

**WORK SESSION AGENDA
FEBRUARY 20, 2018
4:00 p.m.**

1. Agenda Review

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
FEBRUARY 20, 2018 – 5:00 P.M.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Dr. Cynthia Thompson, Chaplain Unit Coordinator Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. February 6, 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

1. Ordinance No. 3597

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 7 (Fire Protection and Emergency Medical Service) of the Morristown Municipal Code.

2. Ordinance No. 3598
An Ordinance of the City Council of Morristown, Tennessee, Amending Title 15 (Motor Vehicles, Traffic and Parking) of the Morristown Municipal Code.
3. Ordinance No. 3599
An Ordinance of the City Council of Morristown, Tennessee, Amending Title 20 (Miscellaneous) of the Morristown Municipal Code.
4. Ordinance No. 3580.02
An Ordinance to Amend Ordinance Number 3580, The City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2017-2018 and to Appropriate Additional Funds Totaling \$1,000,000; Necessary to Cover the Costs for the Purchase of Property within East Tennessee Progress Center and to Reclassify Funds from other appropriated line items for the Replacement of Body Worn Cameras for the Police Department.

9. NEW BUSINESS

9-a. Resolutions

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14 (Zoning and Land Use Control), Local Business (LB).
{Public Hearing March 6, 2018}

9-c. Awarding of Bids/Contracts

1. Approval of Agreement between the City of Morristown and on behalf of the Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO), and WSP, USA Inc. for the development of the State Route 474/Merchants Greene Boulevard/State Route 66 Corridor Study; in the amount of \$101,485.
2. Approval of Grant Contract Amendment between the State of Tennessee, Department of Transportation and the City of Morristown, to add Consolidated Planning Grant Funds; there is no additional funds, it is just combining the two grants into one grant
3. Approval of Request to Incur Cost prior to Contract Execution under the FastTrack Infrastructure Development Program for Site Preparation Project for Colortech, Inc.

4. Approval of Temporary Workspace/Access Agreement between the City of Morristown and East Tennessee Natural Gas, LLC.
5. Approval of Bid – Telephone Building; to secure all door and window openings on the structure located at 203 West 2nd North Street.
6. Approval of Purchase – Christmas Decorations, Wreaths, for Downtown from Mosca Design in the amount of \$4,202.50.
7. Approval of Purchase – Christmas Decorations, Garland, for Downtown from Mosca Design in the amount of \$7,726.70.
8. Approval of Inspection and Maintenance Agreement (I&M) between the City of Morristown and T. Phillip Carlyle for Stone Haven Subdivision.

9-d. Board/Commission Appointments

9-e. New Issues

1. Approval of Minor Corrections to the Employee Handbook.
2. Approval of hiring of two (2) entry-level Patrol Officers for Morristown Police Department.
3. Approval of Promotion to Detective Corporal, Morristown Police Department.

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

Mar. 6, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Mar. 6, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Mar. 20, 2018	(Tues) 3:45 p.m.	Finance Committee Meeting
Mar. 20, 2018	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
Mar. 20, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Mar. 30, 2018	(Friday)	City Employee's Holiday Good Friday
Apr. 3, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Apr. 3, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Apr. 17, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Apr. 17, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
May 1, 2018	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
May 1, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
May 15, 2018	(Tues) 3:45 p.m.	Finance Committee Meeting
May 15, 2018	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
May 15, 2018	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
May 28, 2018	(Monday)	City Employee's Holiday Memorial Day

WORK SESSION AGENDA
FEBRUARY 20, 2018

1. Municipal Management Academy Project – Small Business Guide.

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
FEBRUARY 6, 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, February 6, 2018, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Kay Senter, Dennis Alvis, Ken Smith, and Tommy Pedigo, absent; Chris Bivens.

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

Councilmember Alvis made a motion to approve the January 16, 2018, minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Mayor Chesney commended the City Administrator and Staff on receiving the Budget Award from the Government Financial Officers Association (GFOA). City Administrator Cox stated that this was the fifth (5th) year that the City of Morristown had received this award.

Mayor Chesney introduced Gordon Lintz, Noon Rotary Club, Mr. Lintz advised Council of the donation from the Rotary Club for enhancements to the Rotary Disc Park at Frank Lorino Park; which will double the playing course.

Councilmember Senter made a motion to approve Ordinance No. 3595 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3595

**An Ordinance of the City Council of Morristown, Tennessee,
Amending Chapter 1 (General Regulations) of Title 15 (Motor
Vehicles, Traffic and Parking) of the Morristown Municipal Code.**

Councilmember Smith made a motion to amend Ordinance No. 3596 and include the addition of "Business Professional and Governmental Offices, and Retail Sales Establishments" to the list of permitted uses. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve Ordinance No. 3596, as amended, on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3596

**An Ordinance of the City Council of Morristown, Tennessee,
Amending Title 14 (Zoning and Land Use Control), Chapter 2,
(Section 14-203 Definitions) and Chapter 10, (Intermediate Business.)**

Councilmember Senter made a motion to approve Ordinance No. 3597 on first reading and schedule a public hearing relative to final passage of said ordinance for February 20, 2018. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3597

**An Ordinance of the City Council of Morristown, Tennessee,
Amending Title 7 (Fire Protection and Emergency Medical Service)
of the Morristown Municipal Code.**

Councilmember Pedigo made a motion to approve Ordinance No. 3598 on first reading and schedule a public hearing relative to final passage of said ordinance for February 20, 2018. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3598

**An Ordinance of the City Council of Morristown, Tennessee,
Amending Title 15 (Motor Vehicles, Traffic and Parking) of the
Morristown Municipal Code.**

Councilmember Senter made a motion to amend Ordinance No. 3599 and include the following language in Section mmm. “and paved, concrete or hard services”; after the words “pedestrian areas”. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve Ordinance No. 3599, as amended, on first reading and schedule a public hearing relative to final passage of said ordinance for February 20, 2018. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3599

**An Ordinance of the City Council of Morristown, Tennessee
Amending Title 20 (Miscellaneous) of the Morristown Municipal
Code.**

Councilmember Pedigo made a motion to approve Ordinance No. 3580.02 on first reading and schedule a public hearing relative to final passage of said ordinance for February 20, 2018. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3580.02

An Ordinance of the City Council of Morristown, Tennessee, Amending Ordinance Number 3580, The City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2017-2018 and to appropriate additional funds totaling \$1,000,000; necessary to cover the costs for the purchase of property within the East Tennessee Progress Center and to reclassify funds from other appropriated line items for the replacement of Body Worn Cameras for the Police Department.

Councilmember Alvis made a motion to approve the Scoreboard Bid in the amount of \$3,540 Baseball Unit Price, \$3940 Football Unit Price and \$75 carrying case for control console for each scoreboard to Electro Mech Scoreboard Company. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve the contract for body worn cameras to Axon and allow the City Administrator to enter into a contract for the Body Worn Camera System. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the Task Order Agreement for Bidding Functions for Phase IV Freddie Kyle Greenway Program to McGill & Associates. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the Inspection and Maintenance Agreement (I&M) between the City of Morristown and Masengill Falls Lot 8. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve the Inspection and Maintenance Agreement (I&M) between the City of Morristown and SunTrust Branch Banking Center – Colonial Square. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the application for the 2018 Assistance to Firefighters Grant offered through the Federal Emergency Management Agency in the amount of \$24,970; (10% match). Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney re-appointed Paulette Thomas (selected by the clientele of the MHA to be their representative) for a five (5) year term to the Morristown-Hamblen Housing Authority; term to expire on February 15, 2023.

Councilmember Smith made a motion to approve the Deed of Easement between City of Morristown, Colortech, Inc., Toyota TRW Automotive, Inc., and Vifan USA, Inc. to grant, bargain sell, transfer and convey unto Norfolk Southern Railway Company a permanent and perpetual easement for railway purposes. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the Certificate of Compliance for Charles Hodge and Cynthia Shoun, owners of Chuck’s Package Store, 3401 West Andrew Johnson Highway, Morristown, TN. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

City Administrator Tony Cox reported to Council on the East Tennessee Human Resource Agency (ETHRA) Fixed Express Route Study.

City Administrator Tony Cox reported to Council that the City of Morristown will begin a data sharing partnership with Waze Navigational Systems - Connected Citizens Program.

Mayor Chesney adjourned the February 6, 2018, City Council meeting at 5:33 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. 3597

**BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 7 OF THE MORRISTOWN
MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that Title 7 of the Morristown Municipal Code is amended by modifying the Title and by the addition of the following language in the form of two new Chapters:

“TITLE 7 – FIRE PROTECTION AND EMERGENCY MEDICAL SERVICE

CHAPTER 6 - SMOKE DETECTORS

Sec. 7-601. - Definitions.

As used in this chapter, unless the context otherwise requires:

Apartment building means any building containing three or more living units with independent cooking and bathroom facilities, whether designated as apartment house, tenement, garden apartment, or by any other name. The term does not include condominium projects.

Approved smoke detector means a device which senses visible or invisible particles of combustion and has been investigated and listed in accordance with standards prescribed by:

(1) A nationally recognized and approved independent testing agency or laboratory, such as Underwriters' Laboratories' Standard for Single and Multiple Station Smoke Detectors (UL 217); or

(2) An agency authorized to make independent inspections by the state fire marshal.

Hotel means any building providing sleeping accommodations for guests, travelers, or semi-permanent residents. The term includes motels, inns, boarding homes, lodging homes, rooming houses, tourist homes, hostels, dormitories, and so-called apartment hotels.

Sec. 7-602. - Regulations for apartments and hotels.

(a) Any smoke detector required in an apartment building by this chapter shall be maintained by the tenant of the living unit where the smoke detector is located in

accordance with the manufacturer's instructions. However, upon termination of a tenancy in a unit, the owner of the apartment building shall ensure that any required smoke detector is operational prior to reoccupancy of the unit.

(b) The owner or manager of a hotel shall be responsible for performance of such maintenance, repairs, and tests as are necessary to ensure that every smoke detector required in such hotel is operational at all times.

(c) No alarm silencing switch or audible trouble silencing switch shall be provided unless its silenced position is indicated by a readily apparent signal.

(d) It shall be unlawful to:

(1) Own or operate a hotel without installing an approved smoke detector in every room of the building which is ordinarily used for sleeping purposes: or

(2) Own or operate an apartment building without installing an approved smoke detector in every living unit within the apartment building. When activated, the detector shall initiate an alarm which is audible in the sleeping room of the unit.

Sec. 7-603. - General requirements.

All smoke detectors required by this chapter:

(1) Shall be installed in accordance with the manufacturer's directions, unless they conflict with applicable law;

(2) May be wired directly ("hardwired") to the building's power supply, powered by a self-monitored battery, or operated with a plug-in outlet fitted with a plug restrainer device (provided the outlet is not controlled by any switch other than the main power supply); and

(3) Must comply with the City's Fire Code as currently adopted and all applicable Tennessee laws, including, but not limited to Tennessee Code Annotated §68-102-151, §68-120-101, and §§68-120-111-112.

Sec. 7-604. - Tampering with detectors unlawful.

It shall be unlawful for any person to tamper with or remove any smoke detector required by this chapter, or a component thereof.

Sec. 7-605. - Violations and penalties.

Any person violating the provisions of this chapter shall be guilty of a misdemeanor, and shall be subject to a penalty not to exceed \$50.00 and court costs. Each day on which a violation continues shall constitute a separate offense under this section.

Sec. 7-606. - Existing building requirements.

The provisions of this chapter shall apply only to existing buildings. Smoke detectors shall be installed and maintained in new buildings in accordance with the applicable building construction safety standards as provided in T.C.A. § 68-120-101, et seq.

(Ord. No. 2487, 10-1986)

Sec. 7-607. - Compliance with other laws.

Compliance with this chapter shall not relieve any person from the requirements of any other applicable law, ordinance, rule or regulation.

CHAPTER 7 – EMERGENCY MEDICAL SERVICE

Sec. 7-701. - Franchise.

Morristown-Hamblen Emergency Medical Service Company (E.M.S.) is granted an exclusive franchise to locate, maintain and operate an ambulance service within the city, to transport both emergency and non-emergency patients in all cases wherein the Morristown-Hamblen Emergency Medical Service Company or Hamblen County Emergency Communication District (E-911) and/or the Hamblen County sheriff's department and/or the police department of the city are requested to dispatch an ambulance to transport such patients.

Sec. 7-702. - Service requirements.

The franchise shall provide all ambulance services that are requested and dispatched, direct or indirect, through the E-911 dispatch number and/or by the Hamblen County sheriff's department and/or the police department of the city. Said franchise shall also participate in all activities required of emergency management preparedness planning in Hamblen County including simulations, mock disasters, and training and shall respond to all actual occurrences where lives and property are threatened. The Morristown City Council shall have the authority to issue primary and secondary service franchise(s).

Sec. 7-703. - Compliance with standards.

All facilities, equipment and personnel of the franchisee shall be maintained and operated in accordance with the requirements and regulations of Tennessee Emergency Medical Services Board and the Commissioner of Health and Environment for the State of Tennessee. Furthermore, the franchisee shall comply with the regulations of the EMS Regulatory Board as established by the Hamblen County Commission.

Sec. 7-704. - Assignability.

The Morristown-Hamblen Emergency Medical Service Company shall have no right to assign this permit without the approval of the city governing body, which approval shall not be unreasonably withheld.

Sec. 7-705. - Termination.

This franchise may be terminated upon 90 days' written notice by the city directed to the Morristown-Hamblen Emergency Medical Service Company or by said Emergency Medical Company directed to the city. Furthermore, said ambulance service will be subject to such reasonable rules and regulations as may be promulgated by said city.

Sec. 7-706. - Responsibility of operation.

Although the franchisee shall have full responsibility for maintenance, ownership, and operation of the ambulance service, the city shall be furnished copies of financial statements on a quarterly basis and a copy of an annual financial statement to be audited by an independent certified public accountant.

Sec. 7-707. - Other ambulance services.

All other ambulance services, including Morristown-Hamblen Emergency Medical Services Company, duly licensed by the State of Tennessee and complying with all provisions of the Emergency Medical Services Act of 1983 set out in T.C.A. § 68-140-301, as amended, and having obtained a permit from the city, shall be permitted to operate in the city, to transport patients in all cases wherein such ambulance service is directly requested to provide such service by such patient and/or on behalf of such patient and not through the E-911 number and/or the Hamblen County sheriff's department or the police department of the city provided, however, that no such ambulance service shall fail or refuse to provide such service to any person

because of that person's real or perceived inability to pay for such service. A violation of this provision shall be grounds for revocation of the permit.”

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

PASSED ON FIRST READING THIS THE 6TH DAY OF FEBRUARY 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 20TH DAY OF FEBRUARY 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. 3598

**BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 15 OF THE MORRISTOWN
MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that Title 15 of the Morristown Municipal Code is amended by modifying the Title and by the addition of the following language in the form of a new Chapter:

"TITLE 15 – MOTOR VEHICLES, TRAFFIC AND PARKING

CHAPTER 14 – MOVING BUILDINGS

Sec. 15-1401. - Permit required.

It shall be unlawful for any person or entity to move or cause to be moved any building within, into, through, or from the city without first obtaining a permit therefor from the Chief Building Inspector, or his designee. Such permit shall be known as a "building moving permit."

Sec. 15-1402. - Application for permit.

Any person or entity desiring such a permit shall file with the Chief Building Inspector, or his designee an application therefor in writing on a form to be furnished by the city for that purpose.

Such application shall specify the following:

- (1) The character and size of the building to be moved;
- (2) The reason for such moving;
- (3) The use, purpose and occupancy for which said building or structure is to be used;
- (4) The location from which and to which said building is to be moved;
- (5) A plot plan showing the proposed location of the building upon the property to which said building is to be moved, provided said location is in the city;
- (6) The streets on, over or through which it is desired to move said building;
- (7) Whether the building conforms to the zoning laws in the location to which it is to be moved.

Sec. 15-1403. - Investigation.

Upon the filing of the application, the Chief Building Inspector, or his designee shall cause an investigation to be made of the building and of the matters addressed by the application.

Sec. 15-1404. - Denial of permit.

No permit shall be issued to move any building or structure which, in the opinion of the Chief Building Inspector, or his designee:

- (1) Is so constructed or in such condition as to be dangerous;
- (2) Is infested with pests or unsanitary;
- (3) If it is a dwelling or habitation, is unfit for human habitation;
- (4) Is so dilapidated, defective, unsightly or in such a condition of deterioration or disrepair that its relocation at the proposed site would cause appreciable harm to or be materially detrimental to the property or improvements in the district within a radius of 1,000 feet from the proposed site;
- (5) If the proposed use is prohibited by the zoning laws of the city;
- (6) If the structure is of a type prohibited at the proposed location by any ordinance of the city; or
- (7) If the moving of the building or structure causes unreasonable damage to the trees, plants and shrubs on and along the public streets.
- (8) If the building or structure is in such a condition as to be impracticable of repair and restoration to the extent that thereafter, it would meet the minimum standards of applicable building and safety codes and standards.

Provided, however, that if the condition of the building or structure, in the judgment of the Chief Building Inspector, or his designee, admits of practicable and effective repair, the permit may be issued upon the terms and conditions as set forth herein.

Sec. 15-1405. - Terms and conditions of permit.

When a building moving permit is granted, such terms and conditions as may be deemed reasonable and proper may be imposed, including, but not limited to, the public streets, or other public property in the city on, over or through which the

building or structure shall be moved, and the requirements of changes, alterations, additions or repairs to be made to or upon the building or structure, to the end that the relocation thereof will not be materially detrimental or injurious to public safety or to public welfare or to the property and improvements, or either, in the district to which it is to be moved.

Such terms and conditions shall be written upon the permit or appended in writing thereto.

Sec. 15-1406. - Estimate of cost and deposit.

The applicant shall also deposit with the city clerk a cash deposit sufficient to cover the cost to the city as estimated by the Chief Building Inspector, or his designee, of trimming, moving, removing or replanting of trees or shrubs, and of moving, removing, or displacing any pole or other structure, supporting any wires, cables or other equipment belonging to the city or the cutting, displacing or changing the location of any wire, cable or other equipment upon said poles or structures belonging to the city. The applicant shall provide the Chief Building Inspector, or his designee with the estimated costs from any additional entities, like utility providers, and shall provide proof that requisite arrangements have been made with said entities to complete the move of the building.

Sec. 15-1407. - Liability insurance.

Every person or entity moving a building in the city shall file with the city administrator's office a liability insurance policy issued by a solvent corporation holding a certificate of authority to do insurance business in the state, which policy shall conform in all respects to the requirements of this section.

In lieu of filing the insurance policy herein referred to, a certificate of insurance issued by an insurance corporation may be filed. The certificate must show that a policy meeting the requirements of this section has been issued, and shall set forth the expiration date of said policy.

The liability policy required under this section shall insure the person or entity moving a building against loss from the liability imposed by law for injury to, or death of, any person growing out of the moving of such building, to the amount or limit of \$1,000,000.00 exclusive of interest and costs, on account of injury to, or death of, any one person, and \$1,000,000.00 exclusive of interest and costs, on account of moving any one building resulting in injury to or death of more than one person, and \$1,000,000.00 for damage to property of others, resulting from moving any one building.

Sec. 15-1408. - Owner's completion bond.

Prior to the issuance of a permit to move a building, the owner or lessee of the property upon which the building is to be located shall file with the Chief Building Inspector, or his designee a corporate surety bond, letter of credit, or some other form of security acceptable to the City, conditioned as follows: That all of the work required to be done to complete the relocation, alteration and reconstruction of the building pursuant to the conditions of the said permit shall be fully performed and completed within a reasonable time, (not to exceed 120 days), to be specified by the Chief Building Inspector, or his designee in the permit. Such form of security shall be in principal amount equal to the owner's estimated cost of the work proposed to be done plus 10% thereof, and shall name the city as obligee, and shall be in a form approved by the city attorney and in an amount approved by the Chief Building Inspector, or his designee.

In lieu of furnishing such a corporate surety bond, letter of credit, or other form of security, the owner or lessee may post a cash deposit in the amount of said required security, or assign a certificate of deposit or other acceptable governmentally insured security instrument in such amount.

An extension of time for said completion may be granted in writing by the Chief Building Inspector, or his designee when, in his discretion, circumstances shall so justify, but no such extension shall release any surety or other security.

Sec. 15-1409. - Clearance of site and safety measures required.

Prior to the issuance of a permit to move a building, the owner or lessee of the property from which the building is to be moved shall file with the city administrator's office a corporate surety bond, letter of credit or other form of security in favor of the city conditioned as follows:

- (1) Before any work is started on a building or structure, the permittee or his authorized agent shall notify the appropriate utilities in order that all gas, water and oil pipelines that are to be disconnected from the building may be securely capped and sealed.
- (2) Immediately after the moving of any building or structure, the permittee or his authorized agent shall securely barricade all basement excavations and other holes or openings.
- (3) Within ten days after the moving of any building or structure, the permittee or his authorized agent shall complete the following work:

- a. Securely close and seal any sanitary piping located on the property.
- b. Fill with dirt or sand any septic tanks or cesspools located on the property.
- c. Fill any openings, excavations or basements remaining on the land with dirt or sand to street level or the natural level of adjoining property, unless otherwise directed by the Chief Building Inspector, or his designee.
- d. Remove any buried underground tanks formerly used for storage of flammable liquids.
- e. Remove all refuse, debris and waste materials from the property.

The security required by this section shall be in an amount equal to the cost of the work proposed to be done, as estimated by the Chief Building Inspector, or his designee.

In lieu of furnishing such a corporate surety bond or letter of credit, the owner or lessee may post a cash deposit in the amount of said bond, or assign a certificate of deposit or other acceptable governmentally insured security instrument in such amount.

An extension of time for completion of the work required by this section may be granted by the Chief Building Inspector, or his designee, when, in his discretion, circumstances justify such an extension; but no such extension shall release any bond or other security furnished pursuant to this section.

Sec. 15-1410. - Permit fee.

A permit fee in the amount of \$100.00 shall be paid to the city upon the issuance of each house moving permit.

Sec. 15-1411. - Issuance of permit.

The Chief Building Inspector, or his designee shall approve the issuance of a building moving permit when all the necessary requirements and conditions of this article have been complied with, including all utility certifications as referenced in 15-1406.

Sec. 15-1412. - Suspension or revocation of permit.

The Chief Building Inspector, or his designee, at any time, for sufficient cause, may revoke or suspend any permit granted under this chapter.

Sec. 15-1413. - Control and supervision.

Every building which is moved on, over or through any public street, way or park in the city shall be under the control of the Chief Building Inspector, or his designee and every such building shall be moved in a careful manner and the work shall be prosecuted with diligence to the satisfaction and approval of said Chief Building Inspector, or his designee. This section in no way relieves the person or entity having charge of the moving of any building of his obligation to furnish proper supervision.

Sec. 15-1415. - Notice required.

Notice must be given by the person to whom the permit is issued, or his representative, to both the department of public works and the police department of the city not less than 120 hours before the actual work of moving a building or structure is to commence.

Sec. 15-1415. - Default in performance of conditions.

Whenever a default has occurred in the performance of any term or condition of any permit, written notice thereof shall be given to the permittee by the Chief Building Inspector, or his designee, said notice to state the work to be done, the estimated cost thereof, and the period of time deemed to be reasonably necessary to complete such work. After receipt of such notice, the permittee must, within the time therein specified, either cause the work to be done or pay over to the city the estimated cost of doing the work, as set forth in the notice, plus 10% of said estimated cost. If the permittee chooses to pay the City for the estimated cost of the work to be done, the amount the permittee is required to pay shall be any amount that exceeds the bond or security amount received by the City. Upon receipt of notice from the city that the permittee has deposited such money, the Chief Building Inspector, or his designee shall cause the required work to be performed and completed.

If the permittee defaults, the city shall have the option, in lieu of completing the work required, to demolish the building or structure and to clear, clean and restore the site or sites.

Sec. 15-1416. - Approval of route.

The streets over which any building or structure is to be moved must be approved by the Chief Building Inspector, or his designee. The Chief Building Inspector, or his designee will coordinate the route and approval thereof with any other interested parties/entities.

Sec. 15-1417. - Obstructing streets.

No person owning or having charge of the moving of any building into, on, over, through, or from any public streets, ways or parks in the city, shall permit said building to remain in any one location on any such street, way or park for a period longer than one (1) hour, except by written permission obtained from the Chief Building Inspector, or his designee, or to obstruct traffic on any railroad.

Sec. 15-1418. - Lights and barricades.

The person having charge of the moving of any structure shall maintain proper lights and barricades whenever such structure is on any public street, way or park during the hours of darkness.

Sec. 15-1419. - Wires and structural supports.

In the event that the moving of any building for which a permit shall have been granted hereunder makes it necessary to move, remove or displace any pole or other structure supporting the wires, cables or other equipment of any public entity or of the city or to cut, displace or change the location of any wire, cable or other equipment upon said pole or structure, the person or entity to whom such permit has been granted, or his authorized representative, shall obtain permission in writing from the owner or owners of such pole, structure or the wires, cables or other equipment thereon, and shall notify such owner or owners at least 120 hours prior to the time that the moving of such building will necessitate the removal of such obstructions.

The person or entity to whom said permit is granted shall not at the expiration of said time of notice or any time, cut, move or in any way disturb said public utility or city property; and such work shall be done only by the authorized workmen of the utility or the city, whichever is the owner or is by agreement, responsible for the utility.

The person or entity to whom said permit is granted shall pay to said public utility, or to said city, as the case may be, any and all costs or expenses for the removal,

rearrangement or replacement of any pole or structural support of wires, cables or equipment thereon or of any damage to such property.

Sec. 15-1420. - Trees, plants and shrubs.

In the event that the moving of any building for which a permit shall have been granted hereunder makes it necessary to trim, move, remove or replant any tree, plant or shrub belonging to or under the control of the city, the person or entity to whom such permit has been granted, or his authorized representative, shall notify the Chief Building Inspector, or his designee at least 120 hours prior to the time that the moving of such building will necessitate the removal of such obstructions.

The person or entity to whom said permit is granted shall not at the expiration of said time of notice or at any time trim, move, remove, replant or otherwise disturb such trees, plants or shrubs; and such work shall be done only by the authorized workmen of the city unless otherwise approved and so ordered by the Chief Building Inspector, or his designee.

The person or entity to whom said permit is granted shall pay to said city any and all costs or expenses for the trimming, moving, removing or replanting of any trees, plants or shrubs or of any damage thereto.

Sec. 15-1421. - Repairs to public property.

In the event that the moving of any building for which a permit shall have been granted hereunder causes damage to the public streets or other public property, in addition to any other remedies the city may have, the Chief Building Inspector, or his designee may cause such damage to be repaired and the cost thereof shall be deducted from the deposit required herein, or he may require the person or entity to whom such a permit has been granted or his authorized representative, upon written notification from the Chief Building Inspector, or his designee to make all necessary repairs to such streets or property; provided, however, that should said person to whom said permit has been granted, and to whom said notice has been given, or his authorized representative, fail to make said necessary repairs within the period of time designated in said written notice, said Chief Building Inspector, or his designee may cause such necessary repairs to be made and the cost thereof deducted from the deposit required herein.

Sec. 15-1422. - Refunding of deposits.

When the moving of any building for which a permit has been granted is completed, and all damage to public streets or other public property has been repaired to the

satisfaction of the Chief Building Inspector, or his designee and all costs of repairing damage or performing other work as provided herein, have been paid, and the deposit as required by section 15-1406 hereof, or such portion thereof then remaining unused under the provisions of this article shall be refunded upon surrender of the deposit receipt representing the said money so deposited. Should the cost, however, of repairing damages and/or performing other work as in this article provided, said permit was granted shall be held liable for the amount of damage and/or other costs which are in excess of the amount deposited, and it shall be the duty of the city administrator, upon receipt of the request from the Chief Building Inspector, or his designee, to collect such part of the claim which is in excess of the deposit from the person or entity to whom the permit was granted.”

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

PASSED ON FIRST READING THIS THE 6TH DAY OF FEBRUARY 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 20TH DAY OF FEBRUARY 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. 3599
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 20 OF THE MORRISTOWN
MUNICIPAL CODE.

Be it ordained by the City Council for the City of Morristown that text of Title 20 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

“TITLE 20 – CITY PARKS RULES AND REGULATIONS

CHAPTER 1 – RULES AND REGULATIONS

Sec. 20-101. - Definitions.

The following definitions shall apply throughout this section:

City code means a reference to, or a section of, the Morristown Municipal Code.

City council means the governing body of the city.

City recreation commission means the appointed 11-member body of the City of Morristown.

Department means the City of Morristown Parks and Recreation Department.

Director means the Director of Morristown Parks and Recreation, or his designee.

Park shall include any city owned or leased park, open space area, recreation area, natural area, or building or facility located within such area, of the city.

Sec. 20-102. - City park rules and regulations.

- (a) Abandonment of any vehicle or other personal property is prohibited in a park.
- (b) Leaving any vehicle or other personal property unattended, without prior permission of the director is prohibited. In the event an unattended vehicle interferes with the safe and orderly management of the park area, it may be towed immediately at the owner's expense.
- (c) No person, organization, firm or corporation shall post and/or distribute handbills, circulars, bulletins, banners, signs, or other printed materials within city parks without first having obtained written permission from the director and a written permit from the city. Commercial notices or advertisements shall not be displayed, posted or distributed on park area lands unless prior written permission

has been granted by the director. Such permission may be granted if the notice or advertisement is of goods, services, or facilities available within the park area or, if in the opinion of the director, such notices and advertisements are found to be desirable or necessary for the convenience and guidance of the public.

(d) Engaging in or soliciting any business in a park area, except in accordance with the provisions of a permit, contract, or other written agreement with the department is prohibited.

(e) No person shall erect any structure, stand, or platform, or hold any organized sponsored athletic contest in any park or recreation area without the written approval of the director. This provision does not prohibit informal games or athletic activities such as casual matches, scrimmages, pick-up games, etc.

(f) The fastening of any show card, poster, or other advertising device upon any park or park property without written permission from the director is prohibited.

(g) Any concessionaire, which through contractual agreement with the department operates any concession, shall supply and provide the required permits for such operation.

(h) All concession areas operated by the department shall be operated according to the concession lease agreement of the department.

(i) Consumption of alcoholic beverages within a park is prohibited, except at Heritage Park which must be specifically permitted by the City's Beer Board and/or Tennessee Alcoholic Beverage Commission.

(j) Charitable solicitation within a park is prohibited unless the solicitor fully complies with the city's solicitation ordinance.

(k) Commercial peddling and soliciting of any kind is strictly prohibited. This section shall not apply to transactions with authorized concessionaires within a park.

(l) Bicycle riders must comply with all applicable traffic regulations and safety equipment requirements. Use of bicycles shall be confined to approved trails or designated areas.

(m) The director may close or otherwise restrict the use of any park or recreation facility when necessary to protect life or property, or for any other emergency. Such restricted area shall be defined, whenever practicable, by signs, markers, and through public notice.

(n) Camping, whether tent, trailer, or other types of units, is prohibited in all parks, except with the written approval of the director. Such approval shall be given only in unique situations, i.e., Boy Scout/Girl Scout overnight group camp out. In such cases, all camping equipment shall be completely removed and camping sites cleaned by campers before departure.

(o) Construction of any building, structure, utility or any other entity upon, across, over, through, or under any park area, except in accordance with the provisions of a valid permit and contract and with the written approval of the director is prohibited.

(p) No person shall disturb, tend to disturb, or aid in disturbing the peace of others by violent, tumultuous, offensive, or obstreperous conduct.

(q) The playing of any of the following devices in violation of the City's noise ordinance as codified in Title 11, Chapter 2 within the park is prohibited: Radio, television set, musical instrument, loud speaker, other device for amplification of sound, or any other noise producing devices such as electric generating or other equipment driven by motors or engines.

(r) The operation or use of public address systems, whether fixed, portable, or vehicle mounted is prohibited except when such use or operation is in connection with public gatherings or special events which have been approved by the director.

(s) No person shall disobey the lawful and reasonable order of a park employee in the discharge of his/her duties, or disobey or disregard the notices, prohibitions, instructions, rules or regulations on any park sign.

(t) All animals are prohibited within the parks except as otherwise permitted pursuant to the terms of the General Pet Guidelines (located at the Parks & Recreation Office) or sight or guide dogs used by the visually impaired as referenced in Tennessee Code Annotated §62-7-112.

(u) The use or possession of explosives is prohibited.

(v) The use or possession of fireworks and firecrackers is prohibited except for community fireworks display with written permission from director. The director shall require of the user of such devices such reasonable all risk insurance coverage as he deems appropriate.

(w) Reserved

- (x) The creation of any fire in any park outside a specifically designed picnic grill, fireplace or other similarly designed enclosure is prohibited without the written permission of the director.
- (y) Only approved material may be used in the creation of such fires. No live plant material may be used for the creation of any fire.
- (z) Reserved.
- (aa) All lighted cigarettes, cigars, smoking pipes, matches or other burning materials must be extinguished before disposing of same in a proper container or area.
- (bb) Digging is prohibited within all park areas.
- (cc) All persons must properly dispose of trash and debris caused by them to be in a park.
- (dd) Flea markets, garage sales, rummage sales, and all other such sales by a person, persons or organizations for either private or non-profit purposes are prohibited in park and recreation areas.
- (ee) Horses and other saddle animals in an approved park are allowed only on trails or facilities designated for them. Such animals may be allowed in parks only in special circumstances approved by the director.
- (ff) No one shall be allowed in the parks between the hours of 10:00 p.m. and 6:00 a.m.
- (gg) Nothing in this section shall restrict any official work or activity in said areas during restricted hours by any department of the city.
- (hh) Entering or leaving any park or recreation facility except at established entrance ways or exits is prohibited. Presence in any park or recreational facility other than during posted operating hours is prohibited.
- (ii) The installation and planting of any memorial tree, or any memorial tree marker, without the permission of the director is prohibited. Memorial trees may be planted in designated areas as defined within the memorial tree guidelines at that time. Flush to the ground markers may be purchased and will be installed by park crews upon approval of the director.
- (jj) The department is granted by the governing body the authority to make known additional rules and regulations as it deems necessary to insure the orderly

growth and protection of the park, recreation and natural resource areas under its control consistent with and in furtherance of the intent of this ordinance. Such additional rules and regulations shall have the force and effect of law ten days after their adoption by the parks and recreation advisory board, after their publication once a week for two weeks in a local newspaper and after a copy thereof has been posted near each gate or principal entrance to the public ground to which they apply. In addition, a copy of the ordinance from which this section derives and any future additional rules and regulations adopted by the parks and recreation advisory board, pursuant to the ordinance from which this section derives shall be posted near each gate or principal entrance to the public ground to which they apply and made available for public inspection or review at the principal office of the parks and recreation advisory board, and the municipal building.

(kk) The director shall be the final authority in interpreting the rules and regulations relating to the park, recreation, natural resources, historical, and cultural areas of the city. The director shall also be responsible for the administration of this ordinance. An appeal from the director's decision or action shall lie with the city recreation advisory board. An appeal of the director's decision shall be filed in writing with the city recreation advisory board within ten days of the rendering of a final decision or adverse action by the director. The recreation advisory board shall render its decision at the next regularly scheduled monthly meeting if the director's decision is rendered at least ten days prior thereto. If the director's decision is rendered within ten days of the next regular meeting of the parks and recreation advisory board, then the board may, but shall not be required to hear the appeal at the second regular board meeting following the director's decision.

(ll) Interfering with, encumbering, obstructing or rendering dangerous any part of a park is prohibited.

(mm) The intentional or wanton destruction, injury, defacement, or removal of any natural or cultural feature or non-renewable natural resource is prohibited, without specific written permission from the director.

(nn) The intentional or wanton destruction, injury, defacement, removal or disturbance in any manner of any public buildings, signs, equipment, monument, marker, or other structure or of any relic, artifact, and historic structure or of any other similar public property is prohibited. The unauthorized possession of park equipment is prohibited without the written permission of the director.

(oo) The gathering or collecting of natural products of a renewable living resource such as plant material for personal use or for commercial sale is prohibited. The destroying, digging, cutting, removing, or possession of any tree, shrub, or other plant is prohibited absent a permit granted by the director.

(pp) No person shall molest, kill, wound, hunt, or remove any animal, reptile, bird, or eggs of such animals in any park.

(qq) Persons, corporations, or organizations may not conduct public meetings, assemblies, worship services, entertainment, demonstrations, or political rallies, within the general confines of a park or recreational area without written permission of the director.

(rr) Written approval from the director for uses described in [subsection] (qq) above may be denied based on the following:

(1) A prior application for the same time and place has been made which has been or will be granted; or

(2) The event will present a clear and present danger to the public health safety or welfare; or

(3) The event will cause a nuisance and disturbance to a significant number of other users of the park; or

(4) The event is of such nature or duration that it cannot reasonably be accommodated in the particular park area for which application is made.

(ss) Reserved.

(tt) Without the written permission of the director, no park or facility within a park with the exception of picnic shelters may be reserved for the exclusive use of an individual or group. All play equipment, athletic facilities, parking areas, and other amenities are for the use of the public at large.

(uu) The creation or maintenance of a nuisance upon city properties is prohibited.

(vv) Reserved.

(ww) Polluting or contaminating in any manner any watershed or water supply is prohibited.

(xx) Depositing of any bodily waste in or on any portion of any restroom facility or other public structure except into fixtures provided for that purpose is prohibited. Placing any item in any of the plumbing fixtures in such a station or facility for the purpose of interfering with or blocking the plumbing is prohibited. All restroom facilities shall be used in a clean and sanitary manner.

(yy) Using the public waste containers for dumping of household or commercial garbage or trash brought as such from off premises, except for trash reasonably incidental to a visit to a park or recreational facility, is prohibited.

(zz) Reserved.

(aaa) Sports events, pageants, reenactments, regattas, entertainments and the like, characterized as public spectator attractions are prohibited without the prior written approval of the director.

(bbb) Swimming and bathing are prohibited except in municipal swimming pools or splash pads specifically designed for such.

(ccc) Violators of posted rules governing the use of swimming in municipal pools will be subject to removal from the premises if the violation is flagrant or repeated or the continued presence of the violator would create a hazardous condition in the area.

(ddd) Specific rules governing the usage of municipal swimming pools in the city are codified in the Swimming Pool Policy Manual and are incorporated herein by reference.

(eee) Motorized vehicles are prohibited on trails, with the exception of maintenance vehicles of the city, authorized contractors and motorized wheel chairs.

(fff) All operators of motor vehicles in parks must conform to all traffic rules and regulations of the city and the State of Tennessee.

(ggg) The speed limit in all parks and recreation areas is 15 miles per hour.

(hhh) No driver shall stop, park, or leave any vehicle, whether attended or unattended, upon the paved or maintained surface of a road or parking area so as to leave less than ten feet of the width of the same traffic lane for the free or unobstructed movement of other vehicles, except in the event of an accident or as otherwise directed by an authorized person.

- (iii) Pedestrians have right-of-way over motor vehicles in all parks.
- (jjj) Operating a motor vehicle in areas other than established roadways, parking areas, or designated routes is prohibited.
- (kkk) All operators of motorcycles, trail bikes, off-road vehicles and other motorized vehicles must conform to the same rules and regulations as those of any other motor vehicle.
- (lll) No person shall grease, lubricate, or make repairs to any vehicle in a park or recreation area except those of a minor nature, and then only in case of emergency.
- (mmm) Roller blades, roller skates, skate boards and bicycles, are prohibited on all tennis courts, basketball courts, shelters, pavilions, bleacher areas, splashpad, pedestrian areas and paved, concrete or hard services, unless specified by signage.
- (nnn) The hitting of golf balls and use of glass containers in any park is prohibited.
- (ooo) Reserved.

Sec. 20-603. - Penalties.

Any violation of these rules and regulations for the care and management of such properties as may be made under the authority of T.C.A. § 11-24-112, and the Morristown Municipal Code governing the appropriate violation, shall be subject to enforcement by a civil penalty of not more than \$50.00 for each violation.”

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

PASSED ON FIRST READING THIS THE 6TH DAY OF FEBRUARY 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 20TH DAY OF
FEBRUARY 2018.

MAYOR

ATTEST:

CITY ADMINISTRATOR

APPROPRIATION ORDINANCE

Ordinance Number: 3580.02

TO AMEND ORDINANCE NUMBER 3580, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR THE FISCAL YEAR 2017-2018 AND TO APPROPRIATE ADDITIONAL FUNDS TOTALING \$1,000,000; NECESSARY TO COVER THE COSTS FOR THE PURCHASE OF PROPERTY WITHIN EAST TENNESSEE PROGRESS CENTER AND TO RECLASSIFY FUNDS FROM OTHER APPROPRIATED LINE ITEMS FOR THE REPLACED OF BODY WORN CAMERAS FOR THE POLICE DEPARTMENT.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3580 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2017-2018 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	RESERVES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Fund Balance	110-27200	Unassigned Fund Balance		\$ 1,000,000		
General (#110)	Transfers Out	110-92000-639	Transfer to Capital Projects Fund			\$ 1,000,000	
General (#110)	Police - Patrol	110-42120-419	Small Tools			\$ 57,500	
General (#110)	Police - Patrol	110-42120-431	Gasoline & Diesel Fuel				\$ 43,500
General (#110)	Police - Patrol	110-42120-971	Motor Equipment				\$ 14,000
			Totals	\$ -	\$ 1,000,000	\$ 1,057,500	\$ 57,500

PASSED ON FIRST READING THIS 6th Day of February 2018

ATTEST:

Mayor

City Administrator

PASSED ON SECOND READING THIS 20th Day of February 2018

ATTEST:

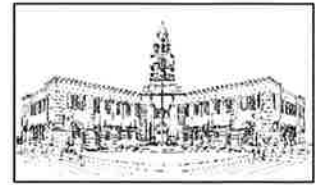
Mayor

City Administrator

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: February 20th, 2018
SUBJECT: Text Amendment – Local Business (LB) District

BACKGROUND:

At the February 6th City Council meeting, the Intermediate Business (IB) text amendment was adopted by the Council. Thus, as part of our ongoing effort to update our zoning ordinance, staff has decided to bring forth a text amendment to the Local Business (LB) district.

The changes proposed in this district are consistent with terminology that is used in other districts. There are no changes to the building height or setback requirements.

Staff began the review of this district by looking at the intent of this district, which is to allow uses that serve the nearby residential neighborhoods and do not generate any additional traffic into such areas. Staff decided to modify the description of this district to better meet this intent. The new description is as follows:

The Local Business (LB) District is located to provide limited commercial and personal service facilities of a convenience nature, servicing persons residing in adjacent residential areas without adversely impacting the residential character of the area. Commercial uses should be in scale and character with the adjacent residential uses and do not encourage the generation of additional traffic from outside the area.

Similar to what was approved by Council in the Intermediate Business District, we combined many of the limited practice offices currently permitted into a new “Business, Professional or Governmental Offices (Limited Practice)” use. The new definition utilizes existing limited practice office language found elsewhere in the ordinance by limiting the number of individuals working at an office to five (5) at any given time with four (4) engaging in the practice and one (1) support staff.

A new “Retail Sales Establishment (Limited Service)” use was created to encompass the less intense retail uses appropriate for this district. This new definition limits the floor space to two-thousand five hundred (2,500) square feet. Additionally, a limited service restaurant use replaces the typical restaurant use. This new use has a maximum of two-thousand five hundred (2,500) square feet of floor space and total customer seating not to exceed forty (40). An inventory of the current retail establishments and restaurants in this district found the vast majority falls under this threshold. Those that are currently exceeding this threshold would be considered grandfathered.

Two new uses are added to this district: car washes and home occupations. Currently, car washes are not a use permitted in the district, however, we discovered that they are present and believe that this use does meet the intent of the district by serving those living in the local residential areas. Since residential uses are allowed, home occupations also need be included as a use, however, a proposed home occupation must meet the conditions set forth in section 14-228 (Home Occupations) prior to approval.

Most of the uses permitted on review have been removed. The following uses were moved to permitted uses: Bed and Breakfast Operations, Churches, Synagogues, Temples and other places of worship, and Cemeteries. Convalescent and Nursing Homes, retirement homes, orphanages, and assisted living facilities are maintained as a use on review with the conditions that the facility is located on a collector or arterial street and licensed by the state.

At the February 13th Planning Commission meeting, the Commission voted 7 to 0 to recommend approval of the proposed text amendments

RECOMMENDATION:

Staff recommends approval of the proposed text amendments.

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING

TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: February 20th, 2018
SUBJECT: Text Amendment – Local Business (LB) District

14-203 DEFINITIONS

51. **BUSINESS, PROFESSIONAL OR GOVERNMENTAL OFFICE (LIMITED PRACTICE)** means a Business, Professional or Governmental office wherein no more than four (4) individuals, one or more of whom is licensed in the particular profession, engage in the practice of the profession or trade and a principal, ancillary support person or employee for that office during regular business hours.
165. **RESTAURANT (LIMITED SERVICE)** means a Restaurant with a maximum of two thousand five hundred (2,500) square feet of floor area and total customer seating not to exceed forty (40).
168. **RETAIL SALES ESTABLISHMENT (LIMITED SERVICE)** means a Retail Sales Establishment with a maximum two thousand five hundred (2,500) square feet of floor area.

Chapter 9
(LB) LOCAL BUSINESS DISTRICT

SECTION

- 14-901. LB LOCAL BUSINESS DISTRICT.
- 14-902. USES PERMITTED.
- 14-903. USES PERMITTED ON REVIEW.
- 14-904. DEPTH OF FRONT YARD.
- 14-905. DEPTH OF REAR YARD.
- 14-906. DEPTH OF SIDE YARDS.
- 14-907. BUILDING AREA.
- 14-908. BUILDING HEIGHT.
- 14-909. PROVISIONS GOVERNING PARKING.
- 14-910. PROVISIONS GOVERNING PLACEMENT OF STRUCTURES.

Chapter 9
LB LOCAL BUSINESS DISTRICT
(3447-7/3/2012)

14-901. LB LOCAL BUSINESS DISTRICT

~~The Local Business District is a commercial infill and traditional commercial neighborhood district intended to permit the development of mixed use and traditional commercial neighborhood into the existing pattern of buildings by reuse of buildings as appropriate, the repetition of historic patterns as appropriate, the integration of parking, recreational facilities and other use elements in a manner that does not detract from historic elements but utilizes existing topographic features. The district shall encourage the creation of new neighborhoods that are pedestrian oriented and create streetscapes compatible with existing buildings~~

The Local Business (LB) District is located to provide limited commercial and personal service facilities of a convenience nature, servicing persons residing in adjacent residential areas without adversely impacting the residential character of the area. Commercial uses should be in scale and character with the adjacent residential uses and do not encourage the generation of additional traffic from outside the area.

14-902. USES PERMITTED

1. Accessory structures/buildings.
2. ~~Architect's and Artist's Studios (limited practice).~~
3. ~~Bakery goods store.~~
4. Bank.
5. Beauty Shops/Barber Shops/Health Salons (Limited Practice).
6. **Bed and Breakfast Operations**
7. ~~Book store.~~
8. **Business, Professional or Governmental Offices (Limited Practice)**
9. ~~Candy store.~~
10. **Car Wash**
11. **Churches, Synagogues, Temples, Parsonages and Parish Houses, other Places of Worship, and Cemeteries**
12. ~~Clothing store.~~
13. ~~Delicatessen.~~
14. ~~Dentists (limited practice).~~
15. ~~Doctors (limited practice).~~
16. ~~Drug store.~~
17. ~~Dry cleaning pick-up station.~~
18. ~~Florist shop.~~
19. ~~Fruit market.~~
20. Gasoline service station.
21. ~~Grocery store.~~
22. ~~Hardware store.~~
23. ~~Health salon.~~
24. **Home Occupations (subject to Section 14-228)**
25. ~~Ice cream store.~~
26. ~~Jewelry store.~~
27. Kindergartens and child nurseries.
28. ~~Lawyers (limited practice).~~
29. ~~Laundry pick-up station.~~

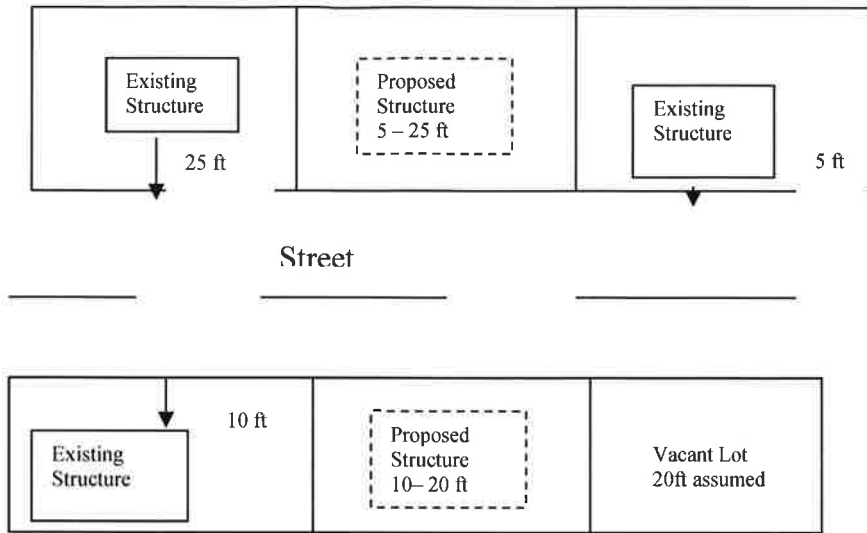
- 30.— Meat market.
- 31.— News stand.
- 32.— Optometrists (limited practice).
- 33. Plant and Flower nurseries.
- 34.— Psychiatrists (limited practice).
- 35.— Psychologist (limited practice).
- 36.— Radio store and repair shop.
- 37. Residential (single family, two-family, and multi- family).
- 38.— Restaurant
- 39. Restaurant (Limited Service)
- 40. Retail Sales Establishment (Limited Service)
- 41. Rooming or Boarding House
- 42. Self-service laundry.
- 43.— Shoe store.
- 44.— Tailor shop.
- 45.— Television store and repair shop.
- 46.— Variety store.

14-903. USES PERMITTED ON REVIEW

- 1.— Architectural Offices.
- 2.— Barber Shops
- 3.— Beauty Shops
- 4.— Bed and Breakfast Operations
- 5.— Cemeteries
- 6.— Churches, Synagogues, Temples and other places of worship
- 7.— Convalescent and Nursing Homes.
- 8.— Country Clubs and Golf Courses (public or private).
- 9.— Dentist Offices.
- 10.— Doctor Offices.
- 11.— Engineering Offices.
- 12.— General Office.
- 13.— Governmental (or Public) Building.
- 14.— Human Care Clinics.
- 15.— Institutions for Higher Education.
- 16.— Schools
 - Convalescent and Nursing Homes, retirement homes, orphanages and assisted living facilities
 - a. Must be located on a Collector or Arterial Street
 - b. Must be licensed by the State

14-904. DEPTH OF FRONT YARD

The depth of the front yard setback shall be determined by measuring the front yard setback of the adjacent properties from the front property line to the principal building to determine a minimum and maximum setback from the front property line. Any principal building on any lots shall be located no nearer or farther than the front yard setbacks of the adjacent property. If adjacent property is vacant then a front yard setback of adjacent property shall be twenty (20) feet so that minimum and maximum can be set (See Figure Below).



14-905. DEPTH OR REAR YARD

1. The case of a lot where the rear lot line coincides with the lot line of a lot in a residential district, any principal building shall be located no nearer than twenty (20) feet to said rear lot line.
2. In the case of a lot where the rear lot line coincides with a right-of-way line of an alley, any principal building shall be located no nearer than five (5) feet to said rear lot line.
3. Any principal building on any lot shall be located no nearer than ten (10) feet to the rear lot line, in cases other than those as set forth above in subsections 1 and 2.

14-906. DEPTH OF SIDE YARDS

1. In the case of a lot where the side lot line coincides with the lot line of a lot in a residential district, any principal building shall set back from said lot line in accordance with the provisions governing width of side yards in the residential district.
2. In the case of a lot where the side lot line coincides with a right-of-way line of an alley, any principal building shall be located no nearer than five (5) feet to said side lot line.
3. Any principal building on any lot shall be located no nearer than ten (10) feet to the side lot line, in cases other than those as set forth above in subsections 1 and 2.

14-907. BUILDING AREA

The principal building and accessory buildings on any lot shall not cover more than seventy-five (75) percent of the total area of said lot.

14-908. BUILDING HEIGHT

Buildings shall not exceed three (3) stories or thirty-five (35) feet in height.

14-909. PROVISIONS GOVERNING PARKING

Parking shall generally be located to the side and rear of buildings. On-street parking shall be encouraged where applicable.

14-910. PROVISIONS GOVERNING PLACEMENT OF STRUCTURES

All Structures ~~should~~ shall have the main entrance of the building facing the commercial street. Other entrances may be adjacent to parking.

ORDINANCE NO. _____
BEING AN ORDINANCE OF THE CITY COUNCIL OF
MORRISTOWN, TENNESSEE AMENDING TITLE 14 (ZONING
AND LAND USE CONTROL), CHAPTER 2, AND CHAPTER 9
(LOCAL BUSINESS DISTRICT) 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, 14-203 Definitions and Chapter 9, Local Business District be approved as follows:

Chapter 2, 14-203 Definitions

51. BUSINESS, PROFESSIONAL OR GOVERNMENTAL OFFICE (LIMITED PRACTICE) means a Business, Professional or Governmental office wherein no more than four (4) individuals, one or more of whom is licensed in the particular profession, engage in the practice of the profession or trade and a principal, ancillary support person or employee for that office during regular business hours.
165. RESTAURANT (LIMITED SERVICE) means a Restaurant with a maximum of two thousand five hundred (2,500) square feet of floor area and total customer seating not to exceed forty (40).
168. RETAIL SALES ESTABLISHMENT (LIMITED SERVICE) means a Retail Sales Establishment with a maximum two thousand five hundred (2,500) square feet of floor area.

Chapter 9, LB LOCAL BUSINESS DISTRICT

14-901. LB LOCAL BUSINESS DISTRICT

The Local Business (LB) District is located to provide limited commercial and personal service facilities of a convenience nature, servicing persons residing in adjacent residential areas without adversely impacting the residential character of the area. Commercial uses should be in scale and character with the adjacent residential uses and do not encourage the generation of additional traffic from outside the area.

14-902. USES PERMITTED

1. Accessory structures/buildings
2. Bank.

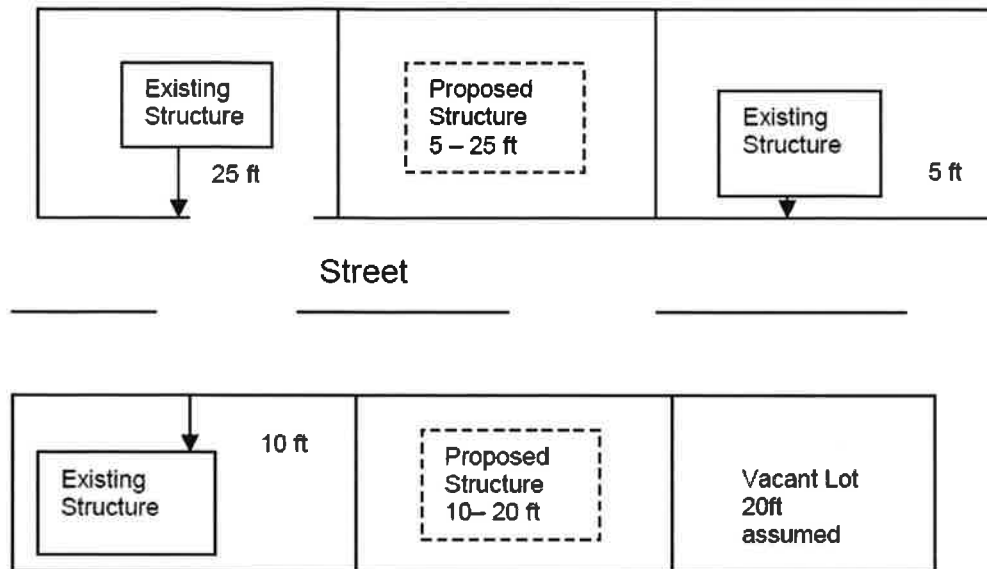
3. Beauty Shops/Barber Shops/Health Salons (Limited Practice).
4. Bed and Breakfast Operations
5. Business, Professional or Governmental Offices (Limited Practice)
6. Car Wash
7. Churches, Synagogues, Temples, Parsonages and Parish Houses, other Places of Worship, and Cemeteries
8. Gasoline service station.
9. Home Occupations (subject to Section 14-228)
10. Kindergartens and child nurseries.
11. Plant and Flower nurseries.
12. Residential (single family, two-family, and multi- family).
13. Restaurant (Limited Service)
14. Retail sales establishment (Limited Service)
15. Rooming or Boarding House
16. Self-service laundry.

14-903. USES PERMITTED ON REVIEW

1. Convalescent and Nursing Homes, retirement homes, orphanages and assisted living facilities
 - a. Must be located on a Collector or Arterial Street
 - b. Must be licensed by the State

14-904. DEPTH OF FRONT YARD

The depth of the front yard setback shall be determined by measuring the front yard setback of the adjacent properties from the front property line to the principal building to determine a minimum and maximum setback from the front property line. Any principal building on any lots shall be located no nearer or farther than the front yard setbacks of the adjacent property. If adjacent property is vacant then a front yard setback of adjacent property shall be twenty (20) feet so that minimum and maximum can be set (See Figure Below).



14-905. DEPTH OR REAR YARD

1. The case of a lot where the rear lot line coincides with the lot line of a lot in a residential district, any principal building shall be located no nearer than twenty (20) feet to said rear lot line.
2. In the case of a lot where the rear lot line coincides with a right-of-way line of an alley, any principal building shall be located no nearer than five (5) feet to said rear lot line.
3. Any principal building on any lot shall be located no nearer than ten (10) feet to the rear lot line, in cases other than those as set forth above in subsections 1 and 2.

14-906. DEPTH OF SIDE YARDS

1. In the case of a lot where the side lot line coincides with the lot line of a lot in a residential district, any principal building shall set back from said lot line in accordance with the provisions governing width of side yards in the residential district.
2. In the case of a lot where the side lot line coincides with a right-of-way line of an alley, any principal building shall be located no nearer than five (5) feet to said side lot line.

3. Any principal building on any lot shall be located no nearer than ten (10) feet to the side lot line, in cases other than those as set forth above in subsections 1 and 2.

14-907. BUILDING AREA

The principal building and accessory buildings on any lot shall not cover more than seventy-five (75) percent of the total area of said lot.

14-908. BUILDING HEIGHT

Buildings shall not exceed three (3) stories or thirty-five (35) feet in height.

14-909. PROVISIONS GOVERNING PARKING

Parking shall generally be located to the side and rear of buildings. On-street parking shall be encouraged where applicable.

14-910. PROVISIONS GOVERNING PLACEMENT OF STRUCTURES

All Structures shall have the main entrance of the building facing the commercial street. Other entrances may be adjacent to parking.

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 20th day of February 2018.

Mayor

ATTEST:

City Administrator

Passed on second and final reading this the 6th day of March 2018.


Mayor

ATTEST:

City Administrator

Memorandum

To: Morristown City Council

From: Richard DesGroseilliers, GISP 

Date: February 14, 2018

Subject: LAMTPO SR66 Corridor Study Contract with WSP

The Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) is in the process of doing a transportation/ land use corridor study of SR66. LAMTPO had gone through the RFP process, with a selection committee made up from Morristown, White Pine, Hamblen County, TDOT, and Rich DesGroseilliers, MTPO Coordinator. The firm that was chosen was WSP (formerly Parson Brinkerhoff). The total contract cost is \$101,485.00, which 80% will be paid for by federal PL funds.

Total amount	Federal match(80%)	Local match (20%)
\$101,485.00	\$81,188.00	\$20,297.00

Since Morristown houses LAMTPO staff, the contract needs to be signed by the City of Morristown Mayor and City Attorney.

The LAMTPO TAC and Executive Boards approved of this unanimously at their February 8, 2018 and February 14, 2018 meetings, respectively. LAMTPO staff recommends approving the contract as submitted.

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

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

Thank you for your time and cooperation.

THIS AGREEMENT, made this ____ day of February, 2018, by and between the City of Morristown on behalf of the Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO), (hereinafter called the "Client") and WSP USA Inc. (hereinafter called "Consultant") for the development of the State Route 474/Merchants Greene Boulevard/State Route 66 Corridor Study (hereinafter called "Project").

In consideration of the mutual covenants and agreement herein contained, the Client and Consultant agree as follows:

SECTION I - SCOPE OF SERVICES

1. The work to be performed under this Agreement includes the preparation and development of a Corridor Study for a continuous corridor composed of (1) State Route 474 from US Highway 11E (W. Andrew Johnson Highway) south to State Route 160, and (2) State Route 66 from State Route 160 south to Interstate 81. The specific responsibilities of this effort are contained in the Scope of Services (Attachment A).

SECTION II - SCHEDULE

1. The Project schedule (Attachment B) provides for completion of the entire Project by September 30, 2018. This schedule may be amended during the course of the contract as mutually agreed by the Client and Consultant.

SECTION III - COMPENSATION AND PAYMENTS

1. Consultant agrees to provide those services, as described in the Scope of Services. For satisfactory performance of the services contained in this Agreement, the Client shall pay Consultant in accordance with the Scope of Services. Total lump sum compensation for this project, including labor, overhead, travel, printing, copying and other services and expenses shall equal ONE HUNDRED and ONE THOUSAND FOUR HUNDRED EIGHTY-FIVE DOLLARS AND NO CENTS (\$101,485.00).
2. Invoices shall be submitted by Consultant to the Client on a monthly basis for actual work performed and cost incurred. Each invoice shall be prepared to request payment of the portion of the lump sum amount in proportion to the percentage of services rendered during the invoice period to the total of services to be provided hereunder. The monthly invoice shall contain a status report that outlines the work performed for the period covered by the invoice.
3. Such invoices shall be paid to Consultant by the Client within thirty (30) days of presentation to the Client.

SECTION IV - INDEPENDENT CONTRACTOR

1. Consultant represents that it has, or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the Client. Consultant, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of the Client by reason of this Agreement.

SECTION V - INSURANCE

1. Consultant shall maintain, during the life of this Agreement, the following insurance in amounts not less than the following

Worker's Compensation	Statutory Amount
General Liability	\$1,000,000 per occurrence
Employers Liability	\$1,000,000 per occurrence
Automobile Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim/aggregate

Consultant shall furnish Certificates of Insurance as evidence thereof to the Client. The Certificate shall plainly designate the name of the Project for which the Certificate is provided.

SECTION VI – INDEMNIFICATION

1. Consultant shall indemnify and hold harmless the Client from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused by, resulting from, or arising out of the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement.
2. In the event of any reuse or other use by the Client of the drawings, specifications, and other documents furnished by Consultant hereunder, Consultant shall not be responsible for any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused by, resulting from, or arising out of Client's reuse or other use.

SECTION VII - TERMS AND CONDITIONS

1. Copyrights
The Tennessee Department of Transportation may copyright any books, publications, or other copyrightable materials developed in the course of this FHWA funded project. The FHWA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.
2. Lobbying
Consultant certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Client, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee

of a Member of Congress in connection with a grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. Consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subrecipients of federally appropriated funds shall certify and disclose accordingly.

3. Nondiscrimination

Consultant hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of Consultant on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. Consultant shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

4. Maintenance of Records

Consultant shall maintain documentation for all charges against the Client. The books, records and documents of Consultant, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit at Consultant's offices, at any reasonable time and upon reasonable notice by the Client or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

5. Suspension and Debarment

Consultant warrants that no part of the total Contract Amount shall be paid directly or indirectly to entities who are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 of February 18, 1986 (3 CFR, 1986 Comp., p. 189).

6. Conflicts of Interest

Consultant warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or officials of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent employee, subcontractor, or consultant to the State in connection with any work contemplated or performed relative to this contract.

7. Environmental Tobacco Smoke

Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," Consultant shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. Consultant shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this agreement.

8. Licensure

The Consultant and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, State, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

9. Notations and Statements

All reports, maps, and other documents prepared as a part of this agreement, exclusive of documents for internal use only by parties hereto, and financed with FHWA "PL" funds shall carry the following notation on the front cover or title page:

This report was prepared in cooperation with the U.S. Department of Transportation, and the Tennessee Department of Transportation.

All notices, informational pamphlets, press releases, research reports, signs and similar notices prepared and released by the Client and Consultant shall include the statement, "This project is funded (in part) under an agreement with the Tennessee Department of Transportation."

10. Public Accountability

If Consultant is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this agreement involves the provision of services to citizens by Consultant on behalf of the Tennessee Department of Transportation, Consultant agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and Consultant shall display in a prominent place, located near the passageway through which the public enters in order to receive these supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

11. Termination for Cause

If the Consultant fails to properly perform its obligations under this agreement in a timely or proper manner, or if the Consultant violates any terms of this agreement, the Client shall have the right to immediately terminate this agreement by giving written notice and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Consultant shall not be relieved of liability to the Client for damages sustained by virtue of any branch of this agreement by the Consultant.

12. Termination for Convenience

This Agreement may be terminated by either party by given written notice to the other, at least ten (10) days before the effective date of termination. Should either party exercise this provision, Consultant shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Client be liable to Consultant for any service which has not been rendered. The final decision as to the amount, for the Client is liable, shall be determined by the Client. In the event of disagreement, Consultant may file a claim with the County/City Attorney in order to seek redress.

13. Use & Ownership of Documents

All documents, including, but not limited to, drawings, specifications, maps and other such instruments of service prepared or obtained under the terms of this Agreement shall be delivered to the Client and become the property of the Client.

All documents which are prepared by the Consultant and form part of its services, shall, upon completion become the property of the Client and shall be delivered to the Client. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Client.

All information owned, possessed or used by Consultant which is communicated to, learned, developed or otherwise acquired by the Consultant in the performance of the services for the Client, which is not generally known to the public, shall be confidential and Consultant shall not, beginning on the date of first association or communication between the Client and Consultant and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Consultant's own benefit or the benefit of another, any such confidential information unless required by law.

14. Successors and Assigns

This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns. Consultant shall not assign, sublet, or transfer their interests in this Agreement without the written consent of the Client. The Consultant shall not substitute the Project Manager (Jeanne Stevens) without the written approval and consent of the Client.

15. Disputes

Any and all claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof which are not disposed of by mutual agreement of the parties hereto shall be submitted to a court in Hamblen County, Tennessee.

16. Extent of Agreement

This Agreement constitutes the entire and integrated agreement between the Client and Consultant and no other written or oral understanding shall constitute part of this Agreement.

17. Key Points of Contact

The key point of contact for the contract and for all written communications shall be:

Client

Consultant

Rich DeGroseilliers, GISP
MTPO Coordinator

Jeanne Stevens, AICP
Planning Manager

This Agreement entered into as of the day and year first written above.

CITY OF MORRISTOWN

CONSULTANT

Gary Chesney
Mayor

Brad S. Winkler
Vice President

Legal Review:

Lauren Carroll
City Attorney

PROJECT UNDERSTANDING

Construction is almost complete on relocated State Route 66, which links at its northern end to Merchants Greene Drive (SR 474), resulting in a 7-mile corridor that connects Interstate 81 and W. Andrew Johnson Highway (US 11E, SR 34). The local jurisdictions through which SR 474 and SR 66 pass — which includes the City of Morristown, Hamblen County, Jefferson County, and the Town of White Pine — wish to work with the Tennessee Department of Transportation (TDOT) to create a Corridor Plan. We understand that one of the primary purposes of this Corridor Plan is to develop a vision, tools, and recommended actions to promote investment that is not only consistent with community values, but also enhances mobility and safe travel along the corridor.

TDOT has already established a good foundation for efficient roadway operations through the construction of SR 66 as a 4-lane, access controlled, median-divided highway. Maintaining the corridor's future mobility and safety depends greatly upon the decisions made about adjacent development, and the level of cooperation between TDOT and local governments in the process of approving new roads, driveway connections, and site plans. A guiding document such as the Corridor Plan can establish a common understanding about which decisions need to be coordinated, each party's expectations, and agreed-upon standards to streamline the development review process.

By discussing future development patterns, the Corridor Plan also creates the opportunity to discuss how other transportation modes — specifically, walking and bicycling — can be better incorporated into the corridor. Citizens of the Lakeway region are interested in expanding walking and cycling options to promote community health, tourism, and the quality of life that existing residents want (and new residents expect). The desired character of each section of the corridor will determine whether these facilities should be built on-street, perhaps as development occurs, or whether off-road paths are preferable, which could require a different approach to planning for acquisition and/or easements.

The WSP Team will develop a SR 474/SR 66 Corridor Plan that gives partners a common blueprint to achieve their mutual goals, as further described in the following scope of work.

Task 1: Identify & Evaluate Transportation Systems and Facilities

Existing Transportation Conditions

The WSP Team will use available data and conduct field inventory to create a portrait of existing transportation conditions in the corridor. This will include physical features such as current roadway cross-sections and right-of-way, storm water drainage and driveway patterns.

In addition to physical features, the Team will compile data on existing conditions for travel in the corridor and significant intersecting routes such as Veterans Parkway, SR 160, Alpha Valley Home Road, Mansfield Gap Road, and S. White Pine Road. This includes traffic data such as volumes, turning movements, and truck percentage, as well as crashes and other safety issues. Most of this data can be assembled for the SR 474 portion of the corridor from TDOT and LAMTPO databases and traffic studies. However, some data will not be available for the SR 66 portion of the corridor (relocated SR 66) since it is a new facility. For example,

no traffic volumes, turning movements or crashes will have been recorded for the route. LAMTPO will request that the Knoxville TPO provide estimated current traffic by modifying the base year network of the regional travel demand model to remove the old SR 66 link and add the link for relocated SR 66.

Future Transportation Conditions

The LAMTPO travel demand model (maintained by the Knoxville TPO) will be used as the source of future traffic volumes, travel times and projected level of service on the new corridor and its major intersecting roads. LAMTPO will request that the Knoxville TPO provide this information, if not already available from the 2040 LRTP.

Task 1 Deliverables: Technical memo and maps describing existing transportation conditions, including physical roadway features and travel data that shows the pattern of use; summary of projected traffic and travel times for the corridor and intersecting routes.

Task 2: Land Use Planning / Environmental Impacts

This element of the study will:

- ✓ Describe the corridor's existing and projected development patterns;
- ✓ Evaluate the likely transportation outcomes of those development patterns;
- ✓ Define the desired character for each corridor segment;
- ✓ Create and/or update development policies that support the goals that have been established for the corridor.

The WSP Team will first generate a **Baseline Report** by reviewing available comprehensive plans, zoning ordinances and subdivision regulations from each local jurisdiction, along with any subarea studies that may have been recently conducted. After reviewing the plans we will compile a list of current incompatibilities (if any) between existing land uses, current zoning maps, and future land use plans. We will also identify any instances where future land use plans seem inconsistent with the vision and goals established for the corridor through public involvement.

Demographic information will primarily be drawn from the official population and employment figures adopted by LAMTPO and used in the regional travel demand model. We will also seek input from local and state development officials and other stakeholders (including through the public involvement process) on the area's economic development strategies, to help confirm the types of employment, housing, etc. that can be attracted as the corridor develops.

The Baseline Report will also identify environmental constraints and preservation areas within the corridor. Many major natural and culturally sensitive areas in the region have already been mapped by the WSP Team during its work last year on the LAMTPO 2040 LRTP, using databases maintained by federal and state resource agencies. Others will be identified through review of community plans and environmental technical studies that were conducted as part of TDOT's permitting process for the construction of relocated SR 66.

Right-of-way availability will have been compiled in Task 1; in this task, the WSP Team will work with local officials to identify other easements that may affect the broader corridor, such as high-tension power lines or gas pipelines. If present, these may present an opportunity for off-street walking and cycling facilities.

After completing the Baseline Report, our team will move on to development of a **Corridor Land Use Vision**. This vision will build on the future land use plans that each jurisdiction has already adopted, with adjustments as needed to better support the goals that have been established for the corridor's character and continued transportation service. Opportunities to preserve open space, easements and ROW will be identified as part of this process. The Corridor Land Use Vision will be vetted with local government staff, then used as a basis for the plan recommendations in Task 5.

Deliverables: Baseline Report and Corridor Land Use Vision.

Task 3: Multimodal Elements

This element of the Corridor Plan will identify ways to provide safe travel for pedestrians and cyclists, and strategies for incorporating bicycle and pedestrian facilities as growth occurs along the corridor.

The WSP Team will first identify and assess all existing bicycle and pedestrian facilities along the corridor, and assemble any relevant information from the *Morristown Greenway Plan*, *LAMTPO Bicycle/Pedestrian Plan*, planned developments (site plans), and other planning or engineering studies that influence the corridor.

Pedestrian and bicycle trip attractors and generators along the corridor will be identified and mapped in order to pinpoint key locations for multimodal connectivity. Attractors and generators are typically community facilities and high impact commercial and retail areas with a significant potential for bicycle and greenway related trips (schools, parks, community facilities, shopping areas, etc.). Upon identification of the attractors and generators, recommendations for new pedestrian and bicycle facilities and improvements to existing facilities will be developed. Recommendations for bicycle and pedestrian facility types will be based on consideration of their context, i.e. rural or urban, level of auto/truck traffic, intended speed, terrain, etc.

Deliverables: Maps of existing and proposed facilities for pedestrians and cyclists within the corridor, categorized by type. Potential policies to help implement the new facilities through the land development and/or road improvement process.

Task 4: Cost Estimates

The WSP Team will prepare planning-level cost estimates for the recommended corridor improvements in the final plan. We will use TDOT's planning-level cost estimating worksheet, so that recommended projects can be readily incorporated into the LAMTPO Long Range Transportation Plan (LRTP) and/or Transportation Improvement Program (TIP) if desired. Estimates will be prepared in 2018 dollars.

Deliverables: List of recommended capital improvements for the corridor that includes planning-level cost estimates.

Task 5: Recommendations / Implementation

The WSP Team will prepare a Corridor Plan with recommendations organized into three categories:

- ✓ Capital projects
- ✓ Operational projects, programs and/or policies
- ✓ Development policies to support the vision, goals and objectives of the Corridor Plan, and opportunities to incentivize such development

The plan will outline the Team's technical findings in a reader-friendly manner, using appropriate graphics, maps and data to support the recommendations. It will also describe the public input process and how it contributed to identifying the community values used to shape the plan, including the assessment of strengths, weaknesses, opportunities and threats to the corridor.

Plan recommendations will be phased for short-range, mid-range, and long-range implementation, using a planning horizon that extends to the year 2040. To the extent possible, these phases will be established so that they relate to the phases in other adopted planning documents such as the LAMTPO LRTP and TIP, local capital budgets, local subarea plans, etc.

The plan recommendations offered will be feasible to accomplish within existing federal and state regulations. The Team will work with local government staff to evaluate whether any recommendations would require local amendments or adoption of policies, incentives, etc., and note those in the final plan.

Deliverables: Electronic copy of the *draft* Corridor Plan; five (5) hard copies and one USB flash drive containing an editable electronic copy and PDF of the *final* Corridor Plan; all associated GIS files and other supporting data.

Task 6: Public/Stakeholder Participation

The WSP Team will organize and staff two (2) public workshops where citizens can interact with the project team in person. If feasible, the first workshop will be conducted about 4 to 6 weeks into the project, so that initial field work and data-gathering activities have been performed and can be used to map and design an appropriate framework for discussing the corridor.

In the first workshop, the WSP Team will lead participants through a SWOT analysis (Strengths, Weaknesses, Opportunities and Threats) of the corridor. Participants will also be asked to help in drafting the Plan vision, goals and objectives, and identifying the desired character of each corridor segment.

The second workshop will be held after the draft Plan has been developed, to encourage discussion of the various recommendations and gain input on their feasibility, priority, phasing, and responsible parties.

We will also engage the public and share information about this study through methods that do not require citizens to show up at a particular time and location. We will develop:

- ✓ An on-line survey with a web link that can be advertised on all of the other media listed below;
- ✓ Project notecards, suitable for mailing, that briefly describe the study and contain the workshop dates, times and locations.;
- ✓ Project flyers for posting in stores, restaurants, public buildings, etc.;
- ✓ Content to be disseminated through social media accounts maintained by the cities of Morristown and White Pine, Hamblen County, and Jefferson County;
- ✓ Study materials for posting on the LAMTPO website

We will ask for assistance from local staff to make local news outlets aware of the project and to help publicize the workshops, on-line surveys, website, and social media materials. Local government staff may also wish to contact developers with whom they work frequently to encourage their participation in the Plan.

The WSP Team will participate in four additional meetings during the course of the study:

- Kickoff meeting with stakeholders to confirm their intended uses for the Corridor Plan, and to discuss data and coordination needs;
- Meeting #1 with the LAMTPO Technical Advisory Committee (TAC) to discuss technical analysis/findings and obtain input on preliminary recommendations;
- Meeting #2 with the LAMTPO TAC to present the final Corridor Plan;
- Presentation of the final Corridor Plan to the LAMTPO Executive Board

Any working meetings held by the WSP Team with staff, other government agencies, stakeholders or the general public will be summarized in written form.

Deliverables: Preparation for, and facilitation of, two (2) public workshops, on-line survey creation and analysis of responses; creation of project notecards, flyers and brief content appropriate for social media. Presentations at three LAMTPO meetings. Summaries of all formal and working meetings.

Schedule - SR 474/SR 66 Corridor Plan

	F	M	A	M	J	J	A	S
Identify & Evaluate Transportation Systems and Facilities								
<i>Physical Features, Existing Travel Conditions</i>								
<i>Future Travel Conditions</i>								
Land Use Planning/Environmental Impacts								
<i>Baseline Report</i>								
<i>Corridor Land Use Vision</i>								
Multimodal Elements								
Cost Estimates								
Recommendations and Implementation								
<i>Draft Corridor Plan</i>								
<i>Final Corridor Plan</i>								
Public & Stakeholder Participation								
<i>Kickoff meeting with stakeholders</i>								
<i>Public workshop #1 - discuss corridor vision, goals</i>								
<i>On-line survey</i>								
<i>TAC meeting #1 - present Draft Plan</i>								
<i>Public workshop #2 - present Draft Plan</i>								
<i>TAC meeting #2 - present Final Plan</i>								
<i>Executive Board meeting - Present Final Plan</i>								

[Return to Agenda](#)



Meeting
Deliverable/report

Memorandum

To: Morristown City Council

From: Richard DesGroseilliers, GISP 

Date: February 14, 2018

Subject: LAMTPO CPG Contract

The Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) and TDOT are in the process of doing a contract adjustment for the PL administration funds and the FTA Section 5303 public transportation planning funds. Previously there were separate contracts for the PL funds and the FTA Section 5303 funds. What is being done now is consolidating those funds into one grant called CPG (Consolidated Planning Grant).

There is no additional funds, it is just combining the two grants into one grant.

Since Morristown houses LAMTPO staff, the contract needs to be signed by the City of Morristown Mayor and City Attorney.

The LAMTPO TAC and Executive Boards approved of this unanimously at their February 8, 2018 and February 14, 2018 meetings, respectively. LAMTPO staff recommends approving the contract as submitted.

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

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

Thank you for your time and cooperation.



GRANT AMENDMENT

Agency Tracking # 40100-29014	Edison ID 38616	Contract # Z14MPO009	Amendment # 2		
Contractor Legal Entity Name City of Morristown			Edison Vendor ID 4108		
Amendment Purpose & Effect(s) To add Consolidated Planning Grant funds.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 9/30/2018			
TOTAL Contract Amount INCREASE <u>per this Amendment</u> (zero if N/A):			\$27,786.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014	0.00	158,966.00			158,966.00
2015	0.00	158,966.00			158,966.00
2016	0.00	158,442.00			158,442.00
2017	0.00	157,442.00			158,442.00
2018	3,087.00	183,141.00			186,228.00
TOTAL:	3,087.00	817,957.00			821,044.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			OCR USE		
Speed Chart (optional) TX00229527L		Account Code (optional) 71302000			

**AMENDMENT TWO
OF GRANT CONTRACT Z14MPO009**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Morristown, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract Section C.1. Maximum Liability is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the Maximum Liability of the State under this Grant Contract exceed Eight Hundred Twenty-One Thousand Forty-Four Dollars and No Cents (\$821,044.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One, is the maximum amount due to the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

2. Grant Contract Section D.20. is deleted in its entirety and replaced with the following:

D.20. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

3. Grant Contract Section E.5. is deleted in its entirety and replaced with the following:

D.30. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the

Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Consecutive inventory equipment or motor vehicles tag identification;
- e. Acquisition date, cost, and check number;
- f. Fund source, State Grant number, or other applicable fund source identification;
- g. Percentage of state funds applied to the purchase;
- h. Location within the Grantee's operations where the equipment or motor vehicles is used;
- i. Condition of the property or disposition date if Grantee no longer has possession;
- j. Depreciation method, if applicable; and
- k. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the

State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

4. The following is added as Grant Sections D.31.:

D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

2. Grant Contract Attachment Two is deleted in its entirety and replaced with the new Attachment Two attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective April 1, 2018. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

CITY ATTORNEY, APPROVED AS TO FORM

DATE

DEPARTMENT OF TRANSPORTATION:

JOHN SCHROER, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY:

JOHN REINBOLD, GENERAL COUNSEL

DATE

GRANT BUDGET				
City of Morristown				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: October 1 2013 END: September 30, 2018				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 2	Salaries, Benefits & Taxes	400,000.00	100,000.00	500,000.00
4, 15	Professional Fee, Grant & Award ²	320,000.00	80,000.00	400,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	30,000.00	7,500.00	37,500.00
11 12	Travel, Conferences & Meetings	30,000.00	7,500.00	37,500.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	41,044.00	10,261.00	51,305.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	821,044.00	205,261.00	1,026,305.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/topic/fa-policyinfo>).

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

Page 2

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
SR66 Corridor Study/ bike pedestrian plan	320,000.00
TOTAL	320,000.00

OTHER NON-PERSONNEL	AMOUNT
Advertisements/ legal ads	41,044.00
TOTAL	41,044.00

**REQUEST TO INCUR COST (RTIC)
PRIOR TO CONTRACT EXECUTION UNDER THE
FASTTRACK INFRASTRUCTURE DEVELOPMENT PROGRAM**

1. The jurisdiction of City of Morristown requests permission to incur costs for contract activities for the Site Preparation Project for Colortech, Inc. project prior to the award of a state contract under the FastTrack Infrastructure Development Program (FIDP).
2. I acknowledge that all FIDP grant activities must be conducted under the provisions of the Municipal or County Purchasing Act of 1957, that I am aware of the requirements of this Act, and that I understand that violation of any of the provisions of this Act will render the FIDP application ineligible for approval.
3. I acknowledge that state wage rates will have to be requested and included in the plans and specifications. The plans and specifications must be approved by ECD prior to advertising. Ample time must be given for these reviews.
4. I acknowledge that significant delays may occur in the application review and approval process and in the preparation and execution of the state contract which is the granting instrument, and ***I certify that City of Morristown has sufficient funds available, or will secure such funds from non-state sources, to pay all costs that may be incurred prior to the execution of the contract.*** I further certify that City of Morristown will not submit invoices to the state for payment until the FIDP contract has been executed.
5. I acknowledge that this permission to incur costs will expire ***90*** days after its effective date unless a complete FIDP application has been received by the FastTrack-Business Development Division of the Tennessee Department of Economic and Community Development.
6. I acknowledge that approval of permission to incur costs prior to grant award is not to be construed as approval of the grant, that this permission merely makes it possible for a grant to be approved at a later date, and that it is possible the grant will never be awarded or may be awarded for a lesser amount than requested.
7. **I acknowledge that all FastTrack grants are subject to the approval of the ECD Loan & Grant Committee and that permission to incur costs, if approved, does not indicate the likelihood of such approval.**
8. **I acknowledge that all FastTrack grants are subject to the review and approval of the Central Procurement Office and the Office of the Comptroller and that permission to incur costs, if approved, does not indicate the likelihood of such approval.**
9. **I acknowledge that any grant over \$750,000 is subject to the approval of the Tennessee State Funding Board and that permission to incur costs, if approved, does not indicate the likelihood of such approval.**

- 10. ECD and its staff are prohibited from providing any verbal or written assurance that a grant will be awarded and any such verbal or written assurance is void.**

The above cited acknowledgements and certifications are made this 11th day of
December, 2017 by Gary Chesney in my
official capacity as Mayor of City of Morristown.

(signature)



Department of Economic and Community Development

Bob Rolfe
Commissioner

Bill Haslam
Governor

December 14, 2017

Colortech, Inc.
Mr. Gildas Thoraval
5712 Commerce Boulevard
Morristown, TN 37814

Dear Mr. Thoraval,

The Tennessee Department of Economic and Community Development (ECD) has reviewed the application for incentives submitted by Colortech, Inc. Subject to the conditions set forth below, ECD is pleased to offer the following incentive package. Please note, this letter supersedes the previous letter sent November 8, 2017.

FastTrack Job Training Grant:	\$ 100,000
FastTrack Infrastructure Grant:	\$ 100,000
Total ECD Commitment:	\$ 200,000

Please note that ECD's incentive package above is conditioned upon Colortech, Inc. (i) committing to create 28 new full-time jobs within five years, (ii) making a capital investment totaling \$14,500,000 within five years, (iii) signing and returning a copy of the Incentive Acceptance Form (Page 3) within 90 days from the date of this letter, and (iv) executing the applicable grant contracts within 90 days of the receipt of such documents. The delivery of the executed Incentive Acceptance Form will permit ECD to set aside funds for the incentive package described above, but it will not give rise to any legal obligations on the part of ECD or Colortech, Inc. The terms and conditions related to the award of any incentives by ECD to Colortech, Inc. will be set forth in a grant agreement that will be provided to the company upon the delivery of the executed Incentive Acceptance Form.

The incentives described in this letter are based upon the representations made by Colortech, Inc. to ECD regarding the project. ECD reserves the right to revise the incentives described in this Commitment Letter if any aspect of the project changes after receipt of this letter. Changes that could result in revision of incentives include, but are not limited to: number of jobs, amount of capital investment, composition of company vs. contract jobs, average wage, or location of the project.

FastTrack Job Training Grant

The Tennessee FastTrack Job Training Assistance Program (FJTAP) will provide funding to support the training of new employees to new or expanding companies. FJTAP will commit up to \$100,000 for 28 new full-time positions, at \$3,571 per position. **ECD is not able to provide incentives for any positions filled prior to execution and approval of a FastTrack Job Training Assistance Program contract.**

Value of FastTrack Training Grant:	\$ 100,000
---	-------------------



Department of Economic and Community Development

Bob Rolfe
Commissioner

Bill Haslam
Governor

FastTrack Infrastructure Grant

The Tennessee FastTrack Infrastructure Development Program provides funding to communities to assist in providing the public infrastructure to support economic development projects. ECD will work with the local officials to identify and support eligible infrastructure needs for this project. **ECD will not reimburse any costs incurred prior to the execution and approval of a contract.**

Value of FastTrack Infrastructure Grant:

\$ 100,000

In addition to the ECD incentive package described above, Colortech, Inc. is potentially eligible for certain tax incentives, assuming that it meets specific job creation and capital investment commitments and satisfies other statutory requirements. These tax incentives are administered by the Tennessee Department of Revenue.

Thank you for giving ECD and the State of Tennessee the opportunity to partner with you as your business grows. Should you have any questions or need further assistance, please contact Michelle Scarbrough. We appreciate your contribution to making Tennessee the No. 1 location in the Southeast for high quality jobs.

Sincerely,

A handwritten signature in black ink that reads "Robert A. Rolfe".

Bob Rolfe, Commissioner, Tennessee Department of Economic and Community Development



Department of Economic and Community Development

Bob Rolfe
Commissioner

Bill Haslam
Governor

December 14, 2017

INCENTIVE ACCEPTANCE FORM

This form serves as notice that Colortech, Inc. intends, in good faith, to create 28 private sector jobs in Morristown, Hamblen County and make a capital investment of \$14,500,000 in exchange for incentives that will be memorialized in a grant agreement between Colortech, Inc. and the State of Tennessee.

ECD OFFER SUMMARY

FastTrack Job Training Grant:	\$ 100,000
FastTrack Infrastructure Grant:	\$ 100,000
Total ECD Commitment:	\$ 200,000

Please sign your name in the space below to signify Colortech, Inc.'s acceptance of ECD's offer set forth above and return it by March 13, 2018 to:

Tennessee Department of Economic and Community Development
Attn: Jordan Taylor Sloan
312 Rosa Parks Avenue, 27th Floor
Nashville, TN 37243
jordan.taylorsloan@tn.gov

Please note that this Incentive Acceptance Form does not give rise to any legal obligations on the part of the State of Tennessee, any department or instrumentality of the State of Tennessee (including ECD and the Department of Revenue) or the Company. The terms and conditions governing the award of the incentive package described herein will be set forth in a grant agreement, the form of which will be provided to the Company following the delivery of an executed copy of the Incentive Acceptance Form. The incentives described in this letter are based upon the representations made by the Company to ECD regarding the project. ECD reserves the right to revise the incentives described in this Incentive Acceptance Form if any aspect of the project changes after receipt of this form. Changes that could result in revision of incentives include, but are not limited to: number of jobs, amount of capital investment, composition of company vs. contract jobs, average wage, or location of the project.

Signature: _____
(Authorized Representative of Company)

Date: _____

TEMPORARY WORKSPACE / ACCESS AGREEMENT

City of Morristown (hereinafter called "Grantor", whether one or more) for and in consideration of the sum of Two hundred Dollars (\$~~200.00~~) hereby gives and grants to **East Tennessee Natural Gas, LLC**, a Tennessee limited liability company (hereinafter called "Grantee"), its agents, servants, and employees permission and license to enter Grantor's premises described in that deed of record at Deed Book 455, Page 742, in the office of the Register of Deeds for Hamblen County, Tennessee, Tax Map 62, Parcel 5 (the "Premises").

Grantor and Grantee acknowledge that Grantee's entry onto the Premises is for the purpose of performing pipeline safety maintenance (hydrostatic test) of its 3300-1 pipeline (hereinafter called the "Work"), subject to the following conditions:

1. That portion of the Premises used for the Work under this agreement (hereinafter called the "Temporary Workspace/Access") consists of the following:
 - a. An irregular shaped temporary workspace adjacent to the northerly boundary of Grantee's existing 50' wide right-of-way and easement being 0.266 acre, more or less; and
 - b. A temporary access being 25' in width x 129' in length (0.07 ac), more or less, extending easterly along an existing gravel driveway leading from Witt Road; thence southerly to its intersection with the above described temporary workspace; and
 - c. A temporary access being 25' in width x 35' in length (0.02 acre), more or less, extending northerly from Progress Parkway to its intersection with Grantee's existing right-of-way and easement.

The Temporary Workspace/Access is as generally depicted (highlighted in orange) on that certain DWG. BOYD-W-1002 (Rev. B), attached hereto as Exhibit "A" and made a part hereof.

2. Grantee's use of the Premises shall commence with the execution of this Agreement and terminate on July 31, 2018, or upon completion of the Work, whichever occurs first. However, it is understood and agreed that if it becomes necessary, Grantee may occupy said Premises subsequent to said period of time to help establish adequate restoration.
3. No pipeline or permanent facility shall be laid on, in, over, or across the Temporary Workspace.

4. Grantee shall provide Grantor notice prior to entering onto the Premises to commence the Work.
5. Grantee agrees to restore the Premises to as good a condition that prevailed prior to Grantee's entry to do the Work, insofar as is practicable, including grading to pre-existing contours followed by applications of fertilizer, seed, mulch and gravel, as applicable. Grantor hereby specifies the following seed mixture: _____
6. Grantee hereby agrees to pay for any and all damages resulting from Grantee's use of the Premises, including to growing crops, unless restored by Grantee.
7. It is mutually understood and agreed that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.
8. The rights, title, and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged and mortgaged, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

IN WITNESS HEREOF, this instrument is executed on this the _____ day of _____, 2018.

WITNESSES:

GRANTOR:
CITY OF MORRISTOWN

By: _____
Name:
Title:

Document Prepared by and Return to:
East Tennessee Natural Gas, LLC
Land & Right of Way Department
1575 Downtown West Blvd.
Knoxville, TN 37919

ILLUSTRATION
Temporary Workspace/Access

TN

Tennessee Property Viewer

Aerial Photography Street Map Show FEMA DFIRM Flood Map Hide Property Lines Hide Property Labels



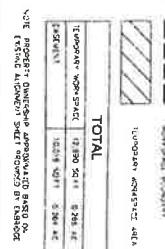
[Return to Agenda](#)
N.T.S.

TDOT | TN Comptroller - OLG | State of Tennessee, Comptroller of the Treasur...

3300-1 Line
R/W # 288
CITY OF MORRIS TOWN
Tax map 62, Parcel 5

<http://tnmap.in.gov/assessment/?GISLink=032057++++11603>

1/30/2018



[Return to Agenda](#)



Morristown City Council Agenda Item Summary

Date: February 13, 2018

Agenda Item: Approval of Bid – Telephone Building Bid

Prepared by: Joey Barnard, Finance Director

Subject: Telephone Building Bid

Background/History: The City of Morristown recently solicited bids from qualified contractors to properly secure all door and window openings on the structure located at 203 West 2nd North Street, referred to as the old telephone building. The purpose of this is to ensure the public safety and the public health and welfare of the citizenry. This project has become necessary as the current property owner has failed to respond to the chief building official's requests. All work will be performed in a manner that provides a finished product that is aesthetically pleasing to the public.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on January 23, 2018 and on January 25, 2018. 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, February 6, 2018 at 2:00 P.M. We received 4 responses.

Financial Impact: Funds have been appropriated in the 2017-18 budget.

Action options/Recommendations: It is requested for council to consider the options before them based on the low original bid submitted by Building Character and the low alternate bid submitted by Carlyle Construction. The bid submitted by Building Character complies with specifications whereby the building is secured with plywood. The alternate bid submitted by Carlyle Construction secures the building with the more aesthetically pleasing SecureView Clear Boarding. A comparison of the methods is included herein. There is an additional increase in cost on the alternative bid of \$6,590. It should be noted that a lien will be placed on the property for any funds that are expended by the City of Morristown.

Attachments: Copy of the Bid Tabulation and SecureView Information

City of Morristown
Telephone Building Bid
Tuesday, February 6, 2018 2:00 PM

Bidder	Original Bid	Alternate Bid
Building Character	\$ 11,050.00	\$18,800.00
Wild Building Construction	\$ 14,422.00	\$31,434.00
Hale Construction, Inc.	\$ 29,950.00	\$36,640.00
Carlyle Construction, LLC	\$ 11,785.00	\$17,640.00



SecureView™ Clear Boarding

Changing the face of vacant and abandoned properties.



Vacant Properties Clear
Boarding with SecureView™



Morristown City Council Agenda Item Summary

Date: February 20, 2018

Agenda Item:

Prepared by: Larry Clark

Subject: Christmas Decorations for Downtown - Wreaths

Background / History: The decorations that have been displayed previously would not work with the improvement to downtown with the new LED lighting and hardware. This past Christmas, Crossroads purchased garland to decorate downtown but because of the short time frame did could not order any decorations to highlight the downtown area.

Findings / Current Activity: Barbara Garrow, Ken Smith and Larry Clark met to discuss what decorations could be displayed downtown to enhance the area. After meeting, it was decided that bows and garland (with lights) would in installed on the new light fixtures and wreaths placed on the overhead crosswalks that crosses streets.

Financial Impact: Crossroads will purchase the bows and the City will purchase the wreaths. Being able to purchase prior to February 28, we can take advantage of a 30% price break. Council contingency is recommended for the City's share in the amount of \$4,202.50.

Action options / Recommendations: Purchase approval of garland and wreaths.

Attachments:



8450 Garvey Drive
Raleigh, NC 27616
800-332-6798
(919)954-0200



PRICE QUOTE

DATE	ESTIMATE NO.
2/13/2018	19601

Bill To:

City of Morristown
Attn: Larry Clark
100 West First North Street
Morristown, TN 37814

Ship To:

City of Morristown
Attn: Larry Clark
100 West First North Street
Morristown, TN 37814
423-581-0100 call b4 delivery

P.O. NO.	REP	County
	TG	

ITEM	DESCRIPTION	QTY	COST	TOTAL
Wreath	DR-311 4ft. Double Frame Wreath with 12-3-1 Two Tone Brown Core Natural Garland with 40 LED C-7 Warm White Lamps with (1) FBT-4 18" Outdura China Red Bows with Gold Trim with mounting hardware.	10	575.00	5,750.00T
Discount	Discount on above items of 33% off good through February 28, 2018.		-1,897.50	-1,897.50
UPS/Shipping	Estimated Shipping and Handling Charges - If shipped with Garland the freight will be \$350.00 for garland and \$350.00 for Wreaths for total of \$700.00. Out-of-state sale, exempt from sales tax		350.00	350.00T
			0.00%	0.00

FREIGHT IS ADDITIONAL
Please contact Tina Griffin if you have any questions.
All orders paid with credit card, debit card or bill pay card will have a 3.5% service fee added to the final total.

TOTAL

\$4,202.50

SIGNATURE _____

Phone #	Fax #	E-mail	Web Site
919-954-0200	919-954-0203	Tina@MoscaDesign.com	www.moscadesign.com



Morristown City Council Agenda Item Summary

Date: February 20, 2018

Agenda Item:

Prepared by: Larry Clark

Subject: Christmas Decorations for Downtown - Garland

Background / History: The decorations that have been displayed previously would not work with the improvement to downtown with the new LED lighting and hardware. This past Christmas, Crossroads purchased garland to decorate downtown but because of the short time frame did could not order any decorations to highlight the downtown area.

Findings / Current Activity: Barbara Garrow, Ken Smith and Larry Clark met to discuss what decorations could be displayed downtown to enhance the area. After meeting, it was decided that bows and garland (with lights) would in installed on the new light fixtures and wreaths placed on the overhead crosswalks that crosses streets.

Financial Impact: Crossroads will purchase the bows and the City will purchase the garland. Being able to purchase prior to February 28, we can take advantage of a 30% price break. Council contingency is recommended for the City's share in the amount of \$7,726.70.

Action options / Recommendations: Purchase approval of garland and wreaths.

Attachments:



8450 Garvey Drive
Raleigh, NC 27616
800-332-6798
(919)954-0200



PRICE QUOTE

DATE	ESTIMATE NO.
2/8/2018	19600

Bill To:
City of Morristown Attn: Larry Clark 100 West First North Street Morristown, TN 37814

Ship To:
City of Morristown Attn: Larry Clark 100 West First North Street Morristown, TN 37814 423-581-0100 call b4 delivery

P.O. NO.	REP	County
	TG	

ITEM	DESCRIPTION	QTY	COST	TOTAL
Garlands	Two Tone Natural Branch Garland 6-4-2 for pole wraps with A-008 LED C-7 Warm White Random Lighting (3 lamps every ft.) with male plug on one end with 36" tie wire on both ends. Cut into 40 pieces at 15ft. each Match sample PO 8340 dated 1/31/18	600	18.35	11,010.00T
Discount	Discount on above items of 33% off good through February 28, 2018		-3,633.30	-3,633.30
UPS/Shipping	Estimated Shipping and Handling Charges Out-of-state sale, exempt from sales tax	1	350.00 0.00%	350.00T 0.00

FREIGHT IS ADDITIONAL
Please contact Tina Griffin if you have any questions.
All orders paid with credit card, debit card or bill pay card will have a 3.5% service fee added to the final total.

TOTAL

\$7,726.70

SIGNATURE _____

Phone #	Fax #	E-mail	Web Site
919-954-0200	919-954-0203	Tina@MoscaDesign.com	www.moscadesign.com

Stone Haven S/D

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 26th day of January, 2018, by and between T. Phillip Carlyle 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 Stone Haven Subdivision
Map 025, Parcel 035.00 as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book 1596 Page 269, hereafter called the "Property".

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

Stone Haven S/D

WHEREAS, the Site Plan/Subdivision known as _____
(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:

Carlyle Construction, LLC
Company/Corporation/Partnership Name (Seal)

By: x [Signature] CM

T. Phillip Carlyle

(Type Name)

Owner

(Type Title)

State of Tennessee

County of Hamblen

The foregoing Agreement was acknowledged before me this 26 day of January, 2018.

by Mary Katherine Smithpeters

Mary Katherine Smithpeters
Notary Public

My Commission Expires 10/21/19



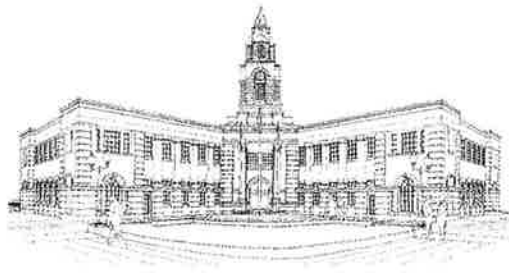
Approved as to form:

[Signature] 1-30-18
City Attorney Date

Approved by the City:

Mayor

Date



Morristown City Council Agenda Item Summary

Date: February 19, 2018

Agenda Item:

Prepared by: Larry Clark

Subject: Minor Corrections to Handbook

Background / History: In October 2016, Council approved revisions to the Employee Handbook which went into effect November 1, 2016. Corrections were made to three items in July.

Findings / Current Activity: Two items were noted that need to be revised. These are adding language for Civil Service and email retention. Civil Service language is to make clear concerning prior service for Civil Service credit. Second is to bring the Handbook into compliance with State Law.

Financial Impact: None

Action options / Recommendations: Approval of corrections.

Attachments: Copies of references in handbook

1. VACANCIES, APPOINTMENTS, PROMOTIONS, DEMOTIONS, TRANSFERS AND REASSIGNMENTS IN THE REGULAR SERVICE

- A. Pursuant to the City charter, the city administrator has the authority to appoint, promote, demote, reassign, transfer, suspend, and remove all regular service employees of the City of Morristown. All regular service vacancies in the City service shall be filled by original appointment, re-employment, promotional appointment, provisional appointment, transfer, or demotion.
- B. Whenever a department head desires to fill a vacancy, a request for appointment will be submitted to the city administrator or human resource department.
- C. If a former employee is rehired within 6 months of separation, the employee will retain their years of service and the benefits connected with years of service. If hired after that date, the employee's previous year(s) of service will not be considered for benefits. This policy does not affect Civil Service scoring regarding points for seniority purposes.

2. ELECTRONIC MAIL

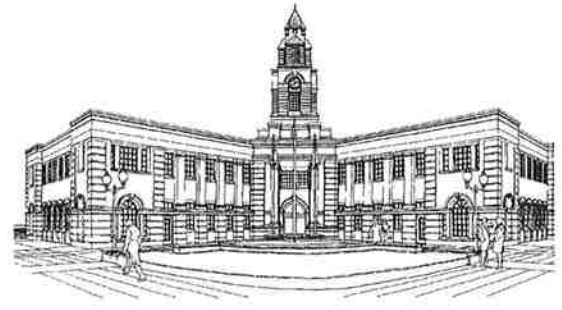
- F. The Information Technology department will maintain and operate the City's e-mail system. IT will perform daily backups (or contract for such services) of the e-mail system and will retain the daily backups for a period of thirty days. After thirty days, the backups will be erased and all e-mails contained therein will be permanently deleted. Prior to the aforementioned thirty days, Any stored messages remain City property and can be restored.
- G. End users shall review their e-mail inboxes periodically (at least every thirty days). During this review, end users assess the retention value of any e-mail more than thirty days old. If the e-mail is considered supportive material, the end users should print out the necessary e-mails and file them with the appropriate document. A second alternative is to move the e-mail to a permanent folder set up for the specific purpose of saving supportive material. In doing so the end user should assess what is the retention value of that designated folder.
- H. In general, emails will be archived in compliance with MTAS record retention guidelines. Administrative support records have a retention life of no greater than three years. Consult the *Records Management for Municipal Governments: A Reference Guide for City Officials and Municipal Public Records Custodians*, a publication from MTAS. If the e-mails are transitory, they should be deleted out of the user's inbox.

Red Deleted

Yellow highlighted added

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger D. Overholt *RDO*

Date: February 15, 2018

Re: Entry Level Patrol Officers

I am requesting to hire two entry level patrol officers at the February 20th council meeting. Attached is the current civil service roster of eligible candidates. For two positions we may consider any of the top five candidates listed on the roster. These positions are to backfill current vacancies.

Thank you.

RDO/l1

CIVIL SERVICE BOARD

P.O. Box 1499 • MORRISTOWN, TN 37816


POLICE DEPARTMENT ENTRY LEVEL ROSTER

Revised on February 13, 2018 to Reflect Recent Testing, **Hiring** and/or Corrections

	RANK AND NAME	EXPIRES
1	Scotty Cauthen	6/30/2018
2	Chad Hughes	6/30/2018
3	Julian Monroe	12/31/2018
4	Adam Kimbrough	12/31/2018
5	Roger Kanipe	6/30/2018
6	Stephanie Kirk	6/30/2018
7	Chris Wooldridge	12/31/2018

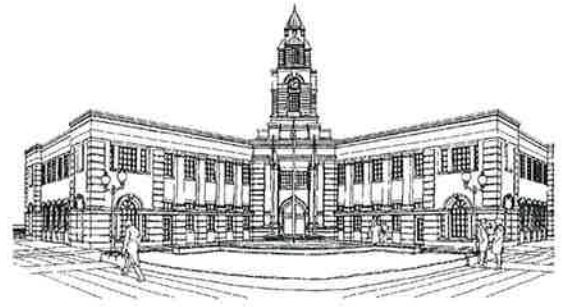
For the Civil Service Board


Lee Parker, Chairman


Date

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

To: Mayor Gary Chesney
City Council Members

From: ^{RDO} Chief Roger D. Overholt

Date: February 15, 2018

Re: Promotion

I am requesting that I be allowed to make a promotion to the below listed position.
Please see the attached Civil Service Eligibility Roster.

- Detective Corporal

Thank you for your assistance in this matter. If you have any questions regarding this, please contact my office.

RDO/ll

CIVIL SERVICE BOARD

P. O. Box 1499 • MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - DETECTIVE CORPORAL - INVESTIGATIONS

UPDATED ON JULY 11, 2017 TO REFLECT **TESTING**, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Tracy Bowman	28-Feb-18
2	Mike Bacon	28-Feb-19
3	Darrin Burchfield	28-Feb-18

For the Civil Service Board:



Lee Parker, Chairman

7-11-2017

Date