

WORK SESSION
July 6, 2023
4:00 p.m.

1. Agenda Review and Citizen Forum

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
July 6, 2023
5:00 p.m.

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Reverend Mark Campbell, Morristown Police Dept. 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. June 20, 2023

9. **OLD BUSINESS**

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

1. Resolution No. 2023-09 – Plan of Services
A Resolution adopting a Plan of Services for the Annexation of lots 1-4 of the Michael Rouse, William Lakin and Derrek Wolfe property (located off Sublet Road).

2. Ordinance No. 4753
Entitled an Ordinance to annex certain territory and to incorporate same within the corporate boundaries of the City of Morristown Tennessee; Annexation of Lots 1-4 of the Michael Rouse, William Lakins, Derrick Wolfe Property (located off Sublet Road).
3. Resolution No. 2023-10 – Plan of Services
A Resolution adopting a Plan of Services for the Annexation of Properties located between Merchants Greene Boulevard and S. Bellwood Road.
4. Ordinance No. 4754
Entitled an Ordinance to annex certain territory and to incorporate same within the corporate boundaries of the City of Morristown Tennessee; Annexation of property identified as Hamblen County Tax Parcel ID #: 032040 08601 and a portion of property identified as Hamblen County Tax ID#: 032048 05900 with the Zoning Designation of High-Density Residential District, R-3 (Merchants Greene Boulevard/S. Bellwood Road).
5. Resolution No. 2023-11
A Resolution to approve an amended site plan, specifically Lot 2, of the Mixed Use Master Plan originally adopted in 2007 to be constructed at the intersection of Cherokee Drive and Walters Drive.

10. NEW BUSINESS

10-a. Resolutions

10-b. Introduction and First Reading of Ordinances

1. Ordinance No. ____
Being an Ordinance of The City Council of Morristown, Tennessee Amending Title 10, Section 108 of the Morristown Municipal Code (Animal Control).
{Public Hearing Date July 20, 2023}

10-c. Awarding of Bids/Contracts

1. Approval of Inspection and Maintenance Agreement (I&M) with 3 WNR OME TN Properties, LLC for property located at 4382 Erica Greene Circle (Wash N' Roll) Morristown, Tennessee.
2. Acceptance of donation of a vest for Morristown Police Department's K9 Odin from Vested Interest in K9, Inc. at a value of \$1,000.
3. Acknowledge bids received for Microsoft Office 365 renewals for fiscal year 2024, accept the bid from Go Full Cloud as the lowest and best bid, and authorize the purchase of 237 units for a total of \$52,329.60.

4. Approval of Quitclaim Deed for the conveyance of 0.392 acres, property currently being used by the Health Department, to Hamblen County Government.
5. Declare surplus certain structures and contents on city owned property at 112 W. 2nd North Street.
6. Authorize MCC SFM, LLC, acting as the City's agent at the Morristown Landing, to enter into a Sponsorship Agreement with Tuff Torq Corporation.
7. Approve amended quote and authorize the purchase from Bryx, Inc. relative to the Station Alerting System purchase authorized April 18, 2023 for an increase of \$4,975.00 for necessary server rack equipment and updated speakers.

10-d. Board/Commission Appointments

1. Council's consideration of Mayor Chesney's nomination to the Morristown Utility Commission for a five (5) year term to expire on August 1, 2028. Term expiring Bryan Dickerson.

10-e. New Issues

1. Confirmation of Disciplinary Action for the Morristown Police Department.

11. CITY ADMINISTRATOR'S REPORT

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

**WORK SESSION
July 6, 2023**

1. City/County Funding FY24

City Council Meeting/Holiday Schedule.

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, 2023	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 22 & 25, 2023	Fri/Mon		City Employee's Holiday – Observance of Christmas Day

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
June 20, 2023
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., Tuesday June 20, 2023, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present; Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Joseph Senter and Kay Senter.

Reverend Chris Talley, Morristown Police Dept. Chaplain led in the invocation. Councilmember A'Hearn led the "Pledge of Allegiance".

Councilmember A'Hearn made a motion to adopt the June 20, 2023 agenda as presented. Councilmember J. 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 June 6, 2023 minutes as circulated. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Resolution No. 2023-06. No one spoke.

Councilmember Pedigo made a motion to approve Resolution No. 2023-06 Plan of Services. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

**Resolution No. 2023-06 Plan of Services
Resolution Adopting a Plan of Services for the annexation of 425
Snyder Road and adjoining Snyder Road Rights-of-Way.**

A Public Hearing was held relating to Ordinance No. 4745. No one spoke.

Councilmember K. Senter made a motion to approve Ordinance No. 4745 on its second and final reading. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 4745
Entitled an Ordinance to annex certain territory and to incorporate
same within the corporate boundaries of the city of Morristown,
Tennessee. Annexation of a portion of Snyder Road and Hamblen
County Tax Parcel ID # 034D D 002.00 currently addressed as 425
Snyder Road.**

A Public Hearing was held relating to Ordinance No. 4713.08. No one spoke.

Councilmember A'Hearn made a motion to approve Ordinance No. 4713.08 on its second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4713.08

To amend Ordinance Number 4713, the City of Morristown, Tennessee annual budget for Fiscal Year 2022-2023 necessary to appropriate additional funds in relation to a purchase of land, various operational needs, an increase in Hotel/Motel Tax and, and a grant-funded airport project; and to appropriate and establish the funding source for each appropriation (General Fund).

A Public Hearing was held relating to Ordinance No. 4713.09. No one spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 4713.09 on its second and final reading. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4713.09

To amend Ordinance Number 4713, the City of Morristown, Tennessee annual budget for Fiscal Year 2022-2023 necessary to appropriate funds due to necessary vehicle repairs and salary related items (Solid Waste Fund).

A Public Hearing was held relating to Ordinance No. 4750. Linda Noe and Rob Burke spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 4750 on its second and final reading. Councilmember J. Senter seconded the motion and upon roll call; Mayor Chesney and Councilmembers A'Hearn, Pedigo, and J. Senter voted "aye". Councilmembers Bivens, Garrett and K. Senter voted "no".

Ordinance No. 4750

Being an Ordinance Amending Ordinance No. 3441 Regarding City Council Pay.

A Public Hearing was held relating to Ordinance No. 4751. Linda Noe spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 4751 on its second and final reading. Councilmember A'Hearn seconded the motion and upon roll call; Mayor Chesney and Councilmembers A'Hearn, Garrett, Pedigo, and K. Senter voted "aye". Councilmembers Bivens and J. Senter voted "no".

Ordinance No. 4751

Being an Ordinance of the City Council of Morristown, Tennessee amending Title 17, Chapter 1, Section 110 (b) Garbage Fees of the Morristown Municipal Code.

A Public Hearing was held relating to Ordinance No. 4752. No one spoke.

Councilmember Senter made a motion to approve Ordinance No. 4752 on its second and final reading. Councilmember A'Hearn seconded the motion and upon roll call; Mayor Chesney and Councilmembers A'Hearn, Garrett, Pedigo, J. Senter and K. Senter voted "aye". Councilmembers Bivens voted "no".

Ordinance No. 4752

An Ordinance of the City of Morristown, Tennessee, Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2023 and ending June 30, 2024.

A Public Hearing was held relating to Resolution No. 2023-08. No one spoke.

Councilmember Pedigo made a motion to approve Resolution No. 2023-08. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Resolution No. 2023-08

A Resolution of the City Council of Morristown, Tennessee authorizing the disbursement to ALPS, Boys & Girls Club of Morristown Inc., The Child Advocacy Center, Girls Inc., Helping Hands Clinic Inc., Keep Morristown Hamblen Beautiful, MATS, Morristown-Hamblen Child Care Centers, Rose Center, Senior Citizens Center, Stepping Out, McNabb Center, Morristown's Task Force on Diversity/HOLA, Morristown-Hamblen Imagination Library Advisory Council, Friends of Hospice of the Lakeway Area, Holston United Methodist Home for Children/Hope & Thrive Academy, Morristown Composite SQ Civil Air Patrol, Safe Space, Morristown Area Chamber of Commerce, and Crockett Tavern, and of those funds allocated to these Non-Profit Charitable and Civic Organizations in the City of Morristown's 2023/2024 fiscal year budget.

Councilmember Bivens made a motion to approve Ordinance No. 4753 on its first reading and schedule a public hearing relative to the final passage of said ordinance for July 6, 2023. Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4753

Entitled an Ordinance to annex certain territory and to incorporate same within the corporate boundaries of the City of Morristown Tennessee; Annexation of Lots 1-4 of the Michael Rouse, William Lakins, Derrick Wolfe Property (off of Sublet Road).

Councilmember K. Senter made a motion to approve Ordinance No. 4754 on its first reading and schedule a public hearing relative to the final passage of said ordinance for July 6, 2023. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4754

Entitled an Ordinance to annex certain territory and to incorporate same within the corporate boundaries of the City of Morristown Tennessee; Annexation of property identified as Hamblen County Tax Parcel ID #: 032040 08601 and a portion of property identified as Hamblen County Tax ID#: 032048 05900 with the Zoning Designation of High-Density Residential District, R-3 (Merchants Greene Boulevard/S. Bellwood Road).

Councilmember A'Hearn made a motion of the approval of proposal from LDA Engineering to provide Construction Services for the Talley Ward Recreational Facility Sewer Construction project in an amount not to exceed \$43,000 and authorize the City Administrator to enter into an agreement. Councilmember K. Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to acknowledge bids received for Runway Lighting Replacement, accept the bid from Appalachian Foothills Contracting, LLC as the best and lowest bid, and authorize the City Administrator to execute a contract for the same in the amount of \$805,000 to include Bid Alternate 1. Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to confirm the Disciplinary Action for the Morristown Police Department. Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

The City Administrator reported on Line-Item Transfers as follows:

- a. General Fund #110
- b. ARPA Fund #122
- c. Drug Fund #126
- d. LAMTPO Fund #172
- e. Sanitation Fund #435
- f. Storm Water Fund #440

Mayor Gary Chesney adjourned the June 20, 2023, Morristown City Council meeting at 5:38 p.m.

Mayor

Attest:

City Administrator

PLAN OF SERVICES

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF LOTS 1-4 OF THE MICHAEL ROUSE, WILLIAM LAKIN AND DERREK WOLFE PROPERTY

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:

Being Lots 1-4 of the Michael Rouse, William Lakin and Derrek Wolfe Property as shown on 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

Witt Utility District will extend service to properties within its jurisdiction in accordance with the regulations and extension policies of Witt Utility District.

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.

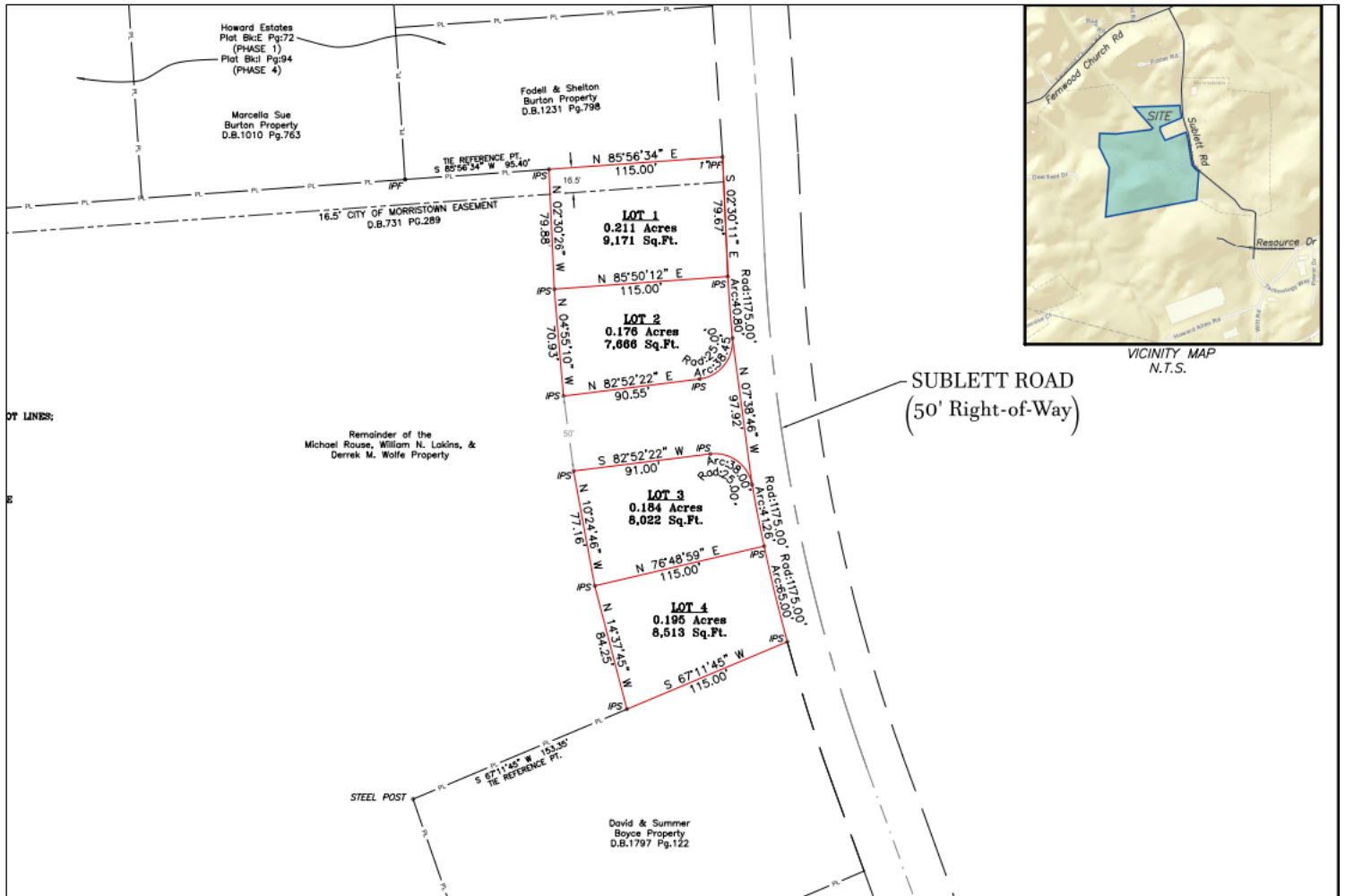
Passed on this 6th day of July 2023.

Mayor

ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning



TO: City Council
FROM: Lori Matthews
DATE: June 20th, 2023
REQUEST: Annexation Request

Staff has received a request for annexation from property owners Nick Lakins/Derek Wolfe/Michael Rouse for a portion of their 98-acre tract located off of Sublett Road. The request is comprised of 4 individual lots located just north of the East Tennessee Progress Center Industrial Park. The lots to be annexed are within the current Urban Growth Boundary Area and contiguous with the existing City of Morristown corporate boundary.

The owners are seeking R-2 (Medium Density Residential) zoning upon approval of the annexation, in order to build single-family residential housing. The 4-lots under consideration are sized as follows:

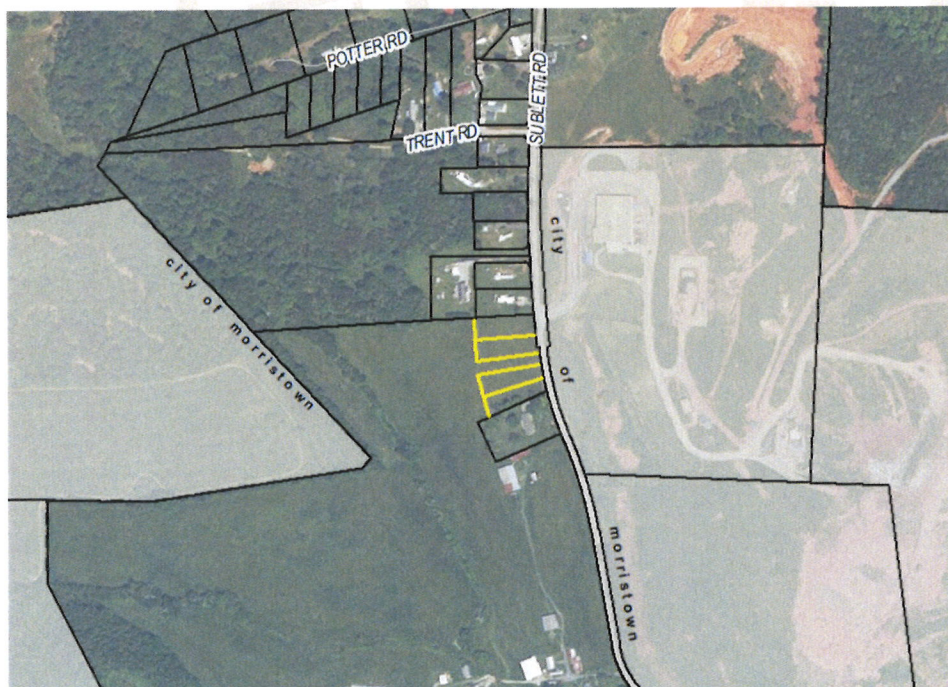
Lot 1	9,171 square feet
Lot 2	7,666 square feet
Lot 3	8,022 square feet
Lot 4	8,513 square feet

Morristown Utilities will be the sanitary sewer service provider and Witt Utilities will provide water service to the small subdivision.

RECOMMENDATION:

The Planning Commission recommended City Council approve the request at their regular meeting on June 13th, 2023.

Proposed Annexation Areas in Yellow



ORDINANCE NO. 4753

ENTITLED AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MORRISTOWN TENNESSEE;

Annexation of Lots 1-4 of the Michael Rouse, William Lakins, Derrick Wolfe Property, the general location being shown on the attached exhibit A;

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:
2. Medium Density Residential (R-2) zoning shall be applied upon adoption of the annexation area.
3. This Ordinance shall become effective from and after its passage, the public welfare requiring it.

PASSED ON FIRST READING THIS 20th DAY OF June, 2023.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND READING THIS 6th DAY OF July, 2023.

MAYOR

ATTEST:

CITY ADMINISTRATOR

EXHIBIT A:



RESOLUTION NO. 2023-10

PLAN OF SERVICES

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTIES LOCATED BETWEEN MERCHANTS GREENE BOULEVARD AND S. BELLWOOD ROAD.

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:

Properties identified as Hamblen County Tax Parcel ID #: 032040 08601 and a portion of Hamblen County Tax ID#: 032048 05900 located between Merchants Greene Boulevard and S. Bellwood 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.

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.

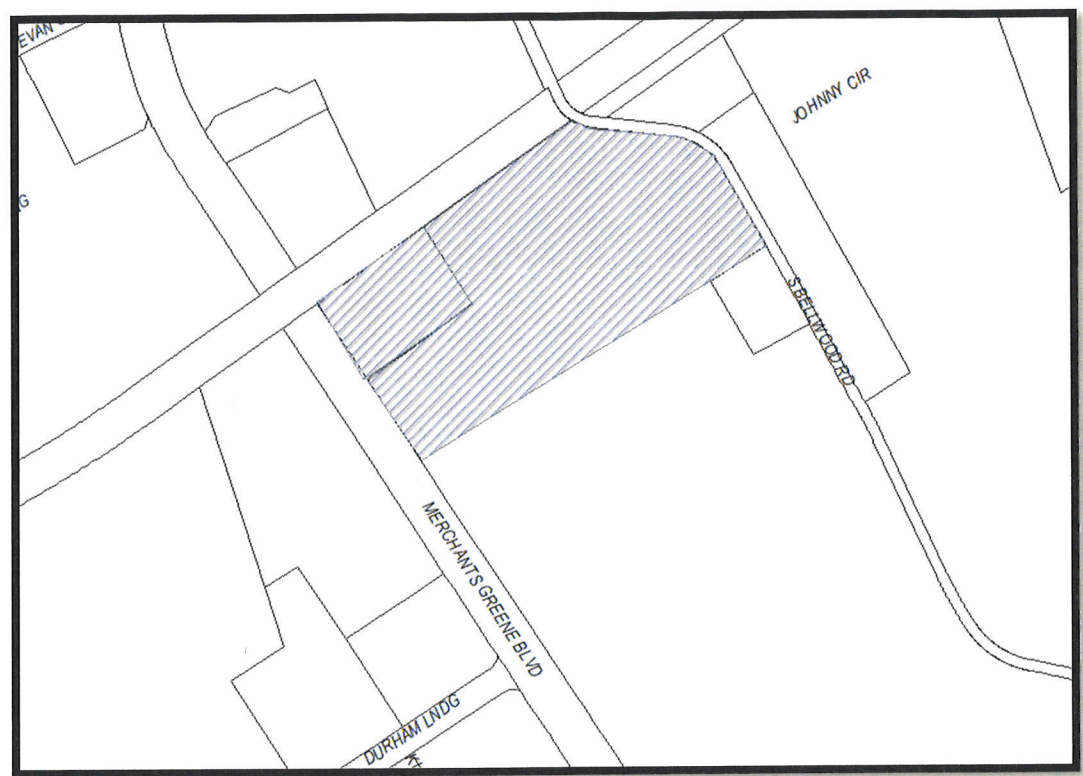
Section II. This Resolution shall become effective from and after its adoption.

Passed on this 6th day of July 2023.

Mayor
ATTEST:

City Administrator

Exhibit A:



The City of Morristown

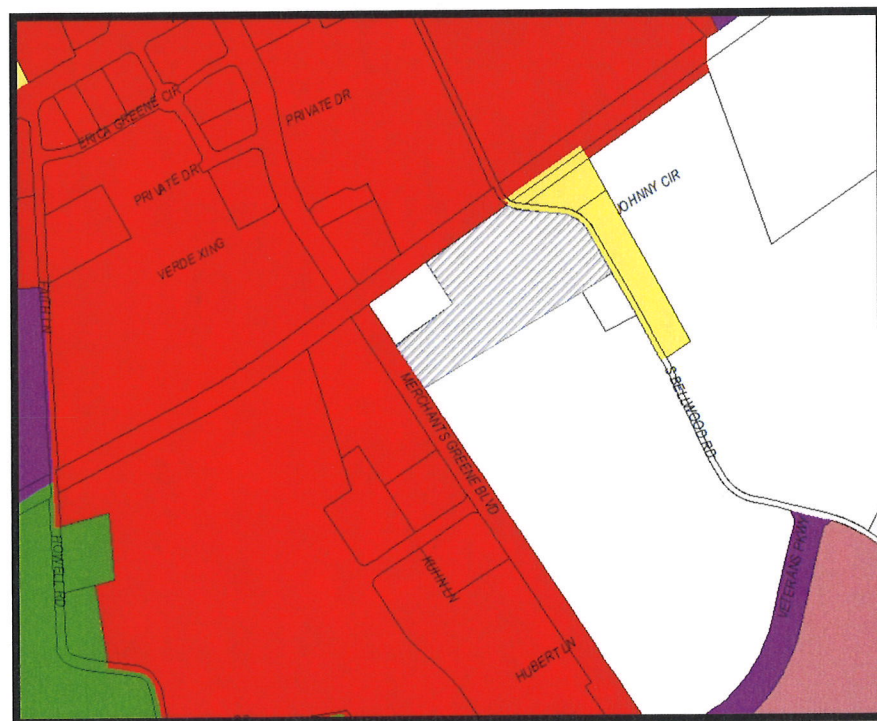
Community Development & Planning



TO: Morristown City Council
FROM: Josh Cole, Senior Planner
DATE: June 20th, 2023
SUBJECT: Annexation Request
Merchants Greene Boulevard/S. Bellwood Road

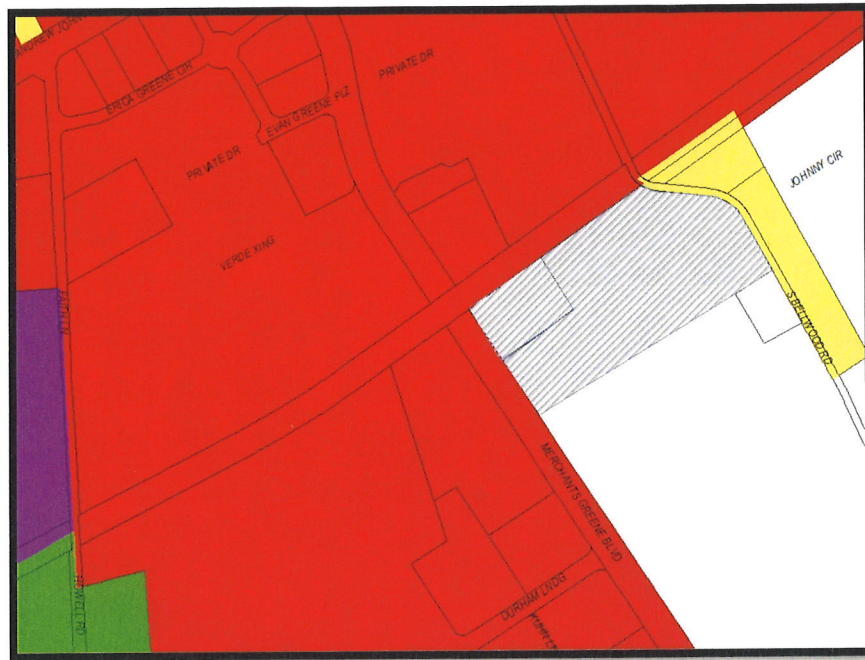
BACKGROUND:

Staff has received a request to annex a portion of a parcel into the corporate limits of Morristown by applicant Sandip Patel on behalf of property owner John Bell. The subject property is between Merchants Green Boulevard and S. Bellwood Road containing approximately 10 vacant acres.



The properties to the north and west are zoned Intermediate Business (IB) and contain a variety of commercial uses while the properties to the east and south contain residential and agricultural uses. The applicant is requesting the R-3 (High Density Residential District) zoning designation in order to place a multi-family development.

However, if approved, this annexation request would result in a “donut hole” as there will be a parcel not within the City limits but surrounded completely by the city. Morristown Utilities owns the parcel and has agreed to request for annexation also with the R-3 zoning as it does allow public utilities as a use permitted outright.



A Plan of Services is also provided which includes utility services and standard City services. No additional Fire or Police personnel will be required at this time but per the police department, there will be an increase in calls if this property is developed in the future. Morristown Utilities currently provides wastewater, water, and electric services

It should be noted all applicable development standards will have to be met prior to any development at this site.

RECOMMENDATION:

Staff recommends approval of the annexation requests with zoning designations of R-3 and Planning Commission voted in support of this request at their June monthly meeting.

ORDINANCE NO. 4754

ENTITLED AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MORRISTOWN TENNESSEE

Annexation of property identified as Hamblen County Tax Parcel ID #: 032040 08601 and a portion of property identified as Hamblen County Tax ID#: 032048 05900 with the Zoning Designation of High-Density Residential District, R-3, the general location being shown of the attached exhibit A;

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

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

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

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

BEGINNING at the point of intersection of Parcel 059.00 of Hamblen County Tax Map 048, Parcel 086.00 of Hamblen County Tax Map 040, and the western S. Bellwood Road right of way and heading in a southwesterly direction along the common boundary shared by Parcel 059.00 of Hamblen County Tax Map 048 and Parcel 086.00 of Hamblen County Tax Map 040 and thence continuing in the same direction to the point of intersection of Parcel 059.00 of Hamblen County Tax Map 048 and the eastern right of way of Merchants Greene Boulevard; Thence in a northwesterly direction to the point of intersection of Parcel 059.00 of Hamblen County Tax Map 048, Parcel 086.01 of Hamblen County Tax Map 040, the eastern right of way of Merchants Greene Boulevard, and the southern right of way of the Norfolk Southern railroad; Thence in a northeasterly direction to the point of intersection of Parcel 059.00 of Hamblen County Tax Map 048, the southern right of way of the Norfolk Southern rail road, and the western right of way of S. Bellwood Road; Thence in a southeasterly direction along the common boundary of Parcel 059.00 of Hamblen County Tax Map 048 and the western right of way of S. Bellwood Road to the point of BEGINNING.

(2) High Density Residential District (R-3) zoning shall be applied upon adoption of the annexation area.

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

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

Passed on first reading the 20th day of June 2023.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 6th day of July 2023.

Mayor

ATTEST:

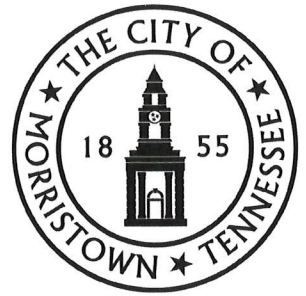
City Administrator

Exhibit A:



The City of Morristown

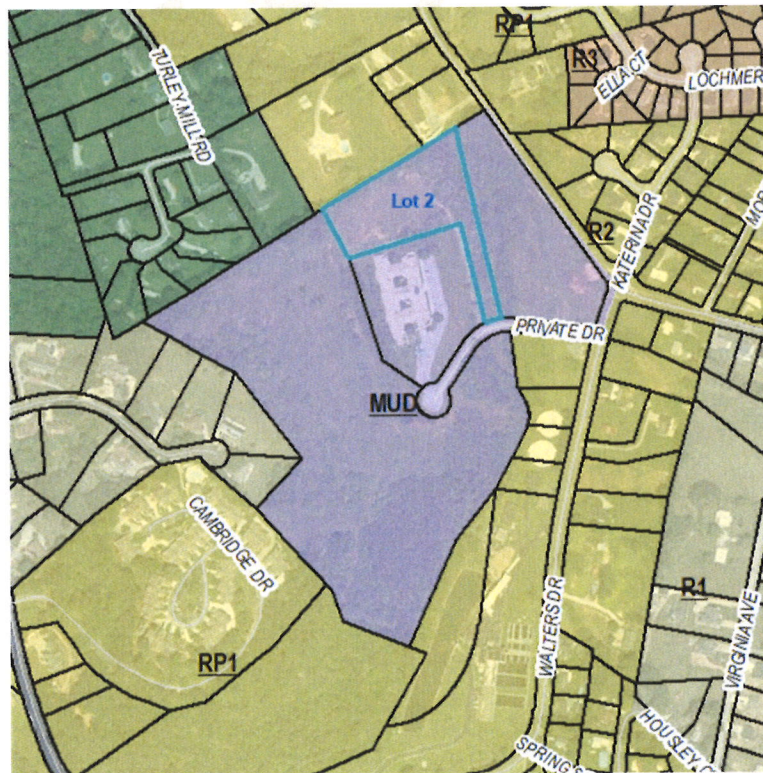
Community Development & Planning



TO: City Council
FROM: Lori Matthews
DATE: July 6th, 2023
REQUEST: Mixed Unit Development (MUD) Amendment Request

Staff has received a request from Guzman Construction to amend a previously approved site plan (2007) for a Mixed Use Development (MUD) located at the northeast intersection of Cherokee Drive with Walters Drive. The 32+ acre parcel was originally subdivided into 4-lots in 1998 with an assisted living facility being built in 2000.

Plans were approved in 2007 for a multiuse development to consist of medical offices, townhouse residential and commercial retail. Unfortunately, construction never began. Since that time, the property has changed ownership. It is the intent of the new owners to build to the original site plan, making one change, which requires Planning Commission approval. Plans as submitted show a change in use from medical office to apartments on Lot 2 of the subdivision which is located due north of the existing Dewitt Assisted Living Center.



The plans meet the newly adopted MUD regulations which require a minimum of 20% open space and a 50-foot vegetative perimeter against adjoining residential housing to include canopy and understory trees. The 24-unit apartment complex will be 3-stories or 32 feet in height and just over 100-feet from the Lot 2 northern property line.

RECOMMENDATION:

This item was presented to the Morristown Regional Planning Commission at their June 13th meeting where they voted to forward their recommendation to approve to the City Council.



RESOLUTION NO. 2023-11

MIXED USE DEVELOPMENT MASTER PLAN

RESOLUTION TO APPROVE AN AMENDED SITE PLAN, SPECIFICALLY LOT 2, OF THE MIXED USE MASTER PLAN ORIGINALLY ADOPTED IN 2007 TO BE CONSTRUCTED AT THE INTERSECTION OF CHEROKEE DRIVE AND WALTERS DRIVE.

WHEREAS, the requirements contained within Chapter 25 (MUD) Mixed Use District of the City's Zoning Ordinance stipulate the Morristown Regional Planning Commission shall forward a recommendation to approve or deny plans which are zoned MUD (Mixed Use District) and;

WHEREAS, the Morristown Regional Planning Commission voted to forward a recommendation to approve an amendment proposed for Lot 2 of the above described Master Plan at their regular meeting of June 13th 2023 and;

WHEREAS, the City Council shall review the proposed (MUD) amended site plan and hold a public hearing to grant approval or denial of said plan;

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

That the original plan for Lot 2 of the above described Master Plan has been changed to reflect multi-family use which is different from the originally approved plan which showed medical professional office use, a copy of said concept plan as approved by the Morristown Regional Planning Commission being attached to the memorandum as Exhibit A.

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

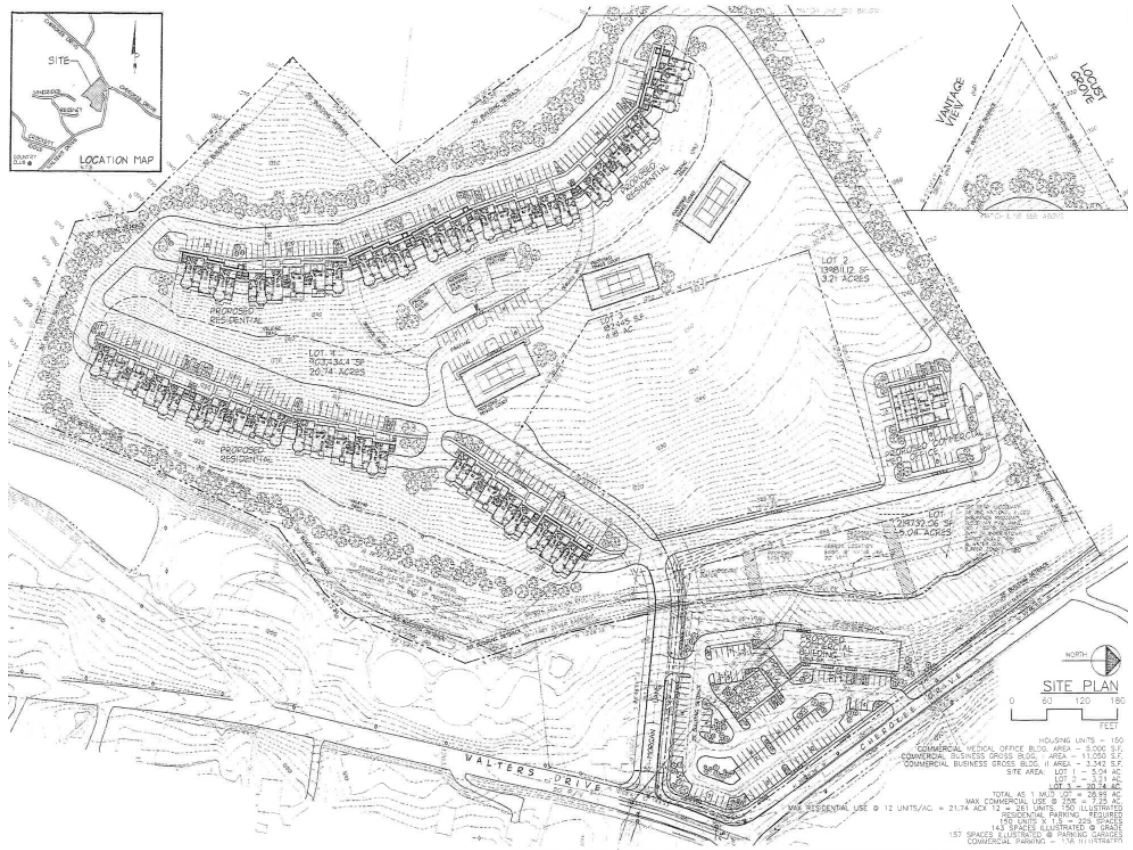
Passed on this 6th day of July 2023.

Mayor

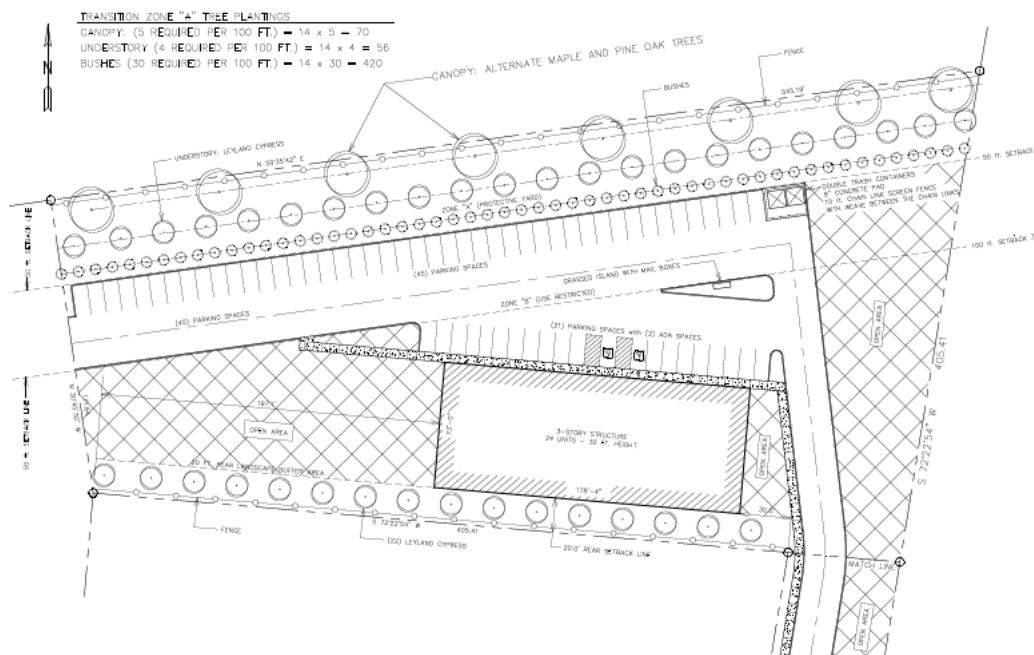
ATTEST:

City Administrator

ORIGINAL PLAN



PROPOSED PLAN FOR LOT 2



ORDINANCE NO. _____,
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 10, SECTION 108 OF THE
MORRISTOWN MUNICIPAL CODE.

Be it ordained by the City Council for the City of Morristown that the text of Title 10, Section 108 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

“TITLE 10

ANIMAL CONTROL

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

(a) **No person shall keep any animal, bird or fowl which, by causing frequent or long continued noise, shall unreasonably disturb the quiet, comfort, or repose of any person in the vicinity.**

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

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

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

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

a. The permit to keep hens is personal to the permittee and may not be assigned. In addition, the permit authorizes the keeping of hens only upon the property described in the permit. The permittee must occupy the residence on the property where the chickens are kept as the permittee's personal, primary residence. An applicant for a permit must either

own the property or have written permission from the property owner to be eligible for a permit. Only one permit is allowed per permittee. In the event the permittee is absent from the property for longer than 30 days, the permit automatically shall terminate and become void.

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

i. The location of the proposed henhouse and enclosure;

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

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

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

a. Up to six hens may be allowed.

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

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

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

(4) *Fenced enclosures and henhouses.*

a. Hens must be kept in a fenced enclosure at all times. The fenced enclosure must be either covered, or at least 42 inches high, in which case, all hens must be wing-clipped to prevent escape. Hens shall be secured within the henhouse during non-daylight hours.

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED ON FIRST READING THIS _____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS _____ DAY OF
_____, 2023.

MAYOR

ATTEST:

CITY ADMINISTRATOR

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 17th day of May, 2023, by and between 3 WNR OME TN 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 _____
040-030.20 as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book 1970 Page 878, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as Wash N' Roll
(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:

3 WNR OME TN PROPERTIES, LLC
Company/Corporation/Partnership Name (Seal)

By: _____

Steven R. Griffith
(Type Name)

Steven Griffith
(Type Title)



State of Tennessee

County of Wilson

The foregoing Agreement was acknowledged before me this 18 day of May, 2023

by Veronica Norris

V. Norris

Notary Public

My Commission Expires 7.22.2025

Approved as to form:

Approved by the City:

City Attorney

Date

Mayor

Date



3 WNR OME TN PROPERTIES, LLC

May 17, 2023

City of Morristown
100 West 1st North Street
Morristown, TN 37814

Via U.S. Mail

Re: Wash N' Roll – 4382 Erica Greene Circle, Morristown, TN 37814
Inspection and Maintenance Agreement

Dear City of Morristown:

Enclosed in connection with the above-reference property, is the originally executed Inspection and Maintenance Agreement.

I would appreciate it if you would please send me a copy of the fully executed, recorded copy for our records when available.

Sincerely,

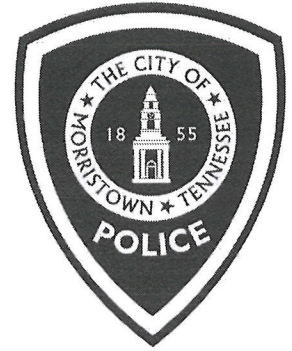
/s/Lesley J. Adam

Lesley J. Adam
Phone: +1.651.428.8158
E-mail: lesley@srgassets.com

Enclosure

The City of Morristown

Morristown Police Department



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger D. Overholt *RDO*

Date: June 28, 2023

Re: K9 Vest Donation

Vested Interest in K9, inc. provides bullet and stab protection vests and other assistance to dogs of law enforcement and related agencies throughout the United States. The program is funded by both private and corporate donations. The nonprofit organization is willing to provide a vest for Morristown Police Department's K9 Odin. The vest will be sponsored by Randy and Denise King of Noble Realty, Knoxville, TN. The new vest will replace the K9's current outdated ballistic vest. The value of the donation is approximately \$1,000.00.

Thank you for your continuing support of our K9 program.

RDO/aw



Morristown City Council Agenda Item Summary

Date: July 6, 2023

Agenda Item: Acknowledge bids received for Microsoft Office 365 renewals for fiscal year 2024, accept the bid from Go Full Cloud as the lowest and best bid, and authorize the purchase of 237 units for a total of \$52,329.60.

Prepared By: Andrew Ellard

Subject: Microsoft License Renewals

Background: The City solicited for and opened bids on June 27, 2023. The solicitation was published twice in the Citizen Tribune as well as on Vendor Registry. Six vendors submitted bids.

Findings/Current Activity:

Administration has reviewed the bids received and determined that Go Full Cloud is the lowest and best bid. All bids were based on an anticipated 187 licenses similar to last year, but IT has suggested that the 500 remaining, lower classification licenses be upgraded for additional cybersecurity.

Financial Impact:

All 237 licenses were anticipated with the FY2024 budget. This bid comes in slightly under the estimated cost.

Action options/Recommendations:

Authorize the purchase.

Attachment: Bid Tab

**MICROSOFT 365 LICNSE
BID TAB
JUNE 27, 2023**

VENDOR	TOTAL BID
Software One, Inc.	\$45,620.52*
DBISP, LLC	\$45,682.23
Hiscall, Inc.	\$46,002.00
Innova Consulting Group	\$41,738.40
Go Full Cloud	\$41,289.60
SOS Computers, LLC	\$44,693.00

*Software One showed their bid as \$3,801.71. Staff confirmed with the vendor that this was a monthly price.

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One Dollar cash in hand paid, receipt of which is hereby acknowledged, the undersigned **CITY OF MORRISTOWN, TENNESSEE, a municipal corporation with situs in Hamblen County, Tennessee, created by the Private Acts of the Tennessee Legislature in 1903 by Chapter 103**, hereby quitclaims and conveys unto **HAMBLEN COUNTY, TENNESSEE, a political subdivision of the State of Tennessee**, all of its right, title, claim and interest in the following described real estate, situate in the First (1st) Civil District of Hamblen County, Tennessee, within the corporate limits of the City of Morristown, Tennessee, to-wit:

Being Lot 25R2A and containing 0.392 acres as shown on a plat of the Rhea Town Subdivision, Re-Subdivision of Lot 25 R1, dated December 1, 1994, revised December 22, 1994, Gary C. Clark, RLS, Tennessee No. 1329 and of record in the Register's Office for Hamblen County, Tennessee in Plat Cabinet E, Slide 71 to which reference is made for further and more complete description.

Being a part of the real estate conveyed to the City of Morristown, Tennessee by deed of P. Douglas Morrison and wife, Patricia S. Morrison dated December 19, 1992 and of record in the Register's Office for Hamblen County, Tennessee in Deed Book 401, page 321.

The deed is made for the purpose of correcting and completing a conveyance made to Hamblen County, Tennessee in Deed Book 421, page 290.

This conveyance is made subject to:

1. The restrictions of record in the Register's Office for Hamblen County, Tennessee in Deed Book 140, page 335, as amended at Deed Book 150, page 394;
2. Those restrictions set out in Deed Book 194, page 400 in said Register's Office;
3. Where applicable, sewer, utility and drainage easements

along southern one-half of subject property as shown on the plat recorded at Plat Cabinet C, Slide C-33;

- 4. The Turkey Creek Relocation drainage easement;
- 5. Building setbacks and a 10’ drainage and utility easement inside all exterior boundary lines (5’ each side of all interior lot lines) as depicted on the aforesaid plats;
- 6. The parking easement area shown on the aforesaid plat of the Re-Subdivision of Lot 25 R1, being a non-exclusive parking easement in favor of Intersouth, Inc., then Morristown Mall Associates Ltd., then DTM Limited Partnership, etc., now Morris Investors, Ltd., its assignees and mortgagees, at Deed Book 295, Page 887, and Deed Book 297, Page 668, amended at Deed Book 297, Page 672 and Deed Book 329, Page 596, and affecting rear of above described parcel;
- 7. Those sewer line easements and drainage easements depicted on the aforesaid plat of the Re-Subdivision of Lot 25R1;
- 8. Any easements for telephones and right-of-way of Norfolk Southern Railway.

Description taken from prior deed – no new survey made.

Witness my hand this _____ day of June, 2023.

CITY OF MORRISTOWN, TENNESSEE

By: _____
Gary Chesney, Mayor

ATTEST:

Anthony Cox, City Administrator

STATE OF TENNESSEE
COUNTY OF HAMBLEN

Personally appeared before me, the undersigned Notary Public in and for the state and county aforesaid, personally appeared **GARY CHESNEY**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Mayor of the City of Morristown, Tennessee, the within named bargainor, a corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Mayor.

Witness my hand and official seal at office in said county, this _____ day of _____, 2023.

My commission expires:

Notary Public

I hereby swear or affirm that the actual consideration for this conveyance or value of the property transferred, whichever is greater, is \$_____.

Affiant

Sworn to and subscribed before me,
this _____, 2023.

My commission expires:

Notary Public or Register

**PREPARER OF THIS DEED DID NOT
CLOSE THIS TRANSACTION**



Morristown City Council Agenda Item Summary

Date: July 6, 2023

Agenda Item: Declare surplus certain structures and contents on city owned property at 112 W 2nd North Street.

Prepared By: Andrew Ellard

Subject: Surplus certain structures and contents at 112 W 2nd North Street

Background: The City recently closed on the purchase of the property at 112 W 2nd North Street, bound by Turkey Creek to the West, 3rd Street to the North, abandoned railroad ROW to the East, and 2nd Street to the South. Some of the older buildings, which have no useful value to the city, may have salvageable building materials. The buildings were also left with various contents.

Findings/Current Activity:

While the City may remove any items it determines to be of use, it is staff's recommendation to declare surplus all contents in all buildings, disposing of them unless there may be value in auctioning certain items. It is staff's recommendation to declare surplus the two (2) Southernmost structures on the property as well as the lumber shed structure in the Southwest corner fronting the creek. The recommendation includes issuing a request for (buyer) bids to salvage materials over a period of time. Following that time, the City would demolish what remains. It is staff's recommendation to declare surplus the metal structure along the railroad ROW and to deconstruct and sell/recycle the metal. Until plans for the site develop further, the building in the Northwest corner would remain except as any demolition or deconstruction may be deemed necessary for safety.

Financial Impact:

Declaring these items/structures surplus has no direct cost to the city. Value received for salvage materials or contents is likely to be negligible.

Action options/Recommendations:

Approve to surplus and dispose of contents and structures as herein described.

Attachment: Aerial view for reference





Morristown City Council Agenda Item Summary

Date: July 6, 2023

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

Prepared By: Andrew Ellard

Subject: Tuff Torq Corporation 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 \$30,000 annually for identification as a preferred partner and Presenting Sponsor of the Executive Boardroom and Boardroom Suite. The facility's commitment in the proposal relates to identification of Tuff Torq with signage in the boardroom and on the Landing website, discounted membership for employee families, facility access for a certain number of corporate events, and discounting of other meeting room use.

Financial Impact:

The sponsorship is a direct revenue of \$30,000 annually for three years..

Action options/Recommendations:

Authorize the sponsorship agreement.

Attachment: Sponsorship Agreement

SPONSORSHIP AGREEMENT

1. This establishes that TUFF TORQ CORPORATION (hereinafter referred to as "Sponsor") enters into agreement with the City of Morristown dba Morristown Landing (hereinafter referred to as "Facility") for the services set forth in this Membership 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

SPONSORSHIP AGREEMENT

Date: _____

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: General Manager
4355 Durham Landing
Morristown, TN 37814

To Sponsor: Tuff Torq Corporation
Attention: President, Executive Team
5943 Commerce Blvd
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 July 1, 2023, and shall expire on June 30th, 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:

SPONSORSHIP AGREEMENT

Date: _____

- 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:** In exchange for performance described in Exhibit A, Sponsor shall pay Facility compensation per the following terms.

Compensation to be paid by Sponsor to Facility	
Sponsorship of Executive Boardroom	Thirty Thousand Dollars (\$30,000) annually as a preferred partner of the Executive Boardroom and Boardroom Suite. Payment is due July 1, 2024 and on July 1 2025 on each year thereafter.
Marketing Assets	Details are listed in exhibit A, the last page of this document.

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

Signature Page to Follow

SPONSORSHIP AGREEMENT

Date: _____

Signatures indicating agreement with the terms outlined above:

SPONSOR

Tuff Torq, Corporation

BY _____
Sponsor Representative

Title

Date

FACILITY

Morristown Landing

BY _____
As agent for Facility

Title

Date

Primary Sponsor Contact:

President, Executive Team
5943 Commerce Blvd
Morristown, TN 3814

Date: _____

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.

- Facility will Provide Sponsor's employees with a discounted Facility recreation membership program including family memberships
- Facility will present four (4) Health and Fitness lunch and learns annually at Tuff Torq site
- Designation of Sponsor as "Presenting Sponsor of Executive Boardroom and Boardroom Suite"
- No charge use of the Boardroom four (4) times annually (not including food or service charge)
- No charge use of meeting space for Holiday Party and one (1) additional event in meeting space annually (Not including food or service charge)
- Thirty percent (30%) off weekday meeting space rental pricing, (Not including food or service)
- Installation of two (2) Tuff Torq logo graphics in 1 each Boardroom and Boardroom suite. *The design, fabrication and installation of the graphics is a Tuff Torq expense, but size, design and placement will all be approved by Facility.*
- Promotional inclusion on Facility's recurring media players and web site

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

_____	_____	_____
Sponsor Representative	Title	Date
_____	_____	_____
Facility Representative	Title	Date



Morristown City Council Agenda Item Summary

Date: July 6, 2023

Agenda Item: Approve amended quote and authorize the purchase from Bryx, Inc. relative to the Station Alerting System purchase authorized April 18, 2023 for an increase of \$4,975.00 for necessary server rack equipment and updated speakers.

Prepared By: Andrew Ellard

Subject: Update to Station Alerting System Purchase

Background: Station Alerting had originally been a part of the TACN project scope of work, but Motorola was unable to create the system and we descope it from that contract. On April 18, 2023 City Council approved a cooperative purchase from Bryx, Inc for the desired system, and a Purchase Order was issued.

Findings/Current Activity:

Upon Bryx's site visit to the stations, it was determined that additional server rack space was necessary and that audio speakers in the bays needed to be updated as well.

Financial Impact:

The additional cost for these changes is \$4,975.00. As the original TACN project was an ARPA project, the Bryx purchase – and this additional cost – are both to be drawn from ARPA grant funds. The original (April 18, 2023) purchase amount was \$205,000. With this update, the annual maintenance/service cost is unchanged.

Action options/Recommendations:

Authorize the purchase.

Attachment: Updated Quote

QUOTE

Recurring total

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

Valid until Sep 26, 2023


BRYX INC

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

QUOTE NUMBER QT-E2EAD995-0001-2
 ISSUE DATE Jun 28, 2023
 EXPIRATION DATE Sep 26, 2023

QUOTE FOR
Clark Taylor
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
Bay Speakers for Station 1	4	\$200.00	\$800.00
Bay Amarant Light Bar Station 1- x 2 Station 2- x 1	3	\$300.00	\$900.00
Server Racks For Bryx Equipment	6	\$500.00	\$3,000.00

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
LED Strip Lights Locations per walkthroughs. 35 in total	1	\$0.00	\$0.00
Bay 360 Speaker- Station 2	1	\$275.00	\$275.00
Subtotal			\$209,975.00
Upfront total			\$209,975.00
Recurring total			\$15,000.00

MORRISTOWN UTILITIES COMMISSION

433 West First North St
PO Box 667
Morristown, TN 37815
Ph. 423-586-4121 www.musfiber.net

June 29, 2023

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

Dear Tony,

I am forwarding the resolution adopted by the Morristown Utilities Commission at the board meeting June 1, 2023, which identifies three nominees for the first submission of the Board vacancy currently held by Bryan Dickerson.

We do not require applications and resumes are not available at present. For additional information, you can reach the nominees at these numbers:

Bryan Dickerson, Owner, Panther Steel Company
1436 Darbee Drive
Morristown, TN
(423) 748-7654

Glenn Thompson, CPA
1025 Walters Drive
Morristown TN
(423) 736-0752

Ryan Kragel, Owner, Crescent Center Drugs
857 Colonial Drive
Morristown, TN 37814

Sincerely,



Joseph S. Wigington
General Manager

cc: Mayor Gary Chesney

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

RESOLUTION 2023-06-03

SUBMISSION FOR BOARD MEMBER VACANCY

BEING A RESOLUTION BY THE MORRISTOWN UTILITIES COMMISSION FOR THE PURPOSE OF SUBMITTING TO THE MAYOR A LIST OF THREE ELIGIBLE PERSONS FOR THE MAYOR'S NOMINATION AND CITY COUNCILS' CONFIRMATION OF ONE SUCH PERSON TO SERVE ON THE COMMISSION.

WHEREAS, the City of Morristown, Tennessee (City) is a municipal corporation created by the Private Acts of the Tennessee Legislature of 1903, Chapter 103, and

WHEREAS, The Morristown Utilities Commission (Commission) is a governmental entity with situs in Morristown, Tennessee, having been created by the Private Acts of the Tennessee Legislature of 1901, Chapter 392; and

WHEREAS, Chapter 392 of the Private Acts of the Tennessee Legislature for 1901 was amended and ratified by referendum on May 1, 2001, which increased the number of commissioners from three to five members and provided a method for the appointment of members; and

WHEREAS, Chapter 392 of the Private Acts of the Tennessee Legislature for 1901 was further amended and ratified by City Council on May 1, 2012, which amendment modified the method for appointment of commission members; and

WHEREAS, pursuant to this amendment, one vacancy exists on the Morristown Utilities Commission for a five year term beginning on August 1, 2023, and ending July 31, 2028; and

NOW, THEREFORE, BE IT RESOLVED BY THE MORRISTOWN UTILITIES COMMISSION, that in accordance with the method of appointment of Commission members, the following list of nominees is submitted to the Mayor of the City of Morristown for the existing vacancy, this being the first set of names in accordance with the MUC Charter as amended effective May 1, 2012.

Term beginning on August 1, 2023, and ending July 31, 2028.

- (1) Bryan Dickerson
- (2) Glenn Thompson
- (3) Ryan Kragel

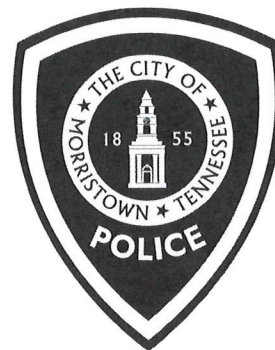
PASSED this 29th day of June, 2023.


George B. McGuffin, Chairman


Rod Isaacs, Secretary

The City of Morristown

Morristown Police Department



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger D. Overholt *RDO*

Date: June 28, 2023

Re: Employee Disciplinary Action

I am requesting confirmation for a disciplinary action of a police officer. I am making this request based upon the findings of the department's Traffic Crash Review Committee due to an at-fault accident. I request the officer receive an 8-hour suspension. This action would be in compliance with our disciplinary process.

The officer will also be required to attend the one-day classroom portion of the academy's driving week.

Thank you,

RDO/aw