

Pre-Meeting WORK SESSION - Cancelled
March 16, 2021
4:00 p.m.

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
March 16, 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. March 2, 2021

6. PROCLAMATIONS/PRESENTATIONS

1. Presentation of GFOA Budget Award for the Fiscal Year 20-21 Budget.

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. 3668

An Ordinance of the City Council of the City of Morristown, Tennessee to amend Title 12 (Fire and Construction Codes), Chapter 1, Sections 12-101, 12-102, 12-103, 12-104, 12-105 and Chapter 2, Section 12-201 to adopt the Uniform Fire Code and Fire District, 2018 Edition.

2. Ordinance No. 3669

An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(1) to adopt the International Building Code, 2018 Edition.

3. Ordinance No. 3670
An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-302(2) to adopt the International Residential Code, 2018 Edition.
4. Ordinance No. 3671
An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(3) to adopt the International Existing Building Code, 2018 Edition.
5. Ordinance No. 3672
An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(4) to adopt the International Plumbing Code, 2018 Edition.
6. Ordinance No. 3673
An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(5) to adopt the International Mechanical Code, 2018 Edition.
7. Ordinance No. 3674
An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(6) to adopt the International Fuel Gas Code, 2018 Edition.
8. Ordinance No. 3675
An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(7) to adopt the International Property Maintenance Code, 2018 Edition.
9. Ordinance No. 3676
An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(9) to adopt the International Energy Conservation Code, 2018 Edition.
10. Ordinance No. 3677
An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(10) to adopt the International Swimming Pool and Spa Code, 2018 Edition.

9. NEW BUSINESS

9-a. Resolutions

1. Resolution 19-21

A Resolution of the City Council of the City of Morristown, Tennessee Directing Payment of Electric Tax Equivalent.

2. Resolution 20-21

A Resolution of the City Council of the City of Morristown, Tennessee Directing Payment of Wastewater Tax Equivalent.

3. Resolution 21-21

A Resolution of the City Council of the City of Morristown, Tennessee approving the Civil Service Board's Amendments to its Public Safety and Standards for Promotion (orange) Book.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. ____

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).
{Public Hearing April 6, 2021}

2. Ordinance No. ____

Entitled an Ordinance to Amend the Municipal Code of The City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 025 15915 000 from R2 (Medium Density Residential District) to IB (Intermediate Business District) (North Davy Crockett Parkway).
{Public Hearing April 6, 2021}

3. Ordinance No. ____

Entitled an Ordinance to Amend the Municipal Code of The City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 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).
{Public Hearing April 6, 2021}

4. Ordinance No. ____

Entitled 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).
{Public Hearing April 6, 2021}

5. Ordinance No. _____
Entitled an Ordinance to amend the municipal code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel id # 032048 04301, from HI (heavy industrial district) to R3 (high density residential district) (Dearing Road and Hwy. 160).
{Public Hearing April 6, 2021}
6. Ordinance No. _____
Being 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.
{Public Hearing April 6, 2021}
7. Ordinance No. _____
Being an Ordinance of The City Council of Morristown, Tennessee Amending Title 8, Chapter 2, Section 211 of the Morristown Municipal Code (Beer).
{Public Hearing April 6, 2021}

9-c. Awarding of Bids/Contracts

1. Acceptance of Recommendation on Request for Proposals from Tennessee Turfmasters and Oakview Landscaping and Lawn Care to provide Turf Management and Mowing Services in the amount of \$204,706.
2. Approval of One Year Contract for Landscaping and Mowing Services with Tennessee Turfmasters in the amount of \$85,606.
3. Approval of One Year Contract for Landscaping and Mowing Services with Oakview Landscaping and Lawn the amount of \$119,100.
4. Acceptance of Bids for Surplus Properties to Various Bidders Totaling \$29,457.01.
5. Acceptance of Contribution from Dick's Sporting Goods in the amount of \$1,500.
6. Approval of Memorandum of Understanding between City of Morristown and Knoxville-Knox County Community Action Committee (KCAC) for Administrative Services.
7. Approval of Purchase Order to Temple, Inc. for the Purchase of Traffic Signal Cabinets in the amount of \$14,356.

8. Approval of proposal with LDA Engineering for Services During Construction in the amount of \$6,000.00, Resident Project Representative Services in the amount not to exceed \$40,000.00 and Record Drawing Services in the amount not to exceed \$3,500.00 for the Wayne Hansard Park Drainage Improvements Project.
9. Approval of proposal with LDA Engineering for Services During Construction in the amount of \$8,000.00 and Resident Project Representative Services in the amount not to exceed \$40,000.00 for the North Cumberland Street Improvements Project.
10. Approval of proposal with LDA Engineering for Services During Construction in the amount of \$10,000.00 and Resident Project Representative Services in the amount not to exceed \$40,000.00 for the West Main Street Drainage Improvements Project.

9-d. Board/Commission Appointments

9-e. New Issues

1. Approval of Promotion to Lieutenant (2), Morristown Police Department.
2. Approval of Promotion to Sergeant (2), Morristown Police Department.
3. Approval of Promotion to Corporal (2), Morristown Police Department.

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
March 16, 2021**

1. Insurance Review
2. Title 10 Review

City Council Meeting/Holiday Schedule.

April 2, 2021	Friday		City Employee's Holiday – Good Friday
April 6, 2021	Tuesday	3:00	Finance Committee Meeting
April 6, 2021	Tuesday	4:00	Work Session – Council Agenda Review
April 6, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
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
MARCH 2, 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, March 2, 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 February 16, 2021 minutes as circulated. Councilmember A'Hearn 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.

Councilmember Smith made a motion to approve Ordinance No. 3667 on second and final reading. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3667

Being an Ordinance of the City Council of the City of Morristown, Tennessee to Close and Vacate a Right-of-Way on a portion of Manchester Avenue within the City of Morristown.

Councilmember A'Hearn made a motion to approve Ordinance Numbers 3668, 3669, 3670, 3671, 3672, 3673, 3674, 3675, 3676, 3677 on first reading and schedule a public hearing relative to final passage of said ordinances for March 16, 2021. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3668

An Ordinance of the City Council of the City of Morristown, Tennessee to amend Title 12 (Fire and Construction Codes), Chapter 1, Sections 12-101, 12-102, 12-103, 12-104, 12-105 and Chapter 2, Section 12-201 to adopt the Uniform Fire Code and Fire District, 2018 Edition.

Ordinance No. 3669

An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(1) to adopt the International Building Code, 2018 Edition.

Ordinance No. 3670

An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-302(2) to adopt the International Residential Code, 2018 Edition.

Ordinance No. 3671

An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(3) to adopt the International Existing Building Code, 2018 Edition.

Ordinance No. 3672

An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(4) to adopt the International Plumbing Code, 2018 Edition.

Ordinance No. 3673

An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(5) to adopt the International Mechanical Code, 2018 Edition.

Ordinance No. 3674

An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(6) to adopt the International Fuel Gas Code, 2018 Edition.

Ordinance No. 3675

An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(7) to adopt the International Property Maintenance Code, 2018 Edition.

Ordinance No. 3676

An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(9) to adopt the International Energy Conservation Code, 2018 Edition.

Ordinance No. 3677

An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(10) to adopt the International Swimming Pool and Spa Code, 2018 Edition.

Councilmember Bivens made a motion to approve to Surplus 2015 Dodge Charger, #393, VIN#2C3CDXAG1FH890992 that was totaled and receive insurance proceeds. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve to purchase a 2021 Ford Edge for the Codes Department via Statewide Contract # 209 from Ford of Murfreesboro in the amount of \$29,778.00. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter mad a motion to approve the hiring of Nathan Dressel, Cody Simpson, Caitlyn Griffith, Ashton Pierce, Jamie Murphy and Jesse Roach as Entry Level Officers for the Morristown Police Department. Councilmember Senter 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. Linda Noe, Tony Strazzullo spoke.

Mayor Gary Chesney adjourned the March 2, 2021 Morristown City Council meeting at 5:18 p.m.

Mayor

Attest:

City Administrator



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Morristown
Tennessee**

For the Fiscal Year Beginning

July 1, 2020

Christopher P. Morrell

Executive Director

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 12 (FIRE AND CONSTRUCTION CODES) OF
THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that: the text of Title 12 (Fire and Construction Codes), Chapter 1, Sections 12-101, 12-102, 12-103, 12-104, 12-105 and Chapter 2, Section 12-201 are hereby amended to adopt the Uniform Fire Code and Fire District, 2018 edition with the following modifications:

Sec. 12-101. - Fire code adopted.

NFPA 1 Uniform Fire Code, 2018 edition including all standards listed in chapter 2 except for NFPA 5000 and deleting section 24.3.5.1 from NFPA 101 Life Safety Code, 2012 edition.

Note— Copies of the Uniform Fire Code are available from the National Fire Protection Association, Inc., 1 Batterymarch Park, Quincy, MA 02269-9101.

Sec. 12-102. - Modifications.

The Fire Code adopted in section 12-101 is modified by deleting there from Chapter 1.10 titled "Board of Appeals", in its entirety; the members of the construction board of appeals, as established in chapter 9 of this title, shall consist of the board of appeals for purposes of appeals concerning the uniform fire code.

Sec. 12-103. - Definition of "municipality."

Whenever the word "municipality" is used in the NFPA 1 Uniform Fire Code or referenced Codes herein adopted, it shall be held to mean the City of Morristown, Tennessee.

Sec. 12-104. - Gasoline trucks.

No person shall operate or park any gasoline tank truck within the central business district or within any residential area at any time except for the purpose of and while actually engaged in the expeditious delivery of gasoline.

Sec. 12-105. - Violations and penalties.

It shall be unlawful for any person to violate any of the provisions of this chapter or the Uniform Fire Code hereby adopted, or fail to comply therewith, or violate or fail to comply with any order made thereunder; or build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been modified by the Construction Board of Appeals or by a court of competent jurisdiction, within the time fixed herein. The application of a penalty under the general penalty clause for the municipal code shall not be held to prevent the enforced removal of prohibited conditions.

Sec. 12-201. - Fire districts described.

The fire districts of the city are hereby described as follows:

That area bounded on the west by Jackson Street, on the east by Daisy Street, on the south by Second South Street and on the north by Third North Street.

Note— The significance of the fire district is that Appendix D of the 2018 International Building Code, applicable to the city through title 12 of this Code, imposes certain construction, modification and other requirements peculiar to buildings located within the fire district, and prohibits hazardous (Group H) occupancies within the fire district. Chapter 3, Section 307 of the 2012 International Building Code defines hazardous (Group H) occupancy in both general and specific terms, but generally it refers to occupancies involving highly combustible, flammable or explosive materials.

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

Passed on first reading the 2nd day of March, 2021.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 16th day of March, 2021.

Mayor

ATTEST:

City Administrator

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 12 (FIRE AND CONSTRUCTION CODES) OF
THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that: the text of Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(1) is hereby amended to adopt the International Building Code, 2018 edition, as prepared by the International Code Council and includes the following appendixes and modifications:

1. Appendixes:
 - a. Appendix B
 - b. Appendix C
 - c. Appendix F and
 - d. Appendix I

2. Modifications

Amend Section 105.1 by adding the following:

Exception: Any work to be completed which will alter or change any structural component must be completed by a licensed contractor.

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

Passed on first reading the 2nd day of March, 2021.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 16th day of March, 2021.

Mayor

ATTEST:

City Administrator

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 12 (FIRE AND CONSTRUCTION CODES) OF
THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that: the text of Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(2) is hereby amended to adopt the International Residential Code, 2018 edition, as prepared by the International Code Council with the following appendixes and modifications:

1. Appendixes:
 - a. Appendix E
 - b. Appendix F as “Radon control methods as optional or required by the Building Official”
 - c. Appendix G
 - d. Appendix H and
 - e. Appendix J
2. Modifications:
 - a. Section R313 Automatic fire Sprinkler Systems is not mandatory, pursuant to T.C.A. 68-120-101[A][8]. Optional
 - b. Chapters 34-43 relating to electrical installations are deleted and electrical standards adopted in 0780-02-01 Electrical Installations shall apply.
 - c. Section R314.6 Power Source relating to Smoke Alarms is amended to create exception 3 that shall read:
 - d. Exception 3. Interconnection and hardwiring of smoke alarms in existing areas shall not be required where the alterations or repairs do not result in the removal of interior walls or ceiling finishes exposing the structure.
 - e. Section N1102.4.1.2 {R402.4.2} Testing is replaced with section N1102.4.2.1 Testing option and section N1102.4.2.2 Visual Inspection from 2009 IRC.
 - f. Section N1103.3.3 {R403.3.3} Duct Testing [Mandatory] and section N1103.3.4 {R403.3.4} Duct Leakage {Prescriptive} are optional.
 - g. Table N1102.1.2 {R402.1.2} Insulation and Fenestration Requirement by Component and table N1102.1.4 {R402.1.4} Equivalent U-Factors from 2018 IRC are replaced with table N1102.1 Insulation and Fenestration Requirements by Component and table N1102.1.2 Equivalent U-Factor from 2009 IRC.
 - h. Section N1102.4.4 {R402.4.4} Rooms Containing Fuel-Burning Appliances is deleted in its entirety.
 - i. Table N1102.1 Insulation and Fenestration Requirements by Component in the 2009 edition is adopted and amended by adding the following as footnote “I” : “ Log walls

complying with ICC 400 and with a minimum average wall thickness of 5” or greater shall be permitted in Zone 3 when a Fenestration U-Factor of .50 or lower is used, a Skylight U-Factor of .65 or lower is used, a Glazed Fenestration SHGC of .30 or lower is used, a 90 AFUE Furnace is used, an 85 AFUE Boiler is used, and a 9.0 HSPF Heat Pump { Heating} and 15 SEER {Cooling} are used.”

- j. Table N1102.1 Insulation and Fenestration Requirements by Component in the 2009 edition is adopted and amended by adding the following as footnote "M" " Log walls complying with ICC 400 and with a minimum average wall thickness of 5” or greater shall be permitted in Zone 4 when a Fenestration U-Factor of .35 or lower is used, a Skylight U-Factor of .60 or lower is used, a 90 AFUE Furnace is used an 85 AFUE Boiler is used, and a 9.0 HSPF Heat Pump {heating} and 15 Seer {cooling} are used.”

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

Passed on first reading the 2nd day of March, 2021.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 16th day of March, 2021.

Mayor

ATTEST:

City Administrator

ORDINANCE NO. 3671

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 12 (FIRE AND CONSTRUCTION CODES) OF
THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that: the text of Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(3) is hereby amended to adopt the International Existing Building Code, 2018 edition, as prepared by the International Code Council.

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

Passed on first reading the 2nd day of March, 2021.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 16th day of March, 2021.

Mayor

ATTEST:

City Administrator

ORDINANCE NO. 3672

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 12 (FIRE AND CONSTRUCTION CODES) OF
THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that: the text of Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(4) is hereby amended to adopt the International Plumbing Code, 2018 edition, as prepared by the International Code Council.

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

Passed on first reading the 2nd day of March, 2021.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 16th day of March, 2021.

Mayor

ATTEST:

City Administrator

ORDINANCE NO. 3673

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 12 (FIRE AND CONSTRUCTION CODES) OF
THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that: the text of Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(5) is hereby amended to adopt the International Mechanical Code, 2018 edition, as prepared by the International Code Council.

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

Passed on first reading the 2nd day of March, 2021.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 16th day of March, 2021.

Mayor

ATTEST:

City Administrator

ORDINANCE NO. 3674

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 12 (FIRE AND CONSTRUCTION CODES) OF
THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that: the text of Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(6) is hereby amended to adopt the International Fuel Gas Code, 2018 edition, as prepared by the International Code Council.

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

Passed on first reading the 2nd day of March, 2021.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 16th day of March, 2021.

Mayor

ATTEST:

City Administrator

ORDINANCE NO. 3675

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 12 (FIRE AND CONSTRUCTION CODES) OF
THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that: the text of Title 12 (Fire and Construction Codes), Chapter 1, Section 12-301(7) is hereby amended to adopt the International Property Maintenance Code, 2018 edition as prepared by the International Code Council.

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

Passed on first reading the 2nd day of March, 2021.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 16th day of March, 2021.

Mayor

ATTEST:

City Administrator

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 12 (FIRE AND CONSTRUCTION CODES) OF
THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that: the text of Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(9) is hereby amended to adopt the International Energy Conservation Code, 2018 edition, as prepared by the International Code Council with the following modifications:

1. Modifications:

- a. Section R402.4.1.2 Testing is deleted and replaced with Section 402.4.2.1 Testing Option and Section 402.4.2.2 Visual Inspection Option from 2009 IECC.
- b. Section R403.3.3 Duct Testing {Mandatory} and Section R403.3.4 Duct Leakage {Prescriptive} are optional.
- c. Table 402.1.2 Insulation and Fenestration Requirements by Component and table R402.1.4 U-Factors are deleted and replaced with Table 402.1.1 Insulation and Fenestration Requirements by Component and Table 402.1.3 Equivalent U-Factors 2009 IECC.

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

Passed on first reading the 2nd day of March, 2021.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 16th day of March, 2021.

Mayor

ATTEST:

City Administrator

ORDINANCE NO. 3677

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 12 (FIRE AND CONSTRUCTION CODES) OF
THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that: the text of Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(10) is hereby amended to adopt the International Swimming Pool and Spa Code, 2018 edition, as prepared by the International Code Council.

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

Passed on first reading the 2nd day of March, 2021.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 16th day of March, 2021.

Mayor

ATTEST:

City Administrator

RESOLUTION NO. 19-21

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Morristown, Tennessee that the Morristown Utility Commission is hereby directed to pay the following amounts of tax equivalents to the respective taxing jurisdictions for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

Jurisdiction	Amount
City of Morristown	\$1,569,204.76 (77.5%)
Hamblen County	<u>\$ 455,575.58 (22.5%)</u>
Total In-Lieu Tax Payable	<u>\$2,024,780.34</u>

ADOPTED THIS THE 16th DAY OF MARCH 2021.

MAYOR

ATTEST:

CITY ADMINISTRATOR

MORRISTOWN UTILITIES COMMISSION

433 W. 1st North St.

P.O. Box 667

Morristown, Tennessee 37814

Phone: (423) 586-4121 Fax: (423) 587-6590

www.musfiber.net

January 28, 2021

Mr. Tony Cox
City of Morristown Administrator
P. O. Box 1499
Morristown, TN 37815

Dear Sir,

Please let this letter serve as a request to place the enclosed resolution regarding tax equivalent payments for fiscal 2021 on the next available City Council meeting agenda. Copies of the resolution passed January 28, 2021, by the Utility Board of Commissioners as well as a proposed resolution for the City are enclosed.

The tax equivalent amounts for the upcoming year are based on fiscal 2020 revenues and plant additions. The formulas and methods of calculation are those set forth by the State of Tennessee. TVA auditors have audited all calculations.

If there are any questions, feel free to contact me at the numbers listed on the letterhead.

Sincerely,

Clark Rucker
Assistant General Manager

RESOLUTION 2021-01-04

**DIRECTING PAYMENT OF TAX EQUIVALENT
ELECTRIC**

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by The Morristown Utility Commission that the Morristown Utility Commission hereby agrees to pay the following amounts of tax equivalents to the respective taxing jurisdictions for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Jurisdiction	Amount
City of Morristown	\$1,569,204.76 (77.5%)
Hamblen County	<u>\$ 455,575.58</u> (22.5%)
Total In-Lieu Tax Payable	<u>\$2,024,780.34</u>

PASSED this 28 day of January, 2021


George B. McGuffin, Chairman


Rod Isaacs, Secretary

RESOLUTION NO. 20-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRISTOWN,
TENNESSEE DIRECTING PAYMENT OF WASTEEATER TAX EQUIVALENT.**

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Morristown, Tennessee that the Morristown Utility Commission is hereby directed to pay the following amounts of tax equivalents to the respective taxing jurisdictions for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

Jurisdiction	Amount
City of Morristown	\$807,879.55

ADOPTED THIS THE 16th DAY OF MARCH 2021.

MAYOR

ATTEST:

CITY ADMINISTRATOR

MORRISTOWN UTILITIES COMMISSION

433 W. 1st North St.

P.O. Box 667

Morristown, Tennessee 37814

Phone: (423) 586-4121 Fax: (423) 587-6590

www.musfiber.net

January 28, 2021

Mr. Tony Cox
City of Morristown Administrator
P. O. Box 1499
Morristown, TN 37815

Dear Sir,

Please let this letter serve as a request to place the enclosed resolution regarding wastewater tax equivalent payments for fiscal 2021 on the next available City Council meeting agenda. Copies of the resolution passed January 28, 2021 by the Utility Board of Commissioners as well as a proposed resolution for the City are enclosed.

The tax equivalent amounts for the upcoming year are based on fiscal 2020 plant assets. The formulas and methods of calculation are those set forth by the State of Tennessee.

If there are any questions, feel free to contact me at the numbers listed on the letterhead.

Sincerely,

Clark Rucker
Assistant General Manager

RESOLUTION 2021-02-01

**DIRECTING PAYMENT OF TAX EQUIVALENT
WASTEWATER**

BE IT RESOLVED by The Morristown Utility Commission that the Morristown Utility Commission hereby agrees to pay the following amount of wastewater tax equivalents to the City of Morristown for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

FY 2021 In-Lieu Tax Payable

\$ 807,879.55

PASSED this 25th day of February, 2021.

George McGuffin by permission
Rod Isaacs
George B. McGuffin, Chairman

Rod Isaacs
Rod Isaacs, Secretary

RESOLUTION NO. 21-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRISTOWN, TN
APPROVING THE CIVIL SERVICE BOARD’S AMENDMENTS TO ITS PUBLIC
SAFETY AND STANDARDS FOR PROMOTION (Orange) BOOK.**

WHEREAS, the Civil Service Act of the City of Morristown requires that the City Council for the City of Morristown approve any and all amendments made to the Public Safety Qualifications and Standards for Promotion (Orange Book); and

WHEREAS, the Civil Service Board for the City of Morristown is requesting approval of amendments to its Public Safety Qualifications and Standards for Promotion (Orange Book); and

WHEREAS, at its’ March 2021 meeting the Civil Service Board unanimously approved the recommended amendments to the Orange Books.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Morristown, TN that the following amendments to the Orange Books as defined above are hereby adopted:

SECTION 1: ORANGE BOOK – Public Safety Qualifications and Standards for Promotion:

- I. *Changes apply to Fire Department only. Replace Section 3-C, page 15 with points for Seniority assigned as follows:*

00 – 05 years	10 Points
06 –10 years	20 points
11 – 15 years	40 points
16 – 20 years	60 points
21 – 25 years	80 points
26 years & up	100 points

SECTION 2: This resolution shall become effective upon passage, the public welfare requiring it.

PASSED ON THIS THE 16TH DAY OF MARCH 2021.

MAYOR

ATTEST:

CITY ADMINISTRATOR

City of Morristown

Incorporated 1855

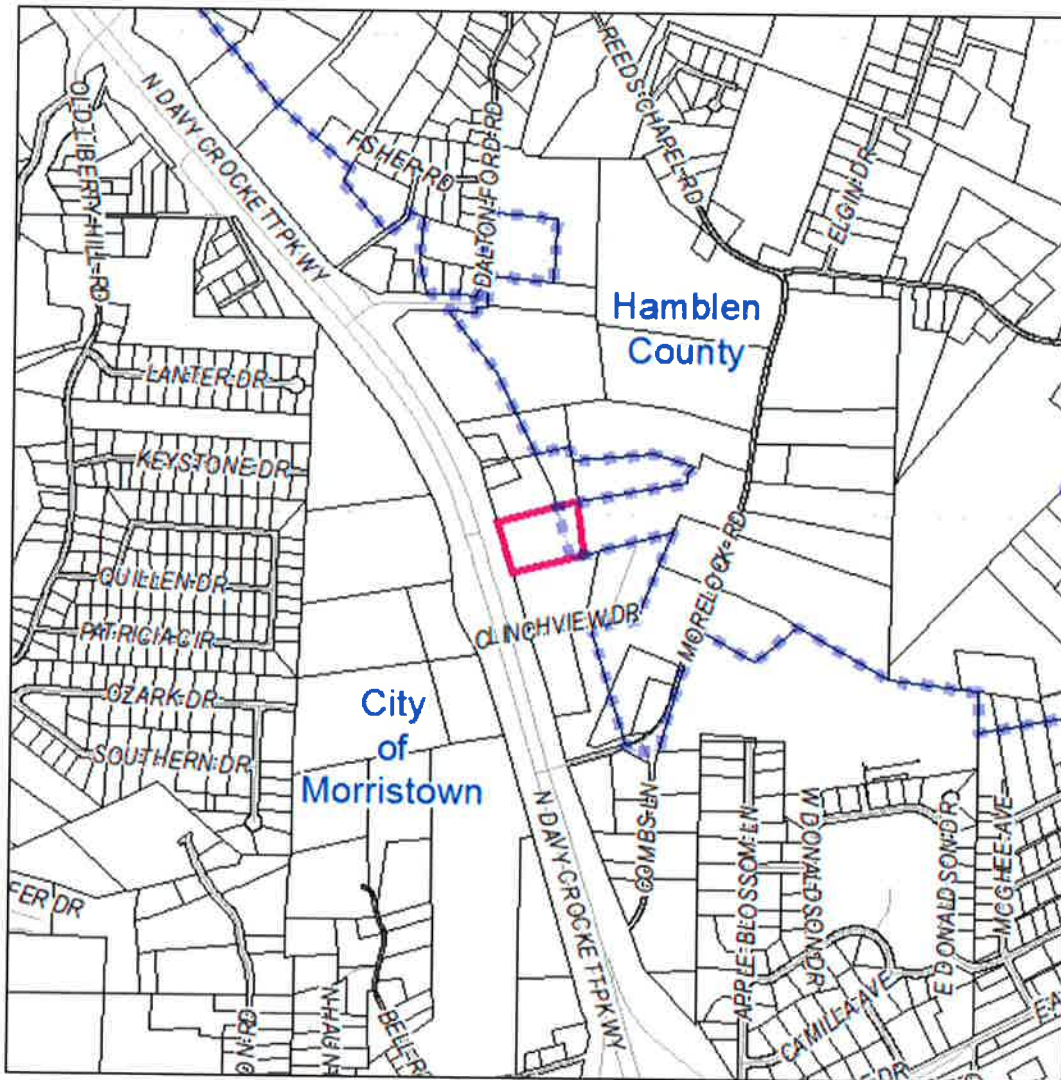
DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: City Council
FROM: Lori Matthews, Senior Planner
DATE: March 16th, 2021
REQUEST: Annexation Request

SUBMITTAL:

Mr. Roger Porter, representing RCCP, LP, is requesting the City annex in full, their property located along North Davy Crockett Parkway, adjacent to Spring Creek Apartments. The 3.5 acre parcel was only partially assumed with the corridor annexation in 1995, roughly $\frac{3}{4}$ of an acre being left outside the City limits.



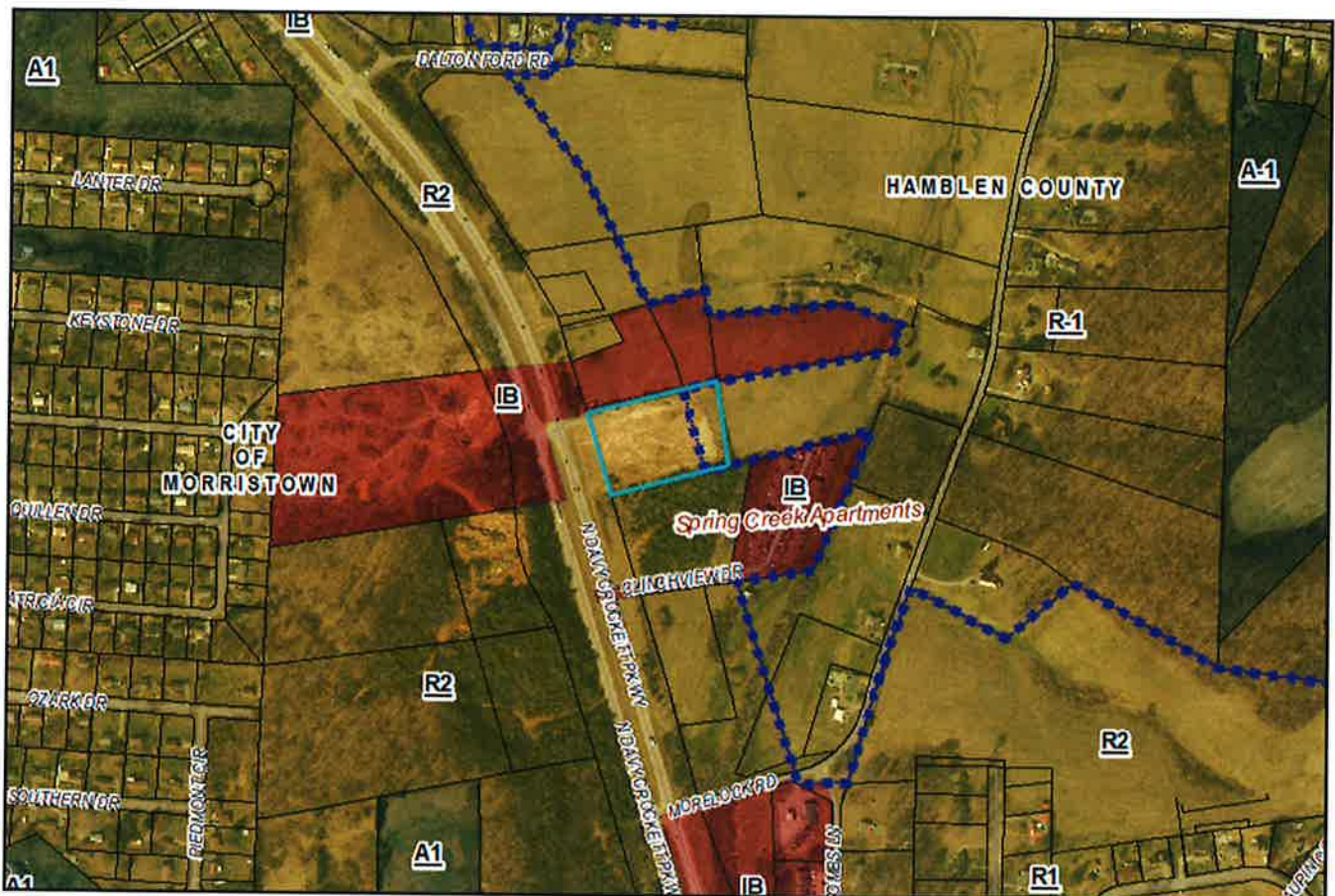
Currently, that portion of property inside the City is zoned R-2 (Medium Density Residential). The remainder which is not inside the City is zoned R-1 (Single Family Residential) by Hamblen County. If left as is, development of this property would become a chore to both property owner and tax accessor.

As the applicant is wishing to develop the property into a retail business, he has requested the subject property be brought into the City with IB (Intermediate Zoning), should the annexation be granted. The applicant has submitted a request to be heard concurrently, to rezone the property (currently inside the City) from R-2 to IB.

[Return to Agenda](#)

In short, should the annexation be granted, and the rezoning request be approved, the entire parcel of land would then be commercially zoned, as are the properties across the highway and those which adjoin to the north.

The Plan of Services attached indicates Morristown Utilities will service the site with electric, water and sanitary sewer. Sanitary sewer will be brought from the east (along Spring Creek) with water service is available along the highway.



RECOMMENDATION:

This annexation request was heard before the Morristown Regional Planning Commission on March 9th 2021; where they voted unanimously to forward the request on to City Council for approval.

1995 Annexation boundary shown as highlighted



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

*Annexation of a portion of Hamblen County Tax Parcel ID #025 15915 000, and as
shown on the attached Exhibit A;*

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

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

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

(1) PURSUANT to authority conferred by Section 6-51:102 of the Tennessee Code Annotated, there is hereby annexed to the City of Morristown Tennessee and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries:

Being that parcel as shown by the attached Exhibit A ; and being that portion of property as highlighted below;

BEGINNING at an iron pin in the eastern right of way boundary of Davy Crockett Parkway. Said point of beginning located .40 miles, more or less, from the intersection of Morelock Road and Davy Crockett Parkway. Thence North 12 deg. 57 min. 360 sec. West 320 feet to an iron pin, corner to remaining lands of Grantor. Thence severance line north 82 deg. 11 min. 52 sec. East 503.95 feet to an iron pin; thence South 2 deg. 9 min. 36 sec. East 320 feet to an iron pin, corner to George Price property; thence with the northern severance line of Price, South 82 deg. 09 min. 54 sec. West 443.73 feet to an iron pine in the eastern right of way boundary of Davy Crockett Parkway, the point of BEGINNING.

(2) IB (Intermediate Business) zoning shall be applied upon adoption of the annexation area.

(3) This Ordinance shall become operative thirty days after its passage or as otherwise provided for in Chapter 113, Public Acts of Tennessee, 1955.

(4) This Ordinance shall become effective from and after its passage, the public welfare requiring it.

Passed on first reading the 16th day of March 2021.

Mayor

ATTEST:

City Administrator

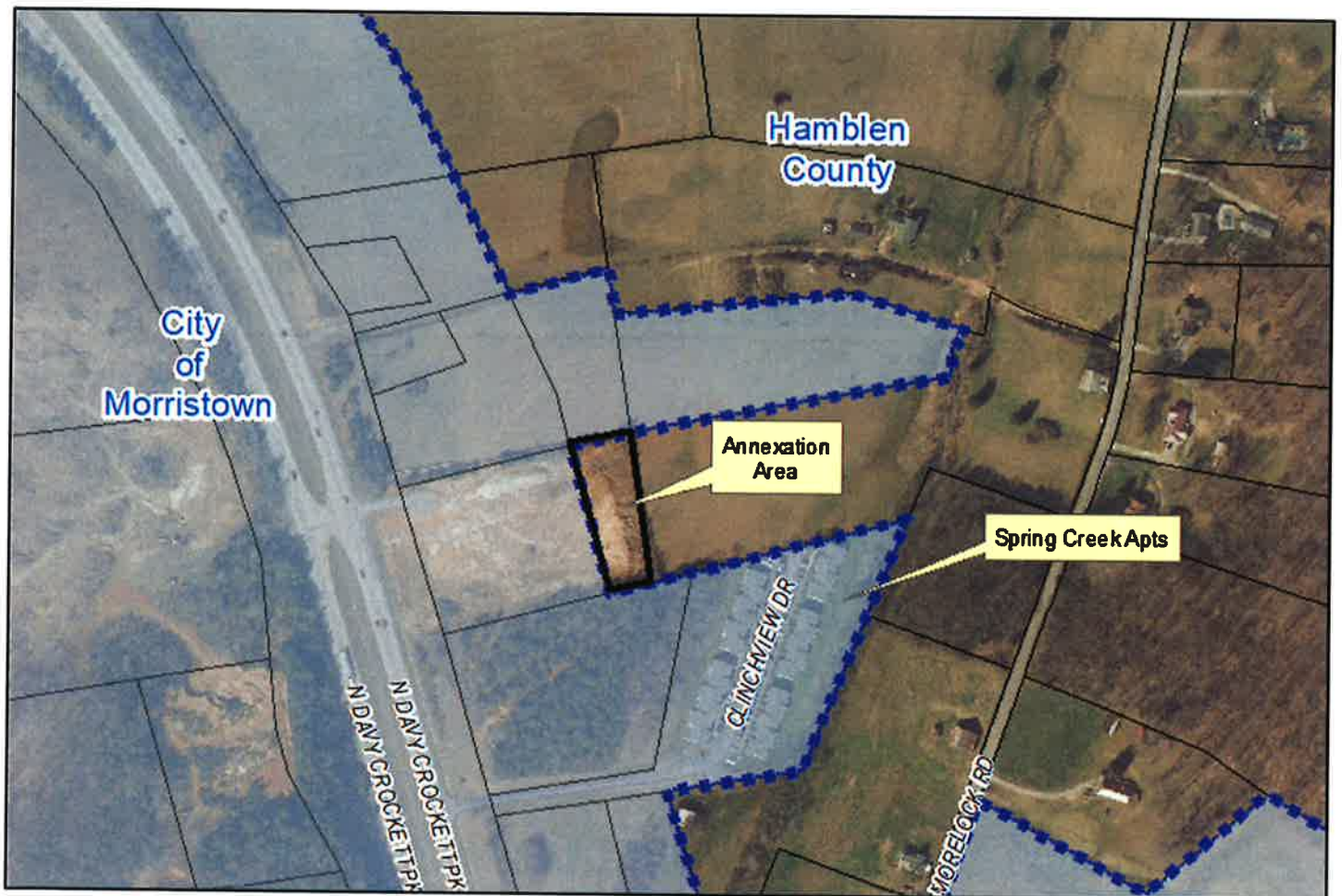
Passed on second and final reading the 6th day of April 2021.

Mayor

ATTEST:

City Administrator

Exhibit A:



**PLAN OF SERVICES
RESOLUTION NO. _____**

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:

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

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

Property identified as that section of the below described parcel highlighted in yellow and shown at the attachment Exhibit A;

BEGINNING at an iron pin in the eastern right of way boundary of Davy Crockett Parkway. Said point of beginning located .40 miles, more or less, from the intersection of Morelock Road and Davy Crockett Parkway. Thence North 12 deg. 57 min. 360 sec. West 320 feet to an iron pin, corner to remaining lands of Grantor. Thence severance line north 82 deg. 11 min. 52 sec. East 503.95 feet to an iron pin; thence South 2 deg. 9 min. 36 sec. East 320 feet to an iron pin, corner to George Price property; thence with the northern severance line of Price, South 82 deg. 09 min. 54 sec. West 443.73 feet to an iron pine in the eastern right of way boundary of Davy Crockett Parkway, the point of BEGINNING.

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

Police Protection

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

Fire Protection

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

Water Service

Morristown Utilities will extend service to properties within its jurisdiction in accordance with the regulations and extension policies of Morristown Utilities.

Sanitary Sewer Service

Morristown Utilities will extend service to properties within its jurisdiction in accordance with the regulations and extension policies of Morristown Utilities.

Electrical Service

Electrical service for domestic, commercial and industrial use will be provided at city rates for new lines as extended in accordance with current policies of Morristown Utility. In those parts of the annexed

area presently served by another utility cooperative, the above conditions or terms will begin with the acquisition by the city of such cooperatives or parts thereof, which may be delayed by negotiations and/or litigation.

Refuse Collection

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

Streets

Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under current policies of the city. Traffic signals, traffic signs, street markings and other traffic control devices will be installed as the need therefore is established by appropriate study and traffic standards. Street name signs where needed will be installed as new street construction requires.

Inspection Services

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

Planning and Zoning

The planning and zoning jurisdiction of the city will apply to the annexed area in conjunction with the effective date of annexation.

Street Lighting

Street lights will be installed in accordance to City policies.

Recreation

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

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

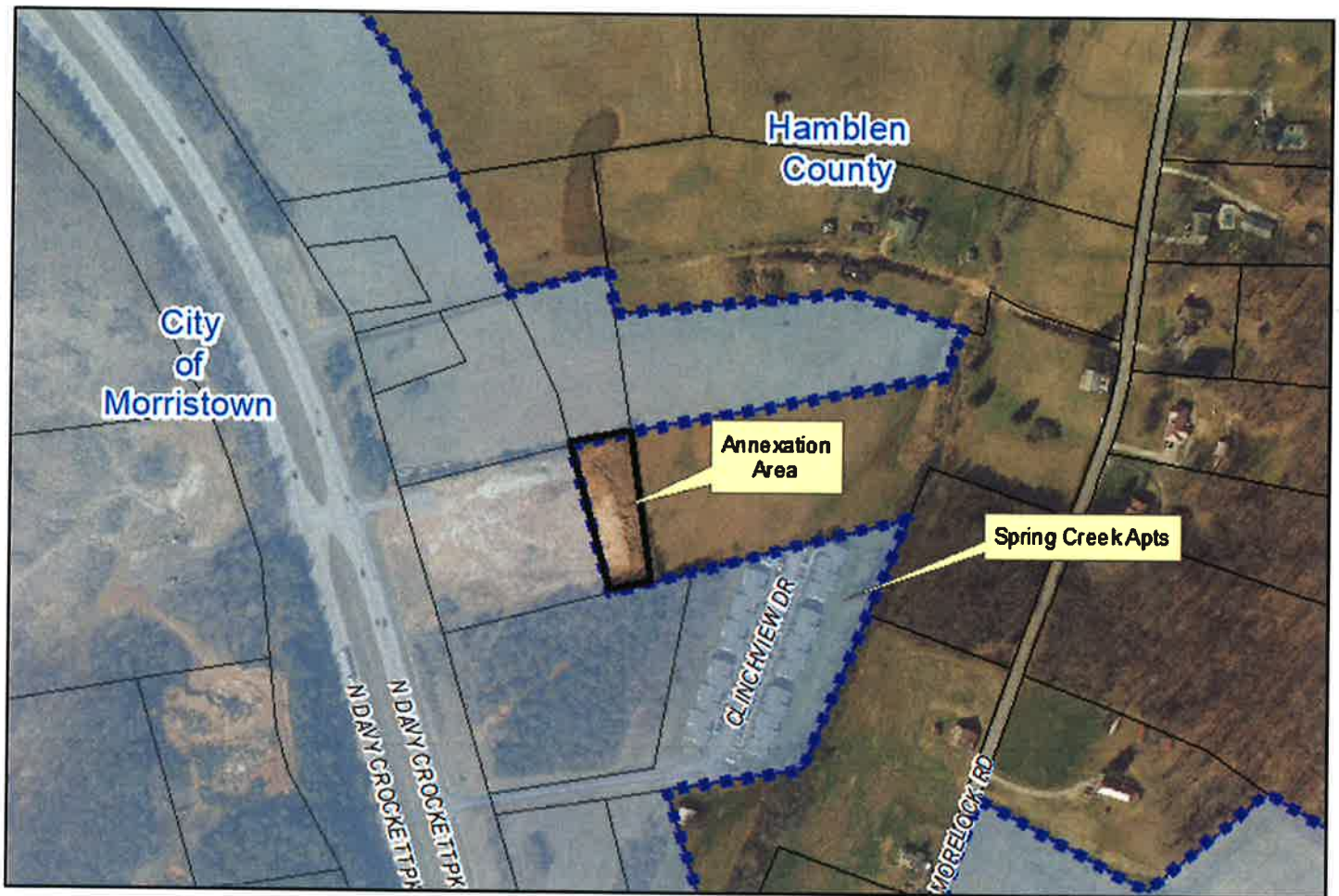
Passed on this _____ of _____, 2021.

Mayor

ATTEST:

City Administrator

Exhibit A:



City of Morristown

Incorporated 1855-

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



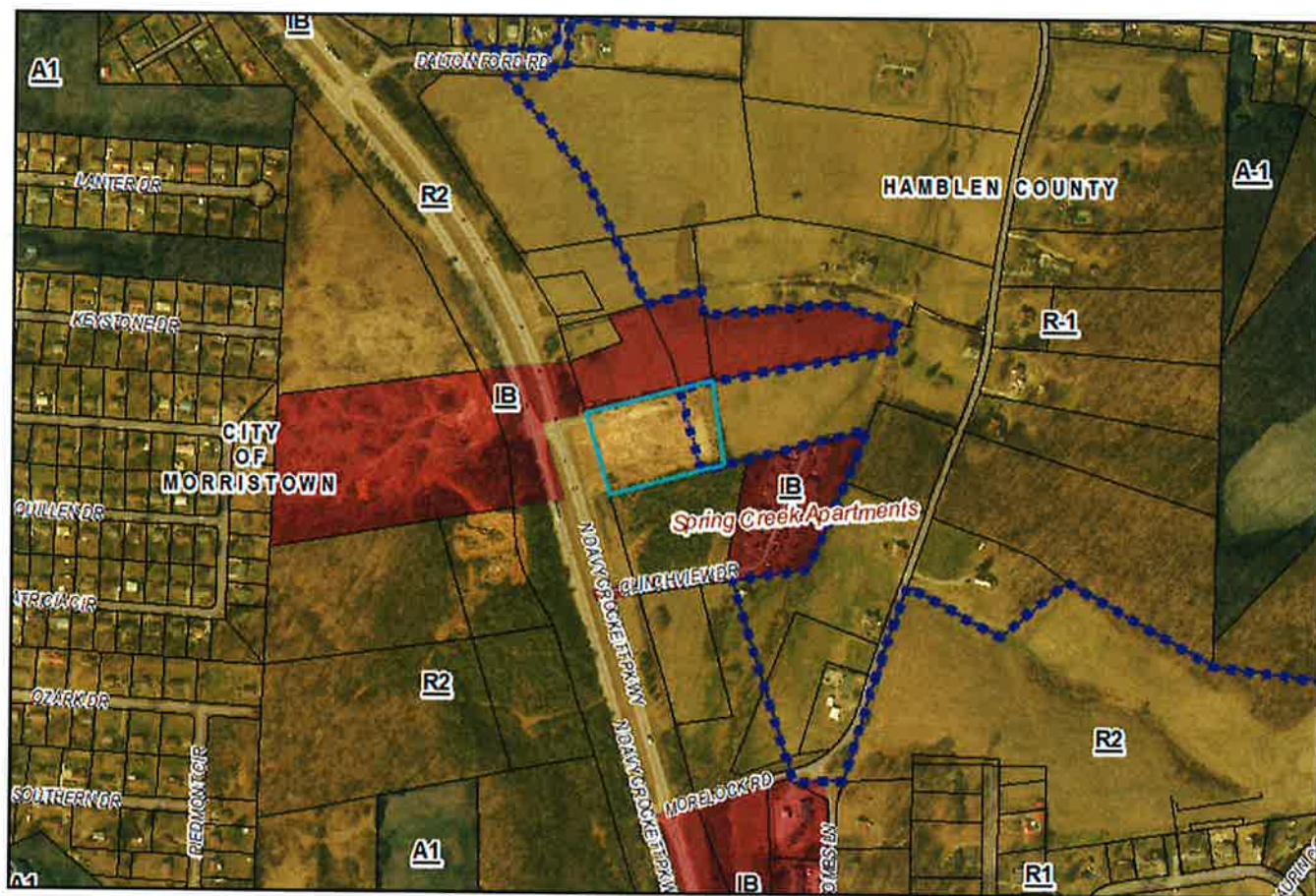
TO: City Council
FROM: Lori Matthews, Senior Planner
DATE: March 16th 2021
REQUEST: Rezoning Request

SUBMITTAL:

Property owner RCCP, LP is requesting their property, located along North Davy Crockett Highway, be rezoned from R-2 (Medium Density Residential) to IB (Intermediate Business). Currently vacant, the owners have plans to develop the property at a future date.

This property was brought into the City of Morristown in 1995, as part of a corridor annexation. Although located off of a major thoroughfare, much of the property adjacent to the site has remained as large undeveloped tracts of land. Adjoining to the north is property rezoned to Intermediate Business, as is the large parcel across the highway. Spring Creek Apartments (built early 1990's) is also zoned Intermediate Business.

As the only access to the property will be from 25E, and adjoining properties are compatibly zoned, Staff is in favor of this request.



RECOMMENDATION:

This rezoning request was heard before the Morristown Regional Planning Commission on March 9th 2021; where upon they voted to forward the request on to City Council for approval.

[Return to Agenda](#)

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

{Rezoning of Hamblen County Tennessee Tax Parcel ID # 025 15915 000 from R2 (Medium Density Residential District) to IB (Intermediate Business District), the general location being shown on the attached exhibit A.}

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from R2 (Medium Density Residential District) to IB (Intermediate Business District);

BEING all of Hamblen County Tax Parcel ID # 025 15915 000 as shown by the 2021 Hamblen County CAMA data, more particularly described below:

BEGINNING at an iron pin in the eastern right of way boundary of Davy Crockett Parkway. Said point of beginning located .40 miles, more or less, from the intersection of Morelock Road and Davy Crockett Parkway. Thence North 12 deg. 57 min. 360 sec. West 320 feet to an iron pin, corner to remaining lands of Grantor. Thence severance line north 82 deg. 11 min. 52 sec. East 503.95 feet to an iron pin; thence South 2 deg. 9 min. 36 sec. East 320 feet to an iron pin, corner to George Price property; thence with the northern severance line of Price, South 82 deg. 09 min. 54 sec. West 443.73 feet to an iron pine in the eastern right of way boundary of Davy Crockett Parkway, the point of BEGINNING.

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

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

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

Passed on first reading the 16th day of March 2021.

Mayor

ATTEST:

City Administrator

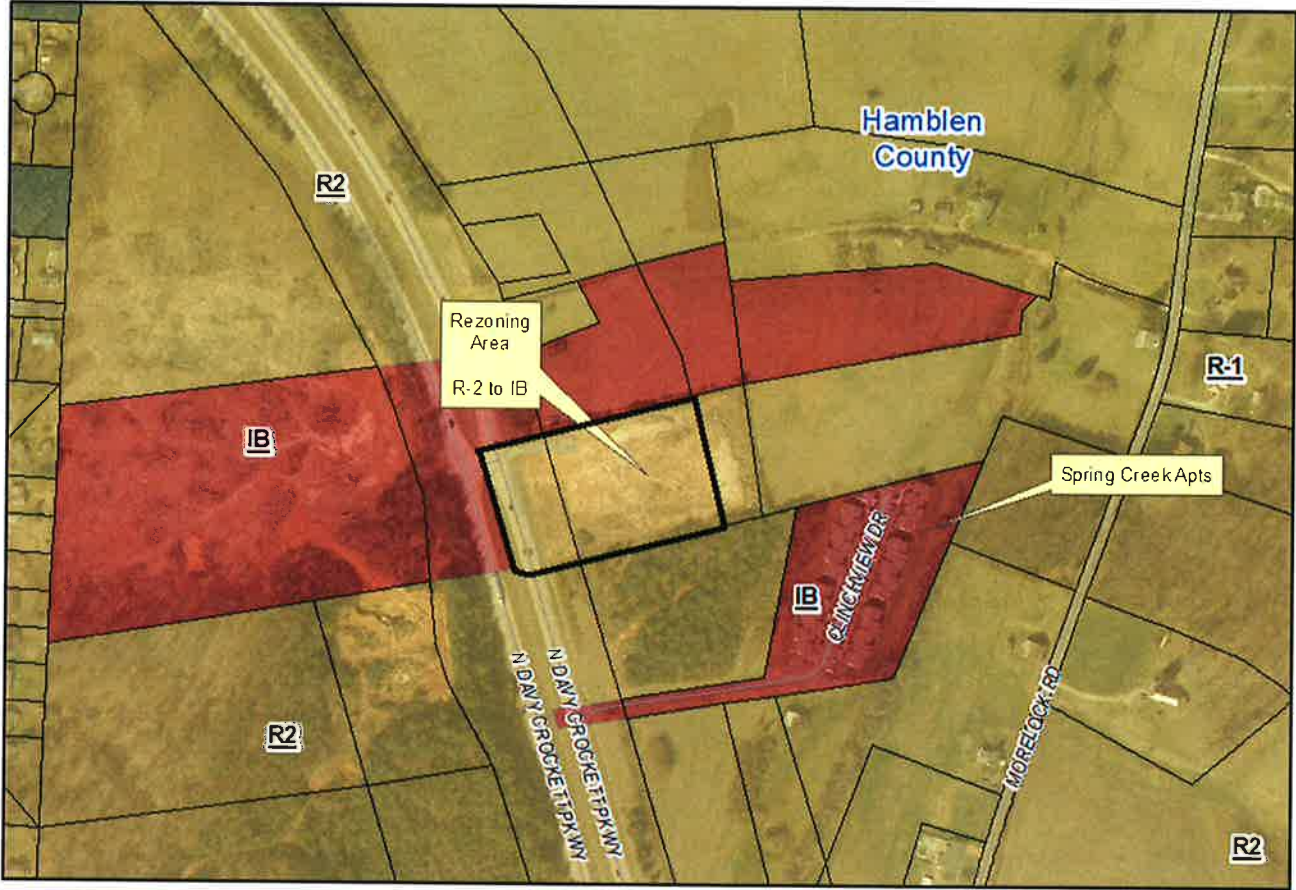
Passed on second and final reading the 6th day of April 2021.

Mayor

ATTEST:

City Administrator

Exhibit A:



City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: City Council
FROM: Lori Matthews, Senior Planner
DATE: March 16th 2021
REQUEST: Rezoning Request

SUBMITTAL:

Property owner Consolidated Storage, LLC has requested that a portion of their property, 1907 Davis Street, be rezoned from LI (Light Industrial) to R-2 (Medium Density Residential). The property(s) involved are located at the corner of Davis Street and East Converse Street. The applicant wishes to rezone approximately 2 acres of the property to R-2 (Medium Density Residential) in order to build single family housing. (*this request is one of two items before City Council which need to be reviewed concurrently)

The 10 acre site, was once home to Magnavox, Anchor Brush and Team Technology. The main warehouse still exists on site and is being renovated by the property owner (new roof, new paint job). This rezoning request is for that portion of property which faces East Converse Street, which will include abandoning some unused rights-of-way.

As shown on the graphic below, the predominant use of land in this area of the City is indeed residential, albeit, many homes are still zoned for industrial use, not for residential use. Staff has reached out to more than a dozen property owners, asking if they wish to have their property rezoned. Most residents are unaware of the fact, that, should the use of their house be relinquished, i.e. by fire damage, becomes inhabitable, etc., the house may not be rebuilt while the property is still zoned Light industrial.

Infill of residential housing seems to have caught on in a few areas of Morristown. Some vacant properties have opened up for redevelopment, with the help of our Building Official, Mr. Greg Ellison. The City has been able to demolish several dozen houses which were not only inhabitable, but were bringing down surrounding property values. Contractors have been able to purchase these vacant properties to build *new* housing.

RECOMMENDATION –

This rezoning request was heard before the Morristown Regional Planning Commission on March 9th 2021, where upon it was voted to forward the request on to City Council for approval.



Requested Rezoning Area shown in pink above (approximately 108,600 square feet)

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

{Rezoning of Hamblen County Tennessee Tax Parcel ID # 033D G 00100 000 from LI (Light Industrial) to R-2 (Medium Density Residential), the general location being shown on the attached exhibit A.}

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

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

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

BEING all of Lots 1 through 11, 2.073 total acres, as shown on the subdivision plat entitled Eagle Ridge, which is recorded in the Hamblen County Register of Deeds office located within the Hamblen County Courthouse;

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used for Medium Density Residential District (R-2) uses exclusively.

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

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

Passed on first reading the 16th day of March 2021.

Mayor

ATTEST:

City Administrator

Mayor

City Administrator

LOT DIMENSIONS AND AREAS:

Lot	Area (Acres)	Dimensions
1	0.111 AC ±	80.00' x 140.50' FT ±
2	0.121 AC ±	85.00' x 140.50' FT ±
3	0.121 AC ±	85.00' x 140.50' FT ±
4	0.121 AC ±	85.00' x 140.50' FT ±
5	0.121 AC ±	85.00' x 140.50' FT ±
6	0.121 AC ±	85.00' x 140.50' FT ±
7	0.121 AC ±	85.00' x 140.50' FT ±
8	0.121 AC ±	85.00' x 140.50' FT ±
9	0.121 AC ±	85.00' x 140.50' FT ±
10	0.121 AC ±	85.00' x 140.50' FT ±
11	0.101 AC ±	115.00' x 140.50' FT ±

TRACT AREAS:

- LOTS 1-11: 2.073 ACRES ±
- TRACT 1-R: 2.912 ACRES ±
- TRACT 2-R: 7.443 ACRES ±
- TRACT 3-R: 1.897 ACRES ±

STORM EASEMENT TABLE:

LINE	BEARING	DISTANCE
S1	N 33°48'46" E	10.00'
S2	N 33°48'46" E	31.38'
S3	S 12°13'00" W	22.97'
S4	N 33°48'46" E	10.00'

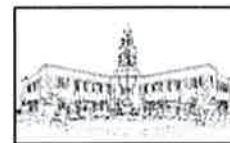
CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	TANGENT
C1	25.00'	39.27'	55.56'	N 78°46'46" E	25.00'

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING

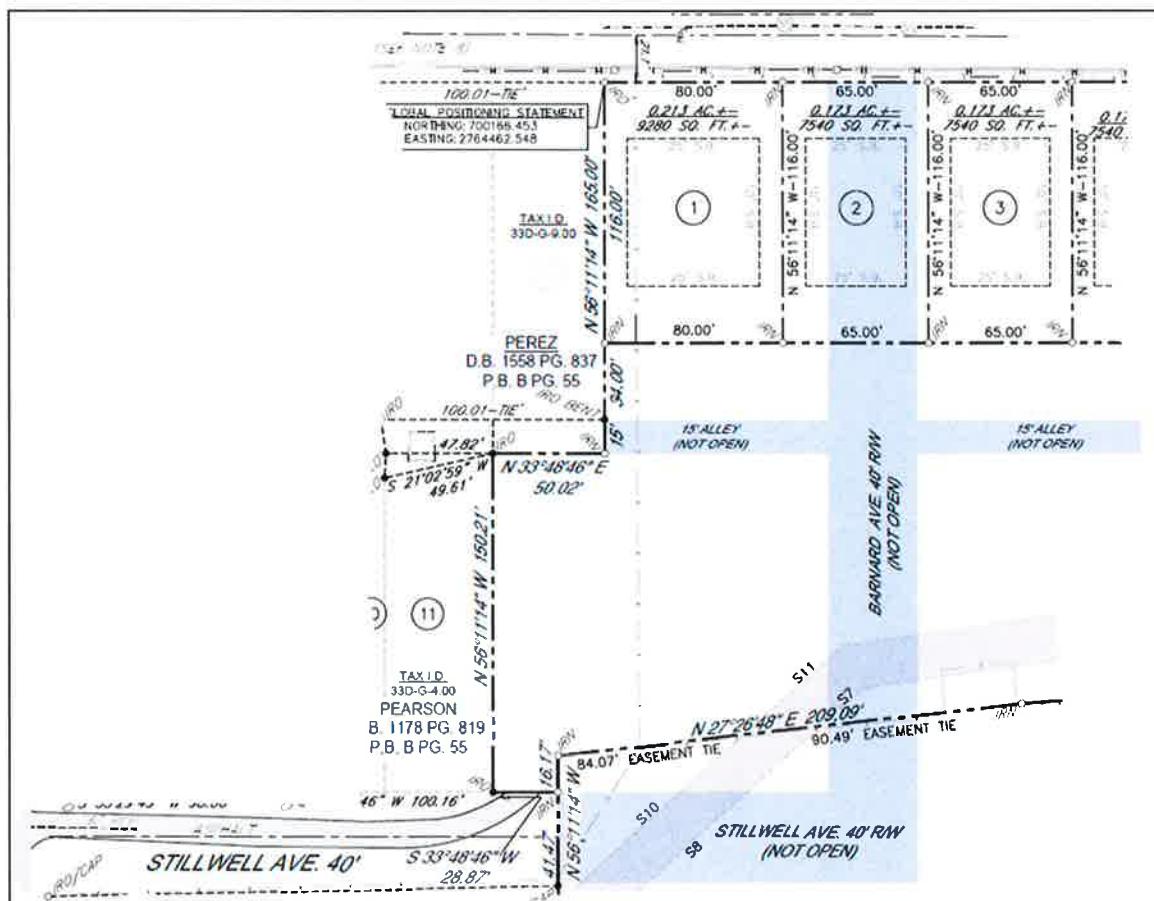


TO: Morristown City Council
 FROM: Lori Matthews, Senior Planner
 DATE: March 16th 2021
 REQUEST: Rights-of-Way Abandonment Request

SUBMITTAL:

Property owner Consolidated Storage, LLC., has submitted a request to abandon a portion of Stillwell Avenue, and abandon in full Barnard Avenue. Barnard Avenue, a 40 foot undeveloped right-of-way, is located entirely within Hamblen County Tax Parcel ID # 033D G 001.00. That portion of Stillwell Drive to be abandoned, also a 40 foot right-of-way, will start at its intersection with Barnard Drive, and end at the southwest property line of Hamblen County Tax Parcel ID # 033D G 005.00. Stillwell Avenue was only partially developed and resembles more of a driveway than an actual street. (*this request is one of two items before the City Council which need to be reviewed concurrently)

All utilities and the City Public Works Department have been notified and are good with this request.



RECOMMENDATION:

This vacating request was heard before the Morristown Regional Planning Commission on March 9th 2021, where upon it was voted to forward the request on to City Council for approval.

ORDINANCE NO. _____

ENTITLED AN ORDINANCE TO CLOSE AND VACATE CERTAIN RIGHTS-OF-WAYS WITHIN THE CITY OF MORRISTOWN

{Barnard Avenue, a portion of Stillwell Avenue, and Unimproved Alleyway}

Section I. WHEREAS, the City Council of the City of Morristown has the power to, when expedient, close, vacate and abandon rights-of-way within the municipality; and

WHEREAS, the following action is deemed to be in the best interest of the municipality;

NOW THEREFORE:

Section II. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN that the following right-of-ways are hereby closed, vacated and abandoned:

Barnard Avenue from beginning to end, which is from East Converse Street to its intersection with Stillwell Avenue;

Stillwell Avenue from its intersection with Barnard Avenue and extending along the southeast property line of Hamblen County Tax Parcel ID # 033D G 00500 000

Unimproved Alleyway approximately 200 feet, running between Stillwell Avenue and Converse Street

Section III. BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Section IV. BE IT FURTHER ORDAINED that this ordinance takes effect from and after its passage, the public welfare requiring it.

Passed on first reading the 16th day of March 2021.

Mayor

ATTEST:

City Administrator

Passed on second and final reading this the 6th day of April 2021.

Mayor

ATTEST:

Exhibit A:
(Area to be abandoned shown in blue)




The City of Morristown

Community Development & Planning



TO: Morristown City Council

FROM: Josh Cole, Planner 

DATE: March 16th, 2021

SUBJECT: Dearing Road Rezoning: HI to R3

BACKGROUND:

This is a request from the property owners to rezone a parcel located at the northeast intersection of Dearing Road and Highway 160 from Heavy Industrial (HI) to High Density Residential (R3).

This parcel is 12.79 acres in size and is currently vacant but has recently been used as a spoils site. If the rezoning is approved, the owners have stated that they will seek to create a single-family residential subdivision. It has Highway 160 to the south, Performance Food Service to the west, a single-family residential unit and a cemetery to the north, and single-family residential units and Living Promise Lutheran Church to the east across Dearing Road.

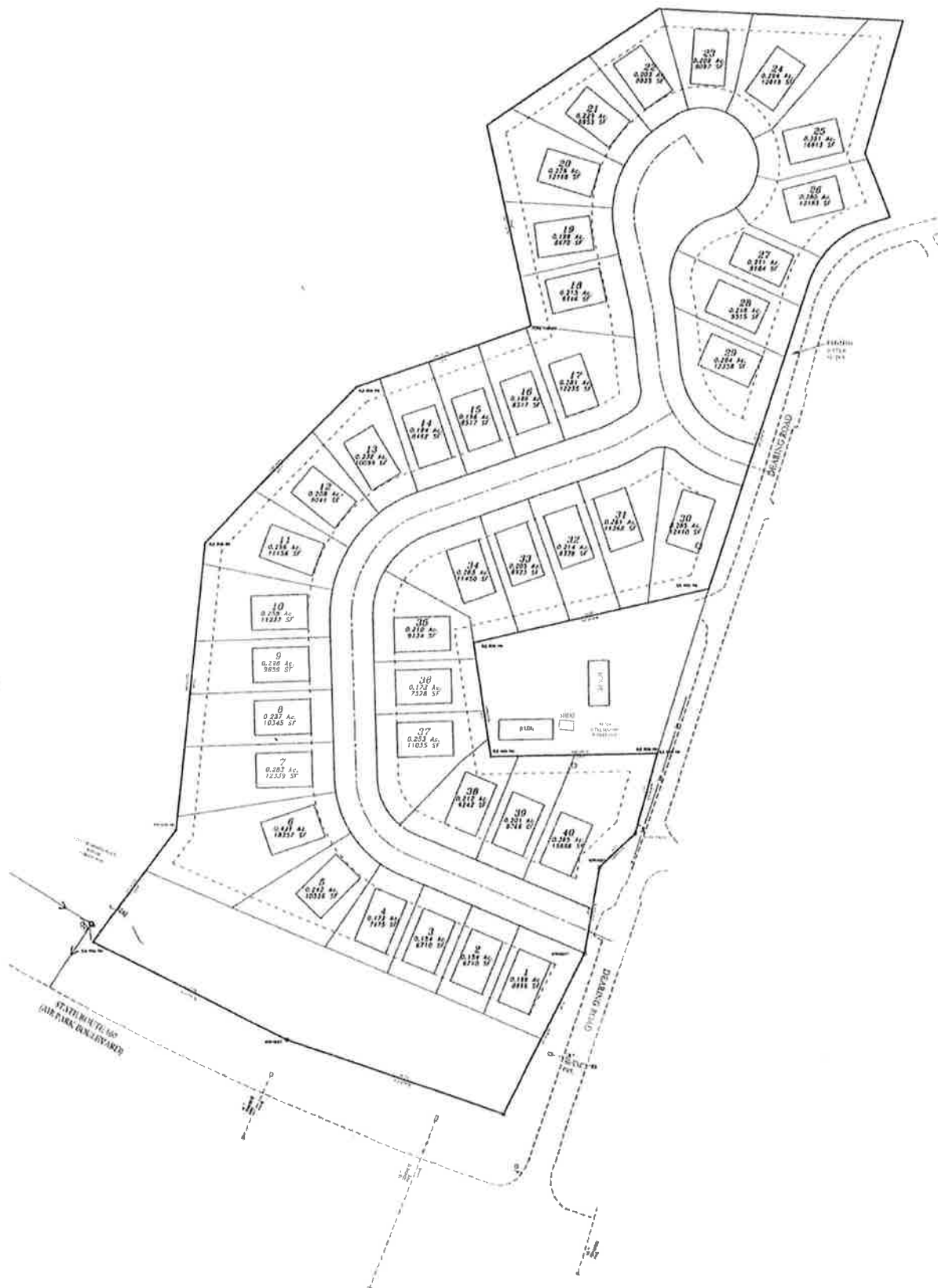


Prior to any development on this site, the developer will have to submit a plan that meets all city requirements.

It should also be noted that staff has reached out to the owner of the property that is to the east and surrounded by the subject property of this request but have yet to hear anything from the owner.

RECOMMENDATION:

Staff believes that rezoning this property to a residential district will provide the opportunity for residential development within the city limits. Additionally, most of the properties along road and to the north contain residential units. Thus, staff recommends approval of this request and Planning Commission voted in support of this request by an 8-0 vote at their March 9th meeting.



ORDINANCE NO. _____,
ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B.
{Rezoning of Hamblen County Tennessee Tax Parcel ID # 032048 04301, from HI (Heavy Industrial District) to R3 (High Density Residential District), the general location being shown on the attached exhibit A.}

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from HI (Heavy Industrial District) to R3 (High Density Residential District);

BEGINNING at a monument at the intersection of Highway 160 and Dearing Road, thence with the right-of-way of Highway 160 N 72 deg. 12 min. 20 sec. W 267.23 feet to a monument; thence N 64 deg. 27 min. 15 sec. W 252.54 feet to an old iron pin in the corner of Morristown Tennessee Statutory Trust (RB 971/579); thence N 35 deg. 39 min. 38 sec. E 161.041 feet to an old iron pin; thence N 03 deg. 46 min. 09 sec. E 337.91 feet to an old iron pin; thence N 44 deg. 50 min. 13 sec E 254.73 feet to an old iron pin; thence N 70 deg. 15 min. 35 sec. E 218.01 feet to a fence corner; thence N 13 deg. 26 min. 15 sec. W 239.62 feet to an old iron pin; thence N 55 deg. 14 min. 58 sec. E 243.69 feet to an old iron pin in the line of Harvey (WD 310/509), thence S. 87 deg. 40 min. 54 sec. E 289.10 feet to a fence corner, corner to Alpha Cemetery; thence S 15 deg. 41 min. 26 sec. W 162.84 feet to a fence corner; thence S 22 deg. 27 min. 00 sec. E 80.13 feet to a new iron pin in the western right-of-way of Dearing Road; thence S 72 deg. 58 min. 00 sec. W 24.28 feet; thence with a curve to the left having a length of 106.49 feet, a radius of 110.00 feet, and an I of 55 deg. 28 min. 00 sec; thence S 17 deg. 29 min. 45 sec. W 371.48 feet to an old iron pin corner to Mease (RB 971/581 and WD 118/263); thence S 76 deg. 40 min 26 sec W 283.64 feet to an old iron pin; thence S 09 deg. 46 min. 53 sec. E 134.18 feet to an old iron pin; thence N 88 deg. 20 min. 00 sec. E 195.20 feet to an old iron pin in the western right of way of Dearing Road; thence S 14 deg. 16 min. 04 sec. W 95.99 feet to a monument; thence S 45 deg. 33 min. 05 sec. W 56.52 feet to a monument; thence S 09 deg. 33 min. 00 sec. W 101.87 feet to a monument; thence S 26 deg. 21 min. 46 sec. W 205.36 feet to the point of BEGINNING, containing 12.7931 acres according to survey of William H. Shockley, TRLS No. 973, dated November 12, 2007.

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used for High Density Residential District (R3) uses exclusively.

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

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

Passed on first reading the 16th day of March 2021.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 6th day of April 2021.

Mayor

ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning



TO: Morristown City Council

FROM: Josh Cole, Planner

DATE: March 16th, 2021

SUBJECT: Text Amendment
Chapter 33: Landscape, Buffers, and Screening

BACKGROUND:

As City Council may be aware, staff has been working the past few years on updating the zoning ordinance. The city's horticulturist, Mike Cupp, recently delved into Chapter 33 "Landscape, Buffers, and Screening" to assist in updating this chapter.

After a thorough review, the major change being proposed is updating the recommended species of trees, shrubs, and ground covers (Section 14-3307). Staff is proposing to amend some of the recommendations of the current list based on disease, plant availability, being non-native, and change of species. Additionally, staff is proposing adding trees to this list. The updated list is one that will help the community by having trees and other landscape that native to our region, not subject to disease, and will provide a diversity of trees.

Other minor changes include providing a correct definition of caliper (Section 14-3302), removing plastic and adding pine as components of the definition of mulch (Section 14-3302), and adjusting the minimum tree height at planting to match the minimum caliper required in evergreen trees (Section 14-3303.B.3).

RECOMMENDATION:


Staff believes that the proposed changes to Chapter 33 will help benefit the community and developers as they prepare their landscape plans. Eliminating landscape that are prone to disease and non-native will increase the likelihood of them surviving into maturity and lessen the need to continuously replant landscape. Planning Commission recommended approval by an 8-0 vote at their March 9th meeting.

The City of Morristown

Community Development & Planning



TO: Morristown City Council

FROM: Josh Cole, Planner 

DATE: March 16th, 2021

SUBJECT: Text Amendment
Chapter 33: Landscape, Buffers, and Screening

Proposed Changes:

Section-14-3302. Definitions

~~*Caliper:* A horticultural method of measuring the diameter of the trunk of a nursery-grown tree for the purpose of determining size. The caliper of the trunk is measured six inches above the ground for trees up to and including four inches in diameter and 12 inches above the ground for trees greater than four inches in diameter.~~

Standard professional practices dictate that trees are measured in this same fashion. The steps are as follows:

- 1) Take any form of tape measure around the trunk of a tree (the tree's circumference), approximately four and a half feet above the ground. This is also known as the dbh (diameter at base height).
- 2) Then take the measurement of tree and divide it by 3.1415 (Pi). The resulting number will be the diameter of the tree trunk, also known as the caliper inch

Mulch: A layer of seasoned wood chips, dry leaves, straw, hay, ~~pine plastic~~, or other materials placed on the surface of the soil around plants to retain moisture, prevent the growth of weeds, and to hold the soil in place or aid plant growth. Also see "Ground Cover".

14-3303. GENERAL REQUIREMENTS

B. Planting Standards

- c. Evergreen trees shall be a minimum of six feet in height and a minimum of ~~two inches~~ **one-half inches** in caliper at the time of planting.

14-3307. SPECIES RECOMMENDATIONS

A. **Canopy Trees** (*min. expected maturity height of 35 feet*)

<u>Common Name</u>	<u>Scientific Name</u>	<u>Mature</u>
American/Basswood Linden	<i>Tilia Americana</i>	35'-50'/20'-30'
Black Locust*	<i>Robinia Pseudoacacia</i>	35'-70'/25'-35'
Chestnut Oak	<i>Quercus Prinus</i>	60'-70'/60'-70'
Chinkapin Oak	<i>Quercus Muehlenbergii</i>	40'-50'/50'-60'

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English Oak	<i>Quercus robur</i>	40'-60'/30'
European Hornbeam	<i>Carpinus betulus</i> and cultivars	40'/40'
Ginkgo (Maidenhair Tree)	<i>Ginkgo biloba</i> (male)	50'-60'/25'-40'
Golden Rain tree	<i>Koeleruteria paniculata</i>	20'-35'/25'-40'
Green Ash*	<i>Fraxinus pennsylvanica</i>	50'-60'/25'-30'
Hedge Maple	<i>Acer campestre</i>	70'/30'
Honey Locust*	<i>Gleditsia triacanthus</i>	35'-70'/25'-35'
Katsura Tree	<i>Cercidophyllum japonicum</i>	40'/40'
Lacebark Elm	<i>Ulmus parvifolia</i>	40'-60'/25'-40'
Little Leaf Linden	<i>Tilia cordata</i>	35'-50'/20'-30'
Nuttall Oak	<i>Quercus Nuttalli</i>	40'-60'/35'-50'
Pin Oak	<i>Quercus palustris</i>	50'-80'/25'-40'
Post Oak	<i>Quercus Stellata</i>	40'-50'/35'-50'
Red Maple*	<i>Acer rubrum</i> and cultivars	60'/40'
River Birch*	<i>Betula nigra</i>	50'-90'/40'-60'
Sawtooth Oak	<i>Quercus acutissima</i>	35'-45'/35'-45'
Silver Linden	<i>Tilia tomentosa</i>	40'-50'/20'-30'
Southern Magnolia	<i>Magnolia grandiflora</i> 'Carolina'	80'/40'-60'
Sugar Maple	<i>Acer Saccharum</i>	60'-75'/40'-50'
Yellow Wood*	<i>Cladrastis kentukea</i>	35'-50'/20'-25'
Yellow Tulip Poplar	<i>Liriodendron Tulipifera</i>	70'-90'/40'
Yoshino Cherry	<i>Prunus x. yedoensis</i>	40'/30'

B. Understory Shade Trees (max. expected maturity height of 25 feet)

<u>Common Name</u>	<u>Scientific Name</u>	<u>Mature</u>
	<u>Height/Spread</u>	
Alder	<i>Alnus</i>	
American Smoke Tree*	<i>Cotinus obovatus</i>	20'-30'/20'-30'
Amur Maple	<i>Acer tataricum ginnala</i>	20'-25'/20'-25'
Eastern Redbud*	<i>Cercis canadensis</i>	25'/25'
English Hawthorn	<i>Crataegus laevigata</i>	15'-25'/15'-20'
Fringe Tree	<i>Chionanthus Virginicus</i>	12'-20'/12'-20'
Flowering Cherry	<i>Prunus 'Okame'</i>	25'/20'
Flowering Dogwood*	<i>Cornus florida</i> and cultivars	20'-25'/20'-25'
Japanese Crapemyrtle	<i>Lagerstroemia fauriei</i>	25'/25'
Kousa Dogwood	<i>Cornus kousa</i> and cultivars	20'/20'
Mountain Maple	<i>Acer Spicatum</i>	10'-25'/10'-25'
Paperbark Maple	<i>Acer griseum</i>	25'/15'-25'
Serviceberry (Juneberry)*	<i>Amelanchier arborea</i>	20'/20'
Sourwood	<i>Oxydendron Aboreum</i>	25'-30'/20'
Sweetbay Magnolia	<i>Magnolia virginiana</i>	10'-20'/10'-20'

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Trident Maple	<i>Acer buergerianum</i>	20'-25'/20'-25'
Winter King (Green) Hawthorn*	<i>Crataegus viridis</i> 'Winter King'	25'-30'/25'-30'

C. Evergreen Trees for Screening

American Holly	<i>Ilex opaca</i>	40'-50'/20'-40'
Atlas Cedar	<i>Cedrus atlantica</i>	60'/30'
Canadian Hemlock	<i>Tsuga Canadensis</i>	40'-70'/20'-35'
Carolina Hemlock	<i>Tsuga caroliniana</i>	40'-70'/20'-35'
Colorado Blue Spruce	<i>Picea pungens</i>	30'-60'/10'-20'
Cryptomeria	<i>Cryptomeria Japonica</i>	30'-40'/15'-20'
Eastern Red Cedar	<i>Juniperus virginiana</i>	40'-50'/15'-30'
Emerald Green	<i>Thuja Occidentalis</i>	10-15'/3'-4'
Foster Holly	<i>Ilex attenuata</i> 'Fosteri'	12'-30'/6'-15'
Green Giant Arborvitae	<i>Thuja Standishii X plicata</i>	50'-60'/12'-20'
Japanese Spartan	<i>Juniperus Chinensis</i>	15'-20'/4'-5'
Leyland Cypress	<i>Cupressocyparis</i>	60'-70'/8'-15'
Little Gem Magnolia	<i>Magnolia grandiflora</i> 'Little Gem'	20'-25'/8'-12'
Loblolly Pine	<i>Pinus taeda</i>	50'-90'/30'-40'
Nellie R. Stevens Holly	<i>Ilex Cornuta Nelly R. Stephens</i>	15'-20'/10'-15'
Virginiana Pine	<i>Pinus virginiana</i>	45'-55'/30'-40'
White Fir/Concolor	<i>Abies concolor</i>	35'-50'/20'
White Pine	<i>Pinus strobus</i>	50'-80'/20'-40'

D. Shrubs for Foundation Plantings and Screening

Burford Holly	<i>Ilex cornuta</i> 'Burfordii'
Carolina Cherry Laurel	<i>Prunus caroliniana</i>
China Girl Holly	<i>Ilex X Meserveae</i>
Compacta Holly	<i>Ilex Compact</i>
English Holly	<i>Ilex aquifolium</i>
English Laurel	<i>Prunus laurocerasus</i>
Japanese Boxwood	<i>Buxus microphylla japonica</i>
Japanese Yew	<i>Taxus cuspidate</i>
Leatherleaf Viburnum	<i>Viburnum rhytidophyllum</i>
Nellie R. Stevens Holly	<i>Ilex cornuta</i> 'Nellie R. Stevens'
Nandina	<i>Nandina domestica</i>
Otto Luyken Cherry Laurel	<i>Prinus Laurocerasus</i>
Skip Cherry Laurel	<i>Prinus Laurocerasus Schipkaensis</i>
Silverberry	<i>Elaeagnus pungens</i>

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E. Ground Covers

Blueridge St. Johnswort	<i>Hypericum buckleyi</i>
Blue Fescue	<i>Festuca Ovina Glauca</i>
Blue Rug Juniper	<i>Juniperus Horizontalis</i>
Carpet Bugleweed	<i>Ajuga Reptan</i>
Creeping Juniper	<i>Juniperus horizontalis</i>
Evergreen Candytuft	<i>Iberis sempervirens</i>
English Ivy	<i>Hedera Helix</i>
Juniperus Procumbens	<i>Juniperus Procumbens</i>
Monkey Grass	<i>Liriope</i>
Pachysandra	<i>Pachysandra</i>
Periwinkle	<i>Vinca minor</i>
Wintercreeper euonymus	<i>Euonymus fortune</i>

Trees on current list are removed based on disease, plant availability, and change of species. Non-native to native tree species.

Trees to consider adding:

A. Canopy Trees (min. expected maturity height of 35 feet)

Common Name	Scientific Name	Mature
Chinkapin Oak	Quercus Muehlenbergii	
Nuttall Oak	Quercus Nuttalli	
Chestnut Oak	Quercus Prinus	
Post Oak	Quercus Stellata	
Sugar Maple	Acer Saccharum	
Yellow Tulip Poplar	Liriodendron Tulipifera	

B. Understory Trees

Common Name	Scientific Name	Mature
Mountain Maple	Acer Spicatum	
Alder	Alnus	
Sourwood	Oxydendron Arboreum	
Fringetree	Chionanthus Virginicus	

C. Evergreen Trees for Screening

Common Name	Scientific Name	Mature
Nellie Stevens Holly	Ilex Cornuta Nrsh	
Japanese Spartan	Juniperus Chinensis Spartan	
Green Giant Arborvitae	Thjua Standishii X plicata	
Cryptomeria	Cryptomeria Japonica	
Emerald Green	Thuja Occidentalis 'Emerald Green'	
Little Gem Magnolia		
White Fir/Concolor		
Needle Pointe Holly		

D. Shrubs for Foundation Plantings

Common Name	Scientific Name	Mature
Otto Luyken Cherry Laurel	Prunus Laurocerasus	
Skip Cherry Laurel	Prunus Laurocerasus Schipkaensis	
China Girl Holly	Ilex X Meserveae	
Compacta Holly	Ilex Compacta	

E. Ground Covers

Common Name	Scientific Name	Mature
Blue Rug Juniper	Juniperus Horizontalis	
Pachysandra	Pachysandra	
Juniperus Procumbens	Juniperus Procumbens	
Blue Fescue	Festuca Ovina Glauca	
Carpet Bugleweed	Ajuga Reptans	

The following menu of Tennessee native trees have potential for use in urban forestry and landscape designs. Most are well-described in popular books, gardening encyclopedias and floral manuals. Because of Tennessee's diverse topography and climate, not all of the listed trees will be suitable to all areas of the state. For more information regarding native plants, ask your local garden center, county Extension office or forester.

Large Trees

Botanical Name	Common Name	Botanical Name	Common Name
<i>Acer rubrum</i>	Red Maple	<i>Platanus occidentalis</i>	Sycamore
<i>Acer saccharinum</i>	Silver Maple	<i>Prunus serotina</i>	Black Cherry
<i>Acer saccharum</i>	Sugar Maple	<i>Quercus alba</i>	White Oak
<i>Aesculus</i> spp.	Buckeye	<i>Q. coccinea</i>	Scarlet Oak
<i>Betula nigra</i>	River Birch	<i>Q. falcata</i>	Southern Red Oak
<i>Carya illinoensis</i>	Pecan	<i>Q. lyrata</i>	Overcup Oak
<i>Carya</i> spp.	Hickories	<i>Q. macrocarpa</i>	Bur Oak
<i>Catalpa speciosa</i>	Northern Catalpa	<i>Q. michauxii</i>	Swamp Chestnut Oak
<i>Celtis occidentalis</i>	Hackberry	<i>Q. muehlenbergii</i>	Chinkapin Oak
<i>Diospyros virginiana</i>	Persimmon	<i>Q. nigra</i>	Water Oak
<i>Fagus grandifolia</i>	American Beech	<i>Q. nuttalli</i>	Nuttall Oak
<i>Fraxinus americana</i>	White Ash	<i>Q. pagoda</i>	Cherrybark Oak
<i>Fraxinus pennsylvanica</i>	Green Ash	<i>Q. phellos</i>	Willow Oak
<i>Gymnocladus dioica</i>	Kentucky Coffeetree	<i>Q. prinus</i>	Chestnut Oak
<i>Halesia carolina</i>	Silverbell	<i>Q. rubra</i>	Northern Red Oak
<i>Juglans nigra</i>	Black Walnut	<i>Q. shumardii</i>	Shumard Oak
<i>Juniperus virginiana</i>	Eastern Red-Cedar	<i>Q. stellata</i>	Post Oak
<i>Liquidambar styraciflua</i>	Sweetgum	<i>Q. velutina</i>	Black Oak
<i>Liriodendron tulipifera</i>	Yellow-Poplar	<i>Robinia pseudoacacia</i>	Black Locust
<i>Magnolia acuminata</i>	Cucumbertree	<i>Sassafras albidum</i>	Sassafras
<i>Nyssa sylvatica</i>	Blackgum	<i>Taxodium distichum</i>	Baldcypress
<i>Pinus echinata</i>	Shortleaf Pine	<i>Tilia americana</i>	American Linden
<i>Pinus strobus</i>	Eastern White Pine		
<i>Pinus taeda</i>	Loblolly Pine		


Small Trees

Botanical Name	Common Name	Botanical Name	Common Name
<i>Acer pensylvanicum</i>	Striped Maple	<i>Cornus florida</i>	Dogwood
<i>Acer spicatum</i>	Mountain Maple	<i>Cotinus obovatus</i>	Smoke tree
<i>Aesculus pavia</i>	Red Buckeye	<i>Crateagus</i> spp.	Hawthorn
<i>Alnus serrulata</i>	Alder	<i>Hamelis virginiana</i>	Witch Hazel
<i>Amelanchier arborea</i>	Serviceberry	<i>Ilex opaca</i>	American Holly
<i>Amorpha fruticosa</i>	False Indigo	<i>Magnolia virginiana</i>	Sweetbay
<i>Aralia spinosa</i>	Devil's Walking Stick	<i>Ostrya virginiana</i>	Hophornbeam
<i>Asimina triloba</i>	Pawpaw	<i>Oxydendron arboreum</i>	Sourwood
<i>Bumelia lycioides</i>	Duckthorn Bumelia	<i>Rhamnus caroliniana</i>	Carolina Buckthorn
<i>Carpinus caroliniana</i>	Hornbeam	<i>Rhus copallina</i>	Shining Sumac
<i>Castanea pumila</i>	Allegheny Chinkapin	<i>Rhus glabra</i>	Smooth Sumac
<i>Cercis canadensis</i>	Redbud	<i>Rhus typhina</i>	Staghorn Sumac
<i>Chionanthus virginicus</i>	Fringetree	<i>Syrax</i> spp.	Snowbell
<i>Cladrastis lutea</i>	Yellowwood	<i>Symplocos tinctoria</i>	Sweetleaf

Appreciation is expressed to Robin Young for design of this publication.

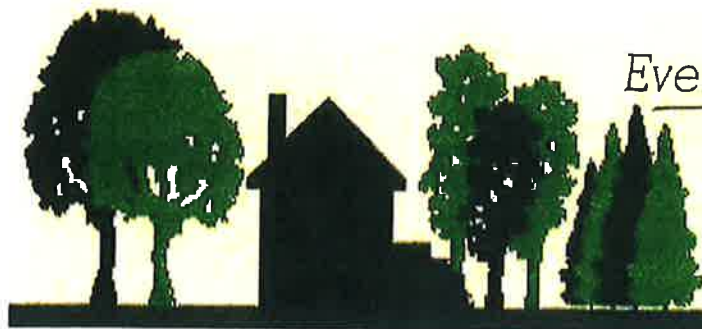
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Evergreen Trees for Screens and Hedges in the Landscape

*Donna C. Fare
Assistant Professor
Ornamental Horticulture
& Landscape Design*

*Wayne K. Clatterbuck
Assistant Professor
Forestry, Wildlife
& Fisheries*

Screens and hedges are a popular way to create privacy or hide an undesirable view. They can be anything from a section of a fence to individually designed panels, brick walls or a wall of green plant material. Plantings are usually a less expensive way to create privacy than a fence or wall. Screens or hedges also offer additional advantages to many landscapes other than privacy. For example, they can frame a terrace or provide a backdrop to a herbaceous garden or other garden features.

Screens are loosely defined as evergreen, with dependable growth habits which mature at about shoulder height. Evergreen plants with low-branching habits and dense foliage are most effective for screening and providing the most privacy, especially in winter. In neighborhoods with small lots, interplanting with evergreens and deciduous plants offers a more interesting landscape than a single row of evergreen trees and shrubs.

Choose plants carefully, paying particular attention to ease of maintenance and the desired effect. For a formal look, plants must be clipped, which is time-consuming and an often-repeated task. An informal, more natural appearance can be obtained with less maintenance using evergreen and deciduous plants. These plants can also provide other desirable landscape qualities such as flowering, showy fruit, fall leaf color and a variety of canopy forms. Also, consider the mature size of the plants compared to the areas in the landscape. In an area where space is limited, like a side yard, use narrow or fastigate (upright) tree forms. These will provide the necessary height needed for screening, but will not overpower the width of the area.

A mixture of plants such as small flowering trees, evergreen trees and shrubs creates great eye appeal and will ensure against a total loss if there is a disease or insect problem with one of the species. If fast-growing plants



Leyland Cypress is a fast-growing evergreen plant for a screen or hedge.



Hollies, Dwarf Burford and Nellie R. Stevens, are effective for screening with their low-branching habits and dense foliage.

(i.e. Lombardy poplar, white pine) are used for an instant screen, be aware that many are weak-wooded and short-lived. An interplanting of longer-lived species (i.e. holly, arborvitae) will fill in the vacant spots when the fast growing plants die or are removed.

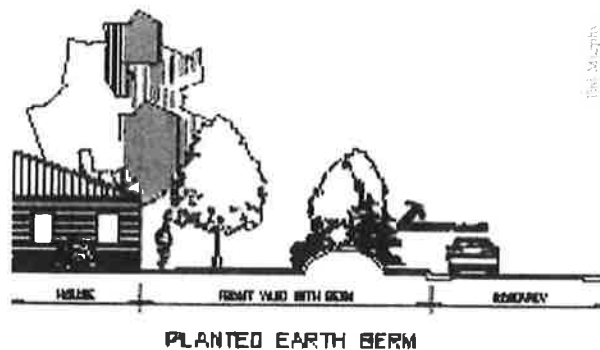
To reduce noise

Screens and hedges also provide noise reduction, especially in urban areas where noise is easily refracted from hard surfaces like pavements or buildings. Plants are better at absorbing high-frequency sounds, which are most bothersome to human ears, than they are at absorbing low-frequency sounds. Noise is measured in decibels (on a logarithm scale) and is best reduced when plants are placed in two or three rows. For instance, 2 feet of plant width can decrease the decibel level by four, while increasing the plant width with two or three plants can lower the noise level more than seven decibels. Some examples of noise levels: people talking measures about 30-60 decibels, large trucks average 60-80 decibels and jet airplanes create more than 120 decibels.

Low-growing plants, like shrubs, should be planted adjacent to the noise, with larger, taller plants immediately behind them. A third row can be a selection of highly desirable shrubs that will face toward the living area or garden. These plants should provide showy flowers, good fall color or attractive bark. Evergreen plants are the best choice,

due to their dense branching habit and year-around noise protection.

An excellent approach to noise reduction is to develop an earthen berm about 3-4 feet high. The sides of the berm can slope about 5-20 percent, with an optimal slope of 10 percent. A combination of desired species can be planted on the top of the berm and along the sides. The combination of the berm and plant material can reduce the noise level 6 to 15 decibels, which the human ear will perceive as one-third to one-half as loud.



Planting on an earth berm can provide privacy as well as noise reduction.

Evergreen Trees Ideal for Screening

Botanical Name	Common Name	Height Spread	Hardiness in Tennessee	Comments
✓ <i>Abies concolor</i>	White Fir, Concolor Fir	30-50' 15-30'	All Tenn.	One of the best firs for Tennessee due to heat and drought tolerance. This fir prefers well-drained, sandy-loam soils; dislikes heavy clay soil. Full sun is preferable, but can tolerate light shade.
✓ <i>Cryptomeria japonica</i>	Japanese Cryptomeria	35-45' 15-20'	All Tenn.	Rich green foliage; may have a bronzy hue in winter. Bark is beautiful reddish brown and peels off in long strips. 'Yoshino' is the best known of all the cultivars.
✓ <i>x Cupressocyparis Leylandii</i>	Leyland Cypress	35-40' 15-20'	All Tenn.	Fast growing. Excellent screening potential. Some fungal diseases have been reported. Many selections are available, including one with variegated foliage. Plant may be stressed in dry sites.
✓ <i>Ilex aquifolium x I. cornuta</i> 'Nellie R. Stevens'	Nellie R. Stevens Holly	15-25' 10-15'	Marginal in East Tenn.	Sun or shade. Grows as a large shrub or small pyramidal tree. Lustrous green leaves and fast growing.
<i>Ilex latifolia</i>	Lusterleaf Holly	15-20' 15-20'	Marginal in East Tenn.	Large pyramidal tree and one of the best broad-leaved evergreens. Needs a well-drained soil. 'Mary Nell' is a popular cultivar that sets great quantities of red berries.
✓ <i>Ilex opaca</i>	American Holly	20-30' 15-20'	All Tenn.	Native. Sun or shade exposure, but prefers some shade. More than 1000 cultivars are listed. Good drainage is essential. Only the female produces berries, but a male plant is required for pollination. Free of most insect pests and diseases.

Evergreen Trees Ideal for Screening

Botanical Name	Common Name	Height Spread	Hardiness in Tennessee	Comments
✓ <i>Ilex x attenuata</i> 'Fosteri 2'	Foster Holly	10-15' 10-15'	All Tenn.	Sun or shade exposure. The branching habit is naturally conical and dense, but responds to shearing in a more formal landscape. 'Foster #2' is the female and produces an abundance of berries. 'Foster #4' is a male holly.
<i>Ilex x attenuata</i> 'Savannah'	Savannah Holly	20-25' 15-20'	All Tenn.	Pyramidal canopy form, with light green foliage. Popular due to the abundance of large red fruits.
✓ <i>Juniperus chinensis</i>	Chinese Juniper	10-50' 5-15'	All Tenn.	Many juniper selections are available with upright growth habits. Foliage color may vary from green to blue-green and gray. Junipers perform best in full sun and in well-drained soil.
X <i>Juniperus scopulorum</i>	Rocky Mountain Juniper	30-40' 3-15'	All Tenn.	A slow-growing, narrow pyramidal form that often has several main stems. Withstands drought conditions, and needs well-drained soil. Several cultivars are available, and valued for their bluish cast of the foliage.
✓ <i>Juniperus virginiana</i>	Eastern Red Cedar	20-40' 10-20'	All Tenn.	Native. Tough tree, grows in a wide range of soil conditions. Likes full sun. An excellent specimen plant or used in a mass. Provides food and shelter for birds. Many cultivars offer a palette of foliage color, fruit and canopy forms.
✓ <i>Magnolia grandiflora</i>	Southern Magnolia	25-45' 10-50'	Select most cold hardy selections.	Native. Allow lower branches to grow to the ground. Large, fragrant white flowers in summer. Dwarf selections, 'Little Gem' and 'Hesse', are better suited for small landscapes.
BOTH ON TREE LIST				
✓ <i>Magnolia virginiana</i>	Sweet Bay Magnolia	10-20' 10-20'	All Tenn.	Native. Can be grown as a single trunk or multi-trunk tree. Showy white, lemon-scented flowers in summer. Foliage is semi-evergreen, with a shiny, green surface and silvery beneath. <i>Magnolia virginiana</i> var. <i>australis</i> holds its foliage through winter. The cultivar 'Henry Hicks' offers excellent shiny evergreen foliage.
✓ <i>Pinus strobus</i>	Eastern White Pine	50-80' 20-40'	All Tenn.	One of the fastest growing pines in the landscape. There is great variation in pines due to seed-produced plants. Best grown in full sun on fertile, moist, well-drained soil.
<i>Prunus caroliniana</i>	Cherry Laurel	25-30' 20-35'	Marginal in East Tenn.	Native. Broad-spreading canopy makes an ideal multi-trunk tree. Dense foliage, often pruned into a formal hedge. 'Bright 'N Tight' is a compact form.
✓ <i>Thuja occidentalis</i>	Eastern Arborvitae	35-40' 15-25'	All Tenn.	Good as a specimen plant or massed in hedges. Choose superior cultivars, many of which have pyramidal or rounded canopy forms.
<i>Thuja plicata</i>	Western Red Cedar (Arborvitae)	35-40' 15-25'	All Tenn.	Fast-growing, upright conifer which can be substituted for the over-used Leyland Cypress. Prefers moist, well-drained soil in full sun or part shade. 'Hogan' is the most upright cultivar with good green winter foliage and 'Giganteoides' is a hybrid form with incredible vigor.
X <i>Tsuga canadensis</i>	Canadian Hemlock	35-70' 25-35'	All Tenn.	Makes a graceful hedge or specimen planting. Requires moist soil with good drainage. May need some wind and sun protection if used in West Tenn. Many selections include canopy forms that are prostrate, globose (rounded) or weeping.
DISEASE				
X <i>Tsuga caroliniana</i>	Carolina Hemlock	35-50' 20-25'	All Tenn.	Noted to perform better in urban conditions, but grows slower than Canadian Hemlock. Plants tend to be stiffly branched. Harder to find in the nursery trade.

Table 1 - Height/caliper relationship for Type 1 shade trees

Caliper	Average height range	Typical maximum height
½ in.	4 to 5 ft.	6 ft.
5/8 in.	5 to 6 ft.	8 ft.
¾ in.	6 to 8 ft.	10 ft.
1 in.	8 to 10 ft.	11 ft.
1 ¼ in.	8 to 10 ft.	12 ft.
1 ½ in.	10 to 12 ft.	14 ft.
1 ¾ in.	10 to 12 ft.	14 ft.
2 in.	12 to 14 ft.	16 ft.
2 ½ in.	12 to 14 ft.	16 ft.
3 in.	14 to 16 ft.	18 ft.
3 ½ in.	14 to 16 ft.	18 ft.
4 in.	16 to 18 ft.	22 ft.
4 ½ in.	16 to 18 ft.	22 ft.
5 in.	18 ft. and up	26 ft.

Examples: *Acacia stenophylla*, *Acer rubrum*, *A. saccharinum*, *Betula nigra*, *Bucida bucerus*, *Cinnamomum camphora*, *Eucalyptus microtheca*, *Fraxinus pennsylvanica*, *Ginkgo*, *Gleditsia triacanthos*, *Liriodendron tulipifera*, *Platanus occidentalis*, *Populus fremontii*, *Quercus macrocarpa*, *Q. palustris*, *Q. phellos*, *Q. virginiana*, *Salix*, *Swietenia mahogany*, *Tilia americana*, *Zelkova serrata*

ORDINANCE NO. ____

BEING 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.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14 (Zoning and Land Use Control), Chapter 33 (Landscape, Buffers, and Screening) be approved as follows:

14-3302. Definitions

Caliper: Standard professional practices dictate that trees are measured in this same fashion. The steps are as follows:

- 1) Take any form of tape measure around the trunk of a tree (the tree's circumference), approximately four and a half feet above the ground. This is also known as the dbh (diameter at base height).
- 2) Then take the measurement of tree and divide it by 3.1415 (Pi). The resulting number will be the diameter of the tree trunk, also known as the caliper inch

Mulch: A layer of seasoned wood chips, dry leaves, straw, hay, pine, or other materials placed on the surface of the soil around plants to retain moisture, prevent the growth of weeds, and to hold the soil in place or aid plant growth. Also see "Ground Cover".

14-3303. GENERAL REQUIREMENTS

B. Planting Standards

- c. Evergreen trees shall be a minimum of six feet in height and a minimum of one-half inches in caliper at the time of planting.

14-3307. SPECIES RECOMMENDATIONS

A. Canopy Trees (*min. expected maturity height of 35 feet*)

<u>Common Name</u>	<u>Scientific Name</u>	<u>Mature Height/Spread</u>
American/Basswood Linden	<i>Tilia Americana</i>	35'-50'/20'-30'
Black Locust*	<i>Robinia Pseudoacacia</i>	35'-70'/25'-35'
Chestnut Oak	<i>Quercus Prinus</i>	60'-70'/60'-70'
Chinkapin Oak	<i>Quercus Muehlenbergii</i>	40'-50'/50'-60'
Ginkgo (Maidenhair Tree)	<i>Ginkgo biloba</i> (male)	50'-60'/25'-40'
Green Ash*	<i>Fraxinus pennsylvanica</i>	50'-60'/25'-30'
Hornbeam	<i>Carpinus betulus</i> and cultivars	40'/40'
Lacebark Elm	<i>Ulmus parvifolia</i>	40'-60'/25'-40'
Nuttall Oak	<i>Quercus Nuttalli</i>	40'-60'/35'-50'
Pin Oak	<i>Quercus palustris</i>	50'-80'/25'-40'
Post Oak	<i>Quercus Stellata</i>	40'-50'/35'-50'
Red Maple*	<i>Acer rubrum</i> and cultivars	60'/40'
River Birch*	<i>Betula nigra</i>	50'-90'/40'-60'
Southern Magnolia	<i>Magnolia grandiflora</i> 'Carolina'	80'/40'-60'
Sugar Maple	<i>Acer Saccharum</i>	60'-75'/40'-50'

Yellow Tulip Poplar	<i>Liriodendron Tulipifera</i>	70'-90'/40'
Yoshino Cherry	<i>Prunus x. yedoensis</i>	40'/30'

B. Understory Shade Trees (*max. expected maturity height of 25 feet*)

<u>Common Name</u>	<u>Scientific Name</u> <u>Height/Spread</u>	<u>Mature</u>
Alder	<i>Alnus</i>	
American Smoke Tree*	<i>Cotinus obovatus</i>	20'-30'/20'-30'
Crapemyrtle	<i>Lagerstroemia fauriei</i>	25'/25'
Eastern Redbud*	<i>Cercis canadensis</i>	25'/25'
English Hawthorn	<i>Crataegus laevigata</i>	15'-25'/15'-20'
Fringe Tree	<i>Chionanthus Virginicus</i>	12'-20'/12'-20'
Flowering Dogwood*	<i>Cornus florida</i> and cultivars	20'-25'/20'-25'
Kousa Dogwood	<i>Cornus kousa</i> and cultivars	20'/20'
Mountain Maple	<i>Acer Spicatum</i>	10'-25'/10'-25'
Serviceberry	<i>Amelanchier arborea</i>	20'/20'
Sourwood	<i>Oxydendron Aboreum</i>	25'-30'/20'
Sweetbay Magnolia	<i>Magnolia virginiana</i>	10'-20'/10'-20'
Winter King (Green) Hawthorn*	<i>Crataegus viridis</i> 'Winter King'	25'-30'/25'-30'

C. Evergreen Trees for Screening

American Holly	<i>Ilex opaca</i>	40'-50'/20'-40'
Cryptomeria	<i>Cryptomeria Japonica</i>	30'-40'/15'-20'
Eastern Red Cedar	<i>Juniperus virginiana</i>	40'-50'/15'-30'
Emerald Green	<i>Thuja Occidentalis</i>	10-15'/3'-4'
Foster Holly	<i>Ilex attenuata</i> 'Fosteri'	12'-30'/6'-15'
Green Giant Arborvitae	<i>Thjua Standishii X plicata</i>	50'-60'/12'-20'
Japanese Spartan	<i>Juniperus Chinensis</i>	15'-20'/4'-5'
Leyland Cypress	<i>Cupressocyparis</i>	60'-70'/8'-15'
Little Gem Magnolia	<i>Magnolia grandiflora</i> 'Little Gem'	20'-25'/8'-12'
Nellie R. Stevens Holly	<i>Ilex Cornuta</i> Nelly R. Stephens	15'-20'/10'-15'
White Fir/Concolor	<i>Abies concolor</i>	35'-50'/20'
White Pine	<i>Pinus strobus</i>	50'-80'/20'-40'

D. Shrubs for Foundation Plantings and Screening

Boxwood	<i>Bruxus microphylla japonica</i>
Burford Holly	<i>Ilex cornuta</i> 'Burfordii'
China Girl Holly	<i>Ilex X Meserveae</i>
Compacta Holly	<i>Ilex Compact</i>
Japanese Yew	<i>Taxus cuspidate</i>
Leatherleaf Viburnum	<i>Viburnum rhytidophyllum</i>
Nandina	<i>Nandina domestica</i>
Otto Luyken Cherry Laurel	<i>Prinus Laurocerasus</i>

Skip Cherry Laurel

Prinus Laurocerasus Schipkaensis

E. Ground Covers

Blue Fescue

Festuca Ovina Glauca

Blue Rug Juniper

Juniperus Horizontalis

Carpet Bugleweek

Ajuga Reptan

English Ivy

Hedera Helix

Juniperus Procumbens

Juniperus Procumbens

Pachysandra

Pachysandra

Periwinkle

Vinca minor

Wintercreeper euonymus

Euonymus fortune

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

Passed on first reading this the 16th day of March 2021.

Mayor

ATTEST:

City Administrator

Passed on second and final reading this the 6th day of April 2021.

Mayor

ATTEST:

City Administrator

ORDINANCE NO. _____,
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 8, CHAPTER 2, SECTION 211 OF THE
MORRISTOWN MUNICIPAL CODE.

Be it ordained by the City Council for the City of Morristown that the text of Section 211 of Chapter 2 of Title 8 of the Morristown Municipal Code is amended by adding the following text at the end of the Section:

“CHAPTER 2

BEER

SECTION 8-211. Prohibited conduct or activities by beer permit holders.

(12) Engage in any conduct that is prohibited by law in
Tennessee Code Annotated §57-5-301.”

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

The City of Morristown

Memorandum

From the Office of Finance



Morristown City Council Agenda Item Summary

Date: March 10, 2021

Agenda Item: Approval of Request for Proposal – Turf Management and Mowing Program

Prepared by: Larry Clark, Assistant City Administrator

Subject: Turf Management and Mowing Program

Background/History: The City of Morristown recently sought Request for Proposals from qualified professionals for a turf management and mowing program. The turf management program and the mowing program will each include a variety of facilities and locations throughout the City. The proposals were evaluated by a five-member committee. After separate evaluations by each member, the committee voted to award the Proposals in part based on vendor past performance and locations throughout the City. All mowing throughout the City is presently maintained by City of Morristown employees. The City's Accounting Manager performed a cost analysis study including labor, fuel, and equipment that determined the current cost of finish mowing conducted by Public Works alone is \$164,440.59. No other costs were taken into consideration. The turf has been maintained through a contract with Tennessee Turf Masters, LLC for an annual cost of \$22,262.76, which does not include any mowing. It should be noted that this RFP does not include ROW with tractors, as this will continue to be maintained by City crews, nor mowing of ball park fields and park properties as this will continue to be maintained by the Parks and Recreation Department.

Findings/Current Activity: The Request for Proposal was advertised in the Citizen Tribune on January 31, 2021 and on February 2, 2021. Additionally, the RFP was posted to the City of Morristown's website and through Vendor Registry, an online facilitation website. The submission deadline was 2:00 PM on Thursday, February 18, 2021. We received (3) three responses.

Financial Impact: Funds for this program have been identified in the 2020-2021 fiscal year budget.

Action options/Recommendations: It is staffs' recommendation to approve a portion of the Request for Proposals from Oak View Landscaping and Tennessee Turf Masters, LLC in the amount of \$204,706.00 and to allow Tony Cox, City Administrator to enter into contract negotiations.

Attachment: Rankings.

CITY OF MORRISTOWN
OFFICE OF FINANCE AND PURCHASING
RFP: TURF MANAGEMENT AND MOWING
SUMMARY: FIRM RANKINGS

RANKING	ENTITY
1	Oak View Landscaping and Lawncare
2	Tennessee Turfmasters, LLC
3	Lawnman Lawncare, LLC

The City of Morristown

Memorandum

From the Office of Finance



Morristown City Council Agenda Item Summary

Date: March 10, 2021

Agenda Item: Approval of Contract – Turf Management and Mowing Program

Prepared by: Larry Clark, Assistant City Administrator

Subject: Turf Management and Mowing Contract with Tennessee Turf Masters, LLC

Background/History: The City of Morristown recently sought Request for Proposals from qualified professionals for a turf management and mowing program. Three (3) responses were received. The proposals were evaluated by a five-member committee. After separate evaluations by each member, the committee voted to award the Proposals in part based on vendor past performance and locations throughout the City.

Findings/Current Activity: The Selection Committee recommended Tennessee Turf Masters, LLC for the Turf Management Program for the Parks and Recreation Department and for the Mowing Program that consists of all other street locations throughout the City.

Financial Impact: Funds for this program have been identified in the 2020-2021 fiscal year budget.

Action options/Recommendations: Council's approval is sought to enter into a contract with Tennessee Turf Masters, LLC for a Turf Management and Mowing Contract in the amount of \$85,606.00.

Attachment: Contract.



This agreement, made between Tennessee Turf Masters, LLC CH# 4445 (hereafter referred to as Contractor) and City of Morristown (hereafter referred to as Client) is subject to the following provisions:

1. **Services.** Contractor will provide turf care services to Client for the: Turf Management Facilities, Pesticide Schedule, and Mowing Location Summary is referenced in Attachment A. Services are limited to the description in the bid for turf management and mowing from the City of Morristown with a bid date of February 18th, 2021. Any added service that is not included in the turf care program chosen will incur additional charges. These additional services are normally billed according to the additional treatments requested by the client. The total cost of the bid is \$85,606.00.
2. **Term of Agreement.** This agreement shall be in effect for 9 months commencing on **April 1, 2021**. At the end of this 9-month period the client shall have the option of an additional (1) year contract extension or may seek new proposals as it sees fit.
3. **Termination of Agreement.** In the event that this agreement proves unsatisfactory, a 30-day written notice by either party may terminate the agreement. If the client terminates without notice, the client will be billed for the entire month's services. Contractor may terminate the agreement at any time without notice for nonpayment of services.
4. **Payment Terms.** Client agrees to pay \$9,511.77 per month for turf care program services.
 - a. Invoices for turf care services are mailed on the last day of each month with terms of Net 15 days.
 - b. Invoices not paid within 10 days of the invoice date will be assessed a finance charge of 10%.
 - c. Accounts delinquent after 60 days will be put on a cash basis for any future purchases.
 - d. We accept the following payment types: Cash, Personal Check, Money Order, Cashiers Check, Visa & Mastercard.
5. **Price Adjustments.** There will be no price adjustments for services for the period of April 1, 2021 to December 31, 2021. If the contract is extended at the end of the contract period, the price may be adjusted at that time. The contractor will notify the client of any increase in supply prices two weeks prior to the contract extension.
6. **Indemnification.** The Contractor shall indemnify and hold harmless client from claims for injury, death and/or property damage due to the result of negligent acts and omission of the contractors, its agents and employees which are out of the work being performed under the Scope of this Agreement.
7. **Insurance.** Contractor will carry appropriate insurance and shall provide a Certificate of Insurance to the client upon the client's request.
8. **Independent Contractor.** The Contractor is an independent contractor and all persons employed to furnish services are employees or subcontractors of the contractor.
9. **Entire Agreement.** This agreement and the attached specifications are the entire agreement between both parties. All prior negotiations between the parties are merged into this agreement. The agreement may not be modified except by the written approval of both parties.

10. **Effective Date.** This agreement commences on April 1, 2021.

11. **Special Event Mowing:** Hourly rate for special event mowing shall be \$45.00. Client will contact the contractor on an as-needed basis to schedule mowing for special events. A cost estimate will be requested within 3 business days.

12. **Acceptance.** By signing below parties accept the terms and conditions of this agreement.

Tennessee Turf Masters takes pride in providing quality service at competitive prices while maintaining the utmost level of professionalism. The experience and advanced education in turfgrass science ensures that you receive the highest quality care for your turf. Should you have questions or concerns, please don't hesitate to reach out.

Client:

Contractor:

Authorized
Signature: _____

Authorized
Signature: _____

Date: _____

Date: _____

TURF MANAGEMENT AND MOWING AGREEMENT
ATTACHMENT A

TURF MANAGEMENT FACILITIES

1. Frank Lorino Park – 3100 Lorino Park Road

- Barron Soccer Complex – 4 (2 acres per field)

Note: Irrigation System at this location will be maintained by Morristown Parks & Recreation

2. Wayne Hansard Park – 5100 Dearing Road

- Soccer Complex 1 – 4 (2 acres per field)

- *Note: Irrigation System at this location will be maintained by Morristown Parks & Recreation*

3. Popkin Fields – 1049 Merwin Street

- McAmis-Sempkowski Baseball Field (3/4 acres)
- Tucker-Frazier Baseball Field (3/4 acres)

Note: Irrigation System at this location will be maintained by Morristown Parks & Recreation

4. Sherwood Park – 301 S Daisy Street

- Sherwood Baseball Field (2 acres)

Note: Irrigation System at this location will be maintained by Morristown Parks & Recreation

TURF MANAGEMENT AND MOWING AGREEMENT ATTACHMENT A

PESTICIDE (CHEMICAL) SCHEDULE

All pesticides (chemicals) applied should adhere to the following schedule each year. Any additional applications of pesticides will be addressed upon request.

1. February 1st – March 15th

The first application of pre-emerge shall be applied and post-emerge such as Roundup shall be applied to remove all unwanted winter annual and perennial grassy weeds.

2. April 15th – May 15th

The first application of fertilizer and a pound or more of coated nitrogen shall be applied.

3. May 10th – May 25th

The second application of pre-emerge residual of 65 to 70 days shall be applied.

4. May 15th (+/-) 10 days

A booster application of Nitrogen may be applied (non-coated).

5. June 15th – June 30th

Second application of fertilizer at a pound rate of coated Nitrogen shall be applied.

6. May – August

Coordination of usage and winter kill areas with sod or sprig work.

7. June 10th – June 20th

Application of growth regulator at full recommended rate shall be applied.

8. July 15th

A booster of Nitrogen may be applied if needed (non-coated).

9. August 1st – August 25th

The second application of growth regulator shall be applied at full rate.

10. September 1st – September 30th

A two hundred pound per acre rate of potassium fertilizer shall be applied.

TURF MANAGEMENT AND MOWING AGREEMENT ATTACHMENT A

SPECIFICATIONS

1. Year-round turf grass management and mowing program.
2. Materials, labor, supervision, and equipment necessary to perform turf management and mowing operations.
3. Application of various turf grass materials throughout the year to achieve desired sports turf conditions.
4. Coordination of any sprigging-sod work from usage and winter kill issues, especially on soccer fields.
5. Monitoring and supervision of programs.
6. All scheduling is to be coordinated with the specified supervisor in advance of work completed. All applications of turf products must be completed when fields are closed to the public. Mowing shall follow a schedule prepared by vendor and approved by the City of Morristown.
7. Application of chemicals shall be logged with a signature after **each** application. Logs are required to be kept. Copy of signed log to be submitted with invoice.
8. All turf grass products used must meet turf grass specifications and must be certified.
 - a. Liquids, dry flowable and wettable powders used must be Trade Mark Products with the percentage of active ingredients being consistent with the industry standards for commercial applications.
 - b. All fertilizers applied to fields need to be less than 200sgn in particle size to ensure proper coverage of turf (straight nitrogen applications do not apply).
 - c. Fertilizers applied need to have a cover or chemical composition that will allow nitrogen to be released over an extended period, no less than a 7-week residual (straight nitrogen applications do not apply).
 - d. All pre-emerge products must be sprayed in split applications. One application must be applied early and then another application in the spring or early summer.
9. The successful proposer will supervise, coordinate, manage and inspect the turf grass and mowing program to ensure that each task is done properly in accordance with proposal standards.
10. Traffic shall be controlled properly while mowing streets. Any necessary signage in or near roadway shall be used.
11. All streets, landscaping areas, sidewalks and pedestrian areas are to be kept clean of any grass clippings and/or debris. Excess clippings on lawn areas are to be neatly collected and picked up.

TURF MANAGEMENT AND MOWING AGREEMENT
ATTACHMENT A

12. Mowing shall be uniform, level, and mowed on a frequency to maintain a height of three (3) to four (4) inches. Grass shall not exceed (6) inches.
13. Invoicing shall be detailed with a breakdown of pricing for work done before payment will be received.
14. No work is to be completed without the permission of the specified superintendent. Proposer shall be responsible for coordinating with superintendent.
15. Failure to notify the specified superintendent of any work being done will result in contract review and possible termination.
16. The City of Morristown reserves the right to make periodic unannounced inspections at any given time without notifying the vendor.
17. All labor, materials, equipment and transportation necessary to carry out work shall be furnished by proposer. All work shall be done in an orderly and timely manner in accordance with the best turf policy and any applicable local, state or federal regulations.
18. The proposal must include post-emergent herbicides, pre-emergent herbicides, and fertilizer and pesticide applications when necessary.
19. Proposer will not be exempt from tax on materials and supplies used to perform the work outlined in proposal.
20. Manufacturer's warranties and authorized representative's warranties shall apply on all materials and labor for duration of work.
21. The City of Morristown reserves the right to negotiate a plan of services should any upgrades be done to existing fields or any development of new facilities.
22. Vendor shall designate one person to contact the City's specified supervisor concerning scheduling, work in progress, future work, damage, or any other related matters. A City supervisor will be designed upon award of the proposal.
23. The City of Morristown may contact the proposer on an "as-needed" basis to schedule areas of undetermined size or location in need of mowing for special events. A cost estimate will be requested within 3 business days.

TURF MANAGEMENT AND MOWING AGREEMENT
ATTACHMENT A: MOWING PROGRAM SUMMARY

ID	Location	Description	Frequency (Approx.)	Type of Work
1	N Davy Crockett Pkwy (Grainger County Line)	Welcome Sign	Weekly	Mow/Trim
2	W Andrew Johnson Hwy (Jefferson County Line)	Welcome Sign	Weekly	Mow/Trim
3	S Davy Crockett Pkwy (I-81 Exit 8)	Welcome Sign	Weekly	Mow/Trim
4	Progress Parkway	ETPC sign area median	Weekly	Mow/Trim
5	Enka Hwy (I-81 Exit 12)	Welcome Sign	Weekly	Mow/Trim
6	E Morris Blvd	Median lawn at Davy Crockett restaurant/Carlyle office before and after landscaping	Biweekly	Mow/Trim
7	E Morris Blvd	Median lawn at Hamblen Farmer's Co-Op before and after landscape bed	Biweekly	Mow/Trim
8	W Andrew Johnson Hwy	Panther Creek Rd before and after landscape bed	Weekly	Mow/Trim
9	Baltic Dr at Norman Dr	Lot behind Lakeway on corner	Biweekly	Mow/Trim
10	Suburban Dr	Lot on right at end of Suburban Dr	Biweekly	Mow/Trim
11	W 2nd North St	Police parking lot (fenced in) and upper lot near N Henry St	Weekly	Mow/Trim
12	W 2nd North St	Old City Hall parking areas/islands	Weekly	Mow/Trim
13	W 1st North St	City Hall lawn areas	Weekly	Mow/Trim
14	N Cumberland St	Fred Kyle walkway up hill before church and parking lot area/hillside down to creek	Biweekly	Mow/Trim
15	W Morris Blvd	Farmers market back to railroad tracks (Morris to railroad along S Henry St)	Weekly	Mow/Trim
16	W Morris Blvd at S Cumberland St	Welcome to Downtown sign on corner	Weekly	Mow/Trim

17	S Henry St	North side of railroad tracks parking lot from Mill St to Daily Bread	Biweekly	Trim
18	W Andrew Johnson Hwy at E Manley Court Cir	Old Station 4 lot	Biweekly	Mow/Trim
19	E Andrew Johnson Hwy	Median from E AJ at N Haun Dr east to BP at Mall Dr	Biweekly	Mow/Trim
20	E Andrew Johnson Hwy	Median in front of Station 3/John Hay	Biweekly	Mow/Trim
21	E 6th North St	Fulton Hill Park	Weekly	Mow/Trim
22	Jeffrey Ln	Morristown Police Department Gun Range	Monthly	Mow/Trim
23	S Cumberland at Highland Dr	Cumberland Heights island & sign	Monthly	Mow/Trim
24	E 1st North St at N Daisy St	Lot on corner	Monthly	Mow/Trim
25	W Andrew Johnson Hwy at N Fairmont Ave	Traffic island near Crescent Center	Biweekly	Spray
26	Tip Top Cir	Inside cul-de-sac	Biweekly	Mow/Trim
27	Mahle Dr at Old Kentucky Rd	Traffic island at intersection	Biweekly	Mow/Trim
28	White Ave at Lee Dr	Traffic island at split	Biweekly	Mow/Trim
29	E Main St at S James St	Vacant Lot behind A-1 (entire lot, signposts, poles)	Biweekly	Mow/Trim
30	Air Park Blvd (Behind Fire Station 5)	Airport Beacon	Biweekly	Mow/Trim
31	Hicks Rd at Night Rd (Jefferson City)	Airport Beacon	Biweekly	Mow/Trim
32	Oak St	Traffic island	Biweekly	Mow/Trim
33	E Morris Blvd at Hale Ave	Oak Hills entrance	Biweekly	Mow/Trim
34	Buffalo Trl at Cherokee Park Rd	Traffic island	Biweekly	Mow/Trim
35	Pritchard Dr	Around cul-de-sac and rocks	Biweekly	Mow/Trim
36	Merchants Greene	4 passes-W AJ to Westview	Biweekly	Mow/Trim
37	E Andrew Johnson Hwy	Evans Ave to King Ave (sidewalk, signposts, poles)	Biweekly	Mow/Trim
38	W Andrew Johnson Hwy	Lowe's/Clinic sidewalk, signposts, poles	Biweekly	Mow/Trim

39	W Andrew Johnson Hwy at N Fairmont Ave	Crescent Center (sidewalk, signposts, poles)	Biweekly	Mow/Trim
40	Dr Martin Luther King Jr Pkwy	Greenway & sidewalks	Biweekly	Mow/Trim
41	W Louise Ave	Guardrails	Monthly	Trim
42	Cracker Rd	Median and sidewalk	Biweekly	Mow/Trim
43	East TN Progress Center	Guardrails	Monthly	Trim
44	W Morris Blvd	Guardrails, signposts, poles	Biweekly	Trim
45	E Morris Blvd	Guardrail, signposts, poles	Biweekly	Trim
46	West Industrial Park-MAID	Guardrails, signposts, poles	Monthly	Trim
47	Old 11E Hwy at Piper St	Guardrails	Monthly	Trim
48	E Andrew Johnson Hwy at King Ave	Guardrails, signposts, and poles	Monthly	Trim
49	Valley Home Rd at Golf Course	Guardrail, signposts, poles	Monthly	Trim
50	Joe Hall Rd	Sidewalk	Biweekly	Mow/Trim
51	McFarland St	Guardrails, signposts, and poles	Monthly	Trim
52	N Haun Dr	Guardrails, signposts, and poles	Monthly	Trim
53	W 7th North St at N Jackson St	Guardrail	Monthly	Trim
54	Fairview Rd	Bridge and Guardrails	Monthly	Trim
55	Sulphur Springs Rd at Hwy 160	Guardrails	Monthly	Trim
56	Joe Hall Rd	Guardrails	Monthly	Trim
57	E Andrew Johnson Hwy under 25E	Guardrails	Monthly	Trim
58	Valley St	Median/stream banks*	Monthly	Trim
59	S Cumberland St	Signposts and poles	Monthly	Trim
60	N and S Henry St	Signposts and poles	Monthly	Trim
61	W Economy Rd	West side of road-3 passes, sidewalk	Biweekly	Mow/Trim

62	Fairview Rd	Signposts, poles, bridge and guardrails	Monthly	Trim
63	N and S Liberty Hill Rd	Signposts and poles	Monthly	Trim
64	W Main St	Signposts and poles	Monthly	Trim
65	W 7th North St	Signposts and poles	Monthly	Trim
66	W Andrew Johnson Hwy	From Manley Church to Jefferson County Line-signposts and poles	Monthly	Trim
67	Jones Franklin Rd	West side of road-2 passes, sidewalk	Biweekly	Mow/Trim
68	E Main St	Sidewalks, signposts & poles	Biweekly	Mow/Trim
69	Liberty Hill Rd	3 passes, sidewalk & fields	Biweekly	Trim
70	W Morris Blvd	Above Arby's on overpass	Biweekly	Mow/Trim
71	W 1st North St at Peavine Aly	Bank/Corner	Biweekly	Mow/Trim
72	Durham Lndg	Both sides of road and median/roundabout	Biweekly	Mow/Trim

The City of Morristown

Memorandum

From the Office of Finance



Morristown City Council Agenda Item Summary

Date: March 10, 2021

Agenda Item: Approval of Contract – Turf Management and Mowing Program

Prepared by: Larry Clark, Assistant City Administrator

Subject: Turf Management and Mowing Contract with Oak View Landscaping

Background/History: The City of Morristown recently sought Request for Proposals from qualified professionals for a turf management and mowing program. Three (3) responses were received. The proposals were evaluated by a five-member committee. After separate evaluations by each member, the committee voted to award the Proposals in part based on vendor past performance and locations throughout the City.

Findings/Current Activity: The Selection Committee recommended Oak View Landscaping for the Turf Management and Mowing Program for the City Hall Lawn, Farmers Market, Fulton-Hill Park, and Durham Landing.

Financial Impact: Funds for this program have been identified in the 2020-2021 fiscal year budget.

Action options/Recommendations: Council's approval is sought to enter into a contract with Oak View Landscaping for a Turf Management and Mowing Contract in the amount of \$119,100.00.

Attachment: Contract.

The City of Morristown

Purchasing Department



Contractor Agreement

THIS AGREEMENT made March 17, 2021 between **Oak View Landscaping & Lawn Care** hereinafter called the Contractor and **City of Morristown**, hereinafter called the Client, contract name Turf Management and Mowing Program

Witnesseth, that the Contractor and the Client for the consideration names as follows:

1. **Services:** Contractor will provide turf management and mowing services to client. Services are limited to the description in the Request for Proposal for turf management and mowing from the City of Morristown with the opening date of February 18th, 2021. Any added service that is not included in the turf care program chosen will incur additional charges. These additional services will be billed according to the additional treatments requested by the client. The total cost of the program is \$119,100.00 for the following locations:
 - City Hall Lawn
 - Farmers Market
 - Fulton-Hill Park
 - Durham Landing
2. **Term of Agreement:** This agreement shall commence on the day executed and be in effect until December 31, 2021. When the term of the contract has ended the Client shall have the option of an additional (1) one year contract extension or may seek new proposals as it sees fit.
3. **Termination of Agreement:** In the event that this agreement proves unsatisfactory, a 30-day written notice by either party may terminate the agreement. If the Client terminated without notice, the client will be billed for the entire month's service. Contractor may terminate the agreement at any time without notice for nonpayment of services.
4. **Payment Terms.** Client agrees to pay \$13,233.34 per month for turf management and mowing services. Monthly invoices shall be provided with a detailed breakdown of pricing for work done before payment will be received. A purchase order for services will be provided from Client. The purchase order number must be referenced on all invoices. All invoices and correspondence regarding such are to be remitted to accountspayable@mymorristown.com. Payment will be received within 30 days of receiving invoice.

The City of Morristown

Purchasing Department



5. **Price Adjustments:** There will be no price adjustments for services for the contract term. If the contract is extended at the end of the contract period, price adjustments can be negotiated if necessary. The Contractor must notify the client of any increase in prices at least 30 days prior to contract extension.
6. **Indemnification:** The Contractor shall indemnify and hold harmless client from claims for injury, death and/or property damage due to the result of negligent acts and omission of the contractors, its agents and employees which are out of the work being performed under the scope of this agreement.
7. **Insurance:** Contractor will carry appropriate insurance and shall provide a Certificate of Insurance to the Client upon request.
8. **Independent Contractor:** The Contractor is an independent contractor and all persons employed to furnish services are employees or sub-contractors of the contractor.
9. **Special Event Mowing:** Hourly rate for special event mowing shall be \$50.00 per hour, per person.
10. **Entire Agreement:** This agreement and the attached specifications are the entire agreement between both parties. The agreement may not be modified except by the written approval of both parties.
11. **Acceptance:** By Signing below both parties accept the terms and conditions to this agreement.

Client:

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Contractor:

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

SPECIFICATIONS ATTACHMENT
TURF MANAGEMENT AND MOWING PROGRAM

1. Year-round turf grass management and mowing program.
2. Materials, labor, supervision, and equipment necessary to perform turf management and mowing operations.
3. Application of various turf grass materials throughout the year to achieve desired sports turf conditions.
4. Coordination of any sprigging-sod work from usage and winter kill issues, especially on soccer fields.
5. Monitoring and supervision of programs.
6. All scheduling is to be coordinated with the designated City Representative. Mowing shall follow a schedule prepared by vendor and approved by the City of Morristown.
7. Application of chemicals shall be logged with a signature after **each** application. Logs are required to be kept. Copy of signed log to be submitted with invoice.
8. All turf grass products used must meet turf grass specifications and must be certified.
 - a. Liquids, dry flowable and wettable powders used must be Trade Mark Products with the percentage of active ingredients being consistent with the industry standards for commercial applications.
 - b. All fertilizers applied to fields need to be less than 200sgn in particle size to ensure proper coverage of turf (straight nitrogen applications do not apply).
 - c. Fertilizers applied need to have a cover or chemical composition that will allow nitrogen to be released over an extended period, no less than a 7-week residual (straight nitrogen applications do not apply).
 - d. All pre-emerge products must be sprayed in split applications. One application must be applied early and then another application in the spring or early summer.
9. The successful proposer will supervise, coordinate, manage and inspect the turf grass and mowing program to ensure that each task is done properly in accordance with proposal standards.
10. Traffic shall be controlled properly while mowing streets. Any necessary signage in or near roadway shall be used.
11. All streets, landscaping areas, sidewalks and pedestrian areas are to be kept clean of any grass clippings and/or debris. Excess clippings on lawn areas are to be neatly collected and picked up.

12. Mowing shall be uniform, level, and mowed on a frequency to maintain a height of three (3) to four (4) inches. Grass shall not exceed (6) inches.
13. Invoicing shall be detailed with a breakdown of pricing for work done before payment will be received.
14. No work is to be completed without the permission of the specified superintendent. Proposer shall be responsible for coordinating with superintendent.
15. Failure to notify the specified superintendent of any work being done will result in contract review and possible termination.
16. The City of Morristown reserves the right to make periodic unannounced inspections at any given time without notifying the vendor.
17. All labor, materials, equipment and transportation necessary to carry out work shall be furnished by proposer. All work shall be done in an orderly and timely manner in accordance with the best turf policy and any applicable local, state or federal regulations.
18. The proposal must include post-emergent herbicides, pre-emergent herbicides, and fertilizer and pesticide applications when necessary.
19. Proposer will not be exempt from tax on materials and supplies used to perform the work outlined in proposal.
20. Manufacturer's warranties and authorized representative's warranties shall apply on all materials and labor for duration of work.
21. The City of Morristown reserves the right to negotiate a plan of services should any upgrades be done to existing fields or any development of new facilities.
22. Vendor shall designate one person to contact the City's specified supervisor concerning scheduling, work in progress, future work, damage, or any other related matters. A City supervisor will be designed upon award of the proposal.
23. The City of Morristown may contact the proposer on an "as-needed" basis to schedule areas of undetermined size or location in need of mowing for special events. A cost estimate will be requested within 3 business days.

The City of Morristown

Memorandum

From the Office of Finance



Morristown City Council Agenda Item Summary

Date: March 10, 2021

Agenda Item: Approval of Bids – Property Sale

Prepared by: Joey Barnard, Assistant City Administrator

Subject: Property Sale Bid

Background/History: The City of Morristown acquired several properties at the delinquent tax sale on September 29, 2020. The redemption period on (15) fifteen of these properties have run and the City has declared these properties as surplus.

Findings/Current Activity: Formal bids were solicited for offers to purchase the surplus properties. The bid was advertised in the *Citizen Tribune* on January 24, 2021, and on January 31, 2021. Additionally, the bid was posted to the City of Morristown's website. The submission deadline was Monday, March 1, 2021. Multiple responses were received.

Action options/Recommendations: It is the recommendation of staff and the City Attorney to accept the highest bids submitted for each property for a total amount of \$29,457.01

Attachment: Copy of the Bid Tabulation.

**City of Morristown
Property Sale Bid Opening
Monday, March 1, 2021; 2:00 PM**

Property Address	Michael Bailey	Mike Bunch	Scott Trent	Ruby Antrican	Morristown Housing Authority	Chris Simmons	Melanie Strickler	James Goins	T. Dillon Parker	Joseph Mills	James White	Faye Coffee
805 Crescent Street	\$ 431.00		\$ 1,002.00									
1011 Truman Street	\$ 431.00	\$ 100.00	\$ 1,002.00									
345 Jarnigan Avenue	\$ 2,731.00	\$ 3,000.00	\$ 1,002.00									
727 Rosedale Avenue	\$ 531.00	\$ 3,000.00	\$ 1,002.00				\$ 2,005.00	\$ 100.00				
1205 W. 5th North Street		\$ 2,000.00	\$ 2,002.00					\$ 250.00	\$ 2,502.00			
530 S. Fairmont Avenue	\$ 231.00	\$ 6,000.00	\$ 1,002.00			\$ 2,022.00	\$ 2,005.00					
915 Forgey Avenue	\$ 331.00	\$ 100.00	\$ 1,002.00	\$ 2,100.00						\$ 2,000.00		
1401 Taft Street	\$ 331.00		\$ 1,002.00								\$ 1,000.00	
1331 Taft Street	\$ 531.00		\$ 1,002.00								\$ 1,000.00	
430 W. Charles Street	\$ 231.00	\$ 2,000.00	\$ 1,002.00									\$ 1,200.00
2032 Shields Ferry Road	\$ 2,341.01		\$ 1,002.00									
436 S. Henry Street	\$ 571.03	\$ 100.00	\$ 1,002.00									
Kyle Street	\$ 231.00		\$ 1,002.00		\$ 300.00							
1214 Buffalo Trail	\$ 671.00	\$ 1,000.00	\$ 1,002.00									
752 Lennie Avenue	\$ 231.00	\$ 1,500.00	\$ 1,002.00									
Total	\$ 9,824.04	\$ 18,800.00	\$ 16,030.00	\$ 2,100.00	\$ 300.00	\$ 2,022.00	\$ 4,010.00	\$ 350.00	\$ 2,502.00	\$ 2,000.00	\$ 2,000.00	\$ 1,200.00

Total of highest bids: \$29,457.01

EVERY SEASON STARTS AT

Sponsorship Agreement

City of Morristown
 Tony Cox, City Administrator
 100 W 1st North St
 Morristown, Tennessee 37814
 423-585-4610

3/5/2021

Dear Tony Cox,

Thank you for taking the time to discuss the opportunity for sponsorship. Based on our conversations and what you stated was important to you, we are pleased to enter into this Sponsorship Agreement ("Agreement") between DICK'S Sporting Goods, Inc. ("DSG" or "Sponsor") on behalf of itself and its affiliates and City of Morristown ("Organization"). With the intention of being legally bound, we agree as follows:

DSG shall provide City of Morristown with the following:

Gift Card — Equipment Room

\$1,500.00

Quantity	Value	Total
3	\$500.00	\$1,500.00

In-Store Shop Day

N/A

Shopping Day(s) for Organization's participants, coaches and families to receive 20% off entire purchase (exclusions apply) on the following date(s):

Store	Date
Morristown, TN Spring	Friday, March 26, 2021
Morristown, TN Spring	Friday, April 30, 2021
Morristown, TN Basketball	TBD

Total Sponsorship Package Value

\$1,500.00

Organization shall provide DSG with the following:

1. DSG Logo with link to electronic team packet coupons on Organization's website. Your DICK'S Sporting Goods CMM will send you a coupon link to post at a later date.
2. Distribution of DSG electronic coupon in Organization's email communications at least 4 times during the Term
3. Promotion of Organization's In-Store Shop Day at DSG through Organization's email blasts, website and flyer distribution

Term

The term of this Agreement shall begin on Thursday, March 4, 2021 and remain in effect until Monday, February 1, 2021 ("Term").

Acceptance and Additional Terms and Conditions

The complete terms and conditions applicable to this sponsorship are set forth on the next page and form an integral part of this Agreement. If during the Term, Sponsor and Organization agree to add new sponsorship elements or Organization responsibilities or change the sponsorship elements or Organization responsibilities contemplated by this Agreement, the parties agree that they must do so in writing, with e-mail acceptable, and that these same terms and conditions shall govern all such new or changed sponsorship elements or Organization responsibilities.

We look forward to working with you and appreciate your commitment to youth sports and your service to the community!

Terms and Conditions of Sponsorship Agreement

1. Sponsor shall be the sole sporting goods retail sponsor of the Organization. Organization will not pursue sponsorships with direct competitors of Sponsor, including, but not limited to, the companies listed on Exhibit C. If Organization is approached by any direct competitor listed on Exhibit C or other sporting goods retailer, Organization will notify Sponsor before making any future commitments.
2. Sponsor shall have the option to continue the sponsorship set forth in this Agreement for a total of two additional years so long as the Sponsor commitment remains the same or is greater than the current year. The Sponsor shall confirm to Organization in writing whether it intends to continue the sponsorship prior to the end of the current Term.
3. During the Term, Sponsor grants Organization the limited, non-exclusive, non-transferrable, non-sublicensable right to use Sponsor's name, brand and logo solely to advertise the Sponsor's sponsorship rights as set forth above, subject to Sponsor's prior written approval of any and all use of Sponsor's name, brand and logo. Organization agrees that any use of Sponsor's name, brand or logo shall be in accordance with the sample provided on Exhibit A and Sponsor's Brand Use Guidelines provided from time to time. Except for this limited license granted to Organization, Sponsor retains all right, title and interest in and to the Sponsor's name, brand and logo.
4. During the Term, Organization grants Sponsor the limited, non-exclusive, non-transferrable, non-sublicensable right to use Organization's name, brand and logo to advertise Sponsor's sponsorship rights and relationship with Organization and Organization's achievements generally so long as Sponsor has such use approved by Little League Baseball, Incorporated. Except for this limited license granted to Sponsor, Organization retains all right, title and interest in and to the Organization's name, brand and logo. Organization gives Sponsor the right to take photographs of Organization's events and participants and use those photographs in any media. Organization also agrees to provide Sponsor, at Sponsor's request, with photos of the Organization's events and participants for Sponsor's use in any media, to the extent the Organization has obtained the necessary consents from such participants. If the Organization has not obtained the necessary consents, the Organization shall notify Sponsor in writing, and any use of such photos will be subject to Sponsor obtaining the necessary consents directly from the participants. Organization agrees to facilitate and provide reasonable assistance to Sponsor in obtaining the required consents from participants.
5. Neither party may assign any of its rights and obligations under this Agreement without the prior written consent of the other.

6. The liability of either party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to any loss of business or profit, or to any indirect, punitive or consequential damages or losses.
7. To the fullest extent permitted by law and to the extent arising from or relating to, directly or indirectly, the subject matter of this Agreement, Organization shall defend, indemnify and hold harmless Sponsor and its affiliates, and their respective officers, directors, employees, agents, shareholders, successors and assigns from and against any and all causes of action, damages, claims, demands, obligations, losses, costs, expenses, including reasonable attorneys' fees, and liabilities of any nature whatsoever, whether known or unknown (collectively "Losses") arising from or relating to: (i) any Organization event; (ii) any negligent act, omission or misconduct of Organization, its employees, members or agents; (iii) the violation of any intellectual property rights of third parties by Organization or its affiliates; (iv) the violation by Organization of any governmental laws, rules, or regulations; or (v) a breach of this Agreement or any representations or warranties in this Agreement by Organization. Notwithstanding the foregoing, Organization shall not be liable to the extent any Losses arise out of any material, equipment or products provided by Sponsor pursuant to this Agreement, or any negligent act, omission or misconduct of Sponsor.
8. To the fullest extent permitted by law and to the extent arising from or relating to the subject matter of this Agreement, Sponsor shall defend, indemnify and hold harmless the Organization from and against any and all Losses arising from or relating to: (i) any material, equipment or products provided by Sponsor pursuant to this Agreement, (ii) any negligent act, omission or misconduct of Sponsor, its employees or agents; (iii) the violation by Sponsor of any governmental laws, rules, or regulations; or (iii) a breach of this Agreement. Notwithstanding the foregoing, Organization shall not be liable to the extent any Losses arise out of any negligent act, omission or misconduct of Organization.
9. Organization shall treat as confidential any information, whether disclosed in oral, written, visual, electronic or other form, which Sponsor or any of its affiliates or agents discloses to Organization or Organization observes in connection with this Agreement. Sponsor's confidential information includes, but is not limited to, the terms and conditions of this Agreement, the value of the sponsorship, marketing plans, new store locations, strategies, forecasts, analyses, projects, and employee, customer or vendor information. Organization's obligations under this paragraph shall survive the termination or other expiration of this Agreement.
10. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions of this Agreement shall remain effective and shall be enforced to the fullest extent permitted by applicable law. This Agreement shall be governed by the laws of Delaware, without regard to its conflicts of law provisions, and any suit or action under this Agreement shall be filed in a court of competent jurisdiction in Allegheny County, Pennsylvania, and the parties hereby consent to the exclusive personal jurisdiction and venue of such courts.

Exhibit A

DSG Name/Logo

EVERY SEASON STARTS AT



[Return to Agenda](#)



EVERY SEASON STARTS AT



All references to DICK'S Sporting Goods, Inc. in print when not using the logo, should include the full capitalization of DICK'S as in the following example: DICK'S Sporting Goods.

IN WITNESS WHEREOF, the parties hereto have executed this Sponsorship Agreement as of the Effective Date set forth below.

DICK'S Sporting Goods, Inc.

By:

DocuSigned by:
Brian Johnson
ECAC29268E08423...

[Return to Agenda](#)

Name: Brian Johnson

Title: CMM

City of Morristown

By: _____

Name: Tony Cox

Title: City Administrator

Date: _____

MEMORANDUM OF UNDERSTANDING BETWEEN KNOXVILLE-KNOX COUNTY COMMUNITY ACTION COMMITTEE AND THE CITY OF MORRISTOWN

This is a Memorandum of Understanding between Knoxville-Knox County Community Action Committee (herein referred to as "CAC") and the City of Morristown (herein referred to as "CITY"). CAC and Morristown shall be hereinafter jointly referred to as the "parties".

GENERAL UNDERSTANDING:

1. CAC will provide HOME Rehabilitation Repair jobs that address the need of low to moderate income, elderly/disabled, and other at-risk homeowners for sustainable housing that is safe, secure, decent, and affordable. This project serves owner-occupied, single family residences that are located within the city limits of Morristown. Homeowners must meet the low/moderate THDA Housing Grant income guidelines established for Morristown Tennessee. CAC Housing & Energy provides these services to homeowners through this agreement. Funding is provided through THDA HOME Grant and projects are based on funding received.
2. CAC will comply with all City, State and Federal guidelines and is responsible to adhering to the HOME policies and procedures to: provide management/operation of each individual rehabilitation project to include client intake, review of applications for completeness and accuracy, preparing a list of applicant selection and inspection of the applicant's homes to identify work requirements. Preparation of the work write up, cost estimates and bid/contracting documents for each rehabilitation project. Issuing bid packages and conducting bid openings and recommend contractor selection for each home. Monitor on-site construction to oversee contractor work, conducting final inspections of all work done. Preparing documents for progress and final payment of contractors and filing a Notice of Completion for each job.
3. CAC is responsible for maintaining all necessary documentation on the projects in compliance with *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and will remit documentation on the project(s) to the City upon completion of each funding cycle.
4. CAC will host monthly process meetings with the City while projects are open.
5. CAC will invoice for each actual job cost plus \$2,500.00 per job completed.
6. CAC cost that will be charged in addition to 5 above:
 - a. Travel to Morristown, TN, from Knoxville, TN, that is required to accomplish the above activities will be billed using the standard state mileage rate.

Maximum effort will be made to achieve multiple purposes for each trip to control this cost.

- b. Additional services: If additional services are requested by the City that are not included above, CAC will charge an additional \$55.00 per hour for those services.
7. CAC will remit electronic invoices to the City on a monthly basis. Invoices are to be remitted to the Accounts Payable and the CDBG Coordinator.

PERIOD OF AGREEMENT:

This agreement becomes effective the date of the last signature and through June 30, 2023, provided that projects are funded. It may be modified by mutual consent as an addendum to this document.

ACCEPTANCE

Signature
City of Morristown

Date

Signature
Knoxville-Knox County
Community Action Committee

Date

**CITY OF MORRISTOWN**

PURCHASING DIRECTOR

P.O. Box 1499

Morristown, TN 37815-0647

Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2021

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase Order # **21001855-00***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
e
n
d
o
r**TEMPLE INC.
P. O. BOX 2066

DECATUR, AL 35602-2066

**S
h
i
p
T
o**CITY OF MORRISTOWN PUBLIC WORKS
619 HOWELL ROAD
purchasing@mymorristown.com
MORRISTOWN, TN 37813

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference/Contact			
800-633-3221		256-353-4578		21002021		MATTHEW MANNING			
Date Ordered		Vendor Number		Date Required		Interoffice Delivery		Department/Location	
03/11/21		012849						43190	
Item#	Description/Part No.				Qty/Unit	Cost Each		Extended Price	
001	8PHASE CABINET ASSEMBLY TO INCLUDE: TF4008 TERMINAL FACILITY (12LS POSTITION) EL704S2 POLE MOUNT CABINET ASSEMBLY 43190-365				1.00 EACH	6725.00000		6,726.00	
002	8PHASE CABINET ASSEMBLY TO INCLUDE: TF4116MT TERMINAL FACILITY (16LS POSTITION) EL712 BASE MOUNT CABINET ASSEMBLY 43190-365				1.00 EACH	7629.00000		7,630.00	
Total Freight					2.00				
						PO Total		14,356.00	

The City of Morristown is an equal
employment / affirmative action
employer EOE / AA

Authorized Signature

Date

VENDOR COPY

Authorized Signature

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Date



February 22, 2021

Matthew Manning
City of Morristown
619 Howell Rd
Morristown, TN 37813
423-312-3027

**RE: Sole Source for City of Morristown, TN
Temple Inc Cabinet Assemblies**

Dear Mr. Manning:

This letter is to verify that Temple, Inc. located at 305 Bank St, Decatur AL 35601 is the sole manufacturer, provider and distributor of Temple, Inc. products, including the Temple Pole Mounted and Base Mounted Cabinet Assemblies that we have quoted you recently.

Temple is the sole provider for these assemblies in the south east United States.

Thank you for your interest and the opportunity to be of service. If additional information is needed, please contact us at 800-633-3221.

Sincerely,

Forrest Temple
President

Temple, Inc.
P.O. Box 2066 • Decatur, AL 35602-2066
(256) 353-3820 • (800) 633-3221
Sales/Customer Fax (256) 353-4578 • Accounting Fax (256) 353-3351

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LDA ENGINEERING

March 9, 2021

Mr. Larry Clark
Assistant City Administrator
City of Morristown
P.O. Box 1499
Morristown, TN 37816-1499

Reference: City of Morristown
Wayne Hansard Park Drainage Improvements

Mr. Clark:

We appreciate the opportunity to provide you with a proposal for Service's During Construction (SDC) and Resident Project Representative (RPR) services for the referenced project. The project is for the construction of the new drainage along the walking trail in the park. The executed contract construction time for the project is 150 days.

LDA Engineering will provide engineering services during construction such as shop drawing review, attendance at progress meetings, answering contractor questions, site visits and pay estimate reviews for a lump sum fee of \$6,000.00.

RPR services will be provided on an hourly basis, with a budget amount of \$40,000.00. We will be judicious with our hours due to the fact we have capable local senior technicians performing the same services within the City of Morristown on similar projects and can be shared across the projects. The time for RPR will only be charged relating to the actual construction time.

Record Drawings will be prepared for the project once construction is completed. This will allow your GIS system to be updated to include this project. This will be provided on an hourly basis, with a budget amount of \$3500.00.

We are prepared to begin this work immediately upon your written authorization. If you have questions or comments, please do not hesitate to contact us.

Sincerely,

Steve Drummer, P.E.
Senior Civil Engineer



LDA ENGINEERING

March 9, 2021

Mr. Larry Clark
Assistant City Administrator
City of Morristown
P.O. Box 1499
Morristown, TN 37816-1499

Reference: City of Morristown
North Cumberland Street Improvements

Mr. Clark:

We appreciate the opportunity to provide you with a proposal for Service's During Construction (SDC) and Resident Project Representative (RPR) services for the referenced project. The project is for the removal of retaining walls along North Cumberland and East 6th North Street and grading of a slope. The executed contract construction time for the project is 150 days.

LDA Engineering will provide engineering services during construction such as shop drawing review, attendance at progress meetings, answering contractor questions, site visits and pay estimate reviews for a lump sum fee of \$8,000.00.

RPR services will be provided on an hourly basis, with a budget amount of \$40,000.00. We will be judicious with our hours due to the fact we have capable local senior technicians performing the same services within the City of Morristown on similar projects and can be shared across the projects. The time for RPR will only be charged relating to the actual construction time.

We are prepared to begin this work immediately upon your written authorization. If you have questions or comments, please do not hesitate to contact us.

Sincerely,

Steve Drummer, P.E.
Senior Civil Engineer



LDA ENGINEERING

March 9, 2021

Mr. Larry Clark
Assistant City Administrator
City of Morristown
P.O. Box 1499
Morristown, TN 37816-1499

Reference: City of Morristown
West Main Street Drainage Improvements

Mr. Clark:

We appreciate the opportunity to provide you with a proposal for Service's During Construction (SDC) and Resident Project Representative (RPR) services for the referenced project. The project is for the stabilization of the drainage ditch between West Main Street and the Railroad. The executed contract construction time for the project is 150 days.

LDA Engineering will provide engineering services during construction such as shop drawing review, attendance at progress meetings, answering contractor questions, site visits and pay estimate reviews for a lump sum fee of \$10,000.00.

RPR services will be provided on an hourly basis, with a budget amount of \$40,000.00. We will be judicious with our hours due to the fact we have capable local senior technicians performing the same services within the City of Morristown on similar projects and can be shared across the projects. The time for RPR will only be charged relating to the actual construction time.

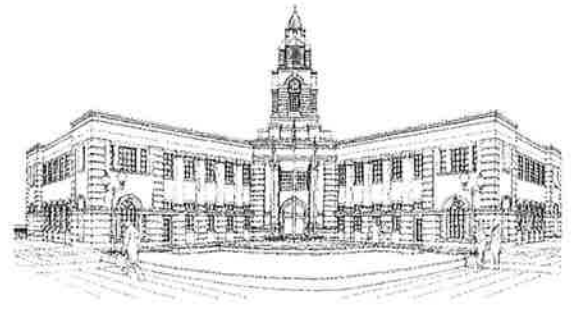
We are prepared to begin this work immediately upon your written authorization. If you have questions or comments, please do not hesitate to contact us.

Sincerely,

Steve Drummer, P.E.
Senior Civil Engineer

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief  Roger D. Overholt

Date: March 10, 2021

Re: Patrol/Support Services Divisions

I am requesting to make promotions in the patrol/support services divisions at the March 16th council meeting. These positions are to backfill current vacancies in rank.

2 Lieutenants
2 Sergeants
2 Corporals

Attached are the current civil service rosters for these positions. Thank you for your assistance in this matter. If you have any questions regarding this, please contact my office.

Thank you.

RDO/ac

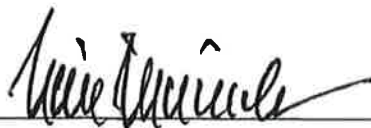
CIVIL SERVICE BOARD

P.O. BOX 1499 * MORRISTOWN, TN 37816

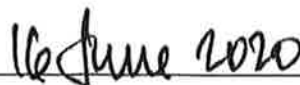
POLICE DEPARTMENT ROSTER - LIEUTENANT

UPDATED ON JUNE 16, 2020 TO REFLECT **TESTING**, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Craig Jarnagin	2/28/2022
2	Brad Jacobs	2/28/2022
3	Brad Rice	2/28/2022
4	David Hancock	2/28/2022
5	Kenneth Hinkle	2/28/2022



Mike Minnich, Vice-Chairman



Date

CIVIL SERVICE BOARD

P.O. BOX 1499 * MORRISTOWN, TN 37816

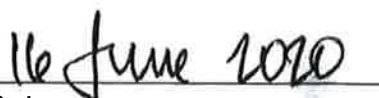
POLICE DEPARTMENT ROSTER - SERGEANT

UPDATED ON JUNE 16, 2020 TO REFLECT **TESTING**, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Travis Stansell	2/28/2021
2	Jason Young	2/28/2022
3	Diana Morgan	2/28/2021
4	Michael Voccola	2/28/2022
5	Matthew Johnson	2/28/2021
6	Devin Cribley	2/28/2022
7	David Klein	2/28/2022
8	Eric Renfro	2/28/2022
9	Lucas Watson	2/28/2022
10	Jonathan Maxey	2/28/2022
11	Jonathan Helton	2/28/2022
12	Paul Pressley	2/28/2022



Mike Minnich, Vice-Chairman



Date

CIVIL SERVICE BOARD

P.O. BOX 1499 * MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - CORPORAL - PATROL

UPDATED ON JUNE 16, 2020 TO REFLECT **TESTING**, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Matthew Johnson	2/28/2021
2	Matt Stuart	2/28/2021
3	Eric Renfro	2/28/2022
4	Lucas Watson	2/28/2022
5	Matt Webb	2/28/2022
6	Paul Pressley	2/28/2022
7	Ron Sanchez	2/28/2022
8	Gregory Hall	2/28/2021
9	Jordan Wilson	2/28/2022
10	Jonathan Helton	2/28/2022
11	Adam Winstead	2/28/2022


Mike Minnich, Vice-Chairman


Date