

Pre-Meeting WORK SESSION - Cancelled

April 20, 2021

4:00 p.m.

AGENDA

CITY OF MORRISTOWN, TENNESSEE

CITY COUNCIL MEETING

April 20, 2021

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. April 6, 2021

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. 3685

Being an Ordinance of the City Council of Morristown, Tennessee Amending
Title 10 of the Morristown Municipal Code (Animal Control).

9. NEW BUSINESS

9-a. Resolutions

1. Resolution 23-21

A Resolution of the City Council of the City of Morristown, Tennessee,
approving the Fund Balance Spending Prioritization Policy as recommended
by the Finance Committee.

2. Resolution 24-21
A Resolution of the City Council of the City of Morristown, Tennessee supporting the Drug Dealer Liability Act Lawsuit.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. ____
Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 9 of the Morristown Municipal Code (Farmers Market).
{Public Hearing May 4, 2021}
2. Ordinance No. ____
An Ordinance to Amend Ordinance 3651, the City of Morristown, Tennessee annual budget for Fiscal Year 2020-2021 and to appropriate additional funds totaling \$274,000 for the design contract with Mattern & Craig for the improvements at East Morris Boulevard and Thompson Creek Road.
{Public Hearing May 4, 2021}

9-c. Awarding of Bids/Contracts

1. Approval of License Agreement with Jolley Foundation for the Creation of an all-inclusive park to be located at West Morris Boulevard and South Jackson Street.
2. Approval of Financial Advisory Agreement between the City of Morristown and Cumberland Securities.
3. Approval to declare properties (5) purchased at the September 29, 2020 tax sale as surplus.
4. Approval of Design Contract with Mattern & Craig for the Design of Improvements at East Morris Boulevard and Thompson Creek Road.
5. Approval of Security Card Reader System for Morristown Regional Airport with Fleenor Security in the amount of \$29,930.

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**

WORK SESSION
Post-Meeting Work Session
April 20, 2021

1. Community Appearance

City Council Meeting/Holiday Schedule.

April 20, 2021	Tuesday	4:00	Work Session – Council Agenda Review
April 20, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
May 4, 2021	Tuesday		Municipal Election Day
May 4, 2021	Tuesday	4:00	Work Session – Council Agenda Review
May 4, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
May 10, 2021	Monday	5:00	Sine Die Council Meeting
May 18, 2021	Tuesday	4:00	Work Session – Council Agenda Review
May 18, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
May 31, 2021	Monday		City Employee's Holiday – Memorial Day
June 1, 2021	Tuesday	3:00	Finance Committee Meeting
June 1, 2021	Tuesday	4:00	Work Session – Council Agenda Review
June 1, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
June 15, 2021	Tuesday	4:00	Work Session – Council Agenda Review
June 15, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
July 5, 2021	Monday		City Employee's Holiday – Observance of
July 6, 2021	Tuesday	4:00	Work Session – Council Agenda Review
July 6, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
July 20, 2021	Tuesday	4:00	Work Session – Council Agenda Review
July 20, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
August 3, 2021	Tuesday	3:00	Finance Committee Meeting
August 3, 2021	Tuesday	4:00	Work Session – Council Agenda Review
August 3, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
August 17, 2021	Tuesday	4:00	Work Session – Council Agenda Review
August 17, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
September 6, 2021	Monday		City Employee's Holiday – Labor Day
September 7, 2021	Tuesday	4:00	Work Session – Council Agenda Review
September 7, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
September 21,	Tuesday	4:00	Work Session – Council Agenda Review
September 21,	Tuesday	5:00	Regular City Council Meeting with Work Session
October 5, 2021	Tuesday	3:00	Finance Committee Meeting
October 5, 2021	Tuesday	4:00	Work Session – Council Agenda Review
October 5, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
October 19, 2021	Tuesday	4:00	Work Session – Council Agenda Review
October 19, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
November 2, 2021	Tuesday	4:00	Work Session – Council Agenda Review
November 2, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
November 16,	Tuesday	4:00	Work Session – Council Agenda Review
November 16,	Tuesday	5:00	Regular City Council Meeting with Work Session
November 25-26,	Thurs/Fr		City Employee's Holiday – Thanksgiving Holiday
December 7, 2021	Tuesday	3:00	Finance Committee Meeting
December 7, 2021	Tuesday	4:00	Work Session – Council Agenda Review
December 7, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
December 21,	Tuesday	4:00	Work Session – Council Agenda Review
December 21,	Tuesday	5:00	Regular City Council Meeting with Work Session
December 24,	Friday		City Employee's Holiday – Observance of Christmas

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
APRIL 6, 2021**

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, April 6, 2021, 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 and "Pledge of Allegiance".

Councilmember Senter made a motion to approve the March 16, 2021 minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for citizens comments related to Agenda items. Tony Strazzullo spoke.

A Public Hearing was held relating Resolution No. 22-21; no one spoke.

Councilmember Smith made a motion to approve Resolution No. 22-21 Plan of Services. Councilmember A'Hearn roll call; all voted "aye".

Resolution No. 22-21

Resolution adopting a Plan of Services for the Annexation of a portion of Hamblen County Tax Parcel Id #025 15915 000, the southwest corner of said parcel being located approximately 350 feet north of Clinchview Drive, following the eastern right-of-way line of North Davy Crockett Highway.

A Public Hearing was held relating to Ordinance No. 3678; no one spoke.

Councilmember Bivens made a motion to approve Ordinance No. 3678 on second and final reading. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3678

Entitled an Ordinance to Annex a portion of Hamblen County Tax Parcel ID #025 15915 000 and to Incorporate same within the Corporate Boundaries of the City of Morristown Tennessee (North Davy Crockett Parkway).

A Public Hearing was held relating to Ordinance No. 3679; no one spoke.

Councilmember Senter made a motion to approve Ordinance No. 3679 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3679

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 025 15915 000 from R2 (Medium Density Residential District) to IB (Intermediate Business District) (North Davy Crockett Parkway).

A Public Hearing was held relating to Ordinance No. 3680; no one spoke.

Councilmember A'Hearn made a motion to approve Ordinance No. 3680 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3680

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 033D G 00100 000, Lots 1 through 11, 2.073 total acres, as shown on the subdivision plat entitled Eagle Ridge from LI (Light Industrial) to R-2 (Medium Density Residential).

A Public Hearing was held relating to Ordinance No. 3681; no one spoke.

Councilmember Senter made a motion to approve Ordinance No. 3681 on second and final reading. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3681

An Ordinance to Close and Vacate Certain Rights-of-Ways within the City of Morristown (Barnard Avenue, a portion of Stillwell Avenue and a portion of unimproved alleyway between Stillwell Avenue and Converse Street).

A Public Hearing was held relating to Ordinance No. 3682; no one spoke.

Councilmember Bivens made a motion to approve Ordinance No. 3682 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3682

An Ordinance to amend the municipal code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel id # 032048 04301, from HI (heavy industrial district) to R3 (high density residential district) (Dearing Road and Hwy. 160).

A Public Hearing was held relating to Ordinance No. 3683; Tony Strazzullo spoke during Citizens Comments.

Councilmember Smith made a motion to approve Ordinance No. 3683 on second and final reading. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3683

An Ordinance of the City Council of Morristown, Tennessee Amending Title 14 (Zoning and Land Use Control), Chapter 33 (Landscape, Buffers, and Screening) of the Morristown Municipal Code.

A Public Hearing was held relating to Ordinance No. 3684; no one spoke.

Councilmember Bivens made a motion to approve Ordinance No. 3684 on second and final reading. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3684

An Ordinance of the City Council of Morristown, Tennessee Amending Title 8, Chapter 2, Section 211 of the Morristown Municipal Code (Beer).

Councilmember Senter made a motion to approve Ordinance No. 3685 on first reading and schedule a public hearing relative to final passage of said ordinances for April 20, 2021. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3685

Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 10 of the Morristown Municipal Code (Animal Control).

Councilmember Bivens made a motion to approve the of the County Inmate Usage 2021 Agreement between the City of Morristown and Hamblen County (Litter Crew). Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the proposal from Morristown Shredder, Inc. DBA Morristown Iron & Metals to provide recycle services for surplus vehicles. The City will be paid \$.08 per pound of metal. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to accept the best and lowest bid from Neely Coble Company for a 2021 Landscaping Flatbed Dump Truck in the amount of \$57,885. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the recommendation from BurWil Construction and The Sports Facilities Companies to accept the best and lowest bid from Mobile Fixture for food service equipment at Morristown Landing in the amount of \$223,914.03. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the Bridge Pay Service Agreement for Gateway Services for Credit Card Processing for Parks & Recreation Software. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to declare Vehicle #334, 2019 Dodge Charger, as surplus due to water damage and accept a total loss insurance payment of \$24,500.00 (VIN# 2C3CDXAG3KH545294). Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to declare Vehicle #56, 2006 Ford Crown Vic, as surplus and to dispose of properly via online auction site GovDeals (VIN#: 2FAFP71W76X165450). Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Change Order for Glass Machinery increasing the contract \$49,957 for East Tennessee Progress Center Site 12 Project funded by Site Development Grant. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the purchase a 2022 Kenworth/Pak More Rear Loader Sanitation Truck in the amount of \$167,930 from Statewide Contract (PO#21001977). Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the recommendation from LDA Engineering to accept the best and lowest bid from Summers-Taylor, Inc. in the amount of \$109,975 for the Croxdale Road Slope Stabilization Project. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the recommendation from LDA Engineering to accept the best and lowest bid from Adams Construction, LLC in the amount of \$448,750 for the Brights Pike Bridge Replacement Project. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided. Tony Strazzullo, Linda Noe Jennifer Clark and Paul Sciortino, Jr. spoke.

Mayor Gary Chesney adjourned the April 6, 2021 Morristown City Council meeting at 5:59 p.m.

Mayor

Attest:

City Administrator

DRAFT

ORDINANCE NO. 3685

**BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE
AMENDING TITLE 10 OF THE MORRISTOWN MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that the text of Title 10 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

TITLE 10

ANIMAL CONTROL

Sec. 10-101. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal means any live, vertebrate creature, domestic or wild.

Animal control authority (ACA) means the agency or department empowered to enforce this chapter.

Animal control officer means the person(s) employed by the Hamblen County Animal Control Division as its enforcement officer(s) and/or the person designated by Hamblen County or the City of Morristown to serve in this role.

Animal shelter means any facility operated by the Morristown-Hamblen Humane Society (MHHS), the Hamblen County Animal Control Division and/or any other contracted and approved entity for the purpose of caring for all animals held under the authority of this chapter or state law.

At-large means any animal shall be deemed to be at large when it is off the property of its owner and not under the control of a competent person.

Dangerous animal means:

(1) Any animal which, according to the records of the Morristown-Hamblen Humane Society (MHHS), the Hamblen County Animal Control Division, the Morristown Police Department (MPD), and/or the Hamblen County Health Department (HCHD), has inflicted severe injury on a human being without provocation on public or private property; or

(2) Any animal which, according to the records of the appropriate authority listed above, has killed a domestic animal without provocation while off the owner's property; or

(3) Any animal owned or harbored primarily or in part for the purpose of fighting or any animal trained for fighting; or

(4) Any animal not owned by a governmental or law enforcement unit used primarily to guard public or private property; or

(5) Any animal with a known propensity, tendency or disposition to attack unprovoked, to cause injury, or to otherwise threaten the safety of human beings or another domestic animal.

(6) Exemptions for animals that are provoked. No animal may be declared dangerous if the threat, injury or damage was sustained by a person who, at the same time, was committing a willful trespass or other tort upon the premises occupied by the owner or keeper of the animal, or was teasing, tormenting, abusing, or assaulting the animal or has, in the past, been observed or reported to have teased, tormented, abused or assaulted the animal or was committing or attempting to commit a crime.

Euthanize means to give a painless death.

Hamblen County Animal Control Division is a department created by the Hamblen County Government to provide animal control services to the citizens of Hamblen County.

Humane society means the Morristown-Hamblen Humane Society (“MHHS”) or any other contracted and approved entity.

Impound means to confiscate or seize and hold.

Owner means any person, groups of persons, or corporation owning, keeping, or harboring an animal. An animal shall be deemed to be harbored if it is fed or sheltered for three consecutive days or more, or allowed to stay on property unreported as a stray.

Severe injury means any animal that causes physical injury that results in a broken bone or lacerations requiring sutures or cosmetic surgery.

Wild animal means any live, warm-blooded animal that cannot be domesticated, or any reptile.

Sec. 10-102. - Running at large.

It shall be unlawful for any person owning or in charge of, or having custody of, any animal, or fowl, to permit such animal or fowl to run at large within the city. It shall also be a violation of this chapter if any person violates Tennessee Code Annotated §44-8-408 and the city and/or animal control authority may take all necessary actions to enforce this statute.

Sec. 10-103. - Female dogs in heat.

The animal must be confined in a suitable building (suitability to be determined by the animal control officer) in such a manner that such female dog cannot come into contact with another animal except for planned breeding, for the entire heat period (usually 24 days). Female dogs found in violation of this section and impounded will not be released from the animal shelter until said animal has been spayed, at the expense of the owner and until the other fees have been paid as set out in section 10-104(4).

Sec. 10-104. - Impoundment.

(a) All animals found in violation of any section(s) of this chapter may be impounded by the animal control officer or any law enforcement officer of the city and kept at the animal shelter in a humane manner, pursuant to the subsections below.

(b) Impounded animals shall be kept for not less than 72 hours (three days). Any animal not reclaimed by its owner within this time shall become the property of the humane society, and shall be made available for adoption or euthanized. However, if an emergency situation exists that requires the immediate euthanasia of an injured, dangerous or severely diseased non-livestock animal, the animal may be immediately euthanized.

(c) The animal control officer, upon impoundment of any animal, shall make a reasonable effort to notify the owner.

(d) To reclaim an animal, an owner or any person in charge of such animal must pay the cost of a rabies vaccination if no certificate of vaccination is presented, and the cost of impounding and maintaining such animal.

(e) No person shall, without proper authority, release any animal or fowl impounded.

(f) No impounded live animal shall be sold or given to anyone to be used for experimentation purposes in a school, laboratory, university or any research facility.

Sec. 10-105. - Animal care.

(a) No owner(s) shall fail to provide their animal(s) or fowl with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering, and with humane care and treatment.

(b) No person shall kill, wound, trap, or catch any birds or destroy any bird nests within the city, unless authorized in writing by the city administrator.

(c) No person shall give away any live animal, fish, reptile, or bird as a prize for, or as an inducement, to enter a place of amusement; or offer such vertebrate as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.

(d) Any person who, as the operator of a motor vehicle, strikes a domestic animal shall immediately report such injury or death to the animal's owner; in the event the owner cannot be ascertained or located, such operator shall at once report the accident to the MHHS, Hamblen County Animal Control Division and/or to the appropriate law enforcement agency. In the event the animal is deceased and within the corporate limits of the city, the City Public Works department shall be notified to dispose of the animal's body after the completion of any required investigation.

(e) No person shall expose any known poisonous substance, whether mixed with food or not, so that the same shall be liable to be consumed by any animal, provided that it shall not be unlawful for a person to expose on his own property common rat poison mixed with vegetable substance.

(f) Tennessee Code Annotated §§ 39-14-201 et. seq., are incorporated by reference as if set out in full.

Sec. 10-106. - Dangerous animals.

(a) No person shall keep any animal known to be vicious or dangerous.

(b) If the animal control officer has reason to believe that an animal meets the definition of a "dangerous animal" as stated in section 10-101 above, then the owner of the animal shall be cited into the Morristown Municipal Court for a hearing on the allegations and determination of the dangerous animal ordinance.

(c) Owner's/keeper's responsibilities of a dangerous animal. The following actions are required of owners of animals that have been designated as "dangerous" by the procedures described above:

(1) The owner or keeper shall notify the animal control authority immediately if a "dangerous animal is loose, unconfined, has attacked another animal or has attacked a human being;

(2) While on the owner's property, a "dangerous animal" must be securely confined indoors or in a securely enclosed and locked pen or structure to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure must have minimum dimensions of five feet by ten feet and must have secure sides and a secure top. If it has no bottom secured to the sides, the sides must be embedded into the ground no less than two feet. The enclosure must also provide protection from the elements for the animal;

(3) The owner or keeper shall display a sign on his or her premises warning that there is a dangerous animal on the property. This sign shall be visible and capable of being read from the public street or thoroughfare. In addition, the owner shall conspicuously display a sign with a symbol warning children of the presence of a dangerous animal;

(4) A dangerous animal may be off the owner's premises if it is muzzled and restrained by a substantial chain or leash not exceeding six feet in length and under the control of a responsible adult person. The muzzle must be made in a manner that will not cause injury to the animal or interfere with its vision or respiration but must prevent it from biting any person or animal;

(5) If the owner or keeper of dangerous animal is a minor, the parent or guardian of that minor shall be responsible for compliance with the specifications of this chapter for the care and housing of the animal and shall also be liable for all injuries and property damage sustained by any person or domestic animal caused by an unprovoked attack by the animal.

Sec. 10-107. - Actions to be taken against owners of dangerous animals.

(a) Any dangerous animal shall be immediately confiscated by the animal control authority if the:

(1) Animal is not maintained in the proper enclosure;

(2) Animal is outside the dwelling of the owner, or outside of the proper enclosure and not under the physical restraint of the owner. In addition, the owner shall pay a fee of \$100.00 to the humane society in addition to all other expenses incurred.

(b) If a dangerous animal of an owner with a prior conviction under this chapter, attacks or bites a person or another domestic animal, the dangerous animal shall be immediately confiscated by the animal control authority, placed in quarantine for the proper length of time, and thereafter destroyed in an expeditious and humane manner.

(c) The owner of any animal that aggressively attacks and causes severe injury or death of any human, whether the animal has previously been declared dangerous. The animal shall be immediately confiscated by the animal control authority, placed in quarantine for the proper length of time, and thereafter destroyed in an expeditious and humane manner.

Sec. 10-108. - Restrictions on keeping animals and fowls within the city.

(a) No person shall keep any animal or fowl, other than domesticated and/or non-livestock animals, within 1,000 feet of any residence, place of business, or public street unless otherwise permitted.

(b) When any animals or fowl are kept within the town, the building, structure, corral, pen, or other enclosures in which they are kept shall be at all times maintained in a clean and sanitary condition and free from excessive odor. When any animal is confined by the use of a chain, the chain must be a minimum of 15 feet in length and must be attached to the animal by an appropriate collar or harness and must remain free from possible entanglement.

(c) Domesticated hens. The purpose of this section is to provide standards for the keeping of domesticated hens. It is intended to enable residents to keep a small number of hens on a noncommercial basis while limiting the potential adverse impacts on the surrounding neighborhood. The city recognizes that adverse neighborhood impacts may result from the keeping of domesticated chickens as a result of noise, odor, unsanitary animal living conditions, unsanitary waste storage and removal, the attraction of predators, rodents, insects, or parasites, and non-confined animals leaving the owner's property. This section is intended to create standards that ensure that domesticated hens do not adversely impact the neighborhood surrounding the property on which they are kept.

(1) *Permit required.* A permit is required for the keeping of any domesticated hens.

a. The permit to keep hens is personal to the permittee and may not be assigned. In addition, the permit authorizes the keeping of hens only upon the property described in the permit. The permittee must occupy the residence on the property where the chickens are kept as the permittee's personal, primary residence. An applicant for a permit must either own the property or have written permission from the property owner to be eligible for a permit. Only one permit is allowed per permittee. In the event the permittee is absent from the property for longer than 30 days, the permit automatically shall terminate and become void.

b. A site plan must be submitted with the permit application. The site plan shall include:

i. The location of the proposed henhouse and enclosure;

ii. The dimensions and square footage of the proposed henhouse and enclosure; and

iii. Include the distance of the henhouse and enclosure to side and rear property lines and to the nearest off-premise residence.

(2) *Number and type of domesticated hens allowed.*

a. Up to six hens may be allowed.

b. The provisions of this section only apply to lots with one single family dwelling.

c. Only hens are allowed. There is no restriction on domestic chicken breeds. However, fowl and poultry other than chickens are not allowed.

(3) *Noncommercial use only.* Hens shall be kept for personal use only; no person shall sell eggs or engage in chicken breeding or fertilizer production for commercial purposes. The slaughtering of chickens is prohibited.

(4) *Fenced enclosures and henhouses.*

a. Hens must be kept in a fenced enclosure at all times. The fenced enclosure must be either covered, or at least 42 inches high, in which case,

all hens must be wing-clipped to prevent escape. Hens shall be secured within the henhouse during non-daylight hours.

b. In addition to the fenced enclosure, hens shall be provided with a covered, predator-resistant henhouse. The area of the henhouse structure shall not exceed 100 square feet.

c. A minimum of two square feet per hen shall be provided for henhouses and six square feet per bird for fenced enclosures.

d. Fenced enclosures and henhouses must be properly ventilated, clean, dry, and odor-free, kept in a neat and sanitary condition at all times, in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor or other adverse impact.

e. The henhouse and fenced enclosure must provide adequate ventilation and adequate sun, shade and must be constructed in a manner to resist access by rodents, wild birds, and predators, including dogs and cats.

f. Henhouses shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator- and bird-resistant wire of less than one inch openings.

g. The materials used in making the henhouse and fence shall be uniform for each element of the structure such that the walls are made of the same material, the roof has the same shingles or other covering, and any windows or openings are constructed using the same materials. The henhouse shall be well-maintained.

h. Neither the henhouse, fenced enclosure, nor the perimeter fence may be located less than ten feet from any property line or 25 feet from the nearest residence whichever is greater.

i. A perimeter fence around the henhouse and enclosure is permitted. The fence must be a minimum of 42 inches tall and the total perimeter area shall not exceed 25 percent of the rear yard or 1,200 square feet whichever is less. This rear yard is the area between the rear property line and the rear of the house. The exterior fence must be made of materials of the same style, type, and color of material that is manufactured for the purpose of fencing.

j. Henhouses and enclosures shall not be permitted in front yards.

(5) *Food storage and removal.* All stored food for the hens must be kept either indoors or in a weather-resistant container designed to prevent access by animals. Uneaten food shall be removed daily.

(6) *Waste storage and removal.* Provision must be made for the storage and removal of chicken manure. All manure for composting or fertilizing shall be contained or enclosed. All other manure not used for composting or fertilizing shall be removed. In addition, the henhouse and surrounding area must be kept free from trash and accumulated droppings. Chicken manure shall not be deposited in the city's trash containers unless secured in a plastic bag. See Section 17-106, Bulk Waste Regulations.

(7) It is highly recommended that all hens be vaccinated for Marek's disease.

Sec. 10-109. - Rabies vaccination, certificates, tags, and confinement.

(a) No person shall own, keep, or harbor any dog or cat which has not been vaccinated against rabies, as required by T.C.A. §§ 68-8-101, et. seq.. All such

vaccinations shall be administered by or under the supervision of a veterinarian licensed by the state board of veterinary medicine examiners to practice veterinary medicine in the state.

(b) Evidence of the rabies vaccination shall consist of a certificate of vaccination and a rabies tag which must be worn by the animal on a collar at all times.

(c) No person, without proper authority, shall remove the collar or rabies tag from any animal.

(d) Whenever an animal has bitten any person or is for any reason suspected of being infected with rabies, the Hamblen County Health Department shall cause such animal to be confined or isolated at a veterinary hospital, the animal shelter, or other places as approved by the Hamblen County Health Department for such a time as the health department deems it necessary to protect the safety of the people and/or the property. When an animal has bitten a person, it shall not be killed while under confinement. If such animal should die within the period, the Hamblen County Health Department shall send its head to the state laboratory for examination.

The humane society shall be authorized to impose a reasonable charge for the housing and maintenance of said animals.

Sec. 10-110. - Keeping of wild animals.

No person shall keep or permit to be kept on his premises any wild or vicious animal for display or for exhibition purposes whether gratuitously or for a fee. This shall not be construed to apply to zoological parks, performing animal exhibitions, or circuses.

Sec. 10-111. - Performing animal exhibitions.

(a) No performing animal exhibition or circus shall be permitted in which animals are induced or encouraged to perform through the use of chemical, mechanical, electrical, or manual devices in a manner which will, or is likely to cause, physical injury or suffering.

(b) All equipment used on a performing animal shall fit properly and be in good working condition.

Sec. 10-112. - Animal waste.

The owner of every animal shall be responsible for the removal of any excreta deposited by their animal(s) on public walks, recreation areas, or private property.

Sec. 10-113. - Investigations.

For the purpose of discharging the duties imposed by this code and to enforce its provisions, any animal control officer or any police officer is empowered to enter upon any premises upon which an animal or fowl is kept or harbored and to demand the exhibition by the owner of such animal or fowl, the rabies vaccination certificate for such animal. It is further provided that any agent of the humane society may enter the premises where any animal is kept in a reportedly cruel or inhumane manner and demand to examine such animal and to take possession of such animal when it requires humane treatment.

Sec. 10-114. - Enforcement.

(a) The civil and criminal provisions of this chapter shall be enforced the animal control authority and/or the city. It shall be a violation of this chapter to interfere with an animal control officer and/or a city police officer in the performance of their duties

(b) The animal control officer and/or city police officer may issue a citation for any violation of this chapter. A citation shall state the name and address of the

owner, the date, time, and the nature of the violation and the amount of the fine. The citation shall summons the owner or keeper to appear in city court for enforcement of the fine and/or penalty. Violation of any provision of this title shall be a misdemeanor and punishable by a fine of \$50.00, plus court costs, and shall be paid to the city cashier's office."

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

Passed on First Reading this 6th day of April, 2021.

Mayor

ATTEST:

City Administrator

Passed on Second and Final Reading this 20th day of April, 2021.

Mayor

ATTEST:

City Administrator

RESOLUTION NO. 23-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRISTOWN,
ADOPTING “THE FUND BALANCE AND SPENDING PRIORITIZATION
POLICY”.**

WHEREAS, the Council desires to establish and update its spending prioritization and fund balance policy.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Morristown:

SECTION 1. The City Council hereby approves and adopts the “City of Morristown Fund Balance and Spending Prioritization Policy”.

SECTION 2. This resolution shall be in full force and effect immediately upon passage.

**CITY OF MORRISTOWN, TENNESSEE
FUND BALANCE AND
SPENDING PRIORITIZATION POLICY**

PURPOSE

The City of Morristown hereby establishes and updates its spending prioritization and fund balance policy as defined herein in accordance with Governmental Accounting Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall apply to all of City of Morristown’s governmental funds.

SPENDING PRIORITIZATION PLAN

The City of Morristown will reduce fund balance restricted amounts first when expenditures are incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) amounts are available.

The City of Morristown reduces committed amounts first, followed by assigned amounts and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

DEFINITIONS

Fund Balance refers to the difference between assets and fund liabilities in the governmental funds balance sheet is referred to as fund equity. Fund balances should be reported in the classification noted below:

- **Non-Spendable Fund Balance** – Amounts that are not in a spendable form such as inventory, prepaid amounts, and the long-term amounts of loans and notes receivable, or are required to be maintained intact.
- **Restricted Fund Balance** – Amounts that can be spent only for the specific purposes stipulated by external resource providers such as grantors or enabling legislations. Restrictions may be changed or lifted only with the consent of the resource providers.
- **Committed Fund Balance** – Amounts that can be used only for the specific purposes determined by a formal action of the City Council, City of Morristown's highest level of decision-making authority. Commitments may be changed or lifted only by the City Council taking the same formal action that imposed the constraint.
- **Assigned Fund Balance** – Amounts that City of Morristown intends to use for a specific purpose but are not restricted or committed. The intent shall be expressed by the City Council or the City Administrator (or his/her designee), which the City Council has delegated the authority.
 - City Council has identified the need to establish an assigned fund balance for council contingency. This assigned fund balance is to establish and account for funds not to exceed \$125,000 for projects that Council determines are most beneficial to the City of Morristown and its citizenry. Unexpended appropriated funds are to be assigned up to the maximum amount. Expenditures from this assigned fund balance must be approved by the Finance Committee and appropriated by City Council prior to being expended.
- **Unassigned Fund Balance** – The residual classification for the classification for the General Fund includes amounts that are not contained in the other classifications. Unassigned amounts are the portion of fund balance which is not obligated or specifically designated and is available for any purpose.
 - The City understands the importance of maintaining a proper fund balance for the functions of City government. Proper fund balance allows sufficient cash flow between high and low revenue periods but also ensures security in case of a natural emergency.

- The City will maintain an unassigned fund balance in the General Fund of at least 15%, but not to exceed 40% of annual General Fund expenditures.
- The City will not budget for the use of unreserved or unassigned fund balance in the General Fund for ongoing operations. Unreserved or unassigned fund balance can be used to cover shortfalls in revenues during a fiscal year if insufficient time remains in the fiscal year to reduce expenditures or for emergency purchases (i.e., natural disasters).

PASSED ON THIS THE 20th DAY OF APRIL 2020.

MAYOR

ATTEST:

CITY ADMINISTRATOR

RESOLUTION NO. 24-21
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MORRISTOWN, TENNESSEE SUPPORTING THE DRUG DEALER
LIABILITY ACT LAWSUIT.

WHEREAS, the City Council of the City of Morristown, Tennessee, meeting in regular session on the 20th day of April 2021, a quorum being present and a majority voting in the affirmative, hereby RESOLVES as follows:

WHEREAS, the City of Morristown, as well as other counties in Tennessee and in surrounding states, has experienced an epidemic related to the distribution and use of opioids by its citizens that has generated critical issues and problems for the City of Morristown, including but not limited to opioid addiction by the City of Morristown citizens, drug overdose deaths, the birth of drug dependent babies, a rise in criminal charges convictions for the illegal sale and use of opioids as well as other crimes resulting from the opioid abuse epidemic, including but not limited to burglary, theft, and fraud, and the loss of productivity of the citizens in the workplace, damage and destruction to the family unit, all resulting from the illegal sale, distribution, and use of opioids in the City of Morristown; and

WHEREAS, District Attorney Dan Armstrong is the duly elected District Attorney General for the 3rd Judicial District of the State of Tennessee; and

WHEREAS, General Dan Armstrong brought a lawsuit in 2017 through the law firm of Branstetter, Stranch & Jennings, PLLC to recover money for the City of Morristown under Tennessee’s Drug Dealer Liability Act (“DDLA”), and that lawsuit is pending in Sullivan County Circuit Court.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Morristown, Tennessee that it fully supports the lawsuit, approves of the actions taken in the lawsuit thus far on its behalf, approves of the lawsuit going forward with the City of Morristown as the named plaintiff, and retains District Attorney Dan Armstrong and the law firm of Branstetter, Stranch & Jennings, PLLC as counsel in this matter and any other opioid-related lawsuit.

PASSED ON THIS THE 20th DAY OF APRIL, 2021.

Sponsor

Mayor

City Clerk

City Attorney

ORDINANCE NO. ____
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 9, CHAPTER 2 OF THE
MORRISTOWN MUNICIPAL CODE.

Be it ordained by the City Council for the City of Morristown that the text of Chapter 2 of Title 9 of the Morristown Municipal Code is amended by deleting the current text and replacing it with the text stated herein:

“CHAPTER 2 - FARMERS MARKET

Sec. 9-201. - Establishment and bounds of the farmers market.

There is hereby established within the limits of the City of Morristown, Tennessee, a downtown market, hereinafter referred to as the "farmers market", upon a tract located at 130 West Morris Boulevard at the site of the pavilion.

Sec. 9-202. - Purpose and intent.

The purpose and intent of the farmers market shall be to provide a pavilion setting in the historical, central business district of the city that provides farmers, crafters, artisans and vendors the opportunity to sell fresh garden produce, agricultural products, plants, perennials and annuals, herbs, food and hand-made crafts and provide a gathering place for pedestrians to intermingle and enjoy live entertainment.

Sec. 9-203. - General rules of use.

The following rules shall apply for farmers, vendors, artisans, crafters and others who wish to sell produce, food, goods or other items within the bounds of the market:

- (1) The city administrator shall undertake or designate supervision of the farmers market. That designated person or entity shall be referred to in this ordinance as "supervisor". The duty of the supervisor is to ensure compliance with all city codes and ordinances including the provisions set forth herein. The supervisor, shall be the Morristown Area Chamber of Commerce or another entity as designated by the City Administrator and/or the City governing body, and shall have the authority to issue and revoke permits to farmers and vendors who make application to sell produce, food, items or goods in accordance with the provisions set forth herein. The supervisor shall also have the authority to issue and revoke permits for the use of the farmers market and the downtown green area adjacent to the farmers market.
- (2) There shall be two classifications for anyone wishing to sell produce and farm products, food, handmade items, fine crafts, or other similar items at the market:
 - a. Farmers: For the purposes of this chapter, farmers shall be:

- i. Those persons who grow all or at a minimum 51 percent of their own produce or other farm products by daily volume, which are grown within 100 miles of the market; and
 - ii. Those persons who have been inspected by the Hamblen County, University of Tennessee Agriculture Extension Office and received an acceptable certification from said office;
 - iii. Those persons displaying the certification set forth above ARE subject to re-inspection at any time by the supervisor and/or the supervisor's appointees.
 - b. Vendors: For the purposes of this chapter, vendors shall be:
 - i. Any person approved to have space at the market for retail sales of firewood, seafood caught by the seller, or handmade fine craft items who is not a farmer as set forth above in section 9-203(2)(a).
- (3) Spaces for the purpose of displaying and selling at the market shall be leased by the supervisor to the farmers and vendors.
- a. A permit shall be issued by the supervisor to each farmer and vendor who occupies space on the market. The permit shall be based upon an application as prepared by the supervisor and shall be accompanied by a fee as designated by the supervisor.
 - i. The supervisor-issued permit shall be clearly posted on the premises leased to each farmer or vendor.
 - ii. Any and all required business licenses issued by the City of Morristown and Hamblen County shall be clearly posted on the premises upon which is leased to each farmer or vendor.
 - iii. Any and all required state or federally issued permits or certifications by the U.S. Department of Agriculture or other government agency shall be clearly posted on the premises upon which is leased to each farmer or vendor.
 - iv. Vendors and farmers shall be responsible for paying all applicable sales taxes and clearly posting verification to that effect.
 - v. Each space shall be the area of a typical parking space at the market pavilion plus a space in the pavilion that is a reasonable extension under the pavilion roof allowing for a central area for shoppers and others to safely walk and view the products for sale.
 - vi. Farmers and vendors may lease multiple spaces with the approval of the supervisor.
 - vii. The rates for space(s) leased on the market shall be established by the supervisor stipulating the daily or monthly rental rates for space at the

market pavilion, which may be changed from time to time by the supervisor in consultation with and approved by the governing body.

- viii. Stall distribution and location within the pavilion shall be at the discretion of the supervisor consistent with the best interest of the market.
 - ix. Farmers and vendors shall park their commercial vehicles, box trucks, trailers, etc. in an area designated for such purpose.
 - x. Parking for farmers, vendors and the public shall be within designated parking spaces.
 - xi. No farmer or vendor shall alter or damage any pavilion and/or ancillary structure, shelter or canopy provided by the city. Anyone altering or causing damage to any city property shall be held accountable for reimbursement to the city to cover repair or replacement of such property and shall forfeit their privilege to operate on the market until such reimbursement is secured from the farmer or vendor by the city and authorized by the supervisor to return.
 - xii. No farmer or vendor shall leave vehicles, trailers, wagons or any other vehicle, apparatus, items the farmer or vendor sells, or structure on the premises of the market after the operating business hours of the market.
- (4) All processed foods offered for sale to the public shall comply with the requirements set forth by federal, state and local laws, regulations and rules. Copies of certifications issued in compliance with these laws and regulations shall be provided as part of the application to be a farmers market farmer or vendor.
 - (5) Farmers and vendors shall clearly post prices on all produce or items being sold. Farmers shall also place on their signage the name of the item, the farm where it originated, the county in which it is located, and other information that may be required by the supervisor in accordance with widely-accepted good practices for Tennessee Farmers Markets.
 - (6) Scales utilized at market must be inspected and sealed annually by the Tennessee Department of Agriculture and must be clearly posted as approved.
 - (7) Farmers and vendors shall carry insurance in minimum liability amounts as set by the governing body to cover personal injury, product liability, and property damage prior to the issuance of a permit. Proof of insurance shall be kept current throughout the duration of the vendor occupying space on the market and shall be provided to the supervisor and kept on premises. Such policies of insurance shall name the city and the supervisor as additional insured.
 - (8) Farmers and vendors shall assume all responsibility for any losses of property or money from the market site. Farmer and vendor spaces may never be left

unattended. The city assumes no responsibility for lost, stolen or damaged goods or property.

- (9) Farmers and vendors shall be responsible for keeping the premises of their assigned space in a clean and neat manner, free of refuse, litter, debris, and/or garbage. Each farmer and vendor is responsible for maintaining his area throughout business hours and cleaning the area daily which includes but is not limited to removing all produce, food, products or items for sale from the market premises before departing for the day. Items for disposal shall be placed in garbage bags and then may be deposited in trash containers provided for that purpose.
- (10) The farmers market shall operate year round as weather permits in accordance with a safety plan to be developed in consultation with and approved by the governing body.
- (11) Farmers and vendors shall not issue any information, publication, document or article for publication concerning the market without prior written approval by the supervisor.
- (12) Farmers and vendors shall present and conduct themselves in such a manner so as to not have a negative impact upon the market, to the public, the City of Morristown, or other farmers and vendors. This includes, but is not limited to:
 - a. Use of profanity;
 - b. Use of alcohol, tobacco and vaping products or other illegal or controlled substances;
 - c. Shoes and shirts must be worn at all times.

Sec. 9-204. - Prohibited uses at the farmers market and downtown green.

- (1) It shall be unlawful to obstruct or impede traffic access, egress and circulation.
- (2) Any use not specified as a permitted use in this section shall be prohibited upon the premises, subject to review and approval by the supervisor.
- (3) Automobiles for sale shall not be permitted upon the premises nor shall items that would be associated with a yard sale or flea market.
- (4) Livestock, chickens or other animals shall not be permitted upon the premises except for service animals. This section does not prohibit the sale of meat, poultry, fish, or seafood that has been prepared and is presented for sale in accordance with federal, state and local laws and regulations. This section also does not prohibit pets being on the premises when specifically allowed due to a pet specific event or when the market is not being used for farmers market sales.
- (5) Any use that produces noxious smoke, fumes, noise, odor or other offensive effect to the senses, including but not limited to fuel powered-generators, shall not be permitted upon the premises. This section does not prohibit any generators or noises that may be present on or in conjunction with a permitted food truck.

- (6) No one shall engage in solicitation, collection drives and/or distributions, political or religious activities on the premises.
- (7) No loud hawking of items is allowed on the premises.
- (8) No pavilion or shelter provided by the city shall be altered in any manner without prior written approval by the supervisor.

Sec. 9-205. - Enforcement.

- (1) The supervisor and/or the supervisor's designee are hereby authorized and directed to enforce all of the provisions of this article. This authority empowers such individuals to perform any inspections and to issue related rules and citations for the enforcement of this section.
- (2) Farmers and vendors should promptly report any suspected offenses to the supervisor.
- (3) Any farmer or vendor found to be out of compliance with the ordinance comprising this section shall receive one written warning from the supervisor or other authorized city employee. If the noncompliant farmer or vendor does not comply he will be barred from the market for the remainder of the season and forfeit any amount of monthly lease currency rent paid to the supervisor to operate at the market. His or her permit shall be revoked.
- (4) Any vendor found selling a tangible item on the market that is not garden produce, agricultural products, plants, perennials, annuals, herbs, food or hand-made art or crafts will be in violation of this chapter and will be subject to being banned from the market for the season and permit revocation.
- (5) Each day that a violation of this chapter remains shall constitute a separate violation of the chapter for the purposes of the court's assessment of fines or penalties.
- (6) In case of conflict between this chapter or any part hereof, and the whole or part of any existing ordinance of the city, the provision that establishes the higher standard shall prevail.
- (7) If any section, subsection, clause, provision or portion of this chapter is held to be invalid or unconstitutional by any court or competent jurisdiction, such holding shall not affect any other section, subsection, clause, provision or portion of the chapter. It is the specific intention of the city that each provision in the chapter stand or fall on its own, and not rely upon the effectiveness of other provisions in the chapter.

Sec. 9-206. – Annual Review.

There shall be an annual review of the Morristown Farmers Market annual report that is provided by the supervisor to the members of the governing body.”

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

PASSED ON FIRST READING THIS _____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS _____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY ADMINISTRATOR

APPROPRIATION ORDINANCE

Ordinance Number: 3651.04

TO AMEND ORDINANCE NUMBER 3651. THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR FISCAL YEAR 2020-2021 AND TO APPROPRIATE ADDITIONAL FUNDS TOTALING \$274,000 FOR THE DESIGN CONTRACT WITH MATTERN AND CRAIG FOR THE IMPROVEMENTS AT EAST MORRIS BOULEVARD AND THOMPSON CREEK ROAD.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3651 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2020-2021 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	RESERVES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	FUND BALANCE	110.24100	COMMITTED FUND BALANCE		\$ 274,000		
General (#110)	ENGINEERING	41800.399.02015	OTHER CONTRACTED SERVICES			\$ 274,000	
			Totals	\$ -	\$ 274,000	\$ 274,000	\$ -

PASSED ON FIRST READING THIS 20th Day of April 2021

Mayor Signature

ATTEST:

City Administrator Signature

PASSED ON SECOND READING THIS 4th Day of May 2021

Mayor Signature

ATTEST:

City Administrator Signature

LICENSE AND DONATION AGREEMENT

THIS AGREEMENT is made this 20th day of April, 2021 by and among the CITY OF MORRISTOWN, TENNESSEE, a municipal corporation, created by the Private Acts of the Tennessee Legislature for 1903, Chapter 103 (the “CITY”); and JOYCE JOLLEY AND THE JOLLEY FOUNDATION, INC. (“JOLLEY”) collectively.

WHEREAS the CITY is the owner of certain real property located adjacent to Fred Miller Park on South Jackson Street which is currently a vacant lot, which property is shown on the diagram attached hereto as Exhibit A (the “Park Property”);

WHEREAS JOLLEY has requested the ability to design, finance and construct a handicap accessible park (the “Park”) constructed on the Park Property and to donate such Park to the CITY as a civic contribution;

WHEREAS after completion of the Park, JOLLEY does intend to dedicate the Park to the CITY, and the CITY does intend to accept the donation and the Park and to be responsible for future maintenance and upkeep of the Park; and

WHEREAS in order to construct the Park, JOLLEY and/or her agents, designees, and contractors and subcontractors that are hired to complete the project, will need to have access to the Park Property.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants, agreements, and conditions contained herein, the parties hereby agree as follows:

WITNESSETH

1. The term of this Agreement shall commence upon the effective date stated above and shall continue until the Park is completed and the donation of the Park is accepted by the CITY’s governing body. Upon the acceptance of the donation by the City, the Park shall become the sole property of the CITY, free and clear of all claims to the Park by JOLLEY or any third person.

2. Upon completion of the Park, the Park shall be treated like any other CITY park and shall be accessible to the public. The CITY’s Parks and Recreation Rules and Regulations, as amended from time to time, shall also apply to this Park and shall be enforced by the CITY and/or the Parks and Recreation Department in the same manner as the CITY enforces such Rules and Regulations for other park and recreation facilities of the CITY.

3. The CITY does hereby agree to grant JOLLEY and all her agents, designees, hired contractors, subcontractors and the like a license to enter on the Park Property for the purpose of designing, installing and constructing the Park. Prior to commencement of construction of the Park, JOLLEY shall provide the plans and specifications for the Park to the City for its approval (the “Plans and Specifications”), which approval may be provided the City Administrator of the CITY, which approval shall not be unreasonably delayed or withheld. JOLLEY does specifically agree to include the CITY’s designated representatives in the design process and to provide regular progress reports to the CITY. Additionally, the CITY shall have the ability to communicate directly with the general contractor and design firm regarding the Park relating to matters relating thereto.

4. JOLLEY agrees that the Plans and Specifications and construction of the Park shall be in accordance with all applicable laws, rules, codes and ordinances, that the construction of the Park shall use new, high quality materials, and that the workmanship relating to the Park shall be of high quality. The Plans and Specifications shall be prepared by and completed by an appropriate design and building professional, licensed to practice in Tennessee.

5. JOLLEY agrees that both JOLLEY and the general contractor for the Park shall maintain liability insurance in a minimum amount of \$1,000,000 per incident and in the aggregate and shall name the CITY as an additional insured against any losses caused by the negligence or willful misconduct of JOLLEY, such general contractor or their respective agents. Additionally, JOLLEY shall ensure that builder’s risk insurance in an appropriate amount is in effect during the construction of the Park.

6. JOLLEY shall ensure payment for all aspects of the design, construction, and installation of the Park. In no event shall the CITY be held liable or responsible for the payment of the design, construction, and installation of the Park. JOLLEY shall take all actions as may be required to prevent any liens being filed with respect to the Park Property that relate to the construction of the Park, and if any such lien is filed, JOLLEY shall cause such lien to be immediately removed by filing the appropriate bond.

7. Upon commencement of the construction of the Park, JOLLEY shall cause such construction to proceed with diligence and shall cause such completion to be completed no later than December 31, 2021, subject to any force majeure events beyond JOLLEY’s control. Upon the completion of the Park, the CITY shall have the ability to inspect the Park, and if there are any defects or areas that the CITY inspector(s) deem need to be repaired or modified, JOLLEY agrees to ensure that same is completed and shall bear the cost of same. Upon such completion, JOLLEY shall cause all warranties related to the Park to be assigned to the CITY.

8. JOLLEY shall indemnify and hold harmless, and defend the CITY and its officers and employees from and against any and all liability or loss, cost or expense, including any judgments, fines, assessments, and reasonable fees of attorneys, auditors and consultant, arising out of or in connection with the design and construction of the Park and the performance of this Agreement. Nothing stated herein shall require JOLLEY to indemnify the CITY for any damages resulting from the gross negligence or willful misconduct of any employee or agent of the CITY.

WITNESS our hands the day and year first above written.

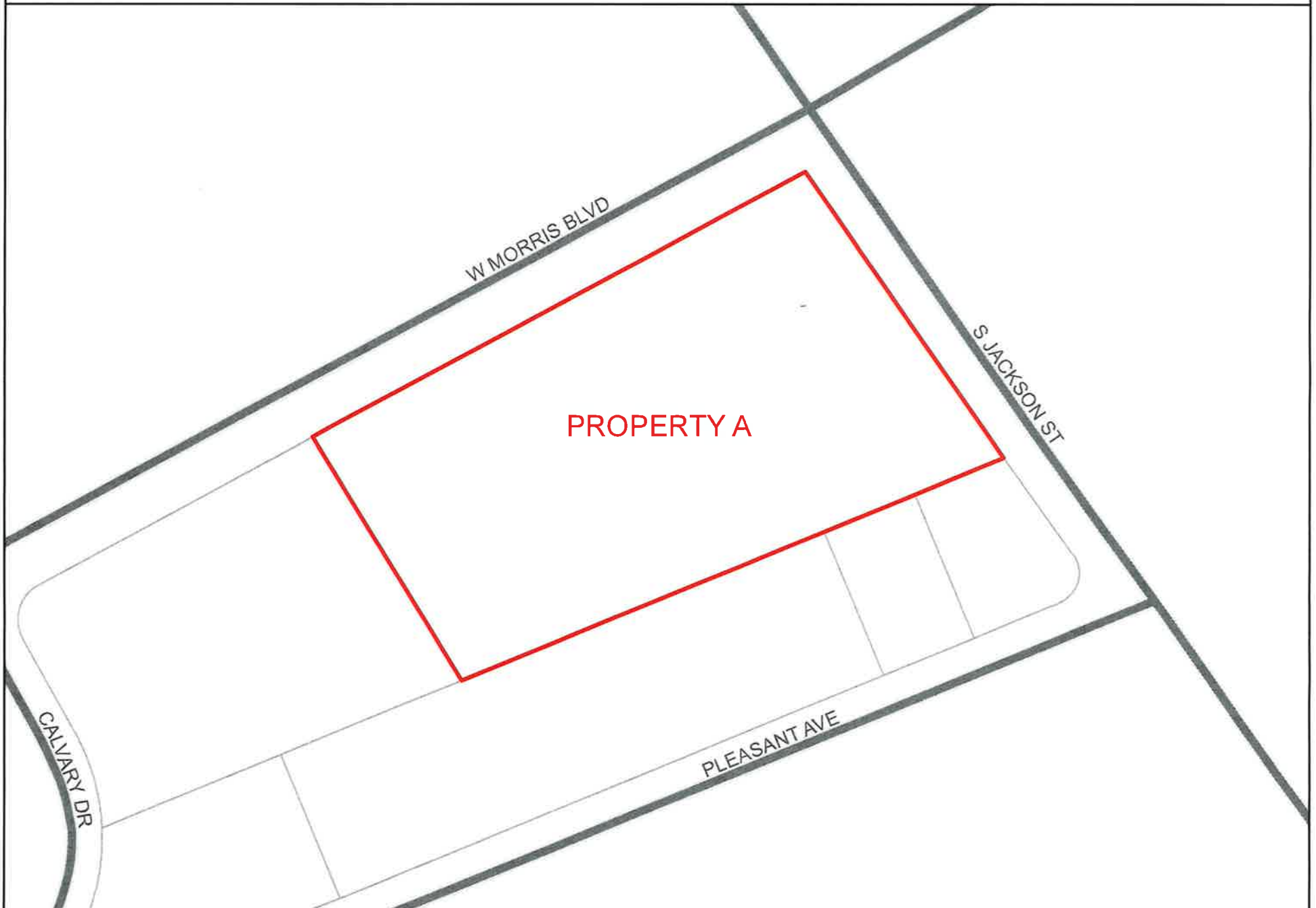
CITY OF MORRISTOWN
BY: ANTHONY COX
CITY ADMINISTRATOR

JOYCE JOLLEY

THE JOLLEY FOUNDATION, INC.

BY: _____

Exhibit A



MUNICIPAL ADVISORY AGREEMENT
BETWEEN
THE CITY OF MORRISTOWN, TENNESSEE
AND
CUMBERLAND SECURITIES COMPANY, INC.

THIS AGREEMENT entered into this 20th day of April 2021, by and between THE CITY OF MORRISTOWN, TENNESSEE (hereinafter referred to as the “Client”), and CUMBERLAND SECURITIES COMPANY, INC., a Tennessee based Independent Registered Municipal Advisor (hereinafter referred to as “Municipal Advisor”).

W I T N E S S E T H

WHEREAS, the Client may in the future require financing for the purpose of providing funds for capital projects; and

WHEREAS, the Client must from time to time provide adequate new facilities or improvements to meet the demands placed on the services provided by the Client in order to promote the general welfare of the citizens of the Client and its area; and

WHEREAS, the Client may from time to time desire to refinance debt, or other obligations, issued for previous said projects; and

WHEREAS, the Client desires that the most complete and accurate economic and financial information possible be provided its officials and to potential bidders and ultimate buyers of the Client's bonds, notes, and/or other obligations; and

WHEREAS, due to the rapid changes in financing methods, the complexity of laws governing such financings and the specialization that is required to remain informed and up-to-date, the Client desires that a recognized independent registered municipal advisor be retained in the structuring, marketing and sale of the Client’s bonds, notes, and/or other obligations; and

WHEREAS, the Client has evaluated the capabilities of the Municipal Advisor to the complete satisfaction of the Client and has requested the Municipal Advisor to assist and advise the Client in matters relating to the Client's issuance of bonds, notes, and/or other obligations under

terms and conditions decided by the Client to be suitable and in the best interest of the Client and its constituents.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is hereby mutually agreed by and between the Client and the Municipal Advisor that

Section 1. Definitions:

- a) “Authorized Representative(s)” means the Mayor, City Administrator, Assistant City Administrator and/or the Finance Director of the Client, as hereinafter defined.
- b) “Client” means the Client as previously defined.
- c) “Municipal Advisor” means Cumberland Securities Company, Inc.

Section 2. Scope of Services:

- a) Suitability and Needs Analysis. In preparation for the development of any financing plan, or plans, the Municipal Advisor will survey the financial resources of the Client to determine its borrowing capacity and analyze the existing debt structure of the Client as compared to the existing and projected sources of revenues which may be pledged to secure payment of the debt service on the proposed issues. Such studies will also include a complete analysis of the existing indebtedness of the Client to determine the most practical, economical way for the Client to fund needed public improvements and projects. In addition, the Municipal Advisor will consider any future financing requirements projected by Client officials, its consultants (if any) and other experts that may be employed from time to time by the Client.
- b) Development of plan of Finance/Refinance. The Municipal Advisor, working with the Authorized Representative(s) and other Client officials and employees, the Client’s Attorney, the independent Bond Counsel to the Client, and other such independent consultants or consulting engineers as may be engaged by the Client from time to time, shall assist in the development of a plan or plans for the financing or refinancing of any improvements through the issuance of bonds or other obligations, including loan agreements.
- c) Recommendation. Based on the information developed by or other information available to the Municipal Advisor, the Municipal Advisor will submit its recommendations on the

financing of the proposed public improvements and projects. The Municipal Advisor's recommendation will include among other things, a schedule of principal maturities, options of prior payment, and the necessary security provisions designed to make the issues attractive to potential investors. All recommendations will be based on the Municipal Advisor's experience as to how the debt obligations can best be sold under terms most advantageous to the Client, based on its facts and circumstances. In preparing any plan of financing, and in all other services rendered by the Municipal Advisor under this Agreement, it is hereby understood that the Municipal Advisor may rely upon any written data or reports furnished to the Municipal Advisor by the Client or its Authorized Representatives. The Authorized Representative(s) agree to make available to the Municipal Advisor any data, reports, or Client personnel for conferences and consultations as may be necessary for the formulation of any financing plans.

- d) State Reports. If the Client and the Municipal Advisor determine that it is advantageous to the Client to refund any presently outstanding bonds, loans and/or outstanding notes, the Municipal Advisor will submit a plan of refunding and a computation of projected costs savings, if applicable, to the Director for the Office of State & Local Finance for review as required by Section 9-21-1003, Tennessee Code Annotated.
- e) Resolutions. The Municipal Advisor shall ensure that all the necessary resolutions are prepared for adoption in preparation for the sale and issuance of the bonds, loans and/or notes and that all other necessary proceedings are prepared and executed to complete each sale.
- f) Financial and Economic Factors. The Municipal Advisor will advise on current market conditions, forthcoming bond, loans and note issues, federal tax law considerations, and other general information and economic data which might normally be expected to influence the interest rates or other bidding or sale conditions, so that the date for the sale of the bonds, loans and/or notes can be set at a time, which in the Municipal Advisor's opinion will be most favorable to the Client.
- g) Legal Services. The Municipal Advisor will work with Client's nationally recognized bond attorney(s), for their approving legal opinion(s) on its debt obligations, as needed.

- h) Offering Document. In connection with any bond sale, the Municipal Advisor shall prepare a “near final” Preliminary and Final Official Statement substantially in accordance with the standards recommended by the Government Finance Officers Association (the “GFOA”) and will make a national distribution of such “near final” Preliminary Official Statements to potential bidders or purchasers for the bonds and to other interested parties and will furnish the successful bidder(s) or purchasers a reasonable amount of final Official Statements within seven (7) business days from the sale date as required by the Securities and Exchange Commission Rule 15c2-12.
- i) Credit Rating(s). The Municipal Advisor will prepare and assemble all necessary information concerning the Client for submission to and consideration by one or more of the major rating services (Moody's Investors Service, Inc., and/or Standard & Poor's Rating Services, and/or Fitch Ratings) in connection with a bond sale either independently or in connection with the use of credit enhancement if in the opinion of the Municipal Advisor, such rating(s), would prove to be economically beneficial to the Client. The Municipal Advisor will arrange for conferences or meetings (if necessary) with appropriate personnel analyzing the proposed bond issue(s) in anticipation of a rating(s) on such bonds.
- j) Credit Enhancement. The Municipal Advisor will advise the Client on the use of credit enhancement instruments available from municipal bond insurers or others and provide assistance in seeking such insurance or credit enhancement if in the opinion of the Municipal Advisor, such credit enhancement instrument would prove to be economically beneficial to the Client.
- k) Procurement of Services. The Municipal Advisor will assist the Client in engaging a major commercial bank (after receiving approval from and Authorized Representative) to serve as the Client's Registrar, Paying Agent and Escrow Trustee, if required. The Municipal Advisor will also assist the Client in engaging any other services, as required, for debt issuance.
- l) Advertisement. The Municipal Advisor will prepare forms and coordinate the submission of all advertisements concerning the sale and issuance of bonds and notes as required by law.

- m) Verification. The Municipal Advisor will furnish a representative at the sale to assist and advise the Client officials in receiving bids or pricing levels and will tabulate all bids or pricing as well as perform computer verification of the mathematical accuracy of said bids or pricing and the compliance of all bids with the published requirements of the sale, if applicable. In addition, the Municipal Advisor will assist and advise the Client in the awarding of the bonds to the successful bidders or purchasers.
- n) Closing Coordination. The Municipal Advisor will supervise all closing proceedings so as to ensure the quickest possible delivery of the debt obligations to the purchaser or purchasers, including having the bond forms printed and ready for signatures of the proper officials.
- o) Final Reports. After the sale, the Municipal Advisor will deliver to the Client, the Registrar/Paying Agent and/or appropriate officials, a schedule of debt service requirements on the debt obligations.
- p) Bond Yield Calculation. The Municipal Advisor will calculate the “Bond Yield” based on the arbitrage provisions of the Internal Revenue Code of 1986 and will advise the Client on the maximum allowable yield on such debt obligations. If requested, the Municipal Advisor will advise the Client on the investment of the proceeds of debt obligations so as to maximize the arbitrage potential under applicable existing laws.
- q) State Form Preparation. The Municipal Advisor will prepare State Form CT-0253, “Report on Debt Obligations” for execution and submission to the State Comptroller's Office by the Client and a representative of the Municipal Advisor pursuant to Section 9-21-151, Tennessee Code Annotated within forty-five (45) days after the issuance of any bonds or notes with a maturity of greater than one (1) year.
- r) IRS Form 8038-G. The Municipal Advisor will work with Client’s nationally recognized bond attorney(s) to prepare or cause to be prepared Form 8038-G “Information Return for Tax-Exempt Governmental Bond Issues” and file or cause to be filed the report with the United States Department of the Treasury on or before the 15th day of the second calendar month after the close of the calendar quarter in which any debt is issued.

Section 3. **Fees.**

- a) Closing Costs. The Client will be responsible for paying all of the normal bond issuance costs and fees. The normal bond issuance costs that the Client will pay will include the following: Bond Counsel fees, registration and paying agent's initial acceptance fees; bond printing costs; any rating agency's fees not associated with bond insurance; costs of preparation, printing and distribution of the Preliminary and Final Official Statements, and all legally required publication costs and if a refunding is involved the acceptance fee of the Escrow Agent and the fee of an accounting firm to verify the accuracy of the escrow fund to defease the bonds or notes being refunded. The Municipal Advisor will bill the Client and pay on the Client's behalf the above referenced issuance cost unless the Client requests to handle such payments itself. It is expressly understood that the Client will be responsible for all compensation due (if any) to the Client's Attorney, other independent consultants engaged by the Client, the annual fees of the Registration and Paying Agent, the annual fee payable to the Municipal Advisor for also serving as the Dissemination Agent and if the Client so desires and qualifies, any premiums due and other related rating fees for bond insurance or other credit enhancement instruments purchased directly by the Client to enhance the sale of the bonds.
- b) Municipal Advisor Fee. In addition to the aforementioned bond issuance costs outlined above, the Client agrees that in consideration for the services rendered by the Municipal Advisor at its expense, the Client shall pay or cause to be paid to the Municipal Advisor a fee at the time of and only upon the successful issuance and delivery of any debt obligation. The determination of any Municipal Advisor fee or other compensation for all debt obligations will be mutually agreeable between the Client and the Municipal Advisor pursuant to a Fee Letter. The fee for any Municipal advisory activity that does not involve any specific financing by the Client, will also be mutually determined by the Municipal Advisor and an Authorized Representative, pursuant to a Fee Letter.
- If Client represents to another firm or person that it will rely on the advice of Municipal Advisor as its Independent Registered Municipal Advisor ("IRMA"), Client agrees to compensate the Municipal Advisor for any resulting transaction for which another person

or firm relied upon the IRMA exemption.

Section 4. Disclosures

- a) Regulatory Registration. The Municipal Advisor is registered as a Municipal Advisory firm with the U.S. Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”). The Municipal Advisor will maintain all required registrations with the SEC and MSRB. A municipal advisory client brochure is posted on the website of the MSRB (www.msrb.org) that describes the protections that may be provided by the Municipal Securities Rulemaking Board rules and how to file a complaint with an appropriate regulatory authority. The Advisor will maintain all required registrations with the SEC and the MSRB and the Advisor will disclose any legal or disciplinary events, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation, and other detailed information. The Client may electronically access the Advisor’s most recent Form MA and each most recent Form MA-I filed with the Commission at <https://tinyurl.com/SEC-MA-Search>. As of the date of this document, Cumberland Securities Company, Inc. has never had a legal or disciplinary event.
- b) Potential Conflicts of Interest.
 - i) Contingent Fee Form of Compensation. Under a contingent fee form of compensation, payment of the Municipal Advisor’s fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the Client, it presents a conflict because the Municipal Advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. The officers of the Municipal Advisor are also officers, directors and shareholders of Cumberland Advisors, Inc. which may receive a fee in connection with services related to the investment of bond proceeds. All recommended financings are reviewed by the firm to confirm that that they are suitable for each client. Upon execution of this Municipal Advisory Agreement, the Municipal Advisor will have a legally binding fiduciary responsibility to put the financial interests of the Client

before its own.

- ii) Dissemination Agent. The Municipal Advisor may also serve as the Client's Dissemination Agent for which it will receive a separate form of compensation for work completed in accordance with services rendered as Dissemination Agent.
- iii) Bloomberg License. The Client hereby recognizes that the Municipal Advisor also receives the use of a Bloomberg license courtesy of Raymond James and Associates. The use of this license is not contingent upon any specific existing or future business. All recommended financings and investments are reviewed by the firm to confirm that that they are suitable for each client.

Section 5. Term. THIS AGREEMENT shall remain in full force and effect for three (3) months from the date entered into hereof (the "Expiration Date"). The initial Expiration Date (and any subsequent Expiration Date) shall be extended for an additional one-month period unless the Client shall deliver to the Municipal Advisor on or before fifteen (15) days preceding the then effective Expiration Date written notice that the Client will not extend the Expiration Date for an additional one-month period (a "Notice of Non-extension"). In the event the Client does not deliver a Notice of Non-extension on or before fifteen (15) days preceding the then effective Expiration Date, the Expiration Date shall be automatically extended for an additional period of one-month, and the last day of such extended period shall thereafter be deemed to be the Expiration Date. Upon termination of this Municipal Advisor Agreement by the Client, the Municipal Advisor shall be paid the fee in full that would be due for all work completed up to the date of cancellation and authorized by an Authorized Representative.

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Section 28. This Agreement shall take effect immediately.

CITY OF MORRISTOWN, TENNESSEE

By: _____
Gary Chesney
Mayor
City of Morristown, TN

By: _____
Anthony W. Cox
City Administrator
City of Morristown, TN

CUMBERLAND SECURITIES COMPANY, INC.

By: _____
Chris Bessler
Senior Vice President
Cumberland Securities Company, Inc.

The City of Morristown

Memorandum

From the Office of Finance



Morristown City Council Agenda Item Summary

Date: April 20, 2021

Agenda Item: Surplus Properties

Prepared by: Joey Barnard/Lauren Carroll

Subject: Approval to declare properties purchased at tax sale as surplus

Background/History: The City of Morristown purchased several properties at the September 29, 2020 tax sale. The redemption period on five (5) more of these properties has now expired, therefore the parcels are vested in the City's name and are eligible to be sold. The parcels need to be declared surplus property before they can be disposed of.

Financial Impact: It is the goal to solicit offers on and acquire the maximum dollar amount in the most efficient manner for these properties after they have been declared surplus.

Action options/Recommendations: The City of Morristown administration and counsel are seeking approval to declare the attached parcels of property as surplus and to publish these parcels in the Citizen Tribune and on the City's website to solicit offers for purchase.

Attachments: Tax Property Surplus List.

**City of Morristown Purchased Tax Sale Properties
Surplus Property List (180 day redemption)**

Property Address	Map, Group, Parcel	
425 Hedrick Street	42A-K-14.00	
313 Montrose Avenue	42A-C-22.00	
423 Macarthur Street	33D-H-15.00	
623 Walters Drive	33O-C-31.00	
416 South Daisy Street	34P-E-10.00	

Project Understanding

Based on the information provided, Mattern & Craig (ENGINEER) proposes the following general Scope of Services, Fee, and Schedule for the reconstruction of Thompson Creek Road, in the City of Morristown (OWNER).

The OWNER requested, with a prior Task Order, that the ENGINEER prepare a traffic study to analyze the area along East Morris Boulevard, from Thompson Creek Road to Carroll Road, and including Lorino Park. The results of this study identified several operational issues and provided recommendations, including the removal of the traffic signal at the intersection of East Morris Boulevard at Pope Road, installation of a traffic signal at the intersection of East Morris Boulevard at Thompson Creek Road, and construction of a connector road between Thompson Creek Road and Lorino Park Road. The OWNER further requested that conceptual layouts of improvements to Thompson Creek Road be provided.

Therefore, with this Task Order, the OWNER desires to reconstruct the segment of Thompson Creek Road, from East Morris Boulevard to approximately 570 Thompson Creek Road (approximately 0.6 miles in length), to provide an appropriate roadway width and geometry as described in the conceptual layouts. The conceptual layout is included herein, as Exhibit A1, that depicts the project limits.

To accomplish this work, the ENGINEER proposes to provide engineering services for the design of the improvements, including surveying, preparation of plans, preparation of applicable permits, and coordination with utility owners to discuss impacts to their facilities. The ENGINEER will perform these engineering services for the OWNER with the following understandings:

- The OWNER will pay any applicable permit application fees directly to the appropriate agencies.
- The OWNER will provide any available mapping data.

Task 1 – Design Services

Task 1.1 – Survey & Mapping

Collect all available mapping data (aerial photos & surveys, GIS data, etc.) from available sources. Supplement as needed, to locate utilities and other features, and to establish a Digital Terrain Model (DTM) of the project area. We propose to use aerial, drone-based LiDAR equipment, to map the roadway corridor.

Task 1.2 – Project Management, Invoicing, & Meetings

We assume that multiple meetings, and likely additional workshops with the City Council, will be necessary.

Task 1.3 – Design

Plans will be prepared based on the Project Understanding detailed above. Design will be in accordance with applicable OWNER standards. The ENGINEER shall provide the following:

- Prepare plans which include all data necessary for construction, including geometric location, EPSC measures, signage and markings, and maintenance of traffic.
- Design a new traffic signal at the intersection of East Morris Boulevard and Thompson Creek Road, with lane geometry as indicated on the conceptual layouts.

- Design the extension of the box culvert, carrying Spring Creek, to accommodate the roadway improvements. Since Spring Creek is a mapped FEMA stream, a detailed hydraulic analysis will need to be performed.
- Coordinate with utility owners to discuss impacts to their facilities.
- Submit to OWNER a review set of plans and contract documents at the Preliminary (30%), Right-of-Way (60%), and Construction (90%) stages. Coordinate with OWNER and make agreed upon revisions at each stage.
- Prepare an Engineer's Opinion of Probable Cost at each stage of the work.
- Prepare property plats, for the acquisition of necessary rights-of-way or easements. We assume there will be eleven affected properties.
- Prepare contract documents for the execution of the construction contract.

Task 1.4 – Permits

Prepare applications for necessary permits. We anticipate these permits will be limited to a Stormwater Pollution Prevention Plan (SWPPP) permit.

Task 1.5 – TDEC Coordination

Since the roadway improvements are adjacent to Lorino Park, and the park property was purchased with TDEC grant funds, the impacts to the park property will need to be evaluated by TDEC. The ENGINEER will coordinate with TDEC during the design process, and will advise the OWNER as to what the alternatives are.

Task 1 Deliverables: *Project Documents, including intermediate review sets
Engineer's Opinion of Probable Cost
Approved permit applications*

Task 2 – Bidding & Negotiation Services

After acceptance by OWNER of the bidding documents, and upon written authorization to proceed by the OWNER, the ENGINEER shall provide the following services:

- Advertise the project in the appropriate publications.
- Issue Addenda as appropriate to clarify, correct, or change the Bid documents.
- Assist the OWNER in responding to questions from prospective bidders prior to the bid opening and issue responses to questions to all prospective bidders.
- Attend a bid opening, and tabulate and evaluate all bids.
- Issue a Notice of Award.

Task 2 Deliverables: *Executed Contract Documents*

Task 3 –Construction Engineering Inspection Services

If desired by the OWNER, Construction Administration, Construction Engineering Inspection, and layout services shall be performed by the ENGINEER based on a scope of work, schedule and fee negotiated with the OWNER at a later date.

Information Provided by the Owner

Owner to provide any available GIS data, based on aerial mapping, for the project area.

Schedule

Task	Milestone
Refined conceptual layout:	30 days following NTP and receipt of executed agreement
Preliminary Design Submittal:	120 days following approval of conceptual layout
R.O.W. Design Submittal:	120 days following approval of preliminary plans
Final Design Submittal:	60 days following approval of ROW plans
Bid Documents:	30 days following consolidated final design comments from OWNER
Bidding & Negotiation Phase:	Following final approval of bid documents

Please note that Engineer has no control over internal OWNER review processes as they relate to approvals and the issuances of notices to proceed.

Fee and Expenses

<i>Task 1 – Design Services</i>	<i>\$265,000.00</i>
<i>Task 2 – Bidding & Negotiation Services</i>	<i>\$9,000.00</i>
Total:	\$274,000.00

The ENGINEER will perform the services described above for the lump sum fees detailed above, to be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice. All permitting, application, and similar project fees will be paid directly by the OWNER.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the City of Morristown's Engineers Joint Contract Documents Committee (EJCDC) Agreement: E-505, Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition. This exhibit is considered Task Order Number 001 for the above referenced contract. As used in the Agreement, "Engineer" shall refer to **Mattern & Craig, Inc.**, and "Owner" shall refer to the **City of Morristown, Tennessee**.

 X Please ONLY provide a hard copy invoice to the address listed above to the attention of
 Larry Clark or provide alternative address).

The Effective Date of Task Order 001 is _____, 2021.

OWNER:

ENGINEER:

By: _____

By: Randy W. Beckner

Name: _____

Name: Randy W. Beckner, P.E.

Title: _____

Title: Chairman of the Board

Engineer License or

Firm's Certificate Number: PE# 101559

State of: Tennessee

DESIGNATED REPRESENTATIVE:

DESIGNATED REPRESENTATIVE:

By: _____

By: Jason Carder

Name: Larry Clark

Name: Jason Carder, P.E.

Title: Assistant City Administrator

Title: Project Manager

Address:

P. O. Box 1499
Morristown, Tennessee 37816-1499

Address:

429 Clay Street
Kingsport, Tennessee 37660

E-mail Address:

lclark@mymorristown.com

E-mail Address:

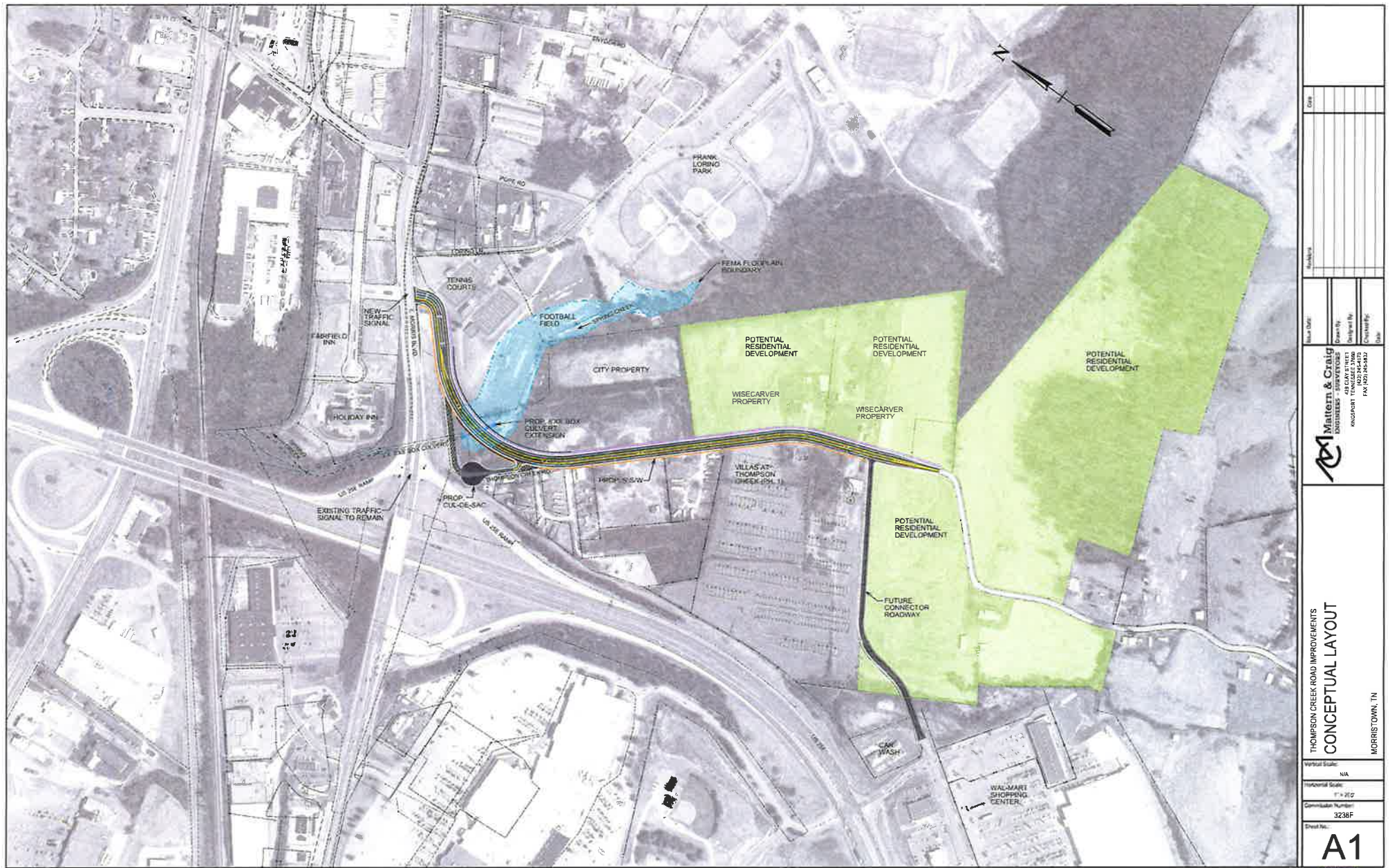
jacarder@matternandcraig.com

Phone: 423-585-4617

Phone: 423-245-4970

Fax: 423-586-4661

Fax: 423-245-5932



Thompson Creek Road Improvements CONCEPTUAL LAYOUT MORRISTOWN, TN		Date: _____ Revision: _____ Drawn By: _____ Checked By: _____ Date: _____
Malvern & Craig ENGINEERS - SURVEYORS 1000 N. W. 10th St. Ocala, FL 32668 TEL: 352.236.5400 FAX: 352.236.5402		Sheet No.: _____ Total Sheets: _____
Vertical Scale: N/A Horizontal Scale: 1" = 200' Commission Number: 3238F Sheet No.: A1		

The City of Morristown

Memorandum

From the Office of Finance



Morristown City Council Agenda Item Summary

Date: April 15, 2021

Agenda Item: Approval of Bid – Security Gate Access Card Reader System

Prepared by: Joey Barnard, Assistant City Administrator

Subject: Security Gate Access Card Reader System for the Morristown Regional Airport

Background/History: The City of Morristown and its consultant, Michael Baker International, identified the need for a security gate system for the Morristown Regional Airport. Bids were solicited from qualified professionals to include all labor, materials, and equipment necessary to install a card reader security gate access and video surveillance system for gate entry. This system will replace the existing outdated gate security keypads and provide the security needed for the Airport.

Findings/Current Activity: The Bid was advertised in the Citizen Tribune on February 5, 2021, and on February 7, 2021. Additionally, the bid was posted to the City of Morristown's website and through Vendor Registry, an online facilitation website. The submission deadline was 10:30 AM on Monday, March 1, 2021. We received two (2) responses. It should be noted that the variance between the bids is because Fleenor is using wireless technology compared to Stansell that proposed hardwiring. As per the recommendation from Michael Baker International, the bids were reviewed and determined to be responsive bids.

Financial Impact: This project is funded with grant funds.

Action options/Recommendations: Michael Baker International made the recommendation to the Morristown Airport Commission to approve the bid from Fleenor Security Systems in the amount of \$29,930.00. The Airport Commission accepted and is making the recommendation to City Council to allow the Airport Manager and Commission Chair to accept the best and lowest bid submitted by Fleenor Security Systems.

Attachment: Recommendation Letter and Bid Tabulation.

March 5th, 2021

Mr. Joey Barnard, Finance Director
City of Morristown
100 West First North Street
Morristown, TN 37814

RE: Letter of Contractor Recommendation
Security Gate Access Card Reader System (Rebid)
TAD No. 32-555-0765-19

Dear Mr. Barnard:

This letter shall serve to document that Michael Baker International has reviewed the bids submitted on March 1st, 2021 for the above referenced project. The two contractors submitting a bid were Stansell Electric Co., Inc., and Fleenor Security Systems. The bids were opened publicly and read aloud. The bid amounts are as follows:

Contractor	Bid Amount
Stansell Electric Co., Inc.	\$82,300.00
Fleenor Security Systems	\$29,930.00

This bids were reviewed to determine the responsiveness of the bids as received. Our conclusion is as follows:

Fleenor Security Systems had the lowest bid. The bid package was complete. No errors were found in unit pricing and extended totals. MBI has verified their license to contract in the State of Tennessee. I have included the bid tabulation with this letter.

We hereby recommend that The City of Morristown award the construction contract to Fleenor Security Systems in the amount of \$29,930.00. The grant funding amount would support this decision.

We will begin contract preparation and distribution after the award of the contract is verified.

Sincerely,



Jason D. Bennett, P.E.
Office Manager
Michael Baker International

**MORRISTOWN REGIONAL AIRPORT
BID TABULATION FOR: 32-555-0765-19
SECURITY GATE ACCESS CARD READER SYSTEM**

Bid Date: 1-Mar-21
Bid Time: 10:30 A.M.
Location: Airport Terminal Building
5233 Old Highway 11E
Morristown, TN 37814

BID TABULATION					*Fleenor Security Systems		Stansell Electric Co., Inc.	
ITEM NO.	SPEC. NO	WORK ITEM DESCRIPTION	UNIT	Quantity	Unit Price	Amount	Unit Price	Amount
1	01000	Mobilization	LS	1	\$1,000.00	\$1,000.00	\$5,500.00	\$5,500.00
2	02000A	Gate Card Reader	EA	4	\$7,232.50	\$28,930.00	\$18,000.00	\$72,000.00
3	02000B	Bollard	EA	8	\$0.00	\$0.00	\$600.00	\$4,800.00
TOTAL					\$29,930.00		\$82,300.00	

BID FORM AND DOCUMENT REVIEW:					Fleenor Security Systems		Stansell Electric Co., Inc.	
Proposal Forms:								
Bidder's Name					Y		Y	
Bidder's Address					Y		Y	
Bidder's License No.					Y		Y	
Executed and Witnessed					Y		Y	
Bid and License Information					Y		Y	
Bid Schedules					Y		Y	
Drug Free Workplace Affidavit					Y		Y	
Noncollusion Affidavit					Y		Y	
Equal Opportunity Report Statement					Y		Y	
Certification of Non-segregated Facilities					Y		Y	
Iran Divestment Act					Y		Y	
Attestation Regarding Personnel Used in Contract Performance					Y		Y	
Certificate of Contractor's License					Y		Y	

* \$100/ month service fee (Fleenor)