

WORK SESSION AGENDA
April 16, 2024
4:00 p.m.

1. Agenda Review and Citizen Forum

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
April 16, 2024
5:00 p.m.

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Captain Charles Letterman, Morristown Police Dept. Master Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **ADOPTION OF AGENDA**

6. **PROCLAMATIONS/PRESENTATIONS**

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

8. **APPROVAL OF MINUTES**

1. April 2, 2024

9. **OLD BUSINESS**

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

1. Ordinance No. 4754

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

2. Resolution No. 2023-10 Plan of Services
A Resolution adopting a Plan of Services for the Annexation of Properties located between Merchants Greene Boulevard and S. Bellwood Road.

10. NEW BUSINESS

10-a. Resolutions

10-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
Entitled an Ordinance to amend the municipal code of the City of Morristown, Tennessee, Appendix B. Rezoning of Lot 9B of the Preliminary & Final Plat of Masengill Spring Development Phase II – Division of Tract 9 as recorded in Plat Book O Page#157 in the Hamblen County Register of Deeds Office from RP1 (Planned Residential District) to PCD (Planned Commercial District), the general location being shown on the attached exhibit A.
{Public Hearing Date May 7, 2024}
2. Ordinance No. _____
Entitled an Ordinance to amend the municipal code of the City of Morristown, Tennessee, Appendix B. Rezoning of Lot 1 of the Final Plat of Elliot Property as recoded in Plat Book P Page #3 in the Hamblen County Register of Deeds Office from OMP (Office Medical and Professional District) and LI (Light Industrial District) to IB (Intermediate Business District), the general location being shown on the attached exhibit A.
{Public Hearing Date May 7, 2024}

10-c. Awarding of Bids/Contracts

1. Acknowledge the award of a FY22 Department of Homeland Security State & Local Cybersecurity Grant for Endpoint protection licenses and certain backup computer hardware, and authorize the City Administrator to execute documents necessary to process the award.
2. Rescind prior approval of the bid for the Fire Station #1 Split System and reject all bids.
3. Approve Amendment No. 2 to the Work Authorization for Michael Baker International for the Land Acquisition Study & Acquisition project related to the Morristown Regional Airport.
4. Approve a Change Order – Amendment No. 1 to the Contract for Irrigation System Installation at Frank Lorino Park with Oak View Landscaping & Lawn Care, increasing the cost by \$19,500.

5. Approve a Memorandum of Understanding between the City of Morristown and John Bell providing a donation of the right-of-way for a new alignment of Bellwood Road and contemplating construction of the same.
6. Acknowledge application for additional funding for the FY 2024 Annual Airport Maintenance grant and authorize execution of all necessary grant documents to receive the award.
7. Authorize the installation of certain public art on city-owned property as proposed to City Council on April 16, 2024, and authorize the City Administrator to execute agreement(s) necessary with the Rose Center or other parties to facilitate successful installation.
8. Approval of Interlocal Agreement for non-disaster related and/or recurring sharing of law enforcement resources between the Morristown Police Department and the following agencies:
 - a. Claiborne County Sheriff's Department
 - b. Greeneville Police Department
 - c. Jefferson County Sheriff's Department

10-d. Board/Commission Appointments

1. City Council appointment or re-appointment to the Morristown-Hamblen County Humane Society for a three (3) year term to expire May 15, 2027; term expiring: Melba Norfolk.

10-e. New Issues

11. CITY ADMINISTRATOR'S REPORT

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

**WORK SESSION
April 16, 2024**

1. Opioid Committee Discussion

City Council Meeting/Holiday Schedule.

April 16, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
April 16, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 7, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
May 7, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 10, 2024	Friday	9:00 a.m.	FY25 Budget Presentation – Morristown Landing 4355 Durham Landing
May 21, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
May 21, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 27, 2024	Monday		City Center Closed – Observance of Memorial Day
June 4, 2024	Tuesday	3:30 p.m.	Finance Committee Meeting
June 4, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
June 4, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
June 18, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
June 18, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
June 19, 2024	Wednesday		City Center Closed – Observance of Juneteenth
July 2, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
July 2, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 4, 2024	Thursday		City Center Closed – Observance of Independence Day
July 16, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
July 16, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 6, 2024	Tuesday	3:30 p.m.	Finance Committee Meeting
August 6, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
August 6, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 20, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
August 20, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 2, 2024	Monday		City Center Closed – Observance of Labor Day
September 3, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
September 3, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 17, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
September 17, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 1, 2024	Tuesday	3:30 p.m.	Finance Committee Meeting
October 1, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
October 1, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 15, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
October 15, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 5, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
November 5, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 11, 2024	Monday		City Center Closed – Observance of Veterans Day
November 19, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
November 19, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 28-29, 2024	Thurs/Fri		City Center Closed – Observance of Thanksgiving Holiday
December 3, 2024	Tuesday	3:30 p.m.	Finance Committee Meeting
December 3, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
December 3, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 17, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
December 17, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 24-25, 2024	Tues/Wed		City Center Closed – Observance of Christmas Holiday

STATE OF TENNESSEE
COUNTRY OF HAMBLLEN
CORPORATION OF MORRISTOWN
APRIL 2, 2024

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, April 2, 2024, 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.

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

Councilmember K. Senter made a motion to adopt the April 2, 2024, agenda as presented. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

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

Councilmember A'Hearn made a motion to approve the March 19, 2024, minutes as amended as related to the approval of Ordinance 4757 *{Councilmember Bivens made a motion to amend the original motion to include that zero traffic be allowed to flow through the residential streets of Morningside Subdivision (Chestnut Avenue and Bushong Avenue) during construction or after completion of construction of commercial development}*. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Under Old Business Councilmember Pedigo made a motion to bring Ordinance No. 4757 and Resolution No. 2023-10 Plan of Services back from the table and set for Public Hearing and Second Reading on April 16, 2024. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4757

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of a portion of Hamblen County Tennessee Tax Parcel #034G a 01702 000 (East Andrew Johnson Highway/Chestnut Avenue).

Resolution No. 2023-10 Plan of Services

A Resolution adopting a Plan of Services for the Annexation of Properties located between Merchants Greene Boulevard and S. Bellwood Road.

A Public Hearing was held relating to Ordinance No. 4774. No one spoke.

Councilmember Bivens made a motion to approve Ordinance No. 4774 on second and final reading. Councilmember J. Senter seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 4774

An Ordinance to close and vacate certain Rights-of-Ways within the City of Morristown as shown on the Shade-Wilder Subdivision recorded as Plat B, page 66 in the Hamblen County Courthouse and, as shown on the attached Exhibit A (Between Witt Road and Railroad).

A Public Hearing was held relating to Ordinance No. 4775. No one spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 4775 on second and final reading. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 4775

An Ordinance to close and vacate certain Rights-of-Way within the City of Morristown. Portion of the South Economy Road right-of-way with the general location being shown on the attached Exhibit A.

A Public Hearing was held relating to Ordinance No. 4757. Ruth Helms spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 4757 on second and final reading. Councilmember Bivens seconded the motion. Councilmember Bivens asked to clarify that Baylor Avenue is to be included in the list of residential streets (Chestnut Avenue and Bushong Avenue) that zero traffic be allowed to flow through during construction or after completion of construction of commercial development. Mayor Chesney called for the vote and upon roll call; all voted “aye”.

Ordinance No. 4757

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee Appendix B. Rezoning of a portion of Hamblen County Tennessee Tax Parcel #034g a 01702 000 (East Andrew Johnson Highway/Chestnut Avenue).

Councilmember A’Hearn made a motion to approve Resolution No. 2024-10. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Resolution No. 2024-10

A Resolution to Accept and Dedicate Public Streets, Rights of Way and Street Names Located within the City of Morristown, Tennessee. {Southwood Subdivision: Greenway Drive and Southwood Circle}.

Councilmember K. Senter made a motion to acknowledge the receipt of two (2) eligible responses to the Request for Proposals for the Data Wiring at City Center, accept the proposal from Southeast Communications LLC as the best proposal, in the amount of \$25,480.00. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to acknowledge receipt of bids for Public Works Uniforms, accept the bid from Perfect Fit Image Apparel as the best and lowest bid. Councilmember A'Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember K. Senter made a motion to authorize the repair to Fire Truck Unit #456 by Pierce Siddons-Martin Emergency Group as a sole source, in the amount of \$27,181.77. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember K. Senter made a motion to acknowledge receipt of bids for a Split System at Fire Station #1, accept the bid from Russ Norton as the best bid, and authorize the purchase of two (2) 96% Efficiency Split System for \$15,200.00. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember A'Hearn made a motion to acknowledge receipt of bids for the Ballistic Helmets, accept the bid from Dana Safety Supply for the Team Wendy Epic Specialist Helmet as the best bid, and authorize a purchase quantity of 72, totaling \$58,380.40. Councilmember J. Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember A'Hearn made a motion to authorize the purchase of Lighting for twelve (12) Vehicles from Dana Safety Supply via statewide Contract #202 in addition to other equipment, per the attached quote for the upfitting of the new police department vehicles, in the amount of \$59,965.94. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember K. Senter made a motion to authorize the purchase of Radar Equipment for twelve (12) Vehicles from Kustom Signals via Statewide Contract #349, per the attached quote for the upfitting of the new police department vehicles, in the amount of \$29,390.04. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember A'Hearn made a motion to authorize the purchase of Patrol & K9 Equipment for twelve (12) Vehicles from Dana Safety Supply, per the attached quotes for the upfitting of the new police department vehicles, in the amount of \$45,736.21. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember K. Senter made a motion to approve the naming of the new Fire Station 3 and Training Facility. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to authorize the receipt of a grant from the "Cop Fleet Forum" to reimburse the cost of travel for one staff member to the June 2024 fleet conference. Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve Amendment One of Grant Contract AERO-22-295-00 (ARPA Grant) with the Department of Transportation (TDOT) extending the term to January 19, 2025. Councilmember K. Senter seconded the motion and upon roll call; all voted "aye".

Councilmember K. Senter made a motion to reappoint Bill Daniel to the Hamblen County Board of Equalization for a two (2) year term to expire May 1, 2026. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to reappoint Max Cook, Michael Price, and Sonja Shannon to the Construction Board of Adjustments, Appeals and Examiners for a three (3) year term to expire May 1, 2027. Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to confirm a 40-hour suspension as a result of employee disciplinary action for the Morristown Police Department. Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to confirm a 12-hour suspension as a result of employee disciplinary action for the Morristown Police Department. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Mayor Gary Chesney adjourned the April 2, 2024, Morristown City Council meeting at 5:56 p.m.

Mayor

Attest:

City Administrator

The City of Morristown

Community Development & Planning



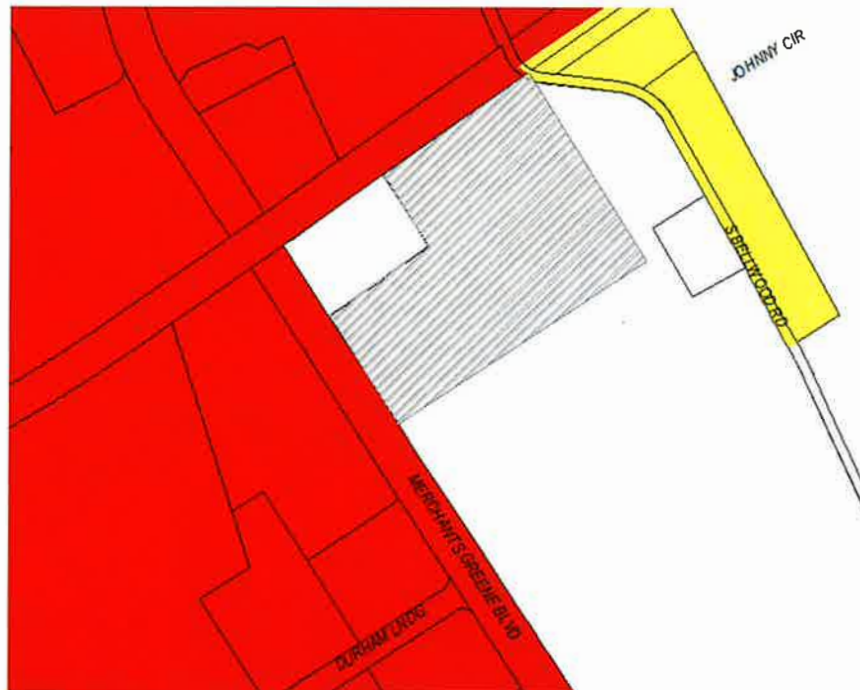
TO: Morristown City Council
FROM: Josh Cole, Senior Planner
DATE: April 16, 2024
SUBJECT: Annexation Request
Merchants Greene Boulevard/S. Bellwood Road

As City Council may recall, property owner John Bell applied to have a portion of his property located between Merchants Greene and S. Bellwood to be annexed into the City in June 2023. However, after the first reading but prior to the public hearing, he asked Council to place it on the table. Mr. Bell recently approached the City once again to have this considered and is asking it to be taken off the table and a public hearing to be set on the April 16th meeting.

The original staff memo is below:

BACKGROUND:

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



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

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

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



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

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

RECOMMENDATION:

Staff recommends approval of the annexation requests with zoning designations of R-3 and Planning Commission voted in support of this request at their June (2023) monthly meeting.

ORDINANCE NO. 4754

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

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

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

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

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

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

BEGINNING at the point of intersection of Parcel 086.01 of Hamblen County Tax Map 040, the western boundary of the Merchants Greene Right-of-Way and the southern boundary of the Southern Railroad Right-of-Way and moving 886.54' in a northeasterly direction; thence moving 641.40' in a southeasterly direction; thence moving 881.47' in a southwesterly direction to the point of intersection with Parcel 059.00 of Hamblen County Tax Map 048 and the western boundary of the Merchants Greene Right-of-Way; thence moving in a northwesterly direction 629.37' to the point of BEGINNING.

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

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

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

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

Mayor

ATTEST:

City Administrator

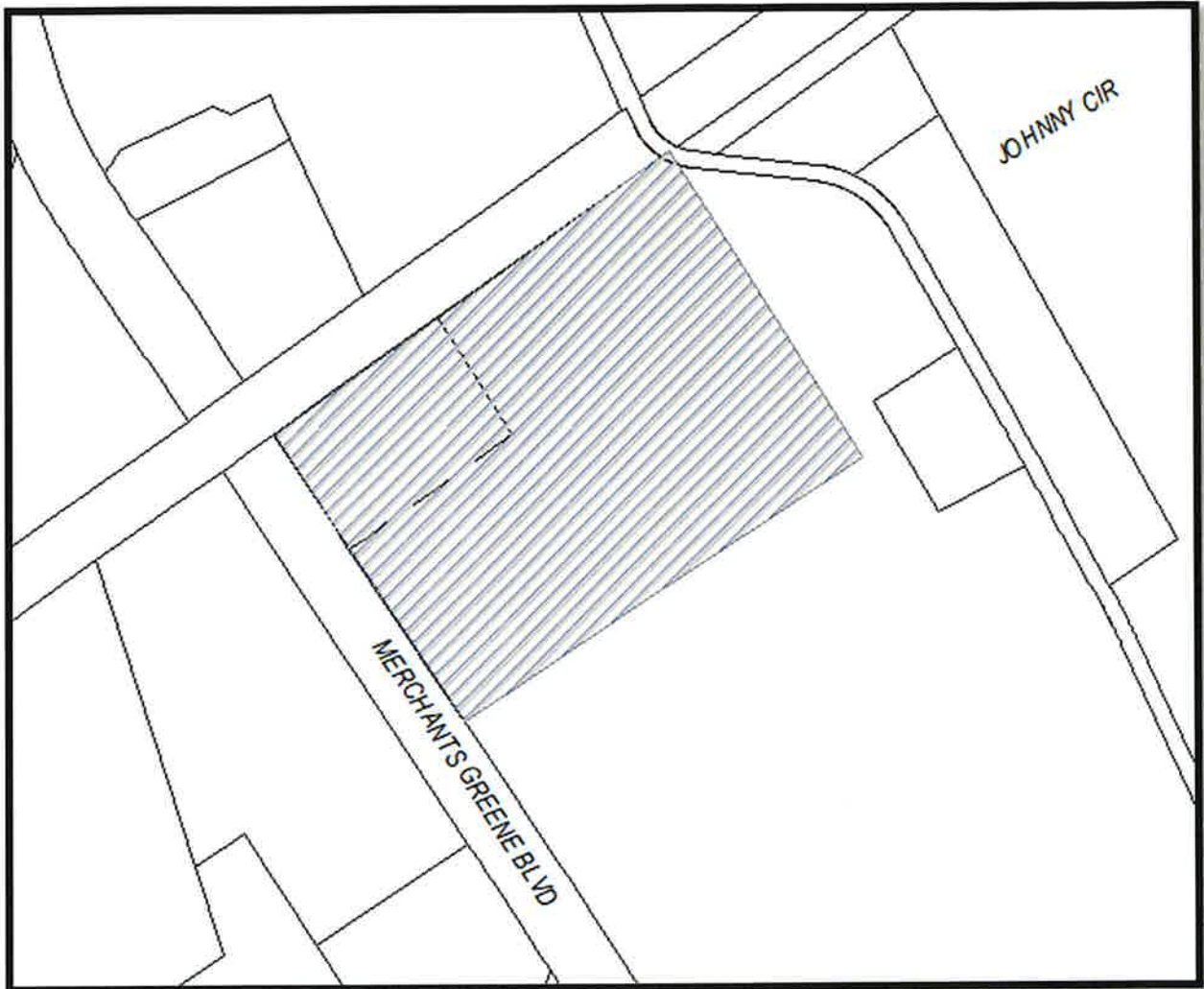
Passed on second and final reading the 16th day of April 2024.

Mayor

ATTEST:

City Administrator

Exhibit A:



RESOLUTION NO. 2023-10

PLAN OF SERVICES

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

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

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

Properties identified as Hamblen County Tax Parcel ID #: 032040 08601 and a portion of Hamblen County Tax ID#: 032048 05900 located between Merchants Greene Boulevard and S. Bellwood Road, the general location being shown on the attached exhibit A;

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

Police Protection

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

Fire Protection

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

Water Service

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

Sanitary Sewer Service

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

Electrical Service

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

Refuse Collection

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

Streets

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

Inspection Services

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

Planning and Zoning

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

Street Lighting

Street lights will be installed in accordance to City policies.

Recreation

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

Miscellaneous

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

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

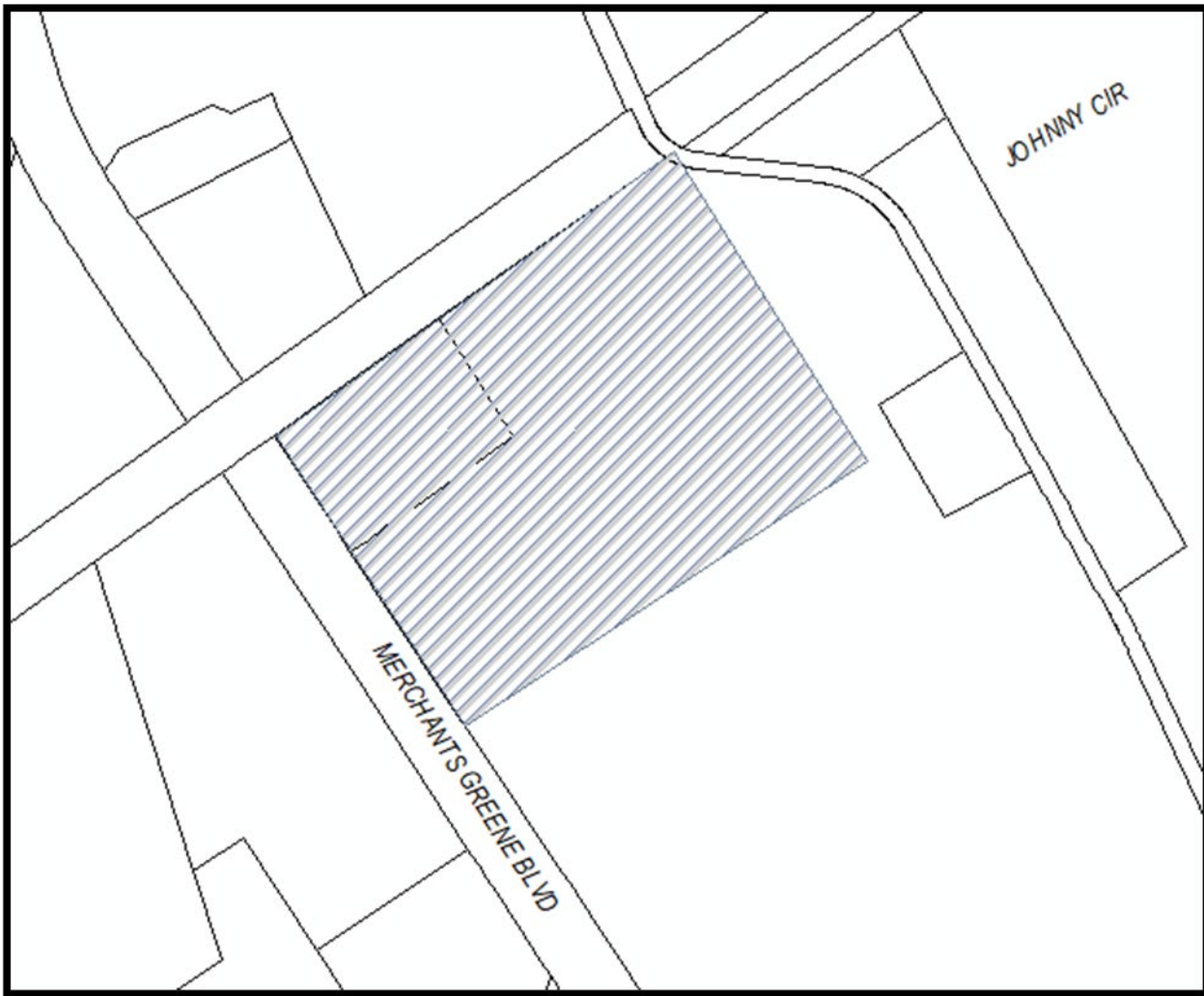
Passed on this 16th day of April 2024.

Mayor

ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning

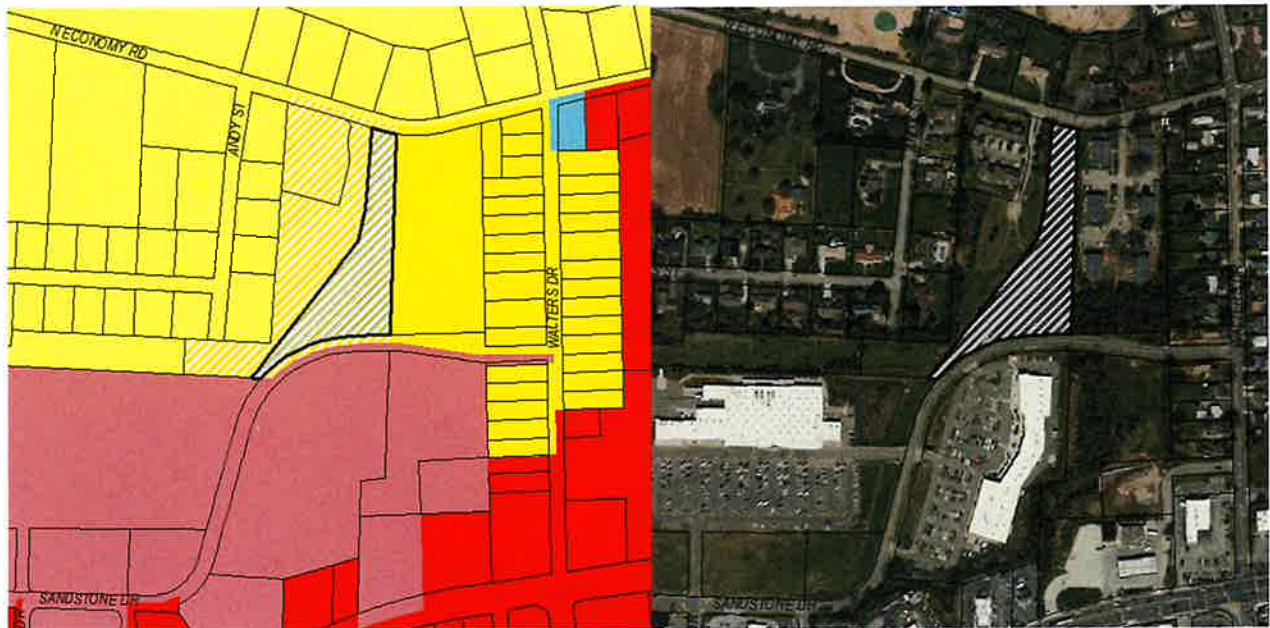


TO: Morristown City Council
FROM: Josh Cole, Senior Planner
DATE: April 16th, 2024
SUBJECT: Rezoning Request from RP1 to PCD
Sandstone Drive

BACKGROUND:

Staff has received a request from the engineer, Joe Parrott, to rezone a 2.5 acre vacant parcel on Sandstone Drive from RP1 (Planned Residential District) to PCD (Planned Commercial District). The applicant is seeking to rezone it to PCD in order to place an office building for a local HVAC business.

This property has PCD zoning to the south with the Massengill Falls and Massengill Springs development which is anchored by the Food City grocery store and has a multifamily development to the east zoned R-2. The concept plan provided with the application does show a 2,200 square foot building with an office area and storage area. Per the concept plan, the only access for this will be on Sandstone Drive which is similar to all the other commercial uses within this development. It should be stated that this property is heavily constrained as to the size of the development because it contains a flood hazard area along with multiple easements.



RECOMMENDATION:

This property is currently zoned RP1, however, most of the properties within this development contains the PCD zoning designation with commercial uses along this street. Thus, staff recommends approval of this rezoning request and Planning Commission voted 9-0 in support of this at their April monthly meeting.

ORDINANCE NO. _____,
ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF
MORRISTOWN, TENNESSEE, APPENDIX B.
*{Rezoning of Lot 9B of the Preliminary & Final Plat of Masengill Spring Development Phase II –
Division of Tract 9 as recorded in Plat Book O Page#157 in the Hamblen County Register of Deeds
Office from RP1 (Planned Residential District) to PCD (Planned Commercial District), the general
location being shown on the attached exhibit A.}*

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from from RP1 (Planned Residential District) to PCD (Planned Commercial District), the general location being shown on the attached exhibit A.}

BEING the entirety of Lot 9B of the Preliminary & Final Plat of Masengill Spring Development Phase II – Division of Tract 9 as recorded in Plat Book O Page#157 in the Hamblen County Register of Deeds Office.

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

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

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

Passed on first reading the 16th day of April 2024.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 7th day of May 2024

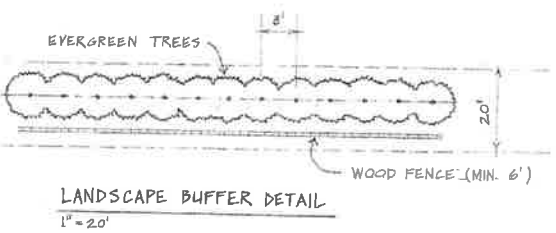
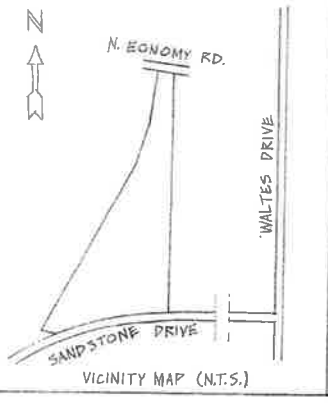
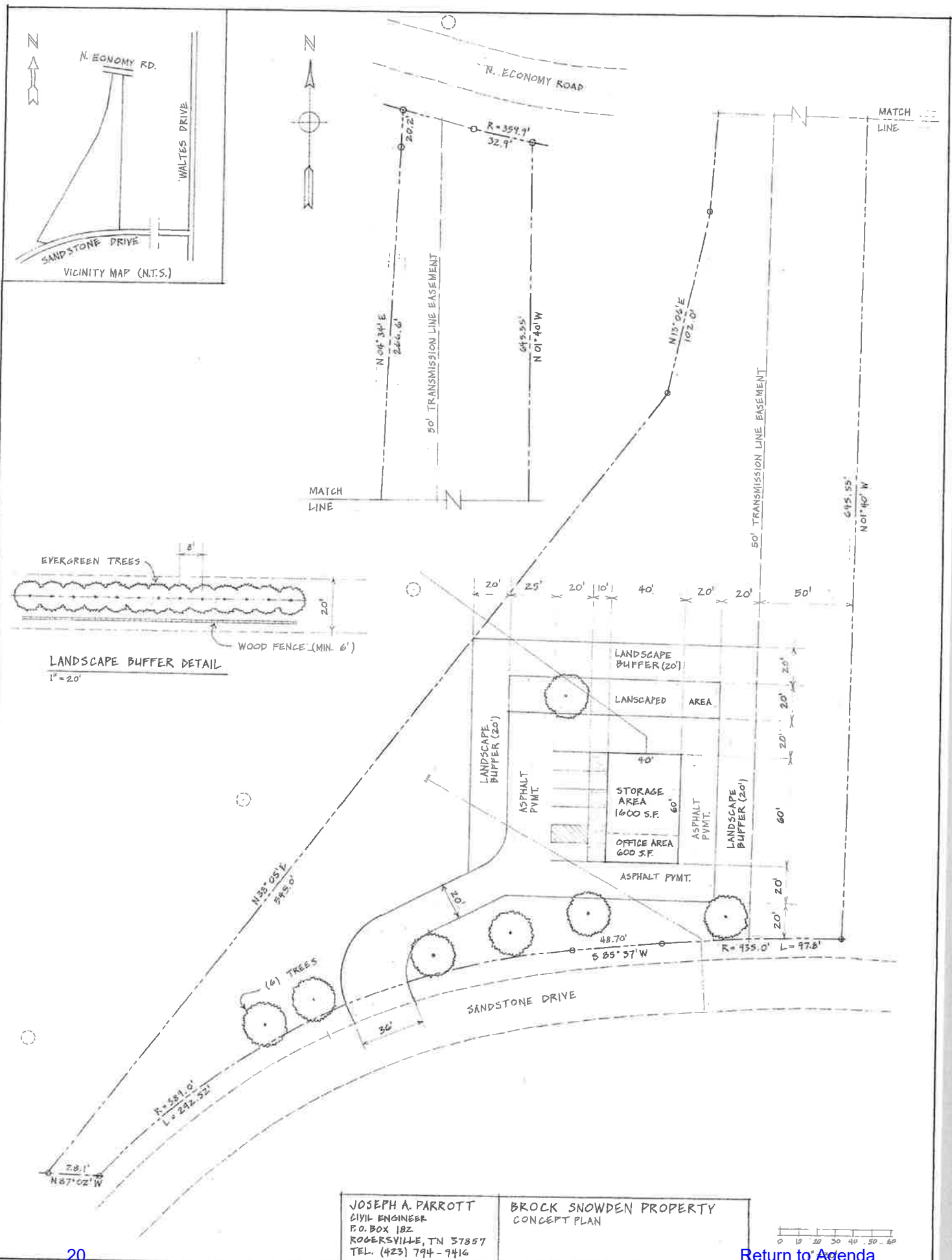
Mayor

ATTEST:

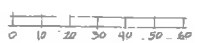
City Administrator

Exhibit A:





JOSEPH A. PARROTT CIVIL ENGINEER P.O. BOX 182 ROGERSVILLE, TN 37857 TEL. (423) 794-9416	BROCK SNOWDEN PROPERTY CONCEPT PLAN
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The City of Morristown

Community Development & Planning

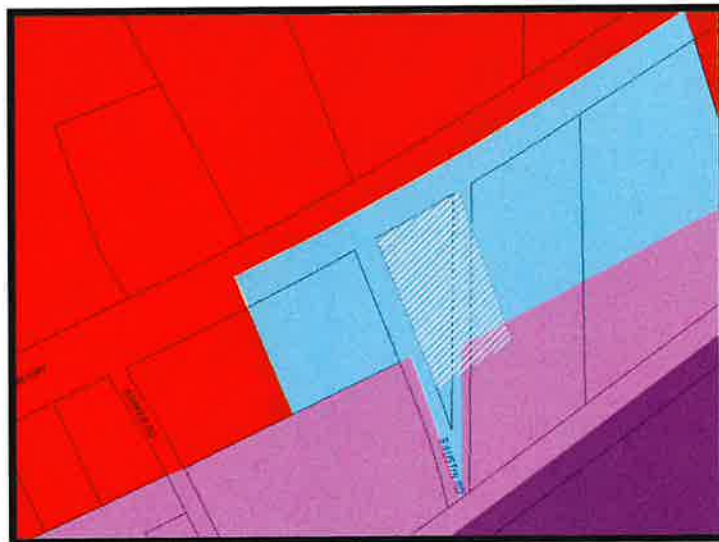


TO: Morristown City Council
FROM: Josh Cole, Senior Planner
DATE: April 16th, 2024
SUBJECT: Rezoning Request from OMP and LI to IB
S. Austin Drive and W. Andrew Johnson Highway

BACKGROUND:

Staff has received a request from the applicant, Express Oil Change and Tire Engineers, to rezone a 0.89 acre parcel at the southeastern intersection of S. Austin Road and W. Andrew Johnson Highway. This parcel is currently split zoned as it is zoned both OMP (Office, Medical, Professional District) and LI (Light Industrial District). The applicant is seeking to rezone it solely to Intermediate Business District in order to place an Express Oil Change and Tire Engineering business.

This property is currently vacant and has OMP zoning to the west with an office building, vacant OMP and LI to the east; however, most of the nearby properties along W. Andrew Johnson Highway is zoned Intermediate Business including the property to the north containing the St. Patrick Catholic Church.



RECOMMENDATION:

As noted above, most of the properties fronting W. Andrew Johnson Highway are zoned the Intermediate Business District with uses that fall in line with this district. Thus, staff believes that this district is appropriate at this location along this major corridor and Planning Commission voted 9-0 in support of this at their April monthly meeting.

ORDINANCE NO. _____,

ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B.

{Rezoning of Lot 1 of the Final Plat of Elliot Property as recorded in Plat Book P Page #3 in the Hamblen County Register of Deeds Office from OMP (Office Medical and Professional District) and LI (Light Industrial District) to IB (Intermediate Business District), the general location being shown on the attached exhibit A.}

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from OMP (Office Medical and Professional District) and LI (Light Industrial District) to IB (Intermediate Business District), the general location being shown on the attached exhibit A.}

BEING the entirety of Lot 1 of the Final Plat of Elliot Property as recorded in Plat Book P Page #3 in the Hamblen County Register of Deeds Office.

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

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

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

Passed on first reading the 16th day of April 2024.

Mayor

ATTEST:

City Administrator

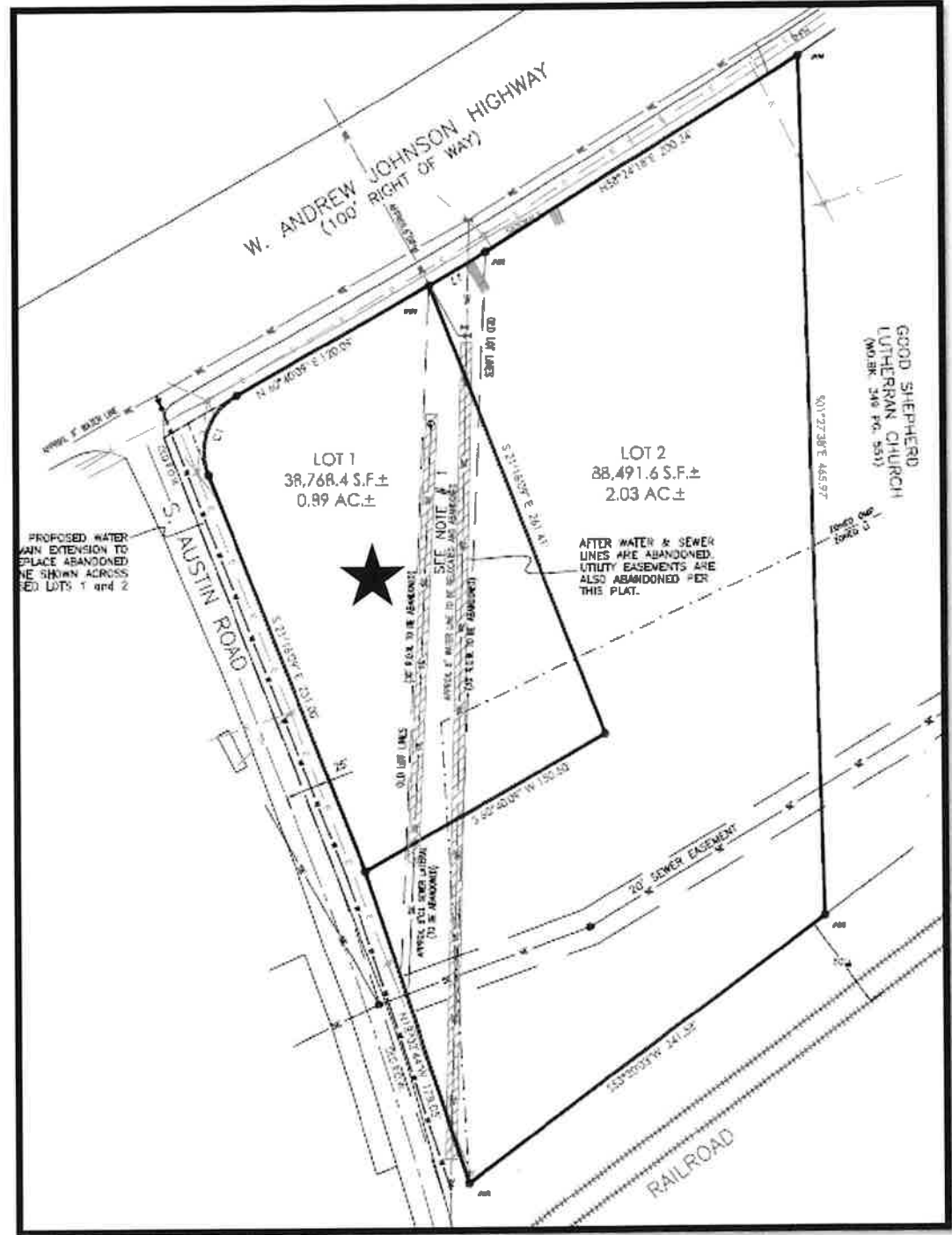
Passed on second and final reading the 7th day of May 2024

Mayor

ATTEST:

City Administrator

Exhibit A:



**TYPICAL SANITARY SEWER
EASEMENT DETAIL**

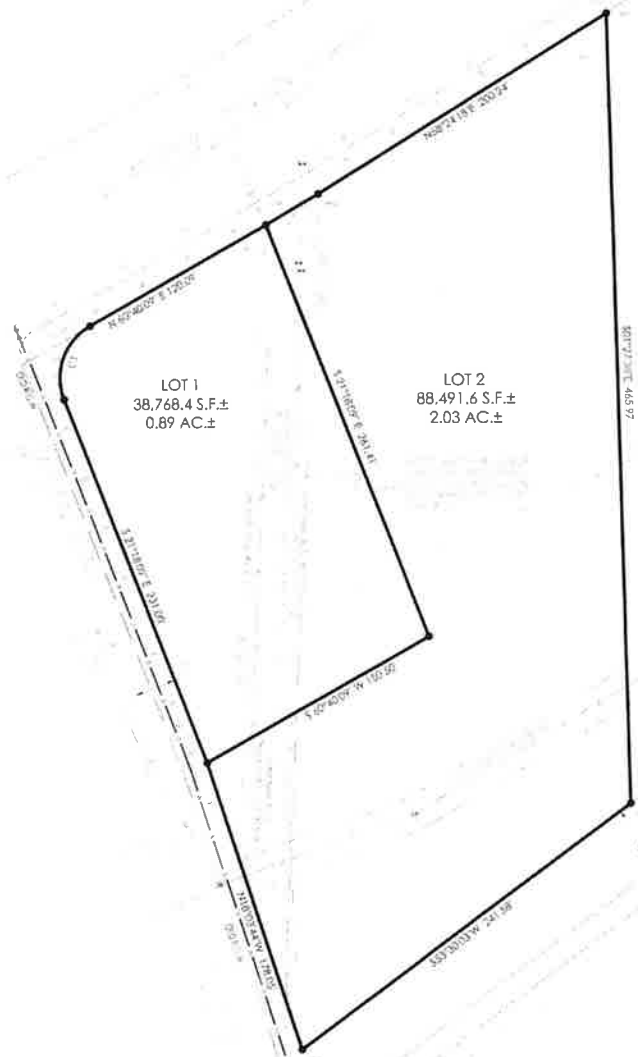
SANITARY SEWER EASEMENT NOTES

1. THERE IS A 20' PERMANENT SANITARY SEWER EASEMENT LOCATED 10' EACH SIDE OF THE SANITARY SEWER LINES UNLESS OTHERWISE NOTED
2. MORRISTOWN UTILITY COMMISSION SHALL, WHEN REASONABLE AND NECESSARY FOR THE PURPOSE OF INSPECTING, CONSTRUCTING AND REPAIRING SEWER LINES, HAVE THE RIGHT TO GO UPON LANDS OCCUPIED BY SEWER LINE.
3. THE ERECTION OF A SAID BUILDING, STRUCTURES OR OTHER OBSTRUCTIONS BY THE PROPERTY/LOT OWNER, OR THE PLANTING OF TREES BY THE PROPERTY/LOT OWNER WITHIN THE SEWER LINE EASEMENT WILL NOT BE PERMITTED. IN ADDITION NO OTHER UTILITY LINES, INCLUDING BUT NOT LIMITED TO ELECTRIC, GAS, TELEPHONE, CABLE, OR WATER LINES, CAN BE CONSTRUCTED WITHIN THE PERMANENT EASEMENT EXCEPT AFTER PRIOR WRITTEN APPROVAL BY THE M.U.C.

CURVE C1 RADIUS 35.00' ARC LENGTH 100.00' CHORD BEARING N 17° 41' 00" E DELTA ANGLE 91° 56' 00"



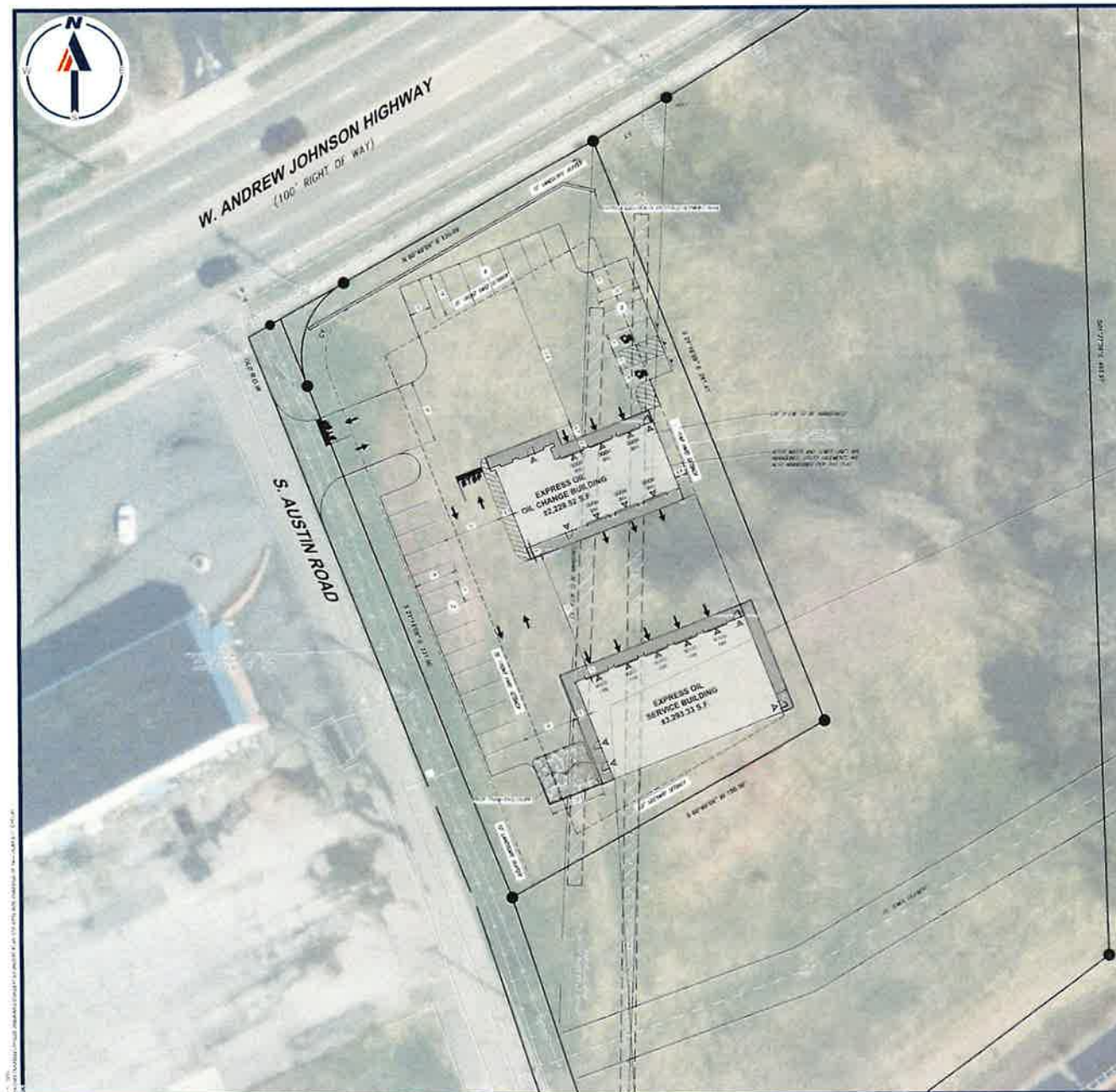
A.M. SURVEYING



LEGEND

- 1" = 100' (Survey Boundary)
- 1" = 100' (Property Line)
- 1" = 100' (Easement Line)
- 1" = 100' (Right of Way Line)
- 1" = 100' (Utility Line)
- 1" = 100' (Water Line)
- 1" = 100' (Gas Line)
- 1" = 100' (Electric Line)
- 1" = 100' (Cable Line)
- 1" = 100' (Telephone Line)
- 1" = 100' (Other Utility Line)





CONCEPT PLAN NOTES

1. THIS CONCEPT WAS PREPARED SPECIFICALLY AND SOLELY BASED UPON INFORMATION OBTAINED FROM THE PLANNING AND DESIGN DIVISIONS OF THE CITY OF NASHVILLE, TENNESSEE, AND THE NASHVILLE AREA REGIONAL COMMISSION, AND IS NOT TO BE USED FOR ANY OTHER PURPOSES.
2. THE CONCEPT PLAN IS BASED UPON THE ASSUMPTION THAT THE SITE IS ZONED FOR COMMERCIAL DEVELOPMENT AND THAT THE SITE IS NOT SUBJECT TO ANY OTHER REGULATORY REQUIREMENTS.
3. THE CONCEPT PLAN IS NOT A GUARANTEE OF ANY KIND AND IS NOT TO BE USED FOR ANY OTHER PURPOSES.
4. THE EXISTING CONCEPT PLAN IS BASED UPON INFORMATION THAT WAS PROVIDED TO THE ENGINEER AT THE TIME OF THE CONCEPT PLAN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES.
5. IT IS THE ENGINEER'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND TO OBTAIN ALL NECESSARY INFORMATION FROM THE CLIENT.

ZONING TABLE				
ITEM	CODE	PERMITTED	EXISTING	PROPOSED
EXPRESS OIL CHANGE BUILDING	12,228 SQ. FT.	YES	NO	YES
EXPRESS OIL SERVICE BUILDING	40,293 SQ. FT.	YES	NO	YES
EXPRESS OIL SERVICE BUILDING	40,293 SQ. FT.	YES	NO	YES
EXPRESS OIL SERVICE BUILDING	40,293 SQ. FT.	YES	NO	YES
EXPRESS OIL SERVICE BUILDING	40,293 SQ. FT.	YES	NO	YES
EXPRESS OIL SERVICE BUILDING	40,293 SQ. FT.	YES	NO	YES
EXPRESS OIL SERVICE BUILDING	40,293 SQ. FT.	YES	NO	YES
EXPRESS OIL SERVICE BUILDING	40,293 SQ. FT.	YES	NO	YES
EXPRESS OIL SERVICE BUILDING	40,293 SQ. FT.	YES	NO	YES
EXPRESS OIL SERVICE BUILDING	40,293 SQ. FT.	YES	NO	YES

PARKING REQUIREMENTS				
ITEM	CODE	PERMITTED	EXISTING	PROPOSED
EXPRESS OIL CHANGE BUILDING	12,228 SQ. FT.	YES	NO	YES
EXPRESS OIL SERVICE BUILDING	40,293 SQ. FT.	YES	NO	YES
EXPRESS OIL SERVICE BUILDING	40,293 SQ. FT.	YES	NO	YES
EXPRESS OIL SERVICE BUILDING	40,293 SQ. FT.	YES	NO	YES
EXPRESS OIL SERVICE BUILDING	40,293 SQ. FT.	YES	NO	YES
EXPRESS OIL SERVICE BUILDING	40,293 SQ. FT.	YES	NO	YES
EXPRESS OIL SERVICE BUILDING	40,293 SQ. FT.	YES	NO	YES
EXPRESS OIL SERVICE BUILDING	40,293 SQ. FT.	YES	NO	YES
EXPRESS OIL SERVICE BUILDING	40,293 SQ. FT.	YES	NO	YES
EXPRESS OIL SERVICE BUILDING	40,293 SQ. FT.	YES	NO	YES

BOHLER

811

FOR CONCEPT PURPOSES ONLY

CONCEPT PLAN 'E'

PROPOSED DEVELOPMENT

BOHLER

200 10TH AVENUE SOUTH SUITE 304 NASHVILLE, TENNESSEE 37203 Phone: (615) 252-4040 TNS@bohlereng.com

CPTE-01

ORG. DATE: 6/21/2024



Morristown City Council Agenda Item Summary

Date: April 16, 2024

Agenda Item: Acknowledge the award of a FY22 Department of Homeland Security State & Local Cybersecurity Grant for Endpoint protection licenses and certain backup computer hardware, and authorize the City Administrator to execute documents necessary to process the award.

Prepared By: Andrew Ellard

Subject: DHC Cybersecurity Grant Program

Background: Over the last year, the City has participated in surveying and inventorying done by the State of TN to assess the state of cybersecurity among TN cities and other government agencies. This grant is a product of that process.

Findings/Current Activity:

The two computers awarded will improve IT's capability to provide high-performance backups in the event of a cybersecurity attack that might otherwise impact our network or other devices. Likewise, the endpoint protection licenses are similar in nature to the endpoint protection that the city already uses. This portion of the award may allow us to provide the protection to additional devices or to adjust resources for use elsewhere.

Financial Impact:

The State has not provided a contract document as of yet, but it is anticipated that the award is 100% grant-funded. Before executing, staff will assess the nature of the end point licenses and any ongoing (year 2+ fees) that may be involved to confirm that it remains in the best interest of the City.

Action options/Recommendations:

Staff recommends approval.

Attachment: TN DFA Letter of award.

March 26, 2024

Subject: Fiscal Year 2022 DHS State and Local Cybersecurity Grant Program

Good afternoon City of Morristown,

Following your application, I am pleased to inform you that your organization has been awarded the following items through the United States Department of Homeland Security State and Local Cybersecurity Grant Program.

Managed Services	Requested Licenses	Awarded Licenses
End User Cybersecurity Awareness Training (InfoSec IQ)	0	0
Endpoint Detection and Response (CrowdStrike)	235	235

InfoSec IQ and CrowdStrike licensing shall be provided on behalf of the State and shall not be purchased by the awarded grantee. In lieu of direct funding, the Grantee shall utilize cybersecurity awareness training and Endpoint Detection and Response through the statewide managed service contract vendor solution. In the near future, you will receive an email from CyberSafeTN regarding the next steps for the installation of services and contract. The requested licensing may only be awarded once a signed contract between the State of Tennessee and your organization is executed.

Passthrough Allocation

#	Project Title	Funds Requested	Funds Awarded
1	Firewall Redundancy	\$14,767.00	\$0.00
2	Backup Computer Hardware	\$4,000.00	\$4,000.00
3			
4			

The SLGCP is a federal and state funded reimbursement grant awarded through the State of Tennessee. In the near future, you will receive an email from CyberSafeTN regarding the next steps and contract process. This award notice does not guarantee any grant funding or requested licensing will be provided. Grant funding and requested licensing may only be awarded once a signed contract between the State of Tennessee and your organization is executed.

If you have any questions or concerns regarding this correspondence and/or process, please contact CyberSafeTN@tn.gov



Morristown City Council Agenda Item Summary

Date: April 16, 2024

Agenda Item: Rescind prior approval of the bid for the Fire Station #1 Split System and reject all bids.

Prepared By: Jeanna Vanek

Subject: Split System

Background: The Council approved Russ Norton's bid on April 2, 2024.

Findings/Current Activity:

The City received two (2) responses for the bid. Since the last Council meeting, we have learned that both bidders do not have a commercial license to pull a permit for the split system, in the name they submitted the bid under.

Financial Impact:

No financial impact.

Action options/Recommendations:

Rescind and reject all bids.

Attachment: Bid tabulation

**Fire Station #1 Split System
BID TAB
April 2, 2024**

Vendor	80% Efficiency System (2)	96% Efficiency System (2)
Renner Electrical, Heating & Cooling Inc	\$12,718	\$15,589
Russ Norton*	\$13,900	\$15,200



Morristown City Council Agenda Item Summary

Date: April 16, 2024

Agenda Item: Approve Amendment No. 2 to the Work Authorization for Michael Baker International for the Land Acquisition Study & Acquisition project related to the Morristown Regional Airport.

Prepared By: Andrew Ellard

Subject: Airport Land Acquisition Study, Amend Work Authorization

Background: Prior work on this project involved appraisals and environmental assessments. We are amending the recommended property area to be purchased based on the likely future airport classification.

Findings/Current Activity:

Though the area anticipated for purchase will be reduced, due to the amount of time elapsed since the last appraisals, they will have to be fully reconsidered. There is also minor survey work and taxiway design associated with the change in an effort to make for a more agreeable acquisition.

Financial Impact:

This amendment adds \$29,700 to the existing work authorization, which will be 95% federal & state and 5% local match.

Action options/Recommendations:

Approve the Work Authorization.

Attachment: Amendment No 2 to Work Authorization Land Acquisition Study

LAND ACQUISITION STUDY – AMENDMENT #2

Date: 04/08/2024

TAD No. 32-555-0776-23 (land acquisition – study)
TAD No. 32-555-0177-23 (land acquisition – purchase)
(Project Identification No.)

It is agreed to undertake the following work amendment in accordance with the provisions of the Agreement between the **City of Morristown** (OWNER) and **Michael Baker International, Inc.** (ENGINEER) dated **December 31, 2017**.

Scope of Services LAND ACQUISITION STUDY:

OWNER in conjunction with the Tennessee Department of Transportation, Aeronautics Division, has requested land appraisals and environmental assessments to facilitate the purchase of approximately 2.87 Acres of land for a proposed parallel taxiway relocation. This project was previously revised via Amendment #1 in May of 2022. This is amendment #2 for this project.

Amendment #2 (April 2024):

As the concurrent ALP project has progressed, it has been decided that the taxiway will only be relocated to B-II separation (240' runway-taxiway centerline separation) instead of the originally anticipated C-II separation (300'). Due to this change, there will be a significant reduction in land acquisition required to meet the future grading needs of the relocated taxiway. The revised approximate take is 0.4 acres from just one property owner. Exact acreage will be determined by staking in the field. Therefore, this amendment is needed to adjust the scope of work of this project to align with the revised needs for land acquisition. Previous environmental coordination is assumed to be adequate for this amendment as it is resulting in a smaller take than originally planned.

SERVICES (Amendment #2)

ENGINEER shall coordinate with qualified subconsultants to update all land appraisal and review appraisal documents as a complete package and accepted by TAD and other regulatory agencies. To confirm the take necessary, schematic 2D/3D design will be completed on the relocated taxiway (to B-II separation) to confirm the property necessary to meet the needs of the relocated taxiway grading relative to FAA requirements. Site topographic survey, technical specifications, and stamped plans are excluded from this work. Deliverable will include two exhibits: a schematic geometry plan, and a preliminary grading plan with the proposed property acquisition limits. The revised acquisition limits will then be surveyed/staked in the field, and a new legal description(s) will be made. Due to age of most recent appraisals, appraisers require a new appraisal and appraisal review be performed. Afterwards, a new offer will be presented to the seller, and negotiations are included in this task.

This amendment includes all preparation work including drawings, reports, narratives, forms, and any other required work to complete the acquisition. A final summary report with findings and land valuations will be provided to the OWNER at project completion.

TIME OF PERFORMANCE:

See attached Schedule

*Compensation (Original):

ORIGINAL NOT TO EXCEED	\$ 84,464.00
------------------------	--------------

*Compensation (Amendment #1 – May 2022):

NOT TO EXCEED THROUGH AMENDMENT #1	\$ 136,164.00
------------------------------------	---------------

*Compensation (Amendment #2 – April 2024):

- | | |
|--|--------------|
| • Land Appraisal and Review Appraisal Updates | \$ 11,000.00 |
| • Field Survey and Legal Description Development | \$ 5,000.00 |
| • Project Administration and Taxiway Design | \$ 13,700.00 |

<u>TOTAL AMENDMENT #2 (Lump Sum)</u>	<u>\$ 29,700.00</u>
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<u>FINAL PROJECT TOTAL</u>	<u>\$ 165,864.00</u>
-----------------------------------	-----------------------------

Agreed as to Scope of Services, Time of Performance and Compensation:

OWNER:
CITY OF MORRISTOWN

ENGINEER:
MICHAEL BAKER INTERNATIONAL, INC.

Name Printed

Name Printed

Signature

Signature

Title

Title

Date

Date



Morristown City Council Agenda Item Summary

Date: April 16, 2024

Agenda Item: Approve a Change Order – Amendment No. 1 to the Contract for Irrigation System Installation at Frank Lorino Park with Oak View Landscaping & Lawn Care, increasing the cost by \$19,500.

Prepared By: Andrew Ellard

Subject: Frank Lorino Park Irrigation – Change Order #1

Background: The original quote from Oak View included reference to additional work and cost that would be necessary if the water pressure available at the site was not as was expected based on data previously provided.

Findings/Current Activity:

The contractor identified in the course work that the water pressure was insufficient for the project and has indicated it is necessary to install a booster pump.

Financial Impact:

The added cost is \$19,500. As with the entire project, the added cost will be paid from the 2023 bond proceeds. Even with this additional cost, this particular project is still within its original expected budget.

Action options/Recommendations:

Approve the Amendment/Change Order.

Attachment: Amendment No 1 to the Irrigation System Contract

IRRIGATION SYSTEM INSTALLATION & MAINTENANCE CONTRACT FIRST AMENDMENT

This Irrigation System Installation & Maintenance Contract – First Amendment is entered into this ____ day of _____ 2024, by and between **THE CITY OF MORRISTOWN, TENNESSEE** (“City”), a municipal corporation, and **OAK VIEW LANDSCAPING & LAWN CARE**, a sole proprietorship (“Contractor”).

WITNESSETH

Whereas, on or about February 23, 2024, the City and Contractor entered into an Irrigation System Installation & Maintenance Contract, and

Whereas, this Contract contemplated the installation of a booster pump, if required, but additionally stated that any changes to the compensation must be agreed upon between the parties and in writing, and

Whereas, the booster pump is required for the project and there are additional costs involved, therefore there is a change in the City’s compensation due Contractor.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Additional Compensation.** The compensation owed by the City to the Contractor shall be increased by nineteen thousand five hundred dollars (\$19,500.00), which includes the eleven thousand five hundred dollars (\$11,500.00) originally contemplated for the booster pump, plus the additional eight thousand dollars (\$8,000.00) to complete the installation. This is due to additional costs associated with the installation of the booster pump at Frank Lorino Park.
2. **Binding Effect.** This Contract shall be binding on the parties, effective on the date stated above. All other provisions of the original Contract, not modified herein, shall remain in full force and effect.

Witness the day and year first above written.

City of Morristown, Tennessee

Oak View Landscaping & Lawn Care

By: _____

By: _____



Morristown City Council Agenda Item Summary

Date: April 16, 2024

Agenda Item: Approve a Memorandum of Understanding between the City of Morristown and John Bell providing a donation of the right-of-way for a new alignment of Bellwood Road and contemplating construction of the same.

Prepared By: Andrew Ellard

Subject: Bellwood Road ROW Donation

Background: The City has considered and provided preliminary drawings of a newly aligned Bellwood Road that would extend from the railroad crossing south to connect with Veterans Parkway.

Findings/Current Activity:

This MOU contemplates the donation of necessary ROW, the short-term construction by the City of a section to access a proposed development now being considered for annexation, and eventual construction of the remainder within the next ten years.

Financial Impact:

There is no immediate financial impact. If approved, construction of the first section is still being assessed but is estimated to be between \$400,000 and \$600,000. Construction of the entire length of roadway could be \$5 million, but it is too early to accurately predict. However, the City recently advocated to have the roadway listed on the LAMTPO street classification in an effort to make it eligible for federal funding. While that process can take considerable time, it can potentially cover as much as 80% of the cost. Additionally, future developers may be enticed to seek financing incentives to aid in construction.

Action options/Recommendations:

Staff recommends approval.

Attachment: Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING

THIS **MEMORANDUM OF UNDERSTANDING** is entered into this _____ day of _____, 2024 by and between THE CITY OF MORRISTOWN, TENNESSEE, (“CITY”), and JOHN DURHAM BELL (“BELL”).

WHEREAS BELL has agreed to donate land to the CITY to be used as a public road and right of way; and

WHEREAS CITY has agreed that it will construct a portion of the road for ingress and egress to the northernmost section of property only, prior to the final completion of the entire length of proposed roadway; and

WHEREAS CITY has agreed that if it does not construct the road within the agreed upon time frame, the property BELL has donated on which construction has not commenced will revert back to BELL and/or his heirs at law.

NOW THEREFORE, in consideration of the above, the parties agree as follows:

WITNESSETH

1. BELL will transfer the property described in Exhibit A, attached hereto, to the CITY via Warranty Deed as a donation by BELL towards the construction of a public and CITY road.
2. CITY agrees to pursue funding for the construction of the road – either through its own resources or others. This road shall connect to the existing alignment of Bellwood Road at the railroad tracks to a point connecting to Veterans Parkway, serving as ingress and egress to properties adjoining as may be later developed when said road is constructed.
3. BELL and/or his heirs at law shall pursue annexation of all property to adjoin the new alignment of Bellwood Road prior to sale or redevelopment of any such section, and the CITY shall be under no obligation to construct any portion of the described roadway until said annexation is approved and effective.
4. Subject to CITY and Tennessee Department of Transportation (TDOT) requirements and approval, there shall only be permitted one access point onto Merchants Greene along the length between the railroad and Veterans Parkway, and that location to create an intersection with Durham Landing. This agreement does not contemplate the

funding for such access/road from Merchants Greene to Bellwood, and the City is not obligating itself to providing for such connection.

5. The CITY shall begin construction on a portion of the road for access to the northernmost section of property and development, if the development begins before the CITY has constructed the entire road. In coordination with the proposed project at the northernmost portion of property, the CITY shall complete at least a road base sufficient and necessary for access to said development at the northernmost portion of property, and said road section not to be required to exceed 600 feet in length for such immediate purpose.

6. The CITY is under no obligation to construct additional extension(s) to said roadway based on any other development plans by BELL or others, except that the CITY shall be obligated as stated herein to construct said road by July 1, 2034. The CITY reserves the right to contract or partner with others for the development of the road, including potential construction by developers.

7. In the event that the road is not constructed and completed by July 1, 2034, the property BELL has donated (Exhibit A) on which construction has not commenced shall revert back to BELL and/or his heirs at law. The requisite deed to complete this reversion shall be prepared by the CITY.

8. The parties have determined that this arrangement is beneficial to both parties and there shall be no monetary compensation paid to the other.

WITNESS our hands the day and year first above written.

CITY OF MORRISTOWN, TENNESSEE
BY: _____

JOHN DURHAM BELL



Morristown City Council Agenda Item Summary

Date: April 16, 2024

Agenda Item: Acknowledge application for additional funding for the FY 2024 Annual Airport Maintenance grant and authorize execution of all necessary grant documents to receive the award.

Prepared By: Andrew Ellard

Subject: Amendment to FY 2024 Annual Maintenance Grant

Background: Each year, Morristown Regional Airport receives \$15,000 from TDOT Aeronautics for general maintenance purposes. This year, TDOT notified that an additional \$5,000 is available to qualifying airports that have met certain spending thresholds.

Findings/Current Activity:

Morristown is eligible for this funding and we have submitted our request.

Financial Impact:

This award requires a 5% local match, which our current budget can support.

Action options/Recommendations:

Staff recommends approval.

Attachment: Grant application.

Application for Funding Assistance (State)	
1. APPLICANT INFORMATION:	
*a. Sponsor Name: City of Morristown	
*b. Airport Name: Moore-Murrell Field	
c. Name and contact information of person to be contacted on matters involving this application:	
Prefix: Mrs.	*First Name: Michele
Middle Name:	
*Last Name: Parvin	
Suffix:	
Title: City Accountant	
Organizational Affiliation: City of Morristown	
*Telephone Number: (423) 585-4610	
*Email: mparvin@mymorristown.com	
*2. Project Description: The purpose of this Grant is to provide additional funding for maintenance of the airport.	
*3. Explanation of Need: The State has determined that it has enough funding, this fiscal year, to provide airports with additional funds to help aid in maintaining the airport.	
Attach supporting documents as required under Application Forms	

4. Proposed Project Schedule:	
*a. Start Date: 07/01/2023	*b. End Date: 06/30/2024
5. Funding Requested (\$): 5,000.00	
*a. TOTAL: \$ 5,000.00	
<p>6. *By signing this application, I certify that the statements herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)</p> <p><input checked="" type="checkbox"/> I AGREE</p>	
Authorized Representative:	
Prefix: <u>Mr.</u>	*First Name: <u>Andrew</u>
Middle Name: _____	
*Last Name: <u>Ellard</u>	
Suffix: _____	
*Title: <u>City Administrator</u>	
*Telephone Number: <u>(423) 585-4603</u>	
* Email: <u>aellard@mymorristown.com</u>	
*Signature of Authorized Representative: 	*Date Signed: <u>3-25-24</u>



Morristown City Council Agenda Item Summary

Date: April 16, 2024

Agenda Item: Authorize the installation of certain public art on city-owned property as proposed to City Council on April 16, 2024, and authorize the City Administrator to execute agreement(s) necessary with the Rose Center or other parties to facilitate successful installation.

Prepared By: Andrew Ellard

Subject: Public Art Installation

Background: The Rose Center facilitated a collaborative process with local residents in 2023 who ultimately produced the proposed art installation now presented.

Findings/Current Activity:

n/a

Financial Impact:

The community group has utilized grant funding and community partnerships to bring the project to this point. The group has requested that the city contribute by forming and pouring concrete for a pad for the piece. Staff has determined that this financial impact is insignificant.

Action options/Recommendations:

Staff recommends approval.

Attachment: n/a.

INTERLOCAL AGREEMENT FOR NON-DISASTER RELATED AND/OR
RECURRING SHARING OF LAW ENFORCEMENT RESOURCES
by and between

Morristown Police Department & Claiborne County Sheriff's Department

WHEREAS, Tenn. Code Ann. §§ 6-54-307 and 12-9-101, et. seq. authorizes governmental entities in this State to enter into agreements for the sharing of law enforcement resources;¹ and

WHEREAS, the parties hereto have chosen to avail themselves of the authority conferred by the above-referenced statutes and have entered into a written agreement governing the non-disaster related and recurring sharing of law enforcement resources; and

WHEREAS, the law enforcement resources of both the Morristown Police Department and the Claiborne County Sheriff's Department are limited and necessitate cooperation of said agencies and utilization of all available resources; and

WHEREAS, in the judgment of the City of Morristown, this Interlocal Agreement is advantageous to and serves the public interest of the City of Morristown; and

WHEREAS, in the judgment of Claiborne County, this Interlocal Agreement is advantageous to and serves the public interest of the County.

THEREFORE, this agreement is entered into by and among the City of Morristown and County of Claiborne as of the 13 day of Feb, 2024, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties agree that the law enforcement resources available and needed for the requested response will be shared per this Agreement.
2. The parties will respond to calls for sharing of the above-listed resources upon request made by the senior law enforcement officer [or his/her designee] of the requesting law enforcement agency to the senior law enforcement officer or [his/her designee] of the responding agency.
3. Upon request for and received as provided for in paragraph 2, the senior law enforcement officer [or his/her designee] of the responding party² will authorize a response to the request.

¹ This Agreement does not cover the sharing of resources provided for under the Mutual Aid and Emergency and Disaster Assistance Act codified at Tenn. Code Ann. § 58-8-101, et. seq. The Mutual Aid and Emergency and Disaster Assistance Act governs the sharing of resources based upon an "imminent threat of an event or an actual event and its aftermath, whether natural or manmade, that could lead to substantial body injury or property damage **and** that could lead [or does lead to] the declaration of a state of emergency." *Id.* at § 58-8-102.

² The terms "responding party" and "requesting party" as used in this agreement refer to the referenced governmental entities and not the individual officer.

4. In cases where two or more requests for aid or assistance are made from differing jurisdictions at the same time, potentially making compliance with the requirements of this Agreement a burden on the responding party, the senior law enforcement officer [or his/her designee] of the responding party shall determine, based on a reasonable appraisal of the need for resources of the requesting jurisdiction, how best to respond to the request. The senior law enforcement officer [or his/her designee] of the responding party shall inform the requesting officer of the requesting party of such designation.

5. In the situations outlined in paragraph 4 above, where compliance with the duties of this Agreement is a burden on the responding party, the requesting party or parties will not expect full compliance with those duties but will expect a fair appraisal of the need for the requested resources.

6. When law enforcement personnel are acting pursuant to this Agreement, the jurisdictions authority, rights, privileges, and immunities, including coverage under the worker's compensation laws, which the personnel have in the responding law enforcement department shall be extended to and include any geographic area necessary as a result of the request when these personnel are acting within the scope of authority conferred by this Agreement.

7. The party requesting law enforcement resources shall in no way be deemed liable or responsible for the personal property of the members of the responding law enforcement department that may be lost, stolen or damaged while performing their duties in responding under the terms of this Agreement.

8. The party responding to the request for law enforcement resources under the terms of this Agreement assumes all liability and responsibility as between the parties for damage to its own apparatus and/or equipment. The party responding also assumes all liability and responsibility between the parties for any damage caused by its own apparatus and/or negligence of its personnel while en route to or returning from the scene which necessitated the request for law enforcement resources.

9. The party responding under the terms of this Agreement assumes no responsibility or liability for property damaged or destroyed or bodily injury caused or sustained at the scene which necessitated the request for law enforcement resources due to actions that are taken in responding under this Agreement. The liability and responsibility as between the parties shall rest solely with the party requesting resources and within whose jurisdiction the property exists, or the incident occurs.

10. No compensation will be paid by the parties for the law enforcement resources provided under this Agreement.

11. The respective parties agree that no claim for compensation will be made by either against the other for loss, damage or personal injury occurring in the consequence of sharing of law enforcement resources under this Agreement, and all such rights or claims are hereby expressly waived.

12. Officers of the City Police Department are authorized to investigate criminal offenses that occur outside the city limits but which are related to offenses occurring inside their respective city limits. It is further understood that when officers of the City Police Department conduct investigations or execute arrest warrants in the county outside of the city limits, that the officers shall notify the County Sheriff's Department and shall, if possible, obtain the assistance of an officer of the County Sheriff's Department.

13. It is further understood that officers of the City Police Department shall assist the County Sheriff's Department inside the city limits, upon request, in the investigation of criminal offenses occurring in the county outside the city limits. Such assistance shall include, but is not limited to, the gathering of evidence, the obtaining of blood samples for purposes of drug and alcohol analysis, and the interviewing of witnesses and suspects.

14. This Agreement shall continue indefinitely until terminated. This Agreement may be terminated upon 30 days' written notice of either party. No further obligation or liabilities shall be imposed upon the withdrawing party after termination.

15. This Agreement shall be valid only when the City Mayor, Chief of Police, County Mayor and Sheriff of the respective political jurisdictions execute it pursuant to the ordinance/resolution of each jurisdiction authorizing such officers/individuals to execute it.

16. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the governmental entity for whom they sign.

For the City of Morristown:

By: _____
City Mayor

By: _____
Chief of Police

For the County of Claiborne:

By: 
County Mayor

By: 
County Sheriff

INTERLOCAL AGREEMENT FOR NON-DISASTER RELATED AND/OR
RECURRING SHARING OF LAW ENFORCEMENT RESOURCES
by and between
Morristown Police Department & Greeneville Police Department.

WHEREAS, Tenn. Code Ann. §§ 6-54-307 and 12-9-101, et. seq. authorizes governmental entities in this State to enter into agreements for the sharing of law enforcement resources;¹ and

WHEREAS, the parties hereto have chosen to avail themselves of the authority conferred by the above-referenced statutes and have entered into a written agreement governing the non-disaster related and recurring sharing of law enforcement resources; and

WHEREAS, the law enforcement resources of both the Morristown City Police Department and the Greeneville City Police Department are limited and necessitate cooperation of said agencies and utilization of all available resources; and

WHEREAS, in the judgment of the City of Morristown, this Interlocal Agreement is advantageous to and serves the public interest of the City; and

WHEREAS, in the judgment of the City of Greeneville, this Interlocal Agreement is advantageous to and serves the public interest of the City.

THEREFORE, this agreement is entered into by and among the City of Morristown and the city of Greeneville as of the 27 day of 03, 2024, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties agree that the following law enforcement resources available and needed for the requested response will be shared per this Agreement.
2. The parties will respond to calls for sharing of the above-listed resources upon request made by the senior law enforcement officer [or his/her designee] of the requesting law enforcement agency to the senior law enforcement officer or [his/her designee] of the responding agency.
3. Upon request for and received as provided for in paragraph 1, the senior law enforcement officer [or his/her designee] of the responding party² will authorize a response to the request.

¹ This Agreement does not cover the sharing of resources provided for under the Mutual Aid and Emergency and Disaster Assistance Act codified at Tenn. Code Ann. § 58-8-101, et. seq. The Mutual Aid and Emergency and Disaster Assistance Act governs the sharing of resources based upon an "imminent threat of an event or an actual event and its aftermath, whether natural or manmade, that could lead to substantial body injury or property damage and that could lead [or does lead to] the declaration of a state of emergency." *Id.* at § 58-8-102.

² The terms "responding party" and "requesting party" as used in this agreement refer to the referenced governmental entities and not the individual officer.

4. In cases where two or more requests for aid or assistance are made from differing jurisdictions at the same time, potentially making compliance with the requirements of this Agreement a burden on the responding party, the senior law enforcement officer [or his/her designee] of the responding party shall determine, based on a reasonable appraisal of the need for resources of the requesting jurisdiction, how best to respond to the request. The senior law enforcement officer [or his/her designee] of the responding party shall inform each requesting party of such designation.

5. In the situations outlined in paragraph 4 above, where compliance with the duties of this Agreement is a burden on the responding party, the requesting party or parties will not expect full compliance with those duties but will expect a fair appraisal of the need for the requested resources.

6. When law enforcement personnel are acting pursuant to this Agreement, the jurisdictions authority, rights, privileges, and immunities, including coverage under the workers' compensation laws, which the personnel have in the responding law enforcement department shall be extended to and include any geographic area necessary as a result of the request when these personnel are acting within the scope of authority conferred by this Agreement.

7. The party requesting law enforcement resources shall in no way be deemed liable or responsible for the personal property of the members of the responding law enforcement department that may be lost, stolen, or damaged while performing their duties in responding under the terms of this Agreement.

8. The party responding to the request for law enforcement resources under the terms of this Agreement assumes all liability and responsibility as between the parties for damage to its own apparatus and/or equipment. The party responding also assumes all liability and responsibility between the parties for any damage caused by its own apparatus and/or negligence of its personnel while en route to or returning from the scene which necessitated the request for law enforcement resources.

9. The party responding under the terms of this Agreement assumes no responsibility or liability for property damaged or destroyed or bodily injury caused or sustained at the scene which necessitated the request for law enforcement resources due to actions that are taken in responding under this Agreement. The liability and responsibility as between the parties shall rest solely with the party requesting resources and within whose jurisdiction the property exists, or the incident occurs.

10. No compensation will be paid by the parties for the law enforcement resources provided under this Agreement.

11. The parties agree that no claim for compensation will be made by either against the other for loss, damage or personal injury occurring in the consequence of sharing of law enforcement resources under this Agreement, and all such rights or claims are hereby expressly waived.

12. It is further understood that officers of either City Police Department are authorized to conduct investigations in both cities for crimes occurring within their respective jurisdictions. Such investigations may include, but are not limited to, the gathering of evidence and the interviewing of witnesses and suspects. The said officers are authorized to arrest offenders upon probable cause for such offenses under investigation, if necessary, and to arrest such offenders or others upon probable cause for criminal offenses occurring in the officers' presence. It is further understood that when officers of either City Police Department conduct investigations or execute arrest warrants in the other jurisdiction, that the officers shall notify the other City Police Department and shall, if possible, obtain the assistance of an officer of the other Department.

13. This Agreement shall continue indefinitely until terminated. This Agreement may be terminated upon 30 days' written notice of either party. No further obligation or liabilities shall be imposed upon the withdrawing party after termination.

14. This Agreement shall be valid only when the City Mayor and Chief of Police of the respective political jurisdictions execute it pursuant to the ordinance/resolution of each jurisdiction authorizing such officers/individuals to execute it.

15. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the governmental entity for whom they sign.

For the City of _____:

By: _____

City Mayor

Manager

By: _____

Chief of Police

For the City of _____:

By: _____

INTERLOCAL AGREEMENT FOR NON-DISASTER RELATED AND/OR
RECURRING SHARING OF LAW ENFORCEMENT RESOURCES

by and between

Morristown Police Department & Jefferson County Sheriff's Department

WHEREAS, Tenn. Code Ann. §§ 6-54-307 and 12-9-101, et. seq. authorizes governmental entities in this State to enter into agreements for the sharing of law enforcement resources;¹ and

WHEREAS, the parties hereto have chosen to avail themselves of the authority conferred by the above-referenced statutes and have entered into a written agreement governing the non-disaster related and recurring sharing of law enforcement resources; and

WHEREAS, the law enforcement resources of both the Morristown Police Department and the Jefferson County Sheriff's Department are limited and necessitate cooperation of said agencies and utilization of all available resources; and

WHEREAS, in the judgment of the City of Morristown, this Interlocal Agreement is advantageous to and serves the public interest of the City of Morristown; and

WHEREAS, in the judgment of Jefferson County, this Interlocal Agreement is advantageous to and serves the public interest of the County.

THEREFORE, this agreement is entered into by and among the City of Morristown and County of Jefferson as of the 1 day of April, 2024, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties agree that the law enforcement resources available and needed for the requested response will be shared per this Agreement.
2. The parties will respond to calls for sharing of the above-listed resources upon request made by the senior law enforcement officer [or his/her designee] of the requesting law enforcement agency to the senior law enforcement officer or [his/her designee] of the responding agency.
3. Upon request for and received as provided for in paragraph 2, the senior law enforcement officer [or his/her designee] of the responding party² will authorize a response to the request.

¹ This Agreement does not cover the sharing of resources provided for under the Mutual Aid and Emergency and Disaster Assistance Act codified at Tenn. Code Ann. § 58-8-101, et. seq. The Mutual Aid and Emergency and Disaster Assistance Act governs the sharing of resources based upon an "imminent threat of an event or an actual event and its aftermath, whether natural or manmade, that could lead to substantial body injury or property damage **and** that could lead [or does lead to] the declaration of a state of emergency." *Id.* at § 58-8-102.

² The terms "responding party" and "requesting party" as used in this agreement refer to the referenced governmental entities and not the individual officer.

4. In cases where two or more requests for aid or assistance are made from differing jurisdictions at the same time, potentially making compliance with the requirements of this Agreement a burden on the responding party, the senior law enforcement officer [or his/her designee] of the responding party shall determine, based on a reasonable appraisal of the need for resources of the requesting jurisdiction, how best to respond to the request. The senior law enforcement officer [or his/her designee] of the responding party shall inform the requesting officer of the requesting party of such designation.

5. In the situations outlined in paragraph 4 above, where compliance with the duties of this Agreement is a burden on the responding party, the requesting party or parties will not expect full compliance with those duties but will expect a fair appraisal of the need for the requested resources.

6. When law enforcement personnel are acting pursuant to this Agreement, the jurisdictions authority, rights, privileges, and immunities, including coverage under the worker's compensation laws, which the personnel have in the responding law enforcement department shall be extended to and include any geographic area necessary as a result of the request when these personnel are acting within the scope of authority conferred by this Agreement.

7. The party requesting law enforcement resources shall in no way be deemed liable or responsible for the personal property of the members of the responding law enforcement department that may be lost, stolen or damaged while performing their duties in responding under the terms of this Agreement.

8. The party responding to the request for law enforcement resources under the terms of this Agreement assumes all liability and responsibility as between the parties for damage to its own apparatus and/or equipment. The party responding also assumes all liability and responsibility between the parties for any damage caused by its own apparatus and/or negligence of its personnel while en route to or returning from the scene which necessitated the request for law enforcement resources.

9. The party responding under the terms of this Agreement assumes no responsibility or liability for property damaged or destroyed or bodily injury caused or sustained at the scene which necessitated the request for law enforcement resources due to actions that are taken in responding under this Agreement. The liability and responsibility as between the parties shall rest solely with the party requesting resources and within whose jurisdiction the property exists, or the incident occurs.

10. No compensation will be paid by the parties for the law enforcement resources provided under this Agreement.

11. The respective parties agree that no claim for compensation will be made by either against the other for loss, damage or personal injury occurring in the consequence of sharing of law enforcement resources under this Agreement, and all such rights or claims are hereby expressly waived.

12. Officers of the City Police Department are authorized to investigate criminal offenses that occur outside the city limits but which are related to offenses occurring inside their respective city limits. It is further understood that when officers of the City Police Department conduct investigations or execute arrest warrants in the county outside of the city limits, that the officers shall notify the County Sheriff's Department and shall, if possible, obtain the assistance of an officer of the County Sheriff's Department.

13. It is further understood that officers of the City Police Department shall assist the County Sheriff's Department inside the city limits, upon request, in the investigation of criminal offenses occurring in the county outside the city limits. Such assistance shall include, but is not limited to, the gathering of evidence, the obtaining of blood samples for purposes of drug and alcohol analysis, and the interviewing of witnesses and suspects.

14. This Agreement shall continue indefinitely until terminated. This Agreement may be terminated upon 30 days' written notice of either party. No further obligation or liabilities shall be imposed upon the withdrawing party after termination.

15. This Agreement shall be valid only when the City Mayor, Chief of Police, County Mayor and Sheriff of the respective political jurisdictions execute it pursuant to the ordinance/resolution of each jurisdiction authorizing such officers/individuals to execute it.

16. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the governmental entity for whom they sign.

For the City of _____:

By: _____
City Mayor

By: _____
Chief of Police

For the County of Jefferson:

By: Mark Holtz
County Mayor

By: [Signature]
County Sheriff