

The City of Morristown

Office of Administration



Morristown City Council Agenda Item Summary

Date: July 21, 2026

Agenda Item: Approve of a project by Rose Center and Council for the Arts, Inc. to have an elevator installed in the historic Rose Center, and authorize the City Administrator to execute an agreement for the same.

Prepared By: Andrew Ellard

Subject: Rose Center Elevator

Background: Rose Center is a city-owned building where Rose Center and Council for the Arts, Inc. has operated under a lease for many years. For the last couple of years, they have been seeking funding for the installation of an elevator through certain grant resources. The City Council saw concept drawings for this project at a pre-agenda meeting in early 2026 when Rose Center identified a grant source to pursue.

Findings/Current Activity:

Rose Center was successful in its application for funding to support the project. Programs are offered on all floors of the building, so an elevator would provide much needed access to the upper floor spaces for those with challenges navigating the stairs. Rose Center has been working with architect Sonja Shannon, and the elevator will be located in a manner that would have the least possible impact to the aesthetics of the historic structure.

As this is a City-owned building, the Administration and Rose Center staff are seeking City Council's approval before pursuing this level of capital improvement.

Financial Impact:

There is no direct cost to the city, and operation/maintenance will remain the responsibility of Rose Center and Council for the Arts, Inc. as they continue to lease and maintain the building.

Action options/Recommendations:

Staff recommends approval.

Attachment: Acknowledgement & Approval document.

ACKNOWLEDGEMENT & APPROVAL
OF ROSE CENTER ELEVATOR PROJECT

THIS AGREEMENT is made this **21st day of July, 2026**, by and among CITY OF MORRISTOWN, TENNESSEE, a municipal corporation, created by the Private Acts of the Tennessee Legislature for 1903, Chapter 103 (“CITY”); and ROSE CENTER AND COUNCIL FOR THE ARTS, INC., a nonprofit corporation (“ROSE CENTER”).

WHEREAS CITY is the owner of certain real property located at 442 West Second North Street, Morristown, TN and commonly referred to as the Rose Center; and,

WHEREAS ROSE CENTER leases this property from the CITY and generally provides the maintenance and upkeep for the property; and,

WHEREAS ROSE CENTER wishes to install an elevator and has applied for and received a grant for the elevator project; and,

WHEREAS ROSE CENTER agrees to be responsible for the costs associated with the elevator project, and shall be responsible for entering into all contracts and necessary documents for the project; and,

WHEREAS the CITY agrees to allow such a capital project to occur and shall also be permitted to approve the overall scope of the project, and to provide additional oversight and inspection of the project.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants, agreements, and conditions contained herein, the parties hereby agree as follows:

WITNESSETH

1. The CITY acknowledges and approves ROSE CENTER moving forward with an elevator installation project on the leased property.

2. ROSE CENTER shall be solely responsible for all costs associated with the elevator project and no funds shall flow through the CITY, but be handled directly by ROSE CENTER. Likewise, ROSE CENTER shall execute any and all necessary contracts and documents for the project.

3. ROSE CENTER does hereby agree to provide regular updates to the CITY and permit the CITY, through the City Administrator, to review and approve the overall scope of the project. Conceptual drawings upon which this approval is based are attached as Exhibit A. Additionally, ROSE CENTER does agree that the CITY shall be permitted to engage in periodic inspections of the project in addition to those required by building permitting as a function of ensuring building code compliance.

4. ROSE CENTER shall ensure that during the project, the CITY is named as an additional insured, as the owner of the property, against any losses or claims that may occur during the project construction. Additionally, ROSE CENTER shall indemnify and hold harmless, and defend the CITY from and against any and all liability or loss, cost or expense, arising out of or in connection with the elevator project.

5. Upon the completion of the elevator project, the CITY shall have the ability to inspect the elevator and if there are any defects or areas that the CITY inspector(s) deem need to be repaired or modified, ROSE CENTER agrees to ensure that same is completed and shall bear the cost of same.

6. ROSE CENTER shall be responsible for ongoing maintenance and operation of the elevator upon completion, including requests and payment to the appropriate state agency for annual or other inspections as required. ROSE CENTER shall be responsible in this manner for the life its lease of the facility.

WITNESS our hands the day and year first above written.

CITY OF MORRISTOWN

BY: ANDREW ELLARD, CITY ADMINISTRATOR

ROSE CENTER AND COUNCIL FOR THE ARTS, INC.

BY: BECCY HAMM

EXHIBIT A



LEVEL ONE EXISTING (AND AFTER ELEVATOR INSTALL)



LEVEL ONE XRAY VIEW AT NEW ELEVATOR LOBBY



LEVEL TWO EXISTING (AND AFTER ELEVATOR INSTALL)



LEVEL TWO XRAY VIEW AT NEW ELEVATOR LOBBY