

WORK SESSION
June 18, 2019
4:00 p.m.

1. **Agenda Review**

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
June 18, 2019
5:00 p.m.

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Robert Montgomery, Chaplain Morristown Fire Dept.

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

1. June 4, 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. 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.

2. Ordinance No. 3611.06

To Amend Ordinance Number 3611, 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;

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\$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.

3. 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.

4. Ordinance No. 3632

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.

5. Resolution No. 08-19

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.

9. NEW BUSINESS

9-a. Resolutions

1. Resolution No. _____

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.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____

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).
{Public Hearing July 2, 2019}

9-c. Awarding of Bids/Contracts

1. Approval of Change Order No. 2 for Petoskey Plastics – Site Improvements Phase II increasing the contract time by One Hundred Thirty-Five (135) days.
2. Approval of 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.
3. Approval of 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.
4. Approval of Bid - Leaf Truck.
5. Approval to accept the best and lowest bid submitted by Miracle Software Systems, Inc. for a one-year subscription service of Microsoft Office 365.
6. Approval of Request for Proposal for Property Maintenance submitted by Lawman Lawncare, LLC and to allow Tony Cox, City Administrator to enter into contract negotiations.
7. Approval of Interlocal Agreement with Hamblen County for Planning Services.
8. Approval of Interlocal Agreement with Hamblen County for Mosquito Spraying.

9-d. Board/Commission Appointments

9-e. New Issues

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 2, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 2, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
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

WORK SESSION AGENDA**June 18, 2019**

1. TCAT
2. Update on Proposed Changes to Alcohol Ordinance
3. Update on Ordinance Related to Part-time Municipal Judge

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
JUNE 4, 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 4, 2019, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present; Chris Bivens, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith, absent: Al A'Hearn

Reverend Dr. Cynthia Thompson led in the invocation and Mayor Gary Chesney led the "Pledge of Allegiance".

Councilmember Senter made a motion to approve the May 21, 2019 minutes as circulated. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Ordinance No. 3632; no one spoke.

Councilmember Senter made a motion to continue the Public Hearing for Ordinance 3632 to the June 18, 2019, City Council Meeting. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3632 – {Continued until June 18, 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.**

A Public Hearing was held relating to Resolution 08-19; no one spoke

Councilmember Smith made a motion to continue the Public Hearing for Resolution 08-19 to the June 18, 2019, City Council Meeting. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

**Resolution 08-19 - {Continued until June 18, 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 Pedigo made a motion to approve Ordinance No. 3633 on first reading and schedule a public hearing relative to final passage of said ordinance for June 18, 2019; Councilmember Smith seconded the motion and upon roll call; Councilmember 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.

Councilmember Senter made a motion to approve Ordinance No. 3611.06 on first reading and schedule a public hearing relative to final passage of said ordinance for June 18, 2019; Councilmember Smith 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

Councilmember Pedigo made a motion to approve Ordinance No. 3611.07 on first reading and schedule a public hearing relative to final passage of said ordinance for June 18, 2019; Councilmember Smith 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 Smith made a motion to accept the lowest and best bid submitted by TruBlu Tactical Police Supply for Tactical Bulletproof Vests for the Morristown Police Department. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to accept the Request for Proposal submitted by Specialty Service Group for Dog Park Fencing at Wayne Hansard Park and to allow Tony Cox, City Administrator to enter into contract negotiations. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to accept the Grant Contract between the State of Tennessee Department of Economic and Community Development and the City of Morristown for the provision of improvements for VanHool TN Manufacturing, LLC under the FastTrack Infrastructure Development Program (FIDP). Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney postponed the appointment to the Morristown Regional Airport Commission; unexpired term of Louis “Doe” Jarvis.

City Administrator Tony Cox reported on Line Items Transfers from the General Fund and Stormwater Fund.

Mayor Chesney adjourned the June 4, 2019 City Council meeting at 5:24 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Budget Ordinance

ORDINANCE No. 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

WHEREAS, Tennessee Code Annotated § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Mayor and City Council have published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Council will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE AS FOLLOWS:

SECTION 1: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2020, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

GENERAL FUND		Actual FY 2018	Estimated FY 2019	Budget FY 2020
Cash Receipts				
Local Taxes		\$ 28,660,394	\$ 30,420,687	\$ 32,525,000
Licenses And Permits		1,085,209	1,017,016	980,000
Intergovernmental		5,656,799	5,230,997	7,045,860
Charges For Services		130,029	133,574	102,000
Fines And Forfeitures		740,397	699,840	520,000
Uses of Money And Property		725,929	1,970,986	890,187
Total Cash Receipts		\$ 36,998,757	\$ 39,473,100	\$ 42,063,047
Appropriations				
General Government		\$ 4,358,097	\$ 4,521,758	\$ 5,331,984
Public Safety		16,111,865	16,441,072	17,827,469
Public Works		6,033,078	6,619,844	8,044,060
Parks & Recreation		2,049,579	2,176,577	2,669,363
Agriculture and Natural Resources		-	158,663	310,201
Civic Support		1,554,393	1,631,289	1,742,366
Airport		669,285	304,723	469,200
Retiree Health Insurance		463,208	557,082	575,000
Debt Service		2,281,230	2,663,246	2,918,404
Transfers Out - To Other Funds		1,801,666	7,189,100	2,682,500
Total Appropriations		\$ 35,322,401	\$ 42,263,354	\$ 42,570,547
Change in Fund Balance (Receipts - Appropriations)		1,676,356	(2,790,254)	(507,500)
Beginning Fund Balance July 1		23,227,247	24,903,603	22,113,349
Ending Fund Balance June 30		\$ 24,903,603	\$ 22,113,349	\$ 21,605,849
Ending Cash as a % of Total Cash Payments/Appropriations		70.5%	52.3%	50.8%

LAMTPO FUND		Actual FY 2018	Estimated FY 2019	Budget FY 2020
Cash Receipts				
City Revenues		\$ -	\$ 31,304	\$ -
State Grants		-	22,910	-
Transportation Planning Reimbursements		25,303	202,359	239,176
Section 5307 Reimbursements		151,408	-	-
Other County Revenue		1,063	15,831	59,794
Total Cash Receipts		\$ 177,774	\$ 272,404	\$ 298,970
Appropriations				
Transportation Planning Administration		\$ 116,946	\$ 181,962	\$ 241,868
Total Appropriations		\$ 116,946	\$ 181,962	\$ 241,868
Change in Fund Balance (Receipts - Appropriations)		60,828	90,442	57,102
Beginning Fund Balance July 1		160,589	221,417	311,859
Ending Fund Balance June 30		\$ 221,417	\$ 311,859	\$ 368,961
Ending Cash as a % of Total Cash Payments/Appropriations		189.3%	171.4%	152.5%

SOLID WASTE FUND		Actual FY 2018	Estimated FY 2019	Budget FY 2020
Cash Receipts				
Solid Waste Fees		\$ 1,438,504	\$ 2,006,213	\$ 2,088,000
Total Cash Receipts		\$ 1,438,504	\$ 2,006,213	\$ 2,088,000
Appropriations				
Sanitation		\$ 1,399,009	\$ 1,628,137	\$ 1,662,683
Recycling		242,012	255,561	267,978
Debt Service		32,922	32,747	31,840
Total Appropriations		\$ 1,673,943	\$ 1,916,445	\$ 1,962,501
Change in Fund Balance (Receipts - Appropriations)		(235,439)	89,768	125,499
Beginning Fund Balance July 1		454,845	219,406	309,174
Ending Fund Balance June 30		\$ 219,406	\$ 309,174	\$ 434,673
Ending Cash as a % of Total Cash Payments/Appropriations		13.1%	16.1%	22.1%

DRUG FUND		Actual FY 2018	Estimated FY 2019	Budget FY 2020
Cash Receipts				
Fines And Forfeitures		\$ 208,118	\$ 100,252	\$ 85,000
Sale of Equipment		812	10,036	-
Total Cash Receipts		\$ 208,930	\$ 110,288	\$ 85,000
Appropriations				
Narcotics Enforcement		\$ 89,937	\$ 55,559	\$ 168,313
Total Appropriations		\$ 89,937	\$ 55,559	\$ 168,313
Change in Fund Balance (Receipts - Appropriations)		118,993	54,729	(83,313)
Beginning Fund Balance July 1		124,431	243,424	298,153
Ending Fund Balance June 30		\$ 243,424	\$ 298,153	\$ 214,840
Ending Cash as a % of Total Cash Payments/Appropriations		270.7%	536.6%	127.6%

STORM WATER FUND		Actual FY 2018	Estimated FY 2019	Budget FY 2020
Cash Receipts				
Storm Water Utility Fees		\$ 1,345,299	\$ 1,380,622	\$ 1,500,000
Miscellaneous		20,265	12,702	-
Total Cash Receipts		\$ 1,365,564	\$ 1,393,324	\$ 1,500,000
Appropriations				
Drain Way Maintenance		\$ 334,819	\$ 946,416	\$ 1,702,706
Storm Water Management		290,997	295,494	340,233
Debt Service		126,896	342,399	329,835
Depreciation		355,041	349,285	349,285
Total Appropriations		\$ 1,107,753	\$ 1,933,594	\$ 2,722,059
Non-Operating Activities				
Interest Earnings		\$ 15,976	\$ 22,640	\$ 12,500
Total Non-Operating Activities		\$ 15,976	\$ 22,640	\$ 12,500
Change in Fund Balance (Receipts - Appropriations)		273,787	(517,630)	(1,209,559)
Beginning Fund Balance July 1		4,200,114	4,473,901	3,956,271
Ending Fund Balance June 30		\$ 4,473,901	\$ 3,956,271	\$ 2,746,712
Ending Cash as a % of Total Cash Payments/Appropriations		403.9%	204.6%	100.9%

E-CITATION FUND		Actual FY 2018	Estimated FY 2019	Budget FY 2020
Cash Receipts				
E-Citation Fees		\$ 13,114	\$ 16,558	\$ 13,000
Total Cash Receipts		\$ 13,114	\$ 16,558	\$ 13,000
Appropriations				
		\$ -	\$ -	\$ -
Total Appropriations		\$ -	\$ -	\$ -
Change in Fund Balance (Receipts - Appropriations)		13,114	16,558	13,000
Beginning Fund Balance July 1		-	13,114	29,672
Ending Fund Balance June 30		\$ 13,114	\$ 29,672	\$ 42,672

SECTION 2: At the end of the fiscal year 2019, the governing body estimates fund balances or deficits as follows:

Fund	Estimated Fund Balance at June 30, 2019
General Fund	\$ 22,113,349
LAMTPO Fund	\$ 311,859
Solid Waste Fund	\$ 309,174
Drug Fund	\$ 298,153
Storm Water Fund	\$ 3,956,271
E-Citation Fund	\$ 29,672

SECTION 3: That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2019	FY2020 Principal Payment	FY2020 Interest Payment
Bonds -				
\$5M Bond Issue 2009	\$ -	\$ 2,227,843	\$ 111,331	\$ 63,210
\$5M Bond Issue 2013	\$ -	\$ 3,746,999	\$ 208,884	\$ 116,356
General Obligation Bonds Series 2017	\$ -	\$ 9,055,000	\$ 280,000	\$ 294,263
General Obligation Bonds Series 2018	\$ -	\$ 18,225,000	\$ 1,040,000	\$ 792,850
Notes -				
Capital Outlay Note 2012		\$ 1,655,000	\$ 335,000	\$ 32,688

SECTION 4: During the coming fiscal year (2020) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects	Pending Capital Projects - Total Expense	Pending Capital Projects Expense Financed by Estimated Revenues and/or Reserves	Pending Capital Projects Expense Financed by Debt Proceeds
Construction Projects	\$ 36,000,000	\$ -	\$ 36,000,000

SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (TCA § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tennessee Code Annotated § 6-56-205.

SECTION 6: Money may be transferred from one appropriation to another in the same fund by the City Administrator, subject to such limitations and procedures as set by the Mayor and City Council pursuant to Tennessee Code Annotated § 6-56-209. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 7: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full-time equivalent employees required by Tennessee Code Annotated § 6-56-206 will be attached.

SECTION 8: There is hereby levied a property tax of \$1.50 per \$100 of assessed value on all real and personal property.

SECTION 9: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the City has debt issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the City does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.

SECTION 10: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 11: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 12: This ordinance shall take effect July 1, 2019, the public welfare requiring it.

Passed 1st Reading: _____

Passed 2nd Reading: _____

Mayor

ATTESTED:

City Administrator

SEAL

APPROPRIATION ORDINANCE

Ordinance Number: **3611.06**

TO AMEND ORDINANCE NUMBER 3611, 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.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3611 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2018-2019 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUE/FUND BALANCE		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Police Department - Patrol	110.42120.413	Office Equipment			\$ 2,598	
General (#110)	Police Department - Patrol	110.42120.399	Other Contracted Services			\$ 10,386	
General (#110)	Revenue	110.33604.000	Department of Justice Grants	\$12,984			
General (#110)	Revenue	110.34710.000	Donations to Parks & Rec Department	\$25,000			
General (#110)	P&R - Parks & Maintenance	110.44430.999	Other Capital Outlay			\$ 25,000	
General (#110)	Special Appropriations	110.81000.616	Economic Development (Hotel/Motel Tax)			\$ 185,000	
General (#110)	Revenue	110.31100.000	Local Hotel/Motel Tax	\$185,000			
General (#110)	Transfers	110.92000.639	Transfers to Capital Projects Fund			\$ 3,289,100	
General (#110)	Fund Balance	110-27100.000	Unassigned Fund Balance		\$ 3,289,100		
General (#110)	Airport	110.48100.999	Other Capital Outlay				\$ 1,200,000
General (#110)	Revenue	110.33585.000	TDOT - Airport Grant		\$ 1,200,000		
General (#110)	Public Works Pavement Management	110.43300.958	Street Infrastructure Improvements				\$ 1,000,000
General (#110)	Revenue	110.33580.000	TDOT - Streets		\$ 1,000,000		
			Totals	\$ 222,984	\$ 5,489,100	\$ 3,512,084	\$ 2,200,000

PASSED ON FIRST READING THIS 4th Day of June 2019

ATTEST:

Mayor

City Administrator

PASSED ON SECOND READING THIS 18th Day of June 2019

ATTEST:

Mayor

City Administrator

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APPROPRIATION ORDINANCE

Ordinance Number: 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.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3611 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2018-2019 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	RESERVES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
Storm Water (#440)	Storm Water Drainway Maintenance	440.43293.999	Other Capital Outlay			\$ 494,415	
Storm Water (#440)	Storm Water	440-27100.000	Net Position		\$ 494,415		
			Totals	\$ -	\$ 494,415	\$ 494,415	\$ -

PASSED ON FIRST READING THIS 4th Day of June 2019

ATTEST: _____

Mayor

City Administrator

PASSED ON SECOND READING THIS 18th Day of June 2019

ATTEST: _____

Mayor

City Administrator

ORDINANCE NO. 3632

ENTITLED 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, the general location being shown on the attached exhibit A;

Section 1. WHEREAS, it now appears that the prosperity of the City and of the territory herein described shall be materially retarded and the safety and welfare of inhabitants and property owners thereof endangered if such territory is not annexed; and

Section II. WHEREAS, the annexation of such territory is deemed necessary for the welfare of the residents and property owners thereof and the City as a whole;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN;

1. **PURSUANT** to authority conferred by Section 6-15:102 of the Tennessee Code Annotated, there is hereby annexed to the City of Morristown Tennessee and incorporated within the corporate boundaries thereof, the following described territory:
2. Heavy Density Residential (R-3) zoning shall be applied upon adoption of the annexation area.
3. This Ordinance shall become operative thirty days after its passage or as otherwise provided for in Chapter 113, Public Acts of Tennessee, 1955.
4. This Ordinance shall become effective from and after its passage, the public welfare requiring it.

PASSED ON FIRST READING THIS 21st DAY OF MAY, 2019.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND READING THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY ADMINISTRATOR

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: City Council
FROM: Lori Matthews, Senior Planner
DATE: May 21st 2019
SUBJECT: Annexation Request

BACKGROUND:

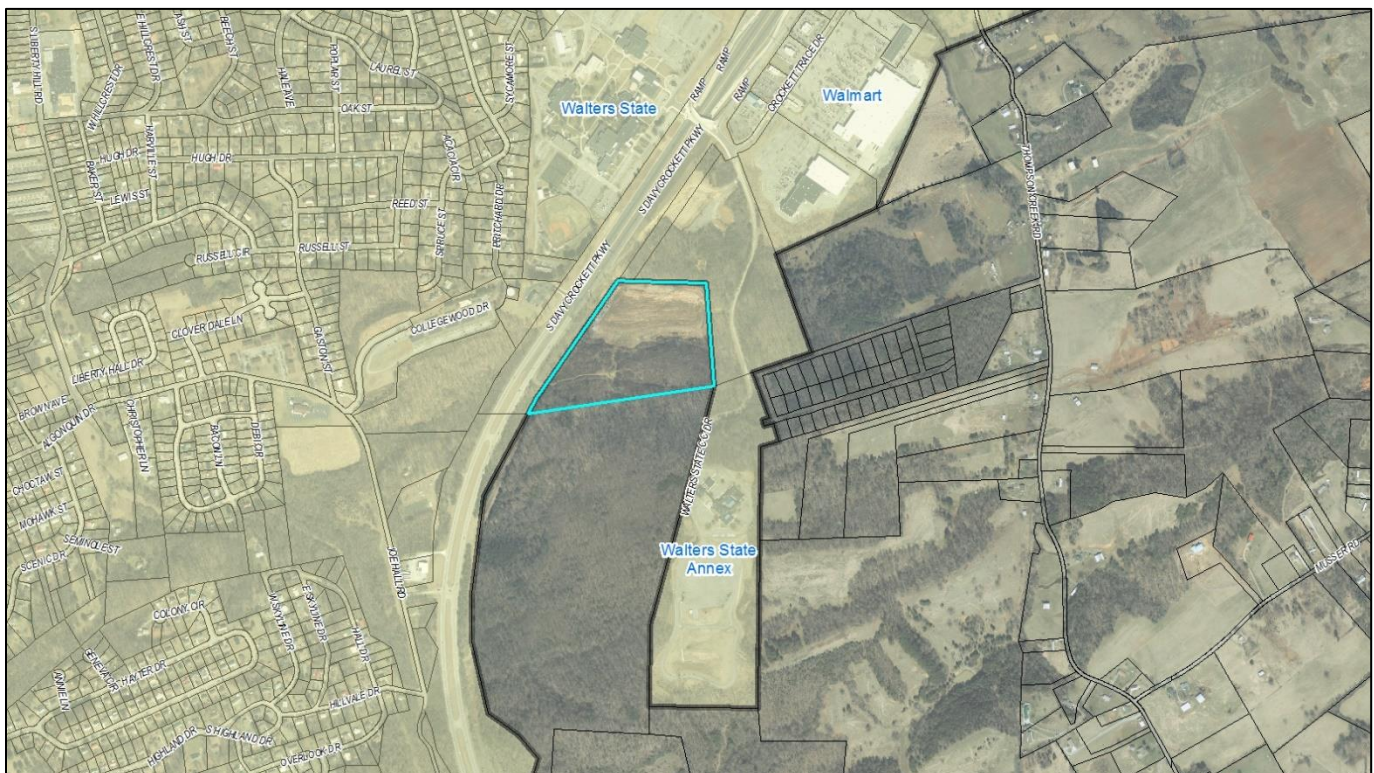
A request for annexation has been submitted by Mr. Mitch Cox on behalf of property owners James and Sarah Gose for their property located off of South Davy Crockett Highway in the City's Urban Growth Boundary region, just south of Crockett Square/Walmart shopping center. The property being 23 acres in size will be developed into a 250 unit residential complex.

Existing County zoning for this property is A-1, Agricultural and Forestry. The applicant is requesting the property be given an assigned zoning designation of R-3, High Density Residential in lieu of the typical 'placeholder' designation of R-1, Single Family Residential. The applicant has already submitted a multifamily residential site plan and is asking for approval of both annexation and site plan simultaneously. It is their intent to begin excavation immediately following approval of the annexation.

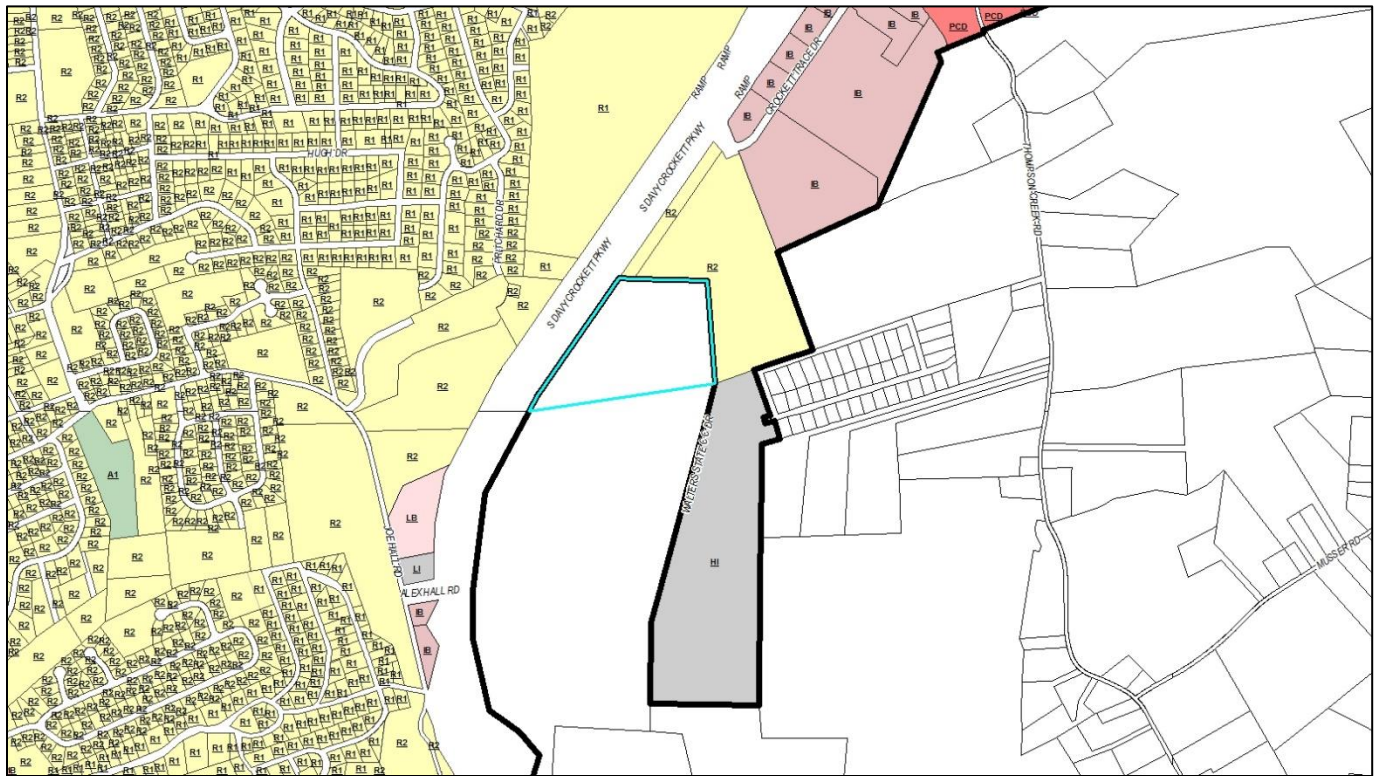
Morristown Utilities Commission will serve as provider for all utilities to include electric, sanitary sewer and water needs. No additional right-of-way is to be included. No additional Fire or Police personnel will be required at this time.

RECOMMENDATION:

The Planning Commission at their May 14th meeting voted unanimously to forward this request on to City Council for approval.



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**PLAN OF SERVICES
RESOLUTION NO. 08-19**

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTY LOCATED ALONG THE EAST SIDE OF SOUTH DAVY CROCKETT HIGHWAY (APPALACHIAN HIGHWAY) AND SHOWN AS LOTS 1 AND 2 OF THE JOHN AND MURIEL ARNOLD PROPERTY AS RECORDED IN PLAT CABINET A SLIDE A94

WHEREAS, TENNESSEE CODE ANNOTATED, TITLE 6, CHAPTER 51, AS AMENDED REQUIRES THAT A PLAN OF SERVICES BE ADOPTED BY THE GOVERNING BODY.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE:

Property identified as being located in the fourth civil district of Hamblen County, 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 and as shown on the attached Exhibit A;

Section I. Pursuant to the provisions of Title 6, Chapter 51, Tennessee Code Annotated, there is hereby adopted, for the area bounded as described above, the following plan of services.

Police Protection

Patrolling, radio responses to calls, and other routine police services using present personnel and equipment will be provided upon the effective date of annexation.

Fire Protection

Fire protection by the present personnel and the equipment of the fire fighting force, within the limitations of available water and distances from fire stations, will be provided upon the effective date of annexation. Water for fire protection to serve the substantially developed annexed area(s) will be provided in accordance with current policies of Morristown Utilities Commission unless authorized by franchise agreement with another utility district which has made service available with capabilities to meet City of Morristown Fire Protection Standards. Any extension of water system infrastructure beyond that of Morristown Utilities Commission policies shall be at the expense of the property owner or developer.

Water Service

Water for potable use will be provided in accordance with current policies of Morristown Utilities Commission.

Sanitary Sewer Service

Any extension of said shall be at the expense of the property owner or property developer.

Electrical Service

Electrical service for domestic, commercial and industrial use will be provided at city rates for new lines as extended in accordance with current policies of Morristown Utility Commission. In those parts of the annexed area presently served by another utility cooperative, the above conditions or terms will begin with the acquisition by the city of such cooperatives or parts thereof, which may be delayed by negotiations and/or litigation.

Refuse Collection

The same regular refuse collection service now provided within the City will be extended to the annexed area sixty days following the effective date of annexation.

Streets

Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under current policies of the city. Traffic signals, traffic signs, street markings and other

traffic control devices will be installed as the need therefore is established by appropriate study and traffic standards. Street name signs where needed will be installed as new street construction requires.

Inspection Services

Any inspection services now provided by the City (building, property maintenance, electrical, plumbing, gas, housing, sanitation, etc.) will begin upon the effective date of annexation.

Planning and Zoning

The planning and zoning jurisdiction of the city will apply to the annexed area in conjunction with the effective date of annexation. The recommended zoning designation for this land will be R-3 (High Density Residential).

Street Lighting

Street lights will be installed in accordance to City and Morristown Utilities Commission policies.

Recreation

Residents of the annexed area may use all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used will be followed in expanding the recreational program and facilities in the enlarged city.

Section II. This Resolution shall become effective from and after its adoption.

Passed on this _____ day of _____, 2019.

Mayor
ATTEST:

City Administrator

RESOLUTION NO. _____

“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-HAMBLÉN 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

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



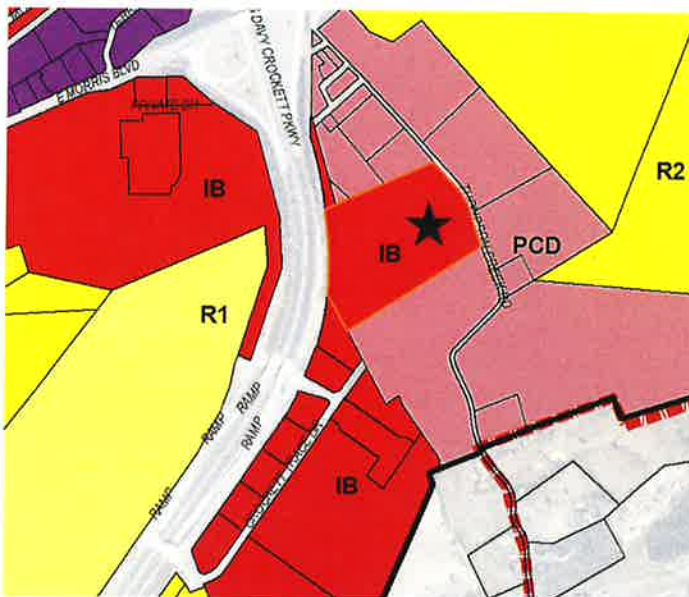
TO: Morristown City Council
FROM: Josh Cole, Planner 
DATE: June 18th, 2019
SUBJECT: 570 Thompson Creek RD Rezoning from IB to R3

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.

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MORRISTOWN, TENNESSEE

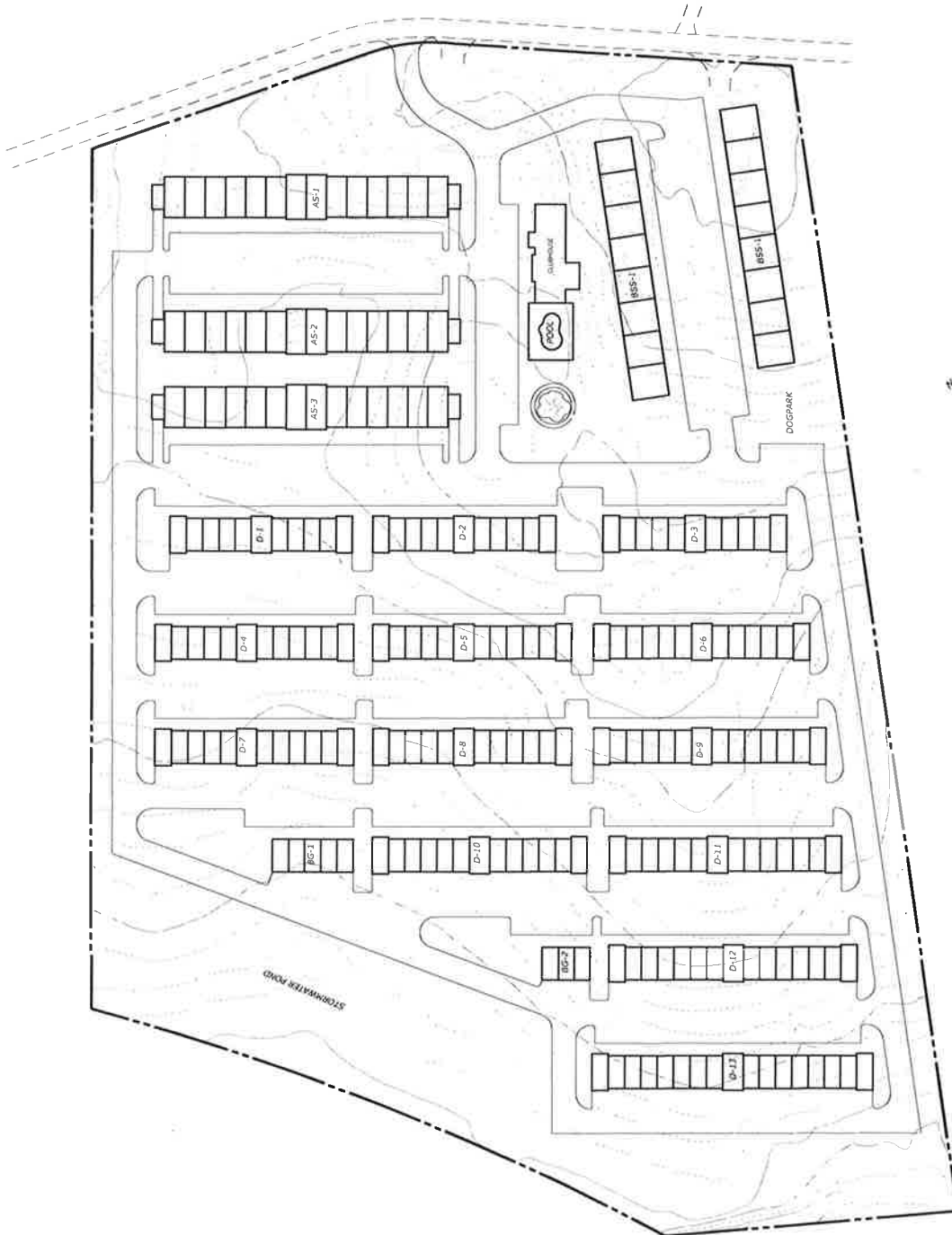
STUDY FOR:
ITCH COE
AT BARRACK

(X) Box 4373, Johnson City, Tennessee 37602-4373
423.791-4730 Todd@dwadeng.com



DATE	BY	REVISIONS	NO

MULTIFAMILY BUILDING SUMMARY				
BUILDG	NO. UNITS	NO. BRS PSS UNIT	NO. 2P LOFT/STYR	1-CAR GARAGES
AS-1	28**	1 BR	ONE	2
AS-2	29**	1 BR	ONE	2
AS-3	26**	1 BR	ONE	2
BSS-1	18**	2 BR	ONE	2
BSS-2	18**	2 BR	ONE	2
BG-1	6	2 BR	ONE	3
BG-2	31	2 BR	ONE	3
D-1	11	MIXED	ONE	11
D-2	11	MIXED	ONE	11
D-3	11	MIXED	ONE	11
D-4	12	MIXED	ONE	12
D-5	12	MIXED	ONE	12
D-6	12	MIXED	ONE	12
D-7	12	MIXED	ONE	12
D-8	12	MIXED	ONE	12
D-9	14	MIXED	ONE	14
D-10	13	MIXED	ONE	13
D-11	18**	MIXED	ONE	18**
D-12	12	MIXED	ONE	12
D-13	12	MIXED	ONE	12
TOTAL 398 UNITS				
* 100% RENT UNITS WITH STANDARD 1 BR OR 2 BR UNITS				
TOTAL				163 GARAGES



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ORDINANCE NO. _____,

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

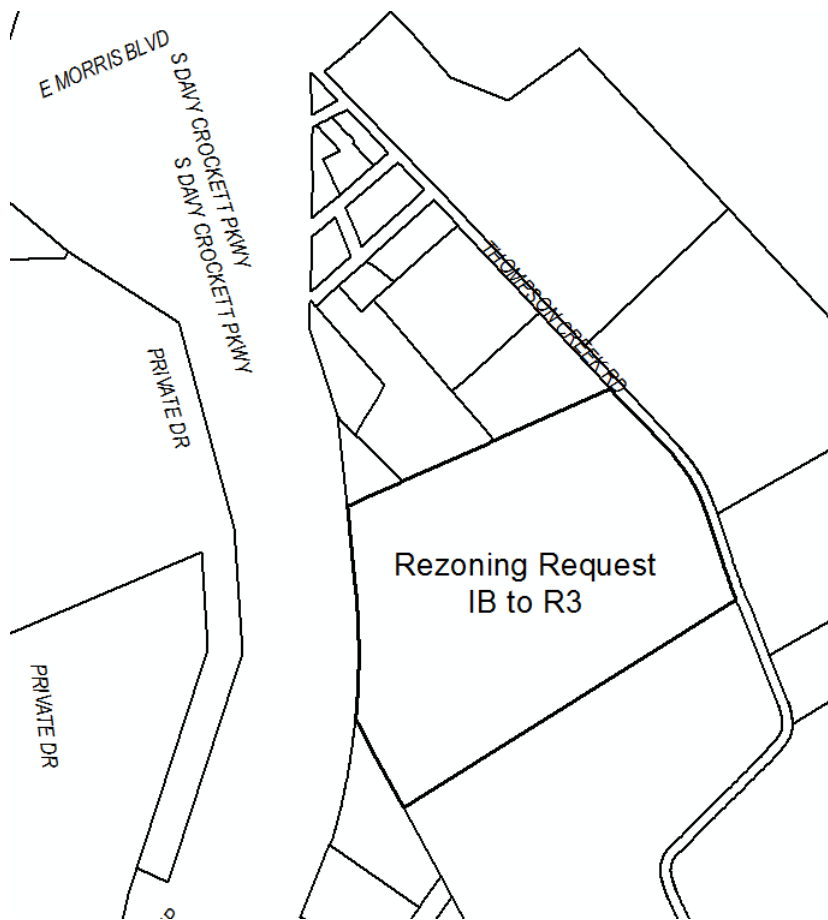
Passed on second and final reading the 2nd day of July 2019.

Mayor

ATTEST:

City Administrator

Exhibit A:





AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Petoskey Plastics - Site Improvements - Phase II 5725 Commerce Blvd. Morristown, TN 37814	CONTRACT INFORMATION: Contract For: General Construction Date: July 12, 2018	CHANGE ORDER INFORMATION: Change Order Number: 2 Date: June 5, 2019
OWNER: <i>(Name and address)</i> City of Morristown Office of Finance 100 W. First North Street Morristown, TN 37814	ARCHITECT: <i>(Name and address)</i> George Armour Ewart, Architect 404 Bearden Park Circle Knoxville, TN 37919	CONTRACTOR: <i>(Name and address)</i> Burke-Ailey Construction Co., Inc. P.O. Box 1644 Morristown, TN 37814

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	\$ 387,840.00
The net change by previously authorized Change Orders	\$ 9,230.00
The Contract Sum prior to this Change Order was	\$ 397,070.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 397,070.00

The Contract Time will be increased by One Hundred Thirty-Five (135) days.
The new date of Substantial Completion will be November 1, 2019.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

George Armour Ewart, Architect ARCHITECT <i>(Firm name)</i>  SIGNATURE	Burke-Ailey Construction Co., Inc. CONTRACTOR <i>(Firm name)</i>  SIGNATURE	City of Morristown OWNER <i>(Firm name)</i> SIGNATURE
George A. Ewart, AIA, Owner/Architect PRINTED NAME AND TITLE	Ron Ailey, Vice President PRINTED NAME AND TITLE	Joey Barnard, Finance Director PRINTED NAME AND TITLE
06/05/19 DATE	6-6-19 DATE	 DATE

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Petroskey Plastics - Site Improvements - Phase III 5725 Commerce Blvd. Morristown, TN 37814	CONTRACT INFORMATION: Contract For: General Construction Date: April 16, 2019	CHANGE ORDER INFORMATION: Change Order Number: 1 Date: June 6, 2019
OWNER: <i>(Name and address)</i> City of Morristown Office of Finance 100 W. First North Street Morristown, TN 37814	ARCHITECT: <i>(Name and address)</i> George Armour Ewart, Architect 404 Bearden Park Circle Knoxville, TN 37919	CONTRACTOR: <i>(Name and address)</i> Burke-Ailey Construction Co., Inc. P.O. Box 1644 Morristown, TN 37814

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Deduct \$111,376.00 for paving for front parking lot both front and side lot.

Deduct \$41,064.00 for concrete sidewalk for front parking lot.

The original Contract Sum was	\$	665,582.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	665,582.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	152,440.00
The new Contract Sum including this Change Order will be	\$	513,142.00

The Contract Time will be increased by Thirty (30) days.

The new date of Substantial Completion will be August 23, 2019.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

George Armour Ewart, Architect ARCHITECT <i>(Firm name)</i>	Burke-Ailey Construction Co., Inc. CONTRACTOR <i>(Firm name)</i>	City of Morristown, Office of Finance OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
George A. Ewart, AIA, Owner/Architect PRINTED NAME AND TITLE	Ron Ailey, Vice President PRINTED NAME AND TITLE	Joey Bernard, Finance Director PRINTED NAME AND TITLE
June 6, 2019 DATE	6-6-19 DATE	 DATE

CONTRACT

Between

City of Morristown
and
East Tennessee Development District

THIS CONTRACT, by and between the City of Morristown and the East Tennessee Development District, hereinafter referred to as the GRANTEE and ETDD, respectively.

WITNESSETH: In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this contract according to the provisions set out herein:

A. ETDD agrees to perform the services as follows:

Responsibilities of ETDD are to provide administrative services to GRANTEE in order to implement a FastTrack Infrastructure Development Program (FIDP) Project that will assist with infrastructure and/or site preparation activities at the Van Hool TN Manufacturing facility site in the City of Morristown, Tennessee in accordance with all guidelines of the Tennessee Department of Economic and Community Development. Consultant services may include, but not be limited to:

- (1) Attendance at required conferences and training sessions;
- (2) Establishment and maintenance of a record keeping system to include financial record keeping, preparation and submission of requests for payment and preparation of project close-out reports;
- (3) Review of bid documents for conformance with applicable regulations;
- (4) Supervision of procurement activities relevant to the FIDP project;
- (5) In cooperation with the Tennessee Department of Labor, provide supervision of contractual activities to ensure compliance with equal opportunity employment and labor standards requirements;
- (6) All other work necessary to ensure that FIDP grant funds are being expended in strict compliance with applicable rules and regulations.

B. The GRANTEE agrees to perform the following services for this project:

- (1) The GRANTEE shall disburse FIDP funds to the contractual parties within three working days of receiving said funds.
- (2) The GRANTEE shall be responsible for all aspects of public/customer relations during the course of this project. ETDD may at the request of the GRANTEE provide instruction and assistance in the resolution of matters involving such relations and the guidelines of the FIDP Program.

- C. The GRANTEE agrees to compensate ETDD for administrative services an amount not to exceed \$15,000 (Fifteen Thousand Dollars and no cents) with payments to be made periodically during the course of the project based on the reimbursement schedule approved by the Department of Economic and Community Development.
- D. The parties further agree that the attached Part II entitled "Terms and Conditions" shall be acknowledged as additional terms and conditions of this Contract. Within Part II, ETDD shall be referred to as the Consultant, and the City of Morristown shall be referred to as the City.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

ACCEPTED:

Signature

City of Morristown Mayor

Title

Date

ACCEPTED:



Signature

Executive Director, ETDD

Title



Date

PART II: TERMS AND CONDITIONS

For the purpose of these Terms and Conditions, the CONSULTANT shall refer to the East Tennessee Development District and the CITY shall refer to the City of Morristown, Tennessee.

1. Termination of Contract for Cause.

If, through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this Contract shall, at the option of the CITY, become CITY property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CITY damages sustained by the CITY by virtue of any breach of the Contract by the CONSULTANT, and the CITY may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the CITY from the CONSULTANT is determined.

2. Termination for Convenience of the CITY

The CITY may terminate this contract at any time by giving at least ten (10) days notice in writing to the CONSULTANT. If the Contract is terminated by the CITY as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONSULTANT, paragraph 1 hereof relative to termination shall apply.

3. Changes

The CITY may, from time to time, request changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written amendments to this Contract.

4. Personnel

- a. The CONSULTANT represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.
- b. All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such service.

- c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability

The CONSULTANT shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CITY thereto: Provided, however, that claims for money by the CONSULTANT from the CITY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice or any such assignment or transfer shall be furnished promptly to the CITY.

6. Reports and Information

The CONSULTANT, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits

The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CITY or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

8. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the CONSULTANT under this Contract are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

9. Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the CONSULTANT.

10. Compliance with Local Laws

The CONSULTANT shall comply with all applicable laws, ordinances and codes of the State and local governments, and the CONSULTANT shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. Equal Employment Opportunity

During the performance of this Contract, the CONSULTANT agrees as follows:

- a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- b. The CONSULTANT will, in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

12. Interest of Members of the CITY

No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

13. Interest of Other Local Public Officials

No Member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

14. Interest of CONSULTANT and Employees

The CONSULTANT covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Inter Office Memo



To: Mayor Chesney and Councilmembers

From: Cindy Dobb, City Administrators Office 

Date: June 13, 2019

Re: Bid for Leaf Truck

Due to timing of the Bid Opening for the Leaf Truck, the bid documentation was not available to be included in the packet at time of distribution. The bid tabulation will be available at the Agenda Review on Tuesday.

Thank you.



Morristown City Council Agenda Item Summary

Date: June 13, 2019

Agenda Item: Approval of Bid – Office 365

Prepared by: Joey Barnard

Subject: Office 365 Bid

Background/History: Licensing agreements related to software continue to evolve. Due to the fact that email communication and certain other office software products are essential to the operation of the City of Morristown, it is I.T. staff's and the City of Morristown's I.T. consultant's recommendation to continue subscription service. This provides a secure platform with flexibility.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on May 30, 2019 and on June 2, 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 Thursday, June 13, 2019. We received two (2) responses.

Financial Impact: Funds have been appropriated in the budget to move forward with this purchase. With the recommendation of I.T. staff and I.T. consultant it is in the City of Morristown's best interest to move forward with this purchase. The low bidder submitted all necessary documentation and prescribed to the terms and conditions outlined in the bid.

Action options/Recommendations: It is staffs' recommendation to accept the best and lowest bid submitted by Miracle Software Systems, Inc for a one-year subscription.

Attachments: Bid Tabulation.

City of Morristown
Office 365 Bid Tabulation
Thursday, May 24, 2018; 2:00 PM

Bidder	Microsoft Office 365 1 Year License	Microsoft Exchange Online Plan 1 Year License	Renewal Option	Total Price
Miracle Software Systems, Inc.	\$ 7,477.75	\$ 8,332.35	No Bid	\$ 15,810.10
SOS Computers, LLC DBA: Technology Express	\$ 8,225.00	\$ 8,775.00	No Bid	\$ 17,000.00



Morristown City Council Agenda Item Summary

Date: June 11, 2019

Agenda Item: Approval of RFP – Property Maintenance

Prepared by: Joey Barnard

Subject: Property Maintenance RFP

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 has requested proposals from qualified vendors for a property maintenance program. The selected vendor will maintain the properties that the Codes Enforcement Officers deem in violation for a three (3) year period.

Findings/Current Activity: The RFP was advertised in the *Citizen Tribune* on May 21, 2019 and May 23, 2019. Additionally, the RFP 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 Tuesday, June 4, 2019. We received one (1) response.

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: It is staffs' recommendation to approve the Request for Proposal submitted by Lawnman Lawncare, LLC and to allow Tony Cox, City Administrator to enter into contract negotiations.

Attachments: None

INTERLOCAL COOPERATION AGREEMENT FOR PLANNING ADVISOR

This Interlocal Cooperation Agreement (“Agreement”) is entered into this ____ day of _____ 2019 by and between **THE CITY OF MORRISTOWN, TENNESSEE** (“City”) and **HAMBLEN COUNTY, TENNESSEE** (“County”).

WITNESSETH

Whereas, *Tennessee Code Annotated* §12-9-104 authorizes public agencies to exercise and enjoy jointly with other public agencies of the State, any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State; and

Whereas, the County has requested the assistance of the City planning department, by specifically having a City planner work with the County’s Planning Operations Manager four (4) hours per week; and

Whereas, the City has agreed to make a planner available to the County subject to the terms of this Agreement; and

Whereas, the City and the County hereby enter into this Interlocal Cooperation Agreement for the purpose of the City making a City planner available to the County to serve in an advisory position at the County on a limited basis and pursuant to the terms addressed herein.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. The City agrees to ensure that a City planner is available to the County for four (4) hours every week to assist and work with the County’s Planning Operations Manager. The City currently has two (2) planners on staff, and the City intends to allow each planners to be available to the County in alternating months, i.e. one planner will work with the County in odd numbered months and the other planner will work with the County in even numbered months.
2. The parties understand that the duties of the planner will consist of conferring with the local planning commission, board of zoning appeals and other local officials in the County’s comprehensive planning program. The planner will work directly with the County’s Planning Operating Manager and will assist with the following non-comprehensive list of services:

- a) Attend the county planning commission meeting and board of zoning appeals meetings regularly, as well as attend the County Commission meeting on an as needed basis, and assist in the preparation of agenda items (reviews and recommendations) for both boards;
 - b) Advise the planning commission and board of zoning appeals on plat approvals, rezoning requests, site plan proposals, subdivision regulations, development proposals and other land use controls;
 - c) Assist in planning and offering training for planning commissioners, members of the board of zoning appeals and other local officials;
 - d) Provide administrative interpretations of state laws and county regulations for property use issues.
- 3. The parties understand that the planner will not be utilized to work the service counter, greet the public or answer the telephone in any County office. Nor will the planner be expected to work with any property maintenance, building code or storm water issues that may arise and involve the County.
 - 4. The parties understand and agree that the planner(s) will be covered as a City Employee and under the City's workers compensation insurance and policy.
 - 5. The City and County shall each designate a specific contact person for issues related to this Agreement and shall provide that person's name and telephone number to the other party upon approval of this Agreement. If there is any change in the contact person, notification to the other shall be immediately given.
 - 6. The County shall pay the City an annual sum of fifteen thousand and five-hundred dollars (\$15,500) for the use of the City planner. The City shall invoice the County on a quarterly basis and the County shall remit payment to the City within fifteen (15) days of receiving said invoice. The County agrees to grant an annual pay increase up to, but not to exceed, the unadjusted percent change for the most recent twelve (12) months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI-U).
 - 7. After the approval by both the City Council and the County Commission, the term of this Agreement shall commence on July 1, 2019 and shall continue for a period of one (1) year. This Agreement shall automatically renew each year, unless either party desires not to renew or continue the Agreement and provides at least a

thirty (30) day written notice of same to the other party. Additionally, this Agreement and any extension(s) thereof shall be subject to the funds being appropriated by the County.

8. This Agreement shall take effect upon its adoption and approval by the governing bodies of both parties hereto and shall be binding upon the undersigned, their successors and assigns unless modified by an agreement in writing executed by the parties hereto.

Witness the day and year first above written.

City of Morristown, Tennessee

Hamblen County, Tennessee

By: _____

By: _____

Adopted: _____

Adopted: _____

INTERLOCAL COOPERATION AGREEMENT FOR MOSQUITO SPRAYING

This Interlocal Cooperation Agreement (“Agreement”) is entered into this ____ day of _____ 2019 by and between **THE CITY OF MORRISTOWN, TENNESSEE** (“City”) and **HAMBLEN COUNTY, TENNESSEE** (“County”).

WITNESSETH

Whereas, *Tennessee Code Annotated* §12-9-104 authorizes public agencies to exercise and enjoy jointly with other public agencies of the State, any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State; and

Whereas, the County has requested that the City provide mosquito spraying services to certain areas located outside of the City limits and in the County; and

Whereas, the City has agreed to provide mosquito spraying services to areas in the County; and

Whereas, the City and the County hereby enter into this Interlocal Cooperation Agreement for the purpose of the City providing mosquito spraying services to certain areas in the County and pursuant to the terms addressed herein.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. The City agrees to provide mosquito spraying services to areas in the County, and particularly areas that flood and receive a significant amount of rainwater. The City agrees to provide spraying services to areas that may be identified by the County as needing such services.
2. The County agrees to pay the City two-hundred dollars (\$200.00) per hour for the spraying. The City will bill at half hour increments and will submit invoices to the County on a monthly basis. Upon receipt of said invoices, the County shall submit payment to the City within fifteen (15) days.
3. The City will provide a general public notice prior to the beginning of the spraying season. If the County requests any additional and/or more specific notice, the City agrees to assist in providing that notice.

4. The parties understand and agree that any City employees providing the spraying service will be covered as a City Employee and under the City's workers compensation insurance and policy.
5. The City and County shall each designate a specific contact person for issues related to this Agreement and shall provide that person's name and telephone number to the other party upon approval of this Agreement. If there is any change in the contact person, notification to the other shall be immediately given.
6. The term of this Agreement shall commence upon the adoption and approval by both the City Council and the County Commission and shall continue until either party provides a thirty (30) day notice to terminate this Agreement.
7. This Agreement shall take effect upon its adoption and approval by the governing bodies of both parties hereto and shall be binding upon the undersigned, their successors and assigns unless modified by an agreement in writing executed by the parties hereto.

Witness the day and year first above written.

City of Morristown, Tennessee

Hamblen County, Tennessee

By: _____

By: _____

Adopted: _____

Adopted: _____