

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
JUNE 21, 2016 – 5:00 P.M.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

John Paul Freitag, Senior Chaplain Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. June 7, 2016

6. PROCLAMATIONS/PRESENTATIONS

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

8. OLD BUSINESS

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

1. Public Hearing pertaining to Public Chapter 1101 regarding Plans of Services and Progress Reports for the following annexation ordinances.
{No Council action required – public hearing only.}

Ordinance No. 3218 and 3241 – Annexation of properties along Thompson Creek Road {May 10, 2005 and February 14, 2006}.

Ordinance No. 3519 – Annexation of property located between Merchants Greene Boulevard and South Bellwood Road south of Veterans Parkway including portions of Hamblen County Tax Parcel 032 048 05900 and Hamblen County Tax Parcel 032 048 05901 {June 2, 2015}.

2. Ordinance No. 3555
An Ordinance of the City of Morristown, Tennessee, Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2016, and Ending June 30, 2017.

3. Ordinance No. 3520.01
An Ordinance to Amend Ordinance Number 3520, The City of Morristown, Tennessee Annual Budget for the Fiscal Year 2015-2016 and Appropriate the Sum of \$6,039,051 for Year End Budget Amendment of the General Fund.
4. Ordinance No. 3520.02
An Ordinance to Amend Ordinance Number 3520, The City of Morristown, Tennessee Annual Budget for the Fiscal Year 2015-2016 and Appropriate the Sum of \$150,000 for Year End Budget Amendment of Narcotics Fund.

9. NEW BUSINESS

9-a. Resolutions

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 of property located at 119 Evans Avenue; Hamblen County Tax Parcel ID#0320341000100 from Medium Density Residential (R-2) to Local Business (LB).}
{Public Hearing July 5, 2016}

9-c. Awarding of Bids/Contracts

1. Bid/Contract – Cleaning and Caulking Services at Morristown City Center from ABG Caulking and Waterproofing in the amount of \$255,000.
2. Bid/Contract – Fire Equipment from Emergency Vehicle Specialists in the amount of \$17,148.38.
3. Bid/Contract – Combination Truck from Public Works Equipment and Supply in the amount of \$383,099.
4. Approval of Task Order for Airport Drainage Study at Airport from Michael Baker in the amount of \$78,600.
5. Approval of Request for Proposal (RFP) and Airport Hangar Lease Agreement between Morristown Municipal Airport Commission and Golden Eagle Aviation, LLC.
6. Approval of Request for Proposal (RFP) HVAC Unit Replacement and Preventative Maintenance and allow the City Administrator to negotiate and enter into contract with Cook's Mechanical Service based on the terms presented in the RFP.

7. Approval of Request for Proposal (RFP) for Property Maintenance and allow the City Administrator to negotiate and enter into contract with Lawnman Lawncare based on the terms presented in the RFP.

9-d. Board/Commission Appointments

1. City Council appointment or re-appointment to the Industrial Development (Health, Education & Housing Facilities) Board for six (6) year terms currently held by Maudie Briggs, Dr. Dale Lynch, John Stroud, Marshall Ramsey and Sam Grigsby, Jr.; terms expiring June 30, 2022.
2. City Council appointment or re-appointment to the Morristown-Hamblen Library Board for a three (3) year term currently held by Nancy Burnett; term expiring July 1, 2019.
3. City Council appointment to the Morristown-Hamblen Library Board to fill the remaining term of Carol Reams; term expiring July 1, 2017.

9-e. New Issues

1. Declaration of the following items as surplus property from Public Works Department and authorizing the disposal thereof: one (1) eight phase M3 eagle controller; twelve (12) old metal street signs; three (3) eight phase pad mounted cabinet; one (1) old span wire; sixteen (16) mechanical cabinets; nineteen (19) mechanical controllers; various mechanical parts; forty three (43) three headed metal signs; ten (10) three headed plastic signals; ten (10) five headed metal signals; two (2) five headed plastic signals; nineteen (19) double headed metal signals; fourteen (14) headed metal signal; twenty two (22) metal signal doors; fifty four (54) plastic signal doors; several plastic signal lenses of green, yellow and red; forty six (46) standalone vehicle detectors; various traffic signal parts; six (6) four phase pole mounted cabinets; two (2) school zone flasher with signs; thirty one (31) cabinet load switches; one (1) eight phase pole mounted cabinet; one (1) manual timer controller; one (1) three phase controller; old signal controller tester; old marc NX software printer; five (5) twelve channel signal monitor; two (2) six channel signal monitor; two (2) three channel signal monitor.

10. CITY ADMINISTRATOR'S REPORT

10-a. Recess for Executive Session

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

June 23, 2016	(Thurs) 7:00 p.m.	City Council Roundtable, Buffalo Trail Baptist Church
July 4, 2016	(Monday)	City Employee's Holiday Independence Day
July 5, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
July 19, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
July 19, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
August 2, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
August 5-6, 2016	(Fri.) noon-5:00 p.m.	City Council Annual Planning Retreat
	(Sat.) 8 a.m. - noon	Meadowview Conference Center, Kingsport, TN
August 16, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
August 16, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
September 5, 2016	(Monday)	City Employee's Holiday Labor Day
September 6, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
September 20, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
September 20, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session

WORK SESSION AGENDA
June 21, 2016
5:00 p.m.

- 1. No Work Session Scheduled.**

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
JUNE 7, 2016**

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, June 7, 2016, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present: Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis, Ken Smith and Tommy Pedigo.

Dr. Ruth Carpenter, Master 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 May 17, 2016, minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held regarding Ordinance No. 3552.

Councilmember Senter made a motion to approve Ordinance No. 3552 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3552

An Ordinance of the City Council of Morristown, Tennessee, to Amend Title 12 (Building, Utility, Etc., Codes), Chapter 7 (Codes Adopted) of the Morristown Municipal Code.

A Public Hearing was held regarding Ordinance No. 3553.

Councilmember Bivens made a motion to approve Ordinance No. 3553 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3553

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of property. The Official Zoning Map of Morristown, TN of approximately 0.66 acres being part of Hamblen County Tax Parcels 041A A 02500, located along the western rights-of-way of White Avenue from Single Family Residential (R-1) to Intermediate Business (IB).}

A Public Hearing was held regarding Ordinance No. 3554.

Councilmember Smith made a motion to approve Ordinance No. 3554 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3554

An Ordinance to Close and Vacate certain Rights-of-Way within the City of Morristown {Portion of S. James Street adjoining Donaldson property.}

Councilmember Pedigo made a motion to approve Resolution No. 08-16. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

RESOLUTION NO. 08-16

A RESOLUTION AUTHORIZING THE DISBURSEMENT TO THE ALPS, BOYS & GIRLS CLUB OF MORRISTOWN INC., CEASE INC., THE CHILD ADVOCACY CENTER, GIRLS INC., HELPING HANDS CLINIC INC., KEEP MORRISTOWN-HAMBLÉN BEAUTIFUL, MORRISTOWN-HAMBLÉN CHILD CARE CENTERS, HELEN ROSS MCNABB CENTER (NEW HOPE RECOVERY), ROSE CENTER, SENIOR CITIZENS CENTER, SENIOR CITIZENS HOME ASSISTANCE SERVICE, STEPPING OUT INC., HELEN ROSS MCNABB CENTER (YOUTH EMERGENCY SHELTER), BOYS & GIRLS CLUB SWIM TEAM, PROJECT GRADUATION, DIVERSITY TASK FORCE, HC*EXCELL, ECONOMIC DEVELOPMENT, CROCKETT TAVERN, WORKFORCE DEVELOPMENT, AND OF THOSE FUNDS ALLOCATED TO THESE NON-PROFIT CHARITABLE AND CIVIC ORGANIZATIONS IN THE CITY OF MORRISTOWN'S 2016/2017 FISCAL YEAR BUDGET.

WHEREAS, as a part of its annual budget process the City of Morristown allocates to be disbursed to deserving non-profit charitable and civic organizations; and,

WHEREAS, as a part of the City of Morristown's budget adopted for the 2016/2017 fiscal year three hundred twenty-one thousand five hundred dollars (\$321,500) were allocated to be disbursed to the ALPS, Boys & Girls Club of Morristown Inc., CEASE Inc., the Child Advocacy Center, Girls Inc., Helping Hands Clinic, Inc., Keep Morristown-Hamblen Beautiful, Morristown-Hamblen Child Care Centers, Helen Ross McNabb Center (New Hope Recovery), Rose Center, Senior Citizens Center, Senior Citizens Home Assistance Service, Stepping Out, Helen

Ross McNabb Center (Youth Emergency Shelter), Boys & Girls Club Swim Team, Project Graduation, Diversity Task Force, HC*EXCELL, Economic Development, Crockett Tavern, and Workforce Development; and,

WHEREAS, the City of Morristown in accordance with Tennessee Code Annotated 6-54-111 does hereby pass this Resolution authorizing the disbursement to these non-profit charitable and civic organizations of the funds appropriated and budgeted for their use and benefit in the City of Morristown's 2016/2017 fiscal year budget; and,

WHEREAS, it is in the best interest and welfare of the citizens and residents of the City of Morristown that this Resolution shall be passed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morristown, Tennessee, meeting in regular session on this the 7th day of June, 2016, with a lawful quorum of said Council being present and with a majority of said Council voting in the affirmative as follows:

1. That the three hundred twenty-one thousand five hundred dollars (\$321,500) appropriated and budgeted by the City of Morristown Council in its 2016/2017 fiscal year budget for the use and benefit of deserving non-profit charitable and civic organizations shall be disbursed and is authorized to be disbursed as follows:

ALPS	\$ 13,000
Boys & Girls Club of Morristown, Inc.	16,500
CEASE, Inc.	18,000
The Child Advocacy Center	1,000
Girls Inc.	15,000
Helping Hands Clinic, Inc.	7,125
Keep Morristown-Hamblen Beautiful	19,950
Morristown-Hamblen Child Care Centers	23,925
Helen Ross McNabb Center (New Hope Recovery)	5,000
Rose Center	13,000
Senior Citizens Center	48,625
Senior Citizens Home Assistance Service	5,000
Stepping Out Inc.	5,000
Helen Ross McNabb Center (Youth Emergency Shelter)	30,875
Boys & Girls Club Swim Team	10,000
Project Graduation	1,000
Diversity Task Force	7,000
HC*EXCELL	10,000
Economic Development	54,000

Crockett Tavern
Workforce Development

	7,500
	<u>10,000</u>
\$	<u>321,500</u>

2. This Resolution shall be effective from and after its adoption.

PASSED on this the 7th day of June, 2016.

MAYOR

ATTEST

CITY ADMINISTRATOR

Councilmember Garrett made a motion to approve Ordinance No. 3555 on first reading and schedule a public hearing relative to final passage of said ordinance for June 21, 2016. Councilmember Pedigo seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3555

An Ordinance of the City of Morristown, Tennessee, Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2016, and Ending June 30, 2017.

Councilmember Senter made a motion to approve Ordinance No. 3520.01 on first reading and schedule a public hearing relative to final passage of said ordinance for June 21, 2016. Councilmember Alvis seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3520.01

An Ordinance to Amend Ordinance Number 3520, The City of Morristown, Tennessee Annual Budget for the Fiscal Year 2015-2016 and Appropriate the Sum of \$6,039,051 for Year End Budget Amendment of the General Fund.

Councilmember Bivens made a motion to approve Ordinance No. 3520.02 on first reading and schedule a public hearing relative to final passage of said

ordinance for June 7, 2016. Councilmember Smith seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3520.02

An Ordinance to Amend Ordinance Number 3520, The City of Morristown, Tennessee Annual Budget for the Fiscal Year 2015-2016 and Appropriate the Sum of \$150,000 for Year End Budget Amendment of Narcotics Fund.

Councilmember Smith made a motion to approve the bid/contract to Tennessee Turf Masters for Parks & Recreation Turf Management in the amount of \$20,005. Councilmember Pedigo seconded the motion and upon roll call; all voted: "aye".

Councilmember Alvis made a motion to approve the Grant Contract from Tennessee Department of Aeronautics for Storm Drainage, Sinkhole Repair, Ditch Grading, Erosion Control Survey and Study in the amount of \$78,600, this is a 90% Federal Grant with a 5% match from the State and the City in the amount of \$3,930 each. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve Change Order No. 1 to Eagle Demolitions in the amount of \$3,900 for demolition of additional structure at Carriger Street. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the Stormwater Management/BMP Facilities Maintenance Agreement between Marathon Realty Corp. (Food City Shopping Center, 200 South Liberty Hill Rd.) and the City of Morristown. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the purchase of equipment from Municipal Emergency Services, Inc. in the amount of \$84,184 for the new Fire Truck. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

City Administrator Tony Cox reported the following line item transfer(s) to Council:

General Fund

- Transfer of \$600 from 110-41100-804 (Mayor & City Council – Council Contingency) to 110-41100-111 (Mayor & City Council – Wages)

- Transfer of \$73 from 110-41100-804 (Mayor & City Council – Council Contingency) to 110-41100-134 (Mayor & City Council – Christmas Bonus & Longevity)
- Transfer of \$500 from 110-41100-804 (Mayor & City Council – Council Contingency) to 110-41100-310 (Mayor & City Council – Postage)
- Transfer of \$1,000 from 110-41100-804 (Mayor & City Council – Council Contingency) to 110-41100-321 (Mayor & City Council – Printing Services)
- Transfer of \$1,000 from 110-41100-804 (Mayor & City Council – Council Contingency) to 110-41100-330 Mayor & City Council – Legal Notices)
- Transfer of \$2,000 from 110-41100-804 (Mayor & City Council – Council Contingency) to 110-41100-378 (Mayor & City Council – Education Seminars & Training)
- Transfer of \$7,000 from 110-41100-804 (Mayor & City Council – Council Contingency) to 110-41100-383 (Mayor & City Council – Travel)
- Transfer of \$1,500 from 110-41100-804 (Mayor & City Council – Council Contingency) to 110-41100-413 (Mayor & City Council – Office Equipment)
- Transfer of \$500 from 110-41100-804 (Mayor & City Council – Council Contingency) to 110-41100-499 (Mayor & City Council – Other Supplies and Materials)
- Transfer of \$120 from 110-41100-804 (Mayor & City Council – Council Contingency) to 110-41100-510 (Mayor & City Council – Insurance)
- Transfer of \$1,000 from 110-41200-801 (City Administrator – Grants & Other Subsidies) to 110-41200-112 (City Administrator – Overtime)
- Transfer of \$100 from 110-41200-801 (City Administrator – Grants & Other Subsidies) to 110-41200-134 (City Administrator – Christmas Bonus & Longevity)
- Transfer of \$1,100 from 110-41200-801 (City Administrator – Grants & Other Subsidies) to 110-41200-210 (City Administrator – FICA)
- Transfer of \$700 from 110-41200-801 (City Administrator – Grants & Other Subsidies) to 110-41200-212 (City Administrator – Medicare)
- Transfer of \$10,000 from 110-41200-801 (City Administrator – Grants & Other Subsidies) to 110-41200-213 (City Administrator – TCRS Contribution)
- Transfer of \$2,600 from 110-41200-801 (City Administrator – Grants & Other Subsidies) to 110-41200-217 (City Administrator – Employee Life Insurance)
- Transfer of \$100 from 110-41200-801 (City Administrator – Grants & Other Subsidies) to 110-41200-351 (City Administrator – Medical Services)
- Transfer of \$1,200 from 110-41200-801 (City Administrator – Grants & Other Subsidies) to 110-41200-378 (City Administrator – Education Seminars & Training)
- Transfer of \$15 from 110-41200-801 (City Administrator – Grants & Other Subsidies) to 110-41200-510 (City Administrator – Insurance)
- Transfer of \$5,000 from 110-41530-111 (Finance Wages) to 110-41530-310 (Finance – Postage)

- Transfer of \$10,000 from 110-41530-111 (Finance Wages) to 110-41530-355 (Finance – Computer/Data Processing)
- Transfer of \$5,000 from 110-41530-111 (Finance Wages) to 110-41530-411 (Finance – Office Supplies)
- Transfer of \$120 from 110-41610-533 (Purchasing – Equipment Rental/Lease) to 110-41610-375 (Purchasing – Membership)
- Transfer of \$600 from 110-41610-533 (Purchasing – Equipment Rental/Lease) to 110-41610-378 (Purchasing – Education Seminars & Training)
- Transfer of \$280 from 110-41610-533 (Purchasing – Equipment Rental/Lease) to 110-41610-411 (Purchasing – Office Supplies)
- Transfer of \$650 from 110-41640-378 (Computer Operations – Education Seminars & Training) to 110-41640-111 (Computer Operations – Wages)
- Transfer of \$730 from 110-41640-378 (Computer Operations – Education Seminars & Training) to 110-41640-330 (Computer Operations – Legal Notices)
- Transfer of \$2,100 from 110-41650-111 (Human Resources – Wages) to 110-41650-221 (Human Resources – Unemployment Insurance)
- Transfer of \$1,000 from 110-41650-111 (Human Resources – Wages) to 110-41650-310 (Human Resources – Postage)
- Transfer of \$8,000 from 110-41650-111 (Human Resources – Wages) to 110-41650-330 (Human Resources – Legal Notices)
- Transfer of \$3,500 from 110-41650-111 (Human Resources – Wages) to 110-41650-371 (Human Resources – Subscriptions & Books)
- Transfer of \$1,500 from 110-41650-111 (Human Resources – Wages) to 110-41650-383 (Human Resources – Travel)
- Transfer of \$1,000 from 110-41650-111 (Human Resources – Wages) to 110-41650-411 (Human Resources – Office Supplies & Materials)
- Transfer of \$1,000 from 110-41650-111 (Human Resources – Wages) to 110-41650-499 (Human Resources – Other Supplies & Materials)
- Transfer of \$585 from 110-41650-111 (Human Resources – Wages) to 110-41650-510 (Human Resources – Insurance)
- Transfer of \$1,000 from 110-41650-111 (Human Resources – Wages) to 110-41650-533 (Human Resources – Equipment Rental/Lease)
- Transfer of \$1,275 from 110-41660-214 (Legal Services – Employee Health Insurance) to 110-41660-134 (Legal Services – Christmas Bonus/Longevity)
- Transfer of \$1,000 from 110-41660-214 (Legal Services – Employee Health Insurance) to 110-41660-399 (Legal Services – Other Contracted Services)
- Transfer of \$23,000 from 110-41700-399 (Planning – Other Contracted Services) to 110-41700-111 (Planning – Wages)
- Transfer of \$1,500 from 110-41700-399 (Planning – Other Contracted Services) to 110-41700-210 (Planning – FICA)
- Transfer of \$400 from 110-41700-399 (Planning – Other Contracted Services) to 110-41700-212 (Planning – Medicare)

- Transfer of \$4,200 from 110-41700-399 (Planning – Other Contracted Services) to 110-41700-213 (Planning – TCRS Contribution)
- Transfer of \$1,000 from 110-41700-399 (Planning – Other Contracted Services) to 110-41700-310 (Planning – Postage)
- Transfer of \$1,000 from 110-41700-399 (Planning – Other Contracted Services) to 110-41700-329 (Planning – Other Operating Supplies)
- Transfer of \$2,200 from 110-41700-399 (Planning – Other Contracted Services) to 110-41700-355 (Planning – Computer/Data Processing)
- Transfer of \$1,000 from 110-41700-399 (Planning – Other Contracted Services) to 110-41700-533 (Planning – Equipment Rental/Lease)
- Transfer of \$550,880 from 110-41700-399 (Planning – Other Contracted Services) to 110-41700-801 (Planning – Grants & Other Subsidies)
- Transfer of \$500 from 110-41710-431 (Codes Enforcement – Gasoline & Diesel Fuel) to 110-41710-310 (Codes Enforcement – Postage)
- Transfer of \$1,350 from 110-41710-431 (Codes Enforcement – Gasoline & Diesel Fuel) to 110-41710-355 (Codes Enforcement – Computer/Data Processing)
- Transfer of \$750 from 110-41710-431 (Codes Enforcement – Gasoline & Diesel Fuel) to 110-41710-413 (Codes Enforcement – Office Equipment)
- Transfer of \$9,000 from 110-41800-111 (Engineering – Wages) to 110-41800-112 (Engineering – Overtime)
- Transfer of \$1,000 from 110-41800-111 (Engineering – Wages) to 110-41800-226 (Engineering – Clothing/Uniform/Shoes)
- Transfer of \$500 from 110-41800-421 (Engineering – Computer/Software) to 110-41800-345 (Engineering – Telephone Services)
- Transfer of \$2,200 from 110-41800-421 (Engineering – Computer/Software) to 110-41800-355 (Engineering-Computer/Data Processing)
- Transfer of \$3,750 from 110-41800-421 (Engineering – Computer/Software) to 110-41800-999 (Engineering – Other Equipment)
- Transfer of \$850 from 110-41810-355 (GIS – Computer/Data Processing) to 110-41810-111 (GIS – Wages)
- Transfer of \$175 from 110-41810-355 (GIS – Computer/Data Processing) to 110-41810-134 (GIS – Christmas Bonus & Longevity)
- Transfer of \$2,700 from 110-41810-355 (GIS – Computer/Data Processing) to 110-41810-214 (GIS – Employee Health Insurance)
- Transfer of \$500 from 110-41810-355 (GIS – Computer/Data Processing) to 110-41810-378 (GIS – Education Seminars & Training)
- Transfer of \$5,000 from 110-41810-355 (GIS – Computer/Data Processing) to 110-41810-383 (GIS – Travel Business Expenses)
- Transfer of \$3,000 from 110-42400-214 (Inspections – Employee Health Insurance) to 110-42400-533 (Inspections – Equipment Rental/Lease)
- Transfer of \$1,500 from 110-42400-399 (Inspections – Other Contracted Services) to 110-42400-310 (Inspections – Postal Service)

- Transfer of \$6,000 from 110-42400-399 (Inspections – Other Contracted Services) to 110-42400-355 (Inspections – Computer/Data Processing)
- Transfer of \$2,000 from 110-42110-431 (Police Administration – Gasoline & Diesel Fuel) to 110-42110-361 (Police Administration – Repair & Maintenance Vehicles)
- Transfer of \$1,500 from 110-42110-431 (Police Administration – Gasoline & Diesel Fuel) to 110-42110-615 (Police Administration – Sex Offender Administration)
- Transfer of \$30,000 from 110-42120-111 (Patrol – Wages) to 110-42120-119 (Patrol – Holiday Pay)
- Transfer of \$5,000 from 110-42120-214 (Patrol – Employee Health Insurance) to 110-42120-112 (Patrol – Overtime)
- Transfer of \$5,000 from 110-42120-214 (Patrol – Employee Health Insurance) to 110-42120-114 (Patrol – Salaries Temporary Employees)
- Transfer of \$7,000 from 110-42120-214 (Patrol – Employee Health Insurance) to 110-42120-212 (Patrol – Medicare)
- Transfer of \$4,000 from 110-42120-214 (Patrol – Employee Health Insurance) to 110-42120-221 (Patrol – Unemployment Insurance)
- Transfer of \$7,500 from 110-42120-214 (Patrol – Employee Health Insurance) to 110-42120-399 (Patrol – Other Contracted Services)
- Transfer of \$15,000 from 110-42120-214 (Patrol – Employee Health Insurance) to 110-42120-433 (Patrol – Vehicle Parts/Oil/Fluid Tires)
- Transfer of \$1,000 from 110-42120-214 (Patrol – Employee Health Insurance) to 110-42120-999 (Patrol – Other Capital Outlay)
- Transfer of \$1,000 from 110-42130-431 (Investigations – Gasoline & Diesel Fuel) to 110-42130-134 (Investigations – Christmas Bonus & Longevity)
- Transfer of \$1,500 from 110-42130-431 (Investigations – Gasoline & Diesel Fuel) to 110-42130-210 (Investigations – FICA)
- Transfer of \$500 from 110-42130-431 (Investigations – Gasoline & Diesel Fuel) to 110-42130-212 (Investigations – Medicare)
- Transfer of \$500 from 110-42130-431 (Investigations – Gasoline & Diesel Fuel) to 110-42130-310 (Investigations – Postal Service)
- Transfer of \$2,200 from 110-42130-431 (Investigations – Gasoline & Diesel Fuel) to 110-42130-345 (Investigations – Telephone Services)
- Transfer of \$1,650 from 110-42130-431 (Investigations – Gasoline & Diesel Fuel) to 110-42130-364 (Investigations – Repairs & Maintenance Buildings/Grounds)
- Transfer of \$1,000 from 110-42130-431 (Investigations – Gasoline & Diesel Fuel) to 110-42130-399 (Investigations – Other Contracted Services)
- Transfer of \$1,000 from 110-42130-431 (Investigations – Gasoline & Diesel Fuel) to 110-42130-413 (Investigations – Office Equipment)
- Transfer of \$1,500 from 110-42130-431 (Investigations – Gasoline & Diesel Fuel) to 110-42130-419 (Investigations – Small Tools & Equipment)

- Transfer of \$1,500 from 110-42210-431 (Fire Supervision – Gasoline & Diesel Fuel) to 110-42210-214 (Fire Supervision – Employee Health Insurance)
- Transfer of \$1,200 from 110-42210-431 (Fire Supervision – Gasoline & Diesel Fuel) to 110-42210-345 (Fire Supervision – Telephone Services)
- Transfer of \$1,200 from 110-42220-115 (Fire Inspections – Other Salaries & Wages) to 110-42220-111 (Fire Inspections – Wages)
- Transfer of \$700 from 110-42220-115 (Fire Inspections – Other Salaries & Wages) to 110-42220-214 (Fire Inspections – Employee Health Insurance)
- Transfer of \$2,175 from 110-42220-431 (Fire Inspections – Gasoline & Diesel Fuel) to 110-42220-355 (Fire Inspections – Computer Data/Processing)
- Transfer of \$2,000 from 110-42230-343 (Fire Stations – Natural Gas & Propane) to 110-42230-364 (Fire Stations – Repair & Maintenance Buildings Grounds)
- Transfer of \$3,000 from 110-42230-343 (Fire Stations – Natural Gas & Propane) to 110-42230-419 (Fire Stations – Small Tools & Equipment)
- Transfer of \$1,100 from 110-42230-424 (Fire Stations – Janitorial Supplies) to 110-42230-419 (Fire Stations – Small Tools & Equipment)
- Transfer of \$30,000 from 110-42240-111 (Fire Fighting – Wages) to 110-42240-112 (Fire Fighting – Overtime)
- Transfer of \$3,000 from 110-42240-111 (Fire Fighting – Wages) to 110-42240-342 (Fire Fighting – Water & Sewer)
- Transfer of \$4,000 from 110-42240-111 (Fire Fighting – Wages) to 110-42240-355 (Fire Fighting – Computer/Data Processing)
- Transfer of \$4,000 from 110-42240-431 (Fire Fighting – Gasoline & Diesel Fuel) to 110-42240-355 (Fire Fighting – Computer/Data Processing)
- Transfer of \$5,000 from 110-42240-431 (Fire Fighting – Gasoline & Diesel Fuel) to 110-42240-362 (Fire Fighting – Repair & Maintenance Operations Equip)
- Transfer of \$2,000 from 110-42240-431 (Fire Fighting – Gasoline & Diesel Fuel) to 110-42240-378 (Fire Fighting – Education Seminars & Training)
- Transfer of \$7,000 from 110-42240-431 (Fire Fighting – Gasoline & Diesel Fuel) to 110-42240-383 (Fire Fighting – Travel Business Expenses)
- Transfer of \$2,000 from 110-42240-431 (Fire Fighting – Gasoline & Diesel Fuel) to 110-42240-429 (Fire Fighting – General Operating Expenses)
- Transfer of \$4,000 from 110-43110-399 (Public Works Supervision – Other Contracted Services) to 110-43110-219 (Public Works Supervision – Workers Compensation)
- Transfer of \$1,000 from 110-43110-399 (Public Works Supervision – Other Contracted Services) to 110-43110-433 (Public Works Supervision – Vehicle Parts)
- Transfer of \$32,000 from 110-43110-399 (Public Works Supervision – Other Contracted Services) to 110-43110-971 (Public Works Supervision – Motor Equipment)

- Transfer of \$9,000 from 110-43110-413 (Public Works Supervision – Office Equipment) to 110-43110-971 (Public Works – Motor Equipment)
- Transfer of \$3,000 from 110-43120-343 (PW Building & Grounds – Natural Gas & Propane) to 110-43120-114 (PW Building & Grounds – Wages-Temp)
- Transfer of \$400 from 110-43120-342 (PW Building & Grounds – Water & Sewer) to 110-43120-310 (PW Building & Grounds – Postal Services)
- Transfer of \$5,000 from 110-43120-342 (PW Building & Grounds – Water & Sewer) to 110-43120-341 (PW Building & Grounds – Electricity)
- Transfer of \$35,000 from 110-43120-971 (PW Building & Grounds – Motor Equipment) to 110-43120-399 (PW Building & Grounds – Other Contracted Services)
- Transfer of \$2,000 from 110-43130-999 (PW Equipment Shop – Other Capital Outlay) to 110-43130-219 (PW Equipment Shop – Workers Compensation Insurance)
- Transfer of \$2,000 from 110-43140-111 (PW Street Repairs & Maint – Wages) to 110-43140-112 (PW Street Repairs & Maint – Overtime)
- Transfer of \$500 from 110-43140-111 (PW Street Repairs & Maint – Wages) to 110-43140-345 (PW Street Repairs & Maint – Telephone Services)
- Transfer of \$10,000 from 110-43140-111 (PW Street Repairs & Maint – Wages) to 110-43140-362 (PW Street Repairs & Maint – Repair/Maint Operations)
- Transfer of \$5,000 from 110-43140-111 (PW Street Repairs & Maint – Wages) to 110-43140-429 (PW Street Repairs & Maint – General Operating Supplies)
- Transfer of \$15,000 from 110-43140-111 (PW Street Repairs & Maint – Wages) to 110-43140-433 (PW Street Repairs & Maint – Vehicle Parts)
- Transfer of \$12,500 from 110-43140-111 (PW Street Repairs & Maint – Wages) to 110-43140-451 (PW Street Repairs & Maint – Concrete Products)
- Transfer of \$5,000 from 110-43140-111 (PW Street Repairs & Maint – Wages) to 110-43140-455 (PW Street Repairs & Maint – Crushed Stone)
- Transfer of \$7,500 from 110-43140-971 (PW Street Repairs & Maint – Motor Equipment) to 110-43140-455 (PW Street Repairs & Maint – Crushed Stone)
- Transfer of \$1,750 from 110-43160-431 (PW Brush Pick-up – Gasoline & Diesel Fuel) to 110-43160-321 (PW Brush Pick-up – Printing Services)
- Transfer of \$21,000 from 110-43160-431 (PW Brush Pick-up – Gasoline & Diesel Fuel) to 110-43160-458 (PW Brush Pick-up – Salt/Sodium Chloride)
- Transfer of \$1,100 from 110-43175-378 (PW Communications Shop – Education Seminars) to 110-43175-112 (PW Communications Shop – Overtime)
- Transfer of \$2,500 from 110-43175-433 (PW Communications Shop – Vehicle Parts) to 110-43175-112 (PW Communications Shop – Overtime)
- Transfer of \$400 from 110-43175-533 (PW Communications Shop – Equipment Rental/Lease) to 110-43175-112 (PW Communications Shop – Overtime)

- Transfer of \$600 from 110-43175-533 (PW Communications Shop – Equipment Rental/Lease) to 110-43175-341 (PW Communications Shop – Electricity)
- Transfer of \$40,000 from 110-44430-114 (Park & Rec Maintenance – Wages Temporary) to 110-44430-111 (Park & Rec Maintenance – Wages)
- Transfer of \$4,000 from 110-44430-114 (Park & Rec Maintenance – Wages Temporary) to 110-44430-213 (Park & Rec Maintenance – TCRS Contribution)
- Transfer of \$1,000 from 110-44430-114 (Park & Rec Maintenance – Wages Temporary) to 110-44430-214 (Park & Rec Maintenance – Employee Health Insurance)
- Transfer of \$10,000 from 110-44430-219 (Park & Rec Maintenance – Workers Compensation Ins) to 110-44430-214 (Park & Rec Maintenance – Employee Health Insurance)
- Transfer of \$1,000 from 110-44430-431 Park & Rec Maintenance – Gas & Diesel Fuel to 110-44430-214 (Park & Rec Maintenance – Employee Health Ins)
- Transfer of \$7,500 from 110-44430-431 Park & Rec Maintenance – Gas & Diesel Fuel to 110-44430-433 (Park & Rec Maintenance – Vehicle Parts)
- Transfer of \$2,500 from 110-44430-431 Park & Rec Maintenance – Gas & Diesel Fuel to 110-44430-562 (Park & Rec Maintenance – Landfill Fee/Disposal Charges)
- Transfer of \$100,000 from 110-49100-731 (Debt - Interest) to 110-49100-798 (Debt – Paying Agent Fees)
- Transfer of \$50,000 from 110-81000-613 (Special Appropriations – Summer Feeding Program) to 110-81000-616 (Special Appropriations – Economic Development)
- Transfer of \$45,850 from 110-92000-637 (Transfers – LAMTPO) to 110-81000-630 (Special Appropriations – LAMTPO)

CDBG FUND

- Transfer of \$600 from 124-46110-378 (CDBG Administration – Educations Seminars & Training) to 124-46110-111 (CDBG Administration – Wages)
- Transfer of \$2,200 from 124-46110-378 (CDBG Administration – Educations Seminars & Training) to 124-46110-355 (CDBG Administration – Computer/Data Processing)
- Transfer of \$150,000 from 124-46111-801 (CDBG Programs – Grants & Other Subsidies) to 124-46111-760 (CDBG Programs – Transfer to the General Fund)

SOLID WASTE FUND

- Transfer of \$700 from 435-43210-431 (Sanitation Department – Gasoline & Diesel Fuel) to 435-43210-330 (Sanitation Department – Legal Notices)

- Transfer of \$20,000 from 435-43210-431 (Sanitation Department – Gasoline & Diesel Fuel) to 435-43210-433 (Sanitation Department – Vehicle Parts)
- Transfer of \$11,000 from 435-44500-399 (Curbside Recycle – Other Contracted Services) to 435-44500-214 (Curbside Recycle – Health Insurance)
- Transfer of \$841 from 435-44500-399 (Curbside Recycle – Other Contracted Services) to 435-49180-711 (Debt – Principal)

STORM WATER FUND

- Transfer of \$4,000 from 440-43292-111 (Administration – Wages) to 440-43292-112 (Administration – Overtime)
- Transfer of \$40,000 from 440-43293-952 (Drainway Maintenance – Stormwater Maintenance) to 440-43293-111 (Drainway Maintenance – Wages)
- Transfer of \$1,600 from 440-43293-952 (Drainway Maintenance – Stormwater Maintenance) to 440-43293-210 (Drainway Maintenance – FICA)
- Transfer of \$450 from 440-43293-952 (Drainway Maintenance – Stormwater Maintenance) to 440-43293-212 (Drainway Maintenance – Medicare)
- Transfer of \$5,500 from 440-43293-952 (Drainway Maintenance – Stormwater Maintenance) to 440-43293-213 (Drainway Maintenance – TCRS Contribution)
- Transfer of \$50,000 from 440-43293-952 (Drainway Maintenance – Stormwater Maintenance) to 440-43293-451 (Drainway Maintenance – Concrete Products)
- Transfer of \$35,000 from 440-43293-952 (Drainway Maintenance – Stormwater Maintenance) to 440-43293-455 (Drainway Maintenance – Crushed Stone)
- Transfer of \$120,000 from 440-43293-952 (Drainway Maintenance – Stormwater Maintenance) to 440-43293-971 (Drainway Maintenance – Motor Equipment)

Mayor Chesney adjourned the June 7, 2016, City Council meeting at 5:37 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

City of Morristown

Incorporated 1855

Department of Community Development and Planning



MEMO

To: Mr. Tony Cox

From: Alan C. Hartman

Date: 06/09/2016

RE: Requesting Public Hearing for Plans of Service on annexation

BACKGROUND

In accordance with Public Chapter 1101 of 1998 it is a requirement that Tennessee municipalities that have annexed property provide a report and hold a public hearing after an annexation ordinance is adopted. Attached is the report for Bell property annexed last year along Merchants Greene Blvd. as well as some undeveloped property along Thompson Creek Road. Planning staff has distributed these reports to other city departments and Morristown Utilities for review and comment. An advertisement was posted in the local newspaper for a public hearing to be held by City Council on June 21, 2016

RECOMMENDATION:

Staff recommends that City Council hold the required public hearing and make no changes to the plans of services at this time.

ATTACHMENTS:

Plans of Services Reports on two annexed territories.

PUBLIC NOTICE

In accordance with the provisions of the State of Tennessee, **Section 21 (a)** in Public Chapter 1101 of 1998, the City of Morristown will conduct a public hearing on **Tuesday, June 21, 2016** at 5:00 p.m. in the Council Chambers, located in City Center, 100 W. First North Street, Morristown, Tennessee. The hearing will provide an opportunity for public comments on the adopted plans of services and progress reports concerning the following annexation ordinances:

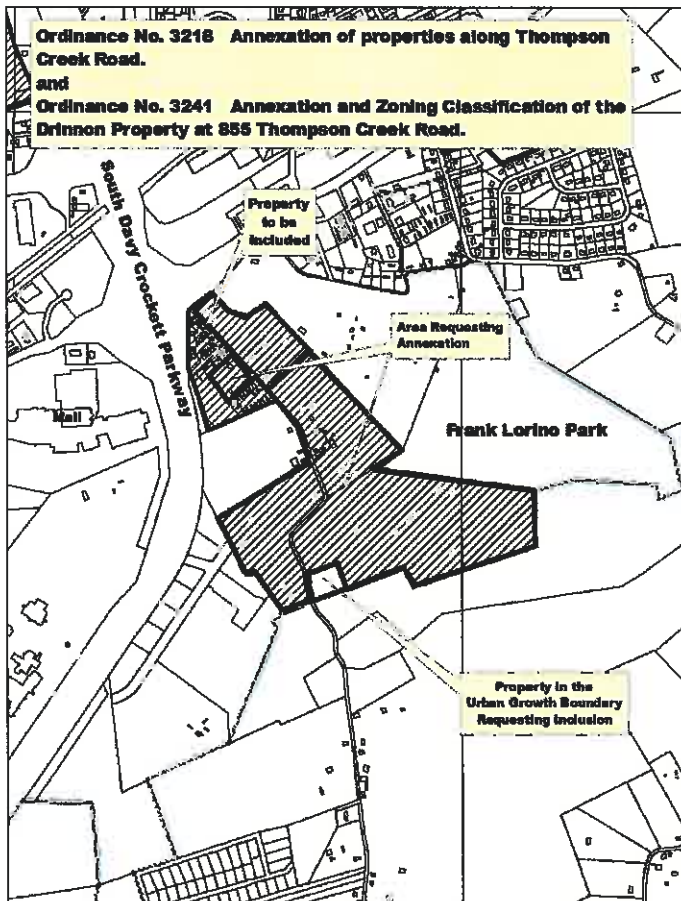
Ordinance No. 3218 and 3241 - Annexation of properties along Thompson Creek Road.
{May 10, 2005 and February 14, 2006}

Ordinance No. 3519 - Annexation of property located between Merchants Greene Boulevard and South Bellwood Road south of Veterans Parkway including portions of Hamblen County Tax Parcel 032 048 05900 and Hamblen County Tax Parcel 032 048 05901{June 2, 2015}

The progress reports on these annexation ordinances are as follows:

Ordinance No. 3218 Annexation of properties along Thompson Creek Road. {May 10, 2005} and Ordinance No. 3241 Annexation and Zoning Classification of the Drinnon Property at 855 Thompson Creek Road. {February 14, 2006}

At a Public Hearing held on August 16, 2005 it was reported that all city services were being provided with the exception that sewer service. At a hearing held on August 15, 2006 the City reiterated that sewer service to serve the substantially developed areas would be in accordance with the City's policies. Any extension of said sewers beyond that of the city's policies shall be at the expense of the property owners or developers. Further, the City reported that sewer will not be extended to the existing residences for at least 10 years after the adoption date of the annexation ordinance for that territory. However, if the planned commercial shopping center proposed within the annexed territory proceeds with development prior to this, the city will provide sewer at the developer's expense at that time. At a Public Hearing held May 15, 2007 it was reported that commercial development of the property by the developers remains unchanged since the last published progress report. Presently, these conditions remain unchanged.



Ordinance No. 3519 - Annexation of property located between Merchants Greene Boulevard and South Bellwood Road south of Veterans Parkway including portions of Hamblen County Tax Parcel 032 048 05900 and Hamblen County Tax Parcel 032 048 05901{June 2, 2015}

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

a. Police

1. Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment, has been provided upon the effective date of annexation.
2. Traffic signals, traffic signs, street markings and other traffic control devices will be installed as needed as established by appropriate study and traffic standards.

b. Fire

Fire protection by the present personnel and the equipment of the fire fighting force, within the limitations of available water and distances from fire stations, is available.

c. Water

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

d. Sanitary Sewer

The necessary collecting, intercepting and trunk sewers to serve the substantially developed annexed area(s) shall be in accordance with the current policies of Morristown Utilities Commission. Any extension of said sewers beyond that of the city's policy shall be at the expense of the property owner or property developer.

e. Electrical

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

f. Refuse Collection

The same regular refuse collection service now provided within the city for residential customers will be extended to the annexed area when development occurs

g. Streets

1. Routine maintenance, on the same basis as in the present city, will begin in the annexed

area when funds from the State gasoline tax based on the annexed population are received (usually July 1 following the effective date of annexation).

2. Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under current policies of the city.

h. Inspection Services

Any inspection services now provided by the city (building, electrical, plumbing, gas, housing, weights and measures, sanitation, etc.) will begin as development necessitates

i. Planning and Zoning

The planning and zoning jurisdiction of the city is in effect to the area. The property was zoned PCD, Planned Commercial District.

j. Street Lighting

Street lights will be installed under the standards currently prevailing in the existing city under policy of Morristown Utilities Commission.

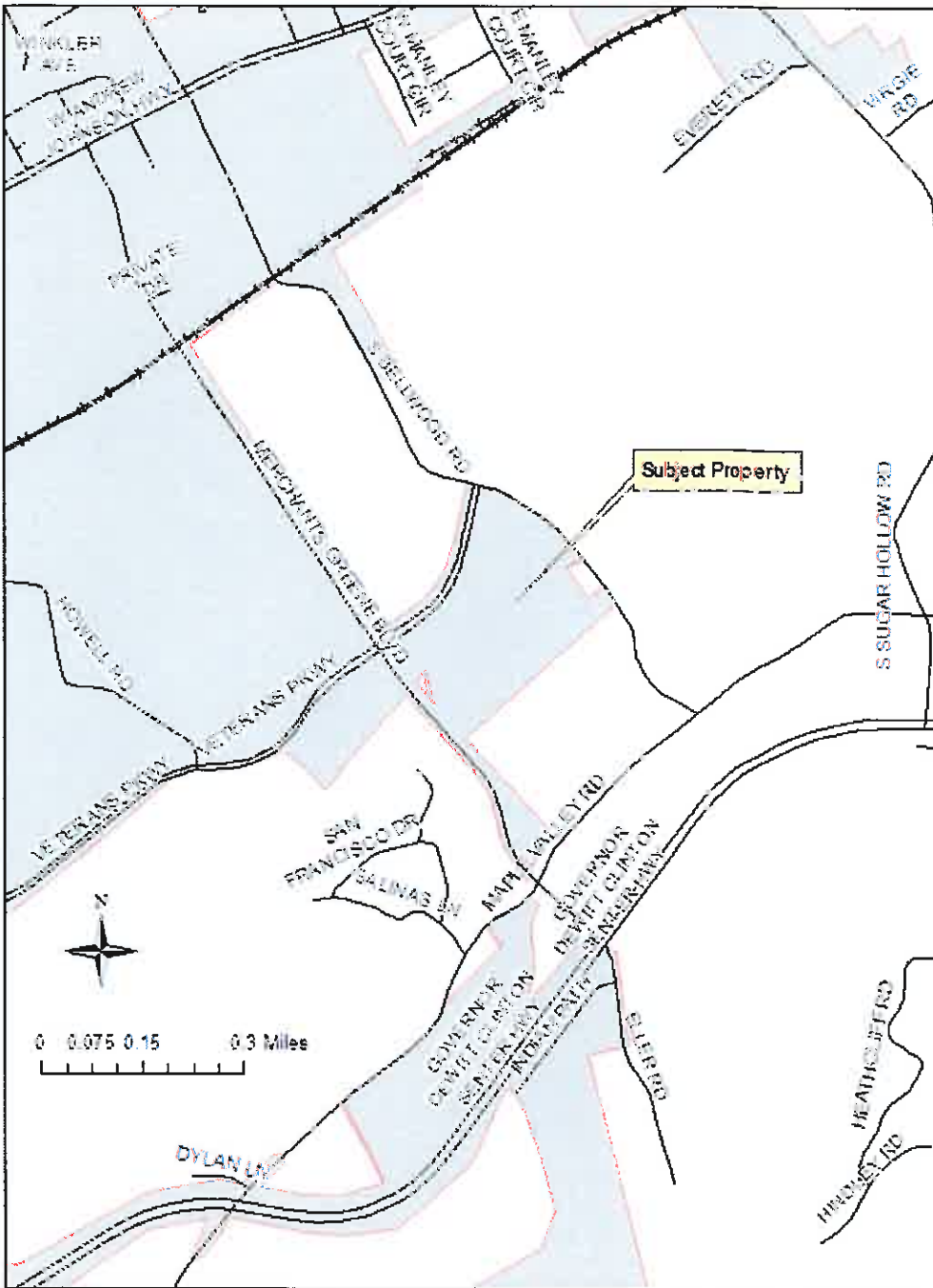
k. Recreation

Residents of the annexed area may use all existing recreational facilities, parks, etc.

l. Miscellaneous

Street name signs where needed will be installed as new street construction requires. Fibernet will be installed per the current Morristown Utility System policy.

Ordinance No. 3519 - Bell property between Merchants Greene Blvd and S Bellwood Rd



ORDINANCE NO. 3555

AN ORDINANCE OF THE CITY OF MORRISTOWN, TENNESSEE
ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING
JULY 1, 2016 AND ENDING JUNE 30, 2017.

WHEREAS, *Tennessee Code Annotated* Title 9 Chapter 1 Section 1-16 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Board of Mayor and City Council has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

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

SECTION 1: That the governing body estimates anticipated revenues of the municipality from all sources to be as follows for fiscal year 2017:

General Fund	FY 2015 Actual	FY 2016 Estimated	2017 Proposed
Local Taxes	\$25,118,815	\$26,231,355	\$27,165,722
Licenses And Permits	1,013,461	892,301	861,000
Intergovernmental	6,866,289	9,267,171	6,545,810
Charges For Services	129,851	128,246	128,000
Fines And Forfeitures	1,073,674	1,059,749	970,000
Uses of Money And Property	525,203	1,512,831	397,687
Total Revenues	34,727,293	39,091,653	36,068,219
Beginning Fund Balance	25,535,914	27,014,574	27,015,606
Total Available Funds	60,263,207	66,106,227	63,083,825

Narcotics Fund	FY 2015 Actual	FY 2016 Estimated	2017 Proposed
Local Taxes	\$0	\$0	\$0
Licenses And Permits	0	0	0
Intergovernmental	0	0	0
Charges For Services	0	0	0
Fines And Forfeitures	97,658	99,250	80,000
Transfer from General Fund	483,218	568,623	0
Total Revenues	580,876	667,873	80,000
Beginning Fund Balance	54,465	83,295	73,054
Total Available Funds	635,341	751,168	153,054

LAMTPO Fund	FY 2015 Actual	FY 2016 Estimated	2017 Proposed
Local Taxes	\$0	\$0	\$0
Licenses And Permits	0	0	0
Intergovernmental	257,932	142,154	328,854
Charges For Services	0	0	0
Fines And Forfeitures	0	0	0
Uses of Money And Property	0	0	0
Transfer from General Fund	0	0	0
Total Revenues	257,932	142,154	328,854
Beginning Fund Balance	455,620	488,646	234,492
Total Available Funds	713,552	630,800	563,346

Solid Waste Fund	FY 2015 Actual	FY 2016 Estimated	2017 Proposed
Local Taxes	\$0	\$0	\$0
Licenses And Permits	0	0	0
Intergovernmental	0	0	0
Charges For Services	1,356,626	1,363,498	1,365,000
Fines And Forfeitures	0	0	0
Uses of Money And Property	0	0	0
Transfer from General Fund	300,000	400,000	230,000
Total Revenues	1,656,626	1,763,498	1,595,000
Beginning Fund Balance	203,306	230,012	344,707
Total Available Funds	1,859,932	1,993,510	1,939,707

Storm Water Fund	FY 2015 Actual	FY 2016 Estimated	2017 Proposed
Local Taxes	\$0	\$0	\$0
Licenses And Permits	0	0	0
Intergovernmental	0	0	0
Charges For Services	1,276,063	1,338,314	1,500,000
Fines And Forfeitures	0	0	0
Uses of Money And Property	5,380	6,765	5,000
Total Revenues	1,281,443	1,345,079	1,505,000
Beginning Fund Balance	3,580,008	3,838,115	2,343,365
Total Available Funds	4,861,451	5,183,194	3,848,365

SECTION 2: That the governing body appropriates from these anticipated revenues and unexpended and unencumbered funds as follows:

General Fund	FY 2015 Actual	FY 2016 Estimated	2017 Proposed
City Legislative Services	\$166,884	\$188,838	\$293,852
City Management	483,567	623,073	784,892
Finance	757,713	827,206	895,023
Procurement Services	72,245	60,741	64,518
Technology Services	507,561	220,185	243,740
Human Resource Services	664,402	662,432	723,851
Legal Services	202,303	177,121	197,303
Community Services	1,512,977	1,178,865	421,953
Code Enforcement Services	178,206	179,127	246,899
Engineering	229,660	289,686	396,820
GIS Department	250,941	261,647	283,583
Inspections	420,123	407,415	540,307
Police	7,543,238	7,450,889	8,457,527
Fire and Medical	7,579,278	7,233,388	7,623,681
Public Works	6,216,832	9,621,584	8,198,509
Park & Rec	2,024,368	2,012,548	2,149,105
CDBG	0	0	494,061
Outside Agencies	237,202	250,000	250,000
Airport	910,628	1,654,981	1,168,906
Debt	1,402,512	1,485,841	2,054,106
Special Appropriations	1,104,775	1,961,431	1,200,169
Internal Transfers	783,218	2,343,623	3,380,000
Total Appropriations	33,248,633	39,090,621	40,068,805
Surplus/(Deficit)	1,478,660	1,032	(4,000,586)
Ending Fund Balance	27,014,574	27,015,606	23,015,020

Narcotics Fund	FY 2015 Actual	FY 2016 Estimated	2017 Proposed
Police Narcotics	\$552,046	\$678,114	\$131,059
Internal Transfers	0	0	0
Total Appropriations	552,046	678,114	131,059
Surplus/(Deficit)	28,830	(10,241)	(51,059)
Ending Fund Balance	83,295	73,054	21,995

LAMTPO Fund	FY 2015 Actual	FY 2016 Estimated	2017 Proposed
Transportation Planning Admin.	\$216,865	\$396,308	\$328,854
Section 5303 Admin and Programs	8,041	0	0
Internal Transfers	0	0	0
Total Appropriations	224,906	396,308	328,854
Surplus/(Deficit)	33,026	(254,154)	0
Ending Fund Balance	488,646	234,492	234,492

Solid Waste Fund	FY 2015 Actual	FY 2016 Estimated	2017 Proposed
Sanitation	\$1,405,503	\$1,404,602	\$1,438,341
Recycling	190,202	210,176	261,263
Debt Service	34,215	34,025	33,083
Internal Transfers	0	0	0
Total Appropriations	1,629,920	1,648,803	1,732,687
Surplus/(Deficit)	26,706	114,695	(137,687)
Ending Fund Balance	230,012	344,707	207,020

Storm Water Fund	FY 2015	FY 2016	2017
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	Actual	Estimated	Proposed
Drainway Maintenance	\$406,244	\$2,005,369	\$542,797
Storm Water Admin.	272,240	254,300	393,231
Debt Service	127,108	362,416	348,638
Depreciation	217,744	217,744	218,386
Total Appropriations	1,023,336	2,839,829	1,503,052
Surplus/(Deficit)	258,107	(1,494,750)	1,948
Ending Fund Balance	3,838,115	2,343,365	2,345,313

SECTION 3: At the end of the current fiscal year the governing body estimates balances/ (deficits) as follows:

General Fund	\$ 27,015,606
Narcotics	\$ 73,054
LAMTPO	\$ 234,492
Solid Waste	\$ 344,707
Storm Water	\$ 2,343,365

SECTION 4: That the governing body recognizes that the municipality has bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Principal	Interest Requirements	Debt Authorized and Unissued	Principal Outstanding at June 30
Bonds	\$208,884	\$135,156	\$0	\$4,373,650
Notes	\$335,000	\$54,632	\$0	\$2,660,000
Capital Leases	\$0	\$0	\$0	\$0
Other Debt	\$893,300	\$708,356	\$0	\$15,259,909

SECTION 5: During the coming fiscal year the governing body has planned capital projects and proposed funding as follows:

Proposed Capital Projects	Proposed Amount Financed by Appropriations	Proposed Amount Financed by Debt
\$7,582,585	\$7,582,585	\$0

SECTION 6: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 T.C.A. Section 6-56-208. In addition, no appropriation may be made in excess of

available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Section 6-56-205 of the *Tennessee Code Annotated*.

SECTION 7: Money may be transferred from one appropriation to another in the same fund by the City Administrator, subject to such limitations and procedures as set in the Section 6-56-209 of the *Tennessee Code Annotated*. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 8: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full time equivalent employees required by Section 6-56-206, *Tennessee Code Annotated* will be attached.

SECTION 9: If for any reason a budget ordinance is not adopted prior to the beginning of the next fiscal year, the appropriations in this budget ordinance shall become the appropriations for the next fiscal year until the adoption of the new budget ordinance in accordance with Section 6-56-210, *Tennessee Code Annotated* provided sufficient revenues are being collected to support the continuing appropriations for no longer than 60 days after the end of the fiscal year. Approval of the Director of the Office of State and Local Finance in the Comptroller of the Treasury for a continuation budget will be requested if any indebtedness is outstanding.

SECTION 10: There is hereby levied a property tax of \$1.20 per \$100 of assessed value on all real and personal property.

SECTION 11: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 12: This ordinance shall take effect July 1, 2016, the public welfare requiring it.

PASSED ON FIRST READING THIS THE 7TH DAY OF JUNE, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR/CITY CLERK

PASSED ON SECOND AND FINAL READING THIS THE 21ST DAY OF JUNE, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR/CITY CLERK

SEAL

APPROPRIATION ORDINANCE

Ordinance Number:3520.01

AN ORDINANCE TO AMEND ORDINANCE NUMBER 3520, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR THE FISCAL YEAR 2015-2016 AND APPROPRIATE THE SUM OF \$6,039,051 FOR YEAR END BUDGET AMENDMENT FOR THE GENERAL FUND. THE ADDITIONAL APPROPRIATION FROM FUND BALANCE IS PRIMARILY FOR THE PURPOSE OF ESTABLISHING THE CAPITAL PROJECTS FUND.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3520 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2015-2016 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Revenue	31100	Property Tax - Current Year	\$250,000			
General (#110)	Revenue	31500	In Lieu - Tax Equivalents	\$200,000			
General (#110)	Revenue	31600	Local Option Sales Tax	\$1,000,000			
General (#110)	Revenue	33290	Other Federal Revenue	\$57,000			
General (#110)	Revenue	33520	State Income Tax	\$200,000			
General (#110)	Revenue	33580	State of Tennessee - TDOT Streets	\$2,710,000			
General (#110)	Revenue	33590	Other State Revenue		\$ 400,000		
General (#110)	Revenue	33602	State of Tennessee - COPS More Grant		\$ 100,000		
General (#110)	Revenue	33603	State of Tennessee - Public Safety In-service	\$48,500			
General (#110)	Revenue	33611	State of Tennessee - Fast Track Grants	\$428,000			
General (#110)	Revenue	33623	State of Tennessee - Farmers' Market	\$100,000			
General (#110)	Revenue	33840	Non-Revenue Fund Balance Appropriation	\$1,843,397			
General (#110)	Revenue	34610	Local Match - Private Business	\$451,354			
General (#110)	Revenue	36320	Sale of Buildings	\$180,000			
General (#110)	Revenue	36720	Insurance Reimbursements	\$70,800			
General (#110)	Revenue	36850	Bond Proceeds		\$ 1,300,000		
General (#110)	Revenue	37880	Transfer from LAMTPO	\$300,000			
General (#110)	Mayor & City Council	110-41100-804	Council Contingency				\$ 50,000
General (#110)	Elections	110-41110-399	Other Contracted Services				\$ 16,000
General (#110)	City Administrator	110-41200-111	Wages			\$ 67,000	
General (#110)	City Administrator	110-41200-214	Employee Health Insurance			\$ 10,000	
General (#110)	Finance	110-41530-514	OPEB Funding			\$ 23,281	
General (#110)	Purchasing	110-41610-111	Wages			\$ 1,500	
General (#110)	Retiree's Benefits	110-41630-262	Health Insurance - Retiree's				\$ 50,000
General (#110)	Computer Operations	110-41640-355	Computer/Data Processing			\$ 50,000	
General (#110)	Computer Operations	110-41640-399	Other Contracted Services			\$ 20,000	
General (#110)	Human Recourse's	110-41650-111	Wages				\$ 5,000
General (#110)	Legal Services	110-41660-352	Legal Services			\$ 100,000	
General (#110)	Codes Enforcement	110-41710-111	Wages			\$ 1,000	

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Codes Enforcement	110-41710-112	Overtime			\$ 8,000	
General (#110)	Codes Enforcement	110-41710-213	TCRS Contribution			\$ 1,500	
General (#110)	Codes Enforcement	110-41710-214	Employee Health Insurance			\$ 2,100	
General (#110)	Codes Enforcement	110-41710-971	Motor Equipment			\$ 18,600	
General (#110)	Engineering	110-41800-111	Wages				\$ 25,000
General (#110)	Engineering	110-41800-533	Equipment Rental/Lease				\$ 12,000
General (#110)	GIS	110-41810-399	Other Contracted Services				\$ 20,000
General (#110)	Inspections	110-42400-111	Wages				\$ 45,000
General (#110)	Police Administration	110-42110-355	Computer/Data Processing			\$ 10,000	
General (#110)	Police Administration	110-42110-359	Other Professional Services			\$ 6,200	
General (#110)	Police Administration	110-42110-399	Other Contracted Services			\$ 4,000	
General (#110)	Police Administration	110-42110-805	DOJ JAG Grant			\$ 13,100	
General (#110)	Patrol	110-42120-111	Wages				\$ 150,000
General (#110)	Patrol	110-42120-431	Gasoline & Diesel Fuel				\$ 100,000
General (#110)	Investigations	110-42130-111	Wages			\$ 20,000	
General (#110)	Investigations	110-42130-112	Overtime			\$ 5,000	
General (#110)	Investigations	110-42130-119	Holiday Pay			\$ 25,000	
General (#110)	Investigations	110-42130-213	TCRS Contribution			\$ 5,000	
General (#110)	Investigations	110-42130-214	Employee Health Insurance			\$ 13,000	
General (#110)	Fire Supervision	110-42210-111	Wages			\$ 6,000	
General (#110)	Fire Stations	110-42230-342	Water & Sewer			\$ 5,000	
General (#110)	Fire Fighting	110-42240-111	Wages				\$ 150,000
General (#110)	Fire Fighting	110-42240-433	Vehicle Parts			\$ 50,000	
General (#110)	PW - Buildings & Grounds	110-43120-399	Other Contracted Services			\$ 200,000	
General (#110)	PW - Equipment Shop	110-43130-111	Wages			\$ 25,000	
General (#110)	PW - Street Repairs	110-43140-111	Wages				\$ 200,000
General (#110)	PW - Street Lighting	110-43150-111	Wages			\$ 50,000	
General (#110)	PW - Street Lighting	110-43150-210	FICA			\$ 2,800	
General (#110)	PW - Street Lighting	110-43150-212	Medicare			\$ 750	
General (#110)	PW - Street Lighting	110-43150-213	TCRS Contribution			\$ 7,500	
General (#110)	PW - Street Lighting	110-43150-214	Health Insurance			\$ 17,250	
General (#110)	PW - Street Lighting	110-43150-365	Street Lights/Traffic Signals			\$ 5,000	
General (#110)	PW- Street Lighting	110-43150-413	Office Equipment			\$ 5,500	
General (#110)	PW - Brush Pick-up	110-43160-111	Wages			\$ 55,000	
General (#110)	PW - Brush Pick-up	110-43160-112	Overtime			\$ 5,000	
General (#110)	PW - Brush Pick-up	110-43160-210	FICA			\$ 2,000	

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	PW - Brush Pick-up	110-43160-212	Medicare			\$ 500	
General (#110)	PW - Brush Pick-up	110-43160-213	TCRS Contribution			\$ 7,500	
General (#110)	PW - Brush Pick-up	110-43160-214	Health Insurance			\$ 30,000	
General (#110)	PW - Sidewalks	110-43180-399	Other Contracted Services			\$ 12,500	
General (#110)	PW - Sidewalks	110-43180-958	Roads, Streets, & Parking			\$ 58,300	
General (#110)	PW - Pavement Management System	110-43300-399	Other Contracted Services			\$ 165,020	
General (#110)	PW - Pavement Management System	110-43300-958	Street Infrastructure Improvements			\$ 3,300,000	
General (#110)	P&R - Administration	110-44410-221	Unemployment Insurance			\$ 7,000	
General (#110)	P&R - Playground & Programs	110-44420-114	Wages - Temporary			\$ 38,000	
General (#110)	P&R - Playground & Programs	110-44420-221	Unemployment Insurance			\$ 2,500	
General (#110)	P&R - Playground & Programs	110-44420-359	Other Professional Services			\$ 7,500	
General (#110)	P&R - Maintenance	110-44430-342	Water & Sewer			\$ 10,000	
General (#110)	Special Appropriations	110-81000-618	Fast Track Grants			\$ 857,150	
General (#110)	Transfers to Other Funds	110-92000-630	Narcotics Fund			\$ 150,000	
General (#110)	Transfers to Other Funds	110-92000-639	Capital Projects Fund			\$ 1,375,000	
			Totals	\$ 7,839,051	\$ 1,800,000	\$ 6,862,051	\$ 823,000

PASSED ON FIRST READING THIS _7th_ Day of June 2016

ATTEST: _____

Mayor
City Administrator

PASSED ON SECOND READING THIS _21st_ Day of June 2016

ATTEST: _____

Mayor
City Administrator

APPROPRIATION ORDINANCE

Ordinance Number:3520.02

AN ORDINANCE TO AMEND ORDINANCE NUMBER 3520, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR THE FISCAL YEAR 2015-2016 AND APPROPRIATE THE SUM OF \$150,000 FOR YEAR END BUDGET AMENDMENT FOR NARCOTICS FUND.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3520 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2015-2016 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
Narcotics (#126)	Revenue	126-37810	Interfund Transfer	\$150,000			
Narcotics (#126)	Narcotics	126-42170-111	Wages			\$ 79,500	
Narcotics (#126)	Narcotics	126-42170-112	Overtime			\$ 15,000	
Narcotics (#126)	Narcotics	126-42170-210	FICA			\$ 5,000	
Narcotics (#126)	Narcotics	126-42170-213	TCRS Contribution			\$ 14,000	
Narcotics (#126)	Narcotics	126-42170-214	Employee Insurance			\$ 14,000	
Narcotics (#126)	Narcotics	126-42170-433	Vehicle Parts			\$ 3,000	
Narcotics (#126)	Narcotics	126-42170-695	K-9 Dogs and Supplies			\$ 8,500	
Narcotics (#126)	Narcotics	126-42170-999	Other Capital Outlay			\$ 11,000	
			Totals	\$ 150,000	\$ -	\$ 150,000	\$ -

In Balance

PASSED ON FIRST READING THIS _7th_ Day of June 2016

ATTEST:

Mayor
City Administrator

PASSED ON SECOND READING THIS _21st_ Day of June 2016

ATTEST:

Mayor
City Administrator



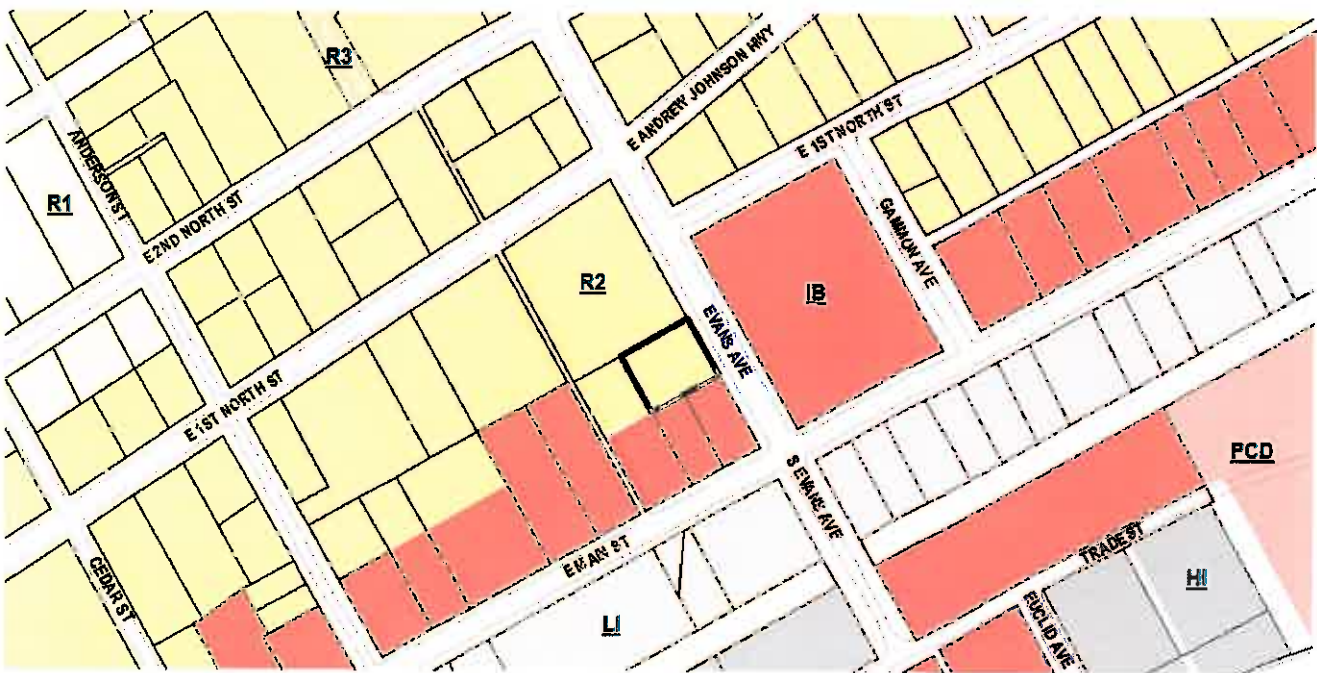
Department of Community Development
100 West 1st North Street
Morristown, TN 37814
(423)585-4620

TO: City Council
FROM: Lori Matthews, Senior Planner
DATE: June 21st, 2016
SUBJECT: Rezoning Request

REQUEST -

A rezoning request has been received by the Planning Department for property located at 119 Evans Avenue which is located between E. 1st North Street and E. Main Streets. The property owner, Mr. Helms, has requested a zoning designation of Local Business (LB) in order to accommodate an antique retail shop.

The property has historically been used for professional offices, most recently for a physician's office. Properties adjoining which front E Main Street are zoned Intermediate Business (IB) and have been so zoned since at least 1975. A house adjoins this lot to the north with Home Trust bank to the east and vacant (grassed) lots to the south and west. Cedarwood Apartments are to the west of the house along the north -



The structure currently located on site was constructed with no kitchen facilities and no shower/bath facilities. (No documentation regarding the building of this structure could be readily located.) Any future owner would be obligated to renovate the structure and include these types of facilities in order to make the structure 'habitable'.

The applicant hopes that a more stringent district, such as the Local Business zone, will add value to the now vacant property as a local antique and primitives dealer is ready to move in.

City Staff sees this rezoning as good planning practice and that a Local Business (LB) district will provide protection to the Medium Density Residential (R-2) neighborhood to the north and Intermediate Business (IB) along the south. Local business uses are unanimous with smaller scale

[Return to Agenda](#)

retail and should deflect any large increase to traffic or noise. The property already has a thick stand of trees surrounding the structure which will provide a barrier to surrounding properties. Staff sees the rezoning of this property as a possible impetus for rezoning of other properties along that corridor as there have been other owners in the area requesting information for their property.

Placement of a less intense and more stringent commercial district between the residences to the north is sound planning as uses allowed under LB are less severe to residential communities with regard to traffic and noise and that this use will mitigate what could become a blighted parcel of land.

The Regional Planning Commission voted unanimously at their meeting of June 14th to forward the request as submitted to City Council for approval.

OPTIONS:

1. Approve rezoning request.
2. Deny rezoning request.



ORDINANCE NO. _____,
ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE
OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B.
{Rezoning of property located at 119 Evans Avenue, Hamblen County
Tax Parcel ID # 032034I O 00100 from Medium Density Residential
(R-2) to Local Business (LB).

SECTION I. WHEREAS, the Morristown Planning Commission has recommended to the City Council of the City of Morristown that a certain amendment be made to Ordinance No. 2092, known as the Zoning Ordinance for the City of Morristown, Appendix B;
NOW, THEREFORE, in order to carry into effect the said amendment:

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from Medium Density Residential (R-2) to Local Business (LB).

That parcel of land currently having been assigned as 119 Evans Avenue and having Hamblen County Tax ID # 032034I O 00100 and being located approximately 135 feet northwest of the intersection of E. Main Street and Evans Avenue.

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

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 21st day of June, 2016.

MAYOR

ATTEST:

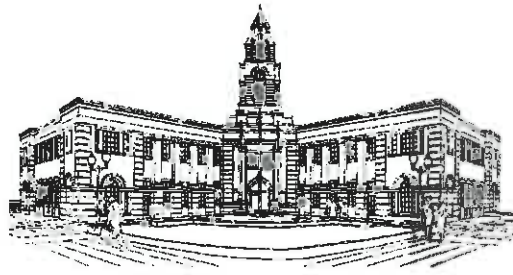
CITY ADMINISTRATOR

Passed on second and final reading this the 5th day of July, 2016.

ATTEST:

MAYOR

CITY ADMINISTRATOR



Morristown City Council Agenda Item Summary

Date: June 14, 2016

Agenda Item: Approval of Bid – Cleaning and Caulking Services

Prepared by: Joey Barnard

Subject: Cleaning and Caulking Services Bid

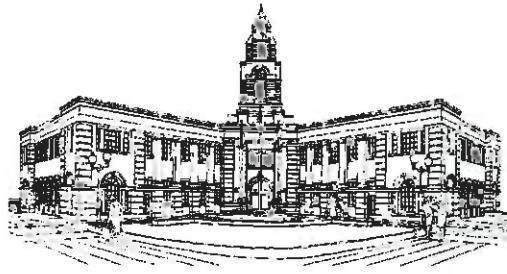
Background/History: The Morristown City Center was recently evaluated in an effort to develop a future plan of improvement to maximize the efficiency and life of the building. That evaluation showed the need for routine maintenance that included cleaning and re-caulking of the outside of the City Center building. Cleaning will include removing all caulk from the outside joints and seams of the building, approximately 165 windows, and then cleaning the entire outside surface of the City Center building. Additionally, all outside joints and seams will then be re-caulked.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on May 20, 2016 and on May 27, 2016. Additionally, the bid was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was 11:00 a.m. on Monday, June 6, 2016. We received one (1) response.

Financial Impact: The bid received included all labor and materials to properly clean and caulk the Morristown City Center. The base bid submitted was \$245,000. An add-on was included to the bid to clean and caulk the site wall along Turkey Creek and parking garage exterior façade in the amount of \$10,000. Therefore, the total financial impact is \$255,000. Additional items were submitted in the bid include providing a brick sealant and addressing areas of concern on the north side of the City Center. However, these items are not included in the financial impact mentioned above. Sufficient funds were properly appropriated in the 2015-16 budget for this expenditure.

Action options/Recommendations: It is staffs' recommendation, in consultation with its contract engineer, to accept the bid submitted by ABG Caulking and Waterproofing of Morristown. Additionally, it requested that council authorize Mr. Tony Cox the authority to make changes to the contract within a variance of \$10,000.

Attachments: None.



Morristown City Council Agenda Item Summary

Date: June 14, 2016

Agenda Item: Approval of Bid – Fire Equipment

Prepared by: Joey Barnard

Subject: Fire Equipment Bid

Background/History: The Morristown Fire Department is anxiously awaiting the delivery of the new aerial truck that will be placed into service once it arrives and is fully equipped. The aerial truck allows access or egress of firefighters and victims, high level water point for firefighting, and has additional vital uses. The City of Morristown recently accepted bids for the various pieces of equipment that are needed to make the aerial truck fully operational. This equipment bid finalizes the purchase of items to equip the aerial truck.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on May 20, 2016 and on May 27, 2016. Additionally, the bid was posted to the City of Morristown's website and Vendor Registry, an online bid facilitation website. The submission deadline was 1:00 PM on Monday, June 6, 2016. We received five (5) responses.

Financial Impact: This expenditure was planned and appropriated in the 15-16 budget. As summarized in the bid tabulation, the bid submitted by Emergency Vehicle Specialists (EVS) provides all of the equipment at the lowest price of \$17,148.38. With the approval and subsequent purchase of the equipment included in this bid, the total cost to equip the new aerial fire truck is approximately \$99,150. The truck itself will be purchased for \$1,074,544. This brings the total cost of truck and equipment to \$1,173,702. The total cost is below appropriated amounts. **One major item to note is the fact that the City is able to pay cash for this purchase.**

Action options/Recommendations: It is staffs' recommendation to accept the best and lowest bid submitted by Emergency Vehicle Specialists to finish equipping the new aerial platform truck.

Attachments: Copy of the Bid Tabulation

City of Morristown
Fire Equipment Bid
Monday, June 06, 2016
1:00 p.m.

ITEM	QUANTITY	NAFECO	Mid-South Emergency Equipment	Bluegrass Uniforms & Equipment	EVS	MES
Elkhart shutoff 1.5 NH x 1.5 NH with 1.5/1.6 inch discharge	3	\$ 861.18	N/A	N/A	\$ 795.66	\$ 912.00
Elkhart nozzle, Line Boss 1.5 NH tip 150 gpm @ 50 psi	3	\$ 1,533.54	N/A	N/A	\$ 922.83	\$ 942.00
Foam Aeration tube to fit bumper of Elkhart Line Boss	2	\$ 438.00	N/A	N/A	\$ 359.30	\$ 390.00
Elkhart 282A mm stream shaper	2	\$ 254.12	N/A	N/A	\$ 265.22	\$ 256.00
Spanner wrench set with double holder to include 2 spanners and 1 hydrant wrench	4	\$ 301.16	\$ 774.84	N/A	\$ 290.40	\$ 180.00
Storz spanner wrench set of 1 with bracket, 2.5 inch x 5 inch Storz	3	\$ 204.72	\$ 265.71	N/A	\$ 179.19	\$ 195.00
Adapter 2.5 x 2.5 NH swivel double female	3	\$ 59.94	\$ 81.75	N/A	\$ 49.56	\$ 75.00
Adapter 2.5 x 2.5 NH double male	5	\$ 41.82	\$ 46.20	N/A	\$ 31.29	\$ 45.00
Adapter/reducer from 2.5 female x 1.5 male NH	3	\$ 39.81	\$ 52.50	N/A	\$ 31.29	\$ 51.00
Adapter 5 inch Storz to 2.5 inch swivel female NH	6	\$ 83.34	\$ 628.62	N/A	\$ 508.68	\$ 648.00
Plug 2.5 inch NH with cham and hard coating	6	\$ 136.98	\$ 142.15	N/A	\$ 99.12	\$ 144.00
Adapter 5 inch Storz x 1.5 female swivel NH	3	\$ 405.87	\$ 412.26	N/A	\$ 326.10	\$ 372.00
Adapter Storz 5 inch x 2.5 male rigid thread NH	2	\$ 223.52	\$ 184.28	N/A	\$ 158.26	\$ 198.00
E-Spot Firebox Vehicle Mount system with 12 volt DC charge cord and DC direct wire rack orange	4	\$ 588.44	\$ 643.19	\$ 690.40	\$ 551.00	\$ 600.00
ProBar 36 inch	2	\$ 398.62	\$ 413.00	\$ 486.00	\$ 380.44	\$ 430.00
6 lb flat head axe, 36 inch handle with reflective tape	3	\$ 171.93	\$ 158.66	\$ 121.50	\$ 99.09	\$ 123.00
6 lb pick head axe, 36 inch handle with reflective tape	3	\$ 190.59	\$ 173.96	\$ 136.20	\$ 111.06	\$ 135.00
K tool complete unit with tool manual, and carrying pouch	1	\$ 128.24	\$ 123.90	\$ 140.00	\$ 114.13	\$ 140.00
Elevator Key set standard	1	\$ 184.71	\$ 177.00	N/A	\$ 163.04	\$ 190.00

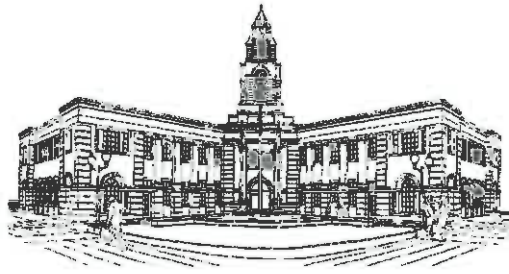
Hydrant socket with 18 inch ratchet wrench	1	\$ 91.78		N/A	N/A	\$ 66.30	\$ 78.00
Hose Jacket 2.5/3 inch	2	\$ 115.76	SEE BELOW	\$ 139.10	\$ 93.80	\$ 110.00	
Original GUT belt with yellow trim 60 inch	8	\$ 980.48		N/A	\$ 1,014.00	\$ 516.56	\$ 928.00
Large self locking (automatic) carabiner, 1 7/8 inch gate opening	12	\$ 641.16	\$ 298.16	\$ 48.00	\$ 367.80	\$ 636.00	
Extinguisher 20 lb CO2 H&H	1	\$ 247.11	\$ 310.35	N/A	\$ 263.23	\$ 240.00	
Extinguisher 20 lb ABC Dry Chemical H&H	1	\$ 94.21	\$ 146.20	N/A	\$ 101.68	\$ 105.00	
Extinguisher 2.5 gallon Pressurized water	1	\$ 81.31	\$ 120.67	N/A	\$ 84.18	\$ 85.00	
High Rise Hose Strap	1	\$ 194.18		N/A	\$ 60.00	\$ 70.00	
5 inch hose roller two man manual style	1	\$ 139.31	\$ 123.73	\$ 160.50	\$ 110.73	\$ 130.00	
Custom Harrington 2-way Siamese clappered (2) 2.5 NH female rocker lug inlets x 2.5 NH male outlet	1	\$ 255.31	\$ 215.34	\$ 272.70	\$ 200.05	\$ 205.00	
Custom Harrington 2-way ball valve 2.5 NH female swivel inlet x 2.5 NH male outlet (hydrant)	2	\$ 518.62	\$ 440.16	N/A	\$ 408.92	\$ 420.00	
Custom Harrington 2-way ball valve 2.5 NH female swivel inlet x (2) 2.5 NH male outlet	1	\$ 417.31	\$ 363.29	N/A	\$ 337.50	\$ 345.00	
Custom Harrington 2-way ball valve 2.5 NH female swivel lug inlet x (2) 1.5 NH male outlet	1	\$ 313.31	\$ 270.09	N/A	\$ 250.92	\$ 256.00	
5 way IDH manifold, 5 inch Storz lock inlet with flow thru gated Storz outlet and (4) 2.5 inch male gated outlets	1	\$ 1,524.00	\$ 1,352.58	N/A	\$ 1,256.58	\$ 1,220.00	
Custom Harrington 3 way Siamese clappered (3) 2.5 NH female swivel rocker lug inlets and (1) 5 inch Storz outlet	1	\$ 551.31	\$ 481.22	\$ 609.35	\$ 447.07	\$ 457.00	
Custom Harrington 2-way ball valve 5 inch Storz lock FTS inlet x (2) x (2) 2.5 NH male outlet	1	\$ 741.31	\$ 652.33	N/A	\$ 606.03	\$ 620.00	
AKROLITE Hose Hoist	1	\$ 274.31	\$ 296.94	N/A	\$ 263.39	\$ 290.00	
Hose and Ladder strap with 36 inch webbing	6	\$ 275.28		N/A	\$ 312.00	\$ 390.00	
Akron 4 foot I-Beam pike pole with standard hook and D- handle	5	\$ 218.82	\$ 206.46	N/A	\$ 140.73	\$ 210.00	
Akron 5 foot I-beam drywall hook with D-handle	2	\$ 142.88	\$ 178.42	N/A	\$ 158.26	\$ 174.00	
12 lb sledge hammer with 36 inch fiberglass handle	1	\$ 72.94	\$ 62.45	\$ 49.60	\$ 41.09	\$ 65.00	
Bolt cutters 36 inch	1	\$ 92.94	\$ 79.06	\$ 89.35	\$ 47.17	\$ 84.00	

Bolt cutter bracket	1	\$ 69.14	\$ 57.76	N/A	\$ 24.46	\$ 67.00
6 inch hose clamp, screw down style	3	\$ 1,076.61	N/A	N/A	\$ 880.26	\$ 990.00
Wedge point crow bar	2	\$ 68.38	\$ 70.68	N/A	\$ 59.30	\$ 80.00
Stanley FUBAR forcible entry tool 30 inch	2	\$ 618.82	N/A	N/A	\$ 163.04	\$ 304.00
Stanley FUBAR forcible entry tool 18 inch	2	\$ 336.62	N/A	N/A	\$ 65.22	\$ 170.00
Glas Master Tool, Complete kit with extra blades	1	\$ 281.14	N/A	N/A	\$ 151.60	\$ 150.00
Portable Salvage covers, 10 oz vinyl 12 foot x 18 foot	10	\$ 964.70	\$ 902.11	N/A	\$ 881.00	\$ 950.00
Positive Pressure Fan, Tempest brand power blower, Direct Drive, 18 inch impeller powered by Honda GX 160 4.6 hp (N/A Substitutes)	1	\$ 1,905.00	\$ 2,211.00	\$ 2,210.00	\$ 1,526.09	\$ 1,858.00
Custom Dramatic 1054 Load and Lock Walkaway Brackets	1	\$ 103.53	N/A	N/A	\$ 83.48	\$ 91.00
CMC Rescue Lifeline 1/4 inch Rope- 200 foot- orange	1	\$ 247.06	\$ 242.60	\$ 320.00	\$ 176.09	\$ 270.00
CMC Rescue Lifeline 1/4 inch Rope- 200 foot-Blue	1	\$ 247.06	\$ 242.60	\$ 320.00	\$ 176.09	\$ 270.00
CMC Rescue Lifeline 1/4 inch Rope- 200 foot-Red	1	\$ 247.06	\$ 242.60	\$ 320.00	\$ 176.09	\$ 270.00
CMC Rescue Lifeline 1/4 inch Rope- 200 foot-Black	1	\$ 247.06	\$ 242.60	\$ 320.00	\$ 176.09	\$ 270.00
CMC Rescue Lifeline 1/4 inch Rope- 200 foot-Yellow	1	\$ 247.06	\$ 242.60	\$ 320.00	\$ 176.09	\$ 270.00
Medium Rope Bag to hold 225 feet of rope- color to be orange	1	\$ 72.93	\$ 64.80	\$ 91.10	\$ 29.35	\$ 27.00
Medium Rope Bag to hold 225 feet of rope- color to be blue	1	\$ 72.93	\$ 64.80	\$ 91.10	\$ 29.35	\$ 27.00
Medium Rope Bag to hold 225 feet of rope- color to be red	1	\$ 72.93	\$ 64.80	\$ 91.10	\$ 29.35	\$ 27.00
Medium Rope Bag to hold 225 feet of rope- color to be black	1	\$ 72.93	\$ 64.80	\$ 91.10	\$ 29.35	\$ 27.00
Medium Rope Bag to hold 225 feet of rope- color to be yellow	1	\$ 72.93	\$ 64.80	\$ 91.10	\$ 29.35	\$ 27.00
KOCHEK Triple Holder with (1) Storz hydrant wrench and (2) standard spanners	3	\$ 285.87	\$ 573.18	\$ 294.15	\$ 238.38	\$ 261.00
KOCHEK Storz adjustable hydrant wrench	1	\$ 16.74	\$ 78.63	\$ 29.50	\$ 32.70	\$ 36.00
KOCHEK adapter 1 1/2 Rooker Lug female swivel NH x 2 1/2 inch NH male	3	\$ 102.93	\$ 194.76	\$ 112.95	\$ 81.00	\$ 90.00
2 1/2 inch hose clamp with mounting bracket	2	\$ 458.62	\$ 1,030.98	N/A	\$ 415.00	\$ 1,010.00
TOTAL		\$ 22,068.22	\$ 16,526.57	\$ 8,658.80	\$ 17,148.38	\$ 20,686.00

\$17,951.35 or \$18,221.53

2.5" Hose Jacket = 1424.78

3" Hose Jacket = 1694.96



Morristown City Council Agenda Item Summary

Date: June 14, 2016

Agenda Item: Approval of Bid – Combination Truck

Prepared by: Joey Barnard

Subject: Combination Truck Bid

Background/History: Morristown Public Works is charged with the responsibility of maintaining the storm water system. Inspection, cleaning, and repair of the storm water system is performed with light and heavy equipment. One piece of equipment that the public works department has been lacking is that of a combination truck. This equipment will allow public works to maintain the integrity of the storm water system.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on May 23, 2016 and on May 30, 2016. Additionally, the bid was posted to the City of Morristown's website and Vendor Registry, an online bid facilitation website. The submission deadline was 10:00 a.m. on Tuesday, June 7, 2016. We received five (5) responses.

Financial Impact: This expenditure was planned and appropriated in the 15-16 budget. As summarized in the bid tabulation, the bids range from a low of \$356,547 to a high of \$383,099. Further evaluation of the bids present noticeable differences in the responses submitted. Although it is not the lowest bid, the bid from Public Works Equipment and Supply meets all specifications. The other bids do not or responded with an alternative to the bid. The staff of public works recommends the bid submitted from Public Works Equipment and Supply for the following reasons: 1) The bid submitted, met all specifications; 2) The reel in the bid submitted is located at the front of the vehicle with optimal range of motion, which provides for better operator safety; and 3) The boom in the specifications is a telescoping vacuum hose boom that allows for greater safety compared to the others that were submitted. Although the cost of the combination truck exceeds the amount that was originally appropriated, there are savings in other line items to cover the costs.

Action options/Recommendations: It is staffs' recommendation to accept the best and lowest bid submitted by Public Works Equipment and Supply.

Attachments: Copy of the Bid Tabulation

City of Morristown
Sewer Combination Truck Bid Tabulation
Tuesday, June 7, 2016 10:00 a.m.

Sewer	Equipment/Configuration	Make and Model	Cost and Options	Sewer	Sewer Combination	Total
Rodders and Jets Supply Co.	Alternate	KW T-470 (2017)	\$119,280.00	Vacall 1215	\$	262,712.00
CMI Equipment Sales	Alternate	Kenworth T440	\$108,200.00	Aquac-Tech B-15	\$	248,347.00
CMI Equipment Sales	Alternate	Kenworth T470	\$108,390.00	Aquac-Tech F-15	\$	262,517.00
MHC Kenworth	Alternate not Specified Signed as taking exception	2017 Kenworth T440	\$104,272.00	Vac Con V212HEN/1500 LHA-O Single Engine	\$	259,878.00
Public Works Equipment and Supply	As Specified	Kenworth T440	\$102,330.00	Vector 2100 Plus	\$	280,769.00
						\$383,099.00

EXHIBIT "A"

Work Authorization Number 11- 20 16 AIRPORT DRAINAGE STUDY

Date: 28MAR16

32-555-XXXX-04
(Project Identification No.)

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

Scope of Services AIRPORT DRAINAGE STUDY:

This project is to study and provide a plan for addressing drainage related problems, sinkholes, ponding water, erosion, and/or flat swales in the runway safety area, along taxiway, runway, taxi lane, and apron areas.

The ENGINEER will provide the overall management of the project. The ENGINEER will be responsible for the primary coordination between the Owner, State, and consulting team. The ENGINEER will be responsible for the review of collected data and analysis of problem areas.

The ENGINEER will present the findings from review of collected data and analysis of problem areas at the 35% submittal milestone. Discussions at this submittal will direct the approach to developing the path forward.

The ENGINEER will develop remediation scope to address the deficient areas. This plan may include maintenance suggestions or design options for remedies. Design options will reference future development plans to help avoid conflicts at a later date. The plan will be discussed with the Owner and State to establish timelines for the work and budget impacts of the corrective measures. This development plan will be included in the final report.

Report submittal milestones will be at 35%, 95%, and final.

The ENGINEER will participate in an initial on-site coordination meeting, two on-site meetings for the 35% and 95% submittals and site visits with the survey and geotechnical sub-consultants.

The ENGINEER will develop the design documents for a project(s) which will be determined from the development plan results given in the final report and discussions with the Owner and State.

The ENGINEER will participate in two on-site meetings for the 35%, 90% design submittals.

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

Time of Performance:

<u>Task</u>	<u>Task Ending</u>
• Notice to Proceed	To Be Determined
• Survey	21-days following Notice to Proceed
• Geotechnical Investigation	14-days following Notice to Proceed
• 35% Preliminary Findings Review	37-days following Notice to Proceed
• 95% Report Submittal and Review	65-days following Notice to Proceed
• 100% Final Delivery	72-days following Notice to Proceed
• 35% Design Submittal and Review	20-days following Project Decision
• 90% Design Submittal and Review	45-days following Project Decision
• Advertise for Bids	60-days following Project Decision
• Pre-Bid Meeting	7-days following Advertisement
• Receive Bids	30-days following Advertisement

Compensation:

• Basic Services – Design Development (Lump Sum)	\$ 31,000.00
• Basic Services – Construction Documents (Lump Sum)	\$ 20,000.00
• Basic Services – Bid and Grant Award (Lump Sum)	\$ 5,600.00
• Special Services – Not to Exceed	\$ 22,000.00

TOTAL NOT TO EXCEED	\$ 78,600.00
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Agreed as to Scope of Services, Time of Performance and Compensation:

OWNER:
CITY OF MORRISTOWN

ENGINEER:
MICHAEL BAKER INTERNATIONAL, INC.

Title:

Title: Vice President

Date: _____

Date: _____

ATTACHMENT B-1

**ENGINEER'S ESTIMATE OF COMPENSATION
BASIC SERVICES
WORK AUTHORIZATION NO. 11 - 2016
MORRISTOWN REGIONAL AIRPORT
MORRISTOWN, TN
AIRPORT DRAINAGE PROJECT**

28-Mar-16

Phase / Activity

1. DESIGN DEVELOPMENT

	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
<u>Labor</u>			
Project Manager	28	\$168.00	\$4,704.00
Senior Engineer	64	\$135.00	\$8,640.00
Engineer	96	\$114.00	\$10,944.00
Designer	0	\$90.00	\$0.00
Sr. CADD Technician	82	\$75.00	\$6,150.00
Secretary/Technical Assistant	0	\$65.00	\$0.00
			<u>\$30,438.00</u>

Expenses

Travel to/ from Airport (Survey Site Visit, Geotech Site Visit, Progress Meetings):	\$500.00
Printing, Copying, Postage & Shipping	<u>\$62.00</u>
	<u>\$562.00</u>

Sub-Total Design Development Phase

\$31,000.00

Phase / Activity

2. DESIGN, PLANS AND SPECIFICATIONS

	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
<u>Labor</u>			
Project Manager	10	\$168.00	\$1,680.00
Senior Engineer	16	\$135.00	\$2,160.00
Engineer	24	\$114.00	\$2,736.00
Designer	44	\$90.00	\$3,960.00
Sr. CADD Technician	92	\$75.00	\$6,900.00
Secretary/Technical Assistant	28	\$65.00	\$1,820.00
			<u>\$19,256.00</u>

Expenses

Travel to/ from Airport (2 plan-in-hand meetings-35%,95%):	\$160.00
Printing, Copying, Postage & Shipping	<u>\$584.00</u>
	<u>\$744.00</u>

Sub-Total Design, Plans and Specs Phase

\$20,000.00

ATTACHMENT B-1

ENGINEER'S ESTIMATE OF COMPENSATION BASIC SERVICES WORK AUTHORIZATION NO. 11 - 2016 MORRISTOWN REGIONAL AIRPORT AIRPORT DRAINAGE PROJECT

28-Mar-16

Phase / Activity

	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
3. CONSTRUCTION BID AND GRANT AWARD PHASE			
<u>Labor</u>			
Project Manager	12	\$168.00	\$2,016.00
Senior Engineer	0	\$135.00	\$0.00
Engineer	13	\$114.00	\$1,482.00
Designer	4	\$90.00	\$360.00
Sr. CADD Technician	0	\$75.00	\$0.00
Secretary/Technical Assistant	24	\$65.00	\$1,560.00
			<u>\$5,418.00</u>

Expenses

Travel to/ from Airport (pre-bid meeting/bid -opening):	\$160.00
Printing, Copying, Postage & Shipping	\$22.00
	<u>\$182.00</u>

Sub-Total Bidding and Grant Award Phase

\$5,600.00

Phase / Activity

	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
4. CONSTRUCTION ADMINISTRATION & CLOSE-OUT			
<u>Labor</u>			
Project Manager	0	\$168.00	\$0.00
Senior Engineer	0	\$135.00	\$0.00
Engineer	0	\$114.00	\$0.00
Designer	0	\$90.00	\$0.00
Sr. CADD Technician	0	\$75.00	\$0.00
Secretary	0	\$65.00	\$0.00
			<u>\$0.00</u>

Expenses

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

Sub-Total Construction Admin & Closeout

\$0.00

BASIC SERVICES - TOTAL LUMP SUM COMPENSATION

\$56,600.00

ATTACHMENT B-2

ENGINEER'S ESTIMATE OF COMPENSATION
SPECIAL SERVICES
WORK AUTHORIZATION NO. 11 - 2016
MORRISTOWN REGIONAL AIRPORT
MORRISTOWN, TN
AIRPORT DRAINAGE PROJECT

28-Mar-16

	<u>Total</u>
<u>1.SURVEY FOR DESIGN</u>	
Subcontracted Services	
Ground Surveys - Lump Sum	\$15,000.00
Consultant's Administrative Fee (10%)*	\$1,500.00
Sub-Total Survey for Design	\$16,500.00
<u>2.GEOTECHNICAL TESTING FOR DESIGN</u>	
Subcontracted Services- Allowance	
Geotechnical Investigation - Lump Sum	\$5,000.00
Consultant's Administrative Fee (10%)*	\$500.00
Sub-Total Geotechnical for Design	\$5,500.00
<i>* Administrative Fee of 10% of subcontracted services in accordance with Section II, Paragraph B of the Master Agreement.</i>	
SPECIAL SERVICES - TOTAL NOT-TO-EXCEED COMPENSATION	\$22,000.00
FEE SUMMAARY	
BASIC SERVICES - LUMP SUM	\$56,600.00
SPECIAL SERVICES - NOT TO EXCEED	\$22,000.00
GRAND TOTAL	\$78,600.00



Morristown City Council Agenda Item Summary

Date: June 14, 2016

Agenda Item: Approval of Request for Proposal – Airport Hangar Lease

Prepared by: Joey Barnard

Subject: Airport Hangar Lease – Hangar 35

Background / History: The City of Morristown owns prefabricated metal hangars at the Morristown Regional Airport and leases these hangars to generate revenue. The City of Morristown relies on the Morristown Municipal Airport Commission to oversee the operation of the airport. Hangar 35 became available for lease. Thus, the City of Morristown and the Morristown Municipal Airport Commission sought proposals to lease the available hangar for the storage of aircraft and aviation purposes.

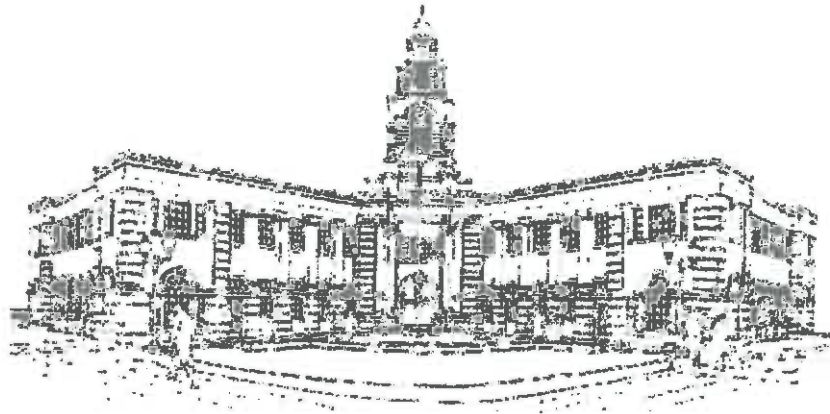
Findings / Current Activity: The Request for Proposal (RFP) was advertised in the *Citizens Tribune* on May 23, 2016 and on May 29, 2016. Additionally, the RFP was posted to the City of Morristown's website. The submission deadline was 10:00 a.m. on Friday, June 10, 2016. One response was received to the RFP. The Morristown Municipal Airport Commission reviewed the response received and approved to accept the response. Additionally, the Commission approved for the Chairman to negotiate the lease agreement on its behalf.

Financial Impact: The proposed five-year lease will generate \$15,012 per year, or \$75,060 over the five year period.

Action options / Recommendations: It is Commission's recommendation to accept the response submitted by Golden Eagle Aviation, LLC. Additionally, the Commission requests that Council approves the lease agreement subject to Commission concurrence. The lease agreement was prepared by the city attorney's office.

Attachments: Copy of Morristown Airport Hangar Lease Agreement (Hangar #35)

CITY OF MORRISTOWN, TENNESSEE



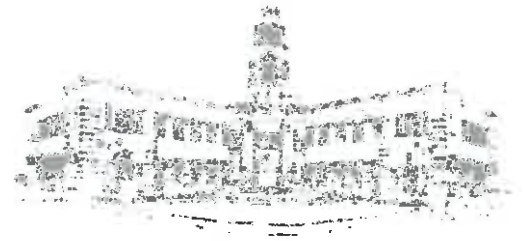
REQUEST FOR PROPOSAL (RFP):

Morristown Regional Airport: Hangar Lease

May 20, 2016

City of Morristown

Incorporated 1855



May 20, 2016

To Whom It May Concern:

The City of Morristown is accepting proposals for the lease of a prefabricated metal hangar located at the Morristown Regional Airport. The hangar will be leased for the purpose of aircraft storage. Minimum qualifications and selection criteria along with terms and conditions are enclosed.

The deadline for proposers to submit questions regarding this Request for Proposal is noon on June 2, 2016. Questions should be remitted directly to me via e-mail at the following address: jbarnard@mymorristown.com. The answers to these questions will be posted on the City of Morristown's website at www.mymorristown.com/departments/purchasing/index.php by 5 p.m. on Friday, June 3, 2016.

Proposal must be submitted to my attention in the Finance Department by 10 a.m. on Friday, June 10, 2016 at which time they will be opened. Your interest in leasing a hangar for the storage of your aircraft at Morristown Regional Airport is appreciated.

Sincerely,

Joey Barnard, CGFM, CFE, MBA
Finance/Purchasing Manager

Enclosures

INVITATION FOR REQUEST FOR PROPOSAL

Office of Finance
100 West First North Street
Morristown, TN 37814

INTRODUCTION

The City of Morristown is requesting proposals from qualified candidates for the lease of a prefabricated metal hangar located at the Morristown Regional Airport.

Proposer shall return Request for Proposal in SEALED envelope to:

City of Morristown
Attn: Joey Barnard, Finance and Purchasing Manager
100 West First North Street
Morristown, TN 37814

Public opening of the Request for Proposal will be held at the address below at the deadline date and time designated in the Invitation for Request for Proposal.

DATE ISSUED: Friday, May 20, 2016

RFP TITLE: Hangar Lease

RFP DEADLINE DATE & TIME: Friday, June 10, 2016; 10:00 a.m. Eastern Time (local prevailing time)

RFP OPENING LOCATION: Morristown City Center, Community Room, 2nd Floor

RFP CONTACT: Joey Barnard, Finance/Purchasing Manager

CONTACT PHONE: 423.585.4614

CONTACT EMAIL: jbarnard@mymorristown.com

TERMS AND CONDITIONS

A. REQUIREMENTS FOR RFP SUBMISSION.

- a. COMPLETE, BOUND, ORIGINAL, proposal.
- b. Complete and original "Invitation for Request for Proposal" that is initialed by authorized individual.
- c. Complete, electronic COPY of Invitation for Request for Proposal. The electronic media copy shall be saved in Adobe PDF format.
- d. All Requests for Proposal shall be submitted SEALED, envelope clearly marked with the proposal name, date, and time ON THE OUTSIDE OF THE SEALED ENVELOPE.
- e. Copy of Firm's IRS W-9 Form.

B. RFPs RECEIVED ON TIME. Proposals and amendments thereto, if received by the City of Morristown's Finance Office after the date and time specified for opening, will not be considered. It will be the responsibility of the PROPOSER to see that the RFP is received by the City of Morristown's Finance Office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic, and verbal proposals will not be accepted. Any proposal received after the opening date and time will remain unopened and on file. The City of Morristown will not be responsible for proposals received late because of delays by a third party delivery service, i.e., U.S. Mail, UPS, Federal Express, etc.

C. TAX EXEMPT. The City of Morristown is a tax exempt entity. The successful vendor will be provided with an executed copy of tax exempt form.

D. ANTI-COLLUSION. The proposer certifies by signing this document that the RFP is made without prior understanding, agreement, or accord with any person submitting a RFP for the same services and that this RFP is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.

E. AWARD IN WHOLE OR IN PART. The City of Morristown reserves the right to: award by item, groups of items, or total proposal; to reject any and/or all proposals in whole or in part, and to waive any informality if it is determined to be in the best interest of City of Morristown.

F. OPEN RECORDS ACT. Once the RFP document is submitted to the City of Morristown and is opened, it constitutes a public record and is subject to open records requests pursuant to the Tennessee Open Records Act.

G. PAYMENT TERMS. The City of Morristown pays from monthly statements for services rendered. Payments are made within 15 days of the previous month's statement being received in the City of Morristown's Finance Office.

H. RECEIPT DOES NOT CONSTITUTE AWARD. Receipt of your RFP by the City of Morristown is not to be construed as an award for services.

- I. **AVAILABILITY OF FUNDS.** Obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
- J. **AUTHORIZED SIGNATURE.** All proposals must be signed by an authorized, responsible officer or employee having the authority to enter into contracts. Obligations assumed by such signature must be fulfilled.
- K. **NO SUBMISSION.** If you choose to not respond to this Request for Proposal, advise the City of Morristown of your intent and state the reason. Failure to do so may risk removal of your name from our mailing list/e-mail list.
- L. **KNOWLEDGE OF LAWS AND REGULATIONS.** The proposer shall keep fully informed of all Federal, State, and Local laws, ordinances, and regulations that in any manner affect the conduct of the work. The proposer shall observe and comply with all such laws, ordinances, and regulations and shall protect and indemnify the City of Morristown and its representatives against any claim or liability arising from or based on any violations of the same, whether by the proposer, the proposers subcontractors, suppliers, or others by the proposer or the employee of any of them. Any contract entered into will be governed by the laws of the State of Tennessee.
- M. **DIRECT CONTACT PROHIBITED.** Direct contact with City Departments other than the City of Morristown's Finance Office representative on the subject of this RFP is expressly forbidden except with the foreknowledge and permission of the City of Morristown Finance's Office.
- N. **NON-DISCRIMINATION.** During the performance of this contract, the proposer agrees as follows: he/she will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the proposer. The proposer agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. During the performance of this contract, the contractor agrees to provide a drug-free workplace.
- O. **RIGHT TO WITHDRAWAL.** Proposers have the right to request withdrawal of their proposals from consideration due to error by giving notice at any time before and not later than two (2) days after proposals are publically opened.
- P. **ORIGINAL RFP DOCUMENT.** The original RFP document maintained by the City of Morristown's Finance Office shall be considered the official copy document.
- Q. **CLOSED FOR BUSINESS.** If the City of Morristown is closed for business at the time scheduled for the RFP opening, for whatever reason, sealed RFPs will be accepted and opened on the next business day of the City, at the originally scheduled hour.

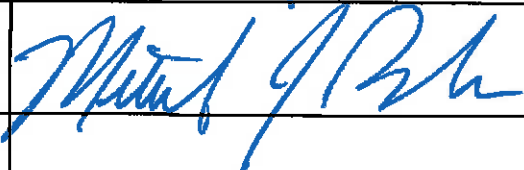
- R. **RFP APPROVAL BY LEGISLATIVE BODY.** The RFP awarding must be approved by the City of Morristown, City Council. The Morristown Municipal Airport Commission will make recommendation to Morristown City Council using the criteria listed below.
- S. **REFERENCE TO BRAND NAMES.** Any reference to brand names, trade names, model numbers, catalog numbers or other descriptions peculiar to any item is made to establish a required level of quality and functional capabilities and is for reference only; it is not intended to exclude other products of that level. Please include with RFP any specifications, brochures, catalogs, etc., or other data as will provide adequate basis of determining the quality and functional capabilities of the product offered if applicable.
- T. **VENDOR POOR PERFORMANCE.** The City of Morristown may cancel the contract with the vendor at any time for vendor poor performance. Cancellation shall not release the vendor from legal remedies available to the City of Morristown.
- U. **PAST PERFORMANCE/EXPERIENCE.** If it is determined to be in the best interest of the City of Morristown, the City reserves the right to reject any proposal based on unsatisfactory past performance/experience.
- V. **PURCHASE ORDERS.** The City of Morristown utilizes purchase orders for ordering goods and/or services. An order may not be fulfilled without a purchase order number from the City of Morristown.
- W. **FORCE MAJEURE.** The City of Morristown or bidder shall not be liable for any failure of, or delay in the performance of this contract for the period that such delay or failure is due to causes beyond reasonable control, including but not limited to acts of God, labor disputes, government orders, or any other force majeure event.
- X. **ADDENDA.** In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any and all addenda will be numbered in sequence, dated as of the date of issue, and sent via fax or email to all prospective proposers. The proposer shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their proposal.
- Y. **QUESTIONS.** All questions shall be directed to the RFP contact listed on the first page of this document unless otherwise stated. All communication shall be received by email to jbarnard@nymorristown.com.

VENDOR INFORMATION and ANTI-COLLUSION STATEMENT

Please print or type clearly. Complete each section entirely and verify for accuracy.

By signing this form the proposer agrees that he/she has not divulged to, discussed, or compared his/her RFP with other proposers and has not colluded with any other proposer or parties regarding the RFP whatsoever. Note: no premiums, rebates or gratuities to any employee or agent are permitted with, prior to, or after any delivery of service and or materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from the RFP list and could constitute a felony and result in a fine, imprisonment, as well as civil damages.

In compliance with this Invitation for Request for Proposal, and subject to all the conditions thereof, the undersigned offers, if this RFP is accepted, to furnish any or all of the items and/or services as described herein. The undersigned certifies that he/she has read, understands, and agrees to all terms, conditions, and requirements of this RFP, and is authorized to contract on behalf of the firm named below. This form must be signed personally by the proposer or the proposer's authorized agent. All signatures must be original and not photocopies.

COMPANY NAME:	GOLDEN EAGLE AVIATION, LLC
CONTACT PERSON:	MICHAEL BUNCH
CONTACT PERSON TITLE:	MANAGING PARTNER
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	
FEDERAL TAX ID # (or Social Security #, if applicable)	318-30-3211
STREET ADDRESS:	P.O. Box 671
STREET ADDRESS:	1103 W. MORRIS BLVD.
CITY, STATE, ZIP:	MORRISTOWN, TN. 37815
TELEPHONE NUMBER:	(423) 581-2320
FAX NUMBER:	(423) 587-6905
EMAIL:	MIKEYSBUNCH@AOL.COM
DATE:	JUNE 6, 2016

**By signing this form, the proposer signifies understanding and agreement with the City of Morristown's Terms and Conditions.

Proposer Initial **MB**

Page 7 of 14

[Return to Agenda](#)

EXCEPTIONS

Proposer **MUST** sign the appropriate statement below, as applicable


☐

Proposer understands and agrees to all terms, conditions, requirements and specifications stated herein. NO EXCEPTIONS ARE TAKEN.

FIRM NAME:	
AUTHORIZED REPRESENTATIVE: (printed)	
AUTHORIZED REPRESENTATIVE: (signature)	
DATE:	

☒

Proposer takes exception to the following terms, conditions, requirements and specifications stated herein.

FIRM NAME:	GOLDEN EAGLE AVIATION, LLC
AUTHORIZED REPRESENTATIVE: (printed)	MICHAEL J. BUNCH
AUTHORIZED REPRESENTATIVE: (signature)	
DATE:	JUNE 6, 2016
EXCEPTIONS TO NOTE:	
PROPOSER WANTS TO BUY FUEL AT THE MORRISTOWN REGIONAL AIRPORT AND WILL BUY IT AS LONG AS IT IS AT OR NEAR MARKET RATE.	

Vendors should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "Non-Responsive", risking the rejection of their submittal.

OVERVIEW

The City of Morristown (hereinafter "City") has a municipal airport that is operated by the Morristown Municipal Airport Commission (hereinafter "Commission"). The City and the Commission are seeking proposals from interested parties for the lease of a prefabricated metal hangar located at the Morristown Regional Airport. The hangar will not be utilized as a general storage facility. The hangar will be leased for the storage of aircraft and used for aviation purposes only.

GENERAL DESCRIPTION

A. Building:

The prefabricated metal hangar is securely located inside the airport's perimeter chain-link fence. Vehicle entry to the hangar is obtained by entering through an electric gate that is controlled by keypad. A stone base vehicle parking area is located adjacent to the hangar. The outside dimensions of the hangar measure eighty (80) feet long by sixty (60) feet wide (80x60) for a total of 4,800 square feet. Entry into the hangar area is gained via a 58' electrically operated bi-fold door that allows for a 56' opening with 14.5' of height clearance. Additionally, there is an entry door that allows access into the hangar area. This area has lighting and gas heat. A two story office area is included within the hangar with its own entry door. The office area measures 260 square feet on each floor and includes heating and cooling on the first floor only. A restroom is located on the first level. The taxi way and runway are accessible from the hangar via a taxi lane. Please see GIS map that is included herein as Exhibit A for location of hangar. The proposer will be responsible for general ground maintenance that will be detailed in the executed lease agreement.

B. Utilities:

The proposal that is selected for the lease will ultimately be responsible for establishing utility service directly with the utility service provided. The utilities servicing the hangar are as follows:

- AT&T: telecommunications and internet
- Atmos Energy: natural gas
- Charter Communications: telecommunications, cable, and internet
- City of Morristown: refuse
- Morristown Utility Systems: electrical, water, and sanitary sewer
- Morristown Fibernet: telecommunications, cable, internet

C. Term

Upon approval of the selected proposal, the Commission is seeking an initial contract period that will cover approximately five (5) years. The initial term of the lease will commence upon approval of the Commission and the City Council and will end on June 30, 2021. Thereafter, the lease may be extended for an additional five-year term. Complete details related to the term of the lease will be included in the lease contract that is executed with the selected proposer.

D. Insurance

- a. **Liability Coverages** – The Successful Proposer shall furnish at his/her own expense and keep in full force during the terms of this contract the following coverages which shall list the City as an additional insured:
 - ☐ Insurance covering bodily injury in the minimum sum of \$1,000,000 for each occurrence
 - ☐ Insurance covering property damage in the minimum sum of \$1,000,000 for each occurrence, \$2,000,000 aggregate.
- b. **Certificates of Insurance** – Upon award, the Proposer shall provide to the City complete certificates of insurance to meet the above requirements. Policies shall be endorsed to provide the City at least 30 days written notice of reduction, cancellation or intent not to renew coverages as called for above. If insurance is canceled, reduced, non-renewed or otherwise is not in effect to the minimum required coverage, the Successful Proposer must cease work on this proposal.

PROPOSAL FORMAT

The proposal shall be styled at the discretion of the submitter. However, at a minimum it must address these areas:

1. Proposed use and need for hangar including how the use will benefit the area's aviation community;
2. Expected annual fuel purchases from the Morristown Regional Airport's fixed based operator; and
3. Expected annual operations (takeoffs and landings) by aircraft type.

SELECTION CRITERIA

Proposals will be evaluated based on the evaluation criteria described below, as well as on any proposed fees for the services offered. The City and its' Municipal Airport Commission may conduct such investigations as deemed necessary to establish the responsibility and qualifications of the Proposer. The City will contract directly with the respondent that is selected.

Item:	Point Value (Maximum)
Proposed rent and estimated fuel sales	50 points
Proposals benefit to area's aviation community	25 points
Expected annual operations	15 points
Thoroughness of response	10 points
TOTAL Points Available	100 points

LEASE

The City and Commission desire to enter into a five-year contract as detailed in this document. In addition to the monthly lease payments as detailed herein, a security deposit of \$2,500 (two months' rent) will be required. Proposer shall state a monthly lease payment for each year defined below. The City and Commission have determined that the proposed minimum lease payment must be at least \$1,250 per month for the first year of the lease:

Financial Audit

Fiscal Year Ended June 30, 2017	<u>1,251.00</u>
Fiscal Year Ended June 30, 2018	<u>1,251.00</u>
Fiscal Year Ended June 30, 2019	<u>1,251.00</u>
Fiscal Year Ended June 30, 2020	<u>1,251.00</u>
Fiscal Year Ended June 30, 2021	<u>1,251.00</u>

Explanation: _____

REQUEST FOR PROPOSAL SCHEDULE (all times are Eastern Standard Time)

Let out RFP	Friday	May 20, 2016
Question cut off	Thursday – 12:00 p.m.	June 2, 2016
Posting response of all questions	Friday – 5:00 p.m.	June 3, 2016
RFP response submitted	Friday – 10:00 a.m.	June 10, 2016
RFE evaluated and approved by Commission	Tuesday – 2:00 p.m.	June 14, 2016
Recommendation to City Council for approval	Tuesday – 5:00 p.m.	June 21, 2016
Contract Begins	Wednesday	July 1, 2016

THE CITY OF MORRISTOWN, TENNESSEE
COMPANY/CONTRACTOR AFFIDAVIT FORM
Conflict of Interest Statement

THE AFFIANT STATES TO CITY OF MORRISTOWN, TENNESSEE:

I (WE) HEREBY CERTIFY THAT IF THE CONTRACT IS AWARDED TO OUR FIRM THAT NO MEMBER OR MEMBERS OF THE GOVERNING BODY, ELECTED OFFICIAL OR OFFICIALS, EMPLOYEE OR EMPLOYEES OF SAID CITY OF MORRISTOWN, TENNESSEE, OR ANY PERSON REPRESENTING OR PURPORTING TO REPRESENT CITY OF MORRISTOWN, TENNESSEE, OR ANY FAMILY MEMBER INCLUDING SPOUSE, PARENTS, CHILDREN OF SAID GROUP, HAS RECEIVED OR HAS BEEN PROMISED, DIRECTLY, OR INDIRECTLY, ANY FINANCIAL BENEFIT, BY WAY OF FEE, COMMISSION, FINDER'S FEES OR ANY OTHER FINANCIAL BENEFIT ON ACCOUNT OF THE ACT OF AWARDING AND/OR EXECUTING THE CONTRACT.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE HAS FULL AUTHORITY TO BIND THE COMPANY AND THAT HE/SHE HAS PERSONALLY REVIEWED THE INFORMATION CONTAINED IN THIS REQUEST FOR QUALIFICATIONS (RFP), INCLUDING ALL ATTACHMENTS, ENCLOSURES, APPENDICES, ETC. AND DO HEREBY ATTEST TO THE ACCURACY OF ALL INFORMATION CONTAINED IN THIS RFP, INCLUDING ALL ATTACHMENTS, ENCLOSURES, EXHIBITS, ETC.

THE UNDERSIGNED ACKNOWLEDGES THAT ANY MISREPRESENTATION WILL RESULT IN IMMEDIATE DISQUALIFICATION FROM ANY CONTRACT CONSIDERATION.

THE UNDERSIGNED FURTHER RECOGNIZES THAT THE CITY OF MORRISTOWN CITY COUNCIL HAS THE RIGHT TO MAKE THE CONTRACT AWARD FOR ANY REASON CONSIDERED IN THE BEST INTEREST OF CITY OF MORRISTOWN.

This certification shall be included with the RFP. Failure of this properly executed document to be included with the proposal shall render the proposal as incomplete and void.

COMPANY NAME GOLDEN EAGLE AVIATION, LLC
NAME (PRINT) MICHAEL J. BUNCH PHONE (423) 581-2320
TITLE MANAGING PARTNER FAX (423) 587-6905
SIGNATURE [Signature] DATE 6/6/2016

(TO BE COMPLETED BY NOTARY)

STATE OF: Tennessee
COUNTY OF: Hamblen

Before me personally appeared Michael J. Bunch, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing for the purposes therein contained.

Witness my hand and seal at office this day of 7 2016 June

Leigh Anne Lakin

Notary Public

My commission expires: 7/28/19



Proposer Initial MB

EXHIBIT A



Golden Eagle Aviation

Benefits to our areas aviation community:

Golden Eagle Aviation helps promote the Morristown City and Hamblen County area thru new development within our community.

Golden Eagle utilizes our 421 in numerous ways including recruitment of retailers to our community. Having our plane in Knoxville logistically is very inconvenient. This type of use brings greater visibility of end users to our airport, along with increasing our tax base.

Annual Operations:

Our annual use of the 421 would be between 5 – 10 flights per year (10 – 20 takeoffs and landings).

Fuel Consumption:

Our fuel consumptions at market price will run between 2400 – 4800 gallons per year.

**MORRISTOWN REGIONAL AIRPORT
HANGAR LEASE AGREEMENT
(Hangar #35)**

This agreement is entered into this _____ day of _____, 2016, between the MORRISTOWN MUNICIPAL AIRPORT COMMISSION, herein called Lessor, and GOLDEN EAGLE AVIATION, LLC, a Tennessee limited liability company, herein called Lessee.

THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE RENTAL BY LESSOR OF HANGAR SPACE TO THE LESSEE.

1. TERM: This agreement shall commence on July 1, 2016, and remain in effect for a period of five (5) years, expiring on June 30, 2021. If this lease shall be in force and effect on the date for the expiration of the original term, and Lessee shall have on that date fully complied with all the conditions contained herein, Lessor, if it desires to lease the premises for an additional period of time, shall notify Lessee of its plan to lease the premises and Lessee shall have the first right of refusal to renew the lease for a period of five (5) years beginning with the expiration of the original term. Prior to termination of the original term, Lessor shall, if it desires to lease the premises as aforesaid, submit to Lessee the terms and conditions upon which said property could be leased to a bona fide third party for the five (5) year renewal period. To exercise such election Lessee shall give Lessor notice in writing of acceptance of said terms and conditions within fifteen (15) days subsequent to notice of the terms and conditions acceptable by Lessor. The Lessee shall provide the most current address and telephone number along with information regarding how to contact Lessee in case of emergency.

2. RENT/SECURITY DEPOSIT: Lessee shall pay as rent to the Lessor for the use of the described Hangar, the amount of \$1,251.00 per month. Payments are due on the first of the month and payable by the tenth. Upon execution of this lease, Lessee shall pay a security deposit of \$2,500.00.

3. OTHER CHARGES OR FEES: Lessee agrees to pay all utilities for the leased premises.

Lessee agrees to maintain public liability insurance in the following minimum amounts during the term hereof (naming Lessor as an additional insured):

BODILY INJURY - \$1,000,000 per occurrence

PROPERTY DAMAGE - \$1,000,000 per occurrence; \$2,000,000 aggregate

4. PREMISES: The Premises leased shall be Hangar #35 and adjacent space to park up to four (4) of Lessee's automobiles, located at the Morristown Airport together with reasonable access across the Lessor's adjoining areas.

5. USE OF PREMISES: The Hangar hereby leased will be used exclusively by the Lessee as a Special Fixed Base Operator for storage and maintenance of Lessee's owned or leased aircraft. Lessee agrees not to provide flying instruction, may not participate directly or indirectly in sales of aircraft at Morristown Airport, and may not perform maintenance for hire. Except as stated above in this paragraph, Lessor will not take any action or participate in any action which limits or restricts Lessee's business use of the Premises unless required to do so by Regulations of the Federal Aviation Administration (FAA) or its successors. Lessee agrees to comply with all rules and regulations of the FAA, State of Tennessee, the City of Morristown, and the Morristown Regional Airport's MINIMUM STANDARDS FOR FIXED BASE OPERATORS.

6. MAINTENANCE OF PREMISES AND SERVICES TO BE PROVIDED: Lessee will maintain the structural components of the Hangar including doors and door mechanisms, heating systems, water, sewer and electrical systems, and weatherproofing (excluding roof), except the Lessee will not be responsible for any damage which is covered by Lessor's fire and casualty insurance coverage. Also, Lessee shall be responsible and liable for any damage to the Hangar caused by the Lessee's use or misuse, including but not limited to, bent or broken interior walls, ceilings and support systems, and doors damaged due to Lessee's improper or negligent operation. No modifications or changes to the Hangar shall be made without the prior written consent of the Lessor. Lessee shall be responsible for maintaining the vegetation and general policing of an area extending forty feet (40') around the exterior of Hangar 35. Vegetation height shall not exceed twelve inches (12").

7. SUBLEASE OR ASSIGNMENT: The Premises hereby rented nor any portion hereof will not without the written consent of the Lessor, be subleased by the Lessee, nor will this lease be assigned.

8. LIABILITIES AND INDEMNIFICATIONS OF LESSOR:

- Lessor hereby expressly disclaims any and all liability for damage to the aircraft stored in the Hangar. If Lessee participates in any way or gives instructions to Lessor's employees, Lessor shall not be liable in any way for damage to the aircraft. Lessee shall be liable for damage to the Lessor's property and/or other stored aircraft arising from the Lessee's negligence including but not limited to: the carrying on of unauthorized activities in the Hangar, painting applications of any kind, the storage of flammables in the Hangar, other than in U.L. approved containers, such as aircraft fuel, automotive fuel or oils that are not stored in the aircraft tanks.
- Lessee shall at all times indemnify and hold the Lessor harmless from all losses, damages, liabilities, claims and expenses, which may arise or be claimed against the Lessor, in favor of any person, firm or corporation, consequent upon or arising out of the use of occupancy of the demised premises by the Lessee, or consequent upon or arising out of any act, omission, neglect or fault of the Lessee, (or it's agents, servants, employees, licensees, customers or invitees), or consequent upon or arising out of the Lessee's failure to comply with the applicable laws, statutes, ordinances or regulations. Lessor shall not be liable to the Lessee for any damages, losses or injuries to the personal property of the Lessee, which may be caused by the acts, neglect, omissions or fault of any person, firm or corporation.

9. ACCESS RIGHTS: Lessee shall have access to the Hangar every day except when an emergency situation or construction project arises that closes the airport.

10. LEASE TERMINATION: This lease agreement may be terminated upon the occurrence of any of the following which shall constitute a breach of this lease agreement by the Lessee:

- Failure to submit rental payments by the tenth of any month.
- Improper or unsafe storage of hazardous materials in the

Hangar. Storage of material in the hangar so as to prevent the storage of Lessee's owned or leased aircraft.

- Failure of Lessee to own or have under extended lease an aircraft for a period of more than 90 consecutive days.
- Absence of Lessee's owned or leased aircraft from the Hangar for more than 60 consecutive days, unless approved by the Lessor.
- Lessee has failed to comply with any condition as set forth in this lease agreement and has not reasonably corrected the deficiency upon receiving written notice by the Lessor. In the event of a breach of this lease agreement, the Lessor is hereby authorized to remove the aircraft and the contents of the Hangar, without further obligation to the Lessee or any liability regarding the aircraft or the contents of the Hangar. The Lessee shall be liable for any and all financial costs incurred with any breach of this lease agreement such as court costs, reasonable attorneys' fees or any costs associated with the removal of the aircraft and any of the Lessee's property in the Hangar.
- In the event of such a breach, Lessor shall notify Lessee of the termination in writing. Lessee shall have ten (10) days in which to remove the aircraft and the contents of the Hangar, after which Lessor is hereby specifically authorized to remove the aircraft and contents of the Hangar, without obligation to the Lessee or liability for aircraft and contents removed.

Should this lease expire or be terminated, Lessee shall remove from the premises all of Lessee's property.

11. INTEREST ON PAST DUE AMOUNTS ATTORNEY'S FEES: Any amounts payable hereunder by the Lessee to the Lessor which are not paid on or before the date payable shall be subject to a late fee of ten dollars (\$10.00). If any rent owing under this Agreement is collected by or through an attorney, or if Lessor employs an attorney to enforce any of the terms or conditions hereof, Lessee agrees to pay, on demand, all costs of collection and/or enforcement, including attorneys' fees.

12. INSPECTION OF AND ACCESS TO THE LEASED PREMISES: The Lessee will provide Lessor a key or combination or access code to the Lessee's Hangar with the express understanding that the Lessor will have the right to periodically inspect the premises. This access will also allow the Lessor to remove any stored aircraft in the event of an emergency.

13. MISCELLANEOUS PROVISIONS: No waiver of a breach of any of the covenants or terms contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenants. No modification, release, discharge or waiver of any of the provisions of this Agreement shall be of any force, effect or value unless in writing and signed by the parties. This instrument contains the entire Agreement between the parties as of this date and the execution of this Agreement has not been induced by either of the parties by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or understandings whatsoever between the parties in any way touching or effecting the subject matter of this Agreement which are not expressly contained herein.

14. CONTROLLING LAW: This Agreement shall be governed by the laws of the State of Tennessee.

The undersigned Lessees have read and understand this Lease Agreement with the Morristown Municipal Airport Commission and agree to adhere to its terms and conditions.

MORRISTOWN MUNICIPAL AIRPORT COMMISSION
LESSOR

By: DOE JARVIS, Chairman

GOLDEN EAGLE AVIATION, LLC
LESSEE

By: MICHAEL BUNCH, Authorized Officer



Morristown City Council Agenda Item Summary

Date: June 14, 2016

Agenda Item: Approval of RFP – HVAC Unit Replacement and Preventative Maintenance

Prepared by: Joey Barnard

Subject: HVAC Unit Replacement and Preventative Maintenance RFP

Background/History: The City of Morristown recently accepted request for proposal for the replacement of HVAC units and a preventative maintenance contract for all units. A preventative maintenance schedule is needed to fully maintain each unit so that they run efficiently for the maximum life of the unit. Currently, there are an estimated ten (10) units per year that will need to be replaced throughout various departments in the City. The selected vendor will replace needed units and maintain all units through a preventative maintenance contract over the next two (2) years.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on May 20, 2016 and May 27, 2016, as well as the *Knoxville News Sentinel* on May 24, 2016. Additionally, the bid was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was 11:00 AM on Tuesday, September 29, 2015. We received seven (7) responses.

Financial Impact: Preventative maintenance for HVAC units is appropriated for each fiscal year to maintain all current units. The City of Morristown has implemented a strategy to replace units on an annual basis, as needed. This allows for even budgeting. Due to the importance of maintaining the units, it was necessary that the City of Morristown select a contractor not by dollar amount alone, but also qualifications and expertise. The preventative maintenance costs as presented by recommended firm in Year 1 and Year 2 of the contract is \$34,946 and \$34,946, respectively. The recommended firm was lowest on the units that are to be replaced.

Action options/Recommendations: It is staffs' recommendation to accept the best and lowest bid submitted by Cook's Mechanical Services. Additionally, Council's approval is sought to allow Tony Cox, City Administrator, to negotiate and enter into contract with Cook's Mechanical Services based on the terms presented in the Request for Proposal.

Attachments: Bid Tabulation.

City of Morristown
Purchasing Department
HVAC Unit Replacement and Preventative Maintenance RFP
June 6, 2016 10:00 a.m.

Units to be Replaced in 16-16 Fiscal Year

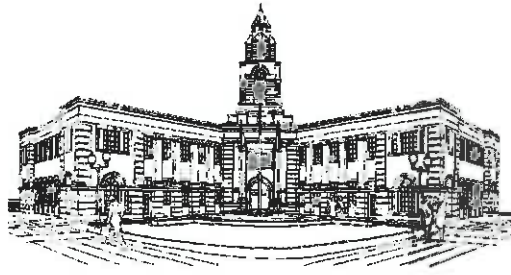
QUANTITY	UNIT	MANUFACTURER	MODEL	TONnage	Perfection Group	Cook's Mechanical Services	Interstate Mechanical Contractors	DeLair Mechanical Contractors	Volunteer Mechanical	Shoffner Mechanical Services	HVAC, Inc.
1	Water Source Heat Pump	McQuay	FWH15F ENR	1.5	\$ 3,647.00	\$ 2,325.00	\$ 4,486.00	\$ 4,982.65	\$ 3,660.00	\$ 2,512.00	\$ 5,800.00
1	Water Source Heat Pump	McQuay	FWH15B ENR	1.5	\$ 3,647.00	\$ 3,385.00	\$ 4,151.00	\$ 4,982.65	\$ 3,660.00	\$ 2,512.00	\$ 5,175.00
1	Water Source Heat Pump	McQuay	FWH24B ENR	2	\$ 3,827.00	\$ 3,500.00	\$ 4,527.00	\$ 5,222.42	\$ 3,970.00	\$ 3,350.00	\$ 5,375.00
1	Water Source Heat Pump	McQuay	FWH24B ENR	2	\$ 3,827.00	\$ 3,500.00	\$ 4,387.00	\$ 5,222.42	\$ 3,970.00	\$ 3,350.00	\$ 5,375.00
1	Water Source Heat Pump	McQuay	FWH24B ENR	2	\$ 3,827.00	\$ 3,500.00	\$ 4,525.00	\$ 5,222.42	\$ 3,970.00	\$ 3,350.00	\$ 5,375.00
1	Water Source Heat Pump	McQuay	FWH25B ENR	2.5	\$ 3,967.00	\$ 3,670.00	\$ 4,799.00	\$ 5,408.76	\$ 4,060.00	\$ 4,187.00	\$ 5,575.00
1	Water Source Heat Pump	McQuay	FWH25B ENR	2	\$ 14,457.00	\$ 13,410.00	\$ 16,911.00	\$ 19,526.22	\$ 15,510.00	\$ 25,125.00	\$ 6,775.00
1	Water Source Heat Pump	McQuay	FWH25B ENR	5	\$ 4,817.00	\$ 4,470.00	\$ 5,731.00	\$ 6,508.74	\$ 5,170.00	\$ 8,375.00	\$ 6,775.00

**Additional Units to be Replaced
July 1, 2016 – June 30, 2017**

QUANTITY	UNIT	MANUFACTURER	MODEL	TONNAGE	Perfection Group	Cook's Mechanical Services	Interstate Mechanical Contractors	DeLair Mechanical Contractors	Volunteer Mechanical	Shoffner Mechanical Services	HVAC, Inc.
1	Water Source Heat Pump	McQuay	PVCE12-LSR	1.5	\$ 3,647.00	\$ 3,325.00	\$ 4,363.00	\$ 4,592.65	\$ 2,650.00	\$ 2,512.00	\$ 5,250.00
1	Water Source Heat Pump	McQuay	VPAS101-55200	1.5	\$ 3,647.00	\$ 3,325.00	\$ 4,363.00	\$ 4,992.65	\$ 2,650.00	\$ 2,512.00	\$ 5,250.00
4	Water Source Heat Pump	McQuay	ATAS101-34200	1.5	\$ 7,297.00	\$ 6,670.00	\$ 8,600.00	\$ 9,985.30	\$ 7,320.00	\$ 2,512.00	\$ 10,500.00
2	Water Source Heat Pump	McQuay	TVV021B-LPR	2	\$ 11,487.00	\$ 10,600.00	\$ 13,691.00	\$ 15,667.26	\$ 11,910.00	\$ 3,370.00	\$ 16,250.00
1	Water Source Heat Pump	McQuay	TVV048B-B4TL	2.5	\$ 3,967.00	\$ 3,650.00	\$ 4,333.00	\$ 6,408.76	\$ 4,050.00	\$ 4,187.00	\$ 5,610.00
2	Water Source Heat Pump	McQuay	TVV046b-DNR	3	\$ 8,277.00	\$ 7,615.00	\$ 10,151.00	\$ 11,291.72	\$ 4,380.00	\$ 5,025.00	\$ 11,700.00

**Additional Units to be Replaced
July 1, 2017 – June 30, 2018**

QUANTITY	UNIT	MANUFACTURER	MODEL	TONAGE	Perfection Group	Cook's Mechanical Services	Interstate Mechanical Contractors	De-Air Mechanical Contractors	Volunteer Mechanical	Shoffner Mechanical Services	HVAC, Inc.
2	Water Source Heat Pump	McQuay	PV024B P-3P	2	\$ 11,487.00	\$ 10,590.00	\$ 14,784.00	\$15,067.26	\$ 12,270.00	\$ 3,584.00	\$ 16,650.00
1	Water Source Heat Pump	McQuay	PV024B P-3P	2	\$ 3,897.00	\$ 3,846.00	\$ 4,578.00	\$ 5,222.42	\$ 4,090.00	\$ 3,584.00	\$ 5,580.00
1	Water Source Heat Pump	McQuay	PV030B D-3P	2.5	\$ 3,987.00	\$ 3,725.00	\$ 4,905.00	\$ 5,408.76	\$ 4,190.00	\$ 4,480.00	\$ 5,750.00
1	Water Source Heat Pump	McQuay	PV036B F-3P	3	\$ 4,157.00	\$ 3,990.00	\$ 5,174.00	\$ 6,625.86	\$ 4,520.00	\$ 5,376.00	\$ 6,050.00
1	Water Source Heat Pump	McQuay	PV042B D-3P	3.5	\$ 4,617.00	\$ 4,280.00	\$ 5,468.00	\$ 6,251.83	\$ 4,690.00	\$ 6,272.00	\$ 6,480.00
2	Water Source Heat Pump	McQuay	PV048B L-3P	4	\$ 9,567.00	\$ 8,950.00	\$ 11,245.00	\$ 12,894.26	\$ 9,700.00	\$ 7,168.00	\$ 8,850.00
1	Water Source Heat Pump	McQuay	PV048B D-3P	4	\$ 4,780.00	\$ 4,475.00	\$ 5,686.00	\$ 6,467.13	\$ 4,850.00	\$ 7,168.00	\$ 6,850.00
Total					\$ 122,720.00	\$ 113,590.00	\$ 146,554.00	\$ 166,972.14	\$ 125,270.00	\$ 116,197.00	\$ 154,575.00
Control Unit					\$ 2,507.00	\$ 9,100.00	\$ 5,330.00	\$ 10,000.00	\$ 5,209.00	\$ 5,915.00	\$ 5,500.00
Preventive Maintenance July 1, 2018 - June 30, 2017					\$ 27,940.00	\$ 34,946.00	\$ 19,500.00	\$ 34,164.00	\$ 20,312.00	\$ 26,282.00	\$ 39,852.00
Preventive Maintenance July 1, 2017 - June 30, 2018					\$ 37,940.00	\$ 34,546.00	\$ 19,600.00	\$ 34,164.00	\$ 22,108.00	\$ 27,532.00	\$ 39,852.00



Morristown City Council Agenda Item Summary

Date: June 14, 2016

Agenda Item: Approval of RFP – Property Maintenance

Prepared by: Joey Barnard

Subject: Property Maintenance RFP

Background/History: The City of Morristown Codes Enforcement Officer is tasked with making sure that the properties within the city limits are clean and free from environmental hazards per City ordinance. Maintaining properties that fail to meet regulation requires work such as mowing, trimming, garbage collection and securing of structures. These tasks vary in difficulty and occurrence. To be able to maintain the properties in violation of City ordinance and health code, the City has requested proposals from qualified vendors for a property maintenance program. The selected vendor will maintain the properties that the Codes Enforcement Officer deems in violation for a three (3) year period.

Findings/Current Activity: The RFP was advertised in the *Citizen Tribune* on May 23, 2016 and May 30, 2016. Additionally, the RFP was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was 1:00 PM on Tuesday, June 7, 2016. We received two (2) responses.

Financial Impact: The City of Morristown appropriates funds on an annual basis for codes enforcement. When it becomes necessary for the City to bring a property into compliance with city ordinances, a lien is placed on the property. Therefore, although the City of Morristown incurs costs on the front end, over time these costs should be recovered and the City is made whole. Therefore, in time, the city does not incur a negative financial impact.

Action options/Recommendations: It is staffs' recommendation to approve Lawnman Lawncare and Landscaping as the City's Property Maintenance vendor. Additionally, Council's approval is sought to allow Tony Cox, City Administrator to negotiate and enter

into contract with Lawnman Lawncare based on the terms presented in the Request for Proposal.

Attachments: None



From the Desk of

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

TO: Mayor and City Council

RE: CITY COUNCIL APPOINTMENT OR RE-APPOINTMENT OF
BOARD/COMMISSION MEMBER(s)

DATE: June 17, 2016

The following Board/Commission Member's terms will expire on June 30, 2016.
This is a City council appointment, or re-appointment, scheduled for the June 21,
2016, City Council meeting.

**Industrial Development Board (Health, Education & Housing Facilities
Board)**

Terms Expiring: Maudie Briggs, Dr. Dale Lynch, John Stroud,
Marshall Ramsey, and Sam Grigsby

These appointments are for six (6) year terms that will expire on June 30, 2016.



From the Desk of

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

TO: Mayor and City Council

RE: CITY COUNCIL APPOINTMENT OR RE-APPOINTMENT OF
BOARD/COMMISSION MEMBER(s)

DATE: June 16, 2016

The following Board/Commission Member's terms will expire on July 1, 2016.
This is a City council appointment, or re-appointment, scheduled for the June 21,
2016, City Council meeting.

Morristown-Hamblen Library Board

Term Expiring: Nancy Burnett

This appointment is for a three (3) year term that will expire on June 1, 2019.

The above listed member has been contacted and indicated her willingness to
serve another term.



From the Desk of

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

TO: Mayor and City Council

RE: CITY COUNCIL APPOINTMENT TO FILL THE REMAINING TERM TO
MORRISTOWN-HAMBLEN LIBRARY BOARD.

DATE: June 17, 2016

Ms. Carol Reams has resigned her position on the Morristown-Hamblen Library Board.

The Library board has nominated Treva Purkey to serve the remainder of Ms. Reams term.

This is a City Council appointment for the remainder of the term held by Ms. Reams, scheduled for the June 21, 2016, City Council meeting; term expiring July 1, 2017.

Items to be surplusd by Public Works Department

Old Traffic Signal Parts

1 eight phase M3 eagle controller

12 old metal street signs

3 eight phase pad mounted cabinet

Old span wire

16 mechanical cabinets

19 mechanical controllers

Various mechanical parts

43 three headed metal signals

10 three headed plastic signals

10 five headed metal signals

2 five headed plastic signals

19 double headed metal signals

1 4 headed metal signal

22 metal signal doors

54 plastic signal doors

Several plastic signal lenses of green,
yellow, and red

46 standalone vehicle detectors

Various traffic signal parts

6 four phase pole mounted cabinets

2 school zone flasher with signs

31 cabinet load switches

1 eight phase pole mounted cabinet

1 manual timer controller

1 three phase controller

Old signal controller tester

Old marc NX software printer

5 twelve channel signal monitor

2 six channel signal monitor

2 three channel signal monitor