

**AGENDA  
CITY OF MORRISTOWN, TENNESSEE  
CITY COUNCIL MEETING  
JANUARY 5, 2016 – 5:00 P.M.**

**1. CALL TO ORDER**

Mayor Gary Chesney

**2. INVOCATION**

John Freitag, Senior Chaplain, Morristown Police Department

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

**5. APPROVAL OF MINUTES**

1. December 15, 2015

**6. PROCLAMATIONS/PRESENTATIONS**

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

**8. OLD BUSINESS**

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

**9. NEW BUSINESS**

**9-a. Resolutions**

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

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

1. Bid/Contract for the LAMTPO Wayfinding Project to Rite-Lite Signs, Inc., in the amount of \$310,658.05.
2. Bid/Contract Crack Sealing Machine to Paving Maintenance Supply in the amount of \$49,387.29.
3. Bid/Contract External Storage Array for electronic media to SHI Corporation in the amount of \$10,622.

4. Bid/Contract Electrical Inspections Services between James Dearing Electrical Inspections, Inc. and the City of Morristown.
5. Change Order #1 (Final) to Summers-Taylor, Inc. for the Five Points Drainage Improvements project at Buffalo Trail; net decrease of this change order (\$3,745) bringing contact price from \$130,490 to \$126,745.
6. Extension of Strategic Services Agreement with SSC through end of current fiscal year, June 30, 2016; with an average budget of \$5,000 per month (not to exceed \$30,000).
7. Approval of Stormwater Management/BMP Facilities Maintenance Agreement between Helen Ross McNabb Center, Inc. and the City of Morristown.
8. Approval of Stormwater Management/BMP Facilities Maintenance Agreement between B.B. & J. Holdings (Masengill Springs) and the City of Morristown.

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

1. Mayor's appointment of the 2016 Finance Committee.
2. City Council appointment to the Civil Service Board to fill the remaining term of Doug McDonald; term expiring October 1, 2018.

**9-e. New Issues**

1. Fire Department hiring of three (3) entry-level fire fighters.

**10. CITY ADMINISTRATOR'S REPORT**

1. Report on Police Department Crime Mapping.

**11. COMMUNICATIONS/PETITIONS**

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

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

**13. ADJOURN**

**City Council Meeting/Holiday Schedule:**  
Regular City Council Meeting with Work Session

January 18, 2016	(Monday)	City Employee's Holiday Martin Luther King Day
January 19, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
January 19, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
February 2, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
February 16, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
February 16, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
March 1, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
March 15, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
March 15, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
March 25, 2016	(Friday)	City Employee's Holiday Good Friday
April 5, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
April 19, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
April 19, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session

**WORK SESSION AGENDA  
JANUARY 5, 2016  
5:00 p.m.**

**1. No Work Session**

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
DECEMBER 15, 2015**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, December 15, 2015, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis, Ken Smith and Tommy Pedigo.

Don Lamb, Chaplain, Morristown Fire Department led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Senter made a motion to approve the December 1, 2015 minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Mayor Chesney presented and read a proclamation to Junior Beta Club President Junior Garcia, proclaiming Wednesday, December 16, 2015, as Junior Garcia day in the City of Morristown.

Mayor Chesney acknowledged the 2015 Mayor's and Good Citizens of JA BizTown.

Councilmember Alvis made a motion to approve Resolution No. 17-15. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

**RESOLUTION NO. 17-15**

**A RESOLUTION OF THE CITY OF MORRISTOWN, DIRECTING  
PAYMENT OF ELECTRIC TAX EQUIVALENT.**

WHEREAS, Chapter 84, Public Acts of 1987, Tennessee Code Annotated, empowers the City Council to be paid revenues in lieu of taxes by the Morristown Utility Commission; and

WHEREAS, necessary data have been supplied by the Morristown Utility Commission and calculations of tax equivalents payable have been made in accordance with the provisions of Chapter 84, Public Acts of 1987 and other relevant contracts between the taxing jurisdictions;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Morristown, Tennessee that the Morristown Utility Commission is hereby directed to pay the following amount of tax equivalents to the respective taxing jurisdictions for the fiscal year beginning July 1, 2015 and ending June 30, 2016.

Jurisdiction	Amount	
City of Morristown	\$1,225,791.67	(77.5%)
Hamblen County	<u>\$ 355,874.01</u>	(22.5%)

Total In-Lieu Tax Payable \$1,581,666.68

Adopted this the 15<sup>th</sup> day of December, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR/RECORDER

Councilmember Bivens made a motion to approve Resolution No. 18-15. Councilmember Alvis seconded the motion and upon roll call, all voted "aye".

**RESOLUTION NO. 18-15**

**A RESOLUTION OF THE CITY OF MORRISTOWN, DIRECTING PAYMENT OF WASTEWATER TAX EQUIVALENT.**

BE IT RESOLVED by the Morristown Utility Commission that the Morristown Utility Commission hereby agrees to pay the following amount of wastewater tax equivalents to the City of Morristown for the fiscal year beginning July 1, 2015 and ending June 30, 2016:

Total In-Lieu Tax Payable \$506,900

Adopted this the 15<sup>th</sup> day of December, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR/RECORDER

Councilmember Pedigo made a motion to approve the Stormwater Management/BMP Facilities Maintenance Agreement between Wal-Mart Real Estate

Business Trust and the City of Morristown. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the agreement between Rembco Geotechnical Contractors, Inc. and the City of Morristown, Tennessee for sinkhole remediation grouting at 5725 Commerce Blvd. in the amount of \$191,055. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve change order #1 Tennessee Department of Transportation (TDOT) Supplemental Agreement and/or Request for Construction Change to Summers-Taylor, Inc., net decrease of this change order \$6,029.25, to close out the rehabilitation of Walters Drive from N. Economy Rd. to Cherokee Dr. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the purchase of property (near the Morristown Regional Airport) from Helen Ross McNabb Center in the amount of \$180,000. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the underground utility easement between the City of Morristown and Jefferson Cocke County Utility District (JCCUD) for gas line easement across City of Morristown, Tennessee, property in the East Tennessee Progress Center (ETPC). Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

City Administrator Cox briefed council on the license agreement between the City of Morristown, Tennessee and Petoskey Plastics, Inc.

Alan Hartman presented a Façade Program Update.

Mayor Chesney adjourned the December 15, 2015, City Council meeting at 5:39 p.m.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR

# City of Morristown

*Incorporated 1855*

Department of Community Development and Planning



# Memo

Date: March 27, 2015

To: Mr. Tony Cox, City Administrator

From: Alan Hartman, Development Director

A handwritten signature in black ink, appearing to read 'Alan Hartman', written over the printed name.

CC: Debra Stamey

**Subject: Request for City Council Action – Wayfinding Bid Award**

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We had two bids for the wayfinding project on December 17, 2016. Both are within the project budget. The next step is secure TDOT approval for the lowest bid.

The bids are:

Jarvis from Madison, TN = \$430,518.00

and Rite Lite from Concord, NC = \$310,658.05.

A request has been sent to TDOT asking for their concurrence to award the bid to Rite Lite.

Staff recommends that the City Council approve the bid award to Rite Lite pending approval from TDOT.





TDOT PIN #: 118903.00 DATE: 12/17/2015  
 FEDERAL PROJECT #: STP-M-9113(20)  
 STATE PROJECT #: 32LIMP1-046  
 DESCRIPTION: WAYFINDING SIGNS - MORRISTOWN, TENNESSEE  
 KHA PROJECT #: 118085000

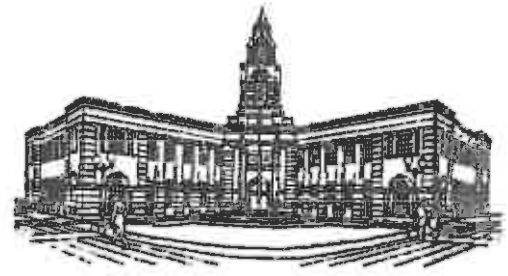
Footnote	Item No.	Item Description	Unit	Quantity	Kimley-Horn		Jarvis Signs		Rite Lite Signs	
					Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
1	201-01.03	CLEARING AND GRUBBING	ACRE	0.21	\$5,000.00	\$ 1,050.00	\$32,000.00	\$ 6,720.00	\$1,500.00	\$ 315.00
2	209-03.21	FILTER SOCK (12 INCH)	LF	450	\$10.00	\$ 4,500.00	\$11.50	\$ 5,175.00	\$9.10	\$ 4,095.00
2	209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	LF	450	\$5.00	\$ 2,250.00	\$6.50	\$ 2,925.00	\$5.50	\$ 2,475.00
2	209-09.01	SANDBAGS	EA	90	\$10.00	\$ 900.00	\$9.50	\$ 855.00	\$5.00	\$ 450.00
2	209-09.41	CURB INLET PROTECTION (TYPE 2)	EA	18	\$175.00	\$ 3,150.00	\$495.00	\$ 8,910.00	\$125.00	\$ 2,250.00
2	209-20.03	POLYETHYLENE SHEETING (6 MIL. MINIMUM)	SY	90	\$5.00	\$ 450.00	\$12.00	\$ 1,080.00	\$3.20	\$ 288.00
3	712-01	TRAFFIC CONTROL	LS	1	\$10,000.00	\$ 10,000.00	\$19,500.00	\$ 19,500.00	\$2,900.00	\$ 2,900.00
4	713-15.36	REMOVE SIGN, SUPPORT & FOOTING	EA	16	\$100.00	\$ 1,600.00	\$350.00	\$ 5,600.00	\$400.00	\$ 6,400.00
5	713-16.20	SIGNS (G1.1: GATEWAY SIGN)	EA	8	\$21,800.00	\$ 174,400.00	\$16,800.00	\$ 134,400.00	\$12,306.00	\$ 98,448.00
5	713-16.21	SIGNS (G3: GATEWAY SIGN)	EA	1	\$5,900.00	\$ 5,900.00	\$4,750.00	\$ 4,750.00	\$5,380.03	\$ 5,380.03
5	713-16.22	SIGNS (D1.1: SINGLE SIDED SIGN)	EA	29	\$7,200.00	\$ 208,800.00	\$5,250.00	\$ 152,250.00	\$5,380.03	\$ 156,020.87
5	713-16.23	SIGNS (D1.1A: SINGLE SIDED SIGN)	EA	5	\$4,600.00	\$ 23,000.00	\$4,681.00	\$ 23,405.00	\$5,380.03	\$ 26,900.15
6	717-01	MOBILIZATION	LS	1	\$10,000.00	\$ 10,000.00	\$45,488.00	\$ 45,488.00	\$3,000.00	\$ 3,000.00
2,7	801-01	SEEDING (WITH MULCH)	UNIT	1	\$300.00	\$ 300.00	\$17,750.00	\$ 17,750.00	\$200.00	\$ 200.00
2	805-12.02	EROSION CONTROL BLANKET (TYPE II)	SY	90	\$5.00	\$ 450.00	\$19.00	\$ 1,710.00	\$3.90	\$ 351.00
<b>SUBTOTAL</b>					\$	446,800	\$	430,518.00	\$	309,473.05
					10% Contingency Allowance	\$	44,680			
					CEI Estimate	TBD				
					<b>TOTAL OPINION OF PROBABLE COST</b>		\$	491,480		

- THIS ITEM NUMBER INCLUDES THE REMOVAL OF ANY DOWNED TREE LIMBS. FOR THIS ITEM 100 SF WILL BE INCLUDED FOR D1.1, D1.1A, AND G3 SIGNS, AND 625 SF WILL BE INCLUDED FOR G1.1 SIGNS
- REFER TO EROSION PREVENTION AND SEDIMENT CONTROL NOTES ON SHEET G-02. THESE PAY ITEMS SHALL ONLY BE USED WHERE INDICATED BY THE ENGINEER.
- THIS ITEM NUMBER SHALL INCLUDE ALL TRAFFIC CONTROL ACTIVITIES AND DEVICES THAT WILL BE REQUIRED THROUGHOUT THE LIFE OF THE PROJECT AS DESCRIBED ON THE SPECIAL NOTES ON SHEET G-01 AND AS DETERMINED BY THE ENGINEER.
- THIS ITEM SHALL INCLUDE THE COMPLETE REMOVAL AND/OR RELOCATION OF EXISTING SIGNS AS INDICATED ON THE PLAN SHEETS.
- THIS ITEM SHALL INCLUDE THE COMPLETE FABRICATION AND INSTALLATION OF SIGNAGE AS DESCRIBED IN SHEETS G-02, G-03, AND D-01 THROUGH D-08.
- THE MOBILIZATION ITEM NUMBER IS PROJECT INCLUSIVE AND IS NOT BROKEN DOWN INTO INDIVIDUAL SITES.

# City of Morristown

Incorporated 1855

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ANTHONY W. COX  
City Administrator

December 22, 2015

Mr. Eli Jones  
Tennessee Department of Transportation  
James K. Polk Building  
505 Deaderick Street, Suite 600  
Nashville, Tennessee 37243

Re: **LAMTPO Wayfinding in Morristown, Tennessee**  
KHA #: 118085000  
Federal Project #: STP-M-9113 (20)  
State Project #: 32LPLM-F3-047  
TDOT PIN: 118903.00

Dear Mr. Jones:

After review of the two submittals that were received for the above referenced project and in general accordance with Tennessee Department of Transportation (TDOT) policy number 355-02, the apparent lowest responsive bidder for the above referenced project is **Rite-Lite Signs, Inc.**

At this time, the City of Morristown wishes to request concurrence of this lowest responsive bidder from your department.

Attached with this letter you will find an electronic copy of the compilation of bids, the Construction Advertising and Award Checklist, and copies of all five bid advertisements.

If you have any further questions please feel free to contact me.

Sincerely,

Tony Cox  
City Administrator



## Morristown City Council Agenda Item Summary

**Date:** December 30, 2015

**Agenda Item:** Approval of Bid – Crack Sealing Machine

**Prepared by:** Joey Barnard

**Subject:** Crack Sealing Machine

**Background/History:** One of the more challenging areas of service for Public Works is preventative maintenance on streets in order to extend the streets useful life. One means of preventative maintenance to extend the useful life of our streets is the use of a sealant on the streets that show signs of deterioration. This prevents water from penetrating into the asphalt and causing additional damage to the street. In order to better address the issue, Public Works is in need of a crack sealing machine. This machine will be towed behind a truck with a mechanism that allows sealant to be applied to the deteriorated surface.

**Findings/Current Activity:** The bid was advertised in the *Citizen Tribune* on December 3, 2015 and on December 10, 2015. Additionally, the bid was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was 2:00 PM on Monday, December 28, 2015. We received two (2) responses.

**Financial Impact:** Funds totaling \$55,000 have been appropriated for a crack sealing machine. Paving Maintenance Supply submitted the lowest and best bid meeting all specifications and available options desired for effective operation of the machine in the amount of \$49,387.29. The desired options are identified on the bid tabulation.

**Action options/Recommendations:** It is staffs' recommendation to accept the best and lowest bid submitted by Paving Maintenance Supply as detailed above and summarized in the bid tabulation included herein.

**Attachments:** Bid Tabulation.

City of Morristown  
 Crack Sealing Machine Bid  
 Monday, December 28, 2015 2:00 p.m.

Bidder	CMI Equipment	Paving Maintenance Supply
<b>Specification Compliance</b>	Does NOT Fully Comply	Fully Complies
<b>Unit Description</b>	Cimline Magma 150DHC	Crafco SuperShot 125DC w/ 70DFM
<b>Total Unit Price</b>	\$ 51,444.00	\$ 45,383.00
<b>Total Price with Selected Options</b>	\$ 58,844.00	\$ 49,387.29
<b>Options</b>		
3" Pintle Hitch	Included	\$ 122.80
Sealant Tip Adapter	40.00	\$ 35.00
V-Shaped Squeegee	50.00	\$ 35.00
3" Applicator Disk	2.5" Included	\$ 85.00
1/2" Round Sealing Tip	Included	\$ 15.25
Extra Electric Hose	3,153.00	\$ 1,844.00
Hot Air Lance	4,000.00	\$ 2,184.00
Extra Hydraulic Filter	30.00	\$ 35.55
Auto Loader	14,000.00	\$ 9,100.00
Must Mounted Strobe Light	575.00	\$ 287.00
Tool Box	250.00	\$ 80.64
Overnight Heater	775.00	\$ 302.40
39" Hitch Extension	850.00	\$ 638.40
Engine Cover	1,750.00	\$ 1,100.00

\* options included in price



## Morristown City Council Agenda Item Summary

**Date:** December 30, 2015

**Agenda Item:** Approval of Bid – External Storage Array

**Prepared by:** Larry Clark

**Subject:** External Storage Array

**Background/History:** The storage of data has become more and more essential as city personnel perform their duties. This data is comprised of documents, financial and video/photo. The hardware we have on site is at a point that there is a concern of the reliability and capability of storing more data.

**Findings/Current Activity:** The bid was advertised in the *Citizen Tribune* on December 3, 2015 and on December 10, 2015. Additionally, the bid was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was 1:00 PM on Friday, December 21, 2015. We received two (2) responses.

**Financial Impact:** Funds have been budgeted in I.T. We received two bids with SHI Corporation being the lowest responsible bidder. SHI complied with the specifications with one exception that was better than required and totaled \$10,622.00 (with 4 year warranty).

**Action options/Recommendations:** It is staffs' recommendation to accept the best and lowest bid submitted by SHI Corporation as detailed above.

**Attachments:** Bid Tabulation.

City of Morristown  
 External Storage Array Bid Tabulation  
 Monday, December 21, 2015 1:00 p.m.

Item	Quantity	Unit	Unit Price	Total Price	Item	Quantity	Unit	Unit Price	Total Price	Item	Quantity	Unit	Unit Price	Total Price	Item	Quantity	Unit	Unit Price	Total Price																
IT Decision			\$ 769.37	\$ 769.37	Private Enterprise			\$ 2,884.25	\$ 2,884.25	Medical Social Work			\$ 6,544.02	\$ 6,544.02	IT			\$ 39,377.65	\$ 39,377.65	IT				\$ 1,241.78	\$ 1,241.78	IT			\$ 1,568.72	\$ 1,568.72	IT			\$ 311,207.43	\$ 311,207.43
SHI International Corp			\$ 800.00	\$ 800.00				\$ 2,160.00	\$ 2,160.00				\$ 5,700.00	\$ 5,700.00				\$ 3,661.00	\$ 3,661.00				\$ 1,952.00	\$ 1,952.00				\$ 2,440.00	\$ 2,440.00				\$ 10,627.00	\$ 10,627.00	

## ELECTRICAL INSPECTIONS SERVICES CONTRACT CITY OF MORRISTOWN

THIS CONTRACT dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is made by and between

James Dearing Electrical Inspections, Inc. (the "Contractor"), and the City of Morristown, Tennessee (the "City").

### Section A: Scope of Services

- A.1. The Independent Electrical Inspector, acting through his or her professional corporation pursuant to State of Tennessee and the City of Morristown Codes and Laws, such being the Contractor, agrees to perform the following services:
- A.2. The Independent Electrical Inspector, acting through his or her professional corporation pursuant to State of Tennessee and the City of Morristown, such corporation being the Contractor, shall conduct inspections of electrical installations, during the absence of the City of Morristown's electrical inspector, in accordance with all applicable statutes, rules and regulations of the State of Tennessee and the City of Morristown.

### Section B: Payment Terms and Conditions

- B.1. The payment rates in section B.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads and all other direct or indirect costs incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the City of Morristown. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the City of Morristown requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section B.3. The City of Morristown is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Independent Contractor during any period of this Contract.

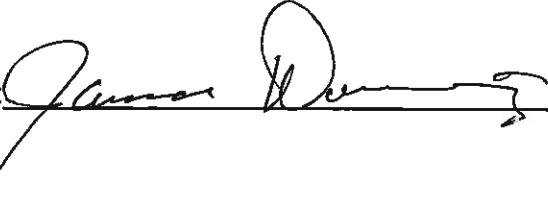
- B.2. Compensation Firm. The payment rates and the maximum liability of the City of Morristown under this Contract are firm for the duration of the Contract and are not subject to escalations of any reason unless amended.
- B.3. Payment Methodology. The Independent Contractor shall be compensated based on the payment rates herein for units of service authorized by the City of Morristown in a total amount not to exceed the Contract Maximum Liability established in Section B.1.:

- a. The Contractor shall be compensated based upon payment rates equal to the fee amounts detailed in the City of Morristown Municipal Code which is based on the Tennessee Code Annotated, §68-102-143, reduced by fifteen percent (15%) retained by the City of Morristown and held as expenses for the administration of the Electrical Inspections Program.
- B.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals or lodging.
- B.5. Payment Requirements. The completion of all of the following shall constitute an invoice by the Contractor and result in remuneration by the City of Morristown:
  - a. the Independent Electrical Inspector, acting through his or her professional corporation pursuant to Tennessee Code Annotated §48-101-601, such corporation being the Contractor has completed, signed and submitted to the City of Morristown a "Substitute W-9 Form" (bearing the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor);
  - b. the Contractor has submitted a copy of inspections made with an invoice;
  - c. the Independent Electrical Inspector, acting through his or her professional corporation pursuant to Tennessee Code Annotated, §48-101-601, such corporation being the Contractor has performed the inspections and submitted to the City of Morristown all required reports;
  - d. the City of Morristown has entered data relevant to the foregoing into its Electrical Inspection Permit System; and
  - e. the City of Morristown's Electrical Inspection Permit System has calculated the appropriate payment amount of the permit and the amount to be retained by the City of Morristown.
- B.6. Payment by the City of Morristown. Payment by the City of Morristown shall not prejudice the City's right to object to or question any matter in relation thereto. Such payment by the City shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts owed the Contractor.
- B.7. Reductions. Payment to the Contractor shall be subject to reduction for amounts included in any payment theretofore made which are determined by the City of Morristown, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- B.8. Deductions. The City of Morristown reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the City of Morristown any amounts, which are or shall become due and payable to the City of Morristown by the Contractor.
- B.9 Binding Effect. This Contract shall be binding upon the successors and assigns of the parties.



IN WITNESS WHEREOF, the parties have executed this contract as of the date first above written.

INDEPENDENT ELECTRICAL INSPECTOR

By:  \_\_\_\_\_

CITY OF MORRISTOWN

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

ATTEST

\_\_\_\_\_



# *Notice to Morristown Electrical Contractors*

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Effective July 1, 2006, Morristown electrical permit fees will increase to match the State of Tennessee Fee Schedule :

Service Size	Fee
0 thru 200 Amperes	\$27.00
201 thru 400 Amperes	\$40.00
401 thru 600 Amperes	\$50.00
601 thru 1000 Amperes	\$90.00
Rough-In Inspection	\$27.00
HVAC System Inspection	\$27.00
Re-Inspection/Rejection	\$27.00

For structures and services of more than 1000 Amperes :

Service Entrance Inspection	\$175.00
Rough- In Inspection	\$ 35.00
Partial Occupancy Inspection	\$ 75.00
Final Inspection	\$350.00

\*\*\*\*\*

**International Association of Electrical Inspectors**

This is to certify that

**James Leonard Dearing**

Has met the certification requirements as established by IAEI for

**Electrical Inspector, General**

Certification #: 7022132

Expires: 12/31/2017



CEO/Executive Director

**International Association of Electrical Inspectors**

This is to certify that

**James Leonard Dearing**

Has met the certification requirements as established by IAEI for

**Electrical Inspector, One and Two Family Dwelling**

Certification #: 7022132

Expires: 12/31/2017



CEO/Executive Director

**CHANGE ORDER**

No. 1 (Final)

DATE OF ISSUANCE 11-11-15 EFFECTIVE DATE \_\_\_\_\_

OWNER City of Morristown

CONTRACTOR Summers-Taylor, Inc.

Contract: MRC-308 Five Points Drainage Improve, emts

Project: SR343 at Buffalo Trail

OWNER's Contract No. \_\_\_\_\_ ENGINEER's Contract No. \_\_\_\_\_

ENGINEER Lamar Dunn & Associates, Inc.

You are directed to make the following changes in the Contract Documents.  
 Description: Reduce the contract amount to equal final pay application amount.

Reason for Change Order: Close out project

Attachments: (List documents supporting change) NA

**CHANGE IN CONTRACT PRICE:**

Original Contract Price	\$ <u>130,490.00</u>
Net Increase (decrease) from previous Change Orders No. <u>0</u> to No. <u>1</u>	\$ <u>0</u>
Contract Price prior to this Change Order	\$ <u>130,490.00</u>
Net Increase (decrease) of this Change Order	\$ <u>(-3,745.00)</u>
Contract Price with all approved Change Orders	\$ <u>126,745.00</u>

**CHANGE IN CONTRACT TIMES:**

Original Contract Times:	Substantial Completion: <u>60</u>	Ready for final: <u>90</u>	(days or dates)
Net changes from previous Change Orders No. <u>0</u> to No. <u>1</u> :	Substantial Completion: <u>0</u>	Ready for final payment: <u>0</u>	(days)
Contract Times prior to this Change Order	Substantial Completion: <u>60</u>	Ready for final payment: <u>90</u>	(days or dates)
Net Increase (decrease) of this Change Order	Substantial Completion: <u>0</u>	Ready for final payment: <u>0</u>	(days)
Contract Times with all approved Change Orders	Substantial Completion: <u>60</u>	Ready for final payment: <u>90</u>	(days or dates)

RECOMMENDED:

BY: [Signature]  
 ENGINEER (Authorized Signature)

DATE: 11.11.15

APPROVED:

BY: \_\_\_\_\_  
 OWNER (Authorized Signature)

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

ACCEPTED:

BY: \_\_\_\_\_  
 CONTRACTOR (Authorized Signature)

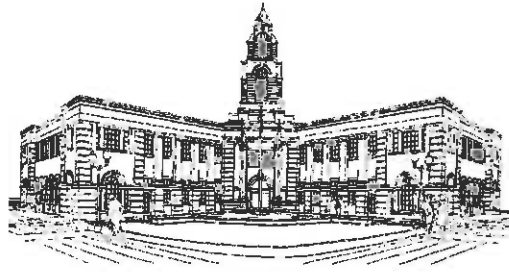
DATE: \_\_\_\_\_

**MRC-308-SE 06SW12**

00640 - 1

EJCDC No.1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specification.



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

**Date:** January 5, 2015

**Agenda Item:**

**Prepared by:** Larry Clark

**Subject:** Extension of Strategic Services Company agreement (SSC)

**Background / History:** In May 2015 an agreement (extension in July 2015) was entered into with SSC for engineering and staff augmentation services. This agreement was set to end at December 31, 2015. Part of the services rendered was for Storm Water ordinance review, storm water regulatory matters, building assessment, public works assessment and other items.

**Findings / Current Activity:** While some projects have been completed, some are near completion or are in the early stages. To bring these projects to completion an extension of the current contract to June 30 is requested. As with the original services will be approximately \$5,000 a month (not to exceed \$30,000).

**Financial Impact:** Funds will be paid from Engineering budgeted funds.

**Action options / Recommendations:** Approval of contract extension.

**Attachments:** SSC letter  
Original contract



December 7, 2015

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

Dear Mr. Cox,

In July 2015 the City authorized certain Staff Augmentation services to be performed under the May 2015 Engineering Agreement between the City and Strategic Services Company, LLC (SSC). That authorization was for services until December 31, 2015 with an average budget of \$5,000.00 per month based on the hourly rates shown in the May Agreement.

During the life of the authorization numerous tasks have been performed. Some of which are ongoing. That authorization specifically mentioned assisting with stormwater ordinance review and with other regulatory matters. SSC has also assisted with process upgrades to the work order system and other related items relating to program analysis which is included in Section IV of the Agreement (Staff Augmentation).

We would recommend that the expiring authorization be extended to the end of the current fiscal year (June 30, 2016).

If you have questions concerning this matter please feel free to call.

Sincerely,

Lamar Dunn, P.E., FACEC  
President  
Strategic Services Company, LLC

CLD/alh

**STORMWATER MANAGEMENT / BMP FACILITIES MAINTENANCE AGREEMENT**

City of Morristown, TN

Engineering Department

(423) 585-4620

**STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of SEPTEMBER, 20 14, by and between HELEN ROSS MCNABB CENTER, INC. hereinafter called the "Landowner", and  
(Insert Full Name of Owner)  
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as \_\_\_\_\_  
PARCEL 39.00 GROUP F MAP 033-L as recorded by deed in the last land records of  
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book 1457 Page 784, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as MCNABB CLINIC  
(Name of Plan/Development)

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

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

WHEREAS, the City requires that on-site stormwater management/BMP facilities, as shown on the Plan,

be constructed and adequately maintained by the Landowner, its successors and assigns.

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

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



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

3. The Landowner, its successors, and assigns, shall inspect the stormwater management/BMP facility and report to the City Engineer if any major repairs (i.e. structural) are necessary. The purpose of the inspection and reporting is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc and shall be performed at such times and such manner as to accomplish these objectives.
4. The Landowner, its successors, and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans or in the City's BMP guidelines, the Landowner, its successors, and assigns, shall adhere to the schedule.
5. The Landowner, its successors, and assigns, hereby grant permission to the City, its authorized agents, and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The purpose of inspection may be to check the facility for proper functioning, to follow-up on reported deficiencies or repairs, to respond to citizen complaints, and/or to check for any other reasons the City deems necessary. If problems are observed, the City shall provide the Landowner, its successors, and assigns, copies of the inspection findings and a directive to commence with the repairs within a specified timeframe.
6. In the event the Landowner, its successors, and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the City, the City may enter upon the Property and take the steps necessary to correct deficiencies identified in the inspection report. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner, outside of the easement, for the stormwater management/BMP facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
7. In the event the City, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors, and assigns, shall reimburse the City upon demand, within sixty (60) days of receipt thereof, for one hundred fifty percent (150%) of all actual costs incurred by the City hereunder.
8. If the Landowner fails to pay the City for one hundred fifty percent (150%) of their incurred expenses within sixty (60) days of receipt of written notice, the Landowner authorizes the City to place a lien against the property in an amount equal to one hundred fifty percent (150%) of said expenses.
9. If the Landowner fails to reimburse the City, as described above, the Landowner further authorizes the City to collect said expenses from the Landowner through other appropriate legal action, with the Landowner to be liable for the reasonable costs of collection, court costs, and attorney fees.

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

WITNESS the following signatures and seals:

HELEN ROSS MCNABB CENTER, INC  
 Company/Corporation/Partnership Name (Seal)

By: [Signature]

CAVIN ARMISTEAD  
 (Type Name)

DIRECTOR OF ASSET MANAGEMENT AND PLANNING  
 (Type Title)

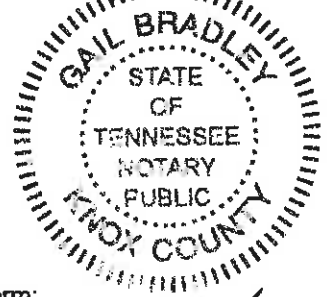
State of TENNESSEE

County of KNOX

The foregoing Agreement was acknowledged before me this 9 day of September, 2014.

by [Signature]  
 Notary Public

My Commission Expires ~~My commission expires 01/27/2015~~



Approved as to form:  
[Signature]  
 City Attorney Date 12-23-15

**STORMWATER MANAGEMENT / BMP FACILITIES MAINTENANCE AGREEMENT**

City of Morristown, TN

Engineering Department

(423) 585-4620

**STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of November, 2015, by and between **R.B. & J. Holdings** hereinafter called the "Landowner", and the City of Morristown, TN hereinafter called "City".  
(Insert Full Name of Owner)

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as **Tax Parcel I.D.:**  
**41B-A-8.00 & 41B-A-8.02** as recorded by deed in the last land records of  
(Insert Hamblen County Tax & Parcel Number)  
Hamblen County, TN, Deed Book **1562** Page **490**, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as **Masengili Springs**  
(Name of Plan/Development)

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

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

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

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

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

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

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4. The Landowner, its successors, and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans or in the City's BMP guidelines, the Landowner, its successors, and assigns, shall adhere to the schedule.
5. The Landowner, its successors, and assigns, hereby grant permission to the City, its authorized agents, and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The purpose of inspection may be to check the facility for proper functioning, to follow-up on reported deficiencies or repairs, to respond to citizen complaints, and/or to check for any other reasons the City deems necessary. If problems are observed, the City shall provide the Landowner, its successors, and assigns, copies of the inspection findings and a directive to commence with the repairs within a specified timeframe.
6. In the event the Landowner, its successors, and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the City, the City may enter upon the Property and take the steps necessary to correct deficiencies identified in the inspection report. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner, outside of the easement, for the stormwater management/BMP facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
7. In the event the City, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors, and assigns, shall reimburse the City upon demand, within sixty (60) days of receipt thereof, for one hundred fifty percent (150%) of all actual costs incurred by the City hereunder.
8. If the Landowner fails to pay the City for one hundred fifty percent (150%) of their incurred expenses within sixty (60) days of receipt of written notice, the Landowner authorizes the City to place a lien against the property in an amount equal to one hundred fifty percent (150%) of said expenses.
9. If the Landowner fails to reimburse the City, as described above, the Landowner further authorizes the City to collect said expenses from the Landowner through other appropriate legal action, with the Landowner to be liable for the reasonable costs of collection, court costs, and attorney fees.

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

WITNESS the following signatures and seals:

**B.E. & J. Holdings**  
 Company/Corporation/Partnership Name (Seal)  
 By: *[Signature]*  
**Michael J. Bunch**  
 (Type Name)

**Partner**  
 (Type Title)

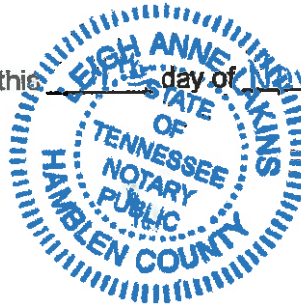
State of Tennessee

County of Hamblen

The foregoing Agreement was acknowledged before me this 17<sup>th</sup> day of November, 2015.

by *Michael J. Bunch*  
*Rach Anne Harkin*  
 Notary Public

My Commission Expires 7/28/19



Approved as to form:

*[Signature]*  
 City Attorney

Date  
12-23-15

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**From the Desk of**

**Debbie Stamey**  
Deputy Clerk/Executive Assistant  
(423) 585-4603  
e-mail [dstamey@mymorristown.com](mailto:dstamey@mymorristown.com)

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**TO: COUNCILMEMBERS**

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

**DATE: December 31, 2015**

Mayor Chesney will make the following appointments at the January 5, 2016, City Council meeting:

Appointment of the 2016 Finance Committee and selection of Chair.

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**From the Desk of**

**Debbie Stamey**  
Deputy Clerk/Executive Assistant  
(423) 585-4603  
e-mail [dstamey@mymorristown.com](mailto:dstamey@mymorristown.com)

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**TO:** Mayor and City Council

**RE:** APPOINTMENT CIVIL SERVICE BOARD

**DATE:** December 31, 2015

Mike Minnich has being nominated for the Civil Service Board to fill the remainder of Doug McDonald's term expiring on October 1, 2018.

*{This is a City Council appointment scheduled for the January 5, 2016, City Council Meeting.}*



# Memo

To: Mayor and Council

From: Bill Honeycutt, Fire Chief

Date: December 22, 2015

**RE: New Hire Request**

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I'm requesting the Mayor and Council to appoint three (3) qualified candidates to existing vacancies within the Fire Department at the position of **Entry Level Firefighter**. The positions are funded in the FY 16 budget.

As background information; Civil Service rules allow the appointing authority to consider the top seven (7) names on the certified entry level roster, and from the top seven (7) names, the Mayor and Council may appoint three (3) candidates to the positions.

I'm prepared to make recommendations if so requested.

For your review, a copy of the certified Entry Level roster will be included as part of your informational packet for the City Council meeting on January 5, 2016.

We'll request the successful candidates to turn in a notice with their current employers and report for orientation and limited duty with our department during the week of January 18, 2016. Afterward, the 14 week rookie school begins on February 15<sup>th</sup>, which means the three new firefighters should be ready for shift assignment during the 3<sup>rd</sup> week of May.

# CIVIL SERVICE BOARD

P. O. Box 1499 • MORRISTOWN, TN 37816

## FIRE DEPARTMENT ENTRY-LEVEL ROSTER

Revised on November 10, 2015 to reflect recent testing, hiring and /or expirations.

	RANK AND NAME	EXPIRES
1	Robert Carter	November 30, 2016
2	Nathan McDaniel	November 30, 2016
3	Brian Trent	November 30, 2016
4	Derrick Poore	November 30, 2016
5	Matt LeClercq	November 30, 2016
6	Derek Rogers	November 30, 2016
7	Robert Bolden	November 30, 2016
8	Lucas Sizemore	November 30, 2016
9	Dylan Nash	November 30, 2016
10	David Casch	November 30, 2016
11	Jacob Courtney	November 30, 2016
12	Travis Wice	November 30, 2016
13	Otto Gambrell	November 30, 2016
14	Scott Heck	November 30, 2016
15	Keith Samsell	November 30, 2016
16	Samuel Mason	November 30, 2016
17	Greg Parton	November 30, 2016
18	Josh Pierce	November 30, 2016
19	Jeremy Smith	November 30, 2016
20	James Bullen	November 30, 2016
21	Cody Trammel	November 30, 2016
22	Shawn Kirkpatrick	November 30, 2016
23	Josh Anderson	November 30, 2016

For the Civil Service Board

  
Lee Parker, Vice-Chairman

11-10-2015  
Date