

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
JUNE 16, 2015 – 5:00 P.M.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Dr. Chris Dotson, Chaplain Coordinator City of Morristown

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. June 2, 2015

6. PROCLAMATIONS/PRESENTATIONS

1. Dairy Month Proclamation.

**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. 3520
An Ordinance of the City of Morristown, Tennessee Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2015 and Ending June 30, 2016.

9. NEW BUSINESS

9-a. Resolutions

1. Resolution No. _____

A Resolution Authorizing the Disbursement to the ALPS, Boys & Girls Club of Morristown, Inc., CEASE, Inc., The Child Advocacy Center, Girls, Inc., Helping Hands Clinic, Inc., KAB, M-H Child Care Centers, Helen Ross McNabb Center (New Hope Recovery), Rose Center, Senior Citizens Center, Senior Citizens Home Assistance Service, Stepping Out, Helen Ross McNabb Center (Youth Emergency Shelter), Boys & Girls Club Swim Team, TN Achieves, Diversity Task Force, HC*EXCELL, Economic Development, Crockett Tavern, Workforce Development, and of those funds allocated to these non-profit Charitable and Civic Organizations in the City of Morristown's 2015/2016 Fiscal Year Budget.

2. Resolution No. _____

Initial Resolution Authorizing the Incurrence of Indebtedness by the City of Morristown, Tennessee, in the amount of not to exceed \$10,000,000, by the Execution with the Public Building Authority of the City of Clarksville, Tennessee, of a loan agreement to provide funding for certain Wastewater System Improvements, and to fund the incidental and necessary expenses related thereto.

3. Resolution No. _____

A Resolution Authorizing a Loan Pursuant to a Loan Agreement between the City of Morristown, Tennessee, and the Public Building Authority of the City of Clarksville, Tennessee, in the Principal amount of not to exceed \$10,000,000; Authorizing the Execution and Delivery of such loan agreement and other documents relating to said loan; approving the issuance of a bond by such public building authority; providing for the application of the proceeds of said loan and the payment of such indebtedness; and, consenting to the assignment of the City's obligation under such loan agreement; and certain other matters.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____

An Ordinance to close and vacate certain rights-of-way within the City of Morristown. *{Portion of Lennie Avenue right-of-way between Crescent Street at South Henry Street.}*
{Public Hearing July 7, 2015}

2. Ordinance No. _____
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 \$1,027,825 for Year End Budget Amendment of the General Fund.
{Public Hearing July 7, 2015}
3. Ordinance No. _____
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 \$160,000 for Year End Budget Amendment of the CDBG Fund.
{Public Hearing July 7, 2015}
4. Ordinance No. _____
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 \$17,000 for Year End Budget Amendment of the Narcotics Fund.
{Public Hearing July 7, 2015}
5. 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 \$1,153,500 for Year End Budget Amendment for the Self-Insurance Fund.
{Public Hearing July 7, 2015}

9-c. Awarding of Bids/Contracts

1. Bid/Contract for Hangar Rehabilitation at Morristown Regional Airport to Andrews Construction, Inc. in the amount of \$311,091.25.
2. Agreement between City of Morristown Parks & Recreation Department and Murrell Burglar Alarms for Burglar Alarm Monitoring System(s) at Wayne Hansard Park in the amount of \$38 a month or \$426 a year, Frank Lorino Concessions in the amount of \$38 a month or \$426 a year and Frank Lorino Maintenance Building in the amount of \$38 a month or \$426 a year.
3. Approve Change Order #3 to Summers-Taylor, Inc. for Paving Project (work added on Walters Drive); net increase of this change order \$72,616.36 bringing total contract price from \$803,970.45 to \$876,586.81.
4. Approve Task Order #004-A to Kimley-Horn in the lump sum amount of \$17,050. This is an amendment to Task Order 004 for the Lincoln Heights Safe Route to School Project. This amendment will serve as Phase 2 of the design services.

9-d. Board/Commission Appointments

1. City Council's consideration of Mayor Chesney's nomination to the Morristown Utility Commission for a five year term to expire on July 31, 2020. {Term expiring: Harold Nichols}
2. Citizen Appointment by the City Council, who may not be an employee or officer of the City or County, to fill the remaining term of Kim Hall to the Morristown-Hamblen Humane Society Board of Directors.

9-e. New Issues

1. Police Department Promotion, Training Division.

10. CITY ADMINISTRATOR'S REPORT

1. Line Item Transfer(s).
 - a. General Fund
 - b. CDBG Fund
 - c. Narcotics/Vice Fund
 - d. LAMPTO Fund
 - e. Solid Waste Fund
 - f. Storm water Fund

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
July 3, 2015 (Friday)
July 7, 2015 (Tues) 5:00 p.m.
July 21, 2015 (Tues) 4:00 p.m.
July 21, 2015 (Tues) 5:00 p.m.
August 4, 2015 (Tues) 5:00 p.m.
August 7-8, 2015 (Fri. – Sat) noon-noon

August 18, 2015 (Tues) 4:00 p.m.
August 18, 2015 (Tues) 5:00 p.m.
September 1, 2015 (Tues) 5:00 p.m.
September 7, 2015 (Monday)
September 15, 2015 (Tues) 4:00 p.m.
September 15, 2015 (Tues) 5:00 p.m.

City Employee's Holiday (Independence Day)
Regular City Council Meeting with Work Session
Finance Committee Meeting
Regular City Council Meeting with Work Session
Regular City Council Meeting with Work Session
City Council Annual Planning Retreat
Meadowview Conference Center, Kingsport, TN
Finance Committee Meeting
Regular City Council Meeting with Work Session
Regular City Council Meeting with Work Session
City Employee's Holiday (Labor Day)
Finance Committee Meeting
Regular City Council Meeting with Work Session

WORK SESSION AGENDA
JUNE 16, 2015
5:00 p.m.

1. TDEC-RES Assessment of Parks & Recreation.

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
JUNE 2, 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, June 2, 2015, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Chris Bivens, Kay Senter, Dennis Alvis, Ken Smith and Tommy Pedigo; absent Bob Garrett.

Mark Campbell, Chaplain Morristown Police Department, led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Senter made a motion to approve the May 19, 2015 minutes as circulated. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held regarding Resolution No. 08-15.

Councilmember Alvis made a motion to approve Resolution No. 08-15. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

RESOLUTION NO. 08-15

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTY LOCATED ALONG THE SOUTHEAST INTERSECTION OF VETERANS PARKWAY AND MERCHANTS GREENE (STATE ROUTE 474).

PLAN OF SERVICES

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

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

TO BE ZONED PCD - PLANNED COMMERCIAL DISTRICT.

Properties as Identified as being a portion of Hamblen County Tax Parcel ID #032 048 05900, (Whiteside-Barrett Subdivision) with current address being 640 South Bellwood Road containing 18 +/- acres; also included is that property being a portion of Hamblen County Tax Parcel ID# 032 048 05901, (Whiteside-Barrett Subdivision) with current address being 700 Merchants Greene Boulevard containing 18 +/- acres for a total of 36 +/- acres.

Section I. Pursuant to the provisions of Title 6, Chapter 51, Tennessee Code Annotated,

there is hereby adopted, for the area bounded as described above, the following plan of services.

a. Police

1. Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment, will be provided upon the effective date of annexation.
2. Traffic signals, traffic signs, street markings and other traffic control devices will be installed as the need therefore is established by appropriate study and traffic standards.

b. Fire

Fire protection by the present personnel and the equipment of the fire fighting force, within the limitations of available water and distances from fire stations, will be provided upon the effective date of annexation.

c. Water

Water for potable use and fire protection will be provided in accordance with the current policies in effect for Alpha-Talbott Utility District.

d. Sanitary Sewer

The necessary collecting, intercepting and trunk sewers to serve the substantially developed annexed area(s) shall be in accordance with the current policies of Morristown Utilities Commission. Any extension of said sewers beyond that of the city's policies shall be at the expense of the property owner or property developer.

e. Electrical

Electrical service for domestic, commercial and industrial use will be provided and in accordance with current policies of Morristown Utility Commission.

f. Refuse Collection

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

g. Streets

1. Routine maintenance, on the same basis as in the present city, will begin in the annexed area when funds from the State gasoline tax based on the annexed population are received (usually July 1 following the effective date of annexation).

2. Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under current policies of the city.

h. Inspection Services

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

i. Planning and Zoning

The planning and zoning jurisdiction of the city will apply to the annexed area in conjunction with the effective date of annexation. The Morristown Regional Planning Commission recommended the zoning designation of Planned Commercial District.

j. Street Lighting

Street lights will be installed under the standards currently prevailing in the existing city.

k. Recreation

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

l. Miscellaneous

Street name signs where needed will be installed as new street construction requires.

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

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

Passed this the 2nd day of June, 2015.

MAYOR

ATTEST:

CITY ADMINISTRATOR

A Public Hearing was held regarding Ordinance No. 3519.

Councilmember Bivens made a motion to approve Ordinance No. 3519 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3519

An Ordinance to Annex Certain Territory and to Incorporate Same within the Corporate Boundaries of the City of Morristown, Tennessee; [Annexation of property located between Merchants Greene Boulevard (State Highway 474) and South Bellwood Road south of Veterans Parkway including portions of Hamblen County Tax Map Parcel 032 048 05900 and Hamblen County Tax Map Parcel 032 048 05901] with the Zoning Designation of Planned Commercial Development (PCD).]

Councilmember Pedigo made a motion to approve Ordinance No. 3520 on first reading and schedule a public hearing relative to final passage of said Ordinance for June 16, 2015. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Ordinance No.. 3520

An Ordinance of the City of Morristown, Tennessee Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2015 and Ending June 30, 2016.

Councilmember Bivens made a motion to award the bid/contract in the amount of \$130,490.00 to Summers-Taylor for Stormwater Drainage Improvements Five Points at SR 343. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to award the bid/contract in the amount of \$509,714.65 for Morristown Regional Airport Apron Rehabilitation with a five percent (5%) City Match of \$25,485.73. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the agreement between City of Morristown and McGill Associates, P.A. (Engineer) for construction phase of the Farmers Market project for the following not-to-exceed costs: Construction Observation \$35,000; Construction Administration \$19,000. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Geographic Information Systems Software Maintenance Agreement with ESRI in the amount of \$50,000. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve Change Order #1 in the amount of \$4,604.48 to Hale Construction, Inc. for additional plumbing connections required for CXT restroom at Farmers Market. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to authorize the City Administrator to negotiate a property agreement with Douglas-Cherokee Economic Authority, Inc. for the Roberts School Building. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Mayor Chesney advised Council and the audience of the following changes to the Morristown-Hamblen Humane Society Board: the Mayor's designee will be David Tilson and Stan Eversole will replace Wayne NeSmith.

Mayor Chesney adjourned the June 2, 2015 City Council meeting at 5:40 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Office of the Mayor
Morristown, Tennessee

Proclamation



Whereas, dairy farmers have contributed to the development and well-being of the City of Morristown since its earliest formation, and

Whereas, the dairy industry is a major industry in the State of Tennessee and makes a significant contribution to the economy of our state, county and city, and

Whereas, milk and dairy foods provide health benefits and valuable nutrients, and

Whereas, real milk and dairy foods are superiors to their imitations in quality, values and taste, and

Whereas, the 78th celebration of June Dairy Month, highlighting the dairy industry, will occur during June, 2015,

Now, therefore, be it resolved that I Mayor Gary Chesney, on behalf of the City Council for the City of Morristown, declare the month of June 2015 be designated to the celebration of

June Dairy Month

and I call upon all government agencies and citizens to observe the month with appropriate programs and activities



In witness whereof I have hereunto set my hand and caused this seal to be affixed

ATTEST _____

DATE _____

ORDINANCE NO. 3520

AN ORDINANCE OF THE CITY OF MORRISTOWN, TENNESSEE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016

WHEREAS, *Tennessee Code Annotated* Title 9 Chapter 1 Section 116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Board of Mayor and City Council has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

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

SECTION 1: That the governing body estimates anticipated revenues of the municipality from all sources to be as follows for fiscal year 2016:

General Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
Local Taxes	\$23,283,793	\$23,303,223	\$24,405,466
Licenses And Permits	999,167	889,775	954,500
Intergovernmental	5,717,743	5,802,634	6,748,050
Charges For Services	139,412	145,000	148,000
Fines And Forfeitures	653,064	886,942	1,050,000
Uses of Money And Property	263,272	1,437,050	407,000
Bond Proceeds	0	0	1,300,000
Total Revenues	31,056,451	32,464,624	35,013,016
Beginning Fund Balance	11,118,191	12,155,081	12,440,290
Total Available Funds	42,174,642	44,619,705	47,453,306

CDBG Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
Local Taxes	\$0	\$0	\$0
Licenses And Permits	0	0	0
Intergovernmental	213,580	450,356	424,747
Charges For Services	0	0	0
Fines And Forfeitures	0	0	0
Uses of Money And Property	0	0	0
Total Revenues	213,580	450,356	424,747
Beginning Fund Balance	155,844	105,259	148,543
Total Available Funds	369,424	555,615	573,290

Narcotics Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
Local Taxes	\$0	\$0	\$0
Licenses And Permits	0	0	0
Intergovernmental	0	0	0
Charges For Services	0	0	0
Fines And Forfeitures	90,036	110,000	126,948
Transfer from General Fund	535,663	501,626	468,623
Total Revenues	625,699	611,626	595,571
Beginning Fund Balance	3,326	54,465	168,949
Total Available Funds	629,025	666,091	764,520

LAMPTO Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
Local Taxes	\$0	\$0	\$0
Licenses And Permits	0	0	0
Intergovernmental	161,676	192,992	242,638
Charges For Services	0	0	0
Fines And Forfeitures	0	0	0
Uses of Money And Property	0	0	0
Transfer from General Fund	106,399	82,122	45,850
Total Revenues	268,075	275,114	288,488
Beginning Fund Balance	396,340	455,620	490,100
Total Available Funds	664,412	730,734	778,588

Solid Waste Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
Local Taxes	\$0	\$0	\$0
Licenses And Permits	0	0	0
Intergovernmental	0	0	0
Charges For Services	1,370,370	1,400,000	1,392,000
Fines And Forfeitures	0	0	0
Uses of Money And Property	123,125	0	0
Transfer from General Fund	50,000	400,000	400,000
Total Revenues	1,543,495	1,800,000	1,792,000
Beginning Fund Balance	399,730	203,306	393,992
Total Available Funds	1,943,225	2,003,306	2,185,992

Storm Water Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
Local Taxes	\$0	\$0	\$0
Licenses And Permits	0	0	0
Intergovernmental	0	0	0
Charges For Services	1,330,147	1,425,000	1,506,799
Fines And Forfeitures	0	0	0
Uses of Money And Property	24,151	0	0
Total Revenues	1,354,298	1,425,000	1,506,799
Beginning Fund Balance	3,263,656	3,761,797	3,030,113
Total Available Funds	4,617,954	5,186,797	4,536,912

Insurance Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
Local Taxes	\$0	\$0	\$0
Licenses And Permits	0	0	0
Intergovernmental	17,080	15,256	19,844
Charges For Services	220,577	98,142	215,050
Insurance Premiums	3,849,880	3,765,729	4,036,292
Uses of Money And Property	0	0	0
Total Revenues	4,087,537	3,879,127	4,271,186
Beginning Fund Balance	1,100,333	1,017,542	1,260,704
Total Available Funds	5,187,870	4,896,669	5,531,890

SECTION 2: That the governing body appropriates from these anticipated revenues and unexpended and unencumbered funds as follows:

General Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
City Legislative Services	\$132,728	\$185,611	\$281,986
City Management	470,572	489,107	548,509
Finance	634,671	731,899	876,208
Procurement Services	73,259	71,025	61,075
Technology Services	261,549	474,393	209,399
Human Resource Services	583,701	672,509	755,646
Legal Services	122,335	142,566	147,395
Community Services	970,463	1,285,498	1,081,546
Code Enforcement Services	149,949	182,323	185,713
Engineering	270,078	230,849	402,368
GIS Department	27,514	227,443	342,110
Inspections	446,269	415,333	500,882
Police	7,160,072	7,149,740	7,783,489
Fire and Medical	7,325,972	6,776,225	8,837,792
Public Works	4,865,925	6,737,512	7,162,250
Park & Rec	2,037,972	2,079,996	2,042,434
Outside Agencies	245,175	238,200	250,000
Airport	1,627,985	1,094,746	1,906,619
Debt	1,388,237	1,434,422	1,784,390
Special Appropriations	968,316	999,588	1,375,015
Internal Transfers	256,819	560,430	885,286
Total Appropriations	30,019,561	32,179,415	37,420,112
Surplus/(Deficit)	1,036,890	285,209	(2,407,096)
Ending Fund Balance	12,155,081	12,440,290	10,033,194

CDBG Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
CDBG Administration	\$103,175	\$96,819	\$119,005
CDBG Programs	160,990	310,253	308,035
Internal Transfers	0	0	0
Total Appropriations	264,165	407,072	427,040
Surplus/(Deficit)	(50,585)	43,284	(2,293)
Ending Fund Balance	105,259	148,543	146,250

Narcotics Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
Police Vice	\$93,542	\$0	\$0
Police Narcotics	481,018	497,142	595,571
Internal Transfers	0	0	0
Total Appropriations	574,560	497,142	595,571
Surplus/(Deficit)	51,139	114,484	0
Ending Fund Balance	54,465	168,949	168,949

LAMPTO Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
Transportation Planning Admin.	\$92,609	\$222,157	\$270,011
Section 5307 Admin and Programs	105,108	0	0
Section 5303 Admin and Programs	11,078	18,477	18,477
Internal Transfers	0	0	0
Total Appropriations	208,795	240,634	288,488
Surplus/(Deficit)	59,280	34,480	0
Ending Fund Balance	455,620	490,100	490,100

Solid Waste Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
Sanitation	\$1,429,500	\$1,400,018	\$1,487,496
Recycling	275,957	175,277	229,531
Debt Service	34,462	34,019	33,489
Internal Transfers	0	0	0
Total Appropriations	1,739,919	1,609,314	1,750,516
Surplus/(Deficit)	(196,424)	190,686	41,484
Ending Fund Balance	203,306	393,992	435,476

Storm Water Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
Drainway Maintenance	\$294,937	\$1,113,739	\$2,243,082
Street Cleaning	110,992	113,866	0
Storm Water Admin.	146,378	260,865	378,210
Debt Service	136,118	497,491	354,900
Depreciation	143,708	141,536	141,536
Internal Transfers	24,024	29,187	29,187
Total Appropriations	856,157	2,156,684	3,146,915
Surplus/(Deficit)	498,141	(731,684)	(1,640,116)
Ending Fund Balance	3,761,797	3,030,113	1,389,997

Insurance Fund	FY 2014 Actual	FY 2015 Estimated	2016 Proposed
Self-Funding Insurance	\$3,800,639	\$3,305,806	\$3,642,896
Clinic	369,689	330,159	300,000
Total Appropriations	4,170,328	3,635,965	3,942,896
Surplus/(Deficit)	(82,791)	243,162	328,290
Ending Fund Balance	1,017,542	1,260,704	1,588,944

SECTION 3: At the end of the current fiscal year the governing body estimates balances/ (deficits) as follows:

General Fund	\$ 12,440,290
CDBG	\$ 148,543
Narcotics	\$ 168,949
LAMPTO	\$ 490,100
Solid Waste	\$ 393,992
Storm Water	\$ 3,030,113
Insurance	\$ 1,260,704

SECTION 4: That the governing body recognizes that the municipality has bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Principal	Interest Requirements	Debt Authorized and Unissued	Principal Outstanding at June 30
Bonds	\$208,884	\$141,422	\$0	\$4,582,533
Notes	\$335,000	\$61,948	\$0	\$2,995,000
Capital Leases	\$0	\$0	\$0	\$0
Other Debt	\$879,135	\$445,890	\$0	\$16,139,047

SECTION 5: During the coming fiscal year the governing body has planned capital projects and proposed funding as follows:

Proposed Capital Projects	Proposed Amount Financed by Appropriations	Proposed Amount Financed by Debt
\$7,623,390	\$6,323,390	\$1,300,000

SECTION 6: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 T.C.A. Section 6-56-208. In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the

health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Section 6-56-205 of the *Tennessee Code Annotated*.

SECTION 7: Money may be transferred from one appropriation to another in the same fund by the City Administrator, subject to such limitations and procedures as set in the Section 6-56-209 of the *Tennessee Code Annotated*. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 8: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full time equivalent employees required by Section 6-56-206, *Tennessee Code Annotated* will be attached.

SECTION 9: If for any reason a budget ordinance is not adopted prior to the beginning of the next fiscal year, the appropriations in this budget ordinance shall become the appropriations for the next fiscal year until the adoption of the new budget ordinance in accordance with Section 6-56-210, *Tennessee Code Annotated* provided sufficient revenues are being collected to support the continuing appropriations for no longer than 60 days after the end of the fiscal year. Approval of the Director of the Office of State and Local Finance in the Comptroller of the Treasury for a continuation budget will be requested if any indebtedness is outstanding.

SECTION 10: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 11: This ordinance shall take effect July 1, 2015, the public welfare requiring it.

PASSED ON FIRST READING THIS THE 2ND DAY OF JUNE, 2015

MAYOR

ATTEST:

CITY ADMINISTRATOR/CITY CLERK

PASSED ON 2ND AND FINAL READING THIS THE 16TH DAY OF JUNE, 2015

MAYOR

ATTEST:

CITY ADMINISTRATOR/CITY CLERK

SEAL

RESOLUTION NO. _____

“A RESOLUTION AUTHORIZING THE DISBURSEMENT TO THE ALPS, BOYS & GIRLS CLUB OF MORRISTOWN INC., CEASE INC., THE CHILD ADVOCACY CENTER, GIRLS INC., HELPING HANDS CLINIC INC., KAB, M-H CHILD CARE CENTERS, HELEN ROSS MCNABB CENTER (NEW HOPE RECOVERY), ROSE CENTER, SENIOR CITIZENS CENTER, SENIOR CITIZENS HOME ASSISTANCE SERVICE, STEPPING OUT, HELEN ROSS MCNABB CENTER (YOUTH EMERGENCY SHELTER), BOYS & GIRLS CLUB SWIM TEAM, TNACHIEVES, DIVERSITY TASK FORCE, HC*EXCELL, ECONOMIC DEVELOPMENT, CROCKETT TAVERN, WORKFORCE DEVELOPMENT, AND OF THOSE FUNDS ALLOCATED TO THESE NON-PROFIT CHARITABLE AND CIVIC ORGANIZATIONS IN THE CITY OF MORRISTOWN’S 2015/2016 FISCAL YEAR BUDGET.”

WHEREAS, as a part of its annual budget process the City of Morristown allocates to be disbursed to deserving non-profit charitable and civic organizations; and,

WHEREAS, as a part of the City of Morristown’s budget adopted for the 2015/2016 fiscal year three hundred twenty-one thousand five hundred dollars (\$321,500) were allocated to be disbursed to the ALPS, Boys & Girls Club of Morristown Inc., CEASE Inc., the Child Advocacy Center, Girls Inc., Helping Hands Clinic, Inc., KAB, Morristown-Hamblen Child Care Centers, Helen Ross McNabb Center (New Hope Recovery), Rose Center, Senior Citizens Center, Senior Citizens Home Assistance Service, Stepping Out, Helen Ross McNabb Center (Youth Emergency Shelter), Boys & Girls Club Swim Team, tnAchieves, Diversity Task Force, HC*EXCELL, Economic Development, Crockett Tavern, and Workforce Development; and,

WHEREAS, the City of Morristown in accordance with Tennessee Code Annotated 6-54-111 does hereby pass this Resolution authorizing the disbursement to these non-profit charitable and civic organizations of the funds appropriated and budgeted for their use and benefit in the City of Morristown’s 2015/2016 fiscal year budget; and,

WHEREAS, it is in the best interest and welfare of the citizens and residents of the City of Morristown that this Resolution shall be passed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morristown, Tennessee, meeting in regular session on this the 16st day of June, 2015, with a

lawful quorum of said Council being present and with a majority of said Council voting in the affirmative as follows:

1. That the three hundred twenty-one thousand five hundred dollars (\$321,500) appropriated and budgeted by the City of Morristown Council in its 2015/2016 fiscal year budget for the use and benefit of deserving non-profit charitable and civic organizations shall be disbursed and is authorized to be disbursed as follows:

ALPS	\$ 10,625
Boys & Girls Club of Morristown, Inc.	16,500
CEASE, Inc.	17,750
The Child Advocacy Center	1,000
Girls Inc.	12,500
Helping Hands Clinic, Inc.	7,125
KAB	19,950
Morristown-Hamblen Child Care Centers	23,925
Helen Ross McNabb Center (New Hope Recovery)	5,000
Rose Center	13,000
Senior Citizens Center	48,625
Senior Citizens Home Assistance Service	5,000
Stepping Out	5,000
Helen Ross McNabb Center (Youth Emergency Shelter)	30,875
Boys & Girls Club Swim Team	10,000
tnAchieves	6,125
Diversity Task Force	7,000
HC*EXCELL	10,000
Economic Development	54,000
Crockett Tavern	7,500
Workforce Development	10,000
	<u>\$ 321,500</u>

2. This Resolution shall be effective from and after its adoption.

PASSED on the 16th day of June, 2015.

Mayor

ATTEST:

City Administrator/Recorder



MORRISTOWN UTILITY SYSTEMS

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

June 4, 2015

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

Dear Tony,

Attached is the MUS Resolution approving our bond request for improvements to the Wastewater System.

Sincerely,

Joseph S. Wigington
General Manager/CEO

**MORRISTOWN UTILITIES COMMISSION
RESOLUTION 2015-05-06**

RESOLUTION REQUESTING THAT THE CITY COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE, AUTHORIZE THE INCURRENCE OF INDEBTEDNESS BY THE CITY OF MORRISTOWN IN THE AMOUNT OF NOT TO EXCEED \$10,000,000 TO FINANCE IMPROVEMENTS TO THE WASTEWATER SYSTEM OF SUCH CITY

WHEREAS, the Morristown Utilities Commission (the "Commission"), of the City of Morristown, Tennessee (the "City"), finds that it is necessary and in the public interest to make infrastructure improvements to the wastewater system located within the City (the "System"), operated by the Commission;

WHEREAS, the City is authorized to incur debt for the purpose of providing funds to construct, extend, equip, and improve the System; and,

WHEREAS, the Commission has determined that it is in the best interest of the Commission and the City for the City to incur indebtedness in the amount of not to exceed \$10,000,000 by means of a loan through the Public Building Authority of the City of Clarksville, Tennessee (the "PBA"); and,

WHEREAS, the Commission has approved Wastewater System rates sufficient to cover the issuance costs of and repay the principal and interest of the proposed indebtedness:

NOW, THEREFORE, BE IT RESOLVED BY THE MORRISTOWN UTILITIES COMMISSION, AS FOLLOWS:

Section 1. That this Board hereby recommends to the City Council of the City that said City Council authorize and approve all resolutions, documents, and other matters necessary or desirable in connection with the incurrence of indebtedness in the amount of not to exceed \$10,000,000 by means a loan through the PBA for the above described purposes (the "Loan"), such Loan to bear interest at a fixed rate for a term of not to exceed twenty (20) years.

Section 2. That the Board request the City to have the Mayor and City Recorder execute and deliver any documents and certificates as may be necessary in connection with the Loan, in accordance with the resolutions authorizing the incurrence of such debt.

Section 3. The Board hereby instructs the Chairman to submit this resolution for consideration to the City Council as soon as reasonably possible.

Section 4. This Resolution shall be in full force and effect from and after its adoption.

Adopted and approved this 4th day of June, 2015.


Chairman


Secretary

RESOLUTION NO _____

INITIAL RESOLUTION AUTHORIZING THE INCURRENCE OF INDEBTEDNESS BY THE CITY OF MORRISTOWN, TENNESSEE, IN THE AMOUNT OF NOT TO EXCEED \$10,000,000, BY THE EXECUTION WITH THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, OF A LOAN AGREEMENT TO PROVIDE FUNDING FOR CERTAIN WASTEWATER SYSTEM IMPROVEMENTS, AND TO FUND THE INCIDENTAL AND NECESSARY EXPENSES RELATED THERETO

WHEREAS, it is necessary and in the public interest of the City of Morristown, Tennessee (the "Municipality"), to incur indebtedness (the "Indebtedness"), through the execution with The Public Building Authority of the City of Clarksville, Tennessee (the "Authority"), of a loan agreement (a "Loan Agreement"), for the purpose of financing certain wastewater system projects, as hereinafter more fully described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morristown, Tennessee, as follows:

SECTION 1. For the purpose of financing all or a portion of the costs of certain public works projects, consisting of the extension, construction, improvement, and equipping of the wastewater system of the Municipality, the acquisition of all other property real and personal, appurtenant thereto or connected with such work, and to pay legal, fiscal, administrative, and engineering costs, reimbursement for expenditures related to the foregoing project, and to pay costs incident to incurring the Indebtedness (collectively, the "Project"), the Municipality is hereby authorized to incur Indebtedness in the amount of not to exceed Ten Million Dollars (\$10,000,000), for the financing of the Project through the execution of a Loan Agreement with the Authority. The rate of interest payable pursuant to the provisions of a Loan Agreement shall be a fixed rate which rate shall not exceed the maximum rate of interest permitted under the laws of the State of Tennessee.

SECTION 2. The indebtedness evidenced by the Loan Agreement shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the Municipality will be irrevocably pledged. The indebtedness evidenced by the Loan Agreement shall be additionally payable from, but not secured by, the revenues of the wastewater system and rates adopted by the Morristown Utilities Commission subject only to the payment of reasonable and necessary costs of operating, maintaining, repairing, and insuring such wastewater system and to a prior pledge of such revenues in favor of other obligations of the Municipality payable from revenues of the wastewater system.

SECTION 3. The Loan Agreement shall be executed pursuant to the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"), and Title 12, Chapter 10, Tennessee Code Annotated, as amended.

SECTION 4. After the adoption of this Resolution, the City Recorder is directed to cause this Resolution, with the notice prescribed by the Act, to be published in full once in a newspaper published and having general circulation in the Municipality.

SECTION 5. This Resolution shall take effect from and after its adoption, the welfare of the Municipality requiring it.

Adopted and approved this 16th day of June, 2015.

MAYOR

ATTEST:

CITY RECORDER

NOTICE

The foregoing Resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition, signed by at least ten percent (10%) of the registered voters of the City of Morristown, Tennessee, shall have been filed with the City Recorder of the City of Morristown, Tennessee, protesting the incurrence of the Indebtedness by the execution of the Loan Agreement, such Loan Agreement will be executed, as proposed.

STATE OF TENNESSEE)
COUNTY OF HAMBLLEN)

I, Anthony Cox, hereby certify that I am the duly qualified and acting City Recorder of the City of Morristown, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the City Council (the "Council"), of said Municipality held on June 16, 2015; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the incurring of indebtedness in the amount of not to exceed \$10,000,000, by said Municipality; (4) that the actions by said Council including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 16th day of June, 2015.

CITY RECORDER

(SEAL)

RESOLUTION NO _____

RESOLUTION AUTHORIZING A LOAN PURSUANT TO A LOAN AGREEMENT BETWEEN THE CITY OF MORRISTOWN, TENNESSEE, AND THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$10,000,000; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH LOAN AGREEMENT AND OTHER DOCUMENTS RELATING TO SAID LOAN; APPROVING THE ISSUANCE OF A BOND BY SUCH PUBLIC BUILDING AUTHORITY; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID LOAN AND THE PAYMENT OF SUCH INDEBTEDNESS; AND, CONSENTING TO THE ASSIGNMENT OF THE CITY'S OBLIGATION UNDER SUCH LOAN AGREEMENT; AND CERTAIN OTHER MATTERS

WHEREAS, the City Council (the "Council"), of the City of Morristown, Tennessee (the "Municipality" or the "City"), has determined that it is necessary to finance the costs of certain "public works projects", as defined in Title 9, Chapter 21, Tennessee Code Annotated, as from time to time amended and supplemented, consisting of the extension, construction, improvement, and equipping of the wastewater system of the City, the acquisition of all other property real and personal, appurtenant thereto or connected with such work, and to pay legal, fiscal, administrative, and engineering costs, reimbursement for expenditures related to the foregoing projects, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City (collectively, the "Project"), by obtaining a loan from The Public Building Authority of the City of Clarksville, Tennessee (the "Authority");

WHEREAS, it has been determined by the Council of the Municipality to be in the best interests of the Municipality to finance the Project through The Tennessee Municipal Bond Fund fixed rate loan program;

WHEREAS, the Municipality is authorized by Title 9, Chapter 21, Tennessee Code Annotated, as amended, to borrow funds and incur indebtedness for the purpose of financing the Project;

WHEREAS, the Authority has been established pursuant to the provisions of Title 12, Chapter 10, Tennessee Code Annotated, as amended (the "Act"), and is authorized pursuant to the provisions of the Act to issue its bonds from time to time, in one more series, and to loan the proceeds thereof to the Municipality for the above described purposes;

WHEREAS, in order to effectuate the program, the Authority has authorized and approved by its Resolution, adopted November 5, 2013, the issuance of its Local Government Loan Program Bonds, in an aggregate principal amount not to exceed \$300,000,000;

WHEREAS, the Authority will issue its Local Government Loan Program Bond, Series 2015 (City of Morristown Wastewater System Loan) (the "Bond"), in the principal amount of not to exceed Ten Million Dollars (\$10,000,000), and loan the proceeds thereof to the Municipality pursuant to the provisions of a Loan Agreement, between the Municipality and the Authority, to be dated the date of issuance and delivery (the "Loan Agreement");

WHEREAS, the Municipality had adopted on the date hereof, an Initial Resolution authorizing the borrowing of funds and the incurring of indebtedness for the purpose of financing the Project in the amount of not to exceed \$10,000,000, and the City Recorder of the Municipality has been instructed to publish such Initial Resolution together with the Notice required by Section 9-21-206 of Tennessee Code Annotated, as amended, in a local newspaper in the Municipality;

WHEREAS, the indebtedness evidenced by the Loan Agreement shall be payable from any and all funds of the Municipality legally available therefor, including, but not necessarily limited to, ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the Municipality will be irrevocably pledged; provided, however, it is the intention of the Municipality that the indebtedness evidenced by the Loan Agreement shall be additionally payable from, but not secured by, the revenues to be derived from the operation of the wastewater system and rates adopted by the Morristown Utilities Commission subject to the payment of reasonable and necessary costs of operating, maintaining, repairing, and insuring such wastewater system, and to any pledge of such revenues in favor of other obligations of the wastewater system; and,

WHEREAS, the Bond is to be secured by and contain such terms and provisions as set forth in that certain Bond Purchase Agreement, to be entered into between the Authority and the purchaser of the Bond (the "Purchaser").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morristown, Tennessee:

Section 1. Approval of the Loan. (a) For the purpose of providing funds to finance the Project and to pay costs incident to the issuance and sale of the Bond and the loan of the proceeds thereof to the City, the loan to the City from the Authority is hereby authorized in the principal amount of not to exceed \$10,000,000 and the City is hereby authorized to borrow such funds from the Authority.

(b) The Bond to be issued by the Authority shall bear interest at a fixed rate to be determined at the time of the issuance of the Bond, as provided in the Loan Agreement. The Mayor and City Recorder are authorized to enter into the Loan Agreement. The Municipality shall make payments of interest and principal in the amounts and on the dates set forth in the Loan Agreement from the sources and funds described herein and in the Loan Agreement. The Loan Agreement shall be for a term of not to exceed twenty years. The final principal and interest payment dates, amortization of principal amounts of the loan evidenced by the Loan Agreement, and prepayment provisions of such Loan Agreement, may be established by the Mayor and the purchaser of the Bond, at the time of the sale of the Bond and the execution and delivery of the Loan Agreement, as shall be determined to be in the best interests of the Municipality.

(c) The Council of the City understands and is aware that the Purchaser has the option to put the Bond for purchase to the Authority during the term of the Loan (the "Put Option"), at certain intervals upon not less than one hundred eighty days' written notice to the Authority, the Tennessee Municipal Bond Fund, as administrator, and the City.

The Council is aware of the risks and benefits associated with the Loan and the Put Option. The Council finds that the repayment structure of the Loan (including the Put Option) is in the public interest of the City.

The Council further agrees that it is willing to pay additional issuance costs associated with the refunding of the Loan and related Bond in the event the Put Option is exercised by the Purchaser. In the event that the Put Option is exercised by the Purchaser, and the City is unable to pay the Loan amount in full on such date and no subsequent holder can be determined, the Council commits to refund the Loan in the following manner:

(x) the Council shall submit a plan of refunding to the Comptroller or Comptroller's designee;

(y) the final maturity of the refunding debt obligation will not extend beyond the final maturity of the original Loan; and,

(z) the debt service structure of the refunding debt obligation will be substantially similar to or more declining than the debt structure of the original Loan.

The Council has not retained an independent municipal advisor in connection with the Loan. The Council understands and acknowledges that the Purchaser does not owe a fiduciary duty to the City and that the Purchaser is acting for its own business and commercial interests. The Council has consulted with such advisors and experts as it deems appropriate before the consideration and adoption of this Resolution.

Section 2. Approval of Loan Agreement. The form, terms, and provisions of the Loan Agreement are in the best interest of the Municipality and are hereby approved and the Council hereby authorizes the Mayor and the City Recorder of the Municipality to execute and deliver such Loan Agreement, such Loan Agreement to be in substantially the form of the Loan Agreement presented to this meeting, the execution of such Loan Agreement by the Mayor and the City Recorder to evidence their approval of any and all changes to such Loan Agreement, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement. The Municipality further agrees to comply with, and to enable the Authority to comply with, all covenants and requirements contained in the Bond Purchase Agreement.

Section 3. Fulfillment of Obligations. The Council of the Municipality is authorized and directed to fulfill all obligations of the Municipality under the terms of the Loan Agreement.

Section 4. Tax Levy. There shall be levied and collected in the same manner as other ad valorem taxes of the Municipality on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount, to the extent necessary in the event funds of the Municipality legally available to pay the indebtedness evidenced by the Loan Agreement are insufficient, a tax sufficient to pay when due the amounts payable under the Loan Agreement, as and when they become due, and to pay any expenses of maintaining and operating the Project required to be paid by the Municipality under the terms and provisions of the Loan Agreement. For the prompt payment of the Loan Agreement, both principal and interest, as the same shall become due, the full faith and credit of the Municipality are irrevocably pledged.

It is the intention of the Municipality that the indebtedness evidenced by the Loan Agreement shall be additionally payable from, but not secured by, the revenues to be derived from the operation of the wastewater system, subject to the payment of reasonable and necessary costs of operating, maintaining, repairing, and insuring such wastewater system, and to any pledge of such revenues in favor of other obligations of the wastewater system.

Section 5. Approval of Bond and Bond Purchase Agreement. For the purpose of providing funds to make the loan to the Municipality evidenced by the Loan Agreement, as provided herein and in the Loan Agreement, and to pay legal, fiscal, and administrative costs incident thereto, including costs incident to the issuance and sale of the Bond related to the Loan Agreement, the issuance and sale of the Bond by the Authority in connection with the Loan Agreement is hereby approved. The Municipality further approves the execution and delivery of the Bond Purchase Agreement by the Authority in connection with the issuance of the Bond.

Section 6. Disposition of Proceeds. The proceeds from the sale of the Bond shall be paid, from time to time, to the official of the Municipality designated by law as the custodian of the funds of the Municipality, upon submission of a requisition for such funds by the Municipality to the Purchaser and the Administrator, in accordance with the terms of the Loan Agreement. Such proceeds shall be disbursed solely to finance the costs of the Project and to pay costs of issuance incurred in connection with the issuance of the Bond and the loan of the proceeds thereof to the Municipality.

Section 7. Consent to Assignment. The Municipality hereby consents to the assignment of all of the Authority's right, title, and interest in and to the Loan Agreement as security for the Bond to which such Loan Agreement relates, except for certain reserved rights of the Authority, to the Purchaser.

Section 8. Reimbursement Provisions. The Municipality may have made or may hereafter make expenditures with respect to the Project from a source of funds other than proceeds of the loan from the Authority under the Loan Agreement, such expenditures occurring prior to the execution and delivery of the Loan Agreement. The Municipality reasonably expects that it will reimburse such original expenditures with proceeds of the loan from the Municipality made pursuant to the Loan Agreement to the extent permissible under Treasury Regulation 1.150-2.

Section 9. Arbitrage Certification. The Municipality recognizes that the purchaser and owner of the Bond will have accepted it on, and paid therefor a price which reflects the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bond. In this connection, the Municipality agrees that it shall take no action which may cause the interest on said Bond to be included in gross income for federal income taxation. It is the reasonable expectation of the Council of the Municipality that the proceeds of the Bond will not be used in a manner which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, and to this end the said proceeds of the Bond and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Council further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bond to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bond from becoming taxable. The Mayor and City Recorder, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bond as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the Municipality.

Section 10. Miscellaneous Acts. The Mayor, the City Recorder, the City Administrator, the City Attorney, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in connection with the execution of the Loan Agreement and the issuance of the Bond by the Authority, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved.

Section 11. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit, or describe the scope or intent of any provision hereof.

Section 12. Severability. Should any provision or provisions of this Resolution be declared invalid or unenforceable in any respect by final decree of any court of competent jurisdiction, the

invalidity or unenforceability of such section, paragraph, ordinance, or provisions shall not affect the remaining provisions of such Resolution.

Section 13. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 14. Effective Date. This Resolution shall take effect upon its adoption, the welfare of the Municipality requiring it.

Adopted and approved this 16th day of June, 2015.

MAYOR

ATTEST:

CITY RECORDER

STATE OF TENNESSEE)
COUNTY OF HAMBLEN)

I, Anthony Cox, hereby certify that I am the duly qualified and acting City Recorder of the City of Morristown, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the City Council (the "Council"), of said Municipality held on June 16, 2015; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the incurring of indebtedness in the amount of not to exceed \$10,000,000, by said Municipality; (4) that the actions by said Council including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 16th day of June, 2015.

CITY RECORDER

(SEAL)



Department of Community Development
West 1st North Street
Morristown, TN 37814
(423)585-4620

TO: Morristown City Council
FROM: Logan Engle, Planner
DATE: June 16, 2015
SUBJECT: Right-of-Way Closure – Request to close a portion of Lennie Avenue between Crescent Street and South Henry Street

BACKGROUND:

A right-of-way closure request has been submitted by Gerald Hew, the owner of property located at 810 South Henry Street. The property is adjacent to a right-of-way, which is an unfinished section of Lennie Avenue that runs in an east-west direction from Crescent Street to South Henry Street. Mr. Hew has requested closure of the alleyway. In reviewing this right-of-way, staff reviewed the entire length of the right-of-way between Crescent Street and South Henry Street. Due to the presence of interior land-locked lots, which have no other right-of-way access besides the alleyway, staff recommends a partial closure of this alley as indicated on the enclosed maps.

At this time, city staff has received no complaints from adjoining property owners regarding the right-of-way closure request. Notification letters were sent to all adjacent property owners of the alleyway, including those affected by the potential closure.

RECOMMENDATION:

Staff proposes that the Morristown Regional Planning Commission recommend this right-of-way closure request to City Council for approval.

PLANNING COMMISSION ACTION:

The City of Morristown Regional Planning Commission, at their regular meeting on June 9, 2015, recommended that the right-of-way closure request be forwarded to City Council for approval as submitted.

ORDINANCE NO. _____
ENTITLED AN ORDINANCE TO CLOSE AND VACATE
CERTAIN RIGHTS-OF-WAY WITHIN THE CITY OF
MORRISTOWN. {Portion of Lennie Avenue right-of-way
between Crescent Street and South Henry Street}

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, except that the City of Morristown retains a utility and drainage easement equal to, and coinciding with, the entire length and width of the abandoned right-of-way:

BEGINNING at a point on the southeastern corner of Parcel 042-A “G” 10 as shown on 2015 Hamblen County Tax Map and the western boundary of South Henry Street right-of-way; thence in a southwesterly direction along the northern boundary of Lennie Avenue and the southern boundary of said Parcel 042-A “G” 10 for a distance of approximately one hundred twenty and eight tenths (120.8) feet to a point on the southwestern corner of said Parcel 042-A “G” 10; thence southeastward for a distance of approximately fifteen (15) feet to a point on the centerline of Lennie Avenue; thence northeastward along said centerline for a distance of approximately eighteen (18) feet to a point; thence southeastward for a distance of approximately fifteen (15) feet to a point on the southern boundary of Lennie Avenue and the northwestern corner of Parcel 042-A “G” 011.00; thence continuing along the southern boundary of Lennie Avenue and the northern boundary of said Parcel 042-A “G” 011.00 for a distance of approximately one hundred three (103) feet to a point on the northeastern corner of said Parcel 042-A “G” 011.00, the northern boundary of Lennie Avenue and the western boundary of South Henry Street; thence in a northwesterly direction for a distance of approximately thirty (30) feet to the point of BEGINNING; thus being all of that portion of unopened right-of-way as shown on the before mentioned Hamblen County Tax Map that was requested to be abandoned by the City of Morristown.

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 16^h day of June 2015.

ATTEST: _____ Mayor

City Administrator

Passed on second and final reading the 7th day of July 2015.

ATTEST: _____ Mayor

City Administrator

APPROPRIATION ORDINANCE

Ordinance Number: 3504.10

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 \$1,027,825 FOR YEAR END BUDGET AMENDMENT FOR THE GENERAL FUND.

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 (#110)	Revenue	31500	In Lieu Tax/Equivalent	\$400,000			
General (#110)	Revenue	36310	Sale of Land	\$73,803			
General (#110)	Mayor & City Council	110-41100-134	Christmas Bonus & Longevity			\$ 300	
General (#110)	Mayor & City Council	110-41100-321	Printing			\$ 1,000	
General (#110)	Mayor & City Council	110-41110-383	Travel			\$ 4,000	
General (#110)	Mayor & City Council	110-41100-399	Other Contracted Services			\$ 1,600	
General (#110)	Mayor & City Council	110-41100-413	Office Equipment			\$ 625	
General (#110)	Mayor & City Council	110-41100-510	Insurance			\$ 665	
General (#110)	Mayor & City Council	110-41100-533	Equipment Rental/Lease			\$ 1,800	
General (#110)	Mayor & City Council	110-41100-804	Council Contingency				\$ 10,805
General (#110)	Council Elections	110-41110-399	Other Contracted Services			\$ 815	
General (#110)	Finance	110-41530-111	Wages			\$ 31,000	
General (#110)	Finance	110-41530-210	FICA			\$ 1,500	
General (#110)	Finance	110-41530-212	Medicare			\$ 400	
General (#110)	Finance	110-41530-213	TCRS Contribution			\$ 4,700	
General (#110)	Finance	110-41530-214	Employee Health Insurance				\$ 15,000
General (#110)	Finance	110-41530-310	Postage			\$ 5,000	
General (#110)	Finance	110-41530-343	Gas/Propane			\$ 350	
General (#110)	Finance	110-41530-345	Telephone			\$ 5,000	
General (#110)	Finance	110-41530-351	Medical Services			\$ 30	
General (#110)	Finance	110-41530-355	Computer/Data Processing			\$ 4,600	
General (#110)	Finance	110-41530-378	Education Seminars & Training			\$ 500	
General (#110)	Finance	110-41530-411	Office Supplies and Materials			\$ 2,500	
General (#110)	Finance	110-41530-413	Office Equipment			\$ 1,200	
General (#110)	Finance	110-41530-510	Insurance			\$ 190	
General (#110)	Finance	110-41530-533	Equipment Rental/Lease			\$ 7,500	
General (#110)	Retiree Benefits	110-41630-262	Health Insurance				\$ 49,470
General (#110)	Computer Operations	110-41640-399	Other Contracted Services			\$ 10,000	
General (#110)	Legal Services	110-41660-219	Workers Compensation Insurance			\$ 1,250	

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Legal Services	110-41660-352	Legal Services			\$ 75,000	
General (#110)	Legal Services	110-41660-399	Other Contracted Services			\$ 25,000	
General (#110)	GIS	110-41810-111	Wages			\$ 15,000	
General (#110)	GIS	110-41810-134	Christmas Bonus & Longevity			\$ 165	
General (#110)	GIS	110-41810-210	FICA			\$ 800	
General (#110)	GIS	110-41810-212	Medicare			\$ 200	
General (#110)	GIS	110-41810-213	TCRS Contribution			\$ 2,200	
General (#110)	GIS	110-41810-214	Health Insurance			\$ 2,000	
General (#110)	GIS	110-41810-217	Employee Life Insurance				\$ 22,240
General (#110)	GIS	110-41810-219	Workers Compensation Insurance			\$ 2,650	
General (#110)	GIS	110-41810-345	Telephone			\$ 2,800	
General (#110)	GIS	110-41810-399	Other Contracted Services			\$ 5,000	
General (#110)	GIS	110-41810-411	Office Supplies and Materials			\$ 500	
General (#110)	GIS	110-41810-421	Computers/Data Processing			\$ 5,800	
General (#110)	GIS	110-41810-533	Equipment Rental/Lease			\$ 3,000	
General (#110)	Police Administration	110-42110-111	Wages			\$ 25,000	
General (#110)	Police Administration	110-42110-210	FICA			\$ 750	
General (#110)	Police Administration	110-42110-212	Medicare			\$ 150	
General (#110)	Police Administration	110-42110-213	TCRS Contribution			\$ 2,500	
General (#110)	Police Administration	110-42110-341	Electricity			\$ 20,000	
General (#110)	Police Administration	110-42110-805	DOJ JAG Grant			\$ 16,150	
General (#110)	Patrol	110-42120-111	Wages			\$ 100,000	
General (#110)	Patrol	110-42120-114	Wages & Salaries - Temp Emp			\$ 7,500	
General (#110)	Patrol	110-42120-119	Holiday Pay			\$ 35,000	
General (#110)	Patrol	110-42120-134	Christmas Bonus & Longevity			\$ 1,300	
General (#110)	Patrol	110-42120-210	FICA			\$ 7,500	
General (#110)	Patrol	110-42120-212	Medicare			\$ 12,500	
General (#110)	Patrol	110-42120-213	TCRS Contribution			\$ 25,000	
General (#110)	Patrol	110-42120-214	Health Insurance			\$ 15,000	
General (#110)	Patrol	110-42120-345	Telephone			\$ 12,500	
General (#110)	Patrol	110-42120-383	Travel Business Expenses				\$ 3,650
General (#110)	Patrol	110-42120-419	Small Tools and Equipment			\$ 3,650	
General (#110)	Patrol	110-42120-431	Gasoline & Diesel Fuel				\$ 80,000
General (#110)	Investigations	110-42130-111	Wages				\$ 55,000
General (#110)	Fire Fighting	110-42240-112	Overtime			\$ 16,000	
General (#110)	Fire Fighting	110-42240-119	Holiday Pay			\$ 84,000	

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Fire Fighting	110-42240-134	Christmas Bonus & Longevity			\$ 3,500	
General (#110)	Fire Fighting	110-42240-213	TCRS Contribution			\$ 12,000	
General (#110)	Fire Fighting	110-42240-214	Health Insurance				\$ 20,000
General (#110)	Fire Fighting	110-42240-362	Repair/Maintenance Operations Equipment			\$ 15,000	
General (#110)	Fire Fighting	110-42240-419	Small Tools and Equipment			\$ 2,300	
General (#110)	Fire Fighting	110-42240-510	Insurance			\$ 17,000	
General (#110)	Fire Fighting	110-42240-818	Federal Grant			\$ 71,450	
General (#110)	PW - Buildings & Grounds	110-43120-399	Other Contracted Services			\$ 25,000	
General (#110)	PW - Equipment Shop	110-43130-111	Wages			\$ 15,000	
General (#110)	PW - Equipment Shop	110-43130-112	Overtime			\$ 2,500	
General (#110)	PW - Equipment Shop	110-43130-134	Christmas Bonus & Longevity			\$ 250	
General (#110)	PW - Equipment Shop	110-43130-210	FICA			\$ 700	
General (#110)	PW - Equipment Shop	110-43130-212	Medicare			\$ 100	
General (#110)	PW - Equipment Shop	110-43130-213	TCRS Contribution			\$ 2,600	
General (#110)	PW - Street Repairs	110-43140-111	Wages				\$ 111,000
General (#110)	PW - Street Lighting	110-43150-111	Wages			\$ 43,000	
General (#110)	PW - Street Lighting	110-43150-134	Christmas Bonus & Longevity			\$ 160	
General (#110)	PW - Street Lighting	110-43150-210	FICA			\$ 2,500	
General (#110)	PW - Street Lighting	110-43150-212	Medicare			\$ 600	
General (#110)	PW - Street Lighting	110-43150-213	TCRS Contribution			\$ 6,200	
General (#110)	PW - Street Lighting	110-43150-214	Health Insurance			\$ 14,000	
General (#110)	PW - Street Lighting	110-43150-351	Medical Services			\$ 1,200	
General (#110)	PW - Street Lighting	110-43150-365	Street Lights/Traffic Signals			\$ 3,000	
General (#110)	PW - Brush Pick-up	110-43160-111	Wages			\$ 50,000	
General (#110)	PW - Brush Pick-up	110-43160-112	Overtime			\$ 10,000	
General (#110)	PW - Brush Pick-up	110-43160-210	FICA			\$ 3,000	
General (#110)	PW - Brush Pick-up	110-43160-212	Medicare			\$ 600	
General (#110)	PW - Brush Pick-up	110-43160-213	TCRS Contribution			\$ 7,000	
General (#110)	PW - Brush Pick-up	110-43160-214	Health Insurance			\$ 10,000	
General (#110)	PW - Brush Pick-up	110-43160-219	Workers Compensation Insurance			\$ 5,000	
General (#110)	PW - Brush Pick-up	110-43160-221	Unemployment Insurance			\$ 1,725	
General (#110)	PW - Brush Pick-up	110-43160-362	Repair/Maintenance Operations Equipment			\$ 12,000	
General (#110)	PW - Brush Pick-up	110-43160-433	Vehicle Parts			\$ 17,500	
General (#110)	PW - Brush Pick-up	110-43160-510	Insurance			\$ 2,600	
General (#110)	PW - Communication Shop	110-43175-111	Wages			\$ 1,500	
General (#110)	PW - Communication Shop	110-43175-112	Overtime			\$ 2,500	

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	PW - Communication Shop	110-43175-213	TCRS Contribution			\$ 750	
General (#110)	PW - Communication Shop	110-43175-341	Electricity			\$ 1,000	
General (#110)	P&R - Maintenance	110-44430-111	Wages			\$ 2,500	
General (#110)	P&R - Maintenance	110-44430-114	Wages & Salaries - Temp Emp				\$ 7,500
General (#110)	P&R - Maintenance	110-44430-134	Christmas Bonus & Longevity			\$ 425	
General (#110)	P&R - Maintenance	110-44430-214	Health Insurance				\$ 7,500
General (#110)	P&R - Maintenance	110-44430-219	Workers Compensation Insurance			\$ 21,775	
General (#110)	P&R - Maintenance	110-44430-221	Unemployment Insurance			\$ 12,500	
General (#110)	P&R - Maintenance	110-44430-419	Small Tools and Equipment				\$ 5,000
General (#110)	P&R - Maintenance	110-44430-510	Insurance			\$ 2,700	
General (#110)	P&R - Maintenance	110-44430-922	Building Structures			\$ 10,350	
General (#110)	P&R - Maintenance	110-44430-971	Motor Equipment			\$ 3,200	
General (#110)	Debt	110-49100-731	Debt Interest				\$ 166,857
			Totals	\$ 473,803	\$ -	\$1,027,825	\$ 554,022

In Balance

PASSED ON FIRST READING THIS _16th_ Day of June 2015

ATTEST:

Mayor

City Administrator

PASSED ON SECOND READING THIS _7th_ Day of July 2015

ATTEST:

Mayor

City Administrator

APPROPRIATION ORDINANCE

Ordinance Number: **3504.11**

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 \$160,000 FOR YEAR END BUDGET AMENDMENT FOR CDBG FUND.

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
CDBG (#124)	Revenue	124-33650	CDBG Reimbursement	\$160,000			
CDBG (#124)	CDBG	124-46111-801	CDBG - Grants and Other Subsidies			\$ 160,000	
			Totals	\$ 160,000	\$ -	\$ 160,000	\$ -

In Balance

PASSED ON FIRST READING THIS _16th_ Day of June 2015

_____ Mayor

ATTEST: _____ City Administrator

PASSED ON SECOND READING THIS _7th_ Day of July 2015

_____ Mayor

ATTEST: _____ City Administrator

APPROPRIATION ORDINANCE

Ordinance Number: 3504.12

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 \$17,000 FOR YEAR END BUDGET AMENDMENT FOR NARCOTICS FUND.

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
Narcotics (#126)	Revenue	126-33619	OCEDTF Reimbursement	\$17,000			
Narcotics (#126)	Narcotics	126-42170-112	Overtime			\$ 17,000	
			Totals	\$ 17,000	\$ -	\$ 17,000	\$ -

In Balance

PASSED ON FIRST READING THIS _16th_ Day of June 2015

Mayor

ATTEST: _____ City Administrator

PASSED ON SECOND READING THIS _7th_ Day of July 2015

Mayor

ATTEST: _____ City Administrator

APPROPRIATION ORDINANCE

Ordinance Number: **3504.13**

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 \$1,153,500 FOR YEAR END BUDGET AMENDMENT FOR THE SELF-INSURANCE FUND.

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
SELF-INSURANCE	Revenue	611-33840	Non-Revenue - Fund Balance Appropriated	\$492,500			
SELF-INSURANCE	Revenue	611-36721	Reinsurance - Reimbursement	\$75,000			
SELF-INSURANCE	Revenue	611-37882	Insurance Premium - Narcotics Fund	\$25,000			
SELF-INSURANCE	Revenue	611-37885	Insurance Premium - General Fund	\$425,000			
SELF-INSURANCE	Insurance	611-71110-203	Employees - Prescription Claims			\$ 150,000	
SELF-INSURANCE	Insurance	611-71110-204	Employees - Medical Claims			\$ 150,000	
SELF-INSURANCE	Insurance	611-71110-205	Employees - Dental Claims			\$ 65,000	
SELF-INSURANCE	Insurance	611-71110-206	Employees - Health Care Law Tax			\$ 60,000	
SELF-INSURANCE	Insurance	611-71120-201	Retirees Insurance - BCBS Fees			\$ 4,000	
SELF-INSURANCE	Insurance	611-71120-203	Retirees Insurance - Prescription Claims			\$ 80,000	
SELF-INSURANCE	Insurance	611-71120-204	Retirees Insurance - Medical Claims			\$ 375,000	
SELF-INSURANCE	Insurance	611-71130-203	Sewer - Prescription Claims				\$ 35,000
SELF-INSURANCE	Insurance	611-71130-204	Sewer - Medical Claims				\$ 89,000
SELF-INSURANCE	Insurance	611-71130-205	Sewer - Dental Claims				\$ 12,000
SELF-INSURANCE	Insurance	611-71140-203	Storm Water - Prescription Claims			\$ 1,500	
SELF-INSURANCE	Insurance	611-71140-204	Storm Water - Medical Claims			\$ 50,000	
SELF-INSURANCE	Insurance	611-71140-205	Storm Water - Dental Claims			\$ 2,500	
SELF-INSURANCE	Insurance	611-71150-204	911/Landfill - Medical Claims			\$ 1,500	
SELF-INSURANCE	Insurance	611-71160-204	Solid Waste - Medical Claims			\$ 7,000	
SELF-INSURANCE	Insurance	611-71170-203	Cobra - Prescription Claims			\$ 12,000	
SELF-INSURANCE	Insurance	611-71170-204	Cobra - Medical Claims			\$ 35,000	
SELF-INSURANCE	Insurance	611-72110-380	Health Clinic - Operating Costs			\$ 160,000	
			Totals	#####	\$ -	#####	\$ 136,000

In Balance

PASSED ON FIRST READING THIS 16th Day of June 2015

Mayor

ATTEST: _____ City Administrator

PASSED ON SECOND READING THIS 7th Day of July 2015

Mayor

ATTEST: _____ City Administrator

[Return to Agenda](#)

June 10, 2015

Mr. Buddy Fielder
Assistant City Manager
City of Morristown
PO Box 1499
Morristown, TN 37816-1499

RE: Morristown Regional Airport
Hangar Rehabilitation

Dear Mr. Fielder;

A single bid for the above referenced project was received from one contractor on May 29, 2015. The lone contractor submitting a bid was Andrews Construction, Inc. The bid was opened publicly and read aloud. The bid as received is summarized as follows:

<u>Bid Area</u>	<u>Bid Amount</u>
Bid Total Using New Hangar Doors (Hangars 1&2)	\$347,691.25
Bid Total Rehabilitating Existing Hangar Doors (Hangars 1&2)	<u>\$311,091.25</u>

The bid was reviewed to determine the responsiveness of the contractor. Our conclusion is as follows:

1. The lowest bid by Andrews Construction, Inc. was complete. No errors were found in unit pricing or extended totals. All required bidding documents were completed in full. Please note that a negotiated bid price was established for Item 6 – Exterior Paint. The contract unit price can be seen on the attached bid tabulation.

We hereby recommend that The City of Morristown award the construction contract to Andrews Construction, Inc. in the amount of \$311,091.25. This would include the work associated with rehabilitating the hangar doors on Hangars 1 and 2. The remaining grant amount would allow for the negotiation of rehabilitating the ten doors on Hangar 3. There would be approximately \$35,000 in remaining grant funds to pursue such a task if the contract is awarded as recommended. Total grant funding available is \$347,574.00.

We will begin contract preparation and distribution after concurrence from the City of Morristown and TN Aeronautics.

Sincerely,



Jason D. Bennett, P.E
Project Engineer
Michael Baker Jr., Inc.

Enclosures: Tabulation of Bids

**MORRISTOWN REGIONAL AIRPORT
BID TABULATION FOR:
HANGAR REHABILITATION**

Prepared and Certified by:
Jason D. Bennett, P.E.
Michael Baker International

Bid Date: 29-May-15
Bid Time: 2:00PM
Location: Airport Terminal Building
5233 Old Highway 11E
Morristown, TN 37814

BID TABULATION					ENGINEER'S ESTIMATE		ANDREWS CONSTRUCTION, INC	
ITEM NO.	SPEC. NO	WORK ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	01000	Mobilization	LS	1	\$15,784.00	\$15,784.00	\$8,100.00	\$8,100.00
2	S-100A	Roofing	SY	2,775	\$65.00	\$180,375.00	\$34.00	\$94,350.00
3	S-100B	Siding Panel	EA	10	\$350.00	\$3,500.00	\$90.00	\$900.00
4	S-100C	Hangar Door	EA	12	\$8,000.00	\$96,000.00	\$8,750.00	\$105,000.00
5	S-100D	Guttering	LF	770	\$7.00	\$5,390.00	\$7.50	\$5,775.00
6	S-100E	Exterior Paint	SY	3,375	\$12.00	\$40,500.00	\$28.15	\$95,006.25
7	S-100F	Fluorescent Light	EA	36	\$250.00	\$9,000.00	\$870.00	\$31,320.00
8	S-100G	Light Switch with Cover	EA	18	\$25.00	\$450.00	\$30.00	\$540.00
9	S-100H	Reroute Service Power (Hangar 2)	LS	1	\$3,000.00	\$3,000.00	\$6,700.00	\$6,700.00

ESTIMATE OF PROBABLE CONSTRUCTION COST \$353,999.00 BID **\$347,691.25**

ALT-4	S-100-ALT C	Rehabilitate Hangar Door System (Hangars 1 & 2)	EA	12			\$5,700.00	\$68,400.00
-------	-------------	---	----	----	--	--	------------	-------------

BID USING ITEM ALT-4 **\$311,091.25**

*NEGOTIATED BID PRICE. ORIGINAL BID PRICE WAS \$40.00/SY



MURRELL BURGLAR ALARMS

Another operation of Murrell Technologies L.P.

TN. ALARM CERT. #C-0002 - VA. ALARM LIC. 11-3642

MORRISTOWN, TENNESSEE 37814-1056

ESA-TESA

PHONE 423-586-9401

RIDER

CENTRAL OFFICE MONITORING SERVICE

Agreement made this 10th day of JUNE 2015 between Murrell Burglar Alarms
referred to as "Lessor," and MORRISTOWN PARKS & REC -WAYNE HANSARD PARK
referred to as "Lessee."

WHEREAS, the parties have entered into a contract of sale for an alarm system dated JUNE 10, 2015, and Lessee desires central office monitoring service in connection with the alarm system, the parties agree as follows:

1. CENTRAL OFFICE TRANSMITTER IS LEASED AND REMAINS PERSONAL PROPERTY OF LESSOR: Lessor shall lease, install and service in the premises of the Lessee, a central office transmitter, which transmitter shall remain the sole personal property of the Lessor and shall not be considered a fixture or a part of the realty, and Lessee shall not permit the attachment thereto of any apparatus not furnished by Lessor.

2. DESCRIPTION OF EQUIPMENT: value of equipment \$ 250.00 COMMUNICATOR

3. INSTALLATION, RENTAL AND SERVICE CHARGES: Lessee agrees to pay to Lessor: p-A#: 27544

(a) The sum of \$ n/a for the installation of the central office transmitter;

(b) The sum of \$ n/a plus tax, per month, payable n/a in advance for the rental and servicing of the transmitter for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month. The parties agree that due to the nature of services to be provided by the Lessor, the payments to be made by the Lessee for the term of this agreement form an integral part of Lessor's anticipated profits; that in the event of Lessee's default it would be impossible to fix Lessor's actual damages. Therefore, in the event Lessee defaults in the payment of any of the aforementioned charges to be paid to Lessor, the entire balance of all payments for the entire term herein shall immediately become due and payable, and Lessee shall be liable therefor, and Lessor shall be permitted, at its option, to remove its transmitter without relieving Lessee of any obligation hereunder. Should Lessee refuse to permit Lessor access to the premises to remove the transmitter within 72 hours after demand therefor, the transmitter shall, at the Lessor's option, be deemed sold to the Lessee for the amount set forth hereinabove as the value of the equipment.

4. TERM OF AGREEMENT: RENEWAL: The term of this agreement shall be for a period of three (3) years and shall self-renew for successive periods of one year thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. Lessor shall be permitted to increase the yearly payments provided for herein at any time after the expiration of one year from the date hereof, upon giving notice to Lessee, and if Lessee is unwilling to pay such increased charge Lessor shall be permitted, at its option, upon written notice to the Lessee, to terminate this agreement as if the full term had expired, in which event Lessee shall pay the yearly charge pro rata, only until equipment is removed.

5. CENTRAL OFFICE MONITORING: Upon receipt of a signal from the central office transmitter, Lessor or its designee communication center, shall make every reasonable effort to notify Lessee and the appropriate municipal police or fire department. Lessee acknowledges that signals transmitted from Lessee's premises directly to municipal police or fire departments are not monitored by personnel of Lessor or Lessor's designee communication center and Lessor does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

Lessee acknowledges that signals which are transmitted over telephone lines, wire, airwaves or other modes of communication pass through communication networks wholly beyond the control of Lessor and are not maintained by Lessor and, therefore, Lessor shall not be responsible for any equipment failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom.

Cellular communications have been offered to Lessor at an additional charge of \$ 250.00 (waived) installation and \$ 38/month or 426/year per month.

Lessee accepts int. or denies int. this additional service.

Lessee agrees to furnish Lessor with a written list of names and telephone numbers of those persons Lessee wishes to receive notification of alarm signals. All changes and revisions shall be supplied to Lessor in writing.

6. SUBSCRIBER'S RESPONSIBILITIES: Subscriber is solely responsible for any false alarm fines, permit fees and any other municipal assessments related to the alarm equipment and shall promptly on demand reimburse and indemnify contractor for any such expenses.

7. CARE OF TRANSMITTER: Lessee agrees not to tamper with, remove or otherwise interfere with the central office transmitter. The transmitter shall remain in the same location as installed and Lessee agrees to bear the cost of repairs or replacement made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, except for ordinary wear and tear, in which event repair or replacement shall be made by Lessor without additional charge.

8. ALTERATION OF PREMISES FOR INSTALLATION: Lessor is authorized to make preparations such as drilling hole, driving nails, making attachments or doing any other thing necessary in Lessor's sole discretion for the installation and service of the transmitter, and Lessor shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the transmitter. Lessor shall not be responsible for the condition of the premises upon removal of the transmitter and Lessee represents that the owner of the premises, is other than Lessee, authorizes the installation of the transmitter under the terms of this agreement.

9. LESSEE'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Lessee agrees to furnish, at its expense, all 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups RJ31X Block or equivalent, as deemed necessary by Lessor in its sole discretion.

10. TESTING AND SERVICE OF TRANSMITTER: The parties hereto agree that the transmitter, once installed, is in the exclusive possession and control of the Lessee and it is Lessee's sole responsibility to test the operation of the alarm system and to notify Lessor in writing if it is in need of repair. Lessor shall not be required to service the transmitter unless it has received written notice from Lessee and upon such notice, Lessor shall service the equipment to the best of its ability within 72 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. to 5 p.m., Monday through Friday.

In the event Lessee complies with the terms of this agreement and Lessor fails to repair the equipment within 72 hours after notice is given, excluding Saturday, Sunday and legal holidays, Lessee agrees to send written notice that the equipment is in need of repair to Lessor, in writing, by Certified or registered mail, return receipt requested. If Lessor fails to repair the equipment within 48 hours after receipt of said written notice, Lessee shall not be obligated to pay any amount for the equipment from the date said written notice is given until the equipment is restored to working order. In any lawsuit between the parties in which the condition or operation of the alarm equipment is in issue, the Lessee shall be precluded from raising the issue that the alarm equipment was not operating unless Lessee can produce a post office certified or registered receipt, signed by Lessor, evidencing that service was requested by Lessee. Only equipment described in paragraph 2 above is covered by service.

11. LEGAL ACTION: In the event Lessor institutes legal action to recover any amounts owed by Lessee to Lessor hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include the full accelerated unexpired term of the agreement, and at Lessor's option, the value of the equipment and that upon Lessee's failure to defend the action, judgment shall be entered by the Clerk of the Court, together with interest, cost, and disbursements. Lessee shall pay Lessor's legal fees of 25% of every amount due Lessor by Lessee. The parties waive trial by jury in any action between them. In any action commenced by Lessor against Lessee, Lessee shall not be permitted to interpose any counterclaim.

12. LESSEE TO INSURE ALARM EQUIPMENT: Lessee shall insure Lessor's alarm equipment against fire and casualty and Lessee agrees to name Lessor in said insurance policy as "loss payee" to the extent of the value of the equipment as set forth hereinabove. Lessee shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the alarm system. Notwithstanding the condition of Lessee's premises, or Lessor's impossibility of performance occasioned by condition of Lessee's premises, Lessee shall remain liable for monthly payments for the term of this agreement without set off or reduction.

13. INDEMNITY: Lessee agrees to and shall indemnify and hold harmless the Lessor, its employees, agents and subcontractors, from and against all claims, lawsuits, including reasonable attorney's fees, and losses asserted against and alleged to be caused by Lessor's performance, negligent or gross negligent performance or failure to perform its obligations under this agreement. Parties agree that there are no third party beneficiaries of this contract.

14. LESSOR'S RIGHT TO SUBCONTRACT MONITORING SERVICE: Lessee agrees that Lessor is authorized and permitted to subcontract central office monitoring service and any other special service which Lessor is obligated to perform under this contract, and that Lessor shall not be liable for any loss or damage sustained by Lessee by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence or gross negligence of third parties. Lessee acknowledges that this agreement and particularly those paragraphs relating to Lessor's disclaimer of warranties, exemption from liability, even for its negligence or gross negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any subcontractors and communication centers of Lessor.

15. NO WARRANTIES OR REPRESENTATIONS (LESSOR'S EXCLUSIVE REMEDY): Lessor does not represent nor warrant that the alarm system and central office monitoring, will prevent any loss, damage or injury to person or property by reason of burglary, theft, hold-up, fire or other cause, or that the alarm system will in all cases provide the protection for which it is installed or intended. Lessee acknowledges that Lessor is not an insurer, and that Lessee assumes all risk for loss or damage to Lessee's premises or its contents. Lessor has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Lessee's exclusive remedy for Lessor's exclusive remedy for Lessor's default hereunder is to require Lessor to repair or replace, at Lessor's option, any equipment covered by this agreement which is nonoperational.

16. EXCULPATORY CLAUSE: The parties agree that Lessor is not an insurer and no insurance coverage is offered herein. Lessee's payments to Lessor are for the installation, rental, service and monitoring of a central station transmitter designed to reduce certain risks of loss, though Lessor does not guarantee that no loss will occur. Lessor is not assuming liability and therefore shall not be liable to Lessee for any loss or damages sustained by Lessee as a result of burglary, theft, hold-up, fire, equipment failure, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by Lessor's negligent performance or failure to perform any obligation active or otherwise. The parties agree that there shall be no third party beneficiaries of this contract.

17. LIMITATION OF LIABILITY: The parties agree that the alarm system and central station transmitter is not designed or guaranteed to prevent loss by burglary, theft and other illegal acts of third parties, or loss by fire. If notwithstanding the terms of this agreement, there should arise any liability on the part of the Lessor as a result of burglary, theft, hold-up, fire smoke, or any other cause whatsoever, regardless of whether or not such loss, damage, or personal injury was caused by or contributed to by Lessor's negligent performance, gross negligence or failure to perform any obligation, active or otherwise, such liability shall be limited to an amount equal to one half the yearly payment paid by Lessee at the time such liability is fixed, or to the sum of \$250.00, whichever is greater. There is no warranty of merchantability, or that the goods will be fit for a particular purpose. If Lessee wishes to increase Lessor's maximum amount of such limitation of liability, Lessee may, as a matter of right, at any time, by entering into a supplemental agreement, obtain from Lessor a higher limit by paying an additional amount consistent with the increase of liability. This shall not be construed as insurance coverage.

Lessor
By Ashley D. Jones
06-22-2015

Lessee

Print Name Signed

ACME 27811A

Return to Agenda



MURRELL BURGLAR ALARMS

Another operation of Murrell Technologies L.P.

TN. ALARM CERT. #C-0002 - VA ALARM LIC. 11-3642

MORRISTOWN, TENNESSEE 37814-1056

ESA-TESA

PHONE 423-586-9401

RIDER

CENTRAL OFFICE MONITORING SERVICE

JUNE 2015

Agreement made this

10th

day of

between

Murrell Burglar Alarms

referred to as "Lessor," and

MORRISTOWN PARKS & REC - FRANK LORINO CONCESSIONS

referred to as "Lessee."

JUNE 10, 2015

WHEREAS, the parties have entered into a contract of sale for an alarm system dated _____, and Lessee desires central office monitoring service in connection with the alarm system, the parties agree as follows.

1. CENTRAL OFFICE TRANSMITTER IS LEASED AND REMAINS PERSONAL PROPERTY OF LESSOR. Lessor shall lease, install and service in the premises of the Lessee, a central office transmitter, which transmitter shall remain the sole personal property of the Lessor and shall not be considered a fixture or a part of the realty, and Lessee shall not permit the attachment thereto of any apparatus not furnished by Lessor.

2. DESCRIPTION OF EQUIPMENT: value of equipment \$ 250.00 COMMUNICATOR

3. INSTALLATION, RENTAL AND SERVICE CHARGES: Lessee agrees to pay to Lessor: P-A#: 27508

(a) The sum of \$ n/a for the installation of the central office transmitter;

(b) The sum of \$ n/a plus \$ n/a per month, payable n/a in advance for the rental and servicing of the transmitter for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month. The parties agree that due to the nature of services to be provided by the Lessor, the payments to be made by the Lessee for the term of this agreement form an integral part of Lessor's anticipated profits, that in the event of Lessor's default it would be impossible to fix Lessor's actual damages. Therefore, in the event Lessee defaults in the payment of any of the aforementioned charges, to be paid to Lessor, the entire balance of all payments for the entire term herein shall immediately become due and payable, and Lessee shall be liable therefor, and Lessor shall be permitted, at its option, to remove its transmitter without relieving Lessee of any obligation hereunder. Should Lessee refuse to permit Lessor access to the premises to remove the transmitter within 72 hours after demand therefore, the transmitter shall, at the Lessor's option, be deemed sold to the Lessee for the amount set forth hereinabove as the value of the equipment.

4. TERM OF AGREEMENT/RENEWAL: The term of this agreement shall be for a period of three (3) years and shall self-renew for successive periods of one year thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. Lessor shall be permitted to increase the yearly payments provided for herein at any time after the expiration of one year from the date hereof, upon giving notice to Lessee, and if Lessee is unwilling to pay such increased charge Lessor shall be permitted, at its option, upon written notice to the Lessee, to terminate this agreement as if the full term had expired, in which event Lessee shall pay the yearly charge pro rata, only until equipment is removed.

5. CENTRAL OFFICE MONITORING: Upon receipt of a signal from the central office transmitter, Lessor or its designee communication center, shall make every reasonable effort to notify Lessee and the appropriate municipal police or fire department. Lessee acknowledges that signals transmitted from Lessee's premises directly to municipal police or fire departments are not monitored by personnel of Lessor or Lessor's designee communication center and Lessor does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

Lessee acknowledges that signals which are transmitted over telephone lines, wire, airwaves or other modes of communication pass through communication networks wholly beyond the control of Lessor and are not maintained by Lessor and, therefore, Lessor shall not be responsible for any equipment failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom.

Cellular communications has been offered to Lessor at an additional charge of \$ 250.00 (waived) 38/month or 426/year

Lessee accepts _____ or denies _____ this additional service.

Lessee agrees to furnish Lessor with a written list of names and telephone numbers of those persons Lessee wishes to receive notification of alarm signals. All changes and revisions shall be supplied to Lessor in writing.

6. SUBSCRIBER'S RESPONSIBILITIES: Subscriber is solely responsible for any false alarm fines, permit fees and any other municipal assessments related to the alarm equipment and shall promptly on demand reimburse and indemnify contractor for any such expenses.

7. CARE OF TRANSMITTER: Lessee agrees not to tamper with, remove or otherwise interfere with the central office transmitter. The transmitter shall remain in the same location as installed and Lessee agrees to bear the cost of repairs or replacement made necessary as a result of any painting, alteration, remodeling, or damage, including damage caused by unauthorized intrusion to the premises, except for ordinary wear and tear, in which event repair or replacement shall be made by Lessor without additional charge.

8. ALTERATION OF PREMISES FOR INSTALLATION: Lessor is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in Lessor's sole discretion for the installation and service of the transmitter, and Lessor shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the transmitter. Lessor shall not be responsible for the condition of the premises upon removal of the transmitter and Lessee represents that the owner of the premises, if other than Lessee, authorizes the installation of the transmitter under the terms of this agreement.

9. LESSEE'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Lessee agrees to furnish, at its expense, all 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups, RJ1X Block or equivalent, as deemed necessary by Lessor in its sole discretion.

10. TESTING AND SERVICE OF TRANSMITTER: The parties hereto agree that the transmitter, once installed, is in the exclusive possession and control of the Lessee, and it is Lessee's sole responsibility to test the operation of the alarm system, and to notify Lessor in writing if it is in need of repair. Lessor shall not be required to service the transmitter unless it has received written notice from Lessee, and upon such notice, Lessor shall service the equipment to the best of its ability within 72 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. to 5 p.m. Monday through Friday.

In the event Lessee complies with the terms of this agreement and Lessor fails to repair the equipment within 72 hours after notice is given, excluding Saturday, Sunday and legal holidays, Lessee agrees to send written notice that the equipment is in need of repair to Lessor, in writing, by Certified or registered mail, return receipt requested. If Lessor fails to repair the equipment within 48 hours after receipt of said written notice, Lessee shall not be obligated to pay any amount for the equipment from the date said written notice is given, until the equipment is restored to working order. In any lawsuit between the parties in which the condition or operation of the alarm equipment is in issue, the Lessee shall be precluded from raising the issue that the alarm equipment was not operating unless Lessee can produce a post office certified or registered receipt, signed by Lessor, evidencing that service was requested by Lessee. Only equipment described in paragraph 2 above is covered by service.

11. LEGAL ACTION: In the event Lessor institutes legal action to recover any amounts owed by Lessee to Lessor hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include the full accelerated unexpired term of the agreement, and at Lessor's option, the value of the equipment and that upon Lessee's failure to defend the action, judgment shall be entered by the Clerk of the Court, together with interest, costs and disbursements. Lessee shall pay Lessor's legal fees of 33% of every amount due Lessor by Lessee.

The parties waive trial by jury in any action between them. In any action commenced by Lessor against Lessee, Lessee shall not be permitted to interpose any counterclaim.

12. LESSEE TO INSURE ALARM EQUIPMENT: Lessee shall insure Lessor's alarm equipment against fire and casualty and Lessee agrees to name Lessor in said insurance policy as "loss payee" to the extent of the value of the equipment as set forth hereinabove. Lessee shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the alarm system. Notwithstanding the condition of Lessee's premises, or Lessor's impossibility of performance occasioned by condition of Lessee's premises, Lessee shall remain liable for monthly payments for the term of this agreement without set off or reduction.

13. INDEMNITY: Lessee agrees to and shall indemnify and hold harmless the Lessor, its employees, agents and subcontractors, from and against all claims, lawsuits, including reasonable attorney's fees, and losses asserted against and alleged to be caused by Lessor's performance, negligent or gross negligent performance or failure to perform its obligations under this agreement. Parties agree that there are no third party beneficiaries of this contract.

14. LESSOR'S RIGHT TO SUBCONTRACT MONITORING SERVICE: Lessee agrees that Lessor is authorized and permitted to subcontract central office monitoring service and any other special service which Lessor is obligated to perform under this contract, and that Lessor shall not be liable for any loss or damage sustained by Lessee by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence or gross negligence of third parties. Lessee acknowledges that this agreement, and particularly those paragraphs relating to Lessor's disclaimer of warranties, exemption from liability, even for its negligence or gross negligence, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any subcontractors and communication centers of Lessor.

15. NO WARRANTIES OR REPRESENTATIONS: LESSEE'S EXCLUSIVE REMEDY: Lessor does not represent nor warrant that the alarm system and central office monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the alarm system will in all cases provide the protection for which it is installed or intended. Lessee acknowledges that Lessor is not an insurer, and that Lessee assumes all risk for loss or damage to Lessee's premises or its contents. Lessor has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Lessee's exclusive remedy for Lessor's exclusive remedy for Lessor's default hereunder is to require Lessor to repair or replace, at Lessor's option, any equipment covered by this agreement which is nonoperational.

16. EXCULPATORY CLAUSE: The parties agree that Lessor is not an insurer and no insurance coverage is offered herein. Lessee's payments to Lessor are for the installation, rental, service and monitoring of a central station transmitter designed to reduce certain risks of loss, though Lessor does not guarantee that no loss will occur. Lessor is not assuming liability and therefore shall not be liable to Lessee for any loss or damages sustained by Lessee as a result of burglary, theft, hold-up, fire, equipment failure, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by Lessor's negligent performance or failure to perform any obligation active or otherwise. The parties agree that there shall be no third party beneficiaries of this contract.

17. LIMITATION OF LIABILITY: The parties agree that the alarm system and central station transmitter is not designed or guaranteed to prevent loss by burglary, theft and other illegal acts of third parties, or loss by fire. If, notwithstanding the terms of this agreement, there should arise any liability on the part of the Lessor as a result of burglary, theft, hold-up, fire, smoke, or any other cause whatsoever, regardless of whether or not such loss, damage, or personal injury was caused by or contributed to by Lessor's negligent performance, gross negligence or failure to perform any obligation, active or otherwise, such liability shall be limited to an amount equal to one half the yearly payment paid by Lessee at the time such liability is fixed, or to the sum of \$250.00, whichever is greater. There is no warranty of merchantability, or that the goods will be fit for a particular purpose. If Lessee wishes to increase Lessor's maximum amount of such limitation of liability, Lessee may, as a matter of right, at any time, by entering into a supplemental agreement, obtain from Lessor a higher limit by paying an additional amount consonant with the increase of liability. This shall not be construed as insurance coverage.

Lessor

By

Frank Lorino
6/22/15

Lessee

Return to Agenda

ACME 27811A



MURRELL BURGLAR ALARMS

Another operation of Murrell Technologies L.P.

TN. ALARM CERT. #C-0002 • VA. ALARM LIC. 11-3642

MORRISTOWN, TENNESSEE 37814-1056

ESA-TESA

PHONE 423-586-9401

RIDER

CENTRAL OFFICE MONITORING SERVICE

10th

JUNE 2015

Agreement made this

day of

between

referred to as "Lessor," and

MORRISTOWN PARKS & REC - FRANK LORINO MAINTENANCE Building

referred to as "Lessee."

JUNE 10, 2015

WHEREAS the parties have entered into a contract of sale for an alarm system dated service in connection with the alarm system, the parties agree as follows:

1. CENTRAL OFFICE TRANSMITTER IS LEASED AND REMAINS PERSONAL PROPERTY OF LESSOR: Lessor shall lease, install and service in the premises of the Lessee, a central office transmitter, which transmitter shall remain the sole personal property of the Lessor and shall not be considered a fixture or a part of the realty, and Lessee shall not permit the attachment thereto of any apparatus not furnished by Lessor.

250.00

COMMUNICATOR

2. DESCRIPTION OF EQUIPMENT: value of equipment \$

P-A#: 27569

3. INSTALLATION, RENTAL AND SERVICE CHARGES: Lessee agrees to pay to Lessor:

(a) The sum of \$

n/a

for the installation of the central office transmitter;

(b) The sum of \$

n/a

plus tax, per month, payable

n/a

in advance for the rental and servicing of the transmitter for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month. The parties agree that due to the nature of services to be provided by the Lessor, the payments to be made by the Lessee for the term of this agreement form an integral part of Lessor's anticipated profits; that in the event of Lessee's default it would be impossible to fix Lessor's actual damages. Therefore, in the event Lessee defaults in the payment of any of the aforementioned charges to be paid to Lessor, the entire balance of all payments for the entire term herein shall immediately become due and payable, and Lessee shall be liable therefor, and Lessor shall be permitted, at its option, to remove its transmitter without relieving Lessee of any obligation hereunder. Should Lessee refuse to permit Lessor access to the premises to remove the transmitter within 72 hours after demand therefore, the transmitter shall, at the Lessor's option, be deemed sold to the Lessee for the amount set forth hereinabove as the value of the equipment.

4. TERM OF AGREEMENT, RENEWAL: The term of this agreement shall be for a period of three (3) years and shall self-renew for successive periods of one year thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. Lessor shall be permitted to increase the yearly payments provided for herein at any time after the expiration of one year from the date hereof, upon giving notice to Lessee, and if Lessee is unwilling to pay such increased charge Lessor shall be permitted, at its option, upon written notice to the Lessee, to terminate this agreement as if the full term had expired, in which event Lessee shall pay the yearly charge pro rata, only until equipment is removed.

5. CENTRAL OFFICE MONITORING: Upon receipt of a signal from the central office transmitter, Lessor or its designee communication center, shall make every reasonable effort to notify Lessee and the appropriate municipal police or fire department. Lessee acknowledges that signals transmitted from Lessee's premises directly to municipal police or fire departments are not monitored by personnel of Lessor or Lessor's designee communication center and Lessor does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

Lessee acknowledges that signals which are transmitted over telephone lines, wire, airwaves or other modes of communication pass through communication networks wholly beyond the control of Lessor and are not maintained by Lessor and, therefore, Lessor shall not be responsible for any equipment failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom.

250.00 (waived)

Cellular communications has been offered to Lessor as an additional charge of \$

installation and \$ 38/month or 426/year

Lessee accepts or denies this additional service.

Lessee agrees to furnish Lessor with a written list of names and telephone numbers of those persons Lessee wishes to receive notification of alarm signals. All changes and revisions shall be supplied to Lessor in writing.

6. SUBSCRIBER'S RESPONSIBILITIES: Subscriber is solely responsible for any false alarm fines, permit fees and any other municipal assessments related to the alarm equipment and shall promptly on demand reimburse and indemnify contractor for any such expenses.

7. CARE OF TRANSMITTER: Lessee agrees not to tamper with, remove or otherwise interfere with the central office transmitter. The transmitter shall remain in the same location as installed and Lessee agrees to bear the cost of repairs or replacement made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, except for ordinary wear and tear, in which event repair or replacement shall be made by Lessor without additional charge.

8. ALTERATION OF PREMISES FOR INSTALLATION: Lessor is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in Lessor's sole discretion for the installation and service of the transmitter, and Lessor shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the transmitter. Lessor shall not be responsible for the condition of the premises upon removal of the transmitter and Lessee represents that the owner of the premises, if other than Lessee, authorizes the installation of the transmitter under the terms of this agreement.

9. LESSEE'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Lessee agrees to furnish, at its expense, all 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups, RJ31X block or equivalent, as deemed necessary by Lessor in its sole discretion.

10. TESTING AND SERVICE OF TRANSMITTER: The parties hereto agree that the transmitter, once installed, is in the exclusive possession and control of the Lessee, and it is Lessee's sole responsibility to test the operation of the alarm system and to notify Lessor in writing if it is in need of repair. Lessor shall not be required to service the transmitter unless it has received written notice from Lessee, and upon such notice, Lessor shall service the equipment to the best of its ability within 72 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. to 5 p.m., Monday through Friday.

In the event Lessee complies with the terms of this agreement and Lessor fails to repair the equipment within 72 hours after notice is given, excluding Saturday, Sunday and legal holidays, Lessee agrees to send written notice that the equipment is in need of repair to Lessor, in writing, by Certified or registered mail, return receipt requested. If Lessor fails to repair the equipment within 48 hours after receipt of said written notice, Lessee shall not be obligated to pay any amount for the equipment from the date said written notice is given until the equipment is restored to working order. In any lawsuit between the parties in which the condition or operation of the alarm equipment is in issue, the Lessee shall be precluded from raising the issue that the alarm equipment was not operating unless Lessee can produce a post office certified or registered receipt, signed by Lessor, evidencing that service was requested by Lessee. Only equipment described in paragraph 2 above is covered by service.

11. LEGAL ACTION: In the event Lessor institutes legal action to recover any amount owed by Lessee to Lessor hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include the full accelerated unexpired term of the agreement, and at Lessor's option, the value of the equipment and that upon Lessee's failure to defend the action, judgment shall be entered by the Clerk of the Court, together with interest, costs and disbursements. Lessee shall pay Lessor's legal fees of 33% of every amount due Lessor by Lessee.

The parties waive trial by jury in any action between them. In any action commenced by Lessor against Lessee, Lessee shall not be permitted to interpose any counterclaim.

12. LESSEE TO INSURE ALARM EQUIPMENT: Lessee shall insure Lessor's alarm equipment against fire and casualty and Lessee agrees to name Lessor in said insurance policy as "loss payee" to the extent of the value of the equipment as set forth hereinabove. Lessee shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the alarm system. Notwithstanding the condition of Lessee's premises, or Lessor's impossibility of performance occasioned by condition of Lessee's premises, Lessee shall remain liable for monthly payments for the term of this agreement without set off or reduction.

13. INDEMNITY: Lessee agrees to and shall indemnify and hold harmless the Lessor, its employees, agents and subcontractors, from and against all claims, lawsuits, including reasonable attorney's fees, and losses asserted against and alleged to be caused by Lessor's performance, negligent or gross negligent performance or failure to perform its obligations under this agreement. Parties agree that there are no third party beneficiaries of this contract.

14. LESSOR'S RIGHT TO SUBCONTRACT MONITORING SERVICE: Lessee agrees that Lessor is authorized and permitted to subcontract central office monitoring service and any other special service which Lessor is obligated to perform under this contract, and that Lessor shall not be liable for any loss or damage sustained by Lessee by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence or gross negligence of third parties. Lessee acknowledges that this agreement, and particularly those paragraphs relating to Lessor's disclaimer of warranties, exemption from liability, even for its negligence or gross negligence, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any subcontractors and communication centers of Lessor.

15. NO WARRANTIES OR REPRESENTATIONS: LESSEE'S EXCLUSIVE REMEDY: Lessor does not represent nor warrant that the alarm system and central office monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the alarm system will in all cases provide the protection for which it is installed or intended. Lessee acknowledges that Lessor is not an insurer and that Lessee assumes all risk for loss or damage to Lessee's premises or its contents. Lessor has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Lessee's exclusive remedy for Lessor's exclusive remedy for Lessor's default hereunder is to require Lessor to repair or replace, at Lessor's option, any equipment covered by this agreement which is nonoperational.

16. EXCULPATORY CLAUSE: The parties agree that Lessor is not an insurer and no insurance coverage is offered herein. Lessee's payments to Lessor are for the installation, rental, service and monitoring of a central station transmitter designed to reduce certain risks of loss, though Lessor does not guarantee that no loss will occur. Lessor is not assuming liability and therefore shall not be liable to Lessee for any loss or damages sustained by Lessee as a result of burglary, theft, hold-up, fire, equipment failure, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by Lessor's negligent performance or failure to perform any obligation active or otherwise. The parties agree that there shall be no third party beneficiaries of this contract.

17. LIMITATION OF LIABILITY: The parties agree that the alarm system and central station transmitter is not designed or guaranteed to prevent loss by burglary, theft and other illegal acts of third parties, or loss by fire. If, notwithstanding the terms of this agreement, there should arise any liability on the part of the Lessor as a result of burglary, theft, hold-up, fire smoke, or any other cause whatsoever, regardless of whether or not such loss, damage, or personal injury was caused by or contributed to by Lessor's negligent performance, gross negligence or failure to perform any obligation, active or otherwise, such liability shall be limited to an amount equal to one half the yearly payment paid by Lessee at the time such liability is fixed, or to the sum of \$250.00, whichever is greater. There is no warranty of merchantability, or that the goods will be fit for a particular purpose. If Lessee wishes to increase Lessor's maximum amount of such limitation of liability, Lessee may, as a matter of right, at any time, by entering into a supplemental agreement, obtain from Lessor a higher limit by paying and additional amount consonant with the increase of liability. This shall not be construed as insurance coverage.

Lessor:

By

Lessee

Return to Agenda

ACME 27811A

CHANGE ORDER

AIA DOCUMENT G701

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

☐
☐
☐
☐
☐

PROJECT: CITY OF MOORESTOWN
(name, address) MOORESTOWN, TENNESSEE

CHANGE ORDER NUMBER: 3

DATE: 5/5/15

TO CONTRACTOR: Summers-Taylor, Inc.
(name, address) 1190 LONESOME PINE TRAIL
GREENEVILLE, TN 37745

ARCHITECT'S PROJECT NO: 2013-07

CONTRACT DATE: 6/2/14

CONTRACT FOR:
2013-2014 ANNUAL STREET MAINTENANCE PROGRAM

The Contract is changed as follows:

REVISION TO THE ESTIMATED PROJECT QUANTITIES -

WORK ADDED ON WALTERS DRIVE - PER ATTACHED BREAKDOWN

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$341,985.66
Net change by previously authorized Change Orders \$461,984.79
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was \$803,970.45
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (decreased)
(unchanged) by this Change Order in the amount of \$72,616.36
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be \$876,586.81

The Contract Time will be (increased) (decreased) (unchanged) by () days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

ARCHITECT	<u>Summers-Taylor, Inc.</u>	OWNER
	CONTRACTOR	
Address	<u>1190 LONESOME PINE TRAIL</u>	Address
	<u>GREENEVILLE, TN 37745</u>	
BY	<u>John T. Bonner</u>	BY
DATE	<u>5/5/15</u>	DATE

Sign
here

	ESTIMATED	QTY.	UNIT	UNIT PRICE	TOTAL BID AMOUNT	UNITS COMPLETED	TOTAL COMPLETE
1 202-03	Removal Of Rigid Pavement, Sidewalk, ETC.	50 SY		\$30.00	\$1,500.00	0	\$0.00
2 202-03.01	Removal Of Asphalt Pavement & Stone	111 SY		\$12.50	\$1,387.50	0	\$0.00
3 303-01	Mineral Agg., Type A Base, Grading D	38 TON		\$32.60	\$1,238.80	0	\$0.00
4 303-01.99	Mineral Agg., Type A Base, Grading D For SW	28 TON		\$44.00	\$1,232.00	0	\$0.00
5 307-01.08	Asphalt Concrete Mix Grading B-M2	22 TON		\$141.00	\$3,102.00	0	\$0.00
6 307-01.15	ACS Mix PG64-22 Grading CS	615 TON		\$114.25	\$70,263.75	114.83	\$13,119.33
7 411-01.10	ACS Mix PG64-22 Grading D	1772 TON		\$110.50	\$195,806.00	439.49	\$48,563.65
8 415-01.02	Cold Planing Bituminous Pavement	21401 SY		\$1.11	\$23,755.11	4449.99	\$4,939.49
9 611-01.20	Adjustment Of Existing Manhole	5 EA		\$550.00	\$2,750.00	0	\$0.00
10 611-09.01	Adjustment Of Existing Catch Basin	5 EA		\$600.00	\$3,000.00	0	\$0.00
11 701-01.01	Concrete Sidewalk (4")	900 SF		\$6.25	\$5,625.00	0	\$0.00
12 701-02.01	Concrete Curb Ramp (Retrofit)	45 SF		\$35.00	\$1,575.00	0	\$0.00
13 701-02.03	Concrete Curb Ramp	45 SF		\$35.00	\$1,575.00	0	\$0.00
14 702-03	Concrete Curb	50 LF		\$15.50	\$775.00	0	\$0.00
15 716-02.01	Plastic Pavement Marking (4" Line)	2 LM		\$4,100.00	\$8,200.00	0.573	\$2,349.30
16 716-02.05	Plastic Pavement Marking (Stop Line)	420 LF		\$18.20	\$7,644.00	22	\$400.40
17 716-02.06	Plastic Pavement Mkg (Turn Lane Arrow)	12 EA		\$155.00	\$1,860.00	5	\$775.00
18 716-02.09	Plastic Pvmt Mkg (Longitudinal X-Walk)	93 LF		\$15.50	\$1,441.50	0	\$0.00
19 716-03.02	Plastic Word Pvmt Marking (RxR)	2 EA		\$310.00	\$620.00	0	\$0.00
20 716-04.01	Plastic Pvmt Mkg (Straight-Turn Arrow)	4 EA		\$230.00	\$920.00	1	\$230.00
21 730-14.02	Saw Slot	1050 LF		\$4.80	\$5,040.00	334	\$1,603.20
22 730-14.03	Wire Loop	2100 LF		\$0.75	\$1,575.00	848	\$636.00
23 801-01	Seeding (With Mulch)	6 UNIT		\$75.00	\$450.00		\$0.00
24 920.10.02	Sidewalk Subgrade Preparation	50 SY		\$13.00	\$650.00		\$0.00
					\$341,985.66		\$72,616.36



Summers-Taylor, Inc.

Box 1628, 300 West Elk Avenue
Elizabethton, TN 37644-10628
Phone (423) 543-3181 Fax (423) 543-6189
www.summertaylor.com

May 6, 2015

City Of Morristown
P.O. Box 1499
Morristown, TN 37816

Attn: Mr. Michael Poteet

Re: 2013 -2014 Annual Street Maintenance Program – City Of Morristown

Dear Mr. Poteet;

Enclosed are three (3) copies of pay application #8 on the above referenced project. This is for work completed thru May 4, 2015.

Also attached is a breakdown showing quantities for each pay application.

If you have any further questions or need any additional information do not hesitate to contact us.

Very truly yours,

John T. Bowman
Estimator
SUMMERS-TAYLOR, INC.

This task order 004-A is an amendment to Task Order 004 for the Lincoln Heights Safe Routes to School Project. As stated in Task Order 004, this amendment will serve as Phase 2 of the design services on the project. A final amendment will be submitted for the Construction Engineering Inspection (CEI) for the project once the project is bid.

A detailed description of our Scope of Services, Fee, and Schedule for Task Order 004-A are as follows:

Task 5 – Right of Way Coordination

Kimley-Horn will coordinate with TDOT Right of Way staff to determine the appropriate documentation that will be required for the portion of the project that is on the Hamblen County School Board property.

Kimley-Horn will provide the City with a legal description and exhibit of the portion of property to be used for this project. This exhibit and legal description can be attached to any documents between the City and the School Board for reference.

The City of Morristown will be responsible for drafting and executing any documentation between the City and the School Board. It is assumed that this property will be given a memorandum of understanding (MOU) or a license agreement for use and maintenance between the County School Board and the City and not need to be acquired and transferred to the City of Morristown.

Kimley-Horn will also coordinate with TDOT Excess Land Committee. Since this project is not located on a State Route, it is not anticipated that TDOT will require a license agreement through the Excess Land Committee.

*Task 5 Deliverables: Property Exhibit and Legal Description
 TDOT ROW Forms*

Task 6 – Pre-Bid Services**Task 6.1 – Utility Certification**

Kimley-Horn will coordinate with utility companies providing water, sewer, gas, electric, cable and telephone in the project area. Each utility company will be provided with a set of plans to review for potential conflicts. Considering the project area, it is assumed that there will not be conflicts with the proposed project and utilities and that each utility company will be able to provide a “no-conflict” letter. The plans and each utility “no-conflict” letter will be sent to the TDOT Utility office requesting Utility Certification.

Task 6.2 – Right of Way Certification

Kimley-Horn will also send the plans and pertinent information regarding the use of the school property to the TDOT Right-Of-Way Division requesting right-of-way certification.

Task 6.3 – Environmental Certification

It is assumed that a Notice of Intent (NOI) for a Storm Water Construction General Permit will NOT be required for the project by the Tennessee Department of Environment and Conservation (TDEC) since the project consists of less than one acre of land disturbance.

Kimley-Horn will submit plans and a letter stating that no environmental permits apply to this project to the TDOT Environmental Division requesting Environmental Certification.

Task 6.4 – DBE Goal Setting

Given the construction budget for this project, it is not anticipated that a DBE goal will be required for this project. Should TDOT require a DBE to be established for this project, these services can be provided as an Additional Service.

Task 7 – Bid Phase Services

Upon receiving Notice to Proceed to Construction from TDOT, Kimley-Horn will assist the City with drafting the advertisement for bids, supply the City with up to fifteen (15) copies of the Bidding Documents (plans and bid specification books) and conduct one (1) pre-bid meeting with potential bidders. The City will be responsible for advertising the bid. Kimley-Horn will respond to questions that arise during the bidding process and issue up to three (3) statements of clarification or bid addenda as appropriate. Kimley-Horn will be present for the bid opening and meet with the City following the bid opening to assist with bid review. In addition, Kimley-Horn will tabulate the bids received and evaluate the compliance of the bids with the bidding documents and in accordance with TDOT Policy No. 355-02, *Awards of Construction Contracts*. Kimley-Horn will prepare a written summary of this tabulation and evaluation. Kimley-Horn will submit the bid tabulation and other required documentation to TDOT seeking review and approval to award the contract to the lowest responsive bidder.

Task 7 Deliverables:

- Bid Advertisement*
- Up to three (3) bid addenda*
- Bid Tabulations*

Task 8 – Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional property research, boundary survey or topographic survey outside of the project limits listed above
- Additional design of sidewalk on Morristown High School property
- Stormwater Pollution Prevention Plan (SWPPP) development
- Tennessee Department of Environment and Conservation (TDEC) or Army Corps of Engineers (ACOE) permits
- Right-of-Way Services
- Bidding Phase Services
- Construction Phase Services
- Others as requested by the Client

The above services can be provided through an amendment to this agreement upon written request and authorization by the City of Morristown.

Information Provided by the Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by the Consultant during the project, including but not limited to the following:

- MOU or Easement document between School Board and City

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

Kimley-Horn will begin the Right of Way process immediately upon the receipt of this signed task order number 004-A. Typically the right of way acquisition process can take 90-120 days for a full acquisition. Since this project does not require a full acquisition, this schedule may be closer to 60 days. Once this is complete, the request for right of way certification will be submitted to TDOT for review and approval. Environmental certification and utility certification will begin immediately and run concurrently with the Right of Way process.

Fee and Expenses

KHA will perform the services described in Task 1 through 3 for the total lump sum fee below:

Task 5 – Right of Way Coordination	\$2,650
Task 6 – Pre-Bid Services	\$6,950
Task 7 – Bid Phase Services	\$7,450

Total (Lump Sum – Tasks 5 through 7): **\$17,050**

The lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the Engineers Joint Contract Documents Committee (EJCDC) Agreement: E-505, Standard Form of Agreement between Owner and Engineer for Professional Services – Task Order Edition. This exhibit is considered Task Order Number 004-A for the above referenced contract. As used in the Agreement, "Engineer" shall refer to Kimley-Horn and Associates, Inc., and "Owner" shall refer to the **City of Morristown, Tennessee**.

 X Please ONLY provide a hard copy invoice to the address listed above to the attention of Alan Hartman or provide alternative address.

OWNER:

By: _____

Name: _____

Title: _____

Date: _____

ENGINEER:

By: Christopher D. Rhodes

Name: Christopher D. Rhodes, P.E.

Title: Vice President

Date: June 9, 2015

Engineer License or

Firm's Certificate Number: 5571

State of: Tennessee

DESIGNATED REPRESENTATIVE:

Name: Alan Hartman

Title: Planning Director

Address:

P. O. Box 1499

Morristown, Tennessee 37816-1499

E-mail Address:

ahartman@mymorristown.com

Phone: 423-581-0100

Fax: 423-586-1205

DESIGNATED REPRESENTATIVE:

Name: Zachary J. Dufour, P.E.

Title: Project Manager / Associate

Address:

209 Tenth Avenue South, Suite 501

Nashville, Tennessee 37203

E-mail Address: _____

zachary.dufour@kimley-horn.com

Phone: 615-564-2701

Fax: N/A



MORRISTOWN UTILITY SYSTEMS

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

June 4, 2015

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

Dear Tony,

I am forwarding the resolution adopted by the Morristown Utilities Commission at the board meeting on June 4, 2015, which identifies three nominees for the first submission of the Board vacancy currently held by Harold Nichols.

We do not require applications and resumes are not available at present. For additional information, you can reach the nominees at these numbers:

Harold Nichols, Businessman
2001 Vantage View Dr.
Morristown, TN
423-586-7613

David Gurley, Plant Manager, Team Technologies
5108 Hansford Pl
Morristown, TN
423-587-2199

Mike Minnich, Businessman
1299 Bales Dr.
Morristown TN
423-587-0807

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Wigington", is written over a horizontal line.

Joseph S. Wigington
General Manager

cc: Gary Chesney

RESOLUTION NO. 2015-05-08
Submission for Board Member Vacancy

**BEING A RESOLUTION BY THE MORRISTOWN UTILITIES
COMMISSION FOR THE PURPOSE OF SUBMITTING TO THE MAYOR
A LIST OF THREE ELIGIBLE PERSONS FOR THE MAYOR'S
NOMINATION AND CITY COUNCILS' CONFIRMATION OF ONE SUCH
PERSON TO SERVE ON THE COMMISSION.**

WHEREAS, the City of Morristown, Tennessee (City) is a Municipal corporation created by the Private Acts of the Tennessee Legislature of 1903, Chapter 103; and

WHEREAS, The Morristown Utilities Commission (Commission) is a governmental entity with situs in Morristown, Tennessee, having been created by the Private Acts of the Tennessee Legislature of 1901, Chapter 392; and

WHEREAS, Chapter 392 of the Private Acts of the Tennessee Legislature for 1901 was amended and ratified by referendum on May 1, 2001 which increased the number of commissioners from three to five members, and provided a method for appointment of members; and

WHEREAS, Chapter 392 of the Private Acts of the Tennessee Legislature for 1901 was further amended and ratified by City Council on May 1, 2012 which amendment modified the method for appointment of commission members; and

WHEREAS, pursuant to this amendment, one vacancy exists on the Morristown Utilities Commission for a five year term beginning on August 1, 2015 and ending July 31, 2020.

NOW, THEREFORE BE IT RESOLVED BY THE MORRISTOWN UTILITIES COMMISSION, that in accordance with the method of appointment of Commission members, the following list of nominees are submitted to the Mayor of the City of Morristown for the existing vacancy, this being the first set of names following the MUC Charter change effective May 1, 2012.

1. Term beginning on Aug. 1, 2015 - Ending July 31, 2020.
 - (a) Harold Nichols
 - (b) David Gurley
 - (c) Mike Minnich

PASSED in regular meeting of the Morristown Utilities Commission of the 4^m day of June 2015.

MORRISTOWN UTILITIES COMMISSION

BY: George B. McGuffin

George McGuffin, Chairman of Board

Attest:

B. Lynne Atkins

Commissioner

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

To: Mayor and City Council

From: Chief Roger ^{RDO}D. Overholt

Date: June 11, 2015

Re: Promotion – Training Division

I request I be allowed to make a promotion to lieutenant in the training division. The training supervisor position was previously held by a captain who took a position with Walters State in September 2014. Please see the attached eligibility roster which was in place at the time the vacancy occurred.

RDO/ll

CIVIL SERVICE BOARD

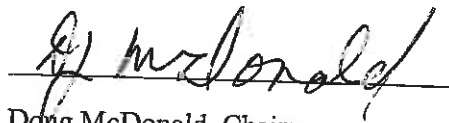
PO BOX 1499 MORRISTOWN, TN 37816

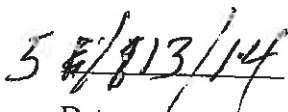
Police Department Detective Lieutenant Roster

REVISED ON MAY 13, 2014 TO REFLECT PROMOTIONS AND/OR CORRECTIONS

<u>Name</u>	<u>Expires</u>
1. Todd King	February 2016
2. Al Herrera	September 2014
3. Rick Harmon	September 2014

For the Civil Service Board:


Doug McDonald, Chairman


Date

City of Morristown Line Item Transfer

DOCUMENT NO. 1507
FUND NO. #110
FY 2015
Date 6/10/15

LINE ITEM TRANSFER(S) X

LINE ITEM	ACCOUNT NO. ###-####-###	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
1	110-41200-134	City Administrator - Christmas Bonus & Longevity	1,056	425	1,481
2	110-41200-214	City Administrator - Health Insurance	36,291	6,000	42,291
3	110-41200-219	City Administrator - Workers Compensation Insurance	4,202	1,100	5,302
4	110-41200-343	City Administrator - Natural Gas & Propane	0	345	345
5	110-41200-345	City Administrator - Telephone Services	3,000	500	3,500
6	110-41200-378	City Administrator - Education Seminars & Training	1,000	750	1,750
7	110-41200-399	City Administrator - Other Contracted Services	4,000	6,000	10,000
8	110-41200-510	City Administrator - Insurance	331	70	401
9	110-41200-801	City Administrator - Grants & Other Subsidies	25,000	(15,190)	9,810
10	110-41610-111	Purchasing - Wages	47,751	(1,065)	46,686
11	110-41610-411	Purchasing - Office Supplies & Materials	400	650	1,050
12	110-41610-413	Purchasing - Office Equipment	250	250	500
13	110-41610-510	Purchasing - Insurance	839	165	1,004
14	110-41640-111	Computer Operations - Wages	61,872	500	62,372
15	110-41640-134	Computer Operations - Christmas Bonus & Longevity	1,131	(500)	631
16	110-41640-330	Computer Operations - Legal Notices	0	730	730
17	110-41640-345	Computer Operations - Telephone	3,000	1,000	4,000
18	110-41640-433	Computer Operations - Vehicle Parts	0	1,500	1,500
19	110-41640-510	Computer Operations - Insurances	3,710	750	4,460
20	110-41640-964	Computer Operations - Office Equipment	308,200	(3,980)	304,220
21	110-41650-111	Human Resources - Wages	156,375	(9,000)	147,375
22	110-41650-219	Human Resources - Workers Compensation Insurance	3,502	3,350	6,852
23	110-41650-289	Human Resources - Tuition Reimbursement	4,000	(4,000)	-
24	110-41650-310	Human Resources - Postage	300	250	550
25	110-41650-330	Human Resources - Legal Notices	775	8,000	8,775
26	110-41650-371	Human Resources - Subscriptions & Books	420	2,000	2,420
27	110-41650-378	Human Resources - Education Seminars & Training	11,500	(6,000)	5,500
28	110-41650-383	Human Resources - Travel	4,000	2,500	6,500
29	110-41650-411	Human Resources - Office Supplies & Materials	1,502	1,200	2,702
30	110-41650-499	Human Resources - Other Supplies & Materials	500	1,200	1,700
31	110-41650-533	Human Resources - Equipment Rental/Lease	3,000	500	3,500
32	110-41700-213	Planning - Health Insurance	28,679	11,000	39,679
33	110-41700-219	Planning - Workers Compensation Insurance	4,519	120	4,639
34	110-41700-310	Planning - Postage	250	1,000	1,250
35	110-41700-355	Planning - Computer/Data Processing	0	2,100	2,100
36	110-41700-399	Planning - Other Contracted Services	1,209,115	(524,970)	684,145
37	110-41700-411	Planning - Office Supplies & Materials	1,500	750	2,250
38	110-41700-801	Planning - Grants & Other Subsidies	500,000	510,000	1,010,000
39	110-41710-111	Codes Enforcement - Wages	78,501	(6,500)	72,001
40	110-41710-112	Codes Enforcement - Overtime	0	5,500	5,500
41	110-41800-111	Engineering - Wages	119,720	(3,500)	116,220
42	110-41800-112	Engineering - Overtime	1,000	3,500	4,500
43	110-41800-355	Engineering - Computer/Data Processing	0	2,100	2,100
44	110-41800-431	Engineering - Gasoline & Diesel Fuel	2,500	750	3,250

[Return to Agenda](#)

LINE ITEM	ACCOUNT NO. 999-99999-999	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
44	110-41800-533	Engineering - Equipment Rental/Lease	12,840	(2,850)	9,990
45	110-42210-111	Fire Supervision - Wages & Salaries Perm.	415,804	(1,650)	414,154
46	110-42210-134	Fire Supervision - Christmas Bonus & Longevity	5,420	550	5,970
47	110-42210-219	Fire Supervision - Workers Compensation Ins	1,031	7,000	8,031
48	110-42210-378	Fire Supervision - Education Seminars & Trng.	5,500	(4,000)	1,500
49	110-42210-411	Fire Supervision - Office Supplies and Materials	1,000	600	1,600
50	110-42210-431	Fire Supervision - Gasoline & Diesel Fuel	6,500	(2,500)	4,000
51	110-42220-111	Fire Inspections - Wages	69,984	500	70,484
52	110-42220-115	Fire Inspections - Other Salaries & Wages	1,900	(1,900)	-
53	110-42220-134	Fire Inspections - Christmas Bonus & Longevity	846	170	1,016
54	110-42220-219	Fire Inspections - Workers Compensation Ins.	1,237	100	1,337
55	110-42220-355	Fire Inspections - Computer/Data Processing	0	2,070	2,070
56	110-42220-371	Fire Inspections - Subscriptions & Books	0	(500)	(500)
57	110-42220-378	Fire Inspections - Education Seminars & Training	2,000	(800)	1,200
58	110-42220-510	Fire Inspections - Insurance	1,855	2,570	4,425
59	110-42220-971	Fire Inspections - Motor Equipment	35,000	(2,210)	32,790
60	110-42400-111	Inspections - Wages & Salaries Permanent	287,122	(55,595)	231,527
61	110-42400-219	Inspections - Workers Compensation Insurance	5,604	1,025	6,629
62	110-42400-355	Inspections - Computer/Data Processing	0	2,070	2,070
63	110-42400-399	Inspections - Other Contracted Services	42,500	50,000	92,500
64	110-42400-533	Inspections - Equipment Rental/Lease	2,500	2,500	5,000
65	110-43110-111	Public Works Supervision - Wages & Salaries	131,365	6,000	137,365
66	110-43110-213	Public Works Supervision - TCRS	19,759	1,000	20,759
67	110-43110-214	Public Works Supervision - Health Insurance	28,578	1,000	29,578
68	110-43110-219	Public Works Supervision - Workers Compensation	2,563	1,000	3,563
69	110-43110-413	Public Works Supervision - Office Equipment	9,000	(9,000)	-
70	110-43120-114	PW Building & Grounds - Wages-Temp	0	14,650	14,650
71	110-43120-210	PW Building & Grounds - FICA	7,645	350	7,995
72	110-43120-212	PW Building & Grounds - Medicare	1,788	100	1,888
73	110-43120-219	PW Building & Grounds - Workers Comp.	2,801	1,175	3,976
74	110-43120-226	PW Building & Grounds - Clothing/Uniform/Shoes	30,000	(28,000)	2,000
75	110-43120-341	PW Building & Grounds - Electricity	10,000	22,000	32,000
76	110-43120-342	PW Building & Grounds - Water & Sewer	42,000	5,000	47,000
77	110-43120-345	PW Building & Grounds - Telephone Services	4,000	1,000	5,000
78	110-43120-362	PW Building & Grounds - Repair/Maint Operations Equip	5,000	4,000	9,000
79	110-43120-429	PW Building & Grounds - General Operating Supplies	20,000	5,000	25,000
80	110-43120-999	PW Building & Grounds - Other Capital Outlay	80,000	(25,275)	54,725
81	110-43140-111	PW Street Repairs & Maint. - Wages	611,745	(89,000)	522,745
82	110-43140-112	PW Street Repairs & Maint. - Overtime	9,000	4,000	13,000
83	110-43140-219	PW Street Repairs & Maint. - Workers Comp Ins	12,705	6,000	18,705
84	110-43140-345	PW Street Repairs & Maint. - Telephone Services	1,100	1,500	2,600
85	110-43140-362	PW Street Repairs & Maint. - Repair/Maint Operations	22,000	45,000	67,000
86	110-43140-419	PW Street Repairs & Maint. - Small Tools & Equipment	6,000	4,000	10,000
87	110-43140-433	PW Street Repairs & Maint. - Vehicle Parts	22,000	10,000	32,000
88	110-43140-451	PW Street Repairs & Maint. - Concrete Products	3,000	1,500	4,500
89	110-43140-455	PW Street Repairs & Maint. - Crushed Stone	15,000	15,000	30,000
90	110-43140-510	PW Street Repairs & Maint. - Insurance	9,276	2,000	11,276
91	110-44420-111	Park & Rec Playground & Prog - Wages & Sal.	127,401	(7,500)	119,901
92	110-44420-114	Park & Rec Playground & Prog - Wages-Temp	77,000	7,500	84,500

City of Morristown Line Item Transfer

DOCUMENT NO. 1508
 FUND NO. #124
 FY 2015
 Date 6/10/15

LINE ITEM TRANSFER(S) X

LINE ITEM	ACCOUNT NO. ###-###-###-##	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
1	124-46110-111	CDBG Administration - Wages	54,970	500	55,470
2	124-46110-134	CDBG Administration - Christmas Bonus & Longevity	283	10	293
3	124-46110-355	CDBG Administration - Computer/Data Processing	0	2,070	2,070
4	124-46110-359	CDBG Administration - Other Professional Services	5,000	(2,580)	2,420
5					0
6					0
7					0
8					0
9					0
10					
COLUMN TOTALS			60,253	\$0	\$60,253

JUSTIFICATION / EXPLANATION FOR REQUEST:

Line item transfers for Fiscal Year ending June 30, 2015. These transfers are necessary due to reclassification of expenditures in accordance with the chart of accounts.

SIGN / DATE _____	DEPARTMENT DIRECTOR
APPROVED / DATE _____	DIRECTOR OF ADMINISTRATIVE SERVICES
APPROVED / DATE _____	CITY MANAGER
APPROVED / DATE _____	CITY COUNCIL (IF REQ.)

THIS AREA FOR FINANCE DEPT. ONLY

AMENDMENT POSTED BY: _____ DATE _____

City of Morristown Line Item Transfer

DOCUMENT NO. 1509
 FUND NO. #126
 FY 2015
 Date 6/10/15

LINE ITEM TRANSFER(S) X

LINE ITEM	ACCOUNT NO. ###-###-###-##	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
1	126-42170-111	Narcotics/Vice - Salaries & Wages	309,028	(18,000)	291,028
2	126-42170-219	Narcotics/Vice - Workers Compensation Insurance	7,004	1,000	8,004
3	126-42170-226	Narcotics/Vice - Clothing/Uniforms/Shoes	3,700	1,500	5,200
4	126-42170-310	Narcotics/Vice - Postal Service	200	300	500
5	126-42170-345	Narcotics/Vice - Telephone	4,270	2,000	6,270
6	126-42170-433	Narcotics/Vice - Vehicle Parts	0	4,000	4,000
7	126-42170-510	Narcotics/Vice - Insurance	10,070	2,000	12,070
8	126-42170-533	Narcotics/Vice - Equipment Rental/Lease	0	2,700	2,700
9	126-42170-695	Narcotics/Vice - K-9 Dogs and Supplies	7,500	4,500	12,000
10					
COLUMN TOTALS			341,772	\$0	\$341,772

JUSTIFICATION / EXPLANATION FOR REQUEST:

Line item transfers for Fiscal Year ending June 30, 2015. These transfers are necessary due to reclassification of expenditures in accordance with the chart of accounts.

SIGN / DATE _____	DEPARTMENT DIRECTOR
APPROVED / DATE _____	DIRECTOR OF ADMINISTRATIVE SERVICES
APPROVED / DATE _____	CITY MANAGER
APPROVED / DATE _____	CITY COUNCIL (IF REQ.)

THIS AREA FOR FINANCE DEPT. ONLY

AMENDMENT POSTED BY: _____ DATE _____

City of Morristown Line Item Transfer

DOCUMENT NO. 1510
 FUND NO. #172
 FY 2015
 Date 6/10/15

LINE ITEM TRANSFER(S) X

LINE ITEM	ACCOUNT NO. ###-###-###-##	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
1	172-41761-111	Administration - Wages	59,000	500	59,500
2	172-41761-219	Administration - Workers Compensation Ins	0	1,325	1,325
3	172-41761-330	Administration - Legal Notices	4,500	500	5,000
4	172-41761-351	Administration - Medical Services	0	30	30
5	172-41761-383	Administration - Travel	7,000	(2,355)	4,645
6	172-41765-355	Other MTPO Programs - Computer/Data Processing	10,000	(1,500)	8,500
7	172-41765-399	Other MTPO Programs - Other Contracted Services	0	1,500	1,500
8					0
9					0
10					
COLUMN TOTALS			80,500	\$0	\$80,500

JUSTIFICATION / EXPLANATION FOR REQUEST:

Line Item transfers for Fiscal Year ending June 30, 2015. These transfers are necessary due to reclassification of expenditures in accordance with the chart of accounts.

SIGN / DATE _____	DEPARTMENT DIRECTOR
APPROVED / DATE _____	DIRECTOR OF ADMINISTRATIVE SERVICES
APPROVED / DATE _____	CITY MANAGER
APPROVED / DATE _____	CITY COUNCIL (IF REQ.)

THIS AREA FOR FINANCE DEPT. ONLY

AMENDMENT POSTED BY: _____ DATE _____

City of Morristown Line Item Transfer

DOCUMENT NO. 1511
 FUND NO. #435
 FY 2015
 Date 8/10/15

LINE ITEM TRANSFER(S)

X

LINE ITEM	ACCOUNT NO. <small>###-###-###-##-##</small>	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
1	435-43210-111	Sanitation Department - Wages	44,816	6,000	50,816
2	435-43210-214	Sanitation Department - Health Insurance	130,132	10,000	140,132
3	435-43210-219	Sanitation Department - Workers Compensation In	14,008	1,250	15,258
4	435-43210-330	Sanitation Department - Legal Notices	1,200	700	1,900
5	435-43210-345	Sanitation Department - Telephone	500	500	1,000
6	435-43210-399	Sanitation Department - Other Contracted Services	282,000	(62,600)	219,400
7	435-43210-433	Sanitation Department - Vehicle Parts	50,000	10,000	60,000
8	435-43210-510	Sanitation Department - Insurance	9,276	1,800	11,076
9	435-44500-134	Curbside Recycle - Christmas Bonus & Longevity	757	150	907
10	435-44500-214	Curbside Recycle - Health Insurance	22,165	30,000	52,165
11	435-44500-510	Curbside Recycle - Insurance	1,634	350	1,984
12	435-49180-711	Debt Principal	25,183	850	26,033
13	435-49180-731	Debt Interest	8,239	1,000	9,239
COLUMN TOTALS			589,910	\$0	\$589,910

JUSTIFICATION / EXPLANATION FOR REQUEST:

Line item transfers for Fiscal Year ending June 30, 2015. These transfers are necessary due to reclassification of expenditures in accordance with the chart of accounts.

SIGN / DATE

DEPARTMENT DIRECTOR

APPROVED / DATE

DIRECTOR OF ADMINISTRATIVE SERVICES

APPROVED / DATE

CITY MANAGER

APPROVED / DATE

CITY COUNCIL (IF REQ.)

THIS AREA FOR FINANCE DEPT. ONLY

AMENDMENT POSTED BY:

DATE

[Return to Agenda](#)

City of Morristown Line Item Transfer

DOCUMENT NO. 1512
 FUND NO. 440
 FY 2015
 Date 8/10/15

LINE ITEM TRANSFER(S) X

LINE ITEM	ACCOUNT NO. <small>000-0000-000-00-00</small>	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
1	440-43292-111	Administration - Wages	74,155	3,000	77,155
1	440-43292-112	Administration - Overtime	0	850	850
3	440-43292-321	Administration - Printing Services	0	500	500
4	440-43292-378	Administration - Education Seminars & Training	0	200	200
6	440-43292-399	Administration - Other Contracted Services	221,000	(4,900)	216,100
8	440-43292-510	Administration - Insurance	1,767	350	2,117
7	440-43293-111	Drainway Maintenance - Wages	99,209	26,000	125,209
8	440-43293-134	Drainway Maintenance - Christmas Bonus & Longevity	750	450	1,200
9	440-43293-210	Drainway Maintenance - FICA	6,817	650	7,467
10	440-43293-212	Drainway Maintenance - Medicare	1,594	200	1,794
11	440-43293-213	Drainway Maintenance - TCRS Contributions	16,340	3,000	19,340
12	440-43293-214	Drainway Maintenance - Health Insurance	34,664	10,000	44,664
13	440-43293-351	Drainway Maintenance - Medical Services	0	150	150
14	440-43293-411	Drainway Maintenance -Office Supplies & Materials	0	50	50
16	440-43293-451	Drainway Maintenance - Concrete Products	0	7,500	7,500
18	440-43293-455	Drainway Maintenance - Crushed Stone	0	25,000	25,000
17	440-43293-510	Drainway Maintenance - Insurance	4,417	900	5,317
18	440-43293-533	Drainway Maintenance - Equipment Rental/Lease	0	50	50
19	440-43293-913	Drainway Maintenance - Easements	0	24,500	24,500
20	440-43293-952	Drainway Maintenance - Stormwater Maintenance	2,897,000	(101,200)	2,795,800
21	440-49190-731	Debt Interest	154,632	2,500	157,132
22	440-49190-798	Paying Agent Fees	0	250	250
COLUMN TOTALS			3,512,345	\$0	\$3,512,345

JUSTIFICATION / EXPLANATION FOR REQUEST:

Line item transfers for Fiscal Year ending June 30, 2015. These transfers are necessary due to reclassification of expenditures in accordance with the chart of accounts.

SIGN / DATE _____ DEPARTMENT DIRECTOR

APPROVED / DATE _____ DIRECTOR OF ADMINISTRATIVE SERVICES

APPROVED / DATE _____ CITY MANAGER

APPROVED / DATE _____ CITY COUNCIL (IF REQ.)

THIS AREA FOR FINANCE DEPT ONLY

AMENDMENT POSTED BY: _____ DATE: _____