

**WORK SESSION AGENDA
DECEMBER 18, 2018
4:00 p.m.**

1. Agenda Review

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
DECEMBER 18, 2018 – 5:00 P.M.**

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Dr. Cynthia Thompson, Chaplain Morristown Police Department

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

1. December 4, 2018

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**

9. **NEW BUSINESS**

9-a. Resolutions

1. Resolution No. _____
A Resolution to Accept and Dedicate Public Streets, Rights of Way and Street Names Located within the City of Morristown, Tennessee, {Devault St.}.

9-b. Introduction and First Reading of Ordinances

9-c. Awarding of Bids/Contracts

1. Approval of Work Authorization No. 16-2018 with Michael Baker for Tree Removal at Airport, in the not to exceed amount of \$19,040.
2. Approval of Work Authorization No. 17-2018 with Michael Baker for Security Fencing at the Airport, in the not to exceed amount of \$17,301.
3. Approval of Contract of Sale between Atmos Energy Corporation and the City of Morristown for approximately three acres of usable property with the Purchase Price of \$60,000.
4. Approval of Bid for demolition of property at 416 East 1st North St. to Bewley Excavation in the amount of \$4,983.
5. Approval to accept donated equipment from the Federal Bureau of Investigation for the Fire Department; total value of equipment if \$19,783.95.

9-d. Board/Commission Appointments

1. City Council selection of a Stormwater Violations Appeals Board to represent each of the following:
 - 1) A representative of a professional consulting field such as engineer, architect, landscape architect, scientist or educator with technical knowledge of practices regulated by this chapter;
 - 2) A presentative of an industrial or commercial establishment that is regulated by this chapter;
 - 3) A representative of the building or contracting industry that is regulated by this chapter.

9-e. New Issues

1. Approval of moving Council dates in January to the 1st and 3rd Wednesday; January 2, and January 16, 2019.
2. Approval of Fiscal Year 2018 Comprehensive Annual Financial Report (CAFR – Audit Report)

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**

Dec. 24, 2018	Monday	City Employee's Holiday Christmas Eve
Dec. 25, 2018	Tuesday	City Employee's Holiday Christmas Day
Jan. 1, 2019	Tuesday	City Employee's Holiday New Year's Day
Jan. 2, 2019	(Wed) 4:00 p.m.	Work Session – Council Agenda Review
Jan. 2, 2019	(Wed) 5:00 p.m.	Regular City Council Meeting with Work Session
Jan. 16, 2019	(Wed) 3:45 p.m.	Finance Committee Meeting
Jan. 16, 2019	(Wed) 4:15 p.m.	Work Session – Council Agenda Review
Jan. 16, 2019	(Wed) 5:00 p.m.	Regular City Council Meeting with Work Session
Jan. 21, 2019	Monday	City Employee's Holiday Martin Luther King Day
Feb. 5, 2019	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Feb. 5, 2019	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Feb. 19, 2019	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Feb. 19, 2019	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Mar. 5, 2019	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Mar. 5, 2019	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Mar. 19, 2019	(Tues) 3:45 p.m.	Finance Committee Meeting
Mar. 19, 2019	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
Mar. 19, 2019	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session

**WORK SESSION AGENDA
DECEMBER 18, 2018**

1. Transfer of TCAT
2. Update on Dog Park

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
DECEMBER 4, 2018**

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, December 4, 2018, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis, Ken Smith and Tommy Pedigo.

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

Councilmember Alvis made a motion to approve the November 20, 2018, minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Mayor Chesney welcomed the Young Men and Women of Distinction, a local group from the Boys & Girls Club.

A Public Hearing was held relating to Ordinance No. 3623; no one spoke.

Councilmember Senter made a motion to approve Ordinance No. 3623 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3623

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 1 (General Administration), Chapter 2, (City Council), Section 201 (Regular Meetings of Council) of the Morristown Municipal Code.

A Public Hearing was held relating to Ordinance No. 3624; no one spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 3624 on second and final reading. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3624

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. *(Rezoning of Hamblen County Tennessee Tax Parcel ID #032041BA01602, currently addressed as 2606 West Andrew Johnson Highway from Single Family Residential (R1) to*

Intermediate Business (IB), the general location being shown on the attached Exhibit A.}

A Public Hearing was held relating to Ordinance No. 3611.02; no one spoke.

Councilmember Senter made a motion to approve Ordinance No. 3611.02 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3611.02

An Ordinance to Amend Ordinance Number 3611, the City of Morristown, Tennessee Annual Budget for the Fiscal Year 2018-2019 and to re-allocate funds totaling \$27,047; necessary to cover the costs of purchasing machinery to assist with curbside maintenance. Equipment to be purchased from Tennessee State Wide Contract No. 45198.

Councilmember Alvis made a motion to approve Resolution No. 23-18. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Resolution No. 23-18

A Resolution calling for a Municipal Election on May 7, 2019, for the election of a City Mayor; one Councilmember to represent Ward 2; one Councilmember to represent Ward 4; and one at-large Councilmember.

WHEREAS, the City of Morristown conducts Biennial Elections; and

WHEREAS, the 2019 Election will be held on May 7, 2019; and

WHEREAS, the 2019 Election will be for the election of a City Mayor; one Councilmember to represent Ward 2; one Councilmember to represent Ward 4; and one at-large Councilmember.

NOW, THEREFORE, BE IT RESOLVED THAT, the City of Morristown hereby calls for a Municipal Election on May 7, 2019 for the election of a City Mayor; one Councilmember to represent Ward 2; one Councilmember to represent Ward 4; and one at-large Councilmember.

Adopted this the 4th day of December 2018.

Mayor

ATTEST:

City Administrator

Councilmember Alvis made a motion to approve a change order for Freddie Kyle Greenway Phase IV with Summers-Taylor, Inc. in the amount of \$6,390.50, for extension of 24' drain pipe. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Mayor Chesney announced the selection of a Stormwater Violations Appeals Board was removed from the agenda by request.

Councilmember Smith made a motion to approve the sale of property to Daniel Paul Chairs in the East Tennessee Valley Industrial District, consisting of approximately 7 acres, at the purchase price of \$8,000 per acre. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Mayor Chesney adjourned the December 4, 2018, City Council meeting at 5:23 p.m.

MAYOR

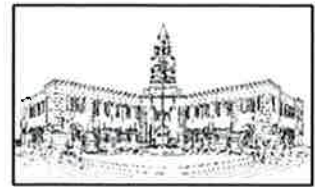
ATTEST:

CITY ADMINISTRATOR

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: December 18th, 2018
SUBJECT: Acceptance and Dedication of Public Infrastructure: Devault St.

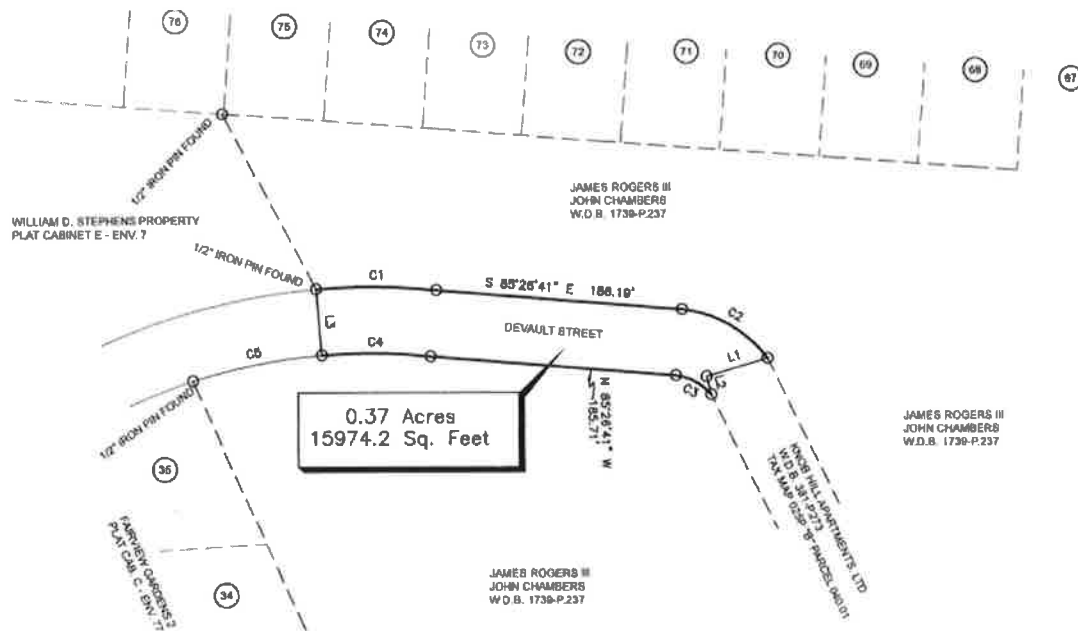
BACKGROUND:

Per the city's subdivision regulations, City Council must adopt a resolution prior to any street becoming public. Thus, the property owners of a private section of Devault St. are requesting that the city accept it as a public street. The owners are wanting this portion of the street to become public prior to any future development at this location. The property surrounding this road is currently zoned R-2, Medium Density Residential District, and slightly under 19 acres. Despite being private, city crews have been maintaining this portion of the street with the understanding that it was public.

The property owners did provide a geotechnical engineering report for the street to our engineering staff. Following a review, staff did determine that the street material does conform to city standards for public streets. The street is 24' wide with curb and gutter and will be classified as a local street with a dedicated 50' right of way.



[Return to Agenda](#)



RECOMMENDATION:

The street is built to city standards and the city has previously been maintaining it, thus staff recommends the acceptance of Devault St. as a public street.

RESOLUTION NO. _____

**A RESOLUTION TO ACCEPT AND DEDICATE PUBLIC
STREETS, RIGHTS OF WAY AND STREET NAMES LOCATED
WITHIN THE CITY OF MORRISTOWN, TENNESSEE,
{DEVALT ST.}.**

WHEREAS, James Rogers III and John Chambers have requested a portion of Devault St. to be dedicated as shown on the attached Exhibit A; and,

WHEREAS, final plat, entitled James Rogers III and John Chambers Property, has been filed with the Morristown Regional Planning Commission; and recorded in Hamblen County Tennessee under Plat Book MPLAT, page 9;

WHEREAS, Tennessee Code Annotated 13-4-305 states that the approval of a subdivision plat by the Morristown Regional Planning Commission does not constitute an acceptance by the municipality of the dedication of any street, and;

WHEREAS, said road has been built in conformity with the City of Morristown, Tennessee standards and acceptable engineering standards of practice; and,

WHEREAS, final plat of James Rogers III and John Chambers Property evidences the intent of the owner to dedicate said road and certain associated right-of-way permanently to the City of Morristown, Tennessee; and

WHEREAS, acceptance of said road and associated right-of-way is in the best interests of the City of Morristown, Tennessee.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE, that the property as evidenced to be dedicated on the above described recorded subdivision plat is hereby accepted as being compliant with the 2010 City of Morristown Transportation Plan.

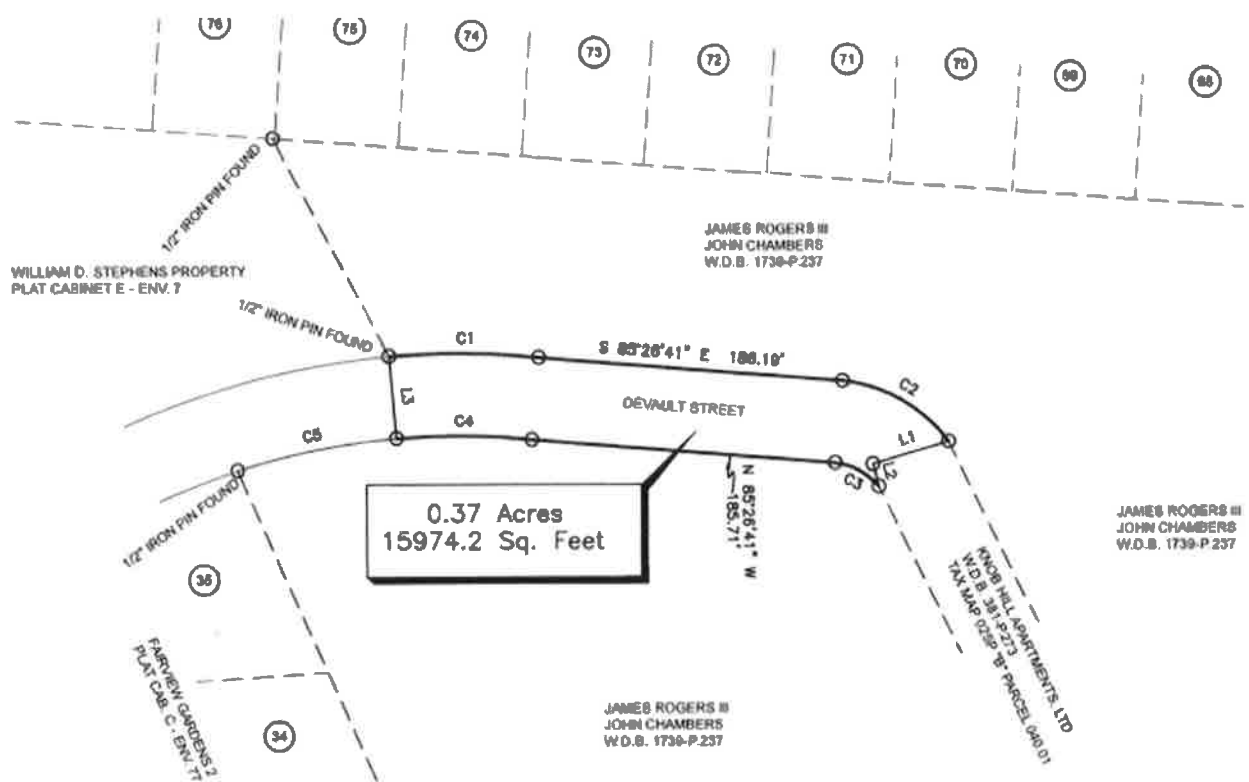
Approved this the 18th day of December 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Exhibit A:





Morristown City Council Agenda Item Summary

Date: December 12, 2018

Agenda Item: Morristown Regional Airport – Tree Removal and Security Fencing

Prepared by: Joey Barnard

Subject: Work Authorization – Tree Removal and Security Fencing Replacement

Background/History: The City of Morristown has identified the need to remove the remainder of the tree line adjoining the airport and railroad tracks, and to replace security fencing adjoining the airport and railroad properties. The City is requesting design, bidding, and construction administration services from Michael Baker International, Inc.

Financial Impact: Funds have been appropriated in the budget to move forward with this project. The amount for the Tree Removal Work Authorization is not to exceed \$19,040.00. The amount for the Security Fencing replacement is not to exceed \$17,301.00. Grant funding for these projects have been previously approved by council and the State of Tennessee, Department of Aeronautics.

Action options/Recommendations: The City of Morristown is seeking approval to enter into a contract with Michael Baker International, Inc for tree removal and security fencing replacement at the Morristown Regional Airport with a total not to exceed \$36,341.00 for both projects.

Attachments: Work Authorization Number 16 and 17

**Work Authorization Number 16 – 2018
TREE REMOVAL 2018**

Date: 29NOV18

TAD No. 32-555-5631-19
(Project Identification No.)

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the **City of Morristown** (OWNER) and **Michael Baker International, Inc.** (ENGINEER) dated **December 31, 2017**.

Scope of Services TREE REMOVAL 2018:

The OWNER in conjunction with the Tennessee Department of Transportation, Aeronautics Division, has requested design and construction documents be prepared for the removal of the remainder of the tree line (approximately 6000' LF, 5 AC) adjoining the airport and railroad tracks.

Services to be provided include:

1. DESIGN SERVICES

Design documents will be prepared for the clearing and grubbing of the wooded areas and stabilization after removal. A construction safety plan will be prepared for the contractor's use during the installation. A Project Manual will be prepared for this work, as well as location and area exhibits for tree removal.

2. BID AND AWARD

MBI personnel will assist in the advertisement of the project, attend the pre-bid meeting, respond to Contractor questions during the bid period and open received bids in a public meeting. The bids will be reviewed for completeness and competency. A recommendation of project award will be prepared for the successful Contractor.

3. CONSTRUCTION ADMINISTRATION, RPR & CLOSE-OUT

MBI personnel will provide construction administration services including the review and processing of contractor pay requests. Site representation will be present during key milestones throughout the construction to observe the construction process and be available to answer questions. Final close-out documents will be prepared for the completion of the grant with Tennessee Aeronautics Division.

Any additional services that may be needed that are outside the scope of services described above shall be compensated for in a separate agreement if necessary.

TIME OF PERFORMANCE:

<u>Task</u>	<u>Estimated Time</u>
• Design Kickoff	12/15/2018
• Bid and Award	January-February 2019
• Begin Construction	March 2019
• Construction Completion	May 2019
• Project Completion/Grant Closeout	June 2019

Compensation*:

• Design Services – (Lump Sum)	\$ 6,934.00
• Bid and Award Services – (Lump Sum)	\$ 5,111.00
• CA, RPR & Close-out – (Lump Sum)	\$ 6,020.00
• Reimbursable Expenses	\$ 975.00

TOTAL NOT TO EXCEED \$ 19,040.00

*See Exhibit A for Fee Schedule

Agreed as to Scope of Services, Time of Performance and Compensation:

OWNER:
CITY OF MORRISTOWN

ENGINEER:
MICHAEL BAKER INTERNATIONAL, INC.

Title:

Title: Vice President

Date: _____

Date: _____

Attachments: Exhibit A (fee schedule)

EXHIBIT A
MANHOUR AND FEE SCHEDULE
MOR - Tree Removal 2018

Michael Baker
INTERNATIONAL

BASIC SERVICES:	
	TOTAL FEE
Design Services	\$6,934.00
Bid & Award	\$5,111.00
Construction Administration & RPR	\$6,020.00
Basic Services Subtotals:	
BASIC SERVICES TOTAL FEE:	\$18,065.00
REIMBURSEABLES:	
Reimbursable Expenses (Not To Exceed):	\$975.00
Subtotal:	\$975.00
REIMBURSEABLES TOTAL FEE:	\$975.00
TOTAL FEE:	\$19,040.00



Morristown City Council Agenda Item Summary

Date: December 12, 2018

Agenda Item: Morristown Regional Airport – Tree Removal and Security Fencing

Prepared by: Joey Barnard

Subject: Work Authorization – Tree Removal and Security Fencing Replacement

Background/History: The City of Morristown has identified the need to remove the remainder of the tree line adjoining the airport and railroad tracks, and to replace security fencing adjoining the airport and railroad properties. The City is requesting design, bidding, and construction administration services from Michael Baker International, Inc.

Financial Impact: Funds have been appropriated in the budget to move forward with this project. The amount for the Tree Removal Work Authorization is not to exceed \$19,040.00. The amount for the Security Fencing replacement is not to exceed \$17,301.00. Grant funding for these projects have been previously approved by council and the State of Tennessee, Department of Aeronautics.

Action options/Recommendations: The City of Morristown is seeking approval to enter into a contract with Michael Baker International, Inc for tree removal and security fencing replacement at the Morristown Regional Airport with a total not to exceed \$36,341.00 for both projects.

Attachments: Work Authorization Number 16 and 17

**Work Authorization Number 17 – 2018
SECURITY FENCING 2018**

Date: 29NOV18

TAD No. 32-555-0164-19
(Project Identification No.)

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the **City of Morristown** (OWNER) and **Michael Baker International, Inc.** (ENGINEER) dated **December 31, 2017**.

Scope of Services SECURITY FENCING 2018:

The OWNER in conjunction with the Tennessee Department of Transportation, Aeronautics Division, has requested design and construction documents be prepared for the replacement of approximately 6000' LF of security fencing adjoining the airport and railroad properties.

Services to be provided include:

1. DESIGN SERVICES

Design documents will be prepared for the replacement of the security fencing removed to facilitate the clearing and grubbing of the site area. A construction safety plan will be prepared for the contractor's use during the installation. A Project Manual will be prepared for this work, as well as location and area exhibit for the fencing installation. It is the intent to match existing fence previously constructed through a similar past project.

2. BID AND AWARD

MBI personnel will assist in the advertisement of the project, attend the pre-bid meeting, respond to Contractor questions during the bid period and open received bids in a public meeting. The bids will be reviewed for completeness and competency. A recommendation of project award will be prepared for the successful Contractor.

3. CONSTRUCTION ADMINISTRATION, RPR & CLOSE-OUT

MBI personnel will provide construction administration services including the review and processing of contractor pay requests. Site representation will be present during key milestones throughout the construction to observe the construction process and be available to answer questions. Final close-out documents will be prepared for the completion of the grant with Tennessee Aeronautics Division.

Any additional services that may be needed that are outside the scope of services described above shall be compensated for in a separate agreement if necessary.

TIME OF PERFORMANCE:

<u>Task</u>	<u>Estimated Time</u>
• Design Kickoff	12/15/2018
• Bid and Award	January-February 2019
• Begin Construction	April 2019
• Construction Completion	June 2019
• Project Completion/Grant Closeout	July 2019

Compensation*:

• Design Services – (Lump Sum)	\$ 5,846.00
• Bid and Award Services – (Lump Sum)	\$ 5,111.00
• CA, RPR & Close-out – (Lump Sum)	\$ 5,444.00
• Reimbursable Expenses	\$ 900.00

TOTAL NOT TO EXCEED \$ 17,301.00

*See Exhibit A for Fee Schedule

Agreed as to Scope of Services, Time of Performance and Compensation:

OWNER:
CITY OF MORRISTOWN

ENGINEER:
MICHAEL BAKER INTERNATIONAL, INC.

Title:

Title: Vice President

Date: _____

Date: _____

Attachments: Exhibit A (fee schedule)

EXHIBIT A
MANHOUR AND FEE SCHEDULE
MOR - Security Fencing 2018

Michael Baker
INTERNATIONAL

BASIC SERVICES:	
	<u>TOTAL FEE</u>
Design Services	\$5,846.00
Bid & Award	\$5,111.00
Construction Administration & RPR	\$5,444.00
Basic Services Subtotals:	
BASIC SERVICES TOTAL FEE:	\$16,401.00
REIMBURSEABLES:	
Reimbursable Expenses (Not To Exceed):	\$900.00
Subtotal:	\$900.00
REIMBURSEABLES TOTAL FEE:	\$900.00
TOTAL FEE:	\$17,301.00

**MANHOUR AND FEE ESTIMATE
EXHIBIT A**

MANHOUR AND FEE SCHEDULE

MOR - Security Fencing 2018

Design Services							
Item/Task Description	Sr. Project Manager	Project Manager	Project Engineer	Junior Engineer	Technician	Clerical	Totals
General:							
Project Management		4					4
Project Coordination with MOR and TAD			8	4			12
Kickoff Meeting							0
Quality Control							0
Progress Meeting(s)/General Coordination		2	2				4
Production:							
Design Drawings			0.5	16	16		32.5
Design Estimate			3				3
<hr/>							
Total:	0	6	13.5	20	16	0	55.5
Rate/Hour:	\$184.00	\$161.00	\$128.00	\$100.00	\$72.00	\$62.00	
Total Direct Labor:	\$0.00	\$966.00	\$1,728.00	\$2,000.00	\$1,152.00	\$0.00	\$5,846.00
Total Labor Costs							\$5,846.00
<hr/>							
DIRECT COSTS							
Reproduction							\$100.00
Shipping							\$0.00
Permit Review Fees							\$0.00
Travel: 2 Trips (\$75 per Trip)							\$0.00
Total Direct Costs							\$100.00
<hr/>							
TOTAL PHASE I (Civil):							\$5,946.00

MANHOUR AND FEE ESTIMATE EXHIBIT A

MANHOUR AND FEE SCHEDULE

MOR - Security Fencing 2018

Bidding and Award

[illegible]

DIRECT COSTS

Reproduction	\$500.00
Shipping	\$0.00
	\$0.00
Travel: 1 Trips (\$75 per Trip)	\$75.00
Total Direct Costs	\$575.00

TOTAL PHASE I (Civil):

\$5,686.00

**MANHOURLY AND FEE ESTIMATE
EXHIBIT A**



MANHOURLY AND FEE SCHEDULE

MOR - Security Fencing 2018

Construction Administration & Inspection							
Item/Task Description	Site Inspector	Project Manager	Project Engineer	Junior Engineer	Inspector	Clerical	Totals
Construction Administration							
Project Management		4					4
Project Coordination with MOR and TAD				8			8
Quantity Verification/Pay Applications				8			8
Progress Meeting/Meeting Minutes (1 total)			8				8
Inspection							0
Site Visit (3 total)				16	8		24
							0
							0
							0
Total:	0	4	8	32	8	0	52
Rate/Hour:	\$184.00	\$161.00	\$128.00	\$100.00	\$72.00	\$62.00	
Total Direct Labor:	\$0.00	\$644.00	\$1,024.00	\$3,200.00	\$576.00	\$0.00	\$5,444.00
Total Labor Costs							\$5,444.00
DIRECT COSTS							
Reproduction							\$0.00
Shipping							\$0.00
Permit Review Fees							\$0.00
Travel: 3 Trips (\$75 per Trip)							\$225.00
Total Direct Costs							\$225.00
TOTAL CA & INSPECTION:							\$5,669.00

CONTRACT OF SALE

THIS CONTRACT OF SALE (the "Agreement") is made and entered into as of the _____ day of _____, 2018 ("Effective Date"), by and between ATMOS ENERGY CORPORATION, a Texas and Virginia corporation ("Purchaser"), and CITY OF MORRISTOWN, a municipal corporation with situs in Hamblen County, Tennessee, created by the Private Acts of the Tennessee Legislature in 1903 by Chapter 103 ("Seller").

WITNESSETH:

WHEREAS, Seller is the owner of that certain tract of land known and located in Hamblen County, Tennessee, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Premises"); and

WHEREAS, Purchaser has offered to purchase, and Seller, upon execution of this Agreement, has agreed to sell to Purchaser, the Premises and other property described herein on the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Property to be Conveyed. Seller shall sell and Purchaser shall buy, on the terms, conditions and covenants hereinafter set forth, the following:

A. The premises described on Exhibit A attached hereto and incorporated herein by reference;

B. All of Seller's easements and rights appurtenant to the Premises including, but without limiting the generality thereof, all of Seller's right, title and interest in and to streets, alleys or other public or private ways adjacent to the Premises, easements for public utilities, all sewer and surface drainage easements, all rights of connection to water and sewer facilities, and all rights of ingress and egress.

The Premises, and other property and rights set forth above in this paragraph are hereinafter collectively called the "Property."

2. Purchase Price. The Purchase Price shall be Sixty Thousand Dollars (\$60,000.00), or Twenty Thousand Dollars (\$20,000.00) per acre for approximately three (3) useable acres, and shall be due at closing.

3. Earnest Money. Within three (3) business days after the Effective Date, Purchaser shall deposit into escrow with Bacon Jessee Perkins Carroll Anderson & Foust LLP, c/o W. Evan Anderson, Esq., 1135 West Third North Street, Morristown, TN 37814 ("Escrow

Agent”), the sum of Five Thousand and No/100 Dollars (\$5,000.00) (“Earnest Money”) which shall be credited against the Purchase Price at Closing.

4. Review Period. Purchaser, at Purchaser’s expense, shall have until the that date which is forty-five (45) days following the Effective Date of this Agreement (“Review Period”) within which to examine, inspect, and investigate the Property and, in Purchaser’s sole and absolute judgment and discretion, to determine whether the Property is satisfactory to Purchaser.

During the Review period, if, for any reason, Purchaser determines that it is unsatisfied with the Property, Purchaser may terminate this Agreement by notifying Seller before the Review Period expires, and the Earnest Money shall be immediately returned to Purchaser.

A. No later than 15 days after the Effective Date, Seller shall cause Escrow Agent to issue to Purchaser a current commitment for title insurance (the “Title Commitment”) for the Property in the amount of the Purchase Price, with Purchaser as the proposed insured, as well as complete and legible copies of all documents referenced in the Title Commitment as exceptions to title to the Property.

B. No later than 15 days after the Effective Date, Seller shall provide to Purchaser copies of all reports and documents related to the Property which are within Seller’s possession or control, including, without limitation, any surveys, inspections, and geotechnical or environmental reports.

C. During the Review Period, Purchaser, at its own cost, shall obtain a survey of the Property (the “Survey”). At Closing, the metes and bounds description of the Property reflected on the Survey shall be used in the deed and any other documents requiring a legal description of the Property.

D. At any time during the Review Period, Purchaser may object in writing to any liens, encumbrances, and other matters reflected by the Title Commitment or Survey. All such matters to which Purchaser so objects shall be “Non-Permitted Exceptions”. Seller may, but shall not be obligated to, at its sole cost and expense, cure, remove or insure around all Non-Permitted Exceptions and give Purchaser written notice thereof no later than five days before the Review Period expires; provided, however, Seller, at its sole cost and expense, shall be obligated to cure, remove or insure around by Closing all mortgages, deeds of trust, judgment liens, mechanic’s and materialmen’s liens, and other liens and encumbrances against the Property (other than liens for taxes and assessments which are not delinquent) which either secure indebtedness or can be removed by payment of a liquidated sum of money, whether or not Purchaser objects thereto during the Review Period, and all such matters shall be deemed Non-Permitted Exceptions. If Seller does not timely cause all of the Non-Permitted Exceptions to be removed, cured or otherwise omitted from Purchaser’s Title Commitment and timely deliver written notice thereof to Purchaser, Purchaser may, at any time and at its election, (a) terminate this Agreement and recover the Earnest Money, by providing written notice of termination to Seller, and neither Purchaser nor Seller shall have any obligations under this Agreement except those that expressly survive the termination of this Agreement; and/or (b)

extend the Closing Date until five days after Seller has caused all of the Non-Permitted Exceptions to be removed, cured or otherwise omitted from Purchaser's Title Commitment; and/or (c) purchase the Property subject to the Non-Permitted Exceptions (other than liens that Seller is obligated to cure, remove or insure around).

5. Warranties, Representations and Covenants of Seller. In order to induce Purchaser to enter into and consummate this transaction, Seller makes the following representations, warranties and covenants, each of which is deemed to be material and shall survive the closing of the transaction contemplated by this Agreement. Seller warrants, represents and covenants that:

A. Authority and Validity. Seller has full legal power and authority to enter into and perform this Agreement in accordance with its terms, and this Agreement constitutes its valid and binding obligation enforceable in accordance with its terms. Seller is a municipal corporation duly organized and in good standing under the laws of the State of Tennessee.

B. Liens and Encumbrances; Tenants. Seller has and will convey to Purchaser at Closing, good and marketable title to the Property, free and clear of all liens or encumbrances of any nature, except the Permitted Exceptions (as hereinafter defined). Seller specifically agrees to have the Property released at or prior to Closing from any existing mortgages, deeds of trusts, liens or other monetary encumbrance. There are no tenants or other parties in possession with a right to use or occupy the Property after the Closing Date.

C. Non-Foreign Person. Seller is not a foreign person within the meaning of Sections 1445 and 7701 of the Internal Revenue Code, as amended, and Seller will deliver its affidavit to that effect to Purchaser at Closing.

D. Hazardous Materials. Seller has no knowledge of any hazardous materials in, on or under the Property or of any on-site environmental contamination resulting from activities or operations on the Property or adjacent tracts.

E. No Litigation. There is no litigation, proceeding, claim or investigation, including, without limitation, any condemnation proceeding or tax reduction proceeding, pending or, to Seller's knowledge, threatened, against the Property.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY SELLER CLOSING DOCUMENT (AS DEFINED BELOW), IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING

RELATING TO OR AFFECTING THE PROPERTY INCLUDING, WITHOUT LIMITATION: (a) THE CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (b) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY AND (c) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. PURCHASER AGREES THAT EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY SELLER CLOSING DOCUMENT WITH RESPECT TO THE PROPERTY, PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OF WARRANTY OF SELLER OR ANY AGENT OF SELLER. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF LIKE REAL ESTATE AND EQUIPMENT AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY SELLER CLOSING DOCUMENT, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS.

6. Warranties and Representations of Purchaser. Purchaser represents and warrants to the Seller that Purchaser has full legal power and authority to enter into and perform this Agreement in accordance with its terms, and this Agreement constitutes its valid and binding obligation enforceable in accordance with its terms. Purchaser is a corporation duly organized and in good standing under the laws of the State of Texas and the Commonwealth of Virginia.

7. Conditions Precedent to Purchaser's Obligations to Close. The obligation of the Purchaser to close this transaction is subject to the following conditions, and in the event any of the following conditions are not met, Purchaser shall have the right, at its election, to terminate this Agreement.

A. Marketable Title and Survey.

Purchaser shall be able to obtain during the Review Period, at Purchaser's cost, a commitment for an ALTA owner's title insurance policy, and the Escrow Agent shall be unconditionally committed to issue, subject to the payment of the applicable premium therefor, such owner's title policy at Closing, in an amount equal to the Purchase Price, issued by a title insurance company licensed to do business in the State of Tennessee, together with such endorsements as Purchaser may reasonably require, in form and substance reasonably satisfactory to Purchaser's counsel, insuring indefeasible and marketable fee simple title to the Premises (the "Title Policy"), subject only to the following (the "Permitted Exceptions"):

- (i) any exceptions noted in Schedule B of the Title Policy; and
- (ii) any matters which would be disclosed by an accurate survey and inspection of the Premises.

B. Seller's Affidavit. Seller shall execute and deliver to Purchaser at Closing an affidavit setting forth the following: (a) that all work, labor, services and materials furnished to or in connection with the Property at the behest of Seller have been fully paid for so that no mechanic's, materialmen's or other lien may be properly filed against the Property as to work commission by Seller; (b) that Seller has no knowledge of any claim or claims made or threatened, the result of which would in any way affect the title to the Property; (c) there are no tenants or other parties in possession or with a right to possess the Property after Closing; and (d) any other matters as may be required by the title company to issue the Title Policy in the form approved by Purchaser.

C. Representations and Warranties True at Closing. The representations and warranties of the Seller contained in this Agreement shall be true on and as of the Closing Date in all material respects as though such representations and warranties were made on and as of such date.

D. Compliance with the Agreement. Seller shall have timely performed and complied with all material terms and conditions of this Agreement

E. Delivery of Documents. Seller shall have delivered to Purchaser on the Closing Date all documents required by it hereunder.

8. Conditions Precedent to Seller's Obligations to Close. The obligations of Seller to close this transaction are subject to the following conditions and in the event any of the following conditions are not met, Seller shall have the right, at its election, to terminate this Agreement:

A. Representations and Warranties True at Closing. The representations and warranties of Purchaser contained in this Agreement shall be true on and as of the Closing Date in all material respects as though such representations and warranties were made on and as of such date

B. Compliance with the Agreement. Purchaser shall have timely performed and complied with all material terms and conditions of this Agreement.

C. Delivery of Documents. Purchaser shall have delivered to Seller on the Closing Date all documents required by it hereunder.

9. Covenants and Agreements. Seller and Purchaser covenant and agree as follows:

A. From and after the date hereof, without Purchaser's prior consent, Seller shall not (i) perform any grading or excavation, construction or removal of any improvement or make any other change or improvement upon or about the Property; (ii) create or incur, or suffer to exist, any mortgage, lien, pledge or other encumbrance in any way affecting the Property, other than liens and security interests that will be released at or before Closing; (iii) commit any waste or nuisance upon the Property; or (iv) impose any easements, covenants, conditions or restrictions on the Property or institute or participate in any annexation, zoning, dedication or other governmental action regarding the Property.

B. Seller shall not, without the prior written consent of Purchaser, enter into, transfer, encumber, amend, extend, modify or in any way alter any lease, contract or agreement which affects the Property.

C. Seller shall promptly furnish Purchaser with any and all notices concerning the Property that Seller receives from any and all appraisal districts, taxing authorities or any other governmental entities, or of any litigation, arbitration or administrative hearing concerning the Property, and any other material changes in any of the facts reflected in any statements, certificates, schedules, or other documents or any representation or warranties made or furnished by Seller in connection with this transaction.

10. Closing.

A. Closing Date. The closing of the transaction contemplated by this Agreement (the "Closing") shall take place in the office of the Escrow Agent on or before the date which is thirty (30) days following the expiration of the Review Period (the "Closing Date"). Possession of the Property shall be delivered to Purchaser at Closing.

B. Delivery of Documents and Purchase Price. On the Closing Date, Seller shall deliver a special warranty deed in the form shown on Exhibit B, a Seller's affidavit in the form prescribed in Paragraph 5B, a FIRPTA affidavit in the form shown on Exhibit C and any other instruments required to convey to Purchaser the items listed in Paragraph 1 of this Agreement or as may be reasonably required by the title company in connection with Closing (collectively, the "Seller Closing Documents").

On the Closing Date, the Purchaser shall deliver all documents required to be delivered or executed by Purchaser under this Agreement, together with the cash, bank or certified check, or wire transfer of funds aggregating the Purchase Price then due Seller under this Agreement.

11. Adjustments and Settlement Charges.

A. Seller shall pay for the preparation of a warranty deed, and all other documents necessary to perform Seller's obligation under this Agreement, and for one-half of the cost of the preparation of this agreement and one-half the cost of the closing agent. Purchaser shall pay all transfer taxes and fees for recording of the deed, and one-half of the cost of the

closing agent, for all title insurance premiums and any current survey costs. Purchaser's attorney shall have the right to inspect, prior to Closing, the prepared deed and all other closing documents to be delivered by Seller.

B. Real and personal property taxes and any and all assessments on the Property for the calendar year of Closing shall be adjusted and apportioned between the parties as of and on the Closing Date.

C. Late listing penalties and liens for any unpaid taxes, except for the current year, shall be paid by Seller.

12. Remedies. If Purchaser fails to perform its obligations pursuant to this Agreement at or prior to Closing for any reason except failure by Seller to perform hereunder or termination of this Agreement as provided herein, Seller's sole and exclusive remedy will be to terminate this Agreement and receive the Earnest Money, as liquidated damages and not as penalty, in full satisfaction of claims against Purchaser hereunder, in which case neither Purchaser nor Seller shall have any further rights or obligations hereunder, except those that expressly survive the termination of this Agreement. If Seller fails to perform its obligations pursuant to this Agreement for any reason except failure by Purchaser to perform hereunder or termination of this Agreement as provided herein, or if prior to Closing any one or more of Seller's representations or warranties are breached or untrue in any material respect, Purchaser may (a) terminate this Agreement and Escrow Agent shall immediately return the Earnest Money to Purchaser, and/or (b) Purchaser may enforce specific performance; and/or (c) Purchaser may pursue any other remedy available at law or equity. If either party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney and paraprofessional fees and court and other legal costs.

13. Assignment. Seller may assign this Agreement without Purchaser's consent to a corporation, limited liability company or other entity controlling, controlled by or under common control with Seller, to the surviving corporation or other entity in a consideration or merger, initial public offering or other corporate reorganization in which Seller is involved, to a purchaser of all or substantially all of the assets of Seller, or to a qualified intermediary under Section 1031 of the Internal Revenue Code (collectively, "Seller Affiliate"). Purchaser may assign this Agreement without Seller's consent to a corporation, limited liability company or other entity controlling, controlled by or under common control with Purchaser (collectively, "Purchaser Affiliate"). With the exception of assignments to a Seller Affiliate or a Purchaser Affiliate as provided in the foregoing two sentences, this Agreement may not be assigned by either party without the written consent of the non-assigning party.

14. Applicable Law. This Agreement shall be governed, construed and interpreted pursuant to the laws of the State of Tennessee.

15. Entire Agreement. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and merges all prior negotiations and agreements concerning the purchase and sale of the Property. All amendments hereto must be in writing and signed by all parties.

16. Binding Effect; Successors and Assigns. This Agreement shall be binding upon the heirs, personal/legal representatives, successors and assigns of the parties hereto.

17. Patriot Act Representations. Seller and Purchaser each represent and warrant to the other that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly in behalf of, any such person, group, entity, or nation.

18. Counterparts. This Agreement may be executed in multiple original, photocopied or telefaxed counterparts, each of which will be deemed and original, and it is understood and agreed that this Agreement shall be binding upon the parties upon completion of execution of both parties and delivery of fully executed counterparts to each.

19. Brokers. Intentionally Omitted.

20. Notices. All notices and other communications required and permitted hereunder shall be in writing and shall be deemed delivered, whether received or not, on the earlier of (i) actual receipt if delivered in person, or by messenger with receipt of delivery, (ii) receipt of an electronic facsimile transmission with confirmation copy delivered by another method permitted hereunder; (iii) by overnight delivery using a nationally recognized overnight courier, or (iv) upon deposit with the United States Postal Service, registered or certified mail, postage prepaid, return receipt requested, addressed to the intended recipient, at the address set forth on the signature page of this Agreement or at such other address as a party hereto may specify by notice in compliance with the requirements of this paragraph. Each party shall use commercially reasonable efforts to send a copy of any notice of termination under this Agreement to Title Company on the same date and by the same method(s) as it is sent to the other party. The failure to send a copy of any termination notice to Title Company does not invalidate an otherwise valid termination notice.

[Signature on Following Page]

IN WITNESS WHEREOF, Seller and Purchaser have executed or caused this instrument to be duly executed under seal, as of the day and year first above written.

ATMOS ENERGY CORPORATION, a Texas and Virginia corporation *legit. Nt*

PURCHASER:

BY: *John Ken Albers*

ITS: *EXECUTIVE V.P.*

Address: *5430 LBJ Freeway*
Suite 1800
DALLAS, TX 75240

CITY OF MORRISTOWN, SELLER:

BY: _____

ITS: _____

Address: _____

EXHIBIT A

**TEMPLATE ONLY
ACTUAL DESCRIPTION WILL BE BASED ON SURVEY**

SITUATE in the First Civil District of Hamblen County, Tennessee, to-wit:

BEING _____ acres of the East Tenn. Progress Center as shown on the plat of record in Plat Cabinet _____, Slide _____ in the Register's Office for Hamblen County, Tennessee, to which plat reference is made for a more particular description.

BEING part of the property conveyed to the City of Morristown, Tennessee by deed of William D. Ellis and wife, Marjorie C. Ellis, dated October 27, 1998 and of record in Warranty Book 455, page 742 in the Register's Office of Hamblen County, Tennessee. Also being part of the property conveyed to the City of Morristown, Tennessee by Warranty Deed of Correction of John D. Wallace and wife, Paula Wallace, et al, dated December 22, 1999 and of record in Record Book 731, page 430 in the Register's Office.

EXHIBIT B

THIS INSTRUMENT
PREPARED BY:

NEW PROPERTY OWNER AND
SEND TAX BILLS TO:

TAX ID #

PROPERTY ADDRESS: VACANT

SPECIAL WARRANTY DEED

THE STATE OF TENNESSEE

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAMBLLEN

§

§

City of Morristown, a municipal corporation with situs in Hamblen County, Tennessee, created by the Private Acts of Tennessee Legislature in 1903 by Chapter 103 (collectively, "**Grantor**"), for and in consideration of the sum of TEN DOLLARS (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Atmos Energy Corporation, a Texas and Virginia corporation ("**Grantee**"), the real property in Hamblen County, Tennessee, fully described in Exhibit "A," and all of Grantor's rights, titles, and interests in and to those adjacent streets, alleys, rights-of-way, and any adjacent strips and gores of real estate, together with all rights, titles, and interests appurtenant to the foregoing (collectively, the "**Property**").

This Special Warranty Deed and the conveyance set forth herein is executed by Grantor and accepted by Grantee subject to the matters described in Exhibit "B," to the extent the same are validly existing and applicable to the Property (collectively, the "**Permitted Encumbrances**").

Grantee acknowledges that Grantee has independently and personally inspected the Property and the Property is hereby conveyed to and accepted by Grantee in its present condition, "AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED." GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY, OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY. GRANTEE IS RELYING ON ITS INVESTIGATIONS OF THE PROPERTY IN DETERMINING WHETHER TO ACQUIRE IT. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR EXECUTING THIS SPECIAL WARRANTY DEED.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND the Property unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, and subject to the exceptions to title set forth in this Special Warranty Deed.

[Signature Page Follows]

City of Morristown, a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TENNESSEE

§

§

COUNTY OF HAMBLEN

§

This instrument was acknowledged before me on _____, 2018, by _____ in my capacity as _____ of City of Morristown, a municipal corporation.

Notary Public, State of Tennessee

Grantor's address is:

Exhibit A – Legal Description

Exhibit B – Permitted Encumbrances

EXHIBIT C

FIRPTA CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform Atmos Energy Corporation, a Texas and Virginia corporation ("**Transferee**"), that withholding of tax is not required upon the disposition of a U.S. real property interest by _____ ("**Transferor**"), the Transferor hereby certifies to Transferee the following on behalf of Transferor:

1. Transferor is not a foreign person (as such term is defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor's U.S. tax identification number is _____; and
3. Transferor is not a disregarded entity as defined in Income Tax Regulations Section 1.1445-2(b)(2)(iii);
4. Transferor's address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated as of _____, 2018.

THE STATE OF TENNESSEE §

COUNTY OF HAMBLEN §

This instrument was acknowledged before me on _____, 2018, by _____.

Notary Public, State of Tennessee



Morristown City Council Agenda Item Summary

Date: December 12, 2018

Agenda Item: Approval of Bid–Demolition of Property

Prepared by: Joey Barnard, Assistant City Administrator

Subject: Demolition of Property Bid

Background/History: In accordance with City of Morristown ordinances, it has become necessary to demolish a dilapidated building within the City of Morristown. This structure was identified by the City of Morristown inspections staff to pose a potential threat to the health and welfare of the community. Hazards associated with this unfit property will be eliminated for the safety of the citizens within the community. Additionally, demolition of this building will improve the appearance of the lots and in turn the overall appearance of the City. This ensures that property value of this parcel and surrounding parcels are maintained. This building was (1) of (3) building Inspections originally identified that needed to be razed. A bid was issued and this remaining property was rejected due to the high bid received. Hearings have been held in compliance with City ordinances, and this property will be razed once all legal proceedings have been exhausted.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on November 13, 2018 and on November 15, 2018; in the *Mundo Hispano* on November 15, 2018. Additionally, the bid was posted to the City of Morristown's website and through Vendor Registry, an on-line facilitation website. The submission deadline was 2:00 PM on Thursday, December 6, 2018. We received five (5) responses.

Financial Impact: The bids received are within the amount that has been appropriated for this purpose in the 2018-19 budget. These amounts could be less if the property owners take action to the structures prior to actual demolition by the entity approved by the City of Morristown. A lien will be placed against the property to recover all costs incurred by the City of Morristown.

Action options/Recommendations: It is staffs' recommendation to approve the best and lowest bids submitted by Bewley Excavation, and to allow the city administrator to enter into a contract with Bewley Excavation.

Attachments: Bid Tabulation.

City of Morristown
Demolition of Property Bid
Thursday, December 6, 2018
2:00 PM

Location	Stone Construction LLC	Eagle Demolition & Environmental	East Tennessee Turf & Landscape	Bewley Excavation	Jerry Johns Excavating
416 East First North Street	\$ 17,500.00	\$ 21,480.00	\$ 12,000.00	\$ 4,983.00	\$ 12,850.00



Morristown City Council Agenda Item Summary

Date: December 12, 2018

Agenda Item: Donation of Equipment to Fire Department

Prepared by: Joey Barnard

Subject: Approval to accept donated equipment for the Fire Department

Background/History: The Federal Bureau of Investigation, Knoxville Field Office, wishes to donate the listed equipment to the Morristown Fire Department for use by the Haz-Mat Team.

Financial Impact: Accepting this donation will be beneficial to the needs of the Morristown Fire Department.

Action options/Recommendations: The Morristown Fire Department is seeking approval to accept an equipment donation from the FBI Knoxville Field Office.

Attachments: None.

Equipment for Donation:

Quantity	Equipment	Value
2	Draeger PSS 7000 SCBA Basic with Voice Amp	\$7,442.99 each
2	Draeger FPS 7000 Masks for PSS 7000	\$434.99 each
1	SCI Air Cylinder SCBA (needs hydrostatic testing/recertification)	\$527.99 each
1	SAIC GR-135 Plus Identifier Radiation Detector	\$3,500.00 each
	TOTAL VALUE	\$19,783.95



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 OF BOARD/COMMISSION
MEMBER(S)

DATE: December 14, 2018

With the recent update to the Stormwater Ordinance a Stormwater Violations Appeals Board was created. During the Work Session on November 20th three names were submitted, by Mayor and Council, as candidates for the board. All three have been contacted and expressed a willingness to serve. The Ordinance states that the "three members of the board shall initially be appointed by the city council for staggered terms of one to three years, subject to the approval of the city council with terms after the initial appointments being for three years. The city council shall appoint one member to represent each of the following:

1. A representative of a professional consulting field such as an engineer, architect, landscape architect, scientist or educator with technical knowledge of practices regulated by this chapter;
2. A representative of an industrial or commercial establishment that is regulated by this chapter;
3. A representative of the building or contracting industry that is regulated by this chapter.

The following individuals have been nominated:

1. Jeremiah Davis – Engineer
2. Joe Molitor – CEO Iatric
3. David Wild – Contractor

Council will need to make formal appointment and assign an initial term for each member. A copy of the Chapter of the Stormwater Ordinance relating to the formation and duties of the board is attached.

Sec. 18-511. - Stormwater violations appeals board.

- (1) *Established.* There is hereby established a board of three members to be known as the "stormwater violations appeals board."
- (2) *Composition; terms; filling vacancies.*
 - (a) The three members of the board shall initially be appointed by the city council for staggered terms of one to three years, subject to the approval of the city council with terms after the initial appointments being for three years. Members shall not serve more than two consecutive three year terms. Members of the stormwater violations appeals board shall hold no other public office in the city or be employed by the city. The city council shall appoint one member to represent each of the following:
 1. A representative of a professional consulting field such as an engineer, architect, landscape architect, scientist or educator with technical knowledge of practices regulated by this chapter;
 2. A representative of an industrial or commercial establishment that is regulated by this chapter;
 3. A representative of the building or contracting industry that is regulated by this chapter;
 - (b) *Officers.* Officers of the stormwater violations appeals board shall consist of a chairman, vice-chairman, and a secretary. The board shall elect a chairman, vice-chairman and secretary from its own membership who shall serve annual terms. The position of the chairman and vice-chairman of the board shall rotate among the members. After the selection of a new chairman, the former chairman shall serve as vice-chairman for the next succeeding year. Should a member of the board decline to seek nomination as chairman, the rotation would proceed to the next board member.
 - (c) *Nomination of officers* shall be made from the floor. Election of officers shall follow immediately. A candidate receiving a majority vote of the entire membership of the board shall be declared elected. The officer shall take office immediately and serve for one year until his successor takes office.
 - (d) If any member of the board misses two meetings in succession without an adequate justification, they shall be notified by the chairman they are being placed on probation. They must attend the next two meetings to be released from probation. If they shall fail to satisfactorily complete a probation or if they are placed on probation for a second time during a term of office, the chairman of the stormwater violations appeals board shall request the city council to dismiss the board member and to appoint a new member approved by the city council. If the chairman of the stormwater violations appeals board shall be absent from two meetings in succession without an adequate

justification, the vice-chairman shall request the city council to dismiss the chairman of the stormwater violations appeals board and select a new chairman to perform the duties.

- (3) *General duties of the board.* Appeals rejected by the city administrator or designee may be brought before the stormwater violation appeals board if filed in writing with the stormwater program within 30 calendar days of the city administrator's or designee's prior decision (TCA § 68-221-1106). Within 30 calendar days of receipt of a notification of an appeal, the board shall determine if the appeal is to be heard by the board. Once the appropriate forum for the appeal is decided, a reasonable date and time for hearing of the appeal shall be set. The board will give public notice thereof as well as due notice to the parties in interest and decide the same within a reasonable time. Such date and time shall be within 15 calendar days following the date of the stormwater violation appeals board initial considerations regarding the appeal.

In addition to any other duty or responsibility otherwise conferred upon the board by this chapter, the board shall have the duty and power as follows:

- (a) To hold hearings upon appeals from enforcement orders or enforcement actions of the city administrator or designee as may be provided under any provision of this chapter;
 - (b) To hold hearings relating to the suspension, revocation, or modification of a land disturbance permit or stormwater discharge permit and issue appropriate orders relating thereto;
 - (c) To hold hearings relating to an appeal from a user concerning the accuracy of any penalties imposed upon the user by this chapter due to violation or other enforcement action;
 - (d) To hold such other hearings as may be required in the administration of this chapter; and
 - (e) To make such determinations and issue such orders as may be necessary to effectuate the purposes of this chapter.
- (4) *Meetings; quorum.*
- (a) The board shall hold meetings as it finds necessary to effectuate the purposes of this section.
 - (b) The order of business at all meetings of the stormwater violations appeals board shall follow Robert's Rules of Order, more specifically, the provisions that pertain to conducting informal meetings for small boards.
 - (c) Two members of the board shall constitute a quorum, but a lesser number may adjourn a meeting from day to day. Any substantive action of the board shall require two votes, but a majority of the quorum may decide any procedural matter.

- (d) All meetings of the stormwater violations appeals board shall be open to the public.
 - (e) The stormwater violations appeals board may adjourn a hearing or meeting if all applications or appeals cannot be disposed of on the day set, and no further public notice shall be necessary for a continuation of such meeting.
 - (f) Any member of the board shall be disqualified to act upon a matter before the stormwater violation appeals board with respect to property in which the member has an interest.
 - (g) The board shall keep public records of its proceedings.
 - (h) The chairman and secretary shall sign all approved minutes and at the end of the year shall certify that the minutes of the preceding year are a true and correct copy.
- (5) *Order of business.* The order of business for a meeting of the stormwater violation appeals board shall be:
- (a) Call to order.
 - (b) Determination of quorum.
 - (c) Approval of minutes at previous meeting.
 - (d) Hearing of cases on the agenda in order of agenda.
 - 1. Consideration of cases.
 - 2. Motions shall be stated by the chairman or his designee before a vote is taken. The names of persons making and seconding motions shall be recorded.
 - 3. Continued until all cases are heard or until a determination made that all cases cannot be disposed of on the set date.
 - (e) Other business.
 - (f) Adjournment.
- (6) *Hearing procedure; judicial review.*
- (a) *When to be held.* The stormwater violation appeals board shall schedule an adjudicatory hearing to resolve disputed questions of fact and law whenever provided by any provision of this chapter at the call of the chairman. Such date and time shall be within 15 calendar days following the date of the stormwater violation appeals board initial considerations regarding the appeal.
 - (b) All meetings of the stormwater violations appeals board shall be open to the public.
 - (c) *Record of hearing.* At any such hearing, all testimony presented shall be under oath or upon solemn affirmation in lieu of oath. The board shall make a record of such hearing, but the same need not be a verbatim record. Any party coming before the board shall have the right to have such hearing recorded stenographically, but in such event the record need not be transcribed unless any party seeks judicial review of the order or

action of the board by common law writ of certiorari, and in such event the parties seeking such judicial review shall pay for the transcription and provide the board with the original of the transcript so that it may be certified to the court.

- (d) *Subpoenas.* The chairman may issue subpoenas requiring attendance and testimony of witnesses or the production of evidence, or both. A request for issuance of a subpoena shall be made by lodging with the chairman at least ten days prior to the scheduled hearing date a written request for a subpoena setting forth the name and address of the party to be subpoenaed and identifying any evidence to be produced. Upon endorsement of a subpoena by the chairman, the same shall be delivered to the chief of police for service by any police officer of the city, if the witness resides within the city. If the witness does not reside in the city, the chairman shall issue a written request that the witness attend the hearing.
- (e) *Depositions.* Upon agreement of all parties, the testimony of any person may be taken by deposition or written interrogatories. Unless otherwise agreed, the deposition shall be taken in a manner consistent with Rules 26 through 33 of the Tennessee Rules of Civil Procedure, with the chairman to rule on such matters as would require a ruling by the court under such rules.
- (f) *Hearing procedure.* The party at such hearing bearing the affirmative burden of proof shall first call his witnesses, to be followed by witnesses called by other parties, to be followed by any witnesses which the board may desire to call. Rebuttal witnesses shall be called in the same order. The chairman shall rule on any evidentiary questions arising during such hearing and shall make such other rulings as may be necessary or advisable to facilitate an orderly hearing subject to approval of the board. The board, the city administrator or designee, or his representative, and all parties shall have the right to examine any witness. The board shall not be bound by or limited to rules of evidence applicable to legal proceedings.
- (g) *Appeal to board of city administrator's or designee's order.* Any person aggrieved by any order or determination of the city administrator or designee may appeal said order or determination to the board and have such order or determination reviewed by the board under the provisions of this section. A written notice of appeal shall be filed with the city administrator or designee and with the chairman, and such notice shall set forth with particularity the action or inaction the city administrator or designee complained of and the relief sought by the person filing said appeal. A special meeting of the board may be called by the chairman upon the filing of such appeal, and the board may in its discretion suspend the operation of the order or determination of the city administrator or designee appeals from until such time as the board has acted upon the appeal.
- (h) *Absence of chairman.* The vice-chairman or the chairman pro tem shall possess all the authority delegated to the chairman by this section when acting in his absence or in his

stead.

- (7) *Review of board's decision.* Any person aggrieved by any final order of determination of the board hereunder shall have judicial review by common law writ of certiorari.

(Ord. No. 3581, 7-18-2017)



From the Desk of

Debbie Stamey

Deputy Clerk/Executive Assistant

(423) 585-4603

e-mail dstamey@mymorristown.com

TO: Mayor and City Council

RE: CHANGE OF CITY COUNCIL MEETING DATES; JANUARY 2019

DATE: December 14, 2018

At the December 4, 2018 City Council meeting Council gave final approval to Ordinance No. 3623 which gives Council the ability to adjust the schedule if a meeting falls on a state or federal holiday; providing that the two monthly meetings are still two weeks apart. The option to reschedule the meetings shall be exercised at a public meeting and based upon a majority vote.

The 1st regularly scheduled meeting in January will fall on New Year's day. This new ordinance enables City Council to approve the moving of the January 2019 meetings to the 1st and 3rd Wednesday of the month; January 2nd and January 16th 2019.



From the Desk of

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TO: Mayor and City Council

RE: 2017-2018 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)
AUDIT REPORT

DATE: December 14, 2018

You can locate the audit report at the following web address:

http://www.mymorristown.com/document_center/Finance/Audits/Final%20CAFR%20%202018.pdf