

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
NOVEMBER 7, 2017 – 5:00 P.M.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

John Freitag, Senior Chaplain, Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. October 17, 2017

6. PROCLAMATIONS/PRESENTATIONS

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

8. OLD BUSINESS

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

1. Ordinance No. 3591

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14 (Zoning and Land Use Control), Chapter 2, Chapter 10, Chapter 11, Chapter 16 and Chapter 26, regarding on and off premise beer sales.

9. NEW BUSINESS

9-a. Resolutions

9-b. Introduction and First Reading of Ordinances

9-c. Awarding of Bids/Contracts

1. Approval of Change Order No. 1 (Task Order No. 2) with Mattern & Craig, Inc., for the West Andrew Johnson Highway Road Project (right-of-way acquisition services) in the amount of \$8,500, bringing contract total from \$165,020 to \$173,520.
2. Approval of Change Order No. 1 with East Tennessee Turf and Landscape for the increase in volumes related to sinkhole remediation at the Morristown Regional Airport in the amount of \$11,175, bringing contract total from \$113,409 to \$124,584.
3. Approval of Inspection and Maintenance Agreement (I&M Agreement) between the City of Morristown and Cornerstone Academy, Inc., 260 Jacobs Road.
4. Approval of Purchase of a 2018 Dodge Durango AWD in the amount of \$26,092 and a 2018 Dodge 1500 Tradesman Regular Cab 4X4 in the amount of \$25,051 from TT of Columbia, via state contract, for the Inspections Department.
5. Approval of purchase of deicing salt from Cargill Incorporated, via statewide contract.

9-d. Board/Commission Appointments

1. City Council appointment or re-appointment to the Morristown-Hamblen Child Care Centers Board for a two (2) year term to expire November 20, 2019; term expiring Michelle Jones.

9-e. New Issues

1. Declaration of the following item as surplus property and authorizing the transfer to Lt. Tony Belisle upon retirement: One (1) 9mm Glock Model Serial # BAZB duty weapon.

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

Nov. 21, 2017	(Tues) 3:45 p.m.	Finance Committee Meeting
Nov. 21, 2017	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
Nov. 21, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Nov. 23-24, 2017	(Thursday & Friday)	City Employee's Holiday, Thanksgiving
Nov. 30, 2017	(Thursday) 7:00 p.m.	City Council Community Roundtable
		Panther Springs United Methodist Church
Dec. 5, 2017	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Dec. 5, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Dec. 19, 2017	(Tues) 3:45 p.m.	Finance Committee Meeting
Dec. 19, 2017	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
Dec. 19, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Dec. 25-26, 2017	(Monday & Tuesday)	City Employee's Holiday Christmas
January 1, 2017	(Monday)	City Employee's Holiday New Year's
January 2, 2017	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
January 2, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
January 15, 2017	(Monday)	City Employee's Holiday Martin Luther King Day
January 16, 2017	(Tues) 3:45 p.m.	Finance Committee Meeting
January 16, 2017	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
January 16, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
January 19, 2017	(Friday) 9 a.m. – 3 p.m.	Work Session – Mid-Year Council Planning
		Morristown Airport Conference Room

**WORK SESSION AGENDA
NOVEMBER 7, 2017**

1. BUILDING REHABILITATION.

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
OCTOBER 17, 2017**

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, October 17, 2017, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis, and Ken Smith, absent; Tommy Pedigo.

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

Councilmember Smith made a motion to approve the October 3, 2017, minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Mayor Chesney read and presented a retirement proclamation and service weapon to Lieutenant Tony Belisle. Chief Overholt presented a plaque from the Police Department to Lieutenant Belisle for his years of service.

A Public Hearing was held relating to Ordinance No. 3589 and the following people spoke: Evan McKinley, Garth Brown, Amy Whitworth, and Ashley Lodge.

Councilmember Garrett made a motion to approve Ordinance No. 3589 on second and final reading. Councilmember Bivens seconded the motion and upon roll call; Councilmembers Garrett, Bivens, Senter, Smith and Mayor Chesney voted "aye"; Councilmember Alvis voted "no".

Ordinance No. 3589

**Being an Ordinance of the City Council of Morristown, Tennessee
Amending Title 8 (Alcoholic Beverages), Chapter 2 (Beer) of the
Morristown Municipal Code.**

A Public Hearing was held relating to Ordinance No. 3590. No one spoke.

Councilmember Senter made a motion to approve Ordinance No. 3590 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3590

Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 16 (Streets and Sidewalks, Etc.) of the Morristown Municipal Code.

Councilmember Garrett made a motion to approve Ordinance No. 3591 on first reading and schedule a public hearing relative to final passage of said ordinance for November 7, 2017. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3591

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14 (Zoning and Land Use Control), Chapter 2, Chapter 10, Chapter 11, Chapter 16 and Chapter 26, regarding on and off premise beer sales.

Councilmember Alvis made a motion to approve the Tennessee Highway Safety Office (THSO) Grant AL-56133 in the amount of \$15,000 for overtime reimbursement to the Police Department for saturation patrol to combat impaired driving. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the Request for Qualification (RFQ) for East Morris Boulevard Rehabilitation Project and allow the City Administrator to negotiate a contract with Mattern & Craig based on the terms presented in the RFQ. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve the purchase for Police Department Covert Equipment from Advanced Covert Technology, Inc., in the amount of \$14,060. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the purchase for Police Department 10-8 Video HD4 Camera Systems from 10-8 Video, a sole source provider, in the amount of \$25,137. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Chesney appointed Melba Norfolk to the Morristown-Hamblen Humane Society to fill the remaining term of Stan Eversole who recently resigned.

Mayor Chesney adjourned the October 17, 2017, City Council meeting at 5:37 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

DRAFT

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Steve Neilson, Planning Director
DATE: October 17, 2017
SUBJECT: Text Amendment regulating on and off premise beer sales (2115-2017)

BACKGROUND:

The amendments to Title 8, Chapter 2 BEER of the City's Code of Ordinances currently before the City Council for second reading address who can sell beer and under what conditions. The proposed text amendment to the Zoning Ordinance address in what zoning districts beer sales would be allowed.

Staff is proposing to add two new uses to Section Chapter 2, 14-203 DEFINITIONS; Limited Service Restaurants and Microbreweries.

LIMITED SERVICE RESTAURANT is a restaurant which has gross revenue food sales of less than fifty percent (50%) of its total revenues which is allowed to serve beer. The limited service restaurant shall have a seating capacity of at least forty (40) people at tables and shall have a menu of prepared food available to patrons.

MICROBREWERY is a small brewery and/or restaurant engaged in the manufacture of beer or alcoholic content of not more than eight percent (8%) by weight, and which sells the aforesaid beer for consumption on the premises and/or off the premises, provided that the aggregate sales shall not exceed twenty-five thousand (25,000) barrels of beer annually. Said microbrewery shall have a seating capacity of at least forty (40) people.

Staff is also proposing to allow these uses as USES PERMITTED in the following commercial districts: the IB - Intermediate Business District, the CB - Central Business District, the TA - Tourist Accommodation District, and the PCD - Planned Commercial Development District.

Under the State's regulations (Title 57), there are no distance requirements for the sale of liquor or wine. Under Staff's proposed amendments to the Zoning Code, staff also did not include any distance requirements in an effort to put beer sales on a parallel footing with the State's requirements. Also, staff did not see that there was anything to be gained by restricting beer sales in certain areas where the State already allowed the sale of alcoholic beverages with a much high alcoholic content.

Proposed Districts:

CHAPTER 10 IB - INTERMEDIATE BUSINESS DISTRICT 14-1002 . USES PERMITTED

38. Limited Service Restaurants

43. Microbreweries

P.O. Box 1499 • Morristown, Tennessee 37816-1499 • Phone (423) 585-4620 • Fax (423) 585-4679

[Return to Agenda](#)

CHAPTER 11 CB - CENTRAL BUSINESS DISTRICT
14-1102 USES PERMITTED

38. Limited Service Restaurants
43. Microbreweries

CHAPTER 16 TA - TOURIST ACCOMMODATION DISTRICT
14-1602. USES PERMITTED

10. Limited Service Restaurants
12. Microbreweries

CHAPTER 26 PCD - PLANNED COMMERCIAL DEVELOPMENT DISTRICT
14-2603 - USES PERMITTED

24. Limited Service Restaurants
27. Microbreweries

The Planning Commission at its October 10th meeting voted 8 to 0 approve the proposed text amendments.

RECOMMENDATION:

Staff recommends approval of the proposed text amendment.

ORDINANCE NO. 3591

**BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE, AMENDING TITLE 14 (ZONING AND LAND USE
CONTROL) OF THE MORRISTOWN MUNICIPAL CODE**

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14 (Zoning and Land Use Control), Chapter 2, Chapter 10, Chapter 11, Chapter 16 and Chapter 26, regarding on and off premise beer sales be amended to state:

Chapter 2, 14-203 Definitions

Limited Service Restaurant is a restaurant which has gross revenue food sales of less than fifty percent (50%) of its total revenues which is allowed to serve beer. The limited service restaurant shall have a seating capacity of at least forty (40) people at tables and shall have a menu of prepared food available to patrons.

Microbrewery is a small brewery and/or restaurant engaged in the manufacture of beer or alcoholic content of not more than eight percent (8%) by weight, and which sells the aforesaid beer for consumption on the premises and/or off the premises, provided that the aggregate sales shall not exceed twenty-five thousand (25,000) barrels of beer annually. Said microbrewery shall have a seating capacity of at least forty (40) people.

Chapter 10 IB – Intermediate Business District

14-1002. Uses Permitted

38. Limited Service Restaurants

43. Microbreweries

Chapter 11 CB – Central Business District

14-1102. Uses Permitted

38. Limited Service Restaurants

43. Microbreweries

Chapter 16 TA – Tourist Accommodation District

14-1602. Uses Permitted

10. Limited Service Restaurants

12. Microbreweries

Chapter 26 PCT – Planned Commercial Development District

14-2603. Uses Permitted

24. Limited Service Restaurants

27. Microbreweries

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

Passed on first reading this the 17th day of October 2017.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Passed on second and final reading this the 7th day of November 2017.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Project Understanding

Based on the information provided, Mattern & Craig (ENGINEER) proposes the following general Scope of Services, Fee, and Schedule for the rehabilitation of W. Andrew Johnson Highway, from Walters Drive to Fairmont Avenue, in the City of Morristown (OWNER). In addition to the services described in Task Order 1 for this project, the ENGINEER will provide services for acquiring the necessary real estate for this project.

All services will be performed in accordance with the latest edition of the TDOT Local Government Guidelines for the Management of Federal and State Funded Transportation Projects.

Task 2A – Right-of-Way Services (R.O.W. Phase)

Task 2A.1 – R.O.W. Services

Acquire fee and construction easement areas from one tract (Free Service Tire), based on engineering drawings. If needed, provide appraisal and appraisal review for said tract.

Task 2 Deliverables: *Acquired property*

Schedule

<u>Task</u>	<u>Milestone</u>
Documentation of acquisition:	120 days following NTP (60 days if no appraisal needed)

Please note that Engineer has no control over internal FHWA and TDOT review processes as they relate to environmental approvals and the issuances of notices to proceed from the Local Programs office.

Fee and Expenses

<i>Task 2A – Right-of-Way Services (R.O.W. Phase)</i>	<i>\$8,500.00</i>
Total:	\$8,500.00

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the City of Morristown’s Engineers Joint Contract Documents Committee (EJCDC) Agreement: E-505, Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition. This exhibit is considered Task Order Number 002 for the above referenced contract. As used in the Agreement, “Engineer” shall refer to **Mattern & Craig, Inc.**, and “Owner” shall refer to the **City of Morristown, Tennessee**.

The Effective Date of Task Order 002 is November 8, 2016.

OWNER:

ENGINEER:

By: _____

By: Randy W. Beckner

Name: _____

Name: Randy W. Beckner, P.E.

Title: _____

Title: Chairman of the Board

Engineer License or

Firm's Certificate Number: PE# 101559

State of: Tennessee

DESIGNATED REPRESENTATIVE:

DESIGNATED REPRESENTATIVE:

By: _____

By: Jason Carder

Name: Paul Brown, RLS

Name: Jason Carder, P.E.

Title: Public Works Director

Title: Project Manager

Address:

P. O. Box 1499

Morristown, Tennessee 37816-1499

Address:

429 Clay Street

Kingsport, Tennessee 37660

E-mail Address:

pbrown@mymorristown.com

E-mail Address:

jacarder@matternandcraig.com

Phone: 423-585-4658

Phone: 423-245-4970

Fax: 423-586-4661

Fax: 423-245-5932



PO Box 3339, Johnson City, TN 37602

DATE: October 13, 2017
TO: Mr. Jason Carder, P.E.
Project Manager
Mattern & Craig
FROM: D. Phil Addison
TELICS – Manager - Right of Way Services
PROJECT: City of Morristown STP-M-9113(23)
Request for Budget Proposal – Acquire Fee, Construction Easement Areas, and Appraisal Services

Fee Schedule	
Scope of Work	Fee
Acquire Fee, Construction Easement Areas, and Appraisal Services	\$8,500 / tract

Project Estimates

Acquire Fee and Construction Easement Areas: $1 \times \$3,500 = \$3,500$

Appraisal and Appraisal Review: $1 \times \$5,000 = \$5,000$

Total TELICS Project Estimate: \$8,500

For the above estimated price TELICS will provide professional services to acquire easements, provide appraisal and appraisal review services to accommodate the proposed improvements as shown on the client furnished Engineering Drawings. Should the appraisal services not be required, the fees shall be adjusted accordingly. This estimate does NOT cover any sign or personal property moving cost. Estimate listed above is based upon one (1) tract.

DESCRIPTION:

Acquire Fee, Construction Easement Areas, and Appraisal Services

Acceptance of proposal terms:

Mattern & Craig

Signature

Date

Print Name & Title

SUPPLEMENTAL AGREEMENT/CHANGE ORDER #1

TAD PROJECT NO. 32-555-0160-17

DATE PREPARED: 10/30/17

OWNER: CITY OF MORRISTOWN, TN

CONTRACTOR: EAST TENNESSEE TURF & LANDSCAPE

ADDRESS: 100 WEST 1ST STREET
MORRISTOWN, TN 37816

715 WHITE OAK CIRCLE
MORRISTOWN, TN 37814

NAME AND LOCATION OF PROJECT: SINKHOLE REMEDIATION PROJECT
MORRISTOWN REGIONAL AIRPORT
MORRISTOWN, TN

DESCRIPTION OF WORK INCLUDED IN CONTRACT: REMEDIATION OF SINKHOLES ON RUNWAY 23 AREA

REASON FOR SUPPLEMENTAL AGREEMENT: Additional material required to complete remediation of developing sinkholes. See attached Project Line Item Quantities Change Order form.

ORIGINAL CONTRACT	\$	<u>113,409.00</u>
REVISED CONTRACT PREVIOUS CHANGE ORDERS	\$	<u>113,409.00</u>
AMOUNT THIS SUPPLEMENTAL AGREEMENT/CHANGE ORDER NO. 1	\$	<u>11,175.00</u>
LATEST REVISED CONTRACT THROUGH THIS SUPPLEMENTAL AGREEMENT	\$	<u>124,584.00</u>

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

CONTRACT PRICE		CONTRACT TIME	
<u>X</u>	NOT CHANGED	<u>X</u>	NOT CHANGED
	INCREASED BY: <u>\$ 11,175.00</u>		INCREASED BY: <u> </u> CALENDAR DAYS
	DECREASED BY: <u> </u>		DECREASED BY: <u> </u> DAYS

The foregoing is in accordance with the contract documents dated October 11, 2017 and listed below..

- A. The aforementioned change and work affected thereby are subject to all contract stipulations and covenants;
- B. The rights of the owner are not prejudiced; and
- C. All claims against the Owner which are incidental to or as a consequence of the aforementioned change are satisfied.

CONTRACTOR: EAST TENNESSEE TURF & LANDSCAPE

OWNER: CITY OF MORRISTOWN, TN

DATE: 10/30/2017

DATE:

ENGINEER: MICHAEL BAKER INTERNATIONAL, INC.

TENNESSEE AERONAUTICS DIVISION

DATE: 10/30/2017

DATE:

CHANGE ORDER #1 LINE ITEM QUANTITIES

Site: Morristown Regional Airport

Project Drainage Improvements and Sinkhole Remediation

Sinkhole Remediation Project

TAD Project No.: 32-555-0160-17

Contractor: East Tennessee Turf and Landscape

Item No.	Items Description	Unit	Plans Quantities	Adjusted Quantities	Quantities Difference	Unit Price	Price Difference
1	MOBILIZATION	LS	1	1	0.00	\$3,000.00	\$ -
2	UNCLASSIFIED EXCAVATION	CY	2650	2650	0.00	\$13.00	\$ -
3	GEOTEXTILE	SY	549	2225	1676.00	\$6.00	\$ 10,056.00
4	SHOT ROCK	TONS	237	280	43.00	\$35.00	\$ 1,505.00
5	No. 2 STONE	TONS	284	284	0.00	\$30.00	\$ -
6	No. 57 STONE	TONS	413	413	0.00	\$30.00	\$ -
7	DGA (COMPACTED IN PLACE)	CY	260	310	50.00	\$30.00	\$ 1,500.00
8	SOIL (COMPACTED IN PLACE)	CY	550	793	243.00	\$18.00	\$ 4,374.00
9	FLOWABLE FILL	CY	50	0	(50.00)	\$125.00	\$ (6,250.00)
10	LOW SLUMP 1,500 PSI CONCRETE	CY	16	0	(16.00)	\$110.00	\$ (1,760.00)
11	SEED AND STRAW	ACRE	2	3	0.50	\$4,000.00	\$ 2,000.00
12	SOD	SY	50	50	0.00	\$10.00	\$ -
13	SILT FENCE	LF	350	100	(250.00)	\$4.00	\$ (1,000.00)
14	WADDLES	LF	50	50	0.00	\$8.00	\$ -
15	CLASS A-3 RIPRAP	TONS	25	80	55.00	\$40.00	\$ 2,200.00
16	24" CLASS III RCP	LF	33	0	(33.00)	\$100.00	\$ (3,300.00)
17	4' SAFETY FENCE	LF	315	500	185.00	\$10.00	\$ 1,850.00
18				0		\$ -	\$ -
19				0		\$ -	\$ -
54				0		\$ -	\$ -

PROJECT LINE ITEM CHANGE ORDER TOTAL

\$ 11,175.00

Inspection and Maintenance Agreement

(I&M Agreement)

City of Morristown, TN

100 West 1st North Street

Morristown, TN 37814

(423) 581-0100

Inspection and Maintenance Agreement (I&M Agreement)

THIS AGREEMENT, made and entered into this 18th day of SEPTEMBER 2017, by and between Cornerstone Academy, Inc. hereinafter called the "Landowner", and
(Insert Full Name of Owner)
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as 260 Jacobs Road, Morristown,
TN 37813
Map 057, parcel 82.01 as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)
Hamblen County, TN, Deed Book 1351 Page 499, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as Cornerstone Academy, Inc.
(Name of Plan/Development)

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

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

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

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

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

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

3. The Landowner, its successors, and assigns, shall inspect the stormwater management/BMP facility and report to the City Engineer if any major repairs (i.e. structural) are necessary. The purpose of the inspection and reporting is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc and shall be performed at such times and such manner as to accomplish these objectives.
4. The Landowner, its successors, and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans or in the City's BMP guidelines, the Landowner, its successors, and assigns, shall adhere to the schedule.
5. The Landowner, its successors, and assigns, hereby grant an easement to the City, its authorized agents, and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The purpose of inspection may be to check the facility for proper functioning, to follow-up on reported deficiencies or repairs, to respond to citizen complaints, and/or to check for any other reasons the City deems necessary. If problems are observed, the City shall provide the Landowner, its successors, and assigns, copies of the inspection findings and a directive to commence with the repairs within a specified timeframe.
6. In the event the Landowner, its successors, and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the City, the City may enter upon the Property and take the steps necessary to correct deficiencies identified in the inspection report. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner, outside of the easement, for the stormwater management/BMP facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
7. In the event the City, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors, and assigns, shall reimburse the City upon demand, within sixty (60) days of receipt thereof, for two hundred percent (200%) of all actual costs incurred by the City hereunder.
8. If the Landowner fails to pay the City for two hundred percent (200%) of their incurred expenses within sixty (60) days of receipt of written notice, the Landowner authorizes the City to place a lien against the property in an amount equal to two hundred percent (200%) of said expenses.
9. If the Landowner fails to reimburse the City, as described above, the Landowner further authorizes the City to collect said expenses from the Landowner through other appropriate legal action, with the Landowner to be liable for the reasonable costs of collection, court costs, and attorney fees.

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

WITNESS the following signatures and seals:

Cornerstone Academy, Inc.

Company/Corporation/Partnership Name (Seal)

By: x [Signature]

x ROBERT F. BROWN
(Type Name)

x EXECUTIVE DIRECTOR
(Type Title)

State of Tennessee

County of Hamblen

The foregoing Agreement was acknowledged before me this 18th day of Sept., 2017.

by Robert F. Brown

L. Michelle Sanders
Notary Public

My Commission Expires 8/25/2020



Approved as to form:

[Signature] 9-19-17
City Attorney Date

Approved by the City:

Mayor 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 2018

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #**18000903-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
e
n
d
o
r**TT OF COLUMBIA
106 S. JAMES CAMPBELL

COLUMBIA, TN 38401**S
h
i
p
T
o**City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	18001000	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
10/31/17	006927				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	ORIGINAL		1.00 EACH	26092.00000	26,092.00
	DODGE DURANGO AWD FOR INSPECTIONS DEPARTMENT PER QUOTE # QWPQ3451 42400-971				26,092.00
002	DODGE 1500 TRADESMAN REGULAR CAB 4X4 TRUCK FOR INSPECTIONS DEPARTMENT PER QUOTE QWPQ3452 42400-971		1.00 EACH	25051.00000	25,051.00
				PO Total	51,143.00

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

Authorized Signature

Date

Authorized Signature

Return to Agency



Morristown City Council Agenda Item Summary

Date: October 24, 2017

Agenda Item: Bid – Deicing Salt

Prepared by: Joey Barnard, Finance Director

Subject: Deicing Salt

Background/History: The City of Morristown is preparing for the winter months ahead, particularly, snow removal. All avenues were explored to find lowest price on deicing salt. While deicing salt is listed on a Statewide Contract (SWC) provided by the State of Tennessee, Department of General Services Central Procurement Office, the City of Morristown also sought bids to determine if a lower price could be obtained. Sometimes the bid will yield a lower price compared to the SWC. The current rate for deicing salt on SWC is \$84.85 per ton, delivered. Please refer to Line Item 6 on the SWC contract.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on October 11, 2017, and October 13, 2017. Additionally, the bid was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was Tuesday, October 24, 2017, at 11:00 A.M. Two (2) bids were received.

Financial Impact: Funds have been appropriated in the 17-18 Fiscal Year Budget for deicing salt.

Action options/Recommendations: It is staffs' recommendation to reject all bids submitted and to purchase deicing salt via the Statewide Contract.

Attachments: Copy of the Bid Tabulation and Statewide Contract 507.

City of Morristown
Deicing Salt Bid Tabulation
Tuesday, October 24, 2017 11:00 AM

Bidder	Unit Price Delivered	Unit Price Pick-Up at Terminal
Cargill Deicing Technology	\$ 88.49	\$ 86.00
Compass Minerals	\$ 86.14	\$ 80.00
Morton Salt	No Bid	No Bid



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

Cargill Incorporated
402 Weatheridge Dr
Jackson, TN 38305

Vendor ID: 0000000582

Contract Number: 0000000000000000000054021

Title: SWC 507- Rock Salt

Start Date : June 01, 2017

End Date: May 31, 2019 with 1yr renewal option

Is this contract available to local government agencies in addition to State agencies?: Yes

Purchases by Local Government and Authorized Non-Profit Agencies (SWC) - T500

The purpose of this Invitation to Bid is to establish a source or sources of supply for all state agencies, local governmental agencies within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education charter in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401). Purchases by local governmental agencies, private institutions of higher education, and authorized corporations are optional with those agencies, private institutions of higher education, and corporations and offers to sell to local governmental agencies are optional with the bidder.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Jessica Starling
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-532-0352
Fax: 615-741-0684
Email: Jessica.Starling@tn.gov

Line Information

Line 1

Item ID: 1000177399

Rock Salt, TDOT Region1 Super District 2 (All Counties)

Unit of Measure: NS

Vendor Item/Part #: CAR-1

Manufacturer Item #:

Unit Price: \$ 82.46

Line 2

Item ID: 1000177400

Rock Salt, TDOT Region1 Super District 3 (All Counties)

Unit of Measure: NS

Vendor Item/Part #: CAR-2

Manufacturer Item #:

Unit Price: \$ 84.93

Line 3

Item ID: 1000177401

Rock Salt, TDOT Region4 Super District 10- Dyer

Unit of Measure: NS

Vendor Item/Part #: CAR-3

Manufacturer Item #:

Unit Price: \$ 82.46

Line 4

Item ID: 1000177402

Rock Salt, TDOT Region4 Super District 10- Lake

Unit of Measure: NS

Vendor Item/Part #: CAR-4

Manufacturer Item #:

Unit Price: \$ 80.85

Line 5

Item ID: 1000177403

Rock Salt, TDOT Region4 Super District 10- Obion

Unit of Measure: NS

Vendor Item/Part #: CAR-5

Manufacturer Item #:

Unit Price: \$ 80.71

Line 6

Item ID: 1000177404

Rock Salt, Non-TDOT Region1- All Counties

Unit of Measure: NS

Vendor Item/Part #: CAR-6

Manufacturer Item #:

Unit Price: \$ 84.85

Line 7

Item ID: 1000177405

Rock Salt, Non-TDOT Region4 Super District 10- Dyer

Unit of Measure: NS

Vendor Item/Part #: CAR-7

Manufacturer Item #:

Unit Price: \$ 81.62

Line 8

Item ID: 1000177406

Rock Salt, Non-TDOT Region4 Super District 10- Lake

Unit of Measure: NS

Vendor Item/Part #: CAR-8

Manufacturer Item #:

Unit Price: \$ 82.38

Line 9

Item ID: 1000177407

Rock Salt, Non-TDOT Region4 Super District 10- Obion

Unit of Measure: NS

Vendor Item/Part #: CAR-9

Manufacturer Item #:

Unit Price: \$ 85.39

Line 10

Item ID: 1000177408

Rock Salt, Non-TDOT Region4 Super District 10- Weakley

Unit of Measure: NS

Vendor Item/Part #: CAR-10

Manufacturer Item #:

Unit Price: \$ 86.14

APPROVED:



Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=Chief
Procurement Officer, ou=State of TN
Department of General Services,
email=mike.perry@tn.gov, c=US
Date: 2017.05.16 08:41:55 -0500

CHIEF PROCUREMENT OFFICER

BY:

Jessica M.
Starling

Digitally signed by Jessica M.
Starling
DN: cn=Jessica M. Starling,
o=State of Tennessee,
ou=Central Procurement Office,
email=jessica.starling@tn.gov,
c=US
Date: 2017.05.15 11:06:18 -0500

PURCHASING AGENT

5/15/17
DATE



From the Desk of

Debbie Stamey

Deputy Clerk/Executive Assistant

(423) 585-4603

e-mail dstamey@mymorristown.com

TO: Mayor and City Council

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

DATE: November 3, 2017

The following Board/Commission Members term will expire on November 20, 2017. This is a City Council appointment, or re-appointment, scheduled for the November 7, 2017, City Council meeting.

Morristown-Hamblen Child Care Centers Board

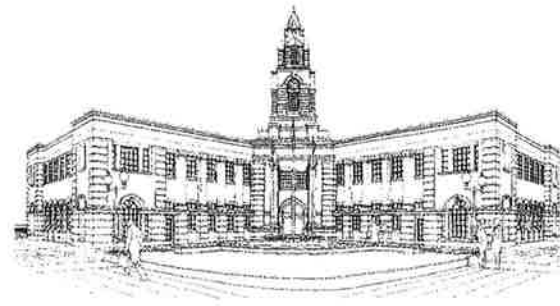
Term Expiring: Michelle Jones

This appointment or re-appointment is for a two (2) year term that will expire on November 20, 2019.

Michelle Jones has been contacted by staff and stated her willingness to serve another term.

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

TO: Mayor and Council
FR: ^{RVO} Roger Overholt, Chief of Police
DATE: October 12, 2017
RE: **Request to Surplus Lt. Tony Belisle's Duty Weapon**

I request council approval to surplus Lt. Tony Belisle's duty weapon; a 9mm Glock Model 17 Serial# BAZB. Lt. Belisle is retiring after 30 years of service and I request that the weapon be transferred to him.

If you have any questions please contact me.

Thank you.