

**WORK SESSION AGENDA  
NOVEMBER 21, 2023  
4:00 p.m.**

1. Agenda Review and Citizen Forum

**AGENDA  
CITY OF MORRISTOWN, TENNESSEE  
CITY COUNCIL MEETING  
NOVEMBER 21, 2023  
5:00 p.m.**

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Reverend Chris Talley, Morristown Police Department Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **ADOPTION OF AGENDA**

6. **PROCLAMATIONS/PRESENTATIONS**

1. Cornerstone Beta Club – Presentation

2. Award Presentation: The American Planning Association Tennessee Chapter - Outstanding Project – Small Jurisdiction for the South Cumberland Complete Streets Project.

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

8. **APPROVAL OF MINUTES**

1. November 7, 2023

9. **OLD BUSINESS**

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

10. **NEW BUSINESS**

#### **10-a. Resolutions**

1. Resolution No. 2023-22  
Being a Resolution of The City of Morristown, Requesting the General Assembly of the State of Tennessee to amend the Private Act Charter of The City of Morristown.
2. Resolution No. 2023-23  
Being a Resolution of The City of Morristown, Tennessee, updating and amending the City of Morristown Employee Handbook in its entirety.

#### **10-b. Introduction and First Reading of Ordinances**

1. Ordinance No. \_\_\_\_\_  
Being an Ordinance of the City Council of Morristown, Tennessee amending certain portions of Title 14 (Zoning and Land Use Control), Chapters 2, 3, 4a, 6, 8b, 7, 8, 9, 10, 11 and 31 of the Morristown Municipal Code. (Boarding Houses).  
**{Public Hearing December 5, 2023}**

#### **10-c. Awarding of Bids/Contracts**

1. Acknowledge the receipt of three (3) eligible responses to the Request for Proposals for sale and/or redevelopment of the former Fire Station No. 4 and direct staff to negotiate a sales/development contract with the preferred respondent.
  - a. KBD, LLC
  - b. Sellars Gas Appliance
  - c. James E. Sisson
2. Acknowledge the receipt of bids for sale of real estate at 709 Talbott Rd. and award the bid to Ronald Bishop in the amount of \$3,500.
3. Acknowledge the receipt of bids for sale of real estate at 1021 Ridgecrest St. and award the bid to Tracey Parker in the amount of \$7,003.
4. Approve a ground lease between the City of Morristown and Brent Pressley dba Smokey Mountain Aeroplanes to allow for the construction of a hangar as depicted in the proposed agreement. The Morristown Regional Airport Commission recommended approval November 16, 2023.
5. Approve a ground lease and development agreement between the City of Morristown and Southern Flyers EAA Chapter 1494, Inc. to allow for the construction of a hangar and taxilane connection in the eastern portion of the airport. The Morristown Regional Airport Commission recommended approval November 16, 2023.

6. Approve Work Authorization No. 5 for Goodwyn Mills Cawood to provide construction administration services for the development of the western taxilane extension and hangar development area. The Morristown Regional Airport Commission recommended approval at the November 16, 2023 commission meeting.
7. Declare surplus the attached list of fifty (50) air pack bottles and approve a transfer of the bottles, with a salvage value of \$100, to the West Hamblen County Volunteer Fire Department in recognition of the much greater value they will provide to the community with said bottles.
8. Approval of Inspection and Agreement (I&M) between the City of Morristown and McNeilus Steel Inc. for Lot 8 at the East Tennessee Progress Center.
9. Approval of Agreement with LDA Engineering to provide Professional Services as related to Debi Circle TEMA Grant Preparation in an amount of \$33,000.
10. Approve purchase of nine (9) Dodge Charger Police Interceptor vehicles under State Contract #209 totaling \$328,437.
11. Approval of Contracts of Obligation in Lieu of Performance Bonds - 2023 Annual Inflation Adjustment of the Financial Assurance for Hamblen County and City of Morristown Landfills as required by the Regulations of TDEC's Division of Solid Waste Management.

**10-d. Board/Commission Appointments**

1. City Council appointment to the Construction Board of Adjustments, Appeals and Examiners to fill the unexpired term of J. Eddie Fuller; term expiring May 1, 2024.

**10-e. New Issues**

1. Approval to hire two (2) Entry-Level Officers for the Morristown Police Department.
2. Approval of Promotion to Detective, Morristown Police Department.
3. Confirmation of disciplinary action for the Morristown Police Department.

**11. CITY ADMINISTRATOR'S REPORT**

**12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES**

**13. ADJOURN**

## WORK SESSION November 21, 2023

1. Morristown Landing 1<sup>st</sup> Quarter Update
2. Redflex

### City Council Meeting/Holiday Schedule.

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
January 1, 2024	Monday		City Center Closed – Observance of New Year's Day
January 2, 2024	Tuesday	4:00 p.m.	City Council Agenda Review & Citizen Forum
January 2, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
January 15, 2024	Monday		City Center Closed – Observance of Martin Luther King Day
January 16, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
January 16, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 6, 2024	Tuesday	3:30 p.m.	Finance Committee Meeting
February 6, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
February 6, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 20, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
February 20, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 5, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
March 5, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 19, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
March 19, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 29, 2024	Friday		City Center Closed – Observance of Good Friday



**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
NOVEMBER 7, 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, November 7, 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 Mark Campbell, Morristown Police Department Master Chaplain led in the invocation. Councilmember A'Hearn led the "Pledge of Allegiance".

Councilmember A'Hearn made a motion to adopt the November 7, 2023 agenda as presented. Councilmember K. Senter seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided. Linda Noe and Matt Sellars spoke.

Councilmember A'Hearn made a motion to approve the October 17, 2023 minutes as circulated. Councilmember K. Senter seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Ordinance No. 4761. No one spoke.

Councilmember A'Hearn made a motion to approve Ordinance No. 4761 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 4761**

**An Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID #s 032033L G 01800, 032033L G 01900, 032033L G 02000 from IB (Intermediate Business District) to CB (Central Business District), (309, 313 and 317 N. Cumberland Street).**

A Public Hearing was held relating to Ordinance No. 4762. No one spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 4762 on second and final reading. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 4762**

**An Ordinance to close and vacate certain rights-of-ways between East 6<sup>th</sup> North Street and East 4<sup>th</sup> North Street within the City of Morristown, Tennessee.**

A Public Hearing was held relating to Resolution No. 2023-21. No one spoke.

Councilmember Pedigo made a motion to approve Plan of Services Resolution No. 2023-21. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

**Resolution No. 2023-21**

**A Resolution Adopting a Plan of Services for the Annexation of Hamblen County Tax ID #0322 06201 located off of Noe’s Chapel Road.**

A Public Hearing was held relating to Ordinance No. 4763. No one spoke.

Councilmember Bivens made a motion to approve Ordinance No. 4763 on second and final reading. Councilmember K. Senter seconded the motion and upon roll call; all voted “aye”.

**Ordinance No. 4763**

**Entitled an Ordinance to annex certain territory and to incorporate same within the corporate boundaries of the City of Morristown Tennessee; Annexation of 14.68 acres as described in Hamblen County Warranty Deed Book 2001, Pages 808-812, having Hamblen County Tax ID #032024 06201 (intersection of Cherokee Drive and Noe’s Chapel Road).**

A Public Hearing was held relating to Ordinance No. 4764. No one spoke.

Councilmember A’Hearn made a motion to approve Ordinance No. 4764 on second and final reading. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

**Ordinance No. 4764**

**Being an Ordinance of the City Council of Morristown, Tennessee amending Title 14 (Zoning and Land Use Control), Chapter 35 (Gateway Overlay District) of the Morristown Municipal Code (to include South Cumberland).**

A Public Hearing was held relating to Ordinance No. 4765. No one spoke.

Councilmember Bivens made a motion to approve Ordinance No. 4765 on second and final reading. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 4765**

**Being an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tax Parcel ID's # 041F E 037.15 AND #041F E 037.13 from R-2 (Medium Density Residential) to HI (Heavy Industrial) (located at end of South Economy).**

A Public Hearing was held relating to Ordinance No. 4766. No one spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 4766 on second and final reading. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 4766**

**Being an Ordinance of the City Council of Morristown, Tennessee amending Title 14 (Zoning and Land Use Control), Chapter 12 (Light Industrial District) Section 14-1208 (Building Height).**

Councilmember A'Hearn made a motion to declare computer and electronic equipment as surplus. Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

Councilmember K. Senter made a motion to authorize a one-time purchase of five (5) 10-8 Arsenal In-Car camera systems along with ten (10) batteries for a total of \$12,437.45. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to authorize the purchase of sixteen (16) Tactical Shields per the attached quote for \$8,423.84 from Dana Safety Supply via an open governmental agreement between Dana Safety Supply and Bradford County, Florida. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember K. Senter made a motion to authorize the purchase of rock salt from Morton Salt Company in an amount not to exceed \$50,000 via Statewide Contract (#507). Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to declare Police Vehicle #370 2014 Dodge Charger that has been removed from service as surplus (VIN#2C3CDXAG1EH132939). Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

Councilmember K. Senter made a motion to approve the Proposal for CDBG Consolidated Plan "Analysis of Impediments to Fair Housing" by Central Services in an



amount of \$11,500 to be paid by CDBG funds. Councilmember J. Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to approve a ground lease and development agreement between the City of Morristown and WP Air LLC to allow for the construction of additional taxilanes and hangars in an area west of the SEI development area and hangars. The Morristown Regional Airport Commission recommended approval July 27, 2023. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember K. Senter made a motion to authorize the application for the Shade Your Stream Grant in an amount up to \$83,000. Local match in an amount up to \$16,000. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve the Professional Service Agreement with Lose Design for the design and construction administration services for a series of improvements at Frank Lorino Park and Fulton-Hill Park in an amount of \$324,280. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to authorize the one-time purchase of one (1) Explosive Ordnance Disposal (EOD) robot, accepting the quote from Peraton Remotec as a sole source purchase, totaling \$348,531. Councilmember J. Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to defer action related to the sale and/or redevelopment of the former Fire Station No. 4 to the November 21, 2023 City Council meeting. Councilmember K. Senter seconded the motion and upon roll call; Councilmembers Bivens, Garrett, J. Senter and K. Senter voted “aye”. Councilmembers A’Hearn, Pedigo and Mayor Chesney voted “no”.

Councilmember K. Senter made a motion to approve the Inspection and Maintenance Agreement (I&M) between the City of Morristown and Morristown Hall Apartments, L.P. for Avonlea Greene Apartments. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney appointed John Wallace to the Morristown Regional Planning Commission to fill the unexpired term of Amy Hancock; term expiring March 1, 2024.

City Administrator Tony Cox presented the Final Report of the Compensation and Classification Study by Evergreen Solutions, LLC.

Mayor Gary Chesney adjourned the November 7, 2023, Morristown City Council meeting at 5:59 p.m.

---

Mayor

Attest:

---

City Administrator

DRAFT



## Morristown City Council Agenda Item Summary

**Date:** November 21, 2023

**Agenda Item:** Rescind Resolution 2023-19 and Adopt a new resolution requesting the General Assembly of the State of Tennessee to amend the Private Act charter of the City of Morristown.

**Prepared By:** Andrew Ellard

**Subject:** Resolution Requesting Charter Introduction

**Background:** Morristown must amend its charter at least as it relates to the structure of elections as a result of 2022 legislation prohibiting (in part) the manner in which Morristown and several other cities structure elections. Private Act charter amendments must be approved by the state legislature, which first requires a resolution of the city council affirming the amendments to be requested.

### Findings/Current Activity:

Because we have taken the opportunity to amend various other sections throughout the charter, this is presented as an amendment replacing the document in its entirety. Notation of all changes have been provided in a red-lined version, though this is not a perfect representation of all changes as some sections are reformatted in the new version. Since the September 19 resolution, we have changed language to incorporate four (4) ward-based council seats and to better address the unlikely scenario of tie-votes. The substance of all other changes communicated in previous presentations and as requested in City Council workshops are incorporated.

NOTE: a final version may differ slightly following review by legislative counsel. City Council will have a final opportunity to adopt after the legislative session.

### Financial Impact:

The resolution has no financial impact. Should the charter move forward as drafted, elections moving to November will save the city approximately \$25,000 each election year.

### Action options/Recommendations:

Staff recommends adoption.

**Attachment:** Resolution and Charter showing edits

## **RESOLUTION NO. 2023-22**

### **BEING A RESOLUTION OF THE CITY OF MORRISTOWN, REQUESTING THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE TO AMEND THE PRIVATE ACT CHARTER OF THE CITY OF MORRISTOWN**

**WHEREAS**, the Tennessee General Assembly passed legislation during the 2023 session that became Public Chapter No. 391, which prohibits members of local governing bodies to be elected through an election procedure that requires candidates to be nominated from a district and elected at large;

**WHEREAS**, the City Charter of the City of Morristown currently establishes that four of its City Council positions are nominated from a district and elected at large;

**WHEREAS**, the enactment of Public Chapter No. 391 makes it necessary for the City of Morristown to amend its charter in order for its election structure to comply with state statute;

**WHEREAS**, the City of Morristown desires for its charter to be amended to bring the document current with modern statutes and to modify certain other provisions; and

**WHEREAS**, the interest of the City of Morristown, Tennessee will be served if the charter of the city is so amended;

**NOW THEREFORE, BE IT RESOLVED** by the mayor and council of Morristown, Tennessee, that the Honorable Senator Steve Southerland and the Honorable Representative Rick Eldridge are hereby requested to introduce the following act to the General Assembly of the State of Tennessee:

AN ACT to amend the charter of the City of Morristown, Tennessee, being Chapter 103 of the Private Acts of Tennessee for 1903 and all acts amendatory thereto:

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. The "Charter of the City of Morristown, Tennessee," being Chapter 103 of the Private Acts of Tennessee for 1903 and all acts amendatory thereto, is amended by deleting the content of Chapter 103 of the Private Acts of Tennessee for 1903, and all amendatory acts thereto, in their entirety and replacing with the following:

#### **CHARTER OF THE CITY OF MORRISTOWN, TENNESSEE**

AN ACT to incorporate the City of Morristown in Hamblen County, Tennessee.

#### **ARTICLE I.**

##### **Sec. 1. Incorporation.**

The inhabitants of the City of Morristown, as the same extends and is laid out, are hereby constituted a corporation and body politic, by the name and style of the "City of Morristown," and by the same name shall have perpetual succession; shall sue and be sued, plead and be impleaded, in all courts of law and equity, and in all actions whatsoever, may purchase, receive and hold property, real and personal in their said city, and may sell, lease or dispose of the same for the benefit of said city; and may purchase, receive and hold property, real and personal, beyond the limits of the city, for corporate purposes; and may sell, lease or dispose of such property for the city; and to do all other acts, as natural persons. They shall have

and use a common seal and change it at pleasure. They may own and control a waterworks system, electric light plant, gas plant and public school buildings and equipment.

## Sec. 2. City council.

There shall be a city council, which shall consist of a mayor and six (6) council members, who shall be elected by the qualified voters of the city to serve for a term of four (4) years, and until their successors are elected and qualified.

No person shall be elected to the council unless they are at least twenty-one (21) years of age by the election date, or to the office of mayor unless they are at least twenty-five (25) years of age by the election date, and whether council or mayor, shall be a citizen of the State of Tennessee, and a bona fide resident of the city for at least one year immediately preceding the election date. One (1) council member shall be elected from each of the four (4) wards of the city, as said wards are modified by reapportionment, which reapportionment shall be accomplished by the governing body based upon the 2000 census and shall thereafter be accomplished as required by law, and such council member shall be a resident of that ward, and two (2) council members and the mayor shall be elected at large and may reside in any city ward. The four (4) council members representing particular city wards shall be voted for and elected by the voters of their respective city wards, and the mayor and the two (2) at-large council members shall be voted for and elected by the voters of all wards of the city.

Any person elected to the city council who removes from the city shall thereby vacate his office.

Before entering upon the duties of office, the mayor and council members shall take an oath to faithfully demean themselves in office, and perform the duties thereof. All vacancies in the council, including the office of mayor, shall be filled by a vote of a majority of the remaining members thereof, to serve until the next city election for members of council.

## Sec. 3. Biennial elections; qualifications of electors; qualifications and duties of mayor.

Beginning in the year 2024, the terms of all sitting council members and mayor shall be extended such that council members previously representing the first ward and the third ward, having last been elected in May of 2021 and the at-large member last elected in May of 2021, may remain in their capacities until their successors are elected and seated, said elections to be held the first Tuesday following the first Monday in November of 2026, and that the mayor and council members previously representing the second ward and the fourth ward, having last been elected in May of 2023 and the at-large member last elected in May of 2023, may remain in their capacities until their successors are elected and seated, said elections to be held the first Tuesday following the first Monday in November of 2028. A transition seating newly elected council members and/or mayor shall occur on the last Monday of November following elections, provided elections have been certified by that date. Otherwise, a transition seating newly elected council members and/or mayor shall occur on the next Monday following such certification.

The recipient of the most votes for any seat shall be determined to be the council member-elect (or mayor-elect). When two (2) or more candidates have an equal number of votes preventing a determination of the winner, the election for any undetermined seat(s) shall be decided by a majority vote(s) of the mayor and city council, excluding members whose seats are in dispute by virtue of the tie if that member is actively seeking reelection.

Every person entitled to vote for members of the General Assembly by the laws of the State and who shall have been a bona fide resident within the corporate limits for thirty (30) days next preceding the election shall be entitled to vote therein.



Nonresidents holding a freehold within the corporate limits of an assessed valuation of one hundred dollars (\$100) or other property subject to corporation taxes amounting to one hundred dollars (\$100) or over, shall be entitled to vote at said election. Said election shall be held as now provided by the laws of the State of Tennessee for such elections.

No person shall be elected mayor who is not at the time of election at least twenty-five (25) years of age, a citizen of the State of Tennessee, and a bona fide resident of the city for at least one year immediately preceding the election date. No council member whose term extends beyond the next mayoral election may qualify as a candidate for the office of mayor if such council member holds office as such thirty (30) days prior to the final day for qualification as a candidate for mayor.

Such council member shall not be disqualified from being appointed by the council to serve as a council member until the next city election for members of council and mayor, to fill the vacancy created by his or her resignation from office. The mayor may fill all vacancies occurring in any offices, except that of council member, until the same be filled by election. It shall be the duty of the mayor to preside at all meetings of the council; to see that all the ordinances of the city are duly enforced, respected and observed within the city; to take an oath of office before entering upon the duties of the same; and to call special sessions of the council when the mayor deems it expedient. The mayor shall be entitled to a vote upon all matters before the council the same as a council member, whether there be a tie or not, but shall not be entitled to vote as mayor and an additional vote as presiding officer.

#### Sec. 4. Appointment of city officers, employees, etc.; city administrator.

The city council shall have full power and authority to appoint all officers, servants and agents of the corporation, such as they may deem necessary and provide by ordinance. They shall also fix the compensation of such officers before their election, which shall not be increased or diminished during their continuance in office.

They shall also have power to dismiss any officer, servant or agent, by them appointed, three-fifths of said council concurring in such dismissal.

Or in the alternative, the council, by resolution, may appoint and fix the salary of the city administrator, who shall serve at the pleasure of the council, except that he may be removed during his first year in office only for incompetence or neglect of duty. He shall be appointed solely on basis of his executive and administrative qualifications, without regard to his political affiliations or place of residence, but during his tenure in office may reside outside the city only with the consent of the council. He shall give his full time to the office unless otherwise provided by resolution. The council may remove the city administrator only after adopting a preliminary resolution stating the reasons for his proposed removal, which shall be published once in the official city newspaper. If within five days after such publication the city administrator delivers to the mayor a written request for a hearing, a public hearing shall be held within ten to twenty days after publication of the preliminary resolution, to consider any written or oral statement he wishes to make, in person or through counsel. After following this procedure, and after the public hearing, if one be held, the council may adopt a final resolution of removal from which there shall be no appeal. The preliminary resolution may suspend the city administrator from duty, but in any event he shall be paid his regular salary until the time of adoption of the final resolution or removal. The council may, and if the council does not, the city administrator shall, designate a person to act as city administrator during his absence or inability to act. An acting city administrator may be appointed by the council to fill a vacancy in the office for not to exceed one year, who may be removed by the council at any time without regard to the procedure prescribed in this section for removal of the city administrator.

The city administrator shall be the executive head of the city government, responsible to the council for the efficient, orderly and business-like administration of the city's affairs. He shall be responsible for the enforcement of laws, rules and regulations, ordinances and franchises of the city, and the city attorney shall take such legal actions as the city administrator may direct for such purposes. The city administrator

shall have authority to appoint, promote, demote, transfer, suspend and remove all department heads and employees and to direct and control their work, except as otherwise provided in this Act. He shall attend all meetings of the council when possible to do so and may participate in the discussions of the council, but shall have no vote. He shall submit to the council annual budgets, reports and such other information as he may deem necessary or that the council may require. He shall have authority to make allotments of funds within the limits of appropriations and no expenditure shall be made without his approval. He shall act as purchasing agent for the city. He may conduct inquiries and investigations into the conduct of the city's affairs and shall have such other powers and duties as may be provided by ordinances not inconsistent with this Act. All acts performed by the city administrator pursuant to the authority granted by this section shall be subject to review by the city council, and any authority granted to the city administrator by this section 4 may be enlarged or diminished, three-fifths of said council concurring in such action.

#### Sec. 5. Powers of city generally.

- (1) Assessment, collection, etc., of property taxes; tax assessor. Said city council shall have power within the corporation to levy, assess and collect taxes for municipal purposes upon property within said municipality, or otherwise liable therefor, taxable by law, for state purposes.
- (2) Taxes on privileges and polls. To levy and collect taxes upon all privileges and polls, taxable by the laws of the state.
- (3) Appropriations and expenditures. To appropriate money and provide for the payment of the debts and expenses of the city and to appropriate money for charitable uses and purposes, and provide by ordinance for the expenditure of the same, and, if necessary, to levy a special tax for such charitable uses and purposes. The fiscal year of the city shall begin on the first day of July and end on the last day of June.
- (4) LEFT BLANK INTENTIONALLY
- (5) Schools. To establish a system of free schools within the city and by proceedings accruing to the general law of the land condemn property within the municipality for school and corporate purposes.
- (6) General health; nuisances; vagrancy. To make regulations to secure the general health of the inhabitants and to prevent and remove nuisances; to regulate and suppress vagrancy.
- (7) Open, vacate, pave, etc., streets and sidewalks. To open, alter, abolish, widen, extend, establish, grade, pave or otherwise improve, clean and keep in repair streets, alleys and sidewalks, or to have the same done, and to grant privileges and franchises in the use of the same.
- (8) LEFT BLANK INTENTIONALLY
- (9) Market. To erect a market house, establish a market and regulate the same.
- (10) Public buildings. To provide for the erection of all buildings necessary for the use of the city.
- (11) Licensing and regulation of occupations and vehicles for hire. To license, tax and regulate all occupations which are now or hereafter may be declared to be privileged occupations by the laws of the state; to license, tax and regulate automobiles, automobile trucks, automobile passenger busses, and taxicabs, carts, omnibuses, cabs, motorcycles, and all other vehicles; to fix the rate to be charged for the carriage of persons and property by any vehicles held out to the public use for hire within the city, and to require indemnity bonds in surety companies or indemnity insurance policies to be filed with the city by the owner or operator of any such vehicle, for the protection of the city or any person against loss by injury to persons or property; to make all needful rules and regulations of the government of such conveyance, and to provide where such conveyances may be parked, and fix the starting and stopping point, within the city, of such vehicles, whether same are to be operated wholly within the city or from a point in the city to points outside, and whether the same be operated along fixed routes and according to fixed schedules or along different routes and without schedules; to designate the streets over and along which automobiles and other vehicles used for the purpose of affording street transportation may be operated, and to fix the rate to be charged for transportation of passengers.
- (12) LEFT BLANK INTENTIONALLY
- (13) Amusements, shows, exhibitions, etc. To license, tax and regulate and suppress theatrical and other exhibitions, shows or amusements.
- (14) LEFT BLANK INTENTIONALLY

- (15) LEFT BLANK INTENTIONALLY
- (16) LEFT BLANK INTENTIONALLY
- (17) LEFT BLANK INTENTIONALLY
- (18) LEFT BLANK INTENTIONALLY
- (19) LEFT BLANK INTENTIONALLY
- (20) Appointment of police; imposition of penalties for violations of ordinances; city judge: appeals from convictions. To appoint and regulate the police of the city; to impose fines, forfeitures and penalties for the breach of any ordinance, and to provide for their recovery and appropriation and such recovery may be had before the mayor or before the city judge, who shall be appointed by the city council as hereinafter provided, and who shall be a citizen of the city and an attorney licensed to practice law in the State of Tennessee, with jurisdiction in either of said officers to issue warrants, render judgments, issue executions and such other process as may be necessary for the enforcement of fines, forfeitures and penalties for the violation of ordinances of said corporation; and any person against whom a judgment has been rendered by the mayor or city judge, for violation of any of the ordinances of the city, may within ten (10) days thereafter, appeal to the Circuit Court of Hamblen County, Tennessee, upon giving bond and security in the sum of two hundred fifty dollars (\$250.00) for his appearance at the next term of said court to be held thereafter, conditioned according to the terms of appearance bonds required by law in criminal cases.

The office of city judge is hereby created and said judge shall be appointed for such terms and paid such salary as established by the city council through ordinance.

(21) Riotous and disorderly persons. To provide for the arrest and confinement until trial of all riotous and disorderly persons within the corporation, by day or by night; to authorize the arrest of all suspicious persons found violating any ordinance of the city.

(22) Breach of the peace; disorderly assemblies. To prevent and punish, by pecuniary penalties, all breaches of the peace, noise, disturbances, or disorderly assemblies in any street, house or place in the city by day or by night.

(23) Encroachments on streets, etc. To prevent and remove all encroachments into and upon all streets, lanes, alleys and avenues established by law or ordinance.

(23a) Zoning. To regulate by ordinance the location, height, bulk, number of stories, and size of buildings and other structures, the percentage of lot which may be occupied, size of yards, courts, and other open spaces, the density of population, and the uses of buildings, structures, and land for trade, industry, residences, recreation, public activities, and other purposes, and to create and appoint a city planning commission in connection with said corporate power and authority, and to this end, said municipality is granted all the rights, powers, and authority which are granted to municipalities generally by Chapter 34 of the Public Acts of the General Assembly of the State of Tennessee for the year 1935, and by Chapter 44 of the Public Acts of the General Assembly of the State of Tennessee for the year 1935, and by Chapter 74 of the Public Acts of the General Assembly of the State of Tennessee for the year 1945.

Note(s)—See T.C.A. §§ 13-4-101 to 13-4-105, 13-4-201 to 13-4-203, 13-7-201 to 13-7-210; and 42-6-101 to 42-6-115.

(24) Obstructions on sidewalks; repair and cleaning of sidewalks and curbstones. To remove all obstructions from the sidewalks, and to provide for the construction and repair of all sidewalks and curbstones, and for cleaning the same.

(24a) Airport. To establish, operate and regulate a municipal airport, within or without the corporate limits of said municipal corporation, and to this end said municipality is granted all of the rights, powers, and authority as is granted to municipalities generally by Chapter 74 of the Public Acts of the General Assembly of the State of Tennessee for the year 1931, as amended, being an Act entitled, "An Act to authorize Counties and Municipalities, jointly and separately, to establish and maintain airports, to authorize Counties and Municipalities to regulate such airports, and to confer upon the Counties and Municipalities the power to acquire by condemnation lands necessary for such airport".

Note(s)—See T.C.A. §§ 42-5-101 to 42-5-109.

(24b) Off-street parking facilities. To establish off-street parking facilities for vehicles within the corporate limits of the city; to regulate the operation of the same by ordinance expressly including the

power to establish if deemed necessary, charges to be paid for the use thereof; to expend corporate funds for that purpose; and to exercise the power of eminent domain to carry out the intent and purpose of this subsection.

(25) Alcoholic beverages. To regulate by ordinance the sale by retail for beverage purposes, or the giving away for beverage purposes, of intoxicating liquors, including ale, wine, and beer, within the limits of such corporation, and to provide by ordinance suitable penalties for the violation of such ordinance, and to prevent the sale or giving such liquors to minors, within the limits of such corporation, and to provide suitable penalties for violation of same.

(26) Ordinances generally; meetings of city council. To pass all ordinances not contrary to the Constitution and laws of the state that may be necessary to carry out the full intent and meaning of this Act, and to accomplish the object of their incorporation. And this shall expressly include the power to fix, by ordinance, the date and hour of regular meetings of the city council. To enforce all aforementioned ordinances within the corporate limits of the City and upon property outside the City that is owned by the City, where the city council has established that such ordinances shall apply.

(27) Sewer connections; authority to prohibit cesspools, privies, etc. That said city council and/or the Morristown Utilities Commission is hereby empowered by ordinance to compel the owners of real estate fronting on, contiguous to, or bounded by any street or streets of said city, in which street or streets are lain water mains and sanitary sewers, to connect such surface closets or privies as may be maintained on said premises with said sanitary sewer, and to provide the flushing and cleansing of said closets and privies.

Said city council is further authorized and empowered to prohibit by ordinance, the maintenance of any cesspool, surface closet or privy on any premises fronting on, contiguous to, or bounded by any street or streets of said city in which street or streets are lain water mains and sanitary sewers.

Said city council is further authorized to fix by ordinance the time within which connections shall be made with sanitary sewers as above indicated, after notice so to do has been given, and shall have the right to determine and fix by ordinance the character of notice to be given and to prescribe the penalty for failure to observe and comply with said notice and are expressly authorized to take all necessary steps to enforce the discontinuance and removal of said cesspools, surface closets and privies within the limits and boundaries above set out.

Said city council is further authorized and empowered to declare the maintenance of cesspools, surface closets and privies within said districts above indicated, a public nuisance, and shall have the right to abate same in the manner provided by law, and particularly shall have the right to enjoin the continuance and maintenance of same.

(27a) Inoculation of dogs. To pass ordinances requiring owners and other persons having the custody of dogs within the corporate limits of the city, to have such dogs inoculated so as to render them immune from rabies.

(28) LEFT BLANK INTENTIONALLY

(29) Tax collector, records custodian. The office of tax collector and records custodian shall be filled by the city administrator, or in the event there be no city administrator, by the mayor. The city administrator or mayor, as the case may be, shall give a separate bond as records custodian, in an amount fixed by the city council, conditioned, to safely keep the records of the municipality, and to account for all monies received by said office as records custodian, and shall give another bond as tax collector of said municipality, the penalty thereof, to be fixed by the city council, which bond shall be conditioned to faithfully account for, and pay over to the proper parties, all monies received by him as tax collector for the municipality; said bond shall be approved by the city council and be entered of record in the minute book of the municipality.

Said officer shall collect all taxes of every kind and character due the municipality, and shall make reports to the city council as directed by it covering the receipt and disbursements of his office, showing the financial condition of the city.

He shall collect all taxes of every kind and character, due the said municipality, and shall make semiannual reports to the city council covering the receipt and disbursements of his office, showing the financial condition of the city. Said recorder and tax collector shall devote his time and attention to the performance of his duties, to the end that said duties shall be properly and efficiently performed. No other business of any kind, either public or private, except that pertaining to the municipality shall be carried on by him in said municipal building.

(30) LEFT BLANK INTENTIONALLY

(31) LEFT BLANK INTENTIONALLY

(32) LEFT BLANK INTENTIONALLY

(33) LEFT BLANK INTENTIONALLY

(34) Parking spaces for vehicles for hire, emergency vehicles and merchants' vehicles. It shall have power, in regulating the use of the streets of said City, to, by ordinance, designate and set apart parking space for taxicabs and other automobiles or vehicles used for hire; ambulances, automobiles, trucks or other vehicles of the police and fire departments, of said municipality, as well as trucks and vehicles used by merchants, and regulate the use thereof for certain specific purposes, for which use, in the discretion of the council, it may charge a reasonable fee.

Sec. 6. LEFT BLANK INTENTIONALLY

Sec. 7. Authority to fix due-date of taxes and penalties for nonpayment of same.

Said city council is hereby empowered to fix by ordinance the time when taxes for municipal purposes shall be levied and assessed, when same shall be due and payable, the manner in which same shall be assessed and collected, and provide for interest and penalties on same for nonpayment when due.

Sec. 8. LEFT BLANK INTENTIONALLY

Sec. 9. LEFT BLANK INTENTIONALLY

Sec. 10. Original mayor and aldermen.

From the date of the passage of this Act, until the first Monday in January, 1905, the city council of said City of Morristown, shall be and consist of Ed. M. Grant, Mayor; John A. Rhea, E. J. Bettis, W. S. Myers, John B. McCord, J. W. Richardson and M. A. Goodson, Aldermen, or any successors that may be elected under the provisions of this Act, to fill any vacancies that may occur in said board by reason of the death, resignation or removal of any one or more of said mayor or aldermen.

Provided, also, that said city council above designated, shall remain in office until their successors are duly elected and installed.

Sec. 11. Collection of delinquent taxes, fines, etc., owed to prior corporation.

All past due and uncollected taxes, levied and assessed by board of mayor and aldermen of the late corporation of Morristown, or their legally authorized agents and officers, and all fines, penalties and other assets of said former corporation, are hereby declared to be the property of the municipality hereby created, and shall be collected by the city council of the municipality hereby created by their officers and agents, and applied to the use and benefit of said municipality under the ordinances and orders of said city council.

Sec. 12. Date of assessment of property: levy of taxes.

Said city council may cause an assessment of the property and polls within said municipality to be made as of January 10, 1903, and may levy such tax thereon as they may deem necessary for the purpose of sustaining the interests of said municipality.



### Sec. 13. Boundaries of city.

The corporate limits of said city shall be as follows:

Beginning at a point in the eastern margin of the Economy Road where it intersects with the northern margin of U. S. Highway 11-E, said point of beginning being between the properties of W. J. Keith and W. C. Pettigrew; thence with the eastern margin of said Economy Road, north 3 degrees 52 minutes east 337.9 feet to a stake at Keith's northwestern corner; thence still with the eastern margin of said road, north 4 degrees 34 minutes east 440.2 feet; north 7 degrees 40 minutes east 207.4 feet; north 4 degrees 53 minutes west 98.3 feet; north 27 degrees 52 minutes west 521 feet to a stake in the eastern margin of the said Economy Road at the point where the same turns westwardly; thence north 29 degrees 34 minutes east 1217.9 feet to an iron pin at the extreme northwest corner of the Lyn-Mar Hills Subdivision; thence with the northern boundary of said Lyn-Mar Hills Subdivision, north 79 degrees 06 minutes east 1183.0 feet to an iron pin at a large oak tree, the northeast corner of said subdivision, and being also in the line of Fairmont Avenue, if projected; thence with said avenue, if projected, south 12 degrees 54 minutes east (passing the northwest corner of Mack Long at 29 feet), running, in all, 408.5 feet to a stake in the southern property line of Mack Long; thence with the said Mack Long's southern property line north 67 degrees 02 minutes east 690.0 feet to a stake on top of the hill; thence north 41 degrees 23 minutes east 1645.2 feet to a stake in the present corporation line where the same corners with John Shipley and W. J. Barron; thence with the present corporation line north 17 degrees 00 minutes west 919.8 feet to a stake; north 35 degrees 00 minutes east 377.7 feet to a stake in the present corporation line in the center of the road west of and near the colored cemetery; thence with the center of said road north 45 degrees 01 minute west 1513.8 feet to a stake at the end of the road in the southern line of the Housley property (Boyd Ewing called in temporary description); thence with Housley's line north 13 degrees 23 minutes east 138.9 feet to a stake; thence with the line of a fence down the west side of a drain and running through the Housley property north 55 degrees 26 minutes west 496.3 feet to a stake by a large black oak; thence north 29 degrees 20 minutes west 295.8 feet to a stake in the southern margin of the Havely Springs Public Road; thence with the southern margin of said road north 9 degrees 27 minutes east 234.7 feet to a stake; thence north 16 degrees 08 minutes east 845.7 feet to a point at the intersection of the southern margin of said Havely Springs Road with the old Long's Ferry or Turley's Mill pike; thence crossing said pike and thence with the projected center line of Algonquin Drive and with the center line of said Drive, south 17 degrees 10 minutes east 520 feet to a stake in the center of same midway between Choctaw Street and Mohawk Street of said Cherokee Hills Addition; thence with the back lot lines between said streets south 68 degrees 30 minutes west 587.8 feet to a stake near the top of the hill; thence running through Cherokee Hills Addition, south 18 degrees 34 minutes east 711.4 feet to a stake 300 feet north of the northern property line of Mrs. Mollie Turley; thence south 56 degrees 21 minutes west 928.5 feet to a stake 500 feet east of U. S. Highway 25-E and 300 feet north of the northern property line of Mrs. Mollie Turley; thence parallel to and 500 feet east of said U. S. Highway 25-E, south 42 degrees 44 minutes east 762.0 feet; south 37 degrees 38 minutes east 265.0 feet; south 31 degrees 25 minutes east 265 feet; south 23 degrees 30 minutes east 295.0 feet; south 9 degrees 45 minutes east 489 feet to a stake 500 feet east of U. S. Highway 25-E; thence due west 446.0 feet to a large elm 54 feet east of said highway at the junction of Old Springvale Road with U. S. Highway 25-E; thence crossing said U. S. Highway 25-E, Turkey Creek, and the Ashville Division of the Southern Railway Company, south 81 degrees 25 minutes west 260 feet to a stake in the western right of way line of said Southern Railway Company; thence with said western right of way of said railway north 15 degrees 28 minutes west 260.0 feet; north 30 degrees 00 minutes west 295.0 feet; north 44 degrees 10 minutes west 299.0 feet; north 47 degrees 15 minutes west 452 feet; thence still with said right of way north 40 degrees 47 minutes west 301. feet; north 45 degrees 19 minutes west 367.0 feet to a stake in the west right of way line of said Southern Railway Company at the Cold Springs Lane; thence leaving said right of way south 56 degrees 45 minutes west 1684.0 feet to a stake in the eastern boundary line of the Walter Brown property (said stake witnessed by a 14-inch locust tree which bears south 54 degrees 45 minutes west 51 feet); thence with said Walter Brown's property line north 41 degrees 30 minutes west 850.0 feet to a stake, corner of said Brown; thence north 87 degrees 30 minutes west 614.0 feet to a stake, corner of said Brown; thence

north 87 degrees 00 minutes west 807.0 feet to a large poplar tree, corner to said Walter Brown, and situated in the southern edge of Linnie Avenue at the entrance of the lane leading to the home of said Walter Brown; thence with the southern edge of said Linnie Avenue, south 68 degrees 45 minutes west 801.0 feet to a point in the center of Sulphur Springs Road; thence south 44 degrees 27 minutes west 2787.7 feet to a stake in the center of Fairmont Avenue as extended, with the Jernigan Cemetery Road; thence with the northern side of said Jernigan Cemetery Road; south 89 degrees 30 minutes west 505.5 feet to a stake in the eastern edge of Valley Home Road or Old Dandridge Pike; thence north 40 degrees 30 minutes west 3859.0 feet to a stake in the eastern margin of the Economy Road in the south right of way line of the Knoxville Division of the Southern Railway Company; thence with the eastern margin of said Economy Road and crossing said Southern Railway and U. S. Highway 11-E, north 3 degrees 52 minutes east 1119.0 feet to the place of beginning.

Also, that property situated in the Fifth Civil District of Hamblen County, Tennessee, and more particularly described as follows:

Beginning at a stake in the eastern line of the Walter Brown property (said stake witnessed by a 14-inch locust tree which bears south 54 degrees 45 minutes west 51 feet); thence with said Walter Brown's property line north 41 degrees 30 minutes west 850 feet to a stake, corner to said Brown; thence north 87 degrees 30 minutes west 614 feet to a stake, corner to said Brown; thence north 87 degrees 00 minutes west 807 feet to a large poplar tree, corner to said Walter Brown and situated in the southern edge of Linnie Avenue at the entrance of the lane leading to the home of said Walter Brown; thence with the southern edge of said Linnie Avenue south 68 degrees 45 minutes west 801 feet to a point in the center of Sulphur Springs Road; thence leaving the present corporation line and running with the center of said Sulphur Springs Road and said Walter Brown's line south 24 degrees 30 minutes 1297 feet to a point in the center of said road; thence south 20 degrees 00 minutes east 221 feet to a point in the center of said road west of a large oak tree; thence running across said Walter Brown's farm north 65 degrees 00 minutes east 2285 feet to the place beginning. This survey embraces about seventy acres of land belonging to Walter Brown.

The boundaries as herein set out have been extended by the following annexation ordinances: 2288, 2289, 2290, 2293, 2294, 2295, 2296, 2299, 2305, 2306, 2307, 2308, 2309, 2313, 2318, 2328, 2329, 2330, 2331, 2338, 2358, 2373, 2374, 2382, 2409, 2410, 2418, 2419, 2439, 2443, 2444, 2445, 2446, 2481, 2482, 2512, 2567, 2609, 2628, 2653, 2681, 2682, 2683, 2684, 2690, 2704, 2705, 2477, 2717, 2722, 2723, 2725, 2726, 2732, 2733, 2740, 2744, 2745, 2848, 2850, 2855, 2866, 2867, 2879, 2881, 2884, 2894, 2914, 2916, 2917, 2918, 2919, 2920, 2921, 2922, 2923, 2924, 2925, 2926, 2927, 2928, 2929, 2930, 2931, 2932, 2933, 2934, 2935, 2936, 2937, 2938, 2939, 2940, 2941, 2942, 2943, 2944, 2945, 2951, 2955, 2966, 2968, 2972, 2979, 2980, 2991, 2992, 2995, 2996, 2997, 3045, 3046, 3049, 3050, 3057, 3058, 3059, 3060, 3061, 3062, 3070, 3074, 3077, 3079, 3090, 3096, 3098, 3109, 3110, 3111, 3120, 3125, 3126, 3130, 3131, 3138, 3133, 3134, 3136, 3137, 3142, 3143, 3144, 3156, 3174, 3175, 3180, 3183, 3184, 3185, 3186, 3187, 3188, 3195, 3201, 3207, 3208, 3216, 3217, 3218, 3225, 3228, 3229, 3230, 3233, 3235, 3240, 3241, 3246, 3249, 3260, 3262, 3263, 3270, 3271, 3272, 3273, 3274, 3275, 3276, 3277, 3278, 3279, 3286, 3287, 3289, 3290, 3291, 3296, 3304, 3308, 3309, 3310, 3311, 3323, 3334, 3336, 3346, 3347, 3348, 3349, 3353, 3354, 3405, 3409, 3422 and 3423.

#### Sec. 14. Debts and liabilities of former corporation.

All and singular of the debts and liabilities of the former corporation of Morristown, Tennessee, whether evidenced by bonds, warrants or otherwise, are hereby declared to be valid and subsisting debts of the corporation of Morristown, created by this Act; and shall be provided for and paid according to the provisions of the laws and ordinances providing for the creation of such debts, and the city council herein provided for shall have full power and authority to carry out the provisions of this section.

#### Sec. 15. Continuation of ordinances and resolutions.

All ordinances and resolutions of the former corporation of Morristown which were in force at the date of the abolishing of the charter of said former corporation are hereby declared to be in full force and effect as the ordinances and resolutions of the corporation created by this Act, until such time as the same shall be repealed, altered or modified by the authority of the city council of the corporation created by this Act.

Sec. 16. Continuation of former officers.

The officers and agents of the former corporation of Morristown are hereby declared to be officers and agents of the corporation created by this Act, until such time as they may be discharged or superseded by authority of the city council appointed by this Act.

Sec. 17. Transfer of property of former corporation.

All property, both real, personal and mixed, belonging to the late corporation of Morristown, is hereby declared to be the property of the corporation created by this Act.

Sec. 18. Codification of ordinances—Required every five years: admissibility as evidence.

There shall be prepared and published by the city council a digest or codification of all ordinances and resolutions of a public nature thereof every five years. Said digest or codification, when so published, shall show that it is published by authority of the corporate authorities, and it shall be received and read in all the courts of the state as evidence of the ordinances, resolutions and facts pertaining to the municipality and contained therein.

Sec. 19. Same—Continuation of former Code.

The last and present digest or codification of the ordinances and resolutions of a public nature of said municipality and published by the authority of the city council, are hereby declared to be the laws and ordinances of said city upon the matters touched upon therein, excepting such as have been repealed, altered or amended, since the publication thereof, and as such shall be received and read in evidence in all the courts of the state.

Sec. 20. Municipal Utility Extension.

Said municipality, "The City of Morristown", and/or the Morristown Utilities Commission, be, and hereby is given the power of eminent domain according to the law of the land and the laws and statutes of the State of Tennessee relative thereto, with full power, in accordance therewith, to condemn, for all municipal and corporate purposes, both within and outside the municipal boundaries, lands, and easements, including right of way for city- or commission-owned utility systems, including but not limited to grounds and sites for pumping stations and for the manufacture of electricity and for the manufacture and transmission of electricity either or both; water sites, springs, lands and grounds for the erection of all necessary plants for said purposes; also all necessary grounds and rights of way to and from streams, for water and manufacture of electric power, either or both; to erect, dig or prepare reservoirs for water; to build, enlarge and improve light and power stations alone or in connection with the waterworks system; to build, enlarge, or improve sewerage collection systems, pumping and treatment plants and facilities; and also, through itself, or its electric light and waterworks commissioners, according to existing laws, sell water and manufacture, transmit and sell electricity for all water, electric power and light purposes to sell sewerage treatment services, and/or to provide telecommunications service purposes, to patrons and purchasers thereof within and without the municipality.

For all the foregoing purposes and agreeable to the laws of the land and the statutes applicable thereto, the power of eminent domain is conferred upon said municipality.

ARTICLE II. Civil Service for Fire and Police Departments



Sec. 1. Civil service board created: Membership; appointment, term of office, salary, qualifications and removal of members; notice of meetings; quorum.

(a) There is hereby created a system of civil service for the City of Morristown. A civil service board, shall consist of three members and shall administer the system of civil service. One (1) member of such board shall be elected by the governing body or the city or Morristown and one (1) member shall be elected by the members of the classified service, i.e., members of the fire department, members of the police department, in a joint election. Such member shall receive a majority of the votes of the members of the classified service. The member selected by the governing body of the City of Morristown and the member selected by majority vote of the classified service shall then select the third member of the Board within ten (10) days after such members' appointment and selection. Provided, that if the two (2) members appointed and selected shall fail to agree relative to the third board member within ten (10) days after their appointment, the governing body of the City of Morristown shall appoint four (4) citizens to meet and confer with four (4) other citizens appointed by the members of the classified service. This joint committee of eight (8) shall meet, within ten (10) days, and appoint a person who shall serve as the third member of the Board.

(b) The three (3) members of the Board shall serve as board members for a period of three (3) years, or until their successors are appointed and qualified. On or before the expiration of the term of each board member, such board member's successor shall be selected in the same manner as the prior selection of such board member whose term is expiring.

(c) Per diem payment to Board members for attendance at Board meetings or other means of compensating service may be authorized and changed by ordinance of the City Council. No person shall be appointed a member of such board who is not a citizen of the United States, a resident of the City of Morristown, Tennessee, for at least one (1) year immediately preceding such appointment, and a registered voter of Hamblen County. No member of the classified service or any council member of the City of Morristown, may be a member of the Board.

(d) Any member of the Board may be removed from office by the governing body of Morristown for incompetency, dereliction of duty, malfeasance in office or upon conviction of any crime involving moral turpitude. Provided, however, that no member of the Board shall be removed until written charges shall have been made, with due notice, and a full public hearing shall have been conducted before the governing body of the City of Morristown.

(e) The members of the Board shall devote adequate time and attention to the performance of the duties of the Board. Two (2) members of the Board shall be sufficient for the decision of all matters and the transaction of all business to be decided or transacted by the Board under and by virtue of the provisions of the act.

(f) Provided, however, that due notice of all meetings shall be given so that all three (3) board members may have an opportunity to be present. Confirmation of original or succeeding board members by the legislature shall not be required.

Sec. 2. Persons subject to civil service.

The provisions of this act shall apply to (a) all full-time law enforcement officers certified as such by the Peace Officers Standards and Training Commission and (b) all full-time fire department personnel holding the classification of firefighter driver, inspector, lieutenant, captain, battalion chief, and assistant or deputy chief in the City of Morristown. The chiefs of the police and fire departments may be hired directly by the city governing body without approval of the Civil Service board. The chiefs shall not be members of the classified service except to the extent that a two-thirds (2/3) vote of the governing body shall be required to dismiss, suspend or demote the chief of either department, which action shall not be reviewable by the Board. All such persons shall be known as the classified service. All other city employees shall be known as the unclassified or civilian service.

Sec. 3. Appointments and promotions.

All future appointments to and promotions in such departments, except as otherwise provided in this act, shall be made on the basis of filling the position with the best qualified candidate, using the following methods:

Subject to the standards set forth in this act, the city governing body shall meet with the Board and formulate minimum requirements and weighted selection criteria for each position in the classified service. As soon as possible, but in no event later than sixty (60) days after the passage of this act, the city and the Board shall jointly adopt minimum requirements and weighted selection criteria, the latter of which shall include percentage allocations for at least the following: Seniority, experience, training, testing, education, record of conduct and recommendations of the chiefs of the respective departments. If the city governing body and the Board are unable to agree upon such minimum requirements and weighted selection criteria, the city administrator, chairman of the civil service board and a person designated by the director of the municipal technical advisory service shall adopt such requirements and criteria by affirmative vote of two (2) of the three (3) persons so designated, and certify such vote in writing to the city and board. Such requirements and selection criteria shall immediately become effective. Standards, when set, shall remain in effect until altered by joint action of the city and board. After the enunciation of such standards, a roster shall be kept by the board of all full-time personnel in the classified service indicating what job classifications within each respective departments such personnel are eligible to fill. A roster shall also be kept on all applicants to become members of the classified service with appropriate indication of what job classifications such applicants are eligible to fill.

After the enunciation of such standards, no vacancy shall be filled except by a person on the roster of persons having the requisite qualifications to fill such vacancy.

If any vacancy shall occur within any branch of the classified service, the governing body shall only award the position to the individual on the roster determined to be best qualified from among those in such position on the relative roster as described in Section 10, herein. In determining who is best qualified, the city governing body shall consider seniority, experience, training, testing, education, record of conduct, and recommendations of the chiefs of the respective departments. No person shall be reinstated in, or transferred, suspended or discharged from any place, position or employment in the classified service contrary to the provisions of this act.

#### Sec. 4. Functions and duties of civil service board; officers of board; meetings of board.

Be it further enacted. The board shall organize by forthwith electing one of its members as chairman and shall hold regular meetings at least once a month, and such additional meetings as may be required for the proper discharge of its duties.

The board shall appoint a secretary who shall keep its records, preserve all reports made to it, superintend and keep a record of all examinations and perform such other duties as the board may prescribe.

It shall be the duty of the board:

(a) To make suitable rules and regulations not inconsistent with the provisions of this Act. Such rules and regulations shall provide in detail the manner in which examinations may be held and appointments, promotions, transfers, demotions, reinstatements, suspensions and discharges shall be made, and may also provide for any other matters connected with the general subject of personnel administration; such rules and regulations shall include the methods used in determining the standard for each job classification in the classified service. These rules and regulations may be changed from time to time by the board and shall be printed or otherwise made publicly available.

(b) The rules and regulations shall include provisions so that seniority may not be lost by any person holding a position in the classified service, if such person leaves the classified service to enter the military service of the United States, provided that such person returns to the classified service within six months following his honorable discharge from such service. In such cases the period of military service shall be included in the period of seniority of such person.

(c) The board shall make investigations and report upon all matters touching the enforcement and effect of the provisions of this Act, and the rules and regulations prescribed hereunder, inspect all institutions and employment affected by this Act, and ascertain whether the Act and all such rules and regulations are being obeyed. Such investigations shall be made by the board on its own motion and must also be made on petition of any citizen duly verified stating that irregularities or abuses exist, or setting forth in writing the necessity for such investigation. In the course of such investigation, the board shall have the power to administer oaths, subpoena and require the attendance of witnesses, and require the production of books, papers, documents and accounts appertaining to the investigation. The failure upon the part of any person to comply with such subpoena or demand shall be a violation of this Act and be punishable as such.

(d) All hearings and investigations before the board shall be governed by this Act and by the rules of practice and procedure to be adopted by the board. The board, or its designated hearing officer, shall not be bound by technical rules of evidence. No formality in any procedure or hearing shall invalidate any order, decision, rule or regulation made or approved by the board; provided, however, that no decision shall be binding unless concurred in by at least two of the board members.

(e) To hear and determine appeals or complaints relative to the allocation of positions, the determination of job changes, the furnishings of rosters and the position of members of the classified service, and of applicants on such rosters, and such other matters relating to the administration of this Act as may be referred to the board.

(f) To see that the job classifications, the standard for filling said classifications and the roster of eligible appointees for each classification are kept continuously up to date, and posted in the respective departments of the classified service. Said rosters shall show name, rank and number in their proper order according to the scoring mechanism established for eligible appointees to each job classification. Terms of leaves of absence granted by the board hereby created upon recommendation of the chief of each department shall not forfeit the rights of the member granted leave under this Act nor be charged against such member in his order of seniority.

(g) To make provisions that men laid off because of curtailment of expenditures, reduction in force, and for like causes, shall be the last man, or men, including probationers, that have been appointed to the respective department of the classified service. Rules and regulations shall provide that men so laid off shall be reinstated before any new appointments to said department shall be made.

(h) To keep the appointing authority notified of the person highest on each eligible list for appointment to each vacancy that may occur.

(i) To keep such records as maybe necessary for the proper administration of this Act.

Sec. 5. Reserved.

Sec. 6. Qualification of applicants.

Be it further enacted

(a) Citizenship. An applicant for a civil service position of any kind under the classified service must be a citizen of the United States, who can read and write the English language.

(b) Character and fitness. Every applicant for a position in the classified service must, in addition to such minimum standards as are stated by the board, also be of ordinary good health, of good moral character and of temperate and industrious habits; these facts to be ascertained in such manner as the board may deem advisable.

Sec. 7. Tenure of office; grounds for demotion, suspension or discharge.

Be it further enacted. The tenure of everyone holding office, place, position or employment under the provisions of this Act shall be for and only during good behavior. Any such person may be removed or discharged, suspended without pay, demoted or reduced in rank, or deprived of vacation privileges or other special privileges for any of the following reasons, but for no other reasons:

- (a) Dishonesty, intemperance, immoral conduct, insubordination, or any other act of omission or commission tending to injure the public service; or any other willful failure on the part of the employee to conduct himself properly; or any willful violation of the provisions of this Act or the rules and regulations to be adopted hereunder.
- (b) Conviction of a felony, or a misdemeanor involving moral turpitude, or a misdemeanor reflecting upon ability to perform public service or one for which a jail sentence is or may be imposed.
- (c) Any other act or failure to act which, in the judgment of the board, is sufficient to show the offender to be an unsuitable and unfit person to be employed in the classified service.

#### Sec. 8. Removal of members from civil service.

- (a) No person in the classified civil service who shall have been permanently appointed or inducted into civil service under the provisions of this act shall be removed, suspended or discharged except for cause, and only upon the written accusation of the appointing power, or any citizen or taxpayer, a written statement of which accusation shall be served upon the accused, and a duplicate filed with the Board. The chief of the fire department or the chief of the police department may suspend a member of the department pending the confirmation of the suspension by the regular appointing power under this act which must be within twenty-one (21) days. Any person so removed, suspended or discharged may within twenty (20) days from the time of his removal, suspension or discharge file with the Board a written demand for an investigation, whereupon the Board shall conduct such investigation.
- (b) The investigation shall be confined to the determination of whether such removal, suspension or discharge was or was not made for political reasons and was or was not made in good faith for cause. After such investigation, the Board shall deliberate and may affirm the action taken, or if it shall find that the removal or suspension was made for political reasons, or was not made in good faith for cause, shall order the immediate reinstatement or reemployment of such person in the office, place, position or employment from which such person was removed, suspended or discharged, which reinstatement shall, if the Board so provides in its discretion, be retroactive, and entitle such person to pay or compensation from the time of such removal, suspension or discharge. The findings of the Board shall be certified in writing to the appointing power and shall be forthwith enforced by such authority.
- (c) All investigations made by the Board pursuant to this section shall be by public hearing, after reasonable notice to the accused of the time and place of such hearing, at which hearing the accused shall be afforded the opportunity to appear in person with counsel or by counsel and to present a defense. At any such hearing the testimony of all witnesses shall be taken in writing and a record shall be made of all proceedings.

#### Sec. 9. Duty of city officers and employees to assist board.

- (a) It shall be the duty of the City Administrator to assign sufficient staff of the City of Morristown to carry out the provisions of this act, and such rules and regulations consistent with this act, as may, from time to time be prescribed by the board and to afford the Board, its members and employees, all reasonable facilities and assistance in the inspection of all books, papers, documents and accounts applying or in any way appertaining to any and all offices, places, positions, papers, documents and accounts relevant to the duties of the board. It shall be the duty of such officers and employees to attend and testify whenever required by the Board or any member thereof.
- (b) The board shall not promulgate any rule or regulation under authority of the act or make any appointments or promotions which are inconsistent with any state or federal guidelines or standards, or inconsistent with any rules or regulations of the appropriate accreditation agencies which certify or accredit the police and fire departments of the city pursuant to state or federal law or the standards required of a nongovernmental agency which have been accepted by the city governing body. If a rule or regulation of the Board appears to the city governing body to be inconsistent with such standards, the city shall submit the question to the applicable agency, if any, promulgating such standards for an opinion relative to the apparent inconsistency. Such opinion, if received within ninety (90) days of submission in writing from such agency shall be the basis upon which the board and/or the governing body shall amend said rules or regulations in order to comply. Should such opinion not be provided within ninety (90) days,

the city governing body, in its sole discretion, shall determine if such rules or regulations are inconsistent with such standards, and in the event such determination is in the affirmative, the rule or regulation shall be void, upon duly adopted resolution of the city.

Sec. 10. Certification of names for vacancies; eligible lists; probationary employment.

- (a) When a position in the classified service becomes vacant, whether entry level or promotional, the governing body of the City of Morristown shall make requisition upon the board for the names of three (3) persons eligible for appointment. The board shall certify the names of the three (3) persons highest on the eligible list willing to accept employment.
- (b) In the event of two (2) or more promotional vacancies for the same position, two (2) additional names shall be certified for each such additional vacancy.
- (c) Promotional appointees shall serve on probation during the first six (6) months of employment, and may be transferred back to such appointee's former position for good cause by the governing body, in its discretion. Such action shall not be reviewable by the Board. In such event, the employee shall re-qualify for the promotional roster before being eligible for promotion.
- (d) Whenever a requisition is to be made, or whenever a position is held by a temporary appointee and an eligible list for the class of such position exists, the governing body shall appoint a person from among the persons so certified for such position.
- (e) Notwithstanding any provision of the Civil Service Act to the contrary, the chiefs of the respective departments, with the approval of the governing body, shall be empowered, upon proper certification by the board of the eligibility of a new (non-classified service) applicant for a position in the classified service, to appoint such person to such position for a period of six (6) months plus the required time for formal entry level training as defined by departmental policy, but not to exceed a total of fourteen (14) months, during which time the applicant shall be on probation and subject to removal for just cause shown at any time during the probationary period. If the governing body in its discretion deems such person on probation unfit and unsatisfactory for such position, such person on probation may be dismissed. Any action taken by such governing body with respect to the dismissed applicant or probationer shall not be reviewable by the Board. In the event of dismissal of such applicant or probationer for reasons satisfactory to the governing body of the city of Morristown, the board shall again certify the names of the persons on the eligible list as the same shall appear from the records of the board. Notwithstanding the foregoing, a departmental chief may request and the civil service board may grant, at its sole discretion, an extension of the probationary period of up to sixty (60) additional days.
- (f) The chiefs of the respective departments may make lateral assignments of personnel. A lateral assignment shall be an assignment which is not accompanied by changes in wages, clothing allowance, vacation accrual, sick leave accrual or incentive pay.

Sec. 11. Leave of absence without pay.

Be it further enacted. Leave of absence, without pay, may be granted by the board upon the recommendation of the chief of the fire department or the chief of the police department, and the board shall give notice of such leave of absence to the governing body. All temporary employment caused by leaves of absence shall be made from the eligible list of classified civil service of the department concerned.

Sec. 12. False marking, grading, etc., of examinations, etc., prohibited.

Be it further enacted. No board member or any other person, shall, by himself, or in cooperation with one or more persons, defeat or deceive any person in respect of his right of examination or registration according to the rules and regulations of this Act, or falsely mark, grade, estimate or report upon the examination or proper standing of any person examined, registered or certified pursuant to the provisions of this Act or aid in so doing, or make any false representation concerning the same or concerning the person examined, or furnish any person any special or secret information for the purpose of improving or injuring the prospects or chances of any person so examined, registered or certified, or persuade any other



person, or permit or aid in any manner any person to personate any other person, in connection with any examination or registration or application or request to be examined or registered.

Sec. 13. Political activities; prohibited; religious and political discrimination prohibited.

Be it further enacted.

(a) No person shall be appointed or promoted to, or demoted or dismissed from, any position in the classified service, or in any way favored or discriminated against with respect to the employment in the classified service because of his political or religious opinions, but all employees must take an oath to support the Constitution of the United States.

(b) No person shall seek or attempt to use any political endorsement in connection with any appointment to a position in the classified service.

(c) No person shall use or promise to use, directly or indirectly, any political or official authority or influence, whether possessed or anticipated, to secure or attempt to secure for any person an appointment or advantage in appointment to a position in the classified service or an increase in pay or other advantages in employment in any such position either for the purpose of influencing the vote of political action of any person, or for any consideration, or otherwise.

(d) It shall be the duty of the board to supervise the execution of the foregoing civil service provisions of this Act and the rules made thereunder, and it shall be the duty of all persons under the provisions of this Act and in the service of the police and fire departments to comply with such rules and to aid in their endorsement.

Sec. 14. LEFT BLANK INTENTIONALLY

Sec. 15. Compliance with Act.

Be it further enacted. The failure on the part of the board, or any member thereof or on the part of the governing body of the City of Morristown, or any member thereof, to comply with the terms of this Act shall be considered a violation of this Act and shall be punishable as such.

Sec. 16. City to furnish board with accommodations and equipment; employment or clerical, administrative, etc., assistance.

Be it further enacted. The governing body of the City of Morristown shall provide the board with suitable and convenient rooms and accommodations and cause the same to be furnished, heated and lighted and supplied with all office supplies and equipment necessary to carry on the business of the board and shall either provide directly or provide the funds for the payment of such necessary clerical, administrative, actuarial and legal assistance as may be employed by the board. Said accommodations, equipment, employment, or other assistance shall be requested of the City Administrator, who shall facilitate the same with available resources or through additional allocation requested to the governing body; and the failure on the part of the governing body to do so shall be considered a violation of the Act and shall be punishable as such.

Sec. 17. Appropriations by city council; appointment of original board.

Be it further enacted. The governing body of the City of Morristown shall have authority to appropriate from the general funds of said city a sum sufficient to carry out the purposes of this Act, and shall make such appropriation. Within thirty days after the effective date of this Act, it shall be the duty of the governing body of the City of Morristown, subject to the provisions of this Act, to appoint and create the board, as provided in section 1 hereof, and the failure upon the part of said governing body, or any member of it so to do, shall be deemed a violation of this Act and shall be punishable as such.

Sec. 18. Organization of original board.

Be it further enacted. It shall be the duty of the board appointed subject to the provisions of this Act to organize immediately and to see that the provisions thereof are carried into effect, and to make suitable rules and regulations to effect said purposes; and the failure upon the part of said board, or any individual member thereof so to do, shall be deemed a violation of this Act and shall be punishable as such.

#### Sec. 19. Penalty for violation of Act.

Be it further enacted. Any person who shall willfully violate any of the provisions of this Act shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punishable by a fine of not less than twenty-five, or more than five hundred dollars, or by imprisonment in the county jail for not longer than eleven months and twenty-nine days or by both such fine and confinement in the county jail.

#### Sec. 20. Repeal of conflicting laws.

Be it further enacted. That all laws or parts of laws in conflict with this Act be and the same are hereby repealed.

#### Sec. 21 Severability of Act.

Be it further enacted. That the provisions of this Act are hereby declared to be joint and severable and the invalidating of any section shall not affect the validity of the remaining sections, which shall remain in full force and effect.

#### Sec. 22. Effective date.

Be it further enacted. That this Act shall take effect October 1st, 1955, provided, however, that it shall not be valid, or have any effect until it has been ratified and approved by a two-thirds majority of the governing body of the City of Morristown, after its final passage by the General Assembly.

### ARTICLE III. Morristown Utilities Commission

#### Sec. 1. Name change; membership; appointment of members.

(a) Name—Authority. The Board of Electric Light and Waterworks Commissioners is hereby designated the Morristown Utilities Commission. Said Utilities Commission shall have authority to manage and control the electric power and water utilities and, subject to city council approval, all other municipal utilities of the City of Morristown, Tennessee, which are both within and without the corporate limits of the City, all in accordance with and subject to the requirements of state and federal laws, rules and regulations.

(b) Membership; Appointment; Term. The commission shall consist of five (5) persons to serve five (5) year terms. In order to facilitate an orderly transition with respect to expansion of membership and term of office, the present terms shall be modified in the following manner:

Term Expiring	Modified to Expire
July 31, 2001	July 31, 2006
July 31, 2002	July 31, 2005
July 31, 2003	July 31, 2004

In addition to the enumerated modifications, there shall be two (2) additional commissioners to be appointed to increase the commission to five (5) members.

Each of the additional commissioners shall be appointed in accordance with the procedures provided herein for nominations. The first new appointment shall be made for a term beginning August 1, 2001 and expiring July 31, 2002. The second new appointment shall be made for a term beginning August 1, 2001 and expiring July 31, 2003. All subsequent terms of all commissioners shall be for five (5) years.

(c) (1) Prior to the first day of July in each year, the commissioners shall submit to the Mayor a list of three (3) nominees for the commission seat expiring as of July 31st. The Mayor shall within thirty (30) days of submission of such nominees select from these names a nominee. A majority vote of the City Council shall be necessary for the election of such nominee as a commissioner. Should the City Council fail to take action to either approve or disapprove a nominee within a period of thirty (30) days following notice of such nomination to the City Council, the nominee shall be deemed elected.

(2) (A) In the event that the City Council takes action within such thirty (30) day period but a nominee does not receive a majority vote of the City Council, the nomination procedure shall be repeated except that the commissioners shall have fourteen (14) days from notice of the City Council that a nominee did not receive a majority vote of the City Council in which to submit the names to the Mayor of three (3) nominees, which may include two (2) of the three (3) names not previously selected and submitted by the Mayor to the City Council.

(B) If a nominee is not selected from the second list submitted to the City Council by the Mayor under the procedure established in subdivision (A), a third and final list of nominees shall be submitted to the Mayor by the commissioners within the time period established for submitting the second list of names. If a nominee is not selected from the third list submitted to the City Council by the Mayor under the procedure established in subdivision (A), the provisions of subdivision (3) shall take effect.

(3) (A) The commissioners shall submit directly to the City Council a list of three (3) nominees for the commission seat expiring as of July 31st .

Such names shall be submitted to the City Council within fourteen (14) days from notice of the City Council that a nominee from the third list submitted by the Mayor to the City Council did not receive a majority vote of the City Council. The City Council shall have thirty (30) days from the date the list is submitted to the City Council to take an action to approve a nominee from the fourth list. The nominee receiving the highest number of votes from the City Council shall be the nominee. However, if a tie vote occurs between two (2) of the names submitted, the name of the nominee who received the fewest votes shall be eliminated and the City Council shall vote on the remaining two (2) nominees with the nominee receiving the highest number of votes being declared the nominee.

(B) If the City Council fails to take action to either approve or disapprove a nominee within such thirty-day period, the Mayor shall select the nominee from the list of three (3) names submitted to the City Council to be the commissioner.

(4) In the event of a vacancy during the term, said vacancy shall be filled for the remainder of the term in accordance with the procedures provided in subdivision (1) through (3) for nominations, and the commission shall make its nominations to the Mayor within thirty (30) days of the occurrence of the vacancy to commence the election process.

Sec. 2. Qualifications of commissioners; oath and bond; compensation; removal of commissioners; commissioners not to hold other office.

The commissioners shall be residents of said municipality, and reside within the corporate limits thereof. Said commissioners shall be elected by the city council as hereinbefore provided. Said commissioners, before entering upon their duties, shall make and subscribe an oath in writing to faithfully discharge their duties as such commissioners, and each will give bond in such sum as the corporate authorities may require, payable to the State of Tennessee, conditioned for the careful and faithful performance of their duties as such commissioners, and upon said bonds a right of action will be in the name of the State for the use of the party or parties aggrieved by any neglect of duty on the part of said commissioners. Said commissioners shall receive such compensation as the city council may determine, and any and all of them may be removed from office by the city council for malfeasance or misfeasance therein. No person holding any other office pertaining to said city shall be eligible for the office of commissioner.



Sec. 3. Chairman and secretary; quorum; records to be kept; powers and duties generally.

The commissioners, upon their election and qualification, shall organize by selecting one (1) of their number chairman and one (1) secretary. A majority of the commissioners shall constitute a quorum for the transaction of business, and all matters to be determined by them shall be determined by a majority vote, and they shall keep a record of all their transactions in a well-bound book, which shall be open, on demand, to the inspection of any and all citizens and taxpayers of the City of Morristown. Said utilities commissioners shall have charge and supervision of the electric light and water works systems of the corporation and with prior approval of city council, telecommunications, natural gas, ISP and CATV services and any other utility service, and shall have full power to make all contracts necessary to the operation thereof, employing such help as may be necessary, and fixing the salaries of all employees, and fixing rates for such services, and through their secretary, collect the same, it being the intention hereby to make said utility commissioners a separate and independent body for the performance of the duties of the positions to which they are elected. The fees or proceeds arising for the use of the various utilities, when collected, shall be kept separate from the other as a separate enterprise fund to be applied to the operation of each particular utility. The net proceeds of each utility shall only be liable for the debts and liabilities of that particular utility hereafter occurring, but the property of commission and proceeds thereof shall be liable for any debts heretofore contracted. Said commissioners will make reports at least annually to the city council, setting out in said report separately the receipts and disbursements of each of said utilities, and reciting therein all business transacted by them since the date of their last report.

Sec. 3A. Action of board of utilities commissioners may be by resolution.

Any and all action required or authorized to be taken under this Act by the board of utilities commissioners, except as statute or regulating authority may otherwise prescribe, may be by resolution, which resolution may be adopted at the meeting of the board at which such resolution is introduced, and shall take effect immediately upon adoption.

Sec. 3B. Repeal of conflicting Acts.

That all Acts or parts of Acts in conflict with this Act be and the same hereby are repealed.

Sec. 4. Authority to construct, expand, and operate municipal utilities; power of condemnation; other powers.

The utilities commissioners of the City of Morristown may create, construct, expand, enlarge, extend, and operate the municipal utilities they are authorized to operate to such point or points within or without the corporate limits of the City of Morristown in conformity with general law and as in their discretion may be deemed necessary or desirable. In order to expand, enlarge and extend said municipal utilities, the utilities commissioners and/or the city council for the City of Morristown is hereby, authorized and empowered to acquire either by purchase or condemnation all real estate necessary or proper to expand and extend said utilities. This shall include, but not be limited to any spring or springs of water, pump stations, rights of ways to and from such springs or pump stations, and for necessary pipe lines for conveying water either outside or within the corporate limits of said city; and it may take and appropriate such lands and grounds upon which are located springs of water, together with such quantity of land surrounding said watering places, as may be necessary or proper for the proper protection of such springs of water and for the location of pump stations and for rights of way for water mains, pipes, and other devices that may be necessary or proper for conveying currents of water in the operation of said waterworks system, and the utilities commissioners and/or the city council for the City of Morristown is hereby vested with full power and authority to acquire by purchase or condemnation proceedings the riparian rights of lower landowners along any stream, the spring or upper portion of which is acquired or the water from which is used under the provisions of this Act. Additionally, the utilities commissioners and/or the city council for the City of Morristown is hereby, authorized and empowered to acquire, by

purchase or the exercise of the right of eminent domain, any property or easements or other right or interest in property necessary for the construction, reconstruction, extension or enlargement of a sewerage system whether such property be within or without the city or partially within and partially without the city.

That if it shall become necessary to condemn any private property for the use set out in this section of this Act, the utilities commissioners and/or the city council for the City of Morristown shall direct the general manager of the Morristown Utilities Commission, the mayor or some other administrative officer or the attorney for the Morristown Utilities Commission and/or the City of Morristown to proceed in the name of the Morristown Utilities Commission and/or the City of Morristown to have said property or right of way appropriated as provided for the taking of private property for works of internal improvements as stated in the general laws and Code of the State of Tennessee.

Additional powers of the Morristown Utilities Commission include:

- a) To fix, levy and collect fees, rents, tolls, or other charges for connecting to and for the use of each utility service.
- b) To make contracts and execute instruments containing such terms, provisions and conditions as in the discretion of the board of utilities commissioners may be necessary, proper or advisable for the purpose of obtaining a grant, loan or other financial assistance from any federal agency or from the State of Tennessee by virtue of any Act of Congress or Act of the Legislature of Tennessee.
- c) To make all contracts and execute all other instruments necessary, proper or advisable in or for the furtherance of the construction, expansion, rehabilitation, and/or operation of each utility service.
- d) To enter on any lands, waters and premises for the purpose of making surveys, soundings and examinations in or for the furtherance of the construction of its utility functions.
- e) To require the owner, tenant or occupant of each lot or parcel of land which abuts upon a street or other public way containing a sanitary sewer upon which lot or parcel a building exists for residential, commercial or industrial use to connect such building with such sanitary sewer and to cease to use any other means for the disposal of sewage, sewage waste or other polluting matter.
- f) To require the owner, tenant or occupant of each lot or parcel of land who is obligated to pay the charges made for the utility service(s) furnished to make a reasonable deposit in advance to insure the payment of such charges.
- g) To discontinue any services of the system to any owner, tenant, or occupant obligated to pay the charges made for the service furnished by the utility in the event of failure to pay for said services of the system.
- h) Perform any acts authorized under this act or otherwise authorized by the laws of the State of Tennessee.

Sec. 5. LEFT BLANK INTENTIONALLY

Sec. 6. Effective date.

Be it further enacted. That this Act take effect from and after its passage, the public welfare requiring it.

#### ARTICLE IV. Hotel Occupancy Tax

Sec. 1. Definitions.

As used in this Act, unless a different meaning clearly appears from the context, the following definitions shall apply:

- (a) "Person" means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business, trust receiver, trustee, syndicate, or any other group or combination acting as a unit.
- (b) "Hotel" means any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel,

inn, tourist court, tourist camp, tourist cabin, motel or any place in which rooms, lodgings, or accommodations are furnished to transients for a consideration.

(c) "Occupancy" means the use or possession, or the right to the use or possession, of any room, lodgings or accommodations in any hotel.

(d) "Transient" means any person who exercises occupancy or is entitled to occupancy for any room, lodgings, or accommodations in a hotel for a period of less than ninety (90) continuous days.

(e) "Consideration" means the consideration charged whether or not received, for the occupancy in a hotel valued in money whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits, property and services of any kind or nature without any deduction therefrom whatsoever. Nothing in this definition shall be construed to imply that consideration is charged when the space provided to the person is complimentary from the operator and no consideration is charged to or received from any person.

(f) "Operator" means the person operating the hotel whether as owner, lessee or otherwise.

## Sec. 2. Tax levied.

The City of Morristown is hereby authorized to levy a privilege tax upon the privilege of occupancy in any hotel of each transient up to a maximum rate of seven percent (7%) of the consideration charged by the operator. Said tax so imposed is a privilege tax upon the transient occupying said room and is to be collected and distributed as hereinunder provided.

## Sec. 3. Operator's responsible for collecting tax.

Said tax shall be added by each and every operator to each invoice prepared by the operator for the occupancy of his hotel, such invoice to be given directly or transmitted to the transient, and shall be collected by such operator from the transient and remitted to the City Recorder of the City of Morristown.

## Sec. 4. Tax due date.

The tax hereby levied shall be remitted by all operators who lease, rent, or charge for any rooms to the City Recorder of the City of Morristown, to be remitted to such officer not later than the 20th day of each month next following collection from the transient.

## Sec. 5. Occupant responsible for paying tax.

No operator of a hotel shall advertise or state in any manner whether directly or indirectly that the tax or any part thereof will be assumed or absorbed by the operator, or that it will be added to the rent, or that, if added, any part will be refunded.

## Sec. 6. Delinquent taxes.

Taxes collected by an operator which are not remitted to the City Recorder on or before the due dates are delinquent. An operator shall be liable for interest on such delinquent taxes from the due date at the rate of twelve percent (12%) per annum, and in addition for penalty of one-half of one percent (1/2 of 1%) for each month or fraction thereof such taxes are delinquent. Such interest and penalty shall become a part of the tax herein required to be remitted. Willful refusal of an operator to collect or remit the tax or willful refusal of a transient to pay the tax imposed is hereby declared to be unlawful and shall constitute a misdemeanor punishable upon conviction by a fine not less than twenty-five dollars (\$25) nor in excess of fifty dollars (\$50). The fine levied herein shall be applicable to each individual transaction involving lodging services paid by a customer to the operator in those cases when the operator fails or refuses to pay the tax payable to the City Recorder.

## Sec. 7. Operators duties.

It shall be the duty of every operator liable for the collection and payment of this tax, to keep and preserve for a period of three (3) years all records necessary to determine the amount of such tax for whose collection and payment to the municipality he may have been liable, which records the City Recorder shall have the right to inspect at all reasonable times.

#### Sec. 8. Illegal assessment and collection.

In administering and enforcing the provisions of this Act, the City Recorder shall have as additional powers the powers and duties with respect to collection of taxes provided in Tennessee Code Annotated, Title 67, or otherwise provided by law.

Upon any claim of illegal assessment and collection, the taxpayer shall have the remedy provided in Tennessee Code Annotated, Section 67-2313, it being the intent of this Act that the provisions of law concerning the recovery of erroneous tax payments to municipalities shall apply to the tax collected under the authority of this Act; provided, the City Recorder shall possess those powers and duties as provided in Tennessee Code Annotated, Section 67-2301, with respect to the adjustment and settlement with taxpayers of all errors of taxes collected by him under the authority of this Act and to direct the funding of the same. Notice of any tax paid under protest shall be given to the City Recorder, and suit for recovery shall be brought against him.

#### Sec. 9. Uses of collected taxes.

The proceeds from the tax levied herein shall be retained by the municipality and deposited in the general funds of the municipality; however, twenty-five percent (25%) of the tax levied may be used to promote the development of tourism in the municipality. Proceeds of this tax may not be used to provide a subsidy of any form to any hotel or motel.

#### Sec. 10. Occupancy tax to be in addition to other taxes and fees.

The tax herein levied shall be in addition to all other taxes levied or authorized to be levied whether in the form of excise, license, or privilege taxes, and shall be in addition to all other fees and taxes now levied or authorized to be levied.

#### Sec. 11. City recorder to enforce.

The City Recorder shall have the power to make and publish reasonable rules and regulations not inconsistent with this Act or other laws, for the enforcement of the provisions of this Act and the and the collection of revenues hereunder. Further the City Recorder shall design, prepare, print and make available to all persons who are subject to this Act, all necessary forms for filing returns and instructions to insure full compliance with the provisions of this Act.

#### Sec. 12. Ratification.

This Act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of the City of Morristown. Its approval or nonapproval shall be proclaimed by the presiding officer of the legislative body of the City of Morristown and certified by him to the Secretary of State.

#### Sec. 13. Effective date.

For the purpose of approving or rejecting the provisions of this Act, it shall be effective upon becoming a law, the public welfare requiring it. For all other proposes, it shall become effective upon being approved as provided in Section 12.

SECTION 2. This act shall become effective when it has been approved by the Morristown City Council by a vote of not less than two-thirds of the entire membership of the governing body within sixty (60) days of its signing by the governor of this state. The approval or non-approval of the act by the City Council shall be certified by the mayor to the Tennessee Secretary of State.

**WHEREUPON**, the Mayor declared the Resolution adopted, affixed a signature and the date thereto, and directed the same be recorded.

PASSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Gary Chesney, Mayor

Attest:

\_\_\_\_\_  
Anthony W. Cox, City Administrator

# CHARTER OF THE CITY OF MORRISTOWN, TENNESSEE<sup>1</sup>

## CHAPTER 103

### Senate Bill No. 150

AN ACT to incorporate the City of Morristown in Hamblen County, Tennessee.

#### **ARTICLE I.**

##### **Sec. 1. Incorporation.**

The inhabitants of the City of Morristown, as the same extends and is laid out, are hereby constituted a corporation and body politic, by the name and style of the "City of Morristown," and by the same name shall have perpetual succession; shall sue and be sued, plead and be impleaded, in all courts of law and equity, and in all actions whatsoever, may purchase, receive and hold property, real and personal in their said city, and may sell, lease or dispose of the same for the benefit of said city; and may purchase, receive and hold property, real and personal, beyond the limits of the city, ~~to be used for the burial of the dead~~ for corporate purposes; and may sell, lease or dispose of such property for the city; and to do all other acts ~~touching the same~~, as natural persons. They shall have and use a common seal and change it at pleasure. They may own and control a waterworks system, electric light plant, gas plant and public school buildings and equipment.

(Priv. Acts 1967, ch. 487, § 1)

##### **Sec. 2. City council.**

There shall be a city council, which shall consist of a mayor and six (6) council members, who shall be elected by the qualified voters of the city to serve for a term of four (4) years, and until their successors are elected and qualified, ~~except that the at-large council member receiving the lesser number of votes of the two (2) at-large~~

<sup>1</sup>Cross reference(s)—Priv. Acts 1903, ch. 103 is the present basic Charter Act for the City of Morristown. This Act has been amended on numerous occasions since 1903. Many of the amending Acts revised or deleted specific sections of the 1903 Act. They have been incorporated in to the 1903 Act as set out here. Other Acts, however, were general amendments which did not expressly or in effect amend any particular section or part of the 1903 Act, but, in effect, supplemented it. These Acts have been placed after the basic Charter Act as "Related Private Laws." These Acts have also had their amendments incorporated. The basic Charter Act and related private laws should be considered together to determine what the current law is.

Bond authorization and validation Acts, since of a temporary nature with no general or continuing application, have not been included in this compilation. All private Acts through the 2014 session of the general assembly which relate to the city and which have been passed since the granting of the present basic Charter Act (including one—Priv. Acts 1901, ch. 392—which was passed before the granting of the basic Charter Act) have been enumerated for reference purposes at the end of this compilation of the Charter and related private laws.

~~council members shall serve one (1) term of two (2) years commencing the second Monday in May of 2003 and expiring the second Monday in May 2005, thereafter said term to be four (4) years.~~

No person shall be elected to the council unless they are at least twenty-one (21) years of age by the election date, or to the office of mayor unless they are at least twenty-five (25) years of age by the election date, and whether council or mayor, shall be a citizen of the State of Tennessee, and a bona fide resident of the city for at least one year immediately preceding the election date. One (1) council member shall be elected from each of the four (4) wards of the city, as said wards are modified by reapportionment, which reapportionment shall be accomplished by the governing body based upon the 2000 census and shall thereafter be accomplished as required by law, and such council member shall be a resident of that ward, and two (2) council members and the mayor shall be elected at large and may reside in any city ward. The four (4) council members representing particular city wards shall be voted for and elected by the voters of their respective city wards, but all of the and the mayor and the two (2) at-large council members shall be voted for and elected by the voters of all wards of the city.

Any person elected to the city council who removes from the city shall thereby vacate his office.

Before entering upon the duties of office, the mayor and council members shall take an oath to faithfully demean themselves in office, and perform the duties thereof. All vacancies in the council, including the office of mayor, shall be filled by a vote of a majority of the remaining members thereof, to serve until the ~~second Monday of May following the~~ next city election for members of council.

(Priv. Acts 1907, ch. 502, § 1; Priv. Acts 1945, ch. 266, § 1; Priv. Acts 1947, ch. 206, § 1; Priv. Acts 1967, ch. 487, § 1; and Priv. Acts 1978, ch. 269, § 1; Priv. Acts 2000, ch. 138, § 1; Priv. Acts 2001, ch. 4, § 1)

### **Sec. 3. Biennial elections; qualifications of electors; qualifications and duties of mayor.**

~~Beginning in the year 2003, the council members representing the second and fourth wards, the mayor and two (2) at-large council members shall be elected at elections to be held on the first Tuesday in May for four (4) year terms which expire on the second Monday of May, 2007, and the second Monday of May of each fourth year thereafter, except that the at-large council member receiving the lesser number of votes of the two (2) at-large council members shall serve one (1) term of two (2) years commencing the second Monday in May of 2003 and expiring the second Monday in May of 2005, thereafter said term to be four (4) years.~~

~~Beginning in the year 2005, the two (2) council members representing the first and third wards and the at-large council member who served an initial two (2) year term shall be elected at elections to be held on the first Tuesday in May for four (4) year terms which expire on the second Monday of May, 2009 and the second Monday of May of each fourth year thereafter.~~

Beginning in the year 2024, the terms of all sitting council members and mayor shall be extended such that council members previously representing the first ward and the third ward, having last been elected in May of 2021 and the at-large member last elected in May of 2021, may remain in their capacities until their successors are elected and seated, said elections to be held the first Tuesday following the first Monday in November of 2026, and that the mayor and council members previously representing the second ward and the fourth ward, having last been elected in May of 2023 and the at-large member last elected in May of 2023, may remain in their capacities until their successors are elected and seated, said elections to be held the first Tuesday following the first Monday in November of 2028. A transition seating newly elected council members and/or mayor shall occur on the last Monday of November following elections, provided elections have been certified by that date. Otherwise, a transition seating newly elected council members and/or mayor shall occur on the next Monday following such certification.

The recipient of the most votes for any seat shall be determined to be the council member-elect (or mayor-elect). When two (2) or more candidates have an equal number of votes preventing a determination of the winner, the election for any undetermined seat(s) shall be decided by a majority vote(s) of the mayor and city



council, excluding members whose seats are in dispute by virtue of the tie if that member is actively seeking reelection.

Every person entitled to vote for members of the General Assembly by the laws of the State and who shall have been a bona fide resident within the corporate limits for thirty (30) days next preceding the election shall be entitled to vote therein.

Nonresidents holding a freehold within the corporate limits of an assessed valuation of one hundred dollars (\$100) or other property subject to corporation taxes amounting to one hundred dollars (\$100) or over, shall be entitled to vote at said election. Said election shall be held as now provided by the laws of the State of Tennessee for such elections.

No person shall be elected mayor who is not at the time of ~~his~~ election at least twenty-five (25) years of age, a citizen of the State of Tennessee, and a bona fide resident of the city for at least one year immediately preceding the election date. ~~When two (2) or more shall have an equal number of votes for the office of mayor, the election shall be decided by a majority of the votes of the council-elect.~~ No council member whose term extends beyond the next mayoral election may qualify as a candidate for the office of mayor if such council member holds office as such thirty (30) days prior to the final day for qualification as a candidate for mayor.

Such council member shall not be disqualified from being appointed by the council to serve as a council member until the ~~second Monday of May following the~~ next city election for members of council and mayor, to fill the vacancy created by his or her resignation from office. The mayor may fill all vacancies occurring in any offices, except that of council member, until the same be filled by election. It shall be the duty of the mayor to preside at all meetings of the council; to see that all the ordinances of the city are duly enforced, respected and observed within the city; to take an oath of office before entering upon the duties of the same; and to call special sessions of the council when the mayor deems it expedient. The mayor shall be entitled to a vote upon all matters before the council the same as a council member, whether there be a tie or not, but shall not be entitled to vote as mayor and an additional vote as presiding officer.

(Priv. Acts 1915, ch. 84, § 3; Priv. Acts 1917, ch. 640, § 1; Priv. Acts 1941, ch. 527, § 1; Priv. Acts 1963, ch. 112; Priv. Acts 1967, ch. 487, §§ 1, 2; and Priv. Acts 1978, ch. 269, § 2; Priv. Acts 2000, ch. 138, § 2; Priv. Acts 2001, ch. 4, § 2)

#### **Sec. 4. Appointment of city officers, employees, etc.; city administrator.**

The city council shall have full power and authority to appoint all officers, servants and agents of the corporation, such as they may deem necessary and provide by ordinance. They shall also fix the compensation of such officers before their election, which shall not be increased or diminished during their continuance in office.

They shall also have power to dismiss any officer, servant or agent, by them appointed, three-fifths of said council concurring in such dismissal.

Or in the alternative, the council, by resolution, may appoint and fix the salary of the city administrator, who shall serve at the pleasure of the council, except that he may be removed during his first year in office only for incompetence or neglect of duty. He shall be appointed solely on basis of his executive and administrative qualifications, without regard to his political affiliations or place of residence, but during his tenure in office may reside outside the city only with the consent of the council. He shall give his full time to the office unless otherwise provided by resolution. The council may remove the city administrator only after adopting a preliminary resolution stating the reasons for his proposed removal, which shall be published once in the official city newspaper. If within five days after such publication the city administrator delivers to the mayor a written request for a hearing, a public hearing shall be held within ten to twenty days after publication of the preliminary resolution, to consider any written or oral statement he wishes to make, in person or through counsel. After following this procedure, and after the public hearing, if one be held, the council may adopt a final resolution of removal from which there shall be no appeal. The preliminary resolution may suspend the city administrator from duty, but in any event he shall



be paid his regular salary until the time of adoption of the final resolution or removal. The council may, and if the council does not, the city administrator shall, designate a person to act as city administrator during his absence or inability to act. An acting city administrator may be appointed by the council to fill a vacancy in the office for not to exceed one year, who may be removed by the council at any time without regard to the procedure prescribed in this section for removal of the city administrator.

The city administrator shall be the executive head of the city government, responsible to the council for the efficient, orderly and business-like administration of the city's affairs. He shall be responsible for the enforcement of laws, rules and regulations, ordinances and franchises of the city, and the city attorney shall take such legal actions as the city administrator may direct for such purposes. The city administrator shall have authority to appoint, promote, demote, transfer, suspend and remove all department heads and employees and to direct and control their work, except as otherwise provided in this Act. He shall attend all meetings of the council when possible to do so and may participate in the discussions of the council, but shall have no vote. He shall submit to the council annual budgets, reports and such other information as he may deem necessary or that the council may require. He shall have authority to make allotments of funds within the limits of appropriations and no expenditure shall be made without his approval. He shall act as purchasing agent for the city. He may conduct inquiries and investigations into the conduct of the city's affairs and shall have such other powers and duties as may be provided by ordinances not inconsistent with this Act. All acts performed by the city administrator pursuant to the authority granted by this section shall be subject to review by the city council, and any authority granted to the city administrator by this section 4 may be enlarged or diminished, three-fifths of said council concurring in such action.

Nothing herein is to be construed to affect or interfere with the changes in the City Charter wrought by Priv. Acts 1955, ch. 370, entitled "An Act to Create the Civil Service Commission for the Town of Morristown".

(Priv. Acts 1961, ch. 41, § 1; Priv. Acts 1967, ch. 487, § 1; Priv. Acts 1971, ch. 128, §§ 1, 2; Priv. Acts 1972, ch. 207, § 1; and Priv. Acts 1984, ch. 214, § 2)

## **Sec. 5. Powers of city generally.**

- (1) *Assessment, collection, etc., of property taxes; tax assessor.* Said city council shall have power within the corporation to levy, assess and collect taxes for municipal purposes upon property within said municipality, or otherwise liable therefor, taxable by law, for state purposes, ~~and said assessments shall be made by corporation assessors, elected by the said city council.~~

~~For this purpose, the office of tax assessor of said municipality is hereby created, which said office shall be filled by a majority vote of the city council each year, and his term of office shall continue only until December thirty first of the year during which he is elected.~~

~~Said tax assessor shall be twenty-one years of age. He shall receive for his services a sum not exceeding thirty-six hundred dollars, nor less than five hundred dollars a term, the amount of such compensation, within said limits, and the time of its payment to be fixed by resolution of the city council.~~

~~Before entering upon his duties, the tax assessor shall execute a bond with solvent sureties payable to the municipality, in the penalty of five hundred dollars, conditioned that he will faithfully perform the duties of his office. Such bond shall be approved by the mayor and entered of record as all other bonds; and he shall take the same oath of office applicable to the municipality as does the county tax assessor under the laws of the state.~~

~~Said tax assessor shall assess the real estate, personal property, privileges, and polls subject to municipal taxation, as of January tenth of the year of his election. Immediately after said date, or as soon thereafter as he shall have been elected and shall have qualified, the tax assessor shall begin the assessment of property, and shall continue his work with all possible dispatch so as to complete said assessment, make out the assessment roll and file his report with city council at the earliest possible moment. The municipal taxes for the year for which the~~

~~assessment is made shall be levied on the basis of such assessment, subject to review by the board of equalization, as now provided.~~

- (2) *Taxes on privileges and polls.* To levy and collect taxes upon all privileges and polls, taxable by the laws of the state.
- (3) *Appropriations and expenditures.* To appropriate money and provide for the payment of the debts and expenses of the city and to appropriate money for charitable uses and purposes, and provide by ordinance for the expenditure of the same, and, if necessary, to levy a special tax for such charitable uses and purposes. The fiscal year of the city shall begin on the first day of July and end on the last day of June.
- (4) ~~*Contagious disease control.* To make regulations to prevent the introduction of contagious diseases in the city; to make quarantine laws for the purpose, and to enforce the same within five miles of the city.~~ LEFT BLANK INTENTIONALLY
- (5) *Schools.* To establish a system of free schools within the city and by proceedings accruing to the general law of the land condemn property within the municipality for school and corporate purposes.
- (6) *General health; nuisances; vagrancy.* To make regulations to secure the general health of the inhabitants and to prevent and remove nuisances; to regulate and suppress vagrancy.
- (7) *Open, vacate, pave, etc., streets and sidewalks.* To open, alter, abolish, widen, extend, establish, grade, pave or otherwise improve, clean and keep in repair streets, alleys and sidewalks, or to have the same done, and to grant privileges and franchises in the use of the same.<sup>2</sup>
- (8) ~~*Nightwatch and patrol.* To establish, support and regulate a nightwatch and patrol.~~ LEFT BLANK INTENTIONALLY
- (9) *Market.* To erect a market house, establish a market and regulate the same.
- (10) *Public buildings.* To provide for the erection of all buildings necessary for the use of the city, ~~including jail and calaboose.~~
- (11) *Licensing and regulation of occupations and vehicles for hire.* To license, tax and regulate all occupations which are now or hereafter may be declared to be privileged occupations by the laws of the state; to license, tax and regulate automobiles, automobile trucks, automobile passenger busses, and taxicabs, carts, omnibuses, cabs, ~~wagons, drays,~~ motorcycles, and all other vehicles; to fix the rate to be charged for the carriage of persons and property by any vehicles held out to the public use for hire within the city, and to require indemnity bonds in surety companies or indemnity insurance policies to be filed with the city by the owner or operator of any such vehicle, for the protection of the city or any person against loss by injury to persons or property; to make all needful rules and regulations of the government of such conveyance, and to provide where such conveyances may be parked, and fix the starting and stopping point, within the city, of such vehicles, whether same are to be operated wholly within the city or from a point in the city to points outside, and whether the same be operated along fixed routes and according to fixed schedules or along different routes and without schedules; to designate the streets over and along which automobiles and other vehicles used for the purpose of affording street transportation may be operated, and to fix the rate to be charged for transportation of passengers.
- (12) ~~LEFT BLANK INTENTIONALLY~~ ~~Repealed by Priv. Acts 1925, ch. 598, § 1.~~
- (13) *Amusements, shows, exhibitions, etc.* To license, tax and regulate and suppress theatrical and other exhibitions, shows or amusements.

<sup>2</sup>Note(s)—For further provisions as to construction and repair of sidewalks, see subsection (24) of this section. See also §§ 8 and 9 of this Charter.

- (14) ~~Disorderly houses and bawdy houses.~~ To regulate or prohibit and suppress all disorderly houses and bawdy houses. LEFT BLANK INTENTIONALLY
- (15) ~~Fire protection.~~ To regulate or prohibit the use of lights, candles and stove pipes in all stables, shops and other places. LEFT BLANK INTENTIONALLY
- (16) ~~Weights and measures.~~ To establish weights and measures, and regulate the weights and measures to be used in the city, in all cases not otherwise provided for by law. LEFT BLANK INTENTIONALLY
- (17) ~~Inspection and weighing of stone, fuel and grain.~~ To provide for the inspection and weighing or measuring of stone, coal, wood and other fuel, hay, corn and other grain. LEFT BLANK INTENTIONALLY
- (18) ~~Inspection of food and drink.~~ To provide for and regulate the inspection of beef, pork, flour, meal, oils, whiskey and other spirits, in barrels or hogsheads, and other vessels. LEFT BLANK INTENTIONALLY
- (19) ~~Inspection of lard, butter, etc.; regulation of vending of meats and vegetables; suppression of hucksters.~~ To regulate the inspection of lard, butter and other provisions; to regulate the vending of meats, poultry, fish and vegetables; to restrain and punish the forestalling of provisions; and to suppress hucksters. LEFT BLANK INTENTIONALLY
- (20) *Appointment of police; imposition of penalties for violations of ordinances; city judge:* ~~appeals~~ appeals from convictions. To appoint and regulate the police of the city; to impose fines, forfeitures and penalties for the breach of any ordinance, and to provide for their recovery and appropriation and such recovery may be had before the mayor or before the city judge, who shall be appointed by the city council as hereinafter provided, and who shall be a citizen of the city and an attorney licensed to practice law in the State of Tennessee, with jurisdiction in either of said officers to issue warrants, render judgments, issue executions and such other process as may be necessary for the enforcement of fines, forfeitures and penalties for the violation of ordinances of said corporation; and any person against whom a judgment has been rendered by the mayor or city judge, for violation of any of the ordinances of the city, may within ten (10) days thereafter, appeal to the Circuit Court of Hamblen County, Tennessee, upon giving bond and security in the sum of two hundred fifty dollars (\$250.00) for his appearance at the next term of said court to be held thereafter, conditioned according to the terms of appearance bonds required by law in criminal cases.

The office of city judge is hereby created and said judge shall be appointed for such terms and paid such salary as established by the city council through ordinance.

- (21) *Riotous and disorderly persons.* To provide for the arrest and confinement until trial of all riotous and disorderly persons within the corporation, by day or by night; to authorize the arrest of all suspicious persons found violating any ordinance of the city.
- (22) *Breach of the peace; disorderly assemblies.* To prevent and punish, by pecuniary penalties, all breaches of the peace, noise, disturbances, or disorderly assemblies in any street, house or place in the city by day or by night.
- (23) *Encroachments on streets, etc.* To prevent and remove all encroachments into and upon all streets, lanes, alleys and avenues established by law or ordinance.
- (23a) *Zoning.* To regulate by ordinance the location, height, bulk, number of stories, and size of buildings and other structures, the percentage of lot which may be occupied, size of yards, courts, and other open spaces, the density of population, and the uses of buildings, structures, and land for trade, industry, residences, recreation, public activities, and other purposes, and to create and appoint a city planning commission in connection with said corporate power and authority, and to this end, said municipality is granted all the rights, powers, and authority which are granted to municipalities generally by Chapter 34 of the Public Acts of the General Assembly of the State of Tennessee for the year 1935, and by Chapter 44 of the Public Acts of the General Assembly of the State of Tennessee for the year 1935, and by Chapter 74 of the Public Acts of the General Assembly of the State of Tennessee for the year 1945.

Note(s)—See T.C.A. §§ 13-4-101 to 13-4-105, 13-4-201 to 13-4-203, 13-7-201 to 13-7-210; and 42-6-101 to 42-6-115.

- (24) *Obstructions on sidewalks; repair and cleaning of sidewalks and curbstones.* To remove all obstructions from the sidewalks, and to provide for the construction and repair of all sidewalks and curbstones, and for cleaning the same.

~~Note(s)—For further provisions as to construction and repair of sidewalks, see subsection (7) of this section. See also §§ 8 and 9 of this Charter.~~

- (24a) *Airport.* To establish, operate and regulate a municipal airport, within or without the corporate limits of said municipal corporation, and to this end said municipality is granted all of the rights, powers, and authority as is granted to municipalities generally by Chapter 74 of the Public Acts of the General Assembly of the State of Tennessee for the year 1931, as amended, being an Act entitled, "An Act to authorize Counties and Municipalities, jointly and separately, to establish and maintain airports, to authorize Counties and Municipalities to regulate such airports, and to confer upon the Counties and Municipalities the power to acquire by condemnation lands necessary for such airport".

Note(s)—See T.C.A. §§ 42-5-101 to 42-5-109.

- (24b) *Off-street parking facilities.* To establish off-street parking facilities for vehicles within the corporate limits of the city; to regulate the operation of the same by ordinance expressly including the power to establish if deemed necessary, charges to be paid for the use thereof; to expend corporate funds for that purpose; and to exercise the power of eminent domain to carry out the intent and purpose of this subsection.

- (25) *Alcoholic beverages.* To ~~prohibit~~ regulate by ordinance the sale by retail for beverage purposes, or the giving away for beverage purposes, of intoxicating liquors, including ale, wine, and beer, within the limits of such corporation, and to provide by ordinance suitable penalties for the violation of such ordinance, and to prevent the sale or giving such liquors to minors, within the limits of such corporation, and to provide suitable penalties for violation of same.

- (26) *Ordinances generally; meetings of city council.* To pass all ordinances not contrary to the Constitution and laws of the state that may be necessary to carry out the full intent and meaning of this Act, and to accomplish the object of their incorporation. And this shall expressly include the power to fix, by ordinance, the date and hour of regular meetings of the city council; ~~provided, that all such meetings shall be in the City Hall; and further provided, that there shall be two regular meetings each calendar month, the same to be two weeks apart.~~ To enforce all aforementioned ordinances within the corporate limits of the City and upon property outside the City that is owned by the City, where the city council has established that such ordinances shall apply.

- (27) *Sewer connections; authority to prohibit cesspools, privies, etc.* That said city council and/or the Morristown Utilities Commission is hereby empowered by ordinance to compel the owners of real estate fronting on, contiguous to, or bounded by any street or streets of said city, in which street or streets are laid water mains and sanitary sewers, to connect such surface closets or privies as may be maintained on said premises with said sanitary sewer, and to provide the flushing and cleansing of said closets and privies.

Said city council is further authorized and empowered to prohibit by ordinance, the maintenance of any cesspool, surface closet or privy on any premises fronting on, contiguous to, or bounded by any street or streets of said city in which street or streets are laid water mains and sanitary sewers.

Said city council is further authorized to fix by ordinance the time within which connections shall be made with sanitary sewers as above indicated, after notice so to do has been given, and shall have the right to determine and fix by ordinance the character of notice to be given and to prescribe the penalty for failure to observe and comply with said notice and are expressly authorized to take all necessary steps to enforce the discontinuance and removal of said cesspools, surface closets and privies within the limits and boundaries above set out.

Said city council is further authorized and empowered to declare the maintenance of cesspools, surface closets and privies within said districts above indicated, a public nuisance, and shall have the right to abate same in the manner provided by law, and particularly shall have the right to enjoin the continuance and maintenance of same.

(27a) *Inoculation of dogs.* To pass ordinances requiring owners and other persons having the custody of dogs within the corporate limits of the city, to have such dogs inoculated so as to render them immune from rabies.

~~Note(s)—This subsection was designated as "27" by Priv. Acts 1935, ch. 24. However, Priv. Acts 1917, ch. 543, had already added the preceding subsection as "27"; thus this subsection is set out herein as (27a).~~

~~(28) *Milk and dairy products.* That said city council is hereby authorized and empowered to pass such ordinances as may be necessary for the proper inspection and regulation of the sale of milk and dairy products within the corporate limits, and to this end shall have the right to pass all necessary ordinances for the inspection of said milk and testing of dairy cows, the milk from which is sold within the corporate limits of said city, and shall have the right, by ordinance, to make all necessary rules and regulations covering the proper inspection of said milk and dairy products.~~

~~To insure the inhabitants of said city against unclean, impure and/or unwholesome milk and milk products, the city council shall have full power and authority to make and enforce regulations relative to the production, handling and manner of sale of milk and milk products sold in said city, regardless of where same is produced; to provide for all necessary inspections and examinations, and to charge the producer or vendor an inspection fee or fees, for the use of said city. LEFT BLANK INTENTIONALLY~~

~~Note(s)—The first paragraph of this subsection was added by Priv. Acts 1917, ch. 543, § 2. The second paragraph is derived from an unnumbered amendment to the Charter, added by Priv. Acts 1931, ch. 441, § 1, which has been included in this subsection due to its subject matter.~~

(29) *Tax collector, records custodian.*<sup>1</sup> The office of tax collector and records custodian shall be filled by the city administrator, or in the event there be no city administrator, by the mayor. The city administrator or mayor, as the case may be, shall give a separate bond as records custodian, in an amount fixed by the city council, conditioned, to safely keep the records of the municipality, and to account for all monies received by said office as records custodian, and shall give another bond as tax collector of said municipality, the penalty thereof, to be fixed by the city council, which bond shall be conditioned to faithfully account for, and pay over to the proper parties, all monies received by him as tax collector for the municipality; said bond shall be approved by the city council and be entered of record in the minute book of the municipality.

Said officer shall collect all taxes of every kind and character due the municipality, and shall make reports to the city council as directed by it covering the receipt and disbursements of his office, showing the financial condition of the city.

He shall collect all taxes of every kind and character, due the said municipality, and shall make semiannual reports to the city council covering the receipt and disbursements of his office, showing the financial condition of the city. Said recorder and tax collector shall devote his time and attention to the performance of his duties, to the end that said duties shall be properly and efficiently performed. No other business of any kind, either public or private, except that pertaining to the municipality shall be carried on by him in said municipal building.<sup>2</sup>

<sup>1</sup>~~This subsection was added by Priv. Acts 1921, ch. 616, § 3, "at the end of subsection 26" of this section. However, since subsections 27 and 28 had already been added, this subsection is set out herein as subsection 29. The subsection was amended by Priv. Acts 1967, ch. 487, § 4; Priv. Acts 1978, ch. 256, § 1; and Priv. Acts 1984, ch. 214, § 4.~~

<sup>2</sup>~~There is a possibility that this paragraph was intended by Priv. Acts 1984, ch. 214, § 4 to be deleted from subsection (29) along with the other language of subsection 29, deleted and replaced by that Act. However a~~

~~review of the entire history of Section 5, subsection (29) shows that the last paragraph is still part of subsection (29).~~

- (30) ~~LEFT BLANK INTENTIONALLY~~~~[The provisions set forth in this unofficial subsection were repealed by Priv. Acts 1980, ch. 196, § 1]~~

- (31) ~~Payment of salaries of city officers.~~ The salaries of all officers of the municipality, whether herein provided for to be elected by the qualified voters of the municipality, or otherwise, shall be payable monthly, at the end of each month. ~~LEFT BLANK INTENTIONALLY~~

~~Note(s)—This subsection was added by Priv. Acts 1921, ch. 616, § 6, without a number. It is set out herein as subsection 31.~~

- (32) ~~Railroads—Construction of bridges. Overpasses, etc.~~ To require and compel any steam railroad company operating within the corporate limits and crossing with its lines any of the streets of the city, to build, construct and maintain all necessary bridges, viaducts and passes over and under the tracks of the said steam railroad, wherever said track or tracks cross the public streets and thoroughfares of the city, when in the judgment of the legislative body of said city, such bridge, viaduct or underpass should be built or constructed for the preservation and protection of the public using such streets and thoroughfares. The entire cost of so constructing such bridge, viaduct or underpass, together with the proper and necessary approaches thereto, shall be borne and paid one half by the persons, firm or corporation owning and maintaining and operating such steam railroad, and one half by the city. ~~LEFT BLANK INTENTIONALLY~~

~~Note(s)—This subsection was added to the Charter by Priv. Acts 1925, ch. 598, § 2, without a number. It is set out herein as subsection 32.~~

- (33) ~~Same—Watchmen or signals at crossings.~~ To require and compel any steam railroad company operating within said city and crossing with its lines any of the streets of the city, to, at its own cost and expense, erect gates, or place and maintain watchmen, or install other proper and necessary warning signals at said railroad crossing, when in the judgment of the legislative body of said city such gates, watchmen or other warning signals should be built or constructed or established for the preservation and protection of the public using such streets and thoroughfares. ~~LEFT BLANK INTENTIONALLY~~

~~Note(s)—This subsection was added to the Charter by Priv. Acts 1925, ch. 598, § 2 without a number. It is set out herein as subsection 33.~~

- (34) ~~Parking spaces for vehicles for hire, emergency vehicles and merchants' vehicles.~~ It shall have power, in regulating the use of the streets of said City, to, by ordinance, designate and set apart parking space for taxicabs and other automobiles or vehicles used for hire; ambulances, automobiles, trucks or other vehicles of the police and fire departments, of said municipality, as well as trucks and vehicles used by merchants, and regulate the use thereof for certain specific purposes, for which use, in the discretion of the council, it may charge a reasonable fee.

~~Note(s)—This subsection was added to the Charter by Priv. Acts 1929, ch. 581, § 3, without a number. It is set out herein as subsection 34.~~

(Priv. Acts 1915, ch. 84, §§ 1, 2, 4; Priv. Acts 1917, ch. 543, § 2; Priv. Acts 1921, ch. 616, §§ 1, 2, 3, 5, 6; Priv. Acts 1925, ch. 598, §§ 1, 2; Priv. Acts 1927, ch. 792; Priv. Acts 1929, ch. 581, §§ 1, 2, 3; Priv. Acts 1929, ch. 718, § 1; Priv. Acts 1931, ch. 158, § 1; Priv. Acts 1931, ch. 296, §1; Priv. Acts 1935, ch. 24, § 2; Priv. Acts 1947, ch. 206, §§ 3, 4; Priv. Acts 1949, ch. 297, § 1; and Priv. Acts 1949 ch. 298, § 1; Priv. Acts 1953, ch. 72, § 1; Priv. Acts 1953, ch. 73, § 1; Priv. Acts 1953, ch. 74, § 1; Priv. Acts 1953, ch. 565, § 1; Priv. Acts 1959, ch. 247, § 1; Priv. Acts 1965, ch. 283, § 1; Priv. Acts 1967, ch. 487, §§ 1, 3, 4; Priv. Acts 1972, ch. 207, § 2; Priv. Acts 1977, ch. 7, § 1; Priv. Acts 1978, ch. 256, § 1; and Priv. Acts 1984, ch. 214, § 3)



## **Sec. 6. ~~Workhouse; working of city prisoners.~~ LEFT BLANK INTENTIONALLY**

~~The city council shall have power to erect and organize a workhouse within said corporation; and any person who shall fail or neglect to pay any fine or costs imposed upon him by any ordinance of the city, shall be committed to the workhouse until such fine and costs be fully paid, but said. City council shall have, and is hereby vested with the power, if it so desires or deems it for the best interest of the municipality, to contract with the sheriff or workhouse commissioners or other proper authorities of Hamblen County, for the keeping of the corporation prisoners, and for working them on the public roads of the county or otherwise, as may be determined and agreed. Every person committed to the workhouse or other place of confinement, as provided by this act, shall be required to work for the city or for its benefit at such labor as his or her health and strength will permit within or without said workhouse, or other place of confinement, not exceeding ten hours per day, and for such work and labor the person employed shall be allowed, exclusive of his board, a credit of forty cents per day upon such fine and costs until the whole is discharged, when he or she shall be released.~~

~~Provided, that where corporation prisoners desire to work out their fine and costs and board themselves, and give bond with security for their appearance from day to day to work out their said fine and costs, they shall be allowed to do so, and shall be allowed a credit on their said fine and costs of sixty cents per day, when they so board themselves.~~

~~(Priv. Acts 1967, ch. 487, § 1)~~

## **Sec. 7. Authority to fix due-date of taxes and penalties for nonpayment of same.**

Said city council is hereby empowered to fix by ordinance the time when taxes for municipal purposes shall be levied and assessed, when same shall be due and payable, the manner in which same shall be assessed and collected, and provide for interest and penalties on same for nonpayment when due.

(Priv. Acts 1967, ch. 487, § 1)

## **Sec. 8. ~~Sidewalks—Authority to compel property owners~~ ~~to construct and repair.~~ LEFT BLANK INTENTIONALLY**

~~Said council of the City of Morristown is hereby empowered by ordinance to compel owners of real estate fronting on, contiguous to, or bounded by any street or streets of said city to lay, and, when lain, to keep in repair, and to repair pavements already lain along such street or streets, so as to establish, maintain, and keep in repair sidewalks or pavements along the streets of said city; and said city council is hereby empowered by ordinance to prescribe the materials out of which said sidewalks shall be constructed, or with which same shall be repaired, in the different parts of city, and are empowered to prescribe the manner and details of construction and repair, respectively.~~

~~(Acts 1907, ch. 203, § 1; Priv. Acts 1967, ch. 487, § 1)~~

~~Note(s)—For further provisions relative to sidewalks, see § 5(7), (24) of this Charter.~~

## **Sec. 9. ~~Same—Authority of city to construct and repair~~ ~~when property owner fails to do so.~~ LEFT BLANK INTENTIONALLY**

~~Upon failure of any such property holder, as is designated or contemplated in the foregoing section, to comply with such ordinance or ordinances as said city council is empowered to pass under same, said city council may, by ordinance, provide for notice to be given such real estate or property owner, requiring such sidewalks or~~

~~pavements to be laid or repaired within such time as may be prescribed by ordinance, and if such property owner or holder fails to comply with same within the time prescribed by ordinance and notice, then said city council may lay or cause to be laid, repair or cause to be repaired, such pavement or sidewalk, and charge the expense of same to such property owner or holder, which shall be a lien upon such property, which may be enforced as may be provided by ordinance, and notice to the occupant of such property or to any agent having control of same shall be deemed sufficient notice to such property owner or holder.~~

~~(Priv. Acts 1967, ch. 487, § 1)~~

## **Sec. 10. Original mayor and aldermen.**

From the date of the passage of this Act, until the first Monday in January, 1905, the city council of said City of Morristown, shall be and consist of Ed. M. Grant, Mayor; John A. Rhea, E. J. Bettis, W. S. Myers, John B. McCord, J. W. Richardson and M. A. Goodson, Aldermen, or any successors that may be elected under the provisions of this Act, to fill any vacancies that may occur in said board by reason of the death, resignation or removal of any one or more of said mayor or aldermen.

Provided, also, that said city council above designated, shall remain in office until their successors are duly elected and installed.

(Priv. Acts 1967, ch. 487, § 1)

## **Sec. 11. Collection of delinquent taxes, fines, etc., owed to prior corporation.**

All past due and uncollected taxes, levied and assessed by board of mayor and aldermen of the late corporation of Morristown, or their legally authorized agents and officers, and all fines, penalties and other assets of said former corporation, are hereby declared to be the property of the municipality hereby created, and shall be collected by the city council of the municipality hereby created by their officers and agents, and applied to the use and benefit of said municipality under the ordinances and orders of said city council.

(Priv. Acts 1967, ch. 487, § 1)

## **Sec. 12. Date of assessment of property: levy of taxes.**

Said city council may cause an assessment of the property and polls within said municipality to be made as of January 10, 1903, and may levy such tax thereon as they may deem necessary for the purpose of sustaining the interests of said municipality. [As amended by Priv. Acts 1967, ch. 487, § 1]

## **Sec. 13. Boundaries of city.<sup>3</sup>**

The corporate limits of said city shall be as follows:

<sup>3</sup>Note(s) — The boundaries as herein set out have been extended by the following annexation ordinances: 2288, 2289, 2290, 2293, 2294, 2295, 2296, 2299, 2305, 2306, 2307, 2308, 2309, 2313, 2318, 2328, 2329, 2330, 2331, 2338, 2358, 2373, 2374, 2382, 2409, 2410, 2418, 2419, 2439, 2443, 2444, 2445, 2446, 2481, 2482, 2512, 2567, 2609, 2628, 2653, 2681, 2682, 2683, 2684, 2690, 2704, 2705, 2477, 2717, 2722, 2723, 2725, 2726, 2732, 2733, 2740, 2744, 2745, 2848, 2850, 2855, 2866, 2867, 2879, 2881, 2884, 2894, 2914, 2916, 2917, 2918, 2919, 2920, 2921, 2922, 2923, 2924, 2925, 2926, 2927, 2928, 2929, 2930, 2931, 2932, 2933, 2934, 2935, 2936, 2937, 2938, 2939, 2940, 2941, 2942, 2943, 2944, 2945, 2951, 2955, 2966, 2968, 2972, 2979, 2980, 2991, 2992, 2995, 2996, 2997, 3045, 3046, 3049, 3050, 3057, 3058, 3059, 3060, 3061, 3062,

Beginning at a point in the eastern margin of the Economy Road where it intersects with the northern margin of U. S. Highway 11-E, said point of beginning being between the properties of W. J. Keith and W. C. Pettigrew; thence with the eastern margin of said Economy Road, north 3 degrees 52 minutes east 337.9 feet to a stake at Keith's northwestern corner; thence still with the eastern margin of said road, north 4 degrees 34 minutes east 440.2 feet; north 7 degrees 40 minutes east 207.4 feet; north 4 degrees 53 minutes west 98.3 feet; north 27 degrees 52 minutes west 521 feet to a stake in the eastern margin of the said Economy Road at the point where the same turns westwardly; thence north 29 degrees 34 minutes east 1217.9 feet to an iron pin at the extreme northwest corner of the Lyn-Mar Hills Subdivision; thence with the northern boundary of said Lyn-Mar Hills Subdivision, north 79 degrees 06 minutes east 1183.0 feet to an iron pin at a large oak tree, the northeast corner of said subdivision, and being also in the line of Fairmont Avenue, if projected; thence with said avenue, if projected, south 12 degrees 54 minutes east (passing the northwest corner of Mack Long at 29 feet), running, in all, 408.5 feet to a stake in the southern property line of Mack Long; thence with the said Mack Long's southern property line north 67 degrees 02 minutes east 690.0 feet to a stake on top of the hill; thence north 41 degrees 23 minutes east 1645.2 feet to a stake in the present corporation line where the same corners with John Shipley and W. J. Barron; thence with the present corporation line north 17 degrees 00 minutes west 919.8 feet to a stake; north 35 degrees 00 minutes east 377.7 feet to a stake in the present corporation line in the center of the road west of and near the colored cemetery; thence with the center of said road north 45 degrees 01 minute west 1513.8 feet to a stake at the end of the road in the southern line of the Housley property (Boyd Ewing called in temporary description); thence with Housley's line north 13 degrees 23 minutes east 138.9 feet to a stake; thence with the line of a fence down the west side of a drain and running through the Housley property north 55 degrees 26 minutes west 496.3 feet to a stake by a large black oak; thence north 29 degrees 20 minutes west 295.8 feet to a stake in the southern margin of the Havely Springs Public Road; thence with the southern margin of said road north 9 degrees 27 minutes east 234.7 feet to a stake; thence north 16 degrees 08 minutes east 845.7 feet to a point at the intersection of the southern margin of said Havely Springs Road with the old Long's Ferry or Turley's Mill pike; thence crossing said pike and thence with the projected center line of Algonquin Drive and with the center line of said Drive, south 17 degrees 10 minutes east 520 feet to a stake in the center of same midway between Choctaw Street and Mohawk Street of said Cherokee Hills Addition; thence with the back lot lines between said streets south 68 degrees 30 minutes west 587.8 feet to a stake near the top of the hill; thence running through Cherokee Hills Addition, south 18 degrees 34 minutes east 711.4 feet to a stake 300 feet north of the northern property line of Mrs. Mollie Turley; thence south 56 degrees 21 minutes west 928.5 feet to a stake 500 feet east of U. S. Highway 25-E and 300 feet north of the northern property line of Mrs. Mollie Turley; thence parallel to and 500 feet east of said U. S. Highway 25-E, south 42 degrees 44 minutes east 762.0 feet; south 37 degrees 38 minutes east 265.0 feet; south 31 degrees 25 minutes east 265 feet; south 23 degrees 30 minutes east 295.0 feet; south 9 degrees 45 minutes east 489 feet to a stake 500 feet east of U. S. Highway 25-E; thence due west 446.0 feet to a large elm 54 feet east of said highway at the junction of Old Springvale Road with U. S. Highway 25-E; thence crossing said U. S. Highway 25-E, Turkey Creek, and the Ashville Division of the Southern Railway Company, south 81 degrees 25 minutes west 260 feet to a stake in the western right of way line of said Southern Railway Company; thence with said western right of way of said railway north 15 degrees 28 minutes west 260.0 feet; north 30 degrees 00 minutes west 295.0 feet; north 44 degrees 10 minutes west 299.0 feet; north 47 degrees 15 minutes west 452 feet; thence still with said right of way north 40 degrees 47 minutes west 301. feet; north 45 degrees 19 minutes west

~~3070, 3074, 3077, 3079, 3090, 3096, 3098, 3109, 3110, 3111, 3120, 3125, 3126, 3130, 3131, 3138, 3133, 3134, 3136, 3137, 3142, 3143, 3144, 3156, 3174, 3175, 3180, 3183, 3184, 3185, 3186, 3187, 3188, 3195, 3201, 3207, 3208, 3216, 3217, 3218, 3225, 3228, 3229, 3230, 3233, 3235, 3240, 3241, 3246, 3249, 3260, 3262, 3263, 3270, 3271, 3272, 3273, 3274, 3275, 3276, 3277, 3278, 3279, 3286, 3287, 3289, 3290, 3291, 3296, 3304, 3308, 3309, 3310, 3311, 3323, 3334, 3336, 3346, 3347, 3348, 3349, 3353, 3354, 3405, 3409, 3422 and 3423.~~

367.0 feet to a stake in the west right of way line of said Southern Railway Company at the Cold Springs Lane; thence leaving said right of way south 56 degrees 45 minutes west 1684.0 feet to a stake in the eastern boundary line of the Walter Brown property (said stake witnessed by a 14-inch locust tree which bears south 54 degrees 45 minutes west 51 feet); thence with said Walter Brown's property line north 41 degrees 30 minutes west 850.0 feet to a stake, corner of said Brown; thence north 87 degrees 30 minutes west 614.0 feet to a stake, corner of said Brown; thence north 87 degrees 00 minutes west 807.0 feet to a large poplar tree, corner to said Walter Brown, and situated in the southern edge of Linnie Avenue at the entrance of the lane leading to the home of said Walter Brown; thence with the southern edge of said Linnie Avenue, south 68 degrees 45 minutes west 801.0 feet to a point in the center of Sulphur Springs Road; thence south 44 degrees 27 minutes west 2787.7 feet to a stake in the center of Fairmont Avenue as extended, with the Jernigan Cemetery Road; thence with the northern side of said Jernigan Cemetery Road; south 89 degrees 30 minutes west 505.5 feet to a stake in the eastern edge of Valley Home Road or Old Dandridge Pike; thence north 40 degrees 30 minutes west 3859.0 feet to a stake in the eastern margin of the Economy Road in the south right of way line of the Knoxville Division of the Southern Railway Company; thence with the eastern margin of said Economy Road and crossing said Southern Railway and U. S. Highway 11-E, north 3 degrees 52 minutes east 1119.0 feet to the place of beginning.

Also, that property situated in the Fifth Civil District of Hamblen County, Tennessee, and more particularly described as follows:

Beginning at a stake in the eastern line of the Walter Brown property (said stake witnessed by a 14-inch locust tree which bears south 54 degrees 45 minutes west 51 feet); thence with said Walter Brown's property line north 41 degrees 30 minutes west 850 feet to a stake, corner to said Brown; thence north 87 degrees 30 minutes west 614 feet to a stake, corner to said Brown; thence north 87 degrees 00 minutes west 807 feet to a large poplar tree, corner to said Walter Brown and situated in the southern edge of Linnie Avenue at the entrance of the lane leading to the home of said Walter Brown; thence with the southern edge of said Linnie Avenue south 68 degrees 45 minutes west 801 feet to a point in the center of Sulphur Springs Road; thence leaving the present corporation line and running with the center of said Sulphur Springs Road and said Walter Brown's line south 24 degrees 30 minutes 1297 feet to a point in the center of said road; thence south 20 degrees 00 minutes east 221 feet to a point in the center of said road west of a large oak tree; thence running across said Walter Brown's farm north 65 degrees 00 minutes east 2285 feet to the place beginning. This survey embraces about seventy acres of land belonging to Walter Brown.

The boundaries as herein set out have been extended by the following annexation ordinances: 2288, 2289, 2290, 2293, 2294, 2295, 2296, 2299, 2305, 2306, 2307, 2308, 2309, 2313, 2318, 2328, 2329, 2330, 2331, 2338, 2358, 2373, 2374, 2382, 2409, 2410, 2418, 2419, 2439, 2443, 2444, 2445, 2446, 2481, 2482, 2512, 2567, 2609, 2628, 2653, 2681, 2682, 2683, 2684, 2690, 2704, 2705, 2477, 2717, 2722, 2723, 2725, 2726, 2732, 2733, 2740, 2744, 2745, 2848, 2850, 2855, 2866, 2867, 2879, 2881, 2884, 2894, 2914, 2916, 2917, 2918, 2919, 2920, 2921, 2922, 2923, 2924, 2925, 2926, 2927, 2928, 2929, 2930, 2931, 2932, 2933, 2934, 2935, 2936, 2937, 2938, 2939, 2940, 2941, 2942, 2943, 2944, 2945, 2951, 2955, 2966, 2968, 2972, 2979, 2980, 2991, 2992, 2995, 2996, 2997, 3045, 3046, 3049, 3050, 3057, 3058, 3059, 3060, 3061, 3062, 3070, 3074, 3077, 3079, 3090, 3096, 3098, 3109, 3110, 3111, 3120, 3125, 3126, 3130, 3131, 3138, 3133, 3134, 3136, 3137, 3142, 3143, 3144, 3156, 3174, 3175, 3180, 3183, 3184, 3185, 3186, 3187, 3188, 3195, 3201, 3207, 3208, 3216, 3217, 3218, 3225, 3228, 3229, 3230, 3233, 3235, 3240, 3241, 3246, 3249, 3260, 3262, 3263, 3270, 3271, 3272, 3273, 3274, 3275, 3276, 3277, 3278, 3279, 3286, 3287, 3289, 3290, 3291, 3296, 3304, 3308, 3309, 3310, 3311, 3323, 3334, 3336, 3346, 3347, 3348, 3349, 3353, 3354, 3405, 3409, 3422 and 3423.

(Priv. Acts 1903, ch. 506, § 1; Priv. Acts 1909, ch. 314, § 1; Priv. Acts 1917, ch. 543, § 1; Priv. Acts 1947, ch. 689, § 1; Priv. Acts 1949, ch 298, § 2; Priv. Acts 1951, ch. 473, § 1; and Priv. Acts 1967, ch. 487, § 1)

#### **Sec. 14. Debts and liabilities of former corporation.**

All and singular of the debts and liabilities of the former corporation of Morristown, Tennessee, whether evidenced by bonds, warrants or otherwise, are hereby declared to be valid and subsisting debts of the corporation of Morristown, created by this Act; and shall be provided for and paid according to the provisions of the laws and ordinances providing for the creation of such debts, and the city council herein provided for shall have full power and authority to carry out the provisions of this section.

(Priv. Acts 1967, ch. 487, § 1)

#### **Sec. 15. Continuation of ordinances and resolutions.**

All ordinances and resolutions of the former corporation of Morristown which were in force at the date of the abolishing of the charter of said former corporation are hereby declared to be in full force and effect as the ordinances and resolutions of the corporation created by this Act, until such time as the same shall be repealed, altered or modified by the authority of the city council of the corporation created by this Act.

(Priv. Acts 1967, ch. 487, § 1)

#### **Sec. 16. Continuation of former officers.**

The officers and agents of the former corporation of Morristown are hereby declared to be officers and agents of the corporation created by this Act, until such time as they may be discharged or superseded by authority of the city council appointed by this Act.

(Priv. Acts 1967, ch. 487, § 1)

#### **Sec. 17. Transfer of property of former corporation.**

All property, both real, personal and mixed, belonging to the late corporation of Morristown, is hereby declared to be the property of the corporation created by this Act.

#### **Sec. 18. Codification of ordinances—Required every five years: admissibility as evidence.**

There shall be prepared and published by the city council a digest or codification of all ordinances and resolutions of a public nature thereof every five years. Said digest or codification, when so published, shall show that it is published by authority of the corporate authorities, and it shall be received and read in all the courts of the state as evidence of the ordinances, resolutions and facts pertaining to the municipality and contained therein.

(Priv. Acts 1967, ch. 487, § 1)

#### **Sec. 19. Same—Continuation of former Code.**

The last and present digest or codification of the ordinances and resolutions of a public nature of said municipality and published by the authority of the city council, are hereby declared to be the laws and ordinances of said city upon the matters touched upon therein, excepting such as have been repealed, altered or amended, since the publication thereof, and as such shall be received and read in evidence in all the courts of the state.

(Priv. Acts 1967, ch. 487, § 1)

~~Note(s)—The Code referred to by this section was the Code in effect at the time of the adoption of this Charter in 1903.~~

## **~~Sec. 20. Acts saved from repeal.~~**

~~Nothing in this act shall be construed to repeal any of the Acts of the General Assembly of the State of Tennessee in force at the time of the repeal of the former Charter of incorporation of Morristown, which related to the waterworks and electric light plants or systems of said former corporation, but the same with all their provisions are hereby declared to be in full force and effect and shall apply to the corporation of Morristown created by this Act.~~

## **~~Sec. 20A. Electric light and waterworks system~~Municipal Utility Extension.**

Said municipality, "The City of Morristown", and/or the Morristown Utilities Commission, be, and hereby is given the power of eminent domain according to the law of the land and the laws and statutes of the State of Tennessee relative thereto, with full power, in accordance therewith, to condemn, for all municipal and corporate purposes, both within and outside the municipal boundaries, lands, and easements, including right of way for ~~municipally-city- or commission-~~owned ~~electric light and waterworks~~utility systems, ~~either or both, including but not limited to~~ grounds and sites for pumping stations and for the manufacture of electricity and for the manufacture and transmission of electricity either or both; water sites, springs, lands and grounds for the erection of all necessary plants for said purposes; also all necessary grounds and rights of way to and from streams, for water and manufacture of electric power, either or both; to erect, dig or prepare reservoirs for water; to build, enlarge and improve light and power stations alone or in connection with the waterworks system; to build, enlarge, or improve sewerage collection systems, pumping and treatment plants and facilities; and also, through itself, or its electric light and waterworks commissioners, according to existing laws, sell water and manufacture, transmit and sell electricity for all water, electric power and light purposes; to sell sewerage treatment services, and/or to provide telecommunications service purposes. to patrons and purchasers thereof within and without the municipality.

For all the foregoing purposes and agreeable to the laws of the land and the statutes applicable thereto, the power of eminent domain is conferred upon said municipality.

(Priv. Acts 1925, ch. 23, § 1; Priv. Acts 1967, ch. 487, § 1)

## **~~Sec. 21. Effective date; authority to extend water and light facilities.~~**

~~This Act shall take effect from and after May 1, 1903, at 12 o'clock Noon, the public welfare requiring it.~~

~~The water and light commissioners of said city shall have the right, and are hereby given the authority, to extend the water and light facilities of the municipality beyond the corporate limits of the city to such points, and to such distances as, in the discretion of said commissioners, may be necessary and proper for the welfare, growth, and prosperity of the city, and to this end said water and light commissioners, and said municipal corporation are given the right and authority to acquire by purchase, or eminent domain proceedings, such land, right of way, or easements, as shall be necessary for the accomplishment of such extension; provided, no such extension shall be made until the city council has, by a majority vote, approved and ratified the plan of said commissioners to make said extension.~~

~~(Priv. Acts 1947, ch. 206, § 2; and Priv. Acts 1967, ch. 487, § 1)~~

~~Passed February 12, 1903~~



Ed T. Seay,  
Speaker of the Senate

L. D. Tyson,  
Speaker of the House of Representatives

Approved March 13, 1903

James B. Frazier,  
Governor

## **~~RELATED PRIVATE LAWS<sup>4</sup>~~**

### ***~~Division A. Zoning<sup>5</sup>~~***

Private Acts 1927, Chapter 446

AN ACT entitled an Act to amend Chapter 103 of the Acts of the General Assembly of the State of Tennessee for the year 1903 entitled "An Act to incorporate the Town of Morristown in Hamblen County, Tennessee."

#### **~~Sec. 1. Location of trades and industries and buildings designed for special uses.~~**

*Be it enacted by the General Assembly of the State of Tennessee.* That Chapter 103 of the Acts of the General Assembly of the State of Tennessee, passed February 12th, 1903, approved March 13th, 1903, entitled, "An Act to incorporate the town of Morristown in Hamblen County, Tennessee," be so amended as to read as follows:

That the board of mayor and aldermen of the Town of Morristown may regulate and restrict by ordinance the location of trades and industries and the location of buildings designed for specified uses, and for said purposes, divide the municipality into districts or zones of such number, shape and area as may be deemed best suited to carry out the purposes of this section.

For each of such districts, regulations may be imposed by ordinance, designating the uses for which buildings may be or may not be erected or altered, and designating the trades and industries that shall be excluded or subjected to special regulations. Such regulations shall be in accordance with a plan, designed to lessen congestion on public streets, to promote the public health, safety, convenience and general welfare, and shall be made with reasonable consideration, among other things, to the character of the district, its peculiar suitability for particular uses, the conservation of property values, and the direction of building development.

<sup>4</sup>Note(s)—The following "related private laws" consist of uncodified Private Laws of Tennessee applicable to Morristown.

<sup>5</sup>Note(s)—This Act purports to amend the Charter of Morristown, but it does not fit within the framework of the Charter; it is thus set out in full at this point.

## **~~Sec. 2. Regulation of height and bulk of buildings and percentage of land to be devoted to open spaces.~~**

~~*Be it further enacted.* That the board of mayor and aldermen may regulate by ordinance and limit the height and bulk of buildings hereafter erected or altered, and regulate and determine the percentage of land area to be devoted to yards, courts and other open spaces, and for said purposes, divide the municipality into districts of such number, shape and area as may be deemed best suited to carry out the purposes of this section. Such regulations shall be uniform for each class of buildings throughout each district, but the regulations in one or more districts may differ from those in other districts. Such regulations shall be designed to lessen congestion on the public streets, to secure safety from fires and other dangers, to promote the public health and welfare, including provisions for adequate light air and convenience of access, and shall be made with reasonable regard to the character of buildings erected in each district, the value of land and the use to which it may be put, to the end that such regulations will promote the public health, safety and welfare, the most desirable use for which the land of each district may be adopted, and tend to conserve the value of buildings and to stabilize the value of land throughout such districts.~~

## **~~Sec. 3. Amendment of zoning ordinance.~~**

~~*Be it further enacted.* That after the final adoption of regulations by ordinance setting out the boundaries of districts or zones and the regulations to be enforced therein, the mayor and aldermen may, from time to time, amend, supplement or change by ordinance the boundaries or regulations so adopted. Notice of the adoption of such amendment, supplement or change in the ordinance shall be given by publishing such notice three times in some daily newspaper of general circulation in such municipality. Such notice shall state the time and place, not earlier than ten days from the last date of publication, at which the mayor and aldermen of the Town of Morristown shall meet to hear remonstrances or protests against the making of such amendment, supplement or change. At the time and place thus appointed, the mayor and aldermen shall meet and all persons whose property will be affected by such amendment, supplement or change, may appear in person or by attorney or by petition, and protest against making of such amendment, supplement or change, and after hearing such protests, if any, said legislative body may confirm, modify, or rescind such ordinance in whole or in part. If, however, a protest against such amendment, supplement or change be presented in writing to city administrator or mayor within ten days from date of last publication, duly signed and acknowledged by the owners of twenty per cent or more of any frontage proposed to be altered, or by the owners of twenty per cent of the frontage immediately in the rear thereof, or by the owners of twenty per cent of the frontage directly opposite the frontage proposed to be altered, such amendment, supplement or change shall not be passed except by a four-fifths vote of the board of mayor and aldermen.~~

~~(Priv. Acts 1984, ch. 214, § 1)~~

## **~~Sec. 4. Nonconforming buildings and uses.~~**

~~*Be it further enacted.* That the lawful use of a building existing at the time of adoption of an ordinance under the provisions of this Act, although such use does not conform to the provisions of such ordinance, may be extended throughout the life of the building, provided no structural alterations except those required by law or ordinance are made therein.~~

~~Where no structural alterations are made in a building of a nonconforming use, such use may be changed to a use of a similar or higher classification, according to the provisions of ordinances and regulations adopted under the authority of this Act.~~

~~The lawful use of a premises existing at the time of adoption of an ordinance under the provisions of this Act, although such use does not conform to the provisions of such ordinance, may be continued; but if such nonconforming use is discontinued, any future use of said premises shall be in conformity with the provisions of ordinances and regulations adopted under the authority this Act.~~

~~Where structural alterations are made in a building of nonconforming use, such building shall be changed in conformity with the provisions of ordinances and regulations adopted under the authority of this Act, for the district in which such building is located. When the boundary line of any such district divides a parcel of ground in common ownership, at the time of the adoption of the ordinance, under the provisions of this Act, nothing herein shall be construed to prevent the extension of the use existing on either portion of such parcel of ground, to the entire parcel but for a distance of not greater than twenty five feet.~~

~~Nothing in this Act shall be taken to prevent the restoration of a building destroyed to the extent of not more than seventy five per cent of its reasonable value, by fire, explosion, an act of God or the public enemy, and the occupancy or use of such building or part thereof, if such use existed at the time of such partial destruction, or the restoration of a wall declared unsafe by the building inspector.~~

### **~~Sec. 5. Severability of Act.~~**

~~*Be it further enacted.* That should any section or provision of this Act be held to be unconstitutional or invalid, the same shall not affect the validity of the Act as a whole or any part thereof, other than the part so held to be unconstitutional.~~

### **~~Sec. 6. Effective date.~~**

~~*Be it further enacted.* That this Act shall take effect from and after its passage, the public welfare requiring it.~~

~~Passed April 14, 1927.~~

~~Approved by Governor April 22, 1927.~~

## ***Division B. Civil Service for Fire and Police Departments<sup>6</sup>***

Private Acts 1955, Chapter 370

~~AN ACT to amend Chapter 103 of the Private Acts of the General Assembly of the State of Tennessee for the year 1903 entitled: "AN ACT to incorporate the City of Morristown in Hamblen County, Tennessee"; and to repeal all Acts or parts of Acts amendatory thereto in conflict herewith, so as to establish for the City of Morristown a merit basis for the appointment of city employees, to create a civil service board and to provide for appointment and removal of members thereof; to prescribe the powers and duties of such board; to authorize the adoption of rules by such board; to provide for classified and unclassified service; to provide means of promotion, suspension, demotion and removal of city employees in the classified service; to authorize the establishment of a pay and hours plan; to provide for penalties for violation hereof; and for other purposes. [As amended by Priv. Acts of 1996, ch. 143, § 10]~~

### **ARTICLE II. Civil Service for Fire and Police Departments**

#### **Sec. 1. Civil service board created: Membership; appointment, term of office, salary, qualifications and removal of members; notice of meetings; quorum.**

- (a) There is hereby created a system of civil service for the City of Morristown. A civil service board, shall consist of three members and shall administer the system of civil service. One (1) member of such board shall be elected by the governing body or the city or Morristown and one (1) member shall be elected by the members of the classified service, i.e., members of the fire department, members of the police department, in a joint election. Such member shall receive a majority of the votes of the members of the classified service. The member selected by the governing body of the City of Morristown and the member selected by majority vote of the classified service shall then select the third member of the Board within ten (10) days after such members' appointment and selection. Provided, that if the two (2) members appointed and selected shall fail to agree relative to the third board member within ten (10) days after their appointment, the governing body of the City of Morristown shall appoint four (4) citizens to meet and confer with four (4) other citizens appointed by the members of the classified service. This joint committee of eight (8) shall meet, within ten (10) days, and appoint a person who shall serve as the third member of the Board.
- (b) The three (3) members of the Board shall serve as board members for a period of three (3) years, or until their successors are appointed and qualified. On or before the expiration of the term of each board member, such board member's successor shall be selected in the same manner as the prior selection of such board member whose term is expiring.
- (c) ~~Per diem payment to Board members for attendance at Board meetings or other means of compensating service may be authorized and changed by ordinance of the City Council. The members of the Board shall receive the sum of twenty-five dollars (\$25) per diem for attendance at sessions of the Board. Such sum may be increased or decreased by the city council, in a manner that does not change the per diem amount during~~

<sup>6</sup>Note(s)—~~This Act purports to amend the Charter of Morristown, but it does not fit within the framework of the Charter; it is thus set out in full at this point.~~

~~the term of any affected board member. Such per diem amounts shall be paid out of the general fund of the City of Morristown.~~ No person shall be appointed a member of such board who is not a citizen of the United States, a resident of the City of Morristown, Tennessee, for at least one (1) year immediately preceding such appointment, and a registered voter of Hamblen County. No member of the classified service or any council member of the City of Morristown, may be a member of the Board.

- (d) Any member of the Board may be removed from office by the governing body of Morristown for incompetency, dereliction of duty, malfeasance in office or upon conviction of any crime involving moral turpitude. Provided, however, that no member of the Board shall be removed until written charges shall have been made, with due notice, and a full public hearing shall have been conducted before the governing body of the City of Morristown.
- (e) The members of the Board shall devote adequate time and attention to the performance of the duties of the Board. Two (2) members of the Board shall be sufficient for the decision of all matters and the transaction of all business to be decided or transacted by the Board under and by virtue of the provisions of the act.
- (f) Provided, however, that due notice of all meetings shall be given so that all three (3) board members may have an opportunity to be present. ~~Provided, further, that the Board shall transact no business and make no decisions until and except while all three (3) board members shall have taken office and remain qualified to act.~~ Confirmation of original or succeeding board members by the legislature shall not be required.

(Priv. Acts of 1967, ch. 487, § 1; Priv. Acts of 1994, ch. 143, § 1)

## **Sec. 2. Persons subject to civil service.**

The provisions of this act shall apply to (a) all full-time law enforcement officers certified as such by the Peace Officers Standards and Training Commission and (b) all full-time fire department personnel holding the classification of firefighter driver, inspector, lieutenant, captain, battalion chief, and assistant or deputy chief in the City of Morristown. The chiefs of the police and fire departments may be hired directly by the city governing body without approval of the Civil Service board. The chiefs shall not be members of the classified service except to the extent that a two-thirds (2/3) vote of the governing body shall be required to dismiss, suspend or demote the chief of either department, which action shall not be reviewable by the Board. All such persons shall be known as the classified service. All other city employees shall be known as the unclassified or civilian service.

(Priv. Acts of 1967, ch. 487 § 1; Priv. Acts of 1994, ch. 143, § 2)

## **Sec. 3. Appointments and promotions.**

All future appointments to and promotions in such departments, except as otherwise provided in this act, shall be made on the basis of filling the position with the best qualified candidate, using the following methods:

Subject to the standards set forth in this act, the city governing body shall meet with the Board and formulate minimum requirements and weighted selection criteria for each position in the classified service. As soon as possible, but in no event later than sixty (60) days after the passage of this act, the city and the Board shall jointly adopt minimum requirements and weighted selection criteria, the latter of which shall include percentage allocations for at least the following: Seniority, experience, training, testing, education, record of conduct and recommendations of the chiefs of the respective departments. If the city governing body and the Board are unable to agree upon such minimum requirements and weighted selection criteria, the city administrator, chairman of the civil service board and a person designated by the director of the municipal technical advisory service shall adopt such requirements and criteria by affirmative vote of two (2) of the three (3) persons so designated, and certify such vote in writing to the city and board. Such requirements and selection criteria shall immediately become effective. Standards, when set, shall remain in effect until altered by joint action of the city and board. After the

enunciation of such standards, a roster shall be kept by the board of all full-time personnel in the classified service indicating what job classifications within each respective departments such personnel are eligible to fill. A roster shall also be kept on all applicants to become members of the classified service with appropriate indication of what job classifications such applicants are eligible to fill.

After the enunciation of such standards, no vacancy shall be filled except by a person on the roster of persons having the requisite qualifications to fill such vacancy.

If any vacancy shall occur within any branch of the classified service, the governing body shall only award the position to the individual on the roster determined to be best qualified from among those in such position on the relative roster as described in Section 10, herein. ~~the vacancy shall be offered first to that member of the such branch qualified on the roster who shall be the best qualified.~~ In determining who is best qualified, the city governing body shall consider seniority, experience, training, testing, education, record of conduct, and recommendations of the chiefs of the respective departments. No person shall be reinstated in, or transferred, suspended or discharged from any place, position or employment in the classified service contrary to the provisions of this act.

(Priv. Acts of 1967, ch. 487, § 1; Priv. Acts of 1994, ch. 143, § 3)

#### **Sec. 4. Functions and duties of civil service board; officers of board; meetings of board.**

*Be it further enacted.* The board shall organize by forthwith electing one of its members as chairman and shall hold regular meetings at least once a month, and such additional meetings as may be required for the proper discharge of its duties, ~~not to exceed three days in any one month.~~

The board shall appoint a secretary who shall keep its records, preserve all reports made to it, superintend and keep a record of all examinations and perform such other duties as the board may prescribe.

It shall be the duty of the board:

- (a) To make suitable rules and regulations not inconsistent with the provisions of this Act. Such rules and regulations shall provide in detail the manner in which examinations may be held and appointments, promotions, transfers, demotions, reinstatements, suspensions and discharges shall be made, and may also provide for any other matters connected with the general subject of personnel administration; such rules and regulations shall include the methods used in determining the standard for each job classification in the classified service. These rules and regulations may be changed from time to time by the board and shall be printed or ~~mimeographed for free public distribution~~ otherwise made publicly available.
- (b) The rules and regulations shall include provisions so that seniority may not be lost by any person holding a position in the classified service, if such person leaves the classified service to enter the military service of the United States, provided that such person returns to the classified service within six months following his honorable discharge from such service. In such cases the period of military service shall be included in the period of seniority of such person.
- (c) The board shall make investigations and report upon all matters touching the enforcement and effect of the provisions of this Act, and the rules and regulations prescribed hereunder, inspect all institutions and employment affected by this Act, and ascertain whether the Act and all such rules and regulations are being obeyed. Such investigations shall be made by the board on its own motion and must also be made on petition of any citizen duly verified stating that irregularities or abuses exist, or setting forth in writing the necessity for such investigation. In the course of such investigation, the board shall have the power to administer oaths, subpoena and require the attendance of witnesses, and require the



production of books, papers, documents and accounts appertaining to the investigation. The failure upon the part of any person to comply with such subpoena or demand shall be a violation of this Act and be punishable as such.

- (d) All hearings and investigations before the board shall be governed by this Act and by the rules of practice and procedure to be adopted by the board. The board, or its designated hearing officer, shall not be bound by technical rules of evidence. No formality in any procedure or hearing shall invalidate any order, decision, rule or regulation made or approved by the board; provided, however, that no decision shall be binding unless concurred in by at least two of the board members.
- (e) To hear and determine appeals or complaints relative to the allocation of positions, the determination of job changes, the furnishings of rosters and the position of members of the classified service, and of applicants on such rosters, and such other matters relating to the administration of this Act as may be referred to the board.
- (f) To see that the job classifications, the standard for filling said classifications and the roster of eligible appointees for each classification are kept continuously up to date, and posted in the respective departments of the classified service. Said rosters shall show name, rank and number in their proper order by reason of seniority established by continuous service in the respective departments according to the scoring mechanism established for eligible appointees to each job classification. Terms of leaves of absence granted by the board hereby created upon recommendation of the chief of each department shall not forfeit the rights of the member granted leave under this Act nor be charged against such member in his order of seniority.
- (g) To make provisions that men laid off because of curtailment of expenditures, reduction in force, and for like causes, shall be the last man, or men, including probationers, that have been appointed to the respective department of the classified service. Rules and regulations shall provide that men so laid off shall be reinstated before any new appointments to said department shall be made.
- (h) To keep the appointing authority notified of the person highest on each eligible list for appointment to each vacancy that may occur.
- (i) To keep such records as maybe necessary for the proper administration of this Act.

(Priv. Acts of 1967, ch. 487, § 1; Priv. Acts of 1994, ch. 143, §§ 4 and 5)

## **Sec. 5. Reserved.**

~~Editor's note(s) — This section was deleted in its entirety by Priv. Acts of 1994, ch. 143, § 6.~~

## **Sec. 6. Qualification of applicants.**

*Be it further enacted*

- (a) *Citizenship.* An applicant for a civil service position of any kind under the classified service must be a citizen of the United States, who can read and write the English language.
- (b) *Character and fitness.* Every applicant for a position in the classified service must, in addition to such minimum standards as are stated by the board, also be of ordinary good health, of good moral character and of temperate and industrious habits; these facts to be ascertained in such manner as the board may deem advisable.

## **Sec. 7. Tenure of office; grounds for demotion, suspension or discharge.**

*Be it further enacted.* The tenure of everyone holding office, place, position or employment under the provisions of this Act shall be for and only during good behavior. Any such person may be removed or discharged, suspended without pay, demoted or reduced in rank, or deprived of vacation privileges or other special privileges for any of the following reasons, but for no other reasons:

- (a) Dishonesty, intemperance, immoral conduct, insubordination, or any other act of omission or commission tending to injure the public service; or any other willful failure on the part of the employee to conduct himself properly; or any willful violation of the provisions of this Act or the rules and regulations to be adopted hereunder.
- (b) Conviction of a felony, or a misdemeanor involving moral turpitude, or a misdemeanor reflecting upon ability to perform public service or one for which a jail sentence is or may be imposed.
- (c) Any other act or failure to act which, in the judgment of the board, is sufficient to show the offender to be an unsuitable and unfit person to be employed in the classified service.

## **Sec. 8. Removal of members from civil service.**

- (a) No person in the classified civil service who shall have been permanently appointed or inducted into civil service under the provisions of this act shall be removed, suspended or discharged except for cause, and only upon the written accusation of the appointing power, or any citizen or taxpayer, a written statement of which accusation shall be served upon the accused, and a duplicate filed with the Board. The chief of the fire department or the chief of the police department may suspend a member of the department pending the confirmation of the suspension by the regular appointing power under this act which must be within twenty-one (21) days. Any person so removed, suspended or discharged may within twenty (20) days from the time of his removal, suspension or discharge file with the Board a written demand for an investigation, whereupon the Board shall conduct such investigation.
- (b) The investigation shall be confined to the determination of whether such removal, suspension or discharge was or was not made for political reasons and was or was not made in good faith for cause. After such investigation, the Board shall deliberate and may affirm the action taken, or if it shall find that the removal or suspension was made for political reasons, or was not made in good faith for cause, shall order the immediate reinstatement or reemployment of such person in the office, place, position or employment from which such person was removed, suspended or discharged, which reinstatement shall, if the Board so provides in its discretion, be retroactive, and entitle such person to pay or compensation from the time of such removal, suspension or discharge. The findings of the Board shall be certified in writing to the appointing power and shall be forthwith enforced by such authority.
- (c) All investigations made by the Board pursuant to this section shall be by public hearing, after reasonable notice to the accused of the time and place of such hearing, at which hearing the accused shall be afforded the opportunity to appear in person with counsel or by counsel and to present a defense. At any such hearing the testimony of all witnesses shall be taken in writing and a record shall be made of all proceedings.

(Priv. Acts of 1996, ch. 143, § 7)

## **Sec. 9. Duty of city officers and employees to assist board.**

- (a) It shall be the duty of ~~the City Administrator to assign sufficient staff~~ ~~all officers and employees~~ of the City of Morristown to carry out the provisions of this act, and such rules and regulations consistent with this act, as may, from time to time be prescribed by the board and to afford the Board, its members and employees, all

reasonable facilities and assistance in the inspection of all books, papers, documents and accounts applying or in any way appertaining to any and all offices, places, positions, papers, documents and accounts relevant to the duties of the board. It shall be the duty of such officers and employees to attend and testify whenever required by the Board or any member thereof.

- (b) The board shall not promulgate any rule or regulation under authority of the act or make any appointments or promotions which are inconsistent with any state or federal guidelines or standards, or inconsistent with any rules or regulations of the appropriate accreditation agencies which certify or accredit the police and fire departments of the city pursuant to state or federal law or the standards required of a nongovernmental agency which have been accepted by the city governing body. If a rule or regulation of the Board appears to the city governing body to be inconsistent with such standards, the city shall submit the question to the applicable agency, if any, promulgating such standards for an opinion relative to the apparent inconsistency. Such opinion, if received within ninety (90) days of submission in writing from such agency shall be ~~final and binding upon the city and board~~ the basis upon which the board and/or the governing body shall amend said rules or regulations in order to comply. Otherwise ~~Should such opinion not be provided within ninety (90) days~~, the city governing body, in its sole discretion, shall determine if such rules or regulations are inconsistent with such standards, and in the event such determination is in the affirmative, the rule or regulation shall be void, upon duly adopted resolution of the city.

(Priv. Acts of 1967, ch. 487, § 1; Priv. Acts of 1994, ch. 143, § 8)

## **Sec. 10. Certification of names for vacancies; eligible lists; probationary employment.**

- (a) When a position in the classified service becomes vacant, whether entry level or promotional, the governing body of the City of Morristown shall make requisition upon the board for the names of three (3) persons eligible for appointment. The board shall certify the names of the three (3) persons highest on the eligible list willing to accept employment.
- (b) In the event of two (2) or more promotional vacancies for the same position, two (2) additional names shall be certified for each such additional vacancy.
- (c) Promotional appointees shall serve on probation during the first six (6) months of employment, and may be transferred back to such appointee's former position for good cause by the governing body, in its discretion. Such action shall not be reviewable by the Board. In such event, the employee shall re-qualify for the promotional roster before being eligible for promotion.
- (d) Whenever a requisition is to be made, or whenever a position is held by a temporary appointee and an eligible list for the class of such position exists, the governing body shall appoint a person from among the persons so certified for such position.
- (e) Notwithstanding any provision of the Civil Service Act to the contrary, the chiefs of the respective departments, with the approval of the governing body, shall be empowered, upon proper certification by the board of the eligibility of a new (non-classified service) applicant for a position in the classified service, to appoint such person to such position for a period of six (6) months plus the required time for formal entry level training as defined by departmental policy, but not to exceed a total of fourteen (14) months, during which time the applicant shall be on probation and subject to removal for just cause shown at any time during the probationary period. If the governing body in its discretion deems such person on probation unfit and unsatisfactory for such position, such person on probation may be dismissed. Any action taken by such governing body with respect to the dismissed applicant or probationer shall not be reviewable by the Board. In the event of dismissal of such applicant or probationer for reasons satisfactory to the governing body of the city of Morristown, the board shall again certify the names of the persons on the eligible list as the same shall appear from the records of the board. Notwithstanding the foregoing, a departmental chief may

request and the civil service board may grant, at its sole discretion, an extension of the probationary period of up to sixty (60) additional days.

- (f) The chiefs of the respective departments may make lateral assignments of personnel. A lateral assignment shall be an assignment which is not accompanied by changes in wages, clothing allowance, vacation accrual, sick leave accrual or incentive pay.

(Priv. Acts of 1967, ch. 487, § 1; Priv. Acts 1994, ch. 143, § 9; Priv. Acts 2004, ch. 78)

### **Sec. 11. Leave of absence without pay.**

*Be it further enacted.* Leave of absence, without pay, may be granted by the board upon the recommendation of the chief of the fire department or the chief of the police department, and the board shall give notice of such leave of absence to the governing body. All temporary employment caused by leaves of absence shall be made from the eligible list of classified civil service of the department concerned.

### **Sec. 12. False marking, grading, etc., of examinations, etc., prohibited.**

*Be it further enacted.* No board member or any other person, shall, by himself, or in cooperation with one or more persons, defeat or deceive any person in respect of his right of examination or registration according to the rules and regulations of this Act, or falsely mark, grade, estimate or report upon the examination or proper standing of any person examined, registered or certified pursuant to the provisions of this Act or aid in so doing, or make any false representation concerning the same or concerning the person examined, or furnish any person any special or secret information for the purpose of improving or injuring the prospects or chances of any person so examined, registered or certified, or persuade any other person, or permit or aid in any manner any person to personate any other person, in connection with any examination or registration or application or request to be examined or registered.

### **Sec. 13. Political activities; prohibited; religious and political discrimination prohibited.**

*Be it further enacted.*

- (a) No person shall be appointed or promoted to, or demoted or dismissed from, any position in the classified service, or in any way favored or discriminated against with respect to the employment in the classified service because of his political or religious opinions, but all employees must take an oath to support the Constitution of the United States.
- (b) No person shall seek or attempt to use any political endorsement in connection with any appointment to a position in the classified service.
- (c) No person shall use or promise to use, directly or indirectly, any political or official authority or influence, whether possessed or anticipated, to secure or attempt to secure for any person an appointment or advantage in appointment to a position in the classified service or an increase in pay or other advantages in employment in any such position either for the purpose of influencing the vote of political action of any person, or for any consideration, or otherwise.
- (d) It shall be the duty of the board to supervise the execution of the foregoing civil service provisions of this Act and the rules made thereunder, and it shall be the duty of all persons under the provisions of this Act and in the service of the police and fire departments to comply with such rules and to aid in their endorsement.

#### **Sec. 14. ~~Board may obtain assistance.~~ LEFT BLANK INTENTIONALLY**

~~*Be it further enacted.* The board shall be authorized to employ such clerical or administrative help as is necessary in carrying out the duties assigned to it, and shall also be authorized to retain legal counsel and engage actuarial experts to the extent necessary in carrying out the functions assigned to the board.~~

#### **Sec. 15. Compliance with Act.**

*Be it further enacted.* The failure on the part of the board, or any member thereof or on the part of the governing body of the City of Morristown, or any member thereof, to comply with the terms of this Act shall be considered a violation of this Act and shall be punishable as such.

(Priv. Acts of 1967, ch. 487, § 1)

#### **Sec. 16. City to furnish board with accommodations and equipment; employment or clerical, administrative, etc., assistance.**

*Be it further enacted.* The governing body of the City of Morristown shall provide the board with suitable and convenient rooms and accommodations and cause the same to be furnished, heated and lighted and supplied with all office supplies and equipment necessary to carry on the business of the board and shall either provide directly or provide the funds for the payment of such necessary clerical, administrative, actuarial and legal assistance as may be employed by the board. Said accommodations, equipment, employment, or other assistance shall be requested of the City Administrator, who shall facilitate the same with available resources or through additional allocation requested to the governing body under the provision of section 14 of this Act; and the failure on the part of the governing body to do so shall be considered a violation of the Act and shall be punishable as such.

(Priv. Acts of 1967, ch. 487, § 1)

#### **Sec. 17. Appropriations by city council; appointment of original board.**

*Be it further enacted.* The governing body of the City of Morristown shall have authority to appropriate from the general funds of said city a sum sufficient to carry out the purposes of this Act, and shall make such appropriation. Within thirty days after the effective date of this Act, it shall be the duty of the governing body of the City of Morristown, subject to the provisions of this Act, to appoint and create the board, as provided in section 1 hereof, and the failure upon the part of said governing body, or any member of it so to do, shall be deemed a violation of this Act and shall be punishable as such. ~~[As amended by Priv. Acts of 1967, ch. 487, § 1]~~

#### **Sec. 18. Organization of original board.**

*Be it further enacted.* It shall be the duty of the board appointed subject to the provisions of this Act to organize immediately and to see that the provisions thereof are carried into effect, and to make suitable rules and regulations to effect said purposes; and the failure upon the part of said board, or any individual member thereof so to do, shall be deemed a violation of this Act and shall be punishable as such.

#### **Sec. 19. Penalty for violation of Act.**

*Be it further enacted.* Any person who shall willfully violate any of the provisions of this Act shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punishable by a fine of not less than twenty-five, or

more than five hundred dollars, or by imprisonment in the county jail for not longer than eleven months and twenty-nine ~~clays~~ days or by both such fine and confinement in the county jail.

## **Sec. 20. Repeal of conflicting laws.**

*Be it further enacted.* That all laws or parts of laws in conflict with this Act be and the same are hereby repealed.

## **Sec. 21 Severability of Act.**

*Be it further enacted.* That the provisions of this Act are hereby declared to be joint and severable and the invalidating of any section shall not affect the validity of the remaining sections, which shall remain in full force and effect.

## **Sec. 22. Effective date.**

*Be it further enacted.* That this Act shall take effect October 1st, 1955, provided, however, that it shall not be valid, or have any effect until it has been ratified and approved by a two-thirds majority of the governing body of the City of Morristown, after its final passage by the General Assembly. ~~[As amended by Priv. Acts of 1967, ch. 487, §-1]~~

~~Passed March 17, 1955~~

~~Approved by Governor March 21, 1955~~



## **~~Division C. Sewerage System<sup>7</sup>~~**

~~Private Acts 1955, Chapter 371~~

~~AN ACT to amend Chapter 103 of the Published Acts of the General Assembly of the State of Tennessee, for the year 1903, entitled "AN ACT to incorporate the Town of Morristown, in Hamblen County, Tennessee, and all Acts amendatory thereof".~~

### **~~Sec. 1. Charter amended.~~**

~~Be it enacted by the General Assembly of the State of Tennessee.~~ That Chapter 103 of the published Acts of the General Assembly of the State of Tennessee for the year 1903, the title of which is fully set forth in the caption hereof, and all Acts amendatory thereof, be, and the same are, hereby amended so as to confer upon said municipality the powers and authority hereinafter set out.

### **~~Sec. 2. Definitions.~~**

~~Be it further enacted.~~ That the following terms, wherever used or referred to in this Act, shall have the following meaning, unless a different meaning appears from the context:

- ~~(a) — The term "city" shall mean "City of Morristown."~~
- ~~(b) — The term "board" shall mean "the city council of the City of Morristown, Tennessee."~~
- ~~(c) — The term "federal agency" shall include the United States of America, the President of the United States of America, the Reconstruction Finance Corporation, or any other agency, instrumentality or corporation of the United States of America which has heretofore been or may hereafter be designated, created or authorized by or pursuant to any Act of Congress of the United States of America to make allowances or grants to municipalities.~~
- ~~(d) — The term "sewerage system" shall be construed to include all or any part of the following: The collecting system, intercepting and out-fall sewers, pumping facilities and treatment, purification and disposal plants, the disposition of sewage and industrial waste.~~

~~(Priv. Acts of 1967, ch. 487, § 1)~~

### **~~Sec. 3. Powers of city relative to sewerage system generally.~~**

~~Be it further enacted.~~ That the city acting by and through its board, shall have power and is hereby authorized to:

- ~~(a) — Construct, enlarge, expand, repair, maintain and operate a sewerage system partially within or partially without the corporate limits of the city;~~
- ~~(b) — Operate and maintain a sewerage system for its own purposes or for the benefit and use of its inhabitants, and also to operate and maintain such sewerage system for the benefit and use of persons, firms and corporations within the corporate limits of the city, and persons, firms and~~

<sup>7</sup>Note(s) — This Act purports to amend the Charter of Morristown, but it does not fit within the framework of the Charter; it is thus set out in full at this point.

corporations, including municipal corporations, which are situated or whose residence or places of business are situated outside the corporate limits of the city but within Hamblen County, Tennessee, and within a radius of ten miles from the corporate limits of the city.

- (c) — Contract with Hamblen County, Tennessee, for the furnishing of sewerage service to the county or to the inhabitants thereof where, by furnishing such service, the public health of the city will be protected and stream pollution eliminated.
- (d) — Accept from any federal agency or from the State of Tennessee or any agency of said state grants for or aid of the construction of a sewerage system.
- (e) — Contract debts for the construction, repair, replacement, extension, expansion and maintenance of a sewerage system; to borrow money and to issue its bonds to finance such construction, repair, replacement, extension, expansion and maintenance, and to provide for the rights of the holders of the bonds, and to secure the bonds as hereinafter provided.
- (f) — Fix, levy and collect fees, rents, tolls, or other charges for connecting to and for the use of the sewerage system, including the use for industrial waste.
- (g) — Acquire, by purchase or the exercise of the right of eminent domain, any property or easements or other right or interest in property necessary for the construction, reconstruction, extension or enlargement of a sewerage system whether such property be within or without the city or partially within and partially without the city.
- (h) — Make contracts and execute instruments containing such terms, provisions and conditions as in the discretion of the board may be necessary, proper or advisable for the purpose of obtaining a grant, loan or other financial assistance from any federal agency or from the State of Tennessee by virtue of any Act of Congress or Act of the Legislature of Tennessee; to make all contracts and execute all other instruments necessary, proper or advisable in or for the furtherance of the construction of the sewerage system.
- (i) — Enter on any lands, waters and premises for the purpose of making surveys, soundings and examinations in or for the furtherance of the construction of a sewerage system.
- (j) — Require the owner, tenant or occupant of each lot or parcel of land which abuts upon a street or other public way containing a sanitary sewer upon which lot or parcel a building exists for residential, commercial or industrial use to connect such building with such sanitary sewer and to cease to use any other means for the disposal of sewage, sewage waste or other polluting matter.
- (k) — Require the owner, tenant or occupant of each lot or parcel of land who is obligated to pay the charges made for the service furnished by the sewerage system to make a reasonable deposit in advance to insure the payment of such charges.
- (l) — The board may discontinue all services of the system to any owner, tenant, or occupant obligated to pay the charges made for the service furnished by the sewerage system in the event of failing to pay for any services of the system or for any other services rendered by the city, or its agencies, the charges for which other services are collected by the board or its agencies.
- (m) — Contract with the board of electric light and waterworks commission, or other person, firm or corporation: (1) to bill and collect fees, tolls, rents or other charges for the use of the sewerage system, as an added designated item on its water service bills, or otherwise, (2) to discontinue water service to sewer users who fail or refuse to pay sewer service charges, (3) not to accept payment of water service charges from any customer without receiving at the same time payment for any sewer service charges owed by such customer, (4) not to re-establish water service for any customer until such time as all past due sewer service charges owed by such customer have been paid, and (5) to make contracts on behalf of the city with customers desiring sewer service, and to require reasonable deposits as security

for the payment of any charges under such contracts. The board is hereby authorized to perform all acts and discharge all obligations required by the provisions of any such contract. Any such contract may specify the manner of determining the amount of the electric light and waterworks commission's compensation for its services in connection therewith. The compensation for the electric light and waterworks commission's services in connection with sewer charges shall be fixed by the contract in keeping with the following general principles: (1) Such compensation shall be so fixed as to reimburse the electric light and waterworks commission for all expenses in connection therewith, including a fair and equitable portion of all joint expenses incurred by electric light and waterworks commission in handling its work in connection with sewer charges and in connection with other functions of the electric light and waterworks commission. (2) Such work shall be handled by the electric light and waterworks commission on a nonprofit basis, it being the intention that the compensation shall fully reimburse the electric light and waterworks commission for all of its expenses, both direct and indirect, in connection therewith, but shall not be so fixed that the electric light and waterworks commission will intentionally derive a profit therefrom. (3) A stated amount for each monthly bill rendered, or for other units of work performed by the electric light and waterworks commission thereunder, may be included in the contract as compensation for such work but any such stated amount shall be revised as soon as is reasonably practical after the end of each full calendar year of performance under said contract and such revised amount shall be then put in effect and shall continue in effect until the next annual revision, each such revised amount to be based upon the electric light and waterworks commission's actual operating expenses during the next preceding calendar year. Any such contract may contain such other additional provisions as the parties thereto may deem necessary or desirable to assure the collection on behalf of the city by the electric light and waterworks commission of the sewer charges imposed by the city.

- (n) ~~Perform any acts authorized under this act through or by means of its own officers, agents and employees or by contracts with the electric light and waterworks commission or private corporations, firms or individuals.~~
- (o) ~~Do all acts and things necessary or convenient to carry out the powers expressly given in this Act.~~

#### **~~Sec. 4. Money received to be paid to recorder and deposited in bank.~~**

~~*Be it further enacted.* That all proceeds received from the sale of bonds issued under this Act and all fees, rents, tolls or other charges received by the city from the operation of sewerage system, and all monies received from any federal agency of the State of Tennessee or state agency shall be paid to the city administrator, or in the absence of the office of the city administrator, the mayor, who shall not commingle any money so received with any other monies of the city, but the monies received shall be deposited in a separate bank account or accounts, in the name of the city.~~

~~(Priv. Acts 1984, ch. 214, § 5)~~

#### **~~Sec. 5. Bonds—Election on issuance.~~**

~~*Be it further enacted.* That the bonds herein authorized shall not be issued nor sold unless there first shall have been held an election to ascertain the will of the voters of the city respecting the issuance of said bonds and a majority of the legal votes cast at such election shall be in favor of the issuance of the bonds proposed to be issued. The board may, at any time after the passage and approval of this Act, adopt a resolution fixing the amount of bonds to be issued, and the date for such election, and on such date the election commissioners of Hamblen County shall hold an election at the regular voting precincts in the city, and shall name and designate the officials of said election, and shall call said election in the way and manner general municipal elections are called. All persons qualified to vote for the mayor and aldermen of the city who are otherwise qualified may vote at such~~

election. The election commissioners shall prepare ballots for each ward and precinct, on which shall be printed the words:

"FOR THE ISSUANCE OF SEWER  
REVENUE BONDS"

"AGAINST THE ISSUANCE OF SEWER  
REVENUE BONDS"

and voters shall indicate their desire by putting a cross (x) mark opposite their choice. The result of said election shall be certified by the officers thereof to the election commissioners of Hamblen County, Tennessee, within five days after such election is held, and the said county election commissioners shall then canvass and declare and certify the result of such election to the board.

**~~Sec. 6. Same—Adoption of resolution; interest; registration privileges; execution; terms, covenants and conditions; maturity dates; minimum sale price; signatures; manner of sale; exempt from certain taxes.~~**

*Be it further enacted.* That the revenue bonds provided for under the provisions of this Act may be authorized by resolution or resolutions of the board, which resolution or resolutions may be adopted at the same meeting at which they are introduced and may be adopted by a majority vote of the members of said board, and shall take effect immediately upon adoption. Such bonds shall bear interest at such rate or rates, not to exceed five per centum per annum, payable semiannually, may be issued all at one time or from time to time, may be payable at such place or places, may carry such registration privileges, may be executed in such manner, may contain such terms, covenants and conditions, and may be in such form (either coupon or registered) as such resolution or subsequent resolutions may provide. Said bonds shall bear such date or dates, may mature at such time or times, not less than three years (3) nor more than thirty (30) years, from their respective dates as the board may direct. Said bonds shall not be sold for less than par and accrued interest, and shall be signed by the mayor, and if coupon bonds are issued such coupons may bear the printed or lithographed facsimile signature of the mayor. Unless the bonds are sold to a federal agency, the bonds authorized to be issued by the provisions of this Act shall be sold at public sale in accordance with the provisions of Section 3707, Code of Tennessee of 1932.<sup>8</sup> The bonds may be sold at private sale without any public advertisement to any federal agency. The bonds shall be fully negotiable for all purposes, and said bonds and the income therefrom shall be exempt from all state, county and municipal taxation except inheritance, transfer and estate taxes.

{Priv. Acts 1984, ch. 214 § 6}

**~~Sec. 7. Same—Not affected by other debt limitations.~~**

*Be it further enacted.* That bonds may be issued under the provisions of this Act notwithstanding and without regard to any limit on indebtedness of the city provided by the provisions of the Charter or other law.

<sup>8</sup>Note(s)—Priv. Acts 1984 ch. 214, purported to amended Priv. Acts of 1903, ch. 371. Research indicated that the year 1903 was an error and the Acts actually amended Priv. Acts of 1955 ch. 371.

## **~~Sec. 8. Same—Contents of resolution authorizing issuance.~~**

~~*Be it further enacted.* That any resolution authorizing the issuance of revenue bonds under the provisions of this Act may contain covenants as to:~~

- ~~(a)—The issuance of other or additional bonds payable from the revenues of said sewerage system;~~
- ~~(b)—The operation and maintenance of such sewerage system;~~
- ~~(c)—The insurance to be carried on the sewerage system and the use and disposition of insurance monies.~~
- ~~(d)—The terms and conditions upon which the holders of said bonds or any proportion of them or any trustee therefor shall be entitled to the appointment of a receiver by the chancery court of Hamblen County, Tennessee, which court shall have jurisdiction in such proceeds and which receiver may enter and take possession of said sewerage system, operate and maintain the same, fix, levy and collect fees, rents, tolls or other charges, receive and apply all revenue thereafter arising therefrom, in the same manner as the city itself might do. The provisions of this Act and any such resolution or resolutions shall be a contract with the holder or others of said bonds, and the duties of the city and board under this Act and any such resolution or resolutions shall be enforceable by any bondholder by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction.~~

## **~~Sec. 9. Same—Not invalidated when officers who signed bonds leave office; not affected by proceedings relating to acquisition, etc., of sewerage system.~~**

~~*Be it further enacted.* That said bonds bearing the signature of officers in office on the date of signing thereof shall be valid and binding obligations notwithstanding that before the delivery thereof and payment therefor any or all persons whose signatures appear thereon shall have ceased to be officers of the city. The validity of said bonds shall not be dependent on nor affected by the validity or regularity of any proceedings relating to the acquisition, construction, reconstruction, extension or enlargement of the sewer system for which said bonds are issued. The resolution authorizing said bonds may provide that the bonds shall contain a recital that they are issued pursuant to this Act, which recital shall be conclusive evidence of their validity and the regularity of their issuance.~~

## **~~Sec. 10. Same—Constitute lien of revenue from sewerage system.~~**

~~*Be it further enacted.* That all bonds of the same issue shall, subject to the prior and superior rights of outstanding bonds, claims or obligation, have a prior and paramount lien on the revenue of the sewerage system over and ahead of all bonds of any issue payable from said revenue which may be subsequently issued, and over and ahead of any claims or obligations of any nature against said revenue subsequently arising or subsequently incurred. All bonds of the same issue shall be equally and ratably secured without priority by reason of number, date of bonds, or sale, or execution or of delivery by a lien on said revenue in accordance with the provisions of this Act and the resolution or resolutions authorizing said bonds.~~

## **~~Sec. 11. Same—Authority to secure payment.~~**

~~*Be it further enacted.* That in order to secure the payment of the bonds issued pursuant to this Act and interest thereon, the city shall have power as to such bonds:~~

- ~~(a)—To pledge all or any part of the fees, rents, tolls or other charges received or receivable by the city from the operation of the sewerage system to the punctual payment of bonds issued therefor and interest thereon, and to covenant against thereafter pledging any such fees, rents, tolls or other charges to any other bonds or any other obligations of the city for any other purpose.~~

- ~~(b) — To provide for the term, forms, registration, exchange and execution of such bonds.~~
- ~~(c) — To provide for the replacement of lost, destroyed or mutilated bonds.~~
- ~~(d) — To covenant as to the use and disposition of the proceeds from the sale of such bonds.~~
- ~~(e) — To covenant as to the fees, rents or tolls to be charged in connection with the sewerage system for which such bonds are to be issued and as to the use and disposition to be made thereof.~~
- ~~(f) — To covenant to set aside or pay over reserves and sinking funds for such bonds, and as to the disposition thereof.~~
- ~~(g) — Reserved.~~
- ~~(h) — To covenant as to its books of account and as to the inspection and audit thereof, and as to the accounting methods.~~
- ~~(i) — To covenant and prescribe as to what happenings or occurrences shall constitute "events of default," and the terms and conditions upon which any or all of such bonds shall become or may be declared due before maturity, and as to the terms and conditions upon which such declaration and its consequences may be waived,~~
- ~~(j) — To covenant as to the rights, liabilities, powers and duties arising upon the breach by it of any covenant, condition or obligation.~~
- ~~(k) — To vest in any trustee or trustees the right to receive all or any part of the income pledged and assigned to or for the benefit of the holder or holders of bonds issued hereunder, and to hold, apply and dispose of the same, and the right to enforce any covenant made to secure or pay in relation to bonds; to execute and deliver a trust agreement or trust agreements which may set forth the powers and duties and remedies available to such trustee or trustees, and limiting the liabilities thereof and prescribing what occurrences shall constitute default, and prescribing the terms and conditions upon which such trustee or trustees or the holder or holders of bonds of any specified amount or percentage of such bonds may exercise such rights and enforce any and all of such covenants and resort to such remedies as may be appropriate.~~
- ~~(l) — To execute all instruments necessary or convenient in the exercise of the powers herein granted or in the performance of its covenants or duties.~~

~~Note(s) — There was no subsection number (g) in this section as the Act was adopted by the state legislature.~~

## **~~Sec. 12. Same — Rights of holders.~~**

~~*Be it further enacted.* That any holder or holders of the bonds, including a trustee or trustees for holders of such bonds, shall have the right, in addition to all other rights:~~

- ~~(a) — By mandamus or other suit, action or proceeding in any court of competent jurisdiction, to enforce his or their rights against the city and board and any officer, agent or employee of the city, including, but not limited to, the right to require the city and the board to fix and collect fees, rents, tolls or other charges, and to require the city and board and any officer, agent or employee of the city to carry out any other covenants and agreements and to perform its and their duties under this Act.~~
- ~~(b) — By action or suit in equity to enjoin any acts or things which may be unlawful or a violation of the rights of such holder or holders of bonds.~~
- ~~(c) — By suit, action or proceedings in the chancery court to require the board to account as if it were the trustee of an express trust.~~



### **~~Sec. 13. Same—Use of proceeds from sale.~~**

~~*Be it further enacted.* That the proceeds derived from the sale of said bonds shall be used for the purpose of paying all the costs of the city of or incident to the construction by it, without being limited to, sewerage treatment and disposal plant or plants, sanitary sewers, storm sewers, combination sewers, the cost of lands, easements, rights of way and other properties needed in connection with such system and any and all cost and expense of any and every character in connection with or incident to said sewerage system, which cost shall include, among other things, the payment of any and all indebtedness incurred prior to the issuance of said bonds, including cost of engineering and planning, and all engineering, legal and other expenses, and the expense of issuing and selling bonds, and the interest on the outstanding bonds during construction of the sewerage system and for a period of six months after the completion of such construction.~~

### **~~Sec. 14. Action of board may be by resolution.~~**

~~*Be it further enacted.* That any and all action required or authorized to be taken under this Act by the board may be by resolution, which resolution may be adopted at the meeting of the board at which such resolution is introduced, and shall take effect immediately upon adoption.~~

### **~~Sec. 15. Powers granted by Act are supplementary.~~**

~~*Be it further enacted.* That power to issue bonds and construct a sewerage system under the provisions of this Act is hereby declared to be supplementary to and not in derogation of the right and power to issue bonds for and to construct a sewerage system under any existing law or laws.~~

### **~~Sec. 16. Severability of Act.~~**

~~*Be it further enacted.* That should any section or part or parts of this Act be declared unconstitutional or invalid for any reason by a court of competent jurisdiction, such holding shall not invalidate any other part of this Act.~~

### **~~Sec. 17. Approval of Act by board.~~**

~~*Be it further enacted.* That this Act shall have no effect unless the same shall have been approved by two-thirds vote of the city council of the City of Morristown on or before the next regular meeting of such board occurring more than thirty days after its approval by the chief executive of this state. Its approval or nonapproval shall be proclaimed by the presiding officer of the body having jurisdiction to approve or the reverse, and shall be certified by him to the secretary of state.~~

~~(Priv. Acts of 1967, ch. 487, § 1)~~

~~Note(s)—This Act was approved by the board of mayor and alderman, as required by this section, which approval has been certified to the secretary of state.~~

### **~~Sec. 18. Effective date.~~**

~~*Be it further enacted.* That this Act take effect from and after its passage, the public welfare requiring it.~~

~~Passed March 17, 1955.~~

~~Approved by Governor March 21, 1955.~~

### **~~Division D. Morristown Utilities Commission~~**

~~Acts 1901, Chapter 392~~

~~AN ACT to create a board of electric light and waterworks commissioners for the municipal corporation of the board of mayor and aldermen of the Town of Morristown, Tennessee; to provide for their election, qualification and term of office; prescribe their duties and compensation, and to repeal so much and such parts of Chapter 88 of the Acts of the General Assembly of the State of Tennessee for the year 1893, entitled "An Act to authorize the board of mayor and aldermen of the Town of Morristown, in the County of Hamblen, State of Tennessee, to issue and sell coupon bonds of said town in a sum not exceeding forty thousand dollars, the proceeds thereof to be applied to the construction and equipment of waterworks of said town, and to provide for the management of such waterworks," as creates and defines the duties and qualifications of the board of waterworks commissioners and members thereof created by said Act.~~

### **ARTICLE III. Morristown Utilities Commission**

#### **Sec. 1. Name change; membership; appointment of members.**

- (a) *Name—Authority.* The Board of Electric Light and Waterworks Commissioners is hereby designated the Morristown Utilities Commission. Said Utilities Commission shall have authority to manage and control the electric power and water utilities and, subject to city council approval, all other municipal utilities of the City of Morristown, Tennessee, ~~except sewer,~~ which are both within and without the corporate limits of the City, all in accordance with and subject to the requirements of state and federal laws, rules and regulations.
- (b) *Membership; Appointment; Term.* The commission shall consist of five (5) persons to serve five (5) year terms. In order to facilitate an orderly transition with respect to expansion of membership and term of office, the present terms shall be modified in the following manner:

<i>Term Expiring</i>	<i>Modified to Expire</i>
July 31, 2001	July 31, 2006
July 31, 2002	July 31, 2005
July 31, 2003	July 31, 2004

In addition to the enumerated modifications, there shall be two (2) additional commissioners to be appointed to increase the commission to five (5) members.

Each of the additional commissioners shall be appointed in accordance with the procedures provided herein for nominations. The first new appointment shall be made for a term beginning August 1, 2001 and expiring July 31, 2002. The second new appointment shall be made for a term beginning August 1, 2001 and expiring July 31, 2003. All subsequent terms of all commissioners shall be for five (5) years.

- (c) (1) Prior to the first day of July in each year, the commissioners shall submit to the Mayor a list of three (3) nominees for the commission seat expiring as of July 31st. The Mayor shall within thirty (30) days of submission of such nominees select from these names a nominee. A majority vote of the City Council shall be necessary for the election of such nominee as a commissioner. Should the City Council fail to take action to either approve or disapprove a nominee within a period of thirty (30) days following notice of such nomination to the City Council, the nominee shall be deemed elected.

- (2) (A) In the event that the City Council takes action within such thirty (30) day period but a nominee does not receive a majority vote of the City Council, the nomination procedure shall be repeated except that the commissioners shall have fourteen (14) days from notice of the City Council that a nominee did not receive a majority vote of the City Council in which to submit the names to the Mayor of three (3) nominees, which may include two (2) of the three (3) names not previously selected and submitted by the Mayor to the City Council.
- (B) If a nominee is not selected from the second list submitted to the City Council by the Mayor under the procedure established in subdivision (A), a third and final list of nominees shall be submitted to the Mayor by the commissioners within the time period established for submitting the second list of names. If a nominee is not selected from the third list submitted to the City Council by the Mayor under the procedure established in subdivision (A), the provisions of subdivision (3) shall take effect.
- (3) (A) The commissioners shall submit directly to the City Council a list of three (3) nominees for the commission seat expiring as of July 31<sup>st</sup>.
- Such names shall be submitted to the City Council within fourteen (14) days from notice of the City Council that a nominee from the third list submitted by the Mayor to the City Council did not receive a majority vote of the City Council. The City Council shall have thirty (30) days from the date the list is submitted to the City Council to take an action to approve a nominee from the fourth list. The nominee receiving the highest number of votes from the City Council shall be the nominee. However, if a tie vote occurs between two (2) of the names submitted, the name of the nominee who received the fewest votes shall be eliminated and the City Council shall vote on the remaining two (2) nominees with the nominee receiving the highest number of votes being declared the nominee.
- (B) If the City Council fails to take action to either approve or disapprove a nominee within such thirty-day period, the Mayor shall select the nominee from the list of three (3) names submitted to the City Council to be the commissioner.
- (4) In the event of a vacancy during the term, said vacancy shall be filled for the remainder of the term in accordance with the procedures provided in subdivision (1) through (3) for nominations, and the commission shall make its nominations to the Mayor within thirty (30) days of the occurrence of the vacancy to commence the election process.

(Priv. Acts 2001, ch. 7, § 1; Priv. Acts 2012, ch. 52, § 1)

## **Sec. 2. Qualifications of commissioners; oath and bond; compensation; removal of commissioners; commissioners not to hold other office.**

The commissioners shall be residents of said municipality, and reside within the corporate limits thereof. Said commissioners shall be elected by the city council as hereinbefore provided. Said commissioners, before entering upon their duties, shall make and subscribe an oath in writing to faithfully discharge their duties as such commissioners, and each will give bond in such sum as the corporate authorities may require, payable to the State of Tennessee, conditioned for the careful and faithful performance of their duties as such commissioners, and upon said bonds a right of action will be in the name of the State for the use of the party or parties aggrieved by any neglect of duty on the part of said commissioners. Said commissioners shall receive such compensation as the city council may determine, and any and all of them may be removed from office by the city council for malfeasance or misfeasance therein. No person holding any other office pertaining to said city shall be eligible for the office of commissioner.

(Priv. Acts 2001, ch. 7, § 2]

### **Sec. 3. Chairman and secretary; quorum; records to be kept; powers and duties generally.**

The commissioners, upon their election and qualification, shall organize by selecting one (1) of their number chairman and one (1) secretary. A majority of the commissioners shall constitute a quorum for the transaction of business, and all matters to be determined by them shall be determined by a majority vote, and they shall keep a record of all their transactions in a well-bound book, which shall be open, on demand, to the inspection of any and all citizens and taxpayers of the City of Morristown. Said utilities commissioners shall have charge and supervision of the electric light and water works systems of the corporation and with prior approval of city council, telecommunications, natural gas, ISP and CATV services and any other utility service, and shall have full power to make all contracts necessary to the operation thereof, employing such help as may be necessary, and fixing the salaries of all employees, and fixing rates for such services, and through their secretary, collect the same, it being the intention hereby to make said utility commissioners a separate and independent body for the performance of the duties of the positions to which they are elected. The fees or proceeds arising for the use of the various utilities, when collected, shall be kept separate from the other as a separate enterprise fund to be applied to the operation of each particular utility. The net proceeds of each utility shall only be liable for the debts and liabilities of that particular utility hereafter occurring, but the property of commission and proceeds thereof shall be liable for any debts heretofore contracted. Said commissioners will make reports at least annually to the city council, setting out in said report separately the receipts and disbursements of each of said utilities, and reciting therein all business transacted by them since the date of their last report.

(Priv. Acts 2001, ch. 7, § 3; Priv. Acts 2012, ch. 44, § 1)

### **Sec. 3A. ~~Authority to extend electric and waterworks systems.~~ Action of board of utilities commissioners may be by resolution.**

~~The utilities commissioners of the City of Morristown may create, expand, enlarge and extend the utilities authorized by them to create or operate by city council to such point or points within or without the corporate limits of the City of Morristown in conformity with general law and as in their discretion may be deemed necessary or desirable.~~

~~(Priv. Acts 1947, ch. 198, § 1; Priv. Acts 2001, ch. 7, § 4)~~

Any and all action required or authorized to be taken under this Act by the board of utilities commissioners, except as statute or regulating authority may otherwise prescribe, may be by resolution, which resolution may be adopted at the meeting of the board at which such resolution is introduced, and shall take effect immediately upon adoption.

### **Sec. 3B. Repeal of conflicting Acts.**

That all Acts or parts of Acts in conflict with this Act be and the same hereby are repealed.

(Priv. Acts 1947, ch. 198, § 1; Priv. Acts 2001, ch. 7, § 4)

### **Sec. 4. ~~Reserved.~~ Authority to construct, expand, and operate municipal utilities; power of condemnation; other powers.**

~~(Priv. Acts 2001, ch. 7, § 5)~~

The utilities commissioners of the City of Morristown may create, construct, expand, enlarge, extend, and operate the municipal utilities they are authorized to operate to such point or points within or without the corporate limits of the City of Morristown in conformity with general law and as in their discretion may be deemed necessary or desirable. In order to expand, enlarge and extend said municipal utilities, the utilities commissioners and/or the city council for the City of Morristown is hereby, authorized and empowered to acquire either by purchase or condemnation all real estate necessary or proper to expand and extend said utilities. This shall include, but not be limited to any spring or springs of water, pump stations, rights of ways to and from such springs or pump stations, and for necessary pipe lines for conveying water either outside or within the corporate limits of said city; and it may take and appropriate such lands and grounds upon which are located springs of water, together with such quantity of land surrounding said watering places, as may be necessary or proper for the proper protection of such springs of water and for the location of pump stations and for rights of way for water mains, pipes, and other devices that may be necessary or proper for conveying currents of water in the operation of said waterworks system, and the utilities commissioners and/or the city council for the City of Morristown is hereby vested with full power and authority to acquire by purchase or condemnation proceedings the riparian rights of lower landowners along any stream, the spring or upper portion of which is acquired or the water from which is used under the provisions of this Act. Additionally, the utilities commissioners and/or the city council for the City of Morristown is hereby, authorized and empowered to acquire, by purchase or the exercise of the right of eminent domain, any property or easements or other right or interest in property necessary for the construction, reconstruction, extension or enlargement of a sewerage system whether such property be within or without the city or partially within and partially without the city.

That if it shall become necessary to condemn any private property for the use set out in this section of this Act, the utilities commissioners and/or the city council for the City of Morristown shall direct the general manager of the Morristown Utilities Commission, the mayor or some other administrative officer or the attorney for the Morristown Utilities Commission and/or the City of Morristown to proceed in the name of the Morristown Utilities Commission and/or the City of Morristown to have said property or right of way appropriated as provided for the taking of private property for works of internal improvements as stated in the general laws and Code of the State of Tennessee.

Additional powers of the Morristown Utilities Commission include:

- a) To fix, levy and collect fees, rents, tolls, or other charges for connecting to and for the use of each utility service.
- b) To make contracts and execute instruments containing such terms, provisions and conditions as in the discretion of the board of utilities commissioners may be necessary, proper or advisable for the purpose of obtaining a grant, loan or other financial assistance from any federal agency or from the State of Tennessee by virtue of any Act of Congress or Act of the Legislature of Tennessee.
- c) To make all contracts and execute all other instruments necessary, proper or advisable in or for the furtherance of the construction, expansion, rehabilitation, and/or operation of each utility service.
- d) To enter on any lands, waters and premises for the purpose of making surveys, soundings and examinations in or for the furtherance of the construction of its utility functions.
- e) To require the owner, tenant or occupant of each lot or parcel of land which abuts upon a street or other public way containing a sanitary sewer upon which lot or parcel a building exists for residential, commercial or industrial use to connect such building with such sanitary sewer and to cease to use any other means for the disposal of sewage, sewage waste or other polluting matter.
- f) To require the owner, tenant or occupant of each lot or parcel of land who is obligated to pay the charges made for the utility service(s) furnished to make a reasonable deposit in advance to insure the payment of such charges.
- g) To discontinue any services of the system to any owner, tenant, or occupant obligated to pay the charges made for the service furnished by the utility in the event of failure to pay for said services of the system.

h) Perform any acts authorized under this act or otherwise authorized by the laws of the State of Tennessee.

## **Sec. 5. Repeal of portions of certain Act. LEFT BLANK INTENTIONALLY**

~~*Be it further enacted.* That so much and such parts of Chapter 88, of the Acts of the General Assembly of the State of Tennessee, for the year 1893, entitled "An Act to authorize the board of mayor and aldermen of the Town of Morristown, in the County of Hamblen, State of Tennessee, to issue and sell coupon bonds of said town in a sum not exceeding forty thousand dollars, the proceeds thereof to be applied to the construction and equipment of waterworks of said town, and to provide for the management of such waterworks," as creates and defines the duties and qualifications of the waterworks commissioners and the members thereof created by said Act, be and the same is hereby repealed.~~

## **Sec. 6. Effective date.**

*Be it further enacted.* That this Act take effect from and after its passage, the public welfare requiring it.

~~Passed February 6, 1901.~~

~~Approved by Governor February 7, 1901.~~

## ***Division E. Extension of Waterworks System***

Acts 1907, Chapter 255

~~AN ACT to authorize the mayor and aldermen of the Town of Morristown, in Hamblen County, Tenn., to extend the system of waterworks, to increase the efficiency and capacity thereof; and for this purpose to acquire additional real estate, springs of water, rights of way, pumping stations, and all other things necessary outside the corporate limits as well as within.~~

## **Sec. 1. Authority To extend system; power of condemnation.**

~~*Be it enacted by the General Assembly of the State of Tennessee.* That the city council of the City of Morristown, in Hamblen County, Tenn., be, and the same is hereby, authorized and empowered to extend its system of waterworks and increase the capacity and efficiency thereof, and for this purpose to acquire either by purchase or condemnation all real estate necessary or proper and spring or springs of water, pump stations, rights of ways to and from such springs or pump stations, and for necessary pipe lines for conveying water either outside or within the corporate limits of said city; and it may take and appropriate such lands and grounds upon which are located springs of water, together with such quantity of land surrounding said watering places, as may be necessary or proper for the proper protection of such springs of water and for the location of pump stations and for rights of way for water mains, pipes, and other devices that may be necessary or proper for conveying currents of water in the operation of said waterworks system, and the city council of the City of Morristown is hereby vested with full power and authority to acquire by purchase or condemnation proceedings the riparian rights of lower landowners along any stream, the spring or upper portion of which is acquired or the water from which is used under the provisions of this Act.~~

~~{Priv. Acts of 1967, ch. 487, § 1}~~



## **~~Sec. 2. Manner of conducting condemnation proceedings.~~**

~~*Be it further enacted.* That if it shall become necessary to condemn any private property for the use set out in section 1 of this Act, the city council of said municipality shall first, by ordinance, determine the property necessary or proper for such uses, and shall direct the mayor or some other officer designated in the ordinance to proceed in the name of the City of Morristown to have said property or right of way appropriated as provided for taking private property for works of internal improvements by sections 1325 to 1347 of the Code of Tennessee, being Sections 1844 to 1866 of Shannon's Code.~~

~~(Priv. Acts of 1967, ch. 487, § 1)~~

~~State law reference(s)—Eminent domain, T.C.A. §§ 29-16-101 through 29-16-126.~~

## **~~Sec. 3. Effect of Act on prior Acts.~~**

~~*Be it further enacted.* That nothing in this Act shall be so construed as to deprive the electric light and waterworks commissioners of this municipality of any of the power or jurisdiction which they now possess under the existing laws.~~

## **~~Sec. 4. Effective date.~~**

~~*Be it further enacted.* That this Act take effect from and after its passage, the public welfare requiring it.~~

~~Passed March 4, 1907.~~

~~Approved by Governor April 8, 1907.~~

## **~~Division F. Funding and Refunding Bonds~~**

~~Private Acts 1933, Chapter 277~~

~~AN ACT to authorize the mayor and aldermen of the Town of Morristown to issue bonds to fund or refund bonds, notes and other indebtedness and to levy a tax upon all taxable property in the municipality for the payment of such funding or refunding bonds and the interest thereon, and to provide a depository or depositories for moneys collected for the payment of such funding or refunding bonds and interests and to validate such outstanding bonds and notes.~~

## **~~Sec. 1. Authority to issue bonds and pledge full faith and credit of city.~~**

~~*Be it enacted by the General Assembly of the State of Tennessee.* That the city council of the City of Morristown is hereby authorized to issue bonds of said municipality for the purpose of funding or refunding any or all bonds, notes and other indebtedness of said municipality now outstanding, and all bonds or notes hereafter issued in renewal or extension thereof, and to pledge the full faith and credit of the city council of the City of Morristown to the payment of such funding or refunding bonds and interest.~~

~~(Priv. Acts of 1967, ch. 487, § 1)~~

## **~~Sec. 2. Action to be by resolution; referendum not required.~~**

~~*Be it further enacted.* That the city council of the City of Morristown, shall have full authority by resolution to carry out all powers conferred by this Act without submitting to electors or taxpayers the question of issuing such~~

bonds or the resolution authorizing the same; such resolutions may be finally passed at any regular meeting of the board not earlier than four days after its introduction and first reading, and shall be in force from and after its final passage.

(Priv. Acts of 1967, ch. 487, § 1)

### **~~Sec. 3. Determination of rate of interest and date of maturity; officers' signatures not invalidated when persons leave office; right of redemption before maturity.~~**

~~*Be it further enacted.* That the city council of the City of Morristown, shall by resolution determine the rate or rates of interest to be paid, not exceeding six per centum per annum, and the time or times of payment of such interest, and the maturity or maturities of the bonds, which shall be at a time or times not exceeding twenty years from the date of the bonds, and shall likewise determine the form of the bonds, the officers by whom they shall be executed and the medium of payment and the place or places in Tennessee at which the principal and interest shall be payable. In case any of the officers whose signatures appear on the bonds or coupons shall cease to be such officers before the delivery of such bonds, such signatures shall nevertheless be valid and sufficient for all purposes, the same as if they had remained in office until such delivery. The bonds may be made registerable as to principal alone and as to both principal and interest, under such terms and conditions as may be determined by the board. In the discretion of the board, the right to redeem all or any of the bonds before maturity may be reserved upon terms and conditions to be fixed by resolution, including the payment of a premium not exceeding five per centum of the par value of bonds redeemed before maturity.~~

(Priv. Acts of 1967, ch. 487, § 1)

### **~~Sec. 4. Exchange of bonds for other indebtedness.~~**

~~*Be it further enacted.* That such bonds may be exchanged for not less than an equal amount of indebtedness to be retired thereby, including indebtedness not matured if the unmatured indebtedness be then redeemable or if the holders thereof be willing to surrender the same for retirement. Any of such bonds not so exchanged may be sold and the proceeds thereof shall be applied to the payment of such indebtedness due or redeemable or which may be so surrendered. But no funding or refunding bonds shall be sold except in the amount necessary to secure moneys for (a) the payment of matured or redeemable indebtedness or (b) the payment of unmatured indebtedness, the evidences of which shall then be on deposit with a bank or trust company in Tennessee, or in the City of New York for surrender to the city upon receipt therefor of a sum not exceeding the amount of such indebtedness. No sale or exchange of any such bonds shall be made for less than par and accrued interest unless the bonds sold bear interest at a lower rate than six per centum per annum, and in such cases they shall be sold for a price lower than that upon which the return to the purchaser, computed with relation to the absolute maturity of the bonds in accordance with the standard tables of bond values, is six per centum per annum.~~

### **~~Sec. 5. Annual ad valorem tax.~~**

~~*Be it further enacted.* That in each fiscal year while any of such bonds shall be outstanding there shall be levied upon all taxable property in the municipality, and ad valorem tax sufficient to pay the interest thereon as it falls due and the principal of such bonds shall then have matured in accordance with their terms or by declaration of earlier maturity as in this Act provided, or which shall mature within the same fiscal year, and any sinking fund payments which may be provided for by the bonds or by the resolution authorizing the same, as well as all deficits in said interest, principal and sinking fund requirements arising by failure to comply with the provisions hereof or by failure to collect the taxes levied or otherwise; provided, however, that the board, in its discretion, may levy in any fiscal year a tax sufficient to pay, in addition to the interest or principal which shall fall due in such fiscal year, any portion of the interest or principal which shall fall due in the succeeding fiscal year, and may also levy in any~~

fiscal year a tax for sinking fund payments in addition to the tax required by such payments by the resolution authorizing any of such bonds.

#### **~~Sec. 6. Board may provide that sinking fund be used only for purchase and redemption of bonds authorized by resolution.~~**

*Be it further enacted.* That the board may provide in the resolution authorizing the issuance of any such funding or refunding bonds, that the sinking fund provided for such bonds shall be used solely for the purchase or redemption of the bonds authorized by such resolution, and all bonds so purchased or redeemed shall be cancelled and shall not be reissued.

#### **~~Sec. 7. Depositories.~~**

*Be it further enacted.* That the board may provide in the resolution authorizing the issuance of any such funding or refunding bonds, that one or more trust companies or banks, either in Tennessee or in any other state, shall act as a depository or depositories of moneys provided for the payment of such bonds, interest or sinking fund, and that such moneys shall be paid to such depository or depositories by the collecting officer or agent of the municipality, as and when the same shall be collected, and may also provide in such resolution the manner and conditions under which such moneys shall be secured and paid out; provided, however, that unless otherwise provided in any such resolution, no such moneys shall be deposited in any depository in excess of five per centum of its combined surplus unless such depository shall have given as security therefor a surety bond approved by the board in the amount of such deposit, executed by a surety company qualified to transact business in Tennessee and acceptable to the United States government as surety for deposits in the amount of such deposit, or unless, in lieu of such surety bond as to all or any part of such deposit, the depository shall have lodged with the municipality or an agent thereof as collateral security an amount of bonds or other securities acceptable as security for postal savings deposits whose market value shall equal the amount of such deposit or such part thereof.

#### **~~Sec. 8. Payment of expenses under Act.~~**

*Be it further enacted.* That the city council of the City of Morristown, is hereby authorized to pay such expenses as the board may deem reasonable and proper for carrying out the provisions of this Act.

(Priv. Acts of 1967, ch. 487, § 1)

#### **~~Sec. 9. Bonds not subject to other limitations of indebtedness.~~**

*Be it further enacted.* That no bonds issued under the authority of this Act shall be subject to any limitations of indebtedness prescribed by any laws, general or special.

#### **~~Sec. 10. Act supplemental.~~**

*Be it further enacted.* That this Act is intended as a supplemental and additional grant of power to the municipality and shall not supplant or repeal any existing powers for the issuance of funding or refunding bonds, or any provisions of law for the payment of bonds issued under such powers, or for the custody of moneys provided for such payment.

### **~~Sec. 11. Act constitutes full authority.~~**

~~*Be it further enacted.* That this Act constitutes full authority for the things herein authorized, and no proceedings, publications, notices, consents or approvals shall be required for the doing of the things herein authorized except such as are herein prescribed and required.~~

### **~~WHEN BONDS MAY BE ISSUED; DIFFERENT SERIES OR CLASSES MAY DIFFER IN TERMS, PROVISIONS AND INTEREST RATES~~**

### **~~Sec. 12. When bonds may be issued; different series or classes may differ in terms, provisions and interest rates.~~**

~~*Be it further enacted.* That the authority conferred by this Act may be exercised at any time or from time to time, and the authorization of funding or refunding bonds by one resolution shall not prevent the authorization of additional funding or refunding bonds by subsequent resolution or resolutions. One resolution may provide for the issuance of two or more separate series or classes of funding or refunding bonds and each series or class may have different terms and provisions from the others, and the bonds of each series or class may bear interest at different rates.~~

### **~~Sec. 13. Bonds exempt from taxation.~~**

~~*Be it further enacted.* That no bonds issued under authority of this Act shall be subject to taxation by the State of Tennessee or by any county or municipality thereof, and said bonds shall so state in the face thereof.~~

### **~~Sec. 14. Severability of Act.~~**

~~*Be it further enacted.* That the several clauses and parts of this Act are mutually independent of each other, and if any part of this Act should be unconstitutional or void or invalid no other part of this Act shall be affected thereby.~~

### **~~Sec. 15. Prior debts of city validated.~~**

~~*Be it further enacted.* That all bonds and notes now outstanding which have heretofore been issued by said municipality, are hereby validated and legalized and declared to be valid obligations of said municipality.~~

### **~~Sec. 16. Effective date.~~**

~~*Be it further enacted.* That this Act shall take effect from and after its passage, the public welfare requiring it.~~

~~Passed March 30, 1933.~~

~~Approved by Governor April 5, 1933.~~

## ***Division G. Deed for Park Lands***

Private Acts 1917, Chapter 797

AN ACT entitled "An Act to authorize and empower the trustees, J. F. Goodson, C. H. Darlington, John R. King, John B. Holloway, L. M. King, John A. Stubblefield and A. J. Bruner, or their successors in office, to convey certain lands to the mayor and aldermen of the Town of Morristown, Tennessee, for park purposes."

Whereas, on the twenty third day of April, 1892, the Montvue Land Improvement Immigration & Labor Company did, by deed which is registered in the Register's office in Morristown, Tennessee, in Deed Book No. 11, page 278, donate and convey to J. F. Goodson, C. H. Darlington, John R. King, John B. Holloway, L. M. King, John A. Stubblefield, and A. J. Bruner, and to their successors in office in trust, a certain parcel of land in Montvue addition to the Town of Morristown, Tennessee, described as follows, to-wit:

Beginning at the northeast corner of Montvue Avenue and Merwin street, thence crossing Merwin Street and including it S. 30 east with the eastern margin of Montvue Avenue 340 feet to the side of an alley, thence with said alley N. 60 E. 312 feet to the side of Cleveland Avenue; thence with Cleveland Avenue N. 30 W. 340 feet to the northwest corner of Cleveland Avenue and Merwin Street; thence with the north side of Merwin Street S. 60 W. 312 feet to the beginning.

And Whereas, on the same date, to-wit, April 23, 1892, O. C. King did, by deed which is registered in the Register's office in Morristown, Tennessee, in Deed Book 11, page 280 donate and convey to the same parties, to-wit: J. F. Goodson, C. H. Darlington, John R. King, John B. Holloway, L. M. King, John A. Stubblefield and A. J. Bruner, or their successors in office, in trust, a certain parcel of land in Montvue addition to the Town of Morristown, Tennessee, north of and adjoining the tract conveyed on the same day to them by said Montvue Land Improvement Immigration & Labor Company, described as follows, to-wit:

Beginning at the northeast corner of Montvue Avenue and Merwin Street, thence with the north side of Merwin Street N. 60 E. 312 feet to the west side of Cleveland Avenue, thence with said Avenue N. 30 W. 60 feet to the corner of Lot 81; thence with the line of Lots 81 and 53 S. 60 W. 312 feet to the east side of Montvue Avenue; thence with said Avenue S. 30 E. 60 feet to the beginning;

And Whereas, the object and purpose of both of said donations and conveyances was to consolidate said two tracts into one boundary and establish same as a public park or pleasure resort for the citizens of said Montvue Addition and the public generally, same however to be laid out, graded and improved for public park purposes by the citizens of Montvue Addition and the public generally, but to be controlled and governed by said grantees in trust and their successors in office;

And Whereas, the object and purpose of said donation and conveyance have not been attained owing to lack of means in the hands of said trustees and no improvements have been made on said land;

And Whereas, no power to convey said lands was lodged in said trustees by said two deeds of conveyance;

And Whereas, the mayor and aldermen of the Town of Morristown have proposed to lay out, grade and improve said lands for public park purposes and to keep and maintain same forever as a public park or pleasure resort in the manner contemplated by the donors in said town deeds of conveyance; upon the condition and in consideration of the title to said lands being vested in said mayor and aldermen;

*Now therefore, be it enacted b<sup>y</sup> the General Assembly of the State of Tennessee:*

### **Sec. 1. Trustees authorized to convey property to city.**

That J. F. Goodson, C. H. Darlington, John R. King, John B. Holloway, L. M. King, John A. Stubblefield, and A. J. Bruner, trustees, or their successors in trust, under said two deeds of conveyance above referred to, be, and they are hereby authorized and empowered to convey by quit claim deeds, said two parcels of land to the mayor and

~~aldermen of the Town of Morristown, Tennessee, upon the condition and for the consideration that said mayor and aldermen of said town will lay out said lands into a public park and will grade and improve same in a proper and respectable manner, and will forever keep and maintain same as a public park and pleasure resort for its citizens and the public generally, as contemplated by the donors in the two deeds aforesaid.~~

## **~~Sec. 2. Effective date.~~**

~~Be it further enacted.~~ That this Act take effect from and after its passage, the public welfare requiring it.

~~Passed April 3, 1917.~~

~~Approved by Governor April 6, 1917,~~

## **~~Division H. Hotel Occupancy Tax~~**

~~CHAPTER NO. 354~~

~~HOUSE BILL NO. 2217~~

~~By Shockley~~

~~Substituted for: Senate Bill No. 2301~~

~~By Hooper~~

~~AN ACT relative to the levy of a privilege tax by the city of Morristown on the occupancy in any hotel by transients.~~

~~BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:-~~

## **ARTICLE IV. Hotel Occupancy Tax**

### **Sec. 1. Definitions.**

As used in this Act, unless a different meaning clearly appears from the context, the following definitions shall apply:

- (a) "Person" means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business, trust receiver, trustee, syndicate, or any other group or combination acting as a unit.
- (b) "Hotel" means any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist court, tourist camp, tourist cabin, motel or any place in which rooms, lodgings, or accommodations are furnished to transients for a consideration.
- (c) "Occupancy" means the use or possession, or the right to the use or possession, of any room, lodgings or accommodations in any hotel.
- (d) "Transient" means any person who exercises occupancy or is entitled to occupancy for any room, lodgings, or accommodations in a hotel for a period of less than ninety (90) continuous days.
- (e) "Consideration" means the consideration charged whether or not received, for the occupancy in a hotel valued in money whether to be received in ~~be received in~~ money, goods, labor or otherwise, including all receipts, cash, credits, property and services of any kind or nature without any deduction therefrom whatsoever. Nothing in this definition shall be construed to imply that consideration is



charged when the space provided to the person is complimentary from the operator and no consideration is charged to or received from any person.

(f) "Operator" means the person operating the hotel whether as owner, lessee or otherwise.

## **Sec. 2. Tax levied.**

The City of Morristown is hereby authorized to levy a privilege tax upon the privilege of occupancy in any hotel of each transient up to a maximum rate of seven percent (7%) of the consideration charged by the operator. Said tax so imposed is a privilege tax upon the transient occupying said room and is to be collected and distributed as hereinunder provided.

(Priv. Acts 2002, ch. 150; Priv. Acts 2010, ch. 45, § 1)

## **Sec. 3. Operator's responsible for collecting tax.**

Said tax shall be added by each and every operator to each invoice prepared by the operator for the occupancy of his hotel, such invoice to be given directly or transmitted to the transient, and shall be collected by such operator from the transient and remitted to the City Recorder of the City of Morristown.

## **Sec. 4. Tax due date.**

The tax hereby levied shall be remitted by all operators who lease, rent, or charge for any rooms to the City Recorder of the City of Morristown, to be remitted to such officer not later than the 20th day of each month next following collection from the transient.

## **Sec. 5. Occupant responsible for paying tax.**

No operator of a hotel shall advertise or state in any manner whether directly or indirectly that the tax or any part thereof will be assumed or absorbed by the operator, or that it will be added to the rent, or that, if added, any part will be refunded.

## **Sec. 6. Delinquent taxes.**

Taxes collected by an operator which are not remitted to the City Recorder on or before the due dates are delinquent. An operator shall be liable for interest on such delinquent taxes from the due date at the rate of twelve percent (12%) per annum, and in addition for penalty of one-half of one percent (1/2 of 1%) for each month or fraction thereof such taxes are delinquent. Such interest and penalty shall become a part of the tax herein required to be remitted. Willful refusal of an operator to collect or remit the tax or willful refusal of a transient to pay the tax imposed is hereby declared to be unlawful and shall constitute a misdemeanor punishable upon conviction by a fine not less than twenty-five dollars (\$25) nor in excess of fifty dollars (\$50). The fine levied herein shall be applicable to each individual transaction involving lodging services paid by a customer to the operator in those cases when the operator fails or refuses to pay the tax payable to the City Recorder.

## **Sec. 7. Operators duties.**

It shall be the duty of every operator liable for the collection and payment of this tax, to keep and preserve for a period of three (3) years all records necessary to determine the amount of such tax for whose collection and payment to the municipality he may have been liable, which records the City Recorder shall have the right to inspect at all reasonable times.

## **Sec. 8. Illegal assessment and collection.**

In administering and enforcing the provisions of this Act, the City Recorder shall have as additional powers the powers and duties with respect to collection of taxes provided in Tennessee Code Annotated, Title 67, or otherwise provided by law.

Upon any claim of illegal assessment and collection, the taxpayer shall have the remedy provided in Tennessee Code Annotated, Section 67-2313, it being the intent of this Act that the provisions of law concerning the recovery of erroneous tax payments to municipalities shall apply to the tax collected under the authority of this Act; provided, the City Recorder shall possess those powers and duties as provided in Tennessee Code Annotated, Section 67-2301, with respect to the adjustment and settlement with taxpayers of all errors of taxes collected by him under the authority of this Act and to direct the funding of the same. Notice of any tax paid under protest shall be given to the City Recorder, and suit for recovery shall be brought against him.

## **Sec. 9. ~~Use's~~ Uses of collected taxes.**

The proceeds from the tax levied herein shall be retained by the municipality and deposited in the general funds of the municipality; however, twenty-five percent (25%) of the tax levied may be used to promote the development of tourism in the municipality. Proceeds of this tax may not be used to provide a subsidy of any form to any hotel or motel.

## **Sec. 10. Occupancy tax to be in addition to other taxes and fees.**

The tax herein levied shall be in addition to all other taxes levied or authorized to be levied whether in the form of excise, license, or privilege taxes, and shall be in addition to all other fees and taxes now levied or authorized to be levied.

## **Sec. 11. City recorder to enforce.**

The City Recorder shall have the power to make and publish reasonable rules and regulations not inconsistent with this Act or other laws, for the enforcement of the provisions of this Act and the and the collection of revenues hereunder. Further the City Recorder shall design, prepare, print and make available to all persons who are subject to this Act, all necessary forms for filing returns and instructions to insure full compliance with the provisions of this Act.

## **Sec. 12. Ratification.**

This Act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of the City of Morristown. Its approval or nonapproval shall be proclaimed by the presiding officer of the legislative body of the City of Morristown and certified by him to the Secretary of State.

## **Sec. 13. Effective date.**

For the purpose of approving or rejecting the provisions of this Act, it shall be effective upon becoming a law, the public welfare requiring it. For all other proposes, it shall become effective upon being approved as provided in Section 12.

~~PASSED: April 8, 1982—SPEAKER OF THE HOUSE OF REPRESENTATIVES—SPEAKER OF THE SENATE~~

~~APPROVED this 28 day of April 1982—GOVERNOR~~

This is to certify that according to the official records in this office, House Bill No. 2217, which is Chapter No. 354 of the Private Acts of 1982, was properly ratified and approved and is therefore operative and in effect in accordance with [its] provisions.

GENTRY CROWELL  
Secretary of State

### **Private Acts Comprising the Charter of the City of Morristown, Tennessee<sup>9</sup>**

<i>Year</i>	<i>Chapter</i>	<i>Subject</i>
1901	392	Board of Waterworks Commissioners.
1903	103	Basic charter act.
1903	506	Amended § 13 of Priv. Acts 1903, ch. 103 by changing the boundaries.
1907	203	Amended § 8 of Priv. Act 1903, ch. 103.
1907	502	Amended § 2 of Priv. Acts 1903, ch. 103.
1909	314	Amended § 13 of Priv. Acts 1903, ch. 103, by changing the boundaries.
1911	501 <sup>1</sup>	Abutting property law.
1915	84	Amended §§ 3 and 5, of Priv. Acts 1903, ch. 103.
1917	94 <sup>2</sup>	Amended Priv. Acts of 1911, ch. 501.
1917	543	Amended § 5 of Priv. Acts 1903, ch. 103 by changing the boundaries.
1917	640	Amended § 3 of Priv. Acts 1903, ch. 103.
1917	797	Deed for park lands.
1919	600	Authorized bond issue for high school purposes.
1921	489	Authorized bond issue for schools.
1921	616	Amended § 5 of Priv. Acts 1903, ch. 103.
1921	649 <sup>3</sup>	Amended Priv. Acts of 1911, ch. 501.
1921	851	Authorized bond issuance for sewers.
1921	899 <sup>4</sup>	Extensively revised charter.
1923	320	Authorized issuance of bonds for high school purposes.
1923	368	Authorized issuance of \$100,000.00 in bonds to fund floating indebtedness.
1925	23	Added § 20A of Priv. Acts 1903, ch. 103.
1925	598	Amended § 5 of Priv. Acts 1903, ch. 103.
1927	446	Zoning.
1927	792	Amended § 5 of Priv. Acts 1903, ch. 103.
1929	34	Authorized insurance of life of superintendent of waterworks.
1929	327	Validated funding bonds.
1929	581	Amended § 5 of Priv. Acts 1903, ch. 103.
1929	718	Amended § 5 of Priv. Acts 1903, ch. 103.
1929	864	Authorized issuance of \$30,000.00 in bonds to finance school building.
1931	157	Authorized issuance of bonds to build city hall.
1931	158	Amended § 5 of Priv. Acts 1903, ch. 103.
		(Repealed by Priv. Acts of 1965, ch. 283).

<sup>9</sup>Note(s)—Bond authorization and validation acts, since of a temporary nature with no general and continuing application, have not been included in the following compilation.

1931	296	Amended § 5 of Priv. Acts 1903, ch. 103. (Repealed by Priv. Acts of 1965, ch. 283).
1931	441	Amended § 5 of Priv. Acts 1903, ch. 103.
1933	277	Funding and refunding bonds.
1933	695	Authorized issuance of \$1,240,100.00 in refunding bonds.
1935	24	Amended § 5 of Priv. Acts 1903, ch. 103.
1935	326	Authorized issuance of \$60,000.00 in bonds to improve real estate.
1941	527	Amended § 3 of Priv. Acts 1903, ch. 103.
1945	125	Amended § 13 of Priv. Acts 1903, ch. 103 by changing the corporate boundaries.
1945	266	Amended § 2 of Priv. Acts 1903, ch. 103.
1947	198	Amended Priv. Acts of 1901, ch. 392.
1947	200	Authorized issuance of \$250,000.00 in bonds for waterworks system.
1947	203	Authorized issuance of \$75,000.00 in bonds to acquire land for airport.
1947	204	Authorized issuance of \$350,000.00 in bonds to repair streets and sewers.
1947	206	Amended §§ 2, 5, and 21 of Priv. Acts 1903, ch. 103.
1947	680	Amended § 13 of Priv. Acts 1903, ch. 103, by changing the corporate boundaries.
1949	296	Validated waterworks bonds.
1949	297	Amended § 5 of Priv. Acts 1903, ch. 103. (Repealed by Priv. Acts of 1965, ch. 283).
1949	298	Amended § 5 of Priv. Acts 1903, ch. 103.
1949	520	Authorized issuance of \$750,000.00 in bonds for school purposes.
1951	471	Authorized issuance of \$25,000.00 in bonds to buy garage building.
1951	472	Authorized issuance of \$475,000.00 in bonds for general school improvements.
1951	473	Amended § 13 of Priv. Acts 1903, ch. 103, by changing the boundaries.
1953	72	Amended § 5 of Priv. Acts 1903, ch. 103.
1953	73	Amended § 5 of Priv. Acts 1903, ch. 103. (Repealed by Priv. Acts of 1965, ch. 283).
1953	74	Amended § 5 of Priv. Acts 1903, ch. 103.
1953	565	Amended § 5 of Priv. Acts 1903, ch. 103.
1955	361 <sup>5</sup>	Amended §§ 4 and 20 of Priv. Acts 1903, ch. 103.
1955	370	Civil service system for fire and police departments.
1955	371	Sewage system.
1959	247	Amended § 5 of Priv. Acts 1903, ch. 103. (Repealed by Priv. Acts of 1965, ch. 283).
1961	41	Amended § 4 of Priv. Acts 1903, ch. 103.
1963	112	Amended Priv. Acts of 1947, ch. 206.
1963	254	Authorized issuance of refunding bonds.
1965	283	Repealed § 5 of Priv. Acts 1931, ch. 158; Priv. Acts 1931, ch. 296; Priv. Acts 1949, ch. 297; and Priv. Acts 1959, ch. 247.
1967	143 <sup>5</sup>	Extensively amended Priv. Acts 1903, ch. 103.
1967	487	Amended §§ 3 and 5 of Priv. Acts 1903, ch. 103, by changing the style of corporation to "City of Morristown" and governing body to "City Council."
1971	128	Amended § 4 of Priv. Acts 1903, ch. 103.
1972	207	Amended §§ 4 and 5 of Priv. Acts 1903, ch. 103.
1976	247 <sup>5</sup>	Amended § 5 of Priv. Acts 1903, ch. 103.

1977	7	<del>Amended § 5 of Priv. Acts 1903, ch. 103, with regard to recorder's salary.</del>
1978	256	<del>Amended § 5 of Priv. Acts 1903, ch. 103, with regard to recorder's term of office.</del>
1978	269	<del>Amended § 2 and 3 of Priv. Acts 1903, ch. 103, with regard to terms of councilmen.</del>
1980	196	<del>Repealed subsection (30) of § 5 in Priv. Acts of 1903, ch. 103, which was added by Priv. Acts 1929, ch. 718.</del>
1982	354	<del>Levied hotel occupancy tax.</del>
1984	214	<del>Amended Priv. Acts 1903, ch. 103 with regard to eliminating city recorder position; appointment of police and recorder's duties.</del>
1994	143	<del>Amended Priv. Acts 1903, ch. 103, as amended by Priv. Acts 1955, ch. 370, relative to the Civil Service Act for the City of Morristown.</del>
2000	138	<del>Replaced § 2, city council and § 3, biennial elections; qualifications of electors; qualifications and duties of mayor.</del>
2001	4	<del>Amended § 2, city council and § 3, biennial elections; qualifications of electors; qualifications and duties of mayor.</del>
2001	7	<del>Replaced Priv. Acts 1902, ch. 392, §§ 1, 2, 3, 3A, and 3B and deleted § 4 all relative to the board of electric light and waterworks commissioners.</del>
2002	150	<del>Amended § 2 of related Act relative to the privilege tax levied on occupancy in any hotel by transients.</del>
2004	78	<del>Amended § 10 of related Act relative to the Civil Service Act for the City of Morristown.</del>
2010	45	<del>Amended § 2 of ch. 354 relative to the privilege tax levied on occupancy in any hotel by transients.</del>
2012	44	<del>Amended § 3 of ch. 392 relative to the duties and powers of utilities commissioners.</del>
2012	52	<del>Amended § 1(b) and added § 1(c) relative to election of utilities commissioners.</del>

<sup>12</sup>~~Abutting property laws have not been included in the foregoing compilation because there are now general laws with substantially the same provisions available for use by all municipalities.~~

<sup>3</sup>~~This private act was not given local approval as required in the act and is therefore not contained in the foregoing compilation.~~

<sup>4</sup>~~Abutting property laws have not been included in the foregoing compilation because there are now general laws with substantially the same provisions available for use by all municipalities.~~

<sup>5</sup>~~This private act was not given local approval as required in the act and is therefore not contained in the foregoing compilation.~~



## Morristown City Council Agenda Item Summary

**Date:** November 21, 2023

**Agenda Item:** Adopt a resolution amending the Employee Handbook, to become effective December 3, 2023, the last amendment having been approved by Resolution 2022-18 on August 16, 2022.

**Prepared By:** Andrew Ellard

**Subject:** Amend Employee Handbook

**Background:** The completion of the Compensation & Classification study this year included various recommendations that require updates to the handbook in order to fully implement. Additionally, the last Comp/Class plan adopted by the city moved away from a step/grade system, which was still referenced throughout the document.

### Findings/Current Activity:

The proposed amendments bring the entire document current to our existing pay plan structure, incorporate recommendations from our consultant on the Class/Comp study, and make various other improvements.

This amendment incorporates all changes as proposed in the October 17 work session and the November 7 pre-agenda meeting with the exception to changes to the number of hours of comp time that can be held by exempt employees. That issue to be addressed at a later date.

### Financial Impact:

Some changes such as the consultant's recommended additional holidays result in incremental cost increases while some changes for organizational improvement could result in incremental cost savings.

### Action options/Recommendations:

Staff recommends adoption of the proposed amendments.

### Attachment:

- Resolution
- Employee Handbook (1 clean version incorporating all edits)
- Not attached, but available for review, is a version showing all edits.



**RESOLUTION NO. 2023-23**

**BEING A RESOLUTION OF THE CITY OF MORRISTOWN, TENNESSEE,  
AMENDING THE CITY OF MORRISTOWN EMPLOYEE HANDBOOK IN ITS  
ENTIRETY.**

**BE IT RESOLVED** by the City Council for the City of Morristown, Tennessee that in response to the recently completed Classification & Compensation study for the City of Morristown, various amendments throughout the document are hereby adopted by replacing the handbook in its entirety with the version now presented to the City Council, changes which shall become effective December 3, 2023.

Passed this 21<sup>st</sup> day of November 2023.

---

Mayor

ATTEST:

---

City Administrator, Anthony Cox

## PREFACE

This document is intended to assist the employees, supervisors, and department heads in the administration of City personnel policies. Nothing in this document is intended to represent an employment contract between the City and any employee. Employees of the City of Morristown are considered “at will employees” as prescribed under Tennessee State law.

The City employs both regular service employees and Civil Service employees. All sections of this handbook shall apply to both classifications of employees, unless otherwise stated. For Civil Service employees, if any rule, section, or subsections conflict with the City’s Civil Service Act, the Civil Service Act shall be deemed as the authoritative document and shall supersede this document. For police department employees, if any rule, section, or subsections conflict with the Police Department’s General Orders, the General Orders shall be deemed as the authoritative document and shall supersede this document. For fire department employees, if any rule, section, or subsection conflicts with the Fire Department Policies and Procedures, the Fire Department Policies and Procedures shall be deemed as the authoritative document and shall supersede this document.

The enforcement and interpretation of these rules fall under the scope of the city administrator. At any time, unless otherwise instructed by City Council, the city administrator may appoint a designee of his or her choosing to carry out these responsibilities as set forth in this document.

If any rule, section, or subsection of these rules is held by any court to be invalid or unconstitutional, this shall not invalidate or impair the validity, force, and effect of any other rules, section or subsection of these rules unless it clearly appears that the other section or subsection is wholly or necessarily dependent for its operation upon the rule, section or subsection held invalid or unconstitutional.

## I. PERSONNEL POLICIES

### 1. PURPOSE AND OBJECTIVES

- A. The purpose of these policies is to establish a high degree of understanding, cooperation, efficiency, and unity among City employees fostered by a systematic application of sound procedures in personnel administration.
- B. The fundamental objectives of these personnel administration policies are to:
  - (1) Promote and increase efficiency and economy among employees of the City of Morristown;
  - (2) Inform employees as to the City's expectations of their performance, their behavior, and the City's responsibility to the employee;
  - (3) Establish uniform personnel policies.

### 2. PERSONNEL POLICY STATEMENT

The policies of the City of Morristown are established to ensure a sound program of personnel management with regards to the following:

#### A. Employment and Placement

- (1) Fill all positions in accordance with job qualifications and requirements without discrimination as to race, religion, color, sex, age, national origin, disability, military status, communication with an elected public official, free speech, public affiliation, genetic information, refusing to participate in or remain silent about illegal activities exercising a statutory constitutional right or any right under clear public policy, or any other basis protected by law and
- (2) Establish programs for the promotion, transfer, discipline, demotion, dismissal, and reassignment of personnel.

#### B. Position Classification and Pay Administration

- (1) Establish and maintain job descriptions for every position on file with the human resource department;
- (2) Review position descriptions periodically and systematically to ensure they are current and accurate;
- (3) Establish appropriate position standards and group positions in classes with similar standards; and
- (4) Conduct area wage and salary surveys periodically to provide competitive wage and salary scales.

#### C. Employee Relations and Services

- (1) Develop a system of job performance standards and evaluation procedures to inform each employee periodically and systematically of the status of his or her job performance;
- (2) Establish rules and standards governing employee conduct both on and off the job;

- (3) Administer a uniform leave program;
- (4) Provide employee grievance procedures;
- (5) Develop a document to inform employees of their responsibilities, rights, and privileges;
- (6) Provide and maintain a safe and healthy work environment;

#### D. Employee Development and Training

- (1) Motivate and stimulate employees to achieve their highest potential usefulness;
- (2) Encourage employees to further their knowledge base and education through workplace training;
- (3) Comply with all local, state, and federal laws requiring specialized training for employees in certain positions or occupations.

### 3. COVERAGE

- A. These policies shall cover all employees in the City service unless specifically excluded by this document, the City charter, the Civil Service Act of the City, and/or the ordinances of the City without discrimination as to race, religion, color, sex, age, national origin, disability, military status, communication with an elected public official, free speech, public affiliation, genetic information, refusing to participate in or remain silent about illegal activities exercising a statutory constitutional right or any right under clear public policy, or any other basis protected by law.
- B. All City offices and positions are divided into regular service and Civil Service. The regular service shall include all full-time and part-time positions in the City's service not covered under the Civil Service Act of the City. Civil Service shall cover those employees specifically identified as covered under the Civil Service Act. These employees include uniformed police and fire employees, with the exception of the Police Chief and the Fire Chief, except as may be otherwise provided by the Civil Service Act.

### 4. NON-DISCRIMINATION AND POLICY STATEMENTS

- A. It is the policy of the City of Morristown to ensure compliance with Title VI of the Civil Rights Act of 1964: 49 CFR. Part 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance on the grounds of race, color, sex, or national origin.
- B. It is the obligation and policy of the City of Morristown to provide equal opportunity employment to all employees and applicants for employment. No person will be discriminated against in employment because of race, color, religion, sex, age, national origin, disability, military status, communication with an elected public official, free speech, refusing to participate in or remain silent about illegal activities exercising a statutory constitutional right or any right under clear public policy, political affiliation, genetic information or any other basis protected by law.

This policy applies to all terms, conditions and privileges of employment and all policies of employment and all policies of the City, including hiring, placement, training, employee development, promotion, transfer, compensation, benefits, grievances, educational assistance layoffs, termination and retirement.

- C. The City of Morristown is a smoke-free environment and, as such, prohibits smoking in all facilities except in designated areas in compliance with Tennessee Code Annotated 39-17-1800.
- D. It is the policy of the City of Morristown to abide by all provisions of the Americans with Disabilities Act. The City of Morristown will provide reasonable accommodation(s) to qualified disabled individuals unless the accommodation(s) would pose an “undue hardship” on the City.
- E. The City of Morristown is a drug-free workplace.

## 5. ADMINISTRATION

- A. These rules shall be administered by the city administrator in conformity with the ordinance establishing a personnel system. To achieve this, the city administrator may appoint a designee of his or her choosing at any time to administer and maintain these rules.
- B. Amendments to the policies shall be made in accordance with the procedure herein. Nothing in the personnel policies document shall be deemed to give employees any more property rights in their jobs than may already be given by the City charter.

## II. CLASSIFICATION PLAN

### 1. PURPOSE

The classification plan provides a complete listing of all positions in the City and an accurate description and specifications for each position. Each position is assigned a classification that identifies its placement on the salary schedule, giving the salary range for that position. The plan standardizes titles, each of which is indicative of a range of duties and responsibilities and has the same meaning throughout the City service.

### 2. COMPOSITION OF THE CLASSIFICATION PLAN

The classification plan shall consist of:

- A. Position titles descriptive of the work of the position that identifies the class;
- B. Written specifications for each position;
- C. Physical standards for performance of the essential duties of the position;
- D. A salary range for each position, based on the grade level classification of the position and amount of experience.

### 3. USE OF POSITION TITLES AND SPECIFICATIONS

- A. Position titles are to be used in all personnel, accounting, budget appropriation, and financial records of the City. No person will be appointed or employed in a City service position under a position title not included in the classification plan. This document in no way precludes the City from using a working title different from the class title or adding position titles for improved operations within the City.

- B. Position specifications are to be interpreted in their entirety and in relation to others in the classification plan. Particular phrases or examples are not to be isolated and treated as a full definition of the position. Specifications are deemed to be descriptive and explanatory of the kind of work performed and not necessarily inclusive of all duties performed.

#### 4. USE OF THE CLASSIFICATION PLAN

The classification plan is to be used:

- A. As a guide in recruiting and examining candidates for employment;
- B. In determining lines of promotion and developing employee training programs;
- C. In determining salaries to be paid for various types of work;
- D. In providing uniform job terminology understood by all City officers and employees and by the general public.

#### 5. ADMINISTRATION OF THE CLASSIFICATION PLAN

- A. The City Council is charged with approving the classification plan of the City so that it will reflect the duties performed by each employee in the service of the City and the grade to which each position is placed.
- B. It is the duty of the city administrator to examine the nature of the position titles, make such changes in the classification plan as are deemed necessary by changes in the duties and responsibilities of existing positions, and periodically review the entire classification plan and recommend appropriate changes in allocations or in the classification plan itself.
- C. Whenever a new position is established or duties of an old position change, department heads shall submit to the human resource department or equivalent position in writing a comprehensive job description listing in detail the duties of such a position. The human resource department shall investigate the actual or suggested duties and shall then recommend to the city administrator for approval of the assignment of the position to the appropriate classification according to the classification plan. Any position without a written job description will not be advertised.

#### 6. REQUEST FOR RECLASSIFICATION

Any department head who considers a position in his or her department improperly titled or classified shall submit his or her request to the human resource department in writing who shall review the justification for the request. The human resource department will investigate and research to determine if the request is justified and will make a recommendation to the city administrator based on those findings. If the human resource department finds the request is not justified, they shall advise the department head of his or her decision.

#### 7. PAY SCALE

- A. Each position title shall have a corresponding pay classification. For purposes of determining salary, the classification shall dictate where a position is located on the pay scale vertically.
- B. The pay scale will be reviewed on an annual basis and updated as needed to reflect cost-of-living adjustments or any other changes in the pay scale as approved by City Council.

### III. COMPENSATION

#### 1. PURPOSE

The pay rates established by the City are intended to provide fair compensation for all positions in the classification plan in consideration of pay rates for other positions, general pay rates for similar employment in private establishments, other public jurisdictions in the area, cost of living data, the financial condition of the City, and other factors.

#### 2. EXEMPTION STATUS

For purposes of determining eligibility for overtime, each position within the city will be classified as “exempt” or “non-exempt.” The exemption status of positions is reviewed constantly in order to assure compliance with the FLSA regulations. A complete listing is available in the human resource department.

#### 3. EXEMPT EMPLOYEES

Exempt employees will be paid on a fixed salary basis and is defined by FLSA. The amount of their pay will not change regardless of hours worked. Exempt employees do not receive overtime. By the nature of their positions exempt employees may be required to work more than 40 hours per week.

- A. Exempt employees shall receive hour for hour compensatory time for time worked over 40 hours in the work week. Maximum amount of compensatory time that can be held by an exempt employee is 50 hours. The unused balance of compensatory time will be carried over at the end of the calendar year.
- B. Any time worked over the 40 hours shall be approved by supervisor/department head. If not approved, the employee will be subject to disciplinary action.
- C. City holiday hours will count toward as time worked but taking vacation time, sick time, compensatory time, birthday or floating holiday will not be factored as hours worked for the purpose of earning compensatory time.

#### 4. NON-EXEMPT EMPLOYEES

Non-exempt employees will be paid on an hourly rate basis and are paid for all time actually worked.

##### A. Overtime Pay

- (1) Overtime pay shall be awarded in accordance with the FLSA, with modifications. Overtime will not be worked unless deemed to be in the public interest or to preserve public health and safety. Overtime work must be authorized by the department head before being worked, except in case of an emergency. Department heads may adjust work schedules during the work period to minimize the number of overtime hours earned at the end of a work period. Any overtime worked that has not been authorized is subject to disciplinary action up to and including termination.
- (2) Overtime hours earned at the end of a work period will be compensated according to the FLSA provisions at a rate of 1½ times the employee's regular rate. Work period for non-exempt fire department employees is 28-days. Overtime pay is calculated based upon the number of hours physically worked by an employee and City approved holidays (not



including floating holiday or birthday). In other words, holidays are considered as time worked. Holidays are listed under Benefits (Section V.-1A.)

- (3) City hours will count toward overtime hours, but taking vacation time, sick time, compensatory time, birthday or floating holidays will not be factored as hours worked for the purpose of overtime calculation or compensatory time.

#### B. Compensatory Time

- (1) At the employee's discretion, qualifying overtime hours earned may also be paid with compensatory time at a rate of 1½ times the hours worked in accordance with the FLSA. Once an employee chooses to earn compensatory time in lieu of overtime, they may not convert compensatory time into pay except on separation or as otherwise specified herein.
- (2) Compensatory time may be used by an employee as time off with the approval of his or her supervisor and department head.
- (3) Employees may be required to use compensatory time at the direction of the department head.
- (4) Maximum amount of compensatory time that can be held by a non-exempt employee is 200 hours. If a non-exempt employee transfers into an exempt position, all compensatory time will be paid out at the employee's pre-transfer rate of pay, except that the employee will have the option to maintain a balance of up to 50 hours.
  - (a) Where and as provided for by law, the City Administrator may authorize non-exempt employees in certain circumstances to accumulate more than 200 hours of compensatory time. Such approvals shall be time limited. Examples may be for employees attending public safety academies. In any such case that employees accumulate more than 200 hours, a plan will be established for using time in excess of 200 hours over the following year.
- (5) Non-exempt employees who continue to work overtime after reaching the maximum amount of compensatory time must thereafter be paid overtime wages as they are incurred.

#### C. Minimum Wages

- (1) In accordance with the FLSA, no employee, whether full-time, part-time, or probationary, shall be paid less than the federal minimum wage unless they are expressly exempt from the minimum wage requirement by FLSA regulations.

#### D. On-Call Time

- (1) Non-civil service employees who perform functions that are necessary for the proper maintenance and functioning of City services may be eligible for on-call pay. It is the duty and responsibility of each on-call employee to be available by cell phone or other means approved by his or her supervisor at all times. Employees must be able to respond to a call-back within 30 minutes after receiving notice.
- (2) An employee on-call who fails to respond to an emergency call within 30 minutes may be subject to disciplinary action. The supervisor or lead person shall be responsible for determining which employees are designated for on-call. The City will compensate an on-call employee for two (2) hours at his or her base rate for each 24-hour period they are on call.

#### E. Call-Back Pay

- (1) When an on-call employee is called out, they shall receive two (2) hours minimum pay for the first call-out each day.
- (2) Subsequent call-outs will be paid for actual time worked. If call-out hours result in overtime hours for the work period, such overtime pay will be awarded in accordance with the FLSA.

#### 5. RAISES

All raises given to City employees are subject to approval by City Council in the annual budget. Raises can be given for the following:

- A. Promotion;
- B. Anniversary of employment;
- C. Cost of Living Adjustment (COLA);
- D. Merit;
- E. Change of Duties; or
- F. As provided for in the annual budget approved by City Council.

#### 6. PAYCHECKS

- A. Timesheets, signed by the employee, accurately reflecting time worked, and affirmed by their supervisor, are the basis for documenting time worked and are required of all employees. Accurately completing timesheets requires employees to associate time worked with the actual day(s) worked and, likewise, to associate leave days (and types of leave) with the actual day(s) away from work. All employees of the City of Morristown shall be paid on a biweekly basis. Friday is officially designated as payday. If the City will be closed for a holiday on Friday, payday will be the last working day prior to that Friday. If an employee has questions about his or her work time, salary, deductions, or any other paycheck related issue, they are to inform his or her supervisor and/or department head immediately.
- B. The final paycheck for a resigning, dismissed, terminated or retiring employee will be made available on his or her regular payday, but no more than 21 days after the date of separation. In unusual circumstances, a department head may request arrangements for earlier payment from the Finance department with Finance approval.
- C. Employees are responsible for their paychecks after they have been issued. Checks lost or otherwise missing should be reported immediately to the payroll department so that a stop-payment order may be initiated. The Finance/Purchasing Director will determine when a new check should be issued to replace a lost or missing check. Employees losing more than two paychecks within a twelve (12) month period will be charged an amount equal to the stop-payment fee charged to the City.
- D. Current employees are strongly encouraged to receive their pay via direct deposit to a checking or savings account of their choice. Employees who select this option will still receive a pay stub detailing the wages earned, deductions, and net pay. New employees after January 1, 2013, shall receive their pay via direct deposit.

## 7. PAYROLL DEDUCTIONS

By law the City is required to deduct, where applicable, federal withholding taxes, Social Security taxes, and garnishments from any employee's pay. The following deductions will be made only when required by law or authorized by an employee:

- A. Federal Income Tax - Federal taxes are withheld from employees' paychecks based on the number of dependents claimed by each individual. Employees are required to keep on file with the City a copy of the W-4 form. In the event of changes an employee's exemption status, a revised W-4 must be filed before payroll deduction adjustments will be made;
- B. Social Security - Social Security payments and deductions will be made according to the Social Security Act. The insurance/payroll clerk shall keep such records and make such reports as may be required by applicable state and federal laws or regulations;
- C. Tennessee Consolidated Retirement System - All regular full-time employees of the City participate in TCRS. A percentage of each check will be automatically deducted. The amount will be set by TCRS. For more information on the TCRS system, please refer to your TCRS information booklet or the human resource department;
- D. Garnishments - The City will garnish the wages of an employee in compliance with any properly filed and served legal notices. The City will make no effort to assist the employee with discontinuing the garnishment. All decisions will be based upon the legal notices and guidelines in possession of the City;
- E. Others - Other deductions may become required by changes in local, state or federal law. The City reserves the right to make these deductions in compliance with all changes.

## 8. NEW HIRE COMPENSATION

- A. When a new employee begins his or her employment with the City, they will be compensated within the range for the classification of the position.
- B. The city administrator, in consultation with the department head, will determine the starting rate for the new employee.

## 9. ADDITIONAL PAY TYPES

- A. Perfect Attendance – If funded, this pay is remitted to full time employees who have not used sick time during a calendar year. The employee must be employed from January 1 to December 31 to be eligible. Perfect attendance pay is not prorated if employee leaves during the year.
- B. Degree Pay – If funded, degree pay is paid only to Civil Service employees for completion of degree programs approved in advance by the Department Chief and City Administrator and when documentation of completion is received in payroll. This pay will not be retroactive to any prior dates than when the information is received in payroll. Only degree programs relative to the employee's position or future with the City and earned from verified, accredited institutions will be eligible.
- C. Longevity Pay – If funded, this pay is remitted to full time employees who have been employed with the city a minimum of 5 years from hire date
- D. Flying Five- If funded, this pay is remitted to full time employees. Employee must be employed prior to December 1 to be eligible for payment.

E. Christmas Bonus- If funded, this pay is remitted to full time employees. Employee must be employed prior to December 1 to be eligible for payment.

F. Non Smoking- If funded, this pay is remitted to full time employees who do not use tobacco products.

#### IV. EMPLOYMENT

##### 1. APPLICATIONS

A. The City of Morristown shall make every effort to attract qualified applicants for various types of positions. In so doing, the City shall prepare and publicize vacancies when they occur. Notice of vacancies shall be posted in City Center. Notices may be published in the newspaper or distributed to other media as it is deemed appropriate to provide notice of the vacancy to as many qualified persons as possible. The Human Resource Department will determine if a notice is posted internally only or advertised publicly.

B. All employment applications are received at City Center by the human resource department. Applications are kept on file for one year. If a position opening occurs within one year the City may request another application to be completed to ensure all information is up to date. After one year, it is the responsibility of the applicant to reapply. The City shall make reasonable accommodations in the application process for applicants with disabilities making a request for such accommodation(s). Applications will only be accepted, with the exception of Police Department and Fire Department, when a position is advertised. All Police and Fire applications will be accepted in accordance with the Civil Service Law.

C. An applicant may be removed from consideration if they:

- (1) Decline an appointment when offered;
- (2) Cannot be located by the postal authorities; therefore, it shall be deemed impossible to so locate an applicant when a communication mailed to the last known address is returned unclaimed;
- (3) Move out of the area;
- (4) Are currently using narcotics, or their excessive use of intoxicating liquors poses a direct threat to the health and safety of others;
- (5) Is found to have been convicted of a felony or a misdemeanor involving moral turpitude as the term is defined by law;
- (6) Has made an intentionally misleading or false statement of material fact or intentional omission on the application;
- (7) Does not file the application within the period specified in the application/examination announcement or does not use the prescribed form or uses a different format than allowed as a reasonable accommodation;
- (8) Was previously employed by the City and was terminated for cause or resigned not in good standing.

##### 2. RECRUITMENT BY EXAMINATION

- A. All appointments in the City service shall be made according to merit and fitness and may be subject to competitive examination. All such examinations shall fairly and impartially test an applicant's proficiency relevant to the capacity and fitness of the applicant to efficiently discharge the duties of the position to be filled.
- B. It shall be the decision of the department head and human resource department to determine whether or not examinations will be used in determining the best applicant for each position. Because of the wide variety of positions within the City, the City may choose to use examinations on a position-by-position basis.
- C. Civil Service positions will be filled according to the procedures outlined by the Civil Service Act.

### 3. TYPES OF EXAMINATIONS

The examinations held to establish eligibility and fitness for any class may consist of one or more of the following parts as determined by the human resource department. The City will make reasonable accommodations in the examination process to disabled applicants requesting such accommodations.

- A. Written Test - This test, when required, may include a written demonstration designed to show the applicant's familiarity with the knowledge required in the class of positions to which they are seeking appointment or the applicant's behavioral and/or personality traits.
- B. Oral Test - This test, when required, shall include a personal interview when the ability to deal with others, to meet the public, and/or other personal qualifications are to be evaluated. An oral interview may also be used in examinations when a written test is unnecessary or impractical or as a reasonable accommodation for someone unable to take a written test due to a disability.
- C. Performance Test - This test, when required, shall involve performance tests as would aid in determining the ability and manual skills of applicants to perform the work involved. The performance test may be given a weight in the examination process or may be used to exclude from further consideration applicants who:
  - (1) cannot perform the essential functions of a specific position due to a disability that cannot reasonably be accommodated;
  - (2) pose a direct threat to themselves or others; or
  - (3) are unable to perform the essential functions of a specific position due to a temporary condition or disability not protected by the ADA.
- D. Physical Agility Test - When required, the physical agility test consists of job-related tests of bodily conditioning, muscular strength, agility, and physical fitness of job applicants for a specific position. This test may be given a weight in the examination process, or it may be used to exclude from further consideration applicants who do not meet the minimum required standards.
- E. Pre-employment Drug Test - After a conditional offer of employment, applicants for certain classes may be required to take a drug test in accordance with the City's drug testing policy. A positive result on the drug test shall result in an applicant being denied employment.

### 4. NOTIFICATION AND INSPECTION OF EMPLOYMENT EXAMINATION RESULTS

Each person who takes an employment examination shall be notified by first-class mail or other appropriate means of his or her standing or of his or her passing or failing.

## 5. RESIDENCY

- A. Employees of the City of Morristown may reside within a reasonable driving distance from their assigned work location. The length of their daily commute should not interfere with the standards of being to work on time for all work assignments.
- B. While Civil Service personnel are not subject to specific residency requirements, the Police Chief and/or Fire Chief may establish internal policies including reasonable response time requirements for Civil Service personnel to be eligible to serve in certain roles or on certain special assignment units.

## 6. MEDICAL EXAMINATIONS AND GENERAL PHYSICALS

### Pre-employment:

- A. Following a conditional offer of employment, every prospective employee, will be examined by a licensed medical physician designated by the City and undergo a pre-employment drug screen. This exam will determine whether prospective employees can perform the essential functions of the position offered. The cost of this medical examination shall be borne by the City.
- B. A prospective employee who is unable to successfully perform the essential functions tested for in the medical examination will have his or her offer of employment by the City withdrawn only if they:
  - (1) Cannot perform the essential functions due to a disability that cannot reasonably be accommodated;
  - (2) Pose a direct threat to themselves and/or others; or
  - (3) Are unable to perform the essential functions due to a temporary condition or disability not protected by the ADA.

### Post-employment:

- C. All employees of the City may, during their employment, be required by their department head, with the approval of the human resource department, to undergo periodic examinations to determine their physical and mental fitness to continue to perform the work of their position. This periodic examination shall be at no expense to the employee. Determination of physical or mental fitness will be made by a physician designated by the City.
  - (1) Fire suppression personnel may be required to complete a Candidate Physical Ability Test (CPAT/MPAT). The MPAT will be inclusive of 3 levels of completion status:
    - 1<sup>st</sup> Level- Participant will complete within 10 minutes and 20 seconds and will be awarded 12 hours compensatory time.
    - 2<sup>nd</sup> Level- Participant will complete the test, necessary to maintain employment.
    - 3<sup>rd</sup> Level- Participant cannot complete test. Participant will be referred to a physician for evaluation and to create a fitness action plan to enable them to pass the test within twelve months. The fitness action plan must be submitted to the Training Office within 30-days

of failing to pass the test. Participant shall elect to use a physician of their own choosing at their own cost. If participant is unable to pass the test within twelve months, he/she will be considered unfit or unable to perform the essential functions of fire suppression personnel and be separated from City employment.

- D. When a City employee is reported by the examining physician to be physically or mentally unfit to perform work in his or her position for which they are employed, the employee may, within ten (10) days from the date of his or her notification of such determination, indicate in writing to the human resource department, his or her intention to submit the question of his or her physical or mental fitness to a physician of his or her choosing.
- E. In the event there is a difference of opinion between the examining physician designated by the City and the physician chosen by the employee, a third physician shall be mutually agreed upon and designated by both physicians. The third physician's decision shall be final and binding as to the physical or mental fitness of the employee. The City shall pay its physician, the employee shall pay his or her physician, and the third physician shall be paid 50% by the City and 50% by the employee.
- F. An employee determined to be physically or mentally unfit to continue in his or her position may be demoted according to these rules, or they may be separated from the City service only after it has been determined that they:
  - (1) Cannot perform the essential functions due to a disability that cannot reasonably be accommodated;
  - (2) Pose a direct threat to themselves and/or others; or
  - (3) Are unable to perform the essential functions due to a temporary condition or disability not protected by the ADA.
- G. Random Drug screens will be performed on a regular basis on all safety-sensitive personnel and any employee that drives any City owned vehicle.

## 7. MINIMUM AGE

The FLSA requires that employees of state and local governments be at least 16 years old for most non-farm jobs and at least 18 years old for non-farm jobs declared hazardous by the secretary of labor. Minors 14 and 15 years old may work outside school hours under certain conditions. Civil Service applicants must be a minimum of 21 years of age before they are eligible for hire.

## 8. TYPES OF REGULAR SERVICE EMPLOYEES

Employees of the City of Morristown are generally classified as one of the following:

- A. Regular Full-time Employee - A regular full-time employee is an employee who is scheduled to work a minimum of 40 hours per week (or a minimum of two (2) shifts per week in the case of firefighters) is paid either an hourly rate or annual salary, is subject to all conditions of employment, and receives all benefits offered by the City unless specifically excluded by the City charter, code, or ordinance. Regular full-time employees serve a six-month probationary period, during which time they may be dismissed without cause. Nothing in this document is to be interpreted as giving employees any more property rights in their jobs than may already be given by the City charter.



- B. Part-time Employee - A part-time employee is an employee who works part-time hours on a regular basis who may not work on a daily basis and whose hours cannot exceed 30 hours per week or 1,500 in a 12-month period unless approved by the city administrator. Part-time employees are not eligible for City benefits.
- C. Volunteer Employee - A volunteer is an individual who works for the City for no compensation. The City may provide uniforms and workers compensation.
9. VACANCIES, APPOINTMENTS, PROMOTIONS, DEMOTIONS, TRANSFERS AND REASSIGNMENTS IN THE REGULAR SERVICE
- A. Pursuant to the City charter, the city administrator has the authority to appoint, promote, demote, reassign, transfer, suspend, and remove all regular service employees of the City of Morristown. All regular service vacancies in the City service shall be filled by original appointment, re-employment, promotional appointment, provisional appointment, transfer, or demotion.
- B. Whenever a department head desires to fill a vacancy, a request for appointment will be submitted to the city administrator or human resource department.
- C. If a former employee is rehired within 6 months of separation, the employee will retain their years of service and the benefits connected with years of service. If hired after that date, the employee's previous year(s) of service will not be considered for benefits. This policy does not affect Civil Service scoring regarding points for seniority purposes.

(1) Vacancies

(a) Vacancies occur within the City for the following reasons:

- termination;
- promotion;
- transfer;
- resignation;
- retirement;
- new positions;
- various types of leave.

(b) When a position becomes vacant, the City may elect to not fill the position. If the City does elect to fill the position, the city administrator may make an appointment.

(2) Appointments

(a) Appointments to positions with the City are made by the city administrator and fall into four categories. They are:

- Original Appointments - Also referred to as a "new hire." Original appointments occur when a candidate is offered conditional employment. Compensation for this group will be based on his or her job title and will fall in between the ranges determined by the classification of the position. Within the range for the

classification, consideration in establishing initial compensation may include experience, education, and/or special skills related to the position as well as equitability within the classification and/or department.

- Interim Appointments - When the City is unable to fill a vacancy because of an insufficient number of applicants, a lack of qualified applicants, or due to the need to fill a position left vacant due to a temporary situation (such as a position in which an employee will be out for an extended medical leave), the city administrator may authorize the department head to fill the vacancy by an interim appointment. Interim appointments require the prior approval of the city administrator. Compensation for this group will be consistent with pay raises for any other promotion or the minimum pay for the position's classification, whichever is greater. At the end of the interim appointment the employee will return to his or her original position and rate of pay.
- Emergency Appointments - The city administrator may authorize the appointment of any qualified person to a position to prevent a halt in public business or loss or serious inconvenience to the public. Emergency appointments shall be limited to a period not to exceed 30 days in any 12-month period. Emergency appointees may be City employees or non-employees. Compensation for an emergency appointee will be determined by the city administrator.
- Student Appointments - Also referred to as "intern." Students majoring in a field of value to the City and attending (or recently attended) an educational institution may be employed on an internship basis for a period not to exceed 12 months. The appointment must be approved by the city administrator.

### (3) Promotions

- (a) A promotion is assigning an employee from one position to another that has a higher maximum pay rate, rank, and responsibility. Promotions in every case must involve a definite increase in duties and responsibilities and shall not be made merely for the purpose of increasing an employee's compensation.
- (b) It is the policy of the City to make every effort to promote from within when possible. Vacancies in positions above the lowest rank in any category in the regular service shall be filled as far as practicable by promoting employees. Not every vacancy will be able to be filled from within. The human resource department will determine how a position will be advertised (internal/external) in consultation with the department head.
- (c) The criteria for promoting an employee will be as follows:
  - Ability of employee to perform tasks applicable to the position;
  - Previous work experience applicable to the position, regardless of place of employment;
  - Education and training applicable to the position;
  - Service record of the employee, including but not limited to: prior disciplinary action, attendance record, and safety record;
  - Supervisor's recommendation.

- (d) After deciding on a candidate for promotion, the department head shall inform the city administrator who will either accept or reject the recommendation. The final decision will rest with the city administrator.
- (e) When an employee in one classification is promoted to a position in a higher classification, the employee's salary shall be raised to the minimum rate of the new classification or 5%, whichever is greater. The City Administrator may approve an increase other than established here for reasons of remaining competitive with market conditions and/or remaining equitable within the classification, department, etc.
- (f) After the promoted employee successfully completes a probationary period of at least six months, they will receive an additional 5% increase.

(4) Combined positions

- (a) When positions are combined, the city administrator will determine the appropriate classification and pay for the new, combined role, and if occupied, will determine the appropriate change in compensation based on the resulting duties of the combined role.

(5) Lateral Transfer

- (a) When an employee desires to transfer from one position to another, it must be agreeable to both department heads involved and approved by the city administrator. Transferring an employee from one position to another without significant change in the responsibility level may be effective:
  - When the employee meets the qualification requirements for the new position;
  - The transfer is in the best interest of the City;
  - The transfer meets the personal needs of the employee as consistent with the other requirements of this rule;
  - As a reasonable accommodation when an employee is unable, due to a disability, to continue to perform the essential functions of the job, and/or
  - When a position is eliminated
- (b) An employee who transfers from one City department to another will retain and carry forward all benefits earned, accrued, or both as of the date of transfer. As a general rule, lateral transfers do not result in an increase in compensation.

(6) Demotions

- (a) A demotion is assigning an employee from one position to another that has a lower classification. An employee may be demoted for any of the following reasons:
  - Because his or her position is being abolished and they would otherwise be laid off;
  - Because his or her position is being reclassified to a higher classification and the employee lacks the necessary skills to successfully perform the job;
  - Because there is a lack of work and/or a lack of funds;

- Because another employee, returning from authorized leave granted in accordance with the rules on leave, will occupy the position to which the employee is currently assigned;
  - Because the employee does not possess the necessary qualifications to render satisfactory service to the position they hold;
  - Because the employee voluntarily requests such a demotion, and it is available;
  - As a reasonable accommodation when an employee, due to a disability, becomes unable to perform the essential functions of the job;
  - As a form of disciplinary action.
- (b) When an employee in one classification is demoted to a position in a lower classification, the employee's new salary shall be at the same point of progression proportionally in the new classification within the range as he or she had been on his or her previous classification.

#### (7) Reassignments

- (a) A reassignment is when an employee's job title, function, duties or responsibilities may change, but his or her pay grade does not. A reassignment may be permanent or temporary. It is similar to a transfer; however, a reassignment may be implemented by a department head without a request from an employee. A reassignment may be implemented under one of, but not limited to, the following:
- Reassignment is in the best interest of the City;
  - As a reasonable accommodation when an employee is unable, due to a disability or injury, to continue to perform the essential functions of the job for a permanent or temporary period of time. This reassignment must be to a position classified in the same pay class (see Demotion above for reduced pay);
  - When a position is eliminated.
- (b) An employee who refuses a reassignment may be subject to disciplinary action up to and including termination.

### 10. CITIZENSHIP AND IMMIGRATION STATUS VERIFICATION

The City will not discriminate on the basis of a person's national origin with regard to recruitment, hiring, or discharge. However, the City will not knowingly employ any person who is or becomes an unauthorized immigrant. In compliance with the Immigration Reform and Control Act, all employees hired after Nov. 6, 1986, regardless of national origin, ancestry, or citizenship, must provide documentation to verify identity and employability. The documentation must be provided before employment.

### 11. PROBATIONARY PERIOD

- A. The probationary period is an integral part of the employment process and shall be used for: closely observing the employee's work, securing the most effective adjustment of a new or promoted employee to his or her position, and rejecting any employee whose performance does not meet work standards. The probationary period will apply in the following situations:

- (1) All new City employees, regardless of type of service or hours worked;
  - (2) Any employee promoted, transferred, demoted or whose core job responsibilities have been altered;
  - (3) Any employee who has been disciplined more than three (3) times in a 12 month period, and the department head wishes to place the employee on probation;
  - (4) Any employee who has been suspended for any reason.
- B. The probationary period shall be for a period of six (6) months (Civil Service employees' probationary periods are outlined in the Civil Service Act of the City of Morristown). Department heads may request an extension of any employee's probationary period for up to six (6) additional months by contacting the human resource department who shall make a recommendation to the city administrator. In no event may a probationary period be extended beyond twelve (12) months.
  - C. During the probationary period, the human resource department shall require the department head to report the observations of the employee's work and his or her judgment of the employee's willingness and ability to perform the duties assigned. During the probationary period, the supervisor will inform the employee when his or her performance is unsatisfactory and does not meet the probationary test requirements. During the probationary period, any new employee may be terminated at any time without cause or right of appeal.
  - D. Employees who have been promoted, transferred, or whose core job responsibilities have been altered, may be returned to his or her previous position or reassigned by his or her supervisor and/or department head if his or her performance is not satisfactory, if the position is vacant. Employees who have been demoted may be terminated.
  - E. A written performance evaluation/appraisal shall be completed by the department head at least 10 days prior to the expiration of an employee's probationary period. At this time, the department head shall notify the human resource department if the employee's service has been satisfactory and whether they will continue to employ the individual on an at-will basis. Nothing in the personnel policies document shall be deemed to give employees any more property rights in their jobs than may already be given by the City charter.
  - F. Sick leave and annual leave will accrue during the probationary period. A new employee may use annual leave, sick leave or compensatory leave during his or her probationary period on an emergency basis or as agreed upon with his or her department head. Holiday pay will be received and the employee may use his or her birthday holiday. New employees may not donate sick leave or receive donated sick leave from other employees. Civil service employees cannot appeal employment actions, including termination, to the Civil Service Board during his or her probationary period.

## 12. FIRST DAY OF EMPLOYMENT

After an applicant has been selected to fill a job vacancy by the department head and has been approved by the city administrator, the new employee shall be required to complete or provide the following documents and forms before beginning work:

- A. W-4 form;
- B. Signed acknowledgment form indicating receipt of the employee handbook/personnel manual and ethics policy;

- C. Immigration Control and Reform Act form (I-9);
- D. A copy of educational certification, professional license, or certificate, if any, required per the job description;
- E. Emergency telephone numbers;
- F. A copy of driver's license (if the position requires driving a City vehicle);
- G. List of dependents as required by Consolidated Omnibus Budget Reconstruction Act (COBRA);
- H. Signed acknowledgement of drug policy;
- I. Direct deposit information for payroll processing.

### 13. MOONLIGHTING/OUTSIDE EMPLOYMENT

- A. For purposes of this section outside employment shall be defined as any employment not compensated by the City of Morristown. Volunteer activities are excluded from this section.
- B. With the approval of the employee's department head and confirmation from the city administrator, employment outside of the City service is permissible, provided that there is no conflict of interest or impairment of work performance for the City of Morristown and that said outside employment is not likely to reflect unfavorably, discredit or create embarrassment for the City. Before outside employment begins, employees must present a written request describing the work to be performed for approval to his or her department head and City Administrator. This documentation shall be verified on an annual basis by the Human Resource Department.
- C. Employees missing work because of sickness or injury that can be attributed to a second job will not receive pay or other normal benefits for time lost from his or her City job. Approval of a second job may be withdrawn at any time.

### 14. HOURS OF WORK/WORKWEEK

- A. The department heads, with the approval of the City Administrator, shall establish hours of work per week for each position in his or her department which shall be determined in accordance with the needs of service and which shall take into account the reasonable needs of the public who may be required to do business with various City departments. Flexible working hours may be approved on a temporary or limited basis for employees with the approval of his or her supervisor and department head.
- B. Due to the wide variety of services provided by the City, the work hours may vary from position to position, and flexible working hours cannot be implemented. Certain positions have a direct impact on the safety and well-being of the general public, and employees in those positions may be required to work weekends, holidays, nights, and other hours not traditionally considered to be "normal business hours."
- C. At no time shall the established work hours be in conflict with the Fair Labor Standards Act.

### 15. ATTENDANCE AND TARDINESS

- A. It is essential that City employees are present and on time for work. The City requires employees to be present and at his or her assigned work stations ready to work when their shift

or workday is scheduled to begin. Employees who are not ready to begin work at their assigned times will be considered tardy and will be disciplined according to the City's progressive discipline policy (see section XIII for information regarding progressive discipline). Excessive tardiness can result in termination from City employment.

- B. All annual leave and compensatory leave used must first be approved by the employee's supervisor and/or department head. Excessive absenteeism will be subject to disciplinary action. Employees will be considered as having excessive absenteeism if they miss two (2) days within a 30-calendar day period, three (3) days within a 90-calendar day period, or four (4) days within a 180-calendar day period without scheduling annual leave time off in advance with their supervisor and/or department head. Exceptions to this include the use of sick leave for legitimate circumstances as prescribed in the City's sick leave use policy, deaths in the family, and injuries occurring during work.

## 16. NEPOTISM

- A. For purposes of this section, "relatives" shall be defined as: brother, half-brother, sister, half-sister, husband, wife, son, daughter, step-son, step-daughter, father, mother, step-father, step-mother, grandmother, grandfather or any relative currently living in the same household as any current full-time City employee or Councilmember.
- B. The City may not employ as a regular full-time employee any two or more relatives in the same department. Relatives of department heads and Councilmembers are not permitted to work for the City in any full-time capacity.
- C. If at any time it is discovered that a relationship listed above exists between two individuals in the same department and existed at the time of hire for the most recent hiring, the individuals will be given the opportunity to determine which one will resign or transfer. If the two cannot come to an agreement, the employee with the least amount of seniority will be terminated.
- D. If two or more relatives are working for the City and one becomes a department head, the other relative may remain employed by the City provided that the newly appointed department head recuses him/herself from all employment decisions which may impact his or her relative.
- E. If a relative of a full-time employee is elected to City Council, the newly elected Councilmember must recuse him or herself on all matters directly or indirectly affecting the employment of his or her relative.
- F. Any employee, regardless of rank, position, or title who becomes involved in or attempts to influence decisions affecting a relative's past, present, or future employment with the City may be subject to disciplinary action.



## V. BENEFITS

### 1. HOLIDAYS

- A. All offices and shops of the City of Morristown, except emergency and necessary operations, will be closed and employees excused on the following legal holidays:

(1)	New Year's Day	January 1
(2)	Martin Luther King Day	Third Monday in January
(3)	Good Friday	Friday before Easter Sunday
(4)	Memorial Day	Last Monday in May
(5)	Juneteenth	June 19
(6)	Independence Day	July 4
(7)	Labor Day	First Monday in September
(8)	Veterans Day	November 11
(9)	Thanksgiving Day	Fourth Thursday in November
(10)	Friday after Thanksgiving	Fourth Friday in November
(11)	Christmas Eve	December 24*
(12)	Christmas	December 25

- B. When a legal holiday falls on Saturday, offices will be closed on the preceding Friday. When a legal holiday falls on a Sunday, offices will be closed the following Monday. \*The City Council may vote to close city offices on a weekday other than December 24 if it deems appropriate.
- C. To receive compensation for a holiday, employees eligible for holiday benefits must be in a pay status (not away on leave without pay or on workers' compensation) on his or her last regular shift scheduled before a holiday and his or her first regularly scheduled shift after a holiday. It shall be the department head's responsibility to report to payroll the names, hours, and dates of employees who work holidays.
- D. Employees will also receive eight (8) hours (24 hours for Fire Department or 8, 10 or 12 hours for Police Department depending on position) of paid time off for floating holiday and eight (8) hours (24 for Fire Department or 8, 10 or 12 hours for Police Department depending on position) for employee's birthday. These days may be used at the discretion of the employee and his or her supervisor/department head. This leave must be used within one year when accrued and cannot be carried over.

### 2. HOLIDAY PAY

- A. All full-time employees (except for fire and police departments) excused in observance of an official holiday as outlined above shall be compensated on an eight-hour basis at their regular straight-time pay rate in effect as of that date.

- B. When an employee, except for the police and fire departments, must work on the day the City observes a holiday, they shall receive eight (8) hours holiday pay plus straight or overtime pay (depending on the total number of hours worked for the workweek) for actual time worked. Any police officer or firefighter whose shift falls on a holiday (day designated by the City) shall receive double time for his or her regular shift. When a holiday falls during a police or fire officer's day off, they shall receive eight (8) hours of holiday pay at straight-time.
- C. Except for those employees already scheduled to work on a designated holiday, no employee shall work during a holiday without prior approval of the department head, except in the case of an emergency.
- D. The floating holiday and birthday shall not be used to calculate holiday pay. These are flexible day benefits. New employees will receive a floating holiday when hired. New employees will receive a birthday holiday when their birthday occurs on the calendar. Both of these days shall be used within one year of accruing the day.

### 3. ANNUAL LEAVE

#### A. Accrual of Annual Leave for Full-Time Employees

- (1) All full-time employees will receive annual leave based upon their years of service. Accrual of annual leave begins on the first day of employment as a regular full-time employee. Annual leave will be earned according to the following schedule.

- (a) All full-time employees except firefighters on shift schedule:

<u>Completed Years of Service</u>	<u>Annual Leave Accrued per Year</u>
Less than 5 years	80 hours
At least 5 years, but less than 10	96 hours
At least 10 years, but less than 15	120 hours
At least 15 years, but less than 20	144 hours
At least 20 years and up	168 hours

- (b) All firefighters on shift schedule:

<u>Completed Years of Service</u>	<u>Annual Leave Accrued per Year</u>
Less than 5 years	120 hours
At least 5 years, but less than 10	144 hours
At least 10 years, but less than 15	180 hours
At least 15 years, but less than 20	216 hours
At least 20 years and up	252 hours

- (2) For annual leave purposes, the service an individual has to his or her credit includes all time spent as a full-time employee of the City. Temporary or part-time employees reclassified as permanent full time shall earn vacation time from the date of their new

appointment to regular full-time status. No service time is given for unpaid leaves in excess of thirty (30) calendar days.

- (3) Any leave accrued in excess of 336 hours (504 hours for firefighters) will be transferred to the employee's sick leave balance. Transfers of excess leave to the sick leave balance will occur quarterly and at the time of separation. An employee who is separated from City employment shall be paid for his or her unused vacation leave up to a total of 336 hours (504 hours for firefighters) in accordance with the procedures for final paycheck issuance.

#### B. Use of Annual Leave

- (1) Annual leave may not be taken before it is earned and credited. Annual leave may be taken in whole, in part, or on a piecemeal basis throughout the year; however, all leave must be scheduled in advance for the mutual convenience of the employee and the City so proper adjustments can be made in the work schedules. The department head shall determine whether or not leave will be granted to an employee. Finance department employees must take at least five (5) consecutive working days of annual/holiday leave each calendar year.
- (2) Annual leave can only be used in increments of 15 minutes (0.25 hours), 30 minutes (0.50 hours), 45 minutes (0.75 hours) or 1 hour.
- (3) Employees who intend to use annual leave must obtain approval from his or her supervisor/department head before using leave. An employee who does not obtain prior approval may not be permitted to use annual leave. Any employee, who believes they are being unfairly treated in the scheduling and use of annual leave, should inform his or her department head or the human resource department immediately. The report will be treated as a grievance and subject to the City's grievance procedure policy (see Section X for more information on the grievance procedure).

#### 4. COMPENSATORY TIME

- A. Non-exempt employees who have elected to receive compensatory time instead of overtime will earn 1.5 hours per overtime hour worked. Maximum number of compensatory time hours that can be held by non-exempt employees is 200 hours. Employees may elect at any time to change their decision to earn overtime as compensatory time or paid overtime wages, but past overtime or compensatory time balances cannot be converted. If a non-exempt employee transfers into an exempt position, all compensatory time over will be paid out at the employee's pre-transfer rate of pay, except that the employee will have the option to maintain a balance of up to 50 hours.
- B. Exempt employees shall receive hour for hour comp time for time worked over 40 hours in the workweek. Maximum amount of compensatory time that can be held by an exempt employee is 50 hours. Any unused compensatory time at the end of the calendar year will be carried over to the next year.
- C. Compensatory time may only be used after it is earned and credited, which at the earliest is the following work period.

Non-exempt employees who continue to work overtime after reaching the maximum amount of compensatory time must thereafter be paid overtime wages as they are incurred until compensatory time balances reduced below the maximum.

## 5. SICK LEAVE

A. All regular full-time employees are given sick leave to use in situations where illness makes it difficult or impractical for an employee to report to work. Sick leave is accrued based upon two different classifications: the first is all full-time employees except firefighters, and the second is firefighters.

### B. Accruing Sick Leave

- (1) For all regular full-time employees, sick leave begins to accrue on the first day of employment. There is no limit on the amount of sick leave that can be accrued.
- (2) Full-time regular employees including police department, but excluding firefighters, will accrue sick leave at the rate of 96 hours per year (3.692 hours per bi-weekly pay period).
- (3) Firefighters will accrue sick leave at the rate of 135 hours per year ( 5.192 hours per bi-weekly pay period). This is based on the fact that firefighter schedules will include 2,920 hours or scheduled time per year, whereas other full-time regular employees are typically scheduled 2,080 hours per year; the firefighter work schedule is 40% greater, and thus, the sick time accrual is also 40% greater.

### C. Use of Sick Leave

- (1) Sick leave is a benefit provided to employees. The purpose of sick leave is to protect an employee against the loss of income should the employee face extended absence from work due to illness or injury. Generally, employees become eligible to use sick leave in the situations outlined below.
  - (a) Employees are incapacitated by sickness or a non-job-related injury, or they are seeking medical, dental, or optical diagnosis and treatment.
  - (b) Employees may jeopardize the health of others because they have been exposed to a contagious disease requiring notice from a qualified doctor, or they may jeopardize the safety of other employees.
  - (c) A member of the employee's family requires his or her care and attention due to illness or injury only when such illness or injury qualifies for, and the employee is placed on, Family and Medical Leave under the conditions of FMLA. Sick leave use cannot exceed more than 12 weeks in a 12-month period under this category.
- (2) An employee utilizing accrued sick leave shall notify his or her immediate supervisor or department head as soon as practical or within other time limits if established by the department head. This notification should include an expected date of return. Use of sick leave may require a doctor's certification prior to return to work. This certification shall state the nature of the employee's illness and certify that the employee is capable of returning to work. This certification shall be required for the following circumstances:
  - (a) When an employee misses more than two (2) consecutive working days or shifts due to illness.
  - (b) When an employee uses more than three (3) sick days in a thirty (30) day period.
- (3) If a doctor's certification is not provided, the employee may be considered as abusing sick leave and may be subject to disciplinary action. Employees who abuse sick leave or deliberately make or cause to make false or misleading statements or claims, shall be

subject to the loss of such benefits, dismissal, or such other disciplinary action as the department head deems necessary. All supervisors confirming an absence as sick leave, knowing the cause cannot be justified or failing to report the absence as required, shall be liable to the same disciplinary action as the employee.

- (4) The City reserves the right to send any employee who uses sick leave, certified by the employee's doctor, to a City designated doctor, at no cost to the employee. If the City's doctor concludes the employee is fit for duty and the employee has a note from his or her own doctor stating otherwise, the City's doctor and the employee's doctor will then agree upon a third doctor to render a decision. The medical opinion of the third doctor shall be final and determine whether an employee is able to return to work.
- (5) In the event an employee uses five (5) or more sick days within a 90 day period or ten (10) or more sick days within a twelve (12) month period, he/she will be subject to a sick leave use review (excluding FMLA/ADA leave). A review board comprised of the employee's supervisor, department head, and a representative from human resource will be established. In the event that the employee's immediate supervisor is a department head, or the employee is a department head, the assistant city administrator, and/or city administrator will serve on the board. The purpose of the review is to determine if the use of sick leave is justified or unjustified. If, in the opinion of the review board, the employee is determined to have abused his or her sick leave, disciplinary action will be taken in accordance with the City's progressive discipline program (see section XIII for information regarding progressive discipline).
- (6) Time deducted from an employee's sick leave accumulation shall be for regular scheduled work time and shall not include holidays and scheduled time off.
- (7) For all employees (except fire fighters) sick leave can only be used in increments of 15 minutes (0.25 hours), 30 minutes (0.50 hours), 45 minutes (0.75 hours) or 1 hour. For fire fighter sick leave will be taken in 3 hour increments.

#### D. Donating and Receiving Sick Leave From Other Employees

- (1) After an employee has exhausted all accrued sick leave, annual leave and comp time, an employee may use sick leave donated by other employees. Donated sick leave will be paid at the rate of the employee using the sick leave. In order to use donated sick leave, an employee must meet the following criteria:
  - (a) Have a continuing disability resulting from personal illness or injury and be unable to perform job duties.
  - (b) Have used all accrued sick leave, annual leave and comp time.
  - (c) Not be receiving any other form of compensation through Worker's Compensation benefits, social security disability benefits, other disability benefits or any retirement plan because of his or her current condition.
  - (d) Not be employed and actively at work with another employer.
- (2) Employees who donate sick leave must have at least 80 hours of sick leave accrued and may donate sick leave up to one half of their sick leave balance not to exceed 100 hours in a 12-month period. Employees may not donate sick leave when they submit notice of terminating their employment with the City. Employees who donate sick leave will have their personal sick leave accruals reduced by the amount donated and used by the recipient.

Employees are not required to donate sick leave under any circumstances. Any employee donating sick leave will remain confidential.

- (3) Just as sick leave is accrued and calculated in hourly increments, sick leave donated (and used by the recipient) is also in hourly increments. One hour donated results in one hour charged and used. Twenty-four hours donated results in twenty-four hours charged and used.
- (4) Sick leave donation forms will be time and date marked. Donated sick leave will then be used in the order that it was donated.
- (5) If the employee receiving donated sick leave returns to work before all donated sick leave has been used, the unused sick leave donation forms will be discarded and the donating employees will be notified their donated sick leave will not be used.

#### E. Sick Leave and Employees' Compensation

- (1) Upon approval by City Council in the annual operating budget, employees who do not use any sick leave or miss any work time in an unpaid status during the calendar year will be awarded a bonus equal to one week's base pay, payable in January of the next year. The employee must work the complete calendar year (January 1 thru December 31) to be eligible.
- (2) Employees may elect to receive compensatory time off to be used with the approval of their supervisor in lieu of one week's base pay. The time received will be the average number of base pay hours for which an employee is scheduled. Employees may not be eligible to receive this benefit as compensatory time if their compensatory time balances exceed allowable limits.

#### F. Sick Leave and Employees' Retirement

- (1) Currently, TCRS allows employees to use their accrued sick leave towards retirement credit. For example, an employee with 28 ½ years of actual service and 18 months of accrued sick leave accrued can retire with 30 years of service credit, even though they only worked 28 ½ years.
- (2) Employees who were previously employed by other TCRS member organizations may apply any unused accrued sick leave balances from their previous TCRS employers towards their service credit for TCRS purposes only. An official letter from the previous employer certifying any unused sick leave must be furnished to the City. These transferred sick leave balances have no monetary value and cannot be used as leave time while employed with the City.
- (3) Employees who separate from the City before retirement may request a letter certifying their sick leave balance at the time of separation. This balance does not have any monetary value; however, employees who become employed with other TCRS member organizations may receive service credit for the sick leave hours accrued.
- (4) Credit for retirement time will be based on how the employee accrues their sick time on a monthly basis.

## 6. LEAVE WITHOUT PAY

- A. Employees who have exhausted all annual leave, sick leave, and compensatory time and require additional time off may request leave without pay. If an employee is utilizing donated leave, they are not on a Leave Without Pay status.
  - (1) Except for the requirements of FMLA and other labor laws, the City is under no obligation to grant leave without pay.
  - (2) A full-time employee who is in good standing and rendering satisfactory service may be granted a leave of absence without pay for a period not to exceed one (1) year for sickness, disability, educational advancement, or for other good and sufficient reasons that are considered uncontrollable or in the best interest of the City. Such leave shall be requested in writing and must have prior approval of the immediate supervisor, department head and city administrator.
- B. An employee on leave without pay may remain under the City's insurance plans subject to the provisions and limitations of said plans, provided the employee pays both the employee share and City share of all premiums. In addition, employees on leave without pay shall not accrue sick leave or vacation credit while on leave status. Leaves in excess of thirty (30) calendar days will not count towards service credit with the City.
- C. During this period, an employee will not receive any raises other than cost-of-living adjustments approved by City Council during the budget process, which will be applied upon the employee's return. The employee's anniversary date will be adjusted according to the length of their leave when it is in excess of thirty (30) calendar days.
- D. Leave without pay may be revoked by the city administrator at any time, and the employee shall be required to return to work without right of appeal or hearing as provided herein.

## 7. MATERNITY LEAVE

- A. Under the Tennessee Maternity Leave Act (TCA 4-21-408), a female employee who has been employed full time for at least one year and who gives at least three months advance notice of her anticipated date of departure, length of maternity leave, and intentions to return to full-time employment, may be granted maternity leave for a period not to exceed four months for pregnancy, childbirth, and nursing an infant. Sick leave, annual leave or compensatory time may be used for maternity purposes; otherwise, the employee will be granted a leave of absence without pay.
- B. An employee desiring maternity leave shall notify her department head at least three months in advance so a temporary replacement may be secured if necessary. Return to work must be accompanied by a release statement from the employee's attending physician.

## 8. PATERNITY LEAVE

- A. In accordance with the Family and Medical Leave Act, male employees are eligible to take paternity leave. A maximum of 12 weeks of leave may be taken. Leave may only be taken during the first 12 months following the birth of a child or placement of an adopted child.
- B. Donated sick leave may not be used for paternity leave. Sick leave may only be used for 20 working days (10 shifts for firefighters) of paternity leave. After 20 working days, other leave may be used if available, or an employee may elect to go on unpaid leave.



## 9. BEREAVEMENT LEAVE

- A. For purposes of bereavement leave, “employee’s family” shall be defined as the following: child, parent, spouse, or sibling; to include any scenario or combination of grand- (i.e. grand-child, grand-parent), great-grand-, step-, half-, -in-law, etc.; to also include these relationships by adoption, foster, or guardianship.
- B. An employee will be granted reasonable time-off with pay up to three (3) working days, in case of death within the employee’s family. For firefighters, this will be the equivalent of one shift. In the event that the death is a child, spouse or parent of the employee, they may be granted time-off with pay up to five (5) working days (or two shifts for firefighters). The time granted an employee shall not be charged against an employee’s sick or annual leave.
- C. Employees who have to settle estate matters will be given the flexibility to handle these matters; however, any additional time taken beyond five days will be charged to the employee’s accrued leave.
- D. In the event that the death in the employee’s family requires additional time for out-of-town travel or for other good and sufficient reasons, the department head may authorize additional days leave, not to exceed three (3) working days, which shall be counted against the employee’s accrued sick leave, comp time or annual leave.
- E. An employee may request time off to attend funeral services for other family members not listed in part (A) above, or for friends and acquaintances. Any time taken off for this purpose will be charged against an employee’s annual leave balance. The City is under no obligation to grant a request.

## 10. FAMILY AND MEDICAL LEAVE

### A. Purpose

- (1) The purpose of this policy is to provide a family and medical leave policy in compliance with Public Law 103-3, titled Family and Medical Leave Act (FMLA) of 1993 and any revisions.
- (2) The Family and Medical Leave Act is a Federal statute with which the City is required to comply. This section may be subject to change based upon changes to the Federal FMLA regulations.
- (3) The required FMLA paperwork can be obtained from the human resource Department. All costs associated with the completion of the paperwork shall be borne by the employee.

### B. Guidelines

- (1) Employees who have worked at least 12 months for the City of Morristown and who have worked at least one thousand-two hundred-fifty (1,250) hours during the preceding twelve (12) month period prior to a leave request are considered to be “eligible employees” under FMLA. An eligible employee may take up to twelve (12) weeks of paid or unpaid FMLA leave, depending upon the availability of accrued vacation and sick leave, in a twelve (12) month period for the birth of a child or the placement of an adopted or foster care child. Leave may also be taken to care for a child, spouse, or parent who has a serious health condition. The right to take leave applies equally to male and female employees who are eligible. Also see paragraph 7(A) above of this same section for additional details applicable to maternity leave.

- (2) FMLA leave for the purpose of caring for a newborn child or a newly placed adopted or foster care child must be taken before the end of the first 12 months following the date of birth or placement.
- (3) Upon the birth or prior to the birth, an expectant mother may take leave for necessary medical care and if her condition renders her unable to work. Similarly, adoption or foster care leave may be taken upon the placement of the child. Leave may begin prior to the placement if absence from work is required for the placement to proceed.
- (4) An employee may take FMLA leave to care for a parent or spouse of any age who, because of a serious mental or physical condition, is in the hospital or other health care facility. An employee may also take leave to care for a spouse or parent of any age who is unable to care for his or her own basic hygiene, nutritional needs, or safety. Examples include a parent or spouse whose daily living activities are impaired by such conditions as Alzheimer's disease, stroke, recovery from major surgery, or the final stages of terminal illness.
- (5) An eligible employee who is unable to perform the functions of his or her position because of a serious health condition may request up to 12 weeks FMLA leave.
- (6) Qualifying Exigency Leave – Eligible employees who are the spouse, son, daughter, or parents of a military member may take up to 12 weeks of FMLA leave during a 12-month period to address the most common issues that arise when a military member is deployed to a foreign country, such as attending military sponsored functions, making appropriate financial and legal arrangements, and arranging for alternative childcare. This provision applies to the families of members of both the active duty and reserve components of the Armed Forces.
- (7) Military Caregiver Leave – Eligible employees who are the spouse, son, daughter, parent or next of kin of a covered service member may take up to 26 weeks of FMLA leave during a single 12-month period to care for the service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty on active duty. This provision applies to the families of members of both the active duty and reserve components of the Armed Forces.

All full-time employees are required to follow this policy if they meet the guidelines of FMLA.

#### C. Serious Health Condition

- (1) A “serious health condition” is a physical or mental condition that involves:
  - (a) An overnight stay in a hospital, hospice, or residential medical care facility; or
  - (b) Absence from work, school, or other regular daily activities for more than 3 days for regular employees and 2 shifts for fire fighters and continuing treatment by a health care provider; or
  - (c) A chronic or long-term illness that is incurable or so serious that, if not treated, would likely result in incapacity for more than three days.
- (2) Employees must meet one of the requirements outlined above to be considered for FMLA leave.

#### D. Use of Paid Leave

- (1) Employees who have been granted FMLA leave can use any type of paid leave they have available for their leave period with the exception of sick leave used for paternity leave. Male employees may only use up to 4 weeks of sick leave in the event of the birth of a child or placement of an adopted or foster child. Other paid leave may be used if the employee elects to take more than 4 weeks of leave time. If no leave is available, the leave will be unpaid until the employee elects to return to work, or the full 12 weeks of leave time has been taken.
- (2) Employees shall use any balance of sick leave, vacation leave, compensatory leave, or employee's birthday holiday prior to beginning unpaid leave. The combination of sick leave, vacation leave, compensatory leave, employee's birthday holiday, and unpaid leave may not exceed 12 weeks.
- (3) Employees may use donated sick leave only after all other leave has been exhausted.

#### E. Right to Return to Work

- (1) On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or the employee may be assigned to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee is entitled to such reinstatement even if the employee has been replaced, or his or her position has been restructured to accommodate the employee's absence.
- (2) If the employee is unable to perform the essential functions of the position because of a physical or mental condition, including the continuation of a serious health condition, the employee has no right to restoration to another position under the FMLA. However, the employer's obligations may be governed by the Americans with Disabilities Act.
- (3) An employee will be required to report periodically to the City the status and the intention of the employee to return to work. Any employee who has been on FMLA leave for more than two weeks will be required to submit written notification two weeks before his or her expected date of return.
- (4) Before return is granted, employees who have taken FMLA leave under this policy must furnish the City with a medical certification form from the employee's health care provider that the employee is able to resume work.

#### F. Notification and Scheduling

- (1) An eligible employee must provide the employer at least 30 days advance notice of the need for leave for birth, adoption, or planned medical treatment when it is foreseeable. This 30-day advance notice is not required in cases of medical emergency or other unforeseen events, such as premature birth or sudden changes in a patient's condition that require altering scheduled medical treatment.
- (2) Parents who are awaiting the adoption of a child and are given little notice of the availability of the child may also be exempt from this 30-day notice.
- (3) It is the City's responsibility to designate leave in writing as FMLA leave and to notify the employee. The City reserves the right to determine placement of an employee on FMLA leave provided the leave meets the criteria. Employees may not retroactively claim that paid or unpaid leave was for FMLA.

## G. Certification

- (1) The City reserves the right to verify an employee's request for FMLA leave. If an employee requests leave because of a serious health condition or to care for a family member with a serious health condition, the City requires that the request be supported by certification from the health care provider of either the eligible employee or the family member, as appropriate. If the City has reason to question the original certification, it may, at the City's expense, require a second opinion from a different health care provider chosen by the City. That health care provider may not be employed by the City on a regular basis. If a resolution of the conflict cannot be obtained by a second opinion, a third opinion may be obtained from another provider, and that opinion will be final and binding.
- (2) This certification must contain the date on which the serious health condition began, its probable duration, and appropriate medical facts within the knowledge of the health care provider regarding the condition. The certification must also state the employee's need to care for the son, daughter, spouse, or parent and must include an estimate of the amount of time the employee is needed to care for the family member. Medical certifications will be treated as confidential and privileged information.
- (3) Maintenance of Health and COBRA Benefits During Unpaid Leave
  - (a) The City will maintain health insurance benefits during periods of FMLA leave without interruption. Employees will be responsible for paying their portion of the health insurance premium.
  - (b) The City has the right to recover from the employee all health insurance premiums paid during the unpaid leave period if the employee fails to return to work after leave. Employees who fail to return to work because they are unable to perform the functions of their job, because of their own serious health condition, or because of the continued necessity of caring for a seriously ill family member may be exempt from this recapture provision.
  - (c) Leave under this policy does not constitute a qualifying event that entitles an employee to Consolidated Omnibus Budget Reconstruction Act (COBRA) insurance coverage. However, the qualifying event triggering COBRA coverage may occur when it becomes clearly known that an employee will not be returning to work. Therefore, the employee ceases to be entitled to leave under this policy.
- (4) Reduced and Intermittent Leave
  - (a) According to this policy, leave can be taken intermittently or on a reduced schedule when medically necessary as certified by the health care provider. Intermittent or reduced leave schedules for routine care of a new child can be taken only with approval. The schedule must be mutually agreed upon by the employee, his or her supervisor, and the department head.
  - (b) Employees on intermittent or reduced leave schedules may be temporarily transferred to an equivalent alternate position that may better accommodate the intermittent or reduced leave schedule.
  - (c) Intermittent or reduced leave may be spread over a period of time longer than twelve (12) weeks, but it will not exceed the equivalent of twelve (12) workweeks total leave in a twelve (12) month period.

(5) Restoration

- (a) Employees who are granted leave under this policy will be reinstated to an equivalent position or the same position held prior to the commencement of their leave.
- (b) Employees voluntarily accepting a light duty assignment in lieu of continuing FMLA leave maintain their right to restoration to the original or an equivalent job until the twelve (12) weeks of FMLA leave has passed.

(6) The 12-Month FMLA Period

- (a) The 12-month period during which an employee is entitled to 12 workweeks of Family and Medical Leave Act (FMLA) leave is measured forward from the date the employee's first FMLA leave begins. An employee is entitled to 12 weeks of leave during the 12-month period after the leave begins.
- (b) The next 12-month period will begin the first time the employee requests FMLA leave after the completion of the previous 12-month period.

(7) Denial of FMLA Leave

- (a) If an employee fails to give timely advance notice when the need for FMLA leave is foreseeable, the employer may delay the taking of FMLA leave until 30 days after the date the employee provides notice to the employer of the need for FMLA leave.
- (b) If an employee fails to provide, in a timely manner, requested medical certification to substantiate the need for FMLA leave due to a serious health condition, the City may delay continuation of FMLA leave until an employee submits the certificate. If the employee does not produce the certification, the leave is not FMLA leave.
- (c) If an employee fails to provide a requested fitness-for-duty certification to return to work, the City may delay restoration until the employee submits the certificates.

(8) Special Provisions for Employees

- (a) Tennessee has a maternity leave law (T.C.A. § 4-21-408) that provides greater leave benefits for pregnant employees/spouses. This state law allows up to 4 months off for pregnancy, childbirth, and nursing the infant for employees who have been employed for 12 months.
- (b) This law requires that the employee give at least 3 months advance notice, except in cases of medical emergency.

11. MILITARY LEAVE

- A. The City of Morristown will make every reasonable accommodation to assist employees who serve in the military. Any employee who is member, or may become a member of any reserve component of the armed forces of the United States or of the Tennessee Army and Air National Guard, will be entitled to a leave of absence from their respective duties for periods of military service during which they are engaged in the performance of duty or training in the service of this state, or of the United States, under competent orders. While on such leave, the employee will be granted paid leave up to twenty (20) days in any one (1) calendar year while under competent orders.

- B. Qualified employees who seek paid leave under this policy must provide the official order calling for their service or training to their supervisor. Employees will receive full compensation for a period of twenty (20) days (or 160 hours) of military leave each calendar year, excluding holidays and scheduled off days. Such leave will not be charged to any form of accrued paid leave. An employee requesting military leave shall provide the City the dates for training and travel time in advance. It is the responsibility of the employee to make arrangements with their department head for leave to attend monthly meetings on regular off-time, with the expectation that the paid leave granted herein will be applied to the annual training periods required for reservists.
- C. Any employee who is a member of the armed forces of the United States (including the Army, Army Reserves, Army National Guard, Navy, Naval Reserve, Marine Corps, Marine Corps Reserve, Air Force, Air Force Reserve, Air National Guard, Coast Guard, Coast Guard Reserve, Commissioned Corps of the Public Health) called to active duty will be placed on military leave. Such employee must present their supervisor or department head with advance notice of their active duty orders. The employee's seniority, status and pay will remain unchanged during their time of military leave. Continued health insurance coverage will be offered up to 18 months, with the employee paying premiums due for such policy. An employee wishing to continue health insurance coverage during their military leave shall provide a mailing address where notices of premium payments due may be sent.
- D. The process for reinstatement of employees returning from military leave begins when the employee submits an "application for re-employment." Said applicant must be submitted:
- on the first work day back for employees deployed 30 days or less;
  - within 14 days of the end of service for employees deployed up to 180 days; and
  - within 90 days of the end of service for employees deployed 181 days or longer

The returning employee will be re-employed in the position they would have attained had they not been absent for military service, with the same seniority, status and pay.

- E. Those employees of the City of Morristown who are called to active duty by the President of the United States or under the authority of a Governor as members of the Reserve or National Guard shall, while on such active military duty, be entitled to special leave with partial pay for an additional period not to exceed twenty-four (24) months. Partial pay shall be the difference in the employee's regular base salary and the employee's full time military salary, with a minimum monthly amount sufficient to keep in full force and effect all benefits that the employee had on the date of call to active military duty. The provisions of this policy shall apply to all said employees who have been called or are later called to such active military duty.
- F. Said employees shall remain City employees while on such active military duty for the purpose of (a) accruing sick leave, (b) accruing annual leave, (c) accruing longevity pay, which shall continue to be paid to the employee annually, (d) accruing retirement time in accordance with Tennessee Consolidated Retirement System policies, and (e) maintaining health insurance coverage for all eligible dependents. Earnable compensation and retirement benefits shall not be increased or decreased by any partial payment made pursuant to this policy but shall be computed as if no call to active military duty had occurred.
- G. The city administrator shall establish such rules, regulations, and procedures as are necessary for the implementation and administration of the intent of this policy as set out above. All



departments of the City shall fully cooperate with the city administrator to accomplish the goals of this policy.

## 12. JURY SERVICE LEAVE

- A. Employees selected for jury service shall be excused for the actual duration of the jury duty. Upon release from jury duty during the employee's normal working hours, they shall be expected to return to duty.
- B. Employees will receive full pay during jury service, but they must sign over to the City any paycheck, in its original form, received for jury service. Employees may also elect to use annual leave, comp time, or management leave and keep their pay from jury duty.

## 13. COURT LEAVE

Any regular service employee appearing in court or participating in a legal proceeding on behalf of the City, other than during normal working hours, shall be compensated on a straight time basis, provided, however, that no less than two (2) hours compensation shall be given for such appearance in a single day.

If an employee receives a subpoena, that employee will not be required to use leave time to comply with the subpoena. If possible, the Finance Department will bill the entity issuing the subpoena for reimbursement of wages earned by the employee.

## 14. INSURANCE

- A. Regular full-time employees of the City will be offered health, life, dental, vision, and long-term disability insurance.
- B. Types of insurance plans, levels of coverage and employer/employee contributions, and premiums are subject to change.
- C. Employees that become eligible for full-service retirement under the guidelines of the Tennessee Consolidated Retirement System and who have worked for the City for at least the last five (5) years in a fulltime status, or are approved by the TCRS for accidental disability retirement (which is City service connected disability approved by the TCRS) may continue to participate in the Group Insurance Medical, Vision and dental plan. Retiree participation will cease when the retiree reaches the age of 65 (Medicare eligible). Spouse coverage will cease when the spouse of the retiree reaches the age of 65 (Medicare eligible). Other dependents will continue to be carried on City's insurance policy until either the retiree or spouse reaches age 65 (Medicare eligible), whichever is later.
  - (1) Dependents other than the spouse may only retain coverage if/when there is an actively carried retiree or spouse.
  - (2) Following retirement, no new individuals may be covered even in the case of life events (marriages, births, adoptions, etc.).
  - (3) Should a retiree, retiree spouse, or dependents drop or terminate from coverage for any reason, they will not be eligible to reestablish coverage.
  - (4) The retiree (or spouse) is responsible to ensure that the premium for associated policies are paid in a timely manner. The City may require as a condition of continued coverage that an ACH or similar recurring payment method be established to ensure timely payment of premiums.



## 15. RETIREMENT

- A. All full-time employees of the City participate in the Tennessee Consolidated Retirement System (TCRS). Participation is mandatory. Contributions are deducted from employees' paychecks each payday.
- B. Complete details about the City's membership in TCRS and the plan offered to employees are available in the human resource department.

## 16. WORKERS' COMPENSATION/OCCUPATIONAL DISABILITY

- A. All injuries arising out of and in the course of one's employment shall be governed by the Tennessee Workers' Compensation Law. Any employee required to be absent from duty because of an injury sustained in the course of his or her employment which is determined to be compensable under the Tennessee Workers' Compensation Law shall be granted occupational disability leave for such time as the employee is unable to return to work. However, such leave shall only be granted in periods of three (3) months or less, and the leave shall not be extended unless authorized by the city administrator. Extensions shall not be extended for any period in excess of three (3) months at any one time and shall not exceed a total of twelve (12) months from the day following the injury.
- B. Employees on occupational disability leave shall receive compensation in accordance with the Tennessee Workers' Compensation Law for such time as the employee is unable to return to active duty within the time frame established by the human resource department.
- C. The first seven (7) calendar days after the injury the City will pay the employee 100% of his or her base pay on his or her regular working days. After 7 calendar days, worker's compensation benefits go into effect. Employees will earn 66.67% of his or her average pay over the previous 52 weeks. This benefit is not taxable.
- D. Employees on occupational disability leave due to an on-the-job injury will not be charged sick leave or vacation leave during the period they are receiving workers' compensation benefits. The employee shall continue to accrue sick leave at the employee's regular rate while they are on occupational disability or injury leave.
- E. Employees shall immediately report any injury incurred in the course of his or her employment, however minor, to his or her supervisor or department head and take such first aid or medical treatment as may be necessary. Any employee determined to have been able to, but who fails to, make such a report shall not be eligible for physicians' fees or any compensation that may have accrued under the provisions of the Workers' Compensation Law.
- F. When an employee is injured on the job, the supervisor or department head shall immediately complete an accident report and submit a copy to human resource and retain a copy in the departmental file. When an accident causes serious bodily injury or death to an employee, the supervisor shall immediately notify the department head, human resource and city administrator.
- G. In cases where the employee is injured and cannot perform his or her regular duties, every effort will be made to place the employee in a temporary-modified duty position or assignment that will allow them to work with his or her injury. The City is not obligated to create a modified duty position; however, if a temporary position or assignment is offered to an employee, and they are medically cleared to perform the required tasks, they must accept the position or assignment. Failure to do so may result in loss of workers' compensation benefits and/or disciplinary action up to and including termination.

- H. In cases where an occupational disability to an employee occurs and the employee has been reported as occupationally disabled for a period of thirty (30) calendar days, the department head shall review the case's progress and make recommendations to the city administrator.
- I. In all cases of occupational disability, the responsibility of determining the character, degree, and potential duration of an injury shall rest with the licensed practicing medical doctor(s) designated by the City. The medical doctor(s) may make periodic examinations, progress reports, and recommendations as deemed necessary by the city administrator. The employee shall be required to return to work upon the approval of the medical doctor(s).
- J. Before an employee is returned to full duty, the employee must be certified by the attending physician as capable of performing the essential functions of the job. The physician will be furnished a copy of the job description, including a list of the essential job functions and required capabilities. The attending physician must certify the employee's ability to perform the essential job functions. The City reserves the right to obtain a second medical opinion from the physician of its choosing before a final decision is made on a return to duty.
- K. If an employee is unable to return to the position held at the time of the injury, the City may take reasonable steps to place the individual in a comparable position, if one is available, for which they are qualified and able to perform the essential functions, with or without reasonable accommodations. The City is not required to create a "light duty" position.
- L. Should an employee be unable to return to full duty within three (3) months after the date of injury, or within twelve (12) months if the city administrator has approved the extended time, and no comparable position for which the employee is qualified is available, the employee may be subject to separation only if:
  - (1) The employee cannot perform the essential functions due to a disability that cannot reasonably be accommodated; or
  - (2) The employee poses a direct threat to himself/herself and/or others.

## 17. TUITION REIMBURSEMENT

- A. Regular full-time employees may be eligible to receive tuition reimbursement for certain higher education coursework based on the minimum parameters set out herein and based on procedure and policies established by the City Administrator for effectively managing such a program. Minimum parameters shall include that:
  - (1) Continuation of the program is subject to continued budget appropriation by City Council, and limitations on participants may be established to ensure the program operates within its appropriation.
  - (2) Employees may request approval for the tuition reimbursement program. Approval for participation shall not be granted unless the department head and/or City Administrator attest that the employee's proposed course of study will be beneficial to the employee's current or aspirational position with the city. Consideration shall be given to an employee's proposed timeline and commitment to completing the course of study.
  - (3) Reimbursement shall be for tuition expenses only and will not exceed 75% of the current hourly credit rate for the University of Tennessee-Knoxville for the semester which the class was taken.
  - (4) Any higher education institution attended by an employee must be approved in advance and will be subject to verification of accreditation. Employees must earn a letter grade of

“C” or better to be eligible for reimbursement. Reimbursements will not be given for any employee who separates from the City during his or her coursework. Employees must inform the City of any grants, scholarships or other funding received for coursework. These amounts will be deducted from the amount eligible for reimbursement.

(5) Employees will be required to obtain approval from his or her department head and the city administrator before beginning coursework. Degrees beyond the master’s level are not eligible for reimbursement. Employees are required to work for two years following his or her most recent reimbursement. Employees who separate from City service before two years has elapsed shall be required to pay back the City the amounts received through the reimbursement program.

(6) For tuition reimbursement to be paid it must be funded within the budget year.

## VI. DRUG AND ALCOHOL TESTING POLICY

### POLICY

1. It is the policy of the City of Morristown that the use of drugs by its employees and impairment in the workplace due to drugs and/or alcohol are prohibited and will not be tolerated. Engaging in prohibited and/or illegal conduct may lead to termination of employment. Prohibited and/or illegal conduct includes but is not limited to:
  - A. Being on duty or performing work in or on City property while under the influence of drugs and/or alcohol.
  - B. Engaging in the manufacture, sale, distribution, use, or unauthorized possession of drugs at any time and the use of alcohol while on duty or while in or on City property.
  - C. Refusing or failing a drug and/or alcohol test administered under the City’s policy.
  - D. Providing an adulterated, altered, or substituted specimen for testing.
  - E. Use of alcohol within four hours prior to reporting for duty on schedule or use of alcohol while on-call for duty.
  - F. Use of alcohol or drugs within eight hours following an accident (incident) if the employee's involvement has not been discounted as a contributing factor in the accident (incident) or until the employee has successfully completed drug and/or alcohol testing procedures.
  - G. Use of prescription drugs with a prescription or over-the-counter medications having an adverse effect on the employee’s behavior and/or abilities without giving notice to his or her supervisor and/or department head.
  - H. Use of prescription drugs without a prescription from a physician.
2. The City of Morristown is committed to providing a safe, healthy, productive, and drug-free working environment for its employees to properly conduct the public’s business. The City has adopted a drug and alcohol testing policy. This policy is in compliance with the Drug-Free Workplace Act of 1988, which ensures employees the right to work in an alcohol- and drug-free environment and to work with persons free from the effects of alcohol and drugs; Federal Highway Administration (FHWA) rules, which require drug and alcohol testing for persons required to have a commercial driver's license (CDL); Division of Transportation (DOT) rules,

which include procedures for urine drug testing and breath alcohol testing; and the Omnibus Transportation Employee Testing Act of 1991, which requires alcohol and drug testing of safety-sensitive employees in the aviation, motor carrier, railroad, pipeline, commercial marine, and mass transit industries. This policy also includes testing of other employees under limited circumstances as allowed by law. The types of tests required are: pre-employment, transfer, reasonable suspicion, post-accident (post-incident), random, return-to-duty, and follow-up. In accordance with current law, not all classes of employees are subject to all types of tests.

3. Compliance with this substance abuse policy is a condition of employment. The failure or refusal by an applicant or employee to cooperate fully by signing necessary consent forms or other required documents or the failure or refusal to submit to any test or any procedure under this policy in a timely manner will be grounds for refusal to hire, for termination, or for requiring the employee to participate satisfactorily in an approved drug abuse assistance or rehabilitation program. The submission by an applicant or employee of a urine sample that is not his or her own or is adulterated shall be grounds for refusal to hire or for termination.
4. All property belonging to the City may be subject to inspection at any time without notice as there may be no expectation of privacy in such property. Property includes, but is not limited to: vehicles, storage lockers, desks, containers, and files. Employees assigned lockers that are locked by the employee are also subject to inspection by the employee's supervisor after reasonable advance notice (unless such notice is waived by the city administrator) and in the presence of the employee.
5. For further details concerning the drug and alcohol testing policies, employees should refer to the City's complete drug and alcohol testing policy adopted separately. Copies of this policy are available in the human resource department.

## VII. SEXUAL HARASSMENT

### 1. PURPOSE

- A. The City may be held liable for the actions of all employees with regard to sexual harassment and will not tolerate sexual harassment of its employees. The City will take immediate, positive steps to stop such harassment when it occurs. The City is responsible for acts of sexual harassment in the workplace when the City (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be shown that the City took immediate and appropriate corrective action. The City may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the City (or its agents or supervisory employees) knows or should have known of the conduct and failed to take immediate and appropriate corrective action.
- B. This policy applies to all officers and employees of the City, including but not limited to full-time and part-time employees, elected officials, permanent and temporary employees, employees covered or exempt from the personnel policies of the City, and employees working under contract for the City.

### 2. DEFINITIONS

- A. The following actions constitute an unlawful employment practice and are absolutely prohibited by the City when they affect employment decisions, create a hostile job environment, cause distractions, or interfere with work performance. They are:
  - (1) Sexual harassment or unwelcome sexual advances;

- (2) Requests for sexual favors;
  - (3) Verbal or physical conduct of a sexual nature in the form of pinching, grabbing, patting, or propositioning;
  - (4) Explicit or implied job threats or promises in return for submission to sexual favors;
  - (5) Inappropriate sex-oriented comments on appearance;
  - (6) Embarrassing sex-oriented stories;
  - (7) Displaying sexually explicit or pornographic material, no matter how the material is displayed; and/or
  - (8) Sexual assault on the job by supervisors, fellow employees, or, on occasion, non-employees.
- B. Sexual harassment includes conduct directed by men toward women, conduct directed by men toward men, conduct directed by women toward men, and conduct directed by women toward women.

### 3. MAKING SEXUAL HARASSMENT COMPLAINTS

- A. An employee who feels they are subjected to sexual harassment should immediately contact a person (listed below) with whom the employee feels the most comfortable. Complaints may be made verbally or in writing to:
- (1) Employee's immediate supervisor; or
  - (2) Employee's department head; or
  - (3) Human resource department; or
  - (4) City administrator.
- B. Employees have the right to circumvent the employee chain-of-command when selecting the person to complain to about sexual harassment. The employee should be prepared to provide the following information:
- (1) His or her name, department, and position title;
  - (2) Name of the person or people committing the sexual harassment, including his or her title(s), if known;
  - (3) Specific nature of the sexual harassment, how long it has gone on, any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) taken against the employee as a result of the harassment, or any other threats made against the employee as a result of the harassment;
  - (4) Witnesses to the harassment; and
  - (5) Whether the employee has previously reported the harassment and, if so, when and to whom.

#### 4. REPORTING & INVESTIGATING SEXUAL HARASSMENT COMPLAINTS

- A. The human resource department is the department the City designates as the investigator of sexual harassment complaints against employees. In the event the sexual harassment complaint is against the human resource department, the investigator shall be another individual appointed by the city administrator.
- B. When an allegation of sexual harassment is made by any employee, the person to whom the complaint is made, if not the human resource department, shall immediately prepare a report of the complaint according to the preceding section and submit it to the human resource department. When conducting an investigation of a sexual harassment complaint, the human resource department, or other investigator if the complaint is against the human resource department, shall:
  - (1) Make and keep a record of the investigation, including written notes and audio recordings where applicable in relation to the following:
    - (a) Verbal responses made to the investigator by the person complaining of sexual harassment;
    - (b) Witnesses interviewed during the investigation;
    - (c) The person against whom the complaint of sexual harassment was made; and
    - (d) Any other person contacted by the investigator in connection with the investigation;
  - (2) Within thirty (30) days of receiving the complaint, prepare a report, which shall include:
    - (a) Written statement of the person complaining of sexual harassment;
    - (b) Written statements of witnesses;
    - (c) Written statement of the person against whom the complaint of sexual harassment was made; and
    - (d) All the investigator's notes connected to the investigation.

#### 5. ACTION ON COMPLAINTS OF SEXUAL HARASSMENT

- A. Based upon the results of the investigation, the human resource department shall, within a reasonable time, determine whether the conduct in question constitutes sexual harassment. In making that determination, the human resource department shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct, the context in which the alleged actions occurred, and the behavior of the person complaining. Whether sexual harassment took place will be determined on a case-by-case basis.
- B. If the human resource department determines that the harassment complaint is founded, they shall recommend to the city administrator that immediate and appropriate disciplinary action against the guilty employee(s), consistent with his or her authority under the City charter and these policies, shall be taken. The disciplinary action shall be consistent with the nature and severity of the offense, the employee's rank, and any other factors the human resource department believes relate to fair and efficient administration of the City. This includes, but is not limited to, the effect of the offense on employee morale, public perception of the offense, and the light in which it casts the City. The disciplinary action may include demotion, warning, reprimand, suspension, or dismissal. Determining the level of disciplinary action shall also be

made on a case-by-case basis. A written record shall be kept of imposed disciplinary actions, including verbal reprimands.

- C. In all events, an employee found guilty of sexual harassment shall be warned not to retaliate in any way against the person making the complaint, witnesses, or any other person connected with the investigation.
- D. In cases where sexual harassment is committed by a non-employee against a City employee in the workplace, the city administrator shall take whatever lawful action is necessary against the non-employee to bring the sexual harassment to an immediate end.

## VIII. WORKPLACE VIOLENCE

### 1. PURPOSE

The City has adopted a Zero Tolerance Policy for workplace violence because it recognizes that workplace violence is a growing problem nationally that needs to be addressed by all employers. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion which involve or affect the City or which occur on City property will not be tolerated.

### 2. ACTS OR THREATS OF VIOLENCE DEFINED

"Threats or acts of violence" include conduct against persons or property that is sufficiently severe, offensive, or intimidating to the point that they alter the employment conditions at the City, or create a hostile, abusive, or intimidating work environment for one or more City employees.

### 3. EXAMPLES OF WORKPLACE VIOLENCE

General examples of prohibited workplace violence include, but are not limited to, the following:

- A. All threats or acts of violence occurring on City property, regardless of the relationship between the City and the parties involved in the incident.
- B. All threats or acts of violence not occurring on City property but involving someone who is acting in the capacity of a representative of the City.
- C. All threats or acts of violence not occurring on City property involving an employee of the City if the threats or acts of violence affect the legitimate interests of the City.
- D. Any threats or acts resulting in the conviction of an employee or agent of the City, or of an individual performing services on the City's behalf on a contract or temporary basis, under any criminal code provision relating to threats or acts of violence that adversely affect the legitimate interests and goals of the City.

## IX. WORKPLACE HARASSMENT

### A. Definition

- (1) Work place harassment is defined as conduct that is so pervasive that the working conditions are unduly oppressive, creating a hostile work environment. Work place harassment applies to harassment based on any of the following protected classes:



- (a) Race
- (b) Color
- (c) Religion
- (d) National origin
- (e) Sex
- (f) Age
- (g) Disability
- (h) Genetic information

(2) Harassment can be verbal, written, physical, visual, and or exhibited or communicated in any manner (including electronically, social media or by email).

B. Criteria for determining whether conduct is such as to establish a hostile work environment. Criteria shall include, but not necessary be limited to the following:

- (a) Frequency of the conduct
- (b) Severity of the conduct
- (c) Whether the conduct is physically threatening, humiliating or merely offensive
- (d) Whether the conduct unreasonably interferes with another individuals work performance
- (e) Would a reasonable person be offended by the conduct.

C. Complaint Procedure

The procedure for making a complaint of work place harassments shall be the same as for sexual harassment described in Section VII (a) of this policy.

D. Reporting and Investigating Work Place Harassment Complaints and Action on Such Complaints.

The procedure for reporting and investigating work place harassment shall procedurally be as set forth in Section VII(a)(4) and action on complaints of work place harassment shall procedurally be as set forth in Section VII(a)(5).

E. SPECIFIC EXAMPLES OF PROHIBITED CONDUCT

Specific examples of conduct that may be considered “threats or acts of violence” prohibited under this policy include, but are not limited to, the following:

- (1) Hitting or shoving an individual.
- (2) Threatening to harm an individual, his or her family, friends, associates, or his or her property.

- (3) The intentional destruction or threat of destruction of property owned, operated, or controlled by the City.
- (4) Making harassing or threatening telephone calls, letters, or other forms of written or electronic communications.
- (5) Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the City.
- (6) Harassing surveillance, also known as “stalking”, the willful, malicious and repeated following of another person and making a credible threat with intent to place the other person in reasonable fear of his or her safety.
- (7) Making a suggestion or otherwise intimating an act to injure persons or property is “appropriate”, without regard to the location where such suggestion or intimation occurs.
- (8) Unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on City property.

The procedure for reporting and investigating work place harassment shall procedurally be as set forth in Section VII(a)(4) and action on complaints of work place harassment shall procedurally be as set forth in Section VII(a)(5).

#### F. APPLICATION OF PROHIBITION

The City’s prohibition against threats and acts of violence applies to all persons involved in the City’s operation, including but not limited to City personnel, contract and temporary workers, and anyone else on City property. Violations of this policy by any individual on City property, by any individual acting as a representative of the City while not on City property, or by any individual acting off of City property when his or her actions affect the public interest or the City’s business interests will be followed by legal action, as appropriate. Violation of any provision of this policy by an employee may lead to disciplinary action.

#### G. EMPLOYEE OBLIGATIONS

- (1) Each employee of the City and every person on City property is obligated to report incidents of threats or acts of physical violence of which they are aware. In cases where the reporting individual is not a City employee, the report should be made to the City of Morristown Police Department.
- (2) In cases where the reporting individual is a City employee, the report should be made to the reporting individual’s immediate supervisor, department head, or to the City’s human resource department. Each supervising employee shall promptly refer any such incident to the human resource department, who shall take corrective action. Concurrently, with the initiation of any investigation leading to a proposed disciplinary action, the human resource department shall report the incidents of threats or action of physical violence to the Morristown Police Department, which shall make a follow-up report.
- (3) Nothing in this policy alters any other reporting obligation established by City policies or in state, federal, or other applicable law.

## X. POLICY FOR COMPUTER, EMAIL & INTERNET USAGE

### USAGE IN GENERAL

- A. The use of City systems, including computers, fax machines, and all forms of Internet/Intranet access, is for City business and for authorized purposes only. Brief and occasional personal use of the electronic mail system or the Internet is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other breaks), and does not result in expense to the City.
  - (1) Use is defined as "excessive" if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities.
  - (2) Electronic communication should not be used to solicit or sell products or services that are unrelated to City business, distract, intimidate, or harass coworkers or third parties or disrupt the workplace.
- B. Use of City computers, networks, and Internet/Intranet access is a privilege and may be revoked at any time for inappropriate conduct carried out on such systems, including, but not limited to:
  - (1) Sending chain letters or participating in any way in the creation or transmission of unsolicited commercial e-mail ("spam") that is unrelated to legitimate City purposes;
  - (2) Engaging in private or personal business activities, including excessive use of instant messaging and chat rooms or playing games;
  - (3) Misrepresenting oneself or the City;
  - (4) Violating the laws and regulations of the United States or any state, city, or local jurisdiction in any way, or engaging in malicious activities;
  - (5) Deliberately propagating any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either the City's networks or systems or those of any other individual or entity;
  - (6) Using abusive, profane, threatening, racist, sexist, or otherwise objectionable language in either public or private messages, or sending, receiving, or accessing pornographic material;
  - (7) Causing congestion, disruption, disablement, alteration, or impairment of City networks or systems;
  - (8) Failing to log off any secure, controlled-access computer or other form of electronic data system to which you are assigned, if you leave such computer or system unattended;
  - (9) Defeating or attempting to defeat security restrictions on City systems and applications.
- C. Violations of these policies may result in disciplinary action, up to and including termination.

### 2. OWNERSHIP AND ACCESS OF ELECTRONIC MAIL, INTERNET ACCESS, AND COMPUTER FILES

- A. The City owns the rights to all data and files in any computer, network, or other information system used in the City. The City also reserves the right to monitor electronic mail messages

(including personal/private/instant messaging systems) and their content, as well as any and all use of the Internet and of computer equipment used to create, view, or access e-mail and Internet content.

- B. Employees must be aware that the electronic mail messages sent and received using City equipment are not private and are subject to viewing, downloading, inspection, release, and archiving by City officials at all times. The City has the right to inspect any and all files stored in all areas of the network or on individual computers or storage media in order to assure compliance with policy and state and federal laws.
- C. The City has licensed the use of certain commercial software application programs for business purposes. Third parties retain the ownership and distribution rights to such software. No employee may create, use, or distribute copies of such software that are not in compliance with the license agreements for the software. Violation of this policy can lead to disciplinary action, up to and including termination.
- D. Electronic mail is subject at all times to monitoring, and the release of specific information is subject to applicable state and federal laws and City rules, policies, and procedures on confidentiality and open records. Existing rules, policies, and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software. Employees shall not use their City email address for their personal email address. Employees shall refrain from receiving personal emails on their City email.
- E. It is a violation of City policy for any employee, including system administrators and supervisors, to access electronic mail and computer systems files to satisfy curiosity about the affairs of others. Employees found to have engaged in such activities will be subject to disciplinary action.
- F. Policy Statement for Internet/Intranet Browser(s)
  - (1) The Internet is to be used to further the City's mission, to provide effective service of the highest quality to the City's customers and staff, and to support other direct job-related purposes. Supervisors should work with employees to determine the appropriateness of using the Internet for professional activities and career development.
  - (2) The various modes of Internet/Intranet access are City resource and are provided as business tools to employees who may use them for research, professional development, and work-related communications. Limited personal use of Internet resource is a special exception to the general prohibition against the personal use of computer equipment and software.
  - (3) Employees are individually liable for any and all damages incurred as a result of violating City security policy, copyright, and licensing agreements.
  - (4) All City policies and procedures apply to employees' conduct on the Internet, especially, but not exclusively, relating to: intellectual property, confidentiality, City information dissemination, standards of conduct, misuse of City resource, anti-harassment, and information and data security.

### 3. PERSONAL ELECTRONIC EQUIPMENT

- A. The City prohibits the use or possession in the workplace of any type of camera phone, cell phone camera, digital camera, video camera, or other form of image-recording device without the express permission of the City and of each person whose image is recorded. This provision

does not apply to designated City personnel who use such devices in connection with their positions of employment.

- B. Employees should not bring personal computers to the workplace or connect them to City electronic systems unless expressly permitted to do so by the City. Any employee bringing a personal computing device or image recording device onto City premises thereby gives permission to the City to inspect the personal computer or image recording device at any time with personnel of the City's choosing and to analyze any files, other data, or data storage media that may be within or connectable to the personal computer or image recording device in question. Employees who do not wish such inspections to be done on their personal computers or imaging devices should not bring such items to work at all.
- C. Violation of this policy or failure to permit an inspection of any device covered by this policy shall result in disciplinary action, up to and including termination of employment. In addition, the employee may face both civil and criminal liability from the City or from individuals whose rights are harmed by the violation.

#### 4. ELECTRONIC MAIL

- A. This policy provides the requirements related to the management, retention and disposition of all records created and contained in an electronic mail system (e-mail). Electronic mail includes numeric, graphic and text information which is maintained as a computer application used to create, receive, and transmit messages and other documents.
- B. This policy is applicable to all persons using the city's email systems, network or system user IDs.
- C. E-mails, created or received in the City's e-mail system, may become public record. They are considered public record if they were transmitted in conjunction with the transaction of official business. Examples of e-mails that are public record include: policies and directives, correspondence related to official business, meeting agendas and minutes, reports, and material with legal or historic value. The end user must make this initial determination. Until that determination is made, e-mails should be treated as public record. If an e-mail record is finally determined to be a public record, the e-mail will be made available to any party making a public records request.
- D. In all cases, e-mails in the City systems are the property of the City. As such, they are subject to the administrative rules of the City which include the right to review these records at any time for any City purpose.
- E. City e-mail will not be used as official record (master copy) for any document. Any content intended as a record (master copy) must be transposed to a different medium (hard copy or other electronic format). E-mails shall be considered supporting documents or transitory messages.
  - (1) It is the policy of the City that all e-mail will be captured by the Archive Management system (AMs) and that its electronic mail system will be used only as a transitory communications medium. Therefore, any e-mails that have retention value as supporting documents based on the rules configured in the AMS will be maintained in this system for the configured time period. Each end user has two options.
    - (a) The preferred option is to print out e-mails that are considered supporting documents and to store them with the official (master) record that they support in accordance with already established records retention policies for that media.

- (b) The second alternative is to set up a separate personal electronic folder on the City's file system, outside of the normal inbox e-mail system.
- (2) End users must assess the retention value of every e-mail. Generally, the end user is the creator of the message and the person having the most intimate knowledge of the business value of the information. However, in many cases it is the receiver who must make the retention value determination based on how important the information is to this business function. If an end user cannot confidently determine whether an email is a public record, he or she should consult his or her supervisor. The ultimate determiner of a record's public status and retention value is the city attorney.
- F. The Information Technology department will maintain and operate the City's e-mail system. IT will perform daily backups (or contract for such services) for sufficient archiving of the e-mail system. Any stored messages remain City property and can be restored.
- G. End users shall review their e-mail inboxes periodically (at least every thirty days). During this review, end users assess the retention value of any e-mail more than thirty days old. If the e-mail is considered supportive material, the end users should print out the necessary e-mails and file them with the appropriate document. A second alternative is to move the e-mail to a permanent folder set up for the specific purpose of saving supportive material. In doing so the end user should assess what is the retention value of that designated folder.
- H. In general, emails will be archived in compliance with City or MTAS record retention guidelines. Consult the *Records Management for Municipal Governments: A Reference Guide for City Officials and Municipal Public Records Custodians*, a publication from MTAS. If the e-mails are transitory, they should be deleted out of the user's inbox.
- I. All employees using City email should act with a heightened awareness for identifying emails of a suspicious nature as they may pose a cybersecurity risk to the organization. Suspicious emails should be reported to IT to determine appropriate action. Employees that engage with phishing emails may be referred to additional training on cybersecurity awareness and/or may be referred for disciplinary action. The City may establish other policies and programs separate from this document that specifically address cybersecurity and related protocol.

## XI. SEPARATIONS

### 1. SEPARATIONS IN GENERAL

All separations of employees from positions with the City shall be designated as one of the following types and shall be accomplished in the manner indicated: resignation, layoff, disability, death, retirement, or termination. At the time of separation and prior to final payment, all records, assets, and other City property in the employee's custody must be transferred to the department head. Any amount due because of shortages shall be withheld from the employee's final compensation. The leave categories that will be paid at separation are annual and compensatory time. Sick time will be credited for retirement or submitted to an employer upon written notification from that employer. Any other balances in other leave categories will not be compensated.

### 2. RESIGNATION

- A. In the event an employee decides to leave the City's employ, a minimum two (2) week written notice shall be given to his or her supervisor so that arrangements for a replacement can be

made. Failure to meet this notice requirement may be cause for denying future recommendations and/or re-employment with the City.

- B. An unauthorized absence from work for a period of three consecutive working days may be considered by the department head as a resignation. The City may deny an employee from working out his or her notice if, in the opinion of the department head, it is in the best interest for the department.
- C. Costs of training shall be reimbursed by the resigning employee. The prerequisite for reimbursement is for training that consists of more than three consecutive weeks (Monday thru Friday). Reimbursement is based on the training contract signed by the employee and the City. This policy will apply to all departments. The contract and associated costs will be determined and the contract, including associated costs, will be signed prior to the employee taking the training. Collection of reimbursement will be from the employee's final check(s) written. If there is not a sufficient dollar amount in the final checks to cover costs, then other legal remedies will be used for collection.

### 3. LAYOFF

- A. The department head, upon approval from the city administrator, may lay off an employee in City service when they deem it necessary by reason of a shortage of funds, abolishing a position, other material changes in the duties or organization of the employee's position, or related reasons that are outside the employer's control and that do not reflect discredit upon the employee's service.
- B. The duties performed by a laid off employee may be assigned to other City employees who hold positions in the appropriate class. Temporary employees shall be laid off before probationary or regular employees. The order of layoffs, after temporary employees, will be determined by the city administrator and department head based upon the best interests of the City and department. Nothing in the personnel policies document shall be deemed to give employees any more property rights in their jobs than may already be given by the City charter.

### 4. DISABILITY

- A. An employee may be separated for disability when they cannot perform the essential functions of the job because of a physical or mental impairment that cannot be reasonably accommodated without undue hardship or that poses a direct threat to the health and safety of others.
- B. Reasonable accommodations will include transfer to a comparable position for which the individual is qualified. Action may be initiated by the employee or the City, but in all cases it must be supported by medical evidence acceptable to the city administrator, and the disability must prevent the employee from performing the essential functions of the job. The City may require an examination at its expense to be performed by a licensed physician of its choice.

### 5. RETIREMENT

- A. Whenever an employee meets the conditions set forth in the retirement system's regulations, they may elect to retire and receive all benefits earned under the City's retirement plan. Official notice of such intended action must be submitted to the human resource department within the prescribed time limits as set out in the retirement plan.
- B. Information regarding membership in TCRS may be obtained from the human resource department.
- C. Insurance information is covered in section V(14) of this handbook.



## 6. TERMINATION

- A. When other forms of discipline have not resulted in the desired behavior or when more severe initial action is warranted, the city administrator, or department head if so delegated by the city administrator, may terminate an employee.
- B. The employee shall be furnished an advance written notice containing the nature of the proposed action, the reasons therefore, and the right to appeal the charges in accordance with the appeal process established herein. If the employee fails to respond to the advance notice, the proposed action shall be effective on the date specified with no need for further action. If an appeal hearing is requested, the effective date of the termination shall be extended until the end of the appeal process. During the extended time, the employee may be retained on active duty status, placed on leave, or suspended with or without pay at the discretion of the city administrator. Nothing in this document is to be interpreted as giving employees any more property rights in their jobs than may already be given by the City charter.

## 7. DEATH OF AN EMPLOYEE

- A. Separation shall be effective as of the date of death of an employee. All compensation due in accordance with these rules shall be paid to the estate of the employee, except for such sums as by law must be paid to the surviving spouse.
- B. Upon the death of a full-time regular employee, his or her beneficiary shall receive his or her next due payroll check and pay for all accrued annual leave, compensatory time, and sick leave.
- C. An appointed representative from the City shall give his or her beneficiary complete assistance in settling retirement, life, and health insurance benefits.

## XII. GRIEVANCE PROCEDURES

### 1. PURPOSE AND SCOPE

- A. It is the City's desire to address grievances informally. Both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be occasional grievances that will be resolved only after a formal appeal and review. Employees who have a complaint or grievance may discuss the grievance with their immediate supervisor, a higher-level supervisor, and/or the department head.
- B. A grievance may be something real, alleged, or a misunderstanding involving the employee's employment conditions, health, safety, physical facilities, equipment or materials used or other related issues. Such misunderstandings, complaints, points of view, and opinions will be considered a grievance, except in cases where they relate to personnel actions subject to the appeals procedure provided for herein.
- C. Every employee may present a complaint or grievance under the provisions of the grievance procedures free from fear, interference, restraint, discrimination, coercion, or reprisal. Assuming the problem cannot be worked out by informal discussions between the employee and immediate supervisor, steps of formal grievance procedures are as follows:

#### (1) STEP ONE

- (a) The employee shall submit a written statement of the complaint or grievance to the immediate supervisor within ten (10) working days from the incident that prompted

the grievance. It shall be the supervisor's responsibility to promptly investigate the circumstances surrounding the grievance, discuss the matter with the appropriate department head, and take action, if possible. The supervisor shall inform the employee in writing of the decision within ten (10) working days after receipt of the written grievance.

- (b) The supervisor shall prepare a written report of the complaint or grievance and provide a copy of it to the department head and the employee who submitted the grievance. Any supervisor in the chain-of-command shall attach his or her recommendation regarding the unresolved complaint or grievance if it proceeds to a higher level.

## (2) STEP TWO

- (a) If the grievance cannot be resolved between the employee and supervisor, the employee may proceed to the second procedural step. Within five (5) working days of receiving the decision from his or her immediate supervisor, the employee shall submit a written notice of his or her desire to appeal to the department head and include a copy of the original grievance from Step One. If an employee wishes a hearing, the department head will accommodate the employee.
- (b) Upon hearing the grievance and/or conducting his or her own investigation, the department head must provide a written response to the employee and the immediate supervisor within five (5) working days of the hearing, if one is requested by the employee, or receipt of the written notice of appeal, whichever is later.

## (3) STEP THREE

- (a) If the grievance is not resolved with the department head, the employee may appeal the grievance to the city administrator. Such request for appeal must be submitted in writing within five (5) working days after receipt of the decision from the department head. At the city administrator's discretion, the city administrator may convene a hearing, conduct his or her own investigation of the grievance or rely upon the record of the grievance established during the previous steps. If the city administrator decides to conduct a hearing, he/she shall schedule the hearing within five (5) working days after receipt of the written request.
- (b) Within five (5) working days of the hearing date, if one is held, or receipt of the written request for consideration by the city administrator, whichever is latest, the city administrator shall provide a written response to the employee with copies to the department head and immediate supervisor.

## 2. OTHER INFORMATION

- A. While every attempt will be made to resolve the employee's grievance, the action of the city administrator shall be final and binding on all parties involved. Nothing in this document is to be interpreted as giving employees any more property rights in their jobs than may already be given by the City charter.
- B. The time limits provided herein shall be adhered to unless otherwise modified by mutual written agreement between the employee and the City. The action of the city administrator shall be final and binding on all parties involved. Nothing in the personnel policies document shall be deemed to give employees any more property rights in their jobs than may already be given by the City charter.

### XIII. MISCELLANEOUS POLICIES

1. **POLITICAL ACTIVITY** - *Nothing in this section is intended to prohibit any City employee from privately expressing his or her political views or from casting his or her vote in all elections.*

- A. Employees of the City of Morristown may individually exercise their right to vote, express their political views as citizens, and participate in political activities the same as all other citizens. No employee shall use City property for political purposes nor shall any employee engage in any political activity while at work, in a City-provided uniform, or otherwise on duty.
- B. In accordance with state law, City employees cannot run for election to the City Council. If an employee wishes to become a candidate for election to the City Council, he or she must resign from employment with the City prior to filing a nominating petition or other required qualifying papers.

2. **ETHICS POLICY**

City of Morristown's Ethics Policy is an ordinance approved by City Council to give guidance for an employee's conduct. This policy can be obtained from the Human Resource Department.

3. **TRIP REIMBURSEMENT**

- A. All City related travel that involves expense reimbursement and/or City expense shall not be undertaken without prior approval of the appropriate department head or city administrator. In order for travel related expenses to be reimbursed or paid directly by the City, all travel must be conducted in accordance with the City's adopted travel policy.
- B. For details regarding travel, obtain a copy of the City's travel policy from the Finance Department.

4. **USE OF CITY VEHICLES AND EQUIPMENT**

- A. Generally, only City employees engaged in transporting City personnel and/or material and supplies used to carry out the functions and operations of City departments and for whom the immediate use of a vehicle is actually necessary or convenient shall drive or ride in City-owned vehicles. However, the following are exceptions to that general policy:
  - (1) In emergencies where the City employee has a reasonable belief, based on a totality of circumstances, that the life, safety, health, or physical welfare of a citizen would be immediately threatened without the security and/or transportation provided by the City-owned vehicle. Examples of such emergencies include, but are not limited to, personal injury accidents, acute illness, and actual and potential victims of crime and violence.
  - (2) In motorist/passenger assistance where there is no immediate emergency but, under a totality of circumstances, the City employee has a reasonable belief that failing to transport the motorist and/or passengers in a City-owned vehicle could result in such people being left in real or potentially real danger, or would result in extreme inconvenience to them. The use of a City-owned vehicle in such cases shall be limited to transporting motorists and their passengers only to those places where they are reasonably safe and have a reasonable opportunity to obtain continued help without using the City-owned vehicle.
    - (a) When it is necessary for reasons of inclement weather, late hour, lack of transportation, or other reasonable cause to transport non-City personnel to and from City-owned property; also to repair or supply shops and similar facilities so that such personnel can

install, repair, or maintain City equipment essential to the continuation or restoration of public services essential to the safety, health, and welfare of the citizens of the City.

- (b) In the transportation of federal, state, and local officers and employees; news media; private consultants; business people; and other private people visiting the City for the purpose of directly analyzing, reviewing, supporting, assisting, or promoting the City's functions and operations.
  - (c) When the vehicle is driven to or picked up from private maintenance or repair facilities and while it is being "road tested" while in the possession of such facilities.
  - (d) City employees who are assigned City vehicles and are required to drive them home are permitted to carry as passengers members of their households and those non-members of their households listed in subsection (b) below, to the following destinations when the City employee has no other reasonably convenient means of transporting those people:
    - Members of a City employee's household may be transported:
      - 1. to and from school and work, using the most direct route to those destinations, when the City employee himself or herself is driving to and from work or carrying out other legitimate and necessary City business; and
      - 2. to and from baby sitters; child-care centers; residences and businesses of family members, friends and neighbors; or any other reasonable destination where the safety, security, comfort, and well-being of a City employee's household members will be secured or promoted when the City employee is required to respond to a call to perform legitimate and necessary City business.
    - Non-members of a City employee's household that may be transported include:
      - 1. baby sitters, family members, friends, and neighbors who may be taken to the City employee's household or any other reasonable location when the purpose of transporting such people is to permit them to watch over the safety, security, comfort, and well-being of the City employee's household members when the City employee is required to respond to a call to perform legitimate and necessary City business.
- B. When determining whether to transport a private person in non-emergency, City-owned vehicles under the emergency and motorist/passenger assistance exceptions, City employees shall consider whether a more appropriate vehicle operated by trained police or other emergency personnel is reasonably available. Transporting people with severe injuries and illnesses should not generally be undertaken by City employees who are not trained in the medical field.
- C. City-owned vehicles, under both the general policy and its exceptions, shall not ordinarily be taken outside the City. However, the city administrator, department heads, and their designees shall have the authority to grant exceptions to this policy if such exceptions are for legitimate, necessary City business. In addition, it is authorized for City employees to travel a reasonable distance outside the City limits under the exceptions to the policy prohibiting them from transporting non-City employees in City-owned vehicles. Reports of such travel shall be made to the employee's department head the first working day following such travel. The report shall include the purpose, duration, and distance of the travel outside the City and any other information the department head requires to determine whether the travel conforms to this policy. The department head shall keep a permanent file of such reports.

- D. All City vehicles allowed to be taken home are to be used only for City business, including, commuting to and from work as required. Other personal use of a City vehicle is prohibited. Certain personal errands done while commuting to or from work that do not significantly increase the number of commuting miles driven shall be allowed provided, however, that the nature of personal errands do not reflect unfavorably, discredit, or create embarrassment for the City. Any abuse of this benefit shall subject the employee to appropriate disciplinary actions.
- E. Non-emergency City vehicles shall obey all traffic laws under this general policy and its exceptions.

## 5. DRIVING RECORDS

- A. Any employee who is required as an employment condition to possess and maintain a valid Tennessee driver's license or commercial driver's license must immediately, before reporting for duty the next workday, inform his or her supervisor should his or her license become denied, expired, restricted, suspended, or revoked any time during employment with the City.
- B. Annual review of employees' driving records may be conducted by the city administrator or designee to assure adherence to this policy.

## 6. SOLICITATION

- A. Unauthorized solicitation of employees on the premises is strictly prohibited. This prohibition applies both to employees and outsiders.
- B. Contributions may be solicited on City property only with the permission of the city administrator. Miscellaneous solicitation of contributions within a single department may be made with the permission of the department head.
- C. No pressure is to be placed on any employee to make any contributions.

## 7. PERSONAL TELEPHONE CALLS

- A. Using the office telephone during regular work hours for local and/or long-distant calls of a personal nature, except in emergency cases, is discouraged. Personal calls that must be made or received during business hours are permitted if they are held to a minimum and do not interfere with the employee's work. Employees should make such calls during breaks or lunch time when possible. Long distance calls must be reimbursed to the City by the employee responsible for the call.
- B. Emergency phone calls may be made or received any time. Examples of emergencies are illness or severe injury to a member of the employee's family, changed plans regarding an employee's transportation home from work, or extreme weather conditions. "Chatty" phone conversations on non-emergency matters may result in disciplinary action.

## 8. FIGHTING, HORSEPLAY, DAMAGING CITY PROPERTY

Fighting, horseplay, and intentionally defacing or damaging City property are not permitted. Employees engaging in these activities will be subject to disciplinary action, which could include termination.

## 9. ACCEPTING GRATUITIES

Refer to the Ethics Policy.

## 10. USE OF CITY TIME AND FACILITIES

Refer to the Ethics Policy.

## 11. BUSINESS INTEREST

Refer to the Ethics Policy.

## 12. USE OF POSITION

Refer to the Ethics Policy.

## 13. STRIKES

No City officer or employee shall be a party to, participate in, or instigate any strike against the City.

## 14. PERSONNEL RECORDS

- A. All master/original personnel records for each employee are kept on file and maintained by the Human Resource Department or his or her designee. Department heads may maintain separate personnel records for employees which may include, but not be limited to, items specific to the operations of the department. These department documents will be copies of the originals that are maintained in the Human Resource Department.
- B. The human resource department shall also maintain the life insurance, vacation, pension and retirement, health insurance, and sick leave records for each employee. All medical records shall be kept in a separate confidential file for each employee.
- C. It is the responsibility of each employee to update personnel information in his or her personnel file by notifying his or her department head of any information changes. The City shall not be held liable when incorrect withholding, wrong beneficiaries, or loss of employee benefits result from the failure of any employee to keep personnel records current.
- D. Employees should be made aware that their personnel records may be subject to public inspection under the Freedom of Information Act. Any employee whose records are requested by the public will be notified in writing as to who is making the request. No medical, family or other personal information will be released and Social Security numbers will be protected.
- E. Individuals making a request for an employee's personnel records must make the request in writing per open request forms.
- F. Employees shall have the opportunity to respond in writing to any information that is added to their personnel file.

## 15. DRESS CODE

- A. Due to the diverse nature of work the City conducts, it is not feasible to set a uniform dress code for all employees. Some positions require uniforms and employees in these departments must wear their uniform, unless specifically excluded from doing so by the department head. It is the responsibility for each department head, with the approval of the city administrator, to set the dress code for their department. When doing so, department heads should consider several factors;
  - (1) Nature of work including, but not limited to:

- (a) Conditions of job site;
  - (b) Level of physical activity;
  - (c) Impact of weather on job;
- (2) Public and Customer contact:
  - (a) Interaction with the public;
  - (b) Public expectation or department/position;
  - (c) Professional appearance.
- B. Dress codes may be changed seasonally for departments with employees who are frequently outdoors.

## 16. CITY MATERIALS AND SUPPLIES

- A. It is unlawful for any employee to remove any piece of City material from City property, whether it is functional or not, without written consent from the city administrator.
- B. This policy includes office supplies, police equipment, scrap material, or any other item or items purchased by or donated to the City. Employees who remove items without permission will be subject to disciplinary action and will be responsible for returning all items.

## 17. CELLULAR PHONE POLICY

This policy outlines the use of personal and City issued cell phones at work and the safe use of cell phones by employees while operating a vehicle.

### A. Personal Cellular Phones

- (1) While in a working capacity for the City, employees are expected to exercise discretion in using personal cellular phones. Excessive personal calls during work, regardless of the phone used, can interfere with employee productivity and be distracting to others and may result in disciplinary action.
- (2) Flexibility will be provided in circumstances demanding immediate attention. The City will not be liable for the loss of personal cellular phones brought into the workplace.

### B. Personal Use of City Provided Cellular Phones

- (1) Where job or business needs demand immediate access to an employee the City may issue a cell phone to an employee for work-related communications. Employees are expected to keep any personal use of their City-issued phone to a “de minimis use”, meaning infrequent or occasional.
- (2) Employees must reimburse the City for any expenses resulting from non-City activity. Text messages, images and other related phone functions are included.
- (3) Any inappropriate usage or content found on an employee’s phone will result in disciplinary action. Employees who abuse cell phone privileges will be subject to disciplinary action. Employees in possession of company equipment such as cellular phones are expected to protect the equipment from loss, damage or theft. **If an employee**



**abuses, neglects or otherwise causes damage to a phone, the employee may be required to bear the cost of a replacement.**

- (4) Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the phone for return or inspection. Employees unable to present the phone in good working condition when requested may be expected to bear the cost of a replacement. Employees who separate from employment with outstanding debts for equipment loss or unauthorized charges will be considered to have left employment on unsatisfactory terms and may be subject to legal action for recovery of the loss.
- (5) All records with regard to City provided cell phones are considered public records. This includes all calls, text messages (including content), emails and images sent and received. Erasing items from the cell phone's memory will not erase all records.

**C. Safety Issues for Mobile Phones Use**

- (1) Employees whose job responsibilities include regular or occasional driving and who are issued a mobile phone for City business use are expected to refrain from using said device while driving. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are expected to abide by state law regarding vehicle operation, to include laws regarding use of mobile devices. Employees should pull off to the side of the road and safely stop the vehicle before placing or accepting a call or using other features (text, email, etc.) of the device. Alternatively, hands-free devices may be used when warranted and when not in conflict with state law regarding use of the same. Even with hands-free devices available, special care should be taken in situations where there is heavy traffic, inclement weather or the employee is driving in an unfamiliar area.
- (2) In situations where job responsibilities include regular driving and accepting of City business calls, hands-free equipment can be requested to facilitate the provisions of this policy. Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a cell phone for business use, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves at risk to fulfill the City's needs.
- (3) Employees who are charged with traffic violations resulting from the use of cell phones while driving will be solely responsible for all liabilities that result from such actions.

**D. Professional Use of Cell Phones**

- (1) Many cell phones are equipped with (or able to be equipped with) ring tones, pictures, covers, and other various "personalized" items. As a result, employees should maintain a professional image with regards to their City issued cell phones and any personal cell phones that are present in the workplace or jobsite, especially with regards to ring tones.
- (2) Employees who have City issued or personal cell phones equipped with a camera or other image-recording device are expressly prohibited from using these functions without the express permission of the City and of each person whose image is recorded. This provision does not apply to designated City personnel who use such devices in connection with their positions of employment.

**18. INCLEMENT WEATHER**

The City of Morristown will not close for Severe Weather Events. Employees should make every effort to be at work and be safe. Employees are expected to report to work at their department's

stated shift/work day start time. A copy of the entire Severe Weather Events policy is located in the human resource department or with your department head.

#### 19. TOBACCO/SMOKING POLICY/ELECTRONIC CIGARETTES(VAPING)

- A. Employees are prohibited from using tobacco, electronic cigarettes (vaping) or smoking inside any City building or City vehicle. Employees may use tobacco, electronic cigarettes (vaping) or smoke in designated areas only.
- B. For public works employees, smoking at a job site is only permitted during breaks, and all cigarette or cigar butts must be removed from the site.

#### 20. ALL PRIOR RULES SUPERSEDED

These policies shall be effective immediately upon their adoption by the City Council and shall supersede all previously adopted policies, rules and regulations, (with the exception of the Police Department's General Orders, the Fire Departments operating procedures and the Civil Service Act and regulations or rules adopted pursuant thereto) to the extent such prior policies, rules, and regulations conflict with these policies, rules, and regulations.

### XIV. FORMS OF DISCIPLINARY ACTION AND PROGRESSIVE DISCIPLINE

#### 1. PURPOSE

Disciplinary action may be required due to actions, inactions, behavior or other activities of an employee. Employees may be disciplined on a progressive basis, with offenses accumulating.

#### 2. APPEALS PROCESS

Any City employee shall have the right to appeal disciplinary actions such as reprimand, suspension, demotion, or termination, or any alleged violation of these policies. To initiate an appeal, the employee may submit a request in writing in accordance with the City's grievance procedures outlined in Section X.

#### 3. TYPES OF DISCIPLINARY ACTION

##### A. Verbal/oral reminder

- (1) A verbal/oral reminder may be issued at any time by a supervisor to an employee. Verbal/oral reminders may be documented by the supervisor.
- (2) Verbal/oral reminders are to be used as a tool to help a supervisor communicate in an effective, constructive manner with an employee.

##### B. Verbal/oral warning

- (1) A verbal/oral warning may be issued at any time by a supervisor to an employee. Verbal/oral warnings must be documented by the supervisor and acknowledged by the employee.
- (2) Minor infractions such as a tardy, failure to adhere to the dress policy or other minor infraction committed by the employee for the first time may result in a verbal/oral warning.

#### C. Written warning

- (1) A written warning may be issued at any time by a supervisor to an employee. Written warnings must be documented by the supervisor and acknowledged by the employee and the department head.
- (2) A written warning may be issued for a minor infraction after a verbal/oral warning has already been issued. A written warning may also be issued for a more serious offense without any verbal/oral warning being issued previously.

#### D. Suspension

- (1) A suspension may be issued at any time by a department head with the approval of the city administrator. Suspensions may be issued for employees who habitually commit minor infractions and have been warned through verbal/oral warning and/or written warnings. Suspensions can also be issued for major infractions committed by an employee with no previous verbal/oral or written warnings.
- (2) The length of the suspension will be determined by the department head with consultation from the human resource department and approved by the city administrator.
- (3) A written notice of proposed suspension, explaining the reason for the proposed suspension and offering the employee a pre-determination hearing, shall be provided by the human resource department to the employee as soon as it can be reasonably delivered. The purpose of the pre-determination hearing is to give the employee the opportunity to challenge the proposed suspension.

#### E. Demotion

- (1) A demotion may serve as a form of disciplinary action. A department head may request a demotion if, in his or her opinion, the demotion is the only option for an employee who is unable to function in his or her current position.
- (2) Employees who refuse a demotion may be terminated from employment.

#### F. Termination

- (1) The city administrator may terminate an employee for just cause at any time. Reasons for termination may include, but shall not be limited to: misconduct, negligence, incompetence, insubordination, unauthorized absences, falsifying records, violating any charter provision, ordinance or any of these personnel policies.
- (2) A termination may result from excessive violations of minor policies in which an employee received a verbal/oral warning, written warning, demotion and/or a suspension. A termination may also result from a serious offense which may include, but shall not be limited to: sexual harassment, violence in the workplace, violation of the City's drug policy, theft and forgery.
- (3) Any employee who is being considered for termination shall be placed on administrative leave. A written notice of proposed termination, explaining the reason for the proposed termination and offering the employee a hearing shall be given to the employee and the hearing shall be held a minimum of at least three (3) days after the employee is placed on administrative leave.

- (4) The hearing shall include the employee's department head, supervisor and a representative from the human resource department. The purpose of the hearing is to give the employee the opportunity to challenge the proposed termination. A final decision shall be rendered and given to the employee at the conclusion of the hearing.

## XV. AMENDMENTS TO THE PERSONNEL RULES

### 1. AMENDMENTS

- A. Amendments may be made to the personnel policies at any time as approved by majority vote of the City Council. The purpose of amendments may be for any of the following:
  - (1) To update policies to reflect changes in local, state or federal law.
  - (2) To address issues brought to the attention of the city administrator and are not specifically addressed by a policy.
  - (3) To clarify a policy.
  - (4) To improve the operations, efficiency or effectiveness of City services.
  - (5) For any other reason deemed necessary by the city administrator or the City Council provided it is in the best interest of the organization and taxpayers of the City as a whole.
- B. All amendments shall include an effective date (to be approved by City Council), and the amendments shall be communicated in writing to employees before the effective date.

### 2. SEVERABILITY

- A. Each section, subsection, paragraph, sentence, and clause of this policy document is hereby declared to be separable and severable.
- B. The invalidity of any section, subsection, paragraph, sentence, or clause shall not affect the validity of any other portion of these rules, and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted.

### 3. SPECIAL NOTE

These personnel policies are for information only. This document is not an employment contract. This document is a statement of current policies, practices, and procedures. Nothing in this document is to be interpreted as giving employees any more property rights in their jobs than may already be given by the City charter. These personnel policies shall be reviewed every two years or as needed. The City reserves the right to change any or all such policies, practices, and procedures in whole or in part at any time, with notice to employees or for compliance with State and Federal Law. The Civil Service Act of the City of Morristown shall take precedence over this document wherever a conflict exists for employees in the Police and Fire Departments.

# The City of Morristown

## Community Development & Planning



TO: City Council  
FROM: Lori Matthews  
DATE: November 14<sup>th</sup>, 2023  
REQUEST: Boarding Homes Text Amendment

Within the past several years, both Planning Staff and Codes Enforcement have found several single-family homes being operated under the guise of a 'boarding house'. Illegal boarding homes are by and large operated in small buildings designated as one or two-family homes; however, their operators illegally subdivide rooms and crowd as many as possible into bedrooms. Illegal boarding houses have operated in violation of both City and State building codes and housing maintenance codes, which prohibit illegal conversions. The greater number of these establishments are unknown to Staff until such time as we receive a complaint from neighbors. Once we are aware of the situation, it is an uphill battle to have the owner/tenants come into compliance with Building Code, Fire Code and Zoning Code. To date, the Community Development Department has shut down four illegal houses, with the help of the State of Tennessee Department of Health.

To address this problem, Staff is proposing to remove 'Boarding Houses' from the following zoning districts: Single Family Residential (R-1B)/ Medium Density (R-2) / Office Medical and Professional (OMP) / Office Medical and Professional Restricted (OMP-R)/ Planned Residential (RD-1) / (IB) Intermediate Business / Local Business (LB) and Central Business District (CBD).

Staff feels that due to the higher density/intensity of some boarding homes, the City's R-3 (High Density Residential) district would be a better option for this type of land use, allowing up to 20 units an acre. Therefore, the only district which would allow this type of use would be R-3.

In addition to limiting Boarding and Rooming to the R-3, Staff is proposing to amend the definition of 'Boarding or Rooming House'. The current definition (below) states it is a single-family dwelling with more than two (2) rooms provided for lodging. The current definition is open-ended as it does not provide a maximum number of rooms to be rented. The proposed definition would place a limit of five boarding (5) rooms allowed.

### **Current definition:**

BOARDING HOUSE shall mean a single-family dwelling where more than two (2) rooms are provided for lodging for definite periods of time. Meals may or may not be provided, but there is one common kitchen facility. No meals are provided to outside guests.

### **Proposed definition:**

BOARDING/ROOMING HOUSE. A building containing a single-family dwelling unit and not more than five guest rooms where lodging is provided with or without meals for compensation. Meals may or may not be provided, but there is one common kitchen facility. No meals are provided for outside guests.

Another problem created by boarding houses is parking. Often, there is not enough parking provided for the family residing plus their renters. Vehicles then end up parking on the grass or along the street. Current parking regulations require one (1) parking space for each room to be rented. Staff is recommending two (2) additional spaces for the single-family residence.

### **Proposed Parking**

Rooming and boarding Houses: One (1) space per rented bedroom plus two (2) spaces for the single-family residence.

### **RECOMMENDATION:**

The Planning Commission at their November 14<sup>th</sup> meeting voted to forward the amendment on to City Council for approval.

ORDINANCE No. \_\_\_\_\_

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING CERTAIN PORTIONS OF TITLE 14 (ZONING AND LAND USE CONTROL), CHAPTERS 2, 3, 4A, 6, 8B, 7, 8, 9, 10, 11 AND 31 OF THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14, Chapter 2, Section 14-203 (DEFINITIONS) be amended as follows:

39. ~~BOARDING HOUSE shall mean a single family dwelling where more than two (2) rooms are provided for lodging for definite periods of times. Meals may or may not be provided, but there is one common kitchen facility. No meals are provided to outside guests.~~

39. *BOARDING HOUSE shall mean a single-family dwelling unit and not more than five guest rooms where lodging is provided with or without meals for compensation. Only one kitchen facility is provided. No meals are provided for outside guests.*

AND, BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of the following Chapters and Sections of Title 14 be deleted;

Chapter 214-203.192 - DEFINITIONS

~~192. — ROOMER shall mean a person who resides in a dwelling who is not a member of the family unit that is the primary occupant of the dwelling and who pays for or performs services in exchange for such services. A “roofer” does not include a person who has separate cooking facilities made available to him. This may also be referred to as a boarder or tenant.~~

Chapter 3 (R-1B) Section 14-302 - USES PERMITTED

~~6. — The taking of roomers provided that no more than two (2) rooms are used for such purposes.~~

Chapter 4A (RD-1) Section 14-4A02.7 – USES PERMITTED

~~7. — The taking of roomers provided that no more than two (2) rooms are used for such purposes.~~

Chapter 6 (R-2) Section 14-602.8 – USES PERMITTED

~~8. — Rooming or boarding house~~

Chapter 8B (OMP-R) Section 14-8B02.19 and 14-8B02.20 – USES PERMITTED

~~19. — Roomers (the taking of) provided that no more than two (2) rooms are used for such purposes.~~

~~20. — Rooming or boarding house.~~

Chapter 8 (OMP), Section 14-802.19 and 14-802.20 – USES PERMITTED

~~20. — Roomers (the taking of), provided that no more than two (2) rooms are used for such purposes.~~

~~21. — Rooming or boarding house.~~

Chapter 9 (LB) Section 14-902.14 – USES PERMITTED

~~14. — Rooming or Boarding House~~

Chapter 10 (IB) Section 14-1003.12 – USES PERMITTED ON REVIEW

~~12. — Roomers, the taking of, provided that no more than two (2) rooms are used for such purposes.~~

Chapter 11 (CBD) Section 14-1102.19 – USES PERMITTED

~~19. — Roomers, the taking of, provided that no more than two (2) rooms are used for such purposes~~



AND, BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14, Chapter 7 (R-3) Section 14-702 be amended to include the following;

1. Any use permitted and as regulated in the R-1 and R-2 Residential Districts.
2. Domestic Violence Shelter (3654-08/04/2020)
3. Zero lot line town homes.
4. ***Boarding House***

AND, BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14, Chapter 31 (OFF- STREET PARKING REQUIREMENTS) Section 14-3103.4.a be amended to include the following;

- a. Residential Dwellings:
  1. Single Family: 2 parking spaces for each unit
  2. Duplex: 2 parking spaces for each unit
  3. Multi-Family: 2 parking spaces for each unit plus one (1) additional visitor space for every five (5) units
  4. Rooming or Boarding House: 1 parking space for each room to be rented; ***2 parking spaces for single-family***

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

Passed on first reading this 21<sup>ST</sup> day of November, 2023.

---

Mayor

ATTEST:

---

City Administrator

Passed on second reading this 5th day of December, 2023.

---

Mayor

ATTEST:

---

City Administrator





## Morristown City Council Agenda Item Summary

**Date:** November 21, 2023

**Agenda Item:** Acknowledge the receipt of three (3) eligible responses to the Request for Proposals for sale and/or redevelopment of the former Fire Station No. 4 and direct staff to negotiate a sales/development contract with the preferred respondent.

**Prepared By:** Andrew Ellard

**Subject:** Old Station 4 Redevelopment RFP

**Background:** City Council deferred action on this item at its November 7 meeting.

**Findings/Current Activity:**

Each of the three proposers have been invited to attend the November 21 meeting to briefly describe their proposed project in order that the council will be more closely familiar with the options.

**Financial Impact:**

All of the proposals are offering to purchase the property and all are between \$200,000 and \$210,000, so purchase price difference is relatively insignificant. Different proposals present different indirect financial impacts such as property tax changes from investment, sales tax potential, and wholesale beer tax potential.

**Action options/Recommendations:**

Staff does not have a firm recommendation and requests the City Council determine which proposed use is preferred and direct the staff to engage one in negotiation for a contract, which would be brought back to City Council for final approval.

**Attachment:** n/a



## Morristown City Council Agenda Item Summary

**Date:** November 21, 2023

**Agenda Item:** Acknowledge the receipt of bids for sale of real estate at 709 Talbott Rd. and award the bid to Ronald Bishop in the amount of \$3,500.

**Prepared By:** Andrew Ellard

**Subject:** Sale of 709 Talbott Road

**Background:** This property was acquired through tax sale and declared surplus by the City Council at its meeting on September 19, 2023.

**Findings/Current Activity:**

Ronald Bishop has offered the highest bid at \$3,500. Note that while the high bid was not turned in with the typical bid form the city uses, it was determined that the bidder followed the instructions specifically provided by the City Attorney. The difference in instructions was an oversight by staff.

**Financial Impact:**

While the bid will not recoup the total cost the city paid at tax sale (\$14,201.36), the only other real option immediately available would be to do nothing and hold the property.

**Action options/Recommendations:**

Staff recommends award.

**Attachment:** Bid tab

**709 Talbott Rd  
BID TAB  
November 21, 2023**

<b>Bidder</b>	<b>Price</b>
Tracey Parker	\$3,003
Ronald Bishop	\$3,500



## Morristown City Council Agenda Item Summary

**Date:** November 21, 2023

**Agenda Item:** Acknowledge the receipt of bids for sale of real estate at 1021 Ridgecrest St. and award the bid to Tracey Parker in the amount of \$7,003.

**Prepared By:** Andrew Ellard

**Subject:** Sale of 1021 Ridgecrest St.

**Background:** This property was acquired through tax sale and declared surplus by the City Council at its meeting on September 19, 2023.

**Findings/Current Activity:**

Tracey Parker has offered the highest (and only) bid at \$7,003.

**Financial Impact:**

While the bid will not recoup the total cost the city paid at tax sale (\$10,422.92), the only other real option immediately available would be to do nothing and hold the property.

**Action options/Recommendations:**

Staff recommends award.

**Attachment:** Bid tab

**1021 Ridgecrest St  
BID TAB  
November 21, 2023**

<b>Vendor</b>	<b>Price per Each</b>
Tracey Parker	\$7,003



## Morristown City Council Agenda Item Summary

**Date:** November 21, 2023

**Agenda Item:** Approve a ground lease between the City of Morristown and Brent Pressley dba Smokey Mountain Aeroplanes to allow for the construction of a hangar as depicted in the proposed agreement. The Morristown Regional Airport Commission recommended approval November 16, 2023.

**Prepared By:** Andrew Ellard

**Subject:** Airport Ground Lease – Pressley

**Background:** Brent Pressley approached the City and Airport Commission earlier this year and requested a ground lease on which to construct a hangar in which to expand his business – Smokey Mountain Aeroplanes. Pressley currently leases a duplex hangar on the airfield, and this new site would be immediately north (next door). The business is engaged in the repair of aircraft – sometimes working for or through insurance companies – and also engages in the sale of aircraft. Pressley intends to continue to operate in the duplex hangar as well. The ground lease anticipates a building up to 50' X 100'.

### Findings/Current Activity:

The proposed location for this ground lease is in keeping with the Airport Layout Plan.

### Financial Impact:

The Airport Commission having also established a new standard ground lease rate of \$0.25 per square foot per year, the anticipated maximum leased area (including building, buffer space, apron, and parking) will be 9,600 square feet. Thus, rent will be \$200 per month, which will be reassessed based on final construction. Rent will also be reassessed every 5 years of the 25-year term. At the end of term, the City owns the building.

### Action options/Recommendations:

Approve lease agreement.

**Attachment:** Ground Lease

MORRISTOWN AIRPORT  
BUILDING SITE/HANGAR LEASE AGREEMENT

This Agreement is entered into this **21st day of November, 2023**, between the CITY OF MORRISTOWN, TENNESSEE, herein called Lessor, and **Brent Pressley, dba Smokey Mountain Aeroplanes, a sole proprietorship**, herein called Lessee.

THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE RENTAL BY LESSOR OF UNIMPROVED LAND TO THE LESSEE.

1. **TERMS:** This Agreement shall commence **on the effective date, the 21st day of November, 2023, and shall remain in effect for a period of twenty-five (25) years from the date of a certificate of occupancy, the date of actual occupancy, or December 1, 2025, whichever is earliest, with certain exceptions noted herein. Should the Lessee not begin vertical construction within 24-months of the effective date as a result of construction delays or supply chain disruptions, this Lease shall be terminated.** If this Lease shall be in force and effect on the date of expiration of the original term, and Lessee shall have on that date fully complied with all the conditions contained herein, Lessee may request that negotiations to execute a new lease be conducted. Lessee shall give request to Lessor in writing at least ninety days prior to the expiration of the original Lease. The Lessee shall provide the most current address and telephone number along with information regarding how to contact them in case of emergency.

2. **RENT:** Lessee shall pay as rent to the City of Morristown for the use of the leased Premises, the amount of **\$ 200.00 per month beginning September 1, 2024, OR on the first day of the month following a certificate of occupancy, OR on the first day of the month following actual occupancy, whichever is earliest, and shall remain the monthly rent during the first five years of the term.**

Rent is based on the Airport Commission and/or Lessor's established policy to charge **\$0.25** per square foot of ground lease area per year, which may be amended periodically. Prior to completion of the Project, the Rent amount above shall be adjusted based on the final, as-built facility, to include the structure plus an approximate 20-foot width apron running the full length of the building and an approximate five (5) foot buffer around the building for access and maintenance, and any dedicated parking area.

**At the end of each five year increment during the lease term, the amount of rent will be adjusted based on the most recently established policy of the Airport Commission and/or Lessor for cost per square foot of ground lease area per year, and except that any increase in rent shall be limited to no more than the average of seven percent (7%) per year.** The lease will be amended to reflect the new rental amount. Rent payment is due on the first of the month and payable by the tenth.

Lessee shall arrange directly with the appropriate utility company or supplier for the initial hook up to the Premises of all utility services, including electric, gas, water and sewer. Lessee shall also be responsible for payment of utility-usage charges during the term of this Lease. ~~If the Lessee ends up engaging in maintenance, performed at the Premises, on aircraft not owned or leased from a third party by Lessee for the exclusive use of Lessee, then as additional rent, Lessee agrees to pay Lessor 4% of the gross monthly income from said operations. Payments shall be made no later than the tenth day of the month succeeding the month on which rental is based. Lessor shall have reasonable access to Lessee's~~



~~financial records, which shall be kept according to generally accepted accounting principles and shall be subject to audit at the direction and expense of Lessor.~~

3. **PREMISES:** The premises leased shall be **up to Ninety-six Hundred (9,600) square feet**, more or less, of unimproved land located **just west of the hangar and office building at 340 Piper Street and between two existing hangars, an address and Hangar Number to be assigned later**, is to be constructed by Lessee, as designated on Exhibit A. **The approximate square footage includes the building and apron as proposed and an approximate five (5) foot buffer around the building for access and maintenance.** Lessee's improvements shall be designed by an architect or engineer licensed in the State of Tennessee. Design of the improvements shall be approved by the City of Morristown, approval not unreasonably withheld. The approved design drawings require submittal to the Tennessee Aeronautics Commission for approval. In addition, Lessor shall provide at no additional cost to Lessee, **vehicle parking rights on the proposed hard surface along the East side of the proposed hangar on the proposed apron/hard surface.** Upon termination of the lease whether at the end of the term(s) described herein or as a result of breach, any and all improvements made upon the premises and affixed thereto shall remain under the ownership and control of the Lessor.

4. **OWNERSHIP:** Title to all land shall remain with Lessor, the City of Morristown. Title to the Hangar to be constructed by Lessee, as designated on Exhibit A, shall remain with Lessee until the expiration of this Lease. At the expiration of this Lease the Lessor shall become the sole owner of the Hangar, free and clear from any lien or any right, claim, or demand of Lessee.

In the event of a cancellation or earlier termination of this Lease all rights, title and interest of Lessee shall expire and the title to any Building and/or fixed improvements shall rest in Lessor which shall be the sole owner of the Building free and clear from any lien or any right, claim, or demand of Lessee. The Lessee shall obtain a Certificate of Occupancy from the City of Morristown Building Official. The lessee shall provide documentation of capital costs associated with the hangar construction to the Lessor within 10 days of receiving a Certificate of Occupancy.

5. **INSURANCE:** Lessee agrees to maintain public liability insurance in the following minimum amounts during the term of this Lease:

BODILY INJURY	PROPERTY DAMAGE
\$1,000,000	\$1,000,000

Lessee also agrees to maintain All Risk Physical Damage Insurance for an agreed upon declared value of the building structures, owned by Lessee, additions under construction and all insurable fixed improvements located on the Premises. At every five-year increment the public liability insurance minimums will be adjusted to reflect the previous five years changes in the Consumer Price Index for all urban customers, all items, seasonably adjusted, as published by the U.S. Department of Labor. The lease will be amended to reflect the new insurance amounts.

6. **USE OF PREMISES:** The Premises hereby leased will be used exclusively for use by the Lessee as a special fixed base operator for cargo and passenger charter operations and for maintenance of Lessee's owned or leased aircraft and maintenance of

Ground Lease – Pressley – 11/2023 - Page 2 of 6

aircraft not owned or leased by the Lessee. Lessee agrees not to provide flying instruction, other than to its own employees; ~~and may not participate directly or indirectly in sales of aircraft at Morristown Airport.~~ Lessee shall fuel only the aircraft owned by the Lessee or leased from a third party for the exclusive use of Lessee. The Lessee shall comply with the City of Morristown's Minimum Standards for Fixed Base Operators title 9, chapter 14, of the City of Morristown's Municipal Code.

Lessor shall not initiate any action or participate in any action which limits or restricts Lessee's aviation business use of the Premises unless required to do so for maintenance of the Morristown Municipal Airport Facility or by Regulations of the Federal Aviation Administration or its successors.

**Failure by the Lessee to complete the construction of the facility upon the leased Premises as presented in Exhibit A in a timely manner and/or to utilize the Premises for its purpose(s) stated herein shall constitute a breach of this agreement.**

**7. MAINTENANCE OF PREMISES AND SERVICES TO BE PROVIDED:** Lessee will maintain the structural components of the Hangar, once constructed, including doors and door mechanisms, heating systems, water, sewer and electrical systems, and weatherproofing. Lessee shall be responsible and liable for any damage to the Hangar Office caused by the Lessee's use or misuse, including, but not limited to, bent or broken interior walls, ceilings and support systems, and doors damaged due to Lessee's improper or negligent operation.

**8. SUBLEASE OR ASSIGNMENT:** The Premises hereby rented may be subleased or assigned by the Lessee with the written consent of Lessor, which consent shall not be unreasonably withheld.

**9. LIABILITIES AND INDEMNIFICATIONS OF LESSOR:**

- Lessor hereby expressly disclaims any and all liability for damage to the aircraft stored on the Premises. If Lessee participates in any way or gives instructions to Lessor's employees, Lessor shall not be liable in any way for damage to the aircraft. Lessee shall be liable for damage to the Lessor's property and/or other stored aircraft arising from the Lessee's negligence including, but not limited to, the carrying on of unauthorized activities on the Premises, painting applications of any kind, and the storage of flammables in the Hangar other than in U.L. approved containers, such as aircraft fuel, automotive fuel or oils that are not stored in the aircraft tanks.
- Lessee shall at all times indemnify and hold the Lessor harmless from all losses, damages, liabilities, claims and expenses, which may arise or be claimed against the Lessor, (except for any claims for injury, death or other damage by Lessor's employees, agents, or servants occurring during the course of their employment), in favor of any person, firm or corporation, consequent upon or arising out of the use of occupancy of the demised premises by the Lessee, or consequent upon or arising out of any act, omission, neglect or fault of the Lessee (or its agents, servants, employees, licensees, customers or invitees), or consequent upon or arising out of the Lessee's failure to comply with the applicable laws, statutes, ordinances or regulations. Lessor shall not be liable to the Lessee for any

damages, losses or injuries to the personal property of the Lessee which may be caused by the acts, neglect, omissions or fault of any person, firm or corporation.

10. **ACCESS RIGHTS:** The Morristown Airport will grant access by the Lessee to the leased Premises every day except when an emergency situation arises that closes the airport.

11. **LEASE TERMINATIONS:** This Lease Agreement may be terminated by Lessor upon the occurrence of any of the following which may be considered a breach of the Lease Agreement, if, upon written notice by Lessor of the breach, Lessee fails to cure said breach within 30 days:

- Failure of Lessee to submit rental payments by the twentieth of any month.
- Improper or unsafe storage of hazardous materials in the Hangar.
- Lessee's failure to comply with any condition as set forth in this Lease Agreement and not reasonably corrected within thirty days of receiving written notice of same by the Lessor. In the event of a breach of this Lease Agreement, the Lessor is hereby authorized to remove the aircraft and the contents of the Hangar, without further obligation to the Lessee or any liability regarding the aircraft or the contents of the Hangar. The Lessee shall be liable for any and all financial cost incurred with any breach of this Lease Agreement such as court costs, reasonable attorney's fees or any costs associated with the removal of the aircraft and any of the Lessee's property in the Hangar.

In the event of a breach not cured as described above, the Lessor shall notify Lessee of the termination in writing; and Lessee shall have ten (10) days in which to remove the aircraft and the contents of the Hangar, after which Lessor is hereby specifically authorized to remove the aircraft and contents of the Hangar, without obligation to the Lessee or liability for aircraft and contents removed.

In addition, this Lease may be terminated by the Lessee upon giving six months' prior written notice of intention to terminate for any reason. Should this Lease expire or be terminated, Lessee shall remove from Lessor's premises all of Lessee's personal property, including trade fixtures and equipment.

12. **INTEREST ON PAST DUE AMOUNTS ATTORNEY'S FEES:** Any amounts payable hereunder by the Lessee to the Lessor which are not paid on or before the date payable shall be subject to a late fee of ten dollars (\$10.00) and interest on the unpaid balance at the rate of 10% per annum. If any rent owing under this Agreement is collected by or through an attorney, or if Lessor employs an attorney to enforce any of the terms or conditions hereof, Lessee agrees to pay, on demand, all costs of collection and/or enforcement, including attorneys' fees.

13. **INSPECTIONS OF THE LEASED PREMISES:** The Lessee will provide the City of Morristown Assistant City Administrator a key or combination or access code to the Lessee's Hangar with the express understanding that the Lessor will have the right to periodically inspect the Premises.

14. **EMINENT DOMAIN:** In addition to any other right Lessee may have under this Lease, Lessee has the right to intervene and appear in its own behalf in any eminent domain proceeding affecting the Premises and to recover any award to which it may be adjudged entitled in connection with Lessee's fixed improvements, trade fixtures, or other personal property, it being understood that, as between Lessor and Lessee, Lessee will be entitled to the portion of the condemnation award for the trade fixtures and other personal property thereon and the portion representing the unamortized cost of any fixed improvements constructed by Lessee after the commencement date of this Lease, such amortization to be on a straight-line basis over the primary term of this Lease.

15. **MISCELLANEOUS PROVISIONS:** No waiver of a breach of any of the covenants or terms contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenants. No modification, release, discharge or waiver of any of the provisions of this Agreement shall be of any force, effect or value unless in writing and signed by the parties.

- This instrument contains the entire Agreement between the parties as of this date and the execution of this Agreement has not been induced by either of the parties by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or understandings whatsoever between the parties in any way touching or affecting the subject matter of this Agreement which are not expressly contained herein.

16. **CONTROLLING LAW:** This Agreement shall be governed by the laws of the State of Tennessee.

I have read and understand this Lease Agreement with the City of Morristown and agree to adhere to the terms and conditions as set forth in this Agreement.

LESSEE: BRENT PRESSLEY, dba SMOKEY MOUNTAIN AEROPLANES

\_\_\_\_\_

LESSOR: CITY OF MORRISTOWN, TENNESSEE

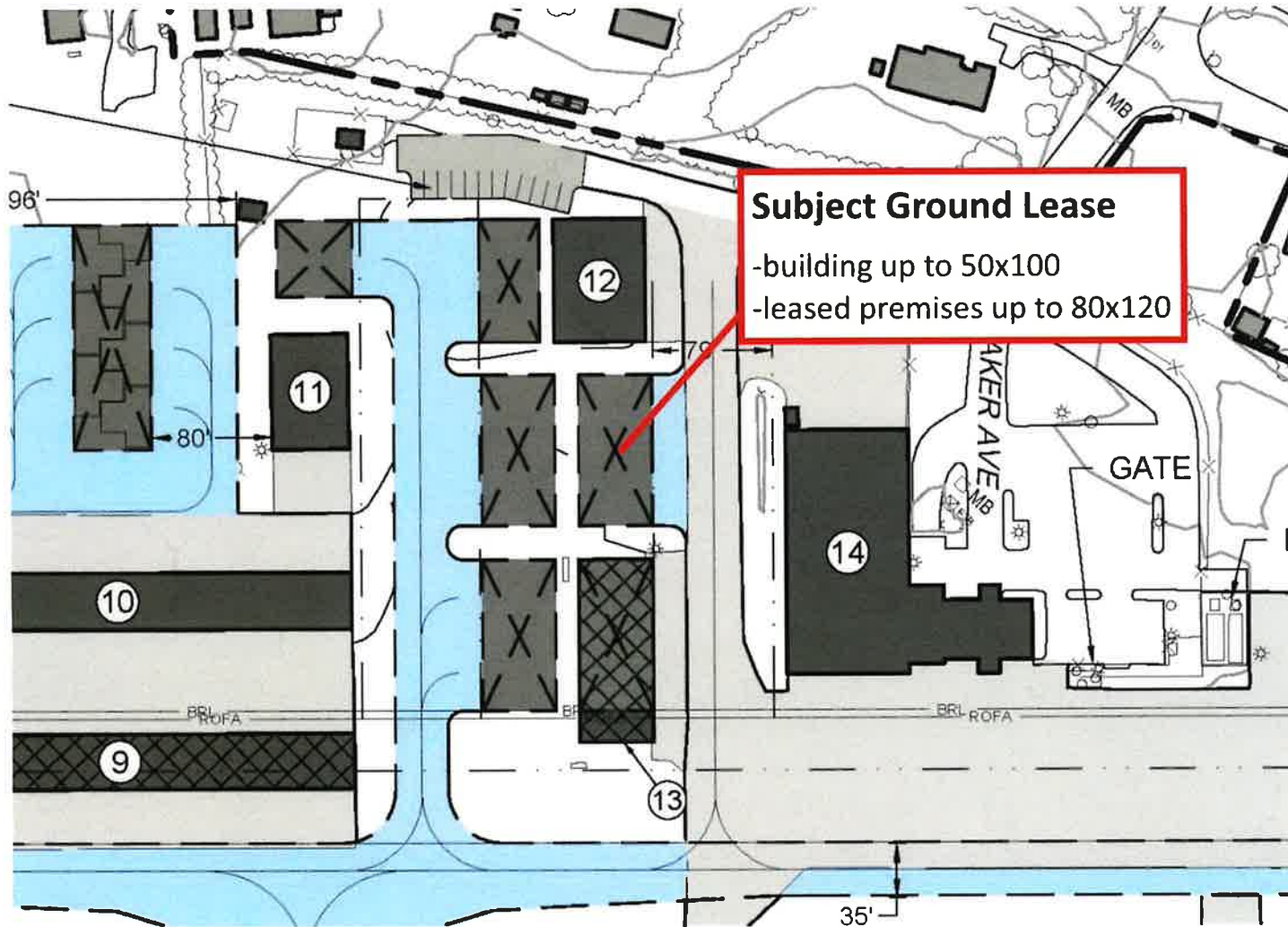
BY: \_\_\_\_\_  
MAYOR

AIRPORT COMMISSION

BY: \_\_\_\_\_  
CHAIRMAN

Exhibit A

(image as shown in the 2018 Airport Layout Play)







## Morristown City Council Agenda Item Summary

**Date:** November 21, 2023

**Agenda Item:** Approve a ground lease and development agreement between the City of Morristown and Southern Flyers EAA Chapter 1494, Inc. to allow for the construction of a hangar and taxilane connection in the eastern portion of the airport. The Morristown Regional Airport Commission recommended approval November 16, 2023.

**Prepared By:** Andrew Ellard

**Subject:** Airport Ground Lease and Development Agreement – EAA

**Background:** The Experimental Airplane Association (EAA) has long been in search of more space – and dedicated space – in which they can take on all the projects and programs they would like to with their local chapter. The Chapter is very active with youth and adult programs alike and regularly hosts community events at the airport.

### Findings/Current Activity:

The proposed development agreement and ground lease would allow for the construction of an approximate 60' by 100' hangar, and would require the construction of a connection to the existing taxilane, which would become part of a public/common use taxilane in the future. Both the taxilane extension and the hangar will be in keeping with the latest (2018) Airport Layout Plan.

### Financial Impact:

All costs will be covered by the EAA. Ground lease rent will be credited by the dollar amount value of the public improvement portion, as estimated by the City's engineer. Additionally, though the City will engage the engineer for civil engineering services, the cost will be passed on to the EAA as well. Though it will be credited against public investment, the starting rent would be \$200 per month based on a 9,600 square foot area for hangar, parking, buffer, and apron. Rent will be adjusted based on the final constructed building and adjusted every 5 years of the 25-year term.

### Action options/Recommendations:

Approve ground lease agreement and development agreement.

**Attachment:** Ground Lease & Development Agreement (one document)

**GROUND LEASE AGREEMENT**

**BETWEEN**

**CITY OF MORRISTOWN, TENNESSEE,**

**MORRISTOWN AIRPORT COMMISSION**

**AND**

**Southern Flyers EAA Chapter 1494, Inc.**

**(AIRCRAFT HANGAR AND  
TAXILANE)**



## TABLE OF CONTENTS

<b>ARTICLE I. DEFINITIONS.....</b>	<b>4</b>
<b>ARTICLE II. TERM .....</b>	<b>6</b>
SECTION 2.1 TERM .....	6
SECTION 2.2 LESSEE'S INSPECTION; DISCLAIMER OF ANY REPRESENTATIONS BY LESSOR.....	6
SECTION 2.3 VESTING OF TITLE TO HANGARS.....	7
SECTION 2.4 SURRENDER OF THE PREMISES.....	7
<b>ARTICLE III. RIGHTS, SPECIFIC PRIVILEGES AND PREMISES OF LESSEE.....</b>	<b>7</b>
SECTION 3.1 USE OF LEASED PREMISES .....	7
SECTION 3.2 USE OF THE AIRPORT .....	8
SECTION 3.3 SPECIFIC RIGHTS OF LESSEE AT AIRPORT .....	8
SECTION 3.4 ACCESS .....	8
SECTION 3.5 ENCUMBRANCES.....	9
<b>ARTICLE IV. PLANNING, DESIGN, CONSTRUCTION AND FINANCING OF PROJECT ...</b>	<b>9</b>
SECTION 4.1 THE PROJECT .....	9
SECTION 4.2 PARTICIPATION OF LESSOR.....	11
SECTION 4.3 FIRE PROTECTION SYSTEM .....	11
SECTION 4.4 DEVELOPMENT RISKS .....	11
SECTION 4.5 REPAIR OF PROJECT.....	12
SECTION 4.6 INSPECTION BY LESSOR.....	12
SECTION 4.7 RECORD DOCUMENTS.....	12
SECTION 4.8 FINANCIAL DOCUMENTS.....	12
<b>ARTICLE V. RENTALS, CHARGES AND FEES .....</b>	<b>13</b>
SECTION 5.1 RENTAL .....	13
SECTION 5.2 PAYMENT PROVISIONS/INTEREST ON OVERDUE AMOUNTS.....	13
SECTION 5.3 TAXES .....	13
SECTION 5.4 UTILITIES AND RELATED CHARGES .....	14
SECTION 5.5 LIENS.....	14
<b>ARTICLE VI. MAINTENANCE AND OPERATION OF AIRPORT.....</b>	<b>14</b>
SECTION 6.1 RESPONSIBILITIES OF LESSOR.....	14
SECTION 6.2 RESPONSIBILITIES OF LESSEE.....	15
SECTION 6.3 EMERGENCY ACCESS.....	15
SECTION 6.4 LESSOR'S RIGHT TO INSPECT AND MAKE REPAIRS .....	15
SECTION 6.5 ALTERATIONS AND IMPROVEMENTS.....	16
<b>ARTICLE VII. DAMAGE OR DESTRUCTION .....</b>	<b>16</b>
SECTION 7.1 LESSEE TO GIVE NOTICE.....	16
SECTION 7.2 RESTORATION.....	16
SECTION 7.3 ALTERNATIVE TO RESTORATION .....	16
SECTION 7.4 RIGHTS OF LESSOR .....	16
<b>ARTICLE VIII. INSURANCE AND INDEMNIFICATION.....</b>	<b>17</b>
SECTION 8.1 LIABILITY INSURANCE.....	17
SECTION 8.2 PROPERTY INSURANCE .....	17

<b>SECTION 8.3</b>	INDEMNIFICATION .....	17
<b>SECTION 8.4</b>	LESSEE INSURANCE REQUIREMENTS .....	18
<b>ARTICLE IX. ENVIRONMENTAL MATTERS .....</b>		<b>19</b>
<b>SECTION 9.1</b>	COMPLIANCE WITH ENVIRONMENTAL LAWS .....	19
<b>SECTION 9.2</b>	NOTICE TO LESSOR .....	19
<b>SECTION 9.3</b>	TERMINATION; INDEMNIFICATION; CERTIFICATION .....	19
<b>ARTICLE X. ASSIGNMENT OR SUBLEASE .....</b>		<b>21</b>
<b>SECTION 10.1</b>	GENERAL .....	21
<b>SECTION 10.2</b>	LESSEE RESPONSIBLE .....	21
<b>SECTION 10.3</b>	CONSENT .....	21
<b>SECTION 10.4</b>	TRANSACTION COSTS .....	21
<b>ARTICLE XI. DEFAULTS .....</b>		<b>21</b>
<b>SECTION 11.1</b>	GENERALLY .....	21
<b>ARTICLE XII. TERMINATION BY LESSOR .....</b>		<b>22</b>
<b>SECTION 12.1</b>	EVENTS PERMITTING TERMINATION BY LESSOR .....	22
<b>ARTICLE XIII. ENCUMBRANCE OF LEASEHOLD AND FEE ESTATE .....</b>		<b>22</b>
<b>SECTION 13.1</b>	LESSEE'S RIGHT TO ENCUMBER .....	22
<b>SECTION 13.2</b>	LESSEE'S OBLIGATIONS .....	23
<b>SECTION 13.3</b>	ENFORCEMENT OF RIGHTS OF MORTGAGEES .....	23
<b>SECTION 13.4</b>	RIGHTS OF RECOGNIZED MORTGAGEES .....	23
<b>SECTION 13.5</b>	MODIFICATION OF AGREEMENT, ETC .....	23
<b>SECTION 13.6</b>	NOTICE AND CURE RIGHTS OF RECOGNIZED MORTGAGEES .....	24
<b>ARTICLE XIV. REPRESENTATIONS, WARRANTIES AND COVENANTS .....</b>		<b>24</b>
<b>SECTION 14.1</b>	BY LESSOR .....	24
<b>SECTION 14.2</b>	BY LESSEE .....	24
<b>ARTICLE XV. GENERAL PROVISIONS .....</b>		<b>25</b>
<b>SECTION 15.1</b>	MINIMUM STANDARDS .....	25
<b>SECTION 15.2</b>	COMPLIANCE WITH LAW .....	25
<b>SECTION 15.3</b>	NONDISCRIMINATION .....	26
<b>SECTION 15.4</b>	NOTICES .....	26
<b>SECTION 15.5</b>	SUCCESSORS AND ASSIGNS BOUND .....	27
<b>SECTION 15.6</b>	GOVERNING LAW; JURISDICTION AND VENUE .....	27
<b>SECTION 15.7</b>	QUIET ENJOYMENT .....	27
<b>SECTION 15.8</b>	NONLIABILITY OF AGENTS AND EMPLOYEES .....	27
<b>SECTION 15.9</b>	NONWAIVER OF RIGHTS .....	27
<b>SECTION 15.10</b>	SEVERABILITY .....	28
<b>SECTION 15.11</b>	HEADINGS .....	28
<b>SECTION 15.12</b>	INCORPORATION OF EXHIBITS .....	28
<b>SECTION 15.13</b>	TIME OF ESSENCE .....	28
<b>SECTION 15.14</b>	ENTIRE AGREEMENT; AMENDMENT .....	28
<b>SECTION 15.15</b>	NO JOINT VENTURE .....	28
<b>SECTION 15.16</b>	REFERENCES TO LESSOR .....	28

**EXHIBITS**

**EXHIBIT A**  
**EXHIBIT B**

CONFIRMATION OF DATE OF BENEFICIAL OCCUPANCY  
LEASED PREMISES

## AGREEMENT

THIS GROUND LEASE AGREEMENT (this "Agreement"), is effective as of the **21st day of November, 2023**, by and between the CITY OF MORRISTOWN, TENNESSEE, a municipality of the State of Tennessee ("Lessor"), the MORRISTOWN AIRPORT COMMISSION, a board created by Lessor to operate the Airport referenced herein ("Commission"), and **SOUTHERN FLYERS EAA CHAPTER 1494, INC., a Tennessee Nonprofit Corporation** ("Lessee").

### WITNESSETH:

WHEREAS, Lessor is the owner of certain real property known as Morristown Regional Airport in Morristown, Tennessee (hereinafter referred to as "Airport"), which is operated on behalf of Lessor by the Commission; and

WHEREAS, Lessor and Commission desire to lease to Lessee a portion thereof, as more particularly described in this Agreement (the "Leased Premises"); and

WHEREAS, Lessee, a developer, desires to design, finance and construct an aircraft storage hangar complex on the Leased Premises to be owned by Lessee as provided in this Agreement and to construct a taxiway connector to provide access to the Leased Premises; and

WHEREAS, Lessor has the right to lease property on the Airport upon the terms and conditions hereinafter set forth, and has full power and authority to enter into this agreement in respect thereof;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants, agreements, and conditions contained herein, including the reservation of rents and the covenant to pay them, the receipt and sufficiency of which are hereby acknowledged, Lessor hereby leases, demises and lets the Leased Premises to Lessee, and Lessee leases and accepts the same under the terms and conditions following:

## ARTICLE I. DEFINITIONS

The following words and phrases, wherever used in this Agreement, shall, for the purpose of this Agreement, have the following meanings:

a. "Airport" means the land areas and facilities which are owned and operated by Lessor and referred to collectively as Morristown Regional Airport.

b. "Airport Engineering Consultant" means Goodwyn Mills Cawood, LLC.

c. "Date of Beneficial Occupancy" means that date upon which Lessee can lawfully occupy the Leased Premises, which shall be the date of certification by the Project architect/engineer that the Project is substantially completed and available for Lessee's occupancy following receipt of the Certificate of Occupancy from the local regulating authority. The Date of Beneficial Occupancy will be memorialized in an exhibit signed by Lessor and Lessee in the form of Exhibit A.

d. "Date of Possession" means the date when Lessor delivers possession of the Leased Premises to Lessee for commencement of construction of the Project, which date, unless otherwise agreed upon by Lessor and Lessee in writing shall be the date hereof.

e. "Environmental Laws" shall refer individually and collectively to any federal, state or local law, rule or regulation pertaining to environmental regulations, contamination, clean-up, environmental disclosures or environmental liens and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq. ("CERCLA") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. §2601 et seq. ("TSCA"); the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq. ("CAA"); the Water Pollution Control Act of 1972, 33 U.S.C. §1251 et seq. (known as the Clean Water Act ("CWA")); the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001 et seq. ("EPCRA" or "SARA Title III"); the Tennessee Hazardous Waste Management Act, T.C.A. §68-46-101 et seq. ("THWA"); the Tennessee Hazardous Waste Management Act of 1983, T.C.A. §68-46-201 et seq. ("THW of 1983"); the Tennessee Air Quality Control Act, T.C.A. §68-25-101 et seq. ("TAQA"); the Tennessee Water Quality Control Act of 1977, T.C.A. §69-3-101 et seq. ("TWQCA"); the Tennessee Petroleum Underground Storage Tank Act, T.C.A. §68-53-101 et seq. ("TPUSTA"); and the Tennessee Hazardous Chemical Right-to-Know Act, T.C.A. §50-3-2001 et seq. ("THCRKA"); or any other federal, state, county or local environmental laws, orders, regulations, rules and ordinances, each as amended to date and now in effect or as hereafter amended, replaced or supplemented from time to time.

f. "Expiration Date" shall have the meaning given to such term in Section 2.3.

g. "FAA" means Federal Aviation Administration of the United States Government, or any Federal agencies succeeding to its jurisdiction.

h. "Fire Protection System" shall mean any fire protection system located on the Leased Premises to the extent required by Section 4.3 hereof.

i. "'Force Majeure Event" shall mean any delays or failures resulting from (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. Force Majeure Event shall only apply to a cause reasonably beyond the control of Lessee.

j. "Ground Rental" shall mean the rental for the land underlying the Leased Premises.

k. "Hangar" means the aircraft hangar to be constructed on the Leased Premises by Lessee as part of the Project in accordance with Article IV hereof together with all other improvements to be constructed on the Leased Premises as may be necessary for the operation of the Hangar. The location of the Hangar shall be substantially the same as the location shown on Exhibit B attached hereto, and the Hangar shall contain **up to 6,000 square feet but no less than 4,800 square feet and shall include space sufficient for aircraft storage, office space, restroom(s), and other features as may be beneficial to the Lessee's proposed uses. The final design for the Hangar shall be subject to approval of the Lessor.**

l. "Hazardous Material" shall refer to any petroleum product and any hazardous or toxic wastes or substances which because of their quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger of hazard to the public health, safety or welfare or to the environment, including without limitation any asbestos (whether or not friable) and any asbestos containing materials, waste oils,

solvents and chlorinated oils, polychlorinated biphenyls (PCB's), toxic metals, etchants, pickling and plating wastes, explosives, reactive metals and compounds, pesticides, herbicides, urea formaldehyde, foam insulation, or any other substances, chemicals, materials and/or wastes that are defined as hazardous, dangerous and/or toxic under, or regulated by, any Environmental Laws.

m. "Leased Premises" means the premises on the Airport to be leased to Lessee beginning on the date hereof. For purposes of execution of this Agreement, the Leased Premises is depicted on Exhibit B, but the parties agree that upon completion of the Project, Exhibit B shall be replaced with a final exhibit depicting the Leased Premises with as-built improvements prepared, at the expense of Lessee, by a licensed surveyor in the State of Tennessee selected by Lessee and approved by Lessor. **The final exhibit shall clearly distinguish between the Leased Premises and other common space, including those Off-Site Improvements constructed by Lessee. Leased Premises will include at a minimum an area extending five (5) feet beyond any constructed walls, any dedicated parking area, and apron area(s).**

n. "Lessee" means Southern Flyers EAA Chapter 1494, Inc., a Nonprofit Corporation organized and existing under the laws of the State of Tennessee.

o. "Lessor" means the City of Morristown, Tennessee, with the **duly authorized agent being the City Administrator**, who shall act with respect to the rights and obligations of Lessor under this Agreement.

p. RESERVED

q. "Off-Site Improvements" means the **construction of taxiway and/or taxilane from the end of the existing taxiway at the Airport to provide access to the Hangar as described in Article IV hereof**, the location and size of such Off-Site Improvements being generally shown on Exhibit B attached hereto.

r. "Project" means the construction of the Hangars and the Off-Site Improvements.

s. "TAC" means the Tennessee Aeronautics Commission, which is a commission established by the State of Tennessee.

t. "Term" means the term that this Agreement is in effect.

## ARTICLE II. TERM

### Section 2.1 Term.

The Term of this Agreement shall commence upon the Date of Possession and shall continue thereafter for a period of **twenty-five (25)** years from the earlier of (i) the Date of Beneficial Occupancy and (ii) **two (2)** years from the Date of Possession, subject to prior termination as provided herein. Upon the expiration of the Term, Lessee acknowledges that it will have no right to extend the term of this Agreement and that Lessor shall have no obligation to negotiate with Lessee regarding any such extension.

### Section 2.2 Lessee's Inspection; Disclaimer of Any Representations by Lessor.

Lessee accepts the Leased Premises "as is" and further agrees that, in taking this Agreement, it is



governed by its own inspection of the Leased Premises and the plans for the property leased hereby and its own judgment of their desirability for its purpose, and has not been governed or influenced by any representation of Lessor as to condition and character of the Leased Premises; that no agreements, stipulations, reservations, exceptions or conditions whatsoever have been made or entered into in regard to the Leased Premises or this Agreement, which will in any way vary, contradict or impair the validity of this Agreement or of any of its terms and conditions as herein set forth. Lessee also understands and acknowledges that the Leased Premises are subject to substantial noise due to aircraft taking off and landing at the Airport. Furthermore, Lessee takes this Agreement and the Leased Premises subject to all easements and encumbrances of record respecting the Leased Premises and to all statutes, ordinances and regulations of competent governmental authority affecting the occupancy and use thereof, the construction and maintenance of improvements thereof, and the business and occupations to be engaged in by Lessee, in force now or subsequently put in force during the Term of this Agreement.

### **Section 2.3    Vesting of Title to Hangars.**

At the Expiration Date or upon an earlier termination of this Agreement, whether by default, eviction or otherwise, the Leased Premises, the Hangars shall then become the sole property of Lessor or Lessor's designee, free and clear of all claims to or against them by Lessee or any third person, and all liens, security interests and encumbrances, other any liens, security interests or encumbrances expressly agreed to by Lessor. It is agreed that at the Expiration Date of this Agreement, Lessee shall remove any movable personal property which Lessee has placed on the Leased Premises (with any such property not removed being deemed abandoned by Lessee after thirty (30) days following the Expiration Date), except any property which has been attached to the Leased Premises in such manner as to become a fixture (the property which Lessee may not remove shall include, but not be limited to, electric and gas fixtures, switches and controls, floor and wall coverings, heating and air conditioning equipment) and provided further, that any damage resulting from such removal is repaired within sixty (60) days after the Expiration Date. Lessee shall deliver up and surrender to Lessor possession of the Leased Premises, broom cleaned, free of debris, in good order, condition and state of repair (excepting ordinary wear and tear) but in its then "AS IS" condition, and deliver all keys to Lessor. As used herein, "Expiration Date" means the date on which the Term expires or is terminated for any reason.

### **Section 2.4    Surrender of the Premises.**

Lessee covenants and agrees that upon expiration of the Term of this Agreement, or upon earlier termination of this Agreement as provided herein, it will peaceably surrender possession of the Leased Premises in good condition, reasonable wear and tear excepted; and that Lessor shall not be required to give notice to quit possession at the expiration date of the term of this Agreement. Lessee's continued occupancy of the Lease Premises without the prior written consent of Lessor shall be on a month-to-month basis terminable by Lessor at any time at a rent equal to a per diem rent equal to 1.5 times the fair market value rent of the Leased Premises, as reasonably determined by Lessor.

## **ARTICLE III. RIGHTS, SPECIFIC PRIVILEGES AND PREMISES OF LESSEE**

### **Section 3.1    Use of Leased Premises.**

Upon completion of the Project, Lessee shall solely operate the Leased Premises as a fixed base operator to be used for the following purposes: **Storage of active aircraft; Shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft; Construction of amateur-built or kit-built aircraft provided that activities are conducted safely; Storage of aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft; items related to ancillary or**



**incidental uses that do not affect the hangars' primary use; Storage of materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, and materials related to ancillary or incidental uses that do not affect the hangars' primary use; Storage of non-aeronautical items that do not interfere with the primary aeronautical purpose of the hangar (for example, televisions, furniture).**

### **Section 3.2 Use of the Airport.**

Lessee and its employees, guests, patrons, and invitees shall have the right to the use, in common with other duly authorized users, of the Airport and appurtenances, together with all facilities, improvements, equipment and services which have been or may hereafter be provided for common use at or in connection with the Airport, subject to the Minimum Standards, as defined in Section 12.2 hereof. The right to use facilities available for common use at the Airport shall include the right for Lessee and its employees and invitees to utilize public parking areas upon the same terms as other users of the Airport. Lessee shall not use any portion of the Leased Premises for a use that is not aviation-related.

### **Section 3.3 Specific Rights of Lessee at Airport.**

Lessee is authorized to do the following at the Airport:

- a. The construction of the Project, including all activities reasonably necessary to complete such construction.
- b. The installation, maintenance and operation of such radio, communication, meteorological and aerial navigation equipment and facilities in, on and about the Leased Premises as may be necessary or convenient in the opinion of Lessee for its operations; provided that the location of such equipment and facilities outside of buildings shall be subject to the prior written approval of Lessor, which approval shall not be unreasonably delayed or withheld.

### **Section 3.4 Access.**

- a. Subject to the provisions hereof, the legal requirements of the Transportation Security Administration ("TSA"), FAA and TAC, and such reasonable restrictions as Lessor may impose with respect to the Leased Premises, provided such Lessor restrictions do not unreasonably interfere with Lessee's use of the Leased Premises, Lessor hereby grants to Lessee, its agents, suppliers, employees, contractors, guests, and invitees, the right and privilege of free and unrestricted access, ingress, and egress to the Leased Premises and to public areas and public facilities on the Airport.
- b. The ingress and egress provided for above shall not be used, enjoyed, or extended to any person engaging in any activity or performing any act or furnishing any service for or on behalf of Lessee that is not authorized to be engaged in or performed under the provisions hereof unless expressly authorized by Lessor.
- c. Lessor shall have the right at any time or times to close, relocate, reconstruct, change, alter, or modify any such means of access provided for Lessee's use pursuant to this Agreement or otherwise, either temporarily or permanently; provided that (i) reasonable notice to Lessee and a convenient and adequate means of access, ingress and egress shall exist or be provided in lieu thereof at the same time and Lessor pays for such alteration; and (ii) notwithstanding the foregoing, Lessor shall not have the right to change Lessee's access or ingress/egress points to the airport taxiways unless such change is necessitated by an FAA-mandated change or modification to the taxiway configuration. Lessor shall suffer no liability by reason thereof and such action, if performed in compliance with the terms of this subsection, shall in no way alter or affect any of Lessee's obligations under this Agreement.

### Section 3.5 Encumbrances.

The Leased Premises are accepted by Lessee subject to any and all existing easements or other encumbrances reflected in the public records or disclosed by Lessor to Lessee prior to the execution of this Agreement. Lessor reserves the right to establish, grant or utilize easements or rights-of-way over, under, along and across the Leased Premises for utilities, pipelines, drains or access as it may deem advisable for the public good; provided, however, that such easements or rights-of-way shall not unreasonably interfere with Lessee's use of the Leased Premises and Lessor agrees to give prior reasonable notice to Lessee of any such relocation of easements, to pay all costs of relocating the easements and repairs to that portion of the Leased Premises affected by the relocation.

## ARTICLE IV. PLANNING, DESIGN, CONSTRUCTION AND FINANCING OF PROJECT

### Section 4.1 The Project.

Lessee covenants that it will design, construct and finance the Project on the Leased Premises, in accordance with and subject to the following terms and conditions:

a. The engineering and design firm for the Off-Site Improvements and hangar site preparation shall be the Airport Engineer. **Lessor shall contract directly with the Airport Engineer to provide preliminary engineering and design services leading to the design of off-site improvements and hangar site preparation and related geotechnical due diligence, and shall contract directly with the Airport Engineer to provide construction administration services and third-party testing relative to the off-site improvements, and the Lessee shall reimburse Lessor for the cost of such services as such cost is incurred within thirty (30) days of receipt of each invoice therefor. Prior to authorizing the Airport Engineer to proceed with any of the aforementioned services, the Lessor shall provide the Lessee with the Engineer's cost quotation or proposal for the work and shall only proceed once the Lessee has acknowledged and approved the cost quotation.** Any engineering and design firm for the remainder of the Project and building contractor chosen by Lessee for the Project shall all be subject to prior review and approval by Lessor which approval will not be unreasonably withheld, delayed or conditioned, and the cost of such services shall be solely the responsibility of the Lessee.

b. **The Lessee shall be responsible for developing certain Off Site Improvements necessary to construct a taxilane running perpendicular from the runway's parallel taxilane to a point at least as far as the furthest point of the Lessee's Premises. The Off Site Improvements shall be designed by the Airport Engineer in a manner that conforms with the latest Airport Layout Plan and as designed to take into consideration geotechnical concerns, adjacent hangar areas, drainage, utilities, and the ability by the Airport to continue expansion of the taxilane per the Airport Layout Plan in the future. Lessee may phase the Project as determined most suitable to the Lessee, except that:**

- (i) the off-site improvements relative to grading and drainage for the entire Leased Premises shall be fully completed as designed;**
- (ii) the off-site improvements relative to taxilanes shall be completed such that they do not prevent or hamper further extension at a later date;**

c. All plans and specifications for the Project (the "Plans and Specifications") shall be submitted to Lessor by Lessee (other than the Plans and Specifications for the Off-Site Improvements, which shall be procured by Lessor) prior to the commencement of construction of the Project. Such Plans and Specifications shall be subject to the prior written approval of Lessor. All work to be performed by or on behalf of Lessee shall conform to the Plans and Specifications, shall be of good quality and workmanship, and shall be free of all structural defects. Lessee shall not make any material changes (e.g.,

those requiring permits) to the Plans and Specifications without the prior written consent of Lessor, and any such changes shall not, in any event, reduce the quality of the Project. In the event the Plans and Specifications have to be submitted to the TAC, Lessee will cooperate with such submission.

d. The Plans and Specifications submitted to Lessor shall (i) be in accordance with all applicable laws, rules, codes and ordinances, (ii) specify quality of materials and workmanship, and (iii) be prepared by an appropriate design professional, licensed to practice in Tennessee.

e. Lessee shall submit to Lessor no later than ten (10) days after approval by Lessor of the Plans and Specifications, the following of which shall be subject to Lessor's reasonable approval:

(i) The contract with the engineering and design firm for the remainder of the Project other than the Off-Site Improvements, and, if with a party other than Lessee, a construction contract, fully executed for the construction of the Project with a solvent, reputable contractor approved by Lessor and with construction to be completed within a date certain;

(ii) A certificate or certificates of builders risk insurance in the amount of the total construction cost of the Project, naming Lessor as an additional insured against losses caused by negligence or willful misconduct of Lessee or its agents;

(iii) A copy of the building permit(s) or other applicable permit(s) necessary to construct the Project;

(iv) Performance and payment bonds relating to the construction of the Project, naming Lessor as a dual obligee, in such amounts as would be obtained if Lessor was undertaking the contracting for the construction of the Project;

(v) Evidence reasonably satisfactory to Lessor that Lessee has available to it sufficient funds to carry out the construction; and

(vi) A letter of credit from a financial institution acceptable to Lessor that will secure the performance of Lessee with respect to the construction of the Off-Site Improvements and shall be in an amount of **not less than the dollar amount estimated by the Airport Engineer for the construction of the Off-Site Improvements and Hangar area site preparation** or such other security as is acceptable to Lessee.

All design and construction contracts shall be assignable to Lessor upon a termination of this Agreement due to a default by Lessee upon notice from Lessor, with no further action by Lessor, and such contracts shall provide that the firms that are parties thereto will only look Lessor for payment of their fees and expenses pursuant to the terms of such contracts that accrue following such assignment (and that Lessee shall remain responsible for any fees and expenses incurred prior to such time).

f. Upon reasonable notice from Lessor, Lessee shall permit Lessor and/or its duly authorized representatives and agents to enter upon the Leased Premises and to inspect the Project and all materials to be used in the construction thereof to insure compliance with the Plans and Specifications, and shall cooperate and cause all persons involved with the construction of the Project to cooperate with Lessor and/or its representatives and agents during such inspections. During the course of construction, Lessor shall further have the right to ascertain to its satisfaction that the construction of the Project is progressing in accordance with the requirements of this Section and industry standards. In the event Lessor shall determine that the work is not progressing substantially and materially in accordance with such requirements, Lessor shall notify Lessee in writing of its specific objections, and Lessee shall, within fifteen (15) days of receiving such notice, remedy any defects as specified by Lessor or, if such defects

cannot be remedied in such period, then Lessee shall diligently commence remedying such defects and shall continue with such steps until the defects are cured to the reasonable satisfaction of Lessor. In the event that Lessee shall fail or refuse to remedy such defects, Lessor shall have the right to remedy such defects at Lessee's expense and/or declare a default under this Agreement. The provisions contained in this section shall not impose on Lessor any of Lessee's obligations under this Agreement, nor shall they create any liability of Lessor by virtue of Lessor's having inspected the Leased Premises or the Project.

g. Notwithstanding Lessor's right to inspect as set forth above, Lessee shall be solely responsible for ascertaining and ensuring that the Project is constructed or installed in accordance with the Plans and Specifications and that the Plans and Specifications and the construction of the Project comply with all fire, health and sanitary codes and regulations and all other laws, rules, codes and regulations that relate to the construction, use or occupancy of the Project, whether federal, state or local. Any construction which is not in accordance with such requirements shall be remedied promptly by Lessee. Lessee shall be responsible for all liabilities arising out of its failure to construct or cause the construction of the Project in accordance with the Plans and Specifications or by reason of defects in materials or workmanship, and Lessee shall hold Lessor harmless from and against any such liabilities. Lessee shall indemnify and hold Lessor harmless from and against all losses, costs, damages or expenses, including injury to or death of any person and any damage to real or personal property, and including reasonable attorneys' fees and court costs, arising out of or in any way connected with or related to the construction of the Project unless and to the extent caused by Lessor's negligence or willful misconduct, and Lessor shall be entitled to recover attorneys' fees and court costs incurred in enforcing its right of indemnification hereunder.

h. No freestanding signs shall be permitted except as may be placed by the Lessor. Any signs erected on the Leased Premises (i) must conform with the general architectural scheme of the Leased Premises and any related property owned by Lessor, (ii) must be approved by Lessor prior to the installation thereof, which approval shall not be unreasonably withheld, and (iii) shall comply with applicable ordinances or other governmental restrictions; and the determination of such requirements and the prompt compliance therewith shall be the responsibility of Lessee. Lessor reserves the right to install hangar addressing, numbering, etc. consistent with any wayfinding or emergency identification scheme as it may see fit.

#### **Section 4.2** Participation of Lessor.

Lessor or its designated agent shall have the right to periodically observe the scope and quality of the construction in progress to assure themselves that it meets the approved Plans and Specifications.

#### **Section 4.3** Fire Protection System.

If required by applicable law, including FAA regulations, Lessee covenants that it will include in the Hangars, at Lessee's sole cost, a Fire Protection System to serve the Hangars. The Fire Protection System shall be designed and constructed or installed in strict accordance with all applicable nationally recognized fire codes, and with all applicable state and local codes, regulations and ordinances.

#### **Section 4.4** Development Risks.

Except as provided for in Article IV, Lessee agrees to commence all phases construction of the Project by **December 31, 2025** and, subject to any applicable Force Majeure Event, and except as provided for in Article IV, to complete the Project by **December 31, 2026**. Lessee shall give written notice of a delay or failure resulting from a Force Majeure Event as soon as reasonably practicable to Lessor stating the date and extent of such delay or failure and the cause thereof, and Lessee shall resume the performance of such obligations as soon as reasonably practicable after the removal of such cause.



#### **Section 4.5**    Repair of Project.

Lessee covenants and agrees with Lessor that, during the Term hereof, Lessee shall undertake and perform, or shall cause to be undertaken and performed at Lessee's sole cost and expense, all construction, repairs, replacements, maintenance and reconstruction as permitted herein, whether foreseen or unforeseen, ordinary or extraordinary, structural or non-structural and including all roofs and all pavement, and whether occurring on the interior or exterior of any improvements erected, or to be erected, by Lessee on the Leased Premises, and all additions thereto or alterations thereof. **Following acceptance by the Lessor of all Off-Site improvements, reference in this section to maintenance of pavement shall only apply to pavement on the Leased Premises, and maintenance of pavement on Off-Site Improvements shall be the responsibility of the Lessor.** Lessee will not suffer or permit any waste or neglect of any part of the Leased Premises and will take such steps as often as may be necessary to keep the buildings, paved areas, appurtenances and other improvements on the Leased Premises in a safe, good and sound condition commensurate with its intended use, reasonable wear and tear excepted. In the event Lessee fails or refuses to perform its obligations hereunder, Lessor shall have the right, but not the obligation, to perform such work upon reasonable notice and, if applicable under the aforesaid provisions, to be reimbursed by Lessee for the cost thereof upon billing therefor.

All property of every kind which may be on the Leased Premises during the term hereof shall be at the sole risk of Lessee or those claiming under Lessee, and Lessor shall not be liable to Lessee or to any other person whomsoever for any injury, loss or damage to any such property in or upon said Leased Premises and the entrances, sidewalks and walkways adjoining same unless, and to the extent, that such injury, loss or damage is caused by the negligence or willful misconduct of Lessor or its agents.

#### **Section 4.6**    Inspection by Lessor.

Subsequent to the Date of Possession, Lessor and/or Lessor's duly authorized agents shall have the right with reasonable prior notice to Lessee to enter the Leased Premises at all reasonable hours for the purpose of (i) inspecting same, (ii) performing obligations of Lessor under this Agreement, (iii) performing obligations of Lessee hereunder which Lessee may neglect or refuse to perform, and (iv) showing the Leased Premises to prospective tenants no earlier than six (6) months prior to the end of the Term. The provisions contained in this section shall not impose on Lessor any of Lessee's obligations under this Agreement, nor shall they create any liability of Lessor by virtue of Lessor's having inspected the Leased Premises.

#### **Section 4.7**    Record Documents.

Upon the completion of the Project, Lessee shall deliver to Lessor (a) complete sets of record drawings and specifications, in both paper and electronic formats, depicting the as-built conditions of the Project, (b) a complete set of bound operating and maintenance manuals for all equipment, systems and materials suppliers as required by the Plans and Specifications, (c) a complete set of guarantees and warranties from contractors, subcontractors, equipment manufacturers and materials suppliers as required by the Plans and Specifications, with assignments of each to Lessor and (d) a complete set of release of lien forms from all contractors, subcontractors, equipment manufacturers and material suppliers.

#### **Section 4.8**    Financial Documents.

Prior to the Date of Possession of the Leased Premises, Lessee shall deliver to Lessor evidence that Lessee has sufficient funds for the construction of the Project.

**ARTICLE V.  
RENTALS, CHARGES AND FEES**

**Section 5.1**    Rental.

a.        Lessee shall pay as rent to the Lessor for use of the Leased Premises excluding Off-Site Improvements. Rent is based on the Airport Commission and/or Lessor's established policy to charge \$0.25 per square foot of ground lease area per year, which may be amended periodically. Rent shall be \$ 200.00 per month (\$ 2,400.00 per year) beginning on the earlier of the date of Beneficial Occupancy or two (2) years following Date of Possession, except that:

- 1) Prior to completion of the Project, the Rent amount above shall be adjusted based on the final, as-built facility, to include the structure plus an approximate 20 foot width apron running the full length of the building and an approximate five (5) foot buffer around the building for access and maintenance, and any dedicated parking area;
- 2) Rent may increase every five (5) years within the 25-year term, measuring from the date the 25-year term activated, and increase shall be based on policy change by the Airport Commission and/or Lessor, and subject to a limitation of no more than seven percent (7%) per year; and
- 3) The parties agree that the costs of engineering and design and of constructing the Off-Site Improvements, as estimated by the Airport Engineer, shall constitute a credit against rental payments hereunder and no further rent payment shall be due until such time that the credit against Rent is fully depleted and the Lessor begins to invoice the Lessee.

b.        Lessee shall pay for all utilities to the Leased Premises which shall be billed directly to Lessee.

c.        Lessee shall be solely responsible for expenses required or necessary for any maintenance on the Leased Premises including landscaping, roads, snow removal, street lights, and like expenses.

d.        Lessee also agrees to pay all other amounts, liabilities and obligations which Lessee herein assumes or agrees to pay including the payments described in Section 5.3. Such amounts, liabilities and obligations are referred to herein as Additional Rent.

**Section 5.2**    Payment Provisions/Interest on Overdue Amounts.

Any amounts payable by Lessee to Lessor hereunder shall be due within thirty (30) days of the date of the invoice therefor. Any payment not received within thirty (30) days after the due date shall accrue interest at a rate equal to the Prime Rate published in the The Wall Street Journal plus 2% per annum.

**Section 5.3**    Taxes.

Lessee and Lessor (i) recognize that under present law, the interest in the Leased Premises owned by Lessor is exempt from all taxation in the State of Tennessee, and (ii) agree that Lessee shall not be required to reimburse Lessor for any taxes that may in the future be imposed on Lessor's interest in the Leased Premises. Lessee acknowledges that its leasehold interest may be subject to taxation. Lessee shall pay all taxes of whatever character that may be lawfully levied, assessed, or charged for Lessee's particular Leased Premises by any governmental entity upon the property, real and personal, occupied, used, or owned by Lessee, or upon the rights of Lessee to occupy and use the Leased Premises, or upon Lessee's improvements, fixtures, equipment, or other property thereon, or upon Lessee's rights or

operations hereunder. Lessee shall have the right at its sole cost and expense to contest the amount or validity of any tax or license fee as may have been or may be levied, assessed, or charged.

#### **Section 5.4** Utilities and Related Charges.

Lessee shall be responsible for and shall pay when due:

- a. All costs of utility services to the Leased Premises, which Lessee agrees shall be metered separately to the Leased Premises.
- b. Annual charges for service to fire hydrants serving the Hangars, in full or pro rata, as appropriate.
- c. Inspection fees for Lessee's Fire Control System, if any, at the Leased Premises.
- d. Any other fees and charges associated with the operation of the Leased Premises, in full or pro rata, as appropriate.

#### **Section 5.5** Liens.

Lessee has the obligation to construct improvements on the Leased Premises as more particularly set out in Article IV; however, Lessee shall not permit any liens to attach to Lessor's interest in the Leased Premises as a result of such construction or at any time during the term of this Agreement, and all persons are put on notice of the fact Lessee shall never, under any circumstances, have the power to subject the interest of Lessor in the Leased Premises to any mechanics' or materialmen's lien or other liens of any kind. If any mechanics' liens or other lien or order for the payment of money shall be filed against the Leased Premises or building(s) or improvements thereon by reason of, or arising out of, any labor or material furnished or alleged to have been furnished to or for Lessee at the Leased Premises, or for or by reason of any change, alteration or addition by Lessee, or the cost or expense thereof or any contract relating thereto, or against Lessor, then Lessee shall within thirty (30) days after the filing of any such lien cause the same to be canceled and discharged of record, by bond or otherwise, at the election and expense of Lessee, and shall defend on behalf of Lessor, at Lessee's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such liens or orders, and Lessee shall pay any damages and discharge any judgment entered thereon and shall indemnify and hold Lessor harmless from any claim or damage resulting therefrom. If Lessee fails to keep this covenant, in addition to any other remedies available to Lessor under this Agreement or otherwise, Lessor may at its option discharge such lien or order, in which event Lessee agrees to pay Lessor, on demand, a sum equal to one hundred fifteen percent (115%) of the amount of the lien or order thus discharged by Lessor plus Lessor's costs, expenses and attorney's fees. NOTICE IS HEREBY GIVEN THAT LESSOR SHALL NOT BE LIABLE FOR ANY LABOR OR MATERIALS FURNISHED OR TO BE FURNISHED TO LESSEE ON CREDIT, AND THAT NO MECHANIC'S, MATERIALMAN'S, OR OTHER LIEN FOR ANY SUCH LABOR OR MATERIALS SHALL ATTACH TO OR AFFECT THE REVERSIONARY OR OTHER INTEREST OR ESTATE OF LESSOR IN AND TO THE REAL ESTATE AND IMPROVEMENTS WHICH MAKE UP THE LEASED PREMISES.

### **ARTICLE VI. MAINTENANCE AND OPERATION OF AIRPORT**

#### **Section 6.1** Responsibilities of Lessor.

- a. Lessor agrees that it will with reasonable diligence prudently improve, and at all times maintain and operate the Airport with adequate, efficient, and qualified personnel and keep it in good



repair; will keep the Airport and its aerial approaches free from obstruction and interference for the safe and proper use thereof by Lessee's customers; and will develop, maintain and operate the Airport in all respects in a manner at least equal to the standards established by the FAA and any other governmental agency having jurisdiction thereof, except for conditions beyond the control of Lessor.

b. Lessor agrees that it will comply with and conform to all present and future statutes and ordinances, and regulations promulgated thereunder, of all federal, state and other government bodies of competent jurisdiction which apply to or affect, either directly or indirectly, Lessor or Lessor's operations and activities under this Agreement.

c. Lessor shall be responsible for the maintenance, cleaning, and operation of the Off-Site Improvements, once completed. **For purposes of this section, completion involves formal acceptance of all conditions by the Lessor based on inspections and/or testing performed by the Airport Engineer during the course of the project,** the acceptance of which shall not be unreasonably withheld.

#### **Section 6.2** Responsibilities of Lessee.

a. Lessee shall at all times, including during construction of the Project, keep the Leased Premises neat, orderly, sanitary and presentable, and shall cause to be removed from such space, at Lessee's own expense, all toxic, hazardous and non-toxic waste, garbage and rubbish brought on the Leased Premises by Lessee or its agents, suppliers, employees, contractors, guests, and invitees, and it agrees not to deposit the same on any part of Airport, except that Lessee may deposit same temporarily in its Leased Premises or in space designated by Lessor for properly documented collection and removal.

b. Lessee agrees to operate and maintain the Leased Premises in accordance with the Environmental Laws, and with the rules and regulations of the Tennessee State Fire Marshal, the National Fire Protection Association codes, applicable building codes, and commonly accepted industry practice.

c. Lessee further covenants that it will not under any circumstances release or dispose of unused or contaminated fuel, oil, solvents, paint or other petroleum or petrochemical products of any type, whether liquid or solid, or any other material deemed a Hazardous Material, by dumping or burning by fire, either upon or off the Airport premises in any manner or fashion, but shall release or dispose of the same only in accordance with environmentally accepted practices and disposal procedures and practices as set forth above; and shall cause any soil or other portion of Airport premises which has become contaminated by any Hazardous Materials stored or used by Lessee on the Airport premises to be remediated, decontaminated, detoxified or otherwise cleaned up in accordance with the requirements of cognizant governmental authorities. Lessee's obligations as to Hazardous Wastes upon termination of this Agreement shall be governed by Article IX hereof.

#### **Section 6.3** Emergency Access.

At Lessee's cost, Lessee agrees to provide Lessor with a key or keys to any fire box installed on or about the Leased Premises containing keys or a master key to the Hangars solely for the purpose of providing Lessor with access to the Hangars in the event of an emergency. Said key or keys shall at all times be under the control of Lessor's designated agent. The provisions contained in this section shall not impose on Lessor any obligations to Lessee under this Agreement, nor shall they create any liability of Lessor by virtue of Lessor's having emergency access to the Leased Premises or the Project.

#### **Section 6.4** Lessor's Right to Inspect and Make Repairs.

a. Lessor, by its authorized officers, employees, agents, contractors, subcontractors and other representatives, shall have the right (upon reasonable prior notice, at such times as may be

reasonable under the circumstances and with as little interruption of Lessee's operations as is reasonably practicable) to enter upon the Leased Premises, accompanied by an authorized Lessee representative, if practicable, for the following purposes:

b. To inspect such space to determine whether Lessee has complied and is in compliance with the terms and conditions of this Agreement.

c. Upon reasonable advance notice (except in the event of an emergency), to perform such maintenance, cleaning or repair as Lessor reasonably deems necessary, if Lessee fails to perform its obligations under this Article VI, and/or to respond to environmental or other conditions on the Leased Premises for which Lessee is not responsible under this Agreement. It is agreed and understood that Lessor shall not be responsible for any interruption to Lessee's business or for any monetary losses suffered by Lessee associated therewith, and Lessor shall be entitled to recover the reasonable cost of such maintenance, cleaning or repair from Lessee, plus an administrative charge of 15% of such cost from Lessee.

#### **Section 6.5 Alterations and Improvements.**

a. Once the Project is completed, Lessee shall make no material alterations, additions, improvements to, or installations on the Leased Premises or the Hangars (e.g., those requiring permits) without the prior written approval of Lessor, which shall not be unreasonably delayed or withheld.

b. All alterations and improvements other than movable personal property, shall at Lessor's option become part of the realty and Lessor may elect to have title vest with Lessor upon termination hereof.

### **ARTICLE VII. DAMAGE OR DESTRUCTION**

#### **Section 7.1 Lessee to Give Notice.**

In the event of any damage to or destruction of any improvements on the Leased Premises or any part thereof, Lessee will give written notice thereof to Lessor, generally describing the nature and extent of such damage or destruction.

#### **Section 7.2 Restoration.**

In the event of any damage to or destruction of any improvements on the Leased Premises or any part thereof, Lessee shall commence the work of restoring the Improvements and shall, subject to delays beyond the reasonable control of Lessee, prosecute the restoration to completion with all reasonable dispatch, such restoration to be completed, in any event, within twelve (12) months of the date of any damage to or destruction of any improvements on the Leased Premises. The Leased Premises shall be restored to substantially equal or better condition than prior to such damage or destruction. Lessee shall be entitled to utilize the insurance proceeds received from the insurance required under Article VIII hereof for restoration.

#### **Section 7.3 LEFT BLANK INTENTIONALLY**

#### **Section 7.4 Rights of Lessor.**

Lessee covenants and agrees with Lessor that no damage or destruction to any building or improvement on the Leased Premises by fire, wind, storm, or any other casualty shall entitle Lessee to surrender possession of the Leased Premises or to terminate this Agreement, or to violate any of this

Agreement's provisions.

## **ARTICLE VIII. INSURANCE AND INDEMNIFICATION**

### **Section 8.1**    Liability Insurance.

Lessee shall maintain in full force at all times during the Term hereof, and during its occupancy of the Leased Premises, a policy or policies of insurance issued by a company authorized to do and doing business in the State of Tennessee and providing such insurance coverage and in such amounts as set forth below in Section 8.4, insuring commercial general liability, including personal injury, accidental death and property damage against losses arising from the negligence or misconduct by Lessee or its assignees or its duly authorized agents or employees under this Agreement.

### **Section 8.2**    Property Insurance.

a.     Lessee shall be responsible for providing, at its sole cost, builder's risk insurance during construction of the Project and property insurance upon the completed Hangars, in the amount of the full replacement cost thereof (subject to such deductibles as may be agreed to in advance by Lessor). Such insurance shall be on "Causes of Loss – Special Form" (formerly known as "All-Risk") and shall insure against the perils of fire and extended coverage and other covered perils under the policy. Lessee shall also be responsible for providing at its sole cost, property or other suitable insurance covering any improvements, machinery and equipment, fixtures and furnishings located on the Leased Premises by Lessee.

b.     The proceeds of such insurance shall be made available for the use of either Lessor or Lessee, subject to the rights of Lessee's lender, to satisfy any obligation to repair or restore the Hangars under Article VII hereof. In the event of such an insured loss, Lessee shall be responsible for the cost of repair or replacement to the extent of the approved deductible and any gap or portion of repair/replacement cost that exceeds what is covered by insurance proceeds.

c.     Lessee agrees to furnish to Lessor policies or certificates of insurance as evidence that such valid insurance is in full force and effect at all times throughout the term of this Agreement. Lessor and its Commissioners, officers and employees shall be named as additional insureds against losses caused by negligence or willful misconduct of Lessee or its agents on each such liability insurance policy and each such policy shall provide that Lessor be given thirty (30) days written notice prior to any cancellation, alteration or non-renewal of the coverage. Failure to maintain such insurance coverage in force shall be cause for termination of this Agreement by Lessor if not supplied within thirty (30) days of written notice to Lessee, as applicable, provided, however that, if at any time Lessee shall fail to obtain and maintain in force the insurance required herein, Lessor may but shall have no obligation to, on written notice to Lessee, obtain such insurance for Lessee's account and obtain reimbursement within thirty (30) days from Lessee.

### **Section 8.3**    Indemnification.

a.     Lessee shall indemnify and hold harmless, and defend Lessor and its Commissioners, officers and employees from and against any or all liability or loss, cost or expense, including any judgments, fines, penalties, damages, assessments, indemnities or contributions, and the reasonable fees of attorneys, auditors and consultants, arising out of or in connection with, or pertaining to the performance by Lessee or its officers, agents, and employees of any of their respective obligations under the Lease. Nothing contained herein shall require Lessee to indemnify any indemnified party for any damages to the extent resulting from the gross negligence or willful misconduct of Lessor or the agents, servants or employees of Lessor.

b. Lessor shall give to Lessee prompt and timely notice of any such claims or actions. Lessor shall be entitled to designate counsel, subject to the approval of Lessee, to represent Lessor in connection with matters covered by the provisions of this Section, and said provisions shall survive the expiration or early termination of this Agreement.

c. Lessee agrees to insure the above contractual obligation to Lessor; Lessee and its insurer, or either of them, shall have the right to compromise and defend all claims, actions, suits or proceedings to the extent of Lessee's interest therein; and in connection therewith, the parties hereto agree to cooperate fully with each other and with Lessee's insurer in the defense thereof.

#### **Section 8.4 Lessee Insurance Requirements.**

a. Lessee shall maintain in force at all times during the term of the Lease or during the occupancy of the Leased Premises, insurance coverage with an insurance carrier reasonably acceptable to Lessor, and licensed to do business in the State of Tennessee. Lessee agrees to carry the following coverages:

- (1) Worker's Compensation as required by law.
- (2) Employer's Liability with minimum statutory limit.

b. In addition to the above, Lessee shall provide the following policies which shall name Lessor and its Commissioners, officers, employees and agents as additional insureds against losses caused by negligence or misconduct of Lessee or its agents:

(1) Commercial Liability Insurance with additional coverage for Aviation Premises Liability including Products/Completed Operations Liability and Personal Injury and Advertising Injury Liability, which shall have limits of no less than Two Million Dollars (\$2,000,000) each occurrence.

(2) Hangarkeepers' Liability which shall have a limit of no less than Two Million Dollars (\$2,000,000) each occurrence.

(3) Vehicle Liability Insurance with Two Million Dollars (\$2,000,000) Combined Single Limit for bodily injury and property damage (insuring the use of owned, non-owned and hired vehicles and employee non-ownership use).

(4) Aircraft Liability, with limits of Five Million Dollars (\$5,000,000.00).

Lessee agrees to require all contractors, vendors and suppliers performing work or services for Lessee to insure their vehicles for a minimum of Two Million Dollars (\$2,000,000) each occurrence for bodily injury and property damage for work or services performed at the Airport.

c. In the event of a breach of the above insurance provision, if such failure is not corrected or cured within thirty (30) consecutive days following such breach, Lessor shall have the right to terminate this Agreement and to repossess said Leased Premises and hold the same as if this Agreement had not been made or issued.

d. All policies of insurance required from Lessee shall, to the extent obtainable, provide that any loss shall be payable to the claimant notwithstanding any act of negligence of Lessee which might otherwise result in a forfeiture of said insurance. Said policy or policies shall provide that they will not be reduced, allowed to lapse or canceled for any reason without thirty (30) days prior written

notice to Lessor. Lessee shall furnish Lessor during the term hereof with proper certificate or certificates evidencing that such insurance is continuously in force. These certificates of insurance must be provided prior to Lessee occupying the Leased Premises.

e. It is agreed and understood Lessee is to bear 100% of the risk of loss or damage to its or its customers' aircraft while on the Leased Premises (unless and to the extent any such loss or damage is caused by the negligence or willful misconduct of Lessor or its agents), and Lessee shall be solely responsible for providing insurance coverage for its aircraft when on the Leased Premises and/or in the Hangars. It is further understood and agreed that Lessor does not carry hangarkeeper's liability insurance with limits of coverage sufficient to cover the cost of Lessee's or their customers' Aircraft should such an aircraft suffer damage or destruction while on the Leased Premises, and Lessor does not intend to provide any insurance protection for such aircraft, which will remain the sole responsibility of Lessee.

f. In addition, Lessee agrees to hold harmless Lessor as respects diminution of value of Lessee's or its customers' Aircraft and loss of use of such Aircraft from aircraft damage resulting from Lessee's use of the Leased Premises (unless and to the extent any such loss or damage is caused by the negligence or willful misconduct of Lessor or its agents).

## **ARTICLE IX. ENVIRONMENTAL MATTERS**

### **Section 9.1** Compliance with Environmental Laws.

Lessee shall at all times, at its own cost and expense, comply with all Environmental Laws relating to the use, analysis, management, handling, generation, storage, sale, disposal or transportation of any Hazardous Materials.

### **Section 9.2** Notice to Lessor.

Lessee shall give written notice to Lessor as soon as is practicable and in no event later than three (3) business days after the date on which Lessee learns or first has reason to believe that:

a. There has or will come to be located on or about the Premises any Hazardous Material, the management, generation, transportation, storage, use or handling of which requires a permit, license or approval from, or notice to or registration with any federal, state or local governmental agency.

b. Any release, discharge or emission of any Hazardous Material has occurred on or about the Premises.

c. Any (i) enforcement, cleanup, removal or other governmental or regulatory action has been threatened or commenced against Lessee or with respect to the Leased Premises pursuant to any Environmental Laws; or (ii) any claim has been made or threatened by any person or entity against Lessee or the Leased Premises on account of any alleged loss or injury claimed to result from the alleged presence or release on the Premises of any Hazardous Material; or (iii) any report, notice or complaint has been made to or filed with any governmental agency concerning the presence, use or disposal of any Hazardous Materials on the Leased Premises.

### **Section 9.3** Termination; Indemnification; Certification.

a. Upon the Expiration Date, Lessee shall promptly, in full compliance with all applicable



law, including but not limited to Environmental Law, (i) cause all Hazardous Materials previously owned, stored or used by Lessee to be safely removed from the Leased Premises and properly disposed of in one or more duly permitted facilities; (ii) unless otherwise agreed to by Lessor, remove any and all aboveground or underground storage tanks or other containers installed by Lessee to store and/or dispense any Hazardous Materials on the Leased Premises, and repair any damage to the Leased Premises caused by such removal; (iii) with respect to any and all aboveground or underground storage tanks owned by Lessor but used by Lessee for storage or distribution of Hazardous Materials, have such tanks inspected and certified as being in full compliance with applicable Environmental Law, and to the extent required by Lessor, provide a temporary or permanent Certificate of Closure for each such tank. In the event such a tank is closed temporarily, but not permanently, all leak-detection and corrosion protection systems, as well as, any other regulatory requirements under Environmental Law for temporarily out-of-service tanks, must be met and remain in place and be fully operational at the time Lessee surrenders the Leased Premises to Lessor; and (iv) cause any soil or other portion of the Leased Premises that has become contaminated by any Hazardous Materials stored or used by Lessee on the Leased Premises to be decontaminated, detoxified or otherwise cleaned up in accordance with the requirements of cognizant governmental authorities; and (v) (notwithstanding paragraph 1.9.4 of the Rules and Regulations) surrender possession of the Leased Premises to Lessor at a level of cleanliness in no event less than levels of the applicable state governmental cleanup standards attributable to each and every Hazardous Material generated or used by Lessee or stored or disposed of by any party other than Lessor or its agents, contractors or permittees in or on the Leased Premises during the term of this Agreement; provided, further, that nothing in this Section shall diminish Lessor's indemnity rights (as set forth in Section 9.2.b) or allow, permit or otherwise result in the material reduction in value, for purposes of leasing, financing or sale of Lessor's property included in the Leased Premises, and provided further that no restrictions on the use of said property or other institutional controls shall be imposed as a result of an action or inaction by Lessee, or by any local, state or federal authorities.

b. Lessee shall indemnify Lessor, defend with counsel reasonably acceptable to Lessor (which counsel may be provided by Lessee's liability carrier), and hold Lessor free and harmless from any liabilities, damages, claims, penalties, fines, settlements, causes of action, costs or expense, including reasonable attorneys' fees, environmental consultant and laboratory fees and the costs and expense of investigation and defending any claims or proceedings, resulting from or attributable to any of the following circumstances if they arise from or relate to the acts or omissions of Lessee or its employees, contractors, agents, licensees or invitees: (i) the presence, disposal, release or threatened release of any Hazardous Material that is on, from or affecting the Leased Premises including the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to the Hazardous Material; (iii) any lawsuits or administrative order relating to the Hazardous Material; or (iv) any violation of any laws applicable to the Hazardous Material.

c. Lessee's indemnification obligations under this Section shall survive the expiration or sooner termination of the term of this Agreement.

d. Lessor, without affirmatively assuming any liability for pre-existing conditions, hereby releases Lessee from any claim by Lessor to the extent arising from or out of environmental conditions on the Leased Premises which pre-existed at Lessee's Date of Beneficial Occupancy under this Agreement, excepting from the release, however, any claim arising from or out of such environmental condition which is negligently aggravated or exacerbated by the action or inaction of Lessee or Lessee's agent, servants or employees.

## **ARTICLE X. ASSIGNMENT OR SUBLEASE**

### **Section 10.1** General.

Lessee shall not assign this Agreement in whole or in part, nor sublease all or any part of the Leased Premises, nor permit other persons to occupy the Leased Premises or any part thereof, nor grant any license or concession for all or any of the Leased Premises, without prior written approval of Lessor.

### **Section 10.2** Lessee Responsible.

No assignment, transfer, conveyance or sublease by Lessee shall relieve Lessee of its responsibility for payment of rent and performance of all other obligations provided in this Agreement, without specific written consent by Lessor to such relief. Lessee further covenants that it will include provisions in any sublease or assignment document requiring the assignee to comply with the terms and provisions of this Agreement.

### **Section 10.3** Consent.

Consent by Lessor to any type of transfer provided for by this Article X shall not in any way be construed to relieve Lessee from obtaining further consent for any subsequent transfer or assignment of any nature whatsoever.

### **Section 10.4** Transaction Costs.

Lessee agrees to reimburse Lessor for any and all reasonable legal, administrative or other expenses or costs related to any assignment approved hereunder. Lessee will pay such costs and expenses immediately and directly to Lessor upon execution of the documents necessary to conclude the transaction.

## **ARTICLE XI. DEFAULTS**

### **Section 11.1** Generally.

In addition to the right of Lessor to terminate this Agreement as set forth in Section 12.1, Lessor shall have the right to terminate this Agreement immediately upon the occurrence of any one or more of the following circumstances, which termination shall be accomplished by written notice to Lessee setting forth the effective date of termination:

a. In the event that there is any default in performance of any obligation by Lessee hereunder, including the payment of any amount due hereunder, and such default continues for thirty (30) days following written notice by Lessor to Lessee or if Lessee violates the Minimum Standards for Fixed Base Operators found in Title 9, Chapter 14 of the Municipal Code of Lessor, as amended from time to time, and such violation is not cured within thirty (30) days following written notice by Lessor to Lessee.

b. Upon receipt by Lessor of notice of cancellation or nonrenewal of Lessee's insurance, or upon receipt of notice of reduction of Lessee's insurance below the limits required herein. Lessee shall have a period of thirty (30) days within which to replace said insurance or restore it to the required limits; and Lessee's failure to do so within the said period shall constitute ground for termination and Lessee shall be required to cease all operations immediately.



c. Within a reasonable time after receiving notice of the filing of any involuntary petition of bankruptcy against Lessee and failure of Lessee to have the same dismissed within ninety (90) days; the occurrence of any act which operates to deprive Lessee permanently of the right, powers and privileges necessary for the proper conduct and operation of the Leased Premises as contemplated hereby; or, the levy of any attachment or execution which substantially interferes with Lessee's operation under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.

d. Issuance by any Court of competent jurisdiction of any injunction substantially restricting Lessee's activities and the continuation of the injunction, whether permanent or temporary, for a period of thirty (30) days.

Upon the occurrence of any of the foregoing circumstances, Lessor shall be entitled to exercise its rights under the letter of credit or other security provided pursuant to Section 4.1(e) in addition to the termination rights described above.

Lessor shall have in addition all rights and remedies as may be provided to landlords by law or equity.

## **ARTICLE XII. TERMINATION BY LESSOR**

### **Section 12.1 Events Permitting Termination by Lessor.**

Lessor shall have the right to terminate this Agreement as to any portion of the Leased Premises needed for approved Airport expansion but only to the extent required by the FAA, provided Lessor gives three hundred and sixty-five (365) days advance written notice (or less time if specifically dictated by the FAA) to Lessee of the need to reclaim the Leased Premises for approved Airport expansion, and purchases from Lessee any improvements on the Leased Premises at fair market value. In such event, and subject to the availability of alternative site(s), Lessor shall offer to Lessee an alternative site with similar operating area, with access to Airport facilities, and upon lease terms no different from the terms of this Agreement, provided that the duration of the replacement lease may be modified upon written agreement of the parties.

## **ARTICLE XIII. ENCUMBRANCE OF LEASEHOLD AND FEE ESTATE**

### **Section 13.1 Lessee's Right to Encumber.**

With the prior written approval of Lessor, which shall not be unreasonably withheld, delayed or conditioned, and after Lessor has had adequate time to review any documents related to Lessee's right to encumber the Leased Premises or the Hangars, Lessee may encumber all or any portion of its interest in the Leased Premises, the Hangars, this Agreement and the leasehold estate hereunder by deed of trust, mortgage, deed to secure debt or other security instrument (herein, a "Mortgage"); provided that the beneficiary or holder of any such Mortgage (herein, a "Mortgagee") shall have agreed to provide default notices to Lessor and Lessee simultaneously. Except as provided elsewhere in this Article XIII, each such Mortgage and any other security instrument in favor of a Mortgagee (a) shall be subject and subordinate to all rights and interests of Lessor herein and shall only secure debt incurred to finance improvements to the Leased Premises, including the Hangars, (b) shall be a lien on only Lessee's interests in and to the Leased Premises, the Hangars, this Agreement, the leasehold estate hereunder and any rents, revenues and

profits related thereto and any personal property, equipment and other assets of Lessee, (c) shall not be a lien on Lessor's fee simple interest in the Leased Premises or reversionary interest in the Hangars, and (d) shall not afford to a Mortgagee, or anyone claiming by, through or under a Mortgagee, any greater rights hereunder than Lessee has under this Agreement other than certain rights as set forth in a subordination, non-disturbance and attornment agreement to be executed by Lessor, Lessee, and such Lender. Lessee shall deliver to Lessor copies of all documents recorded to evidence any and all Mortgages and all notices of default received by Lessee from any Mortgagee and, as stated above, each Mortgagee shall be required to provide copies of default notices to Lessor simultaneously with providing the same to Lessee.

### **Section 13.2** Lessee's Obligations.

Lessee covenants and agrees to pay, or cause to be paid, the indebtedness secured by any Mortgage when the same shall become due and payable and to perform, when such performance is required, all obligations of the grantor or mortgagor thereunder. Lessee further agrees not to suffer or permit any default to occur and continue under any Mortgage beyond the expiration of any applicable cure period. Lessee shall cause a true, complete and correct copy of each recorded Mortgage, together with written notice containing the name and post office address of the corresponding Mortgagee, to be delivered to Lessor.

### **Section 13.3** Enforcement of Rights of Mortgagees.

A Mortgagee may enforce its rights under its Mortgage and acquire title to Lessee's interest in the Leased Premises, the Hangars, this Agreement and the leasehold estate hereunder in any lawful way, and upon foreclosure or other enforcement of such Mortgage, take possession of the Leased Premises; subject, however, to the terms, provisions and conditions of this Agreement. During such time as such Mortgagee or any successor in interest is the owner and holder of Lessee's interest in the Leased Premises, the Hangars, this Agreement and the leasehold estate hereunder, whether by foreclosure or otherwise, such interests acquired hereunder shall be subject to all of the terms, conditions and provisions of this Agreement. A Mortgagee shall not become personally liable for any of Lessee's obligations under this Agreement unless and until such Mortgagee becomes the owner of the leasehold estate by foreclosure, exercise of a power of sale, assignment in lieu of foreclosure or exercise of a power of sale or otherwise, and thereafter such Mortgagee shall remain liable for such obligations only so long as it remains the owner of the leasehold estate. If a Mortgagee becomes the owner of the leasehold estate, such Mortgagee may assign this Agreement without the prior written consent of Lessor provided that the assignee of such Mortgagee agrees to be bound by the terms of this Agreement and agrees to operate the Hangars pursuant to the "Use" provisions hereof.

### **Section 13.4** Rights of Recognized Mortgagees.

Any Mortgagee may give notice to Lessor of the name and address of such Mortgagee (such Mortgagee is sometimes referred to herein as a "Recognized Mortgagee"), and if such notice is given, such Recognized Mortgagee shall have the rights provided in Section 13.6.

### **Section 13.5** Modification of Agreement, Etc.

So long as any Mortgage held by a Recognized Mortgagee remains outstanding and unsatisfied of record, no modification or amendment of this Agreement, waiver of any right hereunder, or surrender, acceptance of surrender or cancellation hereof by Lessee shall be of any force or effect unless approved or consented to in writing by such Recognized Mortgagee, and all such acts shall be null and void if done while such Mortgage remains outstanding and unsatisfied of record unless such approval or consent is obtained.

### **Section 13.6** Notice and Cure Rights of Recognized Mortgagees.

Lessor shall provide to each Recognized Mortgagee a copy of each notice of default by Lessee at the same time as and whenever any such notice of default shall thereafter be given by Lessor to Lessee, addressed to such Recognized Mortgagee at its address last furnished to Lessor. No such notice by Lessor to Lessee hereunder shall be deemed to have been duly given unless and until a copy thereof has been served on such Recognized Mortgagee in the manner provided in this Agreement. Lessor further agrees that:

a. Such Recognized Mortgagee shall (subject to unavoidable delays) upon receipt of a notice of default hereunder have a period of additional thirty (30) days within which to cure or correct such default (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if such Recognized Mortgagee has commenced such cure within such additional thirty (30) day period and is diligently pursuing to completion the remedies or steps necessary to cure or correct such default, but in no event more than ninety (90) additional days without Lessor's prior written consent). If Lessee defaults with respect to the performance of its obligations hereunder, such Recognized Mortgagee shall have the right to remedy such default or cause the same to be remedied within the period described above and otherwise as provided herein. Lessor will accept performance by any such Recognized Mortgagee of any covenant, condition or agreement on Lessee's part to be performed hereunder with the same force and effect as though performed by Lessee. No event of default with respect to the performance of work required to be performed, or asked to be done, or conditions to be remedied, shall be deemed to exist, so long as any such Recognized Mortgagee shall, in good faith, have commenced promptly to cure such matter and to prosecute the same to completion with diligence and continuity under the terms hereof.

b. The time of any Recognized Mortgagee to cure any default by Lessee that reasonably requires that said Recognized Mortgagee be in possession of the Leased Premises to do so shall be deemed extended to include the period of time required by said Recognized Mortgagee to obtain such possession (by foreclosure or otherwise) with due diligence; provided, however, that such Recognized Mortgagee shall have delivered to Lessor its written commitment to cure outstanding defaults reasonably requiring possession of the Leased Premises; and further provided that during such period all other obligations of Lessee under this Agreement, including payment of rent, shall be duly performed.

c. No provision of this Agreement shall be construed or interpreted as obligating any Mortgagee to undertake to cure or correct any default of Lessee hereunder.

## **ARTICLE XIV. REPRESENTATIONS, WARRANTIES AND COVENANTS**

### **Section 14.1** By Lessor.

Lessor represents, warrants and covenants to Lessee as follows:

a. That Lessor has no knowledge of any pending or threatened litigation, claim, investigation or condemnation against, relating to or affecting the Leased Premises, or Lessee's rights under this Agreement; and

b. That the Leased Premises are properly zoned for the operation of the Hangars.

### **Section 14.2** By Lessee.

Lessee represents, warrants and covenants to Lessor as follows:

a. That Lessee is a duly organized, validly existing limited liability company, is in good standing under the laws of the state of Tennessee, and has all requisite power and authority necessary to enter into and carry out the provisions of this Agreement;

b. That Lessee will comply with all laws, rules, regulations, ordinances and orders, federal, state and local, that relate to or affect Lessee's use and occupancy of the Leased Premises or Lessee's rights therein; and

c. That Lessee shall not commit nor suffer to be committed any waste upon the Leased Premises or any nuisance or act or thing that may disturb the quiet enjoyment of other tenants, if any, of the land adjoining the Leased Premises.

d. That the execution and delivery by Lessee of this Agreement, and the performance of its obligations hereunder, will not violate any existing law or regulation or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which Lessee is a party or by which it or any of its property is bound or any charter, operating agreement or any of the rules or regulations applicable to Lessee, or its property or any decree or order of any court or other governmental body; and

e. That no instrument, document or agreement, including this Agreement, to which Lessee is a party or by which it or its properties may be bound or affected materially adversely affects, or may reasonably be expected so to affect, the business, operations, property or financial condition of Lessee as it relates to Lessee's obligations under this Agreement.

## **ARTICLE XV. GENERAL PROVISIONS**

### **Section 15.1** Minimum Standards.

a. Lessee shall observe and obey the Minimum Standards of Lessor, and as same may be amended from time to time during the term hereof, as well as any other rules, policies, executive orders or directives which may from time to time be promulgated by Lessor governing conduct on and operations at the Airport and use of its facilities; provided, however, such amendment or other rules, policies, executive orders or directives shall not unreasonably restrict or hinder Lessee's use of the Leased Premises unless such amendment or other rules, policies, executive orders or directives are imposed upon Lessor by federal or state law, rule or regulation.

b. Lessee shall not violate, nor knowingly permit its agents, contractors, or employees or others acting on Lessee's behalf to violate any of the Minimum Standards.

### **Section 15.2** Compliance with Law.

a. Lessee shall not use the Leased Premises or any part thereof, or permit the same to be used by any of its employees, officers, agents, subtenants, contractors, invitees or licensees in a manner to constitute a public or private nuisance, or for any illegal purposes, and shall, at all times during the term of this Agreement, comply with all applicable ordinances and laws of any city, county or state government or of the United States Government, and of any political division or subdivision or agency, authority or commission thereof which may have jurisdiction to pass laws or ordinances or to make and enforce rules or regulations with respect to the use hereunder of the Leased Premises, and Lessee's operations therein.



b. At all times during the term of this Agreement, Lessee shall, in connection with its activities and operations at the Airport:

(i) Comply with and conform to all present and future statutes and ordinances, and regulations promulgated thereunder, of all federal, state and other government bodies of competent jurisdiction which apply to or affect, either directly or indirectly, Lessee or Lessee's operations and activities under this Agreement, including maintaining in current status any federal, state or local licenses and permits required for the operation of Lessee's business.

(ii) Make all nonstructural improvements, repairs and alterations to the Leased Premises (subject to prior written approval of Lessor), equipment and personal property which are required to comply with or conform to any of such statutes and ordinances.

(iii) Be and remain an independent contractor with respect to all installations, construction, and services performed by or on behalf of Lessee hereunder.

(iv) Pay, or guarantee payment of all lawful fines and penalties as may be assessed by Lessor or against Lessor for violations of federal, state or local laws, ordinances, rules or regulations, or Airport Rules and Regulations, by Lessee or its employees, agents or invitees, within thirty (30) days of written notice of such fines or penalties.

c. Lessee hereby acknowledges that this Agreement shall be subordinate to the provisions of any existing and future agreements (including, without limitation, grant agreements) between Lessor and the United States of America and the State of Tennessee (together with their boards, agencies, or commissions) relative to the operation or maintenance of the Airport, the execution of which have been, or will be, required as a condition to the expenditure of Federal or State funds for the development of the Airport.

### **Section 15.3 Nondiscrimination.**

Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (i) no person on the grounds of race, color, national origin, religion, disability, sex or age shall be excluded from participation in, denied the benefits of or otherwise subjected to discrimination in the use of the Leased Premises, (ii) in the construction of any improvements on, over or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, religion, disability, sex or age shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination, and (iii) Lessee shall use the Premises and the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

### **Section 15.4 Notices.**

a. Notices required herein may be given by (i) nationally recognized overnight courier service, (ii) by hand delivery or (iii) registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid. Any such notice so mailed shall be presumed to have been received by the addressee three business days after deposit of same in the mail or upon receipt if delivered by hand delivery or one business day after delivery to a nationally recognized overnight service. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

- (1) Lessor: City of Morristown, TN  
100 West First North Street  
P.O. Box 1499  
Morristown, TN 37816  
Attention: City Administrator  
  
With a copy to:  
Morristown Airport Commission  
100 West First North Street  
P.O. Box 1499  
Morristown, TN 37816  
Attention: Chairman
- (2) Lessee: Southern Flyers EAA Chapter 1494, Inc.  
1894 Longview Lane  
Dandridge, TN 37725  
Attention: Karen Hughes Collins

b. If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified above.

**Section 15.5** Successors and Assigns Bound.

This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

**Section 15.6** Governing Law; Jurisdiction and Venue.

This contract shall be governed by the laws of Tennessee; and any disputes arising out of or related to this contract shall be resolved in accordance with said laws. The parties agree that any action or legal proceeding arising out of or related to this contract shall be brought in the state courts or in the federal court in the district where the Airport is located; and the parties hereby consent to and waive any objection to jurisdiction or venue in said courts.

**Section 15.7** Quiet Enjoyment.

Lessee shall, upon its compliance with the terms, covenants, conditions and obligations on the part of Lessee to be performed and complied with hereunder, peaceably have and enjoy the rights, uses and privileges of the Leased Premises.

**Section 15.8** Nonliability of Agents and Employees.

No officer, commissioner, agent or employee of Lessor or the Commission shall be charged personally or held contractually liable by or to Lessee under any term or provision of this Agreement or because of any breach thereof or because of its or their execution or attempted execution hereof.

**Section 15.9** Nonwaiver of Rights.

No waiver of default by either party of any of the terms, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept and observed by the other party.



**Section 15.10 Severability.**

If one or more clauses, sections or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby.

**Section 15.11 Headings.**

The headings of the several articles and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

**Section 15.12 Incorporation of Exhibits.**

All exhibits referred to in this Agreement are intended to be and hereby are specifically made a part of this Agreement.

**Section 15.13 Time of Essence.**

It is specifically agreed that the performance of every term, covenant and condition hereof is of the essence of this Agreement.

**Section 15.14 Entire Agreement; Amendment.**

This Agreement, together with all exhibits attached or to be attached hereto, constitutes the entire agreement between the parties hereto as to the lease of the Leased Premises, and all other representations or statements heretofore made, verbal or written, are merged herein; and this Agreement may be amended only by a writing executed by duly authorized representatives of the parties hereto.

**Section 15.16 No Joint Venture.**

The relationship of the parties shall at all times be that of independent contractors, and nothing herein shall be deemed to create any joint venture, partnership or other such relationship between the parties. Neither party shall be liable for any acts or omissions of the other party, or its agents, servants, employees or independent contractors, or for any condition resulting from the operations or activities of any such party or concessionaire, such party's agents, servants, employees or independent contractors, or for any damage resulting from the operations or activities of such party's agents, employees or independent contractors either to each other or to any other person.

**Section 15.16 References to Lessor.**

All references herein to Lessor shall include both the City of Morristown, Tennessee and the Morristown Airport Commission unless the context clearly requires otherwise, provided that any consent of Lessor required hereunder may be given by the City Administrator of the City of Morristown, Tennessee.

IN WITNESS WHEREOF, the parties have executed this Agreement or caused it to be executed by their respective duly authorized officers as of as of the **21<sup>st</sup> day of November, 2023.**

LESSOR:

CITY OF MORRISTOWN, TENNESSEE

By: \_\_\_\_\_  
Mayor

MORRISTOWN AIRPORT COMMISSION

By: \_\_\_\_\_  
Chairman

LESSEE:

Southern Flyers EAA Chapter 1494, Inc.

By: \_\_\_\_\_  
Karen Hughes Collins

EXHIBIT A

AGREEMENT CONCERNING DATE OF BENEFICIAL OCCUPANCY

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, by and between the CITY OF MORRISTOWN, TENNESSEE, a municipality of the State of Tennessee ("Lessor"), the MORRISTOWN AIRPORT COMMISSION, a board created by Lessor to operate the Airport referenced herein ("Commission"), and SOUTHERN FLYERS EAA CHAPTER 1494, INC., a Tennessee Nonprofit Corporation ("Lessee"), for the purpose of establishing the "Date of Beneficial Occupancy" of the "Leased Premises" as those terms are discussed in the Ground Lease Agreement between Lessor, Lessee and Commission, dated as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Agreement").

In accordance with the terms of Article I, paragraph c. of the Agreement, Lessor, Lessee and Commission agree that the Date of Beneficial Occupancy is the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of Lessor, Lessee and Commission by their respective, duly authorized officers on the dates appearing opposite their signature.

LESSOR:

CITY OF MORRISTOWN, TENNESSEE

By: \_\_\_\_\_  
City Administrator

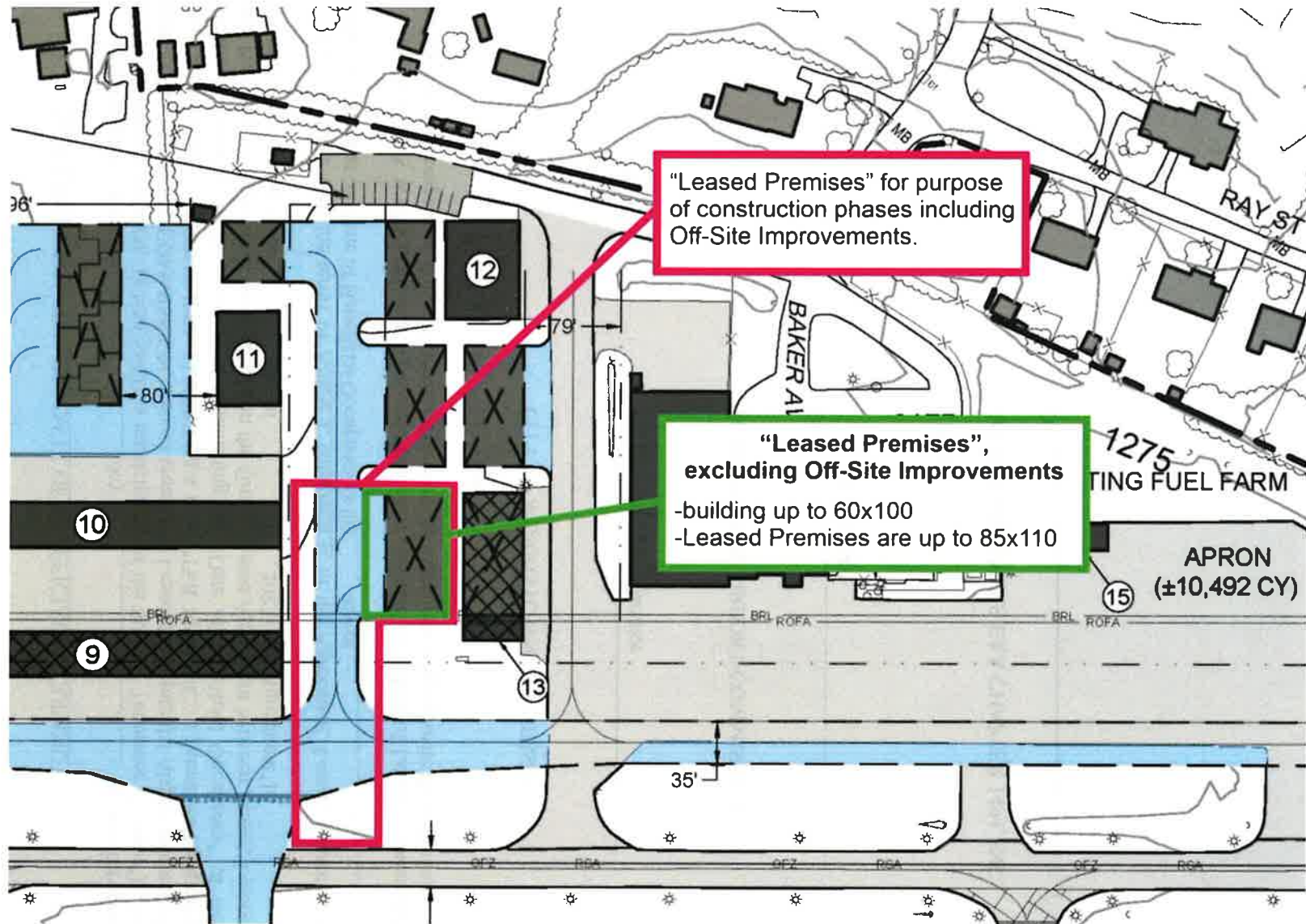
MORRISTOWN AIRPORT COMMISSION

By: \_\_\_\_\_  
Chairman

LESSEE:

SOUTHERN FLYERS EAA CHAPTER 1494, INC.

By: \_\_\_\_\_





## Morristown City Council Agenda Item Summary

**Date:** November 21, 2023

**Agenda Item:** Approve Work Authorization No. 5 for Goodwyn Mills Cawood to provide construction administration services for the development of the western taxilane extension and hangar development area. The Morristown Regional Airport Commission recommended approval at the November 16, 2023 commission meeting.

**Prepared By:** Andrew Ellard

**Subject:** Work Authorization – Western Expansion – Construction Admin

**Background:** GMC was selected as the airport's engineering firm of record effective January 2023. City Council recently approved a development agreement and ground lease with WP Air, LLC for the development of taxilane extensions and hangar development area to the far west end of the airport. Design for this area was previously completed by GMC and the design work has been approved for reimbursement by BIL grant funds.

### Findings/Current Activity:

While this project will be taken on by a private entity, because it is on city owned property, it is critical that the City's (Airport's) engineer of record be engaged in oversight of the project. With the City engaging the engineer through this work authorization, the City remains the direct client of the engineer.

### Financial Impact:

In the agreement with WP Air previously approved by City Council, it was established that this engineering services contract would be between the engineer and the City, but that the cost would be reimbursed by the developer (lessee). Other than the administrative effort of acting as a pass-through of this cost, there is no cost to the city.

### Action options/Recommendations:

Staff and the Airport Commission recommend approval.

**Attachment:** Work Authorization No. 5

**MORRISTOWN REGIONAL AIRPORT (MOR)****MORRISTOWN, TENNESSEE****SOUTH HANGAR DEVELOPMENT SITE PREPARATION  
CONSTRUCTION PHASE**

This Work Authorization provides for professional engineering services to be performed by Goodwyn Mills & Cawood, LLC (ENGINEER) for the City of Morristown (OWNER) in accordance with the current Professional Services Agreement dated January 06, 2023. All provisions of the Agreement are incorporated by reference. This Work Authorization represents an authorization to proceed with the scope of services, schedule, and compensation described herein.

**Scope of Services:**

Provide construction phase services for a taxiway extension to facilitate hangar development at the southwest end of airport property. See the detailed scope of work in Attachment "A".

**Payment to ENGINEER:**

The ENGINEER shall be compensated for performance of work for as detailed in Attachment "B".

Agreed as to Scope of Service and Compensation:

OWNER:

ENGINEER:

Name: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## ATTACHMENT “A”

### SCOPE OF SERVICES

The work for this project will be funded 100% locally.

Professional services to be provided by GMC’s will include the following work items:

1. Provide **Project Administration** services which are to include:
  - Confer with the OWNER on project requirements, schedules, financing, meetings, and other initial pertinent matters.
  - Prepare a Work Authorization (WA) outlining the general scope, basis of compensation, payment for services provided, obligations of the Engineer and OWNER. This includes preparation and submittal of the Fee Cost spreadsheet.
  - Attendance at two Airport Board meetings to update the Board on the status of the project.
  - Prepare and submit to the sponsor project reimbursement requests including letters of transmittal to the OWNER. Compile engineering costs and subconsultant costs.
  - Provide general project administration and coordination to in-house staff working on the project.
  - Provide general project administration and coordination to outside administration (the OWNER and others).
  - Project Closeout Report – after the project has been completed by the OWNER, a project closeout report will be prepared. The Engineer will prepare the report for the OWNER’s approval. This report will contain pertinent project information and documents that are to include:
    - Prepare and submit the project financial summary.
    - One copy of the signed Work Authorization with the Engineer.
2. Provide **Construction Surveying** services to be provided: this work item has an amount budgeted equal to three days in the field to perform construction surveying for verification of the construction plans. This work includes field work and office work.
3. Provide Construction Administration services:

- A. Pre-construction Conference - The Engineer will coordinate the time, date, and location of the preconstruction conference. The Engineer will notify the OWNER, the contractor, the resident Engineer, and other interested parties of the preconstruction conference and will invite their representatives to attend. The Engineer will conduct the preconstruction conference in accordance with FAA AC 150/5300-9 *Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects* to ensure that the attendees are aware of the design, construction, and safety requirements of the project and are informed of their individual responsibilities.
- B. Shop Drawing Review - The Engineer will review the shop drawings and submittals that are furnished by the contractor as required by the construction contract documents. The Engineer will fully approve, conditionally approve, or reject the shop drawings and materials. The Engineer will return conditionally approved and rejected shop drawings and materials submittals to the contractor for changes or revisions prior to the use of the materials on the project. The Engineer will review only one resubmission of a conditionally approved or rejected shop drawing or submittal. The Engineer will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The Engineer will distribute copies of the submittals and the updated submittal register to the OWNER/contractor.
- C. Construction Administration - The Engineer will provide general consultation and advice to the OWNER during the construction phase of the project on a as needed basis. The Engineer will assist the OWNER with the preparation and issuance of change orders, recommend construction specification waivers, and advise the OWNER as to the contractor's performance.

The Engineer will provide general supervision and support to the resident project representative including, but not limited to, coordinating field survey personnel, processing the resident project representative's weekly time sheets and expense sheets, providing technical documentation, providing field office supplies and materials, performing construction contract interpretation, analyzing unusual or unique developments or complications during construction, and communicating and corresponding with the contractor regarding contract administration, project changes, bonding and insurance issues, and other construction related matters.

- D. Construction Meetings - The Engineer will make five site visits to the construction site to observe the construction progress, safety, and quality of the construction. The Engineer will coordinate the site visits with the OWNER and others interested parties.
- E. Punch List Inspection Meeting - The Engineer will conduct a site walk and inspection of the project to confirm the completeness and quality of the construction. The Engineer will coordinate the date and time of the final inspection to the OWNER, the resident Engineer, local agencies and the contractor. The Engineer will prepare a

summary report of the inspection, including a punch list of work items that the contractor must accomplish to complete the project. The Engineer will distribute the summary report to the OWNER, the resident engineer, and the contractor.

- F. Final Inspection - The Engineer will conduct a site walk and final inspection of the project to confirm the completeness and quality of the construction. The Engineer will coordinate the date and time of the final inspection to the OWNER, the resident engineer, local agencies and the contractor.

4. Provide **Construction Observation services** as required by OWNER:

- A. Resident Representative - The Engineer will provide a qualified construction resident representative to observe that the construction is carried out in reasonable conformity with the contract documents and in accordance with the customary practices of professional engineers and contractors. The project is assumed to have 75 calendar days for the project. The resident representative will be available 3 days a week during the work.
- B. The resident representative will be the Engineer's primary contact with the contractors and their subcontractors during the course of construction. The resident representative will be available to meet with the representatives of the OWNER and other interested parties at the project location.
- C. The resident representative will monitor and coordinate the construction progress; will coordinate with the OWNER, the Engineer, and the contractor; will provide construction oversight to ensure that the work is proceeding according to the construction contract documents; and will notify the Engineer if problems, disputes, or changes arise during the course of construction.
- D. The resident representative will prepare and maintain cost estimates and construction quantity estimates for use in preparing monthly payment reimbursement requests and for monitoring the progress of the contractor's work. The resident Engineer will prepare construction progress reports of the construction activities that are observed and will submit the reports to the Engineer for review.
- E. Attendance at the Punch List meeting.
- F. Attendance at the Final Inspection meeting.
- G. Attendance at the Pre-Construction conference.

## ATTACHMENT “B”

### COMPENSATION

The Engineer shall be compensated for performance of work as noted below:

- B.1 The ENGINEER shall be compensated for services to the OWNER during the **Project Administration** services; said total compensation shall be a lump sum amount with a not to exceed, without the OWNER’s prior approval, budget of:

\$14,700.00

- B.2 The ENGINEER shall be compensated for services to the OWNER during the **Construction Surveying** services; said total compensation shall be a lump sum amount with a not to exceed, without the OWNER’s prior approval, budget of:

\$ 7,499.00

- B.3 The ENGINEER shall be compensated for services to the OWNER during the **Construction Administration** services; said total compensation shall be a lump sum amount with a not to exceed, without the OWNER’s prior approval, budget of:

\$15,538.00

- B.4 The ENGINEER shall be compensated for services to the OWNER during the **Construction Observation** services; said total compensation shall be a lump sum amount with a not to exceed, without the OWNER’s prior approval, budget of:

\$53,330.00

<b>TOTAL AMOUNT: \$91,067.00</b>
----------------------------------



## Morristown City Council Agenda Item Summary

**Date:** November 21, 2023

**Agenda Item:** Declare surplus the attached list of fifty (50) air pack bottles and approve a transfer of the bottles, with a salvage value of \$100, to the West Hamblen County Volunteer Fire Department in recognition of the much greater value they will provide to the community with said bottles.

**Prepared By:** Andrew Ellard

**Subject:** Donation of 50 Air Pack Bottles

**Background:** The Fire Department has upgraded air packs over the last several years, and these lower PSI air packs are no longer used and are not compatible with the SCBAs now in use.

**Findings/Current Activity:**

The bottles can either be salvaged or provided to an entity the City can confirm would use the bottles appropriately as they must be tested periodically. Salvage value is negligible.

These bottles would, however, be useful assets to some of the local volunteer departments. While they do not typically provide service inside the city limits, volunteer departments could be called upon in major emergencies or catastrophic events to support MFD. With that being the case, this transfer is justifiable. West Hamblen County Volunteer Fire Department would oversee distribution of bottles as needed to other volunteer agencies in the county.

**Financial Impact:**

There is no direct cost associated with this action; only the reduced revenue that the city would have received from salvaging the bottles, which would have been negligible. If approved, the City Council should note that the community will be receiving at least the salvage value of the bottles in support service capability from the recipient.

**Action options/Recommendations:**

Approve in recognition of value provided by the Hamblen County Volunteer Fire Department.

**Attachment:** Draft Transfer Agreement; List of air pack bottles to be surplus.

## **AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and among CITY OF MORRISTOWN, TENNESSEE, a municipal corporation, (“City”), and WEST HAMBLLEN COUNTY VOLUNTEER FIRE DEPARTMENT, a local volunteer fire department (“VFD”).

**WHEREAS** the City, specifically by and through the City of Morristown Fire Department, has recently declared surplus, fifty (50) aluminum bottles; and

**WHEREAS** these fifty (50) aluminum bottles are no longer of any use to the City, but the VFD has requested the receipt of these bottles as they can be of use to the VFD and other Hamblen County volunteer fire departments; and

**WHEREAS** the City is agreeable to transferring these aluminum bottles to the VFD based upon the representations specified in this Agreement.

**NOW, THEREFORE** in consideration of the above and for the purposes described herein, the parties agree as follows:

### **WITNESSETH**

1. The City does hereby transfer ownership of the fifty (50) aluminum bottles that were recently declared surplus to the VFD. The VFD does affirm that these bottles will be distributed among the other Hamblen County volunteer fire departments.

2. The VFD does agree that prior to these aluminum bottles being filled, they will be hydrostatically tested and visually inspected. The VFD does agree to defend, indemnify and hold the City harmless from any and all claims, losses, costs, expenses, or damages arising from the use of the aluminum bottles. Additionally, in the event that claims are asserted or brought against the City as a result of the use of the aluminum bottles, the VFD agrees to defend, indemnify and hold the City harmless from said claims.

3. The VFD agrees to continue to support the City and the City of Morristown Fire Department in situations that require response from surrounding agencies, including, but not limited to serving to backfill any City fire stations.



**WITNESS** our hands the day and year first above written.

\_\_\_\_\_  
CITY OF MORRISTOWN  
BY: TONY COX, CITY ADMINISTRATOR

\_\_\_\_\_  
WEST HAMBLÉN COUNTY  
VOLUNTEER FIRE DEPT.  
BY: \_\_\_\_\_

Surplus Air Pack Bottles  
Inventory

11/16/2023

Serial #	Date of Purchase
1. DG73726	9/2000
2. T176659	5/1988
3. DG91888	3/2001
4. TB227	11/1995
5. DG92235	3/2001
6. DG 91806	3/2001
7. DG73736	9/2000
8. DG91893	3/2001
9. DG103138	5/2001
10. T15182	12/1982
11. DG92908	3/2001
12. T26631	1/1992
13. DG74098	9/2000
14. DG91901	3/2001
15. DG73838	9/2000
16. DG65274	6/2000
17. T02608	11/1979
18. DG6512	6/2000
19. DG92223	3/2001
20. DG74091	9/2000
21. DG91886	3/2001
22. T167949	10/1978
23. DG92907	3/2001
24. DG92413	3/2001
25. T206959	6/1989

Serial #	Date of Purchase
26. DG73744	11/1995
27. DG92161	3/2001
28. DG92342	3/2001
29. DG92322	3/2001
30. T72602	3/1998
31. DG 73758	9/2000
32. DG91900	3/2001
33. T42789	3/1997
34. T269092	2/1992
35. DG 92867	3/2001
36. T38810	1/1994
37. T7396	9/1982
38. T11621	11/1979
39. DG74163	4/2000
40. T272142	3/2002
41. T15171	12/1982
42. T72546	3/1998
43. T8096	11/1995
44. DG73657	9/2000
45. T6810	9/1982
46. DG59701	5/2000
47. T94505	9/1976
48. DG74057	9/2000
49. DG92911	3/2001
50. T155151	10/1987

## **Inspection and Maintenance Agreement**

### **(I&M Agreement)**

City of Morristown, TN  
100 West 1<sup>st</sup> North Street  
Morristown, TN 37814  
(423) 581-0100

**Inspection and Maintenance Agreement (I&M Agreement)**

THIS AGREEMENT, made and entered into this 11 day of October, 2023, by and between McNeilus Steel Inc. 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 Lot 8 Morristown Progress Center  
Tax Map 019 Parcel 005.00 as recorded by deed in the last land records of  
(Insert Hamblen County Tax & Parcel Number)  
Hamblen County, TN, Deed Book 418 Page 104, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as McNeilus Steel  
(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:

McNeilus Steel, Inc.  
Company/Corporation/Partnership Name (Seal)

By 

David Graham  
(Type Name)

General Manager Morristown TN  
(Type Title)

State of Tennessee

County of Hamblen

The foregoing Agreement was acknowledged before me this 11 day of October, 2023.

by 

Sylvia Tharp  
Notary Public

My Commission Expires April 30, 2025



Approved as to form:

Approved by the City:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date





## Morristown City Council Agenda Item Summary

**Date:** November 21, 2023

**Agenda Item:**

**Prepared By:** Larry Clark

**Subject:** Debi Circle

**Background/History:** Back in 2017, Council approved making application to TEMA for mitigation of certain properties at Debi Circle because of flooding of homes. LD&A is the engineer for this project. For property to be considered the location of said property must be in the Flood plain.

**Findings/Current Activity:** TEMA notified the City in September that some of the paperwork will need to be re-submitted because of changes at the Federal level. The agreement is for LD&A to complete the information for TEMA and FEMA. This includes new appraisals for all the property in the scope of the grant.

**Financial Impact:** Amount of bid is \$33,000.00. Funds will come from the Storm Water Fund.

**Action options/Recommendations:** Approval of Professional Services Agreement.

**Attachment:** Professional Services Agreement

Map



**LDA ENGINEERING**

November 1, 2023

Mr. Larry Clark  
Assistant City Administrator  
City of Morristown  
Post Office Box 1499  
Morristown, TN 37816-1499

Reference: Proposal for Professional Services  
Debi Circle TEMA Grant Preparation

Dear Mr. Clark,

LDA Engineering appreciates the opportunity to continue to provide Engineering Services to the City of Morristown for a project to prepare a new application for an Acquisition and Demolition Grant from the Tennessee Emergency Management Agency (TEMA) for the Debi Circle project. This project will include the acquisition of nine properties being affected by Stubbefield Creek and removal of all structures on those parcels.

LDA will prepare the new application using as much information from a previous application that we prepared for the City several years ago. Much of the new application will have to be updated due to the time from the last application and to the changes in real estate prices. LDA is prepared to perform the following:

- Prepare the Acquisition and Demolition Grant application;
- Submit application to TEMA on behalf of the City of Morristown;
- Answer questions and comments from TEMA.

LDA Engineering proposes to provide the engineering services on an hourly basis with an overall budget of \$33,000 based on our current hourly rates which are attached. This is an estimate of costs, that will be monitored during the project, and we will advise you if any additional budget is required.

We are available to begin immediately upon written authorization. If you have any questions or comments, please do not hesitate to contact us.

Respectfully,

Cory Newman, P.E.  
Principal Engineer & Client Services Lead

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

By: \_\_\_\_\_

Date: \_\_\_\_\_



# LDA ENGINEERING

## 2023 Billing Rates

Job Classification	Rate
Senior Program Manager	\$ 265
Program Manager	\$ 245
Senior Project Manager	\$ 225
Project Manager	\$ 205
Engineer VI	\$ 255
Engineer V	\$ 225
Engineer IV	\$ 200
Engineer III	\$ 175
Engineer II	\$ 145
Engineer I	\$ 120
GIS III	\$ 200
GIS II	\$ 180
GIS I	\$ 160
Surveyor III	\$ 195
Surveyor II	\$ 175
Surveyor I	\$ 155
GIS/CADD VI	\$ 140
GIS/CADD V	\$ 130
GIS/CADD IV	\$ 120
GIS/CADD III	\$ 110
GIS/CADD II	\$ 100
GIS/CADD I	\$ 90
Field Technician VI	\$ 135
Field Technician V	\$ 125
Field Technician IV	\$ 115
Field Technician III	\$ 105
Field Technician II	\$ 95
Field Technician I	\$ 75
Consultant VI	\$ 230
Consultant V	\$ 205
Consultant IV	\$ 170
Consultant III	\$ 150
Consultant II	\$ 130
Consultant I	\$ 115
Project Administrator III	\$ 105
Project Administrator II	\$ 95
Project Administrator I	\$ 85

Mileage: Reimbursement rate published by US General Service Administration currently \$0.66/mile

Subconsultants: \$ Actual Cost + 8%

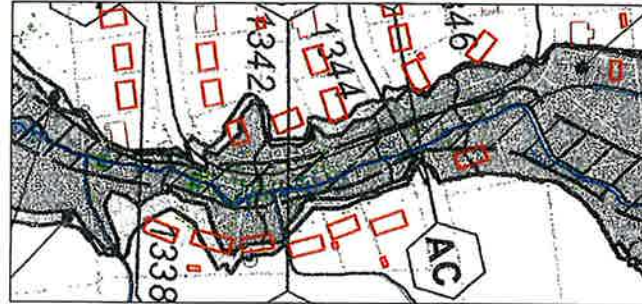
Other Reimbursable: \$ Actual Cost

Automobile mileage will be invoiced at prevailing IRS rate, which is \$0.66/mile effective January 1, 2023. Sub-consultant professional services including but not limited to geotechnical and survey, will be invoiced at cost plus eight percent. Rates listed are subject to annual adjustment on January 1, 2024.

## PRELIMINARY

Debi Circle BCA - LDA - mlg - 9.15.2016 rev b

Parcel	Benefit	Base Cost	% Contingency	Cost	Parcel BCR
3	\$381,791	\$84,797	0%	\$84,797.00	4.50
6	\$480,790	\$24,435	0%	\$24,435.00	19.68
17	\$1,383	\$104,494	0%	\$104,494.00	0.01
18	\$8,358	\$104,428	0%	\$104,428.00	0.08
19	\$446	\$79,940	0%	\$79,940.00	0.01
20	\$300	\$96,369	0%	\$96,369.00	0.00
21	\$6	\$84,126	0%	\$84,126.00	0.00
22	\$89	\$94,258	0%	\$94,258.00	0.00
25	\$195,616	\$99,266	0%	\$99,266.00	1.97
Other	\$0	\$195,000	0%	\$195,000.00	---



Parcel	Alternatives		Include = 1, Exclude = 0							
	A	B	C	D	E	F	G	H	J	K
3	1	1	1	1	1	1	1	1		
6	1									
17	1			1	1	1	1	1		
18	1		1	1	1	1	1	1		
19	1				1	1	1	1		
20	1					1	1	1		
21	1						1	1		
22	1							1		
25	1	1	1	1	1	1	1	1		
Fraction Other	1.00	0.00	0.10	0.30	0.60	0.80	1.00	1.00		
Benefit	\$1,068,779	\$577,407	\$585,765	\$587,148	\$587,594	\$587,894	\$587,900	\$587,989	\$0	\$0
Cost	\$967,113	\$184,063	\$307,991	\$451,485	\$589,925	\$725,294	\$848,420	\$942,678	\$0	\$0
BCR	1.11	3.14	1.90	1.30	1.00	0.81	0.69	0.62	---	---
B - C	\$101,666	\$393,344	\$277,774	\$135,663	-\$2,331	-\$137,400	-\$260,520	-\$354,689	\$0	\$0
25% of Costs for BCR >= 1	\$241,778	\$46,016	\$76,998	\$112,871	---	---	---	---	---	---



### Notes

"Other" costs include preliminary estimate for creek modifications, permitting, CLOMR/LOMR, engineering, etc.

Can Individual parcels with BCR < 1.0 be included in overall Project?

Unlikely that very high Parcel 6 benefit can be included.

Need additional residence data (detailed cost estimates, surveyed FFEs, lot square footage, property information, foundation documentations, etc.) prior to finalizing.



## Morristown City Council Agenda Item Summary

**Date:** November 21, 2023

**Agenda Item:** Approve purchase of nine (9) Dodge Charger Police Interceptor vehicles under state contract #209 totaling \$328,437.

**Prepared By:** Jeanna Vanek

**Subject:** Police Department Vehicle Purchase – FY 2024

**Background:** In FY23, the city council approved the purchase of Ford Police Interceptor vehicles. The vendor, Lonnie Cobb Ford, notified the City that Ford Motor Company was cancelling the City's order. The Police Department desires to order nine (9) Dodge Charger Police Interceptor vehicles to replace the above order.

**Findings/Current Activity:**

Chrysler Dodge Jeep RAM Fiat of Columbia has provided the attached quote. Pricing for the police interceptors has been approved under statewide contract #209. Upfitting, striping, and equipping will be procured separately.

**Financial Impact:**

Because the FY 2023 purchase had to be cancelled, those previously encumbered funds revert to the fund balance. Council will see a future budget amendment to re-allocate the funding into the FY 2024 budget from the fund balance.

**Action options/Recommendations:**

**Vehicles from** Authorize staff to make a one-time purchase of (9) Dodge Charger Police Interceptor Chrysler Dodge Jeep RAM Fiat of Columbia totaling \$328,437.

**Attachment:** Chrysler Dodge Jeep RAM Fiat of Columbia Quote & SWC 209

Chrysler Dodge Jeep RAM Fiat of Columbia  
106 S. James Campbell Boulevard  
Columbia, TN 38401



**QUOTE**  
**RAMQ5225-01**  
**Nov 15, 2023**

Tennessee State Wide Contract # 209

**Quoted To:**

Diana Morgan  
Morristown Police Department  
4360 Durham Landing  
Morristown, TN 37813

**Prepared By:**

Russell Alan Moles  
Regional Fleet Sales Manager

**Phone:** (423)317-1676  
**Fax:**

**Phone:** 865-719-0014  
**Email:** rmoles@cdjrcolumbia.com

**PO Number:** **Valid Through:** **Dec 16, 2023** **Payment Terms:** **NET 15**

**(9) LDEE48 - CHARGER POLICE RWD**

	Unit Price	Qty	Ext. Price
26A - BASE VEHICLE & STANDARD EQUIPMENT	\$35,273.00	9	\$317,457.00
5.7L V8 HEMI MDS VVT ENGINE	\$0.00	9	\$0.00
8-SPD AUTO 8HP70 TRANSMISSION	\$0.00	9	\$0.00

**Factory Installed Equipment & Charges**

	Unit Price	Qty	Ext. Price
*X5HD CLOTH BUCKET SEATS W/VINYL REAR	\$135.00	9	\$1,215.00
PW7 - WHITE KNUCKLE	\$0.00	9	\$0.00
CW6 DEACTIVATE REAR DOORS/WINDOWS	\$85.00	9	\$765.00
GXQ ADDITIONAL NON-KEY ALIKE FOBS	\$175.00	9	\$1,575.00
LNF BLACK LEFT SPOT LAMP	\$235.00	9	\$2,115.00
LNK LED SPOT LAMPS	\$195.00	9	\$1,755.00
AWC FLEET SAFETY GROUP	\$395.00	9	\$3,555.00
GPB BLIND SPOT PWR FOLD PURSUIT MRRS			
NHJ EXTERIOR MIRRORS W/HEATING ELEMENT			
XAN BLIND SPOT AND CROSS PATH DETECTION			



Dealer Installed Options & Charges	Unit Price	Qty	Ext. Price
PACK - FIXED COST & OVERHEAD	\$0.00	9	\$0.00
DRIVER DELIVERY TO CUSTOMER	\$0.00	9	\$0.00

Totals			
Subtotal			\$328,437.00
Tax			\$0.00
Shipping			\$0.00
Grand Total			\$328,437.00

Units Quoted from Ground Stock or In-Bound Inventory Are Subject to Prior Sale  
Pricing Good For Current Date & Model Year Only Subsequent Model & Option Pricing May Vary  
Vehicles Subject to Production by Stellantis (formerly Fiat-Chrysler Automobiles)  
Production Lead Times Vary by Model & Options are controlled by FCA Group  
Standard Color is White Unless Noted Otherwise



**TENNESSEE DEPARTMENT OF REVENUE**  
**Sales and Use Tax**  
**Government Certificate of Exemption**

RV-F1301301 (9/22)

TO: Vendor's Name \_\_\_\_\_  
Vendor's Address \_\_\_\_\_

The undersigned hereby certifies that the purchases of tangible personal property or services being made on this certificate of exemption are being made by the State of Tennessee, or a county or municipality within the State of Tennessee, or the Federal Government, or an agency thereof and are for the use of the government or agency.

The undersigned further certifies that the said government or agency is making the purchase direct from the above named vendor, will obtain title or has title to the property immediately when it is delivered, and will use public funds to pay directly to the above named vendor for the tangible personal property or services obtained upon this certificate of exemption.

Name of government or agency \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES  
CENTRAL PROCUREMENT OFFICE**

**Statewide Multi-Year Contract Issued to:**

TT of Columbia Inc  
106 S James Campbell Blvd  
Columbia, TN 38401

Vendor ID: 0000141027

**Contract Number: 0000000000000000000076189**

Title: SWC209 Vehicles

Start Date : October 01, 2022 End Date: December 31, 2023

Is this contract available to local government agencies in addition to State agencies?: Yes

**Authorized Users.** This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

**Contract Contact Information:**

State of Tennessee  
Department of General Services, Central Procurement Office  
Contract Administrator: Michael Neely  
3rd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Phone:  
Fax: 615-741-0684

**Line Information**

**Line 1**

Item ID: 1000187716  
*Police Vehicles, CDJR, Generic SWC209 Asset 2023 Models*  
Unit of Measure: EA

**Line 2**

Item ID: 1000187717  
*Sedans, CDJR, Generic SWC209 Asset 2023 Models*  
Unit of Measure: EA

**Line 3**

Item ID: 1000187718  
*Minivan and Full-size Vans, CDJR(Passenger, Cargo, Cut-Away), Generic SWC209 Asset 2023 Models*  
Unit of Measure: EA

**Line 4**

Item ID: 1000187719  
*Sport Utility Vehicles, CDJR(SUVs), Generic SWC209 Asset 2023 Models*  
Unit of Measure: EA

**Line 5**

Item ID: 1000187720  
*Light Trucks, CDJR(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset 2023 Models*  
Unit of Measure: EA

**Line 6**

Item ID: 1000179941  
*Optional Equipment, Generic SWC209 Asset*  
Unit of Measure: EA

APPROVED:   
CHIEF PROCUREMENT OFFICER

Digitally signed by Michael F. Perry  
DN: cn=Michael F. Perry, o=State of  
Tennessee, ou=Central Procurement  
Office, email=mike.perry@tn.gov, c=US  
Date: 2022.09.12 08:57:05 -05'00'

BY:   
PURCHASING AGENT

Digitally signed by  
Mike Neely  
Date: 2022.09.09  
07:29:01 -05'00'

DATE

## State of Tennessee (State)

## CDJR- 2023 Model Year Fleet (1 Year Fixed) Pricing

Dealer Name:			Required Entry for MSRP	Required Entry
Model	Model Number	Description	MSRP	State Government Fleet Price (1 Year Fixed Pricing)
EXAMPLE ONLY:			\$31,000.00	\$25,750.00
POLICE PURSUIT SEDAN				
	LDDE48	Charger Police RWD V8 (Police Spec)	\$ 45,400.00	\$35,273.00
	LDDE48	Charger Police RWD V8 (Admin Spec)	\$ 45,100.00	\$34,909.00
	LDEE48	Charger Police AWD V6 (Police Spec)	\$ 44,950.00	\$34,717.00
	LDEE48	Charger Police AWD V6 (Admin Spec)	\$ 44,650.00	\$34,357.00
POLICE PURSUIT SUV				
	WDEE75	DURANGO PPV - AWD - 3.6L V6	\$ 44,170.00	\$38,762.00
	WDEE75	DURANGO PPV - AWD - 5.7L V8 HEMI	\$ 47,165.00	\$41,353.00
SPECIAL SERVICE VEHICLE				
	DS6T98	RAM 1500 CREW 4X4 SSV - V8	\$ 50,630.00	\$37,023.00
	DJ7L91	RAM 2500 CREW 4X4 SSV - SWB - GAS	\$ 52,920.00	\$48,828.00
	DJ7L91	RAM 2500 CREW 4X4 SSV - SWB - DIESEL	\$ 62,515.00	\$57,288.00
	DJ7L92	RAM 2500 CREW 4X4 SSV - LWB - GAS	\$ 53,120.00	\$48,985.00
	DJ7L92	RAM 2500 CREW 4X4 SSV - LWB - DIESEL	\$ 62,715.00	\$57,439.00
	D28L91	RAM 3500 CREW 4X4 SSV - SWB - GAS	\$ 54,050.00	\$49,910.00
	D28L91	RAM 3500 CREW 4X4 SSV - LWB - DIESEL	\$ 63,645.00	\$58,362.00
	D28L92	RAM 3500 CREW 4X4 SSV - SWB - GAS	\$ 54,250.00	\$50,082.00
	D28L92	RAM 3500 CREW 4X4 SSV - LWB - DIESEL	\$ 63,845.00	\$58,495.00
CHRYSLER 300				
	LXCH48	300 Touring RWD	\$ 35,140.00	\$33,123.00
	LXCT48	300 Touring L RWD	\$ 38,340.00	\$35,717.00
	LXFH48	300 Touring AWD	\$ 37,890.00	\$35,641.00
	LXFT48	300 Touring L AWD	\$ 40,590.00	\$37,752.00
CHRYSLER PACIFICA				
	RUCR53	PACIFICA TOURING	\$ 38,615.00	\$37,730.00
	RUCH53	PACIFICA TOURING L	\$ 42,230.00	\$40,270.00
	RUFH53	PACIFICA TOURING L AWD	\$ 45,225.00	\$42,839.00
	RUFT53	PACIFICA LIMITED AWD	\$ 52,245.00	\$49,262.00
	RUEH53	PACIFICA TOURING L HYBRID	\$ 51,590.00	\$49,861.00
	RUET53	PACIFICA LIMITED HYBRID	\$ 55,090.00	\$52,470.00
JEEP GLADIATOR				
	JTJL98	GLADIATOR SPORT 4X4	\$ 40,360.00	\$39,051.00
	JTJP98	GLADIATOR OVERLAND 4X4	\$ 49,690.00	\$46,284.00
JEEP GRAND CHEROKEE				
	WLTH74	GRAND CHEROKEE (2-ROW) LAREDO 4X2	\$ 40,795.00	\$39,502.00

	WLJH74	GRAND CHEROKEE (2-ROW) LAREDO 4X4	\$ 43,490.00	\$42,045.00
	WLTP74	GRAND CHEROKEE (2-ROW) LIMITED 4X2	\$ 47,615.00	\$44,975.00
	WLJP74	GRAND CHEROKEE (2-ROW) LIMITED 4X4	\$ 50,310.00	\$47,448.00
	WLTH75	GRAND CHEROKEE L (3-ROW) LIMITED 4X2	\$ 42,795.00	\$41,349.00
	WLJH75	GRAND CHEROKEE L (3-ROW) LAREDO 4X4	\$ 45,490.00	\$44,105.00
	WLTP75	GRAND CHEROKEE L (3-ROW) LIMITED 4X2	\$ 49,615.00	\$47,028.00
	WLJP75	GRAND CHEROKEE L (3-ROW) LIMITED 4X4	\$ 52,310.00	\$49,768.00
JEEP WRANGLER				
	JLJL72	WRANGLER SPORT 2-DOOR	\$ 33,580.00	\$32,192.00
	JLJS72	WRANGLER RUBICON 2-DOOR	\$ 44,690.00	\$41,554.00
	JLJL74	WRANGLER UNLIMITED SPORT 4-DOOR	\$ 37,450.00	\$36,061.00
	JLJP74	WRANGLER UNLIMITED SAHARA 4-DOOR	\$ 45,700.00	\$42,505.00
	JLXP74	WRANGLER UNLIMITED SAHARA 4XE (ELECTRIC)	\$ 58,145.00	\$58,300.00
	JLUL74	WRANGLER UNLIMITED SPORT (RIGHT-HAND-DRIVE)	\$ 47,190.00	\$46,261.00
CLASSIC RAM 1500 REG CAB 4X2				
	DS1L62	1500 REG 4X2 TRADESMAN - LWB - V6	\$ 33,135.00	\$29,553.00
	DS1L62	1500 REG 4X2 TRADESMAN - LWB - V8	\$ 36,130.00	\$32,251.00
	DS1H62	1500 REG 4X2 SLT - LWB - V6	\$ 38,675.00	\$33,564.00
	DS1H62	1500 REG 4X2 SLT - LWB - V8	\$ 41,670.00	\$36,225.00
CLASSIC RAM 1500 REG CAB 4X4				
	DS6L62	1500 REG 4X4 TRADESMAN - LWB - V6	\$ 40,735.00	\$36,285.00
	DS6L62	1500 REG 4X4 TRADESMAN - LWB - V8	\$ 43,730.00	\$38,983.00
	DS6H62	1500 REG 4X4 SLT - LWB - V6	\$ 43,890.00	\$38,275.00
	DS6H62	1500 REG 4X4 SLT - LWB - V8	\$ 46,885.00	\$40,943.00
CLASSIC RAM 1500 QUAD CAB 4X2				
	DS1L41	1500 QUAD 4X2 TRADESMAN - V6	\$ 38,760.00	\$33,676.00
	DS1L41	1500 QUAD 4X2 TRADESMAN - V8	\$ 41,755.00	\$36,317.00
	DS1H41	1500 QUAD 4X2 SLT - V6	\$ 43,490.00	\$36,918.00
	DS1H41	1500 QUAD 4X2 SLT - V8	\$ 46,485.00	\$39,580.00
CLASSIC RAM 1500 QUAD CAB 4X4				
	DS6L41	1500 QUAD 4X4 TRADESMAN- V6	\$ 43,000.00	\$37,393.00
	DS6L41	1500 QUAD 4X4 TRADESMAN - V8	\$ 45,995.00	\$40,009.00
	DS6H41	1500 QUAD 4X4 SLT - V6	\$ 47,730.00	\$40,671.00
	DS6H41	1500 QUAD 4X4 SLT - V8	\$ 50,725.00	\$43,318.00
CLASSIC RAM 1500 CREW CAB 4X2				
	DS1L98	1500 CREW 4X2 TRADESMAN - SWB - V6	\$ 41,460.00	\$36,022.00
	DS1L98	1500 CREW 4X2 TRADESMAN - SWB - V8	\$ 44,455.00	\$38,723.00
	DS1L91	1500 CREW 4X2 TRADESMAN - LWB - V8	\$ 41,760.00	\$36,351.00
	DS1H98	1500 CREW 4X2 SLT - SWB - V6	\$ 46,190.00	\$39,288.00
	DS1H98	1500 CREW 4X2 SLT - SWB - V8	\$ 49,185.00	\$41,980.00
	DS1H91	1500 CREW 4X2 SLT - LWB- V8	\$ 46,490.00	\$39,649.00
CLASSIC RAM 1500 CREW CAB 4X4				
	DS6L98	1500 CREW 4X4 TRADESMAN - SWB - V6	\$ 45,700.00	\$39,859.00
	DS6L98	1500 CREW 4X4 TRADESMAN - SWB - V8	\$ 48,695.00	\$42,574.00
	DS6L91	1500 CREW 4X4 TRADESMAN - LWB - V8	\$ 46,000.00	\$40,175.00
	DS6H98	1500 CREW 4X4 SLT - SWB - V6	\$ 50,430.00	\$43,009.00
	DS6H98	1500 CREW 4X4 SLT - SWB - V8	\$ 53,425.00	\$45,691.00
	DS6H91	1500 CREW 4X4 SLT - LWB - V8	\$ 50,730.00	\$43,472.00
ALL NEW RAM 1500 QUAD 4X2				



	DT1L41	ALL NEW 1500 QUAD 4X2 TRADESMAN - V6	\$ 39,110.00	\$34,755.00
	DT1L41	ALL NEW 1500 QUAD 4X2 TRADESMAN - V8	\$ 42,105.00	\$37,404.00
	DT1H41	ALL NEW 1500 QUAD 4X2 BIG HORN - V6	\$ 44,325.00	\$39,196.00
	DT1H41	ALL NEW 1500 QUAD 4X2 BIG HORN - V8	\$ 47,320.00	\$41,821.00
ALL NEW RAM 1500 QUAD 4X4				
	DT6L41	ALL NEW 1500 QUAD 4X4 TRADESMAN - V6	\$ 43,450.00	\$38,644.00
	DT6L41	ALL NEW 1500 QUAD 4X4 TRADESMAN - V8	\$ 46,445.00	\$41,288.00
	DT6H41	ALL NEW 1500 QUAD 4X4 BIG HORN - V6	\$ 48,665.00	\$43,118.00
	DT6H41	ALL NEW 1500 QUAD 4X4 BIG HORN - V8	\$ 51,660.00	\$45,729.00
ALL NEW RAM 1500 CREW 4X2				
	DT1L98	ALL NEW 1500 CREW 4X2 TRADESMAN - SWB - V6	\$ 41,810.00	\$37,235.00
	DT1L98	ALL NEW 1500 CREW 4X2 TRADESMAN - SWB - V8	\$ 44,805.00	\$39,880.00
	DT1L91	ALL NEW 1500 CREW 4X2 TRADESMAN - LWB - V8	\$ 45,105.00	\$40,198.00
	DT1H98	ALL NEW 1500 CREW 4X2 BIG HORN - SWB - V6	\$ 47,025.00	\$41,628.00
	DT1H98	ALL NEW 1500 CREW 4X2 BIG HORN - SWB - V8	\$ 50,020.00	\$44,337.00
	DT1H91	ALL NEW 1500 CREW 4X2 BIG HORN - LWB - V8	\$ 50,320.00	\$44,635.00
ALL NEW RAM 1500 CREW 4X4				
	DT6L98	ALL NEW 1500 CREW 4X4 TRADESMAN - SWB - V6	\$ 46,150.00	\$41,202.00
	DT6L98	ALL NEW 1500 CREW 4X4 TRADESMAN - SWB - V8	\$ 49,145.00	\$43,873.00
	DT6L91	ALL NEW 1500 CREW 4X4 TRADESMAN - LWB - V8	\$ 49,445.00	\$44,154.00
	DT6H98	ALL NEW 1500 CREW 4X4 BIG HORN - SWB - V6	\$ 51,265.00	\$45,516.00
	DT6H98	ALL NEW 1500 CREW 4X4 BIG HORN - SWB - V8	\$ 54,260.00	\$48,224.00
	DT6H91	ALL NEW 1500 CREW 4X4 BIG HORN - LWB - V8	\$ 54,560.00	\$48,504.00
RAM 2500 REG 4X2				
	DJ2L62	2500 REG 4X2 TRADESMAN - STD. OEM GAS	\$ 47,065.00	\$43,236.00
	DJ2L62	2500 REG 4X2 TRADESMAN - STD. OEM DIESEL	\$ 56,660.00	\$51,789.00
	DJ2H62	2500 REG 4X2 BIG HORN - STD. OEM GAS	\$ 52,030.00	\$47,520.00
	DJ2H62	2500 REG 4X2 BIG HORN - STD. OEM DIESEL	\$ 61,625.00	\$56,028.00
RAM 2500 REG 4X4				
	DJ7L62	2500 REG 4X4 TRADESMAN - STD. OEM GAS	\$ 50,140.00	\$45,931.00
	DJ7L62	2500 REG 4X4 TRADESMAN - STD. OEM DIESEL	\$ 59,735.00	\$54,468.00
	DJ7H62	2500 REG 4X4 BIG HORN - STD. OEM GAS	\$ 53,140.00	\$48,445.00
	DJ7H62	2500 REG 4X4 BIG HORN - STD. OEM DIESEL	\$ 62,735.00	\$56,988.00
RAM 2500 CREW 4X2				
	DJ2L91	2500 CREW 4X2 TRADESMAN - SWB - STD. OEM GAS	\$ 49,155.00	\$45,461.00
	DJ2L91	2500 CREW 4X2 TRADESMAN - SWB - STD. OEM DIESEL	\$ 58,750.00	\$53,983.00
	DJ2L92	2500 CREW 4X2 TRADESMAN - LWB - STD. OEM GAS	\$ 49,355.00	\$45,635.00
	DJ2L92	2500 CREW 4X2 TRADESMAN - LWB - STD. OEM DIESEL	\$ 58,950.00	\$54,171.00
	DJ2H91	2500 CREW 4X2 BIG HORN - SWB - STD. OEM GAS	\$ 54,595.00	\$49,950.00
	DJ2H91	2500 CREW 4X2 BIG HORN - SWB - STD. OEM DIESEL	\$ 64,190.00	\$58,477.00
	DJ2H92	2500 CREW 4X2 BIG HORN - LWB - STD. OEM GAS	\$ 54,795.00	\$50,123.00
	DJ2H92	2500 CREW 4X2 BIG HORN - LWB - STD. OEM DIESEL	\$ 64,390.00	\$58,647.00
RAM 2500 CREW 4X4				
	DJ7L91	2500 CREW 4X4 TRADESMAN - SWB - STD. OEM GAS	\$ 52,230.00	\$48,039.00
	DJ7L91	2500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL	\$ 61,825.00	\$56,601.00
	DJ7L92	2500 CREW 4X4 TRADESMAN - LWB - STD. OEM GAS	\$ 52,430.00	\$48,172.00
	DJ7L92	2500 CREW 4X4 TRADESMAN - LWB - STD. OEM DIESEL	\$ 62,025.00	\$56,771.00
	DJ7H91	2500 CREW 4X4 BIG HORN - SWB - STD. OEM GAS	\$ 57,670.00	\$52,633.00

	DJ7H91	2500 CREW 4X4 BIG HORN - SWB - STD. OEM DIESEL	\$ 67,265.00	\$61,153.00
	DJ7H92	2500 CREW 4X4 BIG HORN - LWB - STD. OEM GAS	\$ 57,870.00	\$52,801.00
	DJ7H92	2500 CREW 4X4 BIG HORN - LWB - STD. OEM DIESEL	\$ 67,465.00	\$61,357.00
RAM 2500 MEGA 4X4				
	DJ7H81	2500 MEGA 4X4 BIG HORN - STD. OEM GAS	\$ 59,185.00	\$54,031.00
	DJ7H81	2500 MEGA 4X4 BIG HORN - STD. OEM DIESEL	\$ 68,780.00	\$62,611.00
	DJ7P81	2500 MEGA 4X4 LARAMIE - STD. OEM GAS	\$ 67,450.00	\$61,194.00
	DJ7P81	2500 MEGA 4X4 LARAMIE - STD. OEM DIESEL	\$ 77,045.00	\$69,713.00
RAM 3500 REG 4X2				
	D23L62	3500 REG 4X2 TRADESMAN - STD. OEM GAS	\$ 48,315.00	\$44,433.00
	D23L62	3500 REG 4X2 TRADESMAN - STD. OEM DIESEL	\$ 57,910.00	\$52,965.00
	D23H62	3500 REG 4X2 BIG HORN - STD. OEM GAS	\$ 51,315.00	\$46,766.00
	D23H62	3500 REG 4X2 BIG HORN - STD. OEM DIESEL	\$ 60,910.00	\$55,313.00
RAM 3500 REG 4X4				
	D28L62	3500 REG 4X4 TRADESMAN - STD. OEM GAS	\$ 51,235.00	\$47,005.00
	D28L62	3500 REG 4X4 TRADESMAN - STD. OEM DIESEL	\$ 60,830.00	\$55,540.00
	D28H62	3500 REG 4X4 BIG HORN - STD. OEM GAS	\$ 54,235.00	\$49,346.00
	D28H62	3500 REG 4X4 BIG HORN - STD. OEM DIESEL	\$ 63,830.00	\$57,881.00
RAM 3500 CREW 4X2				
	D23L91	3500 CREW 4X2 TRADESMAN - SWB - STD. OEM GAS	\$ 50,325.00	\$46,545.00
	D23L91	3500 CREW 4X2 TRADESMAN - SWB - STD. OEM DIESEL	\$ 59,920.00	\$55,088.00
	D23L92	3500 CREW 4X2 TRADESMAN - LWB - STD. OEM GAS	\$ 50,525.00	\$46,481.00
	D23L92	3500 CREW 4X2 TRADESMAN - LWB - STD. OEM DIESEL	\$ 60,120.00	\$55,007.00
	D23H91	3500 CREW 4X2 BIG HORN - SWB - STD. OEM GAS	\$ 55,765.00	\$51,318.00
	D23H91	3500 CREW 4X2 BIG HORN - SWB - STD. OEM DIESEL	\$ 65,360.00	\$59,844.00
	D23H92	3500 CREW 4X2 BIG HORN - LWB - STD. OEM GAS	\$ 55,965.00	\$51,193.00
	D23H92	3500 CREW 4X2 BIG HORN - LWB - STD. OEM DIESEL	\$ 65,560.00	\$59,718.00
RAM 3500 CREW 4X4				
	D28L91	3500 CREW 4X4 TRADESMAN - SWB - STD. OEM GAS	\$ 53,350.00	\$49,231.00
	D28L91	3500 CREW 4X4 TRADESMAN - SWB - STD. OEM DIESEL	\$ 62,945.00	\$57,776.00
	D28L92	3500 CREW 4X4 TRADESMAN - LWB - STD. OEM GAS	\$ 53,550.00	\$49,089.00
	D28L92	3500 CREW 4X4 TRADESMAN - LWB - STD. OEM DIESEL	\$ 63,145.00	\$57,646.00
	D28H91	3500 CREW 4X4 BIG HORN - SWB - STD. OEM GAS	\$ 58,785.00	\$53,958.00
	D28H91	3500 CREW 4X4 BIG HORN - SWB - STD. OEM DIESEL	\$ 68,380.00	\$62,493.00
	D28H92	3500 CREW 4X4 BIG HORN - LWB - STD. OEM GAS	\$ 58,990.00	\$53,867.00
	D28H92	3500 CREW 4X4 BIG HORN - LWB - STD. OEM DIESEL	\$ 68,585.00	\$62,411.00
RAM 3500 MEGA 4X4				
	D28H81	3500 MEGA 4X4 BIG HORN - STD. OEM GAS	\$ 60,300.00	\$55,225.00
	D28H81	3500 MEGA 4X4 BIG HORN - STD. OEM DIESEL	\$ 69,895.00	\$63,827.00
	D28P81	3500 MEGA 4X4 LARAMIE - STD. OEM GAS	\$ 68,570.00	\$62,316.00
	D28P81	3500 MEGA 4X4 LARAMIE - STD. OEM DIESEL	\$ 78,165.00	\$70,862.00
RAM 3500 REG / CREW CHASSIS 10K GVWR				
	DF3L63	3500 REG CAB CHASSIS 4X2, TRADESMAN - 60" CA - STD. OEM GAS, SRW, 10K GVWR	\$ 46,950.00	\$42,058.00
	DF3L93	3500 CREW CAB CHASSIS 4X2, TRADESMAN - 60" CA - STD. OEM GAS, SRW, 10K GVWR	\$ 48,155.00	\$43,215.00
	DF8L63	3500 REG CAB CHASSIS 4X4, TRADESMAN - 60" CA - STD. OEM GAS, SRW, 10K GVWR	\$ 50,155.00	\$45,056.00
	DF8L93	3500 CREW CAB CHASSIS 4X4, TRADESMAN - 60" CA - STD. OEM GAS, SRW, 10K GVWR	\$ 53,800.00	\$48,242.00

	DF3L63	3500 REG CAB CHASSIS 4X2, SLT - 60" CA - STD. OEM GAS, SRW, 10K GVWR	\$ 49,190.00	\$43,925.00
	DF3L93	3500 CREW CAB CHASSIS 4X2, SLT - 60" CA - STD. OEM GAS, SRW, 10K GVWR	\$ 52,825.00	\$46,988.00
	DF8L63	3500 REG CAB CHASSIS 4X4, SLT - 60" CA - STD. OEM GAS, SRW, 10K GVWR	\$ 52,395.00	\$46,646.00
	DF8L93	3500 CREW CAB CHASSIS 4X4, SLT - 60" CA - STD. OEM GAS, SRW, 10K GVWR	\$ 56,940.00	\$50,664.00
RAM 3500 REG CAB CHASSIS				
	DD3L63	3500 REG CAB CHASSIS 4X2, TRADESMAN - 60" CA - STD. OEM GAS	\$ 46,595.00	\$41,873.00
	DD3L63	3500 REG CAB CHASSIS 4X2, TRADESMAN - 60" CA - STD. OEM DIESEL	\$ 56,690.00	\$51,102.00
	DD3L64	3500 REG CAB CHASSIS 4X2 - TRADESMAN - 84" CA - STD. OEM GAS	\$ 47,550.00	\$42,713.00
	DD3L64	3500 REG CAB CHASSIS 4X2 - TRADESMAN - 84" CA - STD. OEM DIESEL	\$ 57,645.00	\$51,959.00
	DD8L63	3500 REG CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM GAS	\$ 50,015.00	\$44,813.00
	DD8L63	3500 REG CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM DIESEL	\$ 60,110.00	\$54,017.00
	DD8L64	3500 REG CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM GAS	\$ 51,525.00	\$46,133.00
	DD8L64	3500 REG CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM DIESEL	\$ 61,620.00	\$55,356.00
	DD3L63	3500 REG CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM GAS	\$ 48,835.00	\$43,531.00
	DD3L63	3500 REG CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM DIESEL	\$ 58,930.00	\$52,584.00
	DD3L64	3500 REG CAB CHASSIS 4X2 - SLT - 84" CA - STD. OEM GAS	\$ 49,790.00	\$44,387.00
	DD3L64	3500 REG CAB CHASSIS 4X2 - SLT - 84" CA - STD. OEM DIESEL	\$ 59,885.00	\$53,414.00
	DD8L63	3500 REG CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM GAS	\$ 52,255.00	\$46,467.00
	DD8L63	3500 REG CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM DIESEL	\$ 62,350.00	\$55,497.00
	DD8L64	3500 REG CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM GAS	\$ 53,765.00	\$47,791.00
	DD8L64	3500 REG CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM DIESEL	\$ 62,860.00	\$56,850.00
RAM 3500 CREW CAB CHASSIS				
	DD3L93	3500 CREW CAB CHASSIS 4X2 - TRADESMAN - 60"CA - STD. OEM GAS	\$ 48,155.00	\$43,236.00
	DD3L93	3500 CREW CAB CHASSIS 4X2 - TRADESMAN - 60"CA - STD. OEM DIESEL	\$ 58,250.00	\$52,447.00
	DD8L93	3500 CREW CAB CHASSIS 4X4 - TRADESMAN - 60"CA - STD. OEM GAS	\$ 52,130.00	\$46,692.00
	DD8L93	3500 CREW CAB CHASSIS 4X4 - TRADESMAN - 60"CA - STD. OEM DIESEL	\$ 62,225.00	\$55,934.00
	DD3L93	3500 CREW CAB CHASSIS 4X2 - SLT - 60"CA - STD. OEM GAS	\$ 52,825.00	\$47,056.00
	DD3L93	3500 CREW CAB CHASSIS 4X2 - SLT - 60"CA - STD. OEM DIESEL	\$ 62,920.00	\$56,082.00
	DD8L93	3500 CREW CAB CHASSIS 4X4 - SLT - 60"CA - STD. OEM GAS	\$ 56,800.00	\$50,500.00
	DD8L93	3500 CREW CAB CHASSIS 4X4 - SLT - 60"CA - STD. OEM DIESEL	\$ 66,895.00	\$59,531.00
RAM 4500 REG CAB CHASSIS 4X2				
	DP4L63	4500 REG CAB CHASSIS 4X2 - TRADESMAN - 60" CA - STD. OEM GAS	\$ 51,010.00	\$45,712.00
	DP4L63	4500 REG CAB CHASSIS 4X2 - TRADESMAN - 60" CA - STD. OEM DIESEL	\$ 61,105.00	\$54,937.00
	DP4L64	4500 REG CAB CHASSIS 4X2 - TRADESMAN - 84" CA - STD. OEM GAS	\$ 51,215.00	\$45,897.00
	DP4L64	4500 REG CAB CHASSIS 4X2 - TRADESMAN - 84" CA - STD. OEM DIESEL	\$ 60,310.00	\$55,127.00
	DP4L65	4500 REG CAB CHASSIS 4X2 - TRADESMAN - 108" CA - STD. OEM GAS	\$ 51,415.00	\$46,078.00
	DP4L65	4500 REG CAB CHASSIS 4X2 - TRADESMAN - 108" CA - STD. OEM DIESEL	\$ 61,510.00	\$55,294.00
	DP4L66	4500 REG CAB CHASSIS 4X2 - TRADESMAN - 120" CA - STD. OEM GAS	\$ 51,615.00	\$46,242.00
	DP4L66	4500 REG CAB CHASSIS 4X2 - TRADESMAN - 120" CA - STD. OEM DIESEL	\$ 61,710.00	\$55,463.00
	DP4L63	4500 REG CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM GAS	\$ 53,250.00	\$47,400.00
	DP4L63	4500 REG CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM DIESEL	\$ 63,345.00	\$56,393.00
	DP4L64	4500 REG CAB CHASSIS 4X2 - SLT - 84" CA - STD. OEM GAS	\$ 53,455.00	\$47,558.00
	DP4L64	4500 REG CAB CHASSIS 4X2 - SLT - 84" CA - STD. OEM DIESEL	\$ 63,550.00	\$56,601.00
	DP4L65	4500 REG CAB CHASSIS 4X2 - SLT - 108" CA - STD. OEM GAS	\$ 53,655.00	\$47,725.00
	DP4L65	4500 REG CAB CHASSIS 4X2 - SLT - 108" CA - STD. OEM DIESEL	\$ 63,750.00	\$56,769.00
	DP4L66	4500 REG CAB CHASSIS 4X2 - SLT - 120" CA - STD. OEM GAS	\$ 53,855.00	\$47,892.00



	DP4L66	4500 REG CAB CHASSIS 4X2 - SLT - 120" CA - STD. OEM DIESEL	\$ 63,950.00	\$56,958.00
RAM 4500 REG CAB CHASSIS 4X4				
	DP9L63	4500 REG CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM GAS	\$ 54,985.00	\$49,176.00
	DP9L63	4500 REG CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM DIESEL	\$ 65,080.00	\$58,606.00
	DP9L64	4500 REG CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM GAS	\$ 55,190.00	\$49,377.00
	DP9L64	4500 REG CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM DIESEL	\$ 65,285.00	\$58,545.00
	DP9L65	4500 REG CAB CHASSIS 4X4 - TRADESMAN - 108" CA - STD. OEM GAS	\$ 55,390.00	\$49,529.00
	DP9L65	4500 REG CAB CHASSIS 4X4 - TRADESMAN - 108" CA - STD. OEM DIESEL	\$ 65,485.00	\$58,778.00
	DP9L66	4500 REG CAB CHASSIS 4X4 - TRADESMAN - 120" CA - STD. OEM GAS	\$ 55,590.00	\$49,724.00
	DP9L66	4500 REG CAB CHASSIS 4X4 - TRADESMAN - 120" CA - STD. OEM DIESEL	\$ 65,685.00	\$58,939.00
	DP9L63	4500 REG CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM GAS	\$ 57,225.00	\$50,831.00
	DP9L63	4500 REG CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM DIESEL	\$ 67,320.00	\$59,883.00
	DP9L64	4500 REG CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM GAS	\$ 57,430.00	\$51,018.00
	DP9L64	4500 REG CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM DIESEL	\$ 67,525.00	\$60,068.00
	DP9L65	4500 REG CAB CHASSIS 4X4 - SLT - 108" CA - STD. OEM GAS	\$ 57,630.00	\$51,191.00
	DP9L65	4500 REG CAB CHASSIS 4X4 - SLT - 108" CA - STD. OEM DIESEL	\$ 67,725.00	\$60,253.00
	DP9L66	4500 REG CAB CHASSIS 4X4 - SLT - 120" CA - STD. OEM GAS	\$ 57,830.00	\$51,370.00
	DP9L66	4500 REG CAB CHASSIS 4X4 - SLT - 120" CA - STD. OEM DIESEL	\$ 67,925.00	\$60,415.00
RAM 4500 CREW CAB CHASSIS 4X2				
	DP4L93	4500 CREW CAB CHASSIS 4X2 - TRADESMAN - 60"CA - STD. OEM GAS	\$ 53,030.00	\$47,447.00
	DP4L93	4500 CREW CAB CHASSIS 4X2 - TRADESMAN - 60"CA - STD. OEM DIESEL	\$ 63,125.00	\$56,672.00
	DP4L94	4500 CREW CAB CHASSIS 4X2 - TRADESMAN - 84"CA - STD. OEM GAS	\$ 53,230.00	\$47,597.00
	DP4L94	4500 CREW CAB CHASSIS 4X2 - TRADESMAN - 84"CA - STD. OEM DIESEL	\$ 63,325.00	\$56,858.00
	DP4L93	4500 CREW CAB CHASSIS 4X2 - SLT - 60"CA - STD. OEM GAS	\$ 57,700.00	\$51,232.00
	DP4L93	4500 CREW CAB CHASSIS 4X2 - SLT - 60"CA - STD. OEM DIESEL	\$ 67,795.00	\$60,283.00
	DP4L94	4500 CREW CAB CHASSIS 4X2 - SLT - 84"CA - STD. OEM GAS	\$ 57,900.00	\$51,438.00
	DP4L94	4500 CREW CAB CHASSIS 4X2 - SLT - 84"CA - STD. OEM DIESEL	\$ 67,995.00	\$60,410.00
RAM 4500 CREW CAB CHASSIS 4X4				
	DP9L93	4500 CREW CAB CHASSIS 4X4 - TRADESMAN - 60"CA - STD. OEM GAS	\$ 57,005.00	\$50,938.00
	DP9L93	4500 CREW CAB CHASSIS 4X4 - TRADESMAN - 60"CA - STD. OEM DIESEL	\$ 67,100.00	\$60,157.00
	DP9L94	4500 CREW CAB CHASSIS 4X4 - TRADESMAN - 84"CA - STD. OEM GAS	\$ 57,205.00	\$51,096.00
	DP9L94	4500 CREW CAB CHASSIS 4X4 - TRADESMAN - 84"CA - STD. OEM DIESEL	\$ 67,300.00	\$60,322.00
	DP9L93	4500 CREW CAB CHASSIS 4X4 - SLT - 60"CA - STD. OEM GAS	\$ 61,675.00	\$54,715.00
	DP9L93	4500 CREW CAB CHASSIS 4X4 - SLT - 60"CA - STD. OEM DIESEL	\$ 71,770.00	\$63,759.00
	DP9L94	4500 CREW CAB CHASSIS 4X4 - SLT - 84"CA - STD. OEM GAS	\$ 61,875.00	\$54,884.00
	DP9L94	4500 CREW CAB CHASSIS 4X4 - SLT - 84"CA - STD. OEM DIESEL	\$ 71,970.00	\$63,930.00
RAM 5500 REG CAB CHASSIS 4X2				
	DP5L63	5500 REG CAB CHASSIS 4X2 - TRADESMAN - 60" CA - STD. OEM GAS	\$ 52,120.00	\$46,700.00
	DP5L63	5500 REG CAB CHASSIS 4X2 - TRADESMAN - 60" CA - STD. OEM DIESEL	\$ 62,215.00	\$55,937.00
	DP5L64	5500 REG CAB CHASSIS 4X2 - TRADESMAN - 84" CA - STD. OEM GAS	\$ 52,325.00	\$46,868.00
	DP5L64	5500 REG CAB CHASSIS 4X2 - TRADESMAN - 84" CA - STD. OEM DIESEL	\$ 62,420.00	\$56,089.00
	DP5L65	5500 REG CAB CHASSIS 4X2 - TRADESMAN - 108" CA - STD. OEM GAS	\$ 52,525.00	\$47,079.00
	DP5L65	5500 REG CAB CHASSIS 4X2 - TRADESMAN - 108" CA - STD. OEM DIESEL	\$ 62,620.00	\$56,273.00
	DP5L66	5500 REG CAB CHASSIS 4X2 - TRADESMAN - 120" CA - STD. OEM GAS	\$ 52,730.00	\$47,217.00
	DP5L66	5500 REG CAB CHASSIS 4X2 - TRADESMAN - 120" CA - STD. OEM DIESEL	\$ 62,825.00	\$56,438.00
	DP5L63	5500 REG CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM GAS	\$ 54,360.00	\$48,354.00

	DP5L63	5500 REG CAB CHASSIS 4X2 - SLT - 60" CA - STD. OEM DIESEL	\$ 64,455.00	\$57,392.00
	DP5L64	5500 REG CAB CHASSIS 4X2 - SLT - 84" CA - STD. OEM GAS	\$ 54,565.00	\$48,517.00
	DP5L64	5500 REG CAB CHASSIS 4X2 - SLT - 84" CA - STD. OEM DIESEL	\$ 64,660.00	\$57,587.00
	DP5L65	5500 REG CAB CHASSIS 4X2 - SLT - 108" CA - STD. OEM GAS	\$ 54,765.00	\$48,726.00
	DP5L65	5500 REG CAB CHASSIS 4X2 - SLT - 108" CA - STD. OEM DIESEL	\$ 64,860.00	\$57,759.00
	DP5L66	5500 REG CAB CHASSIS 4X2 - SLT - 120" CA - STD. OEM GAS	\$ 54,970.00	\$48,890.00
	DP5L66	5500 REG CAB CHASSIS 4X2 - SLT - 120" CA - STD. OEM DIESEL	\$ 65,065.00	\$57,954.00
RAM 5500 REG CAB CHASSIS 4X4				
	DP0L63	5500 REG CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM GAS	\$ 56,095.00	\$50,170.00
	DP0L63	5500 REG CAB CHASSIS 4X4 - TRADESMAN - 60" CA - STD. OEM DIESEL	\$ 66,190.00	\$59,354.00
	DP0L64	5500 REG CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM GAS	\$ 56,300.00	\$50,337.00
	DP0L64	5500 REG CAB CHASSIS 4X4 - TRADESMAN - 84" CA - STD. OEM DIESEL	\$ 66,395.00	\$59,527.00
	DP0L65	5500 REG CAB CHASSIS 4X4 - TRADESMAN - 108" CA - STD. OEM GAS	\$ 56,500.00	\$50,476.00
	DP0L65	5500 REG CAB CHASSIS 4X4 - TRADESMAN - 108" CA - STD. OEM DIESEL	\$ 66,595.00	\$59,690.00
	DP0L66	5500 REG CAB CHASSIS 4X4 - TRADESMAN - 120" CA - STD. OEM GAS	\$ 56,705.00	\$50,620.00
	DP0L66	5500 REG CAB CHASSIS 4X4 - TRADESMAN - 120" CA - STD. OEM DIESEL	\$ 66,800.00	\$59,841.00
	DP0L63	5500 REG CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM GAS	\$ 58,335.00	\$51,812.00
	DP0L63	5500 REG CAB CHASSIS 4X4 - SLT - 60" CA - STD. OEM DIESEL	\$ 68,430.00	\$60,811.00
	DP0L64	5500 REG CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM GAS	\$ 58,540.00	\$51,973.00
	DP0L64	5500 REG CAB CHASSIS 4X4 - SLT - 84" CA - STD. OEM DIESEL	\$ 68,635.00	\$61,011.00
	DP0L65	5500 REG CAB CHASSIS 4X4 - SLT - 108" CA - STD. OEM GAS	\$ 58,740.00	\$52,181.00
	DP0L65	5500 REG CAB CHASSIS 4X4 - SLT - 108" CA - STD. OEM DIESEL	\$ 68,835.00	\$61,206.00
	DP0L66	5500 REG CAB CHASSIS 4X4 - SLT - 120" CA - STD. OEM GAS	\$ 58,945.00	\$52,339.00
	DP0L66	5500 REG CAB CHASSIS 4X4 - SLT - 120" CA - STD. OEM DIESEL	\$ 69,040.00	\$61,376.00
RAM 5500 CREW CAB CHASSIS 4X2				
	DP5L93	5500 CREW CAB CHASSIS 4X2 - TRADESMAN - 60"CA - STD. OEM GAS	\$ 54,140.00	\$48,415.00
	DP5L93	5500 CREW CAB CHASSIS 4X2 - TRADESMAN - 60"CA - STD. OEM DIESEL	\$ 64,235.00	\$57,639.00
	DP5L94	5500 CREW CAB CHASSIS 4X2 - TRADESMAN - 84"CA - STD. OEM GAS	\$ 54,340.00	\$48,587.00
	DP5L94	5500 CREW CAB CHASSIS 4X2 - TRADESMAN - 84"CA - STD. OEM DIESEL	\$ 64,435.00	\$57,837.00
	DP5L93	5500 CREW CAB CHASSIS 4X2 - SLT - 60"CA - STD. OEM GAS	\$ 58,810.00	\$52,215.00
	DP5L93	5500 CREW CAB CHASSIS 4X2 - SLT - 60"CA - STD. OEM DIESEL	\$ 68,905.00	\$61,244.00
	DP5L94	5500 CREW CAB CHASSIS 4X2 - SLT - 84"CA - STD. OEM GAS	\$ 59,010.00	\$52,374.00
	DP5L94	5500 CREW CAB CHASSIS 4X2 - SLT - 84"CA - STD. OEM DIESEL	\$ 69,105.00	\$61,385.00
RAM 5500 CREW CAB CHASSIS 4X4				
	DP0L93	5500 CREW CAB CHASSIS 4X4 - TRADESMAN - 60"CA - STD. OEM GAS	\$ 58,115.00	\$51,881.00
	DP0L93	5500 CREW CAB CHASSIS 4X4 - TRADESMAN - 60"CA - STD. OEM DIESEL	\$ 68,210.00	\$61,063.00
	DP0L94	5500 CREW CAB CHASSIS 4X4 - TRADESMAN - 84"CA - STD. OEM GAS	\$ 58,315.00	\$52,075.00
	DP0L94	5500 CREW CAB CHASSIS 4X4 - TRADESMAN - 84"CA - STD. OEM DIESEL	\$ 68,410.00	\$61,285.00
	DP0L93	5500 CREW CAB CHASSIS 4X4 - SLT - 60"CA - STD. OEM GAS	\$ 62,785.00	\$55,667.00
	DP0L93	5500 CREW CAB CHASSIS 4X4 - SLT - 60"CA - STD. OEM DIESEL	\$ 72,880.00	\$64,687.00
	DP0L94	5500 CREW CAB CHASSIS 4X4 - SLT - 84"CA - STD. OEM GAS	\$ 62,985.00	\$55,885.00
	DP0L94	5500 CREW CAB CHASSIS 4X4 - SLT - 84"CA - STD. OEM DIESEL	\$ 73,080.00	\$64,890.00



STATE OF TENNESSEE  
**DEPARTMENT OF ENVIRONMENT AND CONSERVATION**

Division of Financial Assurance  
William R. Snodgrass Tennessee Tower  
312 Rosa L. Parks Ave., 10th Floor  
Nashville, TN 37243  
(615) 532-0339  
TDEC.Financial.Assurance@tn.gov

The Honorable Bill Brittain  
Hamblen County Mayor  
511 West Second North Street  
Morristown, Tennessee 37814-3964

The Honorable Gary Chesney  
City of Morristown Mayor  
P. O. Box 1499  
Morristown, Tennessee 37816-1499

RE: 2023 Annual Inflation Adjustment of the Financial Assurance for ***Hamblen County and City of Morristown Landfills***, Permit Number(s) ***SNL320000152 Original, SNL320000152 Extension, and DML320000100 Entire Landfill***, as required by the Regulations of TDEC's Division of Solid Waste Management

To whom it may concern:

**All county and municipal "Contracts of Obligation in Lieu of Performance Bonds" must be adjusted annually for inflation by no later than the anniversary date of the issuance of the contract.**

Rule Chapters 0400-12-01-.06(8) and 0400-11-01-.03(3) state that the inflation adjustment may be made by recalculating the closure and/or post-closure cost estimate in current dollars or by using an inflation factor derived from the most recent Implicit Price Deflator for the Gross National Product published by the U. S. Bureau of Economic Analysis in its Survey of Current Business.

The staff of TDEC's Division of Financial Assurance, utilizing data published by the U. S. Bureau of Economic Analysis, has projected the inflation factor to be used for **2023** inflation adjustments as **7.30%**. The amount of your financial assurance instrument(s) from the **Year 2022** must be multiplied by **1.0730**. The permitted facility and/or TDEC may reserve the right to adjust this figure later based upon revised data released by the U. S. Bureau of Economic Analysis during the year.

**Effective immediately, any County or Municipal Contract of Obligation in Lieu of Performance Bond incurring an annual inflation adjustment shall not be processed by amendment until the cumulative amount of the adjustment(s) equals or exceeds TEN THOUSAND DOLLARS (\$10,000.00). This is a change from the previous threshold of Five Thousand Dollars (\$5,000.00). For example, if the inflation adjustment is \$4,000.00 in year one, \$5,000.00 in year two, and \$6,000.00 in year three, the amendment will be processed in year three when the total of adjustments exceeds \$10,000.00. We will continue to send your inflation adjustment figures annually for your records whether or not a contract amendment is required.**

Please review the amount(s) for each permit listed below. If any changes or modifications to your permit(s) have occurred, please contact us as soon as you receive this letter. The due date(s) and projected amount(s) for the inflation adjustment(s) of your financial instrument(s) are as follows:



## 2023 Inflation Adjustment(s)

Facility Permit #:	Financial Instrument Type & #:	Financial Instrument Anniversary Due Date:	Present Amount of Financial Assurance On File:	Inflation Adjustment/ Increase Required:	Inflation Adjustment and Allowable Post-Closure Reduction:	Total Required Amount of Financial Assurance:
SNL320000152 Original	Contract	02/27/23	\$ 233,275.95	\$ 0.00	(-\$ 47,156.24)	\$ 186,119.71
SNL320000152 Extension	Contract	10/23/23	\$ 9,407,989.69	\$ 1,423,547.48	\$ 0.00	\$ 10,831,537.17
DML320000100 Entire Landfill	Contract	09/25/23	\$ 0.00	\$ 3,218,717.54	\$ 0.00	\$ 3,218,717.54

Please see the attached spreadsheets, which list in detail the amount of financial assurance required due to the **2023** annual inflation adjustment and/or post-closure reduction (if applicable) for your permit(s). The spreadsheets also list the current amount of financial assurance on file for each permit.

### **PLEASE NOTE**

- (1) **If you currently have a financial assurance instrument on file with TDEC that was issued by a Commercial Financial Institution, that institution may consider this letter as TDEC's authorization for it to change the amount of the financial instrument(s) to the amount(s) specified in this letter for the specific permit(s) as listed.**
- (2) **If you have been advised by the TDEC Field Office that the required post-closure activities at a permitted site listed herein have not been performed to the satisfaction of the TDEC Field Office Staff, do not reduce your financial assurance instrument until the TDEC Field Office has approved the performance of the required post-closure work.**

If you have any questions, please send an e-mail to [TDEC.Financial.Assurance@tn.gov](mailto:TDEC.Financial.Assurance@tn.gov), or call 615-532-0339. Please submit the inflation adjusted financial instrument(s) to the TDEC Division of Financial Assurance at the address listed on the letterhead as indicated above.

Respectfully,



Ian Jakul  
TDEC Division of Financial Assurance

Enclosures: Annual Inflation Letter, Amendments to Contract of Obligation in Lieu of Performance Bonds, Customer Information Spreadsheet

CC: Revendra Awasthi, Manager, TDEC Division of Solid Waste Management, Knoxville Field Office

For Department Use Only  
Effective Date:

**Amendment of Contract of Obligation in Lieu of Performance Bond (County and City)  
Department of Environment and Conservation, Division of Solid Waste Management**

1. This amendment is made by the County of Hamblen ("the County") and the City of Morristown ("the City"), and the Tennessee Department of Environment and Conservation ("the Department") to the Contract of Obligation in Lieu of Performance Bond for proper operation, closure and/or post-closure of the Hamblen County – Morristown Sanitary Landfill, Permit Number SNL320000152 Original entered on or about 02/27/15 ("the Contract").
2. Paragraph 3 of the Contract is amended by deleting the language in the paragraph and substituting the following language, which shall constitute Paragraph 3 of the Contract:  
  
The total penal sum of this contract is:  
  
\$ 186,119.71
3. Except as set forth in this amendment, or another prior amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is any conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment shall control.
4. A copy of this amendment shall be filed with the Commissioner of the Tennessee Department of Finance and Administration.
5. All signatories to this amendment warrant that they have actual authority to enter this amendment on the terms contained herein.
6. This amendment shall be effective upon signature by all parties by a person authorized to bind each party. The Department shall note the Effective Date upon all signatures.

On Behalf of the County of Hamblen

On Behalf of the City of Morristown

Printed Name: Bill Brittain

Printed Name: Gary Chesney

Title: Mayor

Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

On Behalf of the Tennessee Department of Finance and Administration

\_\_\_\_\_  
Jim Bryson, Commissioner  
Tennessee Department of Finance and Administration

Date: \_\_\_\_\_

On Behalf of the Tennessee Department of Environment and Conservation

\_\_\_\_\_  
David W. Salyers, P.E., Commissioner  
Tennessee Department of Environment and Conservation

Date: \_\_\_\_\_

<https://www.tn.gov/environment/about-tdec/fin-financial-responsibility.html>

For Department Use Only  
Effective Date:

**Amendment of Contract of Obligation in Lieu of Performance Bond (County and City)  
Department of Environment and Conservation, Division of Solid Waste Management**

1. This amendment is made by the County of Hamblen ("the County") and the City of Morristown ("the City"), and the Tennessee Department of Environment and Conservation ("the Department") to the Contract of Obligation in Lieu of Performance Bond for proper operation, closure and/or post-closure of the Hamblen County – Morristown Sanitary Landfill, Permit Number SNL320000152 Extension entered on or about 10/23/02 ("the Contract").
2. Paragraph 3 of the Contract is amended by deleting the language in the paragraph and substituting the following language, which shall constitute Paragraph 3 of the Contract:  
  
The total penal sum of this contract is:  
  
\$ 10,831,537.17
3. Except as set forth in this amendment, or another prior amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is any conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment shall control.
4. A copy of this amendment shall be filed with the Commissioner of the Tennessee Department of Finance and Administration.
5. All signatories to this amendment warrant that they have actual authority to enter this amendment on the terms contained herein.
6. This amendment shall be effective upon signature by all parties by a person authorized to bind each party. The Department shall note the Effective Date upon all signatures.

On Behalf of the County of Hamblen

On Behalf of the City of Morristown

Printed Name: Bill Brittain

Printed Name: Gary Chesney

Title: Mayor

Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

On Behalf of the Tennessee Department of Finance and Administration

\_\_\_\_\_  
Jim Bryson, Commissioner  
Tennessee Department of Finance and Administration

Date: \_\_\_\_\_

On Behalf of the Tennessee Department of Environment and Conservation

\_\_\_\_\_  
David W. Salyers, P.E., Commissioner  
Tennessee Department of Environment and Conservation

Date: \_\_\_\_\_

For Department Use Only  
Effective Date:

**Contract of Obligation in Lieu of Performance Bond (County and City)**  
**Department of Environment and Conservation, Division of Solid Waste Management**

Pursuant to Tennessee Code Annotated § 68-211-116 and the rules and regulations of the State of Tennessee, the County of Hamblen ("the County"), the City of Morristown ("the City"), and the Tennessee Department of Environment and Conservation ("the Department") do hereby contract and agree as follows:

1. This contract applies to the following solid waste disposal facility(s):  
  
Facility Name: Hamblen County-Morristown C&D Landfill  
  
Registration No. & Phase(s): DML320000100, Entire Landfill (Approximately 14.50 Acres)  
  
Address of Facility: 3849 Sublett Road, Morristown, TN 37813
2. The County and City shall properly operate the described solid waste disposal facility(s) and perform closure and/or post-closure of each facility listed above in accordance with all requirements of the permit and any applicable closure/post-closure plan, including any amendments to that plan, and pursuant to all applicable laws and rules, including any amendments to such laws and rules.
3. The total penal sum of this contract is: \$ 3,218,717.54
4. In the event that the County and/or City fail to perform as specified in paragraph 2, above, the Commissioner of the Department may, after giving the County and City notice and an opportunity to cure the violation, collect any amount up to the total penal sum from any funds that otherwise would be disbursed from the State of Tennessee to the County and/or City and this contract shall act as an assignment of any such forfeited funds from the County and/or City to the Department.
5. A copy of this contract shall be filed with the Commissioner of the Tennessee Department of Finance and Administration, who shall distribute any funds forfeited pursuant to this contract upon written notice from the Commissioner of the Department.
6. All signatories to this contract warrant that they have actual authority to enter this contract on the terms contained herein.
7. This contract shall be effective upon signature by all parties by a person authorized to bind each party. The Department shall note the Effective Date at the top of this Contract upon all signatures.

On Behalf of the County of Hamblen

On Behalf of the City of Morristown

Printed Name: Bill Brittain

Printed Name: Gary Chesney

Title: Mayor

Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

On Behalf of the Tennessee Department of Environment and Conservation

\_\_\_\_\_  
David W. Salyers, P.E., Commissioner  
Tennessee Department of Environment and Conservation

Date: \_\_\_\_\_

# The City of Morristown

Morristown Police Department



## MEMORANDUM

To: Mayor Gary Chesney  
City Council

From: Chief Roger D. Overholt *RDO*

Date: November 15, 2023

Re: Entry Level Patrol Officers

---

I am requesting to hire two full-time entry-level officers at the November 21<sup>st</sup> council meeting to backfill vacancies. Attached is the current civil service roster of eligible candidates.

Thank you,

RDO/aw

# CIVIL SERVICE BOARD

P O BOX 1499 \* MORRISTOWN, TN 37816

## POLICE ENTRY LEVEL ROSTER

Revised on November 1, 2023 to Reflect Recent **Testing**, Hiring and/or Corrections

RANK AND NAME		EXPIRES
1	Jonathan Maxey	10/31/2024
2	Henry Reigger	10/31/2024
3	Josh Petitt	10/31/2024
4	Israel Thorne	10/31/2024
5	Chris Parsley	10/31/2024

For the Civil Service Board

A handwritten signature in blue ink, reading "Lee E. Parker", is written over a horizontal line.

Lee Parker, Chairman



# The City of Morristown


---

Morristown Police Department



## MEMORANDUM

To: Mayor Gary Chesney  
City Council

From: Chief Roger D. Overholt 

Date: November 15, 2023

Re: Promotions

---

I am requesting to make one promotion in the detective division for Detective at the November 21<sup>st</sup> council meeting. This position is to backfill one current vacancy.

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

Thank you.

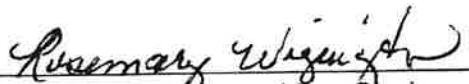
## CIVIL SERVICE BOARD

P.O. BOX 1499 \* MORRISTOWN, TN 37816

### POLICE DEPARTMENT ROSTER - DETECTIVE

UPDATED ON JUNE 13, 2023 TO REFLECT TESTING, **HIRING** AND/OR CORRECTIONS

	NAME	EXPIRES
1	Travis Mikels	5/30/25
2	David Klein	5/30/25
3	Eric Renfro	5/30/25

  
Rosemary Wigington, Vice-Chairman

6-13-2023  
Date

# The City of Morristown

Morristown Police Department



## MEMORANDUM

To: Mayor Gary Chesney  
City Council

From: Chief Roger D. Overholt

Date: November 16, 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 Crash Investigation Unit due to an at-fault accident. This is the officer's third at-fault accident which resulted in property damage. This is a violation of General Order 300.08 L, 8, Damage to or Loss of Motor Vehicle from an Avoidable Accident. I request the officer receive a 36-hour suspension and confirmation of a 90-day suspension from the Personal Assigned Vehicle Program. This action would be in compliance with our disciplinary process.

Thank you,

RDO/aw