

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
NOVEMBER 15, 2016 – 5:00 P.M.**

1. **CALL TO ORDER**
Mayor Gary Chesney
2. **INVOCATION**
Dr. Ruth Carpenter, Master Chaplain, Morristown Police Department
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
November 1, 2016
6. **PROCLAMATIONS/PRESENTATIONS**
7. **CITIZEN COMMENTS ABOUT AGENDA ITEMS ONLY**
(Other than items scheduled for public hearing.)
8. **OLD BUSINESS**
- 8-a. **Public Hearings & Adoption of Ordinances/Resolutions**
 1. Public Hearing on the adoption of Plans of Services for:
 - a. Resolution No. _____
A Resolution Adopting a Plan of Services for the Annexation of Property Located along Catron Lane and W. Economy Road in the Urban Growth Boundary.
 2. Ordinance No. 3570
An Ordinance to Annex Certain Territory and to Incorporate Same within the Corporate Boundaries of the City of Morristown, Tennessee, {Annexation of property located at the intersection of W. Economy Road and Catron Lane to include Hamblen County Tax Parcel ID # 032033 01201 with the Zoning Designation to be assigned R-1 (Single Family Residential)}.

3. Ordinance No. 3555.02

An Ordinance to Amend Ordinance Number 3555, The City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2016-2017 and Appropriate the sum of \$5,753 Specifically for Additional Small Tools for the Police Department. This additional appropriation is funded by unbudgeted revenues that were received for a product defect.

9. **NEW BUSINESS**

9-a. **Resolutions**

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

1. Ordinance No. _____

An Ordinance to Annex Certain Territory and to Incorporate Same within the Corporate Boundaries of the City of Morristown, Tennessee.

{Annexation of property having been assigned Hamblen County TN Tax Map ID # 032 040 03900 000 2017 located along N. Bellwood Road in the 2nd Civil District of Hamblen County Tennessee; with land use zoning designation of R-2, (Medium Density Residential)}.

{Public Hearing December 6, 2016}

2. Ordinance No. _____

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B and Official Zoning Map. {Rezoning of three (3) tax parcels having the Hamblen County Tennessee Tax Map ID #'s 034J B 02100 000, 034J B 02200 000 and 034J B 02000 000 which are located between E. Morris Boulevard, Trade Street and Euclid Avenue from their current zoning designation of HI (Heavy Industrial) to IB (Intermediate Business).}

{Public Hearing December 6, 2016}

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

1. Approval to Purchase Property for the relocation of the Fire Department's Station #4 in the amount of \$390,000 plus any necessary closing costs.

2. Approval of Bid for Farmers Market Phase II, the low bid was submitted by King General Contractors, Inc., in the amount of \$301,559.00 This bid amount is within the construction budget. If the City desires to include the gateway signage in this contract by including Additive Alternate #1 (wet version) or Additive Alternative #2 (dry version), King General Contractors, Inc. also provided the low cumulative bids for each alternative and are recommended for award.

3. Approval of Request for Proposal for Team Athletic Picture Rights and allow the City Administrator to negotiate and enter into contract with Lifetouch.
4. Approval of Change Order #1 to AllStar Construction & Demolition, LLC for demolition of property at 805 Crescent Street in the amount of \$5,381.90.
5. Approval of Change Order #1 to Trifecta Services Company for additional asbestos materials per survey at Morristown College site in the amount of \$274,375.
6. Approval of Change Order #2 to decrease the contract with APAC-Atlantic, Inc., by \$8,969.13 (from \$89,229.25 to \$80,260.12) for the Resurfacing of Agricultural Park from Witt Foundry Rd to RR Bridge project to adjust the bid quantities to reflect actual quantities installed. [The project is being managed by the City of Morristown, with all costs being reimbursed by the Town of White Pine.]
7. Approval of Change Order #3 to decrease the contract with APAC-Atlantic, Inc. by \$3,198.46 (from \$165,338.20 to \$162,139.74) for the Resurfacing of N. Chuckey Pk from Clearbrook Dr to SR-34 and W Mountcastle St from Bishop Ave to Russell Ave project to adjust the bid quantities to reflect actual quantities installed. [The project is being managed by the City of Morristown, with all costs being reimbursed by Jefferson City.]
8. Approval of Copier Lease – State Contract, with Canon Solutions America, Inc., in the amount of \$18,211.50.

9-d. Board/Commission Appointments

1. City Council Appointment or re-appointment of an Alternate Judge for a four (4) year term, expiring 12/2/2020.

9-e. New Issues

10. CITY ADMINISTRATOR'S REPORT

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

November 1, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
November 15, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
November 15, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
November 24-25, 2016	(Thurs. & Friday)	City Employee's Holiday Thanksgiving
December 6, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
December 20, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
December 20, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
December 23, 2016	(Friday)	City Employee's Holiday Christmas Eve
December 26, 2016	(Monday)	City Employee's Holiday Christmas
January 2, 2017	(Monday)	City Employee's Holiday New Year's
January 3, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
January 13, 2017	9 a.m. – 5 p.m.	Mid-Year Council Planning Retreat, Airport Conf. Room
January 17, 2017	(Tues) 4:00 p.m.	Finance Committee Meeting
January 17, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session

WORK SESSION AGENDA
November 15, 2016 5:00 p.m.

1. Stormwater Management Plan

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
NOVEMBER 1, 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, November 1, 2016, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Dennis Alvis, Ken Smith and Tommy Pedigo, absent; Kay Senter.

Dr. Chris Dotson, Chaplain Coordinator, Morristown Police Department, led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Alvis made a motion to approve the October 18, 2016, minutes as circulated. Councilmember Bivens seconded the motion and upon roll call; all present voted "aye".

Mayor Chesney read a proclamation declaring November 26, 2016, as Small Business Saturday in the City of Morristown.

Councilmember Smith made a motion to approve Ordinance No. 3567 on second and final reading. Councilmember Bivens seconded the motion and upon roll call; all present voted "aye".

Ordinance No. 3567

An Ordinance to close and vacate certain rights-of-way within the City of Morristown. {Portion of public right-of-way between King Park (400 Montvue Avenue) and the tax parcel located south addressed 433 Montvue Avenue.}

At this time Councilmember Senter arrived to the meeting; all Councilmembers present.

Councilmember Pedigo made a motion to approve Ordinance No. 3568 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3568

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 12 of the Morristown Municipal Code, (Building, Utility, Etc. Codes).

Councilmember Pedigo made a motion to approve the amendments to Ordinance No. 3569. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve Ordinance No. 3569 on second and final reading, as amended. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3569

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 13 (Property Maintenance Regs.) Chapter 1 (General Property Maintenance) and Chapter 3 (Tree Ordinance) of the Morristown Municipal Code.

Councilmember Bivens made a motion to approve Resolution No. 21-16. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

RESOLUTION NO. 21-16

BEING A RESOLUTION OF THE CITY OF MORRISTOWN, TENNESSEE ACCEPTING THE PROPOSAL OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A PROJECT IN THE CITY OF MORRISTOWN, TENNESSEE, DESIGNATED AS FEDERAL PROJECT NO. HSIP-34(105), STATE PROJECT NO. 32004-3226-94, 32004-0224-94, 32004-1224-94, 32004-2226-94, THAT IS DESCRIBED AS “INTERSECTION AT COMMERCE BOULEVARD IN MORRISTOWN ROUTE: SR-34”.

WHEREAS, the Tennessee Department of Transportation has presented a Proposal to the City of Morristown, Tennessee, concerning Federal Project No. HSIP-34(105), State Project No. 32004-3226-94, 32004-0224-94, 32004-1224-94, 32004-2226-94, which is described as “Intersection at Commerce Boulevard in Morristown Route: SR-34”; and

WHEREAS, the Morristown Tennessee City Council has determined that the above referenced project will benefit the City of Morristown, Tennessee and the citizens thereof; and

WHEREAS, the Morristown Tennessee City Council wishes to cooperate with the State of Tennessee, Department of transportation, in its road improvements in the City of Morristown, Tennessee; and

WHEREAS, said Proposal is incorporated herein by referenced, the same as if copied herein verbatim, with a copy of said Proposal attached hereto; and

WHEREAS, the terms and conditions of said Proposal to the City of Morristown as submitted by the State of Tennessee, Department of Transportation, are accepted and approved by the Morristown Tennessee City Council, and the City of Morristown shall fulfill all obligations concomitant thereto; now

THEREFORE, BE IT RESOLVED, by the Morristown Tennessee City Council that this resolution is duly passed and approved this the 1st day of November, 2016, and shall take affect from and after its passage.

Passed this the 1st day of November, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Councilmember Alvis made a motion to approve Resolution No. 22-16. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

**RESOLUTION NO 22-16
RESOLUTION OF THE CITY OF MORRISTOWN,
TENNESSEE, AUTHORIZING THE ISSUANCE OF
INTEREST BEARING TELECOMMUNICATIONS SYSTEM
REVENUE AND TAX CAPITAL OUTLAY NOTES, SERIES
2016, IN AN AMOUNT NOT TO EXCEED \$2,000,000, AND
PROVIDING FOR THE PAYMENT OF SAID NOTES**

WHEREAS, the City Council (the "Council"), of the City of Morristown, Tennessee (the "Municipality"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing revenue and tax capital outlay notes to finance certain public works projects, consisting of improvements to the telecommunications system of the Municipality (the "System"), the acquisition of all property real and personal appurtenant thereto and connected

with such work, and to pay all legal, fiscal, administrative, and engineering costs incident thereto (collectively, the "Project");

WHEREAS, the System is operated by the Morristown Utilities Commission (the "Commission");

WHEREAS, the Commission has requested that the Council authorize and approval the issuance of a revenue and tax telecommunications system capital outlay note to finance the Project;

WHEREAS, the Municipality estimates that the economic life of the Project is greater than five years;

WHEREAS, the Municipality finds and determines that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose;

WHEREAS, in order to proceed as expeditiously as possible with such an essential Project, it is necessary that interest bearing revenue and tax capital outlay notes be issued for the purpose of providing funds to finance the Project; and,

WHEREAS, the Municipality is authorized by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue such notes for said purposes upon the approval of the Director of State and Local Finance (the "Director of State and Local Finance").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morristown, Tennessee:

Section 1. Authority. The Notes herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. Without limiting any other definitions of terms and words in other sections of this Resolution, the following words and terms shall have the meanings indicated unless otherwise plainly apparent from the context:

"Act" means Title 9, Chapter 21, Tennessee Code Annotated, as amended.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of the Treasury promulgated thereunder, as in effect on the date of issuance of the Notes and as hereafter amended, supplemented, or revised insofar as such amendments, supplements, or revisions shall pertain to or effect the Notes.

"Council" means the City Council of the City of Morristown, Tennessee.

"Current Expenses" means all expenses incurred by, or on behalf of the Municipality in connection with the operation, maintenance, repair, insuring, and administration of the System, including, but not necessarily limited to, salaries, wages, the cost of supplies, materials, utilities, and rental payments and the cost of audits, but shall specifically exclude depreciation, amortization, interest on bonds, and expenditures for any capital improvements of the System, the useful life of which is reasonably expected to exceed one year, determined in accordance with generally accepted accounting principles.

"Net Revenues" means for any period, the excess of Revenues of the System over its Current Expenses during such period determined in accordance with generally accepted accounting principles.

"Note" or "Notes" means the Telecommunications System Revenue and Tax Capital Outlay Notes, Series 2016, of the Municipality, authorized by this Resolution of the Council.

"Prior Outstanding Obligations" means those certain outstanding obligations, if any, of the Municipality with a prior lien on the Revenues of the System.

"Revenues" means all receipts, revenues, income, and other monies received by, or on behalf of, the Municipality from, or for, the operation of the System and all rights to receive such receipts, revenues, income, and other monies, whether in the form of accounts receivable, contract rights, or otherwise, and proceeds from insurance against loss of, or damage to, the System, or from any sale or conveyance, in accordance with the terms hereof, of all or part of the System.

"System" means the complete telecommunications system of the Municipality, together with, and including, the Project and all telecommunications system properties of every nature hereafter owned by the Municipality, including all improvements and extensions made by the Municipality while the Notes remain outstanding, and including all real and personal property of every nature comprising part of or used or useful in connection with the telecommunications system and including all appurtenances, contracts, leases, franchises, and other intangibles.

Section 3. Authorization. For the purpose of providing funds to finance the costs of the Project and costs incident to the financing thereof, there shall be issued pursuant to, and in accordance with, the provisions of the Act and other applicable provisions of law, the interest bearing capital outlay notes of the Municipality, in the aggregate principal amount of not to exceed \$2,000,000, or such lesser amount

as may be determined by the Mayor of the Municipality (the "Mayor") at the time of sale (collectively, the "Notes", individually, the "Note").

Section 4. Terms of the Notes. The Notes shall be designated "Telecommunications System Revenue and Tax Capital Outlay Notes, Series 2016". The Notes shall be issued in registered form, without coupons, in minimum denominations of \$5,000. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, shall be sold at not less than the par amount thereof, shall bear interest at a rate or rates not to exceed 2% per annum, such interest being payable at such times as agreed upon with the purchaser of such Notes, but in no event less than semiannually each year commencing six months from the dated date or such date as shall be designated by the Mayor (the "Interest Payment Date"). The Notes shall mature not later than the end of the fifth fiscal year from the date of issuance. Each year the Notes are outstanding the Municipality shall retire principal on the Notes in an amount that is estimated to be at least equal to an amortization which reflects level debt service on the Notes. The Notes shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Notes.

Interest on the Notes shall be payable by wire transfer or other electronic means or by check or other form of draft of the "Note Registrar," as such term is hereinafter defined, deposited by the Note Registrar in the United States mail, first class postage prepaid, in a sealed envelope, addressed to the owner of such Notes, as of the applicable Interest Payment Date, at its address as shown on the Registration Books of the Municipality maintained by the Note Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. All payments of the principal of and interest on the Notes shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

Section 5. Redemption. The Note shall not be subject to redemption, in whole or in part, prior to maturity; provided however, at the option of the Municipality, upon fifteen (15) calendar days written notice to the owner, and with the consent of the owner, the Municipality may prepay the Note in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Provided, further, the Municipality may pay, from time to time, additional principal payments, from funds on hand, after giving fifteen (15) calendar day's written notice to the owner of such intent to pay additional principal and with the consent of such owner.

Section 6. Execution. The Notes shall be executed in the name of the Municipality; shall bear the manual signature of the Mayor; shall be countersigned by the City Recorder of the Municipality (the "City Recorder"), with his or her

manual signature; and, shall have printed or impressed thereon the official seal of the Municipality. In the event any officer whose signature appears on the Notes shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes. The Notes shall be issued in typed, printed, or photocopied form, or any combination thereof, substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the Mayor may deem necessary or desirable, the blanks to be appropriately completed by the Mayor prior to the issuance of the Notes.

Section 7. Registration, Negotiability, and Payment. (a) The City Recorder of the Municipality is hereby appointed the note registrar and paying agent (the "Note Registrar"), and as such shall establish and maintain suitable books (the "Registration Books"), for recording the registration, conversion, and payment of the Notes, and shall also perform such other duties as may be required in connection with any of the foregoing. The Note Registrar is hereby authorized to authenticate and deliver the Notes to the original purchaser thereof, or as it may designate, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for notes of the same principal amount delivered for transfer upon receipt of the Notes to be transferred in proper form with proper documentation as herein described. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of the Note Registrar on the certificate set forth in Exhibit "A" hereto. The Notes shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Notes shall be valid unless such transfer is noted upon the Registration Books and until such Note is surrendered, cancelled, and exchanged for a new Note which shall be issued to the transferee, subject to all the conditions contained herein. Principal on the Notes shall be paid at maturity upon presentation or surrender of the Notes at the principal office of the Note Registrar, and payment in such manner shall forever discharge and release the obligation of the Municipality to the extent of the principal so paid.

(b) The Municipality may from time to time at its discretion remove the Note Registrar and appoint a successor Note Registrar to whom all records, documents, and instruments relating to its duties as Note Registrar shall be delivered. Any successor Note Registrar shall be appointed by resolution of the Municipality, and shall be a trust company or bank having the powers of a trust company, having, at the time of such appointment, a combined capital, surplus, and undivided profits aggregating at least Fifty Million Dollars (\$50,000,000), and be willing and able to accept the office of Note Registrar on reasonable and customary terms, and authorized by law to perform all duties imposed upon it by this Resolution.

(c) In the event that any amount payable on any Note as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Note as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

Section 8. Transfer of Notes. Each Note shall be transferable only on the Registration Books maintained by the Note Registrar at the principal office of the Note Registrar, upon the surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note duly executed by the owner thereof or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Note, the Note Registrar shall, in exchange for the surrendered Note or Notes, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount, maturity, and rate of interest as such surrendered Note or Notes, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

Section 9. Regulations with Respect to Transfers. In all cases in which the privilege of transferring Notes is exercised, the Municipality shall execute, and the Note Registrar shall deliver, Notes in accordance with the provisions of this Resolution. For every transfer of Notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, and other governmental charges shall be paid to the Municipality by the entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. Neither the Municipality nor the Note Registrar shall be obligated to transfer any Note during the fifteen (15) calendar days next preceding the maturity date of the Notes or any call for redemption.

Section 10. Mutilated, Lost, Stolen, or Destroyed Notes. In the event any Note issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such note shall, at the written request of the registered owner, be cancelled on the Registration Books and a new Note shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Note. Thereafter, should such mutilated, lost, stolen, or destroyed Note or Notes come into possession of the registered owner, such Notes shall be returned to the Note Registrar for destruction by the Note Registrar. If the principal on said mutilated, lost, stolen, or destroyed Note shall be due within fifteen (15) calendar days of receipt of the written request of the registered owner for authentication and

delivery of a new Note, payment therefor shall be made as scheduled in lieu of issuing a new Note. In every case the registered owner shall certify in writing as to the destruction, theft, or loss of such Note, and shall provide indemnification satisfactory to the Municipality and to the Note Registrar, if required by the Municipality and the Note Registrar.

Any notice to the contrary notwithstanding, the Municipality and all of the officials, employees, and agents thereof, including the Note Registrar, may deem and treat the registered owner of the Notes as the absolute owner thereof for all purposes, including, but not limited to, payment of the principal thereof, and the interest thereon, regardless of whether such payment shall then be overdue.

Section 11. Authentication. Only such of the Notes as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Note Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Note Registrar. Such executed certificate of authentication by the Note Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under the Resolution as of the date of authentication.

Section 12. Source of Payment and Security. The Notes, including the principal thereof and the interest thereon, are payable primarily from and secured by a pledge of the Net Revenues to be derived from the operation of the System, and are hereby declared to be equally and ratably secured, subject to a prior pledge of such Net Revenues to Prior Outstanding Obligations, by a pledge of such Net Revenues. In the event a deficiency in such Net Revenues, the Notes shall be payable from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. Said Notes shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Notes the full faith and credit of the Municipality is hereby irrevocably pledged.

Section 13. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, there is hereby pledged for such payment the Net Revenues derived from the operation of the System subject to the liens of the Prior Outstanding Obligations, in amounts not exceeding the amounts required to make such payments as they come due. In the event of a deficiency in the Net Revenues there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in

addition to all other taxes, and shall be without limitation as to time, rate, or amount. The Council of the Municipality is required by law and shall and does hereby pledge to levy such tax. Principal and interest, or any of the foregoing, falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. All such taxes levied and collected shall be deposited in a debt service fund for the telecommunications system and used solely for the payment of principal and interest on the Notes as the same shall become due.

Section 14. Charges for Services Supplied by the System. While the Notes remain outstanding and unpaid, the Municipality covenants and agrees that the charges for all services supplied through the medium of the System to the Municipality and its residents and to all consumers shall be reasonable, just, and sufficient taking into account and consideration the cost and value of the System and the cost of maintaining, operating, and insuring the System, and the proper and necessary allowances for the depreciation thereof, and the amounts necessary for the payment of principal of, premium, if any, and interest on, the Notes and other Prior Outstanding Obligations payable from such Revenues.

Section 15. Approval of Director of State and Local Finance. Anything herein contained to the contrary notwithstanding, no Notes authorized under this Resolution shall be issued, sold, or delivered, unless and until such Notes shall first have been duly approved by the Director of State and Local Finance as provided by Section 9-21-601 et. seq., Tennessee Code Annotated, as amended. The Mayor, City Recorder, and City Attorney, are hereby authorized to take or cause to be taken such steps as are necessary to obtain such approval. After the issuance and sale of the Notes, and for each year that any of the Notes are outstanding, the Municipality shall submit its annual budget to the Director of State and Local Finance for approval immediately upon the Municipality's adoption of the budget.

Section 16. Sale of Notes. The Notes herein authorized are authorized to be sold by the Mayor by the informal bid process at a price of not less than par, upon such terms and conditions as shall be agreed to by the Mayor and the purchaser of such Notes.

Section 17. Disposition of Note Proceeds. The proceeds from the sale of the Notes shall be paid to the official of the Commission designated as the custodian of the funds thereof to be deposited in a special fund known as the "Telecommunications System Revenue and Tax Capital Outlay Notes, Series 2016 Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the Commission. The monies in the Project Fund shall be disbursed solely to finance the Project and to pay the costs of

issuance of the Notes. Monies in the Project Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the Project Fund after completion of the Project shall be transferred to the debt service fund and used to pay principal of and interest on the Notes.

Section 18. Non-Arbitrage Certification. The Municipality certifies and covenants with the owner of the Notes that so long as the principal of any Note remains unpaid, monies on deposit in any fund or account in connection with the Notes, whether or not such monies were derived from the proceeds of the sale of the Notes or from any other source, will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code, and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Municipality reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Notes subject to inclusion in gross income of the owner thereof for federal income tax purposes.

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as defined in the regulations promulgated under the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming subject to inclusion in federal gross income of the owner of the Notes for purposes of federal income taxation.

Section 19. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owner of the Notes has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owner of the Notes.

Section 20. No Action to be Taken Affecting Validity of the Notes. The Municipality hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Notes or limit the rights and

remedies of the owner from time to time of such Notes. The Municipality further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the owner thereof for purposes of federal income taxation.

Section 21. Miscellaneous Acts. The Mayor, the City Recorder, and all other appropriate officials of the Municipality together with the officials of the Commission are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved; or for the authorization, issuance, and delivery of the Notes.

Section 22. Failure to Present Notes. Subject to the provisions of Section 3 hereof, in the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the owner thereof, all liability of the Municipality to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 23. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on or the principal of such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

Section 24. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the Municipality contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Notes.

Section 25. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 26. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect as of the date of its adoption the welfare of the Municipality requiring it.

Approved and adopted this 1st day of November, 2016.

Mayor

Attest:

City Recorder

Councilmember Pedigo made a motion to approve Resolution No. 23-16. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

**RESOLUTION NO 23-16
INITIAL RESOLUTION AUTHORIZING THE INCURRENCE OF
INDEBTEDNESS BY THE CITY OF MORRISTOWN,
TENNESSEE, IN THE AMOUNT OF NOT TO EXCEED
\$15,000,000, BY THE EXECUTION WITH THE PUBLIC
BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE,
TENNESSEE, OF A LOAN AGREEMENT TO PROVIDE
FUNDING FOR CERTAIN WASTEWATER SYSTEM
IMPROVEMENTS, AND TO FUND THE INCIDENTAL AND
NECESSARY EXPENSES RELATED THERETO**

WHEREAS, it is necessary and in the public interest of the City of Morristown, Tennessee (the "Municipality"), to incur indebtedness (the "Indebtedness"), through the execution with The Public Building Authority of the City of Clarksville, Tennessee (the "Authority"), of a loan agreement (a "Loan

Agreement"), for the purpose of financing certain wastewater system projects, as hereinafter more fully described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morristown, Tennessee, as follows:

SECTION 1. For the purpose of financing all or a portion of the costs of certain public works projects, consisting of the extension, construction, improvement, and equipping of the wastewater system of the Municipality, the acquisition of all other property real and personal, appurtenant thereto or connected with such work, and to pay legal, fiscal, administrative, and engineering costs, reimbursement for expenditures related to the foregoing, and to pay costs incident to incurring the Indebtedness (collectively, the "Project"), the Municipality is hereby authorized to incur Indebtedness in the amount of not to exceed Fifteen Million Dollars (\$15,000,000), for the financing of the Project through the execution of a Loan Agreement with the Authority. The rate of interest payable pursuant to the provisions of a Loan Agreement shall be a fixed rate which rate shall not exceed the maximum rate of interest permitted under the laws of the State of Tennessee.

SECTION 2. The indebtedness evidenced by the Loan Agreement shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the Municipality will be irrevocably pledged. The indebtedness evidenced by the Loan Agreement shall be additionally payable from, but not secured by, the revenues of the wastewater system, subject only to the payment of reasonable and necessary costs of operating, maintaining, repairing, and insuring such wastewater system and to a prior pledge of such revenues in favor of other obligations of the Municipality payable from revenues of the wastewater system.

SECTION 3. The Loan Agreement shall be executed pursuant to the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"), and Title 12, Chapter 10, Tennessee Code Annotated, as amended.

SECTION 4. After the adoption of this Resolution, the City Recorder is directed to cause this Resolution, with the notice prescribed by the Act, to be published in full once in a newspaper published and having general circulation in the Municipality.

SECTION 5. This Resolution shall take effect from and after its adoption, the welfare of the Municipality requiring it.

Adopted and approved this 1st day of November, 2016.

MAYOR

ATTEST:

CITY RECORDER

NOTICE

The foregoing Resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition, signed by at least ten percent (10%) of the registered voters of the City of Morristown, Tennessee, shall have been filed with the City Recorder of the City of Morristown, Tennessee, protesting the incurrence of the Indebtedness by the execution of the Loan Agreement, such Loan Agreement will be executed, as proposed.

Councilmember Pedigo made a motion to approve Ordinance No. 3570 on first reading and schedule a public hearing relative to final passage of said ordinance for November 15, 2016. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3570

An Ordinance to Annex Certain Territory and to Incorporate Same within the Corporate Boundaries of the City of Morristown, Tennessee, {Annexation of property located at the intersection of W. Economy Road and Catron Lane to include Hamblen County Tax Parcel ID # 032033 01201 with the Zoning Designation to be assigned R-1 (Single Family Residential)}.

Councilmember Alvis made a motion to approve Ordinance No. 3555.02 on first reading and schedule a public hearing relative to final passage of said ordinance for November 15, 2016. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3555.02

An Ordinance to Amend Ordinance Number 3555, The City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2016-2017 and Appropriate the sum of \$5,753 Specifically for Additional Small Tools for the Police Department.

Councilmember Garrett made a motion to table the purchase of property for the relocation of the Fire Department's Station #4 until the November 15, 2016, City Council meeting. Councilmember Bivens seconded the motion and upon roll call; Councilmembers Garrett, Bivens, Senter, Alvis, Smith and Pedigo voted "aye"; Mayor Chesney voted "no".

Councilmember Pedigo made a motion to approve the bid for demolition of property submitted by Elkin Rowe, Inc. who will be responsible for the demolition of five (5) properties totaling \$22,830 and AllStar Construction & Demolition who will be responsible for the demolition of five (5) properties totaling \$26,478.13; and allow the City Administrator to enter into a contract with each entity. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the purchase of an extended warranty from Nova Company, Inc. for the Large Format Copier/Scanner. The extended two (2) year warranty being offered will total \$3,445. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve change order #2 for Fire Truck #1. This final change order is for slight modifications which increases the cost of the truck by \$821.40. Council approved the first change order on August 16, 2016 that increased the amount by \$3,106.44, the combined change orders to the truck total \$3,927.84. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the State of Tennessee, Department of Safety and Homeland Security Grant for the Morristown Police Department Traffic Safety and Impaired Driving Prevention Program in the amount of \$15,000. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the Stormwater Management/BMP Facilities Maintenance Agreement between T. Phillip Carlyle, (412 N. Bellwood Road Map 040 Parcel 039.01 – Villas West) and the City of Morristown. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to declare Friday, December 23rd 2016, as a City Holiday in honor of Christmas Eve. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney adjourned the October 18, 2016, City Council meeting at 6:01 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

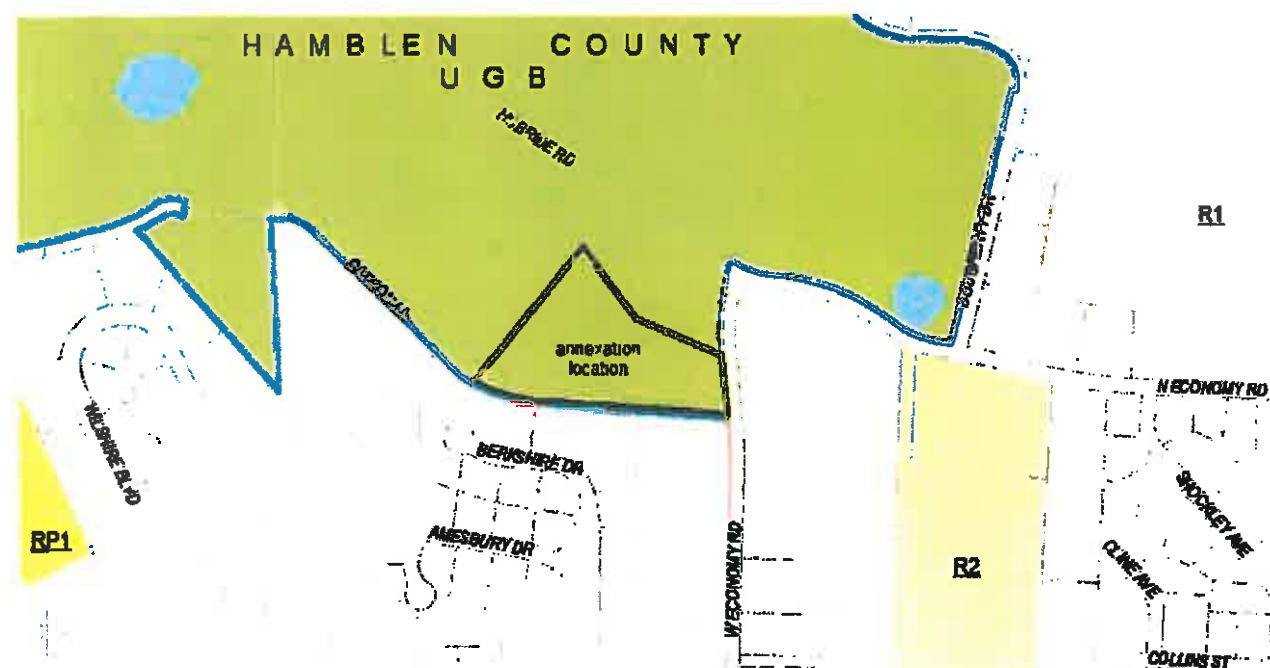


TO: City Council
FROM: Lori Matthews, Senior Planner
DATE: November 1, 2018
SUBJECT: Annexation Request

Mr. Hendrickson's request is for annexation of his property into the City of Morristown, that property being Hamblen County Parcel ID # 032033 01201 located at the northwest intersection of Catron Lane and W. Economy Road having been addressed as 2824 Catron Lane.

A Plan of Services has been attached to this memorandum which includes utility servicing (to be provided by Morristown Utilities Commission) and standard City services. No additional Fire or Police personnel will be required. No street rights of way are being considered at this time for this request.

The Planning Commission recommended by unanimous vote to forward this request on to City Council for approval at their October 11th 2016 meeting. (Property taxes to be gained yearly from City estimated at \$390 +/-)





City Council options:

- 1. Approve annexation plan of services and recommend approval of annexation as submitted;**
- 2. Deny annexation plan of services and recommend approval of annexation as submitted;**
- 3. Table annexation request.**

RESOLUTION NO. _____

**A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE
ANNEXATION OF PROPERTY LOCATED ALONG CATRON LANE
AND W. ECONOMY 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:

TO BE ZONED R-1 - SINGLE FAMILY RESIDENTIAL.

Property identified as Hamblen County Tax Parcel ID # 032033 01201, including 5.56 acres of land located at the northwest intersection of Catron Lane and W. Economy Road;

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 Protection

Patrolling, radio responses to calls, and other routine police services using present personnel and equipment will be provided upon the effective date of annexation.

Fire Protection

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 for fire protection to serve the substantially developed annexed area(s) will be provided in accordance with current policies of Morristown Utilities Commission unless authorized by franchise agreement with another utility district which has made service available with capabilities to meet City of Morristown Fire Protection Standards. Any extension of water system infrastructure beyond that of the Morristown Utility Commission policies shall be at the expense of the property owner or developer.

Water Service

Water for potable use will be provided in accordance with current policies of Morristown Utilities Commission.

Sanitary Sewer Service

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

Electrical Service

Electrical service for domestic, commercial and industrial use will be provided at city rates for new lines as extended in accordance with current policies of Morristown Utility Commission. In those parts of the annexed area presently served by another utility cooperative, the above conditions or terms will begin with the acquisition by the city of such cooperatives or parts thereof, which may be delayed by negotiations and/or litigation.

Refuse Collection

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

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. 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. Street name signs where needed will be installed as new street construction requires.

Inspection Services

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

Planning and Zoning

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-1, Single Family Residential.

Street Lighting

Street lights will be installed in accordance to City policies.

Recreation

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

Fibernet will be installed per the current Morristown Utility System policy.

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

Passed this the 15th day of November, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. 3570

ENTITLED AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MORRISTOWN TENNESSEE. Annexation of property located along the northwest intersection of W. Economy Road and Catron Lane having Hamblen County Tax Parcel ID # 032033 01201 with the Zoning Designation of Single Family Residential District, R-1;

Section 1. 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 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:

Said property being located along the northwest intersection of W. Economy Road and Catron Lane having Hamblen County Tax Parcel ID # 032033 01201, the sum total of the above described being 5.56 acres as owned by Mr. Steven Henrikson;

(2) Single family residential zoning shall be applied 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 passage, the public welfare requiring it.

PASSED ON FIRST READING THIS THE 1st DAY OF NOVEMBER, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 15TH DAY OF
NOVEMBER, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

APPROPRIATION ORDINANCE

Ordinance Number: **3555.02**

TO AMEND ORDINANCE NUMBER 3555, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR THE FISCAL YEAR 2016-2017 AND APPROPRIATE THE SUM OF \$5,753.00 SPECIFICALLY FOR ADDITIONAL SMALL TOOLS FOR THE POLICE DEPARTMENT. THIS ADDITIONAL APPROPRIATION IS FUNDED BY UNBUDGETED REVENUES THAT WAS RECEIVED FOR A PRODUCT DEFECT.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3555 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2016-2017 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	RESERVES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Revenues	36700	Miscellaneous Revenues	\$5,753			
General (#110)	PD - Patrol & Traffic Safety	110-42120-419	Small Tools & Equipment			\$ 5,753	
			Totals	\$ 5,753	\$ -	\$ 5,753	\$ -

PASSED ON FIRST READING THIS _1st_ Day of November 2016

ATTEST: _____

Mayor
City Administrator

PASSED ON SECOND READING THIS _15th_ Day of November 2016

ATTEST: _____

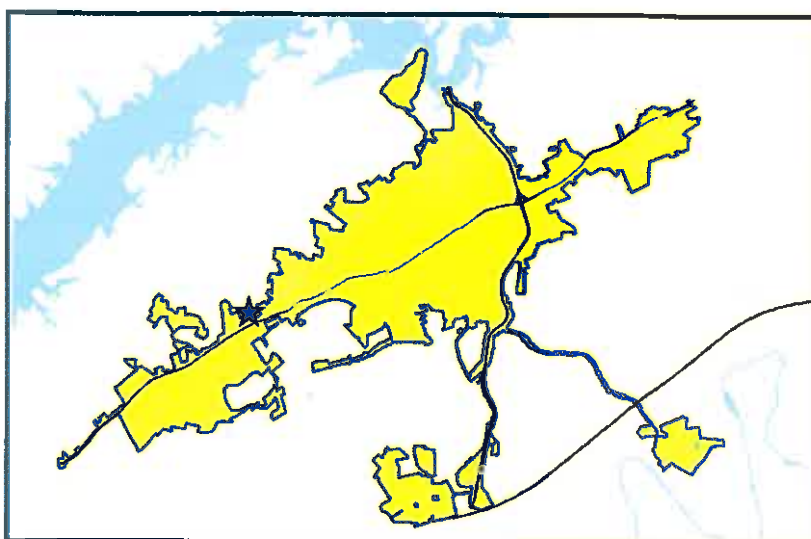
Mayor
City Administrator



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

TO: City Council
FROM: Lori Matthews, Senior Planner
DATE: November 15th, D2016
SUBJECT: Annexation Request

The Community Development Department has received an annexation request from Mr. Phillip Carlyle for his property which adjoins the Villa's West (multi-family) development off of North Bellwood Road in west Morristown. This vacant parcel, (Hamblen County Parcel ID # 040 03900 000) is 5 acres in size and within the City's Urban Growth Boundary Area.



The subject property is surrounded by residential development with single family lots (West Hills Subdivision) to the east, Villa's West (single family rental housing under construction) to the south and a mix of duplex and triplex housing to the west (Oakwood Gardens). The right-of-way of N. Bellwood Road which fronts this property is already within the corporate limits as it serves the Oakwood Gardens community and all properties on either side southward down to W. Andrew Johnson Highway.

It is the intent of the owner to develop the acreage into either a single family or multi-family residential development, but no plan has been submitted to either the City or County as of this date. Hamblen County has this property zoned commercially (C-1). Staff would recommend a zoning designation of R-2 (Medium Residential Density) be approved for this site as it accommodates both single and multi-family development.

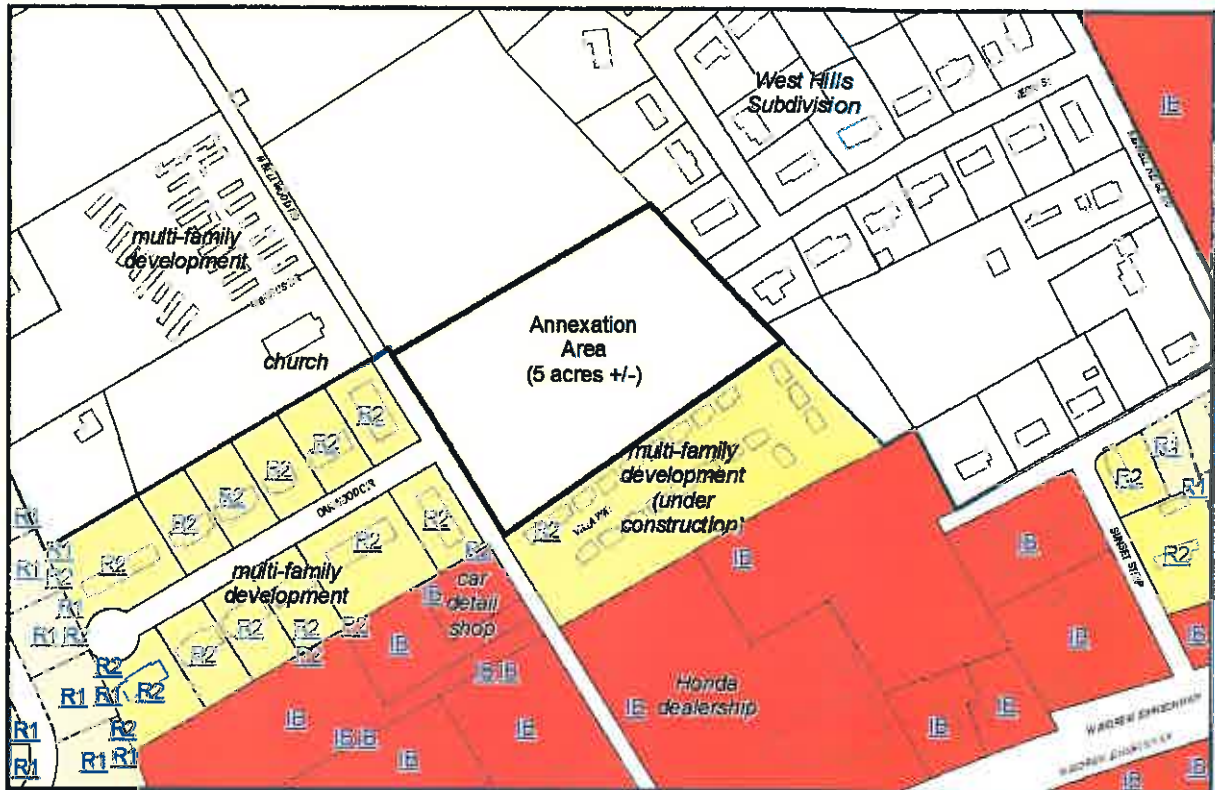
The Plan of Services has been attached to this memorandum which includes utility servicing (electrical and sanitary sewer to be provided by Morristown Utilities Commission and water to be provided by Alpha Talbott Utility District) as well as all other standard City services. No additional Fire or Police personnel will be required at this time. As mentioned, no street rights of way need be considered at this time for this request.

The Morristown Regional Planning Commission voted unanimously at their November 8th 2016 regular meeting to adopt the Plan of Services and forward the requested annexation on to City Council for approval.

[Return to Agenda](#)

CITY COUNCIL OPTIONS:

1. Adopt the annexation plan of services and approve the zoning ordinance as submitted;
2. Deny the annexation plan of services and deny approval of the zoning ordinance as submitted;
3. Table the annexation request.



View from adjoining (north) lot looking south across subject property toward Villa's West multi-family development



ORDINANCE NO. _____

ENTITLED AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MORRISTOWN TENNESSEE. Annexation of property having been assigned Hamblen County TN Tax Map ID # 032 040 03900 000 2017 located along N. Bellwood Road in the 2nd Civil District of Hamblen County Tennessee: with land use zoning designation of R-2, (Medium Density Residential);

Section 1. 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 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:

Said property being Hamblen County TN tax parcel ID # 032 040 03900 000 2017 located along the eastern right-of-way line of North Bellwood Road approximately 750 feet from the northern right-of-way line of West Andrew Johnson Highway, the sum of the parcel just described being 5.45 acres in size as owned by Mr. Phillip Carlyle;

(2) Medium Density Residential zoning (R-2) shall be applied 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 passage, the public welfare requiring it.

PASSED ON FIRST READING THIS THE 15TH DAY OF NOVEMBER, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 6TH DAY OF
DECEMBER, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PLAN OF SERVICES

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTY LOCATED ALONG NORTH BELLWOOD ROAD WITHIN THE CITY'S URBAN GROWTH BOUNDARY.

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 THE CITY OF MORRISTOWN, TENNESSEE:

Property identified as Hamblen County Tax Parcel ID # 032040 03900 which includes approximately 5 acres located along the eastern right of way of N. Bellwood Road, the southwest corner of said parcel being approximately 740 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 unless located in an area in which another utility district has made service available and asserts Title 7 USC 1926b protection in the annexed area.
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 unless authorized by franchise agreement with another utility district which has made service available with capability to meet City of Morristown Fire Protection Standards. Any extension of water system infrastructure beyond that of Alpha-Talbott Utility District policies shall be at the expense of the property owner or developer.

Sewers

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

Electrical

1. Electrical service for domestic, commercial and industrial use will be provided at city rates for new lines as extended in accordance with current policies of Morristown Utility Commission.
2. In those parts of the annexed area presently served by another utility cooperative, the above conditions or terms will begin with the acquisition by the city of such cooperatives or parts thereof, which may be delayed by negotiations and/or litigation.

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 is available and can be installed per the current Morristown Utility System policy.

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

Passed on this _____ day of _____, 2016.

Mayor

ATTEST:

City Administrator





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

TO: City Council
FROM: Lori Matthews, Senior Planner
DATE: November 15th 2016
SUBJECT: Rezoning Request
Euclid Avenue

REQUEST -

A rezoning request has been received by the Planning Department by Mr. Paul Lebel on behalf of property owner(s) Jeff and Kasey Kenley for their properties located at 223 Euclid Avenue (H.C. Tax Parcel ID #032 034J B 02100 000 2016), 1024 Trade Street (H.C. Tax Parcel ID # 032 034J B 02200 000 2016) and vacant parcel H.C. 032 034J B 02000 000 2016 (no address) which fronts E. Morris Boulevard. All three parcels are currently zoned HI (Heavy Industrial). The applicant is wishing to rezone to a commercial zone of IB (Intermediate Business) which will better suit his proposal for redevelopment of the property, that being a government office.

View looking east down Trade St
(subject property on right)



View from Trade St/Euclid toward E. Morris
(pawnshop part of subject property)



This block of properties which totals 2 acres in size is home to a pawnshop and large unimproved warehouse (20,000 sq. ft.) constructed circa 1967. Professional office suites (ETHRA Offices, Veterans Outpatient Clinic) are to the north and west of this site, having been rezoned from Heavy Industrial to commercial (IB) in 2009. The newly constructed Popkin Field Food City complex adjoins to the east which was rezoned from HI to PCD (Planned Commercial District) in 2013. Southward across E. Morris Boulevard are residential homes turned professional offices, all of which are now commercially zoned (IB).

Euclid Avenue provides primary access to the site and serves the VA complex to the east as well. It appears that access from E. Morris existed at one time but it would need serious improvements made if put into use in the future. Trade Street, which borders this site to the north, is a substandard 30 foot right-of-way which provides access to the ETHRA offices to the north.

View looking east along E. Morris Blvd



ETHRA offices across Trade St in rear



View down Euclid (VA office on left)



The subject properties have been in a state of disrepair for a number of years. Redevelopment of this area is badly needed to prevent further deterioration of the site which hopefully will spur renovation of the vacant warehouses and junk vehicles which border Trade Street to the north.

The Morristown Regional Planning Commission voted unanimously to forward this rezoning on to City Council for approval as submitted.

CITY COUNCIL OPTIONS:

1. Approve the rezoning request as submitted;
2. Deny rezoning request as submitted;
3. Table rezoning request.



ORDINANCE NO. _____

ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN TENNESSEE, APPENDIX B AND OFFICIAL ZONING MAP. [Rezoning of (3) tax parcels having the Hamblen County Tennessee Tax Map ID #'s 034J B 02100 000, 034J B 02200 000 and 034J B 02000 000 which are located between E. Morris Boulevard, Trade Street and Euclid Avenue from their current zoning designation of HI (Heavy Industrial) to IB (Intermediate Business).]

BE IT ORDAINED BY THE CITY OF MORRISTOWN AS FOLLOWS:

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

NOW, THEREFORE, in order to carry into effect the said amendment:

SECTION II. BE IT RESOLVED BY THE City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from Heavy Industrial (HI) to Intermediate Business (IB).

That parcel of land currently having Hamblen County Tax ID # 034J B 02100 000, containing 0.71+/- acres, and that parcel of land currently having Hamblen County Tax ID # 034J B 02200 000, containing 0.77+/- acres and that parcel of land currently having Hamblen County Tax ID # 034J B 02000 000, containing roughly 0.77+/- acres of land, all parcels being located between East Morris Boulevard, Euclid Avenue and Trade Street;

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

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 publication and final passage, the public welfare requiring it.

PASSED ON FIRST READING THIS THE 15TH DAY OF NOVEMBER, 2016.

MAYOR

ATTEST:

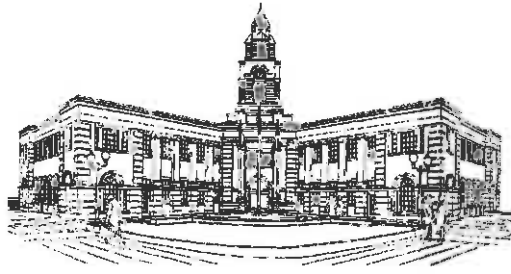
CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 6TH DAY OF
DECEMBER, 2016.

MAYOR

ATTEST:

CITY MANAGER



Morristown City Council Agenda Item Summary

Date: October 24, 2016

Agenda Item: Approval to Purchase Property

Prepared by: Joey Barnard

Subject: Station #4 Property

The City of Morristown has been in the planning phase for the relocation of the Fire Department's Station #4 for some time. Due to various issues associated with its current location, this has become a necessity. In the 2016-17 budget, funds have been appropriated for the purchase of the property and the associated costs of acquiring the property. Along with several factors, careful consideration was given to location to ensure that ISO coverage was enhanced and not diminished.

Based on consultation with the Fire Chief and members of his department, property was identified on Central Church Road for the relocation of Station #4. Due diligence was performed to determine the suitability of the property. Based on the results of that due diligence, it is the recommendation of staff to move forward with the purchase of the 7.91 acres identified as Lot 3 of the McCoy/Matthews Property located on Central Church Road in the amount of \$390,000 plus any necessary closing costs.



November 10, 2016

Mayor Gary Chesney
City of Morristown
100 West First North Street
Morristown, Tennessee 37814

RE: Recommendation of Award
Morristown Farmers Market – Ph. II

Dear Mayor Chesney:

Bids for the subject project were received at Morristown City Hall Council Chambers in Morristown, Tennessee and were publicly opened on November 7, 2016 at 2:00 PM. As shown below, a total of two (2) bids were received and opened. A Certified Bid Tabulation of all bids is attached for your review. The bids can be summarized as follows:

Bidder	Base Bid	Additive Alternate #1	Additive Alternate # 2
King General Contractors, Inc.	\$301,559.00	\$68,510.00	\$52,560.00
Merit Construction, Inc.	\$384,000.00	\$31,000.00	\$30,000.00

The low bid for the project was submitted by King General Contractors, Inc. King General Contractors, Inc. provided all the necessary bid documentation that was pre-qualified in the bidding documents.

McGill Associates recommends that, at a minimum, the Base Bid contract be awarded to King General Contractors, Inc. in the amount of \$301,559.00. This bid amount is within the construction budget. If the City desires to include the gateway signage in this contract by including Additive Alternate #1 (wet version) or Additive Alternate #2 (dry version), King General Contractors, Inc. also provided the low cumulative bids (base bid + alternative) for each alternative and are recommend for award.

Attached to this letter is the Certified Bid Tabulation, copies of the Bid Sign-in sheet and submitted bids for your review. Should you have any questions or need any additional information, please contact me at your convenience.

Sincerely,
McGILL ASSOCIATES, P. A.

A handwritten signature in blue ink, appearing to read 'Jake Greear, P.E.', with a stylized flourish at the end.

Jake Greear, P.E.
Project Manager

Enclosure

P:\2016\16.06510 Morristown - Farmer's Market - Ph. II\Bid Award

E n g i n e e r i n g • P l a n n i n g • F i n a n c e

McGill Associates, P.A. • 2240 Sutherland Avenue, Suite 2, Knoxville, TN 37919

865-540-0801 • Fax 865-595-4999

[Return to Agenda](#)

Morristown, Tennessee

Morristown Farmers Market - Phase II

Bid Opening

November 7, 2016, 2:00 p.m.

This is to certify that the following Sealed Bids for the above project were received, publicly opened and read aloud in the City of Morristown City Hall, 100 W. First North Street, Morristown, TN 37814.



Engineering • Planning • Finance
2240 Sutherland Avenue, Suite 2
Knoxville, Tennessee 37919

Project # 16.06510



Morristown Farmers Market - Phase II				King General Contractors, Inc. P.O. Box 16278 Bristol, VA 24209		Merritt Construction, Inc. 10438 Dutchtown Rd. Knoxville, TN 37932	
Bid Bond (5%)				yes		yes	
Addenda Nos. 1 & 2				yes		yes	
ITEM NO.	DESCRIPTION	QUAN	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A	Mobilization (maximum 5% of Bid)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 19,000.00	\$ 19,000.00
B	Demolition (including saw cutting, removal, and disposal of all asphalt, concrete, vegetation, and other site appurtenances)	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 30,000.00	\$ 30,000.00
C	Site Preparation (including excavation, backfill, fine grading, compaction, and borrow/excess material. All grading is considered unclassified.) [-180 C.Y. + 800 C.Y. borrow]	1	LS	\$ 47,925.00	\$ 47,925.00	\$ 90,000.00	\$ 90,000.00
D	Erosion Control (including inlet protection, silt fence, and site maintenance)	1	LS	\$ 2,750.00	\$ 2,750.00	\$ 3,000.00	\$ 3,000.00
E	Asphalt Parking (including stone base, binder course, surface course, and tack coat) [-1,950 S.Y. light duty paving, 1,250 S.Y. overlay & two speed bumps]	1	LS	\$ 77,450.00	\$ 77,450.00	\$ 80,000.00	\$ 80,000.00
F	Greenway Trail (including stone and surface course) [-375 S.Y.]	1	LS	\$ 9,985.00	\$ 9,985.00	\$ 11,000.00	\$ 11,000.00
G	Curbing (including all stand-alone locations) [-350 L.F.]	1	LS	\$ 7,465.00	\$ 7,465.00	\$ 10,000.00	\$ 10,000.00
H	Site Concrete (including sidewalk, curb, sidewalk repair, amenity pads, stairs, and handicap ramps)	1	LS	\$ 40,435.50	\$ 40,435.50	\$ 38,000.00	\$ 38,000.00
I	Electrical (including all labor, materials, connections, wiring, conduit, boring, and miscellaneous items required to construct and serve site outlets and irrigation. Does not include any materials or servicing associates with sight lighting.)	1	LS	\$ 19,250.00	\$ 19,250.00	\$ 24,000.00	\$ 24,000.00
J	Potable Water (including all labor, materials, meters, connections, and tap fees associated with serving and installing the irrigation system. Also includes service and connection to water fountain. Does not include water fountain equipment or installation.)	1	LS	\$ 12,760.00	\$ 12,760.00	\$ 13,000.00	\$ 13,000.00
K	Landscaping (including all site stabilization, mowing, mulching, and planting of all plants, shrubs, grasses, groundcover, and trees)	1	LS	\$ 19,783.50	\$ 19,783.50	\$ 20,000.00	\$ 20,000.00
L	Storm Drainage (including labor & materials for installation of catch basin, storm piping, and connection to existing drainage system)	1	LS	\$ 12,960.00	\$ 12,960.00	\$ 18,000.00	\$ 18,000.00
M	Park Amenities (includes installation only of park benches, trash receptacles, bike racks, water fountain, and dog waste station. Equipment purchase by City.)	1	LS	\$ 2,295.00	\$ 2,295.00	\$ 3,000.00	\$ 3,000.00
N	Remaining Work (includes equipment, labor and materials necessary to complete all other improvements per the project plans and specifications. Items include, but are not limited to, pavement striping, signage, and traffic control.)	1	LS	\$ 8,500.00	\$ 8,500.00	\$ 25,000.00	\$ 25,000.00
Total Lump Sum Base Bid					\$ 301,559.00		\$ 384,000.00
Additive Alternate No. 1							
#1	City Gateway Signage (Wet Version)	1	LS	\$ 68,510.00	\$ 68,510.00	\$ 31,000.00	\$ 31,000.00
Total Base Bid + Add Alt No. 1					\$ 370,069.00		\$ 415,000.00
Additive Alternate No. 2							
#2	City Gateway Signage - Alternate (Dry Version)	1	LS	\$ 52,560.00	\$ 52,560.00	\$ 30,000.00	\$ 30,000.00
Total Base Bid + Add Alt No. 1					\$ 354,119.00		\$ 414,000.00



This is to certify that the bids tabulated herein were publicly opened and read aloud at 2:00 pm on the 7th day of November, 2016, in the Morrystown City Hall, Training Room 100 West First North Street, Morrystown, TN 37814, and that said bids were accompanied by

SIGN IN SHEET

Morristown Farmers Market - Phase II

Morristown, Tennessee

Bid Opening: November 7, 2016, 2:00 p.m.

Morristown City Hall, 100 W. First North Street, Morristown, TN 37814

COMPANY	REPRESENTATIVE	CONTACT EMAIL ADDRESS
McGill Associates	Mike Greer	MGREER@MCGILLBILGIERE.COM
King Cont.	Nes Maiz	WMAIZ@LIVE.COM
Mark Sheen	S.D.M.	
Mert Const. Inc.	Carol Gonzalez	thecustice@meritconstruction.com
CITY OF MORRISTOWN	PAUL B. BARN	pbarn@morristown.gov
City of Morristown	Don Barnard	barnard@morristown.com
City of Morristown	Don "Buddy" Fildes	dfildes@morristown.com

BID SUMMARY

Morristown Farmer's Market - Phase II
Morristown, Tennessee

Bid Opening: November 7, 2016 at 2:00 p.m.

CONTRACTOR	BASE BID	ADDITIVE ALTERNATE NO. 1	ADDITIVE ALTERNATE NO. 2
Yule General Contractors, Inc.	\$301,559.00	\$68,510.00	\$52,500.00
MEET CONSTRUCTION, INC.	\$384,000.00	\$31,000.00	\$30,000.00

Memo

To: Mayor and City Council

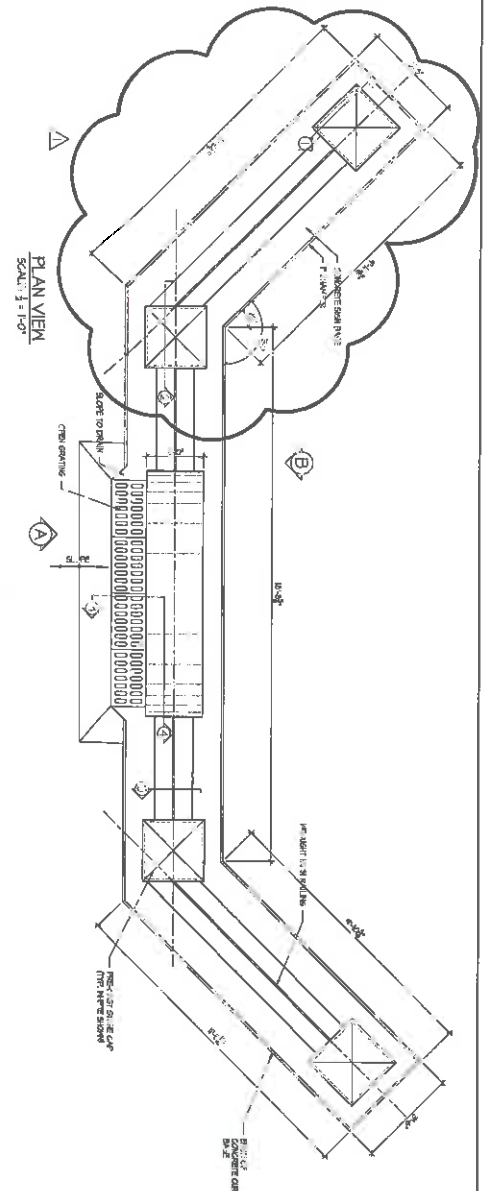
Date: November 11, 2016

Re: City Gateway Sign

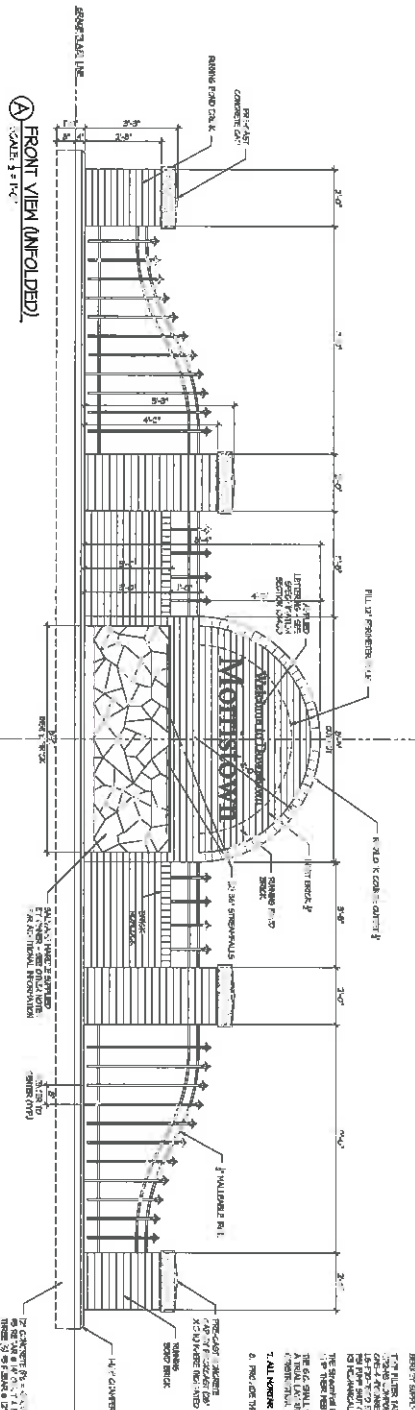
The differences in the appearance of the two signs, one with a water feature and one without, lies in the central portion of the structure. The water feature version includes the old city hall marble on the lower half as a textural element for the water to cascade over whereas the example without the water element allows a larger area for the marble starting at the top of the sign face as a backdrop for the lettering.

The only primary difference is that the removal of the water element allows for significantly larger lettering, increasing the prominence of the sign message.

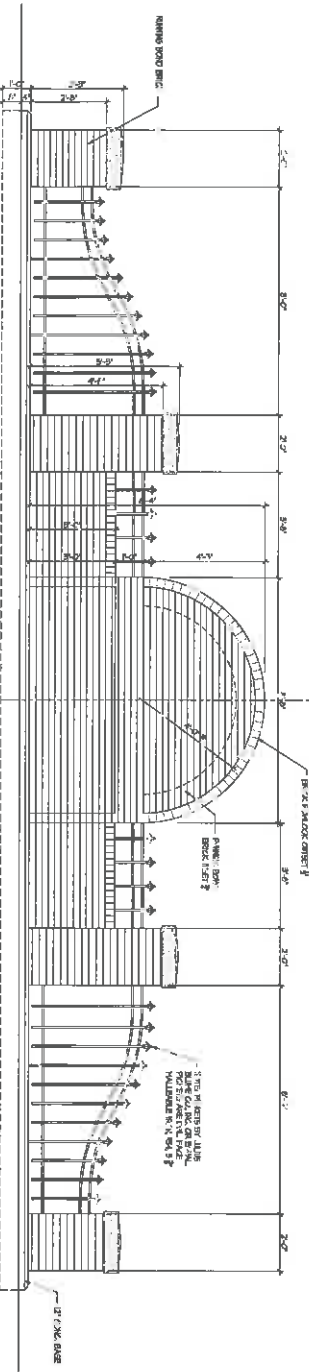
James E. Fuller
Fuller Architects



PLAN VIEW
SCALE: 1/8" = 1'-0"



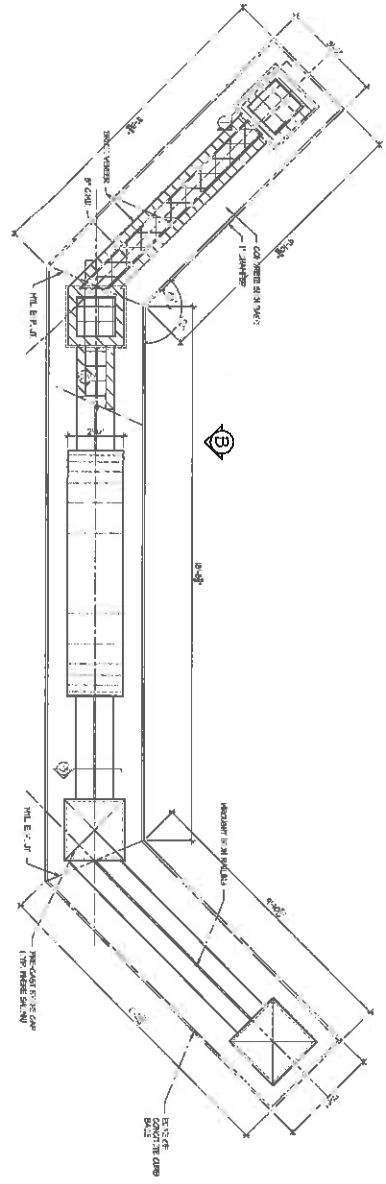
FRONT VIEW (UNFOLDED)
SCALE: 1/8" = 1'-0"



REAR VIEW (UNFOLDED)
SCALE: 1/8" = 1'-0"

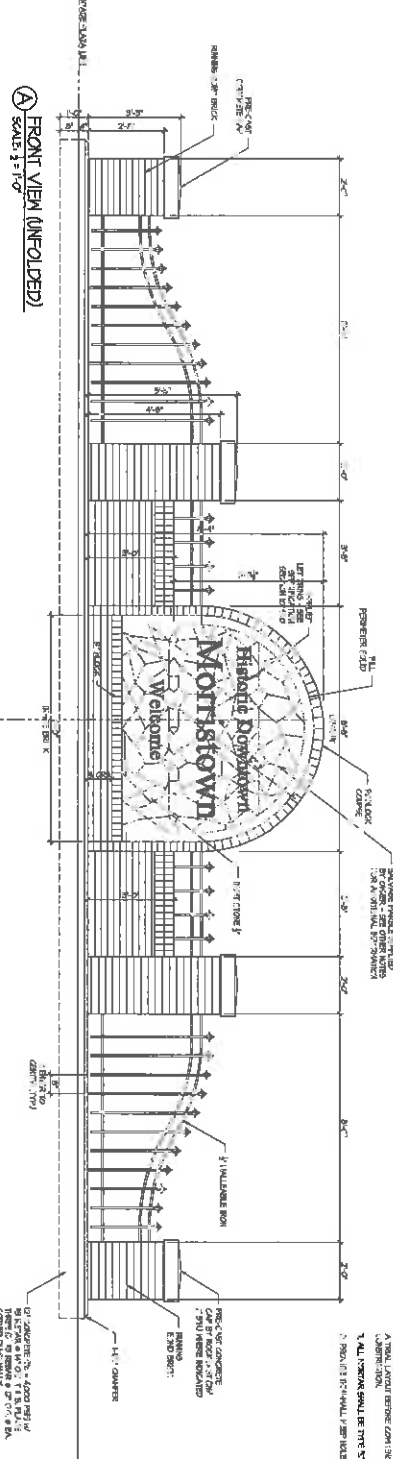
GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. THE CITY OF MORRISTOWN IS PROVIDING THE LAND AND THE CITY ENGINEER IS PROVIDING THE PERMITS AND THE CITY ENGINEER IS PROVIDING THE PERMITS AND THE CITY ENGINEER IS PROVIDING THE PERMITS.
3. THE CITY OF MORRISTOWN IS PROVIDING THE LAND AND THE CITY ENGINEER IS PROVIDING THE PERMITS AND THE CITY ENGINEER IS PROVIDING THE PERMITS AND THE CITY ENGINEER IS PROVIDING THE PERMITS.
4. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF MORRISTOWN SPECIFICATIONS.
6. THE CITY OF MORRISTOWN IS PROVIDING THE LAND AND THE CITY ENGINEER IS PROVIDING THE PERMITS AND THE CITY ENGINEER IS PROVIDING THE PERMITS AND THE CITY ENGINEER IS PROVIDING THE PERMITS.
7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF MORRISTOWN SPECIFICATIONS.
8. THE CITY OF MORRISTOWN IS PROVIDING THE LAND AND THE CITY ENGINEER IS PROVIDING THE PERMITS AND THE CITY ENGINEER IS PROVIDING THE PERMITS AND THE CITY ENGINEER IS PROVIDING THE PERMITS.
9. THE CITY OF MORRISTOWN IS PROVIDING THE LAND AND THE CITY ENGINEER IS PROVIDING THE PERMITS AND THE CITY ENGINEER IS PROVIDING THE PERMITS AND THE CITY ENGINEER IS PROVIDING THE PERMITS.
10. THE CITY OF MORRISTOWN IS PROVIDING THE LAND AND THE CITY ENGINEER IS PROVIDING THE PERMITS AND THE CITY ENGINEER IS PROVIDING THE PERMITS AND THE CITY ENGINEER IS PROVIDING THE PERMITS.

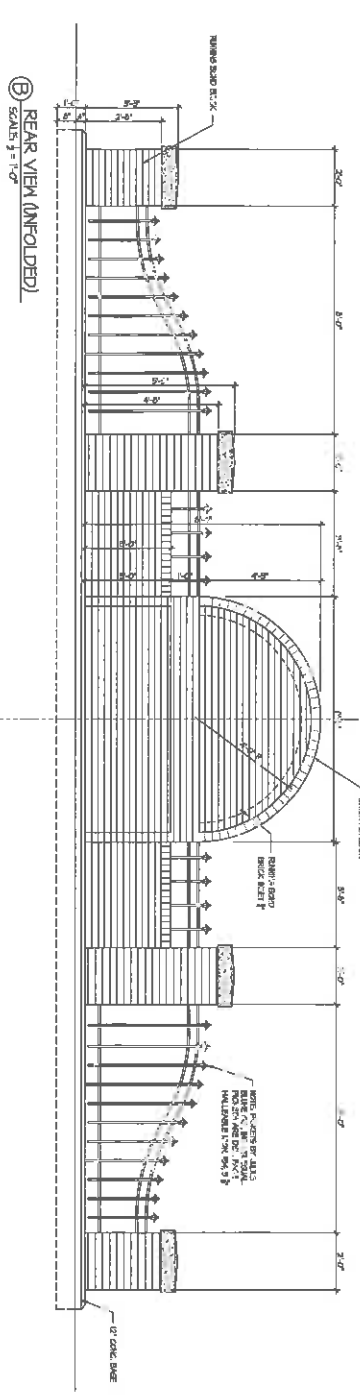


PLAN VIEW
SCALE 1/8" = 1'-0"

FRONT VIEW (UNFOLDED)
SCALE 1/8" = 1'-0"



REAR VIEW (UNFOLDED)
SCALE 1/8" = 1'-0"



- GENERAL NOTES**
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. THE SIGN SHALL BE MADE OF ALUMINUM OR GALVALUME WITH A FINISH OF POLYESTER POWDER COATING.
 3. THE SIGN SHALL BE MOUNTED ON A STRUCTURE OF STEEL OR ALUMINUM.
 4. THE SIGN SHALL BE ILLUMINATED BY LED LIGHTS.
 5. THE SIGN SHALL BE MAINTAINED IN GOOD CONDITION AT ALL TIMES.
 6. THE SIGN SHALL BE REMOVED AND REPLACED AS NECESSARY.
 7. ALL WORKMAN SHALL BE IN ACCORDANCE WITH THE CITY OF MORRISTOWN.
 8. THE SIGN SHALL BE INSTALLED BY THE CITY OF MORRISTOWN.
 9. THE SIGN SHALL BE MAINTAINED BY THE CITY OF MORRISTOWN.
 10. THE SIGN SHALL BE REMOVED AND REPLACED AS NECESSARY.



Morristown City Council Agenda Item Summary

Date: November 8, 2016

Agenda Item: Approval of Request for Proposal – Athletic Team Picture Rights

Prepared by: Joey Barnard

Subject: Athletic Team Picture Rights

Background/History: The Morristown Parks and Recreation Department leads several community sports including baseball, softball, and basketball. Parks and Recreation enhances these programs for community participants by staffing a vendor that photographs each team member and the team as a whole. These photographs are then available for purchase by the team members to commemorate their participation in their selected sport.

Findings/Current Activity: The Request for Proposal was advertised in the *Citizen Tribune* on October 25, 2016 and on November 1, 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 submission deadline was 10:00 AM on Tuesday, November 8, 2016. We received one (1) response.

Financial Impact: Approval of the proposal will have a positive financial impact for the City of Morristown. The City will receive twenty (20) percent of net sales from this service.

Action options/Recommendations: It is staffs' recommendation to approve The Request for Proposal submitted by Lifetouch and to allow Tony Cox, City Administrator to enter into contract negotiations.

Attachments: None.



Morristown City Council Agenda Item Summary

Date: November 9, 2016

Agenda Item: Change Order #1 AllStar Construction

Prepared by: Joey Barnard, Finance Director

Subject: Demolition of Houses

At its November 1, 2016 meeting, Council approved the bids for the razing of dilapidated buildings and for the city administrator to enter into contract with the two bidders. Due to certain issues, Elkin Rowe, Inc. is not able to raze the structure located at 805 Crescent Street. Thus, the city administrator only entered into contract with Elkin Rowe, Inc. for four (4) structures totaling \$18,175.00. The city administrator had already entered into contract with AllStar Construction to raze the five (5) structures that were approved by Council. AllStar Construction has agreed to raze the structure located at 805 Crescent Street at AllStar's original bid amount. Therefore, staff is seeking approval of Council for Change Order #1 with AllStar Construction to raze the structure in the amount of \$5,381.90. This brings AllStar Construction's total contract to \$31,860.03. Funds have been budgeted to cover this expenditure.

All Star Construction & Demolition, LLC
223 Euclid Ave.
Morristown, TN 37813
423-353-1356

CHANGE ORDER

All Star Construction & Demolition, LLC
223 Euclid Ave
Morristown, TN 37813

CO #: 1

DATE: 11/10/16

Demolition of Property

QTY	DESCRIPTION	PRICE	TOTAL AMOUNT
1	Change Order – 805 Crescent Street	\$5,381.90	\$5,381.90
	Original Contract Amount		\$26,478.13
	New Contract Amount		\$31,860.03

This change order becomes part of and in conformance with the existing contract.

Owner

Signature: _____

Title: _____

Date of Acceptance: _____

Contractor

Signature: Dennis J. Kendry

Title: Owner

Date of Acceptance: 11/10/16



Morristown City Council Agenda Item Summary

Date: November 9, 2016

Agenda Item: Change Order #1 - Trifecta Services Company (formerly NorthStar Inc.)

Prepared by: Joey Barnard, Finance Director

Subject: Demolition of Structures on Morristown College Site

At its July 11, 2016 meeting, Council approved to enter into contract with Trifecta Services Company (formerly NorthStar Demolition and Remediation, LP) to raze the structures located at the Morristown College site. As discussed at that point and time, one of the challenges that the City of Morristown was facing was the fact that an asbestos survey had not been conducted. This is due to the fact that the City of Morristown did not own the site and could not obtain permission for the purpose of conducting an asbestos survey. It was brought to the attention of Council that the bid amount of \$707,400 was a base bid and could certainly change pending the results of an asbestos survey and the results therein. Trifecta included this communication (page 70 in the July 11, 2016 Council packet) with the submission of the contract.

Whereas, the City of Morristown has now obtained ownership of the Morristown College site and the asbestos survey has been completed, a change order has become necessary. While Trifecta correctly identified presumed asbestos-containing materials (PACMs), unfortunately, the asbestos survey identified other building materials that contained asbestos. Specifically, asbestos materials were found in the administration building and in one of the dorm buildings. Due to the fact that asbestos materials were presented in these structures, and due to the condition of these structures, all materials associated with these two buildings must be treated as asbestos-containing material. This is the greatest impact of the increased costs associated with Change Order #1. This change order increases the contract from \$707,400 to \$981,775. This is an increase of \$274,375.00. Even with this change order, the total is still the lowest of all proposals received that included total costs. It is staffs' recommendation to approve this change order.



Trifecta Services Company
6120 Brookshire Blvd. suite T
Charlotte, NC 28216

November 10, 2016

Via Email: Jbarnard@mymorristown.com

Joey Barnard
Finance Director
City of Morristown
100 West First North Street
Morristown, TN 37814

Re: Asbestos Change order for additional materials

Mr. Barnard,

This letter and attached change order form is to provide the City of Morristown pricing for the additional asbestos containing materials that were discovered during the intimal asbestos/demolition inspection. I have previously sent you the surveys that contain the results of the asbestos inspection. I have attached Trifecta's official change order for the increased quantities that were NOT included in our original bid.

Should you have any questions please do not hesitate to call or email.

Thank you,

Joe Stritmatter
Trifecta Services Companies
6120 Brookshire Blvd, Suite T
Charlotte, NC 28216



6120 Brookshire Blvd
Suite T
Charlotte, NC 28216
(704) 900-1977
Phone
(704) 900-1975 Fax
www.trifectainc.com
NC License # 75369

CONTRACT CHANGE ORDER

1. FROM: (CONTRACTOR) Trifecta Services Company	2. CONTRACT INFORMATION: Demolition of Former Morristown College	3. CHANGE No. 1
--	---	--------------------

4. TO: (CLIENT) Joey Barnard Finance Director City of Morristown 100 West First North Street Morristown, TN 37814	5. DESCRIPTION OF WORK AND PROJECT LOCATION Additional Asbestos materials per Summit Survey
--	--

6. DESCRIPTION OF CHANGE:		
Quantity		Total
Flooring	1500 sf	\$ 3,300.00
Flooring and Mastic	20000 sf	\$ 55,000.00
Ceiling Texture	20000 sf	\$ 110,000.00
Fume Hoods	100 sf	\$ 2,200.00
TSI	430 lf	\$ 9,460.00
Boiler Insulation	400 sf	\$ 22,000.00
Bldg E RACM	82 loads	\$ 56,170.00
Cleaning for RACM	35200	\$ 35,200.00
Admin Bldg RACM	82 loads	\$ 56,170.00
Windows	50	\$ 6,875.00
		\$ 356,375.00
	ACM Allowance	\$ (78,000.00)
	C&D Credit	\$ (34,000.00)
	Add Air Monitoring	\$ 30,000.00
	Delta	\$ 274,375.00

*Cleaning for RACM consists of cleaning of all concrete and brick to reduce costs of disposal

*Our cost for disposal of RACM per load is inclusive of T&D and also lining and wrapping of each load.

MATERIAL	<input checked="" type="checkbox"/>	PROPOSAL/SCOPE OF WORK - CHANGE IN CONTRACT	CALENDAR DAYS INCREASE:	30
(ATTACH ADDITIONAL SHEETS AS NECESSARY)				
PREVIOUS CONTRACT AMOUNT:	<input checked="" type="checkbox"/>	INCREASE	DECREASE	REVISED CONTRACT AMOUNT:
\$707,400.00		\$274,375.00		\$981,775.00
* None To Date				
THROUGH CHANGE No.:	NTD*			

SCHEDULE OF CHANGED CONTRACT QUANTITIES AND UNIT PRICES

ITEM NO.	DESCRIPTION	TOTAL QUANTITY	UNIT PRICE	TOTAL AMOUNT
01	Additional Asbestos materials, trucking, disposal and cleaning	1	\$ -	\$ 356,375.00
02	Credit for Asbestos materials previously included in bid	1	\$ -	\$ (78,000.00)
03	Credit for Construction debris that was included in buildings that are now RACM	1	\$ -	\$ (34,000.00)
04	Additional Air monitoring required from additional Asbestos materials found	1	\$ -	\$ 30,000.00
05				\$ -
06				\$ -
07				\$ -
08				\$ -
09				\$ -
TOTAL				\$274,375.00

EXCEPT AS HEREIN MODIFIED, ALL TERMS AND CONDITIONS OF SAID CONTRACT AS HERETOFORE MODIFIED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT THE FOREGOING CHANGE IN CONTRACT AMOUNT CONSTITUTES A MUTUAL ACCORD AND SATISFACTION FOR ALL CHANGES IN THE CONTRACT AS SET FORTH IN THIS CHANGE ORDER

THE FOREGOING MODIFICATION IS HERE BY ACCEPTED: (CLIENT): City of Morristown	THE FOREGOING MODIFICATION IS HERE BY ACCEPTED: (CONTRACTOR): Trifecta Services Company
BY: _____	BY: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

NOTE: SIGN AND RETURN ORIGINAL AND COPIES: RETAIN ONE COPY FOR YOUR FILE



Send No 14-071-869

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

Project Title/Termini: Resurfacing of Agricultural Park Blvd. from Witt Foundry Rd. to RR Bridge

Owner: Town of White Pine

PIN: 115261.00

Address: 1548 Main Street

State Project No.: 45LPLM-F3-021

White Pine, TN 37890

Federal Project No.: STP-M-4500(26)

Date Prepared: 7/26/2016

Contract No.: CNV708

County: Jefferson

Whereas, we APAC-Atlantic, Inc. with Liberty Mutual Insurance Co., as a Surety, entered into a contract with Town of White Pine, 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:

report final quantities via summary change order.

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
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$

Bid Contract Amount: \$89,229.25

Current Change Order: \$(8,969.13)

Approved Change Orders: \$0

Pending Change Orders: \$0

Total Change Orders to Date: \$(8,969.13)

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

Project Title/Termini: <u>Resurfacing of Agricultural Park Blvd. from Witt Foundry Rd. to RR Bridge</u>			
Owner:	<u>Town of White Pine</u>	PIN:	<u>115261.00</u>
Address:	<u>1548 Main Street</u>	State Project No.:	<u>45LPLM-F3-021</u>
	<u>White Pine, TN 37890</u>	Federal Project No.:	<u>STP-M-4500(26)</u>
Date Prepared:	<u>7/26/2016</u>	Contract No.:	<u>CNV708</u>
		County:	<u>Jefferson</u>

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:  8-10-16
Engineer/CEI Date

Approved By:

By:  8-15-16
Contractor Date
LIBERTY MUTUAL INSURANCE COMPANY

By:  8/16/16
Surety TINA DAVIS, ATTORNEY-IN-FACT Date

By:	Owner	Date	Owner	Date
	Morristown		White Pine	

Approved for Eligibility:

By:  8-11-16
Local Programs Planner Date

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

Project title/Termini: Resurfacing of Agricultural Park Blvd. from Witt Foundry Rd. to RR Bridge

Owner: Town of White Pine

PIN: 115261.00

Address: 1548 Main Street

State Project No.: 45LPLM-F3-021

White Pine, TN 37890

Federal Project No.: STP-M-4500(26)

Date Prepared: 7/26/2016

Contract No.: CNV708

County: Jefferson

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	2.2	0	-2.2	\$575.00	(\$1265.00)
411-01.07	ACS MIX (PG64- 22) GRADING E SHOULDER	TON	237	228.74	-8.26	\$83.75	(\$691.78)
411-01.10	ACS MIX (PG64- 22) GRADING D	TON	430	428.94	-1.06	\$96.00	(\$101.76)
415-01.02	COLD PLANING BITUMINOUS PAVEMENT	SY	775	217.13	-557.87	\$8.00	(\$4462.96)
705-02.02	SINGLE GUARDRAIL (TYPE) 2	LF	100	12.5	-87.5	\$20.75	(\$1815.63)
706-01	GUARDRAIL REMOVED	LF	50	131.25	+81.25	\$1.00	\$81.25
712-06	SIGNS (CONSTRUCTION)	SF	128	120	-8	\$7.50	(\$60.00)
716-02.06	PLASTIC PAVEMENT MARKING (STOP LINE)	LF	102	39	-63	\$12.75	(\$803.25)
716-13.01	SPRAY THERMO PVMT MRKNG (4IN LINE)	LM	1.7	1.76	+0.06	\$2500.00	\$150.00
TOTAL							(\$8969.13)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7407911

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire; that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts; and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Linda Lee Nipper, Lindsey Plattner, Lisa Hall, Tina Davis

all of the city of Salt Lake City, state of UT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver for and on its behalf as surety and as its act and deed any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of June, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 30th day of June, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
I am a member of the Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows.

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

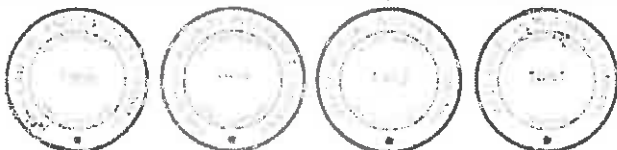
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16TH day of AUGUST, 20 16.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Bond No. 14-071-870

Supplemental Agreement and/or Request for Construction Change Change Order Request # 3

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: 8/03/2016 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:
report final quantities via summary change order.

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
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$

Bid Contract Amount: \$150,938.20

Current Change Order: \$(3,198.46)

Approved Change Orders: \$14,400.00

Pending Change Orders: \$0

Total Change Orders to Date: \$11,201.54

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 3**


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:	8/03/2016	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:  8/10/16
Engineer/CEI Date

Approved By:

By:  8-15-16
Contractor Date
LIBERTY MUTUAL INSURANCE COMPANY

By:  8/16/16
Surety TINA DAVIS, ATTORNEY-IN-FACT Date

By:	Owner	Date	Owner	Date
	Morristown		Jefferson City	

Approved for Eligibility:

By:  8-11-16
Local Program Planner Date

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 3**

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: 8/03/2016

Contract No.: CNV913

County: Jefferson

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
307-01.08	ASPHALTIC CONCRETE MIX (PG64-22) BM2	TON	96	67.64	-28.36	\$150.00	(\$4254.00)
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	4.7	0	-4.7	\$575.00	(\$2702.50)
411-01.07	ACS MIX (PG64-22) GRADING E SHOULDER	TON	149	187.85	+38.85	\$87.50	\$3399.38
411-01.10	ACS MIX (PG64-22) GRADING D	TON	764	948.72	+184.72	\$98.50	\$18194.92
415-01.02	COLD PLANING BITUMINOUS PAVEMENT	SY	4822	4571.58	-250.42	\$2.75	(\$688.66)
701-01.10	CONCRETE SIDEWALK (4" REPAIR)	SF	1000	684	-316	\$12.75	(\$4029.00)
701-02.01	CONCRETE HANDICAP RAMP (RETROFIT)	SF	38	0	-38	\$100.00	(\$3800.00)
712-06	SIGNS (CONSTRUCTION)	SF	488	400	-88	\$7.50	(\$660.00)
716-02.01	PLASTIC PAVEMENT MARKING (4IN LINE)	LM	1.857	0	-1.857	\$2600.00	(\$4828.20)
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	LF	276	251	-25	\$9.50	(\$237.50)
716-13.01	SPRAY THERMO PVMT MRKNG (4IN LINE)	LM	2.5	2.54	+0.04	\$2100.00	\$84.00
716-13.04	SPRAY THERMO PVMT MRKNG (4IN DOTTED LINE)	LF	270	92	-178	\$1.05	(\$186.90)
730-14.02	SAW SLOT	LF	350	0	-350	\$7.85	(\$2747.50)
730-14.03	LOOP WIRE	LF	990	0	-990	\$0.75	(\$742.50)
TOTAL							(\$3198.46)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7407910

American Fire and Casualty Company
The Ohio Casualty Insurance Company

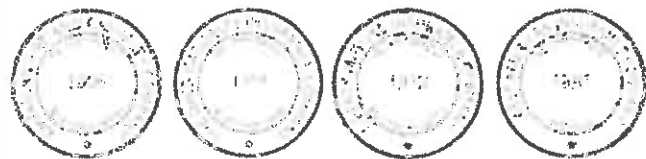
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

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all of the city of Salt Lake City state of UT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of June, 2016



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 30th day of June, 2016, before me personally appeared David M. Carey who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 29, 2017
Member: Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16TH day of AUGUST, 2016



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Return to Agenda

343 of 790



Morristown City Council Agenda Item Summary

Date: November 9, 2016

Agenda Item: Copier Lease

Prepared by: Joey Barnard, Finance Director

Subject: Copier Lease – State Contract

It is the practice of the City of Morristown to lease copiers for departments. Currently, the City of Morristown has thirteen (13) leased copiers. Departments utilize copiers for copying, scanning, faxing, and printing. By networking the copiers, savings in operating costs are realized by reducing the number of desktop printers. Additionally, maintenance and toner were included in the lease agreement further reducing operating costs.

The current copier lease agreement recently expired. In examining its options, staff recommends to lease contracts off of state contract. Thus, the purchase order for the 2016-17 fiscal year is presented. The change in this lease agreement will result in a cost savings of approximately \$15,000 per year.

**CITY OF MORRISTOWN**

PURCHASING DIRECTOR

P.O. Box 1499

Morristown, TN 37815-0847

Phone: (423) 585-4822 Fax: (423) 585-4887

Purchase Order

Fiscal Year 2017

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES
PACKAGES AND SHIPPING PAPERS.Purchase Order # **17001269-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
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r****CANON SOLUTIONS AMERICA, INC**
300 COMMERCE SQUARE BLVD**BURLINGTON, NJ 08016****S
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o****City of Morristown**
400 Dice Street
ccummings@mymorristown.com
Morristown, TN 37813

Vendor Phone Number 800-323-4827		Vendor Fax Number		Requisition Number 17001444		Delivery Reference/Contact CASEY CUMMINGS			
Date Ordered 11/10/16		Vendor Number 006727		Date Required		Interoffice Delivery		Department/Location 41610	
Item#	Description/Part No.				Qty/Unit	Cost Each		Extended Price	
001	ORIGINAL				6.00 Each	151.35000		908.10	
	MAYOR/ADMIN COPIER LEASE								
	The Above Line Item Is For Department:					41100			
	41100-533					454.05			
	41200-533					454.05			
002					6.00 Each	93.39000		560.34	
	TAX OFFICE COPIER LEASE								
	The Above Line Item Is For Department:					FINANCE			
	41530-533					560.34			
003					6.00 Each	151.35000		908.10	
	HUMAN RESOURCES/FINANCE COPIER LEASE								
	The Above Line Item Is For Department:					41650			
	41530-533					454.05			
	41650-533					454.05			
004					6.00 Each	93.39000		560.34	
	PLANNING/GIS/CODES COPIER LEASE								
	The Above Line Item Is For Department:					41700			
	41700-533					186.78			
	41710-533					186.78			
	41810-533					186.78			
005					6.00 Each	93.39000		560.34	
	POLICE ADMINISTRATION COPIER LEASE								

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

Authorized Signature

[Return to Agenda](#) 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 2017

Page 2

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERSPurchase
Order #**17001269-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
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300 COMMERCE SQUARE BLVD

BURLINGTON, NJ 08016

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

Vendor Phone Number		Vendor Fax Number		Requisition Number	Delivery Reference/Contact	
800-323-4827				17001444	CASEY CUMMINGS	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location	
11/10/16	006727				41610	
Item#	Description/Part No.			Qty/Unit	Cost Each	Extended Price
006	The Above Line Item Is For Department:				42110	
	42110-533				560.34	
				6.00	93.39000	560.34
				X		
007	*POLICE TRAINING* COPIER LEASE				42120	
	The Above Line Item Is For Department:					
	42120-533				560.34	
				6.00	133.94000	803.64
				Each		
008	*POLICE INVESTIGATIONS* COPIER LEASE				42130	
	The Above Line Item Is For Department:					
	42130-533				803.64	
				6.00	93.39000	560.34
				Each		
009	*NARCOTICS* COPIER LEASE				42170	
	The Above Line Item Is For Department:					
	42171-533				560.34	
				6.00	133.94000	803.64
				EACH		
010	*FIRE ADMINISTRATION* COPIER LEASE				42210	
	The Above Line Item Is For Department:					
	42210-533				803.64	
				6.00	88.06000	528.36
				Each		
011	*FIRE STATION 1* COPIER LEASE				42240	
	The Above Line Item Is For Department:					
	42240-533				528.36	
				6.00	93.39000	560.34
				Each		
	INSPECTIONS COPIER LEASE					

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

Authorized Signature

[Return to Agenda](#) Date

**CITY OF MORRISTOWN**

PURCHASING DIRECTOR

P.O. Box 1499

Morristown, TN 37816-0647

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

Purchase Order

Fiscal Year 2017

Page 3

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300 COMMERCE SQUARE BLVD

BURLINGTON, NJ 08016

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

Vendor Phone Number 800-323-4827		Vendor Fax Number		Requisition Number 17001444		Delivery Reference/Contact CASEY CUMMINGS			
Date Ordered 11/10/16		Vendor Number 006727		Date Required		Interoffice Delivery		Department/Location 41610	
Item#	Description/Part No.				Qty/Unit	Cost Each		Extended Price	
012	The Above Line Item Is For Department:					42400			
	42400-533				560.34				
					6.00	133.94000		803.64	
					Each				
013	*PUBLIC WORKS* COPIER LEASE					43110			
	The Above Line Item Is For Department:								
	43110-533				803.64				
					6.00	93.39000		560.34	
					Each				
014	*PARKS & REC* COPIER LEASE					PR Superv.			
	The Above Line Item Is For Department:								
	44410-533				560.34				
					6.00	133.94000		803.64	
					EACH				
015	*ENGINEERING* COPIER LEASE								
	41800-533				803.64				
					6.00	90.00000		540.00	
					Each				
016	*MAYOR/ADMIN* COLOR COPY USAGE					41100			
	The Above Line Item Is For Department:								
	41100-533				270.00				
	41200-533				270.00				
					6.00	135.00000		810.00	
					Each				
017	*TAX OFFICE* COLOR COPY USAGE					FINANCE			
	The Above Line Item Is For Department:								
	41530-533				810.00				
					6.00	250.00000		1,500.00	
					Each				
	HUMAN RESOURCES/FINANCE COLOR COPY								

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

Authorized Signature

Return to Agenda Date

**CITY OF MORRISTOWN**

PURCHASING DIRECTOR

P.O. Box 1499

Morristown, TN 37816-0647

Phone: (423) 585-4822 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2017

Page 4

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #**17001269-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369**V
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300 COMMERCE SQUARE BLVD

BURLINGTON, NJ 08016

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City of Morristown

400 Dice Street

ccummings@mymorristown.com

Morristown, TN

37813

Vendor Phone Number 800-323-4827		Vendor Fax Number		Requisition Number 17001444		Delivery Reference/Contact CASEY CUMMINGS			
Date Ordered 11/10/16		Vendor Number 006727		Date Required		Interoffice Delivery		Department/Location 41610	
Item#	Description/Part No.					Qty/Unit	Cost Each	Extended Price	
018	USAGE								
	The Above Line Item Is For Department:						41650		
	41530-533					750.00			
	41650-533					750.00			
						6.00			
						Each	20.00000	120.00	
019	*PLANNING/GIS/CODES* COLOR COPY								
	USAGE								
	The Above Line Item Is For Department:						41700		
	41700-533					40.00			
						40.00			
						40.00			
						6.00			
						Each	100.00000	600.00	
020	*POLICE ADMINISTRATION* COLOR COPY								
	USAGE								
	The Above Line Item Is For Department:						42110		
	42110-533					600.00			
						6.00			
						X	50.00000	300.00	
021	*POLICE TRAINING* COLOR COPIER USAGE								
	The Above Line Item Is For Department:						42120		
	42120-533					300.00			
						6.00			
						Each	150.00000	900.00	
022	*POLICE INVESTIGATIONS* COLOR COPY								
	USAGE								
	The Above Line Item Is For Department:						42130		
	42130-533					900.00			
						6.00			
							80.00000	480.00	

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

Authorized Signature

Return to Agenda 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 2017

Page 5

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

Purchase Order # **17001269-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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CANON SOLUTIONS AMERICA, INC
300 COMMERCE SQUARE BLVD

BURLINGTON, NJ 08016

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

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
800-323-4827			17001444	CASEY CUMMINGS	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/10/16	006727				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
023	*NARCOTICS* COLOR COPY USAGE The Above Line Item Is For Department: 42171-533		Each 480.00	42170	
			6.00 EACH	130.00000	780.00
024	*FIRE ADMINISTRATION* COLOR COPY USAGE The Above Line Item Is For Department: 42210-533		780.00	42210	
			6.00 EACH	200.00000	1,200.00
025	*INSPECTIONS* COLOR COPY USAGE The Above Line Item Is For Department: 42400-533		1,200.00	42400	
			6.00 EACH	30.00000	180.00
026	*PUBLIC WORKS* COLOR COPY USAGE The Above Line Item Is For Department: 43110-533		180.00	43110	
			6.00 EACH	200.00000	1,200.00
027	*PARKS & REC* COLOR COPY USAGE The Above Line Item Is For Department: 44410-533		1,200.00	PR Superv.	
			6.00 EACH	20.00000	120.00
	ENGINEERING COLOR COPY USAGE 41800-533		120.00		

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

Authorized Signature

[Return to Agenda](#)

Date

**CITY OF MORRISTOWN****PURCHASING DIRECTOR**

P.O. Box 1498

Morristown, TN 37815-0847

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

Purchase Order

Fiscal Year 2017

Page 6

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERSPurchase Order # **17001269-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
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300 COMMERCE SQUARE BLVD**BURLINGTON, NJ 08016****S
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o****City of Morristown**
400 Dice Street
ccummings@mymorristown.com
Morristown, TN 37813

Vendor Phone Number 800-323-4827		Vendor Fax Number		Requisition Number 17001444		Delivery Reference/Contact CASEY CUMMINGS			
Date Ordered 11/10/16		Vendor Number 006727		Date Required		Interoffice Delivery		Department/Location 41610	
Item#	Description/Part No.				Qty/Unit	Cost Each	Extended Price		
						PO Total	18,211.50		

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

Authorized Signature

Return to Agenda 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
ALTERNATE CITY JUDGE

DATE: November 11, 2016

The term of the Alternate City Judge will expire on December 2, 2016. This is a City council appointment, or re-appointment, scheduled for the November 15, 2016, City Council meeting.

City Judge

Term Expiring: Edward Sempkowski

This appointment is for a four (4) year term that will expire on December 2, 2020.