

WORK SESSION

July 2, 2019

4:00 p.m.

1. Agenda Review

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
July 2, 2019
5:00 p.m.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Mark Campbell, Chaplain Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. June 18, 2019

6. PROCLAMATIONS/PRESENTATIONS

1. Proclamation honoring Nancy Burnett, Morristown-Hamblen Library Board
2. Presentation of Tennessee Municipal League (TML) Municipal Achievement Award – Excellence in Governance

**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. 3634

An Ordinance of the City of Morristown, Tennessee, to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 032034 02100, currently addressed as 570 Thompson Creek RD, from IB (Intermediate Business District) to R3 (High Density Residential District).

9. NEW BUSINESS

9-a. Resolutions

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 3, Chapter 2, (Section 3-204 Substitute Municipal Judge) of the Morristown Municipal Code
{Public Hearing July 16, 2019}
2. Ordinance No. _____
Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 8, Chapter 1, Liquor Stores (Section 107 (1)Hours of Sales, (2)Sales on Holidays, (9)Public Display and Public Drinking Prohibited) and (Section 112 Certificate of Compliance) of the Morristown Municipal Code.
{Public Hearing July 16, 2019}
3. Ordinance No. _____
Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 8, Chapter 4, Wine in Grocery Stores of the Morristown Municipal Code (Section 408 (1)Hours of Sales, (2)Sales on Holidays, (9)Public Display, and Public Drinking Prohibited)
{Public Hearing July 16, 2019}
4. Ordinance No. _____
Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 8, Chapter 2, of the Morristown Municipal Code (Section 201 Definitions Craft Beer Enterprises) and (Section 209 On and Off Premise Permit Microbreweries).
{Public Hearing July 16, 2019}

9-c. Awarding of Bids/Contracts

1. Approval of Three (3) Year contract between the City of Morristown and CLEAR (West Publishing Corporation) for subscription services for Investigation Software for the Morristown Police Department.
2. Approval to proceed with amending the contract with Redflex Group and allow City Administrator Tony Cox to enter into contract negotiations.
3. Approval of Contract with Lawnman Lawncare for maintenance services as necessary for Codes Enforcement.
4. Approval of Bid to Best and Lowest Bidder for Turnout Gear for the Fire Department.
5. Approval of Geographic Information System (GIS) Software License Agreement with ESRI Inc. in the amount of \$50,000.

9-d. Board/Commission Appointments

1. City Council appointment to the Morristown-Hamblen Library Board for a three-year term expiring July 1, 2022; term expiring Nancy Burnett
2. City Council appointment to the Morristown Regional Airport Commission to fill the unexpired term of Louis "Doe" Jarvis; term to expire August 31, 2021.

9-e. New Issues

1. Approval of Certificate of Compliance for Gauri J. Patel for a retail package store renewal licensure, store located at 1506 South Cumberland Street, DBA The Package Store

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

City Council Meeting/Holiday Schedule:

July 4, 2019	Thursday		City Employee's Holiday Independence Day
July 16, 2019	Tuesday	3:45 p.m.	Finance Committee Meeting
July 16, 2019	Tuesday	4:15 p.m.	Work Session – Council Agenda Review
July 16, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 6, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 6, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 20, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 2, 2019	Monday		City Employee's Holiday Labor Day
September 3, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 3, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 17, 2019	Tuesday	3:45 p.m.	Finance Committee Meeting
September 17, 2019	Tuesday	4:15 p.m.	Work Session – Council Agenda Review
September 17, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 1, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 1, 2019	Tuesday	5:00 p.m.	Regular city Council Meeting with Work Session
October 15, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 15, 2019	Tuesday	5:00 p.m.	Regular city Council Meeting with Work Session
November 5, 2019	Tuesday	4:00 p.m.	Work Session - Council Agenda Review
November 5, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

WORK SESSION AGENDA

July 2, 2019

1. TCAT
2. Heritage Park

**STATE OF TENNESSEE
COUNTY OF HAMBLEN
CORPORATION OF MORRISTOWN
JUNE 18, 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, June 18, 2019, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present; Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith.

Robert Montgomery, Chaplain, Morristown Fire Department led in the invocation and Councilmember Al A'Hearn led the "Pledge of Allegiance".

Councilmember Senter made a motion to approve the June 4, 2019 minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Ordinance No. 3633; The following people spoke; Nigel Reid, Jim Price and Linda Noe.

Councilmember Pedigo made a motion to approve Ordinance No. 3633 on second and final reading. Councilmember Smith seconded the motion and upon roll call; Councilmember Al A'Hearn, Tommy Pedigo, Kay Senter, Ken Smith and Mayor Chesney voted "aye", Councilmember Bivens and Garrett voted no.

Ordinance 3633

An Ordinance of the City of Morristown, Tennessee, Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2019 and ending June 30, 2020.

A Public Hearing was held relating to Ordinance No. 3611.06; no one spoke.

Councilmember Senter made a motion to approve Ordinance No. 3611.06 on second and final reading. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance 3611.06

An Ordinance of the City of Morristown, Tennessee Annual Budget for Fiscal Year 2018-2019 and to appropriate an additional \$1,312,084. The additional appropriation includes \$12,984 for the Jag Grant; \$25,000 for Dog Park Grant; \$185,000 for additional Hotel/Motel Tax; transfer of funds in the amount \$3,289,100 to the General Capital Projects Fund for previously approved contracts on projects:

Heritage Park, City Center Plaza, and matching funds for Economic Development, and to decrease appropriations in the amount \$2,200,000 in relation to the timing of TDOT projects for West AJ Highway and the Airport

A Public Hearing was held relating to Ordinance No. 3611.07; no one spoke.

Councilmember Smith made a motion to approve Ordinance No. 3611.07 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3611.07

To Amend Ordinance Number 3611, the City of Morristown, Tennessee Annual Budget for Fiscal Year 2018-2019 and to appropriate funds necessary to cover the costs of Capital Projects in the amount \$494,415. This is necessary due to the timing of projects

Councilmember Senter made a motion to continue the Public Hearing for Ordinance 3632 to the July 16, 2019, City Council Meeting. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

**Ordinance No. 3632 – {Continued until July 16, 2019 Meeting}
An Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown, Tennessee. Annexation of property identified as being located in the fourth civil district of Hamblen County, having Hamblen County Tax Parcel ID #034 031.00 which contains approximately 23.5 acres more or less.**

Councilmember Smith made a motion to continue the Public Hearing for Resolution 08-19 to the July 16, 2019, City Council Meeting. Councilmember A'Hearn seconded the motion and upon roll call; all voted “aye”.

**Resolution 08-19 - {Continued until July 16, 2019 Meeting}
A Resolution Adopting a Plan of Services for the Annexation of Property identified as being located in the fourth civil district of Hamblen County, having Hamblen County Tax Parcel ID #034 031.00 shown as the John and Muriel Arnold Property survey of which is found in Plat Cabinet A Slide A94.**

Councilmember Senter made a motion to approve Resolution 09-19. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Resolution 09-19.

A Resolution of the City Council of Morristown, Tennessee Authorizing the Disbursement to the Alps, Boys & Girls Club of Morristown Inc., Cease Inc., The Child Advocacy Center, Girls Inc., Helping Hands Clinic Inc., KMHB, MATS, M-H Child Care Centers, Rose Center, Senior Citizens Center, Senior Citizens Home Assistance Service, Stepping Out, Helen Ross McNabb Center, Boys & Girls Club Swim Team, Project Graduation, Morristown's Task Force On Diversity, Morristown-Hamblen Imagination Library Advisory Council, Economic Development, Crockett Tavern, and of those funds allocated to these Non-Profit Charitable and Civic Organizations in the City of Morristown's 2019/2020 Fiscal Year Budget.

WHEREAS, as a part of its annual budget process the City of Morristown allocates to be disbursed to deserving non-profit charitable and civic organizations; and,

WHEREAS, as a part of the City of Morristown's budget adopted for the 2019/2020 fiscal year three hundred thirty thousand dollars (\$330,000) were allocated to be disbursed to the ALPS, Boys & Girls Club of Morristown Inc., CEASE Inc., the Child Advocacy Center, Girls Inc., Helping Hands Clinic, Inc., KMHB, MATS, Morristown-Hamblen Child Care Centers, Rose Center, Senior Citizens Center, Senior Citizens Home Assistance Service, Stepping Out, Helen Ross McNabb Center, Boys & Girls Club Swim Team, Project Graduation, Morristown's Task Force On Diversity, Morristown-Hamblen Imagination Library Advisory Council, Economic Development, and Crockett Tavern; and,

WHEREAS, the City of Morristown in accordance with Tennessee Code Annotated 6-54-111 does hereby pass this Resolution authorizing the disbursement to these non-profit charitable and civic organizations of the funds appropriated and budgeted for their use and benefit in the City of Morristown's 2019/2020 fiscal year budget; and,

WHEREAS, it is in the best interest and welfare of the citizens and residents of the City of Morristown that this Resolution shall be passed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morristown, Tennessee, meeting in regular session on this the 18th day of June, 2019, with a lawful quorum of said Council being present and with a majority of said Council voting in the affirmative as follows:

1. That the three hundred thirty thousand dollars (\$330,000) appropriated

and budgeted by the City of Morristown Council in its 2019/2020 fiscal year budget for the use and benefit of deserving non-profit charitable and civic organizations shall be disbursed and is authorized to be disbursed as follows:

ALPS	\$ 13,000
Boys & Girls Club of Morristown, Inc.	16,500
CEASE, Inc.	18,000
The Child Advocacy Center	1,000
Girls Inc.	15,000
Helping Hands Clinic, Inc.	7,125
KMHB	19,950
MATS	8,000
Morristown-Hamblen Child Care Centers	23,925
Rose Center	13,000
Senior Citizens Center	48,625
Senior Citizens Home Assistance Service	5,000
Stepping Out	5,000
Helen Ross McNabb Center	32,875
Boys & Girls Club Swim Team	10,000
Project Graduation	1,000
Morristown's Task Force on Diversity	7,000
M-H Imagination Library Advisory Council	5,000
Economic Development	71,500
Crockett Tavern	8,500
	<u>\$ 330,000</u>

2. This Resolution shall be effective from and after its adoption.

PASSED on the 18th day of June, 2019.

Mayor

ATTEST:

City Administrator/Recorder

Councilmember Bivens made a motion to approve Ordinance No. 3634 on first reading and schedule a public hearing relative to final passage of said ordinance for July 2, 2019. Councilmember Smith seconded the motion and upon rollcall; all voted “aye”

Ordinance No. 3634

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 032034 02100, currently addressed as 570 Thompson Creek RD, from IB (Intermediate Business District) to R3 (High Density Residential District).

Councilmember Senter made a motion to approve Change Order No. 2 for Petoskey Plastics – Site Improvements Phase II increasing the contract time by One Hundred Thirty-Five (135) days. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve Change Order No. 1 for Petoskey Plastics – Site Improvements Phase III to reduce the contract amount by \$152,440 due to the removal of parking lot paving and sidewalk concrete and to increase contract time by Thirty (30) days. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the contract with East Tennessee Development District to provide Grant Administrative Services for the VanHool FastTrack Infrastructure Development Program Project in the amount of \$15,000. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to accept the bid submitted by Municipal Equipment for the purchase of a Leaf Truck for the Public Works Department in the amount of \$182,885. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to accept the bid submitted by Miracle Software Systems, Inc. for a one-year subscription service of Microsoft Office 365 for a total amount of \$15,810. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve the Request for Proposal (RFP) for Property Maintenance submitted by Lawman Lawncare, LLC and to allow Tony Cox, City Administrator to enter into contract negotiations based on the terms presented in the RFP. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve the Interlocal Cooperation Agreement for Planning Advisor between the City of Morristown and Hamblen County. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Interlocal Cooperation Agreement for Mosquito Spraying between the City of Morristown and Hamblen County. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

City Administrator Tony Cox introduced Chris Bessler with Cumberland Securities who reported on the recent Morristown Utilities System Debt Refinancing.

Mayor Gary Chesney adjourned the June 18, 2019 City Council meeting at 5:39 p.m.

Mayor

Attest:

City Administrator

ORDINANCE NO. 3634,

ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B.

{Rezoning of Hamblen County Tennessee Tax Parcel ID # 032034 02100, currently addressed as 570 Thompson Creek RD, from IB (Intermediate Business District) to R3 (High Density Residential District), the general location being shown on the attached exhibit A.}

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 to IB (Intermediate Business District) to R3 (High Density Residential District);

BEING all of Parcel 21, Hamblen County Tax Map 34, lying between Thompson Creek Road and South Daisy Crockett Parkway.

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 High Density Residential District (R3) 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 18th day of June 2019.

Mayor

ATTEST:

City Administrator

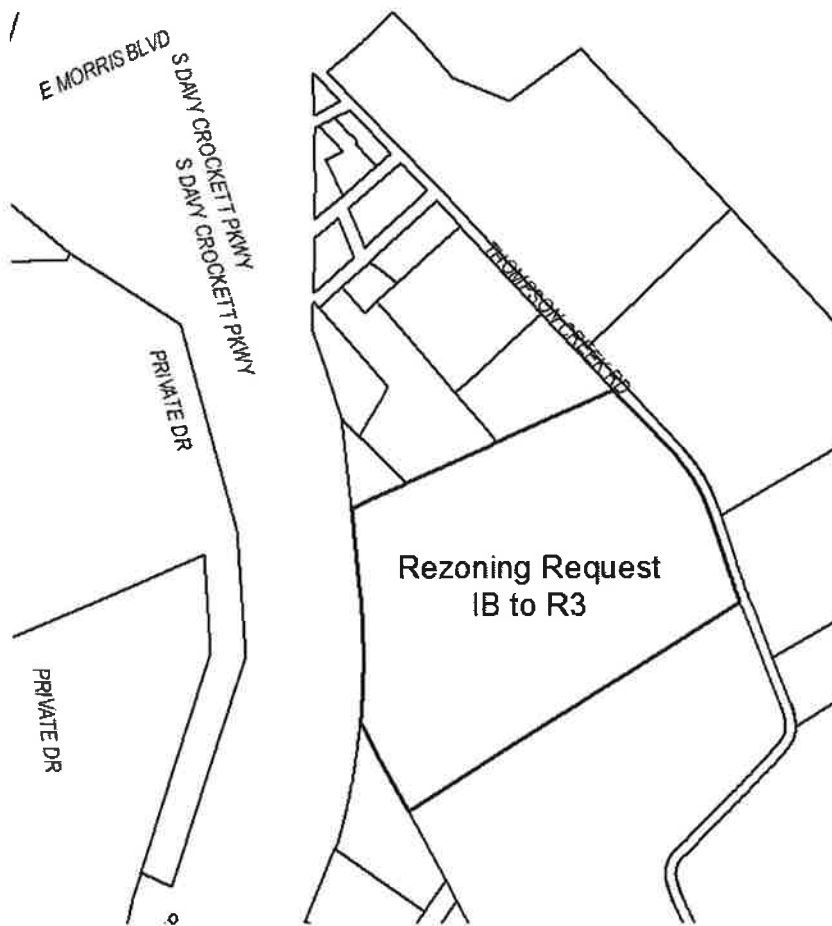
Passed on second and final reading the 2nd day of July 2019.

Mayor

ATTEST:

City Administrator

Exhibit A:




City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



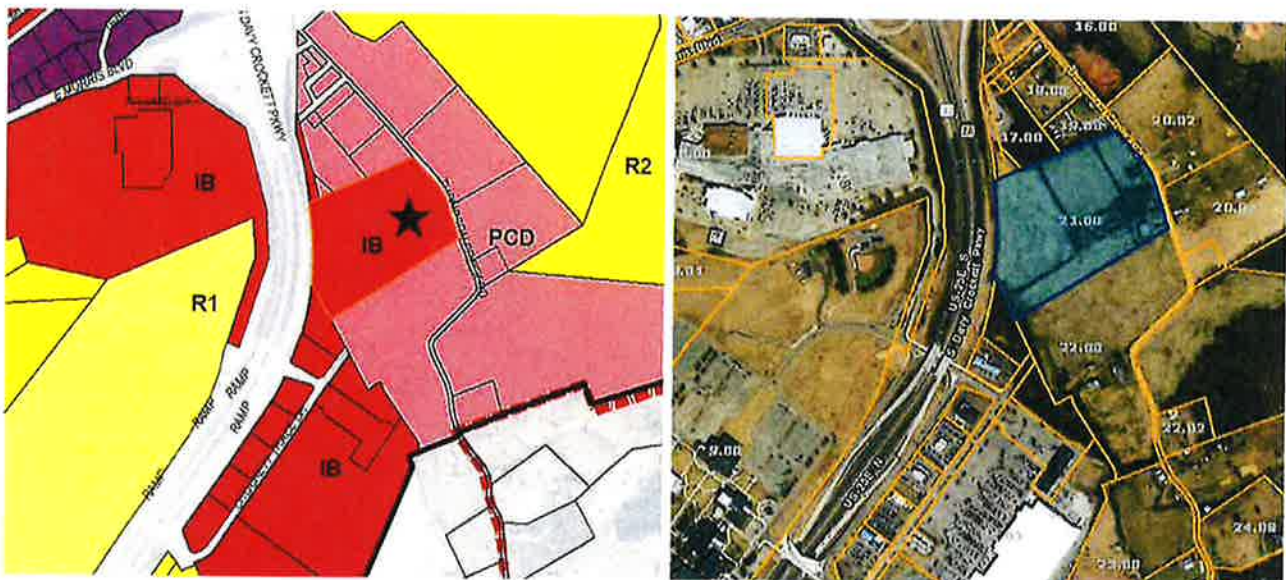
TO: Morristown City Council
FROM: Josh Cole, Planner 
DATE: June 18th, 2019
SUBJECT: 570 Thompson Creek RD Rezoning from IB to R3

BACKGROUND:

This is a request from Mr. Paul LeBel on behalf of the property owners of 570 Thompson Creek Road to rezone their property from Intermediate Business District (IB) to High Density Residential District (R3). The reason given for the rezoning request is to move forward with a multi-family residential development which is not a use permitted in the IB district. This property was annexed into the city in 2000 as part of a 70 acre tract with the intent of utilizing it for commercial/retail which has occurred on some of the properties to the south with the Walmart development but this type of development has not extended this far north and is now not anticipated to do such.

This property currently contains a single family residential unit and a farm on 18.55 acres. The properties to the east are zoned Planned Commercial District (PCD) but contains single family residential houses and farms, Highway 25-E is to the west, and the properties north and south along Thompson Creek Road are also zoned PCD with a mobile home park to the north and a single family house and farm to the south.

The applicant provided staff with a conceptual site plan that contains 291 rental units that is a mixture of one and two bedrooms and also contains a clubhouse and pool. Thus, the developer is proposing a density of 15.7 units per acre which is less than the maximum of 20 per acre allowed in the R3 district. It should be noted that the final site plan and layout for the complex will be back before the Planning Commission at a later date for a Planned Unit Development request.



RECOMMENDATION:

This rezoning request from IB to R3 is compatible with the surrounding land uses. Thus, staff recommends approval of this request and would ask Planning Commission to forward it on to City Council.

At their June meeting, the Planning Commission voted 6-0 in support of this request.

[Return to Agenda](#)

MORRISTOWN, TENNESSEE



DTWood Engineering, Inc.
10000 Chippewa Highway, Suite 100
Minnetonka, MN 55345-4400
Tel: 763/853-8800 Fax: 763/853-8801
E-Mail: info@dtwood.com

MULTIFAMILY BUILDING SUMMARY					TOTAL DAYS	
NAME	NO. UNITS	NO. BKS. W/IN UNITS	NO. UNITS W/IN BKS.	NO. UNITS W/IN BKS.	NO. UNITS W/IN BKS.	NO. UNITS W/IN BKS.
A-1	48*	4	48	48	48	48
A-2	28*	1	28	28	28	28
A-3	20*	1	20	20	20	20
A-4	20*	1	20	20	20	20
A-5	20*	1	20	20	20	20
A-6	20*	1	20	20	20	20
A-7	20*	1	20	20	20	20
A-8	20*	1	20	20	20	20
A-9	20*	1	20	20	20	20
A-10	20*	1	20	20	20	20
A-11	20*	1	20	20	20	20
A-12	20*	1	20	20	20	20
A-13	20*	1	20	20	20	20
A-14	20*	1	20	20	20	20
A-15	20*	1	20	20	20	20
A-16	20*	1	20	20	20	20
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A-36	20*	1	20	20	20	20
A-37	20*	1	20	20	20	20
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A-48	20*	1	20	20	20	20
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A-96	20*	1	20	20	20	20
A-97	20*	1	20	20	20	20
A-98	20*	1	20	20	20	20
A-99	20*	1	20	20	20	20
A-100	20*	1	20	20	20	20

MULTIFAMILY BUILDING SUMMARY

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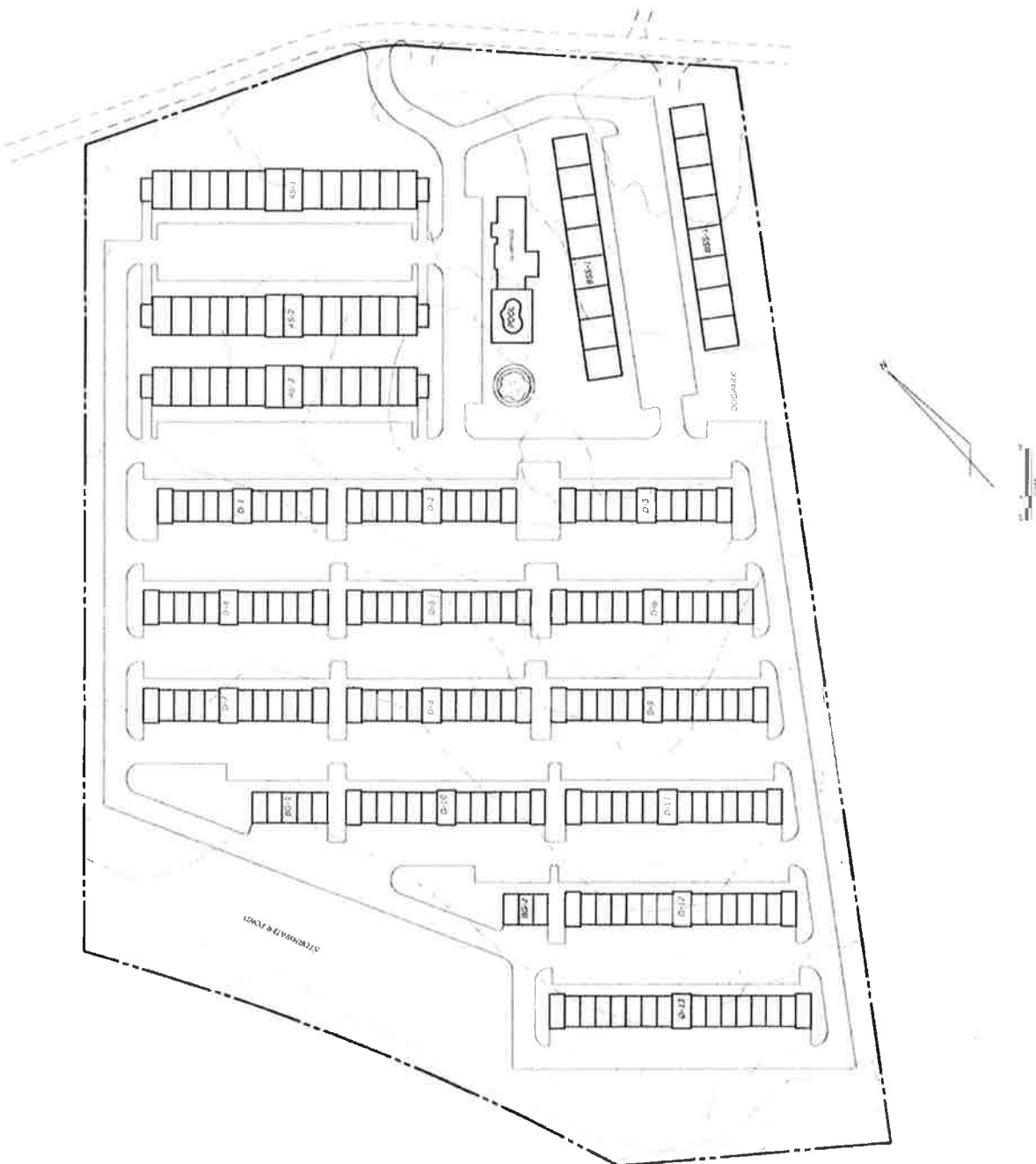
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**ORDINANCE NO. _____,
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 3, CHAPTER 2 OF THE MORRISTOWN
MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that Chapter 2 of Title 3 of the Morristown Municipal Code is amended by adding the following text:

“Section 3-204. Substitute Municipal Judge. The Morristown City Council shall designate a special substitute municipal judge to preside over municipal court in the municipal judge’s absence.”

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

PASSED ON FIRST READING THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS _____ DAY OF _____,
2019.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. _____
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 8, CHAPTER 1, SECTIONS 107 & 112
OF THE MORRISTOWN MUNICIPAL CODE.

Be it ordained by the City Council for the City of Morristown that the text of Sections 107 and 112 of Chapter 1 of Title 8 of the Morristown Municipal Code are deleted in its entirety and substituted therefore is the following:

“CHAPTER 1

INTOXICATING LIQUORS/LIQUOR STORES

SECTION 8-107. Regulations of sales and business hours.

(1) Hours of sales. Retail dealers in alcoholic beverages shall not engage in the sale of such beverages, except between the hours of 8:00 A.M. and 11:00 P.M., on weekdays and Saturdays, and 10:00 A.M. and 11:00 P.M., on Sundays. The store may not be open to the general public except during these regular business hours.

(2) Sales on holidays. Retail dealers shall be closed for business on the following holidays: Easter, Thanksgiving Day, and Christmas.

(3) Sales to minors. A retailer or any employee thereof shall not make or permit to be made any sales of alcoholic beverages or beer to minors. Prior to making a sale of alcoholic beverages for off-premises consumption, the adult consumer whose physical appearance does not reasonably demonstrate an age of 50 years or older must present to the retailer or any employee of the retailer a valid, government issued document, such as a driver license or other form of identification deemed acceptable to the retailer that includes the photograph and birth date of the adult consumer attempting to make an alcoholic beverage purchase. Persons exempt under state law from the requirement of having photo identification shall present identification that is acceptable to the retailer. The retailer or employee shall make a determination from the information presented whether the purchaser is an adult. In addition to the prohibition of making a sale to a minor, no sale of alcoholic beverages for off-premises consumption shall be made to a person whose physical appearance does not reasonably demonstrate an age of 50 years or older who does not present such a document or other form of identification to the license holder or any employee of the license holder in a face-to-face transaction.

(4) Keeping an unsealed bottle or container. No retailer of alcoholic beverages shall keep or permit to be kept upon the licensed premises any alcoholic beverages in any unsealed bottles or other unsealed containers except such open bottles and containers of damaged and unmarketable product retained by the retail licensee for purpose of return to a wholesaler or such open bottles and containers required for conducting a sales demonstration as permitted by Tennessee Code Annotated § 57-3-404(h).

(5) Sales to persons intoxicated. No retailer shall see any alcoholic beverages or beer to any person who is visibly intoxicated, nor shall any retailer selling alcoholic beverages or beer sell to any person accompanied by a person who is visibly intoxicated.

(6) Sales on credit. No holder of a permit for the sale of alcoholic beverages at retail shall sell, deliver, or cause, permit, or procure to be sold or delivered, any alcoholic beverages on credit.

(7) Discount sales. A retailer may offer a discount in such manner as the retailer deems appropriate as long as the discount being offered is not below the cost paid by the retailer to purchase the alcoholic beverages from the wholesaler.

(8) Consumption on premises. No alcoholic beverages shall be sold for consumption, or consumed, on the premises of the seller, except that a retail licensee may offer complimentary samples of the products it sells for tastings to be held on the premises of the retail licensee. Such tastings shall be for sales, education and promotional purposes. No person holding a license under § 57-3-203 shall, directly or indirectly, provide any products, funding, labor, support or reimbursement to a retailer for the consumer tastings authorized by this subsection.

The tastings may be held at the option of the retail licensee during the hours the retail licensee is open for business, without filing any notice other than as provided with the commission, and no charge or fee may be assessed by the commission for a retail licensee to offer such complimentary samples.

The size of each sample shall be no greater than approximately two ounces for each wine or high alcohol content beer sample and no greater than approximately one-half ounce for each liquor sample. It is the responsibility of the retail licensee to limit the number of tastings per customer and the number of products available for tasting.

Notwithstanding any law or rule to the contrary, a retail licensee or employee of the licensee may participate in tastings.

(9) Public display and public drinking prohibited. It shall be unlawful for any person to publicly drink any alcoholic beverage on any street or sidewalk, on any school ground or in any park, theatre, stadium, or school. It shall be unlawful for any person to display openly a bottle or other container of alcoholic beverage on any public street, sidewalk, or school ground, or in any park, theatre, stadium, or school. This prohibition shall not apply to any participant of an event that has obtained specific permission to sell alcoholic beverages pursuant to a Special Occasion Permit.

SECTION 8-112. Certificate of compliance. As a condition precedent to the issuance of a state liquor retailer's license by the state alcoholic beverage commission, city council may authorize the issuance of certificates of compliance by the city according to the terms contained herein. An applicant or applicant group for a retail liquor store permit shall file with the city recorder a completed written application on a form to be provided by the city recorder which shall contain all of the following

information and whatever additional information the city council or city administrator may require:

(1) The name and street address of each person to have an interest, direct or indirect, in the retail liquor store as an owner, partner, stockholder or otherwise. That the applicant or applicants who are to be in actual charge of the business have not been convicted of a felony within a ten-year period immediately preceding the date of application and, if a corporation, that the executive officers or those in control have not been convicted of a felony within a ten-year period immediately preceding the date of the application.

(2) The name and address of the proposed retail liquor store. That the applicant or applicants have secured a location for the business, which complies with all restrictions of this chapter.

(3) That the applicant or applicants have complied with this chapter regulating the number of retail licenses to be issued.

(4) A statement that the persons receiving the requested certificate to the best of their knowledge if awarded the certificate of compliance could comply with all the requirements for obtaining the required licenses and permits under state law and the provisions of this chapter for the operation of a retail liquor store within the city.

(5) The agreement of each applicant to comply with all applicable laws and ordinances and with the rules and regulations of the Tennessee Alcoholic Beverage Commission with reference to the sale of alcoholic beverages and the agreement of each applicant as to the validity and reasonableness of this chapter, including the fees and taxes imposed thereby with respect to the sale of retail alcoholic beverages.

(6) Fees. Each original certificate of compliance application shall be accompanied by a non-refundable \$250.00 investigation fee. One application fee per applicant group is sufficient."

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

PASSED ON FIRST READING THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS _____ DAY OF
_____, 2019.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. _____
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 8, CHAPTER 4, SECTION 408 OF THE
MORRISTOWN MUNICIPAL CODE.

Be it ordained by the City Council for the City of Morristown that the text of Section 408 of Chapter 4 of Title 8 of the Morristown Municipal Code are deleted in its entirety and substituted therefore is the following:

“CHAPTER 4

WINE SALES IN RETAIL FOOD STORES

SECTION 8-408. Regulation of sales.

(1) Hours of sales. Retail food store wine licensees shall not engage in the sale of wine, except between the hours of 8:00 a.m. and 11:00 p.m. on weekdays and Saturdays and 10:00 a.m. and 11:00 p.m. on Sundays.

(2) Sales on holidays. No retail food store wine licensee shall sell or give away any wine on the following holidays: Easter, Thanksgiving Day, and Christmas.

(3) Sales to minors. No retail food store wine licensee, or any employee thereof, shall sell or give away wine to minors. Prior to making a sale of wine for off-premises consumption, the adult consumer must present to the license holder or any employee of the license holder a valid, government-issued document, such as a driver license or other form of identification deemed acceptable to the license holder that includes the photograph and birth date of the adult consumer attempting to make a wine purchase. Persons exempt under state law from the requirement of having photo identification shall present identification that is acceptable to the license holder. The license holder or employee shall make a determination from the information presented whether the purchase is an adult. In addition to the prohibition of making a sale to a minor, no sale of wine for off-premises consumption shall be made to a person who does not present such a document or other form of identification to the license holder or any employee of the license holder in a face-to-face transaction; however, it is an exception to any criminal punishment or adverse administrative action, including license suspension or revocation, for a violation of this section if the sale was made to a person who is or reasonably appears to be over 50 years of age and who failed to present an acceptable form of identification.

(4) Keeping an unsealed bottle or container. No retail food store wine licensee shall keep, or permit to be kept upon his premises, wine in any unsealed containers or bottles.

(5) Sales to persons intoxicated. No retail food store wine licensee shall sell or give away wine to any person who is intoxicated, nor shall any retail food

store wine licensee sell or give away wine to any person accompanied by a person who is intoxicated.

(6) Sales on credit. No retail food store wine licensee shall sell, deliver, or cause, permit, or procure to be sold or delivered, wine on credit.

(7) Wine tastings. No retail food store wine licensee shall conduct tastings of wine on the premises of the retail food store.

(8) Consumption on premises. No wine shall be sold for consumption, or consumed, on the premises of the retail food store, except that a retail food store wine licensee may also hold a license to sell alcoholic beverages for consumption on premises pursuant to Tennessee Code Annotated § 57-4-101, et seq., provided that the premises of the on-premises licensee shall be separate and distinct from the premises of the retail food store and the business of the on-premises licensee shall be operated separately and distinctly from the operation of the business of the retail food store wine licensee.

(9) Public display and public drinking prohibited. It shall be unlawful for any person to publicly drink wine or publicly display any bottle or container of wine on any street or sidewalk, on any school ground or in any park, theatre, stadium, or school. This prohibition shall not apply to any participant of an event that has obtained specific permission to sell alcoholic beverages pursuant to a Special Occasion Permit."

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

PASSED ON FIRST READING THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY ADMINISTRATOR

**ORDINANCE NO. _____
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 8, CHAPTER 2, SECTIONS 201 & 209
OF THE MORRISTOWN MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that the text of Sections 201 and 209 of Chapter 2 of Title 8 of the Morristown Municipal Code are deleted in its entirety and substituted therefore is the following:

“CHAPTER 2

BEER

SECTION 8-201. Definitions

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them herein, unless the text clearly indicated otherwise:

Beer. Beer, ale or other malt beverages, or any other beverage having an alcoholic content of not more than eight percent by weight, except wine as defined in Tennessee Code Annotated § 57-3-101; provided, however, that no more than 49 percent of the overall alcoholic content of such beverage may be derived from the addition of flavors and other non-beverage ingredients containing alcohol. (Should the Tennessee Code Annotated § 57-5-101 statutory definition of "beer" change, that definition shall govern.)

Caterer permit. A permit issued for the retail sale of beer by a caterer who operates a permanent catering hall on an exclusive basis, has a complete and adequate commercial kitchen facility, and is licensed as a caterer by the Tennessee Department of Health, unless the catering hall is licensed as a restaurant. The caterer must provide food at any catered event.

Convenience store. A store that maintains an inventory of basic food items such as luncheon meats, snack items, milk products, bread products, and canned goods.

Craft Beer Enterprise. A craft beer business whose primary business is the retail sale of craft beer for consumption on the premises and/or off the premises. Said craft beer establishment shall have a seating capacity of at least 40 people.

Craft Beer. Beer manufactured by breweries with an annual production of six million (6,000,000) barrels or less.

Drug store. A business whose primary business is the sale of prescription drugs and associated items.

Full line grocery store. A store that maintains an inventory of staple food items, including fresh meats, vegetables, produce, and fruits.

Growler. A refillable rigid glass, plastic, aluminum or stainless steel container with a flip-top or screw-on lid that is no larger than 2 liters (0.5283 gallons) into which craft beer is prefilled, filled or refilled for off-premises consumption.

Limited service restaurant permit. A permit issued for the retail sale of beer for consumption on the premises of a restaurant that has gross revenue food sales of less than 50 percent of its total revenues. The limited service restaurant shall have a seating capacity of at least 40 people at tables and shall have a menu of prepared food available to patrons.

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

Nonprofit club/organization. A corporation which has been recognized as exempt from federal taxes under Section 501(c) of the Internal Revenue Code for two consecutive calendar years, is organized and in good standing under the laws of the State of Tennessee, and is not for profit, but is solely for the promotion of some common object of fellowship, recreation and other nonprofit purposes other than the sale and consumption of beverages containing alcohol.

Off-premises permit. A permit issued for the retail sale of beer for consumption off the premises of the permittee.

On-premises permit. A permit issued for the retail sale of beer for consumption on the premises of the permittee.

On- and off-premises permit. A permit issued for the retail sale of beer for consumption on and off the premises of the permittee in which the business is a microbrewery as defined in this chapter.

Permit. The permit required or issued pursuant to this chapter, and "permittee" thus means any person, firm, or corporation to whom such permit has been issued pursuant to this chapter.

Restaurant. Any public place kept, used, maintained, advertised and held out to the public as a place where meals are served and where meals are actually and regularly served, such place being provided with adequate and sanitary kitchen and dining room equipment and a seating capacity of at least 40 people at tables, having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests. Said restaurant should serve at least one meal per day at least four days per week, with the exception of holidays, vacations and periods of redecorating. The serving of such meals shall be the principal business conducted (revenue sales from food must exceed 50 percent, except where the restaurant is located in a hotel or motel which provides at least 30 rooms or suites for guests, in which case, the restaurant business may be secondary to the hotel or motel business. In no case shall beer be sold at times other than when meals are being served.

Special occasion permit. A permit issued for the retail sale of beer by a bona fide charitable or non-profit organization, or a bona fide political organization for a 24-hour period. The charitable/nonprofit organization must have been in existence for at least two consecutive calendar years and must expend at least 60 percent of its gross revenue for religious, educational or charitable purposes. The political organization must be either a political campaign committee as defined in Tennessee Code Annotated § 2-10-102(a) or a political party as defined in Tennessee Code Annotated § 2-13-101. Said permits cannot be issued more than 12 times in a calendar year to the same organization. These permits will be issued for the following locations: Farmer's Market area, Rose Center (and the immediate surrounding block), Downtown Main Street (from Henry Street to Cumberland), and other approved locations.

Temporary permit. A permit that may be issued by the city administrator or his designee, to allow the continued sale of beer at a location which presently has a valid permit. Said permit may be issued in order to allow a new application to be administratively processed and considered by the beer board. The applicant for said permit shall meet all requirements set forth in these ordinances, and the temporary permit shall not be issued for more than 30 days. The city administrator or his designee, shall be entitled to immediately revoke said temporary permit upon discovering any violation of this chapter.

SECTION 8-209. Beer permits shall be restrictive.

All beer permits shall be restrictive as to the type of beer business authorized under them.

(1) Separate permits shall be required for selling at retail, storing, distributing, and manufacturing. It shall be unlawful for any beer permit holder to engage in any type or phase of the beer business not expressly authorized by his permit. It shall likewise be unlawful for him not to comply with any and all express restrictions or conditions that are written into his permit by the beer board.

(2) No on-premises permit shall be issued for a premise other than a nonprofit club, restaurant, limited service restaurant, microbrewery or craft beer enterprise. No on- and off-premise permit shall be issued for a premise other than a microbrewery and/or craft beer enterprise. For purposes of this chapter, "on premise", and "on and off-premise" shall include the interior of the business enclosed by permanent walls and covered by a permanent roof, as well as all decks, patios and other outdoor serving areas that are contiguous to the exterior of the building in which the business is located, and in the case of a nonprofit club, a golf course that is a part of the establishment. An outdoor serving area shall be defined as a patio, deck, courtyard or other outdoor area where the permitted establishment provides service to the outdoor serving area that is (1) contiguous to the exterior of the building in which the business is located, (2) operated and controlled by the business, and (3) fenced or surrounded on all sides except for designated entrances and exits. The fencing or surrounding barrier need not be permanent, but must consist of a barrier not less than 40 inches high and must be constructed of a substantial material without gaps or spaces that would allow ingress and egress of the premises except through designated entrances and exits. Examples of substantial material includes, but is not limited to, securely connected cattle gates, planters, decorative fencing or other decorative architectural or landscaping material. An outdoor serving area may not include all or any part of an area otherwise used by the business or by the public for parking.

(3) No off-premise permit shall be issued for a premise other than full line grocery stores, drug stores, or convenience stores.

(4) Each holder of a beer permit shall continuously maintain in this city:

a. A registered office which may be the same as the permitted place of business; and

b. A registered agent, who shall be an individual whose business office is identical with the registered office.

(5) With the exception of a microbrewery and/or craft beer enterprise, no brewer, wholesaler or manufacturer of beer, nor any agent of such brewer, wholesaler or manufacturer, shall be permitted to make a loan of money or furnish any fixtures of any kind or have any interest either directly or indirectly in the business of any retailer of beer, or in the premises occupied by such retailer. No person holding and/or exercising a valid permit issued pursuant to this chapter shall while so doing convey or grant or contract to convey or grant any interest in the business located at the place named on the permit, or an interest in the premise or any property therein, to any brewer, wholesaler or manufacturer of beer regulated by this chapter. No person holding and/or exercising a valid permit issued pursuant to this chapter shall incur or contract any indebtedness or financial obligation to any brewer, wholesaler or manufacturer of beer regulated by this chapter, except for the purchase of the beverages. No permit shall be granted under this chapter to any applicant who at the time of making application, is indebted or financially obligated to any such brewer, wholesaler or manufacturer, except for the purchase of the beverages."

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

PASSED ON FIRST READING THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY ADMINISTRATOR



Morristown City Council Agenda Item Summary

Date: June 27, 2019

Agenda Item: CLEAR Contract

Prepared by: Joey Barnard

Subject: CLEAR Contract for Investigation Software

Background/History: The Morristown Police Department utilizes investigation software to assist in locating and identifying people and affiliates.

Findings/Current Activity: The Morristown Police Department currently has a contract with TransUnion and would like to switch to CLEAR. The contract term is for a period of three (3) years including one (1) Government Arrest Gateway Pro for \$60.00 monthly and five (5) Pro Gov Law Enforcement Investigator Plus for \$185.00 monthly.

Financial Impact: Funds have been appropriated in the 19-20 Fiscal Year Budget for this software.

Action options/Recommendations: It is staff's recommendation to enter into a contract with CLEAR for the Investigation Software.

Attachments: Agreement.



THOMSON REUTERS

Order Form**Order ID:Q-00512154**Contact your representative christine.labounty@thomsonreuters.com with any questions. Thank you.**Subscriber Information****Account Address**Account #: 1005314432
Morristown Police Dept
CLEAR TRIAL
100 W 1ST NORTH ST
MORRISTOWN TN 37814-4651 US**Shipping Address**Account #: 1005314432
Morristown Police Dept
CLEAR TRIAL
100 W 1ST NORTH ST
MORRISTOWN TN 37814-4651 US**Billing Address**Account #: 1005314432
Morristown Police Dept
CLEAR TRIAL
100 W 1ST NORTH ST
MORRISTOWN, TN 37814-4651 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", "my" or "I". Subscription terms, if any, follow the ordering grids below

Clear Fixed Rate / Window Products

Service Material	Product	Quantity	Unit	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Terms	Order Type
41913616	CLEAR Government Arrest Gateway Pro Addon	1	Seats	\$60.00	36	3%	Subscription
42091861	CLEAR PRO Gov Law Enforcement Investigator Plus	5	Seats	\$185.00	36	3%	Subscription

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above

Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Minimum Terms

For Online/Practice Solutions/Software /ProFlex Products: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Window Products. At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Settling a Disputed Balance. Payments marked 'paid in full', or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Excluded Charges and Schedule A rates. If you access CLEAR services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> Excluded Charges may change after at least 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or are authorizing the same as part of this order, no further action is needed.

Returns and Refunds. You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, cPack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

The General Terms and Conditions, apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>.

The General Terms and Conditions for Federal Subscribers are located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

CLEAR Fixed Rate Usage : If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage : If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of sworn officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Additional Order Form Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: Q-00512154

ACKNOWLEDGEMENT Q-00512154

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Signature of Authorized Representative for order


Title

Printed Name

Date

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This Order Form will expire and will not be accepted after 8/17/2019 CT.

 THOMSON REUTERS	Attachment	Order ID: Q-00512154
	Contact your representative christine.labounty@thomsonreuters.com with any questions. Thank you.	

Order ID: Q-00512154

Payment and Shipping Information

Payment Method:

Payment Method: Bill to Account
Account Number: 1005314432

Order Confirmation Contact (#28)

Contact Name: Karen Rich
Email: krich@mymorristown.com

Account Contacts			
Contact Name		Email Address	Customer Type Description
KAREN	RICH	krich@mymorristown.com	CLEAR PRIMARY CONT
KAREN	RICH	krich@mymorristown.com	EML PSWD CONTACT

IP Address Information					
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
0.0.0.0	0.0.0.0				

Lapsed Products		
Sub Material	Quantity	Active Subscription to be Lapsed
42091861	1	CLEAR PRO Gov Law Enforcement Investigator Plus
41913616	1	CLEAR Government Arrest Gateway Pro Addon
42124048	1	ENCLR PRO Gov License Plate Recognition State Add

To: City Council

From: Lauren Carroll

Re: Redflex Contract

MEMO – REDFLEX CONTRACT

Agenda Item: Redflex Contract – Amendment to the Current Contract

Background: City & Redflex Current contract term ends August 4, 2019. Pursuant to this contract, the City has the option to extend the term for up to two (2) additional and consecutive two (2) year periods. The City also has the option NOT to extend for any renewal term and if they choose not to extend, then they must notify Redflex in writing by July 4, 2019.

Council Comments at June 18th Work Session: Based upon comments of Council at the Work Session, it appears to be the consensus of Council that we will continue with the red light enforcement cameras, but do away with all speed enforcement. It is my legal opinion, that pursuant to *T.C.A. §55-8-198*, we cannot enforce speed via unmanned traffic cameras (except in a school zone or S-curve of a highway) anyways and must do away with these speed cameras.

Proposed Resolution: After discussions with the Redflex representative, it is their opinion that we can merely do another amendment to the contract that effectively shuts off the speed cameras and extends the current agreement for 2 years. This would keep all the same terms in effect and would also permit us to add additional red light cameras as agreed upon. Redflex is working to get a draft of an amendment to us as soon as possible, prior to the August 4th date.

Council Option Based upon above Recommended Resolution: Authorize City Administrator and City Attorney to enter into an Amendment to the Current Contract that will effectuate the turning off of the speed cameras and allowing the red light cameras to continue.



Morristown City Council Agenda Item Summary

Date: June 27, 2019

Agenda Item: Approval of Contract – Property Maintenance

Prepared by: Joey Barnard, Assistant City Administrator

Subject: Property Maintenance Contract

Background/History: The City of Morristown Codes Enforcement Officers are tasked with making sure that the properties within the city limits are clean and free from environmental hazards per City ordinance. Maintaining properties that fail to meet regulation requires work such as mowing, trimming, garbage collection and securing of structures. These tasks vary in difficulty and occurrence. To be able to maintain the properties in violation of City ordinance and health code, the City requested proposals from qualified vendors for a property maintenance program. The RFP deadline was 2:00 PM on Tuesday, June 4, 2019. One (1) response was received.

Findings/Current Activity: Staff recommended to approve the Request for Proposal submitted by Lawnman Lawncare, LLC and to allow Tony Cox, City Administrator to enter into contract negotiations.

Financial Impact: The City of Morristown appropriates funds on an annual basis for codes enforcement. When it becomes necessary for the City to bring a property into compliance with city ordinances, a lien is placed on the property. Therefore, although the City of Morristown incurs costs on the front end, over time these costs should be recovered and the City is made whole. Therefore, in time, the city does not incur a negative financial impact.

Action options/Recommendations: Council's approval is sought to enter into a contract with Lawnman Lawncare, LLC for Property Maintenance.

Attachments: Contract.

Property Maintenance Contract

This agreement for Property Maintenance services between Lawnman Lawncare (hereafter "Contractor") and the City of Morristown (hereafter "Client") is made and entered into this July 1, 2019.

1. The contract period will be from July 1, 2019 until June 30, 2022.
2. Contractor will provide all equipment and supplies that are necessary to perform normal maintenance services.
3. Client will pay Contractor amount due within 30 days upon receipt of invoice.
4. Any and all work to be done in addition to the below defined "property maintenance" work, shall be authorized by the Client before said additional maintenance is performed by the Contractor.
5. "Property Maintenance" will include the following:
 - a. Work consisting of litter and garbage collection and mowing, trimming and bush hogging of overgrown properties. Litter and garbage may include but are not limited to appliances, household items, tires, etc.
 - b. Securing of properties may be needed and includes but is not limited to the boarding of windows and doors.
 - c. Materials, labor, supervision, and equipment necessary to perform litter collection and mowing operation.
 - d. All scheduling is to be coordinated with the City of Morristown Codes Enforcement Officer or other City personnel in advance of work completed and no work shall be completed without first receiving permission.
 - e. A job is considered complete when all litter/garbage collection, mowing and trimming are completed to the satisfaction of the Codes Enforcement Officer or other City personnel.
6. Each quote for a job must be completed and received by code Enforcement within 5 days of request. Each job has a five (5) day completion requirement. Reasonable allowances will be made for unforeseen weather conditions. Contractor is to make every effort to adhere to completion requirement.
7. Contractor is responsible for all fees associated with removal of debris to include landfill costs.
8. Contractor will name the Client as an additional insured in the amount of \$1 million with proof of workers compensation of at least \$500,000 and maintain such insurance for the duration of contract. Certificate of Insurance will be provided to the City of Morristown.
9. Any alteration of contract requirements shall be agreed upon in writing by both parties.
10. Either party may terminate this contract at any time by supplying a written notice 30 days prior to termination date.
11. Client will be billed for services based on quarter-hour increments.

12. Compensation will be as follows:

a. Proposed Hourly Fee


i. Mowing/ Trimming	\$150.00
ii. Bush Hogging	\$150.00
iii. Litter/Garbage Collection	\$150.00
iv. Securing of Structures	\$75.00

Applicable Law

This contract and any work done shall be in accordance with applicable local, state, and federal regulations.

Client Signature

Date


Contractor Signature

6/27/19

Date



Morristown City Council Agenda Item Summary

Date: June 26, 2019

Agenda Item: Approval of Bid – Turnout Gear for Fire Department

Prepared by: Joey Barnard

Subject: Turnout Gear

Background/History: A necessity for the Morristown Fire Department is turnout gear. This specialized gear gives the City of Morristown firefighters' essential equipment to perform their job. This gear provides protection to the lower and upper body against adverse environmental conditions during structural firefighting. Due to wear-and-tear and turnover in employees, it becomes necessary to replace and purchase new turnout gear.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on May 22, 2019 and on May 24, 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 2:00 PM on Wednesday, June 5, 2019. We received two (2) responses.

Financial Impact: Funds have been appropriated for this turnout gear in the Fire Department's budget. The terms of the bid are good through June 30, 2021. The bid by Municipal Emergency Services, Inc. (MES) meets and exceeds the specifications in the bid.

Action options/Recommendations: Due to higher quality in gear, it is Fire Department's recommendation to accept the bid submitted by Municipal Emergency Services, Inc. detailed in the bid tabulation.

Attachments: Bid Tabulation and Morristown Fire Department's Summary

City of Morristown
Protective Jacket & Pants for Structural Firefighting
Wednesday, June 5, 2019; 2:00 PM

Bidder	Emergency Vehicle Specialists	Municipal Emergency Services, Inc.
Protective Jacket and Pants	\$ 2,355.00	\$ 2,584.00

MORRISTOWN FIRE DEPARTMENT

Thursday June 27, 2019

Protective Assembles for Structural Fire Fighting Report

The Morristown Fire Department completed a risk assessment and equipment evaluation for the proposed selection of the upcoming bunker gear purchase between Municipal Emergency Services (MES) and Emergency Vehicle Specialists (EVS), the only two companies to offer bids. MES submitted their product; Honeywell's premier Morning Pride Talls jacket and pants set at the quote of \$2584.00. EVS offers versions FXR Ultimate, **FXM**, FXA and FXC styles and quoted the FXM line \$2355.00. Both sets meet the minimum standards of National Fire Protection Association's 1971 Standard. Using NFPA 1851 standard for gear selection as our guide, the results of the risk assessment and equipment evaluation are listed at the end of this document. In general, the Morristown Fire Department reviewed the types of calls we answer and the conditions the gear would be placed under. The main differences identified are Morning Pride quality of work and ease of use/comfort during firefighting evolutions.

Benefits:

1. Enhances the public's safety through superior MFD performance
2. Elastic barrier protection against cancer agents in fire/smoke gases
3. Highest quality offering better protection and safety - Men not worried about the gear.
4. Better fit, allowing for more range of motion
5. Supports body movement and reduces physical stress and improves endurance
6. Improved efficiency and productivity
7. Wider range to custom fit body type
8. Past service performance with this company
9. Stability of the firm and sales representative

Drawback:

1. Cost roughly \$200 more per set.

Discussions with other fire departments in upper East Tennessee, the respective sales representatives of each bidder, reviews of Fire Service forums on the internet, testing of the sample equipment provided, and the evaluations of the individuals who tested the gear have all been taken into consideration in preferring Morning Pride over Fire Dex. The Morristown Fire Department desires the **best value** in the equipment purchased to protect the lives of our personnel. MES has been a long-term provider of firefighting gear to the Morristown Fire Department with a stellar reputation and outstanding qualifications and attention to detail in meeting our needs in the past. We do not expect that to change in the future.

Conclusion: Protective clothing and equipment are the first line of protection for firefighters. Which is better, the minimum or maximum?



Morristown City Council Agenda Item Summary

Date: June 21, 2019

Agenda Item:

Prepared by: Ben Baker

Subject: Geographic Information System (GIS) Software

Background / History: The establishment of the Morristown Hamblen GIS Steering Committee (MHGIS) provides an agreement regarding GIS resource sharing and technical system requirements. This agreement states that software licenses be held by the GIS Manager and funded through MHGIS.

Findings / Current Activity: This agenda item facilitates the single, all inclusive license under MHGIS. This license structure will ease the burden of administering multiple licenses while allowing increased adoption of the software.

Financial Impact: The Small Government Term Enterprise License Agreement (ELA) from our software provider is contracted annually over a three year term. This \$50,000.00 is a continuation of the original agreement.

Action options / Recommendations: This software license agreement will allow MHGIS to continue to move forward with its objectives of minimizing redundant database entries, map revisions, and other duplications of effort in the most practical and cost-effective method. Furthermore, it will allow MHGIS to expand the adoption of GIS technology into additional departmental operations through an unlimited number of desktop software licenses.

Attachments: ESRI Quotation #25899390



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 06/21/2019
To: Ben Baker
Organization: Morristown Hamblen GIS Steering Committee
Fax #: 423-585-4679 **Phone #:** 423-312-2420

From: Jennifer Clasen
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 1684
Email: JClasen@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #25899390
Document Date: 04/22/2019

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1684
Fax #: 909-307-3083

Quotation

Date: 04/22/2019**Quotation Number:** 25899390**Contract Number:** SMALL GOVT ELA US**Send Purchase Orders To:**

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Jennifer Clasen

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Morristown Hamblen GIS Steering Com
100 W 1st North St
Morristown TN 37814
Attn: Ben Baker

Phone: 423-585-2793**Customer Number:** 495642**For questions regarding this document, please contact Customer Service at 888-377-4575.**

Item	Qty	Material#	Unit Price	Extended Price
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Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet.

The annual usage report must include actual license counts by product, licensee, and location.

Please return your report via email to ela_usage_reports@esri.com.

Thank you in advance for your prompt attention to this matter.

10	1	168179	50,000.00	50,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
Start Date: 07/22/2019				
End Date: 07/21/2020				

Item Subtotal	50,000.00
Estimated Tax	0.00
Total	USD 50,000.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Jennifer Clasen**Ext:** 1684

[CLASENJ]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

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380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1684
Fax #: 909-307-3083

Quotation

Page 2

Date: 04/22/2019

Quotation Number: 25899390

Contract Number: SMALL GOVT ELA US

Item Qty Material#

Unit Price

Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX OR EMAIL YOUR PURCHASE ORDER TO 909-307-3083/Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

[CLASENJ]

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380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1684
Fax #: 909-307-3083

Quotation

Page 3

Date: 04/22/2019	Quotation No: 25899390	Customer No: 495642	Contract No: SMALL GOVT ELA US	
Item	Qty	Material#	Unit Price	Extended Price

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

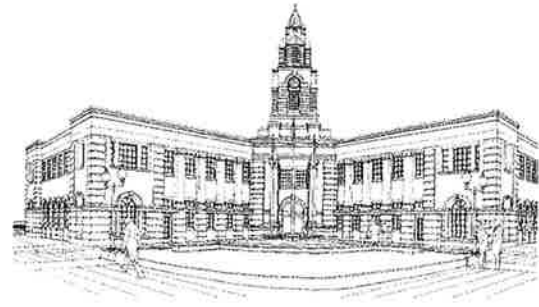
Title

[CLASSENJ]

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Morristown Police Department

ROGER OVERHOLT
Chief of Police



June 10, 2019

Mr. Mayor and Councilmembers:

I have completed a background check on Gauri J. Patel D.O.B. 02/01/1984 for the purpose of signing a Certificate of Compliance for the retail package store that is currently doing business as The Package Store, OM SAI baba Inc. located 1506 S. Cumberland Street.

Based on my investigation, it is my belief that Mrs. Patel has not been convicted of a felony in the **last 10 years**. She is eligible for renewal.

If you have any further questions, please feel free to contact me at (423)318-1552.

Respectfully,

BG
Lt. Billy Gulley

Lt. Billy Gulley,
Support Services Supervisor
Morristown Police Department

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



City of Morristown
P.O. Box 1499
Morristown, TN 37816



Renewal Application for Certificate of Compliance

Important Notes

1. This application shall be verified by the applicant. In the event the applicant is a partnership or corporation, each partner or stockholder shall file an accompanying application.
2. This application must be submitted 10 days prior to the City Council meeting in which you wish to be considered. (City Council meets on the 1st & 3rd Tuesday of each month at 5:00 p.m.)

Personal Data (Please Print)

(In the event the applicant is a partnership or corporation, each partner or stockholder must submit a renewal application.)

Full name of applicant: Gauri J. Patel Date of Birth 02-1-84

Name of corporation, partnership or LLC: Om Sai Baba Inc.

Home Address: 5125 Hamstead Pl Zip 37814

How long have you lived at current address 10 YRS Home Phone 810-964-3717

Social Security #: 733-05-4759 Drivers License # 108441178

Have you ever been convicted of any violation of a federal law, state law or municipal ordinance?

 Yes ✓ No

If "yes", specify offense, date, place of occurrence and disposition:

Store Name and Location

Store name: The Package Store

Street Address: 1506 S. Cumberland Rd. Zip 37813

Retail License Renewal Date 08-4-19

I the undersigned applicant, do hereby authorize the City of Morristown, by and through its agents and representatives and employees, to make inquiry, whether verbal, written, or electronic of any and all law enforcement agencies or clerks of courts, whether, state, federal or local, concerning my criminal history of any convictions that I have had for any misdemeanor or felony, involving other than minor traffic violations, within the last ten (10) years from the date of this application.

I the undersigned realize that falsification of any portion of this application shall be grounds for rejection of the application. The applicant further agrees to comply with state, federal laws, city ordinances and the rules and regulations of the Alcoholic Beverage Commission and of the State Commissioner of Revenue with references to the sale of alcoholic beverages.


Signature of Applicant

6/7/19
Date



City of Morristown
Office of the Police Department

LOCAL ARREST HISTORY
MORRISTOWN, TN **CITY LIMITS ONLY**



Subject of inquiry: PATEL GAURI J.
(last) (first) (middle)
(maiden name if any)

Date of Birth: 02/01/1984

Address: Street: 5125 HANSFORD PLACE

City: Morristown State: TN Zip: 37814

ID Presented: DL (state) SSN MILITARY OTHER ID NUMBER: 733-05-4759

☐ Check if information is same as above

Person requesting: Lt. BILLY GULLEY

Date of Birth:

Address: Street: MPD

City: State: Zip:

ID Presented: DL (state) SSN MILITARY OTHER ID NUMBER:

"I understand the use of this information is regulated by law"

B. Gulley
(signature)

☐ No Record was found with the name and DOB provided.

☒ The following record was found with the name and DOB provided.

Date	Charge(s)
01-23-14	speeding -pd.
Continued on Reverse Side	

Bonnie Langan Records Svr.
(Employee Processing History) (Title)

Date: 06.10.19

[Return to Agenda](#)
(500.05 REV) MPD 2010

Morristown Police Department

ROGER OVERHOLT
Chief of Police



Hamblen County Sheriff's Dept.
Records Division

June 10, 2019

I am requesting a records check for the purpose of a renewal Certificate of Compliance on the following individual:

GAURI J. PATEL D.O.B. 02/01/1984

SSN: 733-05-4759

If you have any questions, please give me a call at 423-318-1552 or fax me the results at 423-587-9518.

Thanks in advance for your assistance,

A handwritten signature in cursive script, appearing to read "Billy Gulley".

Lt. Billy Gulley, Support Services Supervisor
Morristown Police Department

cc: file

P.O. Box 1283 • Morristown, Tennessee 37816-1283 • Phone (423)586-1215 • Fax (423)587-9518

Esco R. Jarnagin
Sheriff



Wayne Mize
Chief Deputy

Sheriff of Hamblen County

510 Allison Street
Morristown, Tennessee 37814

HAMBLEN CO. ARREST RECORD SEARCH

DATE: 6/10/19

AN ARREST RECORD SEARCH WAS PROVIDED FOR THE FOLLOWING
INDIVIDUAL:

NAME: Gari J. Pakl

DATE OF BIRTH: 2/1/84

INDIVIDUAL HAS NO RECORD AT THE HAMBLEN CO. SHERIFF'S DEPT. ✓

Has Arrest with Morristown Police Department, Please Contact MPD-423-585-2710

INDIVIDUAL HAS THE FOLLOWING RECORD AT THE HAMBLEN CO. SHERIFF'S DEPT:

NO RECORD
JUN 10 2019

HCSD

IF YOU HAVE ANY QUESTIONS PLEASE CONTACT THE HAMBLEN CO.
SHERIFF'S DEPT. RECORDS OFFICE AT (423) 585-2769. THIS
RECORD CHECK IS A COUNTY RECORD CHECK ONLY.

Kim Spr

PHONE: (423) 586-3781 - Administrative
(423) 585-2720 - Jail
FAX: (423) 587-1658 - Administrative
(423) 587-1329 - Jail