

Pre-Meeting WORK SESSION
March 15, 2022
4:00 p.m.

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
March 15, 2022
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 1, 2022

6. PROCLAMATIONS/PRESENTATIONS

7. CITIZEN COMMENTS ABOUT AGENDA ITEMS ONLY
(Other than items scheduled for public hearing.)

8. OLD BUSINESS

8-a. Public Hearings & Adoption of Ordinances/Resolutions

1. Ordinance No. 4701

Entitled Being an Ordinance of the City Council of Morristown, Tennessee amending Title 5 (Municipal Finance and Taxation) Chapter 2, Section 5-207 and 5-208 (Delinquent Taxes) of the Morristown Municipal Code.

9. NEW BUSINESS

9-a. Resolutions

1. Resolution No. 2022-7
A Resolution of the Council of the City of Morristown, Tennessee directing payment of Electric Tax Equivalent.
2. Resolution No. 2022-8
A Resolution of the Council of the City of Morristown, Tennessee directing payment of Wastewater Tax Equivalent.
3. Resolution No. 2022-9
A Resolution of the Council of the City of Morristown, Tennessee to support restoring the Historic Revenue Sharing Relationship between the State of Tennessee and its Local Governments and to return the Local Share of the Single Article CAP to Local Governments.
4. Resolution No. 2022-10
A Resolution of the City Council of the City of Morristown, providing direction for the use of certain Grant Funds.

9-b. Introduction and First Reading of Ordinances

1. 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 # 033M H 01100 000 from Office and Medical Professional (OMP) to Medium Density Residential (R-2), the general location being shown on the attached Exhibit A (717 W.5th North).
{Public Hearing April 5, 2022}
2. Ordinance No. _____
Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of that property as described on a survey entitled West Park Commons, and recorded in Deedbook LPLAT, Page 20 in Hamblen County, the general location being shown on the attached Exhibit A (Old 11E Hwy).
{Public Hearing April 5, 2022}
3. 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 the following Hamblen County tax parcels: 054C A 001.0, 054C A 001.02, 054C A 001.00 and 054 022.00, as highlighted on Exhibit A. (W. Andrew Johnson Hwy).
{Public Hearing April 5, 2022}

9-c. Awarding of Bids/Contracts

1. Approval of contract with Bewley Excavating in the amount of \$66,950 for Public Works Detention Pond repair.
2. Approval of Change Order No. 2 to Leon Williams Contractor for the City Hall Interior Renovations in the amount of \$18,478 to increase size of the ammo storage room, water supply upstairs to the police wing, and an increase in the pictogram sign size to meet code.
3. Acknowledge the receipt of bids for the Installed Fitness Equipment project for Morristown Landing and accept the bid from Fitness and Exercise Solutions LLC in the amount of \$251,525, including warranties referenced in the recommendation from Sports Facilities Management, as the lowest and best bid and authorize a purchase order for the same.
4. Approve a one (1) year contract extension for certain turf management and mowing services with Oak View Landscaping & Lawn Care in the amount of \$158,800.
5. Approve a one (1) year contract extension for certain turf management and mowing services with Tennessee Turf Masters in the amount of \$109,806.
6. Approval to accept the recommendation from BurWil Construction Company and Sports Facilities Companies and award the Airplane Wrap Contract to Morristown Signs in the amount of \$9,850.
7. Approval of Inspection and Maintenance Agreement (I&M) with BJK Properties, LLC for property located at 1413 S. Cumberland, Morristown, Tennessee.

9-d. Board/Commission Appointments

9-e. New Issues

1. Approval of Police Department promotion to Detective.
2. Confirmation of Separation - Morristown Fire 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 15, 2022**

1. Morristown Police Dept. – Community Engagement Initiatives

City Council Meeting/Holiday Schedule.

March 15, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
March 15, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 5, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
April 5, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 5, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 15, 2022	Friday		City Center Closed – Observance of Good Friday
April 19, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 19, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 19, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 19, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 3, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
May 3, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 17, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
May 17, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 30, 2022	Monday		City Center Closed – Observance of Memorial Day
June 7, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
June 7, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
June 7, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
June 21, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
June 21, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 4, 2022	Monday		City Center Closed – Observance of Independence Day
July 5, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 5, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 19, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 19, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 2, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
August 2, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 2, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 16, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 16, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 5, 2022	Monday		City Center Closed – Observance of Labor Day
September 6, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 6, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 20, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 20, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 4, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
October 4, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 4, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 18, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 18, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 1, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 1, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 15, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 15, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 24-25,	Thurs/Fri		City Center Closed – Observance of Thanksgiving Holiday
December 6, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
December 6, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 6, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 20, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 20, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 26, 2022	Monday		City Center Closed – Observance of Christmas Day

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN**

March 1, 2022

5:00 p.m.

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. 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 A'Hearn led in the invocation and "Pledge of Allegiance".

Councilmember A'Hearn made a motion to approve the February 15, 2022, minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for citizens comments related to Agenda items. No one spoke.

Councilmember Smith made a motion to approve Ordinance No. 4700 on second reading and final reading. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4700

An Ordinance to annex certain territory and to incorporate same within the corporate boundaries of the City of Morristown, Tennessee currently addressed as 363 Snyder Road having the Hamblen County Tax Parcel ID #: 032034D D 00300 the zoning designation of Medium Density Residential District, R2, the general location being shown of the attached Exhibit A.

Councilmember Senter made a motion to approve Resolution No. 2022-3. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Resolution No. 2022-3

A Resolution adopting a Plan of Services for the Annexation of Property identified as Hamblen County Parcel ID #032034D D 00300 currently addressed as 363 Snyder Road, the general location being shown on the attached Exhibit A.

Councilmember Smith made a motion to approve Resolution No. 2022-4. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Resolution No. 2022-4

A Resolution of the Council of the City of Morristown, Tennessee hereby accepting the Proposal of the Tennessee Department of Transportation (TDOT) to construct a project designated as Federal Project No., State Project No., 32002-1233-04, 32002-3233-

04, 32002-2233-04, described as the Intersection at Progress Parkway/Thoroughbred Run Road in Morristown supporting East Tennessee Progress Center Route: SR-32.

Councilmember Pedigo made a motion to approve Resolution No. 2022-5. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Resolution No. 2022-5

A Resolution of the Council of the City of Morristown, Tennessee to adopt the SR343 ITS Traffic Signal Coordination Complete Streets Corridor Study.

Councilmember Pedigo made a motion to approve Resolution No. 2022-6. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Resolution 2022-6

Resolution of Support for the City of Morristown, Tennessee Applying for the Rebuilding American Infrastructure with Sustainability and Equity (Raise) Grant.

Councilmember Senter made a motion to approve Ordinance No. 4701 on first reading and and schedule a public hearing relative to final passage of said ordinance for March 15, 2022. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4701

Being an Ordinance of the City Council of Morristown, Tennessee amending Title 5 (Municipal Finance and Taxation) Chapter 2, Section 5-207 and 5-208 (Delinquent Taxes) of the Morristown Municipal Code.

Councilmember Smith made a motion to approve to enter into contract with the Morristown East High Band Boosters for the provision of concession services for one year at two parks & recreation facilities and authorize the City Administrator to execute the same. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the Work Authorization for Michael Baker International, Inc to provide professional services related to the creation of an Airport Layout Plan pursuant to FAA requirements. 100% grant funded through FAA in the amount of \$299,714. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Work Authorization for Design Innovation to provide professional services in preparation for renovation of kitchens at Fire Stations No. 1 and No. 2 in the amount of \$3,800. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Interlocal Agreement between the City of Morristown and Hamblen County for the Justice Assistance

Grant (JAG) Program Award. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to approve the Contract with Morristown Utilities for Temporary Office space for use by Sports Facilities Management staff until completion of Morristown Landing. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the Inspection and Maintenance Agreement (I&M) with H & S Real Estate, LLC for the property described as Volunteer Medical Plaza. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve the Inspection and Maintenance Agreement (I&M) with Tri-Cities Restaurant Group, LLC for property located at 4388 Edna Green Circle (Wendy’s). Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve Amendment 3 with Lose and Associates to provide professional design services for Task 4 - Roadway Extension and Improvements in an amount of \$169,000 and Task 5 - Monument Sign in an amount of \$18,000 for Morristown Landing. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to approve the promotion of Nathan Atkins to Lieutenant for the Morristown Fire Department. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the promotion of Jason Hill to Engineer/Driver for the Morristown Fire Department. Councilmember A’Hearn 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, Steve Conway, Louis Chan and Ed Cox spoke.

Mayor Gary Chesney adjourned the March 1, 2022 Morristown City Council meeting at 5:45 p.m.

Mayor

Attest:

City Administrator

**ORDINANCE NO. 4701
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 5 OF THE MORRISTOWN
MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that the text of Title 5 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

“TITLE 5

MUNICIPAL FINANCE AND TAXATION

CHAPTER 2

PROPERTY TAXES

SECTION

5-207. Preparation of delinquent tax list; delivery of same to city attorney for collection of taxes.

5-208. Collection of unpaid taxes by city attorney.

5-207. Preparation of delinquent tax list; delivery of same to city attorney for collection of taxes. No sooner than six (6) months after taxes become delinquent, the recorder shall make out a complete list of all unpaid taxes in his hands, giving the names, with a description of the property against which it is assessed, upon a list made and kept for that purpose, and deliver it to the city attorney for collection taking his receipt therefor. Such list shall have the force and effect of an execution in his hands against the property of the persons delinquent. (Ord. No. 3510, 12-2-2014)

5-208. Collection of unpaid taxes by city attorney. All taxes unpaid at least six (6) months after the same become delinquent shall be turned over to the city attorney for collection, to be proceeded with as delinquent taxes are collected under state law.

The recorder shall furnish the city attorney a complete list of all taxes so due the city and assessed for all years, properly certified, showing the name of such taxpayer, with a description of the taxable property. The city attorney shall give notice as required by law, and if such taxes are not paid in the time allowed by law, the city attorney shall file a bill, either in the circuit or chancery court, to enforce the lien by a sale of all such property to pay all such unpaid taxes, penalties, and attorney's fees of ten percent, and a fee of \$1.00 to the attorney for each such parcel or lot of land. The city attorney shall embrace in such bill as many as 25 defendants, if there are so many defendants, or may include all delinquent taxes in

one bill as provided by T.C.A. title 67, ch. 5. A less number than 25 defendants may be embraced in the bill if deemed advisable or in case of complications. In all cases, after a bill has been filed for the collection of any tax and the tax is paid to the clerk of the court in which such bill is filed, without a sale of the property upon which such tax is levied, the clerk shall be entitled to receive and collect from the delinquent taxpayer a commission of 2½% on the amount of such tax, interest, and penalty, as compensation for his services in computing the interest and penalty accrued on such tax and for receiving and disbursing the funds. (Ord. No. 3510, 12-2-2014)”

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

PASSED ON FIRST READING THIS 1ST DAY OF MARCH 2022.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS 15TH DAY OF MARCH 2022.

MAYOR

ATTEST:

CITY ADMINISTRATOR

RESOLUTION NO. 2022-7

**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, 2021 and ending June 30, 2022.

Jurisdiction	Amount
City of Morristown	\$1,642,082.14 (77.5%)
Hamblen County	<u>\$ 476,733.52 (22.5%)</u>
Total In-Lieu Tax Payable	<u>\$2,118,815.66</u>

ADOPTED THIS THE 15th DAY OF MARCH 2022.

MAYOR

ATTEST:

CITY ADMINISTRATOR

MORRISTOWN UTILITIES COMMISSION

433 West 1st North St
PO Box 667
Morristown, TN 37815
Ph. 423-586-4121 Fax 423-587-6590
www.musfiber.net

February 24, 2022

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 2022 on the next available City Council meeting agenda. Copies of the resolution passed February 24, 2022, 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 2021 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,

A handwritten signature in black ink, appearing to read 'Clark Rucker', with a stylized flourish at the end.

Clark Rucker
Assistant General Manager

Electric, Water, Wastewater, Internet, Video and Voice Services

RESOLUTION 2022-02-01

DIRECTING PAYMENT OF 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, 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, 2021 and ending June 30, 2022:

Jurisdiction	Amount
City of Morristown	\$1,642,082.14 (77.5%)
Hamblen County	<u>\$ 476,733.52</u> (22.5%)
Total In-Lieu Tax Payable	<u>\$2,118,815.66</u>

PASSED this 24 day of February, 2022


George B. McGuffin, Chairman


Rod Isaacs, Secretary

RESOLUTION NO. 2022-8

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRISTOWN,
TENNESSEE DIRECTING PAYMENT OF WASTEWATER 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, 2021 and ending June 30, 2022.

Jurisdiction	Amount
City of Morristown	\$833,761.52

ADOPTED THIS THE 15th DAY OF MARCH 2021.

MAYOR

ATTEST:

CITY ADMINISTRATOR

MORRISTOWN UTILITIES COMMISSION

433 West 1st North St
PO Box 667
Morristown, TN 37815
Ph. 423-586-4121 Fax 423-587-6590
www.musfiber.net

February 24, 2022

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 2022 on the next available City Council meeting agenda. Copies of the resolution passed February 24, 2022 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 2021 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,

A handwritten signature in black ink, appearing to read 'Clark Rucker', with a stylized, flowing script.

Clark Rucker
Assistant General Manager

Electric, Water, Wastewater, Internet, Video and Voice Services

RESOLUTION 2022-02-02

**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, 2021 and ending June 30, 2022:

FY 2022 In-Lieu Tax Payable

\$ 833,761.52

PASSED this 24 day of February, 2022.


George B. McGuffin, Chairman

For:
George
McGuffin


Rod Isaacs, Secretary

RESOLUTION NO. 2022-9

A RESOLUTION OF THE COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE TO SUPPORT RESTORING THE HISTORIC REVENUE SHARING RELATIONSHIP BETWEEN THE STATE OF TENNESSEE AND ITS LOCAL GOVERNMENTS AND TO RETURN THE LOCAL SHARE OF THE SINGLE ARTICLE CAP TO LOCAL GOVERNMENTS.

WHEREAS, Tennessee's municipal communities are the economic engine of the state and today 92% of the state's total sales tax collections are generated within municipal boundaries; and,

WHEREAS, such economic growth is intentional and when it occurs, it is financed largely through city taxes for police, fire, streets, water and sewer, schools, parks, libraries and other amenities that attract and retain businesses and make Tennessee's communities desirable places for people to raise a family, start a business, and visit; and,

WHEREAS, in 1947, the state began sharing 4.6% of each year's total state sales tax collections with cities for the purposes of recognizing the collective contribution of cities as the state's economic engine; thereby acknowledging that city residents incur a local tax burden that is directly attributable to financing, developing, and maintaining an economic environment that continues to generate a healthy portion of the sales tax revenue accruing to the state; and,

WHEREAS, when confronting serious fiscal challenges in 2002, the state of Tennessee increased the state sales tax rate from 6% to 7%; and,

WHEREAS, the state chose not to share a portion of the sales tax revenues generated by the increase from 6% to 7% with Tennessee municipalities; and,

WHEREAS, as a result of this change the state broke a 55-year relationship of sharing 4.6% of all sales tax revenue designated for the state's general fund with municipalities; and,

WHEREAS, at the same time in 2002, the state also doubled from \$1,600 to \$3,200 the amount of the purchase price any single item that is subject to a combined state and local option sales tax of 9.75%; and

WHEREAS, in addition to the single article cap increase from \$1,600 to \$3,200, the state also captured and continues to capture 100% of the state's 7% levy as well as the 2.75% portion of the sales tax levy that is customarily reserved for local government on the added sale of items with a purchase price above \$1,600; and

WHEREAS, in the 20 years since these provisions took effect, these two changes have combined to result in the state realizing nearly \$2 billion in additional sales tax collections -- \$2 billion that would have benefitted local taxpayers had the historic revenue sharing relationship and single article cap not been altered in 2002; and,

WHEREAS, in the 20 years since these provisions took effect, Tennessee's state leaders have managed the budget with great care and a strong fiscally conservative approach to create a dynamic and growing economy with eight consecutive years of surplus revenues; and,

WHEREAS, in the 20 years since these provisions took effect, the State of Tennessee's sustained economic and fiscal performance have erased the conditions which led to these austerity measures in 2002; and,

WHEREAS, there is expected to be a surplus of recurring revenues produced by the economic engines of our state and managed by its leaders; and,

WHEREAS, as a result of the accolades bestowed upon the state for its economic success, its fiscally conservative policies and strong leadership, the state has garnered an enviable reputation as the state in which to live, work and play; and,

WHEREAS, a consequence of this reputation has led to continued and substantial economic growth and an increase and realignment of the state's population, thereby increasing the fiscal pressures on municipal governments to meet demands to expand and maintain infrastructure, to deliver essential services, to provide the amenities that allow for continued quality of life for Tennessee's citizens, and to promote an economic environment that allows Tennessee's businesses and communities to prosper; and,

WHEREAS, these fiscal pressures create the need for recurring dollars to keep pace with this demand and to counteract the effects of inflation; and,

WHEREAS, correcting the provisions which took effect in 2002 will help to offset these fiscal pressures and to provide relief to local taxpayers shouldering the burden of meeting this demand which is associated with generating the sales tax revenues accruing to the state.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Morristown, on behalf of its residents, formally supports the restoration of the historic revenue sharing relationship of recurring state shared sales taxes in order for cities to once again receive 4.6% of all state general fund sales tax revenue. The City Council of the City of Morristown also formally supports the state allowing local governments to receive the local share of sales tax revenues realized by increasing the single article cap in 2002 to collect on items with a purchase price between \$1,600 and \$3,200.

Passed this 15th day of March 2022.

Mayor

ATTEST:

City Administrator, Anthony Cox

RESOLUTION NO. 2022-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRISTOWN, PROVIDING DIRECTION FOR THE USE OF CERTAIN GRANT FUNDS.

WHEREAS, the City of Morristown has received \$4,117,241.50 as a result of the American Rescue Plan Act's State and Local Fiscal Recovery Fund (ARPA and SLFRF) and anticipates receipt of another \$4,117,241.50 on or around May 2022; and

WHEREAS, through the same ARPA and SLFRF source, the State of Tennessee has communicated that an additional \$4,472,853 will be available to the City of Morristown;

WHEREAS, the City of Morristown, as an entitlement community for Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) received an allocation of \$415,976.00 through the Coronavirus Aid, Relief, and Economic Security (CARES) Act;

WHEREAS, each allocation of funds comes with its own limitations on, and regulations for, use; and

WHEREAS, the City Council of the City of Morristown met and discussed parameters of the aforementioned funding sources, various community needs, and project priorities at a City Council retreat January 21 and 22, 2022 and also participated during a Work Session presentation on the same topic on March 1, 2022;

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

SECTION 1. The City Council hereby approves of the prioritization and spending plan as outlined herein.

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

Acknowledgements:

- Projects listed as zero (0) priority are those projects already completed, underway, or fully committed by prior action of the City Council.
- Except as otherwise noted, it is intended that the funds allocated herein fully cover project costs including items such as design and preliminary engineering where applicable.
- Except for projects already completed, figures provided are based on estimates and research done but cannot be guaranteed as prices of goods and services will fluctuate and unforeseeable circumstances may arise in various projects.
- Priority shown is on a per-funding source basis.

Plan of Use:

Project Description	ARPA (Direct Allocation)	ARPA (TDEC Allocation)	CDBG CARES Allocation	Priority	Notes
Transfer of ARPA for match up to 20% of TDEC allocation	\$894,571			1	Assumes a TDEC allocation of \$4,472,853
Public Safety Radio Transition Project	\$2,693,399			0	Project already underway
Downtown Water Line Improvement	\$386,363			0	Project complete
Tyler E-Citation System for Police Dept	\$247,506			1	
City Center Renovation Project	\$799,385			0	Project underway. Includes estimate for construction admin.
Construct a water tank near Exit 12		\$4,000,000		2	
Portable Stage Procurement	\$190,500			3	
Electricity Upgrade along Main Street to better accommodate outdoor events	\$200,000			3	
Electricity Upgrade at the Downtown Green to better accommodate outdoor events	\$120,000			3	
Electricity Upgrade at Farmers Market to better accommodate outdoor events	\$90,000			3	
Roadway Connection from Veterans Pkwy to Landing	\$979,167			0	Engineering work & design underway.
Other street projects (to be determined)	\$1,320,833			2	See project development note
Other stormwater improvement projects (to be determined)		\$1,367,424		1	See project development note
Portable Restroom Unit Procurement to improve social distancing at community events			\$150,000	1	
Parking at upper level of Fulton-Hill Park to support socially distanced recreation			\$265,976	2	
Restroom facility at upper level of Fulton-Hill Park to support socially distanced recreation			\$100,000	3	See project development note

Project Development:

The Plan of Use above provides a remaining balance of \$312,759 in ARPA funds. Should actual costs of projects – based on bids or change orders – be higher than estimated, this balance will be used first to cover any overages. Beyond that contingency, other projects lower in priority, or that have not begun yet, may need to be forfeited in order to successfully complete projects underway.

The Water Tank project is expected to be completed in conjunction with Morristown Utilities acting as a subrecipient, and any overages in that project will come from Morristown Utilities unless other arrangements with the City Council are made.

The parking lot project at Fulton-Hill Park is likely to deplete the CDBG-CARES funds. However, should funding remain, a restroom project at Fulton-Hill may be undertaken as the next priority if funding within CDBG-CARES, ARPA, and other resources be deemed sufficient.

ADOPTED THIS THE 15th DAY OF MARCH 2021.

MAYOR

ATTEST:

CITY ADMINISTRATOR

The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Lori Matthews
DATE: March 15th, 2022
REQUEST: Rezoning Request

Property owner Mike Bunch is asking to rezone his property located at 717 West 5th Street, from its current designation of OMP (Office and Medical Professional) to R-2 (Medium Density Residential). The applicant will be remodeling the existing office on-site into a single family house.

This half-acre property is located across West 5th North Street from (the former) Lakeway Regional Hospital, along the intersection of West 5th North Street with McFarland Street. While several properties in this area are both zoned and used for professional office use, there appears to be more residential housing east of McFarland Street than office use. This being due in large part to the current housing boom and closing of Lakeway Regional Hospital.

RECOMMENDATION:

The Planning Commission at their regular meeting on March 8th voted unanimously to forward the applicant's rezoning request on to City Council for approval. Staff would ask the Planning Commission to forward this request to City Council for approval.



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 # 033M H 01100 000 from Office and Medical Professional (OMP) to Medium Density Residential (R-2), 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:

Beginning at an iron pin in the southern edge of West 5th North Street; thence along said street, North 61 deg. 47 min. East 92.00 feet to an iron pin, corner to property of Eula Harrell; thence along Harrell line (also line of Buford Haun), South 21 deg. 19 min. East 272.00 feet to a steel post; thence South 61 deg. 40 min. West 92.00 feet to an iron pin, corner to Robert Brockwell; thence along Brockwell line North 21 deg. 17 min. East (also along line of Tract I herein and line of Ethel Havelly), 272 feet to the point of BEGINNING, containing 0.51 acre, more or less;

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 OMP (Office and Professional Medical) to R-2 (Medium Density Residential);

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 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 15th day of March, 2022.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 5th day of April, 2022.

Mayor

ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Lori Matthews
DATE: March 15th, 2022
REQUEST: Rezoning Request

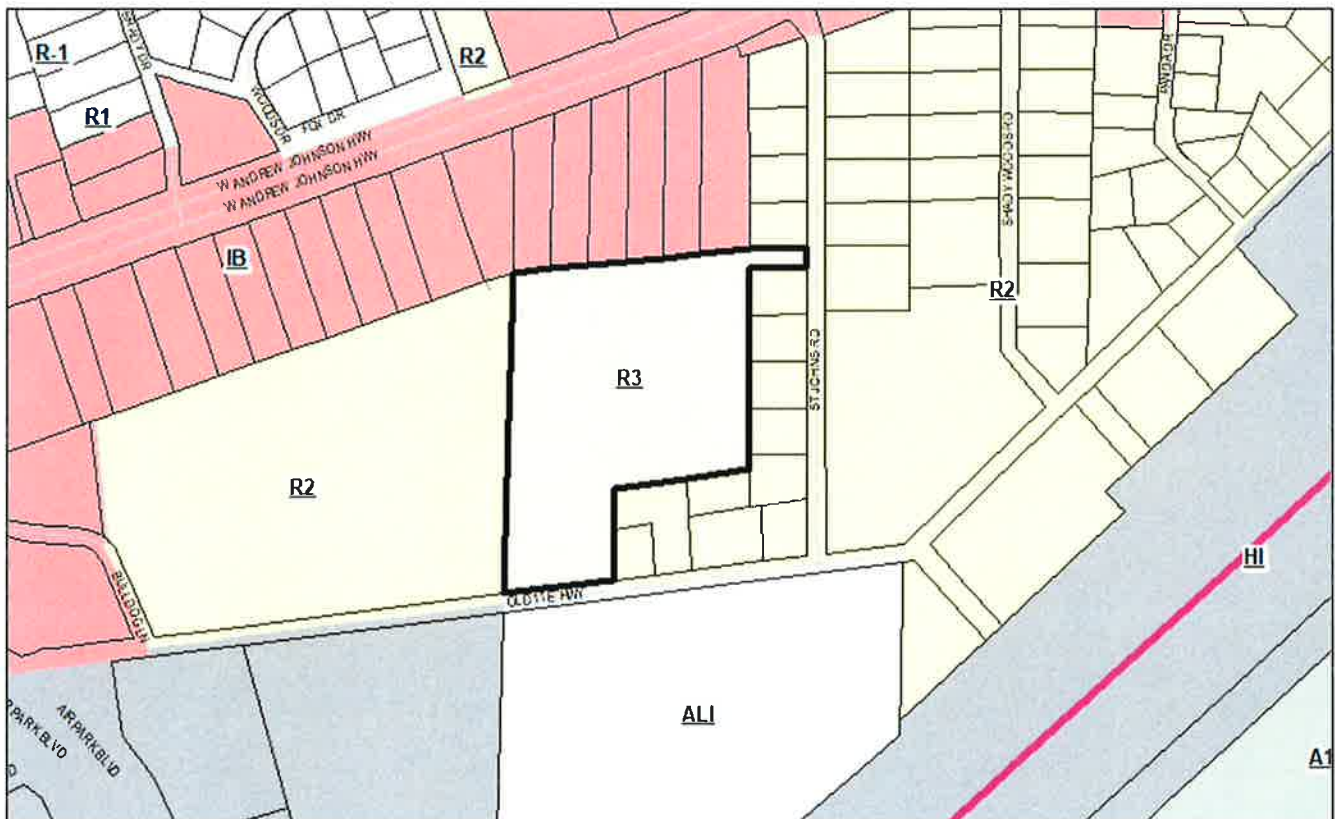
Applicants Derek Wolfe and Nick Lakins seek to change the current zoning designation of their property from that of R-3 (High Density Residential) to RP-1 (Planned Residential).

The property, being 10 acres in size, is located across from the Morristown Regional Airport on the north side of Old 11E Highway, next to Alpha Elementary School. In early 2019, these same applicants had the property rezoned from R-2 (Medium Density Residential) to its current designation of R-3 (High Density Residential). Plans at that time showed 92 units with mostly tri-plex buildings, and 184 parking spaces.

Since that time, the site design has changed somewhat, as have the City's residential district regulations. The site design now shows a total of 96 townhomes with two access points, one at Old 11E Highway and one at St. Johns Road. As there is an increase in the number of units, the plan must still meet all zoning regulations, which have since changed. The City's RP-1 (Planned Residential) District allows construction of zero lot line development, while the City's R-3 District requires 50 foot minimum lot widths. The proposed project will include underground utilities (Morristown Utilities for sanitary sewer and Alpha Talbott for water service) with 2 acres of open space.

RECOMMENDATION:

The Planning Commission at their regular meeting of March 8th voted unanimously to forward the rezoning request on to City Council for approval.



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

{Rezoning of that property as described on a survey entitled West Park Commons, and
recorded in Deedbook LPLAT, Page 20 in Hamblen County, 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 affect the said amendment:

*Being that property described on a survey recorded in Deedbook LPLAT, Page 20, at the Hamblen
County Courthouse;*

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 R-3 (High Density Residential) to RP-1 (Planned Residential);

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 Planned Residential uses only;

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 15th day of March, 2022.

Mayor

ATTEST:

City Administrator

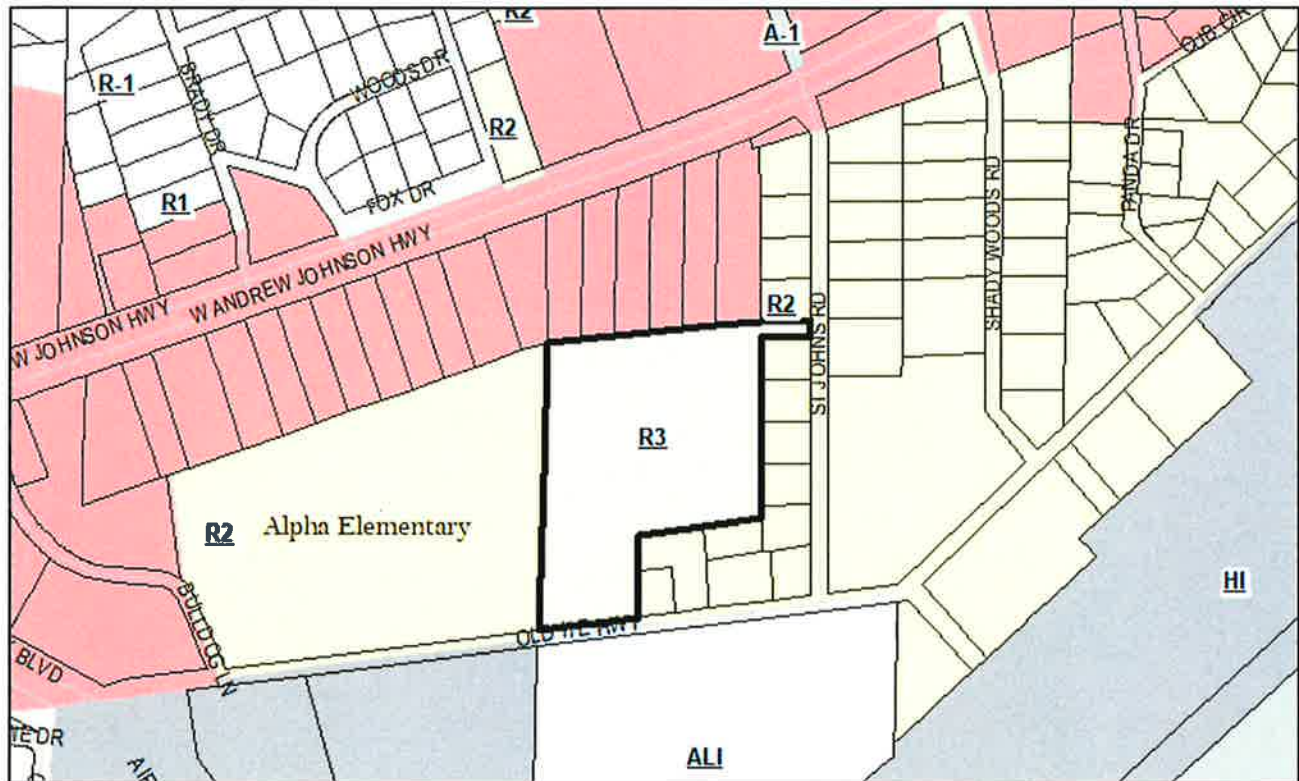
Passed on second and final reading the 5th day of April, 2022.

Mayor

ATTEST:

City Administrator

Exhibit A:



Community Development & Planning



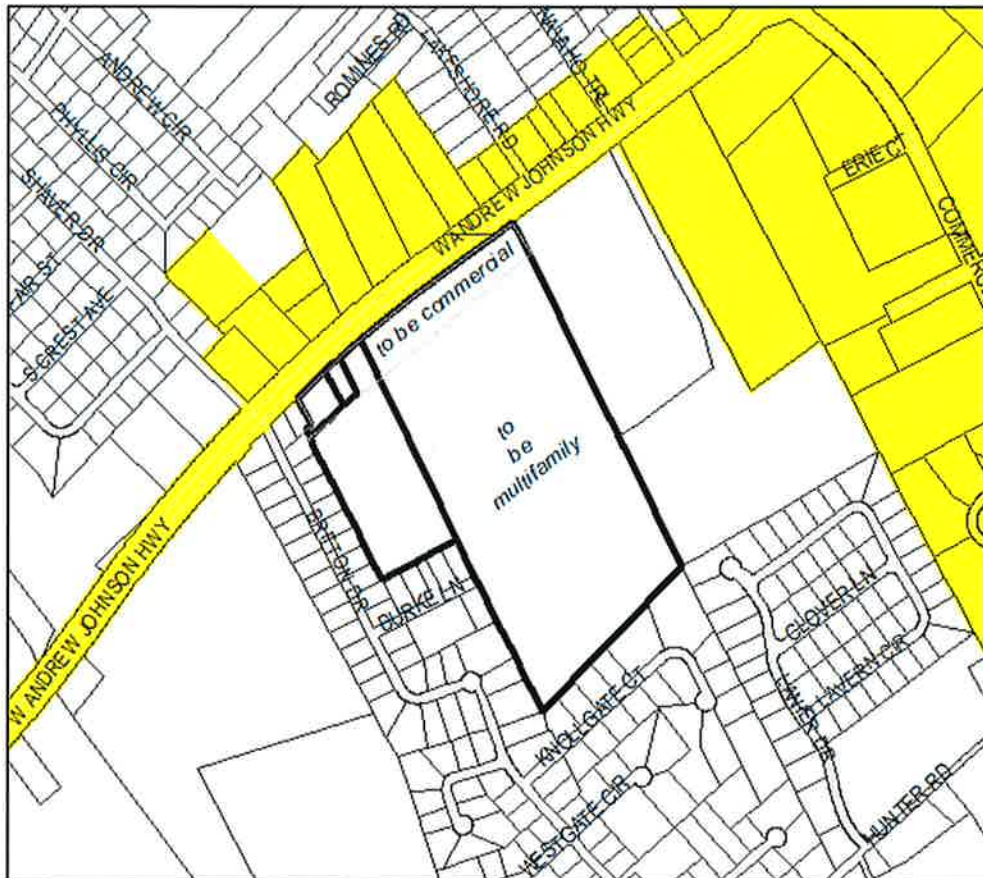
A request from property owner James Guley has been submitted, asking for the annexation of roughly 55 acres of his property located off of West Andrew Johnson Highway, just east of Britton Acres Subdivision. As part of the annexation request, the applicant has asked that, if approved, a portion of the property be zoned Intermediate Business (IB) with the remainder to be zoned R-3 or High Density Residential.

Comprised of (4) four parcels, the subject site is largely vacant, appearing to have been used over time for pasture lands or farming. The largest parcel, 44 acres in size, contains a house and barn. The second largest parcel, at 9 acres in size, currently contains multiple buildings. Also included in the annexation request are two smaller parcels which front West Andrew Johnson Highway.

The applicant wishes to develop the first 300 feet of frontage along West Andrew Johnson Highway south, as commercial, with the remainder to be developed into a apartments. Sanitary sewer and electrical services to be provided by Morristown Utilities, with water services to be provided by Alpha Talbott.

RECOMMENDATION:

As the proposed annexation area is within the City's Urban Growth Boundary area, and, contiguous to current City limits, the Planning Commission voted unanimously to forward the annexation request on to City Council for approval.



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 the following Hamblen County tax parcels: 054C A 001.0, 054C A 001.02,
054C A 001.00 and 054 022.00, as highlighted on Exhibit A;*

Section 1. WHERE AS, 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. WHERE AS, the annexation of such territory is deemed necessary for the welfare of the residents and property owners thereof and the City as a whole;

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

(1) PURSUANT to authority conferred by Section 6-15:102 of the Tennessee Code Annotated, there is hereby annexed to the City of Morristown Tennessee and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries:

Being those Hamblen County tax parcels currently assigned parcel id's, 054C A 001.0, 054C A 001.02, 054C A 001.00 and 054 022.00, all four tax parcels being east of Brittain Drive and fronting West Andrew Johnson Highway, as shown on Exhibit A;

(2) Intermediate Business (IB) zoning shall be applied to all parcels from their northern property line along West Andrew Johnson Highway southward 300 feet; the remaining portion shall be zoned High Density Residential District (R3) 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 15th day of March, 2022.

Mayor

ATTEST:

City Administrator

ATTEST:

City Administrator

The City of Morristown

Community Development & Planning



PLAN OF SERVICES

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF THE FOLLOWING HAMBLLEN COUNTY TAX PARCELS LOCATED ALONG WEST ANDREW JOHNSON HIGHWAY: PARCEL # 054C A 001.01, PARCEL # 054C A 001.02, PARCEL # 054C A 001.00 AND PARCEL # 054 022.00;

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 Hamblen County Parcel ID's #054C A 001.01, #054C A 001. #054C A 001.00 AND #054 022.00, all of which front West Andrew Johnson Highway and are located between Britton Drive and Lakeshore Road, the general location being shown on the attached exhibit A;

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

Police Protection

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

Fire Protection

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

The City of Morristown

Community Development & Planning



Sanitary Sewer Service

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

Electrical Service

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

Refuse Collection

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

Streets

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

Inspection Services

Any inspection services now provided by the City (building, 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.

Miscellaneous

Fibernet will be installed per the current Morristown Utility System policy.

The City of Morristown

Community Development & Planning



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

Passed on this _____ day of _____, 2022.

Mayor

ATTEST:

City Administrator



Morristown City Council Agenda Item Summary

Date: March 15, 2022

Agenda Item:

Prepared By: Larry Clark

Subject: Approval of Contract with Bewley Excavating for Public Work Detention Pond repair.

Background/History: Detention Pond to handle runoff of Public Works.

Findings/Current Activity: Areas in the Detention Pond need to be addressed and repaired. The areas are confined to the Detention Pond.

Financial Impact: Funds budgeted in Storm Water fund for projects.

Action options/Recommendations: Approval of contract of \$66,950.

Attachment: Contract



LDA ENGINEERING

March 8, 2022

Mr. Anthony Cox
City Administrator
City of Morristown
P.O. Box 1499
Morristown, TN 37816-1499

Reference: Repairs at Public Works Detention Pond

Dear Mr. Cox:

Bids for the referenced project were received and opened on March 3, 2022, at 10:00 a.m. at the Morristown Municipal Building. All bids were received sealed and otherwise in proper order. The Bidders with their respective base bids are shown in the attached Certified Bid Tabulation.

Based on our review of the bids and related documentation, we recommend that the contract be awarded to Bewley Excavation of Morristown, Tennessee, in the amount of \$66,950.00.

A copy of original bids, bid bonds, and other documentation submitted are attached for your files, the originals will be forwarded to you. If you have questions or comments concerning this matter, please feel free to contact us.

Sincerely,

Steve Drummer, P.E.

Senior Civil Engineer

Enclosures

City of Morristown, Tennessee
REPAIRS AT PUBLIC WORKS DETENTION POND
Certified Bid Tabulation

Item	Description	Qty.	Unit	Bewlwy Excavation	
				Unit Price	Total Cost
1	Earthwork	400	LS	\$ 80.00	\$ 32,000.00
2	No. 57 Stone	250	EA	\$ 32.00	\$ 8,000.00
3	2" to 12" Open Graded Stone	500	EA	\$ 35.00	\$ 17,500.00
4	Gcofabric	400	LS	\$ 5.00	\$ 2,000.00
5	Erosion Control	1	TN	\$ 2,000.00	\$ 2,000.00
6	Seeding and Final Clean-up	1	TN	\$ 4,500.00	\$ 4,500.00
7	Miscellaneous Stone	50	TN	\$ 19.00	\$ 950.00
		Total		\$ 66,950.00	

I, the undersigned, do hereby certify that the foregoing bid tabulation is true and correct to the best of my knowledge, information, and belief:



John S. Drummer, P.E.



SECTION 00300R

BID FORM

Proposal of BEWLEY EXCAVATION (hereinafter called BIDDER), organized and existing under the laws of the State of TENN doing business as BEWLEY EXCAVATION * to the **City of Morristown** (hereinafter called OWNER).

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work for **Sinkhole Repair at Public Works Detention Pond** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below:

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED and to substantially complete the project within 60 consecutive calendar days thereafter, and fully complete and ready for final payment within 90 days thereafter. BIDDER further agrees to pay as liquidated damages, the amount of \$500.00 per consecutive calendar day after the specified time for substantial completion until the work is substantially complete.


BIDDER acknowledges receipt of the following ADDENDA:

ADDENDUM 1.0

BIDDER understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

* Insert "a corporation", "a partnership", or "an individual" as applicable.

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of ninety (90)

BY: **JIM BEWLEY** ^(Bidder)
 _(Signature)

OWNER

_(Title)

2630 S. DAVY CROCKETT PKWY 37813

_(Business Address and Zip Code)

22744

_(Tennessee License Number)

423-736-7166

_(Phone)

_(Fax)

bewleyx@gmail.com

_(Email)

**(SEAL - if bid is by a
Corporation)**

**NOTE: BID MUST BE SIGNED TO BE CONSIDERED.
SEE SECTION 00100 – ARTICLE 15 FOR BID SUBMITTAL REQUIREMENTS.

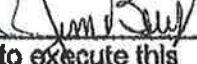
DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF HAMBLEN

The undersigned, principal officer of BEWLEY EXCAVATION less than 5 employees
an employer of five (5) or more employees contracting with

BEWLEY EXCAVATION to provide construction services, hereby states under
oath as follows:

1. The undersigned is a principal officer of Bewley Excavation  (Hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the Tennessee Code Annotated.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affidavit saith not.

Principal Officer

STATE OF Tennessee

COUNTY OF Hamblen

Before me personally appeared Jim Bewley
with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 25th day of February, 2022.

Notary Public

My commission expires: June 3, 2023



BID BONDBIDDER (Name and Address):BEWLEY EXCAVATION2630 S. DAVY CROCKETT PARKWAYMORRISTOWN, TN 37813SURETY (Name and Address of Principal Place of Business):MERCHANTS NATIONAL BONDING, INC.PO BOX 14498DES MOINES, IA 50306OWNER (Name and Address):CITY OF MORRISTOWN, TN100 WEST FIRST NORTH STREETMORRISTOWN, TN 37814BIDBID DUE DATE: MARCH 3, 2022PROJECT (Brief Description Including Location):SINKHOLE REPAIR AT PUBLIC WORKS DETENTION PONDBONDBOND NUMBER: N/ADATE: (Not later than Bid Due Date): MARCH 3, 2022PENAL SUM: FIVE PERCENT OF AMOUNT BID (5%)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized office, agent, or representative.

BIDDERBEWLEY EXCAVATION

(Seal)

Bidder's Name and Corporate Seal

By: Jim Bewley, Owner

Signature and Title

JIM BEWLEY, OWNER

Attest: Rhonda Bean

Signature and Title

SURETYMERCHANTS NATIONAL BONDING, INC. (Seal)

Surety's Name and Corporate Seal

By: Sue J Hill

Signature and Title

(Attach Power of Attorney)

Attest: Rhonda Bean

Signature and Title

RHONDA BEAN

- Note: (1) Above addresses are to be used for giving required notice.
 (2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to bidder and surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Aaron R Jensen; Alexander C Shafer; Christie Swinney; Christina Addington; Connie S Pendleton; Jason E Tallent; Rhonda Bean; Sue J Hill

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2021



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3 day of MARCH, 2022.



William Warner Jr.

Secretary

POA 0018 (1/20)

ADDENDUM NUMBER 1

**CITY OF MORRISTOWN
SINKHOLE REPAIR AT PUBLIC WORKS DETENTION POND
MRC295**

**TO: ALL INTERESTED PARTIES CONCERNING THE BID DOCUMENTS FOR THE
CITY OF MORRISTOWN SINKHOLE REPAIR AT PUBLIC WORKS DETENTION
POND:**

ITEM I: Question submitted: *"Will rock removal be required to a uniform 4' depth?"*

Answer: No, rock will need to be removed to a depth necessary to place the layers of stone and geofabric. Rock can be left in place above the stone so long as stone can be place without leaving voids

ITEM II: Question submitted: *"Can #4 clean stone be used for the 2" stone?"*

Answer: Yes.

ITEM III: Question submitted: *"Can TDOT rip-rap be used for the 12" stone?"*

Answer: Yes, only if the maximum size is 12".

ITEM IV: Question submitted: *"What type of geofabric is to be used.?"*

Answer: Propex Geotex 801 or equal.

**THIS ADDENDUM SHALL BECOME A PART OF THE PROJECT MANUAL AND HAVE
FULL EFFECT AS IF SUBMITTED WITH THE ORIGINAL DOCUMENTS.**

February 28, 2022

Date



Morristown City Council Agenda Item Summary

Date: 3-10-22

Agenda Item:

Prepared by: Michael Poteet

Subject: Change order for City Hall Interior Renovations

Background / History: This contract was for City Center Interior Renovations performed by Leon Williams Contractors, Inc. This is the 2nd change order for the project.

Findings / Current Activity: Change order is for an increase in size of the ammo storage room, water supply upstairs to the police wing, and an increase in the pictogram sign size to meet code.

Financial Impact: Increase in costs of \$18,478.00. This will be paid from ARPA Funds.

Action options / Recommendations: Approve Change Order

Attachments: Change Order



Change Order

PROJECT: City Hall Interior Renovations 100 West 1st North Street Morristown, TN 37814	CHANGE ORDER NUMBER: 2 DATE:
CONTRACTOR: Leon Williams Contractors, LLC 337 Whitecrest Drive Maryville, TN 37801	ARCHITECT'S PROJECT NUMBER: 20095 CONTRACT DATE: 12/22/2021 CONTRACT FOR: General Construction

THE CONTRACT IS CHANGES AS FOLLOWS:

COR 6 - Ammo Storage Changes required to expand room approximately 60sf including: Additional metal stud framing and ceiling joists Additional sheetrock for rated wall and gypsum ceiling Additional fireproofing to achieve 3-hr rating on first and second floor Modification of existing ductwork as required	15,986.00
COR 7 - Install water supply for coffee brewer at Copy 275 including: Install isolation valve in existing supply and run 1/2" copper line to new ice maker box. Test and insulate new water line. Install access panel at valve (if required).	2,300.00
COR 8 - Sign Type H change Including: Increase size or (3) signs to 11.5"x8.5" in order to meet code for pictogram.	192.00

The original Contract Sum was	\$	742,200.00
The net change by previously authorized Change Orders	\$	22,685.00
The Contract Sum prior to this Change Order was	\$	764,885.00
The Contract Sum will be changed by this Change Order in the amount of	\$	18,478.00
The new Contract Sum including this Change Order will be	\$	783,363.00

The Contract time will be **increased** by **fourteen (14)** days.
The new Date of Substantial Completion will be **October 12, 2022**.

Leon Williams Contractors, LLC
337 Whitecrest Drive
Maryville, TN 37801
CONTRACTOR

Design Innovation Architects, Inc.
402 S. Gay Street, Suite 201
Knoxville, TN 37902
ARCHITECT

City of Morristown, TN
100 West First North Street
Morristown, TN 37814
OWNER


BY (Signature)

Jimmy Hawkins
(Typed Name)

3/10/2022
DATE


BY (Signature)

RICHARD NORRIS
(Typed Name)

3.10.2022
DATE

BY (Signature)

(Typed Name)

DATE



Morristown City Council Agenda Item Summary

Date: March 15, 2022

Agenda Item: Acknowledge the receipt of bids for the Installed Fitness Equipment project and accept the bid from Fitness and Exercise Solutions LLC in the amount of \$251,525, including warranties referenced in the recommendation from SFM, as the lowest and best bid and authorize a purchase order for the same.

Prepared By: Andrew Ellard

Subject: Fitness equipment for the Landing

Background: Recommendation comes jointly from BurWil as the city's construction manager and from SFC, who is contracted to support the city in the purchasing of certain furniture, fixtures, and equipment. The City Purchasing Department supports the recommendation.

Findings/Current Activity: Delivery to be coordinated with BurWil. Likely to occur in November.

Financial Impact: \$251,525.00, which will be applied to overall Landing project costs. This is well below the earlier anticipated budget of \$400,000 for these items.

Action options/Recommendations: Acknowledge bids received (bid tab/recommendation); Accept/award the bid to Fitness and Exercise Solutions LLC with updated warranty information; Authorize purchase order/contract.

Attachment: Recommendation (also serves as the bid tab) from BurWil and SFC.

Mr. Cox,

BurWil Construction, the construction manager, and Sports Facilities Company (SFC), the facility operator, present the following information and recommendation to award the fitness equipment hardware contract to Fitness and Exercise Solutions in the lump sum amount of \$251,525. The City of Morristown solicited sealed proposals for the design, furnishing, and installation of fitness equipment for the Morristown Community Center, now known as Morristown Landing. There were three responses that were received. The low bid (Fitness and Exercise Solutions using Freemotion and Life Fitness equipment) has some warranty areas that were less than our basis of design (Webster's Fitness using Matrix equipment). Fitness and Exercise Solutions agreed to meet all the warranty durations listed below.

1. Fitness and Exercise Solutions- \$251,525
2. Innovative Fitness- \$285,805.61 (includes a \$18,879.61 container fee that may not be needed)
3. Webster's Fitness- \$296,910

All proposals were under the budget set for this scope of \$400,000.

Warranty Comparison

Cardio

	Frame	Motor	Parts	Labor	Wear Items	Digital Console
Matrix	7yr	Lifetime	5yr	5yr	6mo	3yr
Freemotion	7yr	Lifetime	5yr	5yr	6mo	3yr

Strength

	Frame	Weight Stacks	Pulleys	Bearings	Labor	Upholstery	Cables	Grips	Not Specified (*This should include electronics since they are not mentioned specifically)
Matrix	10yr	5yr	5yr	5yr	5yr	1yr	1yr	1yr	3yr
Life Fitness	10yr	5yr	5yr	5yr	5yr	1yr	1yr	1yr	3yr

Tony Pettit

Manager of Knoxville Operations
Burwil Construction Company, Inc.

Mike Mays

Project Manager
Sports Facilities Companies



Morristown City Council Agenda Item Summary

Date: March 15, 2022

Agenda Item: Approve a one (1) year contract extension for certain turf management and mowing services with Oak View Landscaping & Lawn Care in the amount of \$158,800.

Prepared By: Andrew Ellard

Subject: Turf Management & Mowing

Background: The existing contract was approved March 17, 2021 following a RFP for the services, which allowed for a one-year extension.

Findings/Current Activity: The vendor has continued to perform satisfactory service.

Financial Impact: Payment terms remain \$13,233.34 per month.

Action options/Recommendations: Approve contract extension and purchase order for the same.

Attachment: Draft contract extension.

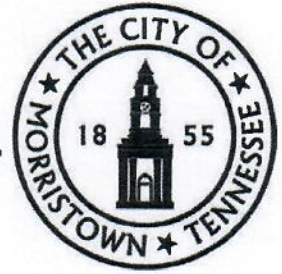


Contractor Agreement

THIS AGREEMENT is established by exercising the optional one-year extension authorized in the original agreement dated March 17, 2021 between **Oak View Landscaping & Lawn Care** hereinafter called the Contractor and **City of Morristown**, hereinafter called the Client, for a **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 18, 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 \$158,800.00 for the following locations:
 - City Hall Lawn
 - Farmers Market
 - Fulton-Hill Park
 - Durham Landing
2. **Term of Agreement:** This agreement shall remain in effect until December 31, 2022.
3. **Termination of Agreement:** In the event 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.



5. **Price Adjustments:** No price adjustments are established with this 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: _____	Contractor: <u>Oak View Landscaping</u>
Authorized Signature _____	Authorized Signature <u>Todd Hemminger</u>
Print Name _____	Print Name <u>Todd Hemminger</u>
Title _____	Title <u>Owner</u>
Date _____	Date <u>3-11-22</u>

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.

SPECIFICATIONS ATTACHMENT
TURF MANAGEMENT AND MOWING PROGRAM

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.



Morristown City Council Agenda Item Summary

Date: March 15, 2022

Agenda Item: Approve a one (1) year contract extension for certain turf management and mowing services with Tennessee Turf Masters in the amount of \$109,806.

Prepared By: Andrew Ellard

Subject: Turf Management & Mowing

Background: The existing contract was approved March 17, 2021 following a RFP for the services, which allowed for a one-year extension.

Findings/Current Activity: The vendor has continued to perform satisfactory service.

Financial Impact: Payment terms remain \$9,150.50 per month.

Action options/Recommendations: Approve contract extension and purchase order for the same.

Attachment: Draft contract extension.



This agreement is established by exercising the optional one-year extension authorized in the original agreement dated February 18, 2021, between Tennessee Turf Masters (CH#4445) (hereafter referred to as Contractor) and the City of Morristown (hereafter referred to as Client) is subject to the following conditions, the same being extended from the original agreement for one additional year:

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 \$109,806.00.
2. **Term of Agreement.** This agreement shall be in effect for 12 months terminating on December 31, 2022. At the end of this 12-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 \$9,150.50 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 15 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 January 1, 2022 to December 31, 2022. 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 January 1, 2022.
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

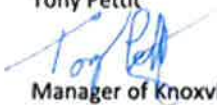
69	Liberty Hill Rd	3 passes, sidewalk & fields	Biweekly	Trim
70	W Morris Blvd	Above Arby's on overpass	Biweekly	Mow/Trim
71	W 1st North St at Peavine Aly	Bank/Corner	Biweekly	Mow/Trim
72	Durham Lndg	Both sides of road and median/roundabout	Biweekly	Mow/Trim

Mr. Cox,

BurWil Construction, the construction manager, and Sports Facilities Company (SFC), the facility operator, present the following information and recommendation to award the airplane wrap contract to Morristown Signs in the lump sum amount of \$9,850. The City of Morristown solicited sealed proposals for the decorative wrap of a Mooney M20E airplane for the Morristown Community Center, now known as Morristown Landing. Morristown Signs and Ahlsome Design Concepts were the only responses that were received.

1. Morristown Signs- \$9,850
2. Ahlsome Design Concepts- \$20,000

Tony Pettit



Manager of Knoxville Operations
Burwil Construction Company, Inc.

Mike Mays



Project Manager
Sports Facilities Companies

Inspection and Maintenance Agreement

(I&M Agreement)

City of Morristown, TN

100 West 1st North Street

Morristown, TN 37814

(423) 581-0100

Inspection and Maintenance Agreement (I&M Agreement)

THIS AGREEMENT, made and entered into this 8th day of MARCH, 2022, by and between BJH Properties LLC hereinafter called the "Landowner", and
(Insert Full Name of Owner)
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as 1413 S Cumberland
Morristown TN 37813 as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book 1916 Page 739, hereafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Subdivision known as Grove Wood
(Name of Plan/Development)

hereafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, agree that the health, safety and welfare of the residents of the City of Morristown, Tennessee, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management/BMP facilities, as shown on the Plan, be constructed and adequately maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management/BMP facilities shall be constructed by the Landowner, its successors, and assigns, in accordance with the plans and specifications identified in the Plan and shall, upon construction completion, be certified as such by the Plan's Engineer of Record.
2. The Landowner, its successors, and assigns, shall adequately maintain the stormwater management/BMP facilities as outlined in the Plan and contained within the Landowner's property. This includes all pipes and channels built to convey stormwater to and from the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition, so that these facilities

are performing their design functions. Those maintenance procedures outlined in the Plan and the City's approved BMP guidelines shall be practiced at a minimum. Common maintenance shall include the removal of debris (leaves, lawn clippings, sticks, etc.) and trash after rainfall events, checking outlet structures for clogging and cleaning, as necessary, repairing erosive areas promptly upon observation, and removing accumulated sediment.

3. The Landowner, its successors, and assigns, shall inspect the stormwater management/BMP facility and report to the City Engineer if any major repairs (i.e. structural) are necessary. The purpose of the inspection and reporting is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc and shall be performed at such times and such manner as to accomplish these objectives.
4. The Landowner, its successors, and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans or in the City's BMP guidelines, the Landowner, its successors, and assigns, shall adhere to the schedule.
5. The Landowner, its successors, and assigns, hereby grant an easement to the City, its authorized agents, and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The purpose of inspection may be to check the facility for proper functioning, to follow-up on reported deficiencies or repairs, to respond to citizen complaints, and/or to check for any other reasons the City deems necessary. If problems are observed, the City shall provide the Landowner, its successors, and assigns, copies of the inspection findings and a directive to commence with the repairs within a specified timeframe.
6. In the event the Landowner, its successors, and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the City, the City may enter upon the Property and take the steps necessary to correct deficiencies identified in the inspection report. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner, outside of the easement, for the stormwater management/BMP facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
7. In the event the City, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors, and assigns, shall reimburse the City upon demand, within sixty (60) days of receipt thereof, for two hundred percent (200%) of all actual costs incurred by the City hereunder.
8. If the Landowner fails to pay the City for two hundred percent (200%) of their incurred expenses within sixty (60) days of receipt of written notice, the Landowner authorizes the City to place a lien against the property in an amount equal to two hundred percent (200%) of said expenses.
9. If the Landowner fails to reimburse the City, as described above, the Landowner further authorizes the City to collect said expenses from the Landowner through other appropriate legal action, with the Landowner to be liable for the reasonable costs of collection, court costs, and attorney fees.

10. This Agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.
11. This Agreement shall be recorded among the land records of Hamblen County, Tennessee, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interest.

WITNESS the following signatures and seals:

BTH Properties LLC
Company/Corporation/Partnership Name (Seal)

By: [Signature]
BJ Kramps
(Type Name)

MANNING m62
(Type Title)

State of TN

County of Hamblen

The foregoing Agreement was acknowledged before me this 8th day of March, 2022.

by [Signature]
Notary Public

My Commission Expires _____



Approved as to form:

Approved by the City:

City Attorney

Date

Mayor

Date

The City of Morristown

Morristown Police Department



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger D. Overholt *RDO*

Date: March 10, 2022

Re: Promotions

I am requesting to make one promotion in the detective division for Detective at the March 15th council meeting. This position is to backfill one current vacancy.

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

Thank you.

CIVIL SERVICE BOARD

P.O. BOX 1499 * MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - DETECTIVE

UPDATED OCTOBER 13, 2020 TO REFLECT **PROMOTIONS** AND/OR CORRECTIONS

	NAME	EXPIRES
1	Matt Johnson	2/28/2022
2	Matt Webb	2/28/2022
3	Derrick Johnson	2/28/2021
4	David Griffith	2/28/2021
5	Andrew Wice	2/28/2022

NO LONGER
CURRENT

Active at time
of vacancy


Mike Minnich, Vice-Chairman

13 Oct 20
Date

The City of Morristown

Memorandum

From the Fire Department



TO: Mayor Gary Chesney
City Council

FROM: Chief Clark Taylor

DATE: March 15, 2022

RE: Request to Uphold Separation

I am requesting that council uphold a separation of employment within the fire department. The employee is unable to perform essential duties of his position due to several medical issues.

Thank you,
Clark Taylor
Fire Chief