

WORK SESSION
April 18, 2023
4:00 p.m.

1. Agenda Review and Citizen Forum

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
April 18, 2023
5:00 p.m.

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Captain Charles Letterman, Morristown Police Dept. Master Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **ADOPTION OF AGENDA**

6. **PROCLAMATIONS/PRESENTATIONS**

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

8. **APPROVAL OF MINUTES**

1. April 4, 2023

9. **OLD BUSINESS**

- 9-a. **Public Hearings & Adoption of Ordinances/Resolutions**

10. **NEW BUSINESS**

- 10-a. **Resolutions**

10-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
Entitled an Ordinance to Annex certain territory and to incorporate same within the corporate boundaries of the city of Morristown, Tennessee. Annexation of property being Lots 31 and 32 of Property of Mrs. Rinda J. Stubblefield as shown by plat of same in Plat Cabinet B, Slide 106 (formerly PlatBook2, page 114) in the Registers Office of Hamblen County, Tennessee.
{Public Hearing Date May 2, 2023}
2. Ordinance No. _____
Entitled an Ordinance to amend the municipal code of the city of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID #'s 032047E C 01400 and 032047E C 00804 (located on Collinson Ford Road) from IB (Intermediate Business District) to R-2 (Medium Density Residential District).
{Public Hearing Date May 2, 2023}

10-c. Awarding of Bids/Contracts

1. Approve Change Order No. 1 to the contract with Motorola Solutions to de-scope certain services from the Public Safety Radio project.
2. Approve MCC SFM, LLC, acting as the City's agent at the Morristown Landing, to enter into a Sponsorship Agreement with Morristown Utilities.
3. Acknowledge the receipt of proposals for Audio Visual and Production services and reject all proposals.
4. Approve the quote from Bryx, Inc and authorize the Fire Department to purchase of a Station Alerting System via a Savvik Cooperative Purchasing Agreement totaling \$205,000.00 (which includes equipment, installation, software, maintenance and service), with a recurring annual total of \$15,000 for 24/7/365 maintenance and service.
5. Accept the quote from Axon Enterprise, Inc and authorize the City Administrator to enter into a 63-month agreement with Axon Enterprise to provide body worn camera equipment, software, and cloud storage for the Police Department via a Sourcewell Cooperative Purchasing Agreement totaling \$441,863.59.
6. Accept the quote from Recreonics and authorize staff to make a one-time purchase of a WIBIT Fitness track to include accessories for the Morristown Landing Recreation and Event's Center via sole source, totaling \$17,499.00.

7. Accept the bid for the replacement and installation of Talley Ward Recreational Center windows, award the bid to Holston Glass Company, and authorize the City Administrator to enter into an agreement with Holston Glass Company not to exceed \$68,228.00.
8. Accept the bid for the Talley Ward Recreational Center sewer repair, award the bid to King General Contractors, Inc. and authorize the City Administrator to enter into an agreement with King General Contractors, Inc. totaling \$96,103.80.
9. Approval of Surplus (Retirement) of one Police Department K-9.

10-d. Board/Commission Appointments

1. City Council appointment(s) or reappointment(s) to the Construction Board of Adjustments, Appeals and Examiners for a three (3) year term to expire May 1, 2026; terms expiring Tim Dyke, Jerry Burke and Kevin Rogers.
2. City Council appointment to the Construction Board of Adjustments, Appeals and Examiners to fill the unexpired term of Robert T. Russell; term expiring May 1, 2025.

10-e. New Issues

1. Approval to name the new connector road between Durham Landing and Veterans Parkway as “Evelyn Johnson Way” in recognition of Evelyn Stone Bryan Johnson.

11. CITY ADMINISTRATOR’S REPORT

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

**WORK SESSION
April 18, 2023**

1. Sidewalk Clings for Child Abuse Prevention Month and Sexual Assault Awareness Month – McNabb Center

City Council Meeting/Holiday Schedule.

May 2, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
May 2, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 8, 2023	Monday	5:00 p.m.	Sine Die Council Meeting
May 16, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
May 16, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 29, 2023	Monday		City Center Closed – Observance of Memorial Day
June 6, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
June 6, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
June 6, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
June 20, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
June 20, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 4, 2023	Tuesday		City Center Closed – Observance of Independence Day
July 6, 2023	Thursday	4:00 p.m.	Council Agenda Review & Citizen Forum
July 6, 2023	Thursday	5:00 p.m.	Regular City Council Meeting with Work Session
July 20, 2023	Thursday	4:00 p.m.	Council Agenda Review & Citizen Forum
July 20, 2023	Thursday	5:00 p.m.	Regular City Council Meeting with Work Session
August 1, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
August 1, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
August 1, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 15, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
August 15, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 4, 2023	Monday		City Center Closed – Observance of Labor Day
September 5, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
September 5, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 19, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
September 19, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 3, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
October 3, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
October 3, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 17, 20223	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
October 17, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 7, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
November 7, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 21, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
November 21, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 23-24, 2023	Thurs/Fri		City Center Closed – Observance of Thanksgiving Holiday
December 5, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
December 5, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
December 5, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 19, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
December 19, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 25, 2023	Monday		City Employee's Holiday – Observance of Christmas Day

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
April 4, 2023**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, April 4, 2023, 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.

Robert Montgomery, Morristown Fire Dept. Chaplain led in the invocation. Councilmember A'Hearn led the "Pledge of Allegiance".

Councilmember Pedigo made a motion to remove from Agenda Item 10c5 "Authorizing the purchase of three parcels known as 112 West 2nd North Street" and replace it with "Approval of a Phase 2 Environmental Assessment for the three parcels known as 112 West 2nd North Street with GEOS Services, LLC in an amount not to exceed \$20,475.00." Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to adopt the April 4, 2023 agenda as amended. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided. No one spoke.

Councilmember A'Hearn made a motion to approve the March 21, 2023 minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Resolution No. 2023-03. No one spoke.

Councilmember Smith made a motion to approve Resolution No. 2023-03 Plan of Services. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

**Resolution No. 2023-03 Plan of Services
Resolution adopting a Plan of Services for the annexation of
property located off of Morelock Road, Hamblen County Parcel
Id # 025 15900 000, Morristown, TN.**

A Public Hearing was held relating to Ordinance No. 4738. Lea Hyder and Adam Haynes spoke.

Councilmember A'Hearn made a motion to approve Ordinance No. 4738 on second and final reading. Councilmember Garrett seconded the motion and upon roll call; all voted "aye."

Ordinance No. 4738

Entitled an Ordinance to Annex certain territory and to incorporate same within the corporate boundaries of the city of Morristown, Tennessee. Annexation of property currently located along either side of Morelock Road, having been assigned Hamblen County Parcel ID # 025 15900 000.

A Public Hearing was held relating to Ordinance No. 4739. No one spoke.

Councilmember Senter made a motion to approve Ordinance No. 4739 on second and final reading. Councilmember Garrett seconded the motion and upon roll call; all voted "aye."

Ordinance No. 4739

Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Lots 1-12, Block 7 and Lots 1-12, Block 8 as shown on the Map (plat B, page 55) of the Hoyt Addition belonging to W.E. Hodges and Geo. O. Barnard, recorded in Hamblen County from LI (Light Industrial) to R-2 (Medium Density) East 13th North Street and Macarthur Streets.

A Public Hearing was held relating to Ordinance No. 4740. No one spoke.

Councilmember Bivens made a motion to approve Ordinance No. 4740 on second and final reading. Councilmember Garrett seconded the motion and upon roll call; all voted "aye."

Ordinance No. 4740

Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 032041 01005 from LI (Light Industrial District) to HI (Heavy Industrial District), S. Sugar Hollow Road.

A Public Hearing was held relating to Ordinance No. 4741. No one spoke.

Councilmember Bivens made a motion to approve Ordinance No. 4741 on second and final reading. Councilmember Garrett seconded the motion and upon roll call; all voted "aye."

Ordinance No. 4741

Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 032034 02204 from IB (Intermediate Business) to R-3 (High Density Residential District) Thompson Creek Road.

A Public Hearing was held relating to Ordinance No. 4742. No one spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 4742 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted “aye.”

Ordinance No. 4742

Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 13 (Property Maintenance Regulations), of the Morristown Municipal Code.

Councilmember Bivens made a motion to approve Resolution No. 2023-04. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Resolution No. 2023-04

A Resolution authorizing The City of Morristown to join the State of Tennessee and other local governments in amending the Tennessee State- Subdivision Opioid Abatement Agreement and approving the related settlement agreements.

Councilmember Senter made a motion to approve Change Order No. 1 with Mitch Cox Construction for the Thompson Creek Road Construction, Phase 1 in the amount of \$945,364.75. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to approve the purchase of ten (10) granite markers in an amount of \$3,999. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve Amendment No. 2 to the Multi Modal Access Grant Contract with the State of Tennessee Department of Transportation (TDOT) for various sidewalk improvements along SR-34 from Hampton West Boulevard to Terrace Lane (PIN 128609) extending the completion date of project to September 30, 2024. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve Amendment No. 1 to Work Authorization No. 2 for Goodwyn Mills Cawood adjusting the scope of services for design and bid phases for taxilane extension to facilitate development at the southwest end of the airport property, an increase of \$17,288. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember A'Hearn made a motion to approve a Phase 2 Environmental Assessment for the three parcels known as 112 West 2nd North Street with GEOS in an amount not to exceed \$20,475.00. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to authorize the procurement of Engineering Services from LDA Engineering for Stormwater projects that need to be performed in FY23 in an amount not to exceed \$40,000.00. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to acknowledge the receipt of bids for Getac Notebook Computers and vehicle adapters, accept the bid from SOS Computers LLC (dba Technology Express) as the best and lowest bid; authorize the one-time purchase of nine (9) GETAC Computers and vehicle adapters totaling \$19,910.07. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to hire Bradley Gilbert as a Reserve Officer for the Morristown Police Department. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Gary Chesney adjourned the April 4, 2023, Morristown City Council meeting at 5:39 p.m.

Mayor

Attest:

City Administrator

The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Lori Matthews
DATE: April 18th, 2023
REQUEST: Annexation Request

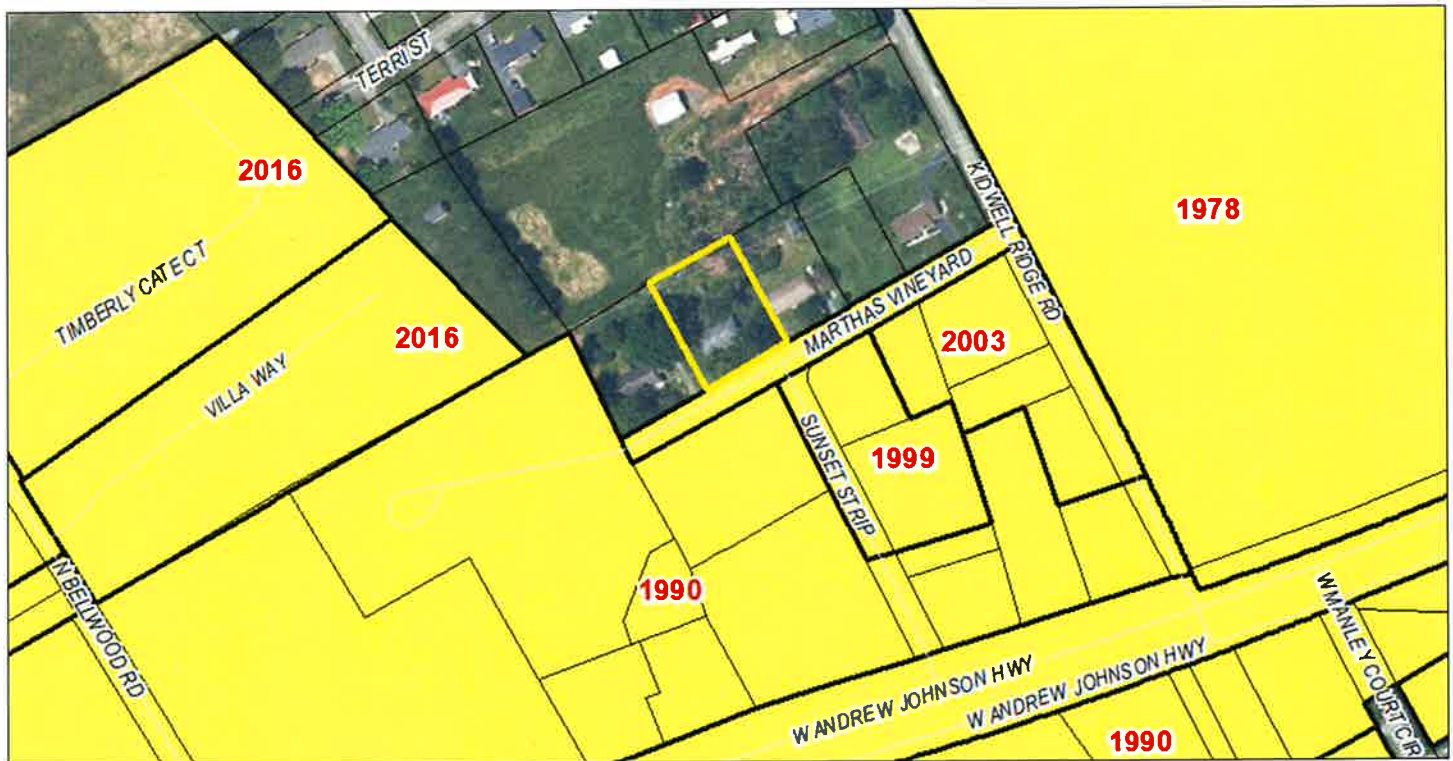
Staff has received a request for annexation of 4126 Martha's Vineyard, a single-family residential lot, into the corporate limits of the City of Morristown property owner Vinodrai Patel. The property, part of the Stubblefield Property Subdivision, originally platted in 1955, is located just off of West Andrew Johnson Highway, east of the Honda Dealership.

Housing within this subdivision was built in the early 1960's using underground waste disposal (septic) systems. As can happen with these older systems, they can begin to deteriorate and fail, and be quite costly to replace. As there is already sanitary sewer and water service (provided by Morristown Utilities) along Martha's Vineyard, and, Mr. Patel's property is within the Urban Growth Boundary area, and contiguous with existing City limits, this request is fully supported by Staff. Staff has also sent letters to several of the adjoining lots to peak any interest the neighbors may have in being annexed into the City, specifically those who may be experiencing faulty septic systems.

Along with sanitary sewer and water service, Morristown Utilities will be providing electrical service as well, and, can provide fiber service should the applicant request it.

RECOMMENDATION:

The Planning Commission at their April 11th meeting voted to forward this request and plan of services on to City Council for approval.



Graphic shows subject location and surrounding City boundary with annexation year in red

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

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

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

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

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

Being Lots 31 and 32 of Property of Mrs. Rinda J. Stubblefield as shown by plat of same in Plat Cabinet B, Slide 106 (formerly PlatBook2, page 114) in the Registers Office of Hamblen County, Tennessee;

(2) Medium Density Residential District (R2) zoning shall be applied upon adoption of the annexation area.

(3) This Ordinance shall become operative as provided for in Chapter 113, The 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 18th day of April 2023.

Mayor

ATTEST:

City Administrator

ATTEST:

City Administrator

Mayor

PLAN OF SERVICES

RESOLUTION NO. _____

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF 4126 MARTHAS VINEYARD.

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 Lots 31 & 32 of the Rinda J. Stubblefield plat, currently addressed as 4126 Marthas Vineyard, 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.

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.

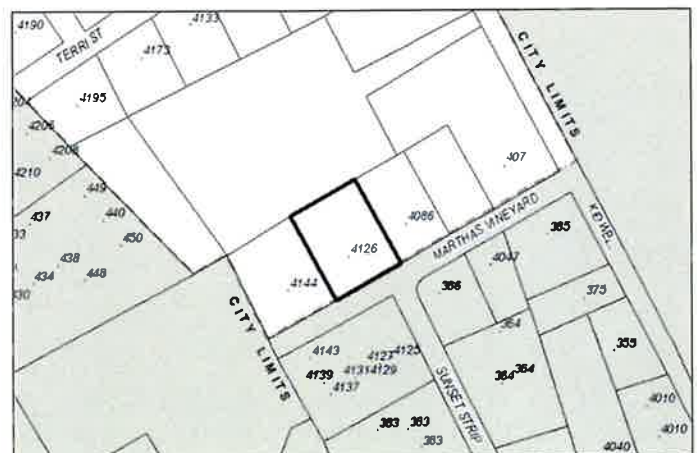
Section II. This Resolution shall become effective from and after its adoption.

Passed on this _____ day of _____, 2023.

Mayor

ATTEST:

City Administrator



The City of Morristown

Community Development & Planning

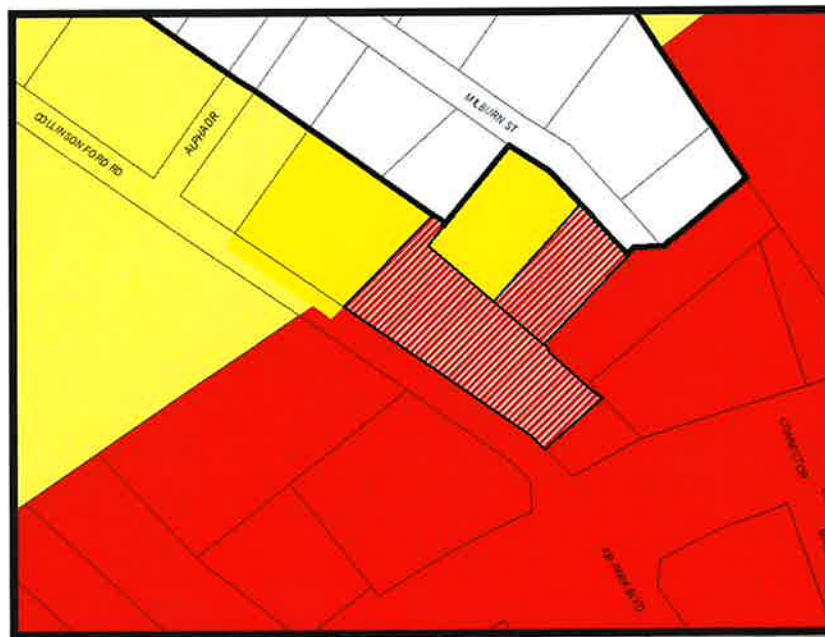


TO: Morristown City Council
FROM: Josh Cole, Senior Planner
DATE: April 18th, 2023
SUBJECT: Rezoning Request from IB to R-2
Collinson Ford Road

BACKGROUND:

Staff has received a request from the property owner, Jackson Properties & Rentals LLC, to rezone two parcels located on Collinson Ford Road from IB (Intermediate Business District) to R-2 (Medium Density Residential District). The subject parcels contain multifamily residential buildings which means that it is currently a non-conforming use because the IB district only allows residential uses above the ground floor of commercial buildings.

The subject parcels have R-2 zoning to the north and east with both containing residential uses, IB to the south and east with a hotel and commercial property, and IB property is also to the west across Collinson Ford Road containing additional commercial uses.



RECOMMENDATION:

As noted above, the two parcels are zoned IB but contain residential uses and they are surrounded by similar uses to the north. Thus, staff recommends the rezoning to R-2 and Planning Commission voted in support of this request by a 9-0 margin.

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 #'s 032047E C 01400 and 032047E C 00804
from IB (Intermediate Business District) to R-2 (Medium Density Residential District), the general
location being shown on the attached exhibit A.}*

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

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

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

BEGINNING at the eastern boundary of Collinson Ford right-of-way, Parcel 014.00 of Hamblen County Tax Map 047E, and Parcel 015.00 of Hamblen County Tax Map 047E and heading in a northeasterly direction along the common boundary shared by Parcel 014.00 of Hamblen County Tax Map 047E and Parcel 015 of Hamblen County Tax Map 047E to the point of intersection of Parcel 014.00 of Hamblen County Tax Map 047E, Parcel 015.00 of Hamblen County Tax Map 047E, Parcel 008.01 of Hamblen County Tax Map 047E and Parcel 008.02 of Hamblen County Tax Map 047E; Thence heading in a northwesterly direction along the common boundary shared by Parcel 014.00 of Hamblen County Tax Map 047E and Parcel 008.02 of Hamblen County Tax Map 047E to the point of intersection Parcel 014.00 of Hamblen County Tax Map 047E, Parcel 008.02 of Hamblen County Tax Map 047E, and Parcel 008.04 of Hamblen County Tax Map 047E; Thence in a northeasterly direction along the common boundary shared by Parcel 008.02 of Hamblen County Tax Map 047E and Parcel 008.04 of Hamblen County Tax Map 047E to the point of intersection between Parcel 008.04 of Hamblen County Tax Map 047E, Parcel 008.02 of Hamblen County Tax Map 047E, and the western boundary of the Milburn Street right-of-way; Thence in a northwesterly direction along the common boundary shared by Parcel 008.04 of Hamblen County Tax Map 047E and the Milburn Street right-of-way to the point of intersection of Parcel 008.04 of Hamblen County Tax Map 047E, Parcel 008.00 of Hamblen County Tax Map 047E, and the Milburn Street right-of-way; Thence in a southwesterly direction along the common boundary shared by Parcel 008.00 of Hamblen County Tax Map 047E and Parcel 008.041 of Hamblen County Tax Map 047E to the point of intersection of Parcel 008.04 of Hamblen County Tax Map 047E, Parcel 008.00 of Hamblen County Tax Map 047E, and Parcel 014.00 of Hamblen County Tax Map 047E; Thence in a northwesterly direction followed by a northeasterly direction along the common boundary shared by Parcel 008.00 of Hamblen County Tax Map 047E and Parcel 014.00 of Hamblen County Tax Map 047E to the point of intersection between Parcel 008.00 of Hamblen County Tax Map 047E, Parcel 014.00 of Hamblen County Tax Map 047E, and Parcel 009.01 of Hamblen County Tax Map 047E; Thence in a northwesterly direction along the common boundary shared by Parcel 014.00 of Hamblen County Tax Map 047E and Parcel 009.01 of Hamblen County Tax Map 047E to the point of intersection between Parcel 014.00 of Hamblen County Tax Map 047E, Parcel 009.01 of Hamblen County Tax Map 047E, and Parcel 013.00 of Hamblen County Tax Map 047E; Thence in a southwesterly direction along the common boundary shared by Parcel 014.00 of Hamblen County Tax Map 047E and Parcel 013.00 of Hamblen County Tax Map 047E to the point of intersection between Parcel 013.00 of Hamblen County Tax Map 047E, Parcel 014.00 of Hamblen County Tax Map 047E, and the eastern boundary of the Collinson Ford Road right-of-way; Thence in a southeasterly direction along the common boundary shared by Parcel 014.00 of Hamblen County Tax Map 047E and the Collinson Ford right-of-way to the point of BEGINNING.

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

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

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

Passed on first reading the 18th day of April 2023.

Mayor

ATTEST:

City Administrator

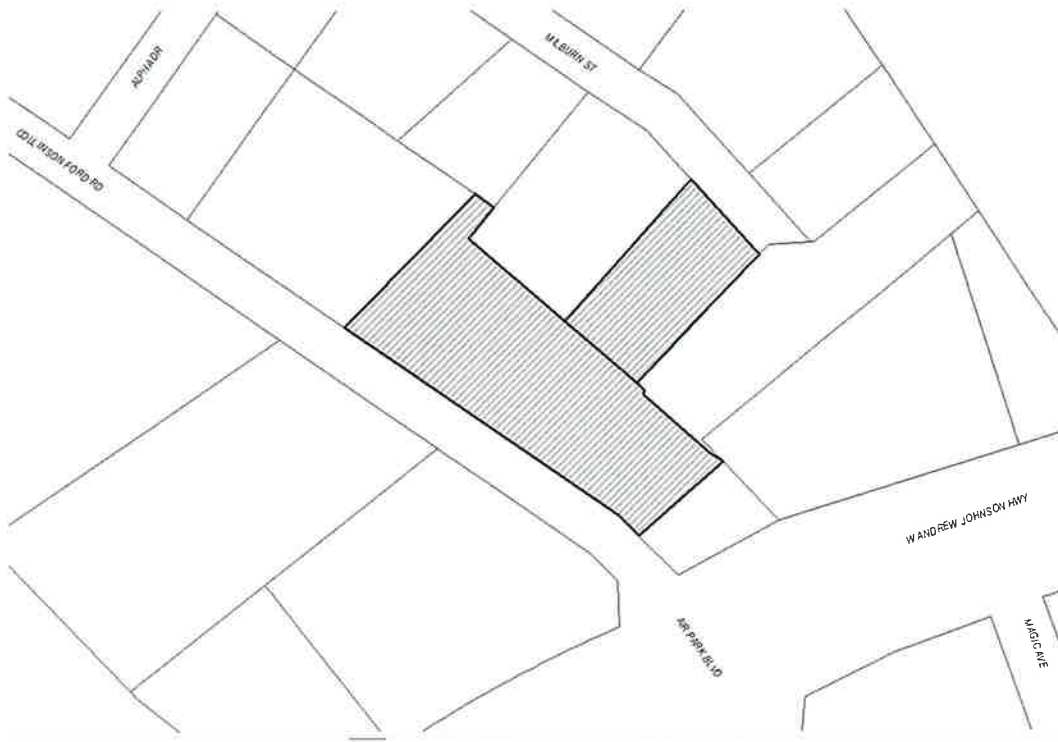
Passed on second and final reading the 2nd day of May 2023

Mayor

ATTEST:

City Administrator

Exhibit A:





Morristown City Council Agenda Item Summary

Date: April 18, 2023

Agenda Item: Approve Change Order No 1 to the contract with Motorola Solutions to de-scope certain services from the Public Safety Radio project.

Prepared By: Andrew Ellard

Subject: Change Order No 1 – Motorola and Public Safety Radio Project

Background: The Public Safety Radio project, which was undertaken with ARPA grant funds, has largely been completed. One exception to completion being a fire station alerting system that was originally a part of the scope of work with Motorola Solutions. In recent months, staff has worked with Motorola to get this portion of the project completed, but it has been determined that Motorola is unable to deliver a functional product for this particular scope item.

Findings/Current Activity:

Because the item was specifically scoped and included as its own line item, staff and Motorola have concluded that the best course of action is to de-scope this item from the project, which results in a reduction in total project cost of \$125,000. The City will need to secure this service directly through an alternate means.

Financial Impact:

This change order reduces the total cost of the services rendered by Motorola, leaving an additional \$125,000 in ARPA funds available to the City. However, this funding will be needed in order to secure a fire station alerting system through an alternate vendor.

Action options/Recommendations:

Staff recommends approval.

Attachment: Change Order No. 1

Change Order Number: 001

Date: MARCH 16, 2023

Project Name and Number: CITY OF MORRISTOWN TN-14I114A

Customer Name: DAVID PURKEY

Customer Project Mgr: KATE STILWELL, PMP,DASM

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

De-scope the following services for Fire Station Alerting on pricing page 4.1 of contract. Motorola unable to deliver functionality customer requested.

Once accepted, Final to be signed and provided to Motorola to close out project deliverables, with exception of punchlist items.

optional	1	Fire Station Paging- IE... turn on lights and PA via APX radios & existing AVTEC consoles at existing Fire Stations.	\$	125,000.00
----------	---	--	----	------------

Contract #: [SWC-424]

Contract Date: AUGUST 17, 2021

In accordance with the terms and conditions of the contract identified above between [CITY OF MORRISTOWN] and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	\$2,950,000.00
Previous Change Order amounts for Change Order numbers [0000] through [0001].	\$0
This Change Order:	\$(125,000)
New Contract Value:	\$2,825,000

Completion Date Adjustments

Original Completion Date:	10/31/2022
Current Completion Date prior to this Change Order:	0
New Completion Date:	3/31/2023

**Changes in Equipment:** *(additions, deletions or modifications)* **Include attachments if needed**

N/A

Scope of Work Changes: *(additions, deletions or modifications)* **Include attachments if needed**

DE-SCOPE FIRE STATION ALERTING

Changes in SUA and Support Services: *(additions, deletions or modifications)* **Include attachments if needed. Must be completed by Project CSM.**

N/A

Schedule Changes: *(describe change or N/A)*

N/A

Pricing Changes: *(describe change or N/A)*

(125,000) CREDIT TO CUSTOMER

Customer Responsibilities: *(describe change or N/A)*

N/A

Payment Schedule for this Change Order:
(describe new payment terms applicable to this change order)

N/A



Purchase Order Requirements for this Change Order (select only one).

- ☐ A Purchase Order is required - included with this change order and is attached.
- ☐ No Purchase Order is required - Customer affirms that this change order document is the only notice to proceed required, that funding has been encumbered for this change order in its entirety, and that no further purchase orders will be issued against this change order,
- ☒ No Purchase Order required - this is a \$0 Change Order, or a decrease in scope.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.

By: J
Printed Name: JEFF MILLER
Title: RSM - T4W
Date: 03/16/2023

Customer
By: David W. Purkey
Printed Name: David W. Purkey
Title: Project Manager
Date: 3/21/23

Reviewed by: KATE STILWELL, PMP, DASM
Motorola Solutions Project Manager

Date: 0316/2023



Morristown City Council Agenda Item Summary

Date: April 18, 2023

Agenda Item: Authorize MCC SFM, LLC, acting as the City's agent at the Morristown Landing, to enter into a Sponsorship Agreement with Morristown Utilities.

Prepared By: Andrew Ellard

Subject: Morristown Utilities Sponsorship of Morristown Landing

Background: The agreement between SFM and the City requires that sponsorship opportunities valued at more than \$10,000 per year be presented to the city for approval.

Findings/Current Activity:

The proposed sponsorship is valued at \$3,856 in initial equipment and supplies and up to \$36,000 annually in internet service. Facility's commitment in the proposal relates to presentation of marketing materials and advertisement promoting Morristown Utilities as a facility sponsor in various areas.

Financial Impact:

The sponsorship has the impact of reducing the monthly operation cost of the facility.

Action options/Recommendations:

Authorize the sponsorship agreement.

Attachment: Sponsorship Agreement

SPONSORSHIP AGREEMENT

1. This establishes that Morristown Utilities of 433 W 1st N Street, Morristown, Tennessee 37814 (hereinafter referred to as “Sponsor”) enters into agreement with the City of Morristown dba Morristown Landing Recreation and Events by and through MCC SFM, LLC acting as its agent (collectively hereinafter referred to as “Facility”) for the services set forth in this Sponsorship Agreement (hereinafter referred to as “Agreement”).
2. **Preapproval:** In the event that Sponsor requests services which exceed or fall outside the scope of services identified below, such services will be estimated for pre-approval prior to Facility beginning any work that could result in an additional cost for Sponsor.
3. **Miscellaneous:** This Agreement is the complete and exclusive statement of the entire agreement of the parties and supersedes all prior discussions and representations, whether written or oral. This Agreement may only be modified by a further written agreement signed by both parties.
4. **Relationship of Parties:** Each party shall be an independent business owner and shall have control over their respective business operations, subject to the terms and conditions set forth in this Agreement. Nothing contained in this Agreement shall create a franchise, partnership, agency, joint venture, employment, or any other similar relationship between Sponsor and Facility.
5. **Non-Disclosure and Non-Competition:** It is understood and agreed that during the course of the relationship, Facility and Sponsor may share certain business models, intellectual property, business strategies, or other proprietary information (hereinafter referred to as “Confidential Information”). Facility and Sponsor each have various business models and strategies, operational systems, management systems, program curriculum, marketing systems, and other programs/models that are classified as Confidential Information. Facility, Facility’s representatives, Sponsor, and Sponsor’s representatives agree to hold each party’s Confidential Information in confidence and not disclose such Confidential Information or use such Confidential Information in competition with the other party hereto without the expressed written consent of the other party hereto.
6. **Assignment:** Neither this Agreement nor any right hereunder may be assigned by Sponsor, in whole or in part, without the expressed prior written consent of Facility.
7. **Construction:** The parties hereto acknowledge and agree that: (i) each party has participated in the drafting of this Agreement; (ii) each party has had the opportunity to have this document reviewed by their respective legal counsel; (iii) the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applied to the interpretation of this Agreement; and (iv) no inference in favor of, or against, any party shall be drawn from the fact that one party has drafted any portion hereof.
8. **Binding Nature of Agreement:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and permitted assignments of the respective parties hereto.
9. **Notices:** Unless otherwise specifically stated herein, all notices, payments, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to

have been duly given, made, and received when delivered against receipt or seventy-two (72) hours after being sent by registered or certified mail, postage prepaid, addressed as set forth below:

To Facility: Morristown Landing
Attention: Steve Eaton
4355 Durham Landing
Morristown, TN 37813

To Sponsor: Morristown Utilities
Attention: Stan Greene
433 West 1st North Street
Morristown, TN 37814

10. **Entire Agreement:** This Agreement (together with any exhibits or schedules to this Agreement) contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings, expressed or implied, written or oral, between the parties hereto with respect to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument signed by the parties hereto.
11. **Provisions Severable:** The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that, for any reason, any other or others of them may be invalid or unenforceable in whole or in part. Furthermore, if a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable as written, the court may interpret, construe, rewrite, or revise such provision to the fullest extent allowed by law, so as to make it valid and enforceable, consistent with the intent of the parties hereto.
12. **Headings:** The headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation of this Agreement.
13. **Counterparts:** This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, bears the signatures of all of the parties reflected hereon as the signatories. Any photocopy of this Agreement, with all signatures reproduced on one or more sets of signature pages, shall be considered for all purposes as if it were an executed counterpart of this Agreement.
14. **Signage & Promotions:** Facility and Sponsor must approve all advertising prior to placement within the Facility. Sponsor will provide all signage, artwork designs, and media to Facility. Facility reserves the right to change the placement of any signage or media if needed. Reasonable notice will be provided to Sponsor. Facility will install and maintain all agreed upon signage and media placement. Sponsor is responsible for cost of any sign or banner replacement due to any circumstances that are beyond Facility's control.
15. **Term:** The term of this Agreement shall commence on March 1, 2023 and shall expire on March 1, 2026 (the "Term"). Unless sooner terminated pursuant to the provisions of this Agreement or if either party gives the other at least ninety (90) days' written notice of its intention not to renew prior to the expiration.
16. **Termination Under Certain Circumstances:** Notwithstanding anything to the contrary herein:
 - a. If Facility breaches or violates any of the provisions of this Agreement, and such breach or violation continues for a period of thirty (30) days after Sponsor shall have given Facility written notice specifying the nature of the breach or violation in reasonable detail, Sponsor may, if Facility has not cured such breach or violation at its option upon notice to Facility, terminate Facility's engagement effective on the date of that notice. Notice must be provided to the facility per numerical paragraph 9 herein.

In the event that Sponsor shall terminate this Agreement, Sponsor shall be responsible for any outstanding sums due and owing to Facility under this Agreement. These outstanding sums shall be paid within forty-five (45) days of the date of notice of termination to Facility. If this Agreement has not been earlier terminated by other provisions herein, then this Agreement shall terminate at midnight March 1, 2026.

- b. In the unlikely event Sponsor's brand or business negatively impacts Facility's business, and the impact continues for a period of thirty (30) days after Facility shall have given Sponsor written notice specifying the nature of the breach or violation in reasonable detail, Facility may, if Sponsor has not cured such breach or violation at its option upon notice to Sponsor, terminate Sponsor's engagement effective on the date of that notice.

17. **Compensation:** See Exhibit A.

Note: A 3% credit card processing fee will be charged for any payment made by credit card.

Signature Page to Follow

Signatures indicating agreement with the terms outlined above:

SPONSOR

Morristown Utilities

BY _____

Sponsor Representative

Title

Date

FACILITY

Morristown Landing

BY _____

As agent for Facility

Title

Date

Primary Sponsor Contact:

Stan Greene

Morristown Utilities

433 West 1st N Street

Morristown, 37814

Exhibit A: Sponsorship Agreement Scope of Services

Sponsor and Facility agree to the following services and sponsorship elements per the terms set forth in the attached Agreement.

In consideration for the marketing and advertising space described below, Sponsor shall provide the following sponsorship assets to Facility:

- A 2 Gigabit Dark Fiber internet connection, with the capability of expanding to 10 Gigabit upon request by Facility. (\$3,000.00/month value)
- Two iPad display stands with Sponsor’s logo (\$2100.00 value)
- Forty (40) QR code information discs to be used throughout the Facility (\$1,756.00 value)

In consideration for the sponsorship assets described above, Facility shall provide the following marketing and advertising space to Sponsor:

- Facility will place two (2) iPad stands, with Sponsor’s graphic in high traffic areas of the Facility. The iPads will be used for Facility guests to sign up for classes at the Facility. The iPads will promote Sponsor on the screen saver and provide an easy access icon to Sponsor’s services on the iPad screens.
- Sponsor will be promoted on monitors and LED screens throughout the facility as part of the overall Facility promotional medial loop. LED screens and monitors include gym 8, lobby 1, fitness center 4.
- Sponsor will be exclusively featured on the advertising banners of 20 QR code information discs located on tables and counters around the Facility.
- Sponsor will be featured as a rotating sponsor on the advertising banner of an additional 20 QR code information discs located on tables and counters around the Facility.
- Sponsor will have an exclusive “fixed” tile providing Facility guests direct access to Sponsor’s web site on all QR code information discs throughout the Facility.
- Sponsor will be identified as a Facility sponsor on Facility’s web site in the rotating sponsorship zone at the bottom of the website.

Signatures indicating agreement with the sponsorship elements and services outlined above:

<div>Sponsor Representative</div>	<div>Title</div>	<div>Date</div>
<div>Facility Representative</div>	<div>Title</div>	<div>Date</div>



Morristown City Council Agenda Item Summary

Date: April 18, 2023

Agenda Item: Acknowledge the receipt of proposals for Audio Visual and Production services and reject all proposals.

Prepared By: Andrew Ellard

Subject: Audio-Visual and Production Services Proposals

Background: The City took proposals for the design of an audio-visual and production solution for the recording and streaming of meetings, including the purchase, installation and training for use.

Findings/Current Activity:

Proposals were all considerably higher cost than anticipated but did not seem to incorporate integration with meeting agendas as was preferred. Staff has continued to research the issue, including outreach to other Tennessee cities and determined that there are systems/solutions available that do all that the city intends, including agenda integration and other features – for far less cost than the proposals we received. We believe that our RFP may have been too heavily focused on hardware specifics.

Financial Impact:

No change to the cost impact to the city. Utility costs at the building are minimal.

Action options/Recommendations:

Reject all proposals and consider qualifications on a similar basis.

Attachment: Proposal tabulation

RFP - Audio Visual & Production
January 31st, 2023
2:00 PM

Vendor	Base Price
Conference Technologies, Inc	\$134,600.63
Don Fillers Contracting, Inc	\$106,595.77
SOS Computers, LLC	\$79,405.86



Morristown City Council Agenda Item Summary

Date: April 18th, 2023

Agenda Item: Accept the quote from Bryx, Inc and authorize the Fire Department to purchase a Station Alerting System via a Savvik Cooperative Purchasing Agreement totaling \$205,000.00, with a recurring annual total of \$15,000.

Prepared By: Andrew Ellard

Subject: Fire Department Station Alert System

Background: The City of Morristown Fire Department currently only utilizes one system, the current radio system, to transmit alarms (or calls for service) to each fire station. To adhere to NFPA and ISO standards, the Fire Department is required to have two systems (or paths) to transmit alarms to each station. Having two systems in place ensures that if one system fails, the second system will be able to transmit the alarm. Currently, if the fire department's radio system fails, the possibility exists that fire department personnel could be delayed responding to emergencies.

Findings/Current Activity:

The Fire Department conducted research and found Byrx, Inc can provide the department with a Station Alerting System and software program that complies with NFPA and ISO standards. The solution itself is a cloud-based software program that integrates with the Computer Aided Dispatch (CAD) platform. Once an alarm is received, the system automatically alerts each station by opening the speakers and activating installed lighting. The software receives and transmits information via three, separate and direct means via fiber optics, the current radio system, and finally a constant cellular path. To ensure the integrity of each system is maintained, the software program will constantly monitor each system. If one system fails, the next system would automatically be utilized -requiring no effort by the dispatcher or station officer. Bryx, Inc. has provided the attached quote which includes pricing for the equipment, installation, and a service/maintenance plan for each station. Pricing has been approved by a Savvik Cooperative Purchasing Agreement (See attached).

Financial Impact:

The initial cost (which includes installation, equipment, software, and the first year of service and maintenance) will be paid for utilizing ARPA Funds. Future year fees for service and maintenance will be appropriated by the Fire Department in future year budget cycles.

Total Initial (Start up cost) = \$205,000.00

Recurring cost (Service/Maintenance fees) = \$15,000.00

Action options/Recommendations:

Authorize staff to purchase a Station Alerting System from Bryx, Inc having a total initial cost of \$205,000.00 and \$15,000.00 annually (for 24/7/365 service/maintenance).

Attachment: Bryx, Inc. quote & Savvik Cooperative purchasing agreement with pricing

Bryx Updated Pricing- 2-16-22**Savvik Group**

Station Control System	\$25,000	
(Control Unit, 8 Lights, UPS, Tracks)		
LED Strip Lights	\$125	
Tracks- Pack of 10	\$200	
Wall Speaker	\$55	
Ceiling Speaker	\$55	
Desktop LED Light	\$110	
Outlet Install	\$500	
GPIO	\$1,000	
Bay Speaker	\$300	
Monitor-50"	\$500	
Installation Per Station	\$8,000	
Volume Attenuator	\$100	
Gas Solenoid	\$500	
LED Light Panel	\$1,000	
Outdoor Lights	\$225	
Outdoor LED Strip Light	\$150	
Speaker Matrix for Zones	\$450	
Controller for PoE Panels	\$300	
Control Unit for Radio Interface	\$10,000	
Annual SaaS - Alerting System	\$6500/ year for 5 years	Includes control unit, 8 led lights, ups, tracks, station board display visual, mobile app
250 W Amplifier	\$1,100	
Bunk room tablet/ Controller	\$300	
Annual Service and maintenance	\$2500/year/station	

QUOTE

Recurring total

Bryx Station Alerting System**\$15,000.00**

Valid until Mar 30, 2024

BRYX INC

59 Halstead Street
 Rochester, New York 14610
 United States
 +1 216-374-4761
 brian.bush@bryx.com

QUOTE NUMBER QT-E2EAD995-0001-1

ISSUE DATE Mar 31, 2023

EXPIRATION DATE Mar 30, 2024

QUOTE FOR
 Morristown FD, TN
 4232733402
 ctaylor@mymorristown.com

Payment Terms: A deposit of 50% of the total price below is due upon acceptance of this Quote, which is required prior to the delivery of materials and scheduling of installation (if applicable). The remaining 50% of the total price will be due upon activation of the Bryx Station Alerting system. Thank you for your interest in Bryx, Inc.

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Annual Service and Maintenance 24/7/365 support lifetime warranty on control unit	6	\$2,500.00 / year	\$15,000.00
Bryx Station Alerting System Control Unit, 8 LED Strip Lights, Light Tracks, UPS, heart smart ramping tones, text to speech from CAD, Mobile Alerting App, Station Board visual.	6	\$25,000.00	\$150,000.00
Control Unit for Radio Interface	1	\$10,000.00	\$10,000.00
Installation Complete Installation of Bryx System, testing and go live.	6	\$5,000.00	\$30,000.00
Subtotal			\$205,000.00
Upfront total			\$205,000.00
Recurring total			\$15,000.00



Morristown City Council Agenda Item Summary

Date: April 18th, 2023

Agenda Item: Accept the quote from Axon Enterprise, Inc and authorize the city administrator to enter into a 63-month agreement with Axon to provide body worn camera equipment, software, and cloud storage for the Police Department via a Sourcewell Cooperative Purchasing Agreement totaling \$441,863.59.

Prepared By: Andrew Ellard

Subject: Body Worn Camera Contract Extension

Background: The City of Morristown Police Department currently deploys Axon Enterprise, Inc. body worn cameras and utilizes Axon's proprietary cloud-based evidence storage system called evidence.com. The City of Morristown's current contract with Axon is set to expire on April 14th, 2023. To date, Axon's body worn camera package as well as their cloud-based storage system have been reliable and have met the needs of the Police Department and our community. In addition, it is essential the police department maintain consistency and efficiency in terms of camera nomenclature, programming, use, and evidence storage. Because of this, the Police Department is seeking to extend the current contract with Axon for an additional 63-month term.

Findings/Current Activity:

Axon Enterprise, Inc. has provided the attached quote and 63-month contract proposal. The quote includes the replacement of the department's current body worn cameras, to include replacing the cameras one additional time over the life of the contract. The proposed contract also includes pricing for individual user licenses, redaction assistant, as well as a-la-cart cloud storage. In an effort to align the contract with the City of Morristown's fiscal year, staff proposes the city enter into a 63-month contract which provides gap coverage between the current contract's expiration date, April 14th, 2023, through July 14th, 2023. The contract would then be set to expire on July 13th, 2028. Pricing has been approved by a Sourcewell Cooperative Purchasing Agreement (#010720-AXN).

Financial Impact:

The total cost of the gap coverage is \$8,158.50. Funds have been appropriated in FY23 budget to cover the cost.

The remaining contract cost of \$433,705.09 will be divided evenly across the five (5) years of the contract. Total cost on an annual basis will be \$86,741.02, with the exception of year one (1), which totals \$86,741.01. Future year costs will be appropriated by the Police Department in future year budget cycles.

Action options/Recommendations:

Accept the quote from Axon Enterprise, Inc. and authorize the City Administrator to enter into a 63-month agreement with Axon totaling \$441,863.59.

Attachment: Axon Enterprise, Inc. Quote/Contract & Sourcewell Contract (#010720-AXN)



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-470031-45026.853JL

Issued: 04/10/2023

Quote Expiration: 04/30/2023

Estimated Contract Start Date: 04/15/2023

Account Number: 109882

Payment Terms: N30

Delivery Method:



SHIP TO	BILL TO
Delivery-100 W 1ST Delivery-100 W 1ST 100 W 1ST 100 W 1ST MORRISTOWN, TN 37814 MORRISTOWN, TN 37814 USA USA	Morristown Police Dept. - TN PO Box 1499 Morristown, TN 37816-1499 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jesse Lowe Phone: (847) 514-5377 Email: jlowe@axon.com Fax:	Diana Morgan Phone: (423) 585-4646 Email: dpierce@mymorristown.com Fax: (423) 585-4667

Quote Summary

Program Length	63 Months
TOTAL COST	\$441,863.59
ESTIMATED TOTAL W/ TAX	\$441,863.59

Discount Summary

Average Savings Per Year	\$38,240.89
TOTAL SAVINGS	\$200,764.66

Payment Summary

Date	Subtotal	Tax	Total
Mar 2023	\$8,158.50	\$0.00	\$8,158.50
Jun 2023	\$86,741.01	\$0.00	\$86,741.01
Jun 2024	\$86,741.02	\$0.00	\$86,741.02
Jun 2025	\$86,741.02	\$0.00	\$86,741.02
Jun 2026	\$86,741.02	\$0.00	\$86,741.02
Jun 2027	\$86,741.02	\$0.00	\$86,741.02
Total	\$441,863.59	\$0.00	\$441,863.59

Quote Unbundled Price:	\$642,628.25
Quote List Price:	\$588,956.45
Quote Subtotal:	\$441,863.59

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	13	60	\$70.49	\$34.66	\$34.66	\$27,034.80	\$0.00	\$27,034.80
BWCamTAP	Body Worn Camera TAP Bundle	97	60	\$36.92	\$32.50	\$32.50	\$189,150.00	\$0.00	\$189,150.00
A la Carte Hardware									
100182	HIGH RETENTION WING CLIP, AXON RAPIDLOCK	75			\$29.95	\$0.00	\$0.00	\$0.00	\$0.00
AB3C	AB3 Camera Bundle	97			\$749.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3MBD	AB3 Multi Bay Dock Bundle	13			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	2000	60		\$0.55	\$0.55	\$66,000.00	\$0.00	\$66,000.00
73478	REDACTION ASSISTANT USER LICENSE	97	60		\$9.00	\$6.79	\$39,507.13	\$0.00	\$39,507.13
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1650	3		\$0.55	\$0.55	\$2,722.50	\$0.00	\$2,722.50
73840	EVIDENCE.COM BASIC ACCESS LICENSE	100	3		\$15.00	\$15.00	\$4,500.00	\$0.00	\$4,500.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	8	3		\$39.00	\$39.00	\$936.00	\$0.00	\$936.00
BasicLicense	Basic License Bundle	77	60		\$16.87	\$16.25	\$75,075.00	\$0.00	\$75,075.00
ProLicense	Pro License Bundle	28	60		\$42.91	\$21.99	\$36,938.16	\$0.00	\$36,938.16
Total							\$441,863.59	\$0.00	\$441,863.59

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	107	04/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	97	04/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	3	04/15/2023
AB3 Camera Bundle	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	107	04/15/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	13	04/15/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	13	04/15/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	13	04/15/2023
A la Carte	100182	HIGH RETENTION WING CLIP, AXON RAPIDLOCK	75	04/15/2023
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	13	12/15/2025
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	100	12/15/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	13	06/15/2028
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	100	06/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1650	04/15/2023	07/14/2023
A la Carte	73746	PROFESSIONAL EVIDENCE.COM LICENSE	8	04/15/2023	07/14/2023
A la Carte	73840	EVIDENCE.COM BASIC ACCESS LICENSE	100	04/15/2023	07/14/2023
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	77	07/15/2023	07/14/2028
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	77	07/15/2023	07/14/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	84	07/15/2023	07/14/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	28	07/15/2023	07/14/2028
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	97	07/15/2023	07/14/2028
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	2000	07/15/2023	07/14/2028

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	97	07/15/2023	07/14/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	3	07/15/2023	07/14/2028
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	13	06/15/2024	07/14/2028

Payment Details

Mar 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
GAP Coverage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1650	\$2,722.50	\$0.00	\$2,722.50
GAP Coverage	73746	PROFESSIONAL EVIDENCE.COM LICENSE	8	\$936.00	\$0.00	\$936.00
GAP Coverage	73840	EVIDENCE.COM BASIC ACCESS LICENSE	100	\$4,500.00	\$0.00	\$4,500.00
Total				\$8,158.50	\$0.00	\$8,158.50

Apr 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	100182	HIGH RETENTION WING CLIP, AXON RAPIDLOCK	75	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	AB3C	AB3 Camera Bundle	97	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	AB3MBD	AB3 Multi Bay Dock Bundle	13	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jun 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 BWC	73478	REDACTION ASSISTANT USER LICENSE	97	\$7,901.41	\$0.00	\$7,901.41
Year 1 BWC	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	2000	\$13,200.00	\$0.00	\$13,200.00
Year 1 BWC	BasicLicense	Basic License Bundle	77	\$15,015.00	\$0.00	\$15,015.00
Year 1 BWC	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	13	\$5,406.96	\$0.00	\$5,406.96
Year 1 BWC	BWCamTAP	Body Worn Camera TAP Bundle	97	\$37,830.00	\$0.00	\$37,830.00
Year 1 BWC	ProLicense	Pro License Bundle	28	\$7,387.64	\$0.00	\$7,387.64
Total				\$86,741.01	\$0.00	\$86,741.01

Jul 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	97	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jun 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2 BWC	73478	REDACTION ASSISTANT USER LICENSE	97	\$7,901.43	\$0.00	\$7,901.43
Year 2 BWC	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	2000	\$13,200.00	\$0.00	\$13,200.00
Year 2 BWC	BasicLicense	Basic License Bundle	77	\$15,015.00	\$0.00	\$15,015.00
Year 2 BWC	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	13	\$5,406.96	\$0.00	\$5,406.96
Year 2 BWC	BWCamTAP	Body Worn Camera TAP Bundle	97	\$37,830.00	\$0.00	\$37,830.00
Year 2 BWC	ProLicense	Pro License Bundle	28	\$7,387.63	\$0.00	\$7,387.63
Total				\$86,741.02	\$0.00	\$86,741.02

Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3 BWC	73478	REDACTION ASSISTANT USER LICENSE	97	\$7,901.43	\$0.00	\$7,901.43

Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3 BWC	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	2000	\$13,200.00	\$0.00	\$13,200.00
Year 3 BWC	BasicLicense	Basic License Bundle	77	\$15,015.00	\$0.00	\$15,015.00
Year 3 BWC	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	13	\$5,406.96	\$0.00	\$5,406.96
Year 3 BWC	BWCamTAP	Body Worn Camera TAP Bundle	97	\$37,830.00	\$0.00	\$37,830.00
Year 3 BWC	ProLicense	Pro License Bundle	28	\$7,387.63	\$0.00	\$7,387.63
Total				\$86,741.02	\$0.00	\$86,741.02

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4 BWC	73478	REDACTION ASSISTANT USER LICENSE	97	\$7,901.43	\$0.00	\$7,901.43
Year 4 BWC	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	2000	\$13,200.00	\$0.00	\$13,200.00
Year 4 BWC	BasicLicense	Basic License Bundle	77	\$15,015.00	\$0.00	\$15,015.00
Year 4 BWC	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	13	\$5,406.96	\$0.00	\$5,406.96
Year 4 BWC	BWCamTAP	Body Worn Camera TAP Bundle	97	\$37,830.00	\$0.00	\$37,830.00
Year 4 BWC	ProLicense	Pro License Bundle	28	\$7,387.63	\$0.00	\$7,387.63
Total				\$86,741.02	\$0.00	\$86,741.02

Jun 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5 BWC	73478	REDACTION ASSISTANT USER LICENSE	97	\$7,901.43	\$0.00	\$7,901.43
Year 5 BWC	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	2000	\$13,200.00	\$0.00	\$13,200.00
Year 5 BWC	BasicLicense	Basic License Bundle	77	\$15,015.00	\$0.00	\$15,015.00
Year 5 BWC	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	13	\$5,406.96	\$0.00	\$5,406.96
Year 5 BWC	BWCamTAP	Body Worn Camera TAP Bundle	97	\$37,830.00	\$0.00	\$37,830.00
Year 5 BWC	ProLicense	Pro License Bundle	28	\$7,387.63	\$0.00	\$7,387.63
Total				\$86,741.02	\$0.00	\$86,741.02

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

4/10/2023





Morristown City Council Agenda Item Summary

Date: April 18th, 2023

Agenda Item: Accept the quote from Recreonics and authorize staff to make a one-time purchase of a WIBIT Fitness track to include accessories for the Morristown Landing Recreation and Event's Center via sole source, totaling \$17,499.00.

Prepared By: Andrew Ellard

Subject: Landing Aquatics Center – Aquatic Fitness Track

Background: The Landing Aquatics staff would like to add an aquatic obstacle course as a recreational tool and service to be utilized by center guests. The obstacle course consists of five modular inflatable obstacles, linked together in a linear fashion across a swimming pool. The course can be used by center guests for both pleasure and competitive purposes.

Findings/Current Activity:

Recreonics provided a quote for a complete WIBIT Aquatics Fitness Track, which includes the necessary accessories and options. WIBIT Sports has provided a sole source letter which indicates that these products are manufactured, sold, and distributed exclusively by Recreonics, Inc. In addition, WIBIT Sports provides that no other manufacturer makes a competing or similar product.

Financial Impact:

The purchase is a component of the FF&E budget and will be funded by the city's bond financing for the start-up of the facility.

Total Cost = \$ 17,499.00

Action options/Recommendations:

Accept the quote from Recreonics and authorize staff to make a one-time purchase totaling \$17,499.00.

Attachment: Recreonics Quote, WIBIT Brochure, & WIBIT Sole Source Letter



RECREONICS, INC.
 4200 SCHMITT AVENUE
 LOUISVILLE, KY 40213
 (800) 428-3254
 FAX (800) 428-0133
 INTERNATIONAL (502) 456-5706
 FAX (502) 458-9777
 FED. I.D. # 61-1228501
<http://www.recreonics.com>

110 CITIE

aturec

Quote Reprint

Quote #	0824160
Customer #	0068040
Date	4/3/2023
	Page 1 of 1

Quoted To:	*CITY OF MORRISTOWN 100 WEST FIRST NORTH ST MORRISTOWN, TN 37814	Ship To:	*CITY OF MORRISTOWN 100 WEST FIRST NORTH ST MORRISTOWN, TN 37814
------------	--	----------	--

PO/REF #	EXPIRES	SLP	SHIP VIA	FREIGHT	QUOTED BY
	4/13/2023	0038	BEST	PPD&BILL	GUS DE LA TORRE Ext 425

QUOTED TO:	BRIAN JOHNSON	CT= 423-585-4622 OT= 423-585-4622	X=	C E-Mail: aahl@mymorristown.com O E-Mail: BJOHNSON@MYMORRISTOWN.COM
------------	---------------	--------------------------------------	----	--

LINE	ITEM DESCRIPTION	S/D	QUANTITY	UM	PRICE	EXTENSION
001	94971 WIBIT FITNESS TRACK (INCLUDES BASIC ACCESSORY KIT)	D	1	EA	13,940.00	13,940.00
002	95830.F WIBIT BASIC ACCESSORY KIT (FREE OF CHARGE)	D	1	EA	0.00	0.00
003	94912 WIBIT 10' BUNGEE W/ (2) SHACKLES (RED) - HORIZONTAL (US)	S	2	EA	115.00	230.00
004	94989 WIBIT POOL BOOM (PAIR) (US)	D	1	EA	604.00	604.00
005	94918 WIGGLE DISCS (SET OF 3) (INCLDS. (4) CONNECTOR STRAPS)	D	1	EA	1,775.00	1,775.00
006	/8002B FREIGHT & HDLG. TO BE PREPAID AND ADDED		0	EA	0.00	950.00
007	ALL WIBIT PLAY PRODUCTS MUST HAVE THE PROPER POOL DEPTH AND A MINIMUM OF 10' OF OPEN WATER AROUND THE ENTIRE PERIMETER TO SERVE AS A SAFETY BUFFER ZONE.					

TX CODE	CERTIFICATE #	TAXABLE AMT	TAX	TOTAL
INTERSTATE		0.00	0.00	17,499.00

TO ACCEPT THIS QUOTE PLEASE SIGN ,DATE AND EMAIL/FAX TO SALES CONSULTANT GUS DE LA TORRE AT
gusd@recreonics.com OR FAX TO 1-800-428-0133

By: _____
 Date: _____

F.O.B.-ORIGIN (TAILGATE) FREIGHT, HDLG, SALES TAX,
 ETC., (IF APPLICABLE) ARE ADDITIONAL.
 QUOTE SUBJECT TO COMPANY TERMS & CONDITIONS.
 DEPOSIT & MANAGEMENT APPROVAL MAY BE REQ'D.

Recreonics Inc. Etal
4200 Schmitt Avenue
KY 40213 Louisville
USA

January 2020

Wibit Sports / Recreonics – Sole Source Product Confirmation

To Whom It May Concern,

This letter is to confirm that the products from Wibit Sports are sole source products, manufactured, sold and distributed exclusively by Recreonics, Inc for the commercial public swimming pool market in the USA. No division of Recreonics, Inc., nor any other company, makes a similar or competing product. This product must be purchased directly by institutions from Recreonics, Inc. at the address listed above. There are no other agents or dealers authorized to represent this product for the commercial public pool market.

Additionally, competition is precluded by the existence of an agreement with the manufacturer, who has given us an exclusive right to market this product for all commercial public swimming pools in the United States of America.

There is no other like item(s) or product(s) available for purchase that would serve the same purpose or function from Wibit and there is only one price for the above names item(s) or product(s) because of exclusive distribution or marketing rights.

If you desire additional information, do not hesitate to contact me at romann@wibitsports.com at any time or visit our website at www.wibitsports.com.

Sincerely,


Romann Rademacher
CEO



wibit
Wibit Sports GmbH
Am Gut Baarking 15 • D-46395 Bocholt
P: +49 (0) 2871 23820-0
F: +49 (0) 2871 23820-10
info@wibitsports.com • www.wibitsports.com

Wibit Sports GmbH
Am Gut Baarking 15
46395 Bocholt, Germany
P: +49 (0)2871 23820-0
F: +49 (0)2871 23820-10
info@wibitsports.com
www.wibitsports.com

Handelsregister / Commercial Register:
Bocholt, AG Coesfeld, HRB 8567
Geschäftsführer / CEO:
Robert Cirjak
Romann Rademacher
VAT-Nr. DE 812199236

FitnessTrack

Attention athletes! Test your fitness level on this fun and sportive obstacle track and start a competition with your friends. Who can cross it the fastest without falling into the water? Balance, strength, and coordination are the keys! This combination is perfect for standard pool sizes and allows for free play as well as competitions.



Consists of:



1 x Step



1 x Hop



1 x Twist



1 x Dipbars



1 x Slope

Recreonics, Inc. (800) 428-3254 - www.recreonics.com

All rights reserved © Wibit Sports GmbH - The content of this document, particularly text, photographs and drawings, is protected by copyright. Wibit Sports GmbH owns exclusive exploitation rights, unless labeled otherwise. A reproduction, even in extracts, is strictly forbidden.



wibit AUTHORIZED PARTNER

FitnessTrack

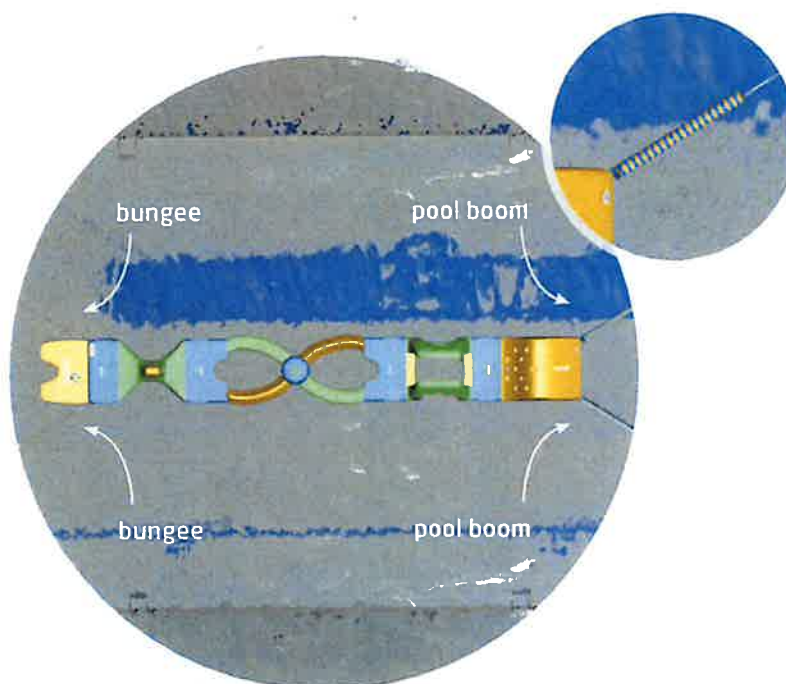
Technical info:

Recreonics / Wibit item no.	min. water depth	dimensions l x w x h	user capacity	inflation time	includes
94-971 31057	5'-5"	55'-9" x 7'-7" x 4'-11"	10	30 min	1 x Accessories kit basic

Accessories kit basic*:

- 1 x Connector straps (2 pcs. 75 cm / 30")
- 2 x Velcro adapter (loops)
- 1 x Hand pump - double action
- 2 x Electric pump
- 1 x Manometer
- 4 x Strap with loop (5 m / 16')
- 4 x Strap with double buckle

*Additional equipment is required for anchoring the products



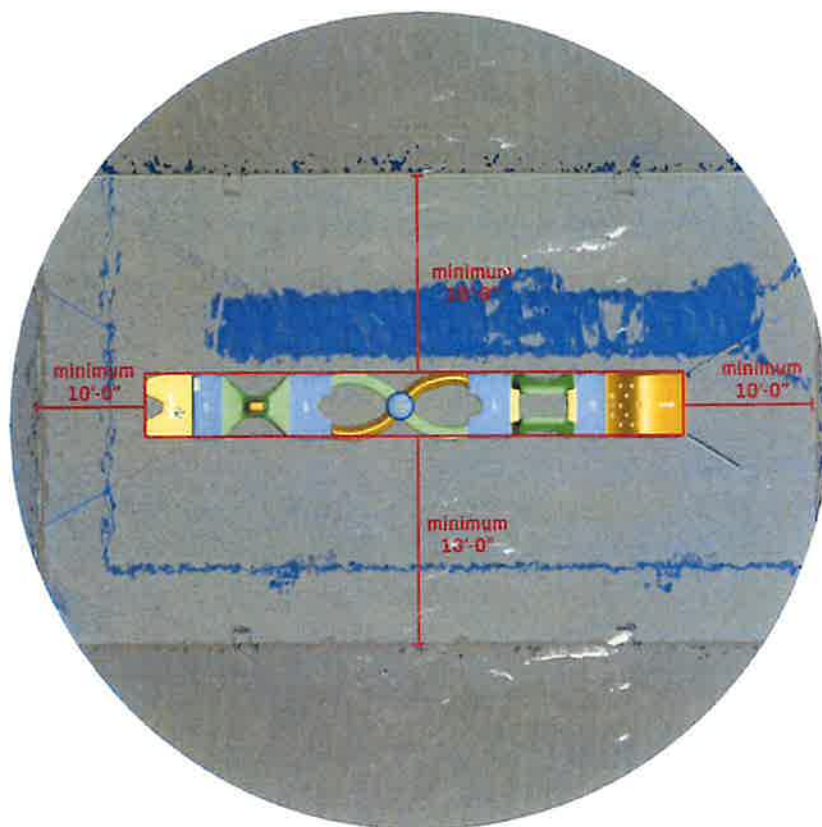
Recreonics, Inc. (800) 428-3254 - www.recreonics.com

All rights reserved © Wibit Sports GmbH - The content of this document, particularly text, photographs and drawings, is protected by copyright. Wibit Sports GmbH owns exclusive exploitation rights, unless labeled otherwise. A reproduction, even in extracts, is strictly forbidden.

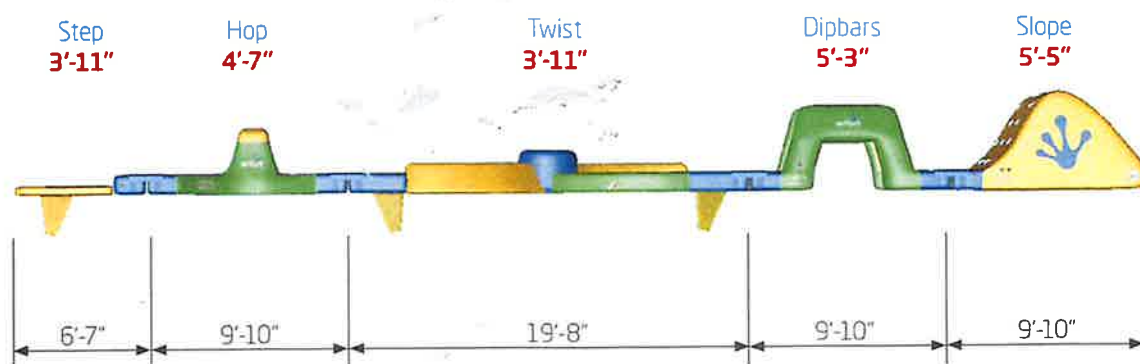


FitnessTrack

Minimum safety distance:



Minimum water depth:



Recreonics, Inc. (800) 428-3254 - www.recreonics.com

All rights reserved © Wibit Sports GmbH - The content of this document, particularly text, photographs and drawings, is protected by copyright. Wibit Sports GmbH owns exclusive exploitation rights, unless labeled otherwise. A reproduction, even in extracts, is strictly forbidden.

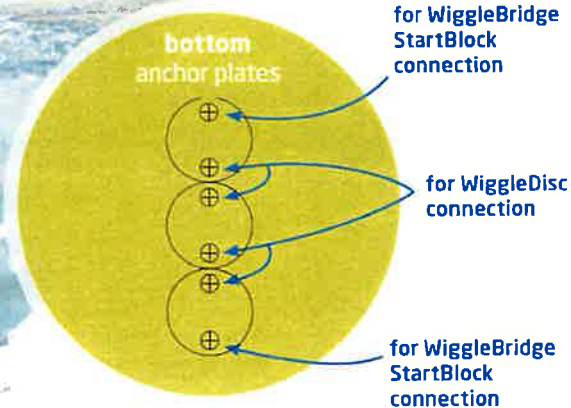


AUTHORIZED PARTNER

made from 32 oz. 5-layer PVC

WiggleDiscs (3 pcs.)

Didn't you ever dream about walking on water? With the Wibit WiggleBridge you can - if you are able to keep your balance! WiggleBridge 3, 6 or 12 - the more discs there are, the more challenging it gets!



 No							
Recreonics / Wibit item no	min. water depth	dimensions l x w x h	product weight	user capacity	inflation time	warranty	includes
94-918 30060	3'-11"	3'-3" x 3'-3" x 0'-6" per disc	13 lbs per disc	1 per disc	1 min per disc	3 years	4 pcs Wiggle connector strap with carabiner

Recreonics, Inc. (800) 428-3254 - www.recreonics.com

All rights reserved © Wibit Sports GmbH - The content of this document, particularly text, photographs and drawings, is protected by copyright. Wibit Sports GmbH owns exclusive exploitation rights, unless labeled otherwise. A reproduction, even in extracts, is strictly forbidden.





Morristown City Council Agenda Item Summary

Date: April 18th, 2023

Agenda Item: Accept the bid for the replacement and installation of Talley Ward Recreational Center windows, award the bid to Holston Glass Company, and authorize the City Administrator to enter into an agreement with Holston Glass Company not to exceed \$68,228.00.

Prepared By: Andrew Ellard

Subject: Talley Ward Recreational Center Window replacement and installation

Background: The Talley Ward Recreational Center currently has thirty-eight (38) windows, most of which are damaged/cracked and are beyond repair. Because of this, all (38) windows need to be replaced.

Findings/Current Activity:

An invitation to bid was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. Holston Glass Company provided the best, lowest, and only bid. Please note, Holston's bid includes a base project price of \$57,717.00 and additional pricing for flashing replacement \$5,779.00 and blocking installation \$4,732.00. It won't be known until the project has begun if flashing replacement and/or the blocking installation will be necessary. To avoid causing unnecessary delays in the project, staff would recommend council approve the base price with the additional pricing for flashing replacement and blocking installation. If either or both are not necessary, it won't be necessary for the City to expend the additional funds.

Financial Impact:

Funds have been appropriated in P&R's FY23 budget to cover the cost of this project.

Window Replacement Base Price - \$57,717.00

Flashing Replacment - \$5,779.00

Blocking Installation - \$4,732.00

Total price - \$68,228.00

Action options/Recommendations:

Accept the bid, award the bid to Holston Glass Company, and authorize the City Administrator to enter into an agreement with Holston Glass not to exceed \$68,228.00.

Attachment: Bid tabulation

**ITB - TALLEY WARD WINDOW
REPLACEMENT BID
APRIL 4TH, 2023
2:00 PM**

Vendor	Base Bid	Flashing Installation (If Necessary)	Treated wood blocking (If Necessary)
Holston's Glass Company	\$57,717.00	\$5,779.00	\$4,732.00



Morristown City Council Agenda Item Summary

Date: April 18th, 2023

Agenda Item: Accept the bid for the Talley Ward Recreational Center sewer repair, award the bid to King General Contractors, Inc. and authorize the City Administrator to enter into an agreement with King General Contractors, Inc. totaling \$96,103.80.

Prepared By: Andrew Ellard

Subject: Talley Ward Recreational Center Sewer repair

Background: A sewer line at the Talley Ward Recreational Center has been damaged and needs critical repair. The sewer line has for some time caused serious backups into the facility's restroom facilities. When this occurs, staff must procure outside sewer services to unclog the backup. In order to resolve the issue, the sewer service line, manhole, and restroom plumbing require replacement and repair.

Findings/Current Activity:

An invitation to bid was advertised twice in the Citizen Tribune and on the city's website. King General Contractors submitted the best and only bid. Please see the attached recommendation letter from LDA for further information.

Financial Impact:

This project will be partially funded by ARPA funds and by FY23 Parks and Recreation budgeted funds.

Total base project price - \$96,103.80.

Action options/Recommendations:

Accept the bid, award the bid to King General Contractor, Inc., and authorize the City Administrator to enter into an agreement with King General Contractors totaling \$96,103.80.

Attachment: Bid tabulation & Recommendation letter



LDA ENGINEERING

April 14, 2023

Mr. Larry Clark
Assistant City Administrator
City of Morristown

Regarding: Results of Bid Opening
Talley Ward Recreational Facility Sewer

Larry,

Bids for the referenced project were received and opened on August 6, 2023, in the Morristown City Center. One (1) bid was received, sealed, and otherwise in proper order. The Bidders and their respective bids were as follows:

BIDDER	LUMP SUM BID AMOUNT	TOTAL BID
King General Contractors, Inc.	\$96,103.80	\$96,103.80

We recommend that the contract be awarded to King General Contractors, INC of Bristol, TN in the amount of \$96,103.80. The Certified Bid Tabulation is enclosed for your use.

If you have questions or comments relative to the project, please feel free to contact us.

Sincerely,

Matthew Movahed, P.E.
LDA Engineering

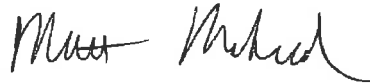
CITY OF MORRISTOWN, TENNESSEE
TALLEY WARD RECREATIONAL FACILITY SEWER
MRC340

APRIL 14, 2023

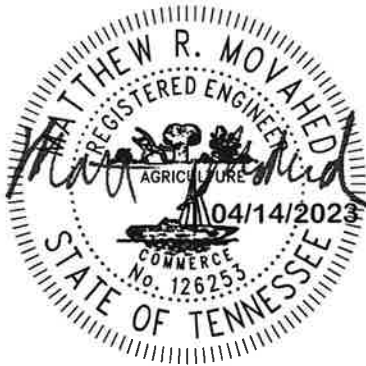
CERTIFIED BID TABULATION

BIDDER	LUMP SUM BID AMOUNT	TOTAL BID
King General Contractors, Inc.	\$96,103.80	\$96,103.80

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



Matthew Movahed, P.E.
LDA Engineering



MRC340 Certified Bid Tabulation

**ITB - TALLEY WARD
RECREATIONAL CENTER
SEWER REPAIR
APRIL 6TH, 2023**

Vendor	Base Price
King General Contractors, Inc.	\$96,103.80

The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Steve Neilson, Development Director *SN*
DATE: April 18, 2023
REQUEST: Street Naming of new Community Center Road

This is a request from the City Council to name the proposed connector road between Durham Landing and Veterans Parkway to Evelyn Johnson Way. This is in recognition of Evelyn Stone Bryan Johnson nicknamed "Mama Bird", who had the highest number of flying hours in the world for a female pilot. She was also a colonel in the Civil Air Patrol and a founding member of the Morristown, Tennessee Civil Air Patrol Squadron.



The Addressing Board has reviewed this request and was in support of this naming.

The Planning Commission voted unanimously to recommend naming the new street Evelyn Johnson Way; however, they did express a concern that this might create some confusion with the honorary street sign for Ms. Johnson located on Old 11E.



RECOMMENDATION:

Staff recommends approval of the proposed street naming.