

WORK SESSION
December 17, 2019
4:00 p.m.

1. **Agenda Review**

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
December 17, 2019
5:00 p.m.

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Dr. Chris Dotson, Chaplain Unit Squad Leader, Morristown Police Department

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

1. December 3, 2019

6. **PROCLAMATIONS/PRESENTATIONS**

1. Presentation of Tennessee Law Enforcement Accreditation Award -
Morristown Police Department

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

8. **OLD BUSINESS**

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

9. **NEW BUSINESS**

9-a. Resolutions

1. Resolution No. _____
A Resolution to Adopt an Improvement Plan for Traffic Flow and Infrastructure at Frank Lorino Park.
2. Resolution No. _____
A Resolution of the City Council of the City of Morristown in Support of a Joint Resolution of the Tennessee General Assembly for the Purpose of Restoring the Emergency Communications Surcharge Rate.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
Entitled an Ordinance to Close and Vacate Certain Rights-of-Ways within the City of Morristown. {Portion of Dice Street public right-of-way south of the intersection of Lincoln Avenue, the general location being shown on the attached Exhibit A.}
{Public Hearing January 7, 2019}

9-c. Awarding of Bids/Contracts

1. Approval to Apply for the Walmart Local Community Grant for the Fire Department to be used for the purchase of Child Passenger seats.
2. Approval to Apply for the Walmart Local Community Grant for the Parks and Recreation Department to be used toward contracting a Trail Specialist for Heritage Park and Frank Lorino Park.
3. Approval to Accept Recommendation from Airport Commission for Request for Proposals for Fixed Base Operator Services.
4. Approval of the Request for Proposal submitted by East Tennessee Turf & Landscape for the East Andrew Johnson Highway Tree Project and to allow Tony Cox, City Administrator to enter into contract negotiations.
5. Approval of Purchase Order No. 20001423-01 in the amount of \$84,949.68 for the purchase of Deicing Salt per the Statewide Contract.
6. Approval of Agreement with AT&T for an Easement on the Corner of W. 2nd North Street and Henry Street for the purpose of installing new fiber infrastructure for delivery of their service.
7. Approval of Inspection and Maintenance Agreement (I&M) between the City of Morristown and Kawasaki, Tennessee, Inc.

9-d. Board/Commission Appointments

1. City Council appointment/reappointment to the Stormwater Violations Board of the City of Morristown for a term to expire January 1, 2023; term expiring David Wild.

9-e. New Issues

1. Approval of Certificate of Compliance – Chuck’s Package Store

10. CITY ADMINISTRATOR’S REPORT

1. Audit for Fiscal Year Ending June 30, 2019

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:

December 24 & 25, 2019	Tues/Wed		City Employee's Holiday Christmas Eve & Christmas Day
January 1, 2020	Wednesday		City Employee's Holiday New Year's Day
January 7, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
January 7, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
January 7, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
January 20, 2020	Monday		City Employee's Holiday - Martin Luther King Day
January 21, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
January 21, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 4, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
February 4, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
February 4, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 18, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
February 18, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 3, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
March 3, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
March 3, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

**WORK SESSION AGENDA
December 17, 2019**

1. None



**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
December 3, 2019**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, December 3, 2019, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present; Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith.

Pastor Mark Campbell, Chaplain, Morristown Police Department led in the invocation. Councilmember Al A'Hearn led the "Pledge of Allegiance".

Councilmember A'Hearn made a motion to approve the November 19, 2019 minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Mayor Chesney welcomed the Youth Leadership Morristown Group to the Council Meeting.

City Administrator, Tony Cox presented the Voice of the People Award 2019 – Transformation in Built Environment.

A Public Hearing was held relating to Ordinance No. 3646; Lee Dilworth, Chief Executive Officer of ReVida spoke

Councilmember Smith made a motion to approve Ordinance No. 3646 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3646

Being an Ordinance of the City Council of Morristown, Tennessee amending Title 14 (Zoning and Land Use Control), of the Morristown Municipal Code, Chapter 2, Chapter 8, Chapter 10, Chapter 11, Chapter 12, Chapter 14, and Chapter 16 regarding Methadone and Substance Abuse Treatment Facilities.

Councilmember A'Hearn made a motion to approve the recommendation for Michael Baker International (MBI) to provide consulting services on the Multi-Modal Grant – Sidewalk Improvements Project and to allow Tony Cox, City Administrator to enter into contract negotiations based on terms presented in the Request for. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the contract with Morristown Roofing in the amount of \$572,821 for Roof Replacement of Morristown Fire Stations #2, #5, #6 and the Morristown City Center. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion for approval of the agreement with University of Tennessee Libraries Deed of Gifts for time capsule artifacts from Morristown College. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the Memorandum of Understanding (MOU) between the Morristown Hamblen EMS (MHEMS) and the Morristown Fire Department (MFD) to allow MFD licensed paramedics to function as TN licensed paramedics and follow MHEMS paramedic protocols with the exception being Rapid Sequence Intubation (RSI) and narcotic usage. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the sale of 0.25 acres in the East Tennessee Valley Industrial District in the amount of \$10,000 per acre to Orbit Industries. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve Jason Alexander, Blake Bain, Michael Cameron, Hunter Donahoo, Jordan Phillips and Robert Reed as Entry-Level Patrol Officers for the Morristown Police Department. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Gary Chesney adjourned the December 3, 2019 Morristown City Council meeting at 5:36 p.m.

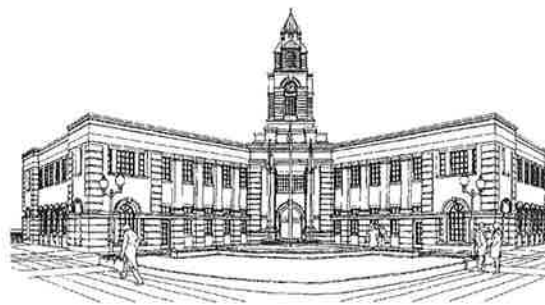
Mayor

Attest:

City Administrator

Morristown Police Department

ROGER OVERHOLT
Chief of Police



Media Release: Morristown Police Department Receives Fourth State Accreditation Award

December 17, 2019

At the December 17th City Council Meeting the Morristown Police Department (MPD) was presented with their fourth accreditation award for the Tennessee Law Enforcement Accreditation program (TLEA).

The accreditation process ensures that department policies and practices meet the guidelines of nationally accepted professional police practices. The department receives reduced liability premiums for maintaining accreditation status, liability risk is also reduced.

Accreditation involves a periodic on-site assessment by a TLEA appointed review team which examines multiple functions of the MPD. Team assessors take an agency tour, interview personnel in various departments, look at vehicles and operational equipment and assess 161 files that cover 24 chapters. Some chapters included are Use of Force, Pursuits, Investigative Duties, Patrol Duties and Juvenile Operations. Once the assessment is complete, the on-site assessors' findings are evaluated by a state review panel.

Accreditation is an ongoing process and all MPD personnel are credited in achieving the award. Natalie Cole has been the police accreditation manager since 2011. She is assisted by command level personnel who evaluate accreditation compliance on a continuous basis to ensure the department is meeting the standards and guidelines of the program.

Maintaining accreditation status demonstrates a commitment by both the department and city government to ensure the city has a professional policing agency serving our community.

Chief Overholt stated, "I want to thank all police and city personnel, government officials, the Hamblen County 911 Communications Center and all our community partners who continue to assist us in maintaining these professional standards."

RESOLUTION NO. _____
A RESOLUTION TO ADOPT AN IMPROVEMENT PLAN FOR TRAFFIC
FLOW AND INFRASTRUCTURE IMPROVEMENTS AT FRANK LORINO
PARK.

WHEREAS, the City of Morristown recognizes that due to various factors that an improvement plan to allow for better traffic flow in the Frank Lorino Park area is now necessitated along with a plan to address certain recreational activities being offered at the Park; and

WHEREAS, the City of Morristown and its City Council has appropriated funds of approximately \$400,000 over the last two fiscal years to make improvements to its tennis courts in Frank Lorino Park, but at this point has only been able to complete design upon receiving bids that exceeded appropriated funds; and

WHEREAS, the City of Morristown desires to make improvements to its youth football program by establishing football fields that are sufficient to meet the needs of its youth football program including but not limited to official size football fields; and

WHEREAS, that such improvements to the City of Morristown's tennis courts or football fields cannot be made without fully evaluating the future traffic flow and necessary improvements in and around Frank Lorino Park that includes Thompson Creek Road, Lorino Park Road, Pope Road, Snyder Road, Rock Creek Road, and Carroll Road and not having to reinvest in improvements to its tennis courts and football fields; and

WHEREAS, that said traffic flow evaluation is further required based on the near future closing of Pope Road to the north of East Morris Boulevard and the development at Miller's Landing and the significant residential development on Thompson Creek Road; and

WHEREAS, the City of Morristown is currently under contract with the Tennessee Department of Transportation for improvements along East Morris Boulevard that includes a traffic study from its engineering consultant at the Thompson Creek Road and Pope Road intersections; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Morristown, Tennessee, that it approves to assign up to \$500,000 to study and make improvements to Frank Lorino Park entrances while realizing that additional funds may become necessary to achieve expected outcomes. Said street improvements shall focus on the areas that are most impacted by growth and make said improvements within those areas to allow the citizenry to move as unencumbered as possible.

This Resolution shall be effective from and after its adoption as passed on this the 17th day of December 2019.

MAYOR

ATTEST:

CITY ADMINISTRATOR

RESOLUTION NO. _____
A RESOLUTION OF THE MORRISTOWN CITY COUNCIL IN SUPPORT OF A JOINT RESOLUTION OF THE TENNESSEE GENERAL ASSEMBLY FOR THE PURPOSE OF RESTORING THE EMERGENCY COMMUNICATIONS SURCHARGE RATE.

WHEREAS, in 1998 the Tennessee General Assembly authorized the monthly 9-1-1 surcharge rate to be \$1.50 per line, recognizing this to be a reasonable surcharge rate for life- saving services, and

WHEREAS, in 2014 the monthly 9-1-1 surcharge rate was reduced to \$1.16 per line; a number based upon 2012 funding levels, and

WHEREAS, the current rate of \$1.16 reserves two cents (\$0.02) to fund the Telecommunications Devices Access Program, providing devices to the speech or hearing impaired, with the remaining \$1.14 used in support of Emergency Communications Districts statewide and the Tennessee Emergency Communications Board, hereinafter referred to as 'TECB', and

WHEREAS, the Tennessee Emergency Communications Board, pursuant to the authority granted in T.C.A. § 7-86-303(e)(1), following a public hearing, properly adopted a recommendation to restore the monthly 9-1-1 surcharge rate to \$1.50 per line, and

WHEREAS, in order for the rate to be restored, the TECB's recommendation must be approved by a Joint Resolution of the State Senate and House of Representatives, and

WHEREAS, many Emergency Communications Districts across Tennessee are falling into negative budgets, are unable to fulfill fiscal obligations for on-going operations, and continually must seek additional local funding to support increasing operational costs,

NOW, THEREFORE BE IT RESOLVED, that the Morristown City Council, meeting in regular session on 17 December 2019:

SECTION 1. Hereby expresses its support of the TECB in their proposal to restore 9-1-1 surcharge rates to the 1998 level of \$1.50 per line as was previously established by the Tennessee General Assembly as a reasonable surcharge rate for life-saving 9-1-1 services.

SECTION 2. Hereby requests the City of Morristown's representatives to the General Assembly co-sponsor and support the Joint Resolution to restore the 9- 1-1 surcharge rate in order to provide more adequate funding for this essential duty.

SECTION 3. Hereby directs that a copy of this resolution be forwarded to the City of Morristown's representatives to the General Assembly.

ATTEST:

Gary Chesney, Mayor

Anthony W. Cox, City Administrator



Hamblen County Emergency Communications District
530 North Jackson Street
Morristown, Tennessee 37814
(423) 585-2700

26 November 2019

Mr. Anthony W. Cox, City Administrator
City of Morristown
100 West First North Street
Morristown, Tennessee 37814

Mr. Cox:

On behalf of the Board of Directors, I am asking that the Morristown City Council consider the attached resolution in support of restoration of the emergency communications surcharge rate.

Since the inception of 9-1-1 in the State of Tennessee, emergency communication districts (ECDs) have relied upon the monthly 9-1-1 telephone surcharge to fund their statutory and primary function – emergency call processing. To this end, the General Assembly, in 1998, stated that “...*the continued viability of the lifesaving 911 emergency communications service is of the highest priority for the health and safety of the citizens of Tennessee*” and authorized the monthly rate to be \$1.50 per line.

With the increase of voice over internet protocol (VoIP) providers and the ‘bundling’ of internet and telephone services, the General Assembly passed the ‘9-1-1 Modernization and IP Transition Act of 2014’. This legislation, effective January 2015, lowered the rate to \$1.16 for all services that could access 9-1-1 and based this amount upon the ECDs average revenue collections for FY2012. By doing this, the General Assembly failed to take into account that:

- these numbers did not meet annual growth projections,
- ECDs were already struggling in FY2012 due to the movement to VoIP services, and
- this legislation ended multiple grant programs for dispatcher training, GIS services, and essential equipment purchases / upgrades that ECDs had relied upon for years.

Due to these and other concerns, the Tennessee Emergency Communications Board (TECB) acted in conjunction with TCA § 7-86-303(e)(1) and adopted a recommendation to restore the monthly 9-1-1 surcharge rate to \$1.50 per line; an action which must be approved by a Joint Resolution of the State Senate and House of Representatives. Our position is that this would be a critical step in generating a more adequate revenue stream for long-term maintenance and improvement efforts. The implementation and upkeep of public safety systems is expensive. Equipment and training is expensive. And adding text and other services will keep driving future upgrades at a time when IT and network management needs also continue to grow.

Remember... the current telephone surcharge rate is based upon 2012 revenue collections. Services have increased, training has increased, insurance has increased, etc. etc... yet, the basis for operational funding to ECDs has not. I know of no other governmental entity that is asked to prepare their budget based upon revenue numbers that are eight (8) years old.

Passage of this Joint Resolution by the General Assembly could have the potential for Hamblen County ECD to receive an increase in annually recurring revenue of as much as \$300,000. With our District having recently purchased an enhanced computer aided dispatch (CAD) system as a part of a two-year Capital Projects program, any additional recurring revenue will be applied to the increased annual maintenance costs / service agreements. Likewise, increased revenue from telephone surcharges would keep the District from paying these agreements out of their fund balance or returning to the local governing bodies for this funding.

For these reasons, I ask the Council to seriously consider this non-binding resolution asking Representative Eldridge and Senator Southerland to support this effort when the Legislature reconvenes in January.

I would be glad to discuss any concern or answer any questions that you or the councilmembers may have; please feel free to contact me at any time.

Thank you in advance for your support of public safety efforts in Hamblen County.

Respectfully,



S. Eric Carpenter, ENP
Executive Director

CC: ECD Board of Directors

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: December 17th, 2019
SUBJECT: Right-of-Way Abandonment for a portion of Dice Street

BACKGROUND:

Mr. Scott Reams, representing the Hamblen County Board of Education, is requesting the right-of-way abandonment for an undeveloped portion of Dice Street. This public right-of-way is located south of West High School and Lincoln Avenue between the Senior Citizens Center (841 Lincoln Avenue) and Douglas-Cherokee's "Meals on Wheels" (855 Lincoln Avenue).



Dice Street was originally platted to extend beyond its current end point at Lennie Avenue through the current campus of West High School to an end point just south of Lincoln Avenue. However, this did not develop as originally platted which has resulted in this undeveloped portion of Dice Street. It is the understanding of staff that the Board of Education has reached an agreement with the two neighboring owners to obtain this right-of-way for access to future development they plan on the property to the south.

RECOMMENDATION:

Staff recommends approval of this right-of-way abandonment request and the Morristown Regional Planning Commission voted in support of this request by 9-0 margin at their December meeting.

[Return to Agenda](#)



Proposed Dice Street Closure



Legend

Address Type



Current

----- Road Centerlines

 Proposed Street Closure

 Building Footprints

 Parcel

Zoning Classification

R2

LB



MAY 1951

PLAT
OF
W.W. BROWN
SECOND ADDITION
TO
ADRIAN TERRACES
SCALE 4"=100'
T. RENT & BIBLE AGENTS
MAY 1951

NOTE
ALTA ST
IS
WALNUT DR



ORDINANCE NO. _____

ENTITLED AN ORDINANCE TO CLOSE AND VACATE CERTAIN
RIGHTS-OF-WAYS WITHIN THE CITY OF MORRISTOWN

{Portion of Dice Street public right-of-way south of the intersection of Lincoln Avenue, the general location being shown on the attached Exhibit A.}

Section I. WHEREAS, the City Council of the City of Morristown has the power to, when expedient, close, vacate and abandon rights-of-way within the municipality; and

WHEREAS, the following action is deemed to be in the best interest of the municipality;

NOW THEREFORE:

Section II. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN that the following right-of-way is hereby closed, vacated and abandoned:

Beginning at the point of intersection of the western boundary of Dice St. right-of-way, the southern boundary of the Lincoln Avenue right-of-way, and Parcel 032.00 of Hamblen County Tax Map 041E Group B and heading in a southerly direction along the western boundary of Dice St. right-of-way to the intersection of the southern boundary of said right-of way, Parcel 032.00 of Hamblen County Tax Map 041E Group B, Parcel 048.01 of Hamblen County Tax Map 041L Group B, and Parcel 048.00 of Hamblen County Tax Map 042I Group B; Thence in an easterly direction along the southern boundary of Dice St. right-of-way to the point of intersection of said right-of-way with Parcel 033.00 of Hamblen County Tax Map 041E Group B and Parcel 048.00 of Hamblen County Tax Map 042I Group B; Thence in a northerly direction along the eastern boundary of Dice St. right-of-way to the intersection of said right-of-way, Parcel 033.00 of Hamblen County Tax Map 041E Group B, and Lincoln Ave. right-of-way; Thence in a westerly direction along the southern boundary of Lincoln Avenue right-of-way to the point of beginning.

Section III. BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Section IV. BE IT FURTHER ORDAINED that this ordinance takes effect from and after its passage, the public welfare requiring it.

Passed on first reading the 17th day of December 2019.

Mayor

ATTEST:

City Administrator

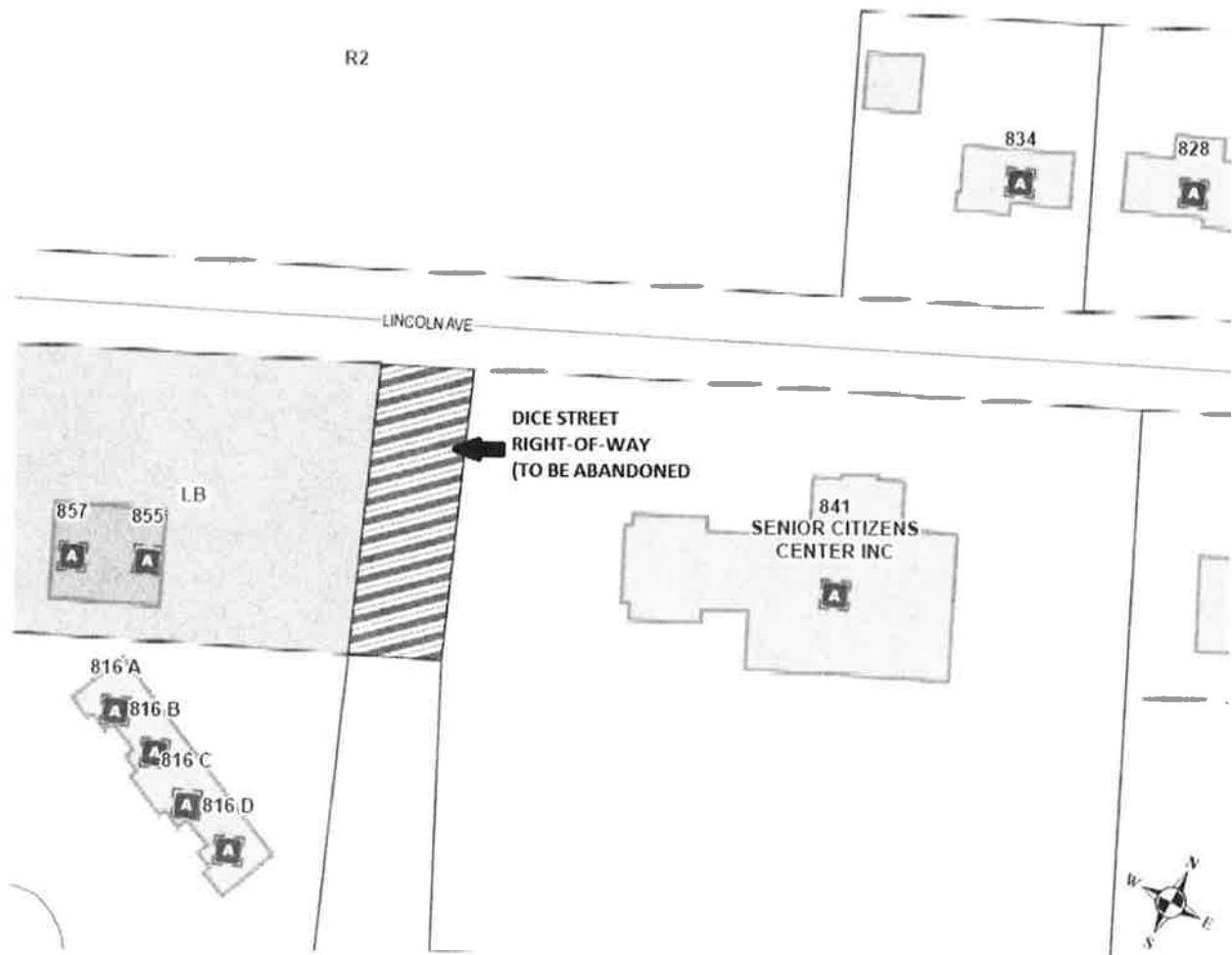
Passed on second and final reading this the 7th day of January 2020.

Mayor

ATTEST:

City Administrator

Exhibit A:



City of Morristown

Incorporated 1855



FINANCE OFFICE

Memorandum

To: City Council

From: Joey Barnard, Assistant City Administrator

Date: December 10, 2019

RE: Walmart Local Community Grant – Fire Department

The City of Morristown is requesting approval to apply for the Walmart Local Community Grant in the amount of \$1,000.00. This grant is available to local organizations that directly benefit the service area of from which they are requesting funding. This grant is 100% funded. The grant funds requested would be used for restocking of child passenger seats within the fire department.

City of Morristown

Incorporated 1855



FINANCE OFFICE

Memorandum

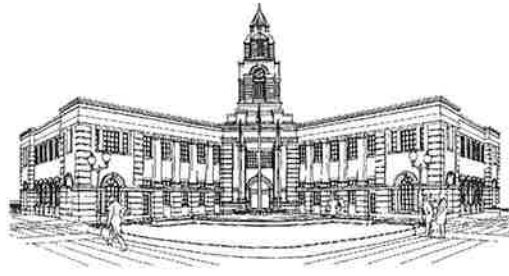
To: City Council

From: Joey Barnard, Assistant City Administrator

Date: December 11, 2019

RE: Walmart Local Community Grant-Parks & Recreation

The City of Morristown is requesting approval to apply for the Walmart Local Community Grant in the amount of \$1,000.00. This grant is available to local organizations that directly benefit the service area of from which they are requesting funding. This grant is 100% funded. The grant funds requested would be used toward contracting a trail specialist in order to develop a multi-use trail to Frank Lorino Park and Heritage Park.



Morristown City Council Agenda Item Summary

Date: December 5, 2019

Agenda Item: Approval of Request for Proposals – Fixed Base Operator Services

Prepared by: Joey Barnard, Assistant City Administrator

Subject: Fixed Base Operator Services for the Morristown Regional Airport

Background/History: Proposals have been solicited from qualified firms interested in providing fixed base operator services at Morristown Regional Airport. In accordance with the City of Morristown Minimum Standards for Fixed Based Operators and all other local, State, and Federal law and regulation, the City of Morristown intends to select a qualified firm. Professional services to be performed in general consist of, but are not limited to: general management activities needed daily, grant assistance, greeting users, operations tracking and maintenance, aircraft storage, management of terminal building and hangars, fueling, attending Airport meetings when requested, providing janitorial services, facility maintenance in accordance with the FBO agreement, submitting monthly activity reports, security of the facility, minor maintenance, and mowing. The selection criteria were established to ensure that all interested parties would be able to submit and be objectively evaluated based on their submittal. The proposals were evaluated by a five-member committee. Under the direction of the Commission Chairman, each member evaluated each proposal independently.

Findings/Current Activity: The RFP was advertised in the Citizen Tribune on October 9, 2019, and on October 13, 2019, and in the Knoxville News Sentinel on October 13, 2019. Additionally, the RFP was posted to the National Air Transportation Association, the Independent Fixed Base Operators' Association, the City of Morristown's website and through Vendor Registry, an on-line facilitation website. The submission deadline was 10:00 AM on Tuesday, November 12, 2019. We received two (2) responses.

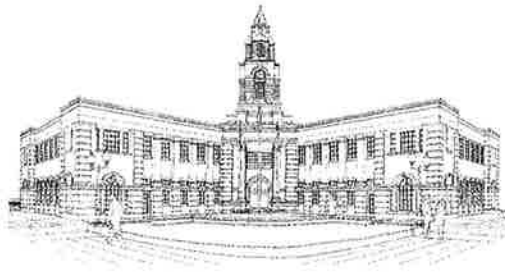
Financial Impact: Assuming successful contract negotiations, a new agreement should have a positive financial impact.

Action options/Recommendations: The selection committee made the recommendation to the Airport Commission to accept the Request for Proposal submitted by Morristown Air Service, Inc. Commission members met and accepted the recommendation. The Airport Commission makes the recommendation to City Council to allow the airport manager and Commission Chair to enter into contract negotiations with Morristown Air Service, Inc. Provided that a successful contract can be agreed to; the negotiated contract will be taken back to the Morristown Airport Commission for consideration.

Attachments: Ranking Sheet.

CITY OF MORRISTOWN
OFFICE OF FINANCE AND PURCHASING
RFP: FIXED BASE OPERATOR SERVICES
SUMMARY: FIRM RANKINGS

RANKING	ENTITY
1	Morristown Air Service; Ben Williamson
2	Morristwon Flying Service; JB Marshall



Morristown City Council Agenda Item Summary

Date: December 11, 2019

Agenda Item: Approval of Request for Proposal – East Andrew Johnson Highway Tree Project

Prepared by: Joey Barnard, Assistant City Administrator

Subject: East Andrew Johnson Highway Tree Project

Background/History: The City of Morristown recently sought Request for Proposals from qualified professionals for the purchase and planting of a variety of tree species to be located on East Andrew Johnson Highway and 25E exchange. It is the City's desire to increase the tree resources to improve air quality in the area. This will also allow for additional species that are not in our existing arboretums. All tree species will be provided from a Tennessee Nursery. Partial funding for this project will be provided from a Forestry Grant as approved by City Council under the Tennessee Department of Agriculture.

Findings/Current Activity: The Request for Proposal was advertised in the *Citizen Tribune* on November 7, 2019 and on November 10, 2019. Additionally, the Request for Proposal was posted to the City of Morristown's website and through Vendor Registry, an on-line facilitation website. The submission deadline was 2:00 PM on December 5, 2019. We received two (2) responses, one of which was considered unresponsive.

Financial Impact: Funds for this service have been appropriated in the 2019-20 fiscal year budget. As previously stated, partial funding will be provided under a Forestry Grant from the Tennessee Department of Agriculture.

Action options/Recommendations: It is staffs' recommendation to approve The Request for Proposal submitted by East Tennessee Turf & Landscape and to allow Tony Cox, City Administrator to enter into contract negotiations. The proposal includes the total project amount of \$56,327.00.

Attachments: None.

**CITY OF MORRISTOWN**

PURCHASING DIRECTOR

P.O. Box 1499

Morristown, TN 37815-0647

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

Purchase Order

Fiscal Year 2020

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #**20001423-01***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369**V
e
n
d
o
rCARGILL INCORPORATED-SALT DIV
24950 COUNTRY CLUB BLVD STE450

NORTH OLMSTED, OH 44070

S
h
i
p
T
oCity of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN

37813

Vendor Phone Number 800-600-7258		Vendor Fax Number 888-739-8705		Requisition Number 20001584		Delivery Reference/Contact ASHLEY AHL			
Date Ordered 12/10/19		Vendor Number 003111		Date Required		Interoffice Delivery		Department/Location 41610	
Item#	Description/Part No.				Qty/Unit	Cost Each		Extended Price	
001	DEICING SALT PER STATEWIDE CONTRACT # 507 43140-458				886.00 EACH	95.88000		84,949.68	
						PO Total		84,949.68	

The City of Morristown is an equal
employment / affirmative action
employer EOE / AA**VENDOR COPY**_____
Authorized Signature_____
Date_____
Authorized Signature[Return to Agenda](#)



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

Statewide Multi-Year Contract Issued to:

Cargill Incorporated
402 Weatherridge Dr
Jackson, TN 38305

Vendor ID: 0000000582

Contract Number: 000000000000000000054021

Title: SWC 507- Rock Salt

Start Date : June 01, 2017

End Date: May 31, 2020

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

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or

liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Parker Birt
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-291-5948
Fax: 615-741-0684
Email: Parker.Birt@tn.gov

Line Information

Line 1

Item ID: 1000177399
Rock Salt, TDOT Region1 Super District 2 (All Counties)
Unit of Measure: NS
Vendor Item/Part #: CAR-1
Manufacturer Item #:
Unit Price: \$ 93.18

Line 2

Item ID: 1000177400
Rock Salt, TDOT Region1 Super District 3 (All Counties)
Unit of Measure: NS
Vendor Item/Part #: CAR-2
Manufacturer Item #:
Unit Price: \$ 95.97

Line 3

Item ID: 1000177401
Rock Salt, TDOT Region4 Super District 10- Dyer
Unit of Measure: NS
Vendor Item/Part #: CAR-3
Manufacturer Item #:
Unit Price: \$ 93.18

Line 4

Item ID: 1000177402
Rock Salt, TDOT Region4 Super District 10- Lake
Unit of Measure: NS
Vendor Item/Part #: CAR-4
Manufacturer Item #:
Unit Price: \$ 91.36

Line 5

Item ID: 1000177403
Rock Salt, TDOT Region4 Super District 10- Obion
Unit of Measure: NS
Vendor Item/Part #: CAR-5
Manufacturer Item #:
Unit Price: \$ 91.20

Line 6

Item ID: 1000177404

Rock Salt, Non-TDOT Region1- All Counties

Unit of Measure: NS

Vendor Item/Part #: CAR-6

Manufacturer Item #:

Unit Price: \$ 95.88

Line 7

Item ID: 1000177405

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

Unit of Measure: NS

Vendor Item/Part #: CAR-7

Manufacturer Item #:

Unit Price: \$ 92.23

Line 8

Item ID: 1000177406

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

Unit of Measure: NS

Vendor Item/Part #: CAR-8

Manufacturer Item #:

Unit Price: \$ 93.09

Line 9

Item ID: 1000177407

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

Unit of Measure: NS

Vendor Item/Part #: CAR-9

Manufacturer Item #:

Unit Price: \$ 96.49

Line 10

Item ID: 1000177408

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

Unit of Measure: NS

Vendor Item/Part #: CAR-10

Manufacturer Item #:

Unit Price: \$ 97.34

APPROVED: Michael F. Perry-JB
Digitally signed by Michael F. Perry-JB
Date: 2019.07.10 15:57:18 -0500
CHIEF PROCUREMENT OFFICER

BY: Parker Birt
Digitally signed by Parker Birt
DN: cn=Parker Birt, o=Central Kentucky
Seal of the Commonwealth of Kentucky
Date: 2019.07.10 15:57:18 -0500
PURCHASING AGENT

DATE

**AMENDMENT ONE OF
STATEWIDE CONTRACT #507 – Rock Salt
EDISON CONTRACT #54021**

This Amendment is made and entered by and between the State of Tennessee, Department of General Services, Central Procurement Office hereinafter referred to as the "State" and Cargill Incorporated, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract lines one (1) through ten (10) are deleted in their entirety and replaced by the following price increases:

Line 1

Item ID: 1000177399

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

Unit of Measure: NS

Vendor Item/Part #: CAR-1

Manufacturer Item #:

Unit Price: \$ 93.18

Line 2

Item ID: 1000177400

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

Unit of Measure: NS

Vendor Item/Part #: CAR-2

Manufacturer Item #:

Unit Price: \$ 95.97

Line 3

Item ID: 1000177401

Rock Salt, TDOT Region4 Super District 10- Dyer

Unit of Measure: NS

Vendor Item/Part #: CAR-3

Manufacturer Item #:

Unit Price: \$ 93.18

Line 4

Item ID: 1000177402

Rock Salt, TDOT Region4 Super District 10- Lake

Unit of Measure: NS

Vendor Item/Part #: CAR-4

Manufacturer Item #:

Unit Price: \$ 91.36

Line 5

Item ID: 1000177403

Rock Salt, TDOT Region4 Super District 10- Obion

Unit of Measure: NS

Vendor Item/Part #: CAR-5

Manufacturer Item #:

Unit Price: \$ 91.20

Line 6

Item ID: 1000177404

Rock Salt, Non-TDOT Region1- All Counties

Unit of Measure: NS

Vendor Item/Part #: CAR-6

Manufacturer Item #:

Unit Price: \$ 95.88

Line 7

Item ID: 1000177405

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

Unit of Measure: NS

Vendor Item/Part #: CAR-7

Manufacturer Item #:

Unit Price: \$ 92.23

Line 8

Item ID: 1000177406

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

Unit of Measure: NS

Vendor Item/Part #: CAR-8

Manufacturer Item #:

Unit Price: \$ 93.09

Line 9

Item ID: 1000177407

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

Unit of Measure: NS

Vendor Item/Part #: CAR-9

Manufacturer Item #:

Unit Price: \$ 96.49

Line 10

Item ID: 1000177408

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

Unit of Measure: NS

Vendor Item/Part #: CAR-10

Manufacturer Item #:

Unit Price: \$ 97.34

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 upon all further approvals. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

Cargill Incorporated:



Digitally signed by Deborah D Williams
Date: 2019.07.30 13:16:09 -04'00'

July 30, 2019

SIGNATURE

DATE

Deborah D Williams Customer Care Representative

PRINTED NAME AND TITLE OF SIGNATORY (above)

CENTRAL PROCUREMENT OFFICE

STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES:

Michael F. Perry-JB Digitally signed by Michael F. Perry-
JB
Date: 2019.07.30 16:46:36 -05'00'

MICHAEL F. PERRY, CHIEF PROCUREMENT OFFICER

DATE



Morristown City Council Agenda Item Summary

Date: December 17, 2019

Agenda Item:

Prepared by: Larry Clark

Subject: AT&T easement for fiber box.

Background / History:

Findings / Current Activity: AT&T, is currently installing new fiber infrastructure for delivery of their service. One of the junction boxes is proposed on the corner of West 2nd and Henry Street to provide service for that area. Attorney has reviewed the document and has no issues with it.

Financial Impact:

Action options / Recommendations: Approval of Lease Agreement

Attachments: Lease agreement and survey

STATE OF TENNESSEE
COUNTY OF Hamblen

8416-C-TN
(06-2019)

Preparer's name and address:

Dickie Dailey
RTS Associates, LLC
7048 Howard School Rd.
Maryville, Tn. 37801

Grantee's Address:

BellSouth Telecommunications, LLC, d/b/a AT&T Tennessee

9733 Parkside Dr.
Knoxville, Tn. 37922

EASEMENT

For and in consideration of ten dollars (\$ 10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, (hereinafter referred to as "Grantor"), do(es) hereby grant to **BellSouth Telecommunications, LLC, a Georgia limited liability company, d/b/a AT&T Tennessee**, and its parent and its and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns (hereinafter referred to as "Grantee"), an easement to construct, operate, maintain, add, and/or remove such systems of communications (including broadcast), facilities, standby generators and associated fuel supply systems as a means of providing uninterrupted service during commercial power outages, and related items as the Grantee may from time to time deem necessary in the conduct of its business upon, over, and under a portion of the lands described in Deed Book 272, page 285, Hamblen County, Tennessee Records, and, to the fullest extent the Grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Hamblen County, State of Tennessee, consisting of a (☐ strip) (☒ parcel) of land lying off of N. Henry St. as shown in Attachment "A" which is incorporated herein.

The following rights are also granted: the right consistent with law to allow any other person, firm, or corporation to attach wires, antennas, or communications equipment or lay cable or conduit or other appurtenances upon, over, and under said easement for communications or electric power transmission or distribution; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements, the right to test and maintain generators and associated equipment; and the right to allow any other person, firm, or corporation to provide for fuel/energy distribution to equipment placed on the site.

To have and to hold the above granted easement unto BellSouth Telecommunications, LLC, d/b/a AT&T Tennessee, and its parent and its and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns forever and in perpetuity.

Grantor warrants that Grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing easement:

In witness whereof, the undersigned has/have caused this instrument to be executed on the _____ day of _____, **2019**

Signed, sealed and delivered in the presence of:

Witness (Print Name) _____

(Address) **CITY OF MORRISTOWN**
Name of Company/Corporation
P.O. Box 1499
Morristown, Tn. 37816

Witness (Print Name) _____

By: _____
Title: **Mayor**

Attest: _____

State of Tennessee, County of **Hamblen**

Before me, Notary Public of the State and County mentioned, personally appeared **Gary Chesney**
with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath
acknowledged himself to be **Mayor** of the
City of Morristown, the within named bargainer,
a company/corporation, and that he/she as such **officer**
executed the foregoing instrument for the purpose therein contained, by signing the name of the company/corporation by
himself as **Mayor**

Witness my hand and seal, this _____ day of _____, **2019**

Notary Public (Print Name) _____ My Commission Expires: _____

TO BE COMPLETED BY GRANTEE

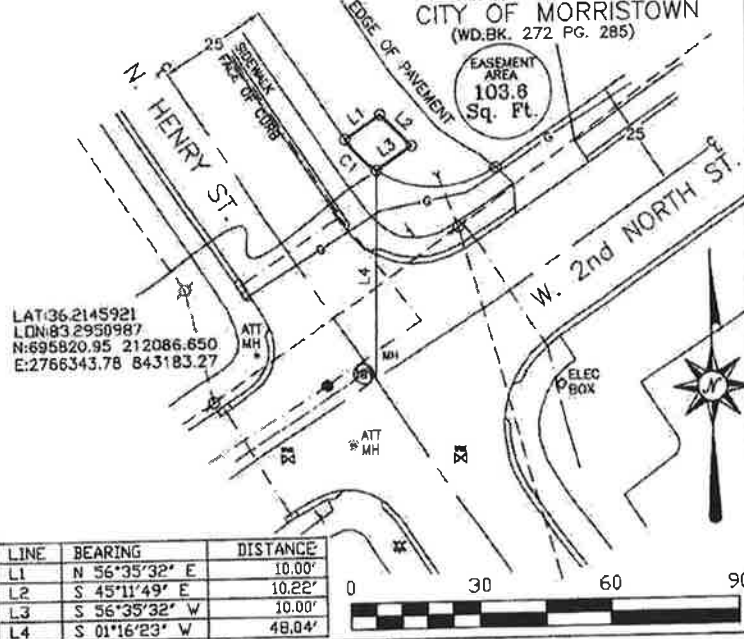
District TKE	FRC 845C	Wire Center/NXX Morristown / 423581	Authority CFAS - A01N422
Drawing	Area Number 81369	Plat Number	RWID TN063E784096
Parcel ID 015.00	Approval	Title OSP Design & Engineering	

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	TANGENT
C1	25.00'	10.29'	10.22'	N 45°11'49" W	5.22'

TAX MAP 33-L "G" 015.00
CITY OF MORRISTOWN
(WD.BK. 272 PG. 285)

LEGEND

- IP(F) - IRON PIN FOUND
- IP(S) - IRON PIN SET
- Fence Post
- Fence
- Power Pole
- Lamp Post
- Guy Wire
- Overhead Utilities
- Sanitary Sewer Line
- Water Line (existing)
- Gas Line (existing)
- Gas Valve (existing)
- Gas Meter (existing)
- Gas Vent
- Telephone Manhole
- Telephone Pedestal
- Water Valve (existing)
- Water Meter (existing)
- Fire Hydrant (existing)
- Water Faucet
- Post Indicator Valve
- UNDERGROUND ELECT.
- Manhole
- Sign
- Gate
- Storm Drain Line
- CATCH BASIN
- C.O. - CLEAN OUT



LINE	BEARING	DISTANCE
L1	N 56°35'32" E	10.00'
L2	S 45°11'49" E	10.22'
L3	S 56°35'32" W	10.00'
L4	S 01°16'23" W	48.04'



SURVEYOR'S DESCRIPTION

Situated in the First (1st) Civil District of Hamblen County, Tennessee and within the City of Morristown and being more particularly described as follows: Beginning on an iron pin set in the eastern right of way of N. Henry Street said pin being located N 01°16'23" E a distance of 48.04' from the centerlines of N. Henry Street and W. 2nd North Street, thence with the eastern right of way of N. Henry Street a curve turning to the right with an arc length of 10.29', with a radius of 25.00', with a chord bearing of N 45°11'49" W, with a chord length of 10.22' to an iron pin set in the line of City of Morristown (wd.bk. 272 pg. 285); thence with a new line three (3) calls as follows: N 56°35'32" E a distance of 10.00' to an iron pin set; thence S 45°11'49" E a distance of 10.22' to an iron pin set; thence S 56°35'32" W a distance of 10.00' to the point of beginning having an area of 103.6 square feet.

NOTES:
PROPERTY IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, R.O.W.'S, ZONING, RECORDED MAPS, DEEDS OF RECORD.
NO TITLE REPORT WAS FURNISHED.
SIGNIFICANT OBSERVABLE EVIDENCE OF UTILITIES IS SHOWN. OTHER UTILITIES MAY EXIST AND MAY NOT BE SHOWN. NO GUARANTEE IS EXPRESSED OR IMPLIED AS TO THE EXACT LOCATION OF ANY UTILITIES SHOWN OR NOT SHOWN. CALL 811 BEFORE YOU DIG.

THIS IS TO CERTIFY THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR THE STATE OF TENNESSEE.
THIS IS TO CERTIFY THAT ON THE DATE SHOWN, I MADE AN ACCURATE SURVEY OF THE PREMISES SHOWN HEREON USING THE LATEST RECORDED DEED AND OTHER INFORMATION FURNISHED TO ME, THAT THERE ARE NO EASEMENTS, ENCROACHMENT OR PROJECTIONS EVIDENT OTHER THAN THOSE SHOWN.
I HEREBY CERTIFY THAT THIS IS A CATEGORY 1 SURVEY AND THAT THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS GREATER THAN 1 IN 10,000 AS SHOWN HEREON.
THIS IS TO CERTIFY THAT I HAVE EXAMINED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD MAP AND FOUND THE DESCRIBED IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.



10-31-19

PROJECT INFORMATION

CFAS - A01N422
RWID - TN063E784096
WIRE CENTER - MORRISTOWN
TENNESSEE

at&t

CITY OF MORRISTOWN

PARCEL: PART OF 15.00 MAP: 033-L "G"

COUNTY: HAMBLEN CITY: MORRISTOWN

DISTRICT: 1st DATE: 10-31-19

DEED/PG: 272/285 REVISION DATE:

SCALE: 1" = 30' DWG. NO. 19-094

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 14th day of November, 2019, by and between Kawasaki Tennessee, Inc. hereinafter called the "Landowner", and
(Insert Full Name of Owner)
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as _____

Map 062, parcel 041.01 as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book 1 Page 49, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as Kawasaki Tennessee
(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:

Kawasaki Tennessee, Inc.

Company/Corporation/Partnership Name

(Seal)

By:

Shigenori Yaginuma

Shigenori Yaginuma
(Type Name)

President
(Type Title)

State of Tennessee

County of Knox

The foregoing Agreement was acknowledged before me this 14th day of November, 2019.

by Shigenori Yaginuma

Jennifer H. Testerman
Notary Public

My Commission Expires 6/29/2022

Approved as to form:

Approved by the City:

City Attorney

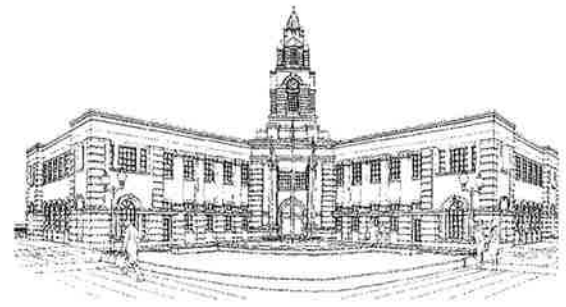
Date

Mayor

Date

Morristown Police Department

ROGER OVERHOLT
Chief of Police



Gary Chesney, Mayor
City of Morristown

December 10, 2019

Mayor Chesney,

I have completed a background check on Scott Kanipe DOB 08/16/1966, Patrick McGuffin DOB 02/10/1967, and John F. McGuffin DOB 06/05/1964, for the purpose of signing a Certificate of Compliance for the retail package store that is currently doing business as Chuck's Package Store located at 3401 West Andrew Johnson Highway.

Based on my investigation, it is my belief that none of these gentlemen have been convicted of a felony in the *last 10 years*. And appear to be eligible for the Certificate of Compliance. If you have any further questions, please feel free to contact me at 423 318 1552.

Respectfully,

Lt. Billy J. Gulley,
Support Service Supervisor
Morristown Police Department

cc: Roger D. Overholt, Chief of Police
Chris Wisecarver, Deputy Chief of Operations
file