

**WORK SESSION**  
**May 19, 2020**  
**Pre-Meeting Work Session - Cancelled**

**AGENDA**  
**CITY OF MORRISTOWN, TENNESSEE**  
**CITY COUNCIL MEETING**  
**May 19, 2020**  
**5:00 p.m.**

**1. CALL TO ORDER**

Mayor Gary Chesney

**2. INVOCATION**

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

**5. APPROVAL OF MINUTES**

1. May 5, 2020

**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**

**9. NEW BUSINESS**

**9-a. Resolutions**

**9-b. Introduction and First Reading of Ordinances**

1. Ordinance No. \_\_\_\_\_

Entitled an Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown, Tennessee.

*{Annexation of property located at the southwest intersection of W. Andrew Johnson Highway and Talbott Kansas Road having Hamblen County Tax Parcel ID # 032054 02600 with the Zoning Designation of Intermediate Business, IB, and R-3, High Density Residential, the general location being shown on the attached exhibit A.}*

**{Public Hearing Date June 2, 2020}**

2. Ordinance No. \_\_\_\_\_  
Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B and that the following described real estate be rezoned from IB (Intermediate Business) to R-3 (High Density Residential). *{To include 7.56 acres of that land owned by C2 Investments, located along the south side right-of-way line of East Morris Boulevard, formerly part of the Fox Farm Subdivision, bounded to the rear by East Village Subdivision; to the west by lands of the United States of America, and to the east by Doris Lynch, currently having been assigned Hamblen County Tax Parcel ID# 032 026 01900 000 2019, and as shown on Exhibit A}.*  
**{Public Hearing Date June 2, 2020}**

**9-c. Awarding of Bids/Contracts**

1. Approval of Environmental Systems Research Institute, Inc. (ESRI) Contract for Three Year Term in the amount of \$55,000 per year for a total contract price of \$165,000 for the Morristown-Hamblen Geographic Information System.
2. Approval to apply for the FY 2020 Coronavirus Emergency Supplemental Fund Grant (CESF) for an amount of up to \$43,683. This is a non-matching Grant.

**9-d. Board/Commission Appointments**

1. City Council appointment(s) or reappointment(s) to the Parks and Recreation Advisory Board for a three (3) year term to expire on June 1, 2023; terms expiring Lonnie Atkins, Leah DeCesare, Suzanne Wampler

**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:**

|               |         |           |                                                |
|---------------|---------|-----------|------------------------------------------------|
| May 19, 2020  | Tuesday | 4:00 p.m. | Cancelled Work Session – Council Agenda Review |
| May 19, 2020  | Tuesday | 5:00 p.m. | Regular City Council Meeting with Work Session |
| May 25, 2020  | Monday  |           | City Employee's Holiday – Memorial Day         |
| June 2, 2020  | Tuesday | 2:30 p.m. | Finance Committee Meeting                      |
| June 2, 2020  | Tuesday | 4:00 p.m. | Work Session – Council Agenda Review           |
| June 2, 2020  | Tuesday | 5:00 p.m. | Regular City Council Meeting with Work Session |
| June 16, 2020 | Tuesday | 4:00 p.m. | Work Session – Council Agenda Review           |
| June 16, 2020 | Tuesday | 5:00 p.m. | Regular City Council Meeting with Work Session |
| July 3, 2020  | Friday  |           | City Employee's Holiday – Independence Day     |
| July 7, 2020  | Tuesday | 2:30 p.m. | Finance Committee Meeting                      |
| July 7, 2020  | Tuesday | 4:00 p.m. | Work Session – Council Agenda Review           |
| July 7, 2020  | Tuesday | 5:00 p.m. | Regular City Council Meeting with Work Session |
| July 21, 2020 | Tuesday | 4:00 p.m. | Work Session – Council Agenda Review           |
| July 21, 2020 | Tuesday | 5:00 p.m. | Regular City Council Meeting with Work Session |

**WORK SESSION AGENDA  
May 19, 2020****1. FY 20/21 Budget Items**

**STATE OF TENNESSEE  
COUNTY OF HAMBLEN  
CORPORATION OF MORRISTOWN  
May 5, 2020**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session via electronic means at 5:00 p.m., Tuesday, May 5, 2020, 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.

Councilmember Al A'Hearn led in the invocation.

Councilmember A'Hearn made a motion to make a determination by the City Council of Morristown, Tennessee that meeting electronically and prohibiting the physical presence of the public at the meeting is necessary to protect public health, safety, and welfare of all concerned in light of the COVID-19 virus. Councilmember Senter seconded the motion and upon roll call, all voted "aye"

Councilmember Pedigo made a motion to approve the April 21, 2020 minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted "aye"

Councilmember Bivens made a motion to approve the 2020 Annual Inflation Adjustment of the Financial Assurance for the Hamblen County and City of Morristown Landfills, Permit Nos. SNL320000152 Original, SNL320000152 Expansion, and SWP320000235 as required by the Regulations of the Division of Solid Waste Management. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve Change Order No. 1 for Roofing Project for City Center in the amount of \$16,970.42, Fire Station No. 5 in the amount of \$3,115.10 and Fire Station No. 2 in the amount of \$7,354.72 for a total contract increase in the amount of \$27,440.64. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve to apply for the 2021 Tennessee Agriculture Enhancement Program (TAEP) Grant in the amount of \$20,000. This is a 50/50 match grant. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the lowest and best bid for Bullet Proof Vests for the Police Department submitted by Galls, LLC as detailed in the bid tabulation. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the grant contract in the amount of \$83,807.47 between the Tennessee Emergency Management Agency and the City of Morristown for eligible cost incurred as a result of Presidential Disaster Declaration number FEMA-4427DR-TN for severe storms, flooding, landslides and mudslides February 19, 2019 to March 30, 2019. Councilmember Senter seconded the motion and upon roll call; all voted "aye"

Councilmember Senter made a motion to approve the contract in the amount of \$30,000 with LDA Engineering and the City of Morristown for design and bidding services for the repair of the Croxdale Road slope failure. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Mayor Gary Chesney announced that he has reappointed Willie Santana as the Mayor's Designee to the Morristown-Hamblen Humane Society; term to expire on May 15, 2021.

Mayor Gary Chesney adjourned the May 5, 2020 Morristown City Council meeting at 5:27 p.m.

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Mayor

Attest:

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City Administrator

*A video recording of the electronic meeting was made available for viewing on the city website at [www.mymorristown.com](http://www.mymorristown.com) on Tuesday, May 5, 2020.*



# City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council  
FROM: Josh Cole, Planner  
DATE: May 19<sup>th</sup>, 2020  
SUBJECT: Annexation Request – 7425 W. Andrew Johnson Highway  
Hamblen County Parcel ID #032054 02600

## **BACKGROUND:**

A request for annexation into the corporate limits of Morristown has been received from the property owner, Shannon Greene, of Hamblen County Parcel ID #032054 02600 which is currently addressed at 7425 W. Andrew Johnson Highway. This property up to the Hamblen/Jefferson County line meets the conditions to be annexed as it is located within Morristown's Urban Growth Boundary.

This property is located at the southwest intersection of W. Andrew Johnson Highway and Talbott Kansas Road and contains a single-family house with a farm. The applicant is requesting the northern portion of the property to be zoned IB, Intermediate Business District, and the remaining property to be zoned R-3, High Density Residential. A separate developer is seeking to place a multifamily development for the portion to be zoned R-3.



A Plan of Services is attached to this memo which includes the utility services and the standard City services. No additional Fire or Police personnel will be required at this time. Alpha-Talbott currently provides water services while Morristown Utilities and the developer are in discussion to extend sanitary sewer services to this property.

## **RECOMMENDATION:**

Staff recommends approval of the annexation request with the zoning designation of Intermediate Business (IB) and High Density Residential (R-3).

At their May 12<sup>th</sup> meeting, the Planning Commission voted unanimously (5-0) to forward their recommendation of approval to City Council for both the annexation and its plan of services

ORDINANCE NO. \_\_\_\_\_  
ENTITLED AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO  
INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF  
MORRISTOWN TENNESSEE

*Annexation of property located at the southwest intersection of W. Andrew Johnson Highway and Talbott Kansas Road having Hamblen County Tax Parcel ID # 032054 02600 with the Zoning Designation of Intermediate Business, IB, and R-3, High Density Residential, the general location being shown on the attached exhibit A;*

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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 adjoining the present corporate boundaries:

*Beginning at a point at the northeast corner of parcel 026.00 on Hamblen County Tax Map 054 and proceeding in a southeasterly direction along said parcel boundary line and Talbott Kansas Road to the southeast corner of said property; thence proceeding southwesterly along said parcel boundary line to the Hamblen County and Jefferson County boundary line; thence proceeding westerly direction along the County boundary line to the southwestern corner of said parcel within Hamblen County; thence proceeding northwesterly along said parcel boundary line to the northwest corner of said parcel; thence proceeding northeasterly along said parcel boundary line and W. Andrew Johnson Highway to point of beginning.*

(2) Intermediate Business (IB) and High 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 the 19th day of May 2020.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator

Passed on second and final reading the 2nd day of June 2020.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator



Exhibit A:



# City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



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TO: Morristown City Council  
FROM: Lori Matthews, Senior Planner  
DATE: May 19th 2020  
REQUEST: Rezoning Request

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## **BACKGROUND:**

A rezoning request has been submitted by Clint Harrison acting as agent for property owner Phillip Carlyle, for his property located along East Morris Boulevard, between the (former) TVA office and the FedEx office. Existing zoning for the entire property is IB (Intermediate Business). The applicant wishes to rezone a portion of the property to R-3 (High Density Residential).

The subject property has been vacant for some time, though the owner has allowed temporary storage of tractor trailers on his site, which will be removed once development starts. Annexed in 1976, the aerial photography included in this report show little has changed in this area. Industrial uses are maintained across East Morris Boulevard, (Omatex Corporation) and to the west, there still exist an office and utility laydown yard (Onin Staffing/TVA). East Village Subdivision (outside the City), built in the mid-seventies, adjoins to the south. Also outside of the City is the large tract to the east which is still used as a single family residence.

The applicant is requesting only that the rear portion of this 13.7 acre tract be rezoned from Intermediate Business (IB) to High Density Residential (R-3), to accommodate a multifamily residential complex. The front 6+ acres along East Morris Boulevard will remain commercially zoned.

As the City's Future Land Use Plan shows continuation of residential use along East Morris Boulevard, and the residential zoning proposed will have lessened impacts to the surrounding residential neighborhoods, Staff has recommended this request be approved.

## **RECOMMENDATION:**

This request was heard by the Morristown Regional Planning Commission at their May 12<sup>th</sup> 2020 meeting. The vote was unanimous in forwarding the rezoning request to City Council for approval.





Existing Zoning and Aerial

Circa 1992



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

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

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

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

*To include 7.56 acres of that land owned by C2 Investments, located along the south side right-of-way line of East Morris Boulevard, formerly part of the Fox Farm Subdivision, bounded to the rear by East Village Subdivision; to the west by lands of the United States of America, and to the east by Doris Lynch, currently having been assigned Hamblen County Tax Parcel ID# 032 026 01900 000 2019, and as shown on Exhibit A:*

**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 uses exclusively.

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

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

Passed on first reading the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

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

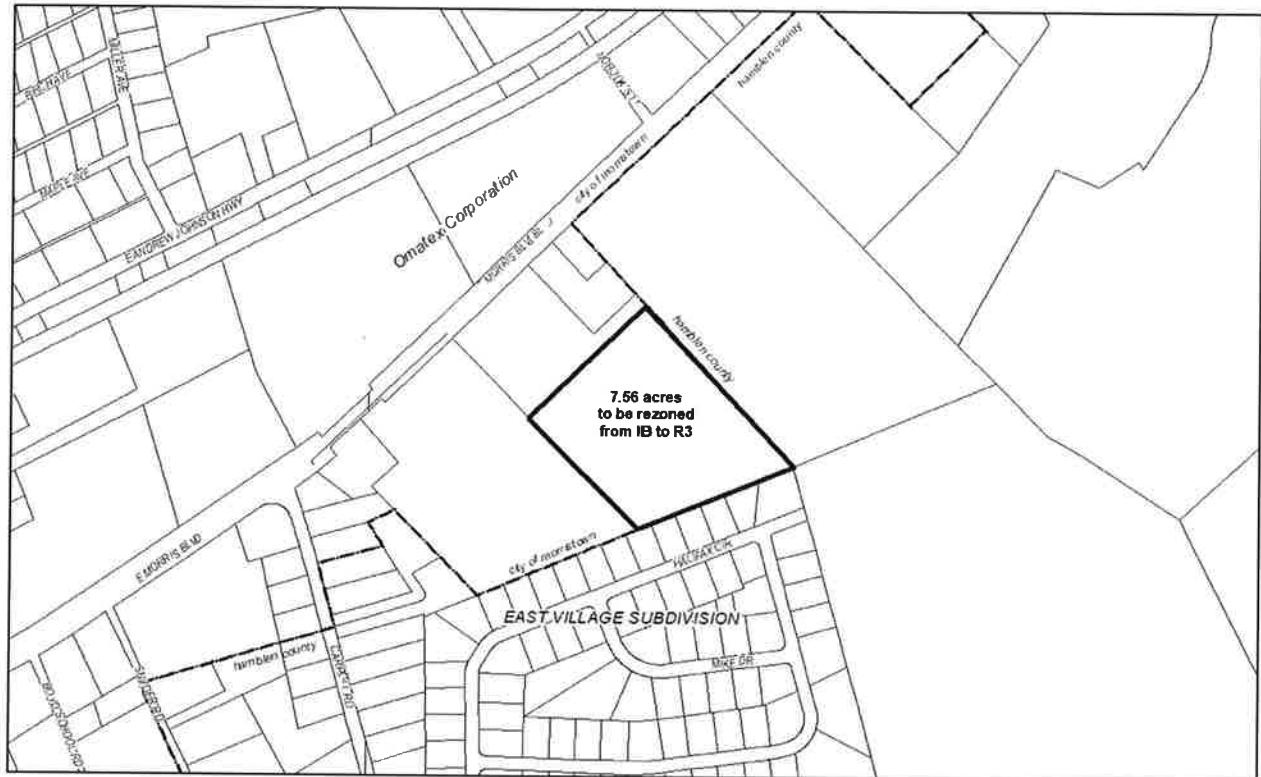
\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator



**EXHIBIT A**







## **Morristown City Council Agenda Item Summary**

**Date:** May 19, 2020

**Agenda Item:**

**Prepared by:** Ben Baker

**Subject:** Geographic Information System (GIS) Software

**Background / History:** The establishment of the Morristown Hamblen GIS Steering Committee (MHGIS) has provided 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 \$55,000.00 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 #Q-410020



Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853 Fax: (909) 307-3049  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of  
this quotation to your purchase order.  
Quote is valid from: 5/5/2020 To: 8/3/2020*

## Quotation # Q-410020

Date: May 5, 2020

Customer # 495642 Contract #

Morristown Hamblen GIS Steering Committee  
100 W 1st North St  
Morristown, TN 37814

ATTENTION: Ben Baker  
PHONE: 423-585-2793  
EMAIL: bbaker@mymorristown.com

| Material                                                                            | Qty | Term   | Unit Price  | Total        |
|-------------------------------------------------------------------------------------|-----|--------|-------------|--------------|
| 168179                                                                              | 1   | Year 1 | \$55,000.00 | \$55,000.00  |
| Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement |     |        |             |              |
| 168179                                                                              | 1   | Year 2 | \$55,000.00 | \$55,000.00  |
| Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement |     |        |             |              |
| 168179                                                                              | 1   | Year 3 | \$55,000.00 | \$55,000.00  |
| Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement |     |        |             |              |
| Subtotal:                                                                           |     |        |             | \$165,000.00 |
| Sales Tax:                                                                          |     |        |             | \$0.00       |
| Estimated Shipping and Handling (2 Day Delivery):                                   |     |        |             | \$0.00       |
| Contract Price Adjust:                                                              |     |        |             | \$0.00       |
| Total:                                                                              |     |        |             | \$165,000.00 |

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

**For questions contact:**  
Rob Hathcock

**Email:**  
rhathcock@esri.com

**Phone:**  
1-678-417-1883 x8704

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 <https://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 <https://go.esri.com/MAAPS> 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 <https://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.

HATHCOCKR

**This offer is limited to the terms and conditions incorporated and attached herein.**

**Esri Use Only:**

Cust. Name \_\_\_\_\_  
 Cust. # \_\_\_\_\_  
 PO # \_\_\_\_\_  
 Esri Agreement # \_\_\_\_\_



**SMALL ENTERPRISE AGREEMENT  
 COUNTY AND MUNICIPALITY GOVERNMENT  
 (E214-3)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
 List of Products**

**Uncapped Quantities****Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced  
 ArcGIS Desktop Standard  
 ArcGIS Desktop Basic  
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,  
 ArcGIS Spatial Analyst, ArcGIS Geostatistical  
 Analyst, ArcGIS Publisher, ArcGIS Network  
 Analyst, ArcGIS Schematics, ArcGIS Workflow  
 Manager, ArcGIS Data Reviewer

**Enterprise Software and Extensions**

ArcGIS Enterprise and Workgroup  
 (Advanced and Standard)  
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,  
 ArcGIS Spatial Analyst, ArcGIS Geostatistical  
 Analyst, ArcGIS Network Analyst, ArcGIS  
 Schematics, ArcGIS Workflow Manager

ArcGIS Monitor

**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Engine  
 ArcGIS Engine Extensions: ArcGIS 3D Analyst,  
 ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase  
 Update, ArcGIS Network Analyst, ArcGIS Schematics  
 ArcGIS Runtime (Standard)  
 ArcGIS Runtime Analysis Extension

**Limited Quantities**

One (1) Professional subscription to ArcGIS Developer  
 Two (2) Esri CityEngine Single Use Licenses  
 250 ArcGIS Online Viewers  
 250 ArcGIS Online Creators  
 37,500 ArcGIS Online Service Credits  
 250 ArcGIS Enterprise Creators  
 5 Insights in ArcGIS Enterprise  
 5 Insights in ArcGIS Online  
 50 Tracker for ArcGIS Enterprise  
 50 Tracker for ArcGIS Online  
 4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)  
 4 ArcGIS Utility Network User Type Extensions (Enterprise)

**OTHER BENEFITS**

|                                                                                                                                                         |                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Number of Esri User Conference registrations provided annually                                                                                          | <b>4</b>        |
| Number of Tier 1 Help Desk individuals authorized to call Esri                                                                                          | <b>4</b>        |
| Maximum number of sets of backup media, if requested*                                                                                                   | <b>2</b>        |
| Self-Paced e-Learning                                                                                                                                   | <b>Uncapped</b> |
| Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement |                 |

\*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### CUSTOMER CONTACT INFORMATION

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if



Customer is unable to secure funding through the legislative or governing body's approval process.

- 3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

- 4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

- 4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if

Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be

no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

# City of Morristown

*Incorporated 1855*

FINANCE OFFICE



## Memorandum

To: City Council

From: Joey Barnard, Assistant City Administrator

Date: May 14, 2020

RE: BJA FY2020 Coronavirus Emergency Supplemental Fund Grant

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The City of Morristown is requesting approval to apply for the Coronavirus Emergency Supplemental Fund Grant (CESF) in the amount up to \$43,683. The purpose of this grant is to assist local governments in preventing, preparing for and responding to the coronavirus. The grant funds requested would be for personal protective equipment and supplies to aid in the emergency protective measures undertaken for the COVID-19 response. This grant is 100% funded.