

**WORK SESSION AGENDA**  
**March 19, 2024**  
**4:00 p.m.**

1. Agenda Review and Citizen Forum

**AGENDA**  
**CITY OF MORRISTOWN, TENNESSEE**  
**CITY COUNCIL MEETING**  
**March 19, 2024**  
**5:00 p.m.**

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Reverend Benny Jones, Morristown Police Dept. Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **ADOPTION OF AGENDA**

6. **PROCLAMATIONS/PRESENTATIONS**

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

8. **APPROVAL OF MINUTES**

1. March 5, 2024

9. **OLD BUSINESS**

1. Ordinance 4757 - Discussion to Bring Back from Table  
Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of a portion of Hamblen County Tennessee Tax Parcel # 034G A 01702 000 (East Andrew Johnson Highway/Chestnut Avenue).

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

10. **NEW BUSINESS**

## 10-a. Resolutions

### 1. Resolution 2024-09

Being a Resolution of the City of Morristown, Tennessee approving the legal representation agreement for the Insulin Class Action Lawsuit.

## 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 as shown on the Shade-Wilder Subdivision recorded as Plat B, page 66 in the Hamblen County Courthouse and, as shown on the attached Exhibit A (Between Witt Road and Railroad).

**{Public Hearing date April 2, 2024}**

### 2. Ordinance No. \_\_\_\_\_

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

**{Public Hearing date April 2, 2024}**

### 3. Ordinance No. 4757

Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of a portion of Hamblen County Tennessee Tax Parcel # 034G A 01702 000 (East Andrew Johnson Highway/Chestnut Avenue). Consideration of this Ordinance is contingent on approval to bring item back from the table.

**{Public Hearing date April 2, 2024}**

## 10-c. Awarding of Bids/Contracts

1. Acknowledge receipt of bids for Getac Notebook Computers and accept the bid from SOS Computers, LLC as the best bid; authorize the purchase of twenty-four (24) Getac Notebook Computers, totaling \$51,783.12.
2. Approval to declare Police Vehicle #313, 2016 Dodge Charger (VIN#2C3CDXAG6GH347476) as surplus and accept a total loss insurance payment of \$14,829.75.
3. Approve a ground lease between the City of Morristown and Southern Flyers EAA Chapter 1494, Inc. to allow for the construction of a hangar as depicted in the proposed agreement. The Morristown Regional Airport Commission recommended approval on February 26, 2024.
4. Approve Work Authorization No. 8 for Goodwyn Mills Cawood to provide engineering services relative to the proposed construction of a hangar by EAA. The Morristown Regional Airport Commission recommended approval at the February 26, 2024 commission meeting.

5. Acknowledge the public comment period beginning April 1, 2024 and the public hearing date of April 11, 2024 for the CDBG 2024-2028 Consolidated Plan.
6. Approval of Inspection and Maintenance Agreement (I&M) with T. Phillip Carlyle for Lots 1 and 2 of The Reserve Townhome Development, Morristown, Tennessee.

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

**10-e. New Issues**

**11. CITY ADMINISTRATOR'S REPORT**

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

**13. ADJOURN**

**WORK SESSION  
March 19, 2024**

1. Draft Consolidated Plan - Presented by Consultant, Kimberly Roberts with BluLynx

**City Council Meeting/Holiday Schedule.**

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
June 18, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
June 18, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
June 19, 2024	Wednesday		City Center Closed – Observance of Juneteenth
July 2, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
July 2, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 4, 2024	Thursday		City Center Closed – Observance of Independence Day

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
March 5, 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, March 5, 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 Mark Campbell, Morristown Police Department Master Chaplain led in the invocation. Councilmember A'Hearn led the "Pledge of Allegiance".

During Adoption of Agenda, Councilmember Bivens made a motion to add an item to the agenda as 10c7 "Authorize repair to Recycle Truck #599". Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye". Councilmember A'Hearn then made a motion to adopt the March 5, 2024, agenda as amended. Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

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

Councilmember A'Hearn made a motion to approve the February 20, 2024, minutes as circulated. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Ordinance 4771. No one spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 4771 on second and final reading. Councilmember K. Senter seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 4771**

**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.**

A Public Hearing was held relating to Ordinance 4772. No one spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 4772 on second and final reading. Councilmember K. Senter seconded the motion and upon roll call; all voted “aye”.

**Ordinance No. 4772**

**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.**

A Public Hearing was held relating to Ordinance 4773. No one spoke.

Councilmember A'Hearn made a motion to approve Ordinance No. 4773 on second and final reading. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

**Ordinance No. 4773**

**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).**

Councilmember Bivens made a motion to acknowledge receipt of bids for twelve (12) 2023 Ford Interceptors, accept the bid from OC Welch Ford Lincoln as the best and lowest bid, and authorize a one-time purchase totaling with delivery \$508,690.00. Councilmember J. Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember K. Senter made a motion to acknowledge Tennessee Department of Transportation Aeronautics Grant Contract for the Southern Hangar Development Site Prep Design, AERO-23-283-00 in the amount of \$88,825.00 with local match of \$4,675.00. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve Work Authorization No. 6 for Goodwyn Mills Cawood to provide preliminary engineering and environmental services in anticipation of rehabilitation work on certain areas of the airport apron. The Morristown Regional Airport Commission recommended approval at its February 26, 2024 meeting. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember A'Hearn made a motion to approve Work Authorization No. 7 with Goodwyn Mills Cawood in the amount of \$10,000.00 to perform general engineering and technical assistance services for the Morristown Regional Airport in calendar year 2024. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve an amendment to the maintenance agreement with KONE to include ongoing elevator service at Morristown Landing and authorize the City Administrator to execute said amendment. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the Interlocal Agreement for non-disaster related and/or recurring sharing of law enforcement resources between the Morristown Police Department and the following agencies. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

- a. Bean Station Police Department
- b. Cocke County Sheriff's Office
- c. Greene County Sheriff's Department
- d. Hamblen County Sheriff's Department
- e. Hawkins County Sheriff's Department
- f. Jefferson City Police Department
- g. New Market Police Department
- h. Newport Police Department

Councilmember A'Hearn made a motion to authorize the repair to Recycle Truck #599 by Clarke Power Services as a sole source purchase in an amount not to exceed \$17,000. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Gary Chesney adjourned the March 5, 2024, Morristown City Council meeting at 5:28 p.m.

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Mayor

Attest:

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City Administrator

# The City of Morristown

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## Community Development & Planning



TO: Morristown City Council  
Andrew Ellard, City Administrator  
FROM: Lori Matthews, Senior Planner  
DATE: March 19<sup>th</sup>, 2024  
REQUEST: Rezoning Timeline

### **JULY 13, 2023**

Property owner Shannon Greene submitted an application to Planning Staff to have a portion of his property rezoned from R-1 (Single-Family Residential) to IB (Intermediate Business). The subject property fronts East Andrew Johnson Highway and is located between the Bible Insurance Building (property) and Morningside Extension Subdivision.

### **AUGUST 8, 2023**

The rezoning request went before the Morristown Regional Planning Commission for their recommendation to City Council. The vote taken was 8 in favor, 1 opposed, contingent on the applicant submitting a subdivision plat showing defined boundaries of request area.

### **AUGUST 15<sup>TH</sup>, 2023**

The rezoning request was placed on the City Council agenda for first reading; the request was not discussed but was immediately tabled (by Councilman Pedigo); therefore, no official first reading was held.

### **MARCH 19<sup>TH</sup>, 2024**

If brought back from the table the rezoning request will be considered on first reading and the public hearing date set.

# The City of Morristown

## Community Development & Planning



TO: Morristown City Council  
FROM: Lori Matthews, Senior Planner  
DATE: August 15<sup>th</sup>, 2023  
REQUEST: Rezoning Request

### **SUBMITTAL:**

Property owner Shannon Greene is requesting that a portion of his property which fronts East Andrew Johnson Highway be rezoned from its current designation of R-1 (Single Family Residential) to IB (Intermediate Business). The subject site is located north of Morningside Subdivision between the Bible Insurance building and Priceless Foods.

A request to rezone this site came before the Planning Commission in October of 2021. The request at that time was to rezone the entire site from R-1 to R-2 (Medium Density Residential). The applicant sought the new zoning designation in order to construct apartments. The Planning Commission at that time recommended the request be denied to the City Council. The applicant decided to withdraw the request.

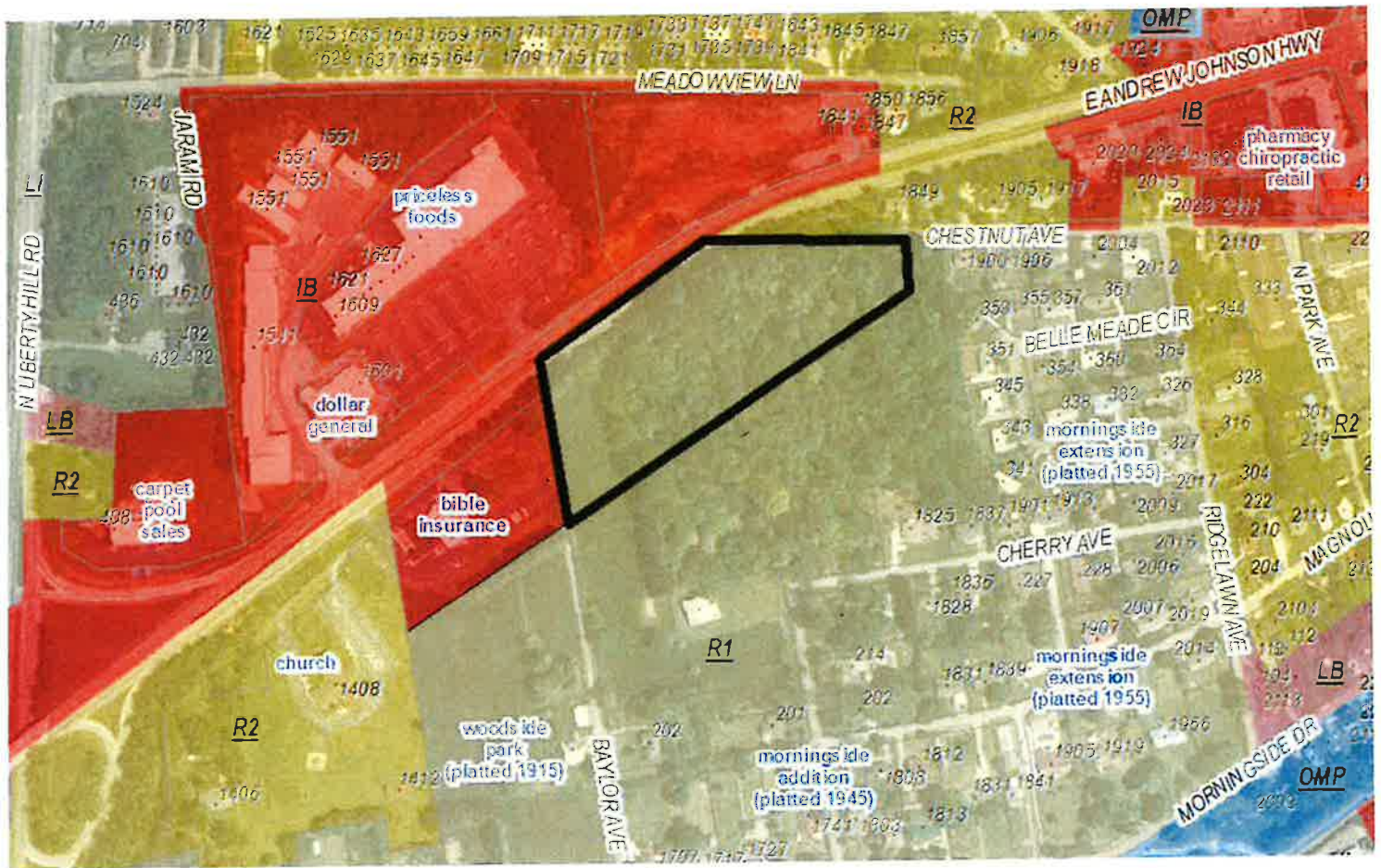
The current request is to rezone only the front 7+/- acres of the 15-acre parcel, the boundary of which would be approximately 350 south of East Andrew Johnson Highway, essentially an extension of the existing commercial district to the west. The entire site has been deforested and is completely vacant. The subject site fronts a major highway with traffic counts of 18,000 per day within that area. As would be expected along a busy thoroughfare, properties both to the north and west of the site, are used and zoned for commercial activity (Intermediate Business). Morningside Subdivision, a single-family residential subdivision platted in the early to mid-1950's, surrounds the remainder of the site and is zoned R-1 (Single Family Residential).

### **RECOMMENDATION:**

As this request fronts existing commercial land uses along a major arterial (East Andrew Johnson Highway), Staff asked the Planning Commission to forward a recommendation to approve to the City Council, which they did at their August 8<sup>th</sup> meeting. Should this request be approved by the City Council, a boundary survey plat will be required to be submitted by the applicant showing the definitive boundaries of the request area.

View from East Andrew Johnson Highway





Zoning Map

View from south to Chesnut Ave



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

{Rezoning of a portion of Hamblen County Tennessee Tax Parcel # 034G A 01702 000  
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 IB (Intermediate Business);

That portion of Hamblen County Tax Parcel ID # 034G A 01702 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 uses exclusively.

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

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

Passed on first reading this 15<sup>th</sup> day of August, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

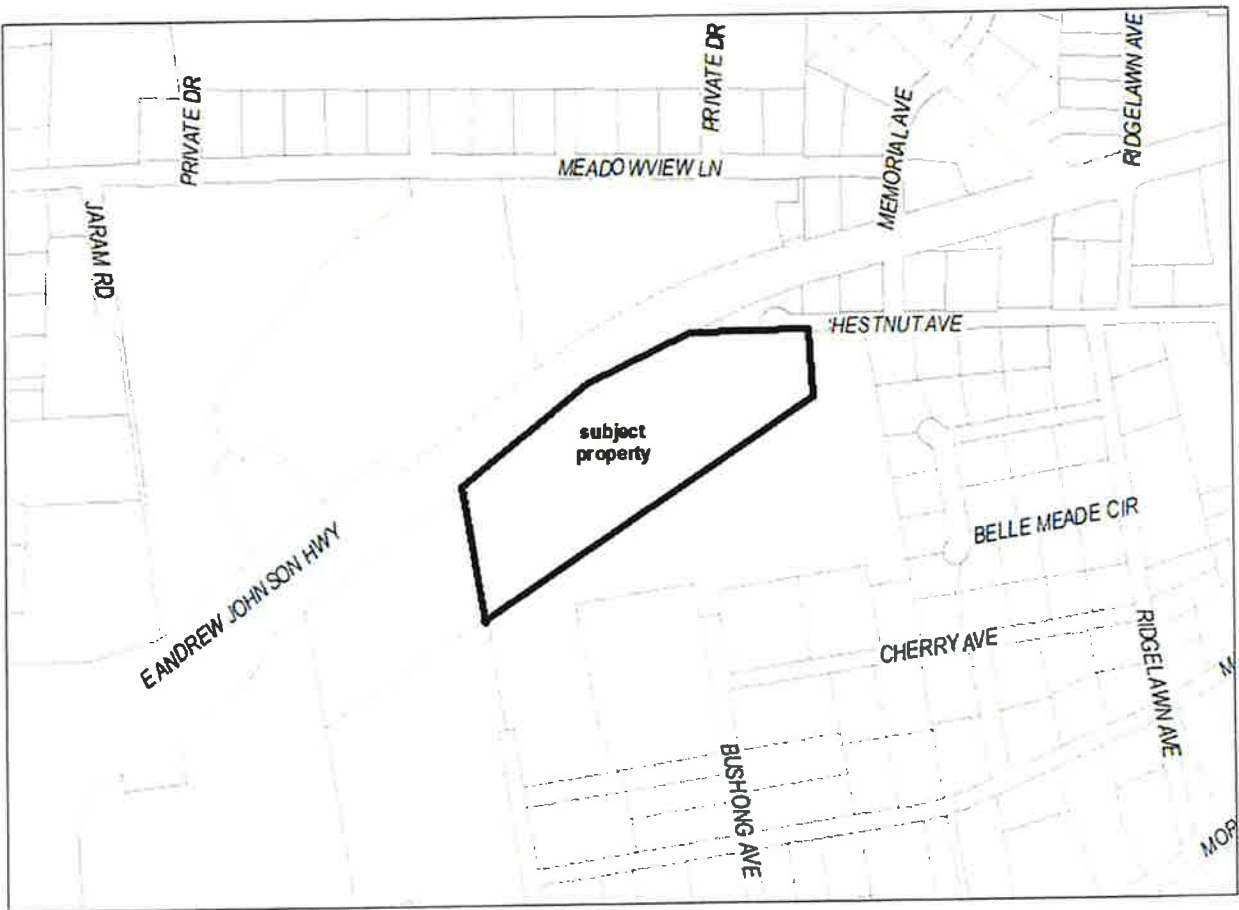
Passed on second and final reading this 5<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

**Exhibit A:**



## **CITY OF MORRISTOWN, TENNESSEE**

### **RESOLUTION NO. 2024-09**

#### **BEING A RESOLUTION OF THE CITY OF MORRISTOWN, TENNESSEE APPROVING THE LEGAL REPRESENTATION AGREEMENT FOR THE INSULIN CLASS ACTION LAWSUIT**

Be it resolved by the City Council for the City of Morristown, Tennessee that the City of Morristown shall enter into the attached Authority to Represent document related to its legal representation in an insulin class action lawsuit.

The City further states as follows:

**WHEREAS**, the City Council for the City of Morristown, Tennessee has the authority to approve resolutions with respect to the prosecution of any legal claim against manufacturers of insulins and other diabetic medication, against the pharmacy benefit managers (“PBMs”) and/or any other entities and their executives based upon their actions in fixing prices, engineering kickbacks, and engaging in other antitrust violations or other wrongdoings with respect to insulin and other diabetic medication;

**WHEREAS**, there exists a potential harm to the City of Morristown as a result of the insulin pricing scheme for the relevant time period alleged to the present time;

**WHEREAS**, the violation of any laws of the State of Tennessee, or of the United States of America controlling the pricing of insulin is inimical, harmful, and adverse to the City of Morristown;

**WHEREAS**, the City Council for the City of Morristown, Tennessee has the authority to abate, or cause to be abated, any harm caused by the insulin pricing scheme; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council for the City of Morristown, Tennessee on the date stated herein, that the Authority to Represent attached to this Resolution as Exhibit A is hereby approved.

Passed this 19<sup>th</sup> day of March, 2024.

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Gary Chesney, Mayor

ATTEST:

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City Administrator, Andrew Ellard

## **AUTHORITY TO REPRESENT**

RE: City of Morristown, Tennessee civil suit against those legally responsible for the wrongful distribution of prescription insulin, or the generics.

The City Council for the City of Morristown, Tennessee (hereinafter "CLIENT") hereby retains the law firm MCHUGH FULLER LAW GROUP, PLLC, pursuant to the Tennessee Rules of Professional Conduct, on a contingent fee basis, to pursue **all** civil remedies against those in the chain of distribution of Insulin and the price fixing of the product in Morristown City, Tennessee, including, but not limited to, filing a claim for price fixing, RICO, and any other civil remedies allowed to abate the damages caused thereby. **Michael J. Fuller, Esq.** of the law firm FARRELL AND FULLER LAW GROUP, PLLC, shall serve as LEAD COUNSEL. CLIENT authorizes lead counsel to employ and/or associate additional counsel, with consent of CLIENT, to assist LEAD COUNSEL in the just prosecution of the case. CLIENT consents to the participation of the following firms:

FARRELL AND FULLER  
270 MUNOZ RIVERA AVENUE, SUITE 201  
SAN JUAN, PR 00918

JESSEE LAW OFFICE  
CRYSTAL JESSEE  
120 N. Main Ext.  
Greeneville, Tennessee

GREG BROWN  
LOWE YEAGER BROWN LLC  
920 VOLUNTEER LANDING  
SUITE 200  
KNOXVILLE, TN 37915

In consideration, CLIENT agrees to pay thirty three percent (33%) of the total recovery (gross) in favor of the CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. CLIENT grants Attorneys an interest in a fee based on the gross recovery. If a court awards attorneys' fees, Attorneys shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. **There is no fee if there is no recovery.**

FARRELL AND FULLER LAW GROUP, PLLC and the other law firms, hereinafter referred to as the "Attorneys," agree to advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside

contractor for those services, will be deducted from any recovery after the contingent fee is calculated. **There is no reimbursement of litigation expenses if there is no recovery.**

The CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the Attorneys, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

This litigation is intended to address a significant problem in the community. The litigation focuses on the manufacturers, distributors, retailers and pharmacy benefit managers and their role in the price fixing of insulin to drive up the cost for the counties that self-fund their health insurance. There is no easy solution. Many of the facts of the case are locked behind closed doors. The billion-dollar industry denies liability. The litigation will be very expensive and the litigation expenses will be advanced by the Attorneys with reimbursement contingent upon a successful recovery. The outcome is uncertain, as is all civil litigation, with compensation contingent upon a successful recovery. Consequently, there must be a clear understanding between the CLIENT and the Attorneys regarding the definition of a “successful recovery.” Based upon the City’s request, the City and Counsel will not pursue pharmacies in the city that are locally owned and locally managed. Also, the City requests and we agree that any proposed settlement or resolution of the matter, other than by a fully adjudicated contested judgment which has become final, must be approved in writing by the client. The client agrees that they will not enroll in any other litigation concerning the price fixing of insulin, with any other firms, while this lawsuit is pending.

The Attorneys intend to present a damage model designed to abate the price fixing crisis. This damage model may take the form of money damages or equitable remedies (e.g., abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past for the overpricing of insulin, that has led counties to pay substantially more for the product, and health insurance for their citizens. The CLIENT agrees to compensate the Attorneys, contingent upon prevailing, by paying 33% of any settlement/resolution/judgment, in favor of the CLIENT, whether it takes the form of monetary damages or equitable relief. For instance, if the remedy is in the form of monetary damages, CLIENT agrees to pay 33% of the gross amount to Attorneys as compensation and then reimburse the reasonable litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund), CLIENT agrees that the first 33% of the relief shall be paid to Attorneys as compensation for their legal services and reasonable litigation expenses. To be clear, Attorneys shall not be paid nor receive reimbursement from public funds. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee. Under no circumstances shall the CLIENT be obligated to pay any Attorneys fee or any litigation expenses except from moneys expended by defendant(s) pursuant to the resolution of the CLIENT’s claims.

The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by the CLIENT. Any division of fees will be governed by the Tennessee Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for

the representation; (2) the CLIENT agrees to the arrangement, and the agreement is confirmed in writing; and (3) the total fee is reasonable.

LEAD COUNSEL shall appoint a contact person to keep the CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by the CLIENT. The CLIENT at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation. For your city, the contact person will be Crystal Jessee, from the Jessee Law Firm.

Upon conclusion of this matter, LEAD COUNSEL shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as required in Rule 1.5 (e) of the Tennessee Rules of Professional Conduct. The closing statement shall be signed by the CLIENT and each attorney among whom the fee is being divided.

Nothing in this Agreement and nothing in the Attorneys' statement to the CLIENT may be construed as a promise or guarantee about the outcome of this matter. The Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

SIGNED, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY of MORRISTOWN, TENNESSEE**

By: \_\_\_\_\_  
City Mayor

Accepted:

FARRELL AND FULLER  
270 MUNOZ RIVERA AVENUE, SUITE 201  
SAN JUAN, PR 00918

By \_\_\_\_\_ Date \_\_\_\_\_  
Michael J. Fuller, Esq.

*Lead Counsel*

Local Counsel:

CRYSTAL JESSEE  
JESSEE LAW OFFICE  
120 NORTH MAIN EXT.  
GREENEVILLE, TN 37745

And

GREG BROWN  
LOWE YEAGER BROWN LLC  
920 VOLUNTEER LANDING  
SUITE 200  
KNOXVILLE, TN 37915

# The City of Morristown

## Community Development & Planning



TO: City Council  
City Administrator, Andrew Ellard  
FROM: Lori Matthews, Senior Planner  
DATE: March 19<sup>th</sup>, 2024  
REQUEST: Right-of-Way Vacating Request

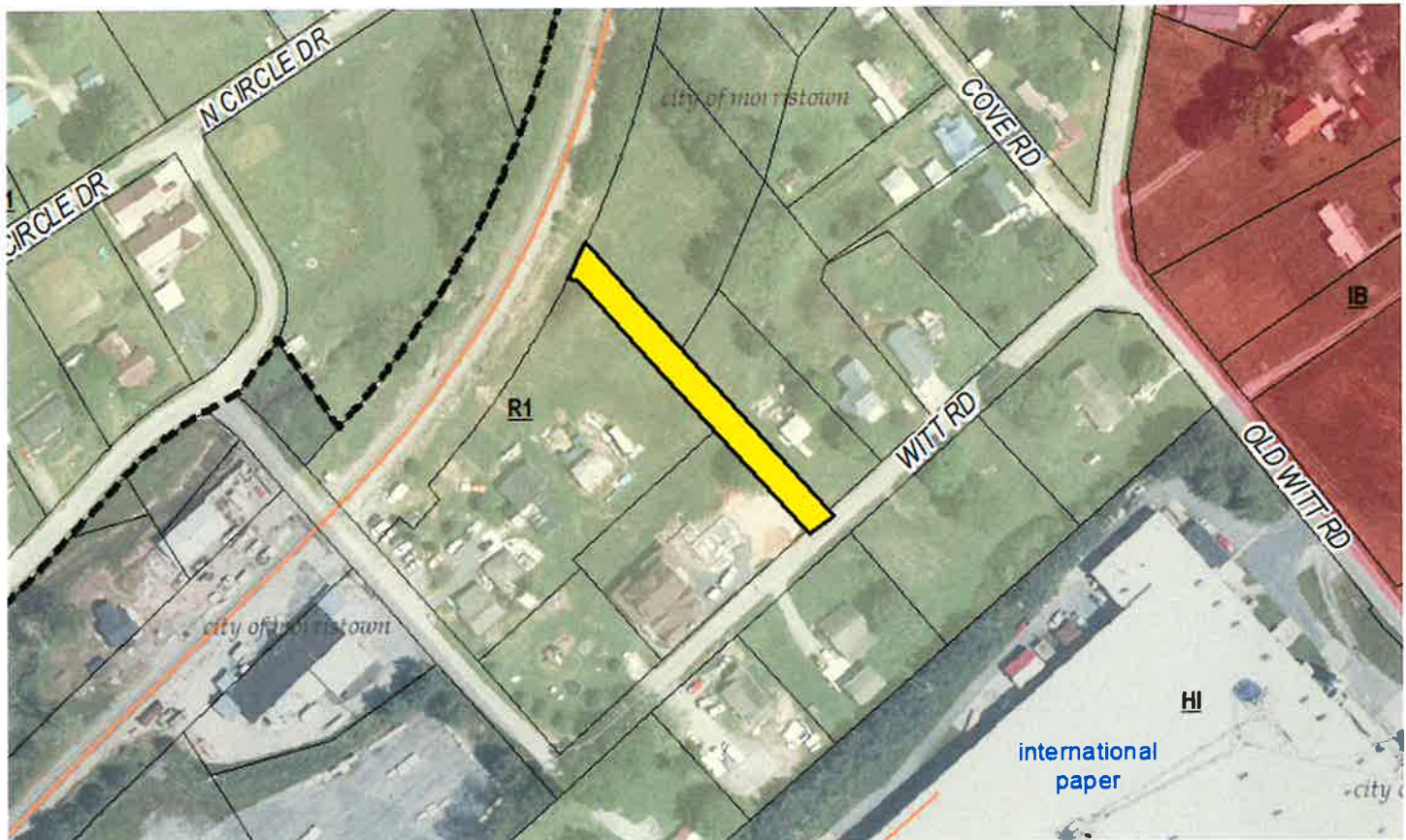
### SUBMITTAL:

Mr. Ceasar Soto has requested the City abandon an unmaintained right-of-way which divides his properties along Witt Road. The right-of-way is approximately 360 feet in length and 25-feet wide, travelling north from Witt Road and ending at the Norfolk-Southern Railway right-of-way.

Neither the City's Public Works Department nor Morristown Utilities has voiced any concerns over this request.

### RECOMMENDATION:

The Morristown Regional Planning Commission at their March 12<sup>th</sup> meeting voted unanimously to forward the request on to City Council with a favorable recommendation.



State of Tennessee, Hamblen County  
 Received for record **APR 3 1947**  
 at **10:38 AM**. Noted in Note Book **D**  
 page **355**, and recorded in **Plot**

ORDINANCE NO. \_\_\_\_\_

ENTITLED AN ORDINANCE TO CLOSE AND VACATE CERTAIN  
RIGHTS-OF-WAYS WITHIN THE CITY OF MORRISTOWN  
*{ as shown on the Shade-Wilder Subdivision recorded as Bplat, page 66 in the  
Hamblen County Courthouse and, as 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:

*A 25-foot public street extending from the Norfolk-Southern Railroad right-of-  
way to (formerly) Old Dandridge-Greenville Road, (now called Witt Road), as  
shown on the Shade Wilder Subdivision, recorded as Book Bplat, page 66 in  
the Hamblen County Courthouse;*

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 19th day of March, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

Passed on second and final reading this 2cd day of April, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

Exhibit A:



# The City of Morristown

## Community Development & Planning

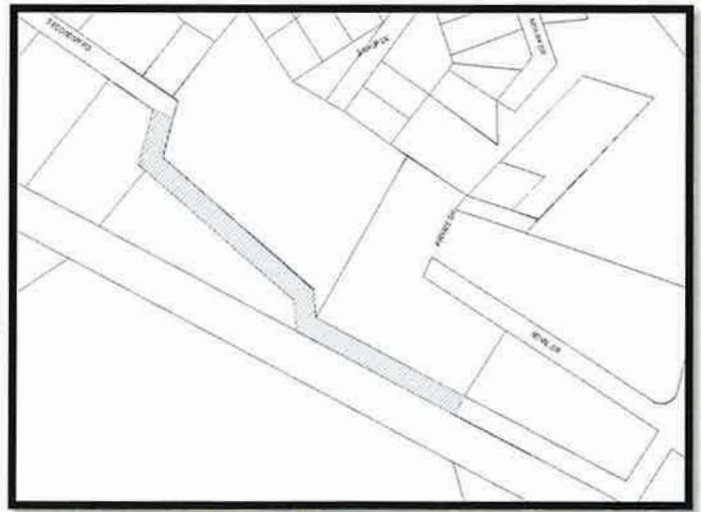


TO: Morristown City Council  
FROM: Josh Cole, Senior Planner  
DATE: March 19<sup>th</sup>, 2024  
SUBJECT: Right-of-Way Closure Request  
A Portion of South Economy Road

### **BACKGROUND:**

Staff has received a request from Mr. Fernando Herrera to close a portion of the South Economy Road right-of-way (ROW) that is adjacent to his property. After looking at this request, staff is proposing to extend the closure request to include the ROW south of the large vacant tract that is to the east of Mr. Herrera's property. The existing developed portion of S. Economy Road ends at the western boundary of Mr. Herrera's property and the rest of this ROW is undeveloped.

This ROW and surrounding properties were annexed into the city in 2007. It has an office and laydown yard for a construction business being developed to the west, vacant property and the railroad to the south, and vacant property to the north. Additionally, there are no utilities within this ROW.



### **RECOMMENDATION:**

Staff recommends approval of this request and Planning Commission voted in support of this request at their March monthly meeting.

ORDINANCE NO. \_\_\_\_\_

ENTITLED AN ORDINANCE TO CLOSE AND VACATE CERTAIN  
RIGHTS-OF-WAYS WITHIN THE CITY OF MORRISTOWN  
*{Portion of the South Economy Road right-of-way with the general location  
being shown on the attached Exhibit A}*

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 S. Economy Road right-of-way, Parcel 030.00 of Hamblen County Tax Map 041F Group E, and Parcel 037.13 of Hamblen County Tax Map 041F Group E; Thence heading in a southeasterly direction along the common boundary shared by the S. Economy Road right-of-way and Parcel 030.00 of Hamblen County Tax Map 041F Group E to the point of intersection of the S. Economy Road right-of-way, Parcel 030.00 of Hamblen County Tax Map 041F Group E, and Parcel 028.01 of Hamblen County Tax Map 041F Group E; Thence continuing in a southeasterly direction along the common boundary shared by the S. Economy Road right-of-way and Parcel 028.01 of Hamblen County Tax Map 041F Group E to the point of intersection of the S. Economy right-of-way, Parcel 028.01 of Hamblen County Tax Map 041F Group E, and Parcel 029.00 of Hamblen County Tax Map 041F Group E; Thence heading in a southern direction to the point of intersection of the S. Economy right-of-way, Parcel 031.00 of Hamblen County Tax Map 041F Group E, and the Southern Railway right-of-way; thence heading in a northwesterly direction along the common boundary shared by the S. Economy Road right-of-way and Parcel 031.00 of Hamblen County Tax Map 041F Group E to the point of intersection of the S. Economy Road right-of-way, Parcel 031.00 of Hamblen County Tax Map 041F Group E, and Parcel 032.00 of Hamblen County Tax Map 041F Group E; Thence continuing in a northeasterly direction along the common boundary shared by the S. Economy Road right-of-way and Parcel 032.00 of Hamblen County Tax Map 041F Group E approximately 150'; Thence heading in a easterly direction across the S. Economy 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 19<sup>th</sup> day of March 2024.

---

Mayor

ATTEST:

---

City Administrator

Passed on second and final reading this the 2<sup>nd</sup> day of April 2024.

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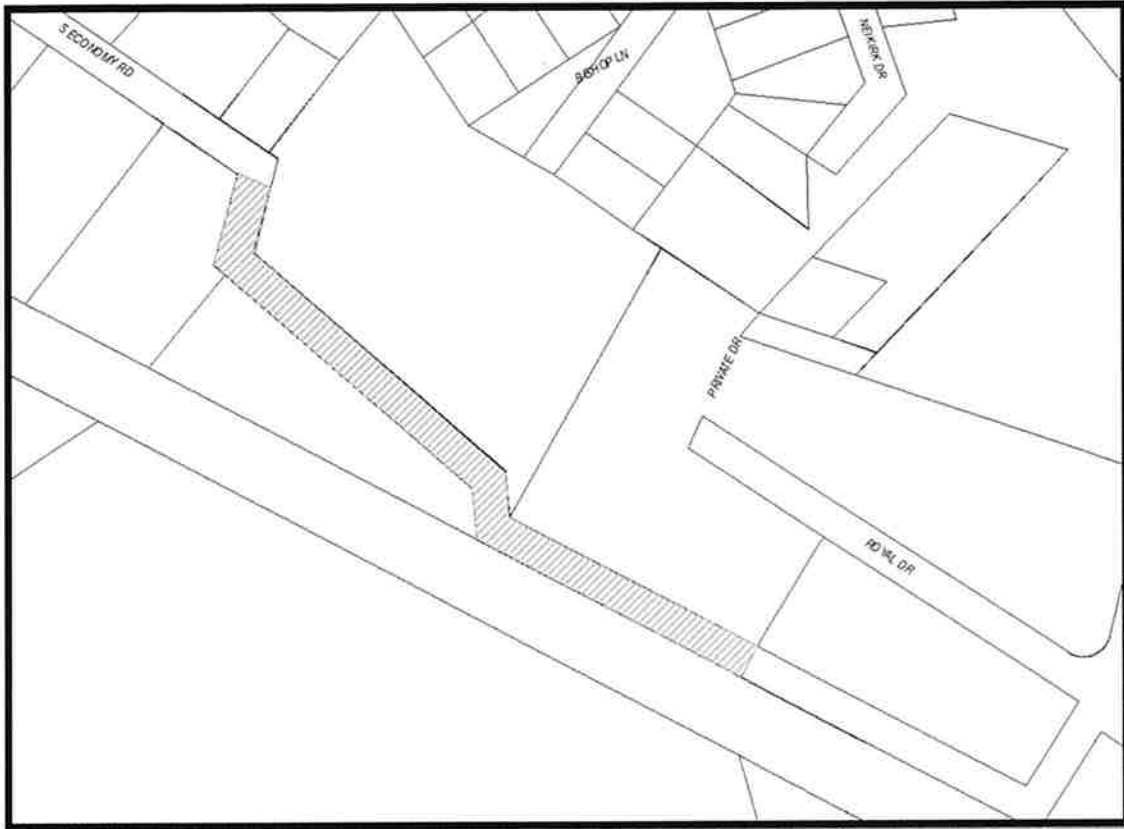
Mayor

ATTEST:

---

City Administrator

Exhibit A:



# The City of Morristown

## Community Development & Planning



TO: Morristown City Council  
FROM: Lori Matthews, Senior Planner  
DATE: March 19<sup>th</sup>, 2024  
REQUEST: Rezoning Request

### **SUBMITTAL:**

Property owner Shannon Greene is requesting that a portion of his property which fronts East Andrew Johnson Highway be rezoned from its current designation of R-1 (Single Family Residential) to IB (Intermediate Business). The subject site is located north of Morningside Subdivision between the Bible Insurance building and Priceless Foods.

A request to rezone this site came before the Planning Commission in October of 2021. The request at that time was to rezone the entire site from R-1 to R-2 (Medium Density Residential). The applicant sought the new zoning designation in order to construct apartments. The Planning Commission at that time recommended the request be denied to the City Council. The applicant decided to withdraw the request.

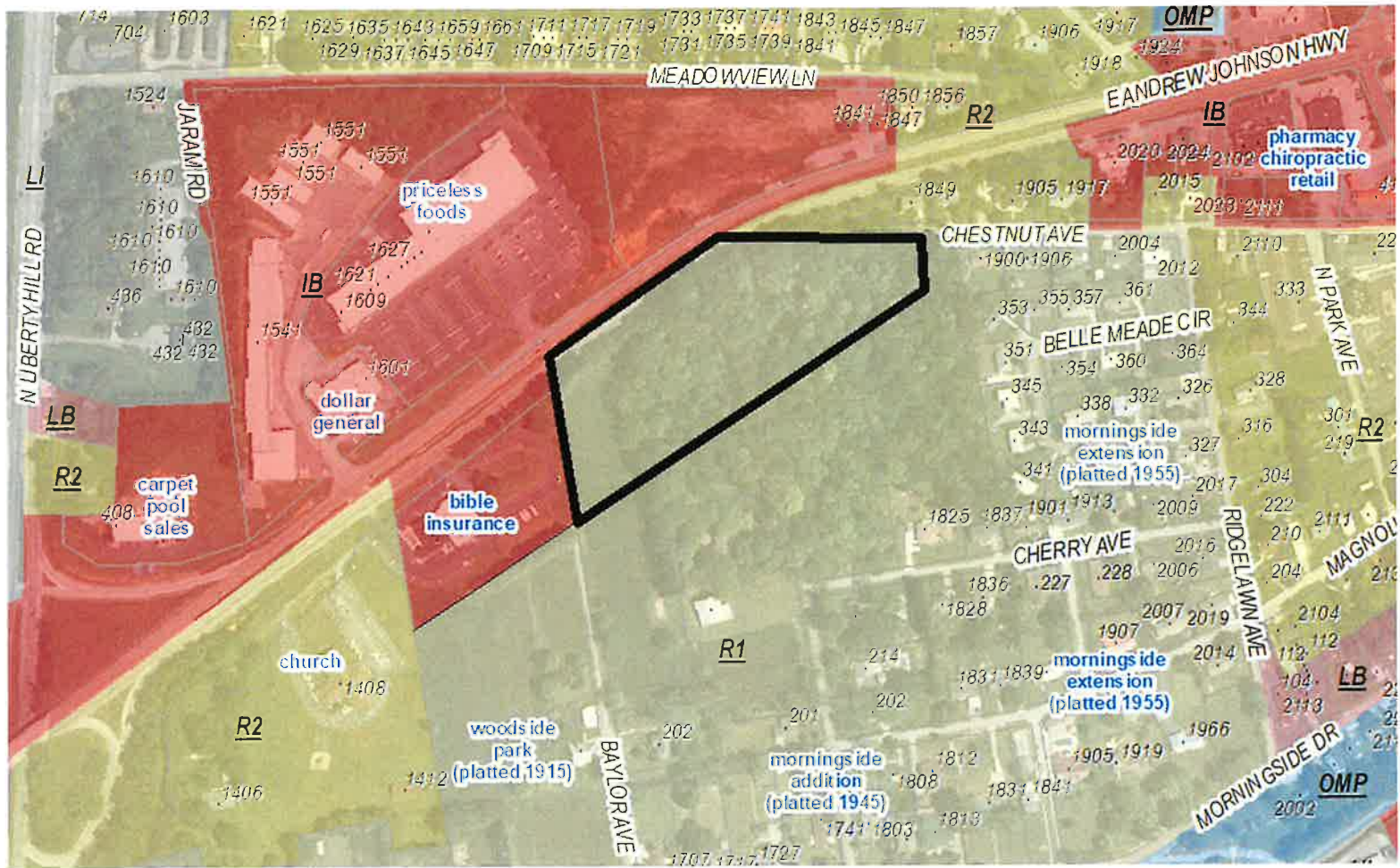
The current request is to rezone only the front 7+/- acres of the 15-acre parcel, the boundary of which would be approximately 350 south of East Andrew Johnson Highway, essentially an extension of the existing commercial district to the west. The entire site has been deforested and is completely vacant. The subject site fronts a major highway with traffic counts of 18,000 per day within that area. As would be expected along a busy thoroughfare, properties both to the north and west of the site, are used and zoned for commercial activity (Intermediate Business). Morningside Subdivision, a single-family residential subdivision platted in the early to mid-1950's, surrounds the remainder of the site and is zoned R-1 (Single Family Residential).

### **RECOMMENDATION:**

As this request fronts existing commercial land uses along a major arterial (East Andrew Johnson Highway), Staff asked the Planning Commission to forward a recommendation to approve to the City Council, which they did at their August 8<sup>th</sup> meeting. Should this request be approved by the City Council, a boundary survey plat will be required to be submitted by the applicant showing the definitive boundaries of the request area.

View from East Andrew Johnson Highway





Zoning Map

View from south to Chesnutt Ave



ORDINANCE NO. 4757

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

{Rezoning of a portion of Hamblen County Tennessee Tax Parcel # 034G A 01702 000 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 IB (Intermediate Business);

That portion of Hamblen County Tax Parcel ID # 034G A 01702 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 Intermediate Business (IB) uses exclusively.

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

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

Passed on first reading this 19<sup>th</sup> day of March, 2024.

---

Mayor

ATTEST:

---

City Administrator

Passed on second and final reading this 2<sup>nd</sup> day of April, 2024.

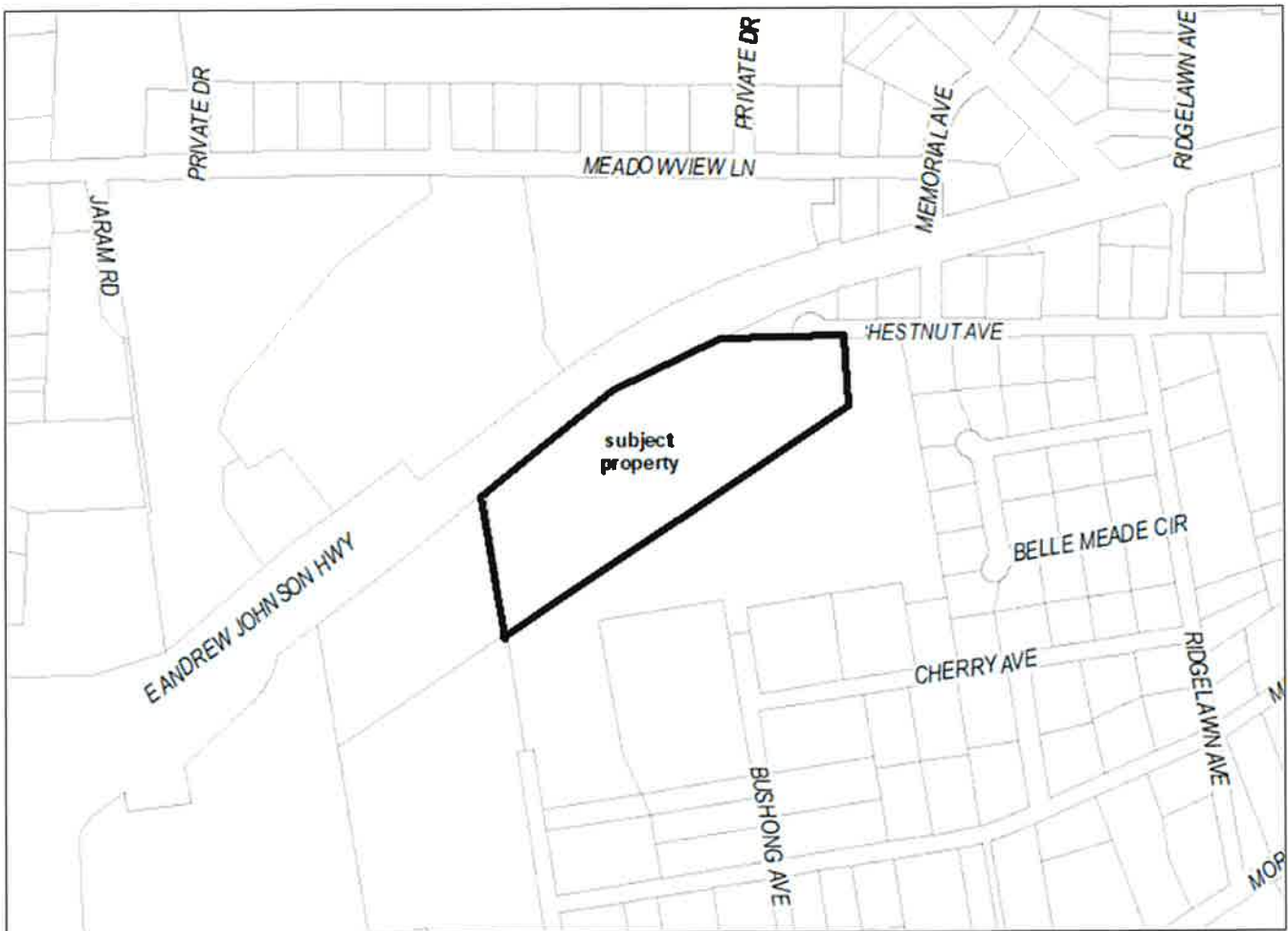
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Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

**Exhibit A:**





## Morristown City Council Agenda Item Summary

**Date:** March 19, 2024

**Agenda Item:** Acknowledge receipt of bids for Getac Notebook Computers and accept the bid from SOS Computers, LLC as the best bid; authorize the purchase of twenty-four (24) Getac Notebook Computers, totaling \$51,783.12

**Prepared By:** Jeanna Vanek

**Subject:** Getac Notebook Computers

**Background:** The City of Morristown IT Department budgets annually for the replacement of computers for employee use. This is to replace computers that are on a four-year cycle.

**Findings/Current Activity:**

An invitation to bid was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. The City received two (2) responses. One additional response arrived two days after the deadline and was disqualified. SOS Computers LLC provided the best bid for the Getac Notebook Computers.

**Financial Impact:**

FY 24 budget provides for the purchase of this equipment.

**Action options/Recommendations:**

Acknowledge bids, award the bid to SOS Computers LLC and authorize the purchase of notebook computers, totaling \$51,783.12.

**Attachment:** Bid tabulation

**Getac Notebook Computer  
BID TAB  
March 5, 2024**

<b>Vendor</b>	<b>Price per Computer</b>	<b>Adapter</b>	<b>Total Price per Computer</b>
SOS Computers / Technology Express	\$1,993.79	\$163.84	\$2,157.63
Wisecom Technologies Inc*	\$2,175	\$180	\$2,355

\*Wisecom Technologies did not initial all pages, and did not mark all of the comply boxes as well

\*\* One additional response arrived two days after the deadline and was disqualified



## Morristown City Council Agenda Item Summary

**Date:** March 8, 2024

**Agenda Item:** 2016 Dodge Charger

**Prepared By:** Larry Clark

**Subject:**

2016 Dodge Charger (Unit 313)

VIN# 2C3CDXAG6GH347476

Mileage 89,617

**Background/History:**

Occupied patrol vehicle was struck in the rear while officer was working a traffic crash on 25E. Other drivers' insurance company totaled the vehicle. State Farm will pay the city \$14,829.75.

**Findings/Current Activity:** Police vehicle was totaled. Will need approval of being surplus.

**Financial Impact:** Damage to patrol vehicle \$14,829.75. Will have to replace vehicle from one in the fleet.

**Action options/Recommendations:** Approval of surplus vehicle, Police Car

**Attachment:**



## Morristown City Council Agenda Item Summary

**Date:** March 19, 2024

**Agenda Item:** Approve a ground lease between the City of Morristown and Southern Flyers EAA Chapter 1494, Inc. to allow for the construction of a hangar as depicted in the proposed agreement. The Morristown Regional Airport Commission recommended approval on February 26, 2024.

**Prepared By:** Andrew Ellard

**Subject:** Airport Ground Lease – EAA

**Background:** The Experimental Airplane Association (EAA) has long been in search of more space – and dedicated space – in which they can take on all the projects and programs they would like to with their local chapter. The Chapter is very active with youth and adult programs alike and regularly hosts community events at the airport. City Council approved a similar agreement in November 2023 for the EAA, which would have required the EAA to construct additional taxilane. This agreement would replace the prior.

### Findings/Current Activity:

The proposed ground lease allows for the construction of an approximate 70' by 100' hangar east of the TCAT hangar and classroom buildings. Plans will require the replacement of the existing tractor shed to a new location.

### Financial Impact:

The Airport Commission having established a new standard ground lease rate of \$0.25 per square foot per year, the anticipated maximum leased area (including building, buffer space, apron, and parking) will be 10,500 square feet. Thus, rent will be \$218.75 per month, which will be reassessed based on final construction. Rent will also be reassessed every 5 years of the 25-year term. At the end of term, the City owns the building.

### Action options/Recommendations:

Approve lease agreement.

**Attachment:** Ground Lease

MORRISTOWN AIRPORT  
BUILDING SITE/HANGAR LEASE AGREEMENT

This Agreement is entered into this **19th day of March, 2024**, between the CITY OF MORRISTOWN, TENNESSEE, herein called Lessor, and **SOUTHERN FLYERS EAA CHAPTER 1494, INC., a Tennessee Nonprofit Corporation**, herein called Lessee.

THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE RENTAL BY LESSOR OF UNIMPROVED LAND TO THE LESSEE.

1. **TERMS:** This Agreement shall commence **on the effective date, the 19th day of March, 2024, and shall** remain in effect for a period of twenty-five (25) years **from the date of a certificate of occupancy, the date of actual occupancy, or April 1, 2026, whichever is earliest, with certain exceptions noted herein. Should the Lessee not begin vertical construction within 24-months of the effective date as a result of construction delays or supply chain disruptions, this Lease shall be terminated.** If this Lease shall be in force and effect on the date of expiration of the original term, and Lessee shall have on that date fully complied with all the conditions contained herein, Lessee may request that negotiations to execute a new lease be conducted. Lessee shall give request to Lessor in writing at least ninety days prior to the expiration of the original Lease. The Lessee shall provide the most current address and telephone number along with information regarding how to contact them in case of emergency.

2. **RENT:** Lessee shall pay as rent to the City of Morristown for the use of the leased Premises, the amount of **\$ 218.75 per month beginning January 1, 2025, OR on the first day of the month following a certificate of occupancy, OR on the first day of the month following actual occupancy, whichever is earliest, and shall remain the monthly rent during the first five years of the term.**

Rent is based on the Airport Commission and/or Lessor's established policy to charge **\$0.25** per square foot of ground lease area per year, which may be amended periodically. Prior to completion of the Project, the Rent amount above shall be adjusted based on the final, as-built facility, to include the structure plus an approximate 20-foot width apron running the full length of the building and an approximate five (5) foot buffer around the building for access and maintenance, and any dedicated parking area.

**At the end of each five-year increment during the lease term, the amount of rent will be adjusted based on the most recently established policy of the Airport Commission and/or Lessor for cost per square foot of ground lease area per year, and except that any increase in rent shall be limited to no more than the average of seven percent (7%) per year.** The lease will be amended to reflect the new rental amount. Rent payment is due on the first of the month and payable by the tenth.

Lessee shall arrange directly with the appropriate utility company or supplier for the initial hook up to the Premises of all utility services, including electric, gas, water and sewer. Lessee shall also be responsible for payment of utility usage charges during the term of this Lease. ~~If the Lessee ends up engaging in maintenance, performed at the Premises, on aircraft not owned or leased from a third party by Lessee for the exclusive use of Lessee, then as additional rent, Lessee agrees to pay Lessor 4% of the gross monthly income from said operations. Payments shall be made no later than the tenth day of the month succeeding the month on which rental is based. Lessor shall have reasonable access to Lessee's~~

~~financial records, which shall be kept according to generally accepted accounting principles and shall be subject to audit at the direction and expense of Lessor.~~

3. **PREMISES:** The premises leased shall be **up to Ten-Thousand, Five Hundred (10,500) square feet**, more or less, of ~~unimproved~~ land located **east of the fuel farm, hangar, and office building at 340 Piper Street partially on existing apron area**, is to be constructed by Lessee, as designated on Exhibit A. **The approximate square footage includes the building and twenty-foot apron as proposed and an approximate five (5) foot buffer around the building for access and maintenance.** Lessee's improvements shall be designed by an architect or engineer licensed in the State of Tennessee. Design of the improvements shall be approved by the City of Morristown, approval not unreasonably withheld. The approved design drawings require submittal to the Tennessee Aeronautics Commission for approval. In addition, Lessor shall provide at no additional cost to Lessee, **vehicle parking rights within the proposed premises along the South side of the proposed hangar.** Upon termination of the lease whether at the end of the term(s) described herein or as a result of breach, **any and all improvements made upon the premises and affixed thereto shall remain under the ownership and control of the Lessor.**

4. **OWNERSHIP:** Title to all land shall remain with Lessor, the City of Morristown. Title to the Hangar to be constructed by Lessee, as designated on Exhibit A, shall remain with Lessee until the expiration of this Lease. At the expiration of this Lease the Lessor shall become the sole owner of the Hanger, free and clear from any lien or any right, claim, or demand of Lessee.

In the event of a cancellation or earlier termination of this Lease all rights, title and interest of Lessee shall expire and the title to any Building and/or fixed improvements shall rest in Lessor which shall be the sole owner of the Building free and clear from any lien or any right, claim, or demand of Lessee. The Lessee shall obtain a Certificate of Occupancy from the City of Morristown Building Official. The lessee shall provide documentation of capital costs associated with the hanger construction to the Lessor within 10 days of receiving a Certificate of Occupancy.

5. **INSURANCE:** Lessee agrees to maintain public liability insurance in the following minimum amounts during the term of this Lease:

BODILY INJURY	PROPERTY DAMAGE
\$1,000,000	\$1,000,000

Lessee also agrees to maintain All Risk Physical Damage Insurance for an agreed upon declared value of the building structures, owned by Lessee, additions under construction and all insurable fixed improvements located on the Premises. At every five-year increment the public liability insurance minimums will be adjusted to reflect the previous five years changes in the Consumer Price Index for all urban customers, all items, seasonably adjusted, as published by the U.S. Department of Labor. The lease will be amended to reflect the new insurance amounts.

6. **USE OF PREMISES:** The Premises hereby leased will be used exclusively for use by the Lessee as a special fixed base operator for **Storage of active aircraft; Shelter for maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of**

non-operational aircraft; Construction of amateur-built or kit-built aircraft provided that activities are conducted safely; Storage of aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair or outfit aircraft; items related to ancillary or incidental uses that do not affect the hangars' primary use; Storage of materials related to an aeronautical activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, and materials related to ancillary or incidental uses that do not affect the hangars' primary use; Storage of non-aeronautical items that do not interfere with the primary aeronautical purpose of the hangar (for example, televisions, furniture). ~~argo and passenger charter operations and for maintenance of Lessee's owned or leased aircraft and maintenance of aircraft not owned or leased by the Lessee. Lessee agrees not to provide flying instruction, other than to its own employees; and may not participate directly or indirectly in sales of aircraft at Morristown Airport. Lessee shall fuel only the aircraft owned by the Lessee or leased from a third party for the exclusive use of Lessee. The Lessee shall comply with the City of Morristown's Minimum Standards for Fixed Base Operators title 9, chapter 14, of the City of Morristown's Municipal Code.~~

Lessor shall not initiate any action or participate in any action which limits or restricts Lessee's aviation business use of the Premises unless required to do so for maintenance of the Morristown Municipal Airport Facility or by Regulations of the Federal Aviation Administration or its successors.

**Failure by the Lessee to complete the construction of the facility upon the leased Premises as presented in Exhibit A in a timely manner and/or to utilize the Premises for its purpose(s) stated herein shall constitute a breach of this agreement.**

**7. MAINTENANCE OF PREMISES AND SERVICES TO BE PROVIDED:** Lessee will maintain the structural components of the Hangar, once constructed, including doors and door mechanisms, heating systems, water, sewer and electrical systems, and weatherproofing. Lessee shall be responsible and liable for any damage to the Hangar Office caused by the Lessee's use or misuse, including, but not limited to, bent or broken interior walls, ceilings and support systems, and doors damaged due to Lessee's improper or negligent operation.

**8. SUBLEASE OR ASSIGNMENT:** The Premises hereby rented may be subleased or assigned by the Lessee with the written consent of Lessor, which consent shall not be unreasonably withheld.

**9. LIABILITIES AND INDEMNIFICATIONS OF LESSOR:**

- Lessor hereby expressly disclaims any and all liability for damage to the aircraft stored on the Premises. If Lessee participates in any way or gives instructions to Lessor's employees, Lessor shall not be liable in any way for damage to the aircraft. Lessee shall be liable for damage to the Lessor's property and/or other stored aircraft arising from the Lessee's negligence including, but not limited to, the carrying on of unauthorized activities on the Premises, painting applications of any kind, and the storage of flammables in the Hangar other than in U.L. approved containers, such as aircraft fuel, automotive fuel or oils that are not stored in the aircraft tanks.

- Lessee shall at all times indemnify and hold the Lessor harmless from all losses, damages, liabilities, claims and expenses, which may arise or be claimed against the Lessor, (except for any claims for injury, death or other damage by Lessor's employees, agents, or servants occurring during the course of their employment), in favor of any person, firm or corporation, consequent upon or arising out of the use of occupancy of the demised premises by the Lessee, or consequent upon or arising out of any act, omission, neglect or fault of the Lessee (or its agents, servants, employees, licensees, customers or invitees), or consequent upon or arising out of the Lessee's failure to comply with the applicable laws, statutes, ordinances or regulations. Lessor shall not be liable to the Lessee for any damages, losses or injuries to the personal property of the Lessee which may be caused by the acts, neglect, omissions or fault of any person, firm or corporation.

10. **ACCESS RIGHTS:** The Morristown Airport will grant access by the Lessee to the leased Premises every day except when an emergency situation arises that closes the airport.

11. **LEASE TERMINATIONS:** This Lease Agreement may be terminated by Lessor upon the occurrence of any of the following which may be considered a breach of the Lease Agreement, if, upon written notice by Lessor of the breach, Lessee fails to cure said breach within 30 days:

- Failure of Lessee to submit rental payments by the twentieth of any month.
- Improper or unsafe storage of hazardous materials in the Hangar.
- Lessee's failure to comply with any condition as set forth in this Lease Agreement and not reasonably corrected within thirty days of receiving written notice of same by the Lessor. In the event of a breach of this Lease Agreement, the Lessor is hereby authorized to remove the aircraft and the contents of the Hangar, without further obligation to the Lessee or any liability regarding the aircraft or the contents of the Hangar. The Lessee shall be liable for any and all financial cost incurred with any breach of this Lease Agreement such as court costs, reasonable attorney's fees or any costs associated with the removal of the aircraft and any of the Lessee's property in the Hangar.

In the event of a breach not cured as described above, the Lessor shall notify Lessee of the termination in writing; and Lessee shall have ten (10) days in which to remove the aircraft and the contents of the Hangar, after which Lessor is hereby specifically authorized to remove the aircraft and contents of the Hangar, without obligation to the Lessee or liability for aircraft and contents removed.

In addition, this Lease may be terminated by the Lessee upon giving six months' prior written notice of intention to terminate for any reason. Should this Lease expire or be terminated, Lessee shall remove from Lessor's premises all of Lessee's personal property, including trade fixtures and equipment.

12. **INTEREST ON PAST DUE AMOUNTS ATTORNEY'S FEES:** Any amounts payable hereunder by the Lessee to the Lessor which are not paid on or before the date payable shall be subject to a late fee of ten dollars (\$10.00) and interest on the unpaid balance at the rate of 10% per annum. If any rent owing under this Agreement is

collected by or through an attorney, or if Lessor employs an attorney to enforce any of the terms or conditions hereof, Lessee agrees to pay, on demand, all costs of collection and/or enforcement, including attorneys' fees.

13. **INSPECTIONS OF THE LEASED PREMISES:** The Lessee will provide the City of Morristown Assistant City Administrator a key or combination or access code to the Lessee's Hangar with the express understanding that the Lessor will have the right to periodically inspect the Premises.

14. **EMINENT DOMAIN:** In addition to any other right Lessee may have under this Lease, Lessee has the right to intervene and appear in its own behalf in any eminent domain proceeding affecting the Premises and to recover any award to which it may be adjudged entitled in connection with Lessee's fixed improvements, trade fixtures, or other personal property, it being understood that, as between Lessor and Lessee, Lessee will be entitled to the portion of the condemnation award for the trade fixtures and other personal property thereon and the portion representing the unamortized cost of any fixed improvements constructed by Lessee after the commencement date of this Lease, such amortization to be on a straight-line basis over the primary term of this Lease.

15. **MISCELLANEOUS PROVISIONS:** No waiver of a breach of any of the covenants or terms contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenants. No modification, release, discharge or waiver of any of the provisions of this Agreement shall be of any force, effect or value unless in writing and signed by the parties.

- **The engineering and design firm for hangar site preparation and Off-Site Improvements such as storm water facilities and utility extensions shall be the Airport Engineer. Lessor shall contract directly with the Airport Engineer to provide preliminary engineering and design services leading to the design of off-site improvements and hangar site preparation and related geotechnical due diligence, and shall contract directly with the Airport Engineer to provide construction administration services and third-party testing relative to the off-site improvements, and the Lessee shall reimburse Lessor for the cost of such services as such cost is incurred within thirty (30) days of receipt of each invoice therefor. Prior to authorizing the Airport Engineer to proceed with any of the aforementioned services, the Lessor shall provide the Lessee with the Engineer's cost quotation or proposal for the work and shall only proceed once the Lessee has acknowledged and approved the cost quotation.**

- **The Lessee acknowledges that the proposed location is not included on the most recent Airport Layout Plan and that the Lessor and Airport Engineer will endeavor to have the proposed facility incorporated onto an approved Plan, any costs of doing so being reimbursed by the Lessee.**

- **The Lessee acknowledges that the proposed location currently includes an open air shed for mowing equipment, which will have to be relocated at the Lessee's expense.**

- **This instrument contains the entire Agreement between the parties as of this date and the execution of this Agreement has not been induced by either of the parties by representations, promises or understandings not expressed herein, and**

Ground Lease – EAA – 3/2024 - Page 5 of 7

there are no collateral agreements, stipulations, promises or understandings whatsoever between the parties in any way touching or affecting the subject matter of this Agreement which are not expressly contained herein.

16. **CONTROLLING LAW:** This Agreement shall be governed by the laws of the State of Tennessee.

I have read and understand this Lease Agreement with the City of Morristown and agree to adhere to the terms and conditions as set forth in this Agreement.

LESSOR:

CITY OF MORRISTOWN, TENNESSEE

By: \_\_\_\_\_  
Mayor

MORRISTOWN AIRPORT COMMISSION

By: \_\_\_\_\_  
Chairman

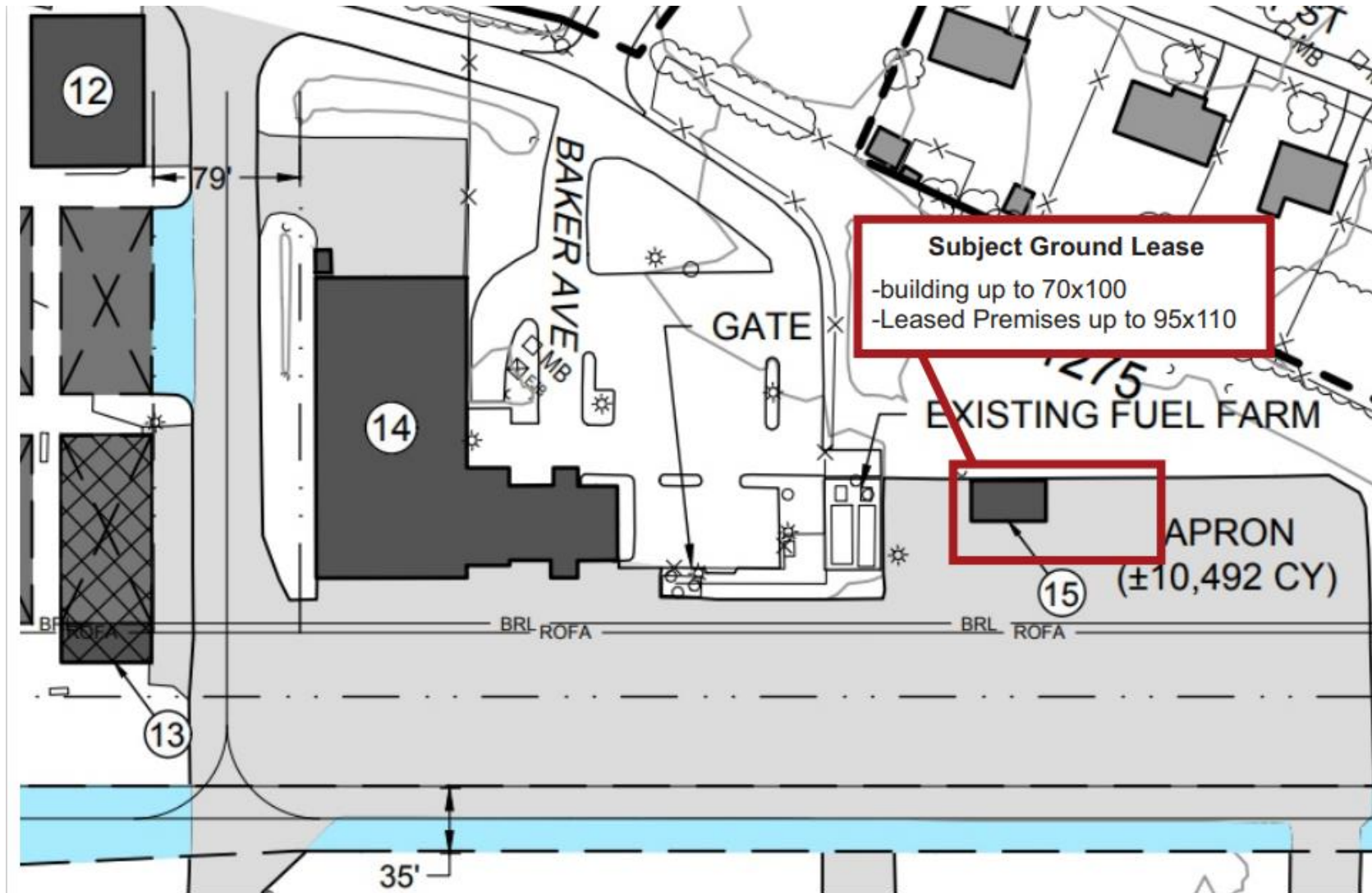
LESSEE:

Southern Flyers EAA Chapter 1494, Inc.

By: \_\_\_\_\_  
Karen Hughes Collins

# Exhibit A

(image overlaid on the 2018 Airport Layout Play)



# The City of Morristown

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Finance Department



## Morristown City Council Agenda Item Summary

**Date:** March 19, 2024

**Agenda Item:** Approve Work Authorization No. 8 for Goodwyn Mills Cawood to provide engineering services relative to the proposed construction of a hangar by EAA. The Morristown Regional Airport Commission recommended approval at the February 26, 2024 commission meeting.

**Prepared By:** Andrew Ellard

**Subject:** Work Authorization – EAA Hangar – Engineering Services

**Background:** GMC was selected as the airport's engineering firm of record effective January 2023. Should City Council approve a ground lease as proposed for the EAA Chapter for the construction of a hangar, it will be necessary to ensure that the City's engineer design and approve certain aspects of the project.

### Findings/Current Activity:

While this project will be taken on by a private entity, because it is on city owned property, it is critical that the City's (Airport's) engineer of record be engaged in planning and oversight of the civil work. With the City engaging the engineer through this work authorization, the City remains the direct client of the engineer.

### Financial Impact:

In the proposed lease agreement also before the City Council, it was established that this engineering services contract would be between the engineer and the City, but that the cost would be reimbursed by the lessee. Other than the administrative effort of acting as a pass-through of this cost, there is no cost to the city.

### Action options/Recommendations:

Staff and the Airport Commission recommend approval.

**Attachment:** Work Authorization No. 8

## MORRISTOWN REGIONAL AIRPORT (MOR)

### HANGAR – SITE DEVELOPMENT

This Work Authorization provides for professional engineering services to be performed by Goodwyn Mills & Cawood, LLC (ENGINEER) for the City of Morristown, TN (OWNER) in accordance with the current Professional Services Agreement dated January 06, 2023. All provisions of the Agreement are incorporated by reference. This Work Authorization represents an authorization to proceed with the scope of services, schedule, and compensation described herein.

---

#### **Scope of Services:**

Provide site design, drainage, and utility services for a future hangar. The work to be provided includes Project Administration, Surveying, Geotechnical Investigation, and Design phase services. See the detailed scope of work in Attachment “A”.

#### **Payment to ENGINEER:**

The ENGINEER shall be compensated for performance of work for as detailed in Attachment “B”.

---

Agreed as to Scope of Service and Compensation:

OWNER:

ENGINEER:

Name: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT "A" SCOPE OF SERVICES

### PROJECT DESCRIPTION:

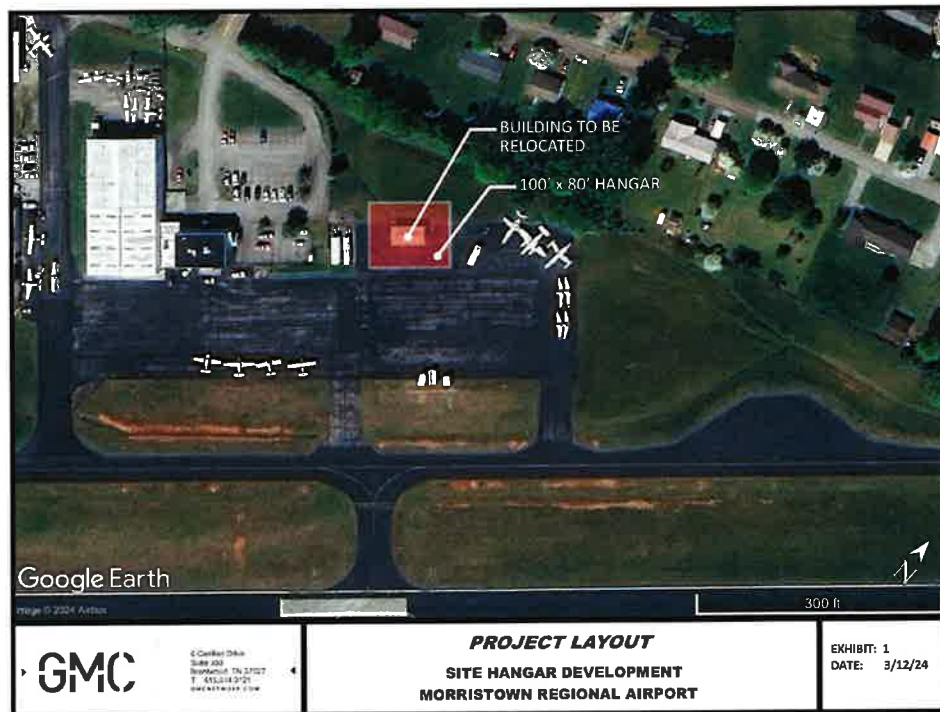
We understand that the airport is working with a private developer for the construction of an 80' x 100' hangar. The ENGINEER is to provide site design and utility phase services for the project site. Funding for this project is (100%) local funds. Below is a site sketch depicting the limits of survey area and building identification numbers:

Services to be performed by the ENGINEER include the following:

1. Project Administration
2. Surveying
3. Final Design
4. Geotechnical Exploration

**Advisory Circulars** - the following most recent advisory circulars are to be followed:

AC 150/5300-13B	Airport Design
AC 150/5320-5D	Airport Drainage Design
AC 150/5320-6G	Airport Pavement Design and Evaluation
AC 150/5370-2G	Operational Safety on Airports During Construction
AC 150/5370-10H	Standard Specifications for Construction of Airport



Professional services to be provided include the following work items.

1. Provide **Project Administration** services which are to include:
  - A. Confer with the OWNER on project requirements, schedules, financing, meetings, and other pertinent matters to develop a project scope to meet the needs of the OWNER related to this specific project.
  - B. **Work Authorization (WA)** – prepare an agreement for this assignment that clearly defines the specifics of the project. The WA is to outline the general scope of services, establish the time of performance, identify the terms for payment to the ENGINEER, include a detailed scope of work identifying individual tasks to be performed, and outlines the compensation to be paid to the ENGINEER based on performing the individual tasks. This includes preparation of a detailed fee estimate - Consultant Services Fee/Costs in a spreadsheet format.
  - C. **Project Management** – provide appropriate direction and project management as each assignment is undertaken and completed, the ENGINEER will maintain close liaison with the OWNER to ensure the design truly reflects the development intent and needs. This includes project management of in-house personnel, outside personnel, and accounting administration:
    - 1) Carry out overall project management for the project duration.
    - 2) Monitor the overall project schedule and budgets.
    - 3) Design Team Administration - provide general project administration and coordination to in-house staff and subconsultants working on the project. Conduct team meetings with staff as necessary.
    - 4) Outside Administration - provide project general administration and coordination with the OWNER in the form of telephone conversations, letters, emails, copies, etc. to apprise each of developments throughout the design phase of the project.
    - 5) Reimbursement Requests – the ENGINEER will prepare the reimbursement requests monthly including letters of transmittal for the OWNER's review and concurrence.
    - 6) Verify and reconcile monthly accounting statements.
    - 7) Complete and submit for the OWNER Form 7460-1, Notice of Proposed Construction to FAA's online portal for their review and approval.

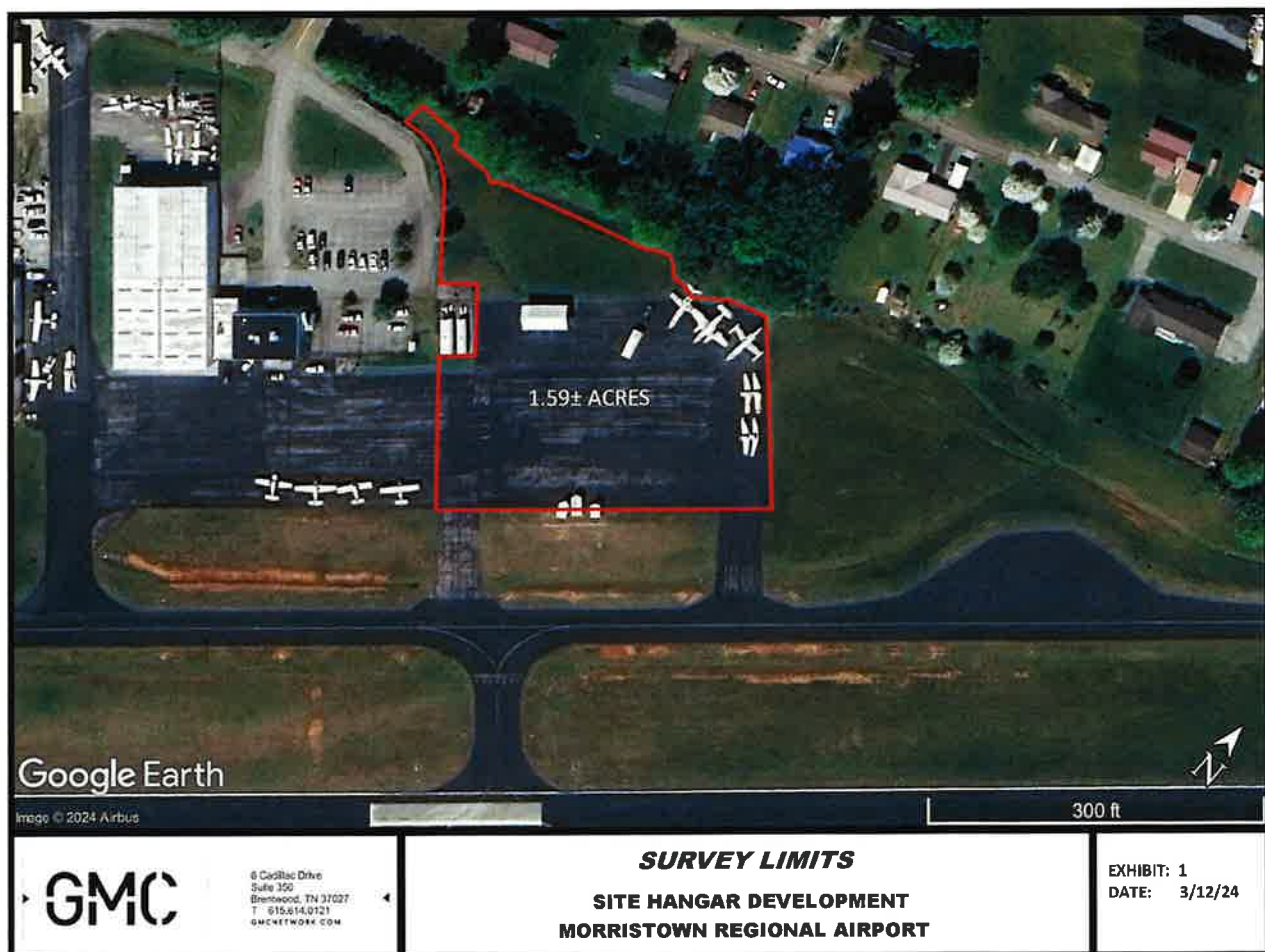
2. Provide **Site Design** for the project which is to include:
  - A. Provide final site design phase services.
  - B. Provide site layout design to fit proposed hangar on the proposed site.
  - C. Hangars are to have apron pavement connecting proposed hangars to existing apron.
  - D. Associated parking for the hangars is to be identified.
  - E. The apron grades decrease from the taxiway to the project site and the design is to provide for the water runoff to drain away from the hangar.
  - F. Geometric standards for pavement grades and slopes are to be per FAA AC 150/5300-13.
  - G. Drainage design standards are to be per FAA AC 150/5320-5C.
  - H. Coordinate with the local Storm Water Management Officer for development of a storm water management plan.
  - I. Design of a trench drain at the interface of the new hangar and existing apron.
  - J. Coordinate and review the topographic survey required for the project.
  - K. Coordinate and review the geotechnical exploration required for the project.
  - L. Provide an itemized summary of the engineer's estimate of probable construction costs.
  - M. Prepare final construction plans and drawings to graphically depict the physical aspects of the development requirements in an accurate and concise manner.
  - N. There is to be a single design review meeting. Prepare 90% Design Construction Drawings - the ENGINEER is to provide a well-defined set of construction plans and associated requirements. The ENGINEER is to submit to the OWNER a set of construction plans for review. An on-site Design review meeting is not to take place.
  - O. Along with the submittal of the 90% set of construction documents, the ENGINEER shall also submit:
    - Construction Safety Plan
  - P. The ENGINEER will complete design quantity determinations at a 90% level Engineers' Estimate of probable construction costs for the OWNER.

- Q. Prepare 90% Technical Specifications – the ENGINEER will assemble the technical specifications necessary for the intended work in accordance with standard FAA requirements. Technical specifications are intended to provide detailed information to the Contractor so reasonable, competitive bids can be obtained. The documents will endeavor to provide clear instructions on what materials and construction practices are acceptable/required while attempting to protect the OWNER's interest and provide an acceptable product. Technical Specifications will be made available to the OWNER to review in order to identify and resolve issues of concern.
- R. Quality Control Review (90%) – the ENGINEER will conduct an in-house quality control and design review of the 90% construction plans and specifications to ensure clarity, accuracy, completeness, and constructability. This review process will include staff members made up of a Design Professional and a Construction Manager.
- S. The 90% submittal shall include 90% Final plans, Technical Specifications, quantities, and Engineer's Opinion of Probable Construction Costs, overall project costs, and a project schedule that is to include all anticipated major milestone dates for the project. This shall be submitted to the OWNER.
- T. Design Review Meeting (90%) – meet with the OWNER via teleconference to discuss the contract documents to ensure that the final version of the design successfully addresses the intended project goals.
- U. Design (90%) Review Comments Coordination - the ENGINEER is to consider 90% design review comments received from the OWNER.
- V. Final (100%) Construction Drawings - the ENGINEER is to incorporate comments/revisions/changes agreed upon from the 90% Design Review and complete the design with a well-defined set of construction plans to provide a basis for competitive construction bids.
- W. Prepare a 100% estimate of probable construction costs.
- X. The ENGINEER will complete design quantity determinations at a 100% completion level and prepare an Engineers' Estimate of probable construction costs for the OWNER.
- Y. Prepare 100% Technical Specifications – the ENGINEER will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible.
- Z. The 100% submittal shall include 100% Final plans, Technical Specifications, quantities, and Engineer's Opinion of Probable Construction Costs, overall project costs, and a project schedule that is to include all anticipated major milestone dates for the project. This submittal shall be submitted to the OWNER.
- AA. Quality Control Review (100%) – in house review of 100% construction plans and

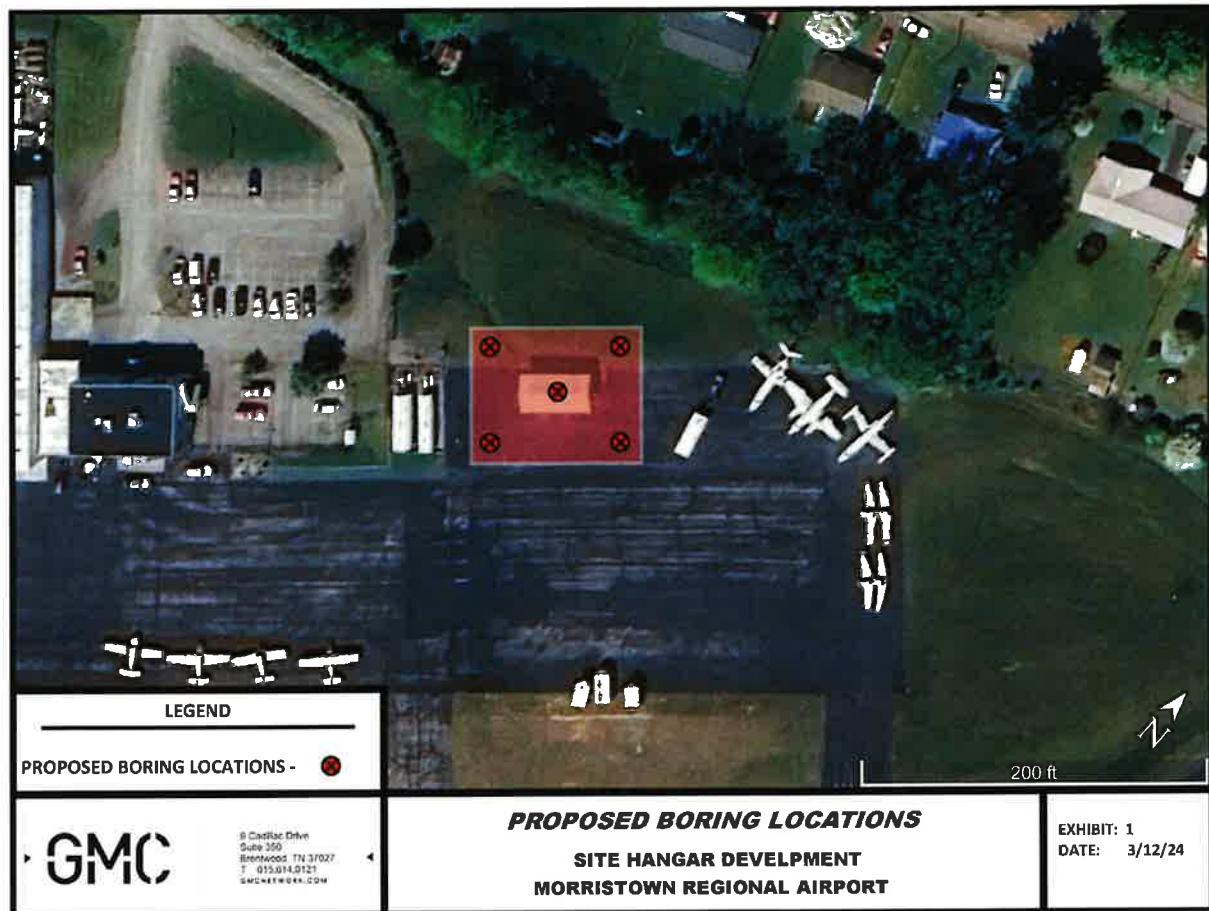
specifications of the completed work against the design intent to determine conformance with the project requirements.

BB. Provide a project schedule that is to include all anticipated milestone dates for the project.

3. Provide **Topographic surveying** on a one-foot contour interval of the project site area (approximately xxx acres) as shown below. The survey is to field locate all planimetric and topographic features within the limits of the survey areas. The engineer is to provide two control points near the limits of the project and provide horizontal and vertical control based on the Tennessee State Plane Coordinate System.



4. Provide **Geotechnical Engineering** services as needed to accommodate the improvements recommended. Work is to include a subsurface investigation to determine the FAA classification of soil strata that the contractor might possibly encounter during construction of the PROJECT, including such soil tests that are required to prepare construction plans and specifications.



### Field Exploration

We propose to mobilize a truck-mounted drill rig to the site to perform a total of four (4) soil test borings. All of the borings will be located in or near the proposed hangar area. Some adjustment to locations may be required to accommodate access and utilities, as well as to allow for engineering judgement during the exploration. We plan to collect pavement cores at the boring locations in existing asphalt areas. All of the soil test borings will be drilled to a depth of 20 feet each or refusal, whichever is encountered first.

Split-spoon sampling and standard penetration testing will be conducted at standard intervals (every 2.5 feet in first 10 feet and every 5 feet thereafter) in the borings prior to auger refusal. Our base scope does not include rock coring. We will also perform dual mass dynamic cone

penetrometer testing at up to two locations during the field exploration so that an estimated field CBR value can be provided.

#### *Boring Backfill, Utility Location*

Borings will be backfilled with the soil cuttings from the drilling process upon completion. In existing asphalt areas, the top of the boreholes will be patched with cold mix asphalt. Our scope does not include coring or patching of concrete. It is common for boreholes to settle over time. Our scope does not include returning to the site to backfill boreholes that have settled. It is noted that, depending on the depth and condition of the asphalt, some heaving may occur in the pavement during drilling. We will attempt to reduce the amount of heaving by drilling slower near the surface, but some heaving may still occur. Our scope does not include repair of broken pavement/heaving due to thin or deteriorated sections of asphalt.

We will call the 811-utility service to locate underground utilities that subscribe to their service. We are not responsible for damage to utilities that are not marked or incorrectly located by others.

#### *Laboratory Testing*

GMC's professional staff will visually classify soil samples obtained from the exploration process. Selected soil samples will be retained for a limited amount of laboratory testing. These tests may include Atterberg limit determinations, grain size determinations (via No. 200 wash sieve), and natural moisture contents.

#### *Reporting*

All work will be performed under the direction of a Tennessee-registered professional engineer specializing in geotechnical engineering. The FAA Advisory Circular 150/5320-6G will be used as a reference in developing the report, but the specific scope will be as included in this proposal. Once the field and laboratory testing are complete, we will provide you with a written report that will include the following:

- A brief summary of our test procedures and the results of all field and laboratory testing.
- A review of the site conditions and geologic setting.
- A review of subsurface soil stratigraphy including the individual Boring Logs and a Boring Location Plan.
- Recommendations for site preparation, including excavation considerations and construction of compacted fills.
- Information regarding groundwater conditions, along with recommendations for controlling groundwater in excavations during construction, if applicable.
- Design and construction recommendations for foundations, including foundation bearing capacities, estimated settlement, and installation recommendations and bearing depths.
- Recommendations for design and construction of the concrete slab-on-grade.
- Recommended Seismic Site Class (based on the general procedure) in general accordance with the 2018 International Building Code (IBC) and ASCE 7-16.

- Recommended pavement sections for heavy duty and light duty asphaltic pavements including base and subgrade recommendations, based on estimated CBRs from field testing and loading conditions provided by the design team.
- Recommendations for additional testing and/or consultation that might be required to complete the geotechnical assessment and related engineering for this project (supplemental reports and evaluations can be performed as requested; supplemental reports and evaluations will be considered additional scope and will be billed in accordance with our standard fee schedule unless otherwise negotiated).

**ATTACHMENT “B”****COMPENSATION**

The Engineer shall be compensated for performance of work as noted below:

- B.1 The ENGINEER shall be compensated by the OWNER upon completion by the ENGINEER of that portion of the **Project Administration** services; said total compensation to be based on a lump sum basis with a not to exceed, without the owner’s prior approval, budget of:

\$3,670.00

- B.2 The ENGINEER shall be compensated for performance of work for providing **Site Design** services; said total compensation to be based on a lump sum basis with a not to exceed, without the owner’s prior approval, budget of:

\$18,560.00

- B.3 The ENGINEER shall be compensated for performance of work for providing **Topographic Surveying**; said total compensation to be based on a lump sum basis with a not to exceed, without the owner’s prior approval, budget of:

\$4,723.00

- B.4 The ENGINEER shall be compensated for performance of work for providing **Geotechnical Exploration**; said total compensation to be based on a lump sum basis with a not to exceed, without the owner’s prior approval, budget of:

\$9,940.00

<b>TOTAL PROJECT COST: \$36,893.00</b>
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## Morristown City Council Agenda Item Summary

**Date:** March 19, 2024

**Agenda Item:** Acknowledge the public comment period beginning April 1, 2024 and the public hearing date of April 11, 2024 for the CDBG 2024-2028 Consolidated Plan.

**Prepared By:** Lisa Baker, Grants Coordinator

**Subject:** CDBG Consolidated Plan for PY 2024-2028

**Background:** Every five years the City is required to submit a Consolidated Plan to HUD. The plan analyzes local trends and demographic changes, and identifies the local needs that will be addressed over the next five-year period with the CDBG money received by this Entitlement Community. The ConPlan, which must be submitted to HUD no later than May 15<sup>th</sup> will be made available for a thirty-day public comment period starting April 1. A public hearing will be held in the City Center Training Room on April 11<sup>th</sup> at 11:00 a.m.

**Financial Impact:**

Completion of plan ensures continued eligibility for annual CDBG entitlement funding.

**Action options/Recommendations:** Staff recommends approval.

**Attachment:** n/a

## **Inspection and Maintenance Agreement**

### **(I&M Agreement)**

City of Morristown, TN

100 West 1<sup>st</sup> North Street

Morristown, TN 37814

(423) 581-0100

**Inspection and Maintenance Agreement (I&M Agreement)**

THIS AGREEMENT, made and entered into this 16th day of February, 20    , by and between T. Phillip Carlyle hereinafter called the "Landowner", and  
(Insert Full Name of Owner)

the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as The Reserve  
LOT 1 + FUTURE LOT as recorded by deed in the last land records of  
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book OPLAT, page 195, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as The Reserve, LOT 1 + FUTURE LOT  
(Name of Plan/Development)

hereafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, agree that the health, safety and welfare of the residents of the City of Morristown, Tennessee, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management/BMP facilities, as shown on the Plan, be constructed and adequately maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management/BMP facilities shall be constructed by the Landowner, its successors, and assigns, in accordance with the plans and specifications identified in the Plan and shall, upon construction completion, be certified as such by the Plan's Engineer of Record.
2. The Landowner, its successors, and assigns, shall adequately maintain the stormwater management/BMP facilities as outlined in the Plan and contained within the Landowner's property. This includes all pipes and channels built to convey stormwater to and from the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition, so that these facilities


are performing their design functions. Those maintenance procedures outlined in the Plan and the City's approved BMP guidelines shall be practiced at a minimum. Common maintenance shall include the removal of debris (leaves, lawn clippings, sticks, etc.) and trash after rainfall events, checking outlet structures for clogging and cleaning, as necessary, repairing erosive areas promptly upon observation, and removing accumulated sediment.

3. The Landowner, its successors, and assigns, shall inspect the stormwater management/BMP facility and report to the City Engineer if any major repairs (i.e. structural) are necessary. The purpose of the inspection and reporting is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc and shall be performed at such times and such manner as to accomplish these objectives.
4. The Landowner, its successors, and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans or in the City's BMP guidelines, the Landowner, its successors, and assigns, shall adhere to the schedule.
5. The Landowner, its successors, and assigns, hereby grant an easement to the City, its authorized agents, and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The purpose of inspection may be to check the facility for proper functioning, to follow-up on reported deficiencies or repairs, to respond to citizen complaints, and/or to check for any other reasons the City deems necessary. If problems are observed, the City shall provide the Landowner, its successors, and assigns, copies of the inspection findings and a directive to commence with the repairs within a specified timeframe.
6. In the event the Landowner, its successors, and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the City, the City may enter upon the Property and take the steps necessary to correct deficiencies identified in the inspection report. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner, outside of the easement, for the stormwater management/BMP facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
7. In the event the City, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors, and assigns, shall reimburse the City upon demand, within sixty (60) days of receipt thereof, for two hundred percent (200%) of all actual costs incurred by the City hereunder.
8. If the Landowner fails to pay the City for two hundred percent (200%) of their incurred expenses within sixty (60) days of receipt of written notice, the Landowner authorizes the City to place a lien against the property in an amount equal to two hundred percent (200%) of said expenses.
9. If the Landowner fails to reimburse the City, as described above, the Landowner further authorizes the City to collect said expenses from the Landowner through other appropriate legal action, with the Landowner to be liable for the reasonable costs of collection, court costs, and attorney fees.

10. This Agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.
11. This Agreement shall be recorded among the land records of Hamblen County, Tennessee, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interest.

WITNESS the following signatures and seals:

The Reserve  
Company/Corporation/Partnership Name (Seal)

By: X 

T. Phillip Carlyle  
(Type Name)

Owner  
(Type Title)

State of Tennessee

County of Hamblen

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of February, 2024.

by M. K. Smithpeters

M. K. Smithpeters  
Notary Public

My Commission Expires 10/02/2027



Approved as to form:

Approved by the City:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date