

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
FEBRUARY 17, 2015 – 5:00 P.M.**

1. CALL TO ORDER

Mayor Danny Thomas

2. INVOCATION

Mr. Tom Miles, Senior Chaplain Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. February 3, 2015

6. PROCLAMATIONS/PRESENTATIONS

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

8. OLD BUSINESS

8-a. Public Hearings & Adoption of Ordinances/Resolutions

1. Ordinance No. 3504.04

An Ordinance to Amend Ordinance Number 3504, The City of Morristown, Tennessee Annual Budget for the Fiscal Year 2014-2015 and Appropriate the Sum of \$189,000 for General Fund Mid-Year Budget Amendment.

9. NEW BUSINESS

9-a. Resolutions

1. Resolution No. _____

A Resolution authorizing the Application for the FY2014 Federally Funded HOME Grant for Housing Rehabilitation for Low Income Households.

2. Resolution No. _____

A Resolution directing payment of Tax Equivalent, Electric & Wastewater.

9-b. **Introduction and First Reading of Ordinances**

1. Ordinance No. _____

An Ordinance to Amend Title 20, Chapter 6 City Park Rules and Regulations, Section 20-602, Subsections (23), (26), (32), (36) and (37)

{Public Hearing March 3, 2015}

9-c. **Awarding of Bids/Contracts**

1. Approve purchase of a Cortez bathroom facilities for the Farmers Market site in the amount of \$48,802.35 from CXT, Inc. an L.B. Foster Company.
2. Annual Support Agreement and License Agreement for Munis Software in the amount of \$33,150.50.

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

1. Mayor's appointment or re-appointment to the Morristown Planning Commission for a four (4) year term to expire on March 1, 2019. Term's expiring:
 - a. Katy Tindall Klouse
 - b. Jim Beelaert

9-e. **New Issues**

10. **CITY ADMINISTRATOR'S REPORT**

11. **COMMUNICATIONS/PETITIONS**

This is the portion of the meeting where members of the audience may speak subject to the guidelines provided.

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

13. **ADJOURN**

City Council Meeting/Holiday Schedule:

Regular City Council Meeting with Work Session

March 3, 2015 (Tues) 5:00 p.m.

March 17, 2015 (Tues) 4:00 p.m.

March 17, 2015 (Tues) 5:00 p.m.

April 3, 2015 (Friday)

April 7, 2015 (Tues) 5:00 p.m.

April 21, 2015 (Tues) 4:00 p.m.

April 21, 2015 (Tues) 5:00 p.m.

May 5, 2015 (Tues) 5:00 p.m.

May 11, 2015 (Mon) 5:00 p.m.

May 19, 2015 (Tues) 4:00 p.m.

May 19, 2015 (Tues) 5:00 p.m.

May 25, 2015 (Monday)

Regular City Council Meeting with Work Session

Finance Committee Meeting

Regular City Council Meeting with Work Session

City Employee's Holiday (Good Friday)

Regular City Council Meeting with Work Session

Finance Committee Meeting

Regular City Council Meeting with Work Session

Regular City Council Meeting with Work Session

"Sine Die" Council Meeting

Finance Committee Meeting

Regular City Council Meeting with Work Session

City Employee's Holiday (Memorial Day)

WORK SESSION AGENDA
FEBRUARY 17, 2015
5:00 p.m.

1. No Work Session.

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
FEBRUARY 3, 2015**

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 3, 2015, with the Honorable Mayor Danny Thomas, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis and Paul LeBel.

Mayor Thomas led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember LeBel made a motion to approve the January 20, 2015 minutes as circulated. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held regarding Ordinance No. 3513.

Councilmember LeBel made a motion to approve Ordinance No. 3513 on second and final reading. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3513

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee Appendix B. [The Official Zoning Map of Morristown Tennessee of approximately 1.3 acres being part of the Hamblen County Tax Parcels, 033N K 02000, located at the northeast intersection of West Andrew Johnson Highway and East Economy Road in Morristown, Tennessee, from Local Business (LB) to Intermediate Business (IB)].

A Public Hearing was held regarding Ordinance No. 3514.

Councilmember LeBel made a motion to approve Ordinance No. 3514 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3514

An Ordinance of the City Council of Morristown, Tennessee Amending Title 16 of the Morristown Municipal Code. (Combining Chapters 4 and 5 into Chapter 4 Uniform Street Naming and Addressing).

Councilmember LeBel made a motion to approve Ordinance No. 3504.04 on first reading and schedule a public hearing relative to final passage of said Ordinance for February 17, 2015. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3504.04

An Ordinance to Amend Ordinance Number 3504, The City of Morristown, Tennessee Annual Budget for the Fiscal Year 2014-2015 and Appropriate the Sum of \$189,000 for General Fund Mid-Year Budget Amendment.

Councilmember Alvis made a motion to approve the bid in the amount of \$499,470.45 for the Morristown Medical District project to Summers-Taylor; subject to TDOT concurrence. Councilmember LeBel seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve Task Order #2 from CDM Smith in the amount to be billed hourly and not to exceed \$68,365 for CEI (Construction Engineering and Inspection) Services for the Morristown Medical District project. Councilmember LeBel seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve Change Order #1 to Summers-Taylor, Inc. for Paving Project, net increase of this change order \$8,881.53 bringing total contract price from \$795,088.92 to \$803,970.45. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the proposal from LDA Engineering to provide design, permitting, and bidding services for the Morristown Stormwater Capital Improvements Program, Havley Springs Branch Drainage Improvements, for a lump sum fee of \$50,300 with right-of-way and easements support of \$6,500. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Mayor Thomas re-appointed Susie Washington to the Morristown Housing Authority for a five (5) year term to expire on February 15, 2020.

Councilmember Bivens made a motion to approve the Fire Departments promotion of Terry Click to Driver. Councilmember LeBel seconded the motion and upon roll call; all voted "aye".

City Administrator Tony Cox reported the following line item transfer(s) to Council:

- Transfer of \$30,000 from 110-43120-343 (Building/Grounds Telephone) to 110-42110-345 (Police Admin – Telephone).
- Transfer of \$4,084 from 110-41800-341 (Engineering Electricity) to 110-41810-341 (GIS Electricity).

- Transfer of \$1,500 from 110-43120-341 (Building Grounds Electricity) to 110-41710-341 (Codes Enforcement Electricity).
- Transfer of \$3,500 from 110-43120-341 (Building Grounds Electricity) to 110-42400-341 (Inspections Electricity).
- Transfer of \$18,000 from 110-43120-341 (Building Grounds Electricity) to 110-42110-341 (Police Supervision Electricity).
- Transfer of \$6,000 from 110-43120-341 (Building Grounds Electricity) to 110-44410-341 (Parks/Rec Supervision-Electricity).
- Transfer of \$1,000 from 110-43120-341 (Building Grounds Electricity) to 110-44420-341 (Parks/Rec Playgrounds Electricity).
- Transfer of \$12,000 from 110-43190-341 (Traffic Devices Electricity) to 110-44420-341 (Parks/Rec Playgrounds Electricity).
- Transfer of \$900 from 110-43120-341 (Building & Grounds Water & Sewer) to 110-41530-342 (Finance Water & Sewer)
- Transfer of \$250 from 110-43120-341 (Building & Grounds Water & Sewer) to 110-41640-342 (Computer Operations Water & Sewer).
- Transfer of \$350 from 110-43120-341 (Building & Grounds Water & Sewer) to 110-41650-342 (Human Resources Water & Sewer).
- Transfer of \$300 from 110-43120-341 (Building & Grounds Water & Sewer) to 110-41710-342 (Codes Enforcement Water & Sewer).
- Transfer of \$600 from 110-43120-341 (Building & Grounds Water & Sewer) to 110-41810-342 (GIS Water & Sewer).
- Transfer of \$600 from 110-43120-341 (Building & Grounds Water & Sewer) to 110-42400-342 (Inspections Water & Sewer).
- Transfer of \$400 from 110-43120-343 (Building & Grounds Natural Gas) to 110-41530-343 (Finance Natural Gas).
- Transfer of \$200 from 110-43120-343 (Building & Grounds Natural Gas) to 110-41650-343 (Human Resources Natural Gas).
- Transfer of \$200 from 110-43120-343 (Building & Grounds Natural Gas) to 110-41710-343 (Codes Enforcement Natural Gas).
- Transfer of \$200 from 110-43120-343 (Building & Grounds Natural Gas) to 110-42400-343 (Inspections Natural Gas).
- Transfer of \$2,000 from 110-43120-343 (Building & Grounds Natural Gas) to 110-42110-343 (Police Supervision Natural Gas).
- Transfer of \$2,000 from 110-43120-343 (Building & Grounds Natural Gas) to 110-44410-343 (Parks/Rec Supervision Natural Gas).
- Transfer of \$2,000 from 110-43120-343 (Building & Grounds Natural Gas) to 110-44420-343 (Parks/Rec Playgrounds Natural Gas).
- Transfer of \$100 from 110-43120-345 (Building & Grounds Telephone/Internet) to 110-41100-345 Mayor/City Council Telephone/Internet).
- Transfer of \$1,000 from 110-43120-345 (Building & Grounds Telephone/Internet) to 110-41200-345 (City Administrator Telephone/Internet).
- Transfer of \$300 from 110-43120-345 (Building & Grounds Telephone/Internet) to 110-41530-345 (Finance Telephone/Internet).

- Transfer of \$1,100 from 110-43120-345 (Building & Grounds Telephone/Internet) to 110-41650-345 (Human Resources Telephone/Internet).
- Transfer of \$2,500 from 110-43120-345 (Building & Grounds Telephone/Internet) to 110-44410-345 (Parks/Rec Supervision Telephone/Internet).
- Transfer of \$500 from 110-43120-345 (Building & Grounds Telephone/Internet) to 110-44420-345 (Parks/Rec Playgrounds Telephone/Internet).
- Transfer of \$500 from 110-43120-345 (Building & Grounds Telephone/Internet) to 110-48100-345 (Airport Telephone/Internet).

Mayor Thomas adjourned the January 20, 2015 City Council meeting at 5:35 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

APPROPRIATION ORDINANCE

Ordinance Number: 3504.04

AN ORDINANCE TO AMEND ORDINANCE NUMBER 3504, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR THE FISCAL YEAR 2014-2015 AND APPROPRIATE THE SUM OF \$189,000 FOR GENERAL FUND MID-YEAR BUDGET AMENDMENT.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3504 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2014-2015 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General	Revenue	110-32610	Building Permits	\$ 44,000			
General	Revenue	110-33603	Public Safety Inservice	\$ 49,000			
General	Revenue	110-35115	Redflex Citations	\$ 46,000			
General	Revenue	110-36700	Miscellaneous Revenue	\$ 50,000			
General	Finance	110-41530-515	Property Taxes			\$ 46,000	
General	GIS	110-41810-399	Other Contracted Services			\$ 11,000	
General	Police Supervision	110-42110-341	Electricity			\$ 12,000	
General	Police Supervision	110-42110-342	Water & Sewer			\$ 7,000	
General	Communication Shop	110-43175-341	Electricity			\$ 2,000	
General	Parks & Rec Supervision	110-44410-342	Water & Sewer			\$ 1,000	
General	Parks & Rec-Playgrounds	110-44420-342	Water & Sewer			\$ 10,000	
General	Parks & Maintenance	110-44430-341	Electricity			\$ 60,000	
General	Parks & Maintenance	110-44430-342	Water & Sewer			\$ 40,000	
			Totals	\$ 189,000	\$ -	\$ 189,000	\$ -

In Balance

PASSED ON FIRST READING THIS 3rd Day of February 2015

ATTEST: _____

Mayor
City Administrator

PASSED ON SECOND READING THIS 17th Day of February 2015

ATTEST: _____

Mayor
City Administrator

**RESOLUTION NO. _____
BEING A RESOLUTION AUTHORIZING THE APPLICATION FOR
THE FY2014 FEDERALLY FUNDED HOME GRANT FOR HOUSING
REHABILITATION FOR LOW INCOME HOUSEHOLDS**

WHEREAS the City of Morristown recognizes the need for housing rehabilitation for low income residents residing within the city; and

WHEREAS the City desires to provide housing rehabilitation services to these residents; and

WHEREAS the City Council understands that the U.S. Department of Housing and Urban Development allows for assistance through the HOME program, administered by the Tennessee Housing Development Agency (THDA), to provide housing rehabilitation for low-income persons, and

NOW THEREFORE BE IT RESOLVED, that the City Council of Morristown does hereby authorize the Mayor of Morristown to file an application for FY2014 HOME funds with THDA not to exceed \$500,000.

BE IT FURTHER RESOLVED, that this resolution takes effect from and after its passage, the public welfare requiring it.

This Resolution adopted this the 17th day of February, 2015.

Danny Thomas, Mayor

ATTEST:

Anthony W. Cox
Morristown City Clerk/Recorder

**RESOLUTION NO. _____
BEING A RESOLUTION DIRECTING PAYMENT OF TAX
EQUIVALENT, ELECTRIC & WASTEWATER.**

WHEREAS, Chapter 84, Public Acts of 1987, Tennessee Code Annotated, empowers the City Council to be paid revenues in lieu of taxes by the Morristown Utility Commission; and

WHEREAS, necessary data have been supplied by the Morristown Utility Commission and calculations of tax equivalents payable have been made in accordance with the provisions of Chapter 84, Public Acts of 1987 and other relevant contracts between the taxing jurisdictions;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Morristown, Tennessee that the Morristown Utility Commission is hereby directed to pay the following amounts of tax equivalents to the respective taxing jurisdictions for the fiscal year beginning July 1, 2014 and ending June 30, 2015.

ELECTRIC

Jurisdiction	Amount
City of Morristown	\$1,156,987.50 (77.5%)
Hamblen County	<u>\$ 335,899.60 (22.5%)</u>
Total In-Lieu Tax Payable	<u>\$1,492,887.10</u>

WASTEWATER

FY2015	\$ 375,553
Underpayment FY2014	<u>\$ 36,077</u>
Total in-Lieu Tax Payable	<u>\$ 411,630</u>

Adopted this the 17th day of February, 2015.

Mayor

ATTEST:

City Administrator/Recorder

Morristown

TAX EQUIVALENT COMPUTATIONS
FOR FISCAL YEAR 2015

ONLY ENTER INFORMATION IN BLUE CELLS!!

PART I

	Morristown	Hamblen Co. (in)	Hamblen Co. (out)	Location	Location	Location	TOTAL
ELECTRIC PLANT PER TAX DISTRICT (+ Const. WIP)	98,691,713.49	98,691,713.49	6,256,512.65	0.00	0.00	0.00	104,948,226.14
ACCUMULATED DEPRECIATION	41,299,940.86	41,299,940.86	3,413,040.57	0.00	0.00	0.00	44,712,981.43
NET PLANT	57,391,772.63	57,391,772.63	2,843,472.08	0.00	0.00	0.00	60,235,244.71
MATERIALS & SUPPLIES	1,288,417.92	1,288,417.92	0.00	0.00	0.00	0.00	
TAX EQUIVALENT BASE	58,680,190.55	58,680,190.55	2,843,472.08	0.00	0.00	0.00	
STATE UTILITY ASSESSMENT RATIO (TN)	0.55	0.55	0.55	0.55	0.55	0.55	
LOCAL PROPERTY TAX RATE	\$0.0105	\$0.0164	\$0.0185	\$0.0000	\$0.0000	\$0.0000	
STATE EQUALIZATION RATIO	1.0000	1.0000	1.0000				
SUB-TOTALS	\$338,878.10	\$529,295.32	\$28,932.33	\$0.00	\$0.00	\$0.00	

TOTAL PART I

\$897,105.75

PART II

	2014	2013	2012
TOTAL OPERATING REVENUE	78,160,297.00	77,136,854.00	76,003,083.00
ACCUMULATED PROVISION FOR UNCOLLECTIBLE ACCOUNTS (previous year) PG 16 ITEM 144	314,149.00	399,002.00	320,973.00
UNCOLLECTIBLE ACCOUNTS (this year) PG 5 ACCT. 904	192,230.15	78,141.00	206,448.54
ACCUMULATED PROVISION FOR UNCOLLECTIBLE ACCOUNTS (this year) PG 16 ITEM 144 (deduct ---enter as negative)	(254,457.00)	(314,149.00)	(399,002.00)
LESS UNCOLLECTIBLE ACCOUNTS	251,922.15	162,994.00	128,419.54
LESS POWER COST	62,661,481.00	62,088,085.00	61,323,731.00
SUB-TOTALS	15,246,893.85	14,885,775.00	14,550,932.46
TOTAL OF THREE BASE YEARS REVENUE		\$44,683,601.31	

TOTAL PART II

\$595,781.35

TOTAL TAX EQUIVALENT FOR YEAR

\$1,492,887.10

Water and Sewer
In Lieu of Tax Formula
For the Fiscal Year Ending 06/30/2015

Based on FY2014 audited numbers.

ITEM	DESCRIPTION	
I.	City Tax Rate - FYE 6-30-13	\$ 1.05
II.	Appraisal Ratio - FYE 6-30-13	<u>1.00</u>
III.	Equalized Tax Rate (Item I times II)	<u>\$ 1.05</u>
IV.	Net Fixed Asset (Book Value - 6/30/13)	\$ 64,890,193
V.	Materials and Supplies (Book Value - 6/30/13)	<u>\$ 140,585</u>
VI.	Net Asset Book Value - 6-30-13 (Items IV plus V)	<u>\$ 65,030,778</u>
VII.	Utilities Tax Ratio (55%)	<u>55%</u>
VIII.	Taxable Assessed Value (Item VI times VII)	<u>\$ 35,766,928</u>
IX.	In-Lieu of Taxes (Items III times VIII divided by 100)	\$ 375,553
	Plus: Underpayment in FY 2014	\$ 36,077
	Total to be Paid to the City of Morristown	\$ 411,630



MORRISTOWN UTILITY SYSTEMS

441 West Main Street
P.O. Box 667
Morristown, Tennessee 37815
Phone: (423) 586-4121 Fax: (423) 587-6590

February 5, 2015

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

RE: Tax Equivalent-Electric

Dear Sir,

Please let this letter serve as a request to place the enclosed resolution regarding tax equivalent payments for fiscal 2015 on the next available City Council meeting agenda. Copies of the resolution passed February 5, 2015 by the Utility Board of Commissioners as well as a proposed resolution for the City are enclosed.

The tax equivalent amounts for the upcoming year are based on fiscal 2014 revenues and plant additions. The formulas and methods of calculation are those set forth by the State of Tennessee. TVA auditors have audited all calculations.

If there are any questions, feel free to contact me at the numbers listed on the letterhead.

Sincerely,

A handwritten signature in black ink, which appears to read "C. H. Rucker". The signature is fluid and cursive, with the first and last names being clearly legible.

Clark Rucker
Assistant General Manager

**RESOLUTION DIRECTING PAYMENT OF TAX EQUIVALENT
ELECTRIC**

Resolution # 2015-01-03

WHEREAS, Chapter 84, Public Acts of 1987, Tennessee Code Annotated, empowers the City Council to be paid revenues in lieu of taxes by The Morristown Utility Commission; and

WHEREAS, these bodies will consult regarding the amounts of tax equivalents to be paid to taxing jurisdictions in the service areas of the electric system; and


WHEREAS, necessary data has been supplied by The Morristown Utility Commission and calculations of tax equivalents payable have been made in accordance with the provisions of Chapter 84, Public acts of 1987, the TVA Power Contract with the City of Morristown and other relevant contracts between the taxing jurisdictions;

NOW, THEREFORE, BE IT RESOLVED, by The Morristown Utility Commission that the Morristown Utility Commission hereby agrees to pay the following amounts of tax equivalents to the respective taxing jurisdictions for the fiscal year beginning July 1, 2014 and ending June 30, 2015:

Jurisdiction	Amount
City of Morristown	\$1,156,987.50 (77.5%)
Hamblen County	<u>\$ 335,899.60</u> (22.5%)
Total In-Lieu Tax Payable	<u>\$1,492,887.10</u>

ADOPTED this 5th day of Feb, 2015


George B. McGuffin, Chairman


Harold L. Nichols, Secretary



MORRISTOWN UTILITY SYSTEMS

441 West Main Street
P.O. Box 667
Morristown, Tennessee 37815
Phone: (423) 586-4121 Fax: (423) 587-6590

February 5, 2015

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

RE: Tax Equivalent-Wastewater

Dear Sir,

Please let this letter serve as a request to place the enclosed resolution regarding wastewater tax equivalent payments for fiscal 2015 on the next available City Council meeting agenda. Copies of the resolution passed February 5, 2015 by the Utility Board of Commissioners as well as a proposed resolution for the City are enclosed.

The tax equivalent amounts for the upcoming year are based on fiscal 2014 revenues and plant additions. The formulas and methods of calculation are those set forth by the State of Tennessee.

If there are any questions, feel free to contact me at the numbers listed on the letterhead.

Sincerely,

A handwritten signature in black ink, appearing to read "C. H. Rucker", is written over a horizontal line.

Clark Rucker
Assistant General Manager

**RESOLUTION DIRECTING PAYMENT OF TAX EQUIVALENT
WASTEWATER**

NOW, THEREFORE, BE IT RESOLVED, by The Morristown Utility Commission that the Morristown Utility Commission hereby agrees to pay the following amount of wastewater tax equivalents to the City of Morristown for the fiscal year beginning July 1, 2014 and ending June 30, 2015:

FY 2015	\$ 375,553
Underpayment FY 2014	<u>\$ 36,077</u>
Total In-Lieu Tax Payable	<u>\$ 411,630</u>

ADOPTED this _____ day of _____, 2015

Mayor

Recorder

**RESOLUTION DIRECTING PAYMENT OF TAX EQUIVALENT
WASTEWATER**

Resolution # 2015-01-02

NOW, THEREFORE, BE IT RESOLVED, by The Morristown Utility Commission that the Morristown Utility Commission hereby agrees to pay the following amount of wastewater tax equivalents to the City of Morristown for the fiscal year beginning July 1, 2014 and ending June 30, 2015:

FY 2015	\$ 375,553
Underpayment FY 2014	<u>\$ 36,077</u>
Total In-Lieu Tax Payable	<u>\$ 411,630</u>

ADOPTED this 5th day of Feb, 2015


George B. McGuffin, Chairman


Harold L. Nichols, Secretary

**ORDINANCE NO. _____,
BEING AN ORDINANCE TO AMEND TITLE 20, CHAPTER 6, (CITY
PARK RULES AND REGULATIONS) SECTION 20-602, SUBSECTIONS
(23), (26), (32), (36) AND (37):**

Be it ordained by the City Council of the City of Morristown that Title 20, Chapter 6, Section 20-602, Subsections (23), (26), (32), (36) and (37) are amended as follows:

1. The current language of Subsection (23) is deleted and substituted therefor is the following:

“(23). Title 11 Chapter 4 Sections 11-403 and 11-404 are incorporated herein by reference.”

2. The current language of Subsection (26) is deleted in its entirety.

“(26). Deleted.”

3. There is added to the current language of Subsection (32) the following:

“(32) ...No one shall be allowed in the parks between the hours of 10:00 p.m. and 6:00 a.m.”

4. The current language of Subsection (36) is restated as follows:

“(36). The Department of Parks and Recreation is granted by the Governing Body the authority to make known additional rules and regulations as it deems necessary to insure the orderly growth and protection of the park, recreation and natural resource areas under its control consistent with and in furtherance of the intent of this ordinance. Such additional rules and regulations shall have the force and effect of law 10 days after their adoption by the Parks and Recreation Advisory Board, after their publication once a week for two weeks in a local newspaper and after a copy thereof has been posted near each gate or principal entrance to the public ground to which they apply. In addition, a copy of this Ordinance and any future additional rules and regulations adopted by the Parks and Recreation Advisory Board, pursuant to this Ordinance shall be posted near each gate or principal entrance to the public ground to which they apply and made available for public inspection or review at the principal office of the Parks and Recreation Advisory Board, and the Municipal Building.”

5. The current language of Subsection (37) is restated as follows:

“(37). The Director shall be the final authority in interpreting the rules and regulations relating to the park, recreation, natural resources, historical, and cultural areas of the City of Morristown. Director shall also be responsible for the administration of this ordinance. An appeal from the Director’s decision or action shall lie with the City Recreation Advisory Board. An appeal of the Director’s decision shall be filed in writing with the City Recreation Advisory Board within 10 days of the rendering of a final decision or adverse action by the Director. The Recreation Advisory Board shall render its decision at the next regularly scheduled monthly meeting if the Director’s decision is rendered at least 10 days prior thereto. If the Director’s decision is rendered within 10 days of the next regular meeting of the Parks and Recreation Advisory Board, then the Board may, but shall not be required to hear the appeal at the second regular Board meeting following the Director’s decision.”

This ordinance shall become effective on second and final reading.

PASSED ON FIRST READING THIS THE 17TH DAY OF FEBRUARY, 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 3RD DAY OF MARCH, 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Quote #: **JCHA5004B8-1**

, Inc. an L.B. Foster Company

Mailing Address:CXT Incorporated, an LBFoster Co.
3808 North Sullivan Road Bldg. #7
Spokane Valley, WA 99216**To:** **City of Morristown**100 W. 1st North Street
Morristown, TN 37814**Attention:** Logan Engle**Phone:** (423) 585-4624**Fax:** (423) 318-1544**Phone:** (800) 696-5766**Fax:** (509) 928-8220**Date:** 02/10/2015**Re:**

Our quotation for the Cortez Special building is as follows:

Per Building

Cortez flush building with standard simulated rib metal or cedar shake roof and barnwood wall texture, two tone color, three 16-gauge galvanized steel doors and frames, one Norton door closer for wash room, vitreous china plumbing fixtures (1-lavatory, 1-water closet), two stainless steel soap dispensers, two hand dryers, one paper towel dispenser, 3 compartment stainless steel sink, s/s counter, s/s shelf, 3-roll toilet paper holder, two RVF4XL exhaust fans, three GFI outlets, floor drains, s/s mirror, ADA grab bars, ADA signs, one hose bib in chase, one hose bib in produce wash room, motion controlled interior lights and photo cell controlled exterior lights. PE Stamped drawings included. Drawing #CZ-04

\$48,802.35

\$48,802.35**FOB:** Freight FOB Destination. Price includes delivery, off-loading and setting the building on a customer prepared pad and utility stub in the Morristown, TN area. Final connection of utilities included.**Terms:** Net 30 with Credit Approval.**Shipment:** Within 90 days ARO

Notes: **Important:** Tractor trailer and crane must have access to site and literally be able to set up next to utility pad for off loading of the building. If drop deck trailer cannot get next to the site then a \$1500 short trailer transfer or hydraulic trailer fee will be incurred.
Road must allow standard 120' truck and trailer or short trailer transfer clear passage to site. It is the customer's responsibility to address any encumbrances to site access.

Sales tax not included

Number of Units: ____

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

L.B. FOSTER COMPANY

By _____

Jeff Chambers
JChambers@lbfooster.com

Accepted this _____ day of _____ 20____

By: _____ (Customer Name)

(Signed)

CONDITIONS OF SALE

1. Taxes: Prices exclude all Federal/State/Local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

2. Payment Terms

Payment to CXT by the purchaser shall be made net 30 days after the submission of the invoice to the purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning the 35th day (includes 5 day grace period) from the date of the invoice. Under no circumstances can a retention be taken and purchaser shall pay the full invoiced amount without offset or reduction. These terms are available upon approval of credit. If CXT initiates legal proceeding to collect any unpaid amount or other dispute arising out of or relating to this Quote, purchaser shall be liable for all of CXT's costs, expenses and attorneys fees associated with such litigation, including the fees and costs of any appeal.

3. Quotation Term: This offer is subject to acceptance within 60 days from the date of this quotation. After that time, prices are subject to change without notice.

4. Drawings

Prices do not include any documentation other than standard drawings, packing lists, and invoices, unless otherwise stated in quote. Special documentation, reports, or submittals can be supplied at an additional cost. If additional engineering, engineering seals, state approvals, drawings, or insignias are required additional charges may incur.

5. Delivery

Delivery will be scheduled immediately upon receipt of written customer approval of all building submittals, building worksheet(s) and signed contract/purchase order. In the event delivery of the buildings ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment, the terms of which will be as per item 2 in our quotation. Delivery and installation charges will be invoiced at the time of delivery and installation. Should the delivery and installation costs increase due to changes in the delivery period, this increase in cost will be added to the price originally quoted, and will be subject to the contract payment terms. In the event that the delivery is delayed more than 45 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1% of contract price per month or part of any month will be charged.

6. Fuel Costs

Fuel costs for crane and freight have been quoted at fuel prices furnished at the time of quotation. If at the time of delivery and installation these costs have risen, CXT reserves the right to adjust the freight and crane costs to reflect the fuel costs furnished at the time of delivery.

7. Responsibilities of the Customer

- A. Stake exact location building is to be set, including orientation.
- B. Provide clear and level site, free of overhead and/or underground obstructions.
- C. Provide site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements.
- D. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles from State highway and/or main county road to site. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation.
- E. Customer is responsible for all permits required.
- F. Completing and complying with Pre-Order Information Worksheet that is incorporated herein by this reference.

8. Access to Site

For Installation methods described below in paragraph 9 A & B, delivery will be made in normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck equipment for any reason, CXT shall be entitled to payment for extra costs to ensure a safe and quality installation to the chosen site or will agree to an alternative site with better access.

To safely offload the facility referred to within this quotation, CXT must have clear and unobstructed access next to the gravel pad or hole where the facility will be placed. CXT is not responsible for cracked or damaged roads, driveways, sidewalks or aprons that are in the path of the delivery trucks or cranes at the final offloading site. Should CXT be required to obtain a larger crane than quoted due to site amenities or hardscapes, CXT will charge the customer the difference between the crane originally quoted, and the one that was hired to successfully offload the facility safely and efficiently.

9. Installation

- A. Full Install. If the customer opts to have full installation of their new building, CXT will provide a backhoe trailered into the site, and prepare the customer site at the marked hole/pad area. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Installation crew then performs all necessary excavation, backfill, compaction, site grading, and connection of utilities (if applicable). Please note: additional time and any special equipment needed by the installation crew for unscheduled site work will be billed to the customer.
- B. Set-Only Install. If the customer opts to prepare the hole, and do earthwork preparation for the site, the customer will move all excess dirt to allow access by the crane and semi-truck. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Customer performs all necessary excavation, backfill, compaction, site grading, connection of utilities (if applicable). If the pad for a flush building, or a customer prepared excavation/ hole prep is not to CXT specifications, and results in extra costs the customer will be responsible for these extra costs.
- C. Ship-Only. If customer opts to self-install their building CXT can provide a drawing of the recommended lifting /rigging arrangement plus the four special lifting plates for the buildings itself with a refundable deposit of \$1,000.00 payable by credit card only. The customer must return lifting plates and hardware to CXT (at customers cost) within 2 weeks (14) days or a \$1,000.00 fee will be charged to the customer credit card. Please note: It is highly recommended that you use our lifting/rigging arrangements. The CXT arrangements will help prevent damage to the building. CXT will not take responsibility for any damage/accidents to the building or workers during the use or non-use of our recommended lifting/rigging arrangements.
- D. CXT shall be entitled to reimbursement from customer for any expenses that are the result of conditions encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated by the customer or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities at the customer's location.
- E. Should customer request additions or changes to the work, CXT shall be entitled to payment for additional or changed work. Any request for additions or changed work shall be in writing executed by Customer Field Representative by signing the additional work required section of the Building Acceptance Form, incorporated herein by this reference.

10. Transportation

Your building(s) will be transported from our plant to your installation site via semi-truck with trailer. The length and clearance vary with the style of trailer used to accommodate your building model(s) and must be taken into consideration when determining access to site. If you ordered a(n)....

Cascadian/Rocky Mountain - Requires 1 truck: When shipped in 2-pieces (standard) the building with vault is shipped on a flatbed trailer. The length of the

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tractor-trailer can be up to 75' long. Must have a 14' height clearance to access site.

Gunnison - Requires 1 truck: Shipped with its vault, this building is typically shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height clearance to access site.

Tioga Special • Requires 2 trucks: 1 to transport the building and 1 to transport vaults. The building is typically shipped on a step-deck trailer and 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

Dbl Cascadian/Dbl Rocky Mountain • Requires 2 trucks: 1 to transport the building and 1 to transport the vaults. The building is typically shipped on a dbl-drop or low boy trailer (approximate ground clearance of 4 to 6") and the 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can range from 75' to 80'. Must have 14' height and 14' width clearance to access site.

Cortez/Ozark /Teton/Pioneer - Requires 1 truck: Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height and 14' width clearance to access site.

Large Flush, Sectional, or Custom Bldgs -

(Arapahoe/OzarkII/Cheyenne/Montrose/Taos/Rainier/PomonayNavajo/Malibu/Kodiak/FontanayDiablo/Denali)

Requires 2-4 trucks, depending on size of building. Each section will be shipped on an RGN trailer (approximate ground clearance of 4 to 6"). The length of the tractor-trailer can range from 80' to 115'. Must have 14' height and 14' width clearance to access site. The Denali model could ship on either an RGN trailer or a dbl-drop.

Schweltzer/Mendocino - Requires 1-2 trucks, depending on size of building. Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

11. CXT Warranty

CXT warrants that all structures sold pursuant hereto will, when delivered, conform to specifications of the building listed on the quote. Structures shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. It is specifically understood that CXT's obligation hereunder is for credit or repair only. CXT will repair structural defects against materials and workmanship for one (1) year from date of delivery provided CXT is first given the opportunity to inspect said structure. CXT warrants all components sold within all structures pursuant here to when delivered within structures. Components deemed accepted and meeting specifications shall be warranted for a period of one (1) year against defects in the materials and/or workmanship from said date of delivery. CXT is not responsible for components that are damaged due to misuse, acts of violence, negligence, acts of God, or accidents. Shipping, handling, installation or other incidental or consequential costs, unless otherwise agreed to in writing by CXT, are not included.

This warranty shall not apply to:

Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely effect the stability or reliability thereof;

To any goods which have been subject to misuse, negligence, acts of God, or accidents;

To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

12. Disclaimer of Other Warranties

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. CXT MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

13. Limitation of Remedies

In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

14. Acceptance

The foregoing terms will be deemed accepted in full by signature and return of one copy to CXT, subject to customer credit approval. A copy of any applicable form of payment security device (i.e. payment bonds) available to CXT shall be included with the signed copy of this agreement.

15. Timing of Billing to Buyer

Seller will invoice Buyer upon shipment from its supplier or facility, unless otherwise indicated on the face of this document.

16. Storage of Material For Buyer

If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein.

17. Material Reservation

Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.

Annual Support Agreement and License Agreement for Munis® Software

This Annual Support Agreement and License Agreement for Munis® Software ("Support Agreement") is made by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the client named in the attached invoice ("Client").

WHEREAS, Tyler and Client are parties to an original agreement ("Agreement"); and

WHEREAS, Tyler and Client desire to renew the maintenance services term under the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. Tyler shall provide maintenance services to Client, as specified in the Agreement and Tyler's then-current support call process, during the period set forth in the attached invoice.
2. Client shall remit to Tyler maintenance fees in the amount set forth in the attached invoice.
3. Maintenance services will renew automatically for additional one (1) year terms at Tyler's then-current maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.
4. This Support Agreement shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Agreement as of the dates set forth below.

Tyler Technologies, Inc.
ERP and School Division

By: Christopher P. Hepburn

Name: Christopher P. Hepburn

Title: Senior Vice President

Client: City of Monrovia

By: Larry Clark

Name: Larry Clark

Title: Administrative Services Dir.

Date: _____



Empowering people who serve the public*

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-126420	03/01/2015	1 of 2

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com



Bill To: CITY OF MORRISTOWN
ATTN: Debbie Stamper
PO BOX 1499
MORRISTOWN, TN 37816-1499

Ship To: CITY OF MORRISTOWN
ATTN: Debbie Stamper
PO BOX 1499
MORRISTOWN, TN 37816-1499

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
2842	62515		USD	NET30	03/31/2015

Date	Description	Units	Rate	Extended Price
Contract No.: MORRISTON, CITY OF				
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	1,675.76	1,675.76
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - INVENTORY	1	1,996.11	1,996.11
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	2,150.54	2,150.54
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	1,842.95	1,842.95
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD	1	519.75	519.75
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	1,396.26	1,396.26
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - PAYROLL	1	3,239.21	3,239.21
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	2,150.54	2,150.54
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	TYLER FORM PROCESSING SUPPORT	1	2,326.66	2,326.66
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - TAX ADMINISTRATION	1	2,350.92	2,350.92
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	8,098.01	8,098.01
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	837.24	837.24
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES	1	1,675.76	1,675.76
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS	1	1,494.53	1,494.53
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	1,396.26	1,396.26
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			



Empowering people who serve the public®

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-126420	03/01/2015	2 of 2

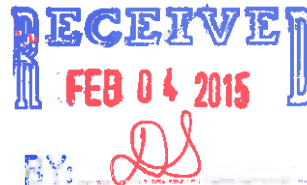
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Customer No.	Ord No	PO Number	Currency	Terms	Due Date
2842	62515		USD	NET30	03/31/2015
Date	Description	Units	Rate	Extended Price	



ATTENTION

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	33,150.50
Sales Tax	0.00
Invoice Total	33,150.50

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From the Desk of

Debbie Stamey

Clerk/Executive Assistant

(423) 585-4603

e-mail dstamey@mymorristown.com

TO: MAYOR & COUNCILMEMBERS

RE: APPOINTMENT OF BOARD/COMMISSION MEMBER

DATE: February 13, 2015

The following Board/Commission Member's term will expire on March 1, 2015. This is a Mayoral appointment or re-appointment scheduled for the February 17, 2015 City Council meeting.

Morristown Planning Commission

Term(s) expiring:

- a. Katy Tindall Klouse
- b. Jim Beelaert