chapter 2 (Slum Clearance); and TCA 13-6-103.
 - a. The Board of Neglected Structures shall meet as needed for the transaction of business.
 - b. The Board of Neglected Structures shall hear appeals of decisions of the building official regarding dilapidation hearings that have occurred in accordance with 2018 IRC Section R101.2 (Scope); 2018 IPMC Section 108 (Unsafe structures and equipment) & Section 110 (Demolition); City Ordinance Chapter 2 (Slum Clearance); and TCA 13-6-103.

CHAPTER 4. – PROPERTY MAINTENANCE BOARD OF APPEALS

Sec. 4-401- Purpose of the board

The board shall have the authority to hear appeals of Code Enforcement Officers' decisions and interpretations of the Municipal Property Maintenance Code as well as the ICC International Property Maintenance Code (IPMC) as adopted in Section 12-302 pursuant to Section 111 of the IPMC.

Sec. 4-402- Appeals:

Any appeal to this board shall be made within the 20-day time period as required and stated on the Notice of Violation. The board shall meet to hear the appeal upon notice of the chairman, within 20 days of the filing of the appeal, or at stated periodic meetings.

Sec. 4-403 – Membership and terms of office:

- a. The Property Maintenance Board of Appeals which shall consist of five members appointed by the governing body.
- b. The board members shall be composed of members of the jurisdiction who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The code official shall be an ex-officio member but shall not vote on any matter before the board. No board member shall act in a case in which that member has a personal or financial interest and shall recuse themselves or abstain from the decision.
- c. The terms of office of the board members shall be three-year terms staggered so that no more than one-third of the board is appointed or replaced in any 12-month period.
- d. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Continued absence of any member from board meetings shall, at the discretion of City Council, render such member subject to removal from office.
- e. A simple majority of the board shall constitute a quorum. A decision by the board shall require an affirmative vote by a majority of the members present.

TITLE 12 - FIRE AND CONSTRUCTION CODES

CHAPTER 9 - CONSTRUCTION BOARD OF APPEALS

Sec. 12-901. - Construction Board of Appeals

As created and defined in 2-301, The Construction Board of Appeals shall meet as needed for the transaction of business. The board shall have the authority to hear appeals of decisions and interpretations of the building, plumbing, gas, electrical, mechanical and fire inspectors.

The Construction Board of Appeals members shall also serve as the Board of Neglected Structures in accordance with 2018 IRC Section R101.2 (Scope); 2018 IPMC Section 108 (Unsafe structures and equipment) & Section 110 (Demolition); City Ordinance Chapter 2 (Slum Clearance); and TCA 13-6-103.

~~The construction board of appeals shall also hear appeals of decisions of the building official regarding property maintenance pursuant to Section 111 of the International Property Maintenance Code.~~

~~The board members shall be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors or building industry representatives. No board member shall act in a case in which that member has a personal or financial interest.~~

~~The terms of office of the board members shall be staggered so that no more than one-third of the board is appointed or replaced in any 12-month period. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Continued absence of any member from board meetings shall, at the discretion of city council, render such member subject to removal from office.~~

~~A simple majority of the board shall constitute a quorum. A decision by the board shall require an affirmative vote by a majority of the members present.~~

Sec. 12-902. – Property Maintenance Board of Appeals

As created and defined in Section 2-501, The Property Maintenance Board of Appeals shall meet as needed for the transaction of business. The Property Maintenance Board of Appeals shall meet as needed for the transaction of business. The board shall have the authority to hear appeals of Code Enforcement Officers' decisions and interpretations of the Municipal Property Maintenance Code as well as the ICC International Property Maintenance Code (IPMC) as adopted in Section 12-302 pursuant to Section 111 of the IPMC. Any appeal to this board shall be made within the 20-day time period as required and stated on the Notice of Violation. The board shall meet to hear the appeal upon notice of the chairman, within 20 days of the filing of the appeal, or at stated periodic meetings.

TITLE 13 - PROPERTY MAINTENANCE REGULATIONS

CHAPTER 1 - GENERAL PROPERTY MAINTENANCE

Sec. 13-105. - Removal of vegetation and debris from certain lots.

- c) Appeals. ~~Any owner, lessee, occupant or person having control of property aggrieved by the determination and order of an officer under this article may appeal therefrom to the city administrator, or such other person as is designated, within ten days from the date of service of the notice; provided, however, that if the owner of record of any such aggrieved property is a carrier engaged in the transportation of property or is a utility transmitting communications, electricity, gas, liquids, steam, sewage or other materials such appeal may be taken within 20 days from the date of the service of the notice. Such appeal shall be taken by filing with the administrator a notice of appeal stating in brief and concise form the grounds therefor. The~~

~~administrator shall hear and determine such appeal as promptly as practicable, but within ten calendar days of the filing of the appeal, except upon written application for an extension of time by the appellant, who shall recite reasons satisfactory to the administrator before such extension may be granted. The administrator shall have the power to affirm, reverse or modify the order of the officer. The administrator's decision, together with the reasons therefor, shall be in writing and maintained as a public record. An owner, lessee, occupant or person having control of the property who fails, refuses or neglects to comply with the order of the officer, as modified by the administrator, shall be in violation of the provisions of this article. Appeal from the decision of the administrator shall be provided by law in cases or certiorari.~~ Any person directly affected by a decision of the code official, or a notice or order issued under this code shall have the right to appeal to the Property Maintenance Board of Appeals, provided that a written application for appeal is filed within 20 days after the day the decision or legal notice. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

Sec. 13-110. – Property Maintenance Board of Appeals

As created and defined in Section 2-501, The Property Maintenance Board of Appeals shall meet as needed for the transaction of business. The board shall have the authority to hear appeals of Code Enforcement Officers' decisions and interpretations of the Municipal Property Maintenance Code as well as the ICC International Property Maintenance Code (IPMC) as adopted in Section 12-302 pursuant to Section 111 of the IPMC. Any appeal to this board shall be made within the 20-day time period as required and stated on the Notice of Violation. The board shall meet to hear the appeal upon notice of the chairman, within 20 days of the filing of the appeal, or at stated periodic meetings.

ORDINANCE NO. _____

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING TITLE 2 (BOARDS AND COMMISSIONS, ETC.); TITLE 12 (FIRE AND CONSTRUCTION CODES); AND TITLE 13 (GENERAL PROPERTY MAINTENANCE).

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 2 (boards and commissions, etc.); Title 12 (fire and construction codes); and Title 13 (general property maintenance) shall be to include or replaced in their entirety the following:

TITLE 2 – BOARDS AND COMMISSIONS, ETC.

CHAPTER 3. – CONSTRUCTION BOARD OF APPEALS

Sec. 3-301- Purpose of the board

The board shall have the authority to hear appeals of decisions and interpretations of the building, plumbing, gas, electrical, mechanical and fire inspectors.

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- (1) The Construction Board of Appeals for the city is hereby reorganized as set forth herein below:
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 - c. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Continued absence of any member from board meetings shall, at the discretion of the governing body, render such member subject to removal from office.
 - d. A simple majority of the board shall constitute a quorum. A decision by the board shall require an affirmative vote by a majority of the members present.
 - e. The board members shall be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors or building industry representatives. No board member shall act in a case in which that member has a personal or financial interest and shall recuse themselves or abstain from the decision.
- (2) The Construction Board of Appeals members shall also serve as the Board of Neglected Structures in accordance with 2018 IRC Section R101.2 (Scope); 2018 IPMC Section 108 (Unsafe structures and equipment) & Section 110 (Demolition); City Ordinance Chapter 2 (Slum Clearance); and TCA 13-6-103.

- a. The Board of Neglected Structures shall meet as needed for the transaction of business.
- b. The Board of Neglected Structures shall hear appeals of decisions of the building official regarding dilapidation hearings that have occurred in accordance with 2018 IRC Section R101.2 (Scope); 2018 IPMC Section 108 (Unsafe structures and equipment) & Section 110 (Demolition); City Ordinance Chapter 2 (Slum Clearance); and TCA 13-6-103.

CHAPTER 4. – PROPERTY MAINTENANCE BOARD OF APPEALS

Sec. 4-401- Purpose of the board:

The board shall have the authority to hear appeals of Code Enforcement Officers' decisions and interpretations of the Municipal Property Maintenance Code as well as the ICC International Property Maintenance Code (IPMC) as adopted in Section 12-302 pursuant to Section 111 of the IPMC.

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Any appeal to this board shall be made within the 20-day time period as required and stated on the Notice of Violation. The board shall meet to hear the appeal upon notice of the chairman, within 20 days of the filing of the appeal, or at stated periodic meetings.

Sec. 4-403 – Membership and terms of office:

- a. The Property Maintenance Board of Appeals which shall consist of five members appointed by the governing body.
- b. The board members shall be composed of members of the jurisdiction who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The code official shall be an ex-officio member but shall not vote on any matter before the board. No board member shall act in a case in which that member has a personal or financial interest and shall recuse themselves or abstain from the decision.
- c. The terms of office of the board members shall be three-year terms staggered so that no more than one-third of the board is appointed or replaced in any 12-month period.
- d. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Continued absence of any

member from board meetings shall, at the discretion of City Council, render such member subject to removal from office.

- e. A simple majority of the board shall constitute a quorum. A decision by the board shall require an affirmative vote by a majority of the members present.

TITLE 12 - FIRE AND CONSTRUCTION CODES

CHAPTER 9 - CONSTRUCTION BOARD OF APPEALS

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The Construction Board of Appeals members shall also serve as the Board of Neglected Structures in accordance with 2018 IRC Section R101.2 (Scope); 2018 IPMC Section 108 (Unsafe structures and equipment) & Section 110 (Demolition); City Ordinance Chapter 2 (Slum Clearance); and TCA 13-6-103.

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TITLE 13 - PROPERTY MAINTENANCE REGULATIONS

CHAPTER 1 - GENERAL PROPERTY MAINTENANCE

Sec. 13-105. - Removal of vegetation and debris from certain lots.

- c) *Appeals.* Any person directly affected by a decision of the code official, or a notice or order issued under this code shall have the right to appeal to the Property Maintenance Board of Appeals, provided that a written application for appeal is filed within 20 days after the day the decision or legal notice. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

Sec. 13-110. – Property Maintenance Board of Appeals

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

Passed on first reading the _____ day of _____, 2022.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the _____ day of _____, 2022.

Mayor

ATTEST:

City Administrator



Morristown City Council Agenda Item Summary

Date: May 3, 2022

Agenda Item: Approve the Work Authorization for Design Innovation for professional services in preparation for exterior trim repair at Fire Station No 1.

Prepared By: Andrew Ellard

Subject: Fire Station No 1 Exterior Trim Preliminaries

Background: Based on rising cost estimates, projects originally slated for station 1 in FY2022 were rearranged slightly. Exterior trim work was originally planned for FY2022, but we are now only planning to begin this preliminary work in preparation for bidding. The actual project is being planned within the FY2023 budget.

Findings/Current Activity: Proposed work will establish documents for the purpose of bidding out necessary work and providing construction admin and other project services as needed.

Financial Impact: \$5,100.00.

Action options/Recommendations: Approve the Work Authorization.

Attachment: Proposal/Work Authorization for Professional Services

DIA Project Number: 22034
Architectural Proposal for:
Morristown Fire Department Station 1 Exterior Wood Trim Repairs



April 14, 2022

Andrew Ellard
100 West First North Street
Morristown, TN 37814

Dear Mr. Ellard,

Thank you for the opportunity to assist you with the exterior wood trim repairs for Fire Station 1. We offer the following:

SCOPE OF PROJECT: This project consists of the replacement of exterior rotten wood trim at various locations on the building's exterior.

SCOPE OF SERVICES:

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

EXCLUDED SERVICES:

1. As Built Surveying.

COMPENSATION: The services listed above item No. 01 as Basic Service for construction documents will be provided on a lumpsum basis with a fee of Five Thousand One Hundred Dollars (\$5,100.00). The other services listed above as will be provided on an hourly as required basis. See attached for our standard hourly services for bidding and construction administration services rates, typical reimbursables, and other terms and conditions for your reference. The hourly services are in addition to the lumpsum fee for preparing the permit drawings.

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

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

Sincerely,

Design Innovation

(Signature)

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

(Printed Name and Title)

OWNER / CLIENT

(Signature)

(Date)

(Printed Name and Title)

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

Page 1 of 1

Excellence through service and design

Contract Ref. #

Project “ ”

ADVENTURE FACILITIES MANUFACTURING, SUPPLY AND INSTALLATION AGREEMENT

THIS ADVENTURE FACILITIES MANUFACTURING AND SUPPLY AND INSTALLATION AGREEMENT (“Agreement”) dated as of **04/19/2022** (“Effective Date”) is made by and between **WALLTOPIA ADVENTURE USA, LLC**, a company organized under the laws of the State of Texas, whose registered office is at 985 TX-121 Business, Ste 619, Lewisville, TX 75057 (“Supplier”),

-and-

The City of Morristown, TN, a municipal corporation, created by the Private Acts of the Tennessee Legislature for 1903, Chapter 103, with its principal address being 100 West First North Street, Morristown, TN 37814 (“Buyer”) (each referred to as a “Party” and together referred to as the “Parties”)

WHEREAS, the Supplier has experience and expertise in the design and manufacture and installation of adventure facilities, and the Buyer wishes to engage the Supplier to design, manufacture and supply such adventure facilities in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. SCOPE OF AGREEMENT

Scope of Agreement. The Supplier shall design, manufacture, deliver, and install the adventure facilities (“Adventure Facilities”) and provide the additional services (“Additional Services”), all of which are more fully described in the Buyer’s Statement of Requirements attached as Schedule A, in accordance with the Contract Documents. The Buyer shall purchase the Adventure Facilities and the Additional Services from the Supplier on the terms and conditions set forth in the Contract Documents.

1.1. **Contract Documents.** The Contract Documents consist of the following documents (including all amendments thereto agreed upon by the Parties):

- (i) This Agreement and all schedules attached to it.
- (ii) The Buyer’s Statement of Requirements”.
- (iii) The Construction Documents.

1.2. **Certain Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement shall have the definitions set forth in Schedule B.

II. CONTRACT PRICE AND TERMS OF PAYMENT. SUSPENSION OF WORK

- 2.1 **Contract Price.** The Contract Price shall be \$355,507. The Contract Price includes the cost of material, labor, transportation, all necessary equipment for installation, services and taxes.
- 2.2 **Progress Payments.** The Buyer shall make progress payments to the Supplier on account of the Contract Price when due. All payment shall be made in accordance with the Payment Schedule attached hereto as Schedule C. Upon Practical Completion of each Adventure Facility, the remainder of its corresponding price specified in Schedule A shall become immediately due, which is equal to the proportionate sum of the final installment as per Schedule C.
- 2.3 **Interest.** Should either Party fail to make payments as they become due under the terms of this Agreement, interest at the following rates on such unpaid amounts shall also become due and payable until payment: (1) 18% per annum for the first 30 days. (2) 18% per annum after the first 30 days. Such interest shall be compounded on a monthly basis.
- 2.4 **No Deduction or Set-Off.** Any amount payable by the Buyer to the Supplier under this Agreement shall be paid without any set-off, counterclaim, deduction or withholding whatsoever.
- 2.5 **Suspension of Work.** In the event that the Buyer suspends the Work, in whole or in part, for any reason (including the delivery or installation of any Adventure Facilities or components thereof), the Buyer agrees to pay to the Supplier within 15 (fifteen) days after receipt of a written demand for payment for any portion of work satisfactorily complete at the time of suspension. Should the Buyer suspend the Work, in whole or in part, for any reason (including the delivery or installation of any Adventure Facilities or components thereof), the date for completion of the respective milestones shall be extended by the number of days that the suspension directly or indirectly delays the completion of the Work. Upon receipt of the Buyer's written instructions directing the Supplier to resume work under this Agreement, the Supplier shall issue a revised Table of Milestones setting out the amended dates for completion of the relevant milestones.

III. DESIGN DEVELOPMENT AND ENGINEERING STAGE

- 3.1 **Design and Engineering Milestones.** The Supplier shall use reasonable efforts to meet the design and engineering milestones specified in the Table of Milestones attached hereto as Schedule D. Failure to complete design and engineering services in line with Schedule D shall not extend milestones of later stages through completion.
- 3.2 **Buyer's Information.** The Buyer shall furnish the information required to complete the design and engineering milestones within the prescribed time, failing which the period for completion of the respective milestones shall be extended by the period of delay occasioned by the Buyer's default.
- 3.3 **Reliance on Information.** Unless the Parties specifically agree otherwise in writing, the Supplier is entitled to rely on the accuracy of all information provided by or on behalf of the Buyer without regard for the source of such information.
- 3.4 **Errors or Omissions.** The Supplier shall not be liable for damages or costs resulting from any error, inconsistency, or omission in the information provided by or on behalf of the Buyer,

unless the Supplier has explicitly undertaken in writing to review and verify the information. In such cases the time for completion of the relevant milestones shall be extended by the time required to perform the review and, if necessary, correct the information. Upon completion of the review, the Supplier shall promptly notify the Buyer of any significant error, inconsistency, or omission discovered in the information provided by or on behalf of the Buyer. The Supplier shall not proceed with the Design Services affected until the Supplier and the Buyer have agreed in writing how the information should be corrected or supplied.

- 3.5 **Design Change Instructions.** The Buyer shall provide any necessary input or instructions within the time prescribed in the Table of Milestones to avoid delay in the performance of the Agreement.
- 3.6 **Initial Conceptual Design.** The Supplier shall, within the prescribed time, provide to the Buyer (including by email or by uploading the information on www.dropbox.com or another file-sharing website) the Deliverables embodying the conceptual design for the Adventure Facilities. The Buyer shall communicate in writing its acceptance or rejection of the Deliverables within the prescribed time. If the Buyer rejects the Deliverables in whole or in part, the Buyer shall issue written instructions (“Design Change Instructions”) detailing the reasons for the rejection and requiring changes, additions or modifications to the Deliverables.
- 3.7 **Revised Conceptual Design.** Upon receipt of the Design Change Instructions issued under Section 3.6, the Supplier shall revise the Deliverables identified therein to address any non-conformance to the requirements of the Contract Documents and shall, within the prescribed time, provide to the Buyer (in the manner specified in the preceding section) a corrected version thereof for review and approval. The Buyer shall review the revised Deliverables and shall, within the prescribed time, communicate in writing its acceptance or rejection thereof. If the Buyer rejects the revised Deliverables in whole or in part, the Buyer shall issue Design Change Instructions detailing the reasons for the rejection and requiring further changes, additions or modifications to the revised Deliverables. Thereafter, the procedure described in this Section 3.7 shall apply with all necessary modifications until the Supplier obtains an approval of the Deliverables.

Revisions of Conceptual Design Deliverables exceeding 20 working hours shall be charged as per the rates below:

- Senior Designer: 100 USD/h
- Designer: 75 USD/h
- Senior Engineer: 100 USD/h
- Engineer: 75 USD/h
- Administration/Document controller: 60 USD/h

- 3.8 **Reasons for Rejection.** For greater certainty, the Buyer shall be entitled to reject the Deliverables (or any revision thereof) only if in the Buyer’s reasonable opinion the Deliverables or the revision thereof, as applicable, do not conform to the requirements of Contract Documents, including the Buyer’s Statement of Requirements.
- 3.9 **Failure to Communicate Acceptance or Rejection.** If the Buyer fails to communicate in writing its acceptance or rejection of the Deliverables (or any revision thereof) within the prescribed time, the Supplier shall not proceed with the Design Services affected until the Supplier obtains the Buyer’s written notice of acceptance or rejection, as the case may be.
- 3.10 **Design Changes Following Acceptance of Conceptual Design.** Following the acceptance of the conceptual design Deliverables, the Buyer may issue Design Change Instructions only with

the Supplier's prior written consent. Such Design Change Instructions shall not be processed until such time as the Parties can mutually agree in writing upon the additional cost occasioned by the issuance of the instructions. Upon reaching an agreement, the Supplier shall issue a revised Table of Milestones, which shall become an integral part of this Agreement.

- 3.11 **Questionnaire**. Following the acceptance of the conceptual design Deliverables, the Buyer shall, within the prescribed time, provide to the Supplier such information as the Supplier reasonably requires for the purposes of preparing the engineering drawings, including a properly completed questionnaire containing the details of all existing or proposed facilities, systems and conditions of the Installation Site.
- 3.12 **Engineering Drawings**. After receipt of the information referred to in Section 3.11 and within the prescribed time, the Supplier shall prepare and, if requested, provide to the Buyer detailed engineering drawings for the Adventure Facilities for review (which shall be completed within the prescribed time). The Buyer's review shall not relieve the Supplier of responsibility for errors or omissions in the engineering drawings unless the Buyer accepts in writing a deviation from the requirements of the Contract Documents. Upon written request, the Buyer shall confirm in writing that the premises upon which the Adventure Facilities will be located can support the loads imposed upon them, including the location of all attachment points.
- 3.13 **Further Review by Engineer**. The Buyer may upon written notice to the Supplier engage a properly qualified engineer to review the engineering drawings furnished by the Supplier (or any portion(s) thereof) to confirm that the same conform to the requirements of the Contract Documents and/or the applicable construction rules and regulations. During the period required to complete the review, the manufacture of the Adventure Facilities shall be suspended. In the event of non-conformity, the Supplier shall correct the drawings within the prescribed time.

IV. MANUFACTURE OF ADVENTURE FACILITIES

- 4.1 **Date of Commencement of Manufacture**. The Supplier shall notify the Buyer of the date on which the manufacture of the Adventure Facilities is to commence, unless such date is specified in the Table of Milestones,
- 4.2 **Compliance with Contract Requirements**. The Supplier shall manufacture the Adventure Facilities in accordance with the Construction Documents, the Applicable Standards, and otherwise in accordance with the Contract Documents. Unless otherwise specified in the Contract Documents, all materials incorporated into the Adventure Facilities shall be new. Materials which are not specified shall be of acceptable quality.
- 4.3 **Change Requests**. If, after the commencement of manufacture, the Buyer requests any changes or modifications to the conceptual design and/or engineering drawings, the manufacture of the Adventure Facilities shall be suspended until such time as the Parties can mutually agree in writing upon the appropriate course of action and cost. Upon reaching an agreement, the Supplier shall issue a revised Table of Milestones, which shall become a part of the Contract Documents.

V. DELIVERY

- 5.1 **Delivery Terms**. The Supplier shall, within the prescribed time, deliver the components of the Adventure Facilities to address listed below:

4360 Durham Landing Morristown, TN 37814

- 5.2 **Notification of Estimated Date of Delivery.** The Supplier shall notify the Buyer of the estimated date of delivery at least two (2) days before such date.
- 5.3 **Buyer's Obligation.** If the Parties so agree, the Buyer (or its designate) shall receive the Adventure Facilities supplied hereunder, failing which the Buyer shall be liable for the costs and expenses relating to such failure, including all storage charges.
- 5.4 **Passing of Risk.** The risk in the Adventure Facilities (including any components thereof) supplied by the Supplier to the Buyer shall pass upon satisfactory inspection and acceptance of fully installed equipment by the buyer, except that any/all applicable product and labor warranties shall remain in effect.

VI. INSTALLATION OF ADVENTURE FACILITIES

- 6.1 **Permits, Approvals, etc.** The Buyer shall obtain all permits, approvals and certificates, pay all necessary fees, and arrange all inspections which may be required to carry out the installation of the Adventure Facilities. The Buyer shall also obtain every occupancy and other permit that may be required from any governmental authority to permit the Buyer to open for business.
- 6.2 **Time for Completion of Installation.** The Adventure Facilities (including all related equipment) shall be installed by the Supplier within the prescribed time.
- 6.3 **Date of Arrival of Installation Personnel.** The Supplier shall notify the Buyer of the expected date of arrival of the installation personnel not later than five (5) days prior to their arrival.
- 6.4 **Access to Installation Site.** At all times during the carrying out of the Work, the Supplier shall have unrestricted access to the Installation Site, which shall be coordinated with the Buyer in conjunction with other construction activities at the site. Such access shall not be unreasonably delayed, limited, or withheld.
- 6.5 **Lifting Equipment and Scaffolding.** The Supplier shall provide, at its own expense, any and all hydraulic platforms, scissor lifts, cherry pickers and/or scaffolding required by the Supplier to complete the installation work and shall be responsible for adequate insurance covering damage or injury by said equipment and/or its operator(s) inflicted upon any person or premises.
- 6.6 **Buyer's Obligations.** The Buyer shall, at its expense, provide a sufficient number electrical outlets (220/110/V; 5 kW min.), washrooms and garbage facilities, and such other facilities at the Installation Site as may be reasonably required by the Supplier. The Buyer shall ensure that during the period of installation the Installation Site shall be free from (i) construction debris and (ii) contractors or sub-contractors whose work may interfere with the installation of Adventure Facilities. If the Installation Site fails to meet the above requirements, the Supplier shall not be liable for any delay occasioned by such failure. In addition, the Buyer shall be liable for all costs and expenses incurred by the Supplier as a result of the delay.
- 6.7 **Construction Waste Disposal.** The Buyer shall be responsible for the proper disposal of all solid wastes in accordance with the applicable statutory requirements.
- 6.8 **Site Conditions.** The Buyer accepts sole responsibility for the risk of all increased costs and expenses arising out of the physical conditions and characteristics of the Installation Site, which are determined to require mitigation prior to installation, including sub-surface conditions, latent conditions and other site conditions encountered during the carrying out of the

installation. The Supplier shall be entitled to such extension of time to complete the installation as may be reasonable in the particular circumstances, including an adjustment to the Contract Price resulting from actual increased cost incurred and related to such delay related to the site conditions.

- 6.9 **Delay Due to Inclement Weather.** The Supplier shall not be liable for any delay in completing the installation where such delay is due to inaccessibility to the site resulting from inclement weather conditions not normally prevailing in the particular season, including high winds, dense fog, extreme heat, or low wind chills.
- 6.10 **Inspection of Work.** The Buyer shall be entitled to inspect any aspect of Work at any time without causing impediment and delay to the Supplier and to require remedial actions. Any such inspection shall not reduce or otherwise affect the Supplier's obligations hereunder, and the Buyer shall have the right to conduct further inspections after the Supplier has carried out its remedial actions.
- 6.11 **Obligatory Quarantine.** In case the installation personnel are obliged to undergo mandatory quarantine or similar restriction that prevents the start of the installation works upon arrival in the country where the installation of Adventure Facilities is to be performed, all associated costs, shall be borne by the Buyer.

VII. PRACTICAL COMPLETION AND APPROVAL OF WORK

- 7.1. **Inspection of Adventure Facilities Prior to Practical Completion.** The Supplier shall notify the Buyer in writing of the anticipated date of Practical Completion not later than three (3) business days prior to such date. Upon receipt of the notification, the Buyer shall conduct an inspection of the Adventure Facilities (and all related equipment) and not later than the anticipated date of Practical Completion shall request remedial actions.
- 7.2. **Certificate of Practical Completion. Acceptance of Work.** When in the opinion of the Supplier the Work has reached Practical Completion, the Supplier shall issue a certificate of practical completion (“Certificate of Practical Completion”) and provide the same to the Buyer who shall review the certificate and indicate on it whether it accepts the Work, rejects the Work or accepts the Work subject to rectification of any defects and deficiencies. If accepting subject to rectification of defects and deficiencies, the Buyer shall indicate on the certificate or by way of attachment to it all defects and deficiencies in the Work other than latent defects. The Buyer shall countersign the Certificate of Practical Completion and return it to the Supplier within three (3) business days of the date of proposed Practical Completion.
- 7.3. **Deemed Acceptance of Work.** If the Buyer fails to indicate on the Certificate of Practical Completion whether it accepts or rejects the Work, or to countersign and return the said certificate to the Supplier within the specified time, the Buyer shall be deemed to have accepted the Work without reservation. Nothing in this section limits the Supplier’s liability for latent defects.
- 7.4. **Rectification of Deficiencies.** If the Buyer has accepted the Work subject to rectification of defects and deficiencies, the Parties shall establish a reasonable date for completing the necessary remedial work and upon its completion, the Supplier shall issue a certificate of rectification and provide the same to the Buyer who shall indicate on it whether it accepts or rejects the remedial work. The Buyer shall countersign the certificate of rectification and return it to the Supplier within three (3) business days of the date of the proposed rectification completion. If the Buyer fails to indicate whether it accepts the remedial work or to countersign

and return the certificate of rectification within the specified time, the Buyer shall be deemed to have accepted the remedial work without reservation.

- 7.5. **Operating Manuals.** Unless the Parties have otherwise agreed in writing, on or shortly after the Date of Practical Completion, the Supplier shall provide the Buyer with all necessary operating and/or maintenance instructions and manuals for the Adventure Facilities and its related equipment.

VIII. **REPRESENTATIONS AND WARRANTIES**

- 8.1 **No Reliance on Representations.** Each Party acknowledges that it has not been induced to enter into this Agreement by any representation, warranty or undertaking not expressly incorporated herein.
- 8.2 **Limited Warranty.** Subject to the limitations contained in the Limited Warranty attached hereto as Schedule E, the Supplier warrants to the Buyer that the Adventure Facilities supplied hereunder will be free from defects in materials and workmanship for a period of twelve (12) months from the date of Practical Completion (the “Warranty Period”). The Supplier shall promptly and at its own expense remedy any defect or deficiency in the Adventure Facilities provided that it has been notified of such defect or deficiency within the said 12-month period. Upon remedying any defect, the Supplier shall issue a certificate to the Buyer confirming the rectification. The Buyer shall immediately countersign the certificate indicating acceptance or otherwise of the remedial work (including any parts and products supplied) and shall return it to the Supplier, failing which the remedial work shall be deemed to have been accepted by the Buyer.

IX. **DEFAULT AND REMEDIES**

- 9.1 **Default by Buyer.** The following shall constitute acts of default by the Buyer under this Agreement (other than in circumstances beyond the Buyer’s control) :
- (a) the Buyer wrongfully rejects the Work provided under this Agreement or revokes any prior acceptance of the Work;
 - (b) the Buyer defaults in the payment of any amount owed to the Supplier, whether in respect of the Contract Price or any other cost or charge payable under this Agreement, and remains in default for a period of 15 (fifteen) Business Days of receipt of a notice to cure from the Supplier;
 - (c) the Buyer otherwise fails to observe or perform any material obligation under this Agreement within 15 (fifteen) Business Days after receipt of a notice to cure from the Supplier;
 - (d) the Buyer is adjudged bankrupt or becomes insolvent or overindebted, or a petition in bankruptcy is filed against the Buyer or where the Buyer files an assignment in bankruptcy or where any proceedings are instituted in any jurisdiction in respect of the alleged insolvency, over indebtedness or bankruptcy of the Buyer.
- 9.2 **Supplier’s Remedies.** If the Buyer defaults under this Agreement, the Supplier may exercise one or more of the following rights:

- (a) suspend the provision of the Design Services;
 - (b) intercept the Adventure Facilities in the course of shipment to the Buyer and demand and receive the Adventure Facilities;
 - (c) withhold delivery and/or installation of the Adventure Facilities if not yet delivered or installed;
 - (d) take possession of and remove the Adventure Facilities from the Buyer's premises or elsewhere without demand or notice;
 - (e) sell or otherwise dispose of the Adventure Facilities for such price and upon such terms and conditions as the Supplier may consider reasonable, and the Buyer shall be liable to the Supplier for any deficiency between the proceeds realized on that sale or disposition and the Contract Price payable by the Buyer under this Agreement;
 - (f) accelerate its right to receive payment of the full unpaid balance of the Contract Price and all interest accrued or accruing due during the term of that interest period, if any; and
 - (g) terminate this Agreement;
 - (h) recover all damages arising from the Buyer's default;
 - (i) recover all collection and legal costs on a full indemnity basis from the Buyer.
- 9.3 **Default by Supplier.** If the Supplier materially breaches this Agreement (other than in circumstances beyond the Supplier's control) and such breach remains uncured for fifteen (15) Business Days following written notice of breach by the Buyer, the Buyer may:
- (a) terminate this Agreement with immediate effect by giving written notice to the Supplier. In such case, subject to the limitations contained in section 9.4 below, the Buyer may recover from the Supplier any costs incurred by the Buyer in obtaining substitute goods and/or services from a third party; or
 - (b) claim or deduct 0.05% of the Price of each Adventure Facility as specified in Schedule A of this Agreement for each day of delay in completion of the Work for the specific Adventure Facility by way of liquidated damages, up to a maximum of 5% of the Price of the latter; or
 - (c) pursue any other method of recourse available under the law.
- 9.4 **Limitation of Liability.** The Supplier shall not be liable under this Agreement if the Work does not comply with statutory requirements to the extent that such non-compliance results from the Supplier having carried out the Work in accordance with the Contract Documents or any written instruction of the Buyer. In no event shall the liability of the Supplier under this Agreement exceed the amount paid by the Buyer hereunder.
- 9.5 **Consequences of Failure to Pay When Due.** Notwithstanding anything to the contrary contained herein, if the Buyer fails to make payments as they become due under the terms of this Agreement, the time for completion of Work shall be extended by the period(s) of time during which the Buyer is in default.
- 9.6 **Remedies Not Exclusive.** Except as expressly provided otherwise, the remedies available hereunder shall be in addition to and not a limitation of the remedies otherwise available by law.
- 9.7 **Force Majeure.** If the Supplier is delayed in the performance of the Agreement by labor disputes, strikes, lock-outs, fire, unusual delay by common carriers, abnormally adverse

weather conditions or any cause beyond the Supplier's reasonable control other than one resulting from a default or breach of the Agreement by the Supplier, then the time for performance of the Agreement shall be extended for such reasonable time as agreed between the Parties. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the Supplier agrees to a shorter extension. The Supplier shall not be entitled to payment for costs incurred by such delay unless such delay results from actions of the Buyer, or any of its employees, agents or contractors. No extension shall be made for delay unless the Supplier notifies the Buyer of the cause of delay within than 10 Business Days after the commencement of the delay.

X. OTHER PROVISIONS

- 10.1 **Passing of Title.** Title to the Adventure Facilities (and all related equipment) shall not pass to the Buyer until the Supplier has received payments in full of all amounts due under this Agreement.
- 10.2 **Intellectual Property Rights.** All Intellectual Property Rights, including but not limited to all copyright in the design (including computer generated designs), drawings (including, but not limited to, plans, sketches, graphic representations, and specifications) and electronic media (collectively, the “Drawings”), prepared by or on behalf of the Supplier belongs to the Supplier. The Buyer may retain copies, including reproducible copies, of Drawings for information and reference in connection with the Buyer’s use of the Adventure Facilities and its related equipment. For avoidance of doubt, the Supplier shall be entitled to retain, modify, use or provide to third parties other than in connection with this Agreement all original designs, models or renderings commissioned and/or paid for by the Buyer, without informing the Buyer and without the Buyer’s consent.
- 10.3 **Removal of Logos.** The Buyer shall not remove, deface, or obliterate, in whole or in part, any identifying trademark or logo on the Adventure Facilities (or any related equipment) supplied under the Agreement without the Supplier’s prior written consent. Such identifying trademark or logo shall not take up more than 5% of the visible surface area.
- 10.4 **Pictures and Videos.** During the carrying out of the Work or any remedial work, the Supplier may take pictures and/or videos of the Adventure Facilities, including the premises upon which it is located. Such pictures and videos shall become property of the Supplier. For avoidance of doubt, the Supplier shall be entitled to use such pictures or videos for any purpose without the consent of the Buyer.
- 10.5 **Confidentiality.** Unless otherwise agreed to in writing by the Parties or required by law, the Parties (including their employees, agents, and subcontractors) shall keep confidential all matters respecting technical and commercial issues relating to or arising from the performance of this Agreement and shall not, without the prior written consent of the other Party, disclose any such matters, except in strict confidence, to their respective professional advisors or financiers (who shall agree not to disclose the same).
- 10.6 **Assignment by Buyer.** Neither the Buyer nor the Supplier shall assign or transfer or otherwise dispose of its rights and/or obligations under this Agreement without the prior written consent of the other party.
- 10.7 **Notices.** All notices relating to this Agreement shall be in writing and shall be addressed to the recipient at the address set out below:

If to the Supplier:

Attention: Ivaylo Sotirov

Address: 985 TX-121 Business, Ste. 619, Lewisville, TX 75057

Email: Ivaylo.Sotirov@walltopia.com

If to the Buyer:

Attention: Andrew Ellard

Address: 100 West First North Street, Morristown, TN 37814

Tel.: 423-585-4614

Email: aellard@mymorristown.com


Date of Receipt. All notices shall be delivered by hand, by courier, by email or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A notice delivered by one Party shall be deemed to have been received by the other Party on the date of delivery if delivered by hand or courier, email, provided that if such day is not a Business Day, then the notice shall be deemed to have been received on the Business Day next following such day.

- 10.8 **Change of Address for Correspondence.** An address for a Party may be changed by delivering a written notice to the other Party in accordance with the provisions of the preceding section.
- 10.9 **Waivers.** No action or failure to act by the Supplier or the Buyer shall constitute a waiver of any right or duty afforded to either Party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing.
- 10.10 **Effect of Partial Invalidity.** If at any time any one or more of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 10.11 **Governing Law.** This Agreement shall be governed by the laws of the Tennessee, without reference to its conflict of laws provisions.
- 10.12 **Venue and Jurisdiction.** The Parties agree that the State of Tennessee courts shall have exclusive jurisdiction for the purpose of hearing and determining any suit, action or proceedings and/or to settle any disputes arising out of or in any way relating to this Agreement or its formation or validity.
- 10.13 **Entire Agreement.** This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, including bidding documents that are not expressly incorporated herein, and shall not be varied otherwise than by an instrument of even date herewith or subsequent hereto executed by or on behalf of the Parties.
- 10.14 **Counterparts.** This Agreement may be executed in any number of counterparts, and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF each of the Parties hereto has signed this Agreement as of the date first written above.

WALLTOPIA ADVENTURE USA, LLC:

BUYER:

By:  _____

By: _____

Name: 
Title: CEO

Name:
Title:

SCHEDULE A STATEMENT OF REQUIREMENTS

Quote Number	3641	<div>WALLTOPIA</div>			
Issued on:	04/30/2021				
Valid until:	06/30/2021				
Sales Person:	Ivaylo Sotirov				
Client:	Morisstown Play Climb System				
Design and Engineering		Quantit	Unit Price	Total Price in Euro	Total Price in USD
3D Design		2%		€ 3,819	\$4,278
Engineering		4%		€ 8,911	\$9,981
Subtotal:				€ 12,731	\$14,258
Fun Walls		Quantit	Unit Price	Total Price in Euro	Total Price in USD
SS Sky Scraper Walk 7m		1	€ 12,650	€ 12,650	\$14,168
SS Woodstack 7m		1	€ 16,670	€ 16,670	\$18,670
Circuit board 7m		1	€ 13,220	€ 13,220	\$14,806
SS The Labyrinth 7m		1	€ 8,100	€ 8,100	\$9,072
SS The Gear Head 7m		1	€ 8,100	€ 8,100	\$9,072
SS Light the way 7m		1	€ 12,700	€ 12,700	\$14,224
Speed Wall 7m		1	€ 21,000	€ 21,000	\$23,520
Volcano PLW 7m		1	€ 11,500	€ 11,500	\$12,880
SS Soccer Ball		1	€ 8,200	€ 8,200	\$9,184
Molecules 7m		1	€ 7,000	€ 7,000	\$7,840
Spider Web 7m		1	€ 4,800	€ 4,800	\$5,376
SS The Chimney 3in1 7m		1	€ 22,310	€ 22,310	\$24,987
Puzzle 7m (part of The Chimney)		1	€ 0	€ 0	\$0
Tetris 7m (part of The Chimney)		1	€ 0	€ 0	\$0
Geometrix 7m		1	€ 6,250	€ 6,250	\$7,000
Basic Walls Assembly per Auto Belay		21	€ 1,100	€ 23,100	\$25,872
Side Panels Standard		29	€ 100	€ 2,900	\$3,248
Additional steel		1,400	€ 6	€ 8,050	\$9,016
Subtotal:				€ 186,550	\$208,936
Safety Equipment		Quantit	Unit Price	Total Price in Euro	Total Price in USD
Perfect Descent Autobelay Device 8.5m		21	€ 2,100	€ 44,100	\$49,392
Vinyl gate for autobelay		21	€ 135	€ 2,835	\$3,175
Helmets - Kids		4	€ 55	€ 220	\$246
Helmets - Adults		4	€ 55	€ 220	\$246
Kids full body harness		20	€ 65	€ 1,300	\$1,456
Adults full body harness		20	€ 90	€ 1,800	\$2,016
Subtotal:				€ 50,475	\$56,532
Flooring		Quantit	Unit Price	Total Price in Euro	Total Price in USD
Carpet bond 35mm		120	€ 75	€ 9,000	\$10,080
Subtotal:				€ 9,000	\$10,080
Optional		Quantit	Unit Price	Total Price in Euro	Total Price in USD
Self belay set		21	€ 409	€ 8,589	\$9,620
Subtotal:				€ 8,589	\$9,620
Logistic		Quantit	Unit Price	Total Price in Euro	Total Price in USD
Transportation of the materials		3	€ 12,000	€ 36,000	\$40,320
Transportation and Accommodation of Technicians		1	€ 15,800	€ 15,800	\$17,696
Custon fees and duties				€ 7,979	\$8,936
Areal Lifts for Installation and Garbage cleaning		1	€ 7,000	€ 7,000	\$7,840
Subtotal:				€ 66,779	\$74,792
Grand Total				€ 334,123	\$374,218
Discount			5%	-€ 16,706	-\$18,711
Grand Total After Discount				€ 317,417	\$355,507

SCHEDULE B

CERTAIN DEFINITIONS

“Adventure Facilities” means the adventure products to be supplied under this Agreement and detailed in Schedule A of this Agreement. Adventure Facilities may be one or more of the following: Fun Walls, Ropes Course, Adventure Trail, Climbing Wall, Cloud Climb, Cave, Ninja Course, or other as specified in Schedule A below.

“Business Day” means any day other than a Saturday, Sunday, statutory holiday that is observed in the Republic of Bulgaria.

“Construction Documents” means the drawings, specifications, and other documents prepared by or on behalf of the Supplier and, if applicable, approved in writing by the Buyer.

“Contract Price” means the total amount payable by the Buyer to the Supplier under this Agreement.

“Design Services” means the conceptual design and engineering services to be provided by the Supplier under this Agreement.

“Deliverables” means the deliverables identified on the Table of Milestones._

“Limited Warranty” means the limited warranty set forth in Schedule E.

“Payment Plan” means the plan for payment of the Contract Price as set out in Schedule C.

“Practical Completion” means the stage when the Work have been completed in accordance with this Agreement, either —

- i. without any omissions or defects; or
- ii. apart from minor omissions or minor defects which will not (and the rectification of which will not) prevent or impair the normal use of the Adventure Facilities supplied hereunder.

“Installation Site” means the place or places where the Adventure Facilities are to be installed.

“prescribed time” means the time for completion of the relevant milestone specified in the Table of Milestones (as extended in accordance with this Agreement), or if such time is not specified therein, the time reasonably required to complete the relevant milestone.

“Table of Milestones” means the table of milestones describing the progress of the Work, including the time for completion of the Deliverables described therein.

“Work” means the labor, materials, equipment, Design Services, installation, and other services to be provided by the Supplier under this Agreement.

SCHEDULE C
PAYMENT PLAN

Set out the relevant details.

The Contract Price shall be paid as follows:

- (a) the first installment 50% of the Contract price in the amount of \$177,754 shall be due and payable within 2 days from the signing of this Agreement.
- (b) the second installment 45% of the Contract price in the amount of \$159,978 shall be due and payable 5 days prior to the scheduled shipment of the adventure facilities.
- .(c) the third / final installment 5% of the Contract price in the amount of \$17,775 shall be due and payable on the date of Practical Completion or acceptance (or deemed acceptance) of the Work.

SCHEDULE D

TABLE OF MILESTONES

TABLE OF MILESTONES					
Project	Morristown Pay Climb System				
Today's Date:	4/19/2022				
Start Date:	4/26/2022				
Finish Date	10/16/2022				

ACTIVITY	LEAD	START	END	DURATION	Working Days
Signing of Manufacture Contract and Processing of 1st installment	Buyer	5/3/2022	5/10/2022	7	6
Developing the 2D concept design	Walltopia	5/3/2022	5/10/2022	7	6
Approval of 2D concept design	Buyer	5/12/2022	5/15/2022	3	2
Developing the 3D detailed design	Walltopia	5/17/2022	5/24/2022	7	6
Approval of 3D detailed design	Buyer	5/26/2022	5/29/2022	3	2
Engineering	Walltopia	5/31/2022	6/22/2022	22	17
Production	Walltopia	6/24/2022	7/24/2022	30	21
Transportation of the materials	Walltopia	7/26/2022	9/14/2022	50	37
Installation (day time)	Walltopia	9/16/2022	10/16/2022	30	21

* The Start and End dates shown above are illustrative and the Duration (days) overrules the dates

* If there is a delay of approving the design and loads by the customer, this time table and duration are no longer applicable.

* The Final Timetable is to be approved before starting the engineering

* The Start and End of outdoor activities installation depends on appropriate weather conditions

SCHEDULE E LIMITED WARRANTY

LIMITED WARRANTY

PLEASE READ THIS WARRANTY CAREFULLY

Unless otherwise provided herein, WALLTOPIA ADVENTURE USA, LLC (the “**Supplier**”) warrants to the original purchaser (“**Buyer**”) that the Active Entertainment Products (each referred to as the “**Product**”) will be free from defects in materials and workmanship for a period of 1 (one) year from the date of Practical Completion (as defined in the Agreement) (the “**Warranty Period**”). No warranties apply after that period. After the **Warranty Period** expires, the **Buyer** must pay for all parts, shipping costs, labor, travel and accommodation, and service charges.

If, within the specified **Warranty Period**, the **Product** shall be reasonably proven to be defective, the **Supplier** will, at its option, repair or replace the **Product** (or a defective part thereof) without charge to the **Buyer** other than the transportation costs for the repaired or replaced Products or parts, which shall be covered by the **Buyer**. To the extent permitted by applicable law, such repair or replacement shall be the Buyer’s exclusive remedy under this Limited Warranty. The **Supplier** may, in its sole discretion, replace the defective **Product** with the same or a functionally equivalent product. Refurbished parts or materials may be used. Repaired, replacement or refurbished parts will be warranted for the remainder of the original **Warranty Period**.

The above warranty given by the **Supplier** is subject to the following conditions and limitations:

- A. This Limited Warranty does not extend to any **Product** that has been damaged or rendered defective:
 - (i) As a result of normal wear and tear;
 - (ii) By the use of parts not manufactured or supplied by the **Supplier**;
 - (iii) By modification of the **Product**;
 - (iv) As a result of service rendered by anyone other than the **Supplier** or its authorized service provider;
 - (v) As a result of the **Product** being operated and/or maintained otherwise than in accordance with the **Supplier**’s operating manual and/or instructions;
 - (vi) As a result of accident, misuse, willful damage, abuse, improper or inadequate maintenance;
 - (vii) As a result of occurrences and conditions in the premises or environment where the Products are installed and used, such as, but not limited to, power surge, poor electrical ground, excessive static discharges, water leakage or flood, building collapse, pests;
 - (viii) As a result of collision, fire, theft, freezing, vandalism, riot war or act of war, explosion, lightning, earthquake, windstorm, hail or water, and or/damage from water exposure and/or damage from pollution or other acts of God.
- B. This Limited Warranty does not apply to:
 - 1. Consumable items. (Please refer to the **Supplier**’s Consumable Catalog available on Supplier’s official website).

2. Cosmetic damage to the **Product**, including but not limited to:
 - i) panel/board scratches, dirt and/or general fading;
 - ii) minor damage to any fiberglass/plywood/plastic panel components, including, but not limited to, surface scratches, chipped paint, dents, marring, fading or delaminating of less than 5% of the surface of any panel forming part of the **Product**;
 - iii) minor damage to the supporting structure, including, but not limited to, surface scratches, chipped paint, dents, marring, minor rust or fading;
 - iv) cracks in the timber poles (columns) not exceeding 5mm in width and 100cm in length;
3. Damage to the **Product** as a result of improper use or installation by any person other than the **Supplier** or any of its employees and agents (;
4. Abrasions caused by failure to use, protect or maintain the **Product** properly;
5. Scratches and kinks on the vinyl covers, flooring or other vinyl components;
6. Wear on the textile and combination ropes;
7. Damage to the **Product** as a result of exposure to variations in ambient environmental conditions (including, for example, changes in heat, humidity, or moisture, including water saturation);
8. Malfunctioning of the electronic components or systems due to electric shock or other electrical problems;
9. Malfunctioning of the **Product** after repair by unauthorized persons;
10. Minor oil leaks (i.e. one drop of oil every 15 min.);
11. Battery defects, if such defects are due to inadequate maintenance or use (ex. overcharging).

- C. This Limited Warranty further does not apply to any **Products** manufactured by third parties and supplied by **Supplier** under this Agreement. Such products are covered by the original manufacturer's warranties. The Supplier will pass through to the Buyer all original manufacturer's warranties that have been provided to the Supplier by the respective original manufacturers.

All claims under this Limited Warranty must be submitted to the **Supplier** or its authorized agent in accordance with the **Supplier's** current Claims Policies posted on the **Supplier's** official website or otherwise communicated to the Buyer in writing.

To keep this Limited Warranty valid for more than 1 (one) year, the **Buyer** must arrange for an annual inspection and maintenance of the **Product** to be performed, as required by the **Supplier** under the respective **Product's** operating manual and/or instructions. For any Limited Warranty valid for more than 1 (one) year, the required annual inspection and maintenance shall be either: 1) performed by the **Supplier** (subject to a separate agreement) or 2) when performed by a third party other than the Supplier, written evidence of the inspection shall be provided to and accepted by the **Supplier**.

The **Supplier** may by written notice to the Buyer terminate this Limited Warranty if the **Buyer** fails to pay an amount due to the **Supplier** under the Agreement within the reasonable cure period specified in the Supplier's notice.

No reseller, agent, or employee of the **Supplier** is authorized to make any modification, extension,

or addition to this Limited Warranty.

To the maximum extent permitted by applicable law, the foregoing warranties and remedies are exclusive and are in lieu of all other warranties, representations, and conditions of any kind, express or implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose and/or any implied warranty or condition of non-infringement.

This Limited Warranty is not transferrable without the prior written consent of the **Supplier**.

IN NO EVENT SHALL THE LIABILITY OF THE **SUPPLIER** OR ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH A PRODUCT EXCEED THE AMOUNT PAID BY **BUYER** FOR THE PRODUCT.



PROPOSAL

1559 North Tennessee Route 81 Jonesborough, TN 37659 · Ph: 423-609-2210· Email: dcornwell@alloygroup.com

PROPOSAL SUBMITTED TO:	CUST. PHONE	DATE
Mark Johns	423-327-2203	4/18/2022
COMPANY	JOB NAME	
City of Morristown	1017 East 1st North Street (Units 6, 8, and Unit next to 8)	
Email:	JOB LOCATION	
mjohns@mymorristown.com	Morristown, TN 37814	
CITY, STATE, AND ZIP CODE	EHG JOB NO.	
Morristown, TN	3500136	

We hereby submit specifications and estimates for:

1. Perform asbestos abatement of materials identified in the Limitd Asbestos Inspection dated 4-18-2022
Approximately 253 SF of floor tile and mastic from Unit 8 in the kitchen.
Approximately 210 SF of mastic and pieces of floor tile under the walls in the downstairs unit beside Unit 8.
Approximately 175 SF of 12-inch black floor tile and mastic under wood flooring in Unit 6.
2. Work is to be performed per TN, EPA and OSHA rules and regulations.
3. We utilized quantities as indicated within the inspection report.
4. We have assumed the following:
 - A. Power can still be obtained at the site. If not additional fees to be charged.
 - B. Water can be obtained on site. If not additional fees to be charged.
 - C. Our pricing excludes third party air monitoring or PCM final air clearance.
5. Asbestos containing materials located within in-accessible locations shall be charged in addition to this work.
6. Removal of all furniture and miscellenous debris as well as disposal of such debris, prior to our start of work.
7. Our pricing include permit fees as required for asbestos removal activities as required by the applicable authorities.
8. Pricing includes the following insurance coverage:
 - A. 10 Million General Liability & Environmental Polution Umbrella
 - B. 1 Million Workmens Comp
 - C. 1 Million Automobile

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Five Thousand _____ Dollars (\$ 5,000.00)

Payment to be made as follows: Net 30

This price is based on 1 mobilization and work schedule 10-hours per day Monday - Thursday day shift.

Exclusions

Work on nights, holidays, or weekends.

In the event payments are not made as outlined herein, the undersigned agrees to pay all costs of collection and attorney's fees incurred by Environmental Holdings Group, LLC. DBA (Alloy)
All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Owner agrees to supply Environmental Holdings Group, LLC DBA (Alloy) with 110 volt power and water to complete the cleaning process.

Authorized Signature

Donna Cornwell

Name: Donna J. Cornwell
Title: Project Manager

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: 4/18/22

Name:

Signature:

ANTHONY W. COX
A.W. Cox



Morristown City Council Agenda Item Summary

Date: May 3, 2022

Agenda Item:

Prepared By: Larry Clark

Subject: Approval of increase of Air Conditioner

Background/History: Council approved replacement of HVAC unit for the Parks and Recreation Administration Building at the April 19 meeting. Amount was \$17,226.00.

Findings/Current Activity: When ordered was placed there were not any units available until approximately 1 year. Other brand units are available now with the lowest being an increase of \$700. This is an American Standard.

Financial Impact: Funds budgeted Park & Rec.

Action options/Recommendations: Approval of increase of \$700

Attachment: