

WORK SESSION AGENDA
February 20, 2024
4:00 p.m.

1. Agenda Review and Citizen Forum

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
February 20, 2024
5:00 p.m.

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Pastor John Paul Freitag, Morristown Police Dept. Senior 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. February 6, 2024

9. **OLD BUSINESS**

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

10. **NEW BUSINESS**

- 10-a. **Resolutions**

1. Resolution No. 2024-08
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. ____
Entitled an Ordinance to Close and Vacate Certain Rights-of-Ways within the City of Morristown. Portion of Railroad Avenue right-of-way just West of S. Jackson Street, the general location being shown on the attached Exhibit A.
{Public Hearing Date March 5, 2024}
2. Ordinance No. ____
Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of approximately 48 acres from R-1(Single Family Residential) to R-2 (Medium Density Residential), having Hamblen County Tax ID #041B A 01600 000, located between West Economy Road and Sandstone Drive, the general location being shown on the attached Exhibit A.
{Public Hearing Date March 5, 2024}
3. 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, 9, 10, 12, 14, 26, and 35 of the Morristown Municipal Code (Vehicular Repair/Tire Sales and Service).
{Public Hearing Date March 5, 2024}

11-c. Awarding of Bids/Contracts

1. Approval of an employment contract with Andrew Ellard to serve as City Administrator.
2. Approve purchase of turnout gear for the Fire Department from Municipal Emergency Services – 3 Turnout Coats & 3 Turnout Pants via cooperative purchase agreement in the amount of \$10,632.
3. Authorize the purchase of ammunition from Gulf States Distributors per the Police Department request in the amount of \$13,466.78 via Tennessee Statewide Contract #331/75506.
4. Approval of Easement Acquisitions for the E. Morris Project – C. T. Thompson Heirs \$3,075.00; Larry Mangum \$9,999.00; J. E. Hampton \$4,900.00 and Be Van Pham Et Al \$1,725.00.
5. Approval of Inspection and Maintenance Agreement (I&M) with H&S Real Estate, LLC for property located at 6232 W. Andrew Johnson Highway (UT Regional Health Center) Morristown, Tennessee.
6. Authorize the purchase of property at Cherokee Drive (Map 033C, Group A, Parcel 014.01) pursuant to the attached purchase and sale agreement and subject to satisfactory due diligence.

10-d. Board/Commission Appointments

1. Mayor's appointment/re-appointment to the Morristown Regional Planning Commission for a four (4) year term to expire March 1, 2028. Term expiring Alpha Alexander.
2. Council appointment to the Morristown/Hamblen County Solid Waste System to fill the unexpired term of Keith Jackson; term expiring October 17, 2025.

10-e. New Issues

11. CITY ADMINISTRATOR'S REPORT

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

WORK SESSION February 20, 2024

1. Disc Golf Course Report

City Council Meeting/Holiday Schedule.

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
April 2, 2024	Tuesday	3:30 p.m.	Finance Committee Meeting
April 2, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
April 2, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
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 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

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
February 06, 2024
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, February 6, 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.

Reverend Don Lamb, Morristown Fire Department Chaplain led in the invocation. Councilmember Al A'Hearn led the "Pledge of Allegiance".

Councilmember A'Hearn made a motion to adopt the February 6, 2024, 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 spoke.

Councilmember A'Hearn made a motion to approve the January 2, 2024, minutes as circulated. Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Garrett made a motion to approve Resolution No. 2024-03. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Resolution No. 2024-03

A Resolution of the Council of the City of Morristown, Tennessee directing payment of Electric Tax Equivalent.

Councilmember Bivens made a motion to approve Resolution No. 2024-04. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Resolution No. 2024-04

A Resolution of the Council of the City of Morristown, Tennessee directing payment of Wastewater Tax Equivalent.

Councilmember A'Hearn made a motion to approve Resolution No. 2024-05. Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

Resolution No. 2024-05

A Resolution of the City Council of the City of Morristown, Tennessee authorizing application for the 2024 HOME Grant with the Tennessee Housing Development Agency.

Councilmember K. Senter made a motion to approve Resolution No. 2024-06. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Resolution No. 2024-06

A Resolution of the City Council of Morristown, Tennessee Adjusting Sick Leave Balances for Shift Fire Personnel.

Councilmember A’Hearn made a motion to approve Resolution No. 2024-07. Councilmember Garrett seconded the motion. Councilmember K. Senter made a motion to amend the original motion and insert into the Resolution that the {employment agreement is to be reviewed “and approved” by the City Council}. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”. Mayor Chesney called for a vote of the original motion as amended and upon roll call; all voted “aye”.

Resolution No. 2024-07

A Resolution of the City of Morristown, Tennessee to allow Mayor Chesney to negotiate an employment agreement with Andrew Ellard to fill the position of City Administrator.

Councilmember K. Senter made a motion to declare miscellaneous office furniture, items and equipment as surplus. Councilmember J. Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to acknowledge receipt of bids from pre-qualified general contractors for the construction of the new Fire Station No. 3 project on Thompson Creek Road, and award the project to McSpadden, Inc. based on their bid of \$5,499,228 including alternate No.1. Councilmember J. Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to authorize the repair to Fire Truck Unit #52 in the amount of \$10,189.84. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to approve the Professional Service Agreement with Lose Design for the design and construction administration services for a storage building for the Police Department and an open storage building for Public Works. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to acknowledge receipt of bids for the Command Post Mobile Trailer, accept the bid from Smokey Mountain Trailer Outlet as the best and lowest bid, and authorize a one-time purchase totaling with freight \$71,150. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember K. Senter made a motion to acknowledge the receipt of two (2) eligible responses to the Request for Proposals for the Police Alarm System, accept the

proposal from Trimble Security Integrations as the best proposal, total for equipment and installation \$29,995.93. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to authorize the purchase of twenty-nine (29) protective gas masks and necessary accessories for the Police Department via a cooperative purchasing agreement. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember K. Senter made a motion to authorize the City Administrator to negotiate and execute Façade Improvement Awards to the recommended property owners/applicants. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember K. Senter made a motion to acknowledge receipt of proposals and authorize the City Administrator to enter into a contract for Professional Services with Tennessee’s Community Assistance Corporation (TCAC) for HOME grant administration. Councilmember J. Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to approve an amendment to the ground lease with Minor’s Marine, Incorporated (dated February 17, 2004) to allow for the early termination of the same. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the proposal from Michael Baker International for a Phase I Environment Site Assessment/Optional Desktop Research for the Central Church Road/Pilot Oil #295 in the amount of \$10,322. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember K. Senter made a motion to acknowledge receipt of bids for the Demolition of 112 W. 2nd North Street Property, accept the bid from Demolition Environmental Companies, LLC as the best and lowest bid. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the Sponsorship Agreement between the City of Morristown and Dick’s Sporting Goods for the Parks and Recreation Department. Councilmember J. Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to acknowledge the receipt of two (2) eligible responses to the Request for Proposals for the Lorino Park Irrigation, accepting the proposal from Oak View Landscaping and Lawn Care as the best proposal. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember A'Hearn made a motion to authorize the purchase of a portion of property at 750 Thompson Creek Rd (Parcel 034 022.00) pursuant to the attached purchase and sale agreement and subject to satisfactory due diligence. Councilmember Garrett seconded the motion and upon roll call; Mayor Chesney and Councilmembers A'Hearn, Bivens, Garrett and J. Senter voted "aye". Councilmember K. Senter voted "no". Councilmember Pedigo "Abstained".

Councilmember K. Senter made a motion to approve the Inspection and Maintenance Agreement (I&M) with O&A Properties, LLC for property located at 4374 Erica Greene Circle (Huey Magoo's) Morristown, Tennessee. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to authorize The Sports Facilities Companies, the operator of the Morristown Landing, to enter into a Sponsorship Agreement with Morristown-Hamblen Healthcare System for Athletic Trainer Services. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Mayor Chesney appointed Tim Coley to the Tennessee Valley Housing Services Board (formerly Morristown-Hamblen Housing Authority) for a five-year term to expire February 15, 2029.

Mayor Chesney reappointed John Wallace to the Morristown Regional Planning Commission for a four (4) year term to expire March 1, 2028.

Councilmember A'Hearn made a motion to hire James Buck as an Entry Level Firefighter, Morristown Fire Department. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

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

Mayor Gary Chesney adjourned the February 6, 2024, Morristown City Council meeting at 5:44 p.m.

Mayor

Attest:

City Administrator

RESOLUTION NO. 2023-08

**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 certain amendments pertaining to the Fire Department are hereby adopted by replacing the handbook in its entirety with the version now presented to the City Council, changes which shall become effective February 25, 2024, except that changes relative to Section III and V.3 shall first apply to fire shift “A” personnel on March 10, 2024 and to fire shift “C” personnel on March 24, 2024.

Passed this 20th day of February 2024.

Mayor

ATTEST:

City Administrator, Anthony Cox

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 2814-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). except that police and fire shift personnel holiday

pay calculation is addressed by Section V.2.B., herein. In other words, holidays are considered as time worked. Holidays are listed under Benefits (Section V.-1.A.)

- (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.
- (3) Shift fire personnel called back for work outside of their assigned/scheduled shift will be paid at 1.5 times their straight time rate if they are not already in an overtime situation. The same policy shall apply for situations in which shift fire personnel are "forced over" to cover another shift or any part thereof.

F. Fire Department Special Teams

- (2) Shift fire personnel engaged in special teams training activities outside of their normal assigned/scheduled shift will be paid at 1.5 times their straight time rate if they are not already in an overtime situation.

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.

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 <u>Thanksgiving</u>	Fourth Friday in November following
(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 <u>192</u> hours
At least 5 years, but less than 10	144 <u>216</u> hours
At least 10 years, but less than 15	180 <u>252</u> hours
At least 15 years, but less than 20	216 <u>288</u> hours
At least 20 years and up	252 <u>324</u> hours

Note: As of March 10, 2024, 72 hours (equivalent of 3 shifts) were added to annual leave accrual in an effort to establish as policy the creation of "Kelly" days or mental health days, which may be managed as deemed necessary by the Fire Chief.

- (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).

~~(3)~~(4) Shift fire personnel may elect to add up to ten (10) hours of their annual leave to pay periods in which their normal schedule includes only four (4) shifts. The frequency with which this election is updated may be limited as needed to effectively manage the payroll process.

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.

- (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. TCRS service credit for retirement is calculated by dividing the number of accrued sick leave hours by 160. This arrives at the number of months (which is comparable to 20 8-hour days per month) for service credit. TCRS only permits whole months to be considered and does not account for partial months. This calculation is applied regardless of the work/shift schedule one works during the course of employment. The calculation is based on the TCRS procedure in place as of February 2024 and is subject to change should TCRS policy/procedure change.

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.

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 14-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), except that police and fire shift personnel holiday

pay calculation is addressed by Section V.2.B., herein. In other words, holidays are considered as time worked. Holidays are listed under Benefits (Section V.1.A.)

- (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.
- (3) Shift fire personnel called back for work outside of their assigned/scheduled shift will be paid at 1.5 times their straight time rate if they are not already in an overtime situation. The same policy shall apply for situations in which shift fire personnel are “forced over” to cover another shift or any part thereof.

F. Fire Department Special Teams

Shift fire personnel engaged in special teams training activities outside of their normal assigned/scheduled shift will be paid at 1.5 times their straight time rate if they are not already in an overtime situation.

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:

1st Level- Participant will complete within 10 minutes and 20 seconds and will be awarded 12 hours compensatory time.

2nd Level- Participant will complete the test, necessary to maintain employment.

3rd 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	Friday following Thanksgiving
(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	192 hours
At least 5 years, but less than 10	216 hours
At least 10 years, but less than 15	252 hours
At least 15 years, but less than 20	288 hours
At least 20 years and up	324 hours

Note: As of March 10, 2024, 72 hours (equivalent of 3 shifts) were added to annual leave accrual in an effort to establish as policy the creation of “Kelly” days or mental health days, which may be managed as deemed necessary by the Fire Chief.

- (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) Shift fire personnel may elect to add up to ten (10) hours of their annual leave to pay periods in which their normal schedule includes only four (4) shifts. The frequency with which this election is updated may be limited as needed to effectively manage the payroll process.

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) TCRS service credit for retirement is calculated by dividing the number of accrued sick leave hours by 160. This arrives at the number of months (which is comparable to 20 8-hour days per month) for service credit. TCRS only permits whole months to be considered and does not account for partial months. This calculation is applied regardless of the work/shift schedule one works during the course of employment. The calculation is based

on the TCRS procedure in place as of February 2024 and is subject to change should TCRS policy/procedure change.

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 and 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: Morristown City Council
FROM: Josh Cole, Senior Planner
DATE: February 20th, 2024
SUBJECT: Right-of-Way Closure Request
A Portion of Railroad Avenue

BACKGROUND:

Staff has received a request from First Baptist Church Morristown to close a portion of the Railroad Avenue right-of-way (ROW). Per the applicant, they are requesting to close this portion to construct a new building that encroaches upon this ROW.



Currently, Railroad Avenue stretches from S. Jackson Street to W. Main Street. The requested closure is approximately 200' in length and a prior subdivision plat indicates that this right-of-way is 30' in width. First Baptist Church owns both properties adjacent to this portion right-of-way, thus, if it is to be closed, the entirety of it will be platted and deeded over to the church.

RECOMMENDATION:

Even though this is technically a public street, it appears that its only current purpose is as a travel aisle for the adjacent parking lots. Staff does not object to this closure and Planning Commission voted in support of this request at their February (2024) meeting.

ORDINANCE NO. _____

ENTITLED AN ORDINANCE TO CLOSE AND VACATE CERTAIN
RIGHTS-OF-WAYS WITHIN THE CITY OF MORRISTOWN
*{Portion of Railroad Avenue right-of-way just west of S. Jackson Street, the
general location being shown on the attached Exhibit A}*

Section I. WHEREAS, the City Council of the City of Morristown has
the power to, when expedient, close, vacate and abandon rights-of-way within
the municipality; and

WHEREAS, the following action is deemed to be in the best interest of
the municipality;

NOW THEREFORE:

Section II. BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF MORRISTOWN that the following right-of-way is hereby closed,
vacated and abandoned:

*BEGINNING at the point of intersection of the western boundary of the S. Jackson
Street right-of-way, the northly boundary of the Railroad Avenue right-of-way, and
Parcel 013.00 of Hamblen County Tax Map 033M Group J; Thence heading in a
southwesterly direction along the northern boundary of Railroad Avenue 200' in
length; Thence heading in a southeasterly direction across the Railroad Avenue right-
of-way to the southern boundary of said right-of-way and Parcel 014.00 of Hamblen
County Tax Map 033M Group J; Thence heading in a northeasterly direction along
the southern boundary of Railroad Avenue right-of-way to the point of intersection of
said right-of-way, the western boundary of S. Jackson Street right-of-way, and Parcel
014.00 of Hamblen County Tax Map 033M Group J; Thence heading a northwesterly
direction along the common boundary shared by the Railroad Avenue right-of-way
and the S. Jackson Street right-of-way to the point of beginning.*

Section III. BE IT FURTHER ORDAINED that all ordinances or parts of
ordinances in conflict herewith be, and the same are, hereby repealed.

Section IV. BE IT FURTHER ORDAINED that this ordinance takes effect from
and after its passage, the public welfare requiring it.

Passed on first reading the 20th day of February 2024.

Mayor

ATTEST:

City Administrator

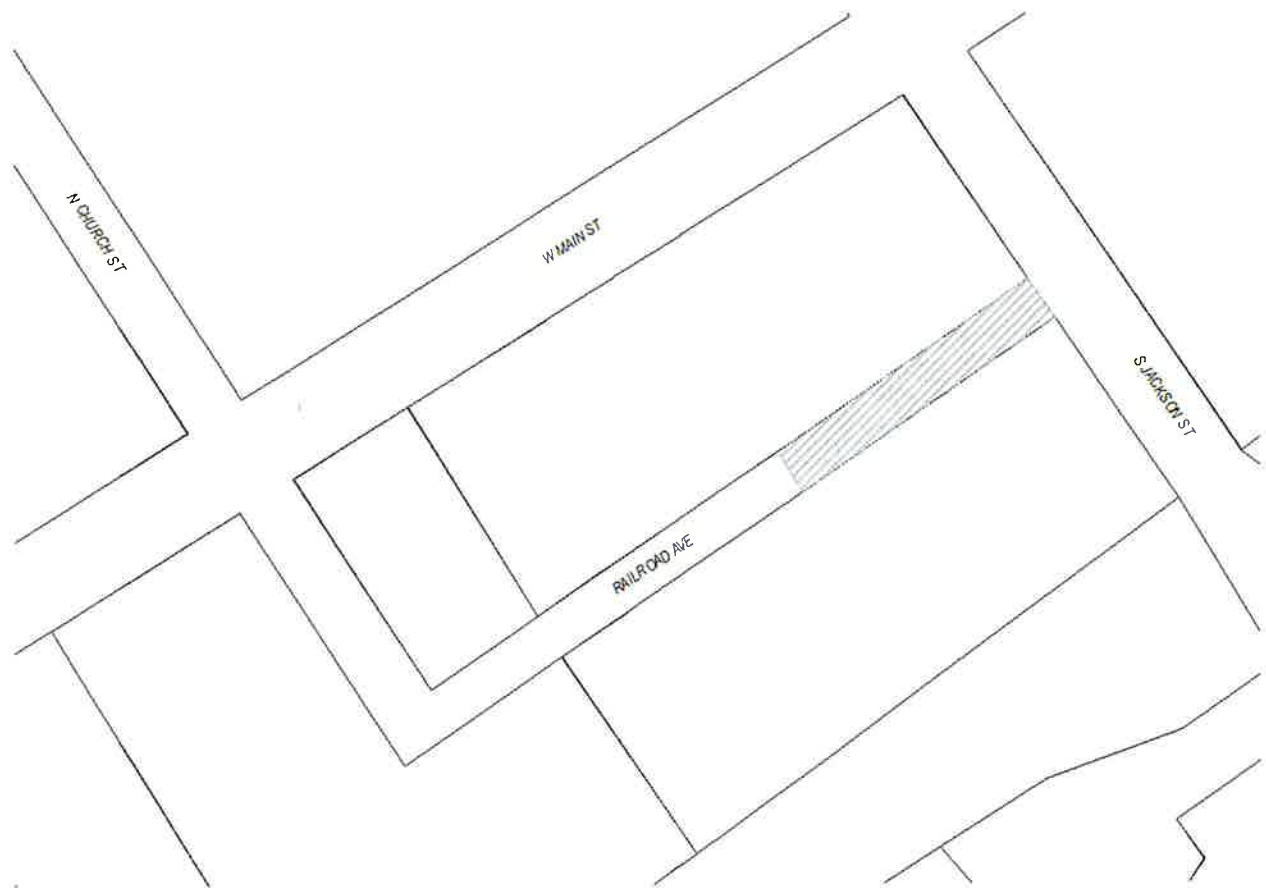
Passed on second and final reading this the 5th day of March 2024.

Mayor

ATTEST:

City Administrator

Exhibit A:





December 18, 2023

Mr. Steve Neilson, AICP
Development Director
City of Morristown
100 West First North St
Morristown, TN 37814

RE: Railroad Street

Mr. Neilson

First Baptist Church of Morristown (FBC) has begun the process a 10-year planning proposal for our ministries and facilities. One possible objective of our plan has been the consideration of constructing of a Family Life Activity Center. As you are aware, FBC is land locked in expansion and parking areas. We have reviewed our campus and one area for expansion is south of Main Street below our parking areas and the existing Youth Center Building along Railroad Street. I have included two photos of this area. Highlighted in red is the area we are considering for construction. The construction of The Family Life Center within the highlighted area would require the demolition of two existing buildings. A restriction to this expansion is Railroad Street. As shown by the two photos you can see Railroad Street separates our parking and facilities area. We are unsure of the purpose of this street other than it just "has always been there and continues to be."

The attached documents show the proposed construction area. The area outlined in red would be considered for the construction of the new facility. Railroad Street is highlighted in orange and outlined in blue. The area outlined in blue would be the section of Railroad Street that would remain in place if the closure of Railroad Street is allowed. The section of Railroad Street highlighted in orange would be the section of Railroad Street that would be eliminated.

First Baptist Church of Morristown would like to request of the City of Morristown to consider the changes to Railroad Street as outlined and highlighted in the photos and as described above.

Thank you for your consideration.

Brent S. Mayes
Executive Pastor
First Baptist Church Morristown





The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Lori Matthews, Senior Planner
DATE: February 20th, 2024
REQUEST: Rezoning Request

SUBMITTAL:

Property owner MDB Holdings is asking for their property, located between West Economy Road and Sandstone Drive, to be rezoned from its existing designation of R-1 (Single Family Residential) to R-2 (Medium Density Residential). The applicant is seeking to develop the property into single-family residential housing.

The 48-acre site is bounded on three sides by commercial zoning and uses, to include Food City, Forenta and WCRK radio. Country Club Estates, a single-family residential subdivision built in the early 1970's adjoins the site to the north and is zoned R-1 (Single-Family Residential). Currently the property is vacant and used for farmland.

Staff views smaller sized single-family lots (than those which exist under the City's R-1 zoning designation) as the best possible infill and good transition between zoning designations for this property.

RECOMMENDATION:

The Planning Commission at their February 13th meeting voted unanimously to forward this rezoning request on to City Council for approval.



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

{Rezoning of approximately 48 acres, having Hamblen County Tax ID # 041B A 01600 000,
located between West Economy Road and Sandstone Drive, 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 R-1 (Single Family Residential) to R-2 (Medium Density Residential);

Hamblen County Tax Parcel ID's # 041B A 01600 000 as shown on Exhibit A;

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be
changed so as to effect the amendment as herein provided, to the extent that the area herein above
described shall be permitted to be used for Medium Density Residential (R-2) purposes 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 this 20th day of February, 2024.

Mayor

ATTEST:

City Administrator

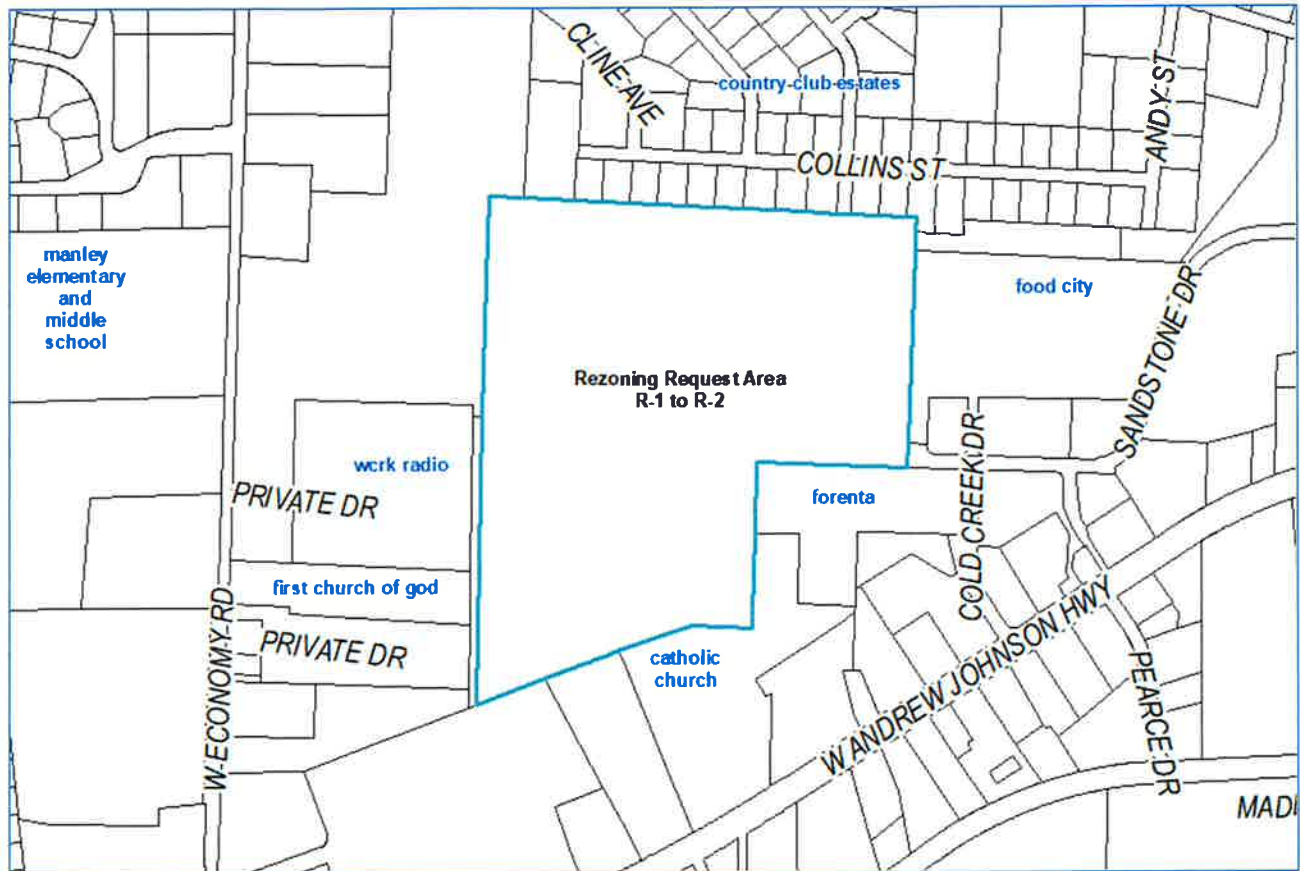
Passed on second and final reading this 5th day of March, 2024.

Mayor

ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning



TO: City Council
FROM: Lori Matthews
DATE: February 20th 2024
REQUEST: Zoning Ordinance - Text Amendments
Vehicular Repair / Tire Sales & Service

City Staff along with the City's Community Appearance Committee are proposing changes to the City's Zoning Ordinance with regard to automotive repair businesses. Auto repair shops have seemingly been on the increase in recent years. Unfortunately, many of these service-oriented businesses have failed to keep their property up which has led to complaints being submitted. Vehicles being serviced outdoors creates excessive noise and/or noxious fumes for neighboring properties. Storage of miscellaneous car parts outside encroaches into customer parking, emergency access and loading zones. Clarifying zoning regulations will also help our City's Code Enforcement Department with their enforcement duties. These are just a few examples of why Staff feels these changes need to be made. Research into regulations adopted by other municipalities found many of their codes to be much more stringent and, there were some which were less so. Staff has tried reach a realistic 'happy medium' with the changes being proposed as follows.

Some of the suggested changes are aimed at quick service activities, such as oil changes, while some include more intensive services such as engine and collision repair. Current zoning regulations do not differ between these various repair categories. Because of this, there are several businesses in the City which appear blighted due to properties being overrun with tires and/or transmissions. It is our hope that the changes being requested will curtail some of the sub-par appearances of future vehicle repair facilities.

The biggest changes to Zoning will include redefining the different categories of automobile repair and will break this land use down as follows:

TIRE SALES AND SERVICE: An establishment which sells vehicle tires and provides a range of minor, routine tire- specific services including but not limited to mounting, balancing, rotating, flat repair etc.
(To be allowed within Intermediate Business zones exclusively as a Use on Review)

VEHICLE: Any machine propelled or towed by power other than human power, designed to travel along the ground by the use of wheels, treads, self-laying tracks, runners, slides or skids, including but not limited to automobiles, trucks, motorcycles, motor scooters, go-carts, campers, golf carts, recreational vehicles, motorized watercraft not on a trailer, tractors, trailers, tractor-trailers, buggies, wagons, and earth-moving equipment, and any part of the same.

VEHICLE REPAIR FACILITIES: An establishment engaged in major repair and maintenance services for vehicles including but not limited to passenger cars, trucks, vans, trailers, motorcycles, and watercraft. Services are performed indoors and are typically non-routine such as body work, collision repair, repair or replacement of major parts or systems, painting, or customization.
(To be allowed within Intermediate Business (IB), Heavy Industry (HI) and Light Industry (LI) exclusively as a Use on Review)

VEHICLE SALES: An establishment which sells used and new vehicles including but not limited to passenger cars, trucks, vans, trailers, motorcycles, and watercraft.

VEHICLE SERVICE FACILITIES: An establishment providing a range of minor, routine maintenance for vehicles including but not limited to passenger cars, trucks, vans, trailers, motorcycles and watercraft. Services are performed indoors and include oil changes, lubrication, fluid replacement, and other quick service activities.
(To be allowed within Intermediate Business (IB), Local Business (LB) and Planned Commercial Districts exclusively)

VEHICLE TOWING SERVICE: means the transporting and temporary storage (less than 90 days) of wrecked or inoperative automobiles, trucks or other vehicles. This use does not include the disassembly or sale of such vehicles or parts of same.
(To be allowed within Heavy Industry (HI) and Light Industry (LI) exclusively as a Use on Review)

VEHICLE SALVAGE AND WRECKING YARD: means the storage and sale of inoperable and wrecked automobiles and trucks. This use also includes the disassembly of such vehicles into component parts and the sale of such parts.

Both *vehicle repair facilities* and *tire sales and services* will require certain conditions be met along with Board of Zoning Appeal approval for both the use itself and site plan. The applicant's property, as always, will also be required to meet all other applicable Zoning, Building and Fire Safety Codes as well.

Below are the proposed new conditions for both land uses:

Vehicle Repair.

A site plan shall be submitted to meet requirements as put forth in Section 14-1903: and

- a. The vehicular storage area shall be screened from any residential zoning district or residential use. Screening shall be a minimum of (6) six-feet from grade and shall be clearly marked and defined on site plan. All screening shall be neutral in color and blend in with adjoining properties.
- b. Vehicles may not be stored outdoors on the lot for more than (90) ninety days which will include that storage occurring while the vehicle is under repair and once the repair is complete.
- c. All motor vehicle repairs shall take place inside the repair shop building. No repair work may be done unless indoors.
- d. Storage of auto parts and supplies will be within a structure, away from public view and access.
- e. All surface areas for motor vehicle traffic and/or parking shall be an asphalt or concrete surface. No vehicles, to include customer, employee or those waiting to be repaired will be parked on grass, gravel or an unpaved surface.
- f. No motor vehicles shall be stored within the public right-of-way.

Tire Sales and Service.

A site plan shall be submitted to meet requirements as put forth in Section 14-1903: and

- a. Indoor storage of tires will be limited to two thousand (2,000) square feet without additional fire protection measures as *specified under the NFPA Uniform Fire Code and currently adopted International Building Code*
- b. Outdoor storage of tires:
 1. All tire storage shall be screened from public view and public access with an opaque fence a minimum of six (6) feet tall. The fencing materials shall be identified in the site plan.
 2. All tires shall be stored a minimum of ten (10) feet from any building.
 3. All tires shall be stacked in piles not exceeding six (6) feet in height.
 4. All tires displayed for sale outside shall be stored inside after business hours and not left outside.
 5. All tires shall be covered or wrapped.

RECOMMENDATION:

The Planning Commission voted unanimously to forward these amendments to City Council for approval.





Morristown City Council Agenda Item Summary

Date: February 20, 2024

Agenda Item: Approve purchase of turnout gear for the Fire Department from Municipal Emergency Services – 3 Turnout Coats & 3 Turnout Pants via cooperative purchase agreement in the amount of \$10,632

Prepared By: Jeanna Vanek

Subject: Turnout Coat and Pant Purchase for the Fire Department

Background: The City of Morristown outfits firefighters with Fire-Dex FXR protective turnout gear. The Fire Department needs to purchase 3 turnout coats and 3 turnout pants for 3 firefighters. Municipal Emergency Services (MES) has provided a quote for the coats and pants that totaled \$10,632.

Findings/Current Activity:

MES has a cooperative purchasing agreement through Sourcewell (#032620-MES) for the Firefighting protective equipment requested in this summary. MES Sourcewell contract available in the Purchasing department.

Financial Impact:

This purchase was planned for and funds have been appropriated in the Fiscal Year 24 budget.

Action options/Recommendations:

Staff would recommend approval of the purchase.

Attachment: MES Quote



(877) 637-3473

Quote

Quote # QT1781817
Date 01/26/2024
Expires 02/10/2024
Sales Rep Jenkins, Timothy A
Shipping Method FedEx Ground
Customer MORRISTOWN FIRE DEPT, CITY OF (TN)
Customer # C38010

Bill To

MORRISTOWN FIRE DEPT, CITY OF (TN)
100 W First North Street
Morristown TN 37815
United States

Ship To

Danny Case
MORRISTOWN FIRE DEPT, CITY OF
619 Howell Road
Morristown TN 37813
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
EXR-Custom Turnout-Coat	11058-JACKET		11058-JACKET Custom FXR Turnout Coat Fire-Dex FXR Jacket per the Attached Specifications	3	\$1,995.00	\$5,985.00
FXR-Custom Turnout-Pant	11058-PANT		11058-PANT Custom FXR Turnout Pant Fire-Dex FXR Pant per the Attached Specifications	3	\$1,549.00	\$4,647.00

Contract Pricing through SourceWell GPO

RFP #032620, Firefighting Personal Protective Equipment, Apparel, and Accessories

Customer Membership ID #91532

Subtotal \$10,632.00

Shipping Cost \$0.00

Tax Total \$0.00

Total \$10,632.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1781817



Morristown City Council Agenda Item Summary

Date: February 20, 2024

Agenda Item: Authorize the purchase of ammunition from Gulf States Distributors per the Police Department request for \$13,466.78 via Tennessee Statewide Contract # 331/75506.

Prepared By: Jeanna Vanek

Subject: Police Department Ammunition

Background: The Police Department budgets annually for ammunition needs for both operations and training.

Financial Impact:

This purchase is accounted for in the FY24 budget. A copy of the contract is available in the Purchasing Department.

Total Cost = \$13,466.78

Action options/Recommendations:

Staff recommends the purchase.

Attachment: Gulf States Distributors Quote

Quote



Gulf States Distributors
6000 East Shirley Lane
P.O. Box 241387 (36124-1387)
Montgomery, AL 36117
3342712010

Order Number: 0214455
Order Date: 2/6/2024
Quote Expire Date: 3/7/2024

Salesperson: Natalie Strange
Customer Number: TNMORRI

Sold To:

City of Morristown
PO Box 1499
Accounts Payable
Morristown, TN 37815-0647

Ship To:

Morristown Police Dept
100 W 1st North St
Morristown, TN 37813

Customer P.O.		Terms		Confirm To:				
		Net 20 days		psn@mymorristown.com				
Item Number	Unit			Ordered	Shipped	Back Order	Price	Amount
FEDP9HST3	CASE	DropShip:	N	6.00	0.00	0.00	389.76	2,338.56
P9HST3 9mm 124gr +P HST HP								
HOR83276	CASE	DropShip:	N	12.00	0.00	0.00	159.00	1,908.00
.223 55gr Urban TAP								
FEDT223A	CASE	DropShip:	N	10.00	0.00	0.00	297.85	2,978.50
T223A .223 55gr Hi-Shok SP								
HOR80896	CASE	DropShip:	N	2.00	0.00	0.00	263.26	526.52
.308 110gr Urban TAP								
FEDLE308TT2	CASE	DropShip:	N	3.00	0.00	0.00	356.16	1,068.48
LE308TT2 .308 168gr Tactical Bonded Tip								
PMC223A	CASE	DropShip:	N	6.00	0.00	0.00	438.00	2,628.00
223A .223 Rem 55gr FMJ BT								
FEDTGL12-8	CASE	DropShip:	N	4.00	0.00	0.00	104.40	417.60
TGL12-8 12ga 2 3/4x1 1/8 8-Shot								
HOR86245	CASE	DropShip:	N	8.00	0.00	0.00	200.14	1,601.12
12ga Frangible Entry Slug								
TN ammo CONTRACT SWC331/75506								

Please let me know if you have any questions. Thank you - Geanie

Net Order:	13,466.78
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	13,466.78



Morristown City Council Agenda Item Summary

Date: February 20, 2024

Agenda Item:

Prepared By: Larry Clark

Subject: Easement Acquisitions for E. Morris Project

Background/History: E. Morris Project is a locally managed project that goes from the Hwy 25 interchange to Jones Franklin Road. Mattern & Craig is the consulting firm for the project with Jason Carder being the engineer.

Findings/Current Activity: For additional lane and traffic signal installation, easements are required. Four properties are identified for these items which are as follows:

Thompson Heirs - \$3,075.00, Mangum - \$9,999.00, Hampton \$4,900.00 and Van Pham \$1,725.00

Financial Impact: Amounts will be funded through TDOT funding and local match.

Action options/Recommendations: Approval of amounts for properties.

Attachment: Parcel Acquisitions documents

NOMINAL PAYMENT PARCEL
(Acquisition not to exceed \$10,000)

- PREPARED BY:**

Chad E. Freeman

Signature

2-7-24

Date

- D. APPROVED FOR ACQUISITION:**

Signature

Date

4. **REMARKS:** Land Value based on attached sales and current listings in the subject neighborhood.

STATE PROJ. NO.32LPLM-FO-059
FEDERAL PROJ. NO. STP-M-9113(24)

COUNTY: Hamblen
Prepared By:

TRACT NO: 2
Chad Freeman- TELICS

COMPARABLE LAND SALES AND CURRENT LISTINGS INFORMATION

Sale 1: 3648 East Morris Blvd., 1.06 Acre sold on 11/16/20 for \$2.50 Per Sq. Foot

Sale 2: 380 Thompson Creek Road, 1.49 acres sold for \$2.64 Per Sq. Foot on 10/9/23.

Listing: 3272 East Morris Blvd., 0.90 Acre Listed for \$6.37 Per Square Foot., for sale since 4/21/22, Good commercial site located next to Davy Crockett restaurant.

Sale 3: 2118 East Morris Blvd., 0.86 acre sold on 4/14/23 for \$3.32 per Square Foot.

Summary: A value range of \$2.50 to \$6.37 Per square foot is indicated. Considering the road frontage on east Morris Blvd., the higher end of the value range is felt to be most indicative of market value, a value of \$5.00 per square foot is assigned to the property being affected. A rental value of 30% of fee value or \$1.50 per square foot is being offered as a "rental" fee for the area being affected by a temporary construction easement. This thirty percent figure is based on a TDOT and other agencies policy of paying 10% per year for a three-year period as a rental fee. The temporary construction easement ceases to exist once the construction is completed. The land remains under the ownership of the landowner. A value of \$5.00 per square foot is being paid for any land being acquired in fee simple or being 100% purchased by the city.

PROPERTY of C.T. THOMPSON

SITUATED, lying and being in Civil District No. 1 of Hamblen County, Tennessee and being more particularly described as follows:

CONSTRUCTION EASEMENT

BEGINNING at a point at the intersection of the existing south right of way line of East Morris Boulevard and east property line of the Grantor(s) herein; thence S 21° 11' 31" E, a distance of 10.00 feet to a point; thence S 62° 53' 13" W, a distance of 17.92 feet to a point; thence S 02° 03' 56" W, a distance of 40.60 feet to a point; thence N 87° 56' 04" W, a distance of 20.00 feet to a point; thence N 00° 51' 41" W, a distance of 28.61 feet to a point; thence S 62° 53' 13" W, a distance of 40.28 feet to a point; thence N 23° 25' 47" W, a distance of 10.00 feet to a point in the said south right of way line of East Morris Boulevard, thence along said right of way N 62° 53' 13" E, a distance of 83.19 feet to the Point of **BEGINNING**.

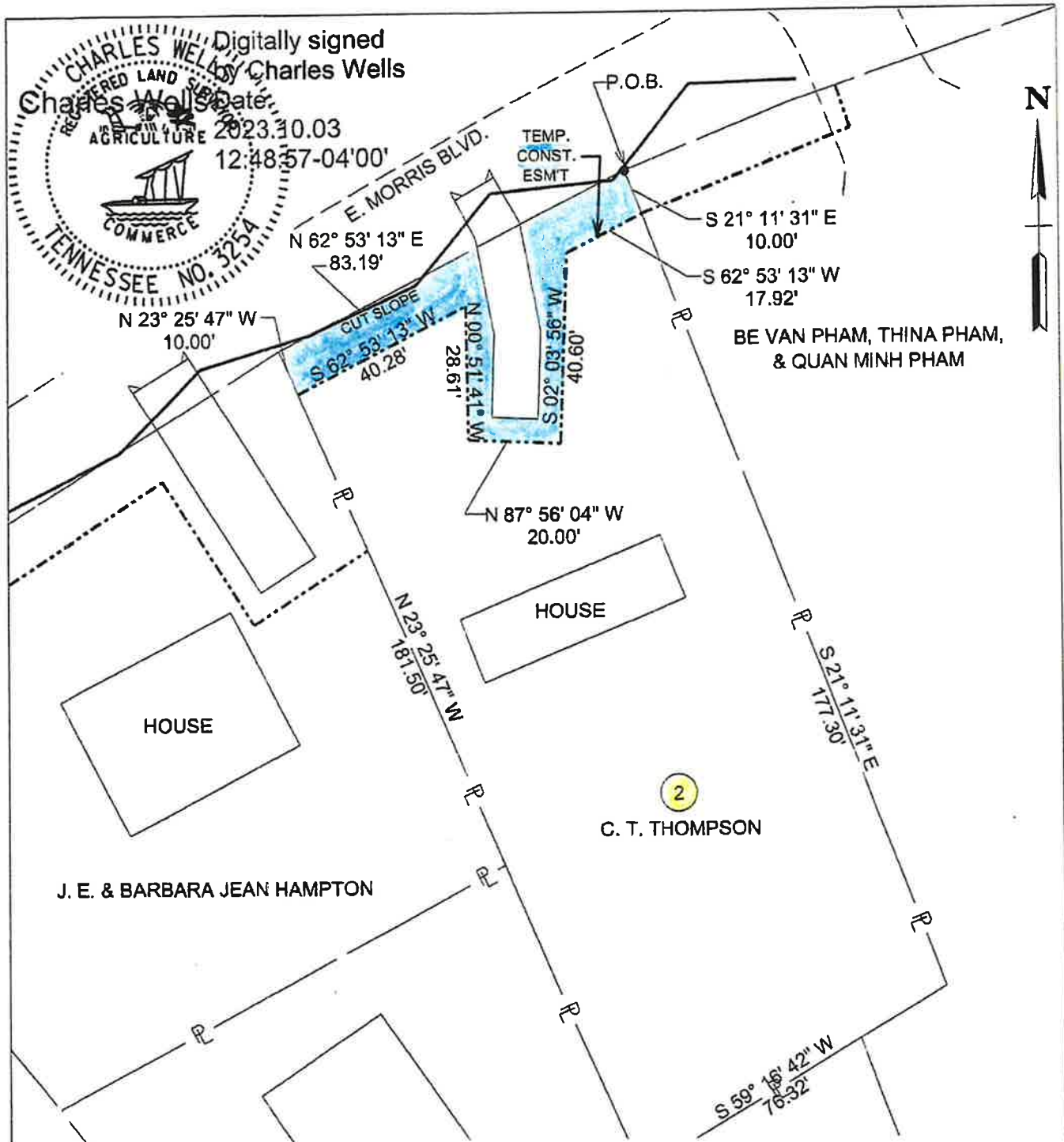
Containing 1,549 square feet, more or less.

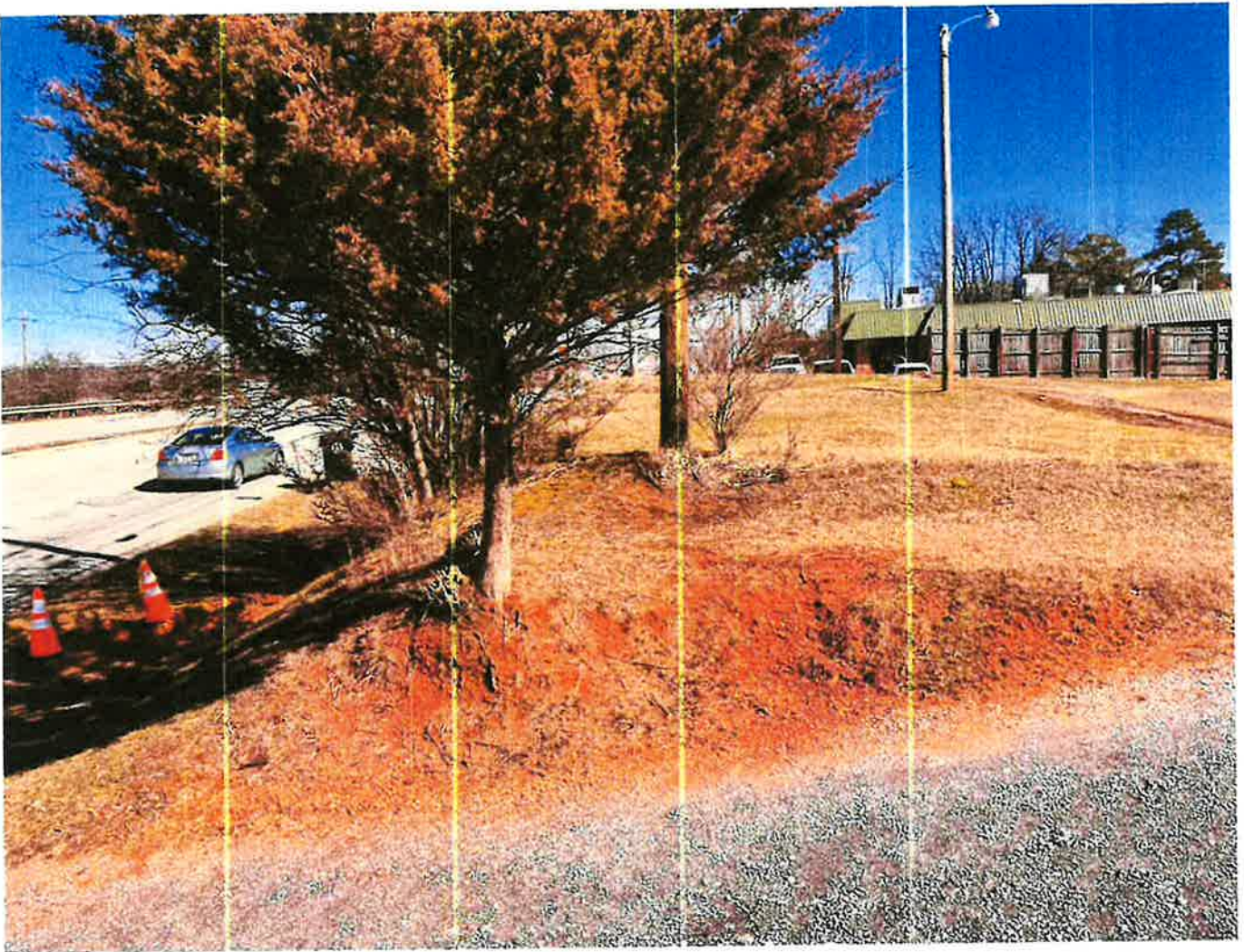
By this instrument the grantors hereby convey an easement for the construction of a work area and erosion controls outside of the proposed right of way line. The title to the above described land remains vested in the grantor and is to be used by the City of Morristown, its contractors or its assigns for a period of 3 years from and after the commencement of construction.

The grantors acquired title to said land under deed of record in Deed Book unknown, Page unknown, in the Register's Office of Hamblen County, Tennessee.

The consideration mentioned herein included payment for all the property taken, also payment for any and all incidental damages to the remainder compensable under eminent domain.

The above described property is a portion of Parcel 9.00, Group C, Tax Map 34D.





"THIS IS NOT AN APPRAISAL"

NOMINAL PAYMENT PARCEL
(Acquisition not to exceed \$10,000)

1. NAME OF PROPERTY OWNER: Larry Mangum
STREET ADDRESS: 4285 East Morris Blvd.
CITY, STATE, ZIP CODE: Morristown Tn. 37813
TELEPHONE #: 423-587-4393

2. (AREA(S) OF INTERESTS ACQUIRED: FEE: 111 Sq. Ft. DRAINAGE EASEMENT: N/A
CONSTRUCTION EASEMENT: 6296 Sq. Ft. CUT / FILL SLOPES: N/A

3. AMOUNT DUE OWNER

A. LAND ACQUIRED: 111 s.f. @\$5.00 per sq. ft. = \$555.00
PERMANENT DRAINAGE EASEMENT ACQUIRED: -0-
TEMPORARY CONSTRUCTION EASEMENT ACQUIRED: 6296 s.f. @\$5.00 x30%=\$9444.00
SLOPE EASEMENT ACQUIRED: -0-
TOTAL: \$9,999.00

B. IMPROVEMENTS ACQUIRED: (Minor Only) N/A
UTILITY ADJUSTMENTS: N/A

C. AMOUNT TO BE OFFERED THE OWNER: (Sum of 3a and 3b) =\$9,999.00

THIS TOTAL IS BASED UPON AVAILABLE DATA.

PREPARED BY:



Signature

2-7-24

Date

D. APPROVED FOR ACQUISITION:

Signature

Date

4. REMARKS: Land Value based on attached sales and current listings in the subject neighborhood.

STATE PROJ. NO.32LPLM-FO-059
FEDERAL PROJ. NO. STP-M-9113(24)

COUNTY: Hamblen

TRACT NO: 4

PREPARED BY: Chad Freeman-TELICS

COMPARABLE LAND SALES AND CURRENT LISTINGS INFORMATION

Sale 1: 3648 East Morris Blvd., 1.06 Acre sold on 11/16/20 for \$2.50 Per Sq. Foot

Sale 2: 380 Thompson Creek Road, 1.49 acres sold for \$2.64 Per Sq. Foot on 10/9/23.

Listing: 3272 East Morris Blvd., 0.90 Acre Listed for \$6.37 Per Square Foot., for sale since 4/21/22, Good commercial site located next to Davy Crockett restaurant.

Sale 3: 2118 East Morris Blvd., 0.86 acre sold on 4/14/23 for \$3.32 per Square Foot.

Summary: A value range of \$2.50 to \$6.37 Per square foot is indicated. Considering the road frontage on East Morris Blvd., the higher end of the value range is felt to be most indicative of market value, a value of \$5.00 per square foot is assigned to the property being affected. A rental value of 30% of fee value or \$1.50 per square foot is being offered as a "rental" fee for the area being affected by a temporary construction easement. This thirty percent figure is based on a TDOT and other agencies policy of paying 10% per year for a three-year period as a rental fee. The temporary construction easement ceases to exist once the construction is completed. The land remains under the ownership of the landowner. A value of \$5.00 per square foot is being paid for any land being acquired in fee simple or being 100% purchased by the city.

PROPERTY of LARRY MANGUM

SITUATED, lying and being in Civil District No. 4 of Hamblen County, Tennessee and being more particularly described as follows:

FEE SIMPLE

BEGINNING at a point at the intersection of the existing south right of way line of East Morris Boulevard and existing west right of way line of Dover Road; thence with the existing west right of way line of Dover Road S 50° 41' 15" E, a distance of 28.01 feet to a point; thence N 67° 00' 52" W, a distance of 28.29 feet to a point in the existing south right of way line of East Morris Boulevard; thence with the existing south right of way line of East Morris Boulevard N 33° 09' 37" E, a distance of 8.00 feet to the Point of the **BEGINNING**.

Containing 111 square feet, more or less.

CONSTRUCTION EASEMENT

Being a parcel of land lying outside and adjacent to said south right of way line of East Morris Boulevard a varying width from 40 feet to 68 feet, more or less.

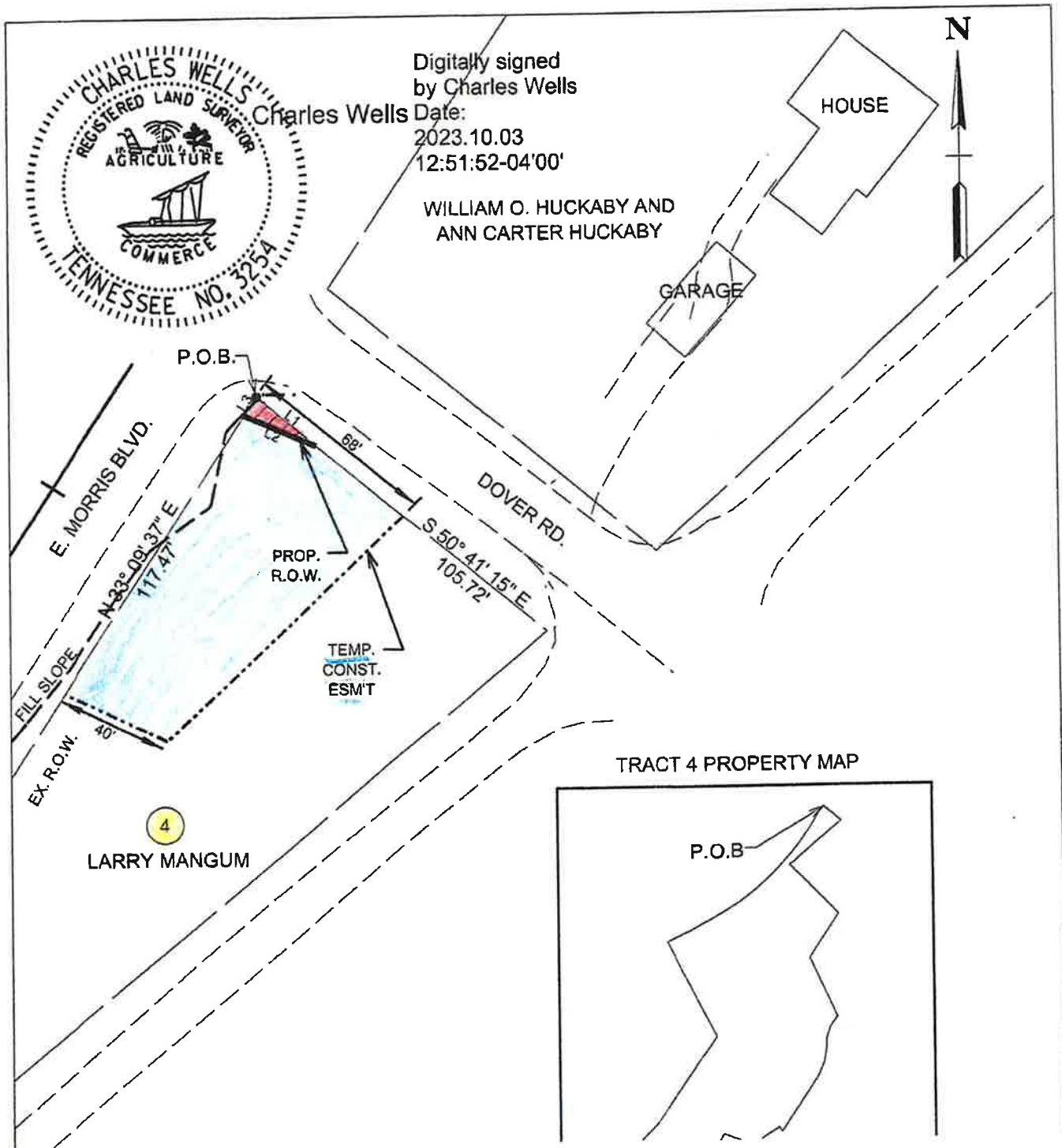
Containing 6,296 square feet, more or less.

By this instrument the grantors hereby convey an easement for the construction of a work area and erosion controls outside of the proposed right of way line. The title to the above described land remains vested in the grantor and is to be used by the City of Morristown, its contractors or its assigns for a period of 3 years from and after the commencement of construction.

The grantors acquired title to said land under deed of record in Deed Book 814, Page 555, in the Register's Office of Hamblen County, Tennessee.

The consideration mentioned herein included payment for all the property taken, also payment for any and all incidental damages to the remainder compensable under eminent domain.

The above described property is a portion of Parcel 022.03, Tax Map 26.





"THIS IS NOT AN APPRAISAL"

**NOMINAL PAYMENT PARCEL
(Acquisition not to exceed \$10,000)**

1. NAME OF PROPERTY OWNER: J.E. Hampton
STREET ADDRESS: 3002 East Morris Blvd.
CITY, STATE, ZIP CODE: Morristown Tn. 37813
TELEPHONE #: 423-312-9435 (Larry Hampton- Son)

2. (AREA(S) OF INTERESTS ACQUIRED: FEE: N/A DRAINAGE EASEMENT: N/A
CONSTRUCTION EASEMENT: 2593 Sq. Ft. CUT / FILL SLOPES: N/A

3. AMOUNT DUE OWNER

A. LAND ACQUIRED: N/A
PERMANENT DRAINAGE EASEMENT ACQUIRED: -0-
TEMPORARY CONSTRUCTION EASEMENT ACQUIRED: 2593 s.f. @ \$5.00 x 30% = \$3900.00 ®
SLOPE EASEMENT ACQUIRED: -0-
TOTAL: \$3,900.00

B. IMPROVEMENTS ACQUIRED: (Minor Only) Trees = \$1,000.00
UTILITY ADJUSTMENTS: N/A

C. AMOUNT TO BE OFFERED THE OWNER: (Sum of 3a and 3b) = \$4,900.00

THIS TOTAL IS BASED UPON AVAILABLE DATA.

PREPARED BY:



Signature

2-7-24

Date

D. APPROVED FOR ACQUISITION:

Signature

Date

4. **REMARKS:** Land Value based on attached sales and current listings in the subject neighborhood.

STATE PROJ. NO.32LPLM-FO-059
FEDERAL PROJ. NO. STP-M-9113(24)

COUNTY: Hamblen

TRACT NO: 1

PREPARED BY: Chad Freeman-TELICS

COMPARABLE LAND SALES AND CURRENT LISTINGS INFORMATION

Sale 1: 3648 East Morris Blvd., 1.06 Acre sold on 11/16/20 for \$2.50 Per Sq. Foot

Sale 2: 380 Thompson Creek Road, 1.49 acres sold for \$2.64 Per Sq. Foot on 10/9/23.

Listing: 3272 East Morris Blvd., 0.90 Acre Listed for \$6.37 Per Square Foot., for sale since 4/21/22, Good commercial site located next to Davy Crockett restaurant.

Sale 3: 2118 East Morris Blvd., 0.86 acre sold on 4/14/23 for \$3.32 per Square Foot.

Summary: A value range of \$2.50 to \$6.37 Per square foot is indicated. Considering the road frontage on east Morris Blvd., the higher end of the value range is felt to be most indicative of market value, a value of \$5.00 per square foot is assigned to the property being affected. A rental value of 30% of fee value or \$1.50 per square foot is being offered as a "rental" fee for the area being affected by a temporary construction easement. This thirty percent figure is based on a TDOT and other agencies policy of paying 10% per year for a three-year period as a rental fee. The temporary construction easement ceases to exist once the construction is completed. The land remains under the ownership of the landowner. A value of \$5.00 per square foot is being paid for any land being acquired in fee simple or being 100% purchased by the city.

PROPERTY of J.E. & BARBARA JEAN HAMPTON

SITUATED, lying and being in Civil District No. 1 of Hamblen County, Tennessee and being more particularly described as follows:

CONSTRUCTION EASEMENT

BEGINNING at a point at the intersection of the existing south right of way line of East Morris Boulevard and east property line of the Grantor(s) herein; thence S 23° 25' 47" E, a distance of 46.50 feet to a point; thence S 57° 03' 14" W, a distance of 28.90 feet to a point; thence N 32° 31' 33" W, a distance of 36.55 feet to a point; thence S 56° 15' 22" W, a distance of 101.28 feet to a point in the existing east right of way line of Lorino Lane, thence N 38° 40' 04" W, a distance of 10.00 feet to a point in the existing south right of way line of East Morris Boulevard, thence along a curve to the right having an arc length of 77.56 feet, radius of 1382.40 feet, and chord bearing of N 55° 37' 37" E to a point; thence N 58° 08' 29" E, a distance of 61.07 feet to the Point of **BEGINNING**.

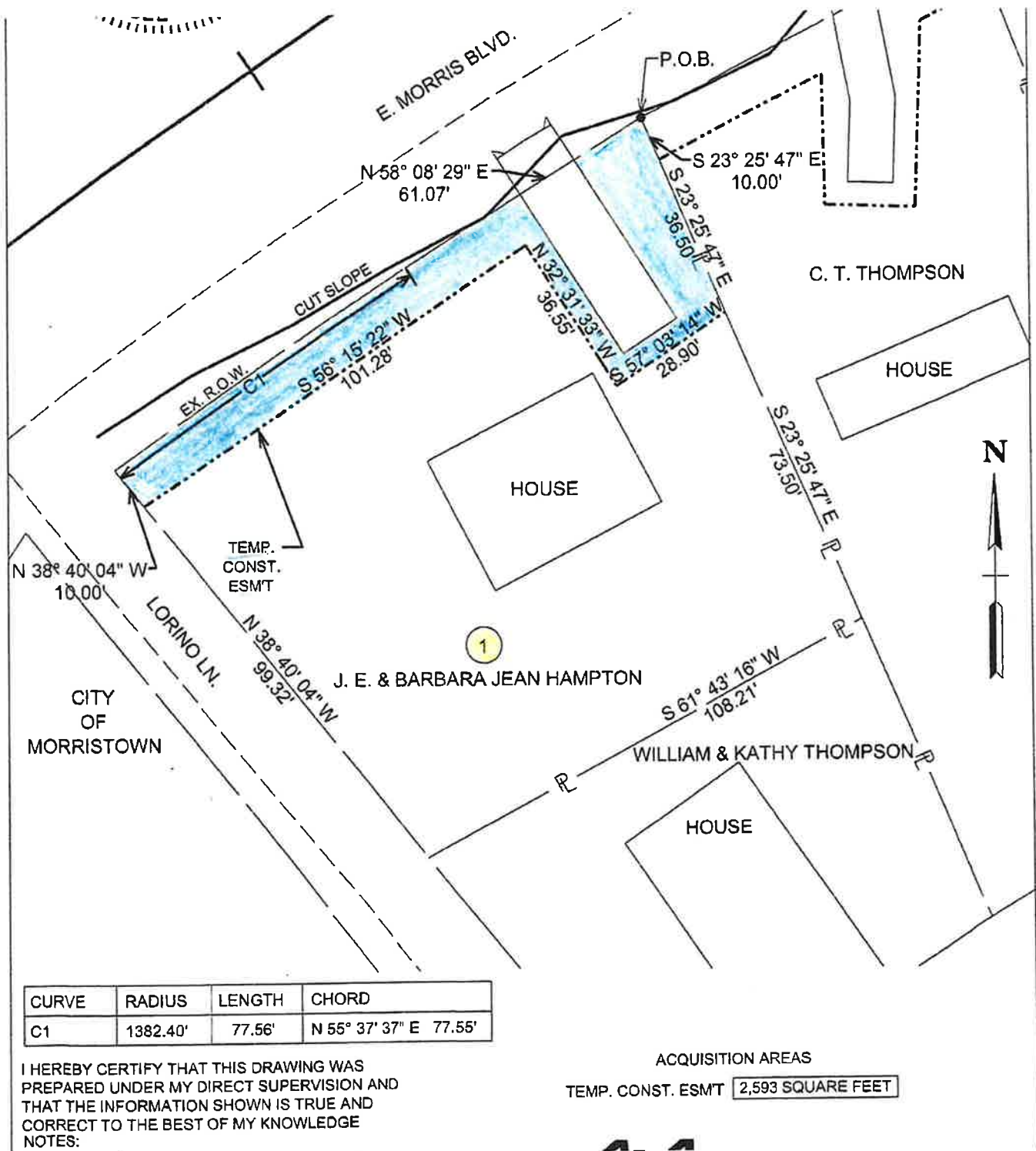
Containing 2,593 square feet, more or less.

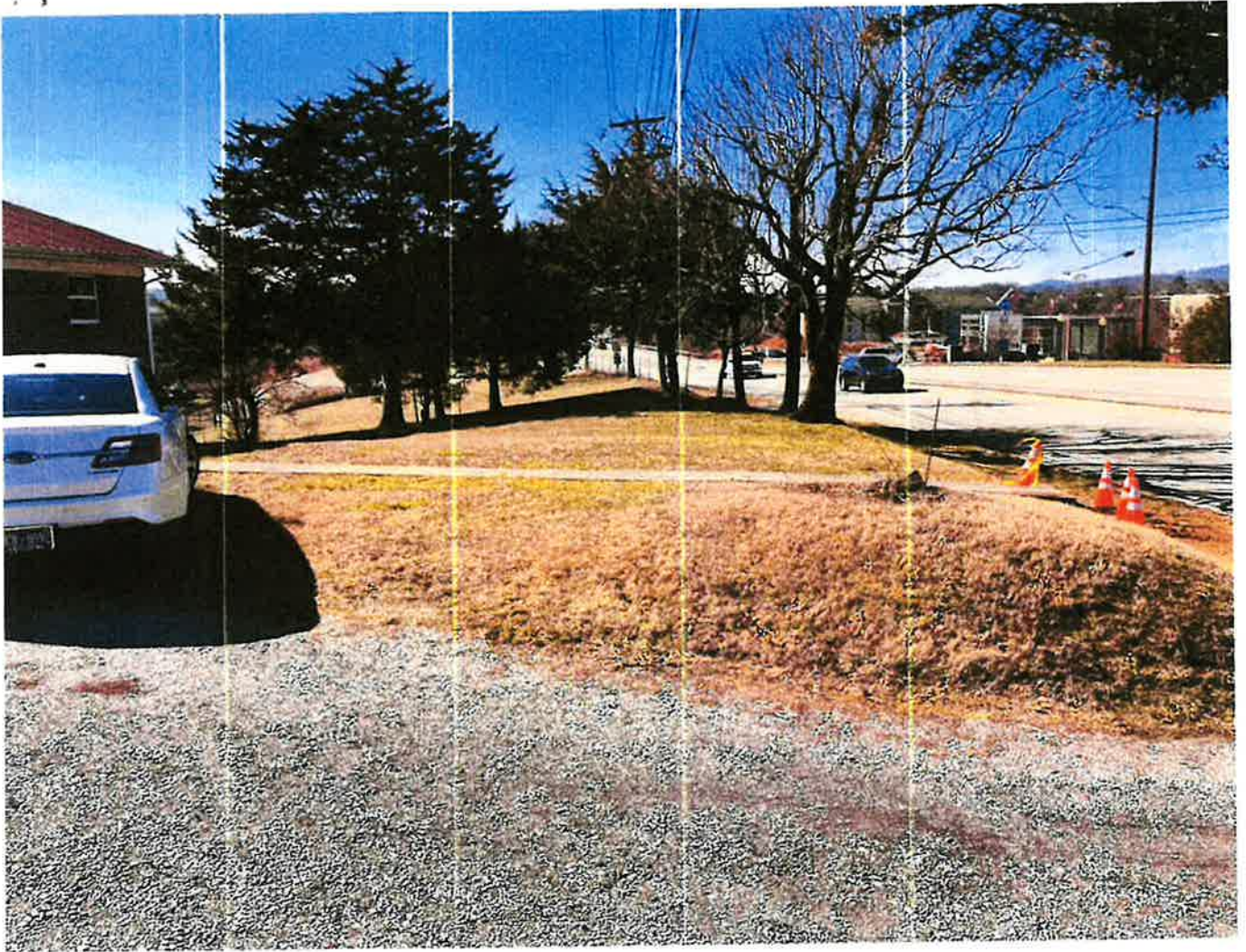
By this instrument the grantors hereby convey an easement for the construction of a work area and erosion controls outside of the proposed right of way line. The title to the above described land remains vested in the grantor and is to be used by the City of Morristown, its contractors or its assigns for a period of 3 years from and after the commencement of construction.

The grantors acquired title to said land under deed of record in Deed Book 124, Page 147, in the Register's Office of Hamblen County, Tennessee.

The consideration mentioned herein included payment for all the property taken, also payment for any and all incidental damages to the remainder compensable under eminent domain.

The above described property is a portion of Parcel 10.00, Group C, Tax Map 34D.





NOMINAL PAYMENT PARCEL
(Acquisition not to exceed \$10,000)

- PREPARED BY:**

Chad E. Freeman

Signature

2-7-24

Date

- D. APPROVED FOR ACQUISITION:**

Signature

Date _____

4. **REMARKS:** Land Value based on attached sales and current listings in the subject neighborhood.

STATE PROJ. NO.32LPLM-FO-059
FEDERAL PROJ. NO. STP-M-9113(24)

COUNTY: Hamblen

TRACT NO: 3

PREPARED BY: Chad Freeman-TELICS

COMPARABLE LAND SALES AND CURRENT LISTINGS INFORMATION

Sale 1: 3648 East Morris Blvd., 1.06 Acre sold on 11/16/20 for \$2.50 Per Sq. Foot

Sale 2: 380 Thompson Creek Road, 1.49 acres sold for \$2.64 Per Sq. Foot on 10/9/23.

Listing: 3272 East Morris Blvd., 0.90 Acre Listed for \$6.37 Per Square Foot., for sale since 4/21/22, Good commercial site located next to Davy Crockett restaurant.

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Summary: A value range of \$2.50 to \$6.37 Per square foot is indicated. Considering the road frontage on East Morris Blvd., the higher end of the value range is felt to be most indicative of market value, a value of \$5.00 per square foot is assigned to the property being affected. A rental value of 30% of fee value or \$1.50 per square foot is being offered as a "rental" fee for the area being affected by a temporary construction easement. This thirty percent figure is based on a TDOT and other agencies policy of paying 10% per year for a three-year period as a rental fee. The temporary construction easement ceases to exist once the construction is completed. The land remains under the ownership of the landowner. A value of \$5.00 per square foot is being paid for any land being acquired in fee simple or being 100% purchased by the city.

PROPERTY of BE VAN PHAM, THINA PHAM, & QUAN MINH PHAM

SITUATED, lying and being in Civil District No. 1 of Hamblen County, Tennessee and being more particularly described as follows:

CONSTRUCTION EASEMENT

BEGINNING at a point at the intersection of the existing south right of way line of East Morris Boulevard and west property line of the Grantor(s) herein; thence with the existing south right of way line of East Morris Boulevard N 68° 25' 29" E, a distance of 38.70 feet to a point; thence N 71° 26' 29" E, a distance of 10.00 feet to a point; thence S 18° 33' 31" E, a distance of 9.49 feet to a point; thence S 68° 25' 29" W, a distance of 48.25 feet to a point; thence N 21° 11' 31" W, a distance of 10.00 feet to the Point of **BEGINNING**.

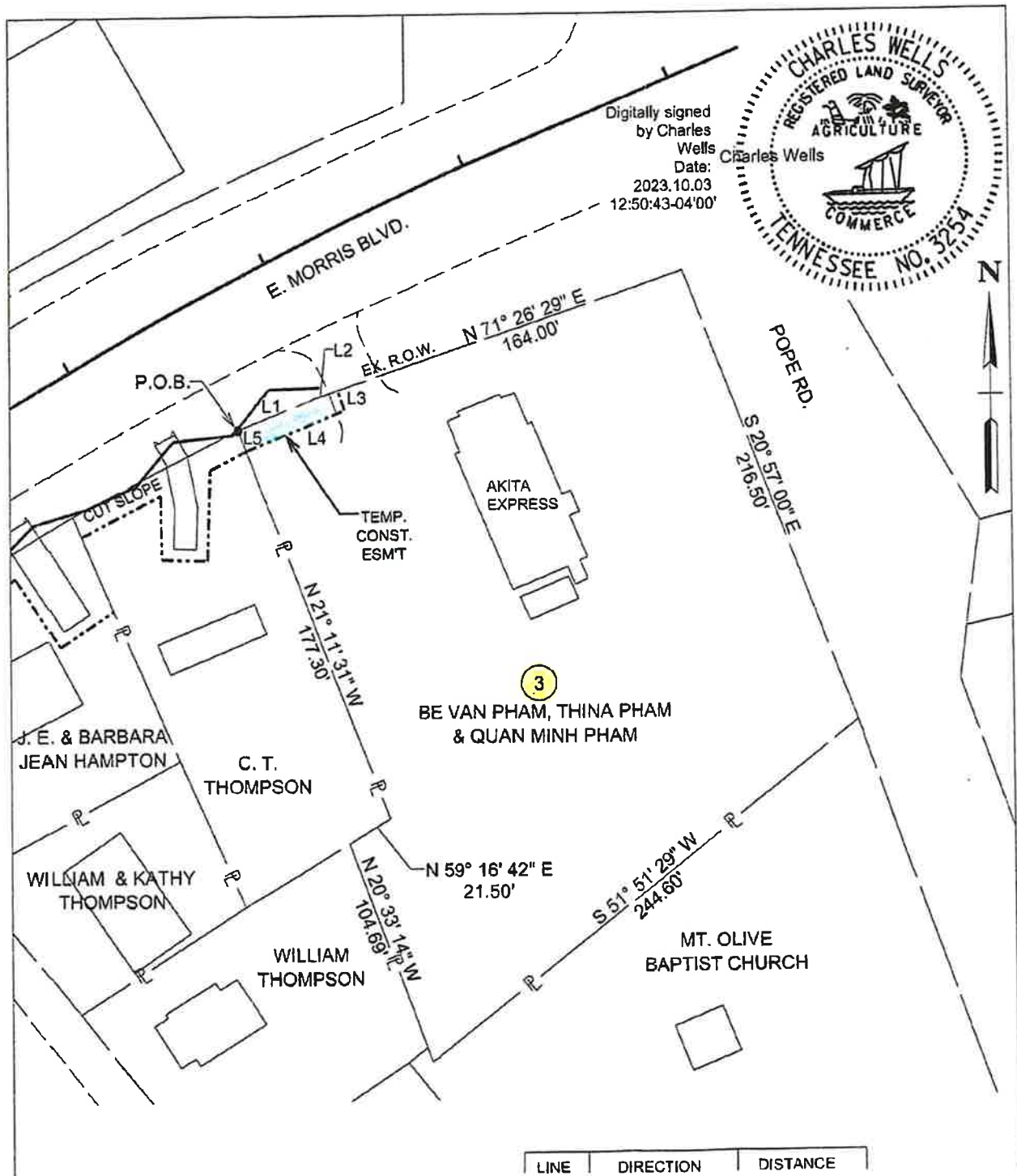
Containing 482 square feet, more or less.

By this instrument the grantors hereby convey an easement for the construction of a work area and erosion controls outside of the proposed right of way line. The title to the above described land remains vested in the grantor and is to be used by the City of Morristown, its contractors or its assigns for a period of 3 years from and after the commencement of construction.

The grantors acquired title to said land under deed of record in Deed Book 1671, Page 237, in the Register's Office of Hamblen County, Tennessee.

The consideration mentioned herein included payment for all the property taken, also payment for any and all incidental damages to the remainder compensable under eminent domain.

The above described property is a portion of Parcel 8.00, Group C, Tax Map 34D.





Inspection and Maintenance Agreement

(I&M Agreement)

City of Morristown, TN
100 West 1st North Street
Morristown, TN 37814
(423) 581-0100

Inspection and Maintenance Agreement (I&M Agreement)

THIS AGREEMENT, made and entered into this 7th day of February, 2024, by and between H&S Real Estate, LLC hereinafter called the "Landowner", and the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as 047 076.27 as recorded by deed in the last land records of Hamblen County, TN, Deed Book 1828 Page 287, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as Morristown Regional Health Center 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:

H&S Real Estate, LLC, a Tennessee limited liability company

By: Odessa M. Brabson

Odessa M. Brabson
(Type Name)

Exec. Director
(Type Title)

State of Tennessee

County of Hamblen

The foregoing Agreement was acknowledged before me this 7th day of Feb, 2024

by Pamela Hurst

Pamela Hurst
Notary Public

My Commission Expires 9/5/27



Approved as to form:

Approved by the City:

City Attorney

Date

Mayor

Date



Morristown City Council Agenda Item Summary

Date: February 20, 2024

Agenda Item: Authorize the purchase of property at Cherokee Drive (Map 033C, Group A, Parcel 014.01) pursuant to the attached purchase and sale agreement and subject to satisfactory due diligence.

Prepared By: Andrew Ellard

Subject: Purchase of Property at Cherokee & Walters Intersection

Background: Approximately 0.47 acres, this property sits at the SE corner of the intersection of Cherokee Drive and Walters Drive in a location the City has been considering intersection improvements.

Findings/Current Activity:

This property includes all necessary ROW to the southeast of the intersection that will be needed based on the designs of a roundabout.

Financial Impact:

The contracted purchase price is \$45,000 for approximately 0.47 acres. Cost would be covered by general capital projects.

Action options/Recommendations:

Authorize the purchase.

Attachment: Purchase and Sale Agreement

LeBel

COMMERCIAL
REALTY

COMMERCIAL PURCHASE AND SALE AGREEMENT

1. **Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer City of Morristown ("Buyer") agrees to buy and the undersigned seller Estate of Doyal Lane ("Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows: All that tract of land known as: 0000 Cherokee Dr (Address) Morristown (City), Tennessee, 37814 (Zip), as recorded in Hamblen County Register of Deeds Office, 910 deed book(s), 776 page(s), and/or 033C A 014.01 instrument no. and as further described as: Map 033C, Group A, Parcel 014.01 together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property", as more particularly described in Exhibit "A" or if Exhibit A is not attached as is recorded with the Register of Deeds of the county in which the Property is located and is made a part of this Commercial Purchase and Sale Agreement ("Purchase and Sale Agreement" or "Agreement") by reference.
2. **Purchase Price.** The total purchase price for the Property shall be Forty-Five Thousand U.S. Dollars. (\$ 45,000.00) ("Purchase Price"), and is subject to all prorations and adjustments and shall be paid by Buyer at the Closing by cash, a Federal Reserve Bank wire transfer of immediately available funds, cashier's check or certified check.
3. **Earnest Money/Trust Money.** Buyer has paid or will pay within 5 business days after the Binding Agreement Date, the sum of \$ 1,000.00 with LeBel Commercial Realty ("Holder") located at 218 S. Cumberland St. Morristown, TN 37813 (Address of Holder). Additional Earnest Money/Trust Money, if any, to be tendered and applied as follows:

This sum ("Earnest Money/Trust Money") is to be applied as part of the Purchase Price at Closing.

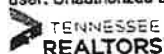
A. Failure to Receive Earnest Money/Trust Money. In the event Earnest Money/Trust Money is not timely received by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason by the financial institution from which it is drawn, Holder shall promptly notify Buyer and Seller. Buyer shall have three (3) business days after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds to Holder, this Agreement shall automatically terminate and Holder shall notify the parties of the same. Holder shall disburse Earnest Money/Trust Money only as follows:

- (a) at Closing to be applied as a credit toward Buyer's Purchase Price;
- (b) upon a subsequent written agreement signed by Buyer and Seller; or
- (c) as set forth below in the event of a dispute regarding Earnest Money/Trust Money.

No party shall seek damages from Holder, nor shall Holder be liable for any such damages, and all parties agree to defend and hold harmless Holder for any matter arising out of or related to the performance of Holder's duties hereunder.

B. Disputes Regarding Earnest Money/Trust Money. In the event Buyer or Seller notifies Holder of a dispute regarding disposition of Earnest Money/Trust Money that Holder cannot resolve, Buyer and Seller agree to interplead Earnest Money/Trust Money into a court of competent jurisdiction. Holder shall be reimbursed for, and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder, and upon payment of

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such funds into the court clerk's office, Holder shall be released from all further liability in connection with the funds delivered.

4. **Inspection.** Prior to Closing, Buyer and Buyer's agents shall have the right to enter upon the Property at Buyer's expense and at reasonable times to inspect, survey, examine, and test the Property as Buyer may deem necessary as part of Buyer's acquisition of the Property. Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection. Buyer shall indemnify and hold Seller and all Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property arising out of or related to the exercise of Buyer's rights hereunder. Buyer shall have 20 days after the Binding Agreement Date ("Due Diligence Period") to evaluate the Property, the feasibility of the transaction, the availability and cost of financing, and any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right to terminate this Agreement upon notice to Seller if Buyer determines, based on a reasonable and good faith evaluation of the above, that it is not desirable to proceed with the transaction, and Buyer will be entitled to a refund of the Earnest Money/Trust Money. Within 5 days after the Binding Agreement Date, Seller shall deliver to Buyer copies of the materials concerning the Property referenced in Exhibit "B" (collectively "Due Diligence Materials"), which materials shall be promptly returned by Buyer if Agreement does not Close for any reason. If Buyer fails to timely notify Seller that it is not proceeding with the transaction, Buyer shall waive its rights to terminate this Agreement pursuant to this paragraph.

5. **Title.**

- A. **Warranties of Seller.** Seller warrants that at Closing Seller shall convey good and marketable, fee simple title to the Property to Buyer, subject only to the following exceptions ("Permitted Exceptions"):

- (1) Liens for ad valorem taxes not yet due and payable.
- (2) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Issues and Objections paragraph below. "Good and marketable, fee simple title" with respect to the Property shall be such title:
 - (a) as is classified as "marketable" under the laws of Tennessee; and
 - (b) as is acceptable to and insurable by a title company doing business in Tennessee ("Title Company"), at standard rates on an American Land Title Association Owner's Policy ("Title Policy").

- B. **Warranties of Buyer.** Buyer warrants Buyer is not a sanctioned nonresident alien, sanctioned foreign business, or sanctioned foreign government or an agent, trustee, or fiduciary thereof and therefore is not precluded from purchasing Property pursuant to Tenn. Code Ann. §66-2-301, et seq.

- C. **Title Issues and Objections.** Buyer shall have 20 days after the Binding Agreement Date to furnish Seller with a written statement of any title objections, UCC-1 or UCC-2 Financing Statements, and encroachments, and other facts affecting the marketability of the Property as revealed by a current title examination. Seller shall have 20 days after the receipt of such objections (the "Title Cure Period") to cure all valid title objections. Seller shall satisfy any existing liens or monetary encumbrances identified by Buyer as title objections which may be satisfied by the payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding sentence, if Seller fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with evidence of Seller's cure satisfactory to Buyer and to Title Company), then within five (5) days after the expiration of the Title Cure Period, Buyer may as Buyer's sole remedies: (1) rescind the transaction contemplated hereby, in which case Buyer shall be entitled to the return of Buyer's Earnest Money/Trust Money; (2) waive any such objections and elect to Close the transaction contemplated hereby irrespective of such title objections and without reduction of the Purchase Price; or (3) extend the Closing Date period for a period of up to fifteen (15) days to allow Seller further time to cure such valid title objections. Failure to act in a timely manner under this paragraph shall constitute a waiver of Buyer's rights hereunder. Buyer shall have the right to reexamine title prior to Closing and notify Seller at Closing of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.

6. **Closing.**

- A. **Closing Date.** This transaction shall be consummated on February 26th, 2024, (the "Closing Date") or at such other time the parties may agree upon in writing.

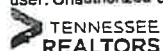
B. **Closing Agency for Buyer & Contact Information:**

Blue Ridge Title

Closing Agency for Seller & Contact Information:

TBD

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(2) The Broker, if any, working with the Buyer is identified on the signature page as the "Selling Company", and said Broker is (Select One. The items not selected are not part of this Agreement):

- ☒ the Designated Agent for the Buyer,
☐ the agent for the Buyer,
☐ a Facilitator for the Buyer, OR
☐ a dual agent.

(3) **Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above]* Seller and Buyer are aware that Broker is acting as a dual agent in this transaction and consent to the same. Seller and Buyer have been advised that:

1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could be, different or even adverse.
2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to the dual agent, to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law.
3. The Buyer and Seller do not have to consent to dual agency, and
4. The consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
5. Notwithstanding any provision to the contrary contained herein, Seller and Buyer each hereby direct Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position unless otherwise prohibited by law.

(4) **Material Relationship Disclosure.** *[Required with dual Agency]* The Broker and/or affiliated licensees have no material relationship with either client except as follows: _____. A material relationship means one of a personal, familial or business nature between the Broker and affiliate licensees and a client which would impair their ability to exercise fair judgment relative to another client.

Seller Initials _____ Buyer Initials _____

C. **Brokerage.** Seller agrees to pay Listing Broker at Closing the compensation specified by separate agreement. The Listing Broker will direct the closing agency/attorney to pay the Selling Broker, from the commission received, an amount, if any, in accordance with the terms and provisions specified by separate agreement. The parties agree and acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a third party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have the right to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs.

13. **Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not be responsible for any of the following, including but not limited to, those matters which could have been revealed through a survey, title search or inspection of the Property; the insurability of the Property or cost to insure the Property; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for any issues arising out of Buyer's failure to physically inspect the Property prior to entering into this Agreement and/or Closing; for building products and construction techniques; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community amenities; for proposed or pending condemnation actions involving the Property; for applicable boundaries of school districts or other school information; for the appraised or future value of the Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions and availability of financing; and for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them,

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that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the independent expert advice and counsel relative thereto. Buyer and Seller acknowledge that photographs, marketing materials, and digital media used in the marketing of the property may continue to remain in publication after Closing. Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing materials or digital media of which the Broker is not in control.

14. **Destruction of Property Prior to Closing.** If the Property is destroyed or substantially destroyed prior to Closing, Seller shall give Buyer prompt notice thereof, which notice shall include Seller's reasonable estimate of: (1) the cost to restore and repair the damage; (2) the amount of insurance proceeds, if any, available for the same; and (3) whether the damage will be repaired prior to Closing. Upon notice to Seller, Buyer may terminate this Agreement within seven (7) days after receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have accepted the Property with the damage and shall receive at Closing (1) any insurance proceeds which have been paid to Seller but not yet spent to repair the damage and (2) an assignment of all unpaid insurance proceeds on the claim. Buyer may request in writing, and Seller shall provide within five (5) business days, all documentation necessary to confirm insurance coverage and/or payment or assignment of insurance proceeds.

15. **Other Provisions.**

A. **Exhibits, Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.** This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement. It is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not have the authority to bind the Buyer, Seller or any assignee to any contractual agreement unless specifically authorized in writing within this Agreement. The parties hereby authorize either licensee to insert the time and date of the receipt of notice of acceptance of the final offer and further agree to be bound by such as the Binding Agreement Date following the signatory section of this Agreement, or Counter Offer, if applicable.

B. **Survival Clause.** Any provision herein contained, which by its nature and effect, is required to be performed after Closing shall survive the Closing and delivery of the deed and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter. Notwithstanding the above, the representations and warranties made in Exhibit "D" shall survive the Closing for a period of 60 Days after the date of Closing.

C. **Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property and shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.

D. **Time of Essence.** Time is of the essence in this Agreement.

E. **Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate; (3) the feminine shall mean the masculine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time is to be determined by the location of the Property. All references to time are deemed to be local time. **In the event a performance deadline, other than the Closing Date (as defined in herein), Day of Possession (as defined herein), and Offer Expiration date (as defined herein), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall be extended to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any time period under this Agreement, the commencement day shall be the day following the initial date (e.g. Binding Agreement Date).**

F. **Responsibility to cooperate.** Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the approval of the Closing documents by the parties shall constitute their approval of any differences between this Agreement and the Closing. The Buyer and Seller agree that if requested after Closing they will correct any documents and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.

G. **Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person, (2) by a prepaid overnight delivery service, (3) by facsimile transmission (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5)

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Other: _____ ☐ ☐

10. **Taxes and Prorations.** Real estate taxes on the Property for the calendar year in which the Closing takes place shall be prorated as of 12:01 a.m. local time on the Closing Date. Seller shall be responsible (even after Closing) for paying all taxes (including previous reassessments) on the Property for the time period during which Seller owned the Property and shall indemnify the Buyer therefore. In addition, the following items shall also be prorated as of 12:01 a.m. local time on the Closing Date *[Select only those that apply to this transaction; the items not checked do not apply to this Agreement]*:

- | | | |
|---------------------------------------|--|---|
| <input type="checkbox"/> Utilities | <input type="checkbox"/> Service Contracts | <input type="checkbox"/> Tenant Improvement Costs |
| <input type="checkbox"/> Rents | <input type="checkbox"/> Leasing Commissions | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Other: _____ | | <input type="checkbox"/> Other: _____ |

11. **Representations and Warranties.**

A. Seller's Representations and Warranties. As of the Binding Agreement Date and the Closing Date, Seller represents and warrants to Buyer that Seller has the right, power, and authority to enter into this Agreement and to convey the Property in accordance with the terms and conditions of this Agreement. The persons executing this Agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this Agreement and shall have the right, power, and authority to enter into this Agreement and to bind Seller. Seller also makes the additional representations and warranties to Buyer, if any, as indicated on Exhibit "D".

B. Buyer's Representations and Warranties. As of the Binding Agreement Date and the Closing Date, Buyer represents and warrants to Seller that Buyer has the right, power, and authority to enter into this Agreement and to consummate the transaction contemplated by the terms and conditions of this Agreement. The persons executing this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this Agreement and shall have the right, power, and authority to enter into this Agreement and bind Buyer. Upon Seller's request, Buyer shall furnish such documentation evidencing signor's authority to bind Buyer.

12. **Agency and Brokerage.**

A. Agency.

- (1) In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements, the Tennessee Real Estate Broker License Act of 1973, as amended, and the Tennessee Real Estate Commission rules and regulations.
- (2) A Designated Agent is one who has been assigned by the Managing Broker and is working as an agent for the Seller or Buyer in a prospective transaction, to the exclusion of all other licensees in the company.
- (3) An Agent for the Seller or Buyer is a type of agency in which the licensee's company is working as an agent for the Seller or Buyer and owes primary loyalty to that Seller or Buyer.
- (4) A Facilitator relationship occurs when the licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate for either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
- (5) A dual agency situation arises when an agent (in the case of designated agency) or a real estate firm (wherein the entire real estate firm represents the client) represents both the Buyer and Seller.
- (6) If one of the parties is not represented by a Broker, that party is solely responsible for their own interests, and that Broker's role is limited to performing ministerial acts for the unrepresented party.

B. Agency Disclosure.

- (1) The Broker, if any, working with the Seller is identified on the signature page as the "Listing Company"; and said Broker is (Select One. The items not selected are not part of this Agreement):

- ☒ the Designated Agent for the Seller.
- ☐ the agent for the Seller,
- ☐ a Facilitator for the Seller, OR
- ☐ a dual agent.

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95 C. **Possession.** Seller shall deliver possession and occupancy of the Property to Buyer at Closing, subject only to the
96 rights of tenants in possession and the Permitted Exceptions.

97 7. **Seller's Obligations at Closing.** At Closing, Seller shall deliver to Buyer:

98 (a) a Closing Statement:

99 (b) deed (mark the appropriate deed below)

100 ☒ General Warranty Deed

☐ Special Warranty Deed

101 ☐ Quit Claim Deed

☐ Other: _____

102 (c) all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to
103 Buyer the Title Policy including, without limitation, a title affidavit from Seller to Buyer and to the Title Company in
104 the form customarily used in Tennessee commercial real estate transactions so as to enable the Title Company to issue
105 Buyer the Title Policy with all standard exceptions deleted and subject only to Permitted Exceptions; and

106 (d) evidence reasonably satisfactory to Buyer at Closing of all documents/items indicated in Exhibit "C", if any (all
107 documents to be delivered by Seller under this paragraph, including all documents/items indicated in Exhibit "C" are
108 collectively "Seller's Closing Documents").

109 8. **Conditions to Closing.**

120 9. **Costs.**

121 A. **Seller's Costs.** Seller shall pay all existing loans and/or liens affecting the Property; the cost of recording any title
122 curative documents, including without limitation, satisfactions of deeds to secure debt, quitclaim deeds and financing
123 statement termination; any accrued and/or outstanding association dues or fees; fee (if any) to obtain lien
124 payoff/estoppel letters/statement of accounts from any and all associations, property management companies,
125 mortgage holders or other liens affecting the Property; all applicable deed recording fees; the fees of Seller's counsel
126 and, if checked, ☐ all transfer taxes, otherwise Buyer is responsible for transfer taxes.

127 In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property Tax
128 Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected from
129 Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA, Seller shall be
130 required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject to FIRPTA. *It is*
131 *Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax*
132 *matters.*

133 B. **Buyer's Costs.** Buyer shall pay the cost of Buyer's counsel and consultants; any costs in connection with Buyer's
134 inspection of the Property and any costs associated with obtaining financing for the acquisition of the Property
135 (including any intangibles tax, recording fees for deed of conveyance and deed of trust and cost of recording Buyer's
136 loan documents.)

137 C. **Additional Costs.** In addition to the costs identified above, the following costs shall be paid by the parties hereto as
138 indicated below:

139 **Item to be Paid**

Paid by Seller

Paid by Buyer

140 Survey

☐

☒

141 Title Examination

☐

☒

142 Premium for Standard Owner's Title Insurance Policy

☐

☒

143 Other: _____

☐

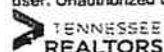
☐

144 Other: _____

☐

☐

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18. **Method of Execution.** The parties agree that signatures and initials transmitted by a facsimile, other photocopy transmittal, or by transmittal of digital signature as defined by the applicable State or Federal Law will be acceptable and may be treated as originals and that the final Commercial Purchase and Sale Agreement containing all signatures and initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal Law.

19. **Time Limit of Offer.** This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not countered or accepted by 5 o'clock ☐ a.m./ ☒ p.m. local time on the 6th day of February 2024.

LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have any questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

NOTE: Any provisions of this Agreement which are preceded by a box "□" must be marked to be a part of this Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have received a copy of this Agreement.

Buyer hereby makes this offer.

BUYER City of Morristown

By: A.W. [Signature]

Title: City Administrator

Entity: _____

1-2-24 at 11:00 o'clock ☐ a.m./ ☐ p.m.
Offer Date

BUYER

By: _____

Title: _____

Entity: _____

_____ at _____ o'clock ☐ a.m./ ☐ p.m.
Offer Date

Seller hereby:

- ☒ **ACCEPTS** – accepts this offer.
☐ **COUNTERS** – accepts this offer subject to the attached Counter Offer(s).
☐ **REJECTS** – rejects this offer and makes no counter offer.

SELLER Estate of Doyal Lane

By: X. [Signature] P. Lane

Title: Administrator

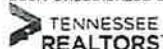
Entity: _____

2/6/2024 at 10:30 o'clock ☒ a.m./ ☐ p.m.
Date

SELLER

By: _____

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Email. **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

H. Remedies. In the event of a breach of this Agreement, the non-breaching party may pursue all remedies available at law or in equity except where the parties have agreed to arbitrate. Notwithstanding the above, if Buyer breaches Buyer's obligations or warranties herein Seller shall have the option to request that Holder pay the Earnest Money/Trust Money to Seller, which if disbursed to Seller by Holder shall constitute liquidated damages in full settlement of all claims by Seller. Such liquidated damages are agreed to by the parties not to be a penalty and to be a good faith estimate of Seller's actual damages, which damages are difficult to ascertain. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies as a defense in the event of a dispute.

I. Equal Opportunity. This Property is being sold without regard to race, color, sex, religion, handicap, familial status, or national origin.

J. Termination by Buyer. In the event that Buyer legally and properly invokes Buyer's right to terminate this Agreement under any of the provisions contained herein, Buyer shall pay the sum of one hundred dollars (\$100.00) to Seller as consideration for Buyer's said right to terminate, the sufficiency and adequacy of which is hereby acknowledged. Earnest Money/Trust Money shall be disbursed according to the terms stated herein.

K. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

L. Construction. This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.

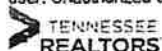
16. Exhibited and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum shall control:

- ☒ Exhibit "A" Legal Description
- ☐ Exhibit "B" Due Diligence Documents
- ☐ Exhibit "C" Addition to Seller's Closing Documents
- ☐ Exhibit "D" Seller's Warranties and Representations

17. Special Stipulations. The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

☐ (Mark box if additional pages are attached.)

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395 Title: _____
 396 Entity: _____
 397 _____ at _____ o'clock ☐ am/ ☐ pm
 398 Date
 399

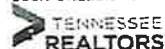
400 **Binding Agreement Date.** This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date")
 401 the last offeror, or licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was
 402 received by Paul LeBel on 2/6/24 at 1:30 o'clock ☐ am/ ☒ pm

For Information Purposes Only:

<u>c21 Massengill-McCorm</u>	<u>LeBel Commercial Realty</u>
Listing Company	Selling Company
<u>Rix Massengill</u>	<u>Paul M. LeBel</u>
Independent Licensee	Independent Licensee
<u>Rix @ C21 MMR.com</u>	<u>paul@lebelcommercial.com</u>
Licensee Email	Licensee Email
<u>423-231-8750</u>	
Licensee Cellphone No.	Licensee Cellphone No.

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