

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
MAY 17, 2016 – 5:00 P.M.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Mark Campbell, Senior Chaplain Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. May 3, 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. Ordinance No. 3549
An Ordinance of the City Council of Morristown, Tennessee, to Amend Title 9 of the Morristown Municipal Code by Deleting Chapter 1 (Miscellaneous), Chapter 5 (Pawnbrokers, Junk Dealers, Etc.), Chapter 7 (Pool Rooms), Chapter 8 (Restaurants), Chapter 9 (Self Service Dry Cleaning Establishments), Chapter 11, (Private Detectives), Chapter 12 (Coal and Coal Dealers) and Chapter 13 (Taxicabs) in their entirety.
2. Ordinance No. 3550
An Ordinance of the City Council of Morristown, Tennessee, to Amend the Morristown Municipal Code by moving Chapter 10 of Title 9 to Title 12 Chapter 3.
3. Ordinance No. 3551
An Ordinance of the City Council of Morristown, Tennessee, to Amend Title 9, Chapter 16 (Cable Television) of the Morristown Municipal Code.

9. NEW BUSINESS

9-a. Resolutions

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
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.
{Public Hearing June 7, 2016}
2. Ordinance No. _____
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).}
{Public Hearing June 7, 2016}
3. Ordinance No. _____
An Ordinance to Close and Vacate certain Rights-of-Way within the City of Morristown {Portion of S. James Street adjoining Donaldson property}.
{Public Hearing June 7, 2016}

9-c. Awarding of Bids/Contracts

1. Approval of Bid/Contract for ¾ Ton Crew Cab 4X4 Truck for Public Works Department to Rocky Top Chrysler Jeep Dodge in the amount of \$29,955.
2. Approval of Bid/Contract for Demolition of nine (9) properties. The properties will be divided between the following two (2) vendors: Eagle Demolition and Environmental will be responsible for the demolition of five (5) properties in the amount of \$23,932; Shane's Excavating will be responsible for the demolition of four (4) properties in the amount of \$14,850.
3. Approve Bid/Contract for Office 365 subscription service to DBISP, LLC, in the amount of \$11,367.95.
4. Approval of Agreement between the City of Morristown, Tennessee and Brown, Edwards & Company, LLP to provide audit services for fiscal years ending June 20, 2016, June 20, 2017, and June 30, 2018.
5. Approve Final Change Order for a net decrease amount of (\$8,360) for S. Henry St. Bridge Project bringing total amount from \$274,212.50 to \$265,852.20 to Summers-Taylor, Inc.

6. Approve Final Change Order for a net decrease amount of (\$3,829.50) for the Installation of Traffic Signal System at S.R. 34 and Walters Drive, bringing total amount from \$203,527.50 to \$199,698.00 to Summers-Taylor, Inc.
7. Approve Change Order #2 for a net increase amount of \$14,400 for Resurfacing of N. Chucky Pike from Clearbrook Dr., to S.R.-34 and West Mountcastle St. from Bishop Ave. to Russell Ave., bringing total amount from \$150,938.20 to \$165,338.20. The project is being managed by the City of Morristown, with all costs being reimbursed by Jefferson City.
8. Approve Amendment #3 for LAMTPO Wayfinding Sign Project to Kimley-Horn in the amount of \$6,800.
9. Approve Request for Proposal (RFP) for Parks & Recreation Department Turf Management.
10. Approve purchase of 10 Taser X26P in the amount of \$18,526.86 for Morristown Police Department.
11. Approve Stormwater Management/BMP Facilities Maintenance Agreement between Knoxville, TVA Employees Credit Union and the City of Morristown.
12. Approve Stormwater Management/BMP Facilities Maintenance Agreement between Compassion Church and the City of Morristown.
13. Approve Stormwater Management/BMP Facilities Maintenance Agreement between Colgate Palmolive Company and the City of Morristown.

9-d. Board/Commission Appointments

1. City Council's appointment or re-appointment to the Parks & Recreation Advisory Board for a three (3) year term to expire June 1, 2019; terms expiring Bill Hooks, Randall Jolley & Ed Sempkowski.

9-e. New Issues

1. Declaration of Police Dog "Mako" as surplus property and authorize transfer of ownership to handler Detective Pete Shockley.

10. CITY ADMINISTRATOR'S REPORT

1. Report on Annual Meeting of Keep Morristown-Hamblen Beautiful.

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

May 30, 2016	(Monday)	City Employee's Holiday Memorial Day
June 7, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
June 21, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
June 21, 2016	(Tues) 5:00 p.m.	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 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

WORK SESSION AGENDA
MAY 17, 2016
5:00 p.m.

1. FY 2016/2017 Budget.

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
MAY 3, 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, May 3, 2016, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis and Tommy Pedigo, absent; Ken Smith.

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

Councilmember Senter made a motion to approve the April 19, 2016, minutes as circulated. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held regarding Resolution No. 06-16.

Councilmember Pedigo made a motion to approve Resolution No. 06-16. Councilmember Alvis seconded the motion and upon roll call; all voted: "aye".

**RESOLUTION NO. 06-16
A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE
ANNEXATION OF PROPERTY LOCATED ALONG NORTH
BELLWOOD ROAD IN THE URBAN GROWTH BOUNDARY.**

PLAN OF SERVICES

WHEREAS, Tennessee Code Annotated, Title 6, Chapter 51, as Amended requires that a Plan of Services be adopted by the Governing Body.

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

Property identified as Hamblen County Tax Parcel ID # 040 03901000 which includes approximately 3.43 acres and is located along the eastern right of way of North Bellwood Road approximately 340 feet from the northern right of way line of West Andrew Johnson Highway;

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

Police

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

Fire

1. Fire protection by the present personnel and the equipment of the fire fighting force, within the limitations of available water and distances from fire stations, will be provided upon the effective date of annexation.

Water

1. Water for potable use will be provided in accordance with current policies of the Alpha-Talbott Utility District.
2. Water for fire protection to serve the substantially developed annexed area(s) will be provided in accordance with current policies of Alpha-Talbott Utility District. Any extension of water system infrastructure shall be at the expense of the property owner or developer.

Sewers

1. Any extension of sewer shall be at the expense of the property owner or property developer.

Electrical

1. Electricity is presently served by Morristown Utility Commission. Any extension of electrical lines shall be at the expense of the property owner or property developer.

Refuse Collection

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

Streets

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.

Inspection Services

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

Planning and Zoning

1. The planning and zoning jurisdiction of the city will apply to the annexed area in conjunction with the effective date of annexation. The Morristown Regional Planning Commission recommended the zoning designation of R-2 Medium Family Residential.

Street Lighting

1. Street lights will be installed under the standards currently prevailing in the existing city.

Recreation

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

Miscellaneous

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

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

Passed on this the 3rd day of May, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

A Public Hearing was held regarding Ordinance No. 3546.

Councilmember Senter made a motion to approve Ordinance No. 3546 on second and final reading. Councilmember Bivens seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3546

An Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown, Tennessee; {Annexation of property located on North Bellwood Road to include Hamblen County Tax Parcel ID #040 03901000 with the Zoning Designation of Medium Density Residential (R-2).}

A Public Hearing was held regarding Ordinance No. 3547.

Councilmember Garrett made a motion to approve Ordinance No. 3547 on second and final reading. Councilmember Bivens seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3547

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of property; approximately 1.27 acres being part of Hamblen County Tax Parcel 033D D 00200, located along the southwestern rights-of-way of Cherokee Drive from Medium Density Residential (R-2) to Local Business (LB)}.

A Public Hearing was held regarding Ordinance No. 3548.

Councilmember Bivens made a motion to approve Ordinance No. 3548 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3548

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of property; approximately 2.28 acres being part of Hamblen County Tax Parcels 025 04600, located along the northern rights-of-way of Brights Pike from Planned Residential Development (RP1) to Intermediate Business (IB)}.

Councilmember Alvis made a motion to approve Resolution No. 07-16. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

RESOLUTION NO. 07-16

BEING A RESOLUTION OF THE CITY OF MORRISTOWN, TENNESSEE AMENDING THE CONTRACT BETWEEN THE CITY OF MORRISTOWN AND NORFOLK SOUTHERN CORPORATION

Be it resolved by the City Council for the City of Morristown, Tennessee that the contract and subsequent resolution amending the contract between the City of Morristown and Norfolk Southern Corporation is hereby amended as follows:

Whereas, as previously stated by resolution that no money will be exchanged between Norfolk Southern Corporation and the City of Morristown, that statement is amended to reflect that Norfolk Southern Corporation will provide an incentive

payment to the City of Morristown in the amount of fifteen thousand dollars (\$15,000.00), to be matched by Tennessee Department of Transportation (TDOT) for seven thousand five hundred dollars (\$7,500.00).

Whereas, the remainder of the contract between the City of Morristown and Norfolk Southern Corporation shall remain in full force and effect, with the exception of the modifications as stated above.

The above amendment to the contract and previous resolution between the City of Morristown and Norfolk Southern Corporation is hereby approved and ratified by the City Council for the City of Morristown, Tennessee.

Passed this the 3rd day of May, 2016.

Gary Chesney, Mayor

ATTEST:

City Administrator

Councilmember Senter made a motion to approve Ordinance No. 3549 on first reading and schedule a public hearing relative to final passage of said ordinance for May 17, 2016. Councilmember Bivens seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3549

An Ordinance of the City Council of Morristown, Tennessee, to Amend Title 9 of the Morristown Municipal Code by Deleting Chapter 1 (Miscellaneous), Chapter 5 (Pawnbrokers, Junk Dealers, Etc.), Chapter 7 (Pool Rooms), Chapter 8 (Restaurants), Chapter 9 (Self Service Dry Cleaning Establishments), Chapter 11, (Private Detectives), Chapter 12 (Coal and Coal Dealers) and Chapter 13 (Taxicabs) in their entirety.

Councilmember Bivens made a motion to approve Ordinance No. 3550 on first reading and schedule a public hearing relative to final passage of said ordinance for May 17, 2016. Councilmember Alvis seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3550

An Ordinance of the City Council of Morristown, Tennessee, to Amend the Morristown Municipal Code by moving Chapter 10 of Title 9 to Title 12 Chapter 3.

Councilmember Senter made a motion to approve Ordinance No. 3551 on first reading and schedule a public hearing relative to final passage of said ordinance for May 17, 2016. Councilmember Alvis seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3551

An Ordinance of the City Council of Morristown, Tennessee, to Amend Title 9, Chapter 16 (Cable Television) of the Morristown Municipal Code.

Councilmember Pedigo made a motion to approve the contract between the City of Morristown, Tennessee and Mark III Brokerage, Inc. for Group Insurance & Voluntary Insurance Benefits Broker/Consulting Services in the amount of \$30,000 per year or \$2,500 per month. Councilmember Senter seconded the motion and upon roll call; all voted: "aye".

Councilmember Senter made a motion to approve an increase to the purchase order for Shield Engineering, Inc., in the amount of \$19,467.75 for remediation of the sinkhole located near Petosky Plastics in MAID Industrial Park. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Garrett made a motion to approve the Request for Proposal – for Financial and Compliance City Audit Services. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the settlement agreement with International Fidelity Insurance Company, (Lochmere Performance Bond's). Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Chesney appointed Sylvia Hinsley to fill the remaining term of Teresa Trent on the Morristown Planning Commission, term expiring March 1, 2020.

City Administrator Tony Cox reported to Council the annual CDBG Action Plan.

Mayor Chesney adjourned the May 3, 2016, City Council meeting at 6:03 p.m.

May 3, 2016

MAYOR

ATTEST:

CITY ADMINISTRATOR

DRAFT

**ORDINANCE NO. 3549
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE TO AMEND TITLE 9 OF THE MORRISTOWN
MUNICIPAL CODE BY DELETING CHAPTER 1, CHAPTER 5,
CHAPTER 7, CHAPTER 8, CHAPTER 9, CHAPTER 11, CHAPTER 12
AND CHAPTER 13 IN THEIR ENTIRETY.**

Be it ordained by the City Council for the City of Morristown that the text of Title 9, Chapter 1 (Miscellaneous), Chapter 5 (Pawnbrokers, Junk Dealers, Etc.), Chapter 7 (Pool Rooms), Chapter 8 (Restaurants), Chapter 9 (Self Service Dry Cleaning Establishments), Chapter 11 (Private Detectives), Chapter 12 (Coal and Coal Dealers) and Chapter 13 (Taxicabs) of the Morristown Municipal Code are deleted in their entirety.

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

PASSED ON FIRST READING THIS THE 3RD DAY OF MAY, 2016.

MAYOR

ATTEST

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 17TH DAY OF MAY, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

**ORDINANCE NO. 3550
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE, TO AMEND TITLE 9 OF THE MORRISTOWN
MUNICIPAL CODE BY MOVING CHAPTER 10 OF TITLE 9 TO TITLE
12.**

Be it ordained by the City Council for the City of Morristown that the text of Chapter 10 (Electricians and Plumbers) of Title 9 of the Morristown Municipal Code is moved in its entirety to Title 12 Chapter 3 (Electrical Code) of the Morristown Municipal Code.

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

PASSED ON FIRST READING THIS THE 3RD DAY OF MAY, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 17TH DAY OF MAY, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

**ORDINANCE NO. 3551
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE, TO AMEND TITLE 9, CHAPTER 16 OF THE
MORRISTOWN MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that the text of Title 9, Chapter 16 (Cable Television) of the Morristown Municipal Code is deleted in its entirety and replaced with the following language:

“Chapter 16 – Cable Television

Sec. 9-1601 – To be furnished under franchise.

Cable television shall be furnished to the City and its inhabitants under any requisite franchise agreements granted by the City Council of the City of Morristown, Tennessee. The rights, powers, duties and obligations of the City and its inhabitants shall be clearly stated in any such franchise agreement executed by, and binding upon, the parties.”

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

PASSED ON FIRST READING THIS THE 3RD DAY OF MAY, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 17TH DAY OF MAY, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

**ORDINANCE NO. _____
BEING 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.**

Amend Section 12-701. Codes adopted.

(1) International Building Code appendix A101.4 Termination of employment is deleted in its entirety.

Amend Section 12-701. Codes adopted.

(2) International Residential Code and appendixes E, F, G, H, I, J, K, 2012 edition.

Replace Section R313.1 regarding Automatic Sprinkler systems in Townhouses, replace the exception with the following language: "An automatic residential fire sprinkler system shall not be required if a 2 hour fire resistance rated wall exists between units, if such walls do not contain plumbing and/or mechanical equipment, ducts, or vents in the common wall."

Replace Section R313.2 regarding Automatic Sprinkler systems in One-and Two-family dwellings: Replace "An automatic residential fire sprinkler system shall be installed in one- and two- family dwellings." with "An automatic residential fire sprinkler system in one- and two- family dwellings is optional."

PASSED ON FIRST READING THIS THE 17TH DAY OF MAY, 2016.

ATTEST:

MAYOR

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 7TH DAY OF JUNE,
2016.

ATTEST:

MAYOR

CITY ADMINISTRATOR



- [International Building Code](#)
- [\[2006 \(Ninth Printing\) \]](#)
- [Appendix A - Employee Qualifications](#)
 - [SECTION A101 BUILDING OFFICIAL QUALIFICATIONS](#)
 - [SECTION A102 REFERENCED STANDARDS](#)

[A101.1 Building official.](#)

[A101.2 Chief inspector.](#)

[A101.3 Inspector and plans examiner.](#)

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[A101.1 Building official.](#)

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[A101.4 Termination of employment.](#)

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SECTION A101 BUILDING OFFICIAL QUALIFICATIONS

A101.1 Building official.

The building official shall have at least 10 years' experience or equivalent as an architect, engineer, inspector, contractor or superintendent of construction, or any combination of these, five years of which shall have been supervisory experience. The building official should be certified as a building official through a recognized certification program. The building official shall be appointed or hired by the applicable governing authority.

A101.2 Chief inspector.

The building official can designate supervisors to administer the provisions of the *International Building, Mechanical and Plumbing Codes, International Fuel Gas Code* and *ICC Electrical Code*. Each supervisor shall have at least 10 years' experience or equivalent as an architect, engineer, inspector, contractor or superintendent of construction, or any combination of these, five years of which shall have been in a supervisory capacity. They shall be certified through a recognized certification program for the appropriate trade.

A101.3 Inspector and plans examiner.

The building official shall appoint or hire such number of officers, inspectors, assistants and other employees as shall be authorized by the jurisdiction. A person shall not be appointed or hired as inspector of construction or plans examiner who has not had at least 5 years' experience as a contractor, engineer, architect, or as a superintendent, foreman or competent mechanic in charge of construction. The inspector or plans examiner shall be certified through a recognized certification program for the appropriate trade.

A101.4 Termination of employment.

Employees in the position of building official, chief inspector or inspector shall not be removed from office except for cause after full opportunity has been given to be heard on specific charges before such applicable governing authority.

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April 18, 2016

Mr. Greg Ellison
Building Official
City of Morristown
PO Box 1499
Morristown TN 37816

Dear Mr. Ellison,

Pursuant to Tennessee rules and regulations, Chapter 0780-02-23-.12(4)(a), which became effective on June 25, 2010, the State Fire Marshal's Office is required to "conduct a review . . . of local government's authorization to conduct building inspections to determine whether the local government is adequately enforcing the adopted building codes and is properly performing inspections." Furthermore, Chapter 0780-02-23-.12 (4)(a)(4)(c)1 requires that your office be notified in writing of this review. Please accept this letter as a preliminary review of the material submitted by your office.

The audit findings for your jurisdiction are as follows:

- The state has passed a law that automatic sprinkler systems are not required in 1 or 2 family dwellings, or in townhomes that have a 2 hour firewall between units. This is in Section R313 of the International Residential code. Sprinkler requirements for 1&2 residential dwellings, if not required, should also be amended out, or made optional. Please consult MTAS or your jurisdiction's attorney for the correct ordinance language, should you wish to adopt this exception also. Please submit a copy of the adopting ordinance upon completion.

We ask that you review the findings and submit a plan of corrective action within thirty

(30) days of your receipt of this letter. Per Chapter 0780-02-23-.12 (4)(a)(b) and (c), after we have received and reviewed your documentation and it is found unacceptable, this office will notify you of our intended action.

If you have any questions or concerns about this review process, please contact Tim Planer at (615) 532-8361 or at **tim.planer@tn.gov**

Sincerely,



Gary Farley

Director
Electrical, Building and Marina Sections



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

TO: Morristown City Council
FROM: Logan Engle, Planner
DATE: May 12, 2016
SUBJECT: Rezoning – 305 White Avenue
Hamblen County Tax Map 041A Group A Parcel 025.00
R-1 (Single Family Residential) to IB (Intermediate Business)

BACKGROUND:

A Rezoning request has been submitted by property owner Jamie Mitchell for property located at 305 White Avenue. This parcel sits at the corner of White Avenue and West Andrew Johnson Highway. The property, approximately 0.66 acres, is currently zoned Single-Family Residential (R-1). The request is to rezone the entire parcel to Intermediate Business (IB). The site currently contains a vacant home. This tract of land is surrounded by R-1 zoning districts to the north and Intermediate Business-zoned properties to the west and east. It is bounded by West Andrew Johnson Highway to the south. The property on the south side of West Andrew Johnson Highway is also zoned Intermediate Business.

The Intermediate Business (IB) zoning classification states that the IB district “is for more intensive commercial activities” (Section 14-1001). The applicant has stated that he plans to develop the property for a commercial purpose, such as an office for professional or medical use. If the property were to be rezoned to IB, any development on this site would have to meet the appropriate IB setbacks as prescribed by the zoning ordinance as well as provide a landscaping buffer between any development and the properties surrounding it that are currently used for a residential purpose.

City staff has received several calls from property owners who are concerned about the impacts of future development of this property.

RECOMMENDATION:

At the April 12, 2016 meeting of the MRPC, the Planning Commission chose to table action on the rezoning request until the May 10, 2016 meeting so that the applicant and his agent could provide the Commission with additional information about future development. Although private deed restrictions exist, the City of Morristown is unable to enforce private deed covenants and restrictions. However, the land use of adjacent properties fronting West Andrew Johnson Highway would seem to indicate that the rezoning request would not be considered “spot zoning” and would be an acceptable rezoning request.

MRPC RECOMMENDATION:

At the May 10, 2016 meeting of the Morristown Regional Planning Commission, the Planning Commission recommended the rezoning request to City Council for approval.

ORDINANCE NO. _____

ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B. {The Official Zoning Map of Morristown, TN of approximately 0.66 acres being part of Hamblen County Tax Parcels 041A A 02500, located along the western rights-of-way of White Avenue.}

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

NOW, THEREFORE, in order to carry into effect said amendment;

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

BEGINNING at a point on the northeastern corner of Parcel 041A A 025.00 as shown on 2016 Hamblen County Tax Map and the western boundary of White Avenue right-of-way; thence in a southwesterly direction along the northern boundary of said Parcel 041A A 025.00 for a distance approximately two hundred and six (206) feet to a point on the northwestern corner of said Parcel 041A A 025.00; thence southeastward for a distance of approximately one hundred and thirty-eight (138) feet to a point on the corner of said Parcel 041A A 025.00; thence northeastward along a line from said point for a distance of approximately one hundred and seventy-eight (178) feet to a point on the corner of said Parcel 041A A 025.00; thence northwestward for a distance of approximately one hundred and fifty-nine (159) feet to the point of BEGINNING.

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

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

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

PASSED ON FIRST READING THIS THE 17TH DAY OF MAY, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 7TH DAY OF JUNE,
2016.

MAYOR

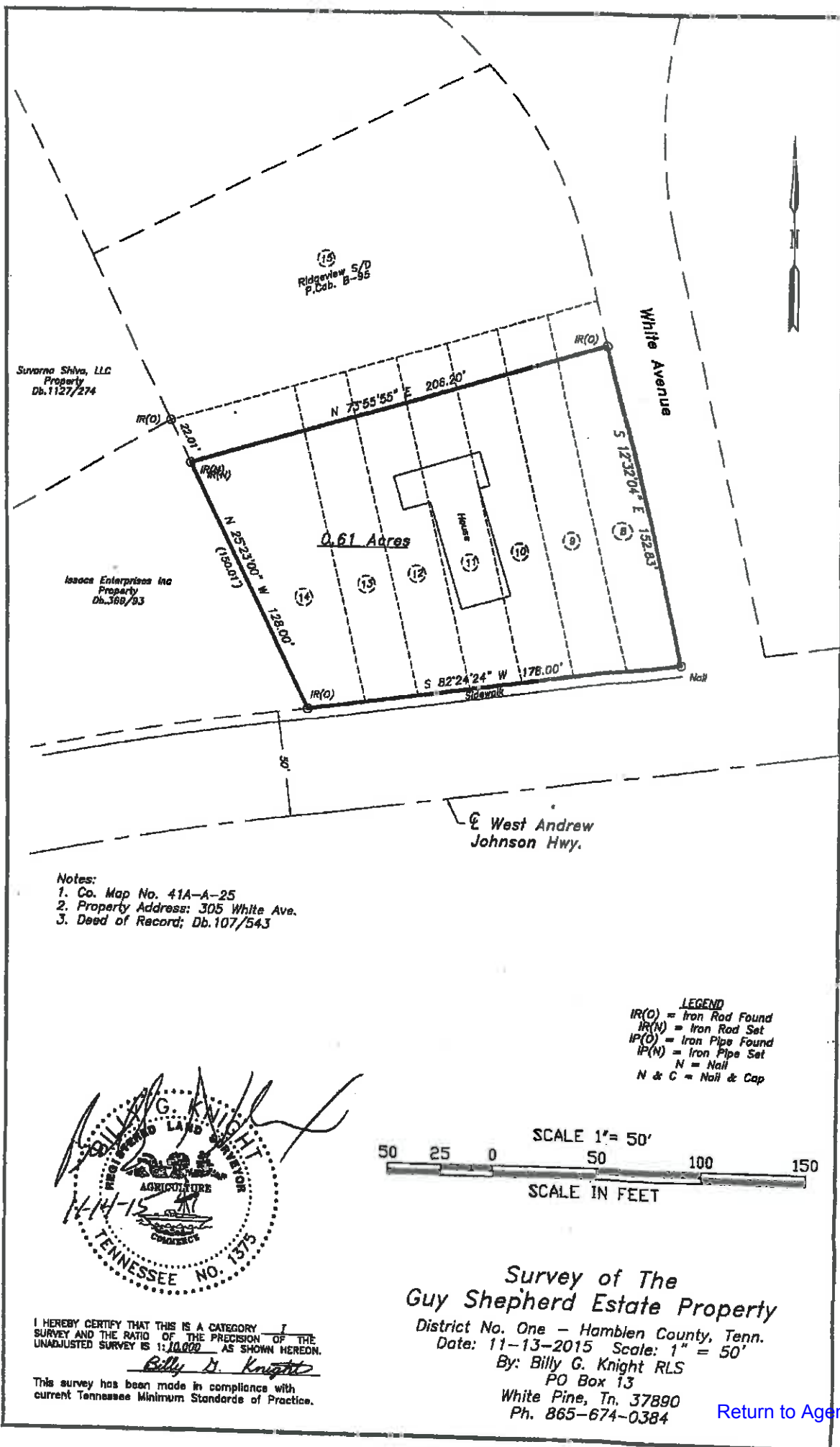
ATTEST:

CITY ADMINISTRATOR



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, AeroGRID, IGN, and the GIS User Community

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City of Morristown

Incorporated 1855

Department of Community Development and Planning



Memo

To: Tony Cox, City Administrator

From: Alan C. Hartman 

Date: 5/12/2016

CC:

Re: ROW Closure - Donaldson

Background

A request to close the right-of-way to an alley adjoining the northern boundary of the Donaldson property located at 425 Inman Street was submitted to the City. Prior to the City governing body adopting an ordinance of this nature the Planning Commission must consider the request and make a recommendation to City Council. On Tuesday, May 10, 2016 the Planning Commission agreed to recommend the request to City Council for approval.

This area has been the subject of litigation between Ms. Donaldson, the City and the Hamblen County Board of Education. The City Attorney has reviewed the request and proposes that the City proceed with the right-of-way closure.

Recommendation

Planning Commission Approved May 10, 2016

Staff recommends approval.

Attachments

Application

City Attorney memo

Location Map

ORDINANCE NO. _____
ENTITLED AN ORDINANCE TO CLOSE AND VACATE
CERTAIN RIGHTS-OF-WAY WITHIN THE CITY OF
MORRISTOWN. {Portion of S. James Street adjoining
Donaldson property}

Section I. WHEREAS, the City Council of the City of Morristown has the power to, when expedient, close, vacate and abandon rights-of-way within the municipality; and

WHEREAS, on May 10, 2016 the Morristown Regional Planning Commission considered and recommended the closure of a portion of S James Street adjoining the northern boundary of the Donaldson property line; and

WHEREAS, the following action is deemed to be in the best interest of the municipality:

NOW, THEREFORE:

Section II. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN that the following right-of-way is hereby closed, vacated and abandoned, except that the City of Morristown retains a utility and drainage easement equal to, and coinciding with, the entire length and width of the abandoned right-of-way:

BEGINNING on the northwest corner of the Donaldson property line as shown on Hamblen County Tax Map 032 034P G 03500 000 2016, being addressed as 425 Inman Street, thence in an easterly direction for a distance of approximately ninety-six (96) feet; thence continuing along said property line in a southeasterly direction for a distance of approximately thirty-five (35) feet to a point; thence in a northwesterly direction for a distance of approximately twenty (20) feet thence in a northwesterly direction for a distance of approximately thirty-five (35) feet; thence in a westerly direction along the northern boundary of said alley right-of-way for a distance of approximately ninety-six (96) feet to a point; thence in a southerly direction for a distance of approximately twenty (20) feet to the point of BEGINNING; thus being all of that portion of unopened alley right-of-way and a portion of S. James Street as shown on the before mentioned Hamblen County Tax Map that was requested to be abandoned by the City of Morristown.

Section III. BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Section IV. BE IT FURTHER ORDAINED that this ordinance takes effect from and after its passage, the public welfare requiring it.

Passed on first reading this the 17th day of May, 2016.

ATTEST:

Mayor

City Administrator

Passed on second and final reading this the 7th day of June, 2016.

ATTEST:

Mayor

City Administrator

PLANNING COMMISSION APPLICATION
City of Morristown

Prior to an **annexation, rezoning, subdivision** (major or minor) and/or **site plan** (preliminary or final plat approval) request being placed on the Regional Planning Commission Agenda, the applicant must furnish to the Department of Community Development and Planning the following information:

1. **Date:** April 15, 2016
2. **Name of Property Owner:** Mildred Donaldson
Mailing Address: 425 Inman St. City/State/Zip Morristown, TN 37814
Telephone: (Home) 586-8602 (Business) N/A (Mobile) -
3. **Name of Applicant:** Mildred Donaldson
Mailing Address: 425 Inman St City/State/Zip Morristown TN 37814
Telephone: (Home) 586-8602 (Business) N/A (Mobile) -
4. **Name of Agent (if applicable):** Linda C. Nae, Atty
Mailing Address: 2343 Joe Stephens Rd City/State/Zip Morristown TN 37814
Telephone: (Home) 423 586 9246 (Business) 865-862-9807 (Mobile) 423-277-9766
5. **Property information:** Street Address: Rear property line of applicant's property 425 Inman
County Tax Map 034P Group: G Parcel(s) 035.00
Current zoning: _____ Parcel size: _____ City/U.G.B. City
Existing Use: N/A Proposed Use: N/A
6. **Nature of Request:** (please circle)
 - a) Annexation (state reason for request) N/A
 - ☒ b) Right-of-way/Alley Closure (state reason for request) unused alley
 - c) Subdivision/P.U.D.: Name N/A Acres/lots N/A Subdivided into N/A
☐ Concept Plan Approval ☐ Preliminary Plat Approval ☐ Final Plat Approval ☐ P.U.D. Approval
 - d) Zoning Classification Change (\$100.00 Fee): From N/A To N/A
 - e) Other Requests: N/A
7. List name and addresses of **adjacent property owner(s)** that would be affected by request (reverse side).
8. Submit site plans, surveys, special fees or other items as required for review by City staff and Regional Planning Commission members.
9. **Applicant Signature:** Mildred M. Donaldson **Date:** April 15, 2016

This application will not be accepted unless all information is complete. If a question is not applicable, please draw a line through the space provided or mark "n/a" (not applicable).

LAW OFFICES
BACON, JESSEE & PERKINS
SINCE 1950

GEORGIAN COURT
1135 WEST THIRD NORTH STREET
MORRISTOWN, TENNESSEE 37814-3891
TELEPHONE: 423-586-5291
TELEFAX: 423-581-6883
bjplaw.org

RICHARD C. JESSEE
LAUREN A. CARROLL
W. EVAN ANDERSON

HERBERT M. BACON
(RETIRED)
RONALD L. PERKINS
(1944-2016)

April 28, 2016

Anthony Cox
City Administrator
via e-mail tc Cox@mymorristown.com

Re: Donaldson Alley Closure Request

Dear Mr. Cox and Council Members,

It has come to my attention that Mildred Donaldson has filed a request to close the alley located behind her property. As you are aware, the City has been involved in extensive litigation in regards to the property and right-of-ways surrounding Ms. Donaldson's property. This matter was last before the Court on February 29th when the Judge issued its final Order (see attached). Pursuant to the Court's Order, and specifically in regards to the alley, the Court held the following:

"The alley to the north of the Donaldson property has not been properly closed or abandoned, and the City may not abandon the right-of-way by non use. Therefore, the alley adjoining the Donaldson property to the north remains a public right-of-way until properly abandoned by the City of Morristown. To the extent the deed to the Hamblen County Board of Education from the City of Morristown of record in the Register's Office for Hamblen County, Tennessee in Book 1079 at page 655 purports to convey any interest in the alley adjoining the Donaldson property to the Hamblen County Board of Education, said deed is ineffective."

We have consulted with Scott Reams and the Board of Education on their opinion of the request to close the alley, and they did not voice any objection to its closure.

Therefore, if the City has no objection to closing the alley and pursuant to the Court's ruling, it is my opinion that the alley may be closed by ordinance, with the language that the City retain utility and drainage easements.

Sincerely,



Richard C. Jessee

IN THE CHANCERY COURT FOR HAMBLÉN COUNTY, TENNESSEE

MILDRED DONALDSON

Plaintiff

v.

No. 2011-223

**CITY OF MORRISTOWN AND
HAMBLÉN COUNTY BOARD OF
EDUCATION**

Defendant

**FILED
CHANCERY COURT CLERK**

MAR 07 2016

**TIME
HAMBLÉN COUNTY**

ORDER

This cause came on to be heard before the Honorable Douglas T. Jenkins, Chancellor, upon the Motion for Summary Judgment filed by the City of Morristown, the Motion for Partial Summary Judgment filed by the Hamblén County Board of Education, and the Motion for Summary Judgment filed by the plaintiff Mildred Donaldson, and upon the documents submitted in support of the respective Motions, the arguments of counsel, and the record properly before the Court for consideration of these Motions, from all of which the Court finds and rules as follows:

1. The Quitclaim Deed from the City of Morristown to the Hamblén County Board of Education dated April 19, 2011 and of record in Book 1445 at page 630 in the Register's Office for Hamblén County, Tennessee is valid and conveys to the Hamblén County Board of Education the ownership interest of the City of Morristown in the property described in said deed and being a part of the former South James Street.

2. The alley to the north of the Donaldson property has not been properly closed or abandoned, and the City may not abandon the right-of-way by non use.

Therefore, the alley adjoining the Donaldson property to the north remains a public right-of-way until properly abandoned by the City of Morristown. To the extent the deed to the Hamblen County Board of Education from the City of Morristown of record in the Register's Office for Hamblen County, Tennessee in Book 1079 at page 655 purports to convey any interest in the alley adjoining the Donaldson property to the Hamblen County Board of Education, said deed is ineffective.

3. That portion of the former South James Street conveyed by the City of Morristown to Hamblen County Board of Education in Book 1445 at page 630 remains subject to an easement in favor of adjoining landowners for ingress and egress to their property. Said easement shall be appurtenant to the two tracts adjoining said portion of South James Street and may not be severed from the respective tracts. Said easement shall include the right of each owner to park vehicles on the one half of the paved portion of South James Street that adjoins the owner's property (approximately 20' width).

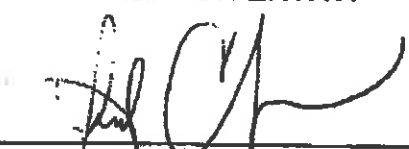
It is therefore ORDERED that the Motion for Summary Judgment filed by Mildred Donaldson is denied. The Motion for Summary Judgment filed by the City of Morristown is granted in part and denied in part in accordance with findings heretofore set out. The Motion for Partial Summary Judgment filed by the defendant Hamblen County Board of Education is granted in part and denied in part in accordance with the findings heretofore set out. With entry of this Order, Donaldson agrees to dismissal with prejudice of her libel and slander of title claim and the Hamblen County Board of Education agrees to dismissal with prejudice of its libel of title counterclaim.

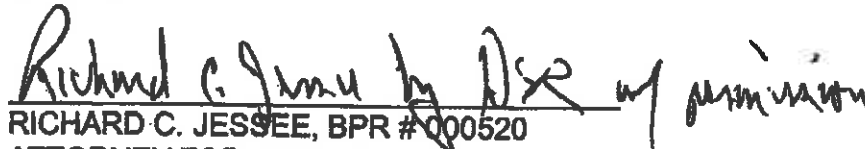
Court costs are taxed equally to the parties.

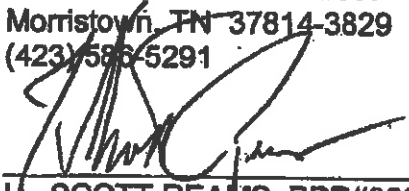
ENTER this the 29th day of February, 2016.


CHANCELLOR

APPROVED FOR ENTRY:


LINDA C. NOE, BPR# 023805
ATTORNEY FOR PLAINTIFF MILDRED DONALDSON
FINKELSTEIN, KERN, STEINBERG & CUNNINGHAM
P. O. Box 1
Knoxville, TN 37901
(865) 525-0238


RICHARD C. JESSEE, BPR #000520
ATTORNEY FOR DEFENDANT
CITY OF MORRISTOWN
BACON, JESSEE & PERKINS
Georgian Court
1135 West 3rd North Street
Morristown, TN 37814-3829
(423) 586-5291

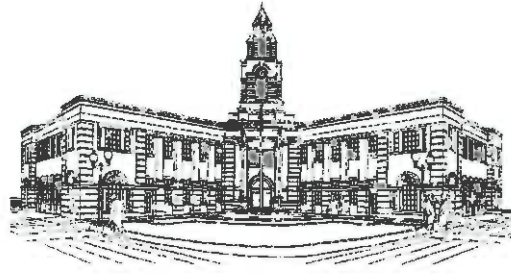

H. SCOTT REAMS, BPR#000436
ATTORNEY FOR DEFENDANT HAMBLLEN
COUNTY BOARD OF EDUCATION
TAYLOR, REAMS, TILSON & HARRISON
116 East Main Street
Morristown, TN 37814

ROW Closure - Donaldson



100 50 0 100 Feet

[Return to Agenda](#)



Morristown City Council Agenda Item Summary

Date: April 28, 2016

Agenda Item: Approval of Bid – ¾ Ton Crew Cab 4X4 Truck

Prepared by: Joey Barnard

Subject: ¾ Ton Crew Cab 4X4 Truck Bid

Background/History: The City of Morristown continues to move forward in updating its fleet. After years of deferring equipment replacement due to the economic downturn, we made progress in attempting to restore our fleet and equipment to an acceptable condition. This purchase is to replace an existing vehicle that has exceeded its useful life expectancy or requires excessive maintenance. Replacement of this equipment will allow for reduced maintenance and operating expenses when replaced with more efficient equipment. Equipment purchases are projected to result in future savings and to increase productivity.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on April 14, 2016 and on April 21, 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 1:00 PM on Thursday, April 28, 2016. We received two (2) responses.

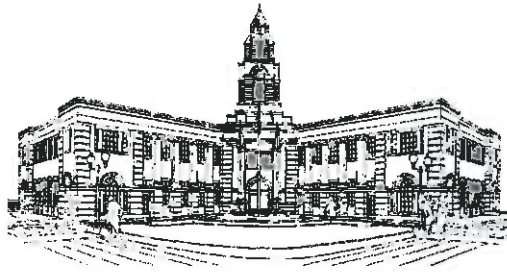
Financial Impact: This expenditure was planned and appropriated in the 15-16 budget. The two bids received were less than the budgeted amount. As summarized in the bid tabulation, the bid submitted by Chrysler Dodge Jeep Ram of Columbia (\$30,880) exceeds the bid submitted by Rocky Top Chrysler Jeep Dodge (\$29,955) by \$845. The bid submitted by Rocky Top Chrysler Jeep Dodge meets all specifications except the inclusion of shop/parts manuals, electric schematics, and layman's terms of warranty. These exceptions are deemed acceptable and it is recommended to accept the bid.

Action options/Recommendations: It is staffs' recommendation to accept the best and lowest bid submitted by Rocky Top Chrysler Jeep Dodge.

Attachments: Copy of the Bid Tabulation

City of Morristown
3-4 Ton Crew Cab 4X4 Truck Bid Tabulation
Thursday, April 28, 2016 1:00 p.m.

Bidder	Specification Compliance	Description of Unit	Unit Price
Chrysler Dodge Jeep Ram of Columbia	Fully Complies	2016 Ram 2500	\$ 30,880.00
Rocky Top Chrysler Jeep Dodge	<p>Took Exception</p> <p>-No Shop/Parts Manuals or Electric Schematics Included</p> <p>-Layman's Terms of Warranty Not Included</p> <p>-Cloth Interior - Fabric Specification Not Specified</p>	<p>2016 Ram 2500</p> <p>Tradesman 4X4 DJ7L91</p>	\$ 29,955.00



Morristown City Council Agenda Item Summary

Date: May 10, 2016

Agenda Item: Approval of Bid–Demolition of Property

Prepared by: Joey Barnard

Subject: Demolition of Property Bid

Background/History: In accordance with City of Morristown ordinances, it has become necessary to demolish several dilapidated buildings within the City of Morristown. These structures were identified by the City of Morristown inspections staff to pose a potential threat to the health and welfare of the community. Hazards associated with these unfit properties will be eliminated for the safety of the citizens within the community. Additionally, demolition of these buildings will improve the appearance of the lots and in turn the overall appearance of the City. This ensures that property values of these parcels and surrounding parcels are maintained. Inspections originally identified fourteen (14) buildings that needed to be razed. As of the date of this summary, nine (9) properties remain that need to be razed. Property owners have addressed issues with five (5) of these properties by razing the structures themselves, or by pulling a building permit. Hearings have been held in compliance with City ordinances, and these properties will be razed once all legal proceedings have been exhausted.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on April 22, 2016 and on April 29, 2016. Additionally, the bid was posted to the City of Morristown's website and through Vendor Registry, an on-line facilitation website. The submission deadline was 2:00 PM on Monday, May 9, 2016. We received eight (8) responses.

Financial Impact: The bids received are within the amount that has been appropriated for this purpose in the 2015-16 budget. The bid allowed for the properties to be awarded individually so that the City may take advantage of the best possible pricing. Based on the bids submitted, the properties will be divided between two vendors to obtain the maximum cost savings. The overall financial impact of the approval of the bid will be \$38,782. Eagle Demolition and Environmental will be responsible for the demolition of five (5) properties totaling \$23,932. Additionally, Shane's Excavating will be responsible for the demolition of four (4) properties totaling \$14,850. These amounts could be less if the property owners take action to the structures prior to actual demolition by the entity approved by the City of Morristown. A lien will be placed against each property to recover all costs incurred by the City of Morristown.

Action options/Recommendations: It is staffs' recommendation to approve the bids submitted by Eagle Demolition & Environmental and Shane's Excavating.

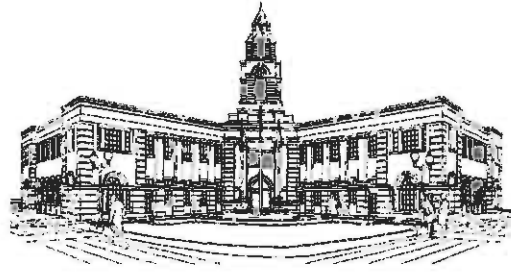
Attachments: Bid Tabulation.

City of Morristown
Purchasing Department
Demolition of Property
May 9, 2016 2:00 p.m.

	Eagle Demolition and Environmental	Tri-Co. Excavating/Morristown Tree Service	Stanberry Paving & Excavating	DH Griffin Wrecking
201 Tennessee Ave.	\$ 4,992.00	\$ 4,000.00	\$ 4,825.00	\$ 7,500.00
313 Montrose Ave.	\$ 3,612.00	\$ 3,500.00	\$ 4,225.00	\$ 6,500.00
685 Central Church Rd.	\$ 4,662.00	\$ 5,500.00	\$ 3,650.00	\$ 7,000.00
526 Caniger St.	\$ 1,000.00	No Bid	\$ 14,700.00	\$ 8,000.00
1437 Shields Ferry Rd	\$ 2,832.00	\$ 7,500.00	\$ 7,650.00	\$ 9,000.00
5403 East Andrew Johnson Hwy	\$ 6,372.00	\$ 12,000.00	\$ 7,550.00	\$ 13,500.00
916 Truman St.	\$ 5,016.00	\$ 4,800.00	\$ 4,500.00	\$ 6,500.00
1498 Short St	\$ 3,312.00	No Bid	\$ 3,950.00	\$ 5,500.00
323 Branner St.	\$ 10,416.00	No Bid	\$ 14,600.00	\$ 13,000.00
1115 E Main St	\$ 4,950.00	No Bid	No Bid	\$ 7,500.00
Total	\$ 47,164.00	\$ 37,300.00	\$ 65,650.00	\$ 84,000.00

City of Morristown
Purchasing Department
Demolition of Property
May 9, 2016 2:00 p.m.

	Elkin Rowe Inc.	Marta's Excavating	Quest Enterprise	Shane's Excavating
201 Tennessee A/e.	\$ 4,240.00	\$ 4,095.00	\$ 8,200.00	\$ 3,660.00
313 Montrose Ave.	\$ 3,985.00	\$ 4,100.00	\$ 6,000.00	\$ 3,420.00
685 Central Church Rd.	\$ 3,830.00	\$ 4,105.00	\$ 6,750.00	\$ 3,590.00
526 Carfinger St.	\$ 5,200.00	\$ 5,173.00	\$ 12,350.00	\$ 8,850.00
1437 Shields Ferry Rd	\$ 4,000.00	\$ 3,975.00	\$ 5,500.00	\$ 5,140.00
5400 East Andrew Johnson Hwy	\$ 10,175.00	\$ 7,421.00	\$ 12,000.00	\$ 6,940.00
916 Truman St.	\$ 4,650.00	\$ 4,385.00	\$ 7,000.00	\$ 4,180.00
1492 Short St	\$ 4,200.00	\$ 3,990.00	\$ 5,750.00	\$ 3,960.00
323 Brunner St	\$ 12,770.00	\$ 8,640.00	\$ 19,500.00	\$ 17,900.00
1115 E Main St	\$ 5,300.00	No Bid	\$ 9,000.00	No Bid
Total	\$ 56,350.00	\$ 45,884.00	\$ 92,050.00	\$ 57,640.00
3% discount if awarded all				



Morristown City Council Agenda Item Summary

Date: May 10, 2016

Agenda Item: Approval of Bid – Office 365

Prepared by: Joey Barnard

Subject: Office 365 Bid

Background/History: Licensing agreements related to software continue to evolve. The current trend has software and related licensing to shift from a package purchase to a subscription service. This illustrates the effect of cloud storage. Due to the fact that email communication and certain other office software products are essential to the operation of the City of Morristown, it is I.T. staff's and the City or Morristown's I.T. consultant's recommendation to move to subscription service. This provides a secure platform with flexibility.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on April 22, 2016 and on April 29, 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 1:00 PM on Friday, May 6, 2015. We received four (4) responses.

Financial Impact: Funds have been appropriated in the budget to move forward with this purchase. With the recommendation of I.T. staff and I.T. consultant it is in the City of Morristown's best interest to move forward with this purchase. The low bidder submitted all necessary documentation and prescribed to the terms and conditions outlined in the bid.

Action options/Recommendations: It is staffs' recommendation to accept the best and lowest bid submitted by DBISP, LLC.

Attachments: Bid Tabulation.

City of Morristown
Office 365 Bid Tabulation
Friday, May 6, 2016 1:00 p.m.

Bidder	Microsoft Office 365 1 Year License	Microsoft Exchange Online Plan 1 Year License	Renewal Option	Total Price
CDW	\$ 4,618.50	\$6,856.20	N/A	\$11,474.70
SHI International	\$ 4,550.00	\$7,200.00	Renews annually at same price	\$11,750.00
SBase Technologies	\$ 5,162.00	\$7,594.00	\$12,756.20/per year \$11,620.39- 2 year	\$12,756.00
DBISP, LLC	\$ 4,574.75	\$6,793.20	\$11,884.49- 3 year	\$11,367.95

Agreement for Audit

This agreement is made the 17th of May, 2016 between The City of Morristown (the “City”), whose business is at 100 West First North Street, Morristown, TN and Brown, Edwards & Company, LLC (Brown Edwards), whose business address is at 513 State Street, Bristol, VA.

The City of Morristown has agreed to contract with Brown, Edwards & Company, a public accounting firm for the annual audit of the Comprehensive Annual Financial Report for the years ending June 30, 2016, 2017 and 2018. The City, at its sole option, may extend the term of the services for additional three year term(s). The City will notify Brown, Edwards regarding the requested extension by April 1 of the corresponding year and a fee structure will be negotiated by the parties with a final decision by May 1.

Responsibilities of Brown, Edwards:

- Brown Edwards will audit the financial statements of the governmental activities, the business-type activities (except for the Morristown Utilities Commission which is audited by other auditors), each major fund (except for funds of the Morristown Utilities Commission), and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City for each year ended as described above. The audit will be conducted in accordance with the auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee as detailed in the *Audit Manual*.
- Brown Edwards will complete compliance reviews in accordance with the audit requirements for local governments, which receive federal awards as established by the Federal OMB Uniform Guidance and prepare the Data Collection Form and complete the auditor’s portion.
- The audit will be completed and reports issued by October 31 of each year unless there are delays in receiving information from the City.
- Brown Edwards will issue the following reports on:
- Whether your basic financial statements are fairly presented (with the exception of the Utilities Commission), in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information when considered in relation to the financial statements as a whole.
- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the OMB Uniform Guidance.
- If the City requests services of Brown Edwards to prepare the financial statements and related footnotes, the City will notify Brown Edwards by July 31 of each year. Brown Edwards will prepare the financial statements utilizing information to be provided by the City at an agreed upon date.

Responsibilities of the City:

- The City will have closed and balanced all accounts for all funds by August 31 of each year in preparation for the audit.
- The City will have prepared financial statements available to be examined by the auditor no later than September 30 of each year (unless the City has notified Brown Edwards of required services

to prepare the financial statements by July 31 of each year).

- The City will provide timely access to all documentation supporting the financial statements, including footnotes and documentation requested by Brown Edwards for compliance testing.
- If the City requests financial statement preparation services, the City will designate an employee with specialized skills and knowledge of financial reporting to review and accept responsibility for the financial statements.

The City and Brown Edwards will also execute the annual contract for audit required to be submitted to the State of Tennessee Division of Local Government Audit and the standard audit engagement letter to be prepared by Brown Edwards each year before beginning the audit process. These documents will fully detail the terms and responsibilities inherent in the audit engagement addressed in this agreement and will become part of this agreement once executed.

The fees for the above audit services are as follows:

	<u>June 30, 2016</u>	<u>June 30, 2017</u>	<u>June 30, 2018</u>
Financial Audit	<u>\$ 39,550</u>	<u>\$ 41,550</u>	<u>\$ 43,600</u>
Single Audit	<u>\$ 3,250</u>	<u>\$ 3,400</u>	<u>\$ 3,550</u>
Alternative #1 (optional):			
Preparation of Financial Statements	<u>\$ 3,200</u>	<u>\$ 3,350</u>	<u>\$ 3,500</u>

If any disputes arise under the terms of this agreement, the laws of Tennessee shall govern and venue will lie in Hamblen County.

The City of Morristown, Tennessee

Brown, Edwards & Company, LLP

Signed: _____

Signed: _____

By: _____

By: _____

Date: _____

Date: _____

PROJECT: S. Henry Street Bridge over Turkey CreekDATE OF ISSUANCE: April 25, 2016 EFFECTIVE DATE: April 25, 2016OWNER: City of Morristown, TN OWNER's Contract No.: 3238B4CONTRACTOR: Summers-Taylor, Inc. ENGINEER: Mattern & Craig

You are directed to make the following changes in the Contract Documents.
 Description: Adjust project quantities.

Reason for Change Order: Final reconciliation of project quantities.Attachments: Quantities Adjustment Table.

CHANGE IN CONTRACT PRICE: Original Contract Price <u>\$ 274,212.50</u>	CHANGE IN CONTRACT TIMES: Original Contract Times Substantial Completion: <u>180</u> Ready for Final Payment: <u>180</u> days
Net changes from previous Change Orders No. _____ to No. _____ <u>\$</u> _____	Net change from previous Change Orders No. _____ to No. _____ _____ days
Contract Price prior to this Change Order <u>\$ 274,212.50</u>	Contract Times prior to this Change Order Substantial Completion: <u>180</u> Ready for final payment: <u>180</u> days
Net Increase (decrease) of this Change Order <u>\$ (8,360.30)</u>	Net Increase (decrease) of this Change Order <u>0</u> (days)
Contract Price with all approved Change Orders <u>\$ 265,852.20</u>	Contract Times with all approved Change Orders Substantial Completion: <u>180</u> Ready for final payment: <u>180</u> days

RECOMMENDED:

 By: Randy W. Beckner
 Engineer (Authorized Signature)
Date: April 25, 2016

APPROVED:

 By: _____
 Owner (Authorized Signature)

Date: _____

ACCEPTED:

 By: _____
 Contractor (Authorized Signature)

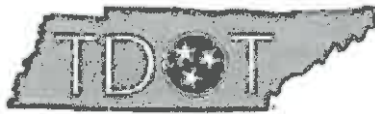
Date: _____

cc: Marketing

10/95

Quantities Adjustment
S. Henry Street Bridge over Turkey Creek
M&C Commission No. 3238B4

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
209-05	Sediment Removal	CY	5	0	-5	\$25.00	(\$125.00)
209-08.02	Temp. Silt Fence (w/backing)	LF	200	94	-106	\$5.00	(\$530.00)
303-10.01	Mineral Agg. (Size 57)	TON	12	7.89	-4.11	\$50.00	(\$205.50)
307-01.01	Asph. Conc. Mix Grd A	TON	20	24.7	4.7	\$215.00	\$1,010.50
307-01.08	Asph. Conc. Mix Grd BM-2	TON	13	20.86	7.86	\$215.00	\$1,689.90
402-01	Bit. Mat. For Prime	TON	0.2	0	-0.2	\$400	(\$80.00)
411-01.10	ACS Mix Grd D	TON	8	20	12	\$240	\$2,880.00
709-05.05	Mach. Rip Rap (Cl A3)	TON	25	20.24	-4.76	\$50.00	(\$238.00)
740-10.03	Textile (Type III)	SY	150	0	-150	\$4.50	(\$675.00)
795-10.04	Air Release Valve Assembly	EA	1	0	-1	\$3,000.00	(\$3,000.00)
204-11	Bridge Exc. (Unclass.)	CY	211	240	29	\$65.00	\$1,885.00
303-01.02	Gran. Backfill (Bridges)	TON	829	437.28	-391.72	\$35.00	(\$13,710.20)
604-03.01	Class A Conc. (Bridges)	CY	49	52.6	3.6	\$800.00	\$2,880.00
604-03.02	Steel Bar Reinf. (Bridges)	LBS	4307	4236	-71	\$2.00	(\$142.00)
Total Change Order Amount							(\$8,360.30)



**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 1**

Project Title/Termini: Installation of Traffic Signal System at SR 34 and Walters Drive
Owner: City of Morristown PIN: 105858.00
Address: PO Box 1499 State Project No.: 32LPLM-F3-027
Morristown, TN 37816 Federal Project No.: STP-M-34(79)
Date Prepared: 1/11/2016 Contract No.: 323811
County: Hamblen

Whereas, we Summers-Taylor, Inc. with Fidelity & Deposit Company of Maryland, as a Surety, entered into a contract with the City of Morristown, TN, on June 29, 2015, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

- 1) Adjust final contract quantities per the attached table.

As a result of this Change Order, contract time shall:

☒ Not Change, ☐ Increase by ____ days, ☐ Decrease by ____ days

Original contraction Completion Time: 150 days (Date: 11/26/15)

Approved Change Orders: _____

Current Change Order: _____

Contract Completion Time with Change Orders: 150 days (Date: 11/26/15)

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$

Bid Contract Amount: \$203,527.50

Current Change Order: \$-3,829.50

Approved Change Orders: \$0.00

Pending Change Orders: \$0.00

Total Change Orders to Date: \$-3,829.50



**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 1**

Project Title/Termini:	Installation of Traffic Signal System at SR 34 and Walters Drive		
Owner:	City of Morristown	PIN:	105658.00
Address:	PO Box 1499	State Project No.:	32LPLM-F3-027
	Morristown, TN 37816	Federal Project No.:	STP-M-34(79)
Date Prepared:	1/11/2016	Contract No.:	323811
		County:	Hamblen

Now, Therefore, We, Summers-Taylor, Inc., Contractors, and Fidelity & Deposit Company of Maryland, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

By: Randy W. Beckner 1/11/16
Engineer/CEI Date

Approved By:

By: _____
Contractor Date

By: _____
Surety Date

By: _____
Owner Date

Approved for Eligibility:

By: _____
Local Programs Planner Date



City of Morristown

FINAL QUANTITIES

STATE PROJECT # 32LPLM-F3-027
FEDERAL PROJECT # STP-M-34(79)
PROJECT DESC Installation of Traffic Signal System at SR-34 (US-11E/Andrew Johnson Highway) and Walters Drive
CONTRACT # 32381
PIN # 105658.00

ORIGINAL AMOUNT \$ 203,527.50
EXECUTION DATE 6/29/2015
EFFECTIVE DATE 7/13/2015
TIME COMPLETE 85.67%

REVISED AMOUNT \$ 199,698.00
CONTRACT END 12/10/2015
CONTRACT WORK DAYS 130
WORK COMPLETE 100.00%

BID ITEM NO.	DESCRIPTION	UNIT OF MEAS	CURRENT	QUANTITIES REVISED	OVER/UNDER	UNIT PRICE	NET AMOUNT CHANGE
105-01	Construction Stakes, Lines, and Grades	LS	1.00	1.00	-	1,500.00	\$ -
712-01	Traffic Control	LS	1.00	1.00	-	8,320.00	\$ -
712-04 01	Flexible Drains (Channelization)	EA	30.00	-	(30.00)	35.00	\$ (1,050.00)
712-06	Signs (Construction)	SF	248.00	248.00	-	8.75	\$ -
712-08 03	Arrow Board (Type C)	EA	1.00	-	(1.00)	450.00	\$ (450.00)
716-02 23	Plastic Pavement Marking (12" Barrier Line)	LS	200.00	200.00	0.00	14.50	\$ 130.50
717-01	Mobilization	LS	1.00	1.00	-	12,500.00	\$ -
730-01.02	Removal of Signal Equipment	EA	1.00	1.00	-	5,600.00	\$ -
730-02.09	Signal Head Assembly (130 With Backplate)	EA	7.00	7.00	-	895.00	\$ -
730-02.17	Signal Head Assembly (150 A2H With Backplate)	EA	3.00	3.00	-	1,385.00	\$ -
730-02.30	Signal Head Assembly (130 A3 With Backplate)	EA	3.00	3.00	-	820.00	\$ -
730-03.21	Install Pull Box (Type B)	EA	6.00	5.00	(1.00)	550.00	\$ (550.00)
730-05.01	Electrical Service Connection	EA	1.00	1.00	-	2,750.00	\$ -
730-05.02	Service Cable (2 Conductor, 60 AWG)	LF	100.00	115.00	15.00	1.05	\$ 15.75
730-08 04	Signal Cable - 3 Conductor	LF	900.00	825.00	25.00	2.10	\$ 52.50
730-12 03	Conduit 3" Diameter (PVC)	LF	200.00	80.00	(120.00)	6.60	\$ (792.00)
730-12 07	Conduit 1" Diameter (RGS)	LF	50.00	15.00	(35.00)	8.75	\$ (306.25)
730-12.14	Conduit 3" Diameter (Jacket and Bore)	LF	250.00	250.00	-	15.90	\$ -
730-13.06	Vehicle Detector (Optically Activated Priority Control)	EA	1.00	1.00	-	11,500.00	\$ -
730-13.08	Vehicle Detector (Radar - Stopline)	EA	4.00	4.00	-	8,950.00	\$ -
730-13.09	Vehicle Detector (Radar - Advance)	EA	2.00	2.00	-	9,100.00	\$ -
730-15.32	Cabinet (Eight Phase Base Mounted)	EA	1.00	1.00	-	14,500.00	\$ -
730-16.02	Eight Phase Actuated Controller	EA	1.00	1.00	-	5,400.00	\$ -
730-23.72	Canfliver Signal Support (1 Arm @ 35')	EA	1.00	1.00	-	12,300.00	\$ -
730-23.86	Canfliver Signal Support (1 Arm @ 50')	EA	3.00	3.00	-	14,500.00	\$ -
740-11.01	Temporary Sediment Tube B' (EPSC)	LF	200.00	-	(200.00)	4.40	\$ (880.00)
TOTALS							\$ (3,829.50)

FY 2017 BUDGET



A look at downtown's SkyMart today

MAYOR

GARY CHESNEY

COUNCILMEMBERS

DENNIS ALVIS
CHRIS BIVENS
BOB GARRETT
TOMMY PEDIGO
KAY SENTER
KEN SMITH

FOR FISCAL YEAR BEGINNING JULY 1, 2016
AND ENDING JUNE 30, 2017

FY 2017 Budget Overview

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Supplemental Agreement and/or Request for Construction Change Change Order Request # 2

Project Title/Terminal:	Resurfacing of N. Chucky Pike from Clearbrook Dr. to SR-34 and West Mountcastle St. from Bishop Ave. to Russell Ave.		
Owner:	City of Jefferson City	PIN:	114480.00
Address:	112 City Center Drive	State Project No.:	45LPLM-F3-018
	Jefferson City, TN 37760	Federal Project No.:	STP-M-9106(13)
Date Prepared:	5/5/2016	Contract No.:	CNV913
		County:	Jefferson

Whereas, we APAC-Atlantic, Inc. with Liberty Mutual Insurance Co., as a Surety, entered into a contract with City of Jefferson City, on January 5, 2016, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

Add item 307-01.08 Asphalt Concrete Mix (PG64-22) BM2.

The project team met to review the site and discovered a section of asphalt pavement on Chucky Pike with a significant amount of potholes and alligator cracking. Resurfacing would not adequately repair this area. To restore the driving surface and extend the life of the asphalt pavement, the area requires cold planing (milling) to a depth of 3 inches. The BM2 binder will be placed before final surfacing.

As a result of this Change Order, contract time shall:

☒ Not Change, ☐ Increase by _____ days, ☐ Decrease by _____ days

Original contraction Completion Time: 60 days (Date: 12/31/2015)

Approved Change Orders: 1

Current Change Order: 2

Contract Completion Time with Change Orders: 60 days (Date: 5/30/2016)

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
307-01.08	Asphalt Concrete Mix (PG64-22) BM2	TONS	0	96	+96	\$150.00	\$14,400
						\$	\$
						\$	\$
						\$	\$
						\$	\$



Bid Contract Amount: \$150,938.20
Current Change Order: \$14,400.00
Approved Change Orders: \$0
Pending Change Orders: \$0
Total Change Orders to Date: \$14,400.00

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 1**

Project Title/Termini:	Resurfacing of N. Chucky Pike from Clearbrook Dr. to SR-34 and West Mountcastle St. from Bishop Ave. to Russell Ave.		
Owner:	City of Jefferson City	PIN:	114480.00
Address:	112 City Center Drive	State Project No.:	45LPLM-F3-018
	Jefferson City, TN 37760	Federal Project No.:	STP-M-9106(13)
Date Prepared:	5/5/2016	Contract No.:	CNV913
		County:	Jefferson

Now, Therefore, We, APAC-Atlantic, Inc., Contractors, and Liberty Mutual Insurance Co., Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

By: Julie Alcantara 5/5/16
Engineer/CEI Date

Approved By:

By: _____
Contractor Date

By: _____
Surety Date

By: _____
Owner Date



Approved for Eligibility:

By:


Local Programs Planner

CLF JONES

5-5-2016

Date

Memorandum

To: Morristown City Council

From: Richard DesGroseilliers, GISP

Date: May 12, 2016

Subject: Wayfinding Amendment #3

The Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) is in the process of a Wayfinding Sign project. This project is currently in the 3rd bid process for the Construction phase. Kimley horn is the Consultant for the project, and they are requesting an additional \$6,800.00 for re-bid services (see attachment). The rationale is that consultants, in general, do not factor in a bid process to exceed more than 2 times, thus the need for the additional funds.

The LAMTPO Executive Board at their May 11, 2016 meeting to recommend the contract amendment #3 in the amount of \$6,800.00 for additional construction bid processes, subject to Tennessee Department of Transportation (TDOT) concurrence of a bid approval and a line itemized invoice submitted to the LAMTPO Executive Board.

This is a project using federal surface transportation program (STP) funds, which means that 80% of these additional funds can be reimburse-able.

Staff is recommending approving this amendment as stated by the LAMTPO Executive Board.

If there are any questions or comments concerning this document, please feel free to contact me:

Rich DesGroseilliers, GISP, MTPO Coordinator
100 W 1st N St
Morristown, TN 37816-1499
richd@mymorristown.com

Thank you for your time and cooperation.

**AMENDMENT NUMBER 3 TO THE AGREEMENT BETWEEN THE CLIENT
AND KIMLEY-HORN AND ASSOCIATES, INC.**

AMENDMENT NUMBER 3 DATED April 8, 2016 to the agreement between the City of Morristown, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated February 26, 2014 ("the Agreement") concerning Task Order Number 003, Wayfinding Signage Project (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

CONSULTANT:



CITY OF MORRISTOWN

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

By: David Coode, RLA, AICP

Title: _____

Title: Associate

Date: _____

Date: April 8, 2016

**Exhibit A to Amendment Number 3,
dated April 8, 2016.**

Services associated with Amendment 3 consist of Re-Bid Phase Services, which mimics Task 10 initially identified in Amendment Number 1 between the Client and Kimley-Horn and Associates, Inc. (Kimley-Horn). The Task 10 Scope of Services has been rewritten and expanded on below.

The Consultant shall perform the following Additional Services:

Task 10 – Re-Bid Phase Services

Kimley-Horn will update and assemble construction bidding documents, including technical specifications for the subject work and the construction contract, based on “Standard General Conditions of the Construction Contract” prepared by the Engineers Joint Contract Documents Committee (EJCDC). Kimley-Horn will request contract language used by LAMTPO staff on previous construction projects bid by the LAMTPO. This language, the technical specifications, and the other EJCDC documents will be packaged together and compiled as a project bid book. Kimley-Horn will prepare a bid advertisement per TDOT requirements for the project to be utilized by the LAMTPO. Kimley-Horn will issue one (1) reproducible bid package for the submittal of quotations to perform the work and conduct one (1) face-to-face pre-bid meeting with potential bidders. Kimley-Horn staff will further respond to questions that arise during the bidding process and issue statements of clarification or bid addenda that are warranted. Up to three (3) bid addenda will be prepared by Kimley-Horn. Kimley-Horn will conduct the bid opening. Kimley-Horn will tabulate the bids received and evaluate the compliance of the bids received with the bidding documents. Kimley-Horn will prepare a written summary of this tabulation and evaluation. If requested by the LAMTPO, Kimley-Horn will notify the selected Contractor.

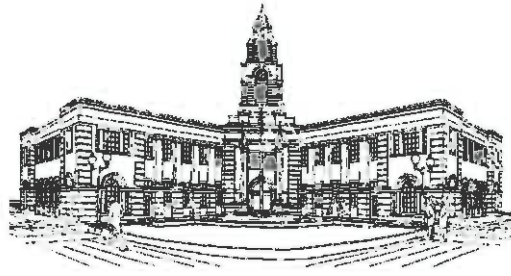
Task 10 Kimley-Horn Deliverables:	Technical Specifications
	Bid Advertisement
	Bid Addenda
	Bid Tabulations

Consultant and Client agree to the following general schedule in connection with the Additional Services set forth above:

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule. Please note that the Consultant has no control over internal FHWA and TDOT review processes as they relate to environmental approvals and the issuances of notices to proceed from the Local Programs office.

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation:

\$6,800 lump sum, inclusive of expenses.



Morristown City Council Agenda Item Summary

Date: May 9, 2016

Agenda Item: Approval of RFP – Turf Management

Prepared by: Joey Barnard

Subject: Turf Management RFP

Background/History: The Morristown Parks and Recreation department maintains over 20 acres of parks and fields for youth and adult recreational sports as well as for public use. These facilities require weed control, fertilizing, pesticides, sodding, and sprigging to maintain a healthy sports turf for recreational use. With the approval of this proposal the facilities will be improved from their current condition and maintained over a three (3) year period.

Findings/Current Activity: The RFP was advertised in the *Citizen Tribune* on April 18, 2016 and April 25, 2016. The RFP was also advertised in the *Knoxville News Sentinel* on April 19, 2016 and on April 26, 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 Monday, May 2, 2016. We received three (3) responses.

Financial Impact: Turf management is a necessary operational expenditure that is appropriated each year. In the upcoming fiscal year, \$22,000 has been proposed under other contracted services for turf management. Two of the three proposals are within the proposed amount. The request for proposals were evaluated by a five member committee using the established criteria within the request for proposal.

Action options/Recommendations: It is staffs' recommendation to accept the best and lowest proposal submitted by Tennessee Turf Masters.

Attachments: None

**CITY OF MORRISTOWN**

PURCHASING DIRECTOR

P.O. Box 1499

Morristown, TN 37815-0647

Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2016

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERSPurchase Order # **16002797-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
e
n
d
o
r**TASER INTERNATIONAL
7860 E MCCLAIN DR STE 2

SCOTTSDALE, AZ 85260

**S
h
i
p
T
o**City of Morristown
400 Dice Street
ccummings@mymorristown.com
Morristown, TN 37813

Vendor Phone Number 800-978-2737		Vendor Fax Number 480-991-0791		Requisition Number 16003105		Delivery Reference/Contact KENNETH HINKLE			
Date Ordered 04/28/16		Vendor Number 001647		Date Required		Interoffice Delivery		Department/Location 42170	
Item#	Description/Part No.			Qty/Unit	Cost Each		Extended Price		
001	ORIGINAL			10.00 EACH	1984.65400		18,526.86		
* POLICE * - QTY - 10 - ITEMS: 11002, 26810, 11501, 11004, 26763 AND QTY 1 - 26762 - TASER X26P - BLACK, TASER CAM-TCHD - BLACKHAWK HOLSTER RIGHT - X26P - 4 YEAR WARRANTIES ON X26P AND TASER CAM HD - 10 TRADE UP UNITS TO BE TRADED IN - PRICING PER QUOTE Q-64831-3 *Amount reflects \$1,500.00 credit due 42170-694 18,526.86									
Total Freight				180.32					
					PO Total		18,526.86		

The City of Morristown is an equal
employment / affirmative action
employer EOE / AA**VENDOR COPY**_____
Authorized Signature_____
Date_____
Authorized Signature_____
Date[Return to Agenda](#)



17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.TASER.com

January 4, 2016

To: United States state, local and municipal law enforcement agencies

Re: Sole Manufacturer Letter for TASER International, Inc.'s Conducted Electrical Weapons, on-Officer Cameras, and Evidence.com Data Management Solutions

TASER International, Inc. (TASER), is the sole manufacturer for TASER brand conducted electrical weapons (CEWs) and Axon brand products. TASER is also the sole distributor of all Axon brand products in the USA and the sole distributor of all TASER brand products in the States of AR, CT, DE, FL, GA, HI, IA, IL, IN, KS, LA, MA, MD, ME, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, TX, VA, VI, VT, WI, WV, and the District of Columbia. TASER is also the sole developer and offeror of the Evidence.com data management services.¹

TASER CEW Descriptions

X2 CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart cartridges only

X26P CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch

¹ Evidence.com is both a division of TASER and a data management product solution offered by TASER. Evidence.com is not a separate corporate entity.



- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

TASER Brand CEW Model Numbers

1. Conducted Electrical Weapons (CEWs):
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for CEWs:
 - X2 - 4-year extended warranty, item number 22014
 - X26P - 2-year extended warranty, item number 11008
 - X26P - 4-year extended warranty, item number 11004
3. TASER standard cartridges (compatible with the X26P; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 34200
 - 21-foot Model: 44200
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 44203
 - 35-foot Model: 44206
4. TASER Smart Cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 22150
 - 25-foot Model: 22151
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
 - 35-foot Model: 22152
 - Inert Smart Cartridge Model: 22153
5. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 CEWs.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
6. Power Modules (Battery Packs) for X26P and X2 CEWs:
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
7. TASER Dataport Download Kits:

- Dataport Download Kit for the X2 and X26P Model: 22013
- 8. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
- 9. Conductive Target front Model 80000 and Conductive Target back, Model 80001
- 10. TASER Simulation Suit II Model 44550

TASER Digital Evidence Solution Description

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to two-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet Camera

- In-car camera with the technological advantages of the Axon Body 2 camera
- Flexible mount that enables pointing the camera in multiple directions
- Automatic transition from buffering to event mode in an emergency vehicle equipped with the Axon Signal Unit

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to seven-minute pre- and post-event buffering period
- Upload to Evidence.com services

Axon Flex Camera (DVR)

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones to alert user of usage
- High, medium, and low quality recording available (customizable by the agency)
- 30-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available

Axon Flex Controller

- 12+ hours of battery operation per shift (even in recording mode)

- LED lights to show current battery level and operating mode
- Tactical beveled button design for use in pocket
- Available with Axon Signal technology

Axon Body Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones to alert user of usage
- High, medium, and low quality recording available (customizable by the agency)
- 30-second buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Tactical beveled button design for use in pocket
- 130-degree lens

Axon Dock

- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously

Axon Dock 2

- For use with the Axon Body 2 camera
- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously

Evidence.com Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within 7 days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Evidence.com via an internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Evidence.com is protected from local malware that may penetrate agency infrastructure
- Stability: TASER International is a publicly traded company with stable finances and funding, reducing

- concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Evidence.com and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search seven fields in addition to five category-based fields, create cases for multiple evidence files

Evidence.com for Prosecutors

- All the benefits of the standard Evidence.com services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Evidence.com services
- Unlimited storage for data collected by Axon cameras and Evidence Mobile

Axon Capture Application

- Free app for IOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Evidence.com account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon View Application

- Free app for IOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, or Axon Flex camera in real-time
- Allows for playback of videos stored on a paired Axon Body Axon Body 2, or Axon Flex system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

TASER Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

TASER Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



TASER Axon Brand Model Numbers

1. Axon Body 2 Camera Model: 74001
2. Axon Fleet Camera Model: 74001
3. Axon Signal Unit Model: 70112
4. Axon Body Camera Model: 73002 (Includes 73078, 73077, 73004)
5. Axon Body Camera Mounts:
 - Standard Alligator Clip Holster Model: 73075
 - Mini Alligator Clip Holster Model: 73076
 - Belt Clips Model: 73077
 - Bolted Z-Bracket Holster Model: 73078
 - VELCRO Z-Bracket Holster Model: 73079
 - Pocket Mount Holster Model: 73089
6. Axon Body camera full solution kit Model: 73066 (includes several Axon mounts and an iPod touch mobile digital device)
7. Axon Flex Kit Model: 73030 (Includes 73000, 73001, 73005, and 73004)
8. Axon Flex Controllers:
 - Axon Flex Controller Model: 73001
 - Axon Flex Controller with Axon Signal Technology Model: 70115
9. Axon Flex USB Sync Cable/Wall Charger Model: 73004
10. Axon Flex Controller Holsters:
 - Standard Uniform Clip Model: 7300
 - Mini Alligator Clip Model: 73035
 - Belt Clips Model: 73036
11. Axon Flex Camera Mounts:
 - Clip for Oakley Flak Jacket Glasses Model: 73008
 - Collar/Cap/Versatile Mount Model: 73009
 - Epaulette Mount Model: 73011
 - Helmet Mount Model: 73013
 - Low-rider Headband Medium Model: 73010
 - Low-rider Headband Large Model: 73058
 - Ballistics Vest Mount Model: 73059
 - Ratchet Collar Mount Model: 73088
 - Shoei Ratchet Helmet Mount Model: 73090
 - HJC Ratchet Helmet Mount Model: 73091
12. Axon Flex Cables:
 - Straight To Right Angle 18" (45.7 cm) Model: 73022
 - Straight To Right Angle 36" (91.4 cm) Model: 73005
 - Straight To Right Angle 48" (122 cm) Model: 73023
 - Straight Angle to Right Angle 36" (91.4 cm) Coiled Model: 73067
 - Straight Angle to Right Angle 48" (122 cm) Coiled Model: 73060

13. Axon Dock Models:

- Axon Dock – Individual Bay and Core for Axon Flex and Axon Body Model: 70023
- Axon Dock – 6-Bay and Core for Axon Flex and Axon Body Model: 70026
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Individual Bay for Axon Flex and Axon Body Model: 70028
- Wall Mount Bracket Assembly for Axon Flex and Axon Body Model: 70033
- Axon Dock 2 – Individual Bay and Core for Axon Body 2 Model 74009
- Axon Dock 2 – 6-Bay and Core for Axon Body 2 Model 74008
- Individual Bay for Axon Body 2 Model: 74011

TASER Product Packages

1. **Officer Safety Plan:** includes a CEW, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.

Please contact your local TASER sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
Executive Vice President, North American Sales
TASER International, Inc.

Android is a trademark of Google, Inc., Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc., iPod touch is a trademark of Apple Inc., IOS is a trademark of Cisco, Shoxi is a trademark of Shoxi Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

▲, ▲ AXON, Axon, Axon Body, Axon Body 2, Axon Capture, Axon Fleet, Axon Flex, Axon Interview, Axon Signal, Axon View, Evidence.com, Smart Cartridge, Trilogy, TASER CAM, X2, X26P, TASER, and ① are trademarks of TASER International, Inc., some of which are registered in the US and other countries. For more information, visit www.taser.com/legal. All rights reserved. © 2016 TASER International, Inc.

TVA at
Cherokee
Crossing

STORMWATER MANAGEMENT / BMP FACILITIES MAINTENANCE AGREEMENT

City of Morristown, TN

Engineering Department

(423) 585-4620

STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of March, 2016 by and between Knoxville TVA Employees Credit Union hereinafter called the "Landowner", and
(Insert Full Name of Owner)
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as _____

040 030.11 as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book 1632 Page 389, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as Cherokee Crossing Development
(Name of Plan/Development)

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

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

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

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

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

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

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

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

WITNESS the following signatures and seals:

Knoxville TVA Employees Credit Union
Company/Corporation/Partnership Name (Seal)

By: Glenn W. Siler

Glenn W. Siler
(Type Name)

President & CEO
(Type Title)

State of Tennessee

County of Knox

The foregoing Agreement was acknowledged before me this 14th day of April, 2016.

by Glenn Siler

Lorraine Thompson
Notary Public

My Commission Expires September 3, 2018



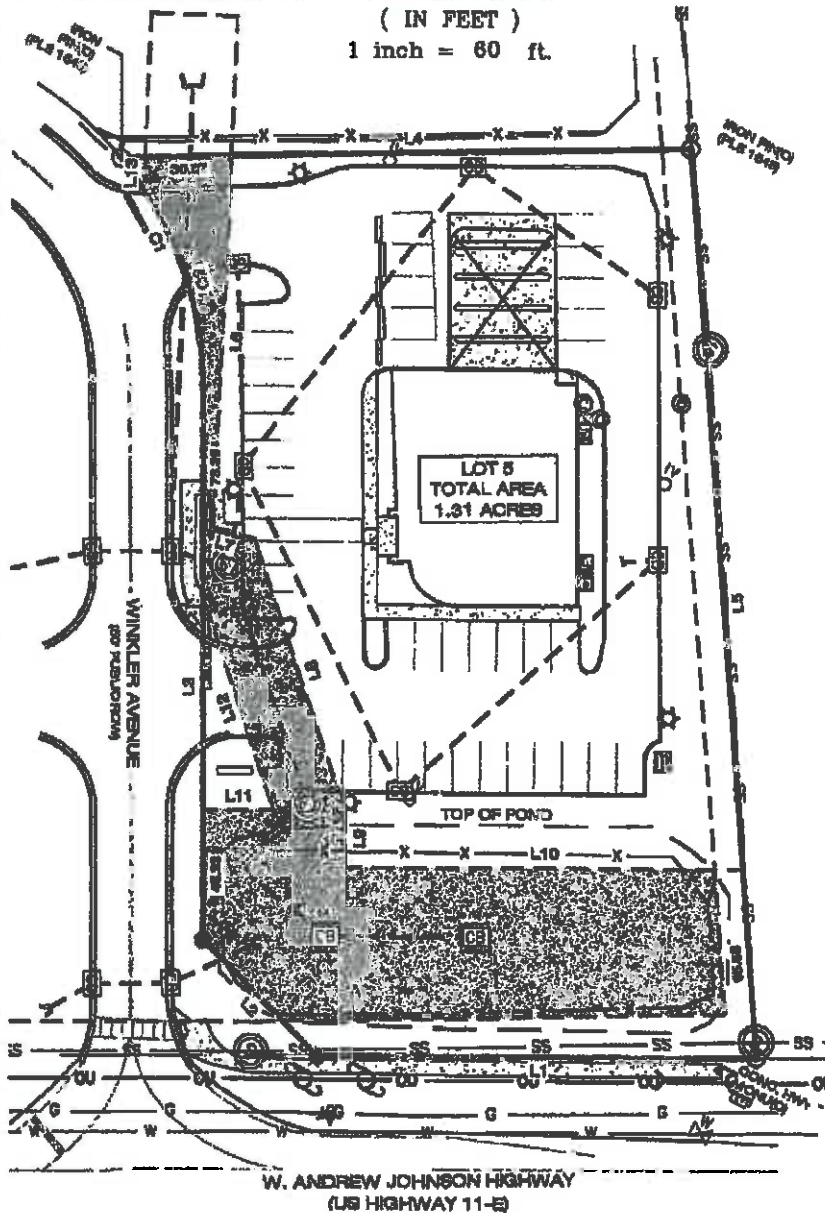
Approved as to form:

Robert E. Jones 5-3-16
City Attorney Date

GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.



LINE TABLE		
LINE	LENGTH	BEARING
L1	182.23	S82°27'44"W
L2	86.58	N72°02'00"W
L3	188.83	N27°22'18"W
L4	188.83	N81°21'08"E
L5	817.19	S31°00'00"E
L6	128.67	S34°44'47"E
L7	18.29	N77°29'42"E
L8	99.87	S49°01'24"E
L9	19.78	S27°30'00"E
L10	198.25	N82°00'00"E
L11	84.78	N82°27'44"E
L12	78.09	N46°01'29"W
L13	11.02	N84°44'47"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	86.58	158.87	84.85	N47°14'48"W
C2	72.88	138.67	71.37	N44°09'07"W

NOTES

DETENTION & DRAINAGE BASINMENTS, INCLUDING FENCING & INFRASTRUCTURE, TO BE MAINTAINED BY CHEROKEE CROSBING, LLC PER BMP AGREEMENT RECORDED IN BOOK 1638 PAGE 147, IN THE OFFICE OF THE REGISTER OF DEEDS OF HAMBLIN COUNTY, TN.

TVA CREDIT UNION TO MAINTAIN STORM WATER INFRASTRUCTURE ON SITE NOT CONTAINED IN THE DETENTION & DRAINAGE BASINMENTS SHOWN.

BMP EXHIBIT:

HAMBLIN COUNTY, TENNESSEE
CITY OF MORRISTOWN

STREET ADDRESS:
4320 WINKLER AVE
MORRISTOWN, TN

TAX PARCEL ID: MAP 040 PARCEL 030.11

DEED REF(S): BOOK 1632 PAGE 369
PLAT REF(S): CABINET K, SLIDE 168

FIELD DATE: N/A
DRAWING DATE:
LAST REV. DATE:

DRAW CHIEF:
DRAFTSMAN: M. BLANKENSHIP
APPROVED BY: J. PATTERSON

299 N. WEISGARBER RD.
KNOXVILLE, TENNESSEE
37918
PHONE: 885 584 0999
FAX: 885 584 5213
www.michaelbradyinc.com

MBI

michael brady inc.

architecture, engineering, interiors, SURVEYING

STORMWATER MANAGEMENT / BMP FACILITIES MAINTENANCE AGREEMENT

City of Morristown, TN

Engineering Department

(423) 585-4620

STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of December, 20 15, by and between Compassion Church hereinafter called the "Landowner", and
(Insert Full Name of Owner)
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as TAX MAP: 040-F, GROUP A,
Parcel 21.00 as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)
Hamblen County, TN, Deed Book 1559 Page 673, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as Manley Heights Extension
(Name of Plan/Development)

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

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

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

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

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

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

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

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

WITNESS the following signatures and seals:

Compassion Church
Company/Corporation/Partnership Name (Seal)

By: [Signature]
Ken R. Murray
(Type Name)

Trustee
(Type Title)

State of Tennessee

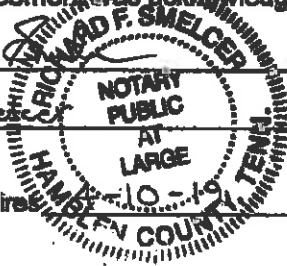
County of Hamblen

The foregoing Agreement was acknowledged before me this 15th day of December, 20 15.

by [Signature]

Richard F. Smelcer
Notary Public

My Commission Expires 10-19-19



Approved as to form:

[Signature] 5-3-16
City Attorney Date

STORMWATER MANAGEMENT / BMP FACILITIES MAINTENANCE AGREEMENT

City of Morristown, TN

Engineering Department

(423) 585-4620

STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of May, 2016, by and between Colgate Palmolive Company hereinafter called the "Landowner", and
(Insert Full Name of Owner)
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as _____
Ctrl Map 048, Parcel 051.01 as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)
Hamblen County, TN, Deed Book 1574 Page 57, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as Colgate-Palmolive Project Leo
(Name of Plan/Development)

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

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

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

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

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

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

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

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

WITNESS the following signatures and seals:

Colgate Palmolive Company
Company/Corporation/Partnership Name (Seal)

By: Dariusz Jurczak

Dariusz Jurczak
(Type Name)

Director of Operations
(Type Title)

State of Tennessee

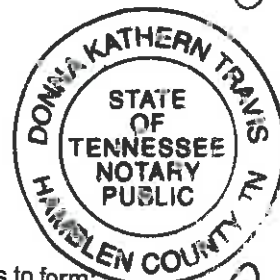
County of Hamblen

The foregoing Agreement was acknowledged before me this 2nd day of May, 2016,

by Donna Kathryn Travis

Donna Kathryn Travis
Notary Public

My Commission Expires 10/1/2019



Approved as to form:

Brian C. Jones 5-10-16
City Attorney Date



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: May 12, 2016

The following Board/Commission Member's terms will expire on June 1, 2016.
This is a City council appointment, or re-appointment, scheduled for the May 17,
2016, City Council meeting.

Parks & Recreation Advisory Board

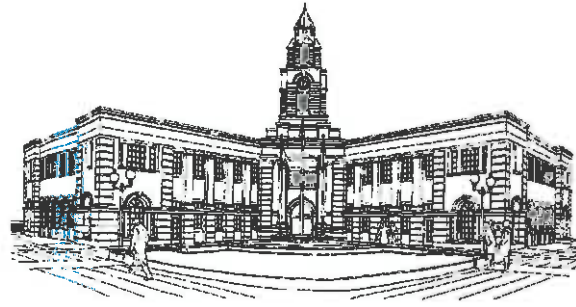
Terms Expiring: Bill Hooks
Randall Jolley
Ed Sempkowski

These appointments are for three (3) year terms that will expire on June 1, 2019.

The above listed members have been contacted and are willing to serve another term.

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

TO: Mayor and Council

FR: Roger Overholt, Chief of Police *RO Overholt*

DATE: May 12, 2016

RE: Request Surplus (Retirement) of K-9 Mako

I am requesting to surplus K-9 Mako due to age and health restrictions. The animal is currently 9 years old and can no longer be utilized for patrol duties. This K-9 has already been replaced.

Former K-9 handler Detective Pete Shockley has requested that the animal be transferred to him. This has historically been done with our K-9s after retirement.

2016 Community Appearance Index

- Conducted annually by Keep Morristown Hamblen Beautiful
- Each Hamblen County district has ten specific sub-areas which are evaluated
- Teams of four volunteers rate each sub-area by litter concentration from 1 (pristine) to 4 (needs major effort to clean up)
- Volunteers this year included many County Commissioners looking at their own districts
- Rating is based *strictly* on litter, but other conditions are noted for reporting to the appropriate inspections, codes, and stormwater authorities: Dilapidated buildings, junked cars, old tires, standing water, illicit discharges and drainage issues
- Same areas are evaluated for several years to ensure consistency
- Areas evaluated are a small sampling of Hamblen County
- Selected areas include a mixture of residential, commercial and industrial sites
- Maps showing exact locations and detailed reports of all sub-areas evaluated will be provided to each City/County representative for their respective wards/districts
- Areas noted in need of clean up will be the first areas targeted by community volunteers and organized groups
- Maps will be updated and improved this summer as some consistently high scoring areas are replaced with new challenging areas to review
- Consistency in rating has been a challenge - additional training will be provided to all volunteers
- Questions and comments can be addressed to KMHB board of directors and staff at kab@musfiber.com
- Keep Morristown Hamblen Beautiful encourages your participation and very much appreciates your support!!

Community Appearance Survey Comparison

Key: 1 = pristine 2 = slight litter 3 = quite littered 4 = heavily littered

	Average score 2013	Average score 2014	Average score 2015	Average score 2016	Selected rater comments 2016	Average 4 year score
Hamblen County						
Overall Score	1.56	1.57	1.41	1.77		1.58
District 1	1.45	2.43	1.78	1.82	4th St, Apts on 5th St, 7th & Henry, vacant lot trash	1.87
District 2	1.85	1.06	1.63	2.35	Morelock, Meadowview Ln., Lloyd, Sherwood, King, 6th, 4th	1.72
District 3	1.3	1.88	1.43	1.58	No rater comments	1.55
District 4	1.33	3.18	1.24	1.88	Roadside litter, tires on Joe Hall	1.9
District 5	2.55	1.68	1.48	1.28	Some litter, could be windblown from cans	1.74
District 6	1.94	1.3	1.53	1.79	Slight litter roadsides, tires on Tom Treece, raters impressed	1.64
District 7	1.38	1.2	1.18	1.43	littered, back roads where people ride around	1.29
District 8	1.62	1.25	1.48	2.28	Litter in roadsides, some tires, some dilapidated houses	1.66
District 9	1.11	1.21	1.07	1.56	5 sub areas could be included in Great American Cleanup	1.24
District 10	1.9	1.41	1.1	2.25	Tires, cans, ditch trash, dumping sites	1.67
District 11	1.05	1.15	1.1	1.3	No rater comments	1.15
District 12	1.38	1.04	2.2	1.83	Murrell Rd, Panther Creek apts, Collinson Ford, Commerce	1.61
District 13	1.1	1.25	1.25	1.45	No rater comments	1.26
District 14	1.95	2	1.3	2	Litter in woods/ditches Gregg/ Inman Bend/ Cameron Rd	1.81