

**AGENDA  
CITY OF MORRISTOWN, TENNESSEE  
CITY COUNCIL MEETING  
MAY 3, 2016 – 5:00 P.M.**

**1. CALL TO ORDER**

Mayor Gary Chesney

**2. INVOCATION**

Tom Miles, Chaplain Morristown Police Department

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

**5. APPROVAL OF MINUTES**

1. April 19, 2016

**6. PROCLAMATIONS/PRESENTATIONS**

1. Recognition of Boys and Girls Club Young Men & Young Women of Distinction
2. Presentation of check for Project Graduation.
3. Retirement proclamation for Carl Brewer, Parks & Recreation Department.

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

**8. OLD BUSINESS**

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

1. Public Hearing on the adoption of a Plan of Services for:
  - a. Resolution No. \_\_\_\_\_  
A Resolution adopting a Plan of Services for the Annexation of Property located along North Bellwood Road in the Urban Growth Boundary.

2. 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).]
3. 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 (IB).]
4. 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.]

9. **NEW BUSINESS**

9-a. **Resolutions**

1. Resolution No. \_\_\_\_\_  
A Resolution of the City of Morristown, Tennessee, Amending the Contract between the City of Morristown and Norfolk Southern Corporation.

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

1. Ordinance No. \_\_\_\_\_  
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.  
**{Public Hearing May 17, 2016}**
2. Ordinance No. \_\_\_\_\_  
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.  
**{Public Hearing May 17, 2016}**

3. Ordinance No. \_\_\_\_\_  
An Ordinance of the City Council of Morristown, Tennessee, to Amend Title 9,  
Chapter 16 (Cable Television) of the Morristown Municipal Code.  
**{Public Hearing May 17, 2016}**

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

1. Approval of 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.
2. Approval of Increase to Purchase Order for Shield Engineering, Inc., in the amount of \$19,467.75 for remediation of Commerce sinkhole.
3. Approval of Request for Proposal – for Financial and Compliance City Audit Services.
4. Approval of Settlement Agreement with International Fidelity Insurance Company, (Lochmere Performance Bond's).

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

1. Mayor's appointment to the Morristown Regional Planning Commission to fill the remaining term of Teresa Trent, term expiring March 1, 2020.

**9-e. New Issues**

**10. CITY ADMINISTRATOR'S REPORT**

1. CDBG Action Plan

**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 16, 2016	(Mon) 9:00 a.m.	City Administrator Budget Presentation to Council Foundation Room, Walters State
May 17, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
May 17, 2016	(Tues) 5:00 p.m.	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

**WORK SESSION AGENDA**  
**MAY 3, 2016**  
**5:00 p.m.**

**1. Employee Handbook.**

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
APRIL 19, 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, April 19, 2016, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis, Ken Smith and Tommy Pedigo.

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

Councilmember Senter made a motion to approve the April 5, 2016, minutes as circulated. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve Resolution 03-16. Councilmember Bivens seconded the motion and upon roll call; all voted: "aye".

**RESOLUTION NO. 03-16  
A RESOLUTION AUTHORIZING THE ALLOCATION AND  
DISBURSEMENT TO PROJECT GRADUATION, A NON-PROFIT  
ORGANIZATION, OF FUNDS IN THE CITY OF MORRISTOWN'S  
2015/2016 FISCAL YEAR BUDGET.**

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

WHEREAS, as a part of the city of Morristown's 2015/2016 fiscal year budget One Thousand Dollars (\$1,000) has been allocated to be disbursed to Project Graduation; and

WHEREAS, the City of Morristown in accordance with Tennessee Code Annotated 6-54-111 does hereby pass this Resolution authorizing this disbursement to this non-profit organization of the funds appropriated for their use and benefit; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morristown, Tennessee, meeting in regular session on this the 19<sup>th</sup> day of April, 2016, with a lawful quorum of said Council being present and with a majority of said Council voting in the affirmative as follows:

- That One Thousand Dollars (\$1,000) be added and appropriated by the City of Morristown Council in its amended 2015/2016 fiscal year budget be used by the non-profit organization Project Graduation.

This Resolution shall be effective from and after its adoption.

Passed this the 19<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR

Councilmember Senter made a motion to approve Resolution 04-16.  
Councilmember Alvis seconded the motion and upon roll call; all voted: "aye".

**RESOLUTION NO. 04-16**

**A RESOLUTION TO AUTHORIZE THE SUBMISSION OF A LOCAL  
PARKS AND RECREATION FUND (LPRF) GRANT APPLICATION FOR  
IMPROVEMENTS AT CIVIC, FRED MILLER, HILLCREST, PARKS  
AND POPKIN FIELD**

**WHEREAS**, the well-being of the citizens of the City of Morristown is of the greatest importance; and;

**WHEREAS**, all efforts shall be made to provide a safe, healthy play area for the citizens of the City of Morristown and surrounding areas;

**WHEREAS**, improvements to Civic Hillcrest, Fred Miller Parks and Popkin Field are needed in order to enhance the lives of citizens through exceptional parks and recreation facilities;

**WHEREAS**, the State of Tennessee offers grants to local communities to finance recreational improvements through its LPRF program;

**WHEREAS**, the City of Morristown must submit a formal application in order to be eligible for funding through the LPRF program, said application to request funding for City Park improvements.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Morristown, the following:

Section 1: That the City of Morristown is hereby authorized to submit application for a 2016 LPRF grant not to exceed \$ 1,000,000.

Section 2: That the City of Morristown is hereby authorized to provide a matching sum to serve as a match for any monies provided by this grant, up to \$ 500,000 to be provided by an appropriation in the general fund budget.

Section 3: That the City of Morristown owns the proposed location and acknowledges the Notice of Limitation of Use to be placed upon the land so that it will only be used for public recreation;

Section 4: that the City of Morristown acknowledges the project must be completed within 2 years if the contract is awarded.

This Resolution shall be effective from and after its adoption.

Passed this the 19<sup>th</sup> day of April, 2016.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR

Councilmember Pedigo made a motion to approve Resolution No. 05-16. Councilmember Smith seconded the motion and upon roll call; all voted: "aye".

**RESOLUTION NO. 05-16**

**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 between the City of Morristown and Norfolk Southern Corporation is hereby amended as follows:

Whereas, as previously listed for closure, the Bellwood Road crossing, DOT #731374Y, shall hereby remain open and will be removed from the closure list.



Whereas, the Howell Road crossing, DOT #731376M, shall be closed by Norfolk Southern Corporation.

Whereas, the Jim Senter Way crossing will be added to the list for signal improvements, said improvements to be funded by Tennessee Department of Transportation.

Whereas, the Stockyard Supply crossing, DOT #731363L, shall be closed by Norfolk Southern Corporation. As said crossing is located on private property, no participation is required by the City, however the City will provide the property owner's contact information to Norfolk Southern Corporation.

Whereas, no monetary amount shall be exchanged between the City or Norfolk Southern Corporation.

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 amendments to the contract between the City of Morristown and Norfolk Southern Corporation are hereby approved and ratified by the City Council for the City of Morristown, Tennessee.

Passed this the 19<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR

Councilmember Smith made a motion to approve Ordinance No. 3546 on first reading and schedule a public hearing relative to final passage of said ordinance for May 3, 2016. Councilmember Pedigo 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).}**

Councilmember Garrett made a motion to approve Ordinance No. 3547 on first reading and schedule a public hearing relative to final passage of said ordinance for May 3, 2016. 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)}.**

Councilmember Smith made a motion to approve Ordinance No. 3548 on first reading and schedule a public hearing relative to final passage of said ordinance for May 3, 2016. Councilmember Bivens 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 the contract between the City of Morristown, Tennessee and LeBel Commercial Realty, LLC, for Real Estate Agent/Broker Services. Councilmember Smith seconded the motion and upon roll call; all voted: "aye".

Councilmember Pedigo made a motion to approve the Request for Proposal – for Brokerage/Consulting Services for Group Insurance & Voluntary Insurance Benefits. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the purchase of an Explosive Ordnance Device (EOD) Bomb Suit for the Morristown Police Department from MED-ENG LLC, in the amount of \$26,392.00. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the re-appointment of Robert Russell, Jim Clark and Joseph Wigington to the Construction Board of Adjustments, Appeals, and Examiners for a three (3) year term to expire on May 1, 2019. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the re-appointment of Robert Russell to the Hamblen County Board of Equalization for a two (2) year term to expire May 1, 2018. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to appoint Dr. Ian O'Connor to the Morristown-Hamblen Humane Society Board of Directors to fill the remaining term of Maxine Craig. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Mayor Chesney adjourned the April 19, 2016, City Council meeting at 5:42 p.m.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR



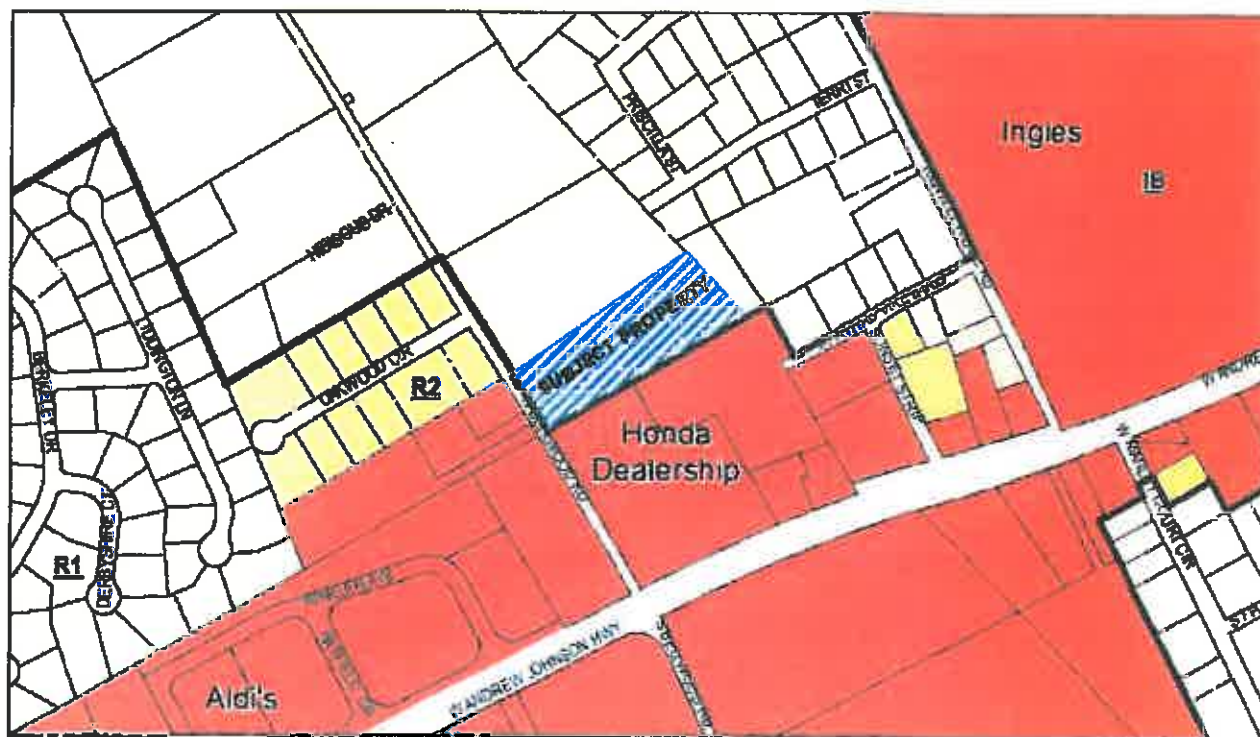
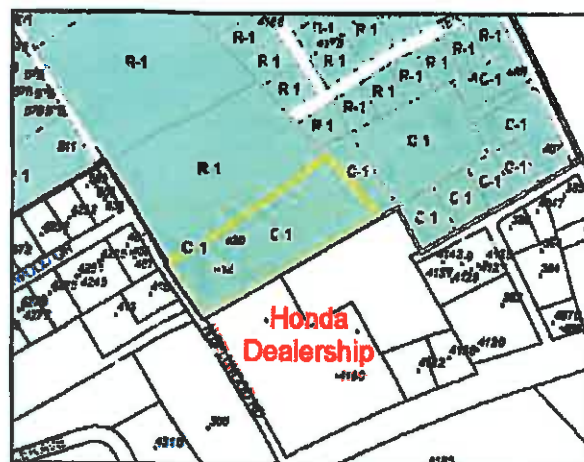
Department of Community Development  
100 West 1<sup>st</sup> North Street  
Morristown, TN 37814  
(423)585-4620

TO: City Council  
FROM: Lori Matthews, Senior Planner  
DATE: April 19th, 2016  
SUBJECT: Annexation Request

A request for annexation into the corporate limits of Morristown has been received from Mr. Phillip Carlyle for his property located adjacent to North Bellwood Road in the Urban Growth Boundary.

The property, 3.5 acres in size, is now vacant with multi-family residential units being proposed for the site. Hamblen County has the site zoned for commercial development with properties adjacent to the east zoned likewise. (C-1) North of the site is currently vacant and zoned for residential development.

Due to the intended use of the property, the zoning designation, if approved, will be Medium Family Residential (R-2) which will provide a good transitional buffer between those commercial businesses along the south which include a Honda dealership and medical offices. Residential and vacant properties border the site to the north. Across N. Bellwood Road to the west is an automotive detailing shop and Oakwood Gardens subdivision which is a mixture of residential apartments and duplex units.







**RESOLUTION NO. \_\_\_\_\_**  
**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 3<sup>rd</sup> day of May, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR



**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).

Section I. WHEREAS, it now appears that the prosperity of the City and of the territory herein described shall be materially retarded and the safety and welfare of inhabitants and property owners thereof endangered if such territory is not annexed; and

Section II. WHEREAS, the annexation of such territory is deemed necessary for the welfare of the residents and property owners thereof and the City as a whole;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN;

(1) PURSUANT to the authority conferred by Section 6-15:102 of the Tennessee Code Annotated, there is hereby annexed to the City of Morristown, Tennessee, and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries:

That property having Hamblen County Tax Parcel ID # 040 03901000, containing 3.5 acres of land more or less, which is located on the eastern right-of-way line of North Bellwood Road approximately 340 feet north of the West Andrew Johnson Highway right-of-way;

And the above described being as a crosshatched parcel on the attached exhibit A:

(2) Medium Density Residential (R-2) zoning shall be applied to this property upon adoption of the annexation area.

(3) This Ordinance shall become operative thirty days after its passage or as otherwise provided for in Chapter 113, Public Acts of Tennessee, 1955.

(4) This Ordinance shall become effective from and after its final passage, the public welfare requiring it.

Passed on first reading this the 19<sup>th</sup> day of April, 2016.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR

Passed on second and final reading this the 3<sup>rd</sup> day of May, 2016.

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MAYOR

ATTEST:

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CITY ADMINISTRATOR

EXHIBIT A -





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

TO: Morristown City Council  
FROM: Logan Engle, Planner  
DATE: April 19, 2016  
SUBJECT: Rezoning – 1411 Cherokee Drive  
Hamblen County Tax Map 033D Group D Parcel 002.00  
R2 (Medium Density Residential) to LB (Local Business)

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### **BACKGROUND:**

A Rezoning request has been submitted by Norman Patterson for property located at 1411 Cherokee Drive. The property, roughly 1.27 acres in size, is currently zoned Medium Density Residential (R-2). The request is to rezone the entire parcel to Local Business (LB). The site has a commercial structure sitting on it, which was constructed in 1960. This tract of land is surrounded by R2 zoning districts on three sides of the tract and is bounded by Cherokee Drive to the north. The property located across from the subject property is zoned Local Business (LB).

The Local Business (LB) zoning classification states that the LB district "is a commercial infill and traditional neighborhood district" (Section 14-901). The applicant believes that the LB zoning designation will allow him greater opportunity to develop the parcel and utilize the existing structure for a commercial purpose.

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

### **RECOMMENDATION:**

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

### **PLANNING COMMISSION ACTION:**

The City of Morristown Regional Planning Commission, at their regular meeting on April 12, 2016, recommended that the rezoning request be forwarded to City Council for approval as submitted.





**ORDINANCE NO. 3547**

**ENTITLED 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).}

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-2 (Medium-Density Residential) to LB (Local Business).

**BEGINNING at a point on the northeastern corner of Parcel 033-D “D” 002.00 as shown on 2016 Hamblen County Tax Map and the southwestern boundary of Cherokee Drive right-of-way; thence in a southwesterly direction along the eastern boundary of said Parcel 033-D “D” 002.00 for a distance approximately three hundred sixty-eight (368) feet to a point on the southeastern corner of said Parcel 033-D “D” 002.00; thence northwestward for a distance of approximately one hundred and eighteen (118) feet to a point on the southwestern corner of said Parcel 033-D “D” 002.00; thence northeastward along a line from said point for a distance of approximately one hundred and fifty-four (154) feet to a northwest corner of said Parcel 033-D “D” 002.00; thence northwestward for a distance of approximately ninety-two (92) feet to a point on a northeastern corner of said Parcel 033-D “D” 002.00; thence in a northeasterly direction along the western boundary of said Parcel 033-D “D” 002.00 for a distance approximately two hundred and two (202) feet to a point on the northeastern corner of said Parcel 033-D “D” 002.00; thence in a southeasterly direction for a distance approximately one hundred and sixty-seven (167) 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 LB (Local 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 19<sup>TH</sup> DAY OF APRIL, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 3<sup>rd</sup> DAY OF MAY, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR





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

TO: Morristown City Council  
FROM: Logan Engle, Planner  
DATE: April 19, 2016  
SUBJECT: Rezoning – Brights Pike  
Hamblen County Tax Map 025 Parcel 046.00  
RP-1 (Planned Residential) to IB (Intermediate Business)

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### **BACKGROUND:**

A Rezoning request has been submitted by Phillip Carlyle for property located on Brights Pike. The property, approximately 2.28 acres, is currently zoned Planned Residential (RP-1). The request is to rezone the entire parcel to Intermediate Business (IB). The site is currently vacant. This tract of land is surrounded by R-1 zoning districts to the west and commercially zoned property to the east and northeast (both Local Business and Intermediate Business zoning districts).

The Intermediate Business (IB) zoning classification states that the IB district "is for more intensive commercial activities" (Section 14-1001). The applicant intends to construct mini-storage rental warehouse units, which are permitted in the IB zone (Section 14-1002).

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

### **RECOMMENDATION:**

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

### **PLANNING COMMISSION ACTION:**

The City of Morristown Regional Planning Commission, at their regular meeting on April 12, 2016, recommended that the rezoning request be forwarded to City Council for approval as submitted.





**ORDINANCE NO. 3548**

**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 2.28 acres being part of Hamblen County Tax Parcels 025 04600, located along the northern rights-of-way of Brights Pike.}

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 RP-1 (Planned Residential) to IB (Intermediate Business).

**BEGINNING at a point on the southeastern corner of Parcel 025 046.00 as shown on 2016 Hamblen County Tax Map and the northern boundary of Brights Pike right-of-way; thence in a southwesterly direction along the southeastern boundary of said Parcel 025 046.00 for a distance approximately one hundred eighty-one (181) feet to a point on the southwestern corner of said Parcel 025 046.00; thence northwestward for a distance of approximately one hundred and thirty-four (134) feet to a point on the corner of said Parcel 025 046.00; thence southwestward along a line from said point for a distance of approximately seventy-eight (78) feet to a point on the corner of said Parcel 025 046.00; thence northwestward for a distance of approximately three hundred and seventy-one (371) feet to a point on a corner of said Parcel 025 046.00; thence in a northeasterly direction along the northern boundary of said Parcel 025 046.00 for a distance approximately eighty-eight (88) feet to a point on the northeastern corner of said Parcel 025 046.00; thence in a southeasterly direction for a distance approximately three hundred and fifty-five (355) feet to a point on the corner of said parcel; thence southwestward for a distance of approximately eighty-nine (89) feet to a point on the corner of said Parcel 025 04600; thence southeastward for a distance of approximately one hundred and fifty-eight (158) 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 19<sup>TH</sup> DAY OF APRIL, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 3<sup>RD</sup> DAY OF MAY, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR

**RESOLUTION NO. \_\_\_\_\_  
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 3<sup>rd</sup> day of May, 2016.

\_\_\_\_\_  
MAYOR

ATTEST

\_\_\_\_\_  
CITY ADMINISTRATOR

**ORDINANCE NO. \_\_\_\_\_  
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 3<sup>RD</sup> DAY OF MAY, 2016.

\_\_\_\_\_  
MAYOR

ATTEST

\_\_\_\_\_  
CITY ADMINISTRATOR

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

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR



**ORDINANCE NO. \_\_\_\_\_  
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 3<sup>RD</sup> DAY OF MAY, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR

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

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR

**ORDINANCE NO. \_\_\_\_\_  
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 3<sup>RD</sup> DAY OF MAY, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR

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

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR

# **Contract for Brokerage/Consulting Services Between The City of Morristown and Mark III Brokerage, Inc.**

THIS AGREEMENT made the 20<sup>th</sup> of April, 2016 between The City of Morristown whose business is at 100 West First North Street Morristown, TN. 37814 and Mark III Brokerage, Inc., whose business address is 114 East Unaka Avenue Johnson City, TN. 37601.

The City of Morristown has agreed to contract with Mark III Brokerage, an employee benefits brokerage/consulting firm effective April 20, 2016 to June 30, 2019. Thereafter, the City reserves the right, at its sole option, to extend the term of the services for additional three-year term(s), or seek new proposals as it deems appropriate.

## **Responsibilities of Mark III:**

1. Mark III will act as the broker for all of the employee benefits programs implemented for the City of Morristown.
2. Mark III's responsibilities include:

### **Plan Marketing and Evaluation Services**

#### **A. Specification Preparation**

With the guidance and assistance from the City, Mark III will prepare specifications that give the carriers/vendors an accurate assessment of your existing health insurance; including census, claims activity, current plan design, and requested plan designs. The specifications outline your concerns and goals.

#### **B. Marketing the Specifications**

Mark III will contact the qualified carriers and vendors to determine their interests in evaluating your medical plan. Carriers/vendors that express an interest are sent the specifications to obtain a response. Mark III is responsible for gathering the responses from the qualified carriers/vendors.

#### **C. Evaluate the Responses**

Once all proposals are received, the City and Mark III will narrow down the most competitive carriers/vendors based on, but not limited to, the following criteria:



1. Outstanding service, including but not limited to, strong client service support, home office underwriting, contracts and legal service departments, claims processing, and related customer service.
2. Networks, which provide excellent access to hospitals and physicians in the locations where employees reside. Carriers/vendors will complete a Provider Access Report (Geo-Access Report) using criteria designated which will provide complete coverage for your employees.
3. Competitive Plan Designs.
4. Competitive rates or fee structure.
5. Future stability of rates/fees.
6. Providing comprehensive experience reports to the client so that an evaluation can be made relative the plan performance.
7. Carrier flexibility when plan design changes are necessary to meet the needs of the employees and the employer.
8. Provides quality ongoing service and a service team that is dedicated to solving problems that arise during the plan year.

Mark III will provide a comprehensive evaluation, giving a side-by-side comparison of each vendor's offer.

The finalists are given the opportunity to make presentations to the City. This gives the staff the chance to ask questions and evaluate the carriers based on their responses. We have taken a long-term approach when creating a relationship with the employer and your satisfaction with the programs that are implemented will always be imperative.

During the plan year we will track the claims to look for trends and monitor the service level of the vendor. Prior to the City receiving the renewal from the carrier/vendor, Mark III will evaluate the initial the experience and develop our own renewal, separate of the carrier/vendor. Once Mark III has completed our initial evaluation, we will meet with the City to discuss our initial assessment.

At the renewal meeting, we will compare our estimates against the carrier/vendor's using the following criteria:

1. Claims activity.
2. Competitiveness of the carrier's reserving philosophy. This will be determined by comparing their assumptions to industry norms.
3. Competitiveness of the carrier's retention. This will be determined by comparing their costs to industry norms.
4. Changes in the demographic composition of the client and how that has changed over time. How these demographics (manual rate) impact the renewal.
5. How competitive/aggressive the carrier is when weighing the manual rate vs. the experience rate or vice versa.
6. Industry trending factors.

Based on the initial results of our meeting and how satisfied the City/Mark III is with the renewal, will determine the next step. If the renewal is competitive and there is not a significant financial or benefit change that is required, no action would be taken. If the response from the carrier/vendor were uncompetitive, then further negotiation would take place. If a satisfactory response from the carrier/vendor does not occur, then Mark III would market the plan in question to see if a more competitive offer can be attained from other qualified vendors.

At the City's request, Mark III will provide budget projections throughout the plan year, to help the City plan for financial considerations.

Mark III will provide a representative to present health insurance plan performance information to the City on quarterly or as-needed basis.

- D. Mark III will also provide broker/consulting services on the Group Dental, Vision, Life, AD&D, Dependent Life and Long-Term Disability, as well as all Voluntary Benefits offered by the City.
- E. Mark III will also provide an employee benefits web site. The web site will include the following:
  1. Medical Insurance Program.
  2. Dental Insurance Program.
  3. Term Life Insurance Program.

4. Vision Insurance Program.
5. Voluntary Benefits.
6. Wellness Information.
7. Forms available online for the employees to download.

- F. If the enrollment data is available from the customer in an electronic file format, Mark III will provide an electronic enrollment for the appropriate benefits for included in the plan. The elections collected will be:

Medical Coverage  
Dental Coverage  
Group Life Coverage  
Vision Coverage  
Disability Coverage  
Various Payroll Deduction Elections

- G. If an electronic enrollment is conducted, Mark III will return the enrollment results back to the employer in Excel, which can be downloaded in to your payroll system. This is not a requirement, but it is available if you wish to take advantage of the system.
- H. Mark III will also provide the communication for the benefits offered. The communication will be handled in two phases;
1. Group Meetings - At the group meetings, the employees are given information concerning all of the benefits. To review all of the benefits, the meeting will last approximately thirty minutes. The amount of content communicated during the group presentation is up to the employer.
  2. Individual Meetings - The employees are given time to meet with an enroller on a one-on-one basis. These meetings will be held at specific times and at the work locations. At this time, questions may be asked and forms completed. A copy of the election form is given to the employee as a confirmation.
- I. Salaried Enrollment Team - All of the enrollers used by Mark III are salaried employees of Mark III.
- J. Mark III will produce benefit booklets for all of your employees. The information is in a concise and informative format. The brochure will give your employees all of their benefits information in one document.

- K. Mark III will provide full time service personnel to answer questions that your employees and staff might have. Our service staff's core responsibility is only to address the needs of our customer. They are not responsible for marketing. We are advocates for the employer and its employees, not the insurance company.

Responsibilities of the City of Morristown (known as the employer):

1. The City of Morristown agrees to support Mark III's efforts to collect information necessary to bid the various employee benefits programs. This information would include census and payroll information.
2. The City of Morristown agrees to support Mark III's efforts to communicate the employee benefits by making the employees available during working hours.
3. The City of Morristown agrees to take and remit the payroll deductions for the various firms involved in the employee benefits programs.
4. The City of Morristown will not take payroll deductions for insurance products that compete with any new employee benefits offered through Mark III.
5. The City of Morristown will discourage vendors who solicit insurance products that compete with the employee benefits programs from contacting employees during normal work hours at the worksite.

Cost:

Mark III will provide the consulting services on the Group Medical, Dental and Vision Plans for **\$30,000 per year or \$2,500 per month.**

Mark III will receive the standard rate of commission (10%) that is already built into the premiums on the Basic Life, AD&D, Dependent Life and Long-Term Disability Plans.

Mark III will also receive commission that is built into the premiums on the voluntary benefits that are offered through payroll deduction.

The City of Morristown

Mark III Brokerage, Inc.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**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 PAPERS

Purchase Order # **16001051-02**

*Retain this purchase order for proof of tax exemption.*

**Tax Exempt #62-6000369**

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SHIELD ENGINEERING INC  
4301 TAGGART CREEK ROAD  
  
CHARLOTTE, NC 28208

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

Vendor Phone Number		Vendor Fax Number		Requisition Number 16001194		Delivery Reference/Contact CASEY CUMMINGS			
Date Ordered 10/15/15		Vendor Number 006114		Date Required		Interoffice Delivery		Department/Location MOWING	
Item#	Description/Part No.			Qty/Unit	Cost Each		Extended Price		
001	PERFORMING SINKHOLE INVESTIGATION AND PROVIDING REPAIR RECOMMENDATIONS FOR SINKHOLE			1.00 EACH	38717.75000		38,717.75		
	ORIGINAL PO - \$19,250.00 43293-952-1604			38,717.75					
					PO Total		38,717.75		

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

Authorized Signature

[Return to Agenda](#)

Date



## Morristown City Council Agenda Item Summary

**Date:** April 28, 2016

**Agenda Item:** Approval of Request for Proposal – Financial and Compliance Audit

**Prepared by:** Joey Barnard

**Subject:** Financial and Compliance Audit

**Background/History:** The City of Morristown continues to evaluate its contracted services. Due to the fact that the financial and compliance audit had not been solicited for several years, it was determined that seeking requests for proposals was in the City's best interest. The selection criteria was established to ensure that all interested parties would be able to submit and be objectively evaluated based on their submittal. The proposals were evaluated independently. The scores were then combined to determine the firm that would be recommended to City Council for approval.

**Findings/Current Activity:** The Request for Proposal was advertised in the *Citizen Tribune* on February 24, 2016 and on March 2, 2016. Additionally, the Request for Proposal was posted to the City of Morristown's website and through Vendor Registry, an on-line facilitation website. The Request for Proposals was remitted directly to audit firms that had expressed interest in providing financial and compliance audit services. The submission deadline was 4:00 PM on Friday, March 18, 2016. We received five (5) responses.

**Financial Impact:** This expenditure was planned and appropriated in the 15-16 budget and the firm that is being recommended is within appropriated amounts. The City of Morristown expended \$45,000 for audit and compliance services for the fiscal year ended June 30, 2015. However, it is important to note that the financial and audit services were sought under a request for proposal. In compliance with *Tennessee Code Annotated*, a professional service of high ethical standards, must NOT be based on competitive solicitations, but must be awarded on the basis of recognized competence and integrity. The selection criteria was prepared to ensure that these attributes were the basis of the recommendation of the firm to City Council for approval. Clearly, all audit firms that submitted exemplify integrity. Financial and compliance audits in the public sector are unique and require specialized training. Therefore, the selection criteria of firm experience, training, and public sector experience are extremely important. As it relates to public sector financial audits, experience with Government Finance Officers Association of the United States and Canada (GFOA) Certificate of Achievement for Excellence in Financial Reporting Program was considered important. The firm that is being recommended has numerous clients that participate in this program. Additionally, it is the City of Morristown's goal to ensure that financial statements can be prepared for its taxpayers in a timely manner.

**Action options/Recommendations:** It is staffs' recommendation to approve Brown, Edwards & Company, L.L.P to provide audit services for fiscal years ending June 30, 2016, June 30, 2017, and June 30, 2018.

**Attachments:** Summary of Costs of the Request for Proposals.

**CITY OF MORRISTOWN, TENNESSEE**  
**FINANCE DEPARTMENT**  
**RFP: AUDIT SERVICES**  
**SUMMARY OF PROPOSED COSTS**

Firm	Financial Audit				Single Audit			
	2016	2017	2018	Total	2016	2017	2018	Total
Craine, Thompson, & Jones	34,000	34,000	35,000	103,000	8,000	8,000	8,500	24,500
Brown Edwards	39,550	41,550	43,600	124,700	3,250	3,400	3,550	10,200
Coulter & Justus	43,500	44,500	45,800	133,800	4,000	4,100	4,200	12,300
Rodefer Moss & Co	50,000	50,000	50,000	150,000	2,500	2,500	2,500	7,500
Blackburn, Childress, & Steagall, PLC	47,500	48,800	50,200	146,500	7,000	7,000	7,000	21,000

**NOTE:**  
This is per major program. The City of Morristown had one major program in prior year.



**CITY OF MORRISTOWN, TENNESSEE**  
**FINANCE DEPARTMENT**  
**RFP: AUDIT SERVICES**  
**SUMMARY OF PROPOSED COSTS**

Firm	Alt #1				Total Financial and Single Audit			
	2016	2017	2018	Total	2016	2017	2018	Total
Craine, Thompson, & Jones	3,000	3,000	3,500	9,500	42,000	42,000	43,500	127,500
Brown Edwards	3,200	3,350	3,500	10,050	42,800	44,950	47,150	134,900
Coulter & Justus	3,000	3,000	3,000	9,000	47,500	48,600	50,000	146,100
Rodefer Moss & Co	10,000	10,000	10,000	30,000	52,500	52,500	52,500	157,500
Blackburn, Childress, & Steagall, PLC	8,000	8,200	8,400	24,600	54,500	55,800	57,200	167,500

**CITY OF MORRISTOWN, TENNESSEE**  
**FINANCE DEPARTMENT**  
**RPF: AUDIT SERVICES**  
**SUMMARY OF PROPOSED COSTS**

Firm	TOTAL			
	2016	2017	2018	Total
Craine, Thompson, & Jones	45,000	45,000	47,000	137,000
Brown Edwards	46,000	48,300	50,650	144,950
Coulter & Justus	50,500	51,600	53,000	155,100
Rodefer Moss & Co	62,500	62,500	62,500	187,500
Blackburn, Childress, & Steagall, PLC	62,500	64,000	65,600	192,100

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the "Agreement") is made and entered into by and between International Fidelity Insurance Company ("International") and the City of Morristown, Tennessee (the "City").

### **Recitals**

**WHEREAS**, Lochmere Development, Inc. ("Lochmere") constructed a development known as Lochmere Subdivision in Morristown, Tennessee (the "Subdivision"); and

**WHEREAS**, International issued Performance Bond 0375379, Performance Bond 0375380, Performance Bond 0375381, and Performance Bond 0375382 (collectively, with all executed Riders thereto, the "Bonds") on behalf of Lochmere in relation to certain improvements, including asphalt repair, sidewalk construction, sewer line work, and curb and gutter repairs, encompassed in Phase I, Phase II, Phase III, and Phase IV of the Lochmere Subdivision (collectively, the "Improvements"); and

**WHEREAS**, the aggregate penal sum of the Bonds currently equals \$317,550; and

**WHEREAS**, the City alleges that Lochmere failed to complete certain portions of the Improvements; and

**WHEREAS**, the City asserted claims against International under the Bonds in excess of the Bonds' aggregate penal sum (the "Bond Claims"); and

**WHEREAS**, the City initiated a lawsuit against International, Lochmere, and Adren Greene in the Chancery Court for Hamblen County, Tennessee (the "Lawsuit"); and

**WHEREAS**, as set forth more fully below, International and the City have agreed to fully settle and compromise any and all claims between them, including, but not limited to, any claims in connection with or in any way relating to the Subdivision, the Bonds, the Improvements, and the Lawsuit.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, International and the City agree as follows:

1. **Settlement Payment:** Conditioned upon the City's delivery of an executed copy of this Agreement, International agrees to tender payment to the City in the amount of \$270,000.00 (the "Settlement Payment") and the City agrees to accept the Settlement Payment in full and final settlement of any and all of the City's claims against International, Lochmere, and Adren Greene arising out of or relating in any way to the Subdivision, the Bonds, the Improvements, or the Lawsuit, whether known or unknown.

2. **Release by the City:** Conditioned upon its receipt of the Settlement Payment, the City, on its own behalf, and on behalf of its agents, servants, employees, insurers, reinsurers, successors, affiliates, and assigns, hereby releases, acquits, exonerates, and forever discharges International, Lochmere, and Adren Greene and their respective agents, servants, employees, insurers, reinsurers, successors, affiliates, and assigns, from and against any and all actions, causes of action, claims and demands, for any and all damages, losses and or injuries that the City may possess against them arising out of or relating in any way to the Subdivision, the Bonds, the Improvements, or the Lawsuit, whether known or unknown.
3. **Release by International:** Conditioned upon the City's release as contemplated in Paragraph 2, International, on its own behalf, and on behalf of its agents, servants, employees, insurers, reinsurers, successors, affiliates, and assigns, hereby releases, acquits, exonerates, and forever discharges the City and its respective agents, servants, employees, insurers, reinsurers, successors, affiliates, and assigns, from and against any and all actions, causes of action, claims and demands, for any and all damages, losses and or injuries that International may possess against the City arising out of or relating in any way to the Subdivision, the Bonds, the Improvements, or the Lawsuit, whether known or unknown. International expressly reserves any and all actions, causes of action, claims, demands, rights, remedies, and defenses, of whatsoever type or nature against Lochmere, Adren Greene, and Pamela Greene.
4. **Dismissal of the Lawsuit:** Conditioned upon the City's receipt of the Settlement Payment, International and the City, through their counsel of record in the Lawsuit, shall file a Joint Motion for Dismissal in the Lawsuit, through which International and the City will request the dismissal of the City's claims against International, Lochmere, and Adren Greene with prejudice.
5. **Compromise and Settlement:** International and the City agree that this Settlement Agreement is a result of a compromise and settlement, and that no party's act of entering into this Agreement is to be considered an admission on the part of any party.
6. **Severability of Provisions of this Agreement:** The enforceability or invalidity of any provision of this Settlement Agreement shall not affect the enforceability or the validity of any other provision herein, and the invalidity or enforceability of any provision of this Settlement Agreement as to any person, entity, or circumstance shall not affect the enforceability or validity as such provision as it may apply to other persons, entities, or circumstances.
7. **Authority of Signatories:** Each of the undersigned persons executing this Agreement on behalf of International and the City represents and warrants that (a) he or she is fully empowered and duly authorized to execute and deliver this Agreement, (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement, and (c) this Agreement is the legal, valid, and binding obligation of International and the City.

8. **Counterparts:** This Agreement may be executed by International and the City independently in any number of counterparts, all of which together will constitute but one and the same instrument, which is valid and effective as if all parties had executed the same counterpart. Furthermore, the parties agree (a) that this Agreement may be transmitted between them by facsimile machine or electronic mail, (b) that this Agreement may be executed by facsimile or scan and electronically mailed signatures, and (c) that facsimile or scan and electronically mailed signature shall have the effect of an original signature relative to this Settlement Agreement.
9. **Governing Law:** This Agreement, and any rights, remedies, or obligations provided for hereunder shall be interpreted and enforced in accordance with the laws of the State of Tennessee.

**INTERNATIONAL FIDELITY INSURANCE  
COMPANY**

---

By: Kyle Murphy

**THE CITY OF MORRISTOWN, TENNESSEE**

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By:



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**From the Desk of**

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

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**TO:** Mayor and City Council

**RE:** MAYOR'S APPOINTMENT TO FILL THE REMAINING TERM ON  
PLANNING COMMISSION.

**DATE:** April 29, 2016

Ms. Teresa Trent, resident of the Urban Growth Boundary area, has resigned her position on the Morristown Planning Commission.

The Mayor will make an appointment at the May 3, 2016, City Council meeting. The nominee will serve the remainder of Ms. Trent's term expiring on March 1, 2020.





800.676.5328  
221 S Rutgers Ave  
PO Box 365  
Oak Ridge, TN 37831  
[www.ornlfcu.com](http://www.ornlfcu.com)

April 25, 2016

To: City of Morristown Planning Commission  
Mayor Gary Chesney

Mayor Chesney,

Thank you for the opportunity to have served this short time on the Planning Commission. It is with regret that I submit my resignation from the Planning Commission. I have encounter work conflicts that have made it difficult to continue with the duties of commissioner. I am confident that you will find someone to fill my position quickly.

Thank you for your understanding,

A handwritten signature in black ink, appearing to read 'Teresa Trent', written over the typed name.

Teresa Trent

## **2016-13<sup>th</sup> Plan Year-Community Development Block Grant Action Plan - Proposed Activities Summaries 7-1-16 to 6-30-17**

The Consolidated Plan for Housing and Community Development is a requirement of the 1990 National Affordable Housing Act and the Community Development Plan, for the U.S. Department of Housing and Urban Development (HUD). A local Consolidated Plan is required of Entitlement Communities receiving Community Development Block Grant (CDBG) Funds under HUD's housing and service programs related to the needs of low to moderate income persons. The City of Morristown's third five year Consolidated Plan was developed in 2014.

Each year Entitlement Communities, as designated by HUD, must submit an Annual Action Plan to HUD at least 45 days prior to the beginning of the new fiscal year. The Citizen's Participation Plan assures that citizens have adequate time to review and comment upon funding proposals within the Action Plan. Any information received during the comment periods or the public hearings will be attached to the Action plan prior to submittal to HUD.

The Annual Action Plan is a document that describes the City of Morristown's HUD funded projects and community development related activities that are planned to be conducted within the community in the upcoming fiscal year. These activities must be consistent with the City's 5 year Consolidated Plan. Each year the CDBG program and the proposed allocation of funds are presented during public meetings to allow community members input prior to completion, approval, and submission of the Action Plan.

The initial Public Hearings to solicit input regarding community needs for this Action Plan were held on Jan 22, 2016 and Jan 29, 2016. A draft of the proposed Action Plan was made available to the public April 7, 2016. Two Public hearings were held to solicit comments on the draft Action Plan. The first was on April 8, 2016 and the final public hearing for City Council to review the Action Plan will be held on May 3, 2016. A final comment period will be allowed prior to final submission. All comments to date have been requests for funding.

All programs funded by the City of Morristown with CDBG entitlement funds will be in accordance with HUD regulations. The City of Morristown's FY 2016 funding represents the 13th year of receiving entitlement grant funds. The amount of funding for FY 2015 is \$242,072.

The current draft Action Plan for 2015 proposes the following funding;	
Homeowner rehab/Emergency Assistance	\$ 90,000.00
Parks and Recreation	\$ 19,328.80
Rose Center (HVAC)	\$ 19,328.80
MHCS Homeless prevention program	\$ 10,000.00
TVCH CoC HUD HMIS Program	\$ 5,000.00
Façade Economic Development Program	\$ 50,000.00
Administration (20%)	<u>\$ 48,414.40</u>
TOTAL	\$242,072