

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
SEPTEMBER 15, 2015 – 5:00 P.M.

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Mark Burford, Senior Chaplain Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. September 1, 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

1. Resolution No. _____
A Resolution Authorizing the City of Morristown, Tennessee to Participate in
The Pool's James L. Richardson "Driver Safety" Grant Program.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. [Rezoning 143 Brady Drive from (R-1) Single Family Residential to (IB) Intermediate Business.]
{Public Hearing October 6, 2015}
2. Ordinance No. _____
An Ordinance of the City Council of Morristown, Tennessee Deleting title 9, Chapter 6 {Junk Yards and Automobile Graveyards} of the Morristown Municipal Code.
{Public Hearing October 6, 2015}
3. Ordinance No. _____
An Ordinance of the City Council of Morristown, Tennessee Amending Title 13, Chapter 1 {General Property Maintenance} of the Morristown Municipal Code.
{Public Hearing October 6, 2015}
4. Ordinance No. _____
An Ordinance of the City Council of Morristown, Tennessee Amending Title 17 {Refuse and Trash Disposal} of the Morristown Municipal Code.
{Public Hearing October 6, 2015}

9-c. Awarding of Bids/Contracts

1. Tennessee Department of Transportation (TDOT) 1990 Bridge Grant Contract for replacement of bridge at West 2nd North Street in the total amount of \$257,800.68 with a 2% local match of \$5,156.02.
2. Tennessee Department of Transportation (TDOT) 1990 Bridge Grant Contract for replacement of bridge at S. Henry Street in the total amount of \$315,344.38 with a 2% local match of \$6,306.89.
3. Approve Bid/Contract for Laptop Computers from CDW Government, LLC.
4. Approve Bid/Contract for Service Weapon Exchange from GT Distributors, Inc.
5. Approve sole source purchase of Sensor Detection Hardware and Equipment from Wavetronix, LLC in the amount of \$19,352.50.
6. Approve Change Order No. 2 in the amount of \$97,142.85 for Apron Rehabilitation to Summers-Taylor, Inc.

9-d. Board/Commission Appointments

9-e. New Issues

10. CITY ADMINISTRATOR'S REPORT

1. Copy of Report on Debt Obligation pursuant to TCA Section 9-21-1151.

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**

October 6, 2015	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
October 20, 2015	(Tues) 4:00 p.m.	Finance Committee Meeting
October 20, 2015	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
November 3, 2015	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
November 17, 2015	(Tues) 4:00 p.m.	Finance Committee Meeting
November 17, 2015	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
November 26 & 27, 2015	(Thursday & Friday)	City Employee's Holiday
December 1, 2015	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
December 15, 2015	(Tues) 4:00 p.m.	Finance Committee Meeting
December 15, 2015	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
December 25, 2015	Friday	City Employee's Holiday
January 1, 2016	Friday	City Employee's Holiday

WORK SESSION AGENDA
September 15, 2015
5:00 p.m.

No Work Session

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
SEPTEMBER 1, 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, September 1, 2015, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis, Ken Smith; absent; Tommy Pedigo.

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

Councilmember Alvis made a motion to approve the August 18, 2015 minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held regarding Ordinance No. 3523.

Councilmember Bivens made a motion to approve Ordinance No. 3523 on second and final reading. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3523

An Ordinance to close and vacate certain rights-of-way within the City of Morristown. (Portion of Cleveland Avenue & East Louise Avenue rights-of-way.)

Councilmember Alvis made a motion to approve the bid/contract for Sanitation Carts from CMI in the amount of \$69.68 per cart. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve change order #1 for Apron Rehabilitation at Airport in the amount of \$48,603.25 to Summers-Taylor, Inc. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the purchase of a 2016 Dodge Ram 5500 to be utilized by Public Works as a Salt Spreader/Snow Plow Vehicle with Dump Bed from TT of Columbia in the amount of \$74,960.72. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the purchase 600 Tons of Bulk Salt from Compass Minerals America, Inc. in the amount of \$53,502. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the purchase, through Houston-Galveston Area Council (H-GAC), of a Pierce Arrow XT 100' Platform Fire Truck per specifications in the amount of \$1,074,544. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Mayor Chesney nominated Barbara Garrett and Wanda Neal to the Tree Board for three (3) year terms to expire September 18, 2018. Councilmember Alvis made a motion to accept the nominations. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Chesney nominated Sylvia Hinsley to fill the unexpired term of Britney Holbert on the Tree Board, term expiring September 18, 2016. Councilmember Smith made a motion to accept the nomination. Councilmember Alvis seconded the motion and upon roll call; Councilmembers Garrett, Senter, Alvis, Smith and Mayor Chesney voted "aye". Councilmember Bivens "abstained".

Councilmember Senter made a motion to re-appoint Doug McDonald to the Civil Service Board for a three (3) year term to expire October 1, 2018. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Chesney announced his appointment of Willie Santana to the Morristown-Hamblen Humane Society Board to replace the Mayor's designee appointment of David Tilson, who resigned.

Mayor Chesney recessed the meeting for an Executive Session to confer with the City Attorney regarding a legal issue.

Mayor Chesney reconvened the meeting following the Executive Session.

Councilmember Bivens made a motion to open the agenda to add an item to the agenda. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to accept the proposed settlement between the City of Morristown and Millennium Square Partners and authorize the Mayor to execute all necessary documents required to complete that transaction. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

City Administrator Tony Cox reported to Council on the letter they received a copy of from the Comptroller concerning the recent sewer bonds for Morristown Utilities System construction and rehabilitation of sewer. The letter indicates the approval of the Comptroller of the form of the debt. I can report that we have closed on the debt it is a \$10,000,000 issues at a rate of 2.75% that rate is fixed for a period of five years and then will adjust.

Mayor Chesney adjourned the September 1, 2015 City Council meeting at 5:45 p.m.

ATTEST:

MAYOR

CITY ADMINISTRATOR

DRAFT

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY OF MORRISTOWN,
TENNESSEE TO PARTICIPATE IN The Pool's James L. Richardson
"Driver Safety" Grant Program.**

WHEREAS, the safety and well being of the employees of the City of
Morristown is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free
workplace and to increase safe driving practices for the City of Morristown
employees; and

WHEREAS, The Pool seeks to encourage the establishment of a safe
workplace and driving practices by offering a *"Driver Safety" Grant Program*; and

WHEREAS, the City of Morristown now seeks to participate in this
important program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY
OF MORRISTOWN, TENNESSEE the following:

SECTION 1. That the City of Morristown is hereby authorized to submit
application for a *"Driver Safety" Grant Program* through The Pool.

SECTION 2. That the City of Morristown is further authorized to provide a
matching sum to serve as a match for any monies provided by this grant.

Resolved this the 15th day of September in the year of 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR



Morristown City Council Agenda Item Summary

Date: 09-15-15

Agenda Item:

Prepared by: Larry Clark

Subject: TML “The Pool” Safety Partners Matching Grant

Background / History: This is a reimbursing grant from TML to help cities offset some costs incurred during the year for safety initiated programs.

Findings / Current Activity: Application for grant is required for award.

Financial Impact: If awarded, the grant will help offset costs incurred for driver license check and new driver safety course that the city wants to implement.

Action options / Recommendations: Approval of resolution

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Attachments: Resolution



2015 - 2016 "Safety Partners" Matching Driver Safety Grant Program

TML RISK MANAGEMENT POOL GRANT APPLICATION

DATE SENSITIVE

THE PROGRAM DEADLINE IS OCTOBER 01, 2015

Your application has been sent.

If you do not receive an email confirmation within 15 minutes please check your SPAM or JUNK email folder in the event the confirmation has been blocked by your organization; or you may contact via email or (615) 371-0049.

PRINT this Page for your Records	CLOSE this webpage - I am done
Click to download/print the RESOLUTION form	Click to download/print the MOTION form

1.	Application Date:	Monday 31st of August 2015
2.	Participant city (or Agency) Name:	CITY OF MORRISTOWN
3.	P.O. Box Address or Street:	P.O. BOX 1499
4.	City:	MORRISTOWN
4.	Zip Code:	37816
5.	Contact Person:	LARRY CLARK
6.	Contact Person - Title:	ADMINISTRATIVE SERVICES DIRECTOR
7.	Contact Person - Telephone:	(423) 585-4617
8.	Contact Person - Fax:	(423) 585-4687
9.	Contact Person - Email:	lclark@mymorristown.com
10.	No of Full Time Employees in City/Agency"	295
11.	No. Employees Affected by this Purchase:	150
12.	City/Agency Desires to Purchase the Following:	Morristown would like to receive this grant for two reasons. First to conduct driver license check on employees licenses. Second, we want to create a driver's training course for employees to drive vehicles through.
13.	Justification for the Needed Purchase:	The training course will be used by Public Works and Park & Rec. to provide training for employees on driving their vehicles around obstacles. This is something that we have been discussing over the last year to implement. We feel this will allow our employees to maintain control of their vehicles when the occasion arises. Also the continued checking of driver license's is to ensure that our employees that drive city vehicles have valid licenses.
14.	Resolution	You have selected to submit your application at a later time. Your next meeting is schedule for <u>09/15/2015</u> . Once you have the completed form you may email the completed form to <u>Tahita Carver</u> or you may fax a copy to Tahita Carver at (615) 371-9212.
15.	Estimate #1 - Calculated Total	\$3,500
15.	Estimate #2 - Calculated Total	\$4,000
16.	Approving Supervisor - Name	Larry Clark
17.	Approving Supervisor - Email	lclark@mymorristown.com

We HIGHLY recommend you Print a copy for your records.

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2015-2016 James L. Richardson "Driver Safety" Grant Program

The Pool is proud to announce the launch of the 8th annual **James L. Richardson "Driver Safety" Grant Program** for members that carry the Pool's Auto Liability Coverage.

OBJECTIVE: The Richardson "Driver Safety" Grant Program offers financial assistance to Pool members with auto liability coverage whose employees are required to operate city/agency vehicles. Because the training needs and safety concerns of each Pool member are different, various driver safety training, methods, technologies, and approaches are eligible for this grant; including, but not limited to: instructor-led training, DVD training, computer based training, backup cameras and alarms, GPS tracking systems, alert systems for administrators (such as vehicle black box technology), and other technology that can assist administration in monitoring compliance with vehicle use policies.

PLEASE NOTE: This grant may also be used to cover 100% of the cost of MVR checks (up to your entity's classification eligibility) through the Department of Safety. You must maintain evidence of MVR checks in your records, if requested, to show a paper trail and have an action plan in place for those MVR checks that come back to you with an adverse driving record.
PLEASE CONTACT YOUR LC CONSULTANT FOR FURTHER DETAILS.

The Pool will **reimburse up to 50%** of the cost of the **driver safety related approved item(s)** with a maximum reimbursement based on the Classification matrix rating. Please read this information in its entirety before filling out the application. PLEASE NOTE THAT THIS PROGRAM DOES NOT APPLY TO EMERGENCY VEHICLE OPERATIONS (EVO) TRAINING.

- Entity must be an existing Pool member and must currently have auto liability coverage with The Pool as of 7/1/15,
- Entity must be in good standing with The Pool **and in compliance with Loss Control recommendations,**
- If training is provided by an outside source, safety training must be conducted by a qualified driving instructor who meets the following minimum requirements:
 - (a) *Must be at least twenty-one (21) years of age, high school graduate or passed the GED, have and maintain a valid driver license that has not been revoked, suspended or cancelled for any reason in the three (3) years preceding the date of hire, no conviction for a felony or any crime involving violence, dishonesty, deceit, fraud, or indecency.*
 - (b) *Must have attended and successfully completed a Driver Safety Instructors School operated by AAA, National Safety Council or such other certified school approved by The Pool. A copy of the instructor's certificate of driver training completion must be included in the grant application along with the name, address, and telephone number of the school providing the certification. The instructor shall maintain a current certification.*

Grant Considerations:

Consideration of grants will be based on a variety of issues such as your risk management practices, loss experience, and availability of funding and submission date.

- 1) The primary consideration will be the available funding for a particular fiscal year. This funding level is established by The Pool's Board of Directors. For the fiscal year July 1, 2015 through June 30, 2016.
- 2) Priority will be given to risk exposures noted in loss control site surveys and recommendations and/or loss trends and a history of sound risk management practices.
- 3) When all criteria are equal, the grant committee will give first consideration to those members that did not receive a grant in the previous year(s). Final consideration will be the **SUBMISSION DATE** (date application is received by The Pool). **FIRST RECEIVED, FIRST AWARDED.**
- 4) Grant funding will depend on the classification matrix rating (*see below*) assigned to a Pool member which assesses *earned* auto liability premium contribution and loss experience for the previous year. This process allows all members that might have high losses, but who are in compliance with sound risk management practices, to have equal consideration. You may contact your loss control consultant to inquire about your classification or other questions you may have.

EAST TENNESSEE
Judy Housley, ARM-P
865-250-0413

Email: jhousley@thepool-tn.org

MIDDLE TENNESSEE
Chester Darden
800-624-9698

Email: cdarden@thepool-tn.org

WEST TENNESSEE
Paul Chambliss, J.D.
731-660-8592

Email: pchambliss@thepool-tn.org

Funding levels for the various rating classifications are as follows:

Class V	up to	\$ 500
Class IV	up to	\$ 1,000
Class III	up to	\$ 2,500
Class II	up to	\$ 4,000
Class I	up to	\$ 5,000

These classification areas are defined as follows for The Pool Auto Liability participants.

- Class V** Contributed less than \$ 6,000* in "Earned" auto liability premium for the previous year in the requested coverage area. * Not to exceed one-half of the city's/agency's annual auto liability premium.
- Class IV** Contributed "Earned" auto liability premium for the previous year between \$6,000 and \$9,999 in the requested coverage area.
- Class III** Contributed "Earned" auto liability premium for the previous year between \$10,000 and \$19,999 in the requested coverage area.
- Class II** Contributed "Earned" auto liability premium for the previous year between \$20,000 and \$39,999 in the requested coverage area.
- Class I** Contributed "Earned" auto liability premium for the previous year \$40,000 or more in the requested coverage area.

Deadline: Friday at noon (CST), **September 18, 2015** This date is the office deadline to close the program. Do not wait until deadline to submit your application as our funds are depleted a few weeks after applications are mailed.

Grant Notification Date: **Week of September 28, 2015**

Eligibility: Available **ONLY** to The Pool members with **Auto Liability Coverage** since 7/01/15. Your **expenditure** may be made between **Jan 1, 2015 – May 30, 2016** timeframe.

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RULES FOR PARTICIPATION:

- 1) Upon receipt of this notice, submit your application by using the appropriate link **as soon as possible**. The application is **DATE SENSITIVE and subject to available funds**.
- 2) Funds may be used for: Computer based training; multi-agency joint training, on-site/off-site Driver Safety training classes, tools and equipment used in providing on-site Driver Safety training such as driving simulators, traffic cones, TV's, DVD players, and other requests that are designed to improve employee driver safety. And of course MVR checks.
- 3) **Prohibited uses of funds:** Employee labor costs; fees and/or cost charged by a company owned or operated by a city/agency employee to provide driver safety training.
- 4) A signed **Resolution or Motion**, *(by the appropriate official Mayor or Chairman of the Board)*, passed by the governing body of the city/agency, **MUST BE** provided. Boards for local government agencies that do not pass resolutions, a sample **Motion** is attached and may be signed by the appropriate Executive. **NOTE: IF your resolution/motion can not be approved and signed when your application is ready, you may submit the application only; with a notation on the application, stating that your resolution/motion will follow after your Board or Council meeting (list the date of meeting). It is NOT necessary to submit application and resolution/motion together, since the APPLICATION is date sensitive. (Samples of each are attached). Your grant check will not be sent to you until we have this document.**

The Pool will reimburse approved grants up to one-half of the paid expenditures (50%), or the maximum funding level for the participant's assigned classification, whichever is lower.

- 5) **IMPORTANT:** If the Grant Committee approves your application; you will be asked to submit proof of payment(s) for your driving related purchased item(s)/training **before** we can process your grant check. Invoices alone will **NOT** be used as proof of payment. We must have copies of either **cancelled checks** or a **proof-positive paper trail** for approved items. Verification of payment should be submitted to Tahtia Carver by e-mail at tcarver@thepool-tn.org or faxed to 615-371-9212, along with your grant "Notification of Approval" letter.

If approved for a grant, your proof of payment for expenditures must be received in this office by May 1, 2015, or your grant money WILL be awarded to the next "pending" member's application.

- 6) Deadline date for us to receive your application and to close this program is noon (CST) on **September 18, 2015**. Approval/pending/non-approval grant notifications will be sent to you the week of September 28, 2015. Funding determination will be made by the Grant Committee designated by The Pool president.
- 7) Only ONE grant application may be approved for each city/agency during any given FISCAL YEAR. You may not "roll-over" an application from one fiscal year to another.
- 8) Total all estimates and final paid receipts!



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

TO: Morristown City Council
FROM: Logan Engle, Planner
DATE: September 15, 2015
SUBJECT: Rezoning – 143 Brady Drive
Hamblen County Tax Map 048H Group A Parcel 008.00
R1 (Single Family Residential) to IB (Intermediate Business)

BACKGROUND:

A Rezoning request has been submitted by Edwin Jerry Blaylock, II, for property located at 143 Brady Drive. The property, roughly 0.62 acres in size, is currently zoned Single-Family Residential (R-1). The request is to rezone the entire parcel to Intermediate Business (IB). The site is currently vacant although it previously housed a single-family residential structure, which the owner of the property previously moved to another part of Morristown. This tract of land is surrounded by IB zoning districts to the south and west and is bounded by Brady Drive and Suntrust Bank to the east. The adjoining parcel to the south is also owned by Mr. Blaylock. The adjoining parcels to the north lay within the county at present but are within the City's Urban Growth Boundary.

The Intermediate Business (IB) zoning classification states that IB "is intended to provide for more intensive commercial activities" (Section 14-1001). The applicant believes that the IB zoning designation will allow him greater opportunity to develop the vacant parcel adjacent to his current business.

At this time, city staff has received no complaints from adjoining property owners regarding the rezoning of the property.

RECOMMENDATION:

Staff views the applicant's rezoning request as consistent with adjacent zoning designations and land uses. Staff proposes that the Morristown Regional Planning Commission recommend this rezoning request to City Council for approval.

PLANNING COMMISSION ACTION:

The City of Morristown Regional Planning Commission, at their regular meeting on September 8, 2015, recommended that the rezoning request be forwarded to City Council for approval as submitted.

ORDINANCE NO. _____

ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B. {The Official Zoning Map of Morristown, TN of approximately 0.62 acres being part of Hamblen County Tax Parcels 048H A 00800, located along the western rights-of-way of Brady Drive.}

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 said amendment;

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that the Ordinance be and the same hereby is amended so as to provide that the following described real estate be rezoned from R-1 (Single Family Residential) to IB (Intermediate Business).

BEGINNING at a point on the northeastern corner of Parcel 048-H "A" 008.00 as shown on 2015 Hamblen County Tax Map and the western boundary of Brady Drive right-of-way; thence in a southeasterly direction along the western boundary of Brady Drive right-of-way and the eastern boundary of said Parcel 048-H "A" 008.00 for a distance approximately one hundred two (102) feet to a point on the southeastern corner of said Parcel 048-H "A" 008.00; thence southwestward for a distance of approximately two hundred and sixty-eight (268) feet to a point on the southwestern corner of said Parcel 048-H "A" 008.00; thence northwestward along a line from said point for a distance of approximately one hundred (100) feet to the northwest corner of said Parcel 048-H "A" 008.00; thence northeastward for a distance of approximately two hundred and sixty-seven (267) feet to a point on a northeastern corner of said Parcel 048-H "A" 008.00 to the point of BEGINNING.

SECTION III. BE IT FURTHER ORDAINED that all maps records and necessary minutes entries be changed so as to effect the amendment as herein provided, to the extent that the areas herein above described shall be permitted to be used for IB (Intermediate Business) only.

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 THIS THE 15TH DAY OF SEPTEMBER, 2015.

ATTEST:

MAYOR

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 6TH DAY OF OCTOBER, 2015.

ATTEST:

MAYOR

CITY ADMINISTRATOR

Rezoning Request -- 143 Brady Drive



ORDINANCE NO. _____,

**BEING AN ORDINANCE OF THE CITY COUNCIL OF
MORRISTOWN, TENNESSEE DELETING TITLE 9, CHAPTER 6
{JUNK YARDS AND AUTOMOBILE GRAVEYARDS} OF THE
MORRISTOWN MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that the text of Title 9, Chapter 6 of the Morristown Municipal Code is deleted in its entirety.

This ordinance shall take effect upon second and final reading, the public welfare requiring same.

PASSED ON FIRST READING THIS 15TH DAY OF SEPTEMBER, 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS 6TH DAY OF OCTOBER, 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. _____,
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 13, CHAPTER 1 OF THE
MORRISTOWN MUNICIPAL CODE.

Be it ordained by the City Council for the City of Morristown that the text of Chapter 1 of Title 13 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

“CHAPTER 1

GENERAL PROPERTY MAINTENANCE

SECTION

- 13-101. Health officer and Codes Enforcement Officer.
- 13-102. Smoke, soot, cinder, etc.
- 13-103. Stagnant water.
- 13-104. Weeds and grass.
- 13-105. Removal of vegetation and debris from certain lots.
- 13-106. Dead animals.
- 13-107. Health and sanitation nuisances.
- 13-108. House trailers.
- 13-109. Junked yards and Automobile Graveyards.

13-101. Health officer and Codes Enforcement Officer. The "health officer" and "Codes Enforcement Officer" shall be such city, county, or state officer(s) as the city administrator shall appoint or designate to administer and enforce health and sanitation regulations and/or municipal code sections within the city. (1979 Code, § 8-101, as replaced by Ord. #3429, Nov. 2011)

¹Municipal code references

- Animal control: title 10.
- Littering streets, etc.: § 16-107.
- Toilet facilities in beer places: § 8-213(12).
- Wastewater treatment: title 18, chapter 2.

Charter references

- Contagious disease control: § 5(4).
- General health, nuisances, etc.: § 5(6).
- Inspection of food and drink: § 5(18).
- Inspection of lard, butter, etc.; regulation of vending of meats and vegetables: § 5(19)
- Milk and dairy products: § 5(28).
- Sewer connections; authority to prohibit cesspools, privies, etc.: § 5(27).

13-102. Smoke, soot, cinder, etc. It shall be unlawful for any person to permit or cause the escape of such quantities of dense smoke, soot, cinders, noxious acids, fumes, dust, or gases as to be detrimental to or to endanger the health, comfort, and safety of the public or so as to cause or have a tendency to cause injury or damage to property or business. (1979 Code, § 8-104, as replaced by Ord. #3429, Nov. 2011)

13-103. Stagnant water. It shall be unlawful for any person knowingly to allow any pool of stagnant water to accumulate and stand on his property without treating it so as effectively to prevent the breeding of mosquitoes. (1979 Code, § 8-106, as replaced by Ord. #3429, Nov. 2011)

13-104. Weeds and grass. It is unlawful for the owner, lienholder, occupant or any person or persons, agent, firm, corporation, other legal entity, lessee, or agent having control or management of any real property within the city to permit, allow or maintain grass, weeds or uncultivated vegetation exceeding a height of twelve (12) inches or more above the ground and such a condition is hereby declared to be a public nuisance. It is a duty to cut or remove grass, weeds or uncultivated vegetation from the real property including up to and along the traveled portion of the street or public right of way. It shall be unlawful for any person to fail to comply with an order by the city codes enforcement or health officer to cut or remove such vegetation. (Referenced and adopted from The International Property Maintenance Code, 2012 Edition, published by the International Code Council, Inc.)

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

(1) (a) Real property means any improved land, unimproved land, graveled areas, private roadways, driveways or premises. Owners are required to maintain their property in such a manner as to not endanger the health, safety or welfare of other citizens, or creates such conditions where such growth provides a harbor for rats, mosquitos or other vermin.

(b) Grass, weeds and uncultivated vegetation means and includes all weeds, grasses, plants, bushes, vines, poison oak, poison ivy and other vegetation not cultivated, whether living or dead, except vegetation for the purpose of conservation or preventing erosion, trees, ornamental shrubbery, ornamental grass, flowers, garden vegetables or other plants or vegetables customarily planted and/or cultivated by farmers or gardeners.

(c) Notwithstanding any other requirements and conditions set out in this section, no owner, lienholder, occupant or any person or persons, agent, firm, corporation, other legal entity, lessee or agent having control or management of any land or premises shall allow or permit any plant growth of any sort to remain in such a manner as to render the streets, alleys, sidewalks or public ways adjoining said land or premises unsafe for public travel or in any manner so as to impede pedestrian or vehicular traffic upon any public street, alley, sidewalk or public way.

(2) (a) Upon failure of any owner of property within the city to cut, have cut or remove such growth of grass, weeds and uncultivated vegetation or to remove or have removed such accumulations of debris, trash, litter, garbage, refuse or other materials as described herein, it shall be the duty of the codes enforcement officer, or such other persons as are designated, to serve notice on the owner, lessee, occupant or person having control of such real property, ordering the person to remedy the condition within ten (10) days, including weekends, of the service of such notice; provided, however, that, if the person who is the owner of record of the property is a carrier engaged in the transportation of property or is a utility transmitting communications, electricity, gas, liquids, steam, sewage or other materials, then the notice required under this section shall allow such owner of record twenty (20) days, excluding Saturdays, Sundays and legal holidays, to comply with the order. Such notice may be served by any one (1) or more of the following methods:

(i) Personally delivering the notice to the owner, lessee, occupant or person having control of such real property;

(ii) Mailing the notice to the last known address of such owner, lessee, occupant or person having control of such property by first class, United States mail; or

(iii) Posting the notice on the property on which such conditions described exist.

(b) Service of notice by any of the methods set out in subsection (a) of this section shall be due notice within the meaning of this article; provided, however, that no owner out of possession shall be liable to the penalty imposed of this code unless there shall be personal service of such notice upon him or such notice mailed to him by first class, United States mail as provided in this section.

(c) For purposes of this section, service of notice shall occur:

(i) If notice is personally delivered to the owner, lessee, occupant or person having control of such property, on the date such delivery is made;

(ii) If notice is mailed to the last known address of the owner, lessee, occupant or person having control of such property, three (3) days after the notice is deposited in the mail, properly addressed and with sufficient postage to carry it to its destination; or

(iii) If notice is posted on the property, on the date the notice is posted.

(d) The notice required under this section shall state that the owner, lessee, occupant or other person having control of such property is entitled to a hearing. The notice shall be written in plain language and shall also include but not be limited to the following elements:

(i) A brief statement of this article, which shall contain the consequences of failing to remedy the noted condition;

(ii) The person, office, address and telephone number of the department or person giving notice;

(iii) A place wherein the notified party may return a copy of the notice, indicating the desire for a hearing. Failure to make the request within the time specified in this article shall, without exception, constitute a waiver of the right to a hearing.

(3) 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 (10) 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 twenty (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 (10) 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.

(4) (a) If the owner or such other person described in section 13-104 shall fail to remedy such conditions within the time prescribed in that section, unless an appeal is made, the codes enforcement officer shall take such action as is necessary to remedy the conditions and abate the nuisance and the total cost to be billed to the owner. Upon failure of the owner to remit to the director of finance the amount of such charge within sixty (60) days from the date of such notice, a ten percent (10%) penalty and filing fees for the lien shall be added and the total amount of the bill and the penalty shall be certified to the director of finance by the codes enforcement officer and shall constitute a lien upon the property for which the expenditure is made.

(b) The city Codes Enforcement Officer shall:

(i) Certify the cost to the city tax collector, who shall place the cost upon the tax rolls as a lien upon the affected property, which cost shall then be collected in the same manner as the city taxes are collected; and

(ii) Note the lien in favor of the city and against the affected property by filing a lien against the property in the office of the register of deeds for the county in the same manner as other liens are required to be filed.

(c) The lien granted by this section may be enforced at the same time and in the same manner as delinquent property taxes are collected and shall be subject to the same penalty and interest as delinquent property taxes.

(d) No collection of costs may proceed against the owner of an owner-occupied residential property, including the filing of the liens referenced in section (b), until cumulative charges for remediation equal or exceed five hundred dollars (\$500.00).

(e) In addition to the foregoing provisions, any person violating any of the provisions of this chapter shall be liable for a civil penalty not to exceed seventy-six dollars (\$76.00). Each day any violation of this code or of any ordinance shall continue, shall constitute a separate offense for which the person in violation shall be liable.

(f) (1) The lien granted by this section shall be extinguished upon the payment to the city of all amounts owing hereunder, upon a finding that the lien was placed in error, or by operation of law.

(2) The lien granted by this section may also be forgiven and released by agreement of the public service director and the law director for extraordinary cause, including but not limited to the following reasons:

(A) Upon a showing, by a prospective purchaser for value or prospective transferee of a lot encumbered by a lien or liens granted by this section, that the aggregate value of such liens against a lot exceeds the appraised value of the lot and that the purchaser or transferee will purchase or accept the lot if the liens are forgiven or reduced; or

(B) Upon a showing by a prospective purchaser for value or prospective transferee of a lot encumbered by a lien or liens granted by this section that the purchaser or transferee has a reasonable plan to redevelop the lot supportive of and compatible with existing neighborhood design. In such case, the purchaser or transferee shall provide a written physical and financial plan including a project budget and schedule for redevelopment to the city administrator and the city attorney. This plan shall show that lien forgiveness or reduction is necessary to the redevelopment plan, and shall show that the lot will be transferred to the purchaser or transferee if the liens are forgiven or reduced.

(g) Forgiveness and release of such liens shall be at the sole discretion of the city administrator and the city attorney. It shall be the burden of any person seeking the forgiveness and release of any such liens to prove to the satisfaction of the public service director and the law director that the conditions of subsections (f)(1) or (f)(2) exist.

(5) Service fee for lot mowing.

(a) Payment rates for said services shall be two hundred fifty dollars (\$250.00) per hour with a minimum payment of one hundred twenty five dollars (\$125.00).

(b) Mowing services shall be charged in thirty (30) minute time periods, with any portion of a period charged as a full thirty (30) minutes.

(6) Exceptions. Notwithstanding the requirements set forth in this article, the following shall be exempt from the provisions of this article:

(a) Undeveloped wooded areas where tree growth is in excess of ten (10) feet in height.

(b) All government-owned land or premises, and street rights-of-way.

(c) Streambeds or banks.

(d) Heavily wooded parcels of land or premises that are densely wooded with trees, shrubs and overgrowth where equipment cannot maneuver due to the density of the area.

(e) Slopes covered with vegetation as recommended by the state agricultural extension service for the purpose of conservation or preventing erosion.

(f) Portion of land or premises, excluding the curtilage of any dwelling located thereon, that, due to steepness of terrain, rock or rock outcroppings, marshes or wetlands, cannot be mowed using wheeled, motorized equipment, unless such vegetative growth is an immediate threat to the health or safety of life or property.

(g) Land or premises zoned for agricultural use or that is actively and legitimately used for agricultural purposes, such as, but not limited to, mowing hay, pasture, gardens or field crops.

(h) Periods of active construction and/or demolition, which is defined as the time when the Land Disturbance and/or Demolition Permit is issued and for a period of six (6) months thereafter. If the construction is still in active development after the initial six (6) month period, the developer can request an extension for an additional six (6) months by contacting the City Administrator or his designee.

(i) Public and private country clubs and golf courses.

13-106. Dead animals. Any person owning or having possession of any dead animal not intended for use as food shall promptly bury the same or notify the health officer and dispose of such animal in such manner as the health officer shall direct. (1979 Code, § 8-110, as amended by Ord. #2612, Dec. 1990, and replaced by Ord. #3429, Nov. 2011)

13-107. Health and sanitation nuisances. It shall be unlawful for any person to permit any premises owned, occupied, or controlled by him to become or remain in a filthy condition, or permit the use of occupation of same in such a manner as to create noxious or offensive smells and odors in connection therewith, or to allow the accumulation or creation of unwholesome and offensive matter or the breeding of flies, rodents, or other vermin on the premises to the menace of the public health or the

annoyance of people residing within the vicinity. (1979 Code, § 8-111, as replaced by Ord. #3429, Nov. 2011)

13-108. House trailers. A house trailer is defined as a trailer fitted with accommodations for sleeping, eating, washing, etc., including but not limited to mobile homes, campers, and recreational vehicles, but excluding double-wide manufactured homes. It shall be unlawful for any person to locate and occupy any house trailer or portable building unless it complies with all plumbing, electrical, sanitary, and building provisions applicable to stationary structures and the proposed location conforms to the zoning provisions of the city and unless a permit therefore shall have been first duly issued by the building official, as provided for in the building code. Reference City Zoning Ordinances: Habitation of Accessory Residential Dwelling Section 14-214 and Mobile Homes on Individual Lots Section 14-215. (1979 Code, § 8-112, as replaced by Ord. #3429, Nov. 2011)

13-109. Junked yards and Automobile Graveyards. (A) Junked yards are prohibited within the corporate limits of the City of Morristown and it shall be unlawful for an owner or occupant of property within the corporate limits to maintain a junked yard as defined herein. For the purpose of the interpretation and application of this section, the following words and phrases have the indicated meanings:

(1) "Automobile graveyard" means any lot or place which is exposed to the weather and upon which more than five (5) motor vehicles of any kind, incapable of being operated, and which it would not be economically practical to make operative, are placed, located, or found. "Automobile graveyard" or "automobile junkyard" shall not be construed to mean an establishment having facilities for processing iron, steel, or nonferrous scrap and whose principal produce is scrap iron, steel, or nonferrous scrap for sale for re-melting purposes only.

(2) "Junk" shall mean old or scrap copper, brass, rope, rags, batteries, paper, trash, rubber, debris, waste, or junked, dismantled, or wrecked automobiles, or parts thereof, iron, steel, and other old or scrap ferrous or nonferrous metal.

(3) "Junkyard" shall mean an establishment or place of business that is maintained, operated, or used for storing, keeping, buying or selling junk, or for the maintenance or operation of an automobile graveyard. "Junkyard" includes scrap metal processors, car crushing sites, used auto parts yards, yards providing temporary storage of automobile bodies or parts awaiting disposal as a normal part of the business operation, when the business will continually have like materials located on the premises, garbage dumps and sanitary landfills. For purposes of this chapter, a "recycling center" shall not be a "junkyard".

(4) "Person" shall mean any natural person, or any firm, partnership, association, corporation, or other organization of any kind and description.

(5) "Private property" shall include all property that is not public property, regardless of how the property is zoned or used.

(6) "Recycling center" means an establishment, place of business, facility or building which is maintained, operated, or used for storing, keeping, buying or selling of newspaper, or used food or used beverage containers for the purpose of converting such items into a useable product.

(7) "Residential yard nuisance" shall mean any condition or use of residential yards which is detrimental to the property of others, or which causes or tends to substantially diminish the value of other property in the neighborhood in which such yards are located. This includes, but is not limited to, the keeping or maintaining or depositing on or scattering over such yards of any of the following:

(a) Lumber, junk, trash, or debris;

(b) Abandoned, discarded or unused objects or equipment such as furniture, appliances, cans, tires, or containers;

(c) Any compost pile which is of such a nature as to spread or harbor disease, emit unpleasant odors or harmful gas, or attract rodents, vermin or other disease-carrying pests, animals or insects, provided that the presence of earthworms in a compost pile shall not constitute a nuisance;

(d) Garbage and unsanitary matter on premises unless such material is retained in containers, garbage pails or vessels which deny access to flies, insects, rodents and animals. Garbage cannot be stored outside in plastic bags or paper bags, except on the day of garbage collection and then only for the purpose of such collection.

(e) Abandoned wells, cisterns, shafts, basements, excavations, sinkholes, mounds of gravel or earth, junk vehicles, structurally unsound structures or fences, trash, debris or vegetation; and

(f) Container units or garbage cans that have failed to be maintained in good repair, clean and well painted.

(g) Or as stated within the city's adopted housing code.

(8) "Right-of-way" shall mean a portion of land dedicated for placement of a street, road, thoroughfare or crosswalk, utilities, drainage facilities, and/or similar uses and designated by means of a right-of-way line or description of boundaries.

(9) "Traveled portion of any public street or highway" shall mean the width of the street from curb to curb, or in cases where there are no curbs, the entire width of the paved portion of the street, or where the street is unpaved, the entire width of the street in which vehicles ordinarily use for travel.

(10) "Vehicle" shall mean any machine propelled by power other than human power, designed to travel along the ground by the use of wheels, treads, self-laying tracks, runners, slides or skids, including but not limited to automobiles, trucks, motorcycles, motor scooters, go-carts, campers, tractors, trailers, tractor-trailers, buggies, wagons, and earth-moving equipment, and any part of the same.

(a) "Vehicle, abandoned" shall mean any motor vehicle whose last registered owner of record has relinquished all further dominion and control, or any vehicle that is wrecked or partially dismantled or inoperable for a period of ten (10) days. There shall be a presumption that the last registered owner thereof has abandoned such vehicle, regardless of whether the physical possession of such vehicle remains in the technical custody or control of such owner, if it has remained inoperable or partially dismantled, or if the owner has relinquished dominion or control of such vehicle, for ten (10) days.

(b) "Vehicle, junk" shall mean a vehicle of any age that is damaged or defective in any one or combination of any of the following ways that either make the vehicle not immediately operable, or would prohibit the vehicle from being operated in a reasonably safe manner upon the public streets and highways under its own power if self-propelled, or while being towed or pushed, if not self-propelled:

(i) Flat tires, missing tires, missing wheels, or missing or partially or totally disassembled tires and wheels;

(ii) Missing or partially or totally disassembled essential part or parts of the vehicle's drive train, including, but not limited to, engine, transmission, transaxle, drive shaft, differential, or axle;

(iii) Extensive exterior body damage or missing or partially or totally disassembled essential body parts, including, but not limited to, fenders, doors, engine hood, bumper or bumpers, windshield, or windows;

(iv) Missing or partially or totally disassembled essential interior parts, including, but not limited to, driver's seat, steering wheel, instrument panel, clutch, brake, gear shift lever;

(v) Missing or partially or totally disassembled parts essential to the starting or running of the vehicle under its own power, including, but not limited to, starter, generator or alternator, battery, distributor, gas tank, carburetor, or fuel injection system, spark plugs, or radiator;

(vi) Interior is a container for metal, glass, paper, rags, or other cloth, wood, auto parts, machinery, waste, or discarded materials in such quantity, quality, and arrangement that a driver cannot be properly seated in the vehicle;

(vii) Lying on the ground (upside down, on its side, or at any other extreme angle) sitting on block or suspended in the air by any other method;

(viii) General environment in which the vehicle sits, including, but not limited to, vegetation that has grown up around, in or through the vehicle, the collection of pools of water in the vehicle, and the accumulation of other garbage or debris around the vehicle.

(ix) Unregistered and in public view. (1979 Code, § 5-601, as replaced by Ord. #3113, Sept. 2002)

(B) Violations, civil offense. It shall be unlawful and a civil offense for any person:

(1) To park and/or in any manner place and leave unattended on the traveled portion of any public street or highway a junk vehicle for any period of time, even if the owner or operator of the vehicle did not intend to permanently desert or forsake the vehicle.

(2) To park or in any manner place and leave unattended on the untraveled portion of any street or highway, or upon any other public property, a junk vehicle for more than forty-eight (48) continuous hours, even if the owner or operator of the vehicle did not intend to permanently desert or forsake the vehicle.

(3) To establish, operate, or maintain a junkyard and/or an automobile graveyard that does not meet the City of Morristown's zoning requirements, and/or meets the requirements of Tennessee Code Annotated, title 7, chapter 51, and/or title 54, chapter 20, and/or title 55, chapter 16.

(4) To park, store, keep, and maintain on private property a junk vehicle.

(5) To create any residential yard nuisance, as defined in this chapter. (1979 Code, § 5-602, as replaced by Ord. #3113, Sept. 2002)

(C) Exceptions. (1) It shall be permissible for a person to park, store, keep, and maintain a junked vehicle on private property under the following conditions:

(a) The junked vehicle is completely enclosed within a building where neither the vehicle nor any part of it is visible from the street or from any abutting property. However, this exception shall not exempt the owner or person in possession of the property from any zoning, building, housing, property maintenance, and other regulations governing the building in which such vehicle is enclosed.

(b) The junk vehicle is parked or stored on property lawfully zoned for business engaged in wrecking or towing of vehicles. However, this exception shall not exempt the owner or operator of any such business from any other regulations governing business engaged in wrecking or towing vehicles.

(i) The outside storage area of abandoned and/or junked vehicles of any business that is engaged in the wrecking or towing of vehicles must be completely screened (opaque) from all adjacent properties and any road right-of-ways (public or private).

(ii) The screening can be a solid wall that is at least six (6) feet high, or a two-tiered, staggered tree landscaping, or a combination of the tree landscaping and the solid wall.

(iii) For any wrecker or towing business (that is within the City of Morristown) that is on the City of Morristown's rotation cycle, must come into compliance with the opaque screening as stated above, within one year of the adoption of this chapter. If a business does not wish to comply with

these provisions, then that business shall be removed from the City of Morristown's rotation cycle.

(iv) Any new wrecker or towing business shall comply with this chapter and any other applicable zoning ordinances prior to being added to the city's rotation cycle.

(2) No person shall park, store, keep and maintain on private property a junk vehicle for any period of time if it poses an immediate threat, as determined by the city administrator or his designee, to the health and safety of citizens of the city. (1979 Code, § 5-603, as replaced by Ord. #3113, Sept. 2002)

(D) Enforcement. (1) Pursuant to Tennessee Code Annotated, title 7, chapter 51, and/or title 54, chapter 20, and/or title 55, chapter 16, the city administrator, or his appointed designee, shall upon the complaint of any citizen, or acting on his own information, investigate complaints of abandoned and/or junked vehicles on private property. The city administrator, or his appointed designee, shall give, or cause to be given, notice to the registered owner of any motor vehicle which is in violation of this chapter, and he shall give such notice to the owner or person in lawful possession or control of the property upon which such motor vehicle is located, advising that such motor vehicle violations this chapter and directing that such motor vehicle be moved to a place of lawful storage within ten (10) days. Such notice shall be served upon the owner of the vehicle by leaving a copy of such notice on or within the vehicle.

(2) Notice to the property owner on whose property such motor vehicle is located may be served by conspicuously posting such notice upon the premises.

(3) In the case of abandoned and/or junk vehicles on publicly owned property, notice to the property owner by the City of Morristown is not required. (1979 Code, § 5-604, as replaced by Ord. #3113, Sept. 2002)

(E) Failure to remove. The owner of any abandoned and/or junked vehicle who fails, neglects or refuses to remove such vehicle or to house such vehicle and abate such nuisance in accordance with the notice given pursuant to the provisions of the previous section shall be guilty of a misdemeanor. (1979 Code, § 5-605, as replaced by Ord. #3113, Sept. 2002)

(F) Abatement and removal by city. If the vehicle is not disposed of after the time provided for in the notice, the city administrator or his designee shall report the location of such vehicle to a wrecker/towing company, designated by rotation, and shall then remove such vehicle or cause it to be removed to the wrecker/towing service's storage area. At the time that the vehicle is removed by the police department using the wrecker/towing company assigned, a tow-in ticket shall be completed by the person towing such vehicle. (as added by Ord. #3113, Sept. 2002)

(G) Removal and storage. Abandoned and/or junked vehicles shall be transported from the property where they are found to the assigned wrecker/towing storage area only during daylight hours. (as added by Ord. #3113, Sept. 2002)

(H) Return of vehicle and/or personal property to the owner (1) When the vehicle is towed to a towing/wrecker service property, used car dealership/lot, or other private property, and the owner of the vehicle demands for the return of his vehicle, and/or any personal property within the vehicle, then the owner of the vehicle shall pay any fines, storage, and tow-in fees to the owner of the property where the vehicle was towed. (as added by Ord. #3113, Sept. 2002)

(I) Abandoned and/or junked vehicle towed to a towing/wrecker service property. In cases where an abandoned and/or junked vehicle is towed to a towing and/or wrecker service property and the vehicle has not been claimed, the owner of the service shall follow all state laws that pertain to abandoned vehicles. (as added by Ord. #3113, Sept. 2002)

(J) Penalty for violations. Any person violating this chapter shall be subject to a civil penalty of seventy-six dollars (\$76.00) and costs for each separate violation of this chapter. Each day the violation of this chapter continues shall be considered a separate violation. (as added by Ord. #3113, Sept. 2002)

(K) This article is referenced and adopted from The International Property Maintenance Code, 2012 Edition, published by the International Code Council, Inc.”

This ordinance shall take effect upon second and final reading, the public welfare requiring same.

PASSED ON FIRST READING THIS 15TH DAY OF SEPTEMBER, 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS 6TH DAY OF OCTOBER,
2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. _____,
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 17 OF THE MORRISTOWN
MUNICIPAL CODE.

Be it ordained by the City Council for the City of Morristown that the text of Title 17 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

“TITLE 17

REFUSE AND TRASH DISPOSAL¹

CHAPTER

1. REFUSE STORAGE AND COLLECTION

CHAPTER 1

REFUSE STORAGE AND COLLECTION

SECTION

- 17-101. Definitions.
- 17-102. Premises to be kept in clean and sanitary condition.
- 17-103. Containers required; specifications; location; cleanliness.
- 17-104. Confiscation of unsuitable containers.
- 17-105. Disposition of wet garbage, leaves, light brush, lawn clippings, etc.
- 17-106. Bulk Waste Regulations.
- 17-107. Permit required for collecting refuse.
- 17-108. Maximum intervals for refuse collection.
- 17-109. Vehicle requirements.
- 17-110. Fees established, collection rules and regulations.
- 17-111. Depositing garbage, etc., on streets, etc., prohibited.
- 17-112. Service of orders by the inspections department.
- 17-113. Penalties for violation of this ordinance.

17-101. Definitions. For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

(1) “Ashes.” Such term shall include the waste products from coal, wood, and other fuels used for cooking and heating from all public and private residences and establishments.

(2) “Bulk Waste”. Such term shall mean furniture, bedding, appliances, and other refuse items that, by their size, shape, or weight, cannot be placed in a city provided container. This term specifically excludes construction waste.

¹Municipal code reference

Property maintenance regulations: Title 13.

(3) "Construction Waste." Such term shall mean materials from building construction, demolition, remodeling, or construction site preparation, including, but not limited to rocks, stumps, bricks, dirt, plaster, wood, roofing, and all types of building scrap materials.

(4) "Collector." Such term shall mean any person who collects, transports, or disposes of any refuse within the city.

(5) "Director." Such term shall mean the director of the Department of Public Works of the City.

(6) "Garbage." Such term shall include all household wastes, including, but not limited to, food waste, bottles, waste paper, cans, clothing, and general refuse. It shall exclude yard waste, construction waste, hazardous waste, human or animal excreta or fecal matter, dead animals, and bulk waste.

(7) "Hazardous Waste." Such term shall include any chemical, compound, mixture, substance or article which may constitute a hazard to health or may cause damage to property or persons by reason of being explosive, flammable, poisonous, corrosive, unstable, irritating, radioactive or otherwise harmful, as defined by the state in its statutes and regulations regarding hazardous waste.

(8) "Health officer." Such term shall mean the health authority of the city or his authorized representative.

(9) "Industrial Waste." Such term shall mean all wastes peculiar to industrial, manufacturing or processing plants.

(10) "Litter." Such term means all garbage, refuse, trash and all other waste material which, if thrown, deposited or left unattended as prohibited in this chapter, tends to create a danger to the public health, safety, and welfare.

(11) The term "Mechanically-Handled Container" or "MHC" shall mean those containers distributed by the city for refuse collection.

(12) "Nonresidential service." Such term means service to all service areas in the city, such service area being as defined by the Director, except those locations specified under residential service. Nonresidential service locations shall include but are not limited to federal, state, county and municipal government locations, universities and colleges, hospitals, lodges, clubs, labor unions, schools and churches, apartment complexes of five (5) or more units, and trailer park complexes of five (5) or more units, as well as business, commercial, industrial and office establishments. Classification as a nonresidential service location shall normally preclude classification as a residential service location.

(13) "Person" shall include any natural person, association, partnership, firm or corporation.

(14) "Recyclable material." Such term shall mean solid waste or waste materials capable of being made into other materials or products for materials, to include plastics, glass, aluminum, steel, newspaper, mixed paper, cardboard and other materials as identified by the Public Works Department.

(15) "Refuse." Such term shall include all garbage, rubbish, ashes, and all other putrescible and nonputrescible, combustible and noncombustible materials originating from the preparation, cooking, and consumption of food, market refuse, waste from the handling and sale of produce, and other similar unwanted materials, but shall not include sewage, body wastes, or recognizable industrial by-products, from all residences and establishments, public and private.

(16) "Residential service." Such term means service to single- or multiple-family dwelling units up to and including apartment complexes of four (4) units or less, and service to trailer park complexes of four (4) units or less.

(17) "Small commercial unit" shall mean any commercial unit requiring less than five (5) MHCs.

(18) "Yard Waste." Such term shall mean grass clippings, leaves, tree and shrubbery trimmings and other related yard waste materials accumulated by the property resident. It does not include land clearing operations or stump and other materials cut by private enterprise or professional tree trimmer.

(1979 Code, § 8-201, as amended by Ord. #2511, Aug. 1987, and replaced by Ord. #3395, June 2010)

17-102. Premises to be kept in clean and sanitary condition. All persons within the city shall keep their premises in a clean and sanitary condition, free from accumulations of refuse, offal, filth, and trash. Such persons shall store such refuse between intervals of collection or dispose of such materials in an MHC or other manner as may be prescribed by the health officer so as not to cause a nuisance or become injurious to the public health and welfare. (1979 Code, § 8-202, as replaced by Ord. #3395, June 2010)

17-103. Containers required; specifications; location; cleanliness.

(1) Each owner, occupant, tenant, subtenant, lessee, or others using or occupying any building, house, structure, or grounds within the corporate limits of the city where refuse materials or substances as defined in this chapter accumulate or are likely to accumulate, shall use an adequate number of MHCs for the storage of such refuse, or where capacity of the permitted number of MHCs is inadequate, use a commercially supplied container approved by the city's health officer. Each MHC shall not weigh more than fifty (50) pounds when full.

(2) Mechanically-handled containers. The refuse collection agency of the city is equipped to only handle containers mechanically. These MHCs shall be used by all persons from whom trash is collected, except for those persons qualifying for opting out of the city's plan as described in § 17-110. MHCs damaged through no fault of the city will not be replaced without charge. (1979 Code, § 8-203, as replaced by Ord. #3395, June 2010)

17-104. Confiscation of unsuitable containers. The official refuse collecting agency of the city is herein authorized to confiscate or to remove unapproved storage containers from the premises of residences and establishments, public and private, when, at the discretion of the inspections department, such containers are not suitable for the healthful and sanitary storage of refuse substances. Such unsatisfactory containers shall be removed and disposed of at a place and in a manner designated by the official collecting agency only after the owners of such containers have been duly notified of such impending action. (1979 Code, § 8-204, as replaced by Ord. #3395, June 2010)

17-105. Disposition of wet garbage, leaves, light brush, lawn clippings, etc. Wet garbage. Wet garbage or refuse must be drained of all liquids and wrapped in paper or other suitable material prior to placing it in an MHC. (Ord. #2511, Aug. 1987, as replaced by Ord. #3395, June 2010)

17-106. Bulk Waste Regulations.

(1) Residential bulk waste shall include stoves, refrigerators, water tanks, washer/dryers, furniture or similar bulky items having a weight greater than fifty (50) pounds or a volume greater than thirty-two (32) gallons. Residential bulky trash will be collected on a schedule determined by the director or his/her designee. Such refuse shall be kept separate from yard waste and shall be placed adjacent to and back of the curb, or adjacent to and back of the ditch, alley or street line if there is no curb, without blocking the roadway or any sidewalk or drainage ditch. Bulky trash may be put out for collection only on the property where it was generated. It may not be put out prior to the day before scheduled collection and must be out by 7:00 a.m. of that day.

(a) Bulky waste collection service is provided for residential properties only. Nonresidential generators are responsible for solid waste removal from their property to a permitted disposal site.

(b) The size of the pile of bulk waste placed for the city to pick up shall be no larger than five (5) feet long, three (3) feet tall, and four (4) feet wide.

(c) Bulky waste placed for collection at times other than designated by this section or in violation of any other section of this chapter shall be in violation and shall be subject to the penalties set forth in section 17-113 of this chapter.

(2) Residential yard waste shall include brush, leaves, grass cuttings and garden trimmings, weeds, and roots from which all dirt has been removed. Residential yard waste, not including brush and leaves, shall be deposited in disposable containers or in an MHC, provided that such refuse is loose in the container and not tightly compacted so to cause difficulty to the collector in removing the trash from said container. Each property owner within the limits of the city shall be entitled to have brush and leaves collected from each parcel of real property owned by him on a regular basis as designated by the Director; provided that any such pickup will be refused unless the property owner, his agent or tenant in charge of the premises shall comply with the following conditions:

(a) No garbage, refuse, bulky trash, or demolition materials is to be intermingled with the leaves, brush or branches to be collected.

(b) All leaves, brush or branches authorized for collection shall be placed as near as practicable to the roadway to the roadway in front of the premises without blocking the roadway or any sidewalk or drainage ditch.

(c) All brush or branches to be collected shall be sized so that no such branch exceeds ten (10) feet in length or twelve (12) inches in diameter. Stumps will not be collected.

(d) None of the provisions of this section shall apply to branches cut or trimmed from trees by any person engaged in the profession of tree trimming or branches that have been left on premises in violation of any applicable sections of this chapter or to any yard waste not resulting from the normal and routine maintenance of a yard, grounds, or residence. The business, contractor, or professional person shall be held responsible for any waste generated from performing this type of work on any property in the city. No waste from any service is permitted to be placed at the roadside.

(e) None of the provisions of this section shall apply to yard waste generated on a commercial property, nonresidential property, or by a business of any kind. Nor does it include yard waste generated from lot development or leveling and grading activities associated with new construction.

(3) Construction waste such as scrap lumber, plaster, roofing, concrete resulting from construction, repair, remodeling or demolition of any building or appurtenances on private property generated by a contractor or professional will not be removed by the Department of Public Works, and the owner must cause such materials and waste to be privately removed.

(4) Industrial waste and hazardous waste shall be disposed of by the industry, manufacturer or processing plant generating such waste under such methods and conditions as shall be approved by the state.

(5) Prohibited substances and practices. The following substances are prohibited and shall not be deposited in containers serviced by the city or its contractor:

(a) Flammable liquids, solids or gases, such as gasoline, benzene, alcohol or other similar substances.

(b) All pathogenic and radioactive waste, which shall be disposed of by the institution generating such waste under conditions as shall be approved by the state.

(c) Any material that could be hazardous or injurious to city employees or their contractor and/or could cause damage to city or their contractor's equipment.

(d) Construction waste as defined in this section.

(e) Hot materials such as ashes, cinders, etc.

(f) Human or animal waste, unless it is placed and secured in a plastic bag or suitable paper bag.

(g) Infectious wastes as classified below:

(h) Isolation wastes. Wastes contaminated by patients who are isolated due to communicable disease as provided in the U.S. Centers for Disease Control Guidelines for Isolation Precautions in Hospitals (July 1983).

(i) Cultures and stocks of infectious agents and associated biological cultures and stocks of infectious agents, including specimen cultures from medical and pathological laboratories, waste from the production of biologicals, discarded lived and attenuated vaccines, and cultural dishes and devices used to transfer, inoculate, and mix cultures.

(j) Human blood and blood products. Waste human blood and blood products such as serum, plasma, and other blood components.

(k) Pathological wastes. Pathological wastes such as tissues, organs, body parts, and body fluids that are removed during surgery and/or autopsy.

(l) Discarded sharps. All discarded sharps (e.g. hypodermic needles, syringes, Pasteur pipettes, broken glass, scalpel blades) used in patient care, medical research, or industrial laboratories.

(m) Contaminated animal carcasses, body parts, and bedding of animals that were intentionally exposed to pathogens in research, in the production of biologicals or in the in vitro testing of pharmaceuticals.

(n) Facility-specified wastes. Other wastes determined to be infectious by a written facility policy.

(o) Human and/or animal remains shall be prohibited from being placed in garbage containers.

(p) It shall be unlawful for any person to move, remove, reset, scatter, tamper with, use, carry away, deface, mutilate, destroy, damage, or interfere with any garbage container or bulk waste pile.

17-107. Permit required for collecting refuse. No person shall engage in the business of collecting refuse or removing the contents of any refuse container, for any purpose whatsoever, which does not possess a permit to do so from the city. Such permits may be issued only after the applicant's capability of complying with the requirements of this chapter has been fully determined. The City Administrator is authorized to promulgate and publish minimum standards required to qualify for such a permit. Such permits may be suspended or revoked upon the violation of any of the terms of this chapter. (1979 Code, § 8-207, as replaced by Ord. #3395, June 2010)

17-108. Maximum intervals for refuse collection. All refuse shall be collected frequently to prevent the occurrence of nuisances and public health problems. Such collections shall normally be made at regularly scheduled intervals of not less than once each week. The collection of refuse within the city shall be under the direct supervision of the city administrator or his authorized representative. (1979 Code, § 8-208, as replaced by Ord. #3395, June 2010)

17-109. Vehicle requirements. The collection of refuse shall be by means of city vehicles, or in the case of private collectors and haulers, with beds constructed of impervious materials and easily cleanable and so constructed that there will be no leakage of liquids draining from the refuse onto the streets and public thoroughfares. Provisions shall be made to prevent the scattering of refuse over the streets and thoroughfares by effective coverings or closed truck beds. (1979 Code, § 8-209, as replaced by Ord. #3395, June 2010)

17-110. Fees established, collection rules and regulations. (1) Fee established. There is hereby established a residential, nonresidential and small commercial garbage service user fee to be charged to and collected from each household unit and small commercial unit in the city of Morristown, Tennessee on a monthly basis.

(2) Fee amount. The residential and small commercial garbage service user fee is established at the rate of ten dollars (\$10.00) per month per MHC located at the premises.

(3) Excluded service. The city will not provide garbage collection for industrial or large commercial units.

(4) Placement of MHCs. All refuse must be placed in the MHC at the curb of a public city street prior to 7:30 A.M. on the designated collection day and removed the same day.

(5) Provision of MHCs. One (1) MHC will be furnished at no cost and additional MHCs may be purchased, all as shown in the following table. If the allowable number of MHCs is insufficient to service the unit(s), then the unit(s) must contract with a permitted collection hauler for collection service. The following table shows the number of MHCs furnished by the city and the number of MHCs which may be purchased for the various units.

<u>CUSTOMER</u>	<u>FURNISHED</u>	<u>PURCHASE</u>
Small commercial, single family, town homes, separately-owned condominiums	1	1
2, 3, or 4 unit structures	2	2
5 or 6 unit structures	3	3
7 or 8 unit structures	4	4
9 or 10 unit structures	5	5

The maximum number of MHCs, including purchased MHCs, at a single structure multi-family dwelling or mobile home park, shall not exceed ten (10) carts. Multi-family dwellings within the same complex under separate ownership will be considered as separate structures. For example, if three (3) ten (10) unit structures are located in one (1) complex and each is separately owned, then fifteen (15) MHCs would be furnished. (1979 Code, § 8-210, as replaced by Ord. #3395, June 2010)

17-111. Depositing garbage, etc., on streets, etc., prohibited. No person shall throw any garbage or other vegetable matter on any of the streets or other public places of the city. (1979 Code, § 8-212, as replaced by Ord. #3395, June 2010)

17-112. Service of orders by the inspections department. It shall be the duty of the inspections department to issue orders requiring the proper handling of garbage and refuse on private and public premises to owners, occupants, tenants, or lessees of such properties where violations of this chapter are known to exist. Such orders shall provide that such violations be corrected within the time specified by the inspections department. (1979 Code, § 8-213, as replaced by Ord. #3395, June 2010)

17-113. Penalties for violations of this ordinance.

(1) Any person violating the provisions of this chapter shall be guilty of a misdemeanor and punished as provided in the general provisions of the City Code. Each day that a continuing violation of this chapter is maintained or permitted to remain shall constitute a separate offense.

(2) Any person violating the provisions of this chapter may be assessed a civil penalty by the city not to exceed seventy-six dollars (\$76.00) per day and the repayment of administration costs incident to the correction of the municipal violation up to five hundred dollars (\$500.00) for each day of violation. Each day of violation shall constitute a separate offense for which the person in violation will be liable.

(3) In addition to the civil penalty in subsection (b) above, the city may recover all damages proximately caused by the violator to the municipality, which may include any reasonable expenses incurred in investigating violations and enforcing violations of this chapter.

(4) The city may bring legal action to enjoin the continuing violation of this chapter, and the existence of any other remedy, at law or in equity, shall be no defense to any such actions.

(5) The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal, that one or more of the remedies set forth herein has been sought or granted.”

This ordinance shall take effect upon second and final reading, the public welfare requiring same.

PASSED ON FIRST READING THIS 15TH DAY OF SEPTEMBER, 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS 6TH DAY OF OCTOBER, 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
REGION 1 STATE AID ROADS OFFICE**

P. O. BOX 58
KNOXVILLE, TENNESSEE 37901
(865) 594-2454

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

MEMORANDUM

TO: Mayor Gary Chesney, City of Morristown

FROM: Mr. Wayne R. Lockett – Regional State Aid Road Office

SUBJECT: Signature Sheets for State Aid Projects

DATE: September 4, 2015

Attached you will find the contracts for your pending West 2nd North Street bridge over Turkey Creek Bridge Grant Project No. 32SAB1-S3-002 and S. Henry Street bridge over Turkey Creek Bridge Grant Project No. 32-455-3510-04. Please sign, date, and place title where indicated by red tabs on each sheet. Return these sheets, **without folding**, as soon as possible to our office at the following address:

Tennessee Department of Transportation
ATTN: State Aid Office
7345 Region Lane
Post Office Box 58
Knoxville, TN 37901

Thank you for your cooperation in this matter.



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

*State-Aid Roads
P.O. Box 58
Knoxville, Tennessee 37901*

September 4, 2015

Mayor Gary Chesney
City of Morristown
P.O. Box 1499
Morristown, TN 37816

Subject: Consultant Fees on TDOT Bridge
Grant Project No. 32SAB1-S3-
002 and TDOT Bridge Grant
Project No. 32-455-3510-0

Dear Mr. Chesney:

The consultant fees on TDOT Bridge Grant Project No. 32SAB1-S3-002, West 2nd North Street bridge over Turkey Creek, and TDOT Bridge Grant Project No. 32-455-3510-0, S. Henry Street bridge over Turkey Creek, are in excess of fees typically incurred on such projects as these. The fees are not comparable to any other consultant's fees on any of the fifty-nine projects currently open with the Region I State Aid Office. After discussing this with Headquarters State Aid Office we have come to the resolution that the State Aid Office will pay fifteen percent (15%) of the total bid item price for Item 720-04.80 Consultant Engineering Fee. Any portion of the consultant's fee agreed upon by the City of Morristown over the fifteen percent (15%) will be at the city's expense. Please contact our office with any questions or concerns in regard to this matter.

Region I State Aid Office (865)594-2454

Sincerely,

A handwritten signature in blue ink that reads "Wayne R. Lockett". The signature is stylized with a large, looped "W" and a "D" at the end of the last name.

Wayne R. Lockett
Operations Specialist 3
Regional State-Aid Office

TDOT Standard Contract Summary Form

Originating Office Maintenance Division – Charles King

Return signed contract to Jamica Cook – State Aid Office 741-2028

Original Contract ☒ Amendment ☐

Contract ☐ Grant ☐

Grantor: City of Morristown Hamblen County

Amount: \$257,800.68 per yr./Term/Life of Project

	Federal	
98%	State	\$ 252,644.66
2%	Local	\$ 5,156.02

Term: On or Before November 1, 2016 Ext. _____

State Aid/Bridge No. : 320A6970001

Project Number: 32SAB1-S3-002

Description of Work or Purpose of Contract/Amendment: To replace an inadequate bridge for hydraulic and functional improvement and for the safety of the driving public.

Method of Procurement:

- ☐ Low Bid
☐ F&A Service RFP
☐ Negotiated pursuant to F&A regs
☐ Brooks Act
☐ UT Contract Authority
☒ Other Bridge Grant Program

If amendment, date and value of original contract: _____ \$ _____

Division Recommends for Commissioner's Signature: _____

Bureau Recommends for Commissioner's Signature: _____

Certified as to Availability of Funds: _____
Director of Finance

1990 BRIDGE GRANT CONTRACT

THIS AGREEMENT is entered into between the State of Tennessee, Department of Transportation, hereinafter referred to as the "Department" and the City of Morristown in Hamblen County hereinafter referred to as the "Local Government" for the purpose of providing for the construction of a bridge in accordance with the "1990 Bridge Grant Program" (T.C.A., Section 54-4-501 et seq.)

WITNESSETH:

WHEREAS, the Local Government has prepared plans and specifications by an engineer registered in Tennessee for the replacement of the herein described bridge (hereafter "project") in accordance with the AASHTO Standard Specifications for Highway Bridges, 15th Edition, 1992, with Addenda, and the parties want to enter into agreement to provide for the construction of the project.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. PROJECT DESCRIPTION

Project No.: 32SAB1-S3-002 Bridge No.: 320A6970001

Bridge Location No.: 32-0A697-0.75

Road Name: West 2nd North Street

Registered Engineer: Mattern & Craig

Contractor's Name: Southern Constructors, Inc.

Description of Project:

Rehabilitation of a single span bridge on West 2nd North Street over Turkey Creek. The existing foundations are to remain in place. A 22'3/4" x 42'0" precast cone slab will be added to the foundations. This contract includes removal of structures, sidewalks, traffic control, erosion control measures, paving and striping approaches, and seeding and sodding R.O.W. The City will not do any portion of work on the project.

Construction Schedule: Work to begin within 30 days of execution of this Contract and to be completed on or before November 1, 2016.

2. FUNDING

The parties understand that funding for the project will be shared between them whereby the Department will pay a maximum of eighty (98%) per cent of the actual cost and the Local Government will pay a minimum of twenty (2%) per cent of the actual cost and that the Local Government's share of the Bridge Grant Program Funds may be provided by its' funds and in-kind project work approved by the commissioner, or either of them, wholly or partly. Provided if the actual cost of the project exceeds the estimated cost, the difference between the estimated cost and the actual cost shall first be payable from any unexpended balance of the current fiscal year program funds allocated to the Local Government and the Local Government's required pro rata contribution, and then, to the extent necessary, be paid from Local Government funds or from appropriately matched State-aid funds in accordance with Tennessee Code Annotated, Section 54-4-404.

The parties agree that the estimated cost of the project and the division of that cost will be as follows:

Department share:	<u>\$ 252,644.66</u>	
Local Gov't share:		
Cash/In-Kind:	<u>\$5,156.02</u>	(Includes <u>\$ 0.00</u> for Consultant Engineer's Fee)
Total:	<u>\$ 5,156.02</u>	
Overall total:	<u>\$ 257,800.68</u>	

The Department has encumbered its share of the project cost which will be available for payment to the extent required to the Local Agency upon satisfactory completion of said project. In the event the work under the contract is not completed in the current fiscal year, the encumbered funds will be carried over to the next fiscal year.

3. 1990 BRIDGE GRANT PROGRAM GUIDELINES

The Local Government will adhere to the 1990 Bridge Grant Program Guidelines and its own adopted rules and regulations, and hereby certifies that these guidelines, rules and regulations will be carried out.

4. CONTROL AND SUPERVISION

The project will be constructed in accordance with the Department's Standard Specifications For Road and Bridge Construction, 2006, the approved plans and special provisions, and the Manual On Uniform Traffic Control Devices, under the sole direction of the Local Government, through an engineer who has been registered pursuant to Tennessee law, acting as an independent contractor, it being understood that the Department shall not be liable for any act or omission of the County during the progress of the work. The Local Government shall be solely responsible for the maintenance of the project.

The final determination of actual costs allowable under the terms of this Contract shall be based upon a final review and approval by the Department of quantities and agreed unit prices, certified to by the registered engineer. The Local Government shall permit, and shall require its contractor to permit the Department to inspect all work, materials, payrolls, and other data and records with regard to the project and to audit the books, records and accounts of the Local Government and its contractor with regard to the project. Such records shall be retained for this purpose for a period of not less than three years following completion of the project.

5. DEBARRED CONTRACTORS

The Local Government certifies that the contractor has not been debarred from performing the project under Federal or Tennessee law.

6. NATIONAL BRIDGE INSPECTION STANDARDS

The Local Government certifies that no bridge under its jurisdiction is being used contrary to requirements of the National Bridge Inspection Standards.

7. FEDERAL AND STATE LAWS

The local government agrees to comply with all applicable federal and state laws, rules and regulations in the performance of its duties under this agreement. The parties hereby agree that failure of the Local Government to comply with this provision shall constitute a material breach of the agreement and subject the Local Government to the repayment of all damages suffered by the State and/or the Tennessee Department of Transportation as a result of said breach.

County:City of Morristown Hamblen Project No.:32SAB1-S3-002 Bridge Loc. No.:32-0A697-0.75

10. ESTIMATED QUANTITIES OF WORK AND AGREED UNIT PRICES

PAY ITEMS

Estimated Roadway Quantities

Item No.	Description	Quantity	Unit	Unit Price	Amount
105-01	Construction Stakes, Lines, and Grades	1	LS	\$14,000.00	\$ 14,000.00
203-01	Road & Drainage Excavation (Unclassified)	50	CY	\$55.00	\$ 2,750.00
209-08.03	Temporary Silt Fence	60	LF	\$12.00	\$ 720.00
303-01	Mineral Aggregate, Type A Base, Grading D	30	Ton	\$40.00	\$ 1,200.00
307-01.01	Asphalt Concrete Mix (PG64-22) (BPMB-HM) Grading A	12	Ton	\$400.00	\$ 4,800.00
307-01.08	Asphalt Concrete Mix (PG64-22) (BPMB-HM) Grading B-M2	8	Ton	\$400.00	\$ 3,200.00
402-01	Bituminous Material for Prime Coat (PC)	0.1	Ton	\$800.00	\$ 80.00
403-01	Bituminous Material for Tack Coat (TC)	0.1	Ton	\$800.00	\$ 80.00
411-01.10	Asphalt Concrete Mix (PG64-22) (BPMB-HM) Grading D	5	Ton	\$450.00	\$ 2,250.00
604-01.04	1-1/2" Steel Pipe Handrail	10	LF	\$250.00	\$ 2,500.00
701-01.01	Concrete Sidewalk (4")	119	SF	\$8.00	\$ 952.00
702-03	Concrete Combined Curb & Gutter	3	CY	\$400.00	\$ 1,200.00
707-01.11	Chain Link Fence (6 ft.)	30	LF	\$60.00	\$ 1,800.00
712-01	Traffic Control	1	LS	\$15,000.00	\$ 15,000.00
712-06	Signs (Construction)	161	SF	\$15.00	\$ 2,415.00
712-07.03	Temporary Barricades (Type III)	60	LF	\$20.00	\$ 1,200.00
716-13.06	Spray Thermo Pvmnt Mrkng (40mil.)(4in. Line)	0.1	LM	\$15,000.00	\$ 1,500.00
717-01	Mobilization	1	LS	\$20,000.00	\$ 20,000.00
720-04.80	Consultant Engineering Fee	1	LS	15%	\$ 33,626.18
801-03	Water (Seeding and Sodding)	1	MG	\$200.00	\$ 200.00
803-01	Sodding (New Sod)	100	SY	\$15.00	\$ 1,500.00

Estimated Bridge Quantities

202-04.01 Removal of Structures (Br. ID No.320A6970001)	1	LS	\$30,000.00	\$ 30,000.00
204-11 Bridge Excavation (Unclassified)	170	CY	\$55.00	\$ 9,350.00
303-01.02 Granular Backfill (Bridges)	298	Ton	\$45.00	\$13,410.00
604-02.03 Epoxy Coated Reinforcing Steel	7,169	lb.	\$1.25	\$ 8,961.25
604-03.01 Class A Concrete (Bridges)	19	CY	\$950.00	\$18,050.00
604-03.02 Steel Bar Reinforcement (Bridges)	3,151	lb.	\$1.75	\$ 5,514.25
604-03.09 Class D Concrete (Bridge Deck)	58	CY	\$650.00	\$37,700.00
604-04.01 Applied Texture Finish (New Structures)	41	SY	\$22.00	\$ 902.00
604-05.31 Bridge Deck Grooving (Mechanical)	73	SY	\$100.00	\$ 7,300.00
620-05 Concrete Parapet with Structural Tubing	44	LF	\$300.00	\$13,200.00
793-13.09 2 in. Schedule 40PVC	22	LF	\$20.00	\$ 440.00
793-14.30 Fiberoptic Pull Box (12 in. x 12 in.)	2	EA	\$1,000.00	\$ 2,000.00

TOTAL BID ITEMS: \$224,174.50

NON-PAY ITEMS \$0
CONSULTANT FEE 15% \$33,626.18
Subsurface Investigation \$0

TOTAL NON-PAY ITEMS \$0

TOTAL CONTRACT AMOUNT \$257,800.68

The undersigned verifies that he/she is the duly authorized chief administrative officer for **The City of Morristown in Hamblen County.**

~~CLAIBORNE COUNTY~~ **HAMBLEN COUNTY**

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
Mayor Gary Chesney
City of Morristown

BY: _____
John C. Schroer
Commissioner

Date: _____

APPROVED AS TO FORM AND LEGALITY

BY: _____
John Reinbold
General Counsel



BRIDGE REPLACEMENT
RIGHT-OF-WAY AGREEMENT

CITY	City of Morristown
COUNTY	Hamblen
BRIDGE NO.	320A6970001
BRIDGE LOCATION NO.	32-0A697-0.75
S.A. ROUTE NO.	
LOCAL ROAD NAME	West 2 nd North Street

TO: MR. WAYNE R. LOCKETT
REGIONAL STATE-AID OFFICE
TENNESSEE DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAYS
POST OFFICE BOX 58
KNOXVILLE, TENNESSEE 37901

You are hereby advised that **City of Morristown in Hamblen County** (Local Governmental Agency) has secured or has instituted condemnation proceedings to secure a necessary Right-of-Way and all necessary easements for the construction of the above captioned bridge replacement project, and has entered into agreement with the public and private utilities owning facilities necessary to be relocated. It is also agreed that **City of Morristown in Hamblen County** (Local Governmental Agency) will assume the responsibility for the removal of all fences and other obstructions within the Right-of-Way limits.

CITY OF MORRISTOWN IN HAMBLEN COUNTY

LOCAL GOVERNMENTAL AGENCY

BY: _____
NAME

TITLE

DATE: _____



BRIDGE REPLACEMENT
RIGHT-OF-WAY AGREEMENT

CITY	City of Morristown
COUNTY	Hamblen
BRIDGE NO.	320A6970001
BRIDGE LOCATION NO.	32-0A697-0.75
S.A. ROUTE NO.	
LOCAL ROAD NAME	West 2 nd North Street

TO: MR. WAYNE R. LOCKETT
REGIONAL STATE-AID OFFICE
TENNESSEE DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAYS
POST OFFICE BOX 58
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CITY OF MORRISTOWN IN HAMBLEN COUNTY

LOCAL GOVERNMENTAL AGENCY

BY: _____
NAME

TITLE

DATE: _____

1990 STATE GRANT BRIDGE PROGRAM (F.Y. 2015)

METHOD OF COMPUTING CONSULTANT ENGINEER'S FEE

CITY OF MORRISTOWN

HAMBLEN COUNTY

BR. LOC. NO. 32-0A697-0.75

PROJECT NO. 32SAB1-53-002

WEST 2ND North Street over TURKEY CREEK

CONSULTANT NAME MATTERN & CRAIG

CONTRACT BID ITEMS \$ 224,174.50

CLEARING AND GRUBBING \$ _____

BRIDGE APPROACH CONSTRUCTION \$ _____

BRIDGE APPROACH PAVING \$ _____

_____ \$ _____

_____ \$ _____

1) TOTAL CONSTRUCTION ITEMS
TO BE INCLUDED IN CONSULTANT
ENGINEERING FEE \$ 224,174.50

PERCENT OF ENGINEERING FEE: 15 %

1) \$ 224,174.50 times 0.15 = \$ 33,626.18
Consultant Engineer's Fee

Wayne R. Lockett

Wayne R. Lockett
Sr. Transportation Project Spec.
Regional State-Aid Office

[Return to Agenda](#)

CITY OF Morrisville
Hamilton Co.

Bn 100. No. 32-00697-0.75
West 2nd North St. 0000 Turkey Creek

Form A
REVISED 3-29-94

1990 Bridge Grant Program
Computations for County Match requirements

(1) Total Contract Amount (pay and non-pay items) of 257,800.68
(a)

times $\frac{10}{2}\%$ equals minimum match requirement of 5,156.02
(b)

(2) Required match 5,156.02 less actual match (non-pay items not
(b)
including engineering fee) of _____ less engineering fee
of _____ equals * 5,156.02 to be deducted from pay
(d) (e)
item total. (* If less than zero then use zero)

(3) Pay item total of 257,800.68 minus deficient match of
* 5,156.02 equals State share of 252,644.66. (* If less than
(e) (f)
zero then use zero)

(4) County share of _____ plus _____ plus 5,156.02
(c) in kind (d) cash match (e) cash match
equals 5,156.02
(g)

(5) State share of 252,644.66 plus county share of 5,156.02 equals
(f) (g)
257,800.68
(a)



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

*State-Aid Roads
P.O. Box 58
Knoxville, Tennessee 37901*

August 19, 2015

Mayor Gary Chesney
City of Morristown
P.O. Box 1499
Morristown, TN 37816

Subject: Consultant Fees on TDOT Bridge
Grant Project No. 32SAB1-S3-
002 and TDOT Bridge Grant
Project No. 32-455-3510-0

Dear Mr. Chesney:

The consultant fees on TDOT Bridge Grant Project No. 32SAB1-S3-002, West 2nd North Street bridge over Turkey Creek, and TDOT Bridge Grant Project No. 32-455-3510-0, S. Henry Street bridge over Turkey Creek, are in excess of fees typically incurred on such projects as these. The fees are not comparable to any other consultant's fees on any of the fifty-nine projects currently open with the Region I State Aid Office. Our current projects range between eight percent (8%) and fifteen percent (15%). After discussing this with the Tennessee Department of Transportation Head Quarters State Aid Office we have come to the resolution that the State Aid Office will pay fifteen percent (15%) of the total bid item price for Item 720-04.80 Consultant Engineering Fee. Any portion of the consultant's fee agreed upon by the City of Morristown over the fifteen percent (15%) will be at the city's expense. Please contact our office with any questions or concerns in regard to this matter.

Region I State Aid Office (865)594-2454

Sincerely,

A handwritten signature in blue ink that reads "Wayne R. Lockett". The signature is stylized with a large, looped "W" and a cursive "Lockett".

Wayne R. Lockett
Operations Specialist 3
Regional State-Aid Office

TDOT Standard Contract Summary Form

Originating Office Maintenance Division – Charles King

Return signed contract to Jamica Cook – State Aid Office 741-2028

Original Contract ☒ Amendment ☐

Contract ☐ Grant ☐

Grantor: City of Morristown Hamblen County

Amount: \$ 315,344.38 per yr./Term/Life of Project

	<u>Federal</u>	
<u>98%</u>	State	<u>\$ 309,037.49</u>
<u>2%</u>	Local	<u>\$ 6,306.89</u>

Term: On or Before November 1, 2016 Ext. _____

State Aid/Bridge No. : 320A71160001

Project Number: 32-455-3510-04

Description of Work or Purpose of Contract/Amendment: To replace an inadequate bridge for hydraulic and functional improvement and for the safety of the driving public.

Method of Procurement:

- ☐ Low Bid
- ☐ F&A Service RFP
- ☐ Negotiated pursuant to F&A regs
- ☐ Brooks Act
- ☐ UT Contract Authority
- ☒ Other Bridge Grant Program

If amendment, date and value of original contract: _____ \$ _____

Division Recommends for Commissioner's Signature: _____

Bureau Recommends for Commissioner's Signature: _____

Certified as to Availability of Funds: _____
Director of Finance

1990 BRIDGE GRANT CONTRACT

THIS AGREEMENT is entered into between the State of Tennessee, Department of Transportation, hereinafter referred to as the "Department" and the City of Morristown in Hamblen County hereinafter referred to as the "Local Government" for the purpose of providing for the construction of a bridge in accordance with the "1990 Bridge Grant Program" (T.C.A., Section 54-4-501 et seq.)

WITNESSETH:

WHEREAS, the Local Government has prepared plans and specifications by an engineer registered in Tennessee for the replacement of the herein described bridge (hereafter "project") in accordance with the AASHTO Standard Specifications for Highway Bridges, 15th Edition, 1992, with Addenda, and the parties want to enter into agreement to provide for the construction of the project.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. PROJECT DESCRIPTION

Project No.: 32-455-3510-04 Bridge No.: 320A71160001

Bridge Location No.: 32-0A683-0.73

Road Name: S. Henry Street

Registered Engineer: Mattern & Craig

Contractor's Name: Summers-Taylor, Inc.

Description of Project:

Construction of a 22'0" single span reinforced concrete deck girder bridge on a 90° skew, on S. Henry Street over Turkey Creek. The project includes removal of structures, Traffic control, erosion control measures, placing rip-rap, paving and striping approaches, and seeding and mulching R.O.W. The City will not do any portion of work on the project.

Construction Schedule:

Work to begin within 30 days of execution of this Contract and to be completed on or before November 1, 2016.

2. FUNDING

The parties understand that funding for the project will be shared between them whereby the Department will pay a maximum of eighty (98%) per cent of the actual cost and the Local Government will pay a minimum of twenty (2%) per cent of the actual cost and that the Local Government's share of the Bridge Grant Program Funds may be provided by its' funds and in-kind project work approved by the commissioner, or either of them, wholly or partly. Provided if the actual cost of the project exceeds the estimated cost, the difference between the estimated cost and the actual cost shall first be payable from any unexpended balance of the current fiscal year program funds allocated to the Local Government and the Local Government's required pro rata contribution, and then, to the extent necessary, be paid from Local Government funds or from appropriately matched State-aid funds in accordance with Tennessee Code Annotated, Section 54-4-404.

The parties agree that the estimated cost of the project and the division of that cost will be as follows:

Department share:	<u>\$ 309,037.49</u>	
Local Gov't share:		
Cash/In-Kind:	<u>\$6,306.89</u>	(Includes <u>\$ 0.00</u> for Consultant Engineer's Fee)
Total:	<u>\$ 6,306.89</u>	
Overall total:	<u>\$ 315,344.38</u>	

The Department has encumbered its share of the project cost which will be available for payment to the extent required to the Local Agency upon satisfactory completion of said project. In the event the work under the contract is not completed in the current fiscal year, the encumbered funds will be carried over to the next fiscal year.

3. 1990 BRIDGE GRANT PROGRAM GUIDELINES

The Local Government will adhere to the 1990 Bridge Grant Program Guidelines and its own adopted rules and regulations, and hereby certifies that these guidelines, rules and regulations will be carried out.

4. CONTROL AND SUPERVISION

The project will be constructed in accordance with the Department's Standard Specifications For Road and Bridge Construction, 2006, the approved plans and special provisions, and the Manual On Uniform Traffic Control Devices, under the sole direction of the Local Government, through an engineer who has been registered pursuant to Tennessee law, acting as an independent contractor, it being understood that the Department shall not be liable for any act or omission of the County during the progress of the work. The Local Government shall be solely responsible for the maintenance of the project.

The final determination of actual costs allowable under the terms of this Contract shall be based upon a final review and approval by the Department of quantities and agreed unit prices, certified to by the registered engineer. The Local Government shall permit, and shall require its contractor to permit the Department to inspect all work, materials, payrolls, and other data and records with regard to the project and to audit the books, records and accounts of the Local Government and its contractor with regard to the project. Such records shall be retained for this purpose for a period of not less than three years following completion of the project.

5. DEBARRED CONTRACTORS

The Local Government certifies that the contractor has not been debarred from performing the project under Federal or Tennessee law.

6. NATIONAL BRIDGE INSPECTION STANDARDS

The Local Government certifies that no bridge under its jurisdiction is being used contrary to requirements of the National Bridge Inspection Standards.

7. FEDERAL AND STATE LAWS

The local government agrees to comply with all applicable federal and state laws, rules and regulations in the performance of its duties under this agreement. The parties hereby agree that failure of the Local Government to comply with this provision shall constitute a material breach of the agreement and subject the Local Government to the repayment of all damages suffered by the State and/or the Tennessee Department of Transportation as a result of said breach.

8. APPROPRIATIONS OF FUNDS

SUBJECT TO FUNDS AVAILABILITY: The **Grant** is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or/are otherwise unavailable, the State reserves the right to terminate the **Grant** upon written notice to the **Grantee**. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the **Grantee** shall cease all work associated with the **Grant**. Should such an event occur, the **Grantee** shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the **Grantee** shall have no right to recover from the State any actual, general, special, incidental, consequential or any other damages whatsoever of any description or amount.

9. RECORDS AND AUDIT

RECORDS: The **Grantee** shall maintain documentation for all charges against the State under this **Grant**. The books, records, and documents of the **Grantee**, insofar as they relate to the work performed or money received under this **Grant**, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

County:City of Morristown Hamblen Project No.: 32-455-3510-04 Bridge Loc. No.: 32-0A683-0.73

10. ESTIMATED QUANTITIES OF WORK AND AGREED UNIT PRICES

PAY ITEMS

Estimated Roadway Quantities

Item No.	Description	Quantity	Unit	Unit Price	Amount
105-01	Construction Stakes, Lines, and Grades	1	LS	\$2,000.00	\$ 2,000.00
203-01	Road & Drainage Excavation (Unclassified)	50	CY	\$95.00	\$ 4,750.00
209-05	Sediment Removal	5	CY	\$25.00	\$ 125.00
209-08.02	Temporary Silt Fence (with backing)	200	LF	\$5.00	\$ 1,000.00
209-09.04	Sediment Filter Bag (15'x 10')	1	EA	\$750.00	\$ 750.00
303-01	Mineral Aggregate, Type A Base, Grading D	120	Ton	\$50.00	\$ 6,000.00
303-10.01	Mineral Aggregate (size 57)	60	Ton	\$50.00	\$ 3,000.00
307-01.01	Asphalt Concrete Mix (PG64-22) (BPMB-HM) Grading A	12	Ton	\$50.00	\$ 600.00
307-01.08	Asphalt Concrete Mix (PG64-22) (BPMB-HM) Grading B-M2	20	Ton	\$215.00	\$ 4,300.00
402-01	Bituminous Material for Prime Coat (PC)	13	Ton	\$215.00	\$ 2,795.00
403-01	Bituminous Material for Tack Coat (TC)	0.2	Ton	\$400.00	\$ 80.00
411-01.10	Asphalt Concrete Mix (PG64-22) (BPMB-HM) Grading D	0.1	Ton	\$750.00	\$ 75.00
607-37.01	15" Corrugated Metal Pipe Culvert	8	LF	\$240.00	\$ 1,920.00
701-01.01	Concrete Sidewalk (4")	20	SF	\$100.00	\$ 2,000.00
709-05.05	Machined Rip-Rap (Class A-3)	25	Ton	\$50.00	\$ 1,250.00
712-01	Traffic Control	1	LS	\$5,000.00	\$ 5,000.00
712-06	Signs (Construction)	126	SF	\$5.00	\$ 630.00
712-07.03	Temporary Barricades (Type III)	40	LF	\$6.00	\$ 240.00
716-13.06	Spray Thermo Pvmr Mrkng (40mil.) (4in. Line)	0.1	LM	\$6,000.00	\$ 600.00
717-01	Mobilization	1	LS	\$11,000.00	\$11,000.00
720-04.80	Consultant Engineering Fee	1	LS	15%	\$ 41,131.88
740-10.03	Geotextile (Type III) (Erosion Control)	150	SY	\$ 4.50	\$ 675.00
795-01.03	6in. DIP Restrained Joint Water Line	70	LF	\$ 65.00	\$ 4,550.00
795-06.04	Connect to 6in. Water Line	2	EA	\$1,750.00	\$ 3,500.00
795-08.04	6in. Gate Valve Assembly	2	EA	\$ 700.00	\$ 1,400.00
795-10.04	1in. Manual Air Release Valve Assembly	1	EA	\$3,000.00	\$ 3,000.00
795-13.01	DI Fittings	450	lb.	\$ 3.50	\$ 1,575.00
795-13.04	Bridge Hanger System	1	LS	\$1,500.00	\$ 1,500.00
801-02	Seeding (without mulch)	3	UNIT	\$ 20.00	\$ 60.00
801-03	Water (Seeding and Sodding)	1	MG	\$ 25.00	\$ 25.00
805-12.01	Erosion Control Blanket (Type I)	350	SY	\$ 0.85	\$ 297.50

Estimated Bridge Quantities

Item No.	Description	Quantity	Unit	Unit Price	Amount
202-04.01	Removal of Structures (Br. ID No.320A6970001)	1	LS	\$14,500.00	\$ 14,500.00
204-10.01	Foundation Preparation (Abutment No. 1)	1	LS	\$30,000.00	\$ 30,000.00
204-10.02	Foundation Preparation (Abutment No. 2)	1	LS	\$7,500.00	\$ 7,500.00
204-11	Bridge Excavation (Unclassified)	211	CY	\$65.00	\$ 13,715.00
303-01.02	Granular Backfill (Bridges)	829	Ton	\$35.00	\$ 29,015.00
604-02.03	Epoxy Coated Reinforcing Steel	5,404	lb.	\$1.75	\$ 9,457.00
604-03.01	Class A Concrete (Bridges)	49	CY	\$800.00	\$ 39,200.00
604-03.02	Steel Bar Reinforcement (Bridges)	4,307	lb.	\$2.00	\$ 8,614.00
604-03.09	Class D Concrete (Bridge Deck)	41	CY	\$975.00	\$ 39,975.00
604-04.01	Applied Texture Finish (New Structures)	41	SY	\$15.00	\$ 615.00
604-05.31	Bridge Deck Grooving (Mechanical)	59	SY	\$20.00	\$ 1,180.00
620-05	Concrete Parapet with Structural Tubing	44	LF	\$300.00	\$ 13,200.00
710-09.01	6" Perforated Pipe with Vertical Drain System	80	LF	\$25.00	\$ 2,000.00
710-09.02	6" Pipe Underdrain	17	LF	\$32.00	\$ 544.00

TOTAL BID ITEMS: \$274,212.50

NON-PAY ITEMS \$0
CONSULTANT FEE 15% \$41,131.88
Subsurface Investigation \$0

TOTAL NON-PAY ITEMS \$0

TOTAL CONTRACT AMOUNT \$315,344.38

The undersigned verifies that he/she is the duly authorized chief administrative officer for **The City of Morristown in Hamblen County.**

~~CLAIBORNE COUNTY~~ **HAMBLEN COUNTY**

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
Mayor Gary Chesney
City of Morristown

BY: _____
John C. Schroer
Commissioner

Date: _____

APPROVED AS TO FORM AND LEGALITY

BY: _____
John Reinbold
General Counsel

BRIDGE REPLACEMENT
RIGHT-OF-WAY AGREEMENT

CITY	<u>City of Morristown</u>
COUNTY	<u>Hamblen</u>
BRIDGE NO.	<u>320A71160001</u>
BRIDGE LOCATION NO.	<u>32-0A683-0.73</u>
S.A. ROUTE NO.	
LOCAL ROAD NAME	<u>S. Henry Street</u>

TO: MR. WAYNE R. LOCKETT
REGIONAL STATE-AID OFFICE
TENNESSEE DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAYS
POST OFFICE BOX 58
KNOXVILLE, TENNESSEE 37901

You are hereby advised that **City of Morristown in Hamblen County** (Local Governmental Agency) has secured or has instituted condemnation proceedings to secure a necessary Right-of-Way and all necessary easements for the construction of the above captioned bridge replacement project, and has entered into agreement with the public and private utilities owning facilities necessary to be relocated. It is also agreed that **City of Morristown in Hamblen County** (Local Governmental Agency) will assume the responsibility for the removal of all fences and other obstructions within the Right-of-Way limits.

CITY OF MORRISTOWN IN HAMBLEN COUNTY

LOCAL GOVERNMENTAL AGENCY

BY: _____
NAME

TITLE

DATE: _____

1990 STATE GRANT BRIDGE PROGRAM (F.Y. 2015)

METHOD OF COMPUTING CONSULTANT ENGINEER'S FEE

CITY OF MORRISTOWN
IN HAMBLETON COUNTY

BR. LOC. NO. 32-DA683-0-73

PROJECT NO. 32455-3510-04

S. HENRY STREET over TURKEY CREEK

CONSULTANT NAME MATERN & CRAIG

CONTRACT BID ITEMS \$ 274,212.50

CLEARING AND GRUBBING \$ _____

BRIDGE APPROACH CONSTRUCTION \$ _____

BRIDGE APPROACH PAVING \$ _____

_____ \$ _____

_____ \$ _____

1) TOTAL CONSTRUCTION ITEMS
TO BE INCLUDED IN CONSULTANT
ENGINEERING FEE \$ 274,212.50

PERCENT OF ENGINEERING FEE: 15 %

1) \$ 274,212.50 times 0.15 = \$ 41,131.88
Consultant Engineer's Fee

Wayne R. Lockett

Wayne R. Lockett
Sr. Transportation Project Spec.
Regional State-Aid Office

[Return to Agenda](#)

CITY OF MARIETTA IN
HAMBLEN CO
Br Loc No. 32-00685-073

Form A
REVISED 3-29-94

1990 Bridge Grant Program
Computations for County Match requirements

(1) Total Contract Amount (pay and non-pay items) of 315,344.38
(a)

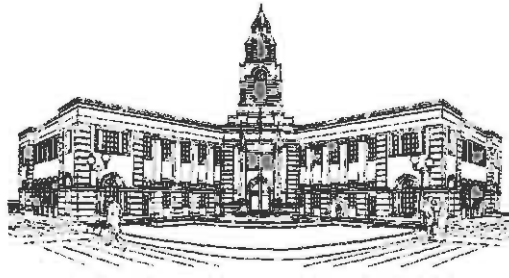
times 27% equals minimum match requirement of 6306.89
(b)

(2) Required match 6306.89 less actual match (non-pay items not
(b)
including engineering fee) of _____ less engineering fee
of _____ equals * 6306.89 to be deducted from pay
(d) (e)
item total. (* If less than zero then use zero)

(3) Pay item total of 315,344.38 minus deficient match of
* 6,306.89 equals State share of 309037.49 (* If less than
(e) (f)
zero then use zero)

(4) County share of _____ plus _____ plus 6306.89
(c) in kind (d) cash match (e) cash match
equals 6306.89
(g)

(5) State share of 309037.49 plus county share of 6306.89 equals
(f) (g)
315,344.38
(a)



Morristown City Council Agenda Item Summary

Date: September 8, 2015

Agenda Item: Approval of Bid- Laptop Computer Bid

Prepared by: Joey Barnard

Subject: Laptop Computer Bid

Background/History: It has become increasingly necessary to convert to laptop computers to reduce the amount of users relying on both desktop and laptop machines. Integrating laptops for both standard and power users will give City employees the opportunity to be more efficient and productive.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on August 17, 2015 and on August 24, 2015. Additionally, the bid was posted to the City of Morristown's website. The submission deadline was 2:00 PM on Monday, August 31, 2015. We received three responses.

Financial Impact: In the 15-16 budget, \$15,000 is appropriated for the replacement of antiquated or unrepairable computers. The goal is to replace computers each year in order to keep funding level and to avoid unanticipated expenditures. This bid allows the City of Morristown to obtain the maximum number of machines at competitive pricing. These machines meet the specifications recommended by IT staff. Converting to laptop computers will reduce the number of employees relying on both a desktop and laptop machine and in turn save taxpayer dollars.

Action options/Recommendations: It is staffs' recommendation to accept the best and lowest bid submitted by CDW Government, LLC. Please note that the bid submitted by Troxell Communications does not meet specifications for power user machine. Specifically, the video card and warranty coverage is not as specified. Therefore, the large variance between them and the other two bids.

Attachments: Copy of the Bid Tabulation

City of Morristown
Laptop Computer Bid Tabulation
Monday, August 31, 2015 2:00 p.m.

Bidder	Standard User Make and Model	Unit Price	Power User Make and Model	Unit Price
Troxell Communications, Inc.	Lenovo Thinkpad 20DF0030US	\$692.11	Lenovo Thinkpad 20DF0040US**	\$887.54
CDW Government, LLC.	Lenovo Thinkpad 20DF0030US	\$568.00	Lenovo Thinkpad 20E2000YUS	\$1,325.00
CDI Computer Dealers, Inc.	Lenovo Thinkpad 20DF0030US	\$616.61	Lenovo Thinkpad 20E2000YUS	\$1,281.07
**Price variation due to different model of machine that includes lesser warranty and video card.				



Morristown City Council Agenda Item Summary

Date: September 9, 2015

Agenda Item: Approval of Bid- Service Weapon Exchange

Prepared by: Joey Barnard

Subject: Service Weapon Exchange Bid

Background/History: The Morristown Police Department has developed a policy to replace service weapons on a scheduled basis. Due to the volume of ammunition fired by each service weapon, it is considered necessary to exchange the service weapon in accordance with policy to ensure that officers are properly equipped with a dependable service weapon. It should be noted that each service weapon fires at least one thousand rounds of ammunition per year. The service weapons were last exchanged during fiscal year ending June 30, 2008.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on August 14, 2015 and on August 21, 2015. Additionally, the bid was posted to the City of Morristown's website. The submission deadline was 11:00 AM on Friday, August 28, 2015. We received one (1) response.

Financial Impact: This bid will have a positive financial impact. The exchange of current service weapons for updated service weapons allows the Morristown Police Department to obtain more efficient firearms by utilizing a trade-in offer amount. The trade-in value allows the department to acquire the needed amount of service weapons with a reduced impact on their current budget. The department will utilize a trade-in value amount given for current service weapons to purchase updated weapons.

Action options/Recommendations: It is staff recommendation to accept the bid submitted by GT Distributors, Inc. for the exchange of service weapons.

Attachments: Copy of the Bid Tabulation

City of Morristown

Service Weapon Exchange Bid

Friday, August 28, 2015 11:00 a.m.

[illegible]



**CITY OF MORRISTOWN
PURCHASING DIRECTOR**

P.O. Box 1499
Morristown, TN 37815-0847
Phone: (423) 685-4622 Fax: (423) 685-4687

Purchase Order

Fiscal Year 2016

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS

Purchase Order # **16000663-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
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d
o
r

WAVETRONIX LLC
78 E 1700 S

PROVO, UT 84606

S
h
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p
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o

City of Morristown
400 Dice Street
ccummings@mymorristown.com
Morristown, TN 37813

Vendor Phone Number 801-734-7241		Vendor Fax Number		Requisition Number 16000778		Delivery Reference/Contact CASEY CUMMINGS			
Date Ordered 09/03/15		Vendor Number 007271		Date Required		Interoffice Delivery		Department/Location 43190	
Item#	Description/Part No.			Qty/Unit	Cost Each		Extended Price		
001	RADAR DETECTION HARDWARE AND EQUIPMENT 43190-365			1.00 EACH	19352.50000		19,352.50		
					PO Total		19,352.50		

The City of Morristown is an equal
employment / affirmative action
employer EOE / AA

Authorized Signature

[Return to Agenda](#)

Date

Bill To
 City of Morristown
 400 Dice Street

 MORRISTOWN, TN
 37813
 ccummings@mymorristown.com

Requisition 16000778-00 FY 2016

Acct No:
 43190-365
 Review:
 Buyer: ccummings
 Status: Approved

Page 1

Vendor 82-0525153
 WAVETRONIX LLC
 78 E 1700 S

PROVO, UT 84606
 USA
 Tel#801-734-7241

Ship To
 City of Morristown
 400 Dice Street
 ccummings@mymorristown.com
 Morristown, TN 37813
 ccummings@mymorristown.com

Delivery Reference
 CASEY CUMMINGS

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/03/15	007271				43190

LN Description / Account	Qty	Unit Price	Net Price
001 RADAR DETECTION HARDWARE AND EQUIPMENT	1.00 EACH	19352.50000	19352.50
1 43190-365 Requisition Link		19352.50	
Requisition Total			19352.50

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
43190-365	19352.50	10263.50
Public Works Traffic Devices	Repair & Maint	Traffic Signals

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	09/03/15	Benny Gordon	
Approved	09/03/15	Paul Brown	

Authorized By: _____ Signature _____ Date: _____

September 9, 2015

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

RE: Morristown Regional Airport
Apron Rehabilitation
Change Order No. 2

Dear Mr. Fielder;

Please see attached documentation for Change Order No. 2. The State will provide funding for the additional work as shown, provided the local share is included in the total amount of \$10,000.

Areas 11 and 12 are the focus of the additional work. Area 11 is 95% state funded, and 5% locally funded. This local amount for area 11 is \$4,300 – to complete the remaining TW work.

Area 12 is 50% State funded and 50% locally funded. This local amount for area 12 is \$5,700 – to enable the parking lot work.

We look forward to moving forward with you and the City on this project.

Sincerely,



Thomas W, Mercks
Michael Baker International

Enclosures: Change order 2, Change order 2 Quantities, Project Location Map

CHANGE ORDER #2TAD PROJECT NO APRON REHABILITATION 32-555-0755-04DATE PREPARED: 09/09/15OWNER CITY OF MORRISTOWN, TNCONTRACTOR SUMMERS - TAYLOR, INC.ADDRESS: 100 WEST 1ST STREET
MORRISTOWN, TN 37816P. O. BOX 1628
ELIZABETHTON, TN 37644

NAME AND LOCATION OF AIRPORT:

MORRISTOWN REGIONAL AIRPORT
MORRISTOWN, TN

DESCRIPTION OF WORK INCLUDED IN CONTRACT:

APRON REHABILITATION

CHANGE ORDERED:

CHANGE ITEM:		ITEM NOS.	DESCRIPTION SEE ATTACHMENT 'A'	REVISED QUANTITY SEE ATTACHMENT 'A'	NET CHANGE
Area 11 Marking Removal	Base Bid, Schedule 1	CO 1			
Area 11 Thermoplastic Sealer	Base Bid, Schedule 1	#13. P-629			\$ 2,226.25
Area 11 Pavement Marking	Base Bid, Schedule 1	#12. P-620			\$ 77,610.10
					\$ 5,993.75
Area 12 Marking Removal	Base Bid, Schedule 1	CO 1			
Area 12 Thermoplastic Sealer	Base Bid, Schedule 1	#13. P-629			\$ 117.00
Area 12 Pavement Marking	Base Bid, Schedule 1	#12. P-620			\$ 315.00
					\$10,880.75
				TOTAL	\$ 97,142.85

REASON FOR CHANGE ORDER:

REDUCE CONTRACT AMOUNT FOR AVAILABLE FUNDING

ORIGINAL CONTRACT

\$ 509,714.65

REVISED CONTRACT PREVIOUS CHANGE ORDER 1

\$ 558,317.90

AMOUNT THIS CHANGE ORDER NO. 2

\$ 97,142.85

LATEST REVISED CONTRACT THROUGH THIS CHANGE ORDER

\$ 655,460.75

SUBJECT TO THE CONDITIONS SET FORTH BELOW, AN EQUITABLE ADJUSTMENT IS ESTABLISHED AS FOLLOWS:

CONTRACT PRICE

CONTRACT TIME

NOT CHANGED		NOT CHANGED	
<u>X</u>	INCREASED BY :	<u>\$ 97,142.85</u>	INCREASED BY
	DECREASED BY :		DECREASED BY
			CALENDAR DAYS
			DAYS

The foregoing is in accordance with the contract documents and negotiation correspondence through 8/26/15 : See Attachment 'A' for details of changes.

A. The aforementioned change and work affected thereby are subject to all contract stipulations and covenants;

B. The rights of the owner are not prejudiced; and

C. All claims against the Owner which are incidental to or as a consequence of the aforementioned change are satisfied.

CONTRACTOR SUMMERS-TAYLOR, INC.OWNER: CITY OF MORRISTOWN, TENNESSEE

DATE: _____

DATE: _____

ENGINEER: MICHAEL BAKER JR., INC.RECOMMENDED BY: TENNESSEE AERONAUTICS DIVISIONDATE: 10 Sept 2015

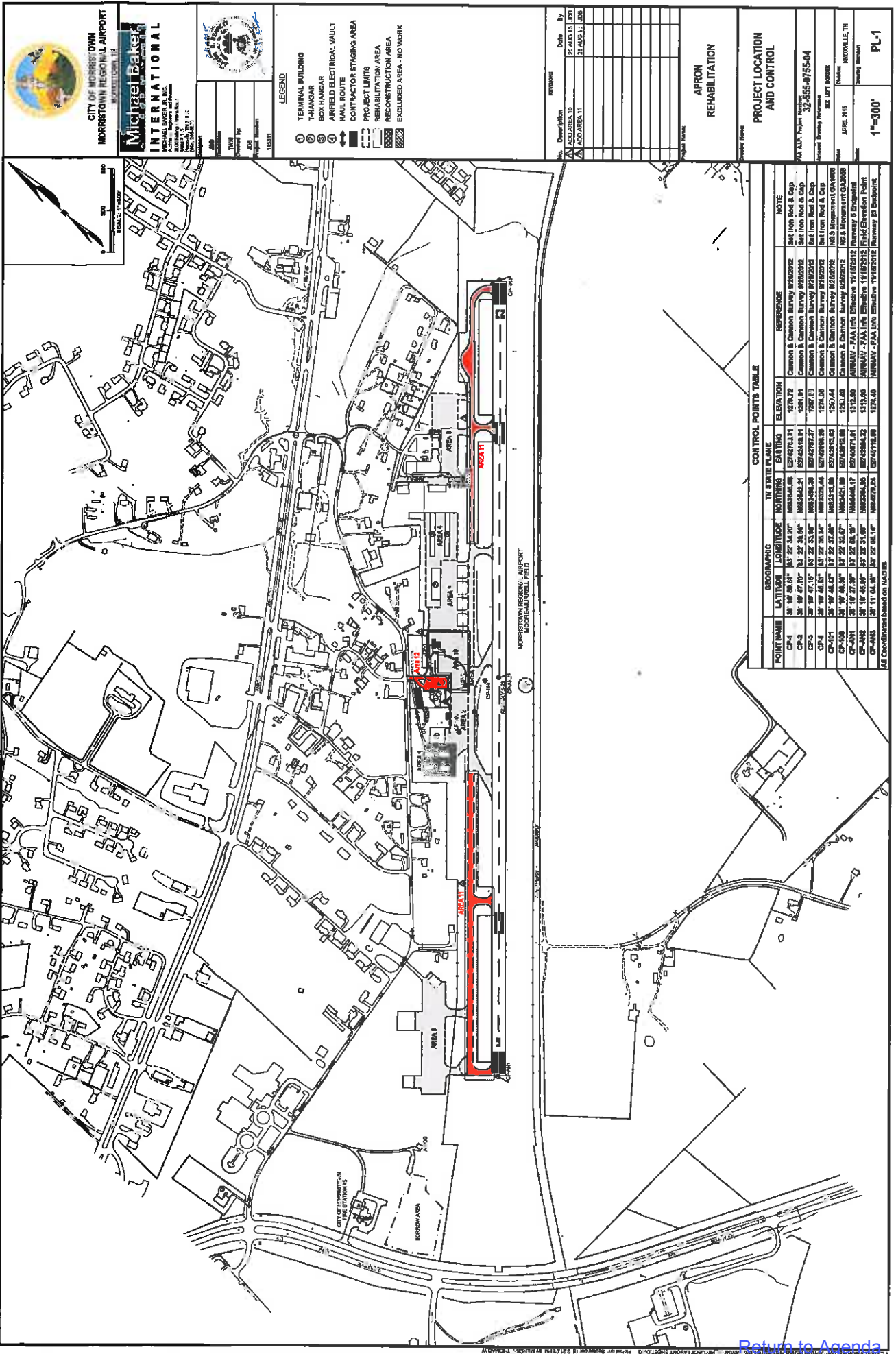
DATE: _____

MORRISTOWN REGIONAL AIRPORT
APRON REHABILITATION PROJECT
TAD No. 32-555-0755-04
CHANGE ORDER NO. 2 - ATTACHMENT 'A'

BASE BID

Item #	Spec. No.	Description	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL	QTY	AMOUNT
CURRENT CONTRACT ITEMS												
1	01000	Mobilization	1	LS	\$28,920.00	\$28,920.00	1	LS	\$28,920.00	\$28,920.00	0	\$ -
2	S-140A	Remove Existing Pavement	4,100	SY	\$9.50	\$38,950.00	4,100	SY	\$9.50	\$38,950.00	0	\$ -
3	S-140B	Remove Existing Concrete Ditch Liner	1	LS	\$2,200.00	\$2,200.00	1	LS	\$2,200.00	\$2,200.00	0	\$ -
4	TDOT 303	Mineral Aggregate Base Course	685	CY	\$65.00	\$44,525.00	685	CY	\$65.00	\$44,525.00	0	\$ -
5	TDOT 407	Bituminous Surface Course (411E)	495	TON	\$105.50	\$52,222.50	495	TON	\$105.50	\$52,222.50	0	\$ -
6	TDOT 709	Riprap	125	TON	\$69.00	\$8,625.00	125	TON	\$69.00	\$8,625.00	0	\$ -
7	TDOT 918	Geotextile Type III	75	SY	\$6.95	\$521.25	75	SY	\$6.95	\$521.25	0	\$ -
8	P-602	Bituminous Prime Coat	1,100	GAL	\$2.95	\$3,245.00	1,100	GAL	\$2.95	\$3,245.00	0	\$ -
9	P-608A	Small Crack Repair	18,000	LF	\$1.25	\$22,500.00	18,000	LF	\$1.25	\$22,500.00	0	\$ -
10	P-608B	Medium Crack Repair	3,000	LF	\$1.25	\$3,750.00	3,000	LF	\$1.25	\$3,750.00	0	\$ -
11	P-608C	Large Crack Repair	100	LF	\$26.50	\$2,650.00	100	LF	\$26.50	\$2,650.00	0	\$ -
12	P-620	Pavement Markings	6,470	SF	\$1.75	\$11,322.50	10,075	SF	\$1.75	\$17,631.25	3,605	\$ 6,308.75
13	P-629	Thermoplastic Coal Tar Emulsion Surface Treatment	43,531	SY	\$3.55	\$154,535.05	68,458	SY	\$3.55	\$243,025.90	24,927	\$ 88,490.85
14	T-901	Seeding and Mulching	0	ACRE	\$2,900.00	\$435.00	0	ACRE	\$2,900.00	\$435.00	0	\$ -
15	T-904	Sodding	700	SY	\$6.95	\$4,865.00	700	SY	\$6.95	\$4,865.00	0	\$ -
16	T-905	Onsite Topsoiling	30	CY	\$95.00	\$2,850.00	30	CY	\$95.00	\$2,850.00	0	\$ -
CO-1		Pavement Marking Removal	7,670	SF	\$0.65	\$4,985.50	11,275	SF	\$0.65	\$7,328.75	3,605	\$ 2,343.25
SUBTOTAL						\$ 387,101.80	SUBTOTAL					
ADDITIVE BID 1						\$ 484,244.65	ADDITIVE BID 1					

Item #	Spec. No.	Description	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL	QTY	AMOUNT
CURRENT CONTRACT ITEMS												
1	01000	Mobilization	1	LS	\$13,850.00	\$13,850.00	1	LS	\$13,850.00	\$13,850.00	0	\$ -
2	S-140A	Remove Existing Pavement	845	SY	\$12.50	\$10,562.50	845	SY	\$12.50	\$10,562.50	0	\$ -
3	S-140C	Remove 60 LF Existing 12" CMP	1	LS	\$2,200.00	\$2,200.00	1	LS	\$2,200.00	\$2,200.00	0	\$ -
4	TDOT 303	Mineral Aggregate Base Course	140	CY	\$75.50	\$10,570.00	140	CY	\$75.50	\$10,570.00	0	\$ -
5	TDOT 407	Bituminous Surface Course (411E)	152	TON	\$114.00	\$17,328.00	152	TON	\$114.00	\$17,328.00	0	\$ -
6	TDOT 607	12" Class III RCP	60	LF	\$49.50	\$2,970.00	60	LF	\$49.50	\$2,970.00	0	\$ -
7	TDOT 709	Riprap	15	TON	\$69.00	\$1,035.00	15	TON	\$69.00	\$1,035.00	0	\$ -
8	P-602	Bituminous Prime Coat	210	GAL	\$3.11	\$653.10	210	GAL	\$3.11	\$653.10	0	\$ -
9	P-608A	Small Crack Repair	12,000	LF	\$1.25	\$15,000.00	12,000	LF	\$1.25	\$15,000.00	0	\$ -
10	P-608B	Medium Crack Repair	7,000	LF	\$1.25	\$8,750.00	7,000	LF	\$1.25	\$8,750.00	0	\$ -
11	P-608C	Large Crack Repair	100	LF	\$26.50	\$2,650.00	100	LF	\$26.50	\$2,650.00	0	\$ -
12	P-620	Pavement Markings	1,200	SF	\$1.75	\$2,100.00	1,200	SF	\$1.75	\$2,100.00	0	\$ -
13	P-629	Thermoplastic Coal Tar Emulsion Surface Treatment	22,000	SY	\$3.60	\$79,200.00	22,000	SY	\$3.60	\$79,200.00	0	\$ -
14	T-901	Seeding and Mulching	0	ACRE	\$2,900.00	\$145.00	0	ACRE	\$2,900.00	\$145.00	0	\$ -
15	E-893	Temporary Silt Fence	100	LF	\$2.50	\$250.00	100	LF	\$2.50	\$250.00	0	\$ -
16	T-904	Sodding	350	SY	\$8.15	\$2,852.50	350	SY	\$8.15	\$2,852.50	0	\$ -
17	T-905	Onsite Topsoiling	10	CY	\$110.00	\$1,100.00	10	CY	\$110.00	\$1,100.00	0	\$ -
SUBTOTAL						\$171,216.10	SUBTOTAL					
TOTAL CONTRACT						\$558,317.90	TOTAL CONTRACT					
						\$ 655,460.75						
						\$ 97,142.85						





CITY OF MORRISTOWN

MORRISTOWN REGIONAL AIRPORT

SPRINGFIELD, TN



Michael Baker International

Michael Baker & Co., Inc.

2000 North 17th Street, Suite 200

Springfield, TN 37172

Phone: 615.251.1212

Fax: 615.251.1213

LEGEND

① TERMINAL BUILDING

② TAXIWAY

③ RUNWAY

④ APRON

⑤ AIRFIELD ELECTRICAL VAULT

⑥ HAIL ROUTE

⑦ CONTRACTOR STAGING AREA

⑧ PROJECT LIMITS

⑨ REHABILITATION AREA

⑩ RECONSTRUCTION AREA

⑪ EXCLUDED AREA - NO WORK

No.	Description	Start Date	By
1	APR AREA 10	26 AUG 15	AKS
2	APR AREA 11	28 AUG 15	AKS

APRON
REHABILITATION

PROJECT LOCATION
AND CONTROL

7th AIA, Project Number

32-555-0755-04

Current Survey Information

AKS, LRP, 6/20/15

Date

APRIL 2015

Location

MORRISTOWN, TN

Scale

1"=300'

Sheet Number

PL-1

CONTROL POINTS TABLE									
POINT NAME	LATITUDE	LONGITUDE	NORTH	EASTING	ELEVATION	REFERENCE	NOTE		
CP-1	36° 18' 08.31"	83° 22' 34.20"	N832446.08	E274274.11	1279.72	Cannon & Cannon Survey 1/25/2012	Set Iron Rod & Cap		
CP-2	36° 19' 47.70"	83° 22' 34.90"	N832442.51	E274241.81	1281.81	Cannon & Cannon Survey 1/25/2012	Set Iron Rod & Cap		
CP-3	36° 19' 47.15"	83° 22' 33.80"	N832448.30	E274272.27	1282.13	Cannon & Cannon Survey 1/25/2012	Set Iron Rod & Cap		
CP-4	36° 19' 46.87"	83° 22' 33.34"	N832338.44	E274284.58	1274.00	Cannon & Cannon Survey 1/25/2012	Set Iron Rod & Cap		
CP-101	36° 19' 48.82"	83° 22' 37.68"	N832315.08	E274281.00	1274.44	Cannon & Cannon Survey 1/25/2012	Set Iron Rod & Cap		
CP-108	36° 19' 48.38"	83° 22' 33.67"	N832421.88	E274281.00	1281.40	Cannon & Cannon Survey 1/25/2012	NGL Monument GA100		
CP-1011	36° 19' 27.38"	83° 22' 28.10"	N832448.17	E274281.01	1273.80	UNRAV - FAA Info Effective 1/18/2012	NGL Monument GA100		
CP-1012	36° 19' 46.89"	83° 22' 33.67"	N832338.45	E274284.12	1273.80	UNRAV - FAA Info Effective 1/18/2012	Runway 8 Endpoint		
CP-1013	36° 11' 04.18"	83° 22' 05.19"	N832378.33	E274211.88	1274.40	UNRAV - FAA Info Effective 1/18/2012	Runway 25 Endpoint		

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:	
Name:	<u>City of Morristown, Tennessee</u>
Address	<u>100 West First North Street</u> <u>Morristown, TN 37816</u>
Debt Issue Name:	<u>Loan Agreement between PBA City of Clarksville and City of Morristown</u>
<small>If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.</small>	
2. Face Amount: <u>\$ 10,000,000.00</u>	
Premium/Discount:	<u>\$ 0.00</u>
3. Interest Cost: <u>2.7400 %</u>	
<input checked="" type="checkbox"/> Tax-exempt <input type="checkbox"/> Taxable	
<input checked="" type="checkbox"/> TIC <input type="checkbox"/> NIC <input type="checkbox"/> Variable: Index _____ plus _____ basis points; or <input type="checkbox"/> Variable: Remarketing Agent _____ <input type="checkbox"/> Other: _____	
4. Debt Obligation:	
<input type="checkbox"/> TRAN <input type="checkbox"/> RAN <input type="checkbox"/> CON <input type="checkbox"/> BAN <input type="checkbox"/> CRAN <input type="checkbox"/> GAN <input type="checkbox"/> Bond <input checked="" type="checkbox"/> Loan Agreement <input type="checkbox"/> Capital Lease	
<small>If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").</small>	
5. Ratings:	
<input checked="" type="checkbox"/> Unrated Moody's _____ Standard & Poor's _____ Fitch _____	
6. Purpose:	
<input type="checkbox"/> General Government _____ % <input type="checkbox"/> Education _____ % <input checked="" type="checkbox"/> Utilities <u>100.00</u> % <input type="checkbox"/> Other _____ % <input type="checkbox"/> Refunding/Renewal _____ %	<div style="background-color: #cccccc; padding: 2px; text-align: center; font-weight: bold;">BRIEF DESCRIPTION</div> <u>wastewater system improvements</u>
7. Security:	
<input type="checkbox"/> General Obligation <input checked="" type="checkbox"/> General Obligation + Revenue/Tax <input type="checkbox"/> Revenue <input type="checkbox"/> Tax Increment Financing (TIF) <input type="checkbox"/> Annual Appropriation (Capital Lease Only) <input type="checkbox"/> Other (Describe): _____	
8. Type of Sale:	
<input type="checkbox"/> Competitive Public Sale <input type="checkbox"/> Interfund Loan <input type="checkbox"/> Negotiated Sale <input checked="" type="checkbox"/> Loan Program <u>PBA City of Clarksville</u> <input type="checkbox"/> Informal Bid	
9. Date:	
Dated Date: <u>08/31/2015</u>	Issue/Closing Date: <u>08/31/2015</u>

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2016	\$ 382,000.00	2.7400 %	2027	\$ 514,000.00	2.7400 %
2017	\$ 393,000.00	2.7400 %	2028	\$ 529,000.00	2.7400 %
2018	\$ 403,000.00	2.7400 %	2029	\$ 543,000.00	2.7400 %
2019	\$ 414,000.00	2.7400 %	2030	\$ 558,000.00	2.7400 %
2020	\$ 426,000.00	2.7400 %	2031	\$ 573,000.00	2.7400 %
2021	\$ 437,000.00	2.7400 %	2032	\$ 589,000.00	2.7400 %
2022	\$ 449,000.00	2.7400 %	2033	\$ 605,000.00	2.7400 %
2023	\$ 462,000.00	2.7400 %	2034	\$ 622,000.00	2.7400 %
2024	\$ 474,000.00	2.7400 %	2035	\$ 639,000.00	2.7400 %
2025	\$ 487,000.00	2.7400 %		\$	%
2026	\$ 501,000.00	2.7400 %		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:☐ No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 10,000	Bone McAllester Norton
Issuer's Counsel	\$ 1,000	Runyon and Runyon
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____ %		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs	\$ 49,000	TMBF administration, legal fees, and expenses
TOTAL COSTS	\$ 60,000	

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:☒ No Recurring Costs

Remarketing Agent
Paying Agent / Registrar
Trustee
Liquidity / Credit Enhancement
Escrow Agent
Sponsorship / Program / Admin
Other _____

AMOUNT
(Dollar Amount)

FIRM NAME
(If different from #11)

13. Disclosure Document / Official Statement:☒ None Prepared☐ EMMA link _____ or☐ Copy attached**14. Continuing Disclosure Obligations:**

Is there an existing continuing disclosure obligation related to the security for this debt?

☒ Yes ☐ No

Is there a continuing disclosure obligation agreement related to this debt?

☐ Yes ☒ NoIf yes to either question, date that disclosure is due 12 months from fiscal year endName and title of person responsible for compliance City Recorder**15. Written Debt Management Policy:**

Governing Body's approval date of the current version of the written debt management policy

08/19/2014

Is the debt obligation in compliance with and clearly authorized under the policy?

☒ Yes ☐ No**16. Written Derivative Management Policy:**☒ No derivative

Governing Body's approval date of the current version of the written derivative management policy _____

Date of Letter of Compliance for derivative _____

Is the derivative in compliance with and clearly authorized under the policy?

☐ Yes ☐ No**17. Submission of Report:**

To the Governing Body:

on _____

and presented at public meeting held on _____

Copy to Director to OSLF:

on _____

either by:

☐ Mail to:

505 Deaderick Street, Suite 1600
James K. Polk State Office Building
Nashville, TN 37243-1402

OR

☒ Email to:StateAndLocalFinance.PublicDebtForm@cot.tn.gov**18. Signatures:**

AUTHORIZED REPRESENTATIVE

PREPARER

Name

Gary Chesney

Title

Mayor

Firm

Email

gchesney@mymorristown.com

Date

08/31/15AdministratorTennessee Municipal Bond Fundlmooningham@tmbf.net

City of Morristown-MUS Debt Summary CT-0253 - Report on Debt Obligation
Item No. 10 - Maturity Dates, Amounts and Interest Rates

THIS ISSUE			TOTAL DEBT OUTSTANDING		
Year	Cumulative Principal	% Total	Year	Cumulative Principal	% Total
1	\$ 382,000	3.82%	1	\$ 7,540,039	5.21%
5	\$ 2,018,000	20.18%	5	\$ 38,864,622	26.84%
10	\$ 10,000,000	100.00%	10	\$ 87,120,844	60.16%
15	\$ 10,000,000	100.00%	15	\$ 122,170,007	84.37%
20	\$ 10,000,000	100.00%	20	\$ 142,233,442	98.23%
25	\$ 10,000,000	100.00%	25	\$ 144,803,444	100.00%
30	\$ 10,000,000	100.00%	30	\$ 144,803,444	100.00%