

**BUDGET WORKSHOP
FEBRUARY 19, 2019
3:45 p.m.**

1. **Community Development Block Grant (façade)**

**WORK SESSION
FEBRUARY 19, 2019
4:00 p.m.**

1. **Agenda Review**

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
FEBRUARY 19, 2019
5:00 P.M.**

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Dr. Chris Dotson, Chaplain, Morristown Police Department

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

1. February 5, 2019

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. 3625
An Ordinance of the City Council of Morristown, Tennessee, Amending Both the Text and Boundary of Title 14 (Zoning and Land Use Control), Chapter 35 (Regional Gateway Commercial District) of the Morristown Municipal Code.
2. Ordinance No. 3626
An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14 (Zoning and Land Use Control), Chapter 16 (Tourist Accommodation District) of the Morristown Municipal Code.
3. Ordinance No. 3627
An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14 (Zoning and Land Use Control), Chapter 29 (Sign Regulations) of the Morristown Municipal Code.

9. **NEW BUSINESS**

9-a. **Resolutions**

1. Resolution No. _____
A Resolution of the City of Morristown, Tennessee, Application of TVA InvestPrep Grant Funds.

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), Chapter 2, Chapter 3 (R-1 Single Family Residential District), Chapter 4a (Rd-1 Moderate Density Single Family Residential District) and Chapter 6 (R-2 Medium Density Residential District) of the Morristown Municipal Code.
{Public Hearing Date March 5, 2019}
2. Ordinance No. _____
An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of certain properties located along Progress Parkway and South Davy Crockett Highway/25E from Heavy Industrial (HI) to Tourist Accommodation (TA)}
{Public Hearing Date March 5, 2019}

3. Ordinance No. _____
An Ordinance to Amend the Municipal Code of the City of Morristown,
Tennessee, Appendix B. {Rezoning of West Park Commons, Lot 7R located
along Old Highway 11 E}
{Public Hearing Date March 5, 2019}

9-c. Awarding of Bids/Contracts

1. Approval of Recommendation from Design Innovation Architects Inc. (DIA) to accept the best and lowest bid to Merit Construction in the amount of \$2,764,000 for the Morristown City Center Plaza Bid.
2. Approval of Task Order with Design Innovation Architects Inc. (DIA) for Tennis Courts in the amount of \$8,650.
3. Approval of purchase of real estate located at 402 Rosedale Avenue, purchase price of \$65,000.
4. Approval to accept the best and lowest bid to BK Graphics for uniforms for the Public Works Department and the best and lowest bid from BSN Sports for uniforms for the Parks and Recreation department.
5. Approval of Request for Proposal for Food and Beverage Concessions for the Parks and Recreation Department provided to Population Health and Sports Technology Centers, Inc. (PHAST Centers) and to allow City Administrator to enter into contract negotiations.
6. Approval of Sale of Property in East Tennessee Progress Center to Project White Bear at \$12,000 per acre with acreage to be determined after survey.
7. Acceptance of Site Development Grant in the amount \$1,000,000 for improvements in East Tennessee Progress Center.
8. Approval of Police Surplus Property.
9. Approval of Inspection and Maintenance Agreement (I&M) between the City of Morristown and Petoskey Plastics, Inc.

9-d. Board/Commission Appointments

1. City Council appointment to the Industrial Development Board of the City of Morristown for a term to expire June 30, 2020; fill unexpired term of Tim Cooley.
2. Mayor appointment or re-appointment to the Morristown Regional Planning Commission for a term to expire March 1, 2023; term expiring Frank McGuffin.
3. Mayor appointment or re-appointment to the Morristown Regional Planning Commission for a term to expire March 1, 2023; term expiring Ventrus Norfolk.

9-e. New Issues

10. EXECUTIVE SESSION

11. CITY ADMINISTRATOR'S REPORT

12. COMMUNICATIONS/PETITIONS

This is the portion of the meeting where members of the audience may speak subject to the guidelines provided.

13. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

14. ADJOURN

City Council Meeting/Holiday Schedule:

Mar. 5, 2019	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Mar. 5, 2019	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Mar. 19, 2019	(Tues) 3:45 p.m.	Finance Committee Meeting
Mar. 19, 2019	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
Mar. 19, 2019	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Apr. 2, 2019	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Apr. 2, 2019	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Apr 16, 2019	(Tues) 3:45 p.m.	Budget Workshop
Apr. 16, 2019	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
Apr. 16, 2019	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Apr. 19, 2019	Friday	City Employee's Holiday Good Friday
May 7, 2019	(Tues) 4:00 p.m.	Work Session – Council Agenda Review
May 7, 2019	Tuesday	City Election Day
May 7, 2019	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
May 13, 2019	(Mon) 5:00 p.m.	"Sine Die" – Swear in of Councilmembers & Mayors
May 21, 2019	(Tues) 3:45 p.m.	Finance Committee Meeting
May 21, 2019	(Tues) 4:15 p.m.	Work Session – Council Agenda Review
May 21, 2019	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session

WORK SESSION AGENDA
FEBRUARY 19, 2019

1. Tennessee College of Applied Technology (TCAT) Update
2. Update on Economic Development Activity

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
FEBRUARY 5, 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, February 5, 2019, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Kay Senter, Dennis Alvis, Ken Smith, and Tommy Pedigo.

Mark Campbell, Chaplain, Morristown Police Department led in the invocation and Councilmember Dennis Alvis led the "Pledge of Allegiance".

Councilmember Senter made a motion to approve the January 16, 2019, minutes as circulated. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve Ordinance No. 3611.03 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3611.03

An Ordinance to Amend Ordinance Number 3611, the City of Morristown, Tennessee Annual Budget for the Fiscal Year 2018-2019 and to re-allocate funds totaling \$80,000 necessary to cover the costs of purchasing a New Holland Tractor for the Public Works Department

Councilmember Alvis made a motion to approve Resolution No. 01-19. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

RESOLUTION NO. 01-19

**A RESOLUTION OF THE CITY OF MORRISTOWN, DIRECTING
PAYMENT OF ELECTRIC TAX EQUIVALENT.**

WHEREAS, Chapter 84, Public Acts of 1987, Tennessee Code Annotated, empowers the City Council to be paid revenues lieu of taxes by the Morristown Utility Commission;

WHEREAS, these bodies will consult regarding the amount of tax equivalents to be paid to taxing jurisdictions in the service areas of the electric system; and

WHEREAS, necessary data have been supplied by The Morristown Utility Commission and calculations of tax equivalents payable have been made in accordance with the provisions of Chapter 84, Public Acts of 1987, the TVA Power Contract with the City of Morristown and other relevant contracts between the taxing jurisdictions;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Morristown, Tennessee that the Morristown utility Commission is hereby directed to pay the following amount of tax equivalents to the respective taxing jurisdictions for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Jurisdiction	Amount
City of Morristown	\$1,291,721.93 (77.5%)
Hamblen County	\$ 375,016.05 (22.5%)
Total In-Lieu Tax Payable	\$1,666,737.98

Adopted this the 5th day of February 2019.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Councilmember Senter made a motion to approve Resolution No. 02-19.
Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

**RESOLUTION NO. 02-19
A RESOLUTION OF THE CITY OF MORRISTOWN, DIRECTING
PAYMENT OF WASTEWATER TAX EQUIVALENT.**

BE IT RESOLVED by the Morristown Utility Commission that the Morristown Utility Commission hereby agrees to pay the following amount of wastewater tax equivalents to the City of Morristown for the fiscal year beginning July 1, 2018 and ending June 30, 2019:

Total In-Lieu Tax Payable \$679,457

Adopted this the 5th day of February 2019.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Councilmember Pedigo made a motion to approve Ordinance No. 3625 on first reading and schedule a public hearing relative to final passage of said ordinance for February 19, 2019; Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3625

An Ordinance of the City Council of Morristown, Tennessee, Amending Both the Text and Boundary of Title 14 (Zoning and Land Use Control), Chapter 35 (Regional Gateway Commercial District) of the Morristown Municipal Code.

Councilmember Smith made a motion to approve Ordinance No. 3626 on first reading and schedule a public hearing relative to final passage of said ordinance for February 19, 2019; Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3626

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14 (Zoning and Land Use Control), Chapter 16 (Tourist Accommodation District) of the Morristown Municipal Code.

Councilmember Alvis made a motion to approve Ordinance No. 3627 on first reading and schedule a public hearing relative to final passage of said ordinance for February 19, 2019; Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3627

An Ordinance of the City Council of Morristown, Tennessee, Amending Title 14 (Zoning and Land Use Control), Chapter 29 (Sign Regulations) of the Morristown Municipal Code.

Councilmember Alvis made a motion to approve the Three (3) Year Audit Contract with BrownEdwards for fiscal years ending June 30, 2019, 2020, and 2021. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve recommendation from Lose Design to reject all bids related to the Local Park Recreation Fund Grant. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the recommendation from Lose Design to return grant funds awarded to the City of Morristown from the Local Park Recreation Fund Grant back to the Tennessee Department of Environment & Conservation and to redesign park improvements with the \$800,000 previously appropriated for the LPRF project. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the Request for Qualifications (RFQ) for Engineering Services for Central Church Road and allow the City Administrator to negotiate a contract with Michael Baker International based on the terms presented in the RFQ. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve to increase Purchase Order #19000439-01 with LD&A by an additional \$20,000 for services related to storm water consulting. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve Amendment No. 3 of Contract with Design Innovation Architects, Inc. (DIA) for: Bidding Services related to the Morristown City Center Plaza in the amount of \$9,975.00; Amendment No. 2 of Professional Services Agreement to decrease Schematic Design from \$10,000 to \$817.50 and increase approval to \$21,182.50 for Re-roof of Station #5 and #6. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve the Alternate Bid, as recommended from the Morristown Airport Commission and Michael Baker International from Stansell Electric Company in the amount of \$26,500.00 for the replacement of the Runway End Identification Lights (REILS). Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the Request for Proposals (RFP) – Tree Grant Related to Heritage Park to East Tennessee Turf & Landscape and for the City Administrator to negotiate a contract on the terms presented in the RFP. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve Change Order No. 3 with Summers-Taylor, Inc. to extend the number days by 60 days related to the Freddie Kyle Greenway project. This change order does not change costs of the project. Councilmember Smith 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 Michael John Raedeke (Texas Roadhouse). Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Mayor Chesney reappointed Jerry Isaacs to the Morristown-Hamblen Housing Authority for a five-year term ending February 15, 2024.

Mayor Chesney adjourned the February 5, 2019 City Council meeting at 5:30 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. 3625

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING BOTH THE TEXT AND BOUNDARY OF TITLE 14 (ZONING AND LAND USE CONTROL), CHAPTER 35 (REGIONAL GATEWAY COMMERCIAL DISTRICT) OF THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the property as described below and as shown on the attachment will serve as the boundary limits for the overlay district described in Title 14, Chapter 35 of the Morristown Municipal Code;

Starting at the point of intersection of the north right-of-way line of Interstate 81 with the western right-of-way line of Old White Pine Road, follow the western right-of-way line of Old White Pine Road north to its intersection with the centerline of Old Witt Road; thence following the centerline of Old Witt Road approximately 1840 feet to its intersection with Witt Road, follow the southwest right of way of Witt Road approximately 985 feet to its intersection with the Norfolk-Southern Railway rights-of-way; thence following the Norfolk -Southern eastern right of way line 2868 feet to its intersection with Progress Parkway,thence travelling south 102 feet across Progress Parkway to re-connect to the eastern right-of-way of the Norfolk-Southern Railway, following this right-of-way south for approximately 1921 feet to its intersection with the rights-of-way of Interstate 81; thence following the north right of way of Interstate 81 approximatley 840 feet to its intersection with the rights-of-way of South Davy Crockett Highway, thence travelling northeast across South Davy Crockett highway approximately 416 feet to re-connect to the north Interstate 81 rights-of-way line traveling east approximately 2175 feet to the point of beginning

AND BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14 (Zoning and Land Use Control), Chapter 35 (RGC) Regional Gateway Commercial District be approved as follows:

Chapter 35
Gateway Overlay District
(3450-09/04/2012)

14-3501. PURPOSE

Design elements along Davy Crockett Highway should promote a positive experience for those entering the City from Interstate 81/Exit 8 by elevating standards for development while providing some flexibility for developers along this scenic byway. Properties within this overlay are required to meet all underlying zoning standards in addition to those applicable under this chapter. All new construction must receive approval from the Morristown Regional Planning Commission prior to construction. A site plan and elevation plan of the development are to be submitted to City Staff a minimum of 20 days prior to the scheduled Planning Commission meeting in order to be placed on the agenda. The Planning Commission will decide if the development is compatible with the overall district and if it meets the intent of the overlay district when giving their approval.

14-3502. PERMITTED USES

Permitted uses are limited to those in the underlying zoning districts.

The following uses shall be prohibited within the Regional Gateway District:

1. Adult Entertainment
2. Automobile Salvage Yards
3. Incinerators
4. Junkyards
5. Methadone Treatment Facilities
6. Pain Clinics
7. Recycling Facilities
8. Sanitary Landfills
9. Automobile Repair and Sales

14-3503. SITE AND BUILDING REQUIREMENTS

A. Buildings & Similar Structures: The exterior solid wall of all buildings and similar structures constructed, placed or erected on the land shall be composed of face brick, stone, masonry material or stucco to finish grade, vinyl, wood or fabricated wood. A building elevation plan shall be submitted as part of the site plan approval process. All HVAC or other equipment located on the roof of any building, or other equipment affixed to, or located on the ground, shall be landscaped or screened from public view. Designers are encouraged to vary materials from building to building while limiting the number of different materials to three (3) on any individual structure. In general, neutral or muted tones should be used. All development designs are to be consistent or compatible within a development in terms of architectural design, exterior building materials, colors and/or arrangement of buildings.

B. Signage: In addition to those underlying provisions as provided for by Chapter 29, Sign Regulations, free-standing signs within this overlay district shall be permitted to increase the overall height (from finished grade) to thirty-five (35) feet and not more than two-hundred (200) square feet in sign face size. Those properties located on the south side of Progress Parkway and Thoroughbred Run Road and/or east of Twin Spires Lane within this overlay district shall be permitted to increase the overall height of their free-standing sign to eighty-five (85) feet (from finished grade) and the sign face shall not exceed four hundred (400) square feet in size.

C. Landscaping and Buffer yards: Plantings used to fulfill the requirements of the City guidelines shall be grouped for visual impact from the gateways, located to accentuate the building and maximize environmental benefits. Each lot shall contain a minimum of two (2) trees for each forty feet (40 ft.) of frontage. Each tree shall be at least three inches (3") in caliper when planted. All landscaping required on any lot shall be completed within sixty days of substantial completion of construction, or within schedules set forth in the approved plans.

D. Storage and Display shall not be stored in the open or exposed to public view or view from the Adjacent Land or any improvements. Any storage shall be fenced with a screening fence of permanent construction designed of materials used in the principal structure. No screening or fencing shall be less than eight feet (8 ft.) in height. All storage shall be limited to the rear of any building improvements and in no event shall any materials or equipment be stored closer than ten feet (10 ft.) to any side or rear property line. Dumpster's must be screened on all sides with one of the following: Brick, stone or masonry walls, picket fence style gate or solid metal gate, or evergreen trees.

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 ____ day of _____ 2019.

Mayor

ATTEST:

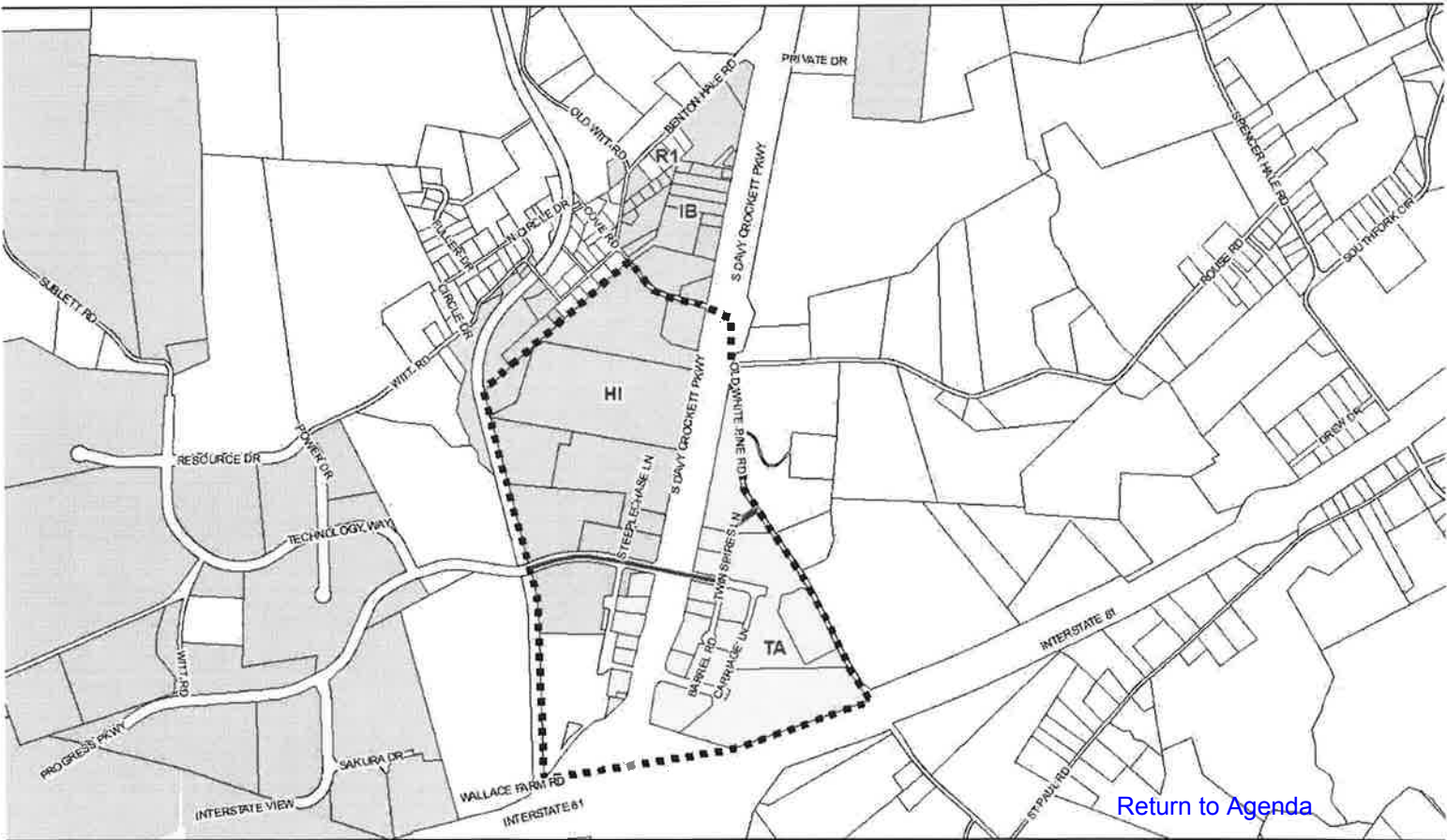
City Administrator

Passed on second and final reading this the ____ day of _____ 2019.

Mayor

ATTEST:

City Administrator



ORDINANCE NO. 3626

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING TITLE 14 (ZONING AND LAND USE CONTROL), CHAPTER 16 (TOURIST ACCOMMODATION 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 16 be approved as follows:

14-1601. TA TOURIST ACCOMMODATION DISTRICT

This district provides the traveling public with convenient services, but only adjacent to major highway interchanges.

14-1602. USES PERMITTED (3591-11/07/2017)

1. Business, Professional or Governmental Offices
2. Church, school, college or trade school.
3. Convenient store.
4. Governmental uses.
5. Hotel or Motel.
6. Limited Service Restaurant. (3591-11/07/2017).
7. Microbrewerie. (3591-11/07/2017).
8. Residential. (Single Family, two family and multi-family)
9. Retail Establishments.
10. Restaurants.
11. Utilities to service development.

14-1603. USES PERMITTED ON REVIEW (3451-09/04/2012)

1. Non-Owner Occupied Short-Term Rental Units (3613- 07/17/2018)
 - a. Meet all conditions under 14-228.4

14-1604. DEPTH OF FRONT YARD

Any principal building shall be located no nearer than thirty-five (35) feet to the front lot line.

14-1605. DEPTH OF REAR YARD

Any principal building shall be located no nearer than thirty (30) feet to the rear lot line.

14-1606. DEPTH OF SIDE YARDS

Any principal building shall on any lot shall be located no nearer than twenty (20) feet to any side lot line.

14-1607. BUILDING AREA

The principal building and all accessory buildings shall cover no more than thirty-five (35) percent of the total lot area.

14-1608. BUILDING HEIGHT

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

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 ____ day of _____ 2019.

Mayor

ATTEST:

City Administrator

Passed on second and final reading this the ____ day of _____ 2019.

Mayor

ATTEST:

City Administrator

ORDINANCE NO. 3627

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING TITLE 14 (ZONING AND LAND USE CONTROL), CHAPTER 29 (SIGN REGULATIONS) 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 29 be approved as follows:

14-2903 DEFINITIONS

- e. **Signs allowed in Intermediate Business District (IBD), Planned Commercial District (PCD), Light Industrial (LI), Airport Light Industrial (ALI), and Heavy Industrial Districts (HID), and Tourist Accommodation (TA) for land uses permitted in those particular zoning districts:** It is the intent of this Section to permit businesses on parcels having more than one (1) public street frontage in these commercial zoning districts to place monument signs as *secondary access signs* in addition to the one freestanding sign that is permitted in these zoning districts. A Secondary Access Sign must be situated within twenty-five (25) feet of the secondary street driveway access and at least fifty (50) feet from the nearest street or highway intersection.

1. Signs listed in Section 14-2906(a) herein.
2. Signs listed in Section 14-2906(b)(2), (3), (4), (5), (6), (7), (8), and (9).
3. Signs listed in Section 14-2906(c)(4), (7), and (8).
4. In addition to those listed above, the following freestanding signs are allowed in these zoning districts:
 - a. One (1) freestanding Development Complex Sign at each primary entrance to a Development Complex (maximum of (3) entrances), and shall be located upon private property or within the common open space. Each sign face shall not exceed forty (40) square feet, with a maximum of two sign faces. The maximum height for the freestanding sign is six (6) feet. The sign shall be maintained by a private owner or entity. A Development Complex Sign shall be situated within twenty-five (25) feet of the driveway access and at least fifty (50) feet from the nearest street or highway intersection.

No permanent freestanding development complex sign is allowed if a "shopping center sign" as provided below exists and is approved by the Building Inspections Department.
 - b. Professional Offices, Medical, Commercial (other than shopping centers) and Industrial Uses are allowed:
 1. one freestanding pole sign
Specifications: The sign face is not to exceed one (1) square foot per linear street frontage for the first 100 linear feet of street frontage, plus one (1) square foot of sign area for each 10 linear feet over 100 feet of frontage, not to exceed 200 square feet in area per sign face, with a maximum of two sign faces, back to back. Maximum height of the freestanding sign shall be no greater than twenty-five (25) feet.

OR

2. one monument ground sign
Specifications: The maximum height of the monument sign shall not exceed six (6) feet high. The maximum sign area per sign face shall not exceed forty-eight (48) square feet. An Electronic Message Center (EMC), as defined in this article, may be used on the face of a monument sign, but it must be included in the 48 square foot total maximum area of the sign face and the EMC portion of the total sign area shall not exceed twenty-four (24) square feet.
- c. Shopping Centers as defined herein are allowed to erect one of the following freestanding permanent sign arrangements (provided that no development complex sign exists or is approved by the Building Inspections Department):
 - 1.a. One freestanding sign may be located within the development. The sign shall be located on private property or within the common open space as approved by the Planning Commission. The size of the shopping center sign per sign face shall not exceed one (1) square foot of area per linear street frontage; and no such sign shall exceed 300 square feet per sign face. The maximum height of the sign, above grade, shall not exceed 25 feet.; and
 - b. Each parcel shall be allowed one monument sign on such parcel. The maximum height of the monument sign shall not exceed six (6) feet high. The maximum sign area per sign face shall not exceed forty-eight (48) square feet. An Electronic Message Center (EMC), as defined in this article, may be used on the face of a monument sign, but it must be included in the 48 square foot total maximum area of the sign face and the EMC portion of the total sign area shall not exceed twenty-four (24) square feet.

OR

- 2.a. A monument sign located within twenty-five (25) feet of each driveway access and at least fifty (50) feet from the nearest street intersection. The total sign area per sign face for each monument sign at each main entrance shall not exceed forty-eight (48) square feet. The maximum height for any monument sign is six (6) feet; and
 - b. Each parcel shall be allowed one monument sign. The maximum height of the monument sign shall not exceed six (6) feet high. The maximum sign area per sign face shall not exceed forty-eight (48) square feet. Such monument sign shall be located within twenty-five (25) feet of the driveway access and at least fifty (50) feet from the nearest street intersection. An Electronic Message Center (EMC), as defined in this article, may be used on the face of a monument sign, but it must be included in the 48 square foot total maximum area of the sign face and the EMC portion of the total sign area shall not exceed twenty-four (24) square feet.
5. An Electronic Message Center must meet the following requirements for display in these zoning districts:
 - a. They shall be permissible only in monument or ground signs as allowed in this ordinance. Existing freestanding pole or pylon signs that are remodeled or modified to accommodate an Electronic Message Center must be reduced in height and size to meet the standards included herein (i.e. reformed to monument-type ground signs not exceeding six (6) feet in height. The maximum sign area per sign face shall not exceed forty-eight (48) square feet. An Electronic Message Center (EMC), as defined in this article, may be used on the face of a monument sign, but it must be included in the 48 square foot total maximum area

of the sign face and the EMC portion of the total sign area shall not exceed twenty-four (24) square feet.

- b. The electronically activated message section (Electronic Message Center) of the sign shall not exceed twenty-four (24) square feet in area.
- c. Each intermittently lit display of text, numbers, characters or other graphic means of advertising shall constitute one (1) message. Each electronically activated message:
 - 1. Shall not change more frequently than once every eight (8) seconds with a maximum change time of two (2) seconds;
 - 2. Video, continuous scrolling messages and animation are prohibited; in correlation and pursuant to Tennessee Code Annotated 54-21-122 as it may hereafter be amended.
- d. The area surrounding the sign base shall be landscaped with appropriate planting materials.
- e. Electronic Message Center Luminance Levels shall not exceed the following standards:
 - 1. For daylight hours, the maximum luminance level for digital signage should be similar to what the luminance of an identical sign would be if it was printed out and installed on a static advertising structure. In other words, the digital sign would appear no brighter, no more intense, than the printed sign next to it, or the landscape surrounding it. In practice, setting a limit of 5000 nits (setting the sign's intensity so that an area on it displaying full-brightness white has no higher luminance than that figure) ends up delivering a surface brightness similar to landscape illuminated by sunlight during daytime hours and 0.3 foot-candles limit of light trespass from the property line for dusk, dawn and nighttime light trespass onto adjoining property similarly zoned for commercial purposes.
 - 2. All self-luminous outdoor signs shall be subject to surface luminosity limits, both during the daytime and nighttime hours. During the daytime, based on normal daylight illumination, a maximum limit of 5,000 nits will keep luminous signage balanced with the surrounding landscape. During the nighttime hours, a luminosity limit of 150 nits will provide a surface brightness for digital signs which is comparable to the nighttime signage which is widespread across this nation, and is in line with the sign illumination level recommendations of the Illuminating Engineering Society of North America (IESNA).
 - a. If the nighttime luminance setting and limit is based on the sign in question being set to display full white, full brightness field, a limit as high as 200 nits for this method of calibration and testing is suitable.
 - b. Incremental luminance limits between the nighttime limit and the full sunlight limit may also be specified for overcast or foggy days, or for dusk; or
 - c. The Building Official shall require of the sign owner an automatic control of sign luminance based on the ambient lighting condition, to

throttle the sign luminance between the sunny-day and night maximums.

3. Surface luminosity measurements shall be made directly with a calibrated luminosity meter, following the instrument manufacturer's instructions. Readings should be taken from the area (generally of roadway) where the sign in question will be visible from, and which is closest to being directly in front of the sign (where the luminosity output is most focused).

4. Outdoor signage shall obey light trespass regulations.

- a. Into areas zoned for any type of residential occupation (including parks and preserves so zoned), a trespass limit of 0.1 foot-candles shall be enforced at the property line.
- b. Properties zoned for commercial purposes shall utilize a trespass limit of 0.3 footcandles or less at the property line.
- c. The above light trespass limits are based on considerations of "light trespass," as developed in a report (*IESNA TM-11-00 Light Trespass: Research, Results and Recommendations*), wherein a recommended "brightness" limit and measurement technique is presented.
- d. The technique uses an illuminance meter ("footcandle" meter) held at a height of 5 feet above the ground and a distance of between 150 and 350 feet from the sign under consideration, depending on the size of the sign, and aimed at the sign.
- e. The illuminance level with the sign lighting on is compared with a measure made with the sign off: if the value differs by 0.3 foot candles or less is at an acceptable level.
- f. This method effectively limits the luminance of signage to 300-350 nits
- g. Electronic Message Centers shall not be located any closer than 50 feet from any intersecting right-of-ways. All monument sign structures including Electronic Message Centers must be reviewed by the building codes official and the applicant advised of conformance prior to construction.

6. Secondary Access signs. Such signs shall be located:

- a. Within twenty-five (25) feet of the driveway entrance from a public street.
- b. At least fifty (50) feet from the nearest street or highway intersection.
- c. The signs may be located in a joint user access easement or private platted sign easement abutting the nearest public road, if specifically approved by the planning commission prior to construction.

Specifications: Sign area = forty-eight (48) square feet maximum, sign height - six (6) feet maximum.

7. Temporary signs for office, commercial, and industrial use. Temporary freestanding signs shall be limited to five per lot at any given time. Such signs include but are not limited to real estate signs, construction signs, political preference signs, notices such as "now hiring" or "grand opening" and social/special event announcements. One real estate sign may be maintained while the property is available for sale or while ten percent or more of the rentable space is available for lease. One construction sign may be maintained for the duration of the construction project, from the issuance of the building permit to the issuance of a certificate of occupancy. Other temporary freestanding signs shall be limited to a period of not to exceed 60 days in any calendar year. Any signs announcing a social/special event shall be removed within 48 hours after the event.

Specifications: Sign area - 32 square feet sign maximum, which may be divided by a

maximum of two sign faces; sign height - six(6) feet, maximum, **excepting feather flag signs which may be no higher than ten (10) feet maximum (Ordinance 3526-11/03/05)**. When a temporary sign contains two back to back sign faces, the sign area shall be computed using only one of the sign faces.

8. Wall signs. One (1) wall sign per road frontage shall be mounted in a flat fashion, which is limited to ten percent 10% of the measurement of the front wall, from ground to roof, multiplied by length of wall, measured end to end, per road frontage, and which may be illuminated but not be animated or include an Electronic Message Center.

9. Commercial flags/non-governmental flags.

Specifications: Sign area - No flag shall exceed 24 square feet per face; flag pole height - 30 feet, maximum.

10. Directory signs located on private property not exceeding 48 square feet nor six (6) feet in height, providing orientation within a planned residential development, development complex, shopping center, mixed use development, or medical park listing such information as on-site businesses and other tenants and their respective activities.

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 ____ day of _____ 2019.

Mayor

ATTEST:

City Administrator

Passed on second and final reading this the ____ day of _____ 2019.

Mayor

ATTEST: _____

City Administrator

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE, TO AUTHORIZE THE CITY TO MAKE
APPLICATION FOR A TVA INVESTPREP GRANT.

WHEREAS, the Tennessee Valley Authority InvestPrep Grant has been established through the TVA Economic Development department to assist communities within the TVA territory in preparing sites and facilities for investment and job creation by providing funds to better position local industrial product; and

WHEREAS, the City of Morristown has a history of development industrial districts; and

WHEREAS, the City of Morristown does promote Morristown as a prime location for business and industry; and

WHEREAS, the City of Morristown proposes to apply for TVA InvestPrep Grant funds in the amount of \$500,000 for the purpose of further developing the East Tennessee Progress Center; and

WHEREAS, the City of Morristown will provide local financial support in conjunction with the TVA InvestPrep Grant funds to complete the above project;

NOW, THEREFORE BE IT RESOLVED that the City of Morristown, Tennessee will be responsible for the local cash/match, not to exceed \$500,000, should the grant be awarded and funded to further develop of the East Tennessee Progress Center.

This Resolution shall be effective from and after its adoption.

Passed on this the 19th day of February 2019.

MAYOR

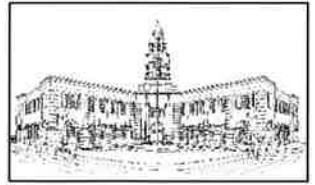
ATTEST:

CITY ADMINISTRATOR

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: February 19th, 2019
SUBJECT: Text Amendment – R-1, R-2, and RD-1 Residential Districts

BACKGROUND:

Last fall, City Council adopted the recommended R-3 and RP-1 residential text amendments. Thus, as part of our ongoing effort to update our zoning ordinance, staff has decided to continue looking into our residential districts and bring forth text amendments to the R-1 (Single Family Residential District), R-2 (Medium Density Residential District), and RD-1 (Moderate Density Single Family Residential District) chapters this month.

Looking at the proposed changes in the R-1 (Single Family Residential District), crop and tree farming and group homes are added to uses permitted as state law mandates that local governments allow crop farming and group homes. Additionally, utilities is added to a use permitted because of the potential necessity of such to serve residential developments. Parish houses and parsonages are removed because these are already permitted as they are considered either single-family dwellings and/or accessory use to a church. In the uses permitted on review, the following conditions are added to the uses:

Cemeteries

- a. The Cemetery must be an accessory use to a church.

Churches, Synagogues, Temples, and other places of worship

- a. The property shall have access from a collector or arterial street.
- b. Minimum 30' greenspace setback on perimeter of lot

Public buildings, Parks, other Public/Governmental Uses, Schools (Public or Private)

- a. The property shall have access from a collector or arterial street.
- b. Minimum 30' greenspace setback on perimeter of lot

Country Clubs and Golf Courses (public or private)

- a. The golf course consists of a minimum of eight (8) acres open space;
- b. The clubhouse, parking, and any accessory buildings are no closer than fifty (50) feet to any property line; and
- c. One sign shall be permitted and shall be oriented to the street giving access to the property
- d. The size, setbacks, and any lighting shall be the same as for other nonresidential uses permitted within the applicable zone; and
- e. Noise and glare are to be minimized as follows: loud speakers, just boxes, public address systems, electric amplifiers, and similar electronic devices shall not be permitted.

Other changes to this district include clarifying that the front yard setback applies to all public right-of-ways and having a 15' side yard setback instead of one that varies based on building story/height.

In the R-2 (Moderate Density Residential District), the only new use being proposed is “Community Theatre” as a use permitted on review. This use is defined as “a theatre where performances are given by or for people who live in that area” and staff is proposing that the use must have access from a collector or arterial street and meet the minimum off-street parking requirements. Among the other uses permitted on review, the same set of conditions noted above for those in the R-1 also apply in the R-2. The two uses permitted on review in the R-2 that are not permitted in the R-1 (“Kindergartens and Child Nurseries with more than six (6) pupils” and “Plant and Flower Nurseries”) have the condition that it must have access from a collector or arterial street attached to them. The convalescent and nursing homes use is removed because staff did not believe that it met the intent and character of this district.

Other changes include clarifying that the front yard setback applies to all public right-of-ways and changing the side yard setback to 10’ for single-family/duplex and 20’ multifamily instead of one that varies based on building story/height.

A proposed change to the RD-1 (Moderate Density Single Family Residential District) is to revamp this chapter and dedicate it to being a “Small Lot Single Family District.” A new description is as follows:

The purpose of the small lot single-family residential district is to allow for increased flexibility in the design of new residential development in a manner that increases housing choices for residents, utilizes land resources efficiently, and ensures a high quality neighborhood.

The small lot single family district mirrors R-1 in the uses permitted outright and on-review; however, a couple of key differences include minimum lot area of 5,500 square feet in the RD-1 compared to 15,000 square feet in the R-1, side yard setback at 8’ in the RD-1 compared to the above proposed 15’ in the R-1, and 50’ lot width at building line in the RD-1 compared to 90’ lot width at building line in the R-1.

Zoning District	Lot Size (sq ft)	Lot Width (ft)	Front Yard Setback (ft)	Side Yard Setback (ft)	Rear Yard Setback (ft)	Height (story/ft)
<i>RD1 Proposed</i>	<i>5,500</i>	<i>50</i>	<i>25</i>	<i>8</i>	<i>25</i>	<i>2/25'</i>
RD1 Current	12,000	80	25	10	25	3/35'
R1	15,000	90	25	<i>15 (proposed)</i>	25	3/35'
R2	7,500	65	25	<i>10 Single Family, Duplex/ 20 Multifamily</i>	25	3/35'
R3	5,500	50	25	Other than zero-lot line development, 10'	20	45'

As can be seen below, a survey of similar jurisdictions in the region determined that many had similar small lot sizes and side yard setback requirements. Additionally, 5,500 square feet is no smaller than what we already allow in the R-3 (High Density Residential District), however, this district will be solely dedicated to single family residential dwellings.

City	Lot Size (sq ft)	Lot Width (ft)	Front Yard Setback (ft)	Side Yard Setback (ft)	Rear Yard Setback (ft)	Height (ft)
Bristol	6,000	50	25	6	30	35
Cookeville	5,000	50	20	7.5	15	35
Greeneville	5,000	50	30	8	25	35
Johnson City	4,000	40	25	7.5	7.5	35
Kingsport	5,000	50	25	8	25	35
Mt. Juliet	5,000	50	20	8	20	35
Oak Ridge	8,000	70	25	8.5	30	40
Sevierville	7,000	40	30	8	25	35

Finally, our zoning ordinance makes reference throughout it to “multifamily residential dwelling” but there is not a definition for such. Thus, staff felt that it is vital to clarify this term with the following definition:

“Multifamily Residential Dwelling: shall mean a structure containing three or more dwelling units.”

RECOMMENDATION:

Staff recommends approval of the proposed R-1, R-2, and RD-1 residential district text amendments and Planning Commission recommended approval by a 9-0 vote at their monthly February meeting.

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING

TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: February 19^h, 2019
SUBJECT: Text Amendment – R-1, R-2, and RD-1 Residential Districts

14-203 DEFINITIONS

69. **COMMUNITY THEATRE:** shall mean a theatre where theatre performances are given by or for people who live in that area.
145. **MULTIFAMILY RESIDENTIAL DWELLING:** shall mean a structure containing three or more dwelling units.

Chapter 3
R-1 SINGLE FAMILY RESIDENTIAL DISTRICT

SECTION

- 14-301. R-1 SINGLE FAMILY RESIDENTIAL DISTRICT.
- 14-302. USES PERMITTED.
- 14-303. USES PERMITTED ON REVIEW.
- 14-304. LOT WIDTH.
- 14-305. DEPTH OF FRONT YARD.
- 14-306. DEPTH OF REAR YARD.
- 14-307. WIDTH OF SIDE YARDS.
- 14-308. BUILDING AREA.
- 14-309. LOT AREA.
- 14-310. BUILDING HEIGHT.

Chapter 3
R-1 SINGLE FAMILY RESIDENTIAL DISTRICT

14-301. SINGLE FAMILY RESIDENTIAL DISTRICT

This is the most restrictive residential district, intended to be used for single-family residential areas with low population densities. Additional permitted uses, by Review of the Board of Zoning Appeals, include related non-commercial recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function necessary to the residential environment.

14-302. USES PERMITTED

1. Accessory buildings.
~~Crop and tree farming.~~
~~Group Homes~~
2. One-family dwellings.
- ~~3. Parish houses.~~
- ~~4. Parsonages.~~
5. The taking of roomers provided that no more than two (2) rooms are used for such purposes.
6. Home Occupation with no additional employees, clients or students. (3584-08/01/2017)
~~Utilities~~

14-303. USES PERMITTED ON REVIEW

- ~~1. Catering Service. (2851-09/17/1996)~~
 - ~~a. Provisions governing a catering service:~~
 - ~~1. Not more than 20% of the floor area of the principal and accessory buildings shall occupy such use.~~
 - ~~2. No external alterations or evidence of such occupations existence shall be visible outside the residence.~~
 - ~~3. No trucks or service vehicles shall have signs or indication of such occupation or be parked outside the residence.~~
 - ~~4. Certification by the Hamblen County Health Department shall be required.~~
 - ~~5. Upon complaint of any neighbor within viewing distance of this residence, a review to show cause shall be conducted by the Board of Zoning Appeals with revocation of the "Use on Review" status being the consideration at hand.~~
2. Cemeteries. (2806-07/18/1995)
 - ~~a. Cemeteries in Residential zones. Posting of Public Notices shall be placed: On public streets on which the proposed property fronts. Sign shall read: "This property is proposed for "Use on Review" as a cemetery by the Morristown Planning Commission on (Month), (Day), (Time) at City Hall Council Chambers". For more information call 581-0100. This sign shall be posted at least ten days prior to the Planning Commission meeting at which "Use on Review" is to be decided, and removed after the meeting.~~
 - a. The Cemetery must be an accessory use to a church.
3. Churches, Synagogues, Temples, and other places of Worship.
 - a. The property shall have access from a collector or arterial street.
 - b. Minimum 30' greenspace setback on perimeter of lot
- ~~4. Crop and tree farming.~~
Country Clubs and Golf Courses (public or private)
 - a. The golf course consists of a minimum of eight (8) acres open space;
 - b. The clubhouse, parking, and any accessory buildings are no closer than fifty (50) feet to any property line; and
 - c. One sign shall be permitted and shall be oriented to the street giving access to the property.
 - d. The size, setbacks, and any lighting shall be the same as for other nonresidential uses permitted within the applicable zone; and

- e. Noise and glare are to be minimized as follows: loud speakers, juke boxes, public address systems, electric amplifiers, and similar electronic devices shall not be permitted.

- 5. Home Occupation involving employees, clients and students. (3584-08/01/2017)
- ~~6. Public and private country clubs and golf courses.~~
- 7. Public buildings, Parks, other Public/Governmental Uses, Schools (Public or Private).
 - a. The property shall have access from a collector or arterial street.
 - b. Minimum of 30' greenspace setback on perimeter of lot.
- ~~8. Public parks and other recreational facilities.~~
- ~~9. Public Schools.~~
- ~~10. Schools operated by religious organizations.~~

14-304. LOT WIDTH

Any lot shall be no less than ninety (90) feet at the building line.

14-305. DEPTH OF FRONT YARD

Any principal building on any lot shall be located no ~~nearer~~ closer than twenty-five (25) feet to the front lot line. (3009-09/07/1999).

Minimum depth of front yard shall apply to all public right-of-ways.

~~Any lot within a newly proposed subdivision which does not have primary access on a road network internal to the newly proposed subdivision but has access on an already existing street network shall be subject to additional front yard requirements as determined by the Morristown Planning Commission for the purpose of safe vehicular ingress and egress. (3009-09/07/1999)~~

14-306. DEPTH OF REAR YARD

Any principal building on any lot shall be located no ~~nearer~~ closer than twenty-five (25) feet to the rear lot line. (3009-09/07/1999)

14-307. WIDTH OF SIDE YARDS

Any principal building on any lot shall be located no ~~nearer~~ closer to each side lot line than ~~fifteen (15) feet. twelve (12) feet for a building of one (1) story in height; fifteen (15) feet for a building of two (2) stories in height; or twenty (20) feet for a building of three (3) stories in height; provided however, that in the case of a lot where a side lot line coincides with a street right-of-way line, any principal building shall be located no nearer than fifteen (15) feet to said lot line.~~

14-308. BUILDING AREA

The principal building and accessory building on any lot shall not cover more than thirty (30) percent of the total area of said lot.

14-309. LOT AREA

Any lot shall be no less than 15,000 square feet in area.

14-310. BUILDING HEIGHT

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

Churches, schools, ~~hospitals, sanatoriums,~~ and other public and semi-public buildings may exceed the height limitations of the district if the minimum depth of the front, side, and rear yards required in the district is increased one (1) foot for each two (2) feet by which the height of such public or semi-public building exceeds the prescribed height limit.

Chapter 3
R-1 SINGLE FAMILY RESIDENTIAL DISTRICT

SECTION

- 14-301. R-1 SINGLE FAMILY RESIDENTIAL DISTRICT.
- 14-302. USES PERMITTED.
- 14-303. USES PERMITTED ON REVIEW.
- 14-304. LOT WIDTH.
- 14-305. DEPTH OF FRONT YARD.
- 14-306. DEPTH OF REAR YARD.
- 14-307. WIDTH OF SIDE YARDS.
- 14-308. BUILDING AREA.
- 14-309. LOT AREA.
- 14-310. BUILDING HEIGHT.

Chapter 3
R-1 SINGLE FAMILY RESIDENTIAL DISTRICT

14-301. SINGLE FAMILY RESIDENTIAL DISTRICT

This is the most restrictive residential district, intended to be used for single-family residential areas with low population densities. Additional permitted uses, by Review of the Board of Zoning Appeals, include related non-commercial recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function necessary to the residential environment.

14-302. USES PERMITTED

1. Accessory buildings.
2. Crop and Tree Farming
3. Group Homes
4. One-family dwellings.
5. The taking of roomers provided that no more than two (2) rooms are used for such purposes
6. Home Occupation with no additional employees, clients or students (3584-08/01/2017)
7. Utilities

14-303. USES PERMITTED ON REVIEW

1. Cemeteries. (2806-07/18/1995)
 - a. The Cemetery must be an accessory use to a church.
2. Churches, Synagogues, Temples, and other places of Worship.
 - a. The property shall have access from a collector or arterial street.
 - b. Minimum 30' greenspace setback on perimeter of lot
3. Country Clubs and Golf Courses (public or private)
 - a. The golf course consists of a minimum of eight (8) acres open space;
 - b. The clubhouse, parking, and any accessory buildings are no closer than fifty (50) feet to any property line; and
 - c. One sign shall be permitted and shall be oriented to the street giving access to the property.
 - d. The size, setbacks, and any lighting shall be the same as for other nonresidential uses permitted within the applicable zone; and
 - e. Noise and glare are to be minimized as follows: loud speakers, just boxes, public address systems, electric amplifiers, and similar electronic devices shall not be permitted.
4. Home Occupation involving employees, clients and students. (3584-08/01/2017)
5. Public buildings, Parks, other Public/Governmental Uses, Schools (Public or Private).
 - a. The property shall have access from a collector or arterial street.
 - b. Minimum of 30' greenspace setback on perimeter of lot.

14-304. LOT WIDTH

Any lot shall be no less than ninety (90) feet at the building line.

14-305. DEPTH OF FRONT YARD

Any principal building on any lot shall be located no closer than twenty-five (25) feet to the front lot line. (3009-09/07/1999).

Minimum depth of front yard shall apply to all public right-of-ways.

14-306. DEPTH OF REAR YARD

Any principal building on any lot shall be located no closer than twenty-five (25) feet to the rear lot line. (3009-09/07/1999)

14-307. WIDTH OF SIDE YARDS

Any principal building on any lot shall be located no closer to each side lot line than fifteen (15) feet.

14-308. BUILDING AREA

The principal building and accessory building on any lot shall not cover more than thirty (30) percent of the total area of said lot.

14-309. LOT AREA

Any lot shall be no less than 15,000 square feet in area.

14-310. BUILDING HEIGHT

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

Churches, schools, and other public and semi-public buildings may exceed the height limitations of the district if the minimum depth of the front, side, and rear yards required in the district is increased one (1) foot for each two (2) feet by which the height of such public or semi-public building exceeds the prescribed height limit.

CHAPTER 4A

~~(RD-1) MODERATE DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT~~ (RD-1) SMALL LOT SINGLE FAMILY RESIDENTIAL DISTRICT

SECTION

- 14-4A01. ~~RD-1 MODERATE DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT.~~
RD-1 SMALL LOT SINGLE FAMILY RESIDENTIAL DISTRICT
- 14-4A02. USES PERMITTED.
- 14-4A03. USES PERMITTED ON REVIEW .
- 14-4A04. LOT WIDTH.
- 14-4A05. DEPTH OF FRONT YARD.
- 14-4A06. DEPTH OF REAR YARD.
- 14-4A07. WIDTH OF SIDE YARDS.
- 14-4A08. BUILDING AREA.
- 14-4A09. LOT AREA.
- 14-4A10. BUILDING HEIGHT.

Chapter 4A

~~RD-1 MODERATE DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT~~

~~(2787-03/21/1995)~~

RD-1 Small Lot Single Family Residential District

14-4A01. ~~RD-1 MODERATE DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT~~ RD-1 SMALL LOT SINGLE FAMILY RESIDENTIAL DISTRICT

~~This is a residential transition district developed to provide Single Family R-1 uses at a higher density.~~

The purpose of the small lot single-family residential district is to allow for increased flexibility in the design of new residential development in a manner that increases housing choices for residents, utilizes land resources efficiently, and ensures a high quality neighborhood.

14-4A02. USES PERMITTED (3584-08/01/2017).

~~Any use permitted and as regulated in the R-1 Single Family Residential District to include Home Occupations not involving employees, clients and students.~~

1. Accessory buildings.
2. Crop and tree farming.
3. Group Homes
4. Home Occupation with no additional employees, clients or students. (3584-08/01/2017)
5. One-family dwellings.
6. The taking of roomers provided that no more than two (2) rooms are used for such purposes.
7. Utilities

14-4A03. USES PERMITTED ON REVIEW

- ~~1. Churches, Synagogues, Temples, and other places of Worship.~~
- ~~2. Crop and tree farming.~~
- ~~3. Public buildings.~~
- ~~4. Public parks and other recreational facilities.~~
- ~~5. Public and private country clubs and golf courses.~~
- ~~6. Public schools.~~
- ~~7. Schools operated by religious organizations.~~

1. Cemeteries. (2806-07/18/1995)
 - a. The Cemetery must be an accessory use to a church.
2. Churches, Synagogues, Temples, and other places of Worship.
 - a. The property shall have access from a collector or arterial street.
 - b. Minimum 30' greenspace setback on perimeter of lot
3. Country Clubs and Golf Courses (public or private)
 - a. The golf course consists of a minimum of eight (8) acres open space;
 - b. The clubhouse, parking, and any accessory buildings are no closer than fifty (50) feet to any property line; and
 - c. One sign shall be permitted and shall be oriented to the street giving access to the property.
 - d. The size, setbacks, and any lighting shall be the same as for other nonresidential uses permitted within the applicable zone; and
 - e. Noise and glare are to be minimized as follows: loud speakers, juke boxes, public address systems, electric amplifiers, and similar electronic devices shall not be permitted.
4. Home Occupation involving employees, clients and students. (3584-08/01/2017)

5. Public buildings, Parks, other Public/Governmental Uses, and Schools (public or private).

- a. The property shall have access from a collector or arterial street.

14-4A04. LOT WIDTH

Any lot shall be no less than ~~eighty (80)~~ fifty (50) feet at the building line.

14-4A05. DEPTH OF FRONT YARD

Any principal building on any lot shall be located no ~~nearer~~ closer than twenty-five (25) feet to the front lot line. (3009-09/07/1999)

Minimum depth of front yard shall apply to all public right-of-ways.

~~Any lot within a newly proposed subdivision which does not have primary access on a road network internal to the newly proposed subdivision but has access on an already existing street network shall be subject to additional front yard requirements as determined by the Morristown Planning Commission for the purpose of safe vehicular ingress and egress. (3009-09/07/1999)~~

14-4A06. DEPTH OF REAR YARD

Any principal building on any lot shall be located no ~~nearer~~ closer than twenty-five (25) feet to the rear lot line. (3009-09/07/1999)

14-4A07. WIDTH OF SIDE YARDS

Any principal building on any lot shall be located no ~~nearer~~ closer to each side lot line than ~~eight (8) feet. ten (10) feet;~~ provided however, that in the case of a lot where a side lot line coincides with a street right-of-way line, any principal building shall be located no nearer than fifteen (15) feet to said lot line.

14-4A08. BUILDING AREA

The principal building and accessory building on any lot shall not cover more than forty (40) percent of the total area of said lot.

14-4A09. LOT AREA

Any lot shall be no less than ~~5,500 12,000~~ square feet in area where one residential unit occupies said lot.

14-4A10. BUILDING HEIGHT

Buildings shall not exceed ~~two (2) three (3)~~ stories or ~~twenty-five (25) thirty-five (35)~~ feet in height.

CHAPTER 4A
(RD-1) SMALL LOT SINGLE FAMILY RESIDENTIAL DISTRICT

SECTION

- 14-4A01. RD-1 SMALL LOT SINGLE FAMILY RESIDENTIAL DISTRICT
- 14-4A02. USES PERMITTED.
- 14-4A03. USES PERMITTED ON REVIEW.
- 14-4A04. LOT WIDTH.
- 14-4A05. DEPTH OF FRONT YARD.
- 14-4A06. DEPTH OF REAR YARD.
- 14-4A07. WIDTH OF SIDE YARDS.
- 14-4A08. BUILDING AREA.
- 14-4A09. LOT AREA.
- 14-4A10. BUILDING HEIGHT.

Chapter 4A
RD-1 SMALL LOT SINGLE FAMILY RESIDENTIAL DISTRICT

14-4A01. RD-1 SMALL LOT SINGLE FAMILY RESIDENTIAL DISTRICT

The purpose of the small lot single-family residential district is to allow for increased flexibility in the design of new residential development in a manner that increases housing choices for residents, utilizes land resources efficiently, and ensures a high quality neighborhood.

14-4A02. USES PERMITTED (3584-08/01/2017).

1. Accessory buildings.
2. Crop and tree farming.
3. Group Homes
4. Home Occupation with no additional employees, clients or students. (3584-08/01/2017)
5. One-family dwellings.
6. The taking of roomers provided that no more than two (2) rooms are used for such purposes.
7. Utilities

14-4A03. USES PERMITTED ON REVIEW

1. Cemeteries. (2806-07/18/1995)
 - a. The Cemetery must be an accessory use to a church.
2. Churches, Synagogues, Temples, and other places of Worship.
 - a. The property shall have access from a collector or arterial street.
 - b. Minimum 30' greenspace setback on perimeter of lot
3. Country Clubs and Golf Courses (public or private)
 - a. The golf course consists of a minimum of eight (8) acres open space;
 - b. The clubhouse, parking, and any accessory buildings are no closer than fifty (50) feet to any property line; and
 - c. One sign shall be permitted and shall be oriented to the street giving access to the property.
 - d. The size, setbacks, and any lighting shall be the same as for other nonresidential uses permitted within the applicable zone; and
 - e. Noise and glare are to be minimized as follows: loud speakers, juke boxes, public address systems, electric amplifiers, and similar electronic devices shall not be permitted.
4. Home Occupation involving employees, clients and students. (3584-08/01/2017)
5. Public buildings, Parks, other Public/Governmental Uses, and Schools (public or private).
 - a. The property shall have access from a collector or arterial street.

14-4A04. LOT WIDTH

Any lot shall be no less than fifty (50) feet at the building line.

14-4A05. DEPTH OF FRONT YARD

Any principal building on any lot shall be located no closer than twenty-five (25) feet to the front lot line. (3009-09/07/1999)

Minimum depth of front yard shall apply to all public right-of-ways.

14-4A06. DEPTH OF REAR YARD

Any principal building on any lot shall be located no closer than twenty-five (25) feet to the rear lot line. (3009-09/07/1999)

14-4A07. WIDTH OF SIDE YARDS

Any principal building on any lot shall be located no closer to each side lot line than eight (8) feet.

14-4A08. BUILDING AREA

The principal building and accessory building on any lot shall not cover more than forty (40) percent of the total area of said lot.

14-4A09. LOT AREA

Any lot shall be no less than 5,500 square feet in area where one residential unit occupies said lot.

14-4A10. BUILDING HEIGHT

Buildings shall not exceed two (2) stories or twenty-five (25) feet in height.

CHAPTER 6
(R-2) MEDIUM DENSITY RESIDENTIAL DISTRICT

SECTION

- 14-601. R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT.
- 14-602. USES PERMITTED.
- 14-603. USES PERMITTED ON REVIEW.
- 14-604. LOT WIDTH.
- 14-605. DEPTH OF FRONT YARD.
- 14-606. DEPTH OF REAR YARD.
- 14-607. WIDTH OF SIDE YARDS.
- 14-608. BUILDING AREA.
- 14-609. LOT AREA.
- 14-610. BUILDING HEIGHT.
- 14-611. PROVISIONS GOVERNING BED AND BREAKFAST OPERATIONS.

Chapter 6
R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT

14-601. R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT

This is a residential district to provide for medium population density. The principal uses of land may range from single-family to medium density multi-family apartment uses. Certain uses which are more compatible functionally with intensive residential uses than with commercial uses are permitted. The recreational, religious, educational facilities, and other related uses in keeping with the residential character of the district may be permitted on Review by the Board of Zoning Appeals.

14-602. USES PERMITTED

- ~~1. Any use permitted and as regulated in the R-1 Single-Family Residential District:~~
 - ~~Accessory Buildings~~
 - ~~Crop and Tree Farming~~
 - ~~Group Homes~~
 - ~~Home Occupations with no additional employees, clients or students.~~
2. Kindergartens and child nurseries, provided that there are not more than six (6) pupils and provided that said activities are conducted as a customary home occupation.
- ~~3. Two-family dwelling.~~
- ~~4. Multiple Family Dwellings~~
 - ~~Residential Dwellings (one-family, two-family, multifamily)~~
5. Rooming or boarding house.
 - ~~Utilities~~

14-603. USES PERMITTED ON REVIEW

- ~~1. Any use permitted on review in R-1.~~
2. Bed and Breakfast Operations.
 - ~~a. Must abide by the provisions governing Bed and Breakfast operations listed in 14-311.~~
 - ~~Cemeteries~~
 - ~~a. The Cemetery must be an accessory use to a church~~
 - ~~Churches, Synagogues, Temples, other places of Worship, and Orphanages~~
 - ~~a. The property shall have access from a collector or arterial street.~~
 - ~~b. Minimum of 30' greenspace setback on perimeter of lot.~~
 - ~~Community Theatre~~
 - ~~a. The property shall have access from a collector or arterial street.~~
 - ~~b. It must meet the minimum off-street parking requirements as found in section 14-216-3.~~
 - ~~County Clubs and Golf Courses (public or private)~~
 - ~~a. The golf course consists of a minimum of eight (8) acres open space;~~
 - ~~b. The clubhouse, parking, and any accessory buildings are no closer than fifty (50) feet to any property line; and~~
 - ~~c. One sign shall be permitted and shall be oriented to the street giving access to the property.~~
 - ~~d. The size, setbacks, and any lighting shall be the same as for other nonresidential uses permitted within the applicable zone; and~~
 - ~~e. Noise and glare are to be minimized as follows: loud speakers, juke boxes, public address systems, electric amplifiers, and similar electronic devices shall not be permitted.~~
- ~~3. Convalescent and nursing homes.~~
 - ~~Home Occupations involving employees, clients and students~~
4. Kindergartens and child nurseries with more than six (6) pupils.
 - ~~a. The property shall have access from a collector or arterial street.~~

~~8. Orphanages.~~

9. Plant and flower nurseries.

- a. The property shall have access from a collector or arterial street.
Public buildings, Parks, other Public/Governmental Uses, and Schools.
- a. The property shall have access from a collector or arterial street
- b. Minimum of 30' greenspace on perimeter of lot.

~~7. Truck gardening.~~

14-604. LOT WIDTH

Any lot shall be no less than sixty-five (65) feet at the building line.

14-605. DEPTH OF FRONT YARD

Any principal building on any lot shall be located no ~~nearer~~ closer than twenty-five (25) feet to the front lot line. (3009-09/07/1999)

Minimum depth of front yard shall apply to all public right-of-ways.

~~Any lot within a newly proposed subdivision which does not have primary access on a road network internal to the newly proposed subdivision but has access on an already existing street network shall be subject to additional front yard requirements as determined by the Morristown Planning Commission for the purpose of safe vehicular ingress and egress. (3009-09/07/1999)~~

14-606. DEPTH OF REAR YARD

Any principal building on any lot shall be located no ~~nearer~~ closer than twenty-five (25) feet to the rear lot line. (3009-09/07/1999)

14-607. WIDTH OF SIDE YARDS

~~Any principal building on any lot shall be located no nearer to each side lot line than ten (10) feet for a building of one (1) story in height; fifteen (15) feet for a building of two (2) stories in height; or twenty (20) feet for a building of three (3) stories in height; provided however, that in the case of a lot where a side lot line coincides with a street right-of-way line, any principal building shall be located no nearer than fifteen (15) feet to said lot line.~~

Any principal building on any lot shall be no closer to each side lot line than ten (10) feet for a single family residential or a duplex dwelling and no closer than twenty (20) feet for a multifamily residential dwellings.

14-608. BUILDING AREA

The principal building and accessory building on any lot shall not cover more than thirty (30) percent of the total area of said lot.

14-609. LOT AREA

1. Any lot shall be no less than 7,500 square feet in area where one residential unit occupies said lot.
2. Any lot shall be no less than 11,000 square feet in area where two (2) residential units occupy said lot.
3. Any lot shall be no less than 14,500 square feet in area where three (3) or more residential units occupy said lot;
~~and provided further, that any lot shall be increased in area by 3,500 square feet, in addition to 14,500 square feet for~~

~~every residential unit of two bedrooms or more, and by 2,500 square feet in addition to 14,500 square feet for every residential unit of one bedroom or less in excess of three (3) occupying said lot.~~
And overall density not to exceed 12 units per acre.

14-610. BUILDING HEIGHT

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

Churches, schools, ~~hospitals, sanatoriums~~, and other public and semi-public buildings may exceed the height limitations of the district if the minimum depth of the front, side, and rear yards required in the district is increased one (1) foot for each two (2) feet by which the height of such public or semi-public building exceeds the prescribed height limit.

14-611. PROVISIONS GOVERNING BED AND BREAKFAST OPERATIONS (2630-06/18/1991)

1. Size of Operation

- a. Home-Stay Operation (1-3 rooms involved)
- b. Commercial Operation (4-12 rooms involved) (requires Health Department Inspection and Approval)

2. Parking Requirement

- a. (1-3 rooms) 2 spaces for the existing residence and one (1) space for each room for rent. The spaces for rental rooms shall be landscaped and/or screened from the neighbors and street.
- b. (4-12 rooms) 1 space for each two employees and one space for each room for rent. All spaces shall be included in an overall site-plan of the development.

3. Signage

A two square foot maximum non-illuminated sign in the style of the unique or historic nature of the structure or area will be allowed.

4. Traffic

Traffic generated is a function of the size of the operation. This shall be judged in accordance with the nature of the neighborhood, street capacity and existing traffic congestion.

5. Neighborhood Compatibility

This must be reviewed on a case by case basis and must take into consideration but not be limited to the following:

- a. Utilize the unique or historic nature of the dwelling or area as a theme of the operation.
- b. On a small (1-3 rooms) home-stay operation no visible outside evidence of a non-residential nature should be seen from the street or neighbors.
- c. Food served on large operation (4-12 rooms) inspected by Hamblen County Health Department.

d. Food served on small operation (1-3 rooms) should contain no homemade, grown or produced milk, vegetables, meats, fowl or fish; and all kitchen utensils, work areas and plates and glasses must be clean and sanitary.

6. Length of Stay

The maximum length of stay by one individual at one stretch shall be seven (7) days.

7. Prohibited Uses

The small (1-3 rooms) operation shall not be utilized for the following functions:

- a. Receptions.
- b. Parties.
- c. Weddings.
- d. Club Meetings.
- e. Serving meals to other than overnight borders.

CHAPTER 6
(R-2) MEDIUM DENSITY RESIDENTIAL DISTRICT

SECTION

- 14-601. R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT.
- 14-602. USES PERMITTED.
- 14-603. USES PERMITTED ON REVIEW.
- 14-604. LOT WIDTH.
- 14-605. DEPTH OF FRONT YARD.
- 14-606. DEPTH OF REAR YARD.
- 14-607. WIDTH OF SIDE YARDS.
- 14-608. BUILDING AREA.
- 14-609. LOT AREA.
- 14-610. BUILDING HEIGHT.
- 14-611. PROVISIONS GOVERNING BED AND BREAKFAST OPERATIONS.

Chapter 6
R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT

14-601. R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT

This is a residential district to provide for medium population density. The principal uses of land may range from single-family to medium density multi-family apartment uses. Certain uses which are more compatible functionally with intensive residential uses than with commercial uses are permitted. The recreational, religious, educational facilities, and other related uses in keeping with the residential character of the district may be permitted on Review by the Board of Zoning Appeals.

14-602. USES PERMITTED

1. Accessory Buildings
2. Crop and Tree Farming
3. Group Homes
4. Home Occupations with no additional employees, clients or students.
5. Kindergartens and child nurseries, provided that there are not more than six (6) pupils and provided that said activities are conducted as a customary home occupation.
6. Residential Dwellings (one-family, two-family, multifamily)
7. Rooming or boarding house.
8. Utilities

14-603. USES PERMITTED ON REVIEW

1. Bed and Breakfast Operations.
 - a. Must abide by the provisions governing Bed and Breakfast operations listed in 14-311.
2. Cemeteries
 - a. The Cemetery must be an accessory use
3. Churches, Synagogues, Temples, other places of Worship, and Orphanages
 - a. The property shall have access from a collector or arterial street.
 - b. Minimum of 30' greenspace setback on perimeter of lot.
4. Community Theatre
 - a. The property shall have access from a collector or arterial street.
 - b. It must meet the minimum off-street parking requirements as found in section 14-216-3.
5. County Clubs and Golf Courses (public or private)
 - a. The golf course consists of a minimum of eight (8) acres open space;
 - b. The clubhouse, parking, and any accessory buildings are no closer than fifty (50) feet to any property line; and
 - c. One sign shall be permitted and shall be oriented to the street giving access to the property.
 - d. The size, setbacks, and any lighting shall be the same as for other nonresidential uses permitted within the applicable zone; and
 - e. Noise and glare are to be minimized as follows: loud speakers, juke boxes, public address systems, electric amplifiers, and similar electronic devices shall not be permitted.
6. Home Occupations involving employees, clients and students
7. Kindergartens and child nurseries with more than six (6) pupils.
 - a. The property shall have access from a collector or arterial street.
8. Plant and flower nurseries.
 - a. The property shall have access from a collector or arterial street.
9. Public buildings, Parks, other Public/Governmental Uses, and Schools.
 - a. The property shall have access from a collector or arterial street

- b. Minimum of 30' greenspace on perimeter of lot.

14-604. LOT WIDTH

Any lot shall be no less than sixty-five (65) feet at the building line.

14-605. DEPTH OF FRONT YARD

Any principal building on any lot shall be located no closer than twenty-five (25) feet to the front lot line. (3009-09/07/1999)

Minimum depth of front yard shall apply to all public right-of-ways.

14-606. DEPTH OF REAR YARD

Any principal building on any lot shall be located no closer than twenty-five (25) feet to the rear lot line. (3009-09/07/1999)

14-607. WIDTH OF SIDE YARDS

Any principal building on any lot shall be no closer to each side lot line than ten (10) feet for a single family residential or a duplex dwelling and no closer than twenty (20) feet for a multifamily residential dwellings

14-608. BUILDING AREA

The principal building and accessory building on any lot shall not cover more than thirty (30) percent of the total area of said lot.

14-609. LOT AREA

1. Any lot shall be no less than 7,500 square feet in area where one residential unit occupies said lot.
2. Any lot shall be no less than 11,000 square feet in area where two (2) residential units occupy said lot.
3. Any lot shall be no less than 14,500 square feet in area where three (3) or more residential units occupy said lot; and overall density not to exceed 12 units per acre.

14-610. BUILDING HEIGHT

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

Churches, schools, and other public and semi-public buildings may exceed the height limitations of the district if the minimum depth of the front, side, and rear yards required in the district is increased one (1) foot for each two (2) feet by which the height of such public or semi-public building exceeds the prescribed height limit.

14-611. PROVISIONS GOVERNING BED AND BREAKFAST OPERATIONS (2630-06/18/1991)

1. Size of Operation

- a. Home-Stay Operation (1-3 rooms involved)
- b. Commercial Operation (4-12 rooms involved) (requires Health Department Inspection and Approval)

2. Parking Requirement

- a. (1-3 rooms) 2 spaces for the existing residence and one (1) space for each room for rent. The spaces for rental rooms shall be landscaped and/or screened from the neighbors and street.
- b. (4-12 rooms) 1 space for each two employees and one space for each room for rent. All spaces shall be included in an overall site-plan of the development.

3. Signage

A two square foot maximum non-illuminated sign in the style of the unique or historic nature of the structure or area will be allowed.

4. Traffic

Traffic generated is a function of the size of the operation. This shall be judged in accordance with the nature of the neighborhood, street capacity and existing traffic congestion.

5. Neighborhood Compatibility

This must be reviewed on a case by case basis and must take into consideration but not be limited to the following:

- a. Utilize the unique or historic nature of the dwelling or area as a theme of the operation.
- b. On a small (1-3 rooms) home-stay operation no visible outside evidence of a non-residential nature should be seen from the street or neighbors.
- c. Food served on large operation (4-12 rooms) inspected by Hamblen County Health Department.
- d. Food served on small operation (1-3 rooms) should contain no homemade, grown or produced milk, vegetables, meats, fowl or fish; and all kitchen utensils, work areas and plates and glasses must be clean and sanitary.

6. Length of Stay

The maximum length of stay by one individual at one stretch shall be seven (7) days.

7. Prohibited Uses

The small (1-3 rooms) operation shall not be utilized for the following functions:

- a. Receptions.
- b. Parties.
- c. Weddings.
- d. Club Meetings.
- e. Serving meals to other than overnight borders.

ORDINANCE NO. ____

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING TITLE 14 (ZONING AND LAND USE CONTROL), CHAPTER 2, CHAPTER 3 (R-1 SINGLE FAMILY RESIDENTIAL DISTRICT), CHAPTER 4A (RD-1 MODERATE DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT) AND CHAPTER 6 (R-2 MEDIUM DENSITY RESIDENTIAL 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; Chapter 3, R-1 Single Family Residential District; Chapter 4A, RD-1 Moderate Density Single Family Residential District; and Chapter 6, R-2 Medium Density Residential District be approved as follows:

Chapter 2, 14-203 Definitions

69. **COMMUNITY THEATRE:** shall mean a theatre where performances are given by or for people who live in that area.

144. **MULTIFAMILY RESIDENTIAL DWELLING:** shall mean a structure containing three or more dwelling units.

Chapter 3, R-1 SINGLE FAMILY RESIDENTIAL DISTRICT

14-301. SINGLE FAMILY RESIDENTIAL DISTRICT

This is the most restrictive residential district, intended to be used for single-family residential areas with low population densities. Additional permitted uses, by Review of the Board of Zoning Appeals, include related non-commercial recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function necessary to the residential environment.

14-302. USES PERMITTED

1. Accessory buildings.
2. Crop and Tree Farming
3. Group Homes

4. One-family dwellings.
5. The taking of roomers provided that no more than two (2) rooms are used for such purposes
6. Home Occupation with no additional employees, clients or students (3584-08/01/2017)
7. Utilities

14-303. USES PERMITTED ON REVIEW

1. Cemeteries. (2806-07/18/1995)
 - a. The Cemetery must be an accessory use to a church.
2. Churches, Synagogues, Temples, and other places of Worship.
 - a. The property shall have access from a collector or arterial street.
 - b. Minimum 30' greenspace setback on perimeter of lot
3. Country Clubs and Golf Courses (public or private)
 - a. The golf course consists of a minimum of eight (8) acres open space;
 - b. The clubhouse, parking, and any accessory buildings are no closer than fifty (50) feet to any property line; and
 - c. One sign shall be permitted and shall be oriented to the street giving access to the property.
 - d. The size, setbacks, and any lighting shall be the same as for other nonresidential uses permitted within the applicable zone; and
 - e. Noise and glare are to be minimized as follows: loud speakers, just boxes, public address systems, electric amplifiers, and similar electronic devices shall not be permitted.
4. Home Occupation involving employees, clients and students. (3584-08/01/2017)
5. Public buildings, Parks, other Public/Governmental Uses, Schools (Public or Private).
 - a. The property shall have access from a collector or arterial street.
 - b. Minimum of 30' greenspace setback on perimeter of lot.

14-304. LOT WIDTH

Any lot shall be no less than ninety (90) feet at the building line.

14-305. DEPTH OF FRONT YARD

Any principal building on any lot shall be located no closer than twenty-five (25) feet to the front lot line. (3009-09/07/1999).

Minimum depth of front yard shall apply to all public right-of-ways.

14-306. DEPTH OF REAR YARD

Any principal building on any lot shall be located no closer than twenty-five (25) feet to the rear lot line. (3009-09/07/1999)

14-307. WIDTH OF SIDE YARDS

Any principal building on any lot shall be located no closer to each side lot line than fifteen (15) feet.

14-308. BUILDING AREA

The principal building and accessory building on any lot shall not cover more than thirty (30) percent of the total area of said lot.

14-309. LOT AREA

Any lot shall be no less than 15,000 square feet in area.

14-310. BUILDING HEIGHT

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

Churches, schools, and other public and semi-public buildings may exceed the height limitations of the district if the minimum depth of the front, side, and rear yards required in the district is increased one (1) foot for each two (2) feet by which the height of such public or semi-public building exceeds the prescribed height limit.

Chapter 4A, RD1 SMALL LOT SINGLE FAMILY RESIDENTIAL DISTRICT

14-4A01. RD-1 SMALL LOT SINGLE FAMILY RESIDENTIAL DISTRICT

The purpose of the small lot single-family residential district is to allow for increased flexibility in the design of new residential development in a manner that increases housing choices for residents, utilizes land resources efficiently, and ensures a high quality neighborhood.

14-4A02. USES PERMITTED (3584-08/01/2017).

1. Accessory buildings.
2. Crop and tree farming.
3. Group Homes

4. Home Occupation with no additional employees, clients or students. (3584-08/01/2017)
5. One-family dwellings.
6. The taking of roomers provided that no more than two (2) rooms are used for such purposes.
7. Utilities

14-4A03. USES PERMITTED ON REVIEW

1. Cemeteries. (2806-07/18/1995)
 - a. The Cemetery must be an accessory use to a church.
2. Churches, Synagogues, Temples, and other places of Worship.
 - a. The property shall have access from a collector or arterial street.
 - b. Minimum 30' greenspace setback on perimeter of lot
3. Country Clubs and Golf Courses (public or private)
 - a. The golf course consists of a minimum of eight (8) acres open space;
 - b. The clubhouse, parking, and any accessory buildings are no closer than fifty (50) feet to any property line; and
 - c. One sign shall be permitted and shall be oriented to the street giving access to the property.
 - d. The size, setbacks, and any lighting shall be the same as for other nonresidential uses permitted within the applicable zone; and
 - e. Noise and glare are to be minimized as follows: loud speakers, juke boxes, public address systems, electric amplifiers, and similar electronic devices shall not be permitted.
4. Home Occupation involving employees, clients and students. (3584-08/01/2017)
5. Public buildings, Parks, other Public/Governmental Uses, and Schools (public or private).
 - a. The property shall have access from a collector or arterial street.

14-4A04. LOT WIDTH

Any lot shall be no less than fifty (50) feet at the building line.

14-4A05. DEPTH OF FRONT YARD

Any principal building on any lot shall be located no closer than twenty-five (25) feet to the front lot line. (3009-09/07/1999)

Minimum depth of front yard shall apply to all public right-of-ways.

14-4A06. DEPTH OF REAR YARD

Any principal building on any lot shall be located no closer than twenty-five (25) feet to the rear lot line. (3009-09/07/1999)

14-4A07. WIDTH OF SIDE YARDS

Any principal building on any lot shall be located no closer to each side lot line than eight (8) feet.

14-4A08. BUILDING AREA

The principal building and accessory building on any lot shall not cover more than forty (40) percent of the total area of said lot.

14-4A09. LOT AREA

Any lot shall be no less than 5,500 square feet in area where one residential unit occupies said lot.

14-4A10. BUILDING HEIGHT

Buildings shall not exceed two (2) stories or twenty-five (25) feet in height.

Chapter 6, R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT

14-601. R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT

This is a residential district to provide for medium population density. The principal uses of land may range from single-family to medium density multi-family apartment uses. Certain uses which are more compatible functionally with intensive residential uses than with commercial uses are permitted. The recreational, religious, educational facilities, and other related uses in keeping with the residential character of the district may be permitted on Review by the Board of Zoning Appeals.

14-602. USES PERMITTED

1. Accessory Buildings
2. Crop and Tree Farming
3. Group Homes
4. Home Occupations with no additional employees, clients or students.
5. Kindergartens and child nurseries, provided that there are not more than six (6) pupils and provided that said activities are conducted as a customary home occupation.
6. Residential Dwellings (one-family, two-family, multifamily)
7. Rooming or boarding house.
8. Utilities

14-603. USES PERMITTED ON REVIEW

1. Bed and Breakfast Operations.
 - a. Must abide by the provisions governing Bed and Breakfast operations listed in 14-311.
2. Cemeteries
 - a. The Cemetery must be an accessory use
3. Churches, Synagogues, Temples, other places of Worship, and Orphanages
 - a. The property shall have access from a collector or arterial street.
 - b. Minimum of 30' greenspace setback on perimeter of lot.
4. Community Theatre
 - a. The property shall have access from a collector or arterial street.
 - b. It must meet the minimum off-street parking requirements as found in section 14-216-3.
5. County Clubs and Golf Courses (public or private)
 - a. The golf course consists of a minimum of eight (8) acres open space;
 - b. The clubhouse, parking, and any accessory buildings are no closer than fifty (50) feet to any property line; and
 - c. One sign shall be permitted and shall be oriented to the street giving access to the property.
 - d. The size, setbacks, and any lighting shall be the same as for other nonresidential uses permitted within the applicable zone; and
 - e. Noise and glare are to be minimized as follows: loud speakers, just boxes, public address systems, electric amplifiers, and similar electronic devices shall not be permitted.
6. Home Occupations involving employees, clients and students
7. Kindergartens and child nurseries with more than six (6) pupils.
 - a. The property shall have access from a collector or arterial street.
8. Plant and flower nurseries.
 - a. The property shall have access from a collector or arterial street.

9. Public buildings, Parks, other Public/Governmental Uses, and Schools.
 - a. The property shall have access from a collector or arterial street
 - b. Minimum of 30' greenspace on perimeter of lot.

14-604. LOT WIDTH

Any lot shall be no less than sixty-five (65) feet at the building line.

14-605. DEPTH OF FRONT YARD

Any principal building on any lot shall be located no closer than twenty-five (25) feet to the front lot line. (3009-09/07/1999)

Minimum depth of front yard shall apply to all public right-of-ways.

14-606. DEPTH OF REAR YARD

Any principal building on any lot shall be located no closer than twenty-five (25) feet to the rear lot line. (3009-09/07/1999)

14-607. WIDTH OF SIDE YARDS

Any principal building on any lot shall be no closer to each side lot line than ten (10) feet for a single family residential or a duplex dwelling and no closer than twenty (20) feet for a multifamily residential dwellings

14-608. BUILDING AREA

The principal building and accessory building on any lot shall not cover more than thirty (30) percent of the total area of said lot.

14-609. LOT AREA

1. Any lot shall be no less than 7,500 square feet in area where one residential unit occupies said lot.
2. Any lot shall be no less than 11,000 square feet in area where two (2) residential units occupy said lot.
3. Any lot shall be no less than 14,500 square feet in area where three (3) or more residential units occupy said lot; and overall density not to exceed 12 units per acre.

14-610. BUILDING HEIGHT

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

Churches, schools, and other public and semi-public buildings may exceed the height limitations of the district if the minimum depth of the front, side, and rear yards required in the district is increased one (1) foot for each two (2) feet by which the height of such public or semi-public building exceeds the prescribed height limit.

14-611. PROVISIONS GOVERNING BED AND BREAKFAST OPERATIONS (2630-06/18/1991)

1. Size of Operation

- a. Home-Stay Operation (1-3 rooms involved)
- b. Commercial Operation (4-12 rooms involved) (requires Health Department Inspection and Approval)

2. Parking Requirement

- a. (1-3 rooms) 2 spaces for the existing residence and one (1) space for each room for rent. The spaces for rental rooms shall be landscaped and/or screened from the neighbors and street.
- b. (4-12 rooms) 1 space for each two employees and one space for each room for rent. All spaces shall be included in an overall site-plan of the development.

3. Signage

A two square foot maximum non-illuminated sign in the style of the unique or historic nature of the structure or area will be allowed.

4. Traffic

Traffic generated is a function of the size of the operation. This shall be judged in accordance with the nature of the neighborhood, street capacity and existing traffic congestion.

5. Neighborhood Compatibility

This must be reviewed on a case by case basis and must take into consideration but not be limited to the following:

- a. Utilize the unique or historic nature of the dwelling or area as a theme of the operation.
- b. On a small (1-3 rooms) home-stay operation no visible outside evidence of a non-residential nature should be seen from the street or neighbors.
- c. Food served on large operation (4-12 rooms) inspected by Hamblen County Health Department.
- d. Food served on small operation (1-3 rooms) should contain no homemade, grown or produced milk, vegetables, meats, fowl or fish; and all kitchen utensils, work areas and plates and glasses must be clean and sanitary.

6. Length of Stay

The maximum length of stay by one individual at one stretch shall be seven (7) days.

7. Prohibited Uses

The small (1-3 rooms) operation shall not be utilized for the following functions:

- a. Receptions.
- b. Parties.
- c. Weddings.
- d. Club Meetings.
- e. Serving meals to other than overnight borders.

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 19 day of February 2019.

Mayor

ATTEST:

City Administrator

Passed on second and final reading this the 5 day of March 2019.

Mayor

ATTEST:

City Administrator

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Lori Matthews, Senior Planner
DATE: February 19th 2019
REQUEST: Rezoning Request for Exit 8 properties

BACKGROUND:

A rezoning request has been submitted by Mr. Doyle Wallace and Mr. William Weigel for their properties located at The Downs / Exit 8 area. All properties being considered for rezoning are zoned Heavy Industrial (HI) and adjoin Progress Parkway and/or South Davy Crockett Highway. The applicants wish to rezone to (TA) Tourist Accommodation which is a commercial district.

The process of rezoning this area had started some years ago, driven by the need for more commercial development along South Davy Crockett to serve the needs of interstate travelers and folk heading from White Pine north on 25E. The Tennessee Department of Transportation reconfigured Exit 8 starting in 2012, providing the public with safer access both to and from the interstate which has increased traffic and employment in this area. Staff received conceptual plans of future changes to this region from TDOT recently and viewed this as a good opportunity in which to move forward and finish the rezoning process.

With development of 'The Downs at Wallace Farms' filling up much of the east side of 25E, commercial entities have started infill along the west side as well, most recently, Weigel's expansion of a diesel fueling center behind their store. The current zoning map below shows the entire east portion of 25E already zoned TA.

Total area under consideration is 11 +/- acres to include 4 properties as broken down by parcel ID and graphic below (*the Bojangles restaurant property would have been included had Staff received a request letter before this memorandum was written) :

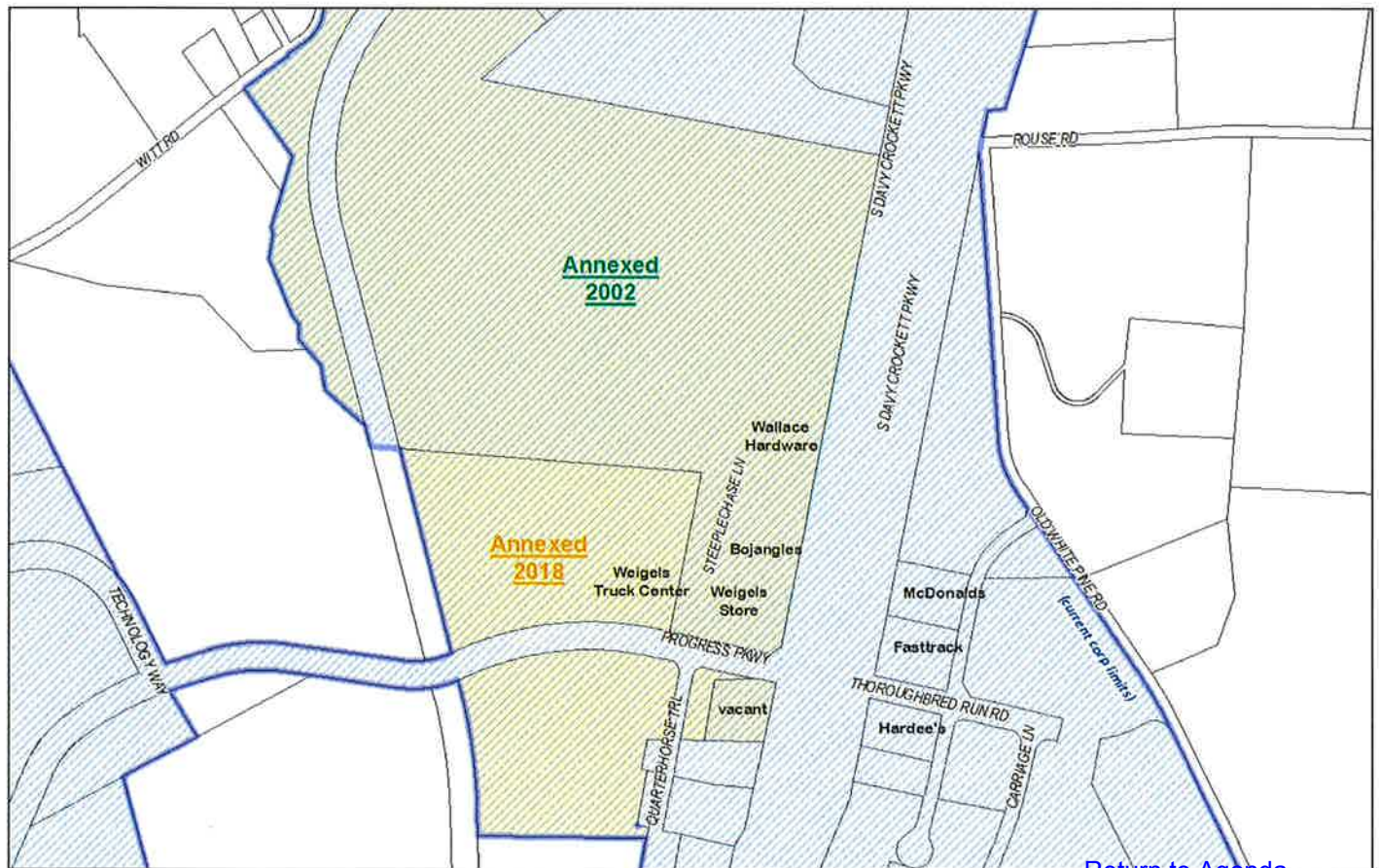
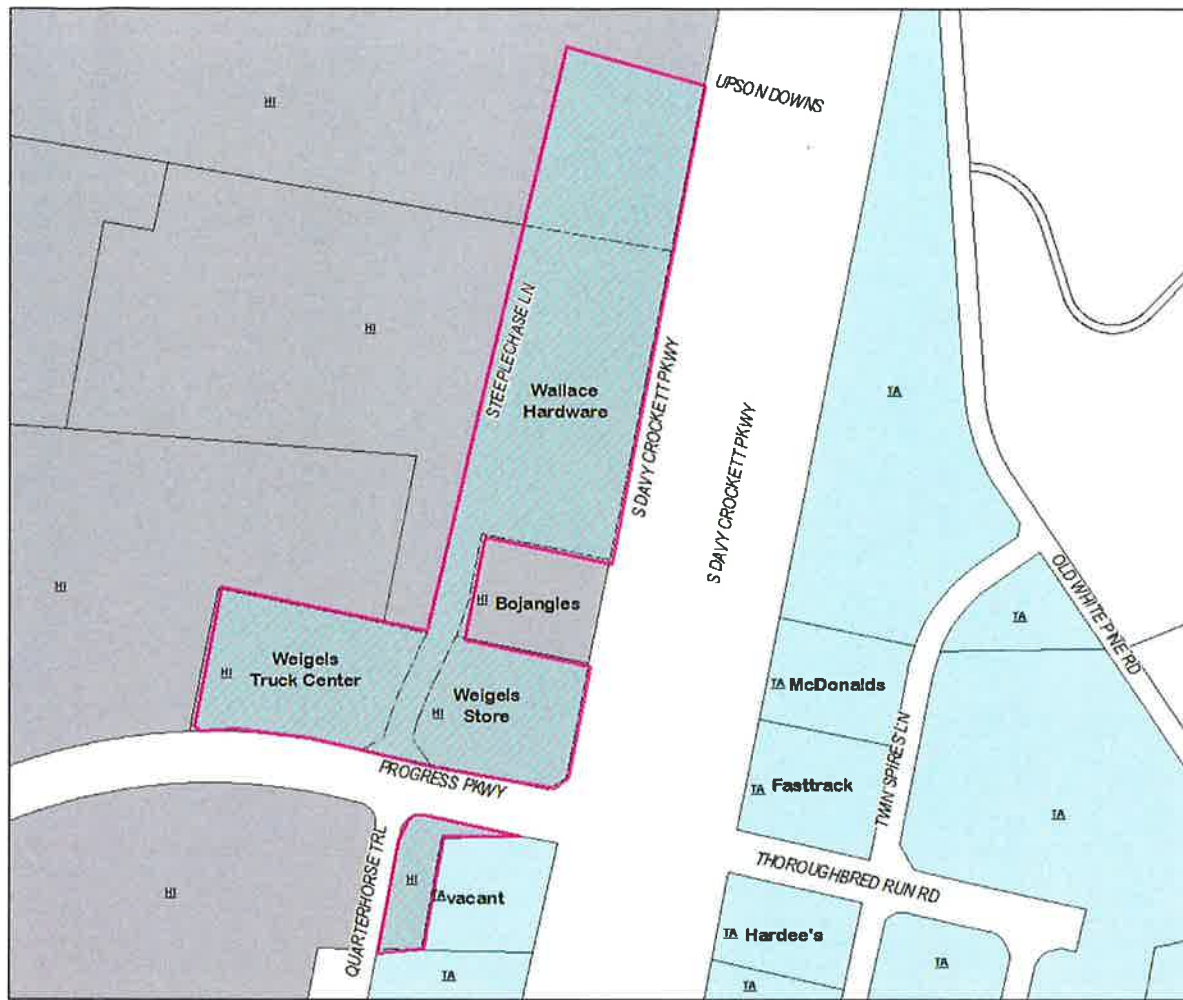
1. Hamblen County Tax ID #057 116.00 – (2.3 acres; portion of property only)
2. Hamblen County Tax ID #057 116.03 - (5.7 acres; portion of property only)
3. Hamblen County Tax ID #057 116.07 - 2.3 acres
4. Hamblen County Tax ID #057 116.05 - 1.7 acres

Steeplechase Lane, when completed, will serve as an access for all properties along South Davy Crockett up to the Wallace Hardware entrance and will serve as the west boundary line of the district. The west right of way line of 25E will serve as the boundary line to the east with Progress Parkway and the driveway at Wallace Hardware being the south and north lines respectively. Included also in the request will be the existing Weigels convenience store and the diesel fueling center behind.

RECOMMENDATION:

As the East Tennessee Progress Park continues to see growth and expand, it is clear that this region will require commercial eateries, overnight accommodations, etc. to fill both employee and employer needs as well as continue to service interstate travelers.

The Planning Commission at their February 12th meeting voted unanimously to forward this rezoning request on to City Council for approval.



1992 vs. 2015 view of Exit 8



ORDINANCE NO. _____, ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B.

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned HI (Heavy Industrial) to TA (Tourist Accommodation);

To include Lot 1 of The Downs at Wallace Farms Phase IV-A as recorded in Plat Book K, page 58; and to include Lot 3 of The Downs at Wallace Farms Phase IV-A as recorded in Plat Book L, page 190; and to include that entirety of real estate, the point of beginning being the intersection of the western right-of-way line of Steeplechase Lane with Progress Parkway, following this line northeast to its terminus with the centerline of the Wallace Hardware driveway, thence travelling southeast along this same centerline to its terminus with the western right-of-way line of 25E, thence travelling southwest along this same right of way line to its terminus with Lot 2 Phase IV-A in the Downs at Wallace Farms, thence travelling northwest, following the lot lines of Lot 2 to their intersection again with 25E, which will exclude Lot 2 from this boundary; thence continuing along the western right of way line of 25E to its intersection with the north right of way line of Progress Parkway, thence travelling northwest along this same line to the point of beginning; the sum total of all lands to being rezoned from HI to TA being approximately 11.10 acres in size;

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used for Tourist Accommodation uses exclusively.

SECTION IV. BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith be, and the same are, repealed to the extent of such conflict but not further or otherwise.

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

Passed on first reading the _____ day of _____, 2019.

Mayor

ATTEST:

City Administrator

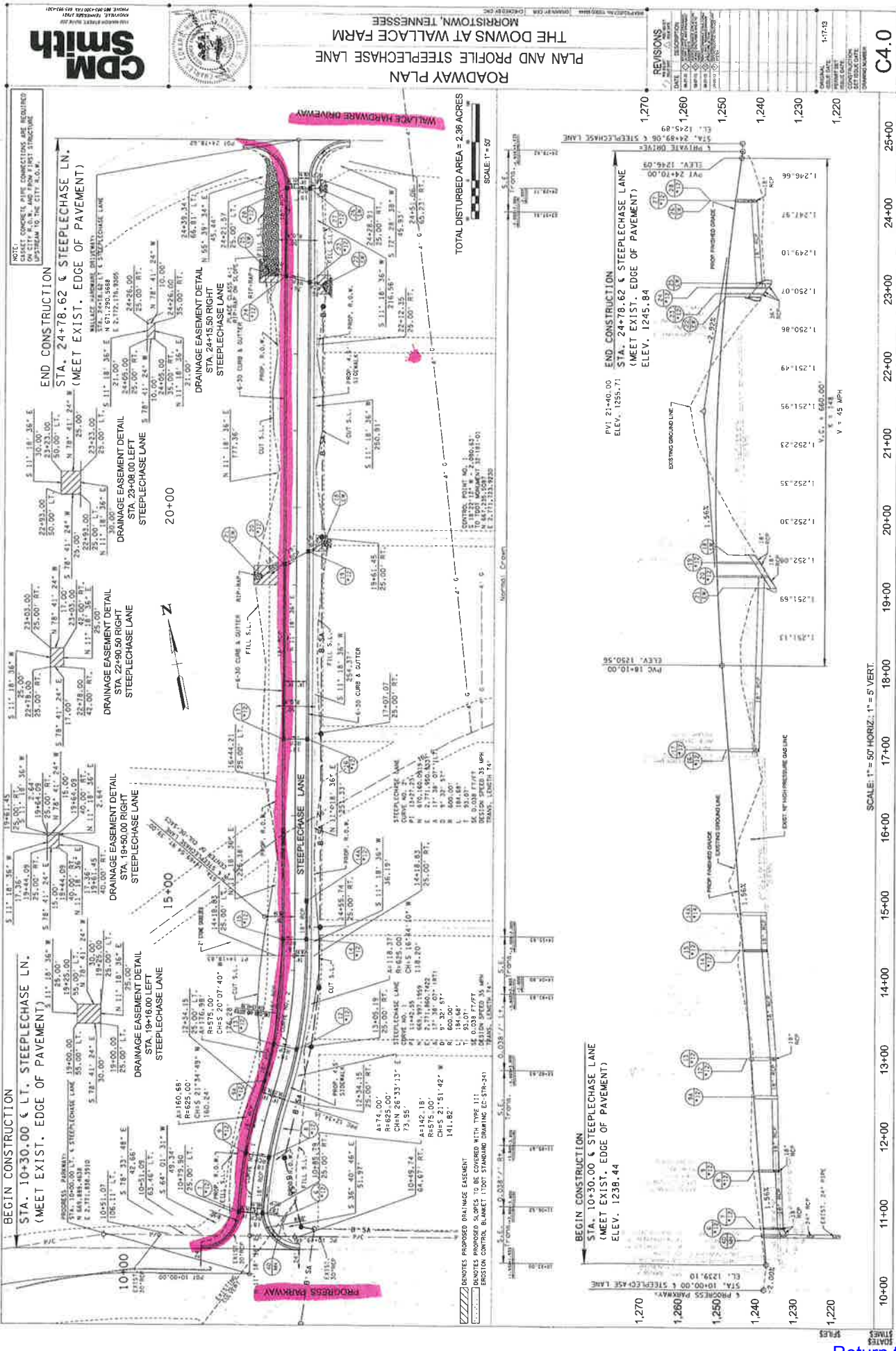
Passed on second and final reading the _____ day of _____, 2019.

Mayor

ATTEST:

City Administrator





THE DOWNS AT WALLACE FARM
PLAN AND PROFILE STEEPLECHASE LANE
MORRISTOWN, TENNESSEE

REVISIONS	
DATE	DESCRIPTION
1-17-19	ISSUED FOR PERMIT
1-17-19	ISSUED FOR PERMIT
1-17-19	ISSUED FOR PERMIT
1-17-19	ISSUED FOR PERMIT
1-17-19	ISSUED FOR PERMIT
1-17-19	ISSUED FOR PERMIT
1-17-19	ISSUED FOR PERMIT
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1-17-19	ISSUED FOR PERMIT

C4.0

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Lori Matthews, Senior Planner
DATE: February 19th 2019
REQUEST: Rezoning Request for property located on Old 11E Highway

BACKGROUND:

A rezoning request has been submitted by Clint Harrison acting as agent for Nick Lakins and Derek Wolfe for their property(s) located on the north side of Old 11E Highway next to Alpha Elementary School to the west on the north side of Old 11E having Hamblen County Tax ID(s) # 048 01407 000.

This 10 acre site, residentially zoned Medium Family Density (R-2), was annexed in 1992 and, save for the two barns on site, is vacant. Alpha Elementary (built circa 1980) and Wood Acres Subdivision (platted 1967) adjoin the tract to the west and east respectively, both being zoned likewise as R-2. South across Old 11E, zoned industrial is the Morristown-Hamblen County Airport. Also in front of the site is a mini-storage warehouse business (K & J Rentals). Backing up to the property from the north are several undeveloped commercial lots (platted 1979) which front West Andrew Johnson Highway. If developed, the site will be served by Morristown Utility Services with power, sanitary sewer and water.

The owner(s) anticipate construction of a high density residential (rental) complex and have submitted a concept plan for their proposed development which shows roughly 15.5 dwelling units per acre which is 4.5 units less than the maximum allowed in an R-3 zone. In September of 2018, Staff revised the City's R-3 requirements, making it a 'high density' zoning district, allowing up to 20 dwelling units per acre providing all requirements are met. Currently, R-2 zones permit a density of 11 dwelling units an acre.

*If the rezoning is approved, the site layout will require additional approval from the Planning Commission prior to construction.

RECOMMENDATION:

Staff feels a medium to high density residential subdivision to be the best and highest use for this land as commercial construction is limited due to restrictions imposed by the Morristown Regional Airport. (height restrictions) Staff is confident that a higher density development at this location will be compatible with surrounding land uses. The Planning Commission at their February 12th meeting voted unanimously to forward this rezoning request on to City Council for approval.

CURRENT ZONING



ORDINANCE NO. _____, ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B.

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from R-2 (Medium Density Residential) to R-3 (Heavy Density Residential);

To include the whole of Lot 7R of the final plat as recorded in Plat Book LPlat, page 120 of West Park Commons, Lot 7 Davis and Stanley Property and Adjoining Property;

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used for Heavy Density Residential (R-3) uses exclusively.

SECTION IV. BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith be, and the same are, repealed to the extent of such conflict but not further or otherwise.

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

Passed on first reading the _____ day of _____, 2019.

Mayor

ATTEST:

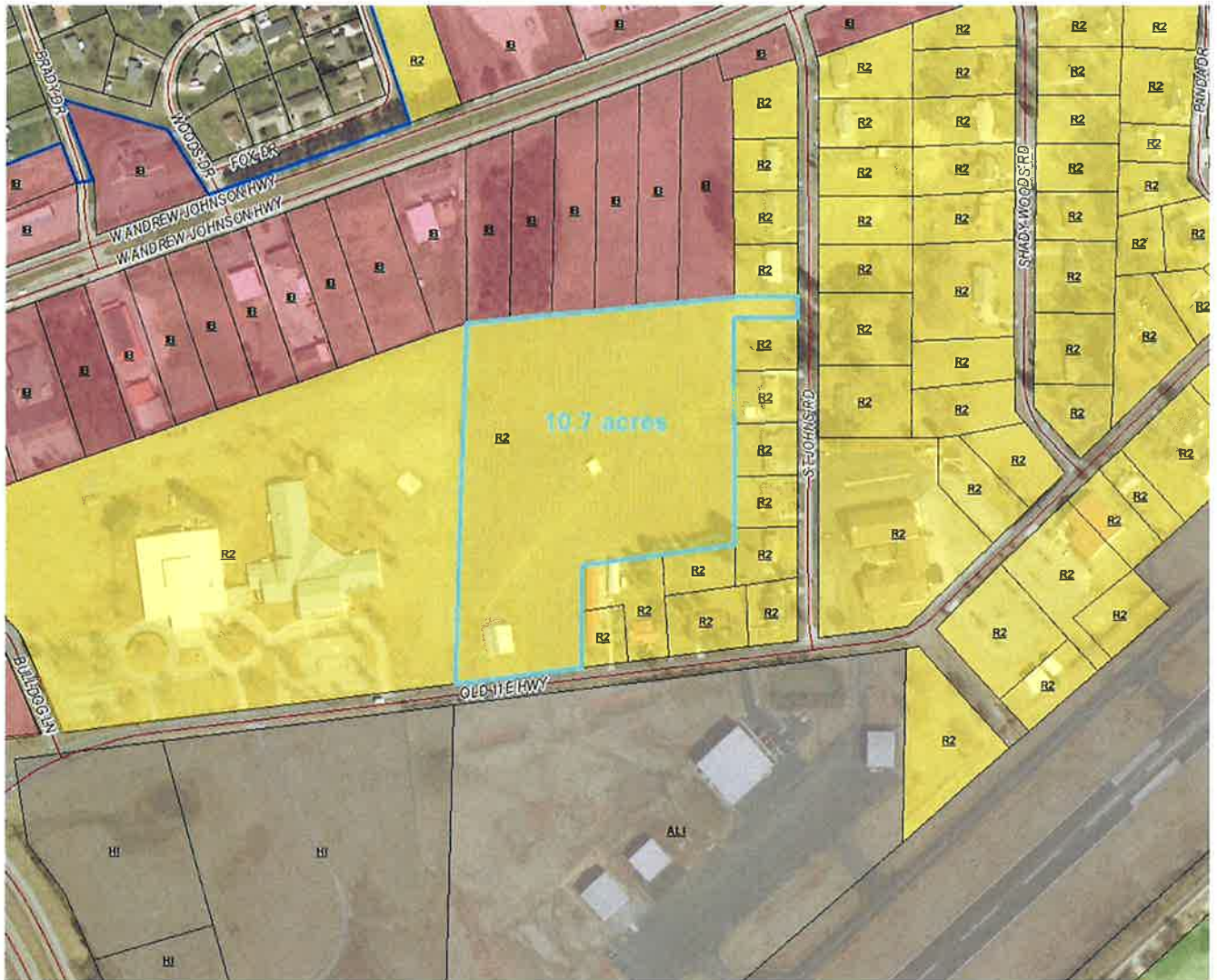
City Administrator

Passed on second and final reading the _____ day of _____, 2019.

Mayor

ATTEST:

City Administrator



February 1, 2019

City of Morristown
100 West 1st North Street
Attn: Ashley Ahl
Morristown, TN 37814

Re: **Responsive Bidder Recommendation** for:
Morristown City Hall Plaza Garage
DIA Project Number: 17109 File: J05

Dear Ms. Ahl,

After review of the (4) four bids received for the above-mentioned project, we recommend that a contract be initiated with the responsive, apparent low bidder Merit Construction, Inc.

We recommend approval and acceptance of the Base Bid amount of Two Million Six Hundred Ninety Thousand Dollars and No Cents (\$2,690,000.00).

We have also reviewed the Alternates and Unit Prices included with the submitted bid by Merit Construction, Inc. The Alternates and Unit Prices are comparable to other pricing we have seen in the past and comparable to the unit prices submitted by other bidders. In DIA's professional opinion, the submitted Alternates and Unit Prices are fair and equitable. We recommend approval and acceptance of all (4) Unit Prices. We also recommend approval and acceptance of Alternates #3, #4, and #5 for a total of a \$74,000.00 add to the base bid amount for a grand total of \$2,764,000.00. Alternate #3 is replacement of existing planter walls with newly constructed planter walls for \$35,000.00. Alternate #4 is replacement of existing on-grade pavers with new pavers located at the North and West side entrances for \$15,000.00. Alternate #5 is the installation of in-ground lighting fixtures for up-lighting the Medal of Honor pedestals and plaques.

I have been in contact with Bruce Bosse of Merit Construction, Inc. and asked him to review the submitted pricing and to confirm that they are comfortable with their submitted bid. He has responded that Merit Construction, Inc. has reviewed the submitted bid and is comfortable with the amounts offered in the bid.

If you require any additional information, please contact me. Thank you.

Sincerely,
Design Innovation



Rik Norris
Sr. Project Architect

ec: Faris Eid, Design Innovation
Greg Campbell, Design Innovation
Nada Kuchinic, Design Innovation

402 S. Gay Street, Suite 201, Knoxville, TN 37902 ph 865.637.8540 or 865.291.2221 fx 865.544.3840 www.dia-arch.com Page 1 of 1

Excellence through service and design

Bid Tab		Page 1 of 1	Pursuant to the Invitation to Bid extended for Morristown City Hall Plaza Garage					Signature required only by Presiding Official. Others can be printed or typed.								
Bids opened in Knoxville, TN		How many addenda issued: 2						Presiding Official Joey Barnard								
Target TBD	Contract Time to Substantial Completion TBD days		bids and modifications must have been received here by 2:00 PM local time (EST) Thursday January 31, 2019					Designer represented by Rik Norris								
MAACC	Liquidated Damages \$500 per day		I, thus declare the bidding closed, and now will proceed to open and read bids and modifications which have been received.					Owner represented by Ashley Ahl								
Regulated Subcontractors			Bidders (name, city, license number)			Crime Statement	No Addendum Acknowledged	Bid Security	Unit Prices	Base Bid and No. of Days to reach Substantial Completion	Alt #1	Alt #2	Alt #3	Alt #4	Alt #5	Unit Prices
Electrical	Shofner/Kathoff Mechanical Electrical Services, LLC	Name	Merit Construction, Inc.			T	2	Y	Y	\$2,690,000.00	deduct \$13,000.00	deduct \$220,000.00	add \$35,000.00	add \$15,000.00	add \$24,000.00	1. \$15.00/SF 2. \$6.50/LF 3. \$1.33/SF 4. \$15,000.00/1,000
Landscape	Otis K. Cantwell Associates	City	Knoxville, TN			F		N	N	280						
Waterproofing	Williams Restoration & Waterproofing, Inc.	License Number	20853													
Masonry	Merit Construction, Inc.															
Paving Installer	Otis K. Cantwell Associates															
Electrical	Advent Electrical, Inc.	Name	Eskola, LLC			T	2	Y	Y	\$3,125,000.00	deduct \$100,000.00	deduct \$200,000.00	10,000.00	add \$15,000.00	add \$18,000.00	1. \$17.50/SF 2. \$5.00/LF 3. \$2.50/SF 4. \$15,000.00/1,000
Landscape	Otis K. Cantwell Associates	City	Morristown, TN			F		N	N	280						
Waterproofing	Eskola, LLC	License Number	53339													
Masonry	Eskola, LLC															
Paving Installer	Otis K. Cantwell Associates															
Electrical	Grace Electrical	Name	K & F Construction, Inc.			T	2	Y	Y	\$3,409,000.00	deduct \$485,000.00	deduct \$745,000.00	add \$130,000.00	add \$16,000.00	add \$17,000.00	1. \$15.00/SF 2. \$12.50/LF 3. \$1.50/SF 4. \$16,000.00/1,000
Landscape	ABG Waterproofing & Caulking	City	Knoxville, TN			F		N	N	265.00						
Waterproofing	ABG Waterproofing & Caulking	License Number	46162													
Masonry	Wasco															
Paving Installer	ABG Waterproofing & Caulking															
Electrical	Advent Electrical, Inc.	Name	East Tennessee Turf and Landscape			T	2	Y	Y	\$3,877,700.00	deduct \$200,000.00	deduct \$400,000.00	add \$130,000.00	add \$18,000.00	add \$23,000.00	1. \$60.00/SF 2. \$8.00/LF 3. \$1.00/SF 4. \$17,000.00/1,000
Landscape	East Tennessee Turf and Landscape	City	Whitesburg, TN			F		N	N	275						
Waterproofing	East Tennessee Turf and Landscape	License Number	54171													
Masonry	Wasco															
Paving Installer	East Tennessee Turf and Landscape															

Amendment to the Professional Services Agreement: Special Services

This amendment is made as of the 1st day of February in the year Two Thousand and Nineteen between

Owner:

Name: City of Morristown – Lorino Park Tennis Court»

Location: Morristown, TN

Architect:

Design Innovations Architects, Inc.

402 S. Gay Street #201

Knoxville, TN 37902

Project Number: 18134

For the following project:

Increase the scope of the project to incorporate Bid and Construction Administration phase services for the Lorino Park Tennis Court in Morristown, Tennessee.

Authorization is requested for:

☒ to proceed with Additional Services.

☐ to incur additional Reimbursable Expenses.

The following adjustments shall be made to the compensation.

Compensation:

Increase the scope to incorporate Bid Services including expenses billed as a lump sum of two thousand one hundred (\$2100) and Construction Administration services including expenses billed as a lump sum of six thousand five hundred fifty (\$6,550).

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

AGREED TO:

(Signature)

(Date)

(Printed Name and Title)

Excellence through service and design

SUBMITTED BY:



(Signature)

Gregory S Campbell, AIA, LEED® AP

Vice President of Operations

(Printed Name and Title)

02-01-2019

(Date)

Version: 2018
Page 1 of 1

LeBel

COMMERCIAL REALTY

COMMERCIAL PURCHASE AND SALE AGREEMENT

- 1 **1. Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration,
2 the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer
3 City of Morristown ("Buyer") agrees to buy and the undersigned
4 seller Jessie Brooks Darla Orrick ("Seller") agrees to sell all that tract or
5 parcel of land, with such improvements as are located thereon, described as follows: All that tract of land known as:
6 402 Rosedale Ave
7 (Address) Morristown (City), Tennessec, 37813 (Zip), as recorded in
8 Hamblen County Register of Deeds Office, 1761 deed book(s), 55
9 page(s), and/or 034P A 026.00 instrument no. and as further described as:
10 Map 34P, Group A, Parcel 026.00
11 together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as
12 the "Property", as more particularly described in Exhibit "A" or if Exhibit A is not attached as is recorded with the Register
13 of Deeds of the county in which the Property is located and is made a part of this Commercial Purchase and Sale Agreement
14 ("Purchase and Sale Agreement" or "Agreement") by reference.
- 15 **2. Purchase Price.** The total purchase price for the Property shall be
16 Sixty-Five Thousand U.S. Dollars, (\$ 65,000.00)
17 ("Purchase Price"), and is subject to all prorations and adjustments and shall be paid by Buyer at the Closing by cash, a
18 Federal Reserve Bank wire transfer of immediately available funds, cashier's check or certified check.
- 19 **3. Earnest Money/Trust Money.** Buyer has paid or will pay within 5 business days after the Binding Agreement
20 Date, the sum of \$ 1,000.00 with LeBel Commercial Realty
21 ("Holder") located at 1501 E. Morris Blvd.
22 (Address of Holder). Additional Earnest Money/Trust Money, if any, to be tendered and applied as follows:
23
24
25
26
27 This sum ("Earnest Money/Trust Money") is to be applied as part of the Purchase Price at Closing.
- 28 **A. Failure to Receive Earnest Money/Trust Money.** In the event Earnest Money/Trust Money is not timely received
29 by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason by the financial
30 institution from which it is drawn, Holder shall promptly notify Buyer and Seller. Buyer shall have three (3) business days
31 after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds to Holder, this
32 Agreement shall automatically terminate and Holder shall notify the parties of the same. Holder shall disburse Earnest
33 Money/Trust Money only as follows:
34 (a) at Closing to be applied as a credit toward Buyer's Purchase Price;
35 (b) upon a subsequent written agreement signed by Buyer and Seller; or
36 (c) as set forth below in the event of a dispute regarding Earnest Money/Trust Money.
- 37 No party shall seek damages from Holder, nor shall Holder be liable for any such damages, and all parties agree to defend
38 and hold harmless Holder for any matter arising out of or related to the performance of Holder's duties hereunder.
- 39 **B. Disputes Regarding Earnest Money/Trust Money.** In the event Buyer or Seller notifies Holder of a dispute regarding
40 disposition of Earnest Money/Trust Money that Holder cannot resolve, Buyer and Seller agree to interplead Earnest
41 Money/Trust Money into a court of competent jurisdiction. Holder shall be reimbursed for, and may deduct from any
42 funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader
43 action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder, and upon payment of

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CF401 – Commercial Purchase and Sale Agreement, Page 1 of 8

Version 01/01/2019

Instant®

44 such funds into the court clerk's office. Holder shall be released from all further liability in connection with the funds
45 delivered.

46 **4. Inspection.** Prior to Closing, Buyer and Buyer's agents shall have the right to enter upon the Property at Buyer's expense
47 and at reasonable times to inspect, survey, examine, and test the Property as Buyer may deem necessary as part of Buyer's
48 acquisition of the Property. Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department
49 of Environment and Conservation, Division of Ground Water Protection. Buyer shall indemnify and hold Seller and all
50 Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property arising out of or
51 related to the exercise of Buyer's rights hereunder. Buyer shall have 30 days after the Binding Agreement Date ("Due
52 Diligence Period") to evaluate the Property, the feasibility of the transaction, the availability and cost of financing, and
53 any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right to terminate this
54 Agreement upon notice to Seller if Buyer determines, based on a reasonable and good faith evaluation of the above, that it
55 is not desirable to proceed with the transaction, and Buyer will be entitled to a refund of the Earnest Money/Trust Money.
56 Within 30 days after the Binding Agreement Date, Seller shall deliver to Buyer copies of the materials concerning
57 the Property referenced in Exhibit "B" (collectively "Due Diligence Materials"), which materials shall be promptly
58 returned by Buyer if Agreement does not Close for any reason. If Buyer fails to timely notify Seller that it is not proceeding
59 with the transaction, Buyer shall waive its rights to terminate this Agreement pursuant to this paragraph.

60 **5. Title.**

61 **A. Warranties of Seller.** Seller warrants that at Closing Seller shall convey good and marketable, fee simple title to
62 the Property to Buyer, subject only to the following exceptions ("Permitted Exceptions"):

- 63 (1) Liens for ad valorem taxes not yet due and payable.
64 (2) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Issues and
65 Objections paragraph below. "Good and marketable, fee simple title" with respect to the Property shall be such
66 title:
67 (a) as is classified as "marketable" under the laws of Tennessee; and
68 (b) as is acceptable to and insurable by a title company doing business in Tennessee ("Title Company"), at
69 standard rates on an American Land Title Association Owner's Policy ("Title Policy").

70 **B. Title Issues and Objections.** Buyer shall have 60 days after the Binding Agreement Date to furnish Seller with
71 a written statement of any title objections, UCC-1 or UCC-2 Financing Statements, and encroachments, and other
72 facts affecting the marketability of the Property as revealed by a current title examination. Seller shall have 20
73 days after the receipt of such objections (the "Title Cure Period") to cure all valid title objections. Seller shall satisfy
74 any existing liens or monetary encumbrances identified by Buyer as title objections which may be satisfied by the
75 payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding sentence, if Seller
76 fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with
77 evidence of Seller's cure satisfactory to Buyer and to Title Company), then within five (5) days after the expiration of
78 the Title Cure Period, Buyer may as Buyer's sole remedies: (1) rescind the transaction contemplated hereby, in which
79 case Buyer shall be entitled to the return of Buyer's Earnest Money/Trust Money; (2) waive any such objections and
80 elect to Close the transaction contemplated hereby irrespective of such title objections and without reduction of the
81 Purchase Price; or (3) extend the Closing Date period for a period of up to fifteen (15) days to allow Seller further
82 time to cure such valid title objections. Failure to act in a timely manner under this paragraph shall constitute a waiver
83 of Buyer's rights hereunder. Buyer shall have the right to reexamine title prior to Closing and notify Seller at Closing
84 of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.

85 **6. Closing.**

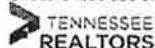
86 **A. Closing Date.** This transaction shall be consummated at the office of
87 see special stipulations on _____
88 (the "Closing Date") or at such other time and place(s) the parties may agree upon in writing.

89 **B. Possession.** Seller shall deliver possession and occupancy of the Property to Buyer at Closing, subject only to the
90 rights of tenants in possession and the Permitted Exceptions.

91 **7. Seller's Obligations at Closing.** At Closing, Seller shall deliver to Buyer:

- 92 (a) a Closing Statement;
93 (b) deed (mark the appropriate deed below)
94 ☒ General Warranty Deed ☐ Special Warranty Deed

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- 95 ☐ Quit Claim Deed ☐ Other: _____
- 96 (c) all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to
- 97 Buyer the Title Policy including, without limitation, a title affidavit from Seller to Buyer and to the Title Company in
- 98 the form customarily used in Tennessee commercial real estate transactions so as to enable the Title Company to issue
- 99 Buyer the Title Policy with all standard exceptions deleted and subject only to Permitted Exceptions; and
- 100 (d) evidence reasonably satisfactory to Buyer at Closing of all documents/items indicated in Exhibit "C", if any (all
- 101 documents to be delivered by Seller under this paragraph, including all documents/items indicated in Exhibit "C" are
- 102 collectively "Seller's Closing Documents").

103 **8. Conditions to Closing.**

104

105

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114 **9. Costs.**

- 115 **A. Seller's Costs.** Seller shall pay all existing loans and/or liens affecting the Property; the cost of recording any title
- 116 curative documents, including without limitation, satisfactions of deeds to secure debt, quitclaim deeds and financing
- 117 statement termination; any accrued and/or outstanding association dues or fees; fee (if any) to obtain lien
- 118 payoff/estoppel letters/statement of accounts from any and all associations, property management companies,
- 119 mortgage holders or other liens affecting the Property; all deed recording fees; the fees of Seller's counsel and, if
- 120 checked, ☐ all transfer taxes, otherwise Buyer is responsible for transfer taxes.

121 **In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property Tax**

122 **Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected from**

123 **Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA, Seller shall be**

124 **required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject to FIRPTA. It is**

125 **Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax**

126 **matters.**

- 127 **B. Buyer's Costs.** Buyer shall pay the cost of Buyer's counsel and consultants; any costs in connection with Buyer's
- 128 inspection of the Property and any costs associated with obtaining financing for the acquisition of the Property
- 129 (including any intangibles tax, all deed recording fees and the cost of recording Buyer's loan documents.)

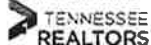
- 130 **C. Additional Costs.** In addition to the costs identified above, the following costs shall be paid by the parties hereto as
- 131 indicated below:

<u>Item to be Paid</u>	<u>Paid by Seller</u>	<u>Paid by Buyer</u>
132 Survey	<input type="checkbox"/>	<input checked="" type="checkbox"/>
133 Title Examination	<input type="checkbox"/>	<input checked="" type="checkbox"/>
134 Premium for Standard Owner's Title Insurance Policy	<input type="checkbox"/>	<input checked="" type="checkbox"/>
135 Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
136 Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
137 Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
138 Other: _____	<input type="checkbox"/>	<input type="checkbox"/>

- 139 **10. Taxes and Prorations.** Real estate taxes on the Property for the calendar year in which the Closing takes place shall be
- 140 prorated as of 12:01 a.m. local time on the Closing Date. Seller shall be responsible (even after Closing) for paying all
- 141 taxes (including previous reassessments) on the Property for the time period during which Seller owned the Property and
- 142 shall indemnify the Buyer therefore. In addition, the following items shall also be prorated as of 12:01 a.m. local time on
- 143 the Closing Date [Select only those that apply to this transaction; the items not checked do not apply to this Agreement]:

- 144 ☒ Utilities ☒ Service Contracts ☐ Tenant Improvement Costs
- 145 ☒ Rents ☒ Leasing Commissions ☐ Other: _____

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146 ☐ Other: _____ ☐ Other: _____

147 **11. Representations and Warranties.**

148 **A. Seller's Representations and Warranties.** As of the Binding Agreement Date and the Closing Date, Seller
149 represents and warrants to Buyer that Seller has the right, power, and authority to enter into this Agreement and to
150 convey the Property in accordance with the terms and conditions of this Agreement. The persons executing this
151 Agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this
152 Agreement and shall have the right, power, and authority to enter into this Agreement and to bind Seller. Seller also
153 makes the additional representations and warranties to Buyer, if any, as indicated on Exhibit "D".

154 **B. Buyer's Representations and Warranties.** As of the Binding Agreement Date and the Closing Date, Buyer
155 represents and warrants to Seller that Buyer has the right, power, and authority to enter into this Agreement and to
156 consummate the transaction contemplated by the terms and conditions of this Agreement. The persons executing
157 this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this
158 Agreement and shall have the right, power, and authority to enter into this Agreement and bind Buyer. Upon
159 Seller's request, Buyer shall furnish such documentation evidencing signor's authority to bind Buyer.

160 **12. Agency and Brokerage.**

161 **A. Agency.**

162 (1) In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and,
163 where the context would indicate, the Broker's affiliated licensees. No Broker in this transaction shall owe any
164 duty to Buyer or Seller greater than what is set forth in their brokerage engagements, the Tennessee Real Estate
165 Broker License Act of 1973, as amended, and the Tennessee Real Estate Commission rules and regulations.

166 (2) A Designated Agent is one who has been assigned by his/her Managing Broker and is working as an agent for the
167 Seller or Buyer in a prospective transaction, to the exclusion of all other licensees in his/her company.

168 (3) An Agent for the Seller or Buyer is a type of agency in which the licensee's company is working as an agent for
169 the Seller or Buyer and owes primary loyalty to that Seller or Buyer.

170 (4) A Facilitator relationship occurs when the licensee is not working as an agent for either party in this consumer's
171 prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be
172 considered a representative or advocate for either party. "Transaction Broker" may be used synonymously with,
173 or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who
174 has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or
175 Transaction Broker until such time as an agency agreement is established.]

176 (5) A dual agency situation arises when an agent (in the case of designated agency) or a real estate firm (wherein the
177 entire real estate firm represents the client) represents both the Buyer and Seller.

178 (6) If one of the parties is not represented by a Broker, that party is solely responsible for their own interests, and that
179 Broker's role is limited to performing ministerial acts for the unrepresented party.

180 **B. Agency Disclosure.**

181 (1) The Broker, if any, working with the Seller is identified on the signature page as the "Listing Company"; and said
182 Broker is (Select One. The items not selected are not part of this Agreement):

- 183 ☐ the Designated Agent for the Seller,
184 ☐ the agent for the Seller,
185 ☐ a Facilitator for the Seller, OR
186 ☐ a dual agent.

187 (2) The Broker, if any, working with the Buyer is identified on the signature page as the "Selling Company", and
188 said Broker is (Select One. The items not selected are not part of this Agreement):

- 189 ☐ the Designated Agent for the Buyer,
190 ☒ the agent for the Buyer,
191 ☐ a Facilitator for the Buyer, OR
192 ☐ a dual agent.

193 (3) **Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above]* Seller and Buyer are aware
194 that Broker is acting as a dual agent in this transaction and consent to the same. Seller and Buyer have been
195 advised that:

- 196 1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could
197 be, different or even adverse.
- 198 2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to
199 the dual agent, to all parties in the transaction except for information made confidential by request or
200 instructions from another client which is not otherwise required to be disclosed by law.
- 201 3. The Buyer and Seller do not have to consent to dual agency, and
- 202 4. The consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have read
203 and understand their brokerage engagement agreements.
- 204 5. Notwithstanding any provision to the contrary contained herein, Seller and Buyer each hereby direct
205 Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information
206 which could materially and adversely affect their negotiating position unless otherwise prohibited by
207 law.

208 (4) **Material Relationship Disclosure.** *[Required with dual Agency]* The Broker and/or affiliated licensees have
209 no material relationship with either client except as follows: _____ . A material
210 relationship means one of a personal, familial or business nature between the Broker and affiliate licensees and a
211 client which would impair their ability to exercise fair judgment relative to another client.

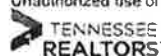
212 Seller Initials _____ Buyer Initials _____

213 C. **Brokerage.** Seller agrees to pay Listing Broker at Closing the compensation specified by separate agreement. The
214 Listing Broker will direct the closing agency/attorney to pay the Selling Broker, from the commission received, an
215 amount, if any, in accordance with the terms and provisions specified by separate agreement. The parties agree and
216 acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All
217 parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed
218 a third party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have the right
219 to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and
220 court costs.

221 13. **Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller
222 or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or
223 assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not
224 be responsible for any of the following, including but not limited to, those matters which could have been revealed through
225 a survey, title search or inspection of the Property; the insurability of the Property or cost to insure the Property; for the
226 condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for
227 any issues arising out of Buyer's failure to physically inspect the Property prior to entering into this Agreement and/or
228 Closing; for building products and construction techniques; for the necessity or cost of any repairs to the Property; for
229 hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or
230 cost of utility, sewer, septic, or community amenities; for proposed or pending condemnation actions involving the
231 Property; for applicable boundaries of school districts or other school information; for the appraised or future value of the
232 Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions and
233 availability of financing; and for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller
234 acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice,
235 representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any
236 claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it
237 has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them,
238 that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the
239 independent expert advice and counsel relative thereto.

240 14. **Destruction of Property Prior to Closing.** If the Property is destroyed or substantially destroyed prior to Closing, Seller
241 shall give Buyer prompt notice thereof, which notice shall include Seller's reasonable estimate of: (1) the cost to restore
242 and repair the damage; (2) the amount of insurance proceeds, if any, available for the same; and (3) whether the damage
243 will be repaired prior to Closing. Upon notice to Seller, Buyer may terminate this Agreement within seven (7) days after
244 receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have accepted

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245 the Property with the damage and shall receive at Closing (1) any insurance proceeds which have been paid to Seller but
246 not yet spent to repair the damage and (2) an assignment of all unpaid insurance proceeds on the claim. Buyer may request
247 in writing, and Seller shall provide within five (5) business days, all documentation necessary to confirm insurance
248 coverage and/or payment or assignment of insurance proceeds.

249 **15. Other Provisions.**

250 **A. Exhibits, Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.** This
251 Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal
252 representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and
253 no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No
254 representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any
255 assignee shall fulfill all the terms and conditions of this Agreement. It is hereby agreed by both Buyer and Seller that
256 any real estate agent working with or representing either party shall not have the authority to bind the Buyer, Seller or
257 any assignee to any contractual agreement unless specifically authorized in writing within this Agreement. The parties
258 hereby authorize either licensee to insert the time and date of the receipt of notice of acceptance of the final offer and
259 further agree to be bound by such as the Binding Agreement Date following the signatory section of this Agreement,
260 or Counter Offer, if applicable.

261 **B. Survival Clause.** Any provision herein contained, which by its nature and effect, is required to be performed after
262 Closing shall survive the Closing and delivery of the deed and shall remain binding upon the parties to this Agreement
263 and shall be fully enforceable thereafter. Notwithstanding the above, the representations and warranties made in
264 Exhibit "D" shall survive the Closing for a period of 180 after the date of
265 Closing.

266 **C. Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property
267 and shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.

268 **D. Time of Essence.** Time is of the essence in this Agreement.

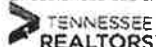
269 **E. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
270 (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate; (3) the feminine
271 shall mean the masculine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to
272 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time is to be
273 determined by the location of the Property. All references to time are deemed to be local time. **In the event a**
274 **performance deadline**, other than the Closing Date (as defined in paragraph six (6) herein), Day of Possession (as
275 defined in paragraph six (6) herein), and Offer Expiration date (as defined in paragraph nineteen (19) herein), occurs
276 on a Saturday, Sunday or legal holiday, the performance deadline shall be extended to the next following business
277 day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any
278 time period under this Agreement, the commencement day shall be the day following the initial date (e.g. Binding
279 Agreement Date).

280 **F. Responsibility to cooperate.** Buyer and Seller agree to timely take such actions and produce, execute, and/or
281 deliver such information and documentation as is reasonably necessary to carry out the responsibilities and
282 obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or
283 erroneous information, the approval of the Closing documents by the parties shall constitute their approval of any
284 differences between this Agreement and the Closing. The Buyer and Seller agree that if requested after Closing they
285 will correct any documents and pay any amounts due where such corrections or payments are appropriate by reason
286 of mistake, clerical errors or omissions, or the result of erroneous information.

287 **G. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in
288 writing and delivered either (1) in person, (2) by a prepaid overnight delivery service, (3) by facsimile transmission
289 (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5)
290 Email. **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of
291 notice by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice
292 to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

293 **H. Remedies.** In the event of a breach of this Agreement, the non-breaching party may pursue all remedies available at
294 law or in equity except where the parties have agreed to arbitrate. Notwithstanding the above, if Buyer breaches
295 Buyer's obligations or warranties herein Seller shall have the option to request that Holder pay the Earnest
296 Money/Trust Money to Seller, which if disbursed to Seller by Holder shall constitute liquidated damages in full
297 settlement of all claims by Seller. Such liquidated damages are agreed to by the parties not to be a penalty and to be
298 a good faith estimate of Seller's actual damages, which damages are difficult to ascertain. In the event that any party
299 hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based

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on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies as a defense in the event of a dispute.

I. Equal Opportunity. This Property is being sold without regard to race, color, sex, religion, handicap, familial status, or national origin.

J. Termination by Buyer. In the event that Buyer legally and properly invokes his right to terminate this Agreement under any of the provisions contained herein, Buyer shall pay the sum of one hundred dollars (\$100.00) to Seller as consideration for Buyer's said right to terminate, the sufficiency and adequacy of which is hereby acknowledged. Earnest Money/Trust Money shall be disbursed according to the terms stated herein.

K. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

L. Construction. This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.

16. Exhibited and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum shall control:

- ☒ Exhibit "A" Legal Description
- ☐ Exhibit "B" Due Diligence Documents
- ☐ Exhibit "C" Addition to Seller's Closing Documents
- ☐ Exhibit "D" Seller's Warranties and Representations

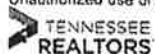
Affidavit of Heirship

17. Special Stipulations. The following Special Stipulations, if conflicting with any preceding paragraph, shall control:
Sale shall close on or before 60-days from execution. Sale shall be subject to Morristown City Council Approval.

☐ (Mark box if additional pages are attached.)

18. Method of Execution. The parties agree that signatures and initials transmitted by a facsimile, other photocopy transmittal, or by transmittal of digital signature as defined by the applicable State or Federal Law will be acceptable and

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352 may be treated as originals and that the final Commercial Purchase and Sale Agreement containing all signatures and
353 initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital
354 signature as defined by the applicable State or Federal Law.

355 **19. Time Limit of Offer.** This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not
356 countered or accepted by 5 o'clock ☐ a.m./ ☒ p.m. local time on the 12 day of Feb,
357 2019.

358 **LEGAL DOCUMENTS:** This is an important legal document creating valuable rights and obligations. If you have any
359 questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is
360 authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

361 **NOTE:** Any provisions of this Agreement which are preceded by a box "□" must be marked to be a part of this
362 Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have
363 received a copy of this Agreement.

364 Buyer hereby makes this offer.

365	BUYER	BUYER
366	By: <u>[Signature]</u>	By: _____
367	Title: <u>CITY ADMINISTRATOR</u>	Title: _____
368	Entity: <u>CITY OF MORRISTOWN</u>	Entity: _____
369	<u>Feb 6 2019</u> at <u>3</u> o'clock <input type="checkbox"/> am/ <input checked="" type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
370	Offer Date	Offer Date

372 Seller hereby:

373 ☐ ACCEPTS – accepts this offer.

374 ☒ COUNTERS – accepts this offer subject to the attached Counter Offer(s).

375 ☐ REJECTS this offer and makes no counter offer.

376	AuthentiSign <u>Jessie Brooks</u>	AuthentiSign <u>Darla Orrick</u>
377	SENDER: 10:15 PM EST	SENDER: 8:20 PM EST
378	By: _____	By: _____
379	Title: _____	Title: _____
380	Entity: _____	Entity: _____
381	<u>02/07/2019</u> at <u>9:19 PM</u> o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	<u>02/08/2019</u> at <u>8:20 PM</u> o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
382	Date	Date

383 **Binding Agreement Date.** This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date")
384 the last offeror, or licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was
385 received by _____ on _____ at _____ o'clock ☐ am/ ☐ pm

For Information Purposes Only:

RE/MAX Real Estate Ten	LeBel Commercial Realty
Listing Company	Selling Company
Carla Cullip	Paul M. LeBel
Independent Licensee	Independent Licensee
moovingre@gmail.com	paullebel@yahoo.com
Licensee Email	Licensee Email

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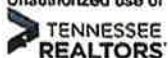
ADDITIONAL SIGNATURE BLOCKS FOR COMMERCIAL AGREEMENTS

1	The party(ies) below have signed and acknowledge receipt of a copy.	
2		
3	BUYER/TENANT	BUYER/TENANT
4	By: _____	By: _____
5	Title: _____	Title: _____
6	Entity: _____	Entity: _____
7	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
8	Date	Date
9	_____	_____
10	Address	Address
11	Phone: _____ (H) _____ (Cell)	Phone: _____ (H) _____ (Cell)
12	_____ (W) Email: _____	_____ (W) Email: _____

13	The party(ies) below have signed and acknowledge receipt of a copy.	
14		
15	SELLER/LANDLORD	SELLER/LANDLORD
16	By: _____	By: _____
17	Title: _____	Title: _____
18	Entity: _____	Entity: _____
19	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
20	Date	Date
21	_____	_____
22	Address	Address
23	Phone: _____ (H) _____ (Cell)	Phone: _____ (H) _____ (Cell)
24	_____ (W) Email: _____	_____ (W) Email: _____

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**COUNTER OFFER # 1 TO
COMMERCIAL PURCHASE AND SALE AGREEMENT**

This is a Counter Offer from ☒ Seller to Buyer OR ☐ Buyer to Seller
The undersigned agree to and accept the Commercial Purchase and Sale Agreement with an offer date of
02/07/19 for the purchase of real property commonly known as:

402 Rosedale Morristown TN 37813

Address, City, State, Zip

With the following exceptions:

Buyer to pay all Title company closing fees.

Buyer may have inspection but property is sold in "AS IS" condition.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL ATTACHED COMMERCIAL PURCHASE AND SALE AGREEMENT ARE ACCEPTABLE TO THE UNDERSIGNED. ALL TERMS AND CONDITIONS PROPOSED IN PREVIOUS COUNTER OFFERS, IF ANY, ARE NOT INCLUDED IN THIS COUNTER OFFER UNLESS RESTATED HEREIN.

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50 This Counter Offer form will not be a part of the Commercial Purchase and Sale Agreement and be binding until
 51 accepted and signed by all parties.
 52 Until notice of acceptance is delivered this offer may be revoked at any time with notice, and the Property may be sold to any
 53 other party.
 54 Time Limit of Offer: This Offer may be withdrawn at any time before acceptance with notice. Offer terminates if not accepted
 55 by 5 o'clock ☐ am/ ☒ pm, local time, on the 12th day of February, 2019.

56	Authenticsign <u>Jessie Brooks</u> SELLER/BUYER (Party making counter offer)	Authenticsign <u>Darla Orrick</u> SELLER/BUYER (Party making counter offer)
57	By: _____	By: _____
58	Title: _____	Title: _____
59	Entity: _____	Entity: _____
60	02/07/2019 at 9:19 PM o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	02/08/2019 at 8:20 PM o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
61	Date	Date
62		

63	The undersigned has received and:	
64	<input checked="" type="checkbox"/> ACCEPTS – accepts this counter offer.	
65	<input type="checkbox"/> REJECTS this counter offer	
66	<input type="checkbox"/> COUNTERED this offer with Counter Offer # _____.	
67		
68	Seller/Buyer (Responding Party)	Seller/Buyer (Responding Party)
69	By: <u>A.W. [Signature]</u>	By: _____
70	Title: <u>City Administrator</u>	Title: _____
71	Entity: <u>City of Morristown</u>	Entity: _____
72	at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
73	Date	Date

74 Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date")
 75 the last offeror, or licensee of offeror, receives notice of offeror's acceptance. Notice of acceptance of the final offer was
 76 received by [Signature] on 2/12/19 at 10 o'clock ☒ am/ ☐ pm

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

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 CF651 – Counter Offer to Commercial Purchase and Sale Agreement, Page 2 of 2

InstantFORMS

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Morristown City Council Agenda Item Summary

Date: February 12, 2019

Agenda Item: Approval of Bid – Uniforms

Prepared by: Joey Barnard

Background/History: The Morristown Parks and Recreation department provides athletic supplies for both youth and adult recreational sports. Bids were received for a variety of recreational jerseys and hats. The Department also began providing uniforms for employees in Fiscal Year 2017, in an effort to ensure the best price, employee uniforms were also bid again this year.

The Public Works Department began providing uniforms for employees to self-laundry in Fiscal Year 2017. Public Works employees were given two sets of four (4) uniforms following the last bid. Bids received this year provide pricing that will allow employees to receive four (4) new sets of uniforms per year to replace damaged and worn clothing.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on January 24, 2019 and on January 27, 2019. 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 10:00 AM on Thursday, February 7, 2019. We received two (2) responses.

Financial Impact: Funds have been appropriated for uniforms for the Public Works and Parks and Recreation Departments. Also, the Parks and Recreation Department appropriates funds annually for the purchase of jerseys and hats for youth and adult recreational sports.

Action options/Recommendations: It is staffs' recommendation to accept the lowest and best bid from BK Graphics for uniforms for the Public Works Department; and the best and lowest bid from BSN Sports for uniforms for the Parks and Recreation Department.

Attachments: Copy of Bid Tabulation

City of Morristown
Uniform Bid
Thursday, February 7, 2019 10:00 A.M.

Bidder	BK Graphics				BSN Sports	
	S-XL	2X	3X-4X	S-XL	2X-4X	
Parks & Rec Tops						
Augusta 790/791 Short Sleeve T-Shirts - Wicking or Moisture Management (youth and adult) - Boys Sr., Jr., Little, and Minor League - Screen printed on front, number on back	\$ 7.85	\$ 9.85	\$ 10.85	\$ 8.25	\$ 8.25	8.25
Augusta 1790/1791 Short Sleeveless T-Shirts - Wicking or Moisture Management (youth and adult) - Girls Sr., Jr., Little, and Minor League - Screen printed on front, number on back	\$ 7.85	\$ 9.85	\$ 10.85	\$ 8.75	\$ 8.75	8.75
Hanes or Gildan Short Sleeve T-Shirts (youth and adult) - Girls and boys Challenger League - Screen printed on front, number on back	\$ 6.95	\$ 8.95	\$ 9.95	\$ 7.65	\$ 7.65	7.65
Hanes or Gildan Short Sleeve T-Shirts (youth and adult) - Girls and boys Tee Ball and Coach Pitch - Screen printed on front, number on back	\$ 6.95	\$ 8.95	\$ 9.95	\$ 6.75	\$ 6.75	6.75
August 360/361 Short Sleeve T-Shirts - Wicking or Moisture Management (youth and adult) - Boys All Stars - Screen printed on front, number on back	\$ 13.97	\$ 15.97	\$ 16.97	\$ 8.65	\$ 8.65	8.65
Augusta 525/526 Sleeveless T-Shirts - Wicking or Moisture Management (youth and adult) - Girls All Stars - Screen printed on front, number on back	\$ 16.95	\$ 18.95	\$ 19.95	\$ 9.50	\$ 9.50	9.50
Short Sleeve 50/50 T-Shirts Two Color League Champion on front chest - parks & Rec. Logo printed on sleeve.	\$ 3.95	\$ 5.95	\$ 6.95	\$ 7.25	\$ 7.25	7.25
Light Blue 50/50 Umpire T-Shirt with umpire screened across front	\$ 3.95	\$ 5.95	\$ 6.95	\$ 5.35	\$ 5.35	5.35
Red 50/50 Volleyball Official T-Shirt with logo on front left chest	\$ 4.95	\$ 6.95	\$ 7.95	\$ 5.35	\$ 5.35	5.35
Staff Tops	S-XL	2X-4X		S-XL	2X-4X	
Short Sleeve T-Shirts - Parks & Rec three-color Logo screened on left front Chest - 100 % cotton	\$ 6.74	\$ 8.74	\$ 9.74	\$ 6.80	\$ 6.80	6.80

Long Sleeve T-Shirts - Parks and Rec three-color logo screened on left front chest - 100% cotton	\$	9.74	\$	11.74	\$	12.74	\$	9.95	\$	9.95
Port Authority Polo Shirts with Parks and Rec embroidered on left front chest - Ladies and Mens sizes	\$	29.68	\$	31.68	\$	32.68	\$	28.50	\$	28.50
ALTERNATE POLO SHIRT BID: Paragon 100/104	\$	19.97	\$	21.97	\$	22.97				
Parks and Rec - Caps										
QC Sports MLB-400 Team Caps (youth and adult) - MLB replica style for minor and little leagues. Colors to match jerseys - Team logo screened on front - No cord on cap	\$					11.95	\$			10.20
QC Sports MLB-300 Team Caps (youth and adult sizes) MLB replica style for tee-ball and Coach Pitch. Colors to match jerseys. Team logo screened on front. No cord on cap.	\$					9.95	\$			7.85
Richardson 172 or R70 Team Caps (youth and adult sized) All Stars Caps -- mesh with flex fit. Colors to match Jerseys. Team logo screened on front. No cord on cap.		R172: \$13.99		R70: \$11.98						13.35
Outdoor JMW100 Mesh visor with monogram "M" for girls All Star teams	\$					8.97	\$			7.75
Long Bill Umpire Hats Navy Umpire Hats - one size fits all	\$					8.74	\$			7.25
Parks and Rec - Staff Caps										
Richardson Cap 514R with Parks and Recreation Logo embroidered on front panel -- Sizes vary from small -- XL	\$					14.85				12.75
Mesh Back Trucker Hat with Parks and Recreation Logo embroidered on front panel -- Sizes vary from small -- XL	\$					9.43				8.4
Black Toboggans with logo embroidered	\$					8.89				8.4

City of Morristown
Uniform Bid
Thursday, February 7, 2019 10:00 A.M.

Bidder	BK Graphics				BSN Sports		
	S-XL	2X	3X-4X		S-XL	2X-4X	
Public Works							
Dickies LS535DS	\$ 18.95	\$ 20.95	\$ 21.95	\$	24.50	\$	26.50
Dickies LS535NV	\$ 18.95	\$ 20.95	\$ 21.95	\$	24.50	\$	26.50
Gildan Men's Workwear Pocket T- Navy	\$ 7.95	\$ 9.95	\$ 10.95	\$	10.35	\$	13.00
Gildan Men's Workwear Pocket T- Grey	\$ 7.95	\$ 9.95	\$ 10.95	\$	10.35	\$	13.00
Gildan Classic Performance T-Shirt – Navy	\$ 6.50	\$ 8.50	\$ 9.50	\$	9.25	\$	11.35
Gildan Classic Performance T-Shirt – Grey	\$ 6.50	\$ 8.50	\$ 9.50	\$	9.25	\$	11.35
Dickies LL535DS	\$ 21.95	\$ 23.95	\$ 24.95	\$	26.95	\$	29.30
Dickies LL535NV	\$ 21.95	\$ 23.95	\$ 24.95	\$	26.95	\$	29.30
Berne Heavyweight Pocket T-Shirt Long Sleeve - Navy	\$ 10.90	\$ 12.90	\$ 13.90	\$	18.60	\$	20.25
Berne Heavyweight Pocket T-Shirt Long Sleeve - Grey	\$ 10.90	\$ 12.90	\$ 13.90	\$	18.60	\$	20.25
Berne Original Hooded Sweatshirt - Thermal Lined - Navy	\$ 34.95	\$ 42.95	\$ 43.95	\$	51.25	\$	60.00
Berne Insulated Bib Overall - Quilt Lined - Legged zippers from hip to bottom of leg - Reinforced double knees - Brown Duck	\$ 69.95	\$ 71.95	\$ 72.95	\$	No Bid	No Bid	
Berne Original Chore Coat - Quilt Lined - Embroidered with white thread - Brown Duck	\$ 59.95	\$ 61.95	\$ 62.95	\$	91.00	\$	101.00

Long Sleeve Poly/Cotton Poplin blend button-down work shirt – blue denim	\$	21.79	\$	23.79	\$	24.79	\$	25.50	\$	27.50
Short Sleeve Poly/Cotton Poplin blend button-down work shirt	\$	18.79	\$	20.79	\$	21.79	\$	25.50	\$	27.50
Public Works Bottoms		30-42 Waist		44 + Waist				30-42 Waist		44 + Waist
Dickies Industrial Relaxed Fit Straight Leg Multi-Use Pocket Pant - Desert Sand	\$	38.97	\$			41.97	\$	23.90	\$	26.25
Berne Relaxed Fit Straight Leg Ripstop Carpenter Pant – Putty	\$	58.75	\$			61.00	No Bid	No Bid	No Bid	
Softwill Poly/Cotton blend Flat Front Pant	\$	21.97	\$			24.97	No Bid	No Bid	No Bid	



Morristown City Council Agenda Item Summary

Date: February 12, 2019

Agenda Item: Approval of Request for Proposal – Food and Beverage Concessions

Prepared by: Joey Barnard

Subject: Food and Beverage Concessions

Background/History: The Morristown Parks and Recreation Department leads several community sports including baseball, softball, soccer, etc. Parks and Recreation enhances these programs by contracting with a vendor to provide concessions for those that are participating or attending the games. The selected vendor will provide concessions for a term of three (3) years.

Findings/Current Activity: The Request for Proposal was advertised in the *Citizen Tribune* on January 25, 2019 and on January 27, 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 Wednesday, February 13, 2019. We received one (1) response.

Financial Impact: Approval of the proposal will have a positive financial impact for the City of Morristown. The City will receive three (3) percent of gross sales from this service that is to be paid quarterly.

Action options/Recommendations: It is staffs' recommendation to approve the request for proposal submitted by Population Health and Sports Technology Centers, Inc. (PHAST Centers) and to allow Tony Cox, City Administrator to enter into contract negotiations.

Attachments: None.

Industrial Development Board of The City of

Morristown

P.O. Box 9 • 825 West First North St. • Morristown, TN 37815 • Ph. 423-586-6382

February 12, 2019

Mr. Tony Cox
City of Morristown
P. O. Box 1499
Morristown, TN 37816

Dear Tony:

At a called meeting of the Industrial Development Board of the City of Morristown on February 12, 2019, the Board reviewed a request from Project White Bear to purchase a parcel of land, identified on the attached map as Lot 8 in the *East Tennessee Progress Center*. Actual acreage of the site will need to be determined by a survey. Project White Bear will represent an approximately \$30 million investment and 100 new jobs over the next 5 years.

The Industrial Development Board recommends the sale of this land to Project White Bear by City Council at an agreed upon purchase price of \$12,000 per acre.

If you have any questions, please don't hesitate to call.

Sincerely,



Marshall Ramsey
Secretary

MR/jb

Cc: Mr. Joey Barnard

LEGEND

Lot

1 -	14.9 Acres +/- 60,000 SF Phase 1 40,000 SF Expansion	10 -	28.2 Acres +/- 150,000 SF
2 -	102.5 Acres +/- 500,000 SF	11 -	43.3 Acres +/- 200,000 SF
3 -	120.5 Acres +/- 650,000 SF	12 -	84.5 Acres +/- 1,000,000 SF
4 -	36.3 Acres +/- 250,000 SF	13 -	57.2 Acres +/- 350,000 SF Phase 1 160,000 SF Expansion
5 -	6.7 Acres +/- 25,000 SF	14 -	17.0 Acres +/- 40,000 SF Phase 1 40,000 SF Expansion
6 -	19.1 Acres +/- 50,000 SF	15 -	33.1 Acres +/- 100,000 SF
7 -	10.9 Acres +/- 25,000 SF	16 -	20.4 Acres +/- 60,000 SF Phase 1 85,000 SF Expansion
8 -	26.4 Acres +/- 250,000 SF Phase 1 150,000 SF Expansion	17 -	58.8 Acres +/- 250,000 SF Certified Data Center Site
9 -	13.5 Acres +/- 60,000 SF Phase 1 60,000 SF Expansion		



CONCEPTUAL MASTER PLAN

EAST TENNESSEE PROGRESS CENTER
HAMBLEN AND JEFFERSON COUNTIES, TENNESSEE

Updated September 2017 en:

THE VALLEY
WORKS

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GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date February 26, 2019	End Date February 25, 2021	Agency Tracking # 33007-25519	Edison ID		
Grantee Legal Entity Name City of Morristown			Edison Vendor ID 4108		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # Grantee's fiscal year end 06/30			
Service Caption (one line only) Site Development Grant Program.					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2019	\$1,000,000.00				\$1,000,000.00
TOTAL:	\$1,000,000.00				\$1,000,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Grantees are selected in strict accordance with a pre-defined, competitive or impartial process described in the Delegated Grant Authority for this program.			
<input type="checkbox"/> Non-competitive Selection					
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.				CPO USE - GG	
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
AND
CITY OF MORRISTOWN**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Economic and Community Development, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Morristown, hereinafter referred to as the "Grantee," is for the provision of improvements under the Site Development Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4108

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall utilize funds for the following site improvements as more specifically described in Attachment A, Detailed Scope of Services:
- | | | |
|---|--|--|
| <input type="checkbox"/> Drainage Improvements | <input type="checkbox"/> Electrical Improvements | <input type="checkbox"/> Gas Line Improvements |
| <input type="checkbox"/> Railway Improvements | <input type="checkbox"/> Roadway Improvements | <input type="checkbox"/> Sewer Improvements |
| <input checked="" type="checkbox"/> Site Improvements | <input type="checkbox"/> Water Improvements | <input type="checkbox"/> Property Acquisition |
| <input type="checkbox"/> Signage | <input type="checkbox"/> Telecommunication Improvements | |
| <input type="checkbox"/> Building Improvements | <input type="checkbox"/> Due Diligence & Engineering Studies | |

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on February 26, 2019 ("Effective Date") and ending on February 25, 2021, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million Dollars and No Cents (\$1,000,000.00) ("Maximum Liability"). The Grant Budget attached and incorporated as Attachment B is the maximum amount due 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.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

ECD.Invoices@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Economic and Community Development, Site Development Grant Program.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

- a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
 - b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
 - c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement

under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

- e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the 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).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the 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).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee 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 undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of 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, the entering into of 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 this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Leanne Cox, Site Development Director
Department of Economic and Community Development
312 Rosa L. Parks Avenue, 27th Floor
Nashville, Tennessee 37243
Leanne.Cox@tn.gov
Telephone # 615-253-1865

The Grantee:

Joey Barnard, Assistant City Administrator
City of Morristown
100 W. First North Street
Morristown, TN 37814
jbarnard@mymorristown.com
Telephone # 423-581-0100

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee 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 Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. Reserved.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") 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.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor 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.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall

comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. 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.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. 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.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of

federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.3. Project Overrun. If there is a project overrun, it is the responsibility of the Grantee to pay any costs associated with the project overrun.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:



GRANTEE SIGNATURE

2/8/19

DATE

THE HONORABLE GARY CHESNEY, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

ROBERT O. ROLFE, COMMISSIONER

DATE

DETAILED SCOPE OF SERVICES

Category	Detail
Site Improvements	The Grantee shall utilize grant funds to grade a one million square foot building site for the East Tennessee Progress Center.

GRANT BUDGET			
GRANT CONTRACT #:			
GRANTEE NAME: City of Morristown			
GRANTEE CONTACT : Joey Barnard, jbarnd@mymorristown.com			
PROGRAM AREA: SITE DEVELOPMENT GRANT PROGRAM			
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following			
Applicable Period: BEGIN: February 26, 2019 END: February 25, 2021			
EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
Construction	\$1,000,000.00	\$1,874,638.00	\$2,874,638.00
Construction Inspection	\$0.00	\$75,000.00	\$75,000.00
Engineering Design	\$0.00	\$193,000.00	\$193,000.00
Engineering (other than design) ²	\$0.00	\$0.00	\$0.00
Legal Services	\$0.00	\$0.00	\$0.00
Appraisals	\$0.00	\$0.00	\$0.00
Acquisition of Property/Capital Purchase ²	\$0.00	\$0.00	\$0.00
Professional Fee (Other) ²	\$0.00	\$0.00	\$0.00
Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
Project Contingency (for potential project costs exceeding the total budget amount in line items above)	\$0.00	\$287,464.00	\$287,464.00
GRAND TOTAL	\$1,000,000.00	\$2,430,102.00	\$3,430,102.00

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.state.tn.us/finance/act/documents/policy3.pdf>).

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

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE	AMOUNT
N/A	\$0.00
TOTAL	\$0.00

OTHER NON-PERSONNEL	AMOUNT
N/A	\$0.00
TOTAL	\$0.00

ACQUISITION OF PROPERTY/CAPITAL PURCHASE	AMOUNT
N/A	\$0.00
TOTAL	\$0.00

ENGINEERING (OTHER THAN DESIGN)	AMOUNT
N/A	\$0.00
TOTAL	\$0.00

ATTACHMENT C

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4108

Is City of Morristown a parent? Yes ☒ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Morristown a child? Yes ☐ No ☒

If yes, complete the fields below.

Parent entity's name: City of Morristown

Parent entity's tax identification number: 62-6000369

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: Jay Barnard

Address: 100 W. First North Street, Morristown, TN 37814

Phone number: 423.585.4614

Email address: jbarnde@mymorristown.com

Parent entity's Edison Vendor ID number, if applicable: # 4108



Morristown City Council Agenda Item Summary

Date: February 13, 2019

Agenda Item: Surplus Inventory

Prepared by: Joey Barnard

Subject: Approval to declare inventory items as surplus

Background/History: The Morristown Police Department has accumulated several items in inventory that have been stored at the Dice Street location. These items can no longer be utilized, and the City of Morristown wishes to declare these items as surplus. This storage location has been cleaned out in preparation for the expansion of the Tennessee College of Applied Technology that will take over the property. Also, the City of Morristown wishes to donate vehicle seats to Walter State Community College from the surplus inventory list and from surplus Police vehicles that are currently stored at Roy Widener. The college will use these seats to update existing test cars that are used in their Defensive and Tactical Driver Training Programs.

Financial Impact: It is the goal to acquire the maximum dollar amount in the most efficient manner.

Action options/Recommendations: The City of Morristown is seeking approval to declare inventory items as surplus and to sell these items via GovDeals, an online auction website. Additionally, vehicle seating will be donated to Walter State Community College upon approval.

Attachments: Inventory List.

Morristown Police Department Surplus Inventory List

Item	Quantity
Police Light Bar	27
Inside Door Cover	14
Dodge Charger Jack	21
Dodge Charger Mount Plate	32
Crown Vic K-9 Police Cage	4
Crown Vic Police Cage	4
Ford Explorer Police Cage	2
Ford Expedition Police Cage	2
Interior Seat Pieces (mainly SUV)	13
Radar Unit	26
Mag Light	30
Mag Light Charger Mount	27
All Purpose Light	1
Gun Rack for Crown Vic	4
Hub Cap for Crown Vic	12
Center Cap for Crown Vic	17

*emailed M Foster.
1/23/19 @ 5:20 p.m.*

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 _____ day of _____, 20____, by and between Petoskey Plastics, 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 5725 Commerce Blvd.
Map 054, Parcel 061 as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)
Hamblen County, TN, Deed Book 721 Page 376, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as Lot 32; MAID
(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:

Petoskey Plashes, Inc.
Company/Corporation/Partnership Name (Seal)

By: Susanne K. Maskaluk, CORPORATE TREASURER.

SUSANNE K. MASKALUK
(Type Name)

CORPORATE TREASURER
(Type Title)

State of Michigan

County of Emmet

The foregoing Agreement was acknowledged before me this 24th day of January, 2019,

by Marilyn K. Cummings

[Signature]
Notary Public

My Commission Expires April 28, 2024

MARILYN K. CUMMINGS - NOTARY PUBLIC

County of
Emmet



State of
Michigan

MY COMMISSION EXPIRES: APRIL 28, 2024
ACTING IN THE COUNTY OF

Approved as to form:

[Signature] 2-5-19
City Attorney Date

Approved by the City:

Mayor Date



January 23, 2019

The Honorable Gary Chesney
Mayor, City of Morristown
P. O. Box 1499
Morristown, TN 37816-1499

Dear Mayor Chesney:

There is a vacancy on The Industrial Development Board of the City of Morristown. Mr. Tim Coley submitted his resignation due to changes in his employment.

In accordance with TN Code Annotated 7-53-301, the Morristown Area Chamber of Commerce submits the following nominee to serve for the remainder of this six-year term (July 1, 2014 to June 30, 2020):

Mr. David Purkey

We believe this nominee will bring a strong amount of dedication and consciousness to the Board, and appreciate your consideration.

Sincerely,

Keith Andrews
2019 Board Chairman

KA/jb

Cc: Mr. R. Jack Fishman
Mr. Tony Cox

IN THE MOUNTAINS BETWEEN THE LAKES

825 W. First North Street • P.O. Box 9 • Morristown, TN 37815

423-586-6382 • fax: 423-586-6576

www.morristownchamber.com

[Return to Agenda](#)