

**FIANNCE COMMITTEE**

**April 4, 2023**

**3:30 p.m.**

**WORK SESSION**

**April 4, 2023**

**4:00 p.m.**

1. Agenda Review and Citizen Forum

**AGENDA**

**CITY OF MORRISTOWN, TENNESSEE**

**CITY COUNCIL MEETING**

**April 4, 2023**

**5:00 p.m.**

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Robert Montgomery, Morristown Fire Dept. Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **ADOPTION OF AGENDA**

6. **PROCLAMATIONS/PRESENTATIONS**

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

8. **APPROVAL OF MINUTES**

1. March 21, 2023

9. **OLD BUSINESS**

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

1. Resolution No. 2023-03 Plan of Services  
Resolution adopting a Plan of Services for the annexation of property located off of Morelock Road, Hamblen County Parcel Id # 025 15900 000, Morristown, TN.

2. Ordinance No. 4738  
Entitled an Ordinance to Annex certain territory and to incorporate same within the corporate boundaries of the city of Morristown, Tennessee. Annexation of property currently located along either side of Morelock Road, having been assigned Hamblen County Parcel ID # 025 15900 000.
3. Ordinance No. 4739  
Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Lots 1-12, Block 7 and Lots 1-12, Block 8 as shown on the Map (plat B, page 55) of the Hoyt Addition belonging to W.E. Hodges and Geo. O. Barnard, recorded in Hamblen County from LI (Light Industrial) to R-2 (Medium Density) East 13<sup>th</sup> North Street and Macarthur Streets.
4. Ordinance No. 4740  
Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 032041 01005 from LI (Light Industrial District) to HI (Heavy Industrial District), S. Sugar Hollow Road.
5. Ordinance No. 4741  
Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 032034 02204 from IB (Intermediate Business) to R-3 (High Density Residential District) Thompson Creek Road.
6. Ordinance No. 4742  
Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 13 (Property Maintenance Regulations), of the Morristown Municipal Code.

## **10. NEW BUSINESS**

### **10-a. Resolutions**

1. Resolution No. 2023-04  
A Resolution authorizing The City of Morristown to join the State of Tennessee and other local governments in amending the Tennessee State-Subdivision Opioid Abatement Agreement and approving the related settlement agreements.

### **10-b. Introduction and First Reading of Ordinances**

### **10-c. Awarding of Bids/Contracts**

1. Approval of Change Order No. 1 with Mitch Cox Construction for the Thompson Creek Road Construction, Phase 1 in the amount of \$945,364.75.

2. Approve purchase of ten (10) granite markers in an amount of \$3,999.
3. Approval of Amendment No. 2 to the Multi Modal Access Grant Contract with the State of Tennessee Department of Transportation (TDOT) for various sidewalk improvements along SR-34 from Hampton West Boulevard to Terrace Lane (PIN 128609) extending the completion date of project to September 30, 2024.
4. Approve an amendment to Work Authorization No. 2 for Goodwyn Mills Cawood adjusting the scope of services for design and bid phases for taxilane extension to facilitate development at the southwest end of the airport property, an increase of \$17,976.
5. Authorize the purchase of three parcels known as 112 West 2nd North Street in an amount of \$199,900.
6. Authorize the procurement of Engineering Services from LDA Engineering for Stormwater projects that need to be performed in FY23, not to exceed \$40,000.00.
7. Acknowledge receipt of bids for Getac Notebook Computers and vehicle adapters, accept the bid from SOS Computers LLC (dba Technology Express) as the best and lowest bid; authorize the one-time purchase of nine (9) GETAC Computers and vehicle adapters totaling \$19,910.07.

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

**10-e. New Issues**

1. Approval to hire one Reserve Officer for the Morristown Police Department.

**11. CITY ADMINISTRATOR'S REPORT**

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

**13. ADJOURN**

**WORK SESSION  
April 4, 2023**

1. Citizens Police Academy

## City Council Meeting/Holiday Schedule.

April 7, 2023	Friday		City Center Closed – Observance of Good Friday
April 18, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
April 18, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 2, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
May 2, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 8, 2023	Monday	5:00 p.m.	Sine Die Council Meeting
May 16, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
May 16, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 29, 2023	Monday		City Center Closed – Observance of Memorial Day
June 6, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
June 6, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
June 6, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
June 20, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
June 20, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 4, 2023	Tuesday		City Center Closed – Observance of Independence Day
July 6, 2023	Thursday	4:00 p.m.	Council Agenda Review & Citizen Forum
July 6, 2023	Thursday	5:00 p.m.	Regular City Council Meeting with Work Session
July 20, 2023	Thursday	4:00 p.m.	Council Agenda Review & Citizen Forum
July 20, 2023	Thursday	5:00 p.m.	Regular City Council Meeting with Work Session
August 1, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
August 1, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
August 1, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 15, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
August 15, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 4, 2023	Monday		City Center Closed – Observance of Labor Day
September 5, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
September 5, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 19, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
September 19, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 3, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
October 3, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
October 3, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 17, 20223	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
October 17, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 7, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
November 7, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 21, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
November 21, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 23-24, 2023	Thurs/Fri		City Center Closed – Observance of Thanksgiving Holiday
December 5, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
December 5, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
December 5, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 19, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
December 19, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 25, 2023	Monday		City Employee's Holiday – Observance of Christmas Day

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
March 21, 2023**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, March 21, 2023, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present; Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith.

Reverend Benny Jones, Morristown Police Dept. Chaplain led in the invocation. Councilmember Al A'Hearn led the "Pledge of Allegiance".

Councilmember A'Hearn made a motion to adopt the March 21, 2023 agenda as presented. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

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

Councilmember A'Hearn made a motion to approve the March 7, 2023 minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Ordinance No. 4713.07. No one spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 4713.07 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted "aye."

**Ordinance No. 4713.07**

**To amend Ordinance No. 4713, the City of Morristown, Tennessee annual budget for fiscal year 2022-2023 necessary to appropriate additional funds in relation to a donation, the issuance of the 2022 General Obligation Bonds for the land expansion at the Morristown-Hamblen County Landfill, a legal settlement, various operational needs, and a grant-funded airport project; and to appropriate and establish the funding source for each appropriation.**

Councilmember Smith made a motion to approve Ordinance No. 4738 on its first reading and schedule a public hearing relative to final passage of said ordinance for April 4, 2023. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 4738**

**Entitled an Ordinance to Annex certain territory and to incorporate same within the corporate boundaries of the city of**



**Morristown, Tennessee. Annexation of property currently located along either side of Morelock Road, having been assigned Hamblen County Parcel ID # 025 15900 000.**

Councilmember Senter made a motion to approve Ordinance No. 4739 on its first reading and schedule a public hearing relative to final passage of said ordinance for April 4, 2023. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 4739**

**Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Lots 1-12, Block 7 and Lots 1-12, Block 8 as shown on the Map (plat B, page 55) of the Hoyt Addition belonging to W.E. Hodges and Geo. O. Barnard, recorded in Hamblen County from LI (Light Industrial) to R-2 (Medium Density) East 13<sup>th</sup> North Street and Macarthur Streets.**

Councilmember Bivens made a motion to approve Ordinance No. 4740 on its first reading and schedule a public hearing relative to final passage of said ordinance for April 4, 2023. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 4740**

**Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 032041 01005 from LI (Light Industrial District) to HI (Heavy Industrial District), S. Sugar Hollow Road.**

Councilmember Smith made a motion to approve Ordinance No. 4741 on its first reading and schedule a public hearing relative to final passage of said ordinance for April 4, 2023. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 4741**

**Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 032034 02204 from IB (Intermediate Business) to R-3 (High Density Residential District) Thompson Creek Road.**

Councilmember A'Hearn made a motion to approve Ordinance No. 4742 on its first reading and schedule a public hearing relative to final passage of said ordinance for April 4, 2023. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 4742**

**Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 13 (Property Maintenance Regulations), of the Morristown Municipal Code.**

Councilmember Bivens made a motion to approve Addendum #3 to the lease for the Employee Health Clinic office space located at 1748 West Andrew Johnson Hwy, Morristown, TN to extend the current lease from November 1, 2023 to December 31, 2024 at the current monthly rent of \$1,650. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the contract between Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) and WSP USA, Inc. for the Public Transportation Transit Center Study for ETHRA/Lakeway Transit. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Inspection and Maintenance Agreement (I&M) with Merchants Greene Partners for property described as Merchants Greene Phase 2, Map 040, parcel 30.03, Morristown, Tennessee. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve Task Order No. 4 for Mattern & Craig with a base amount of \$61,030 to perform civil engineering services relative to site construction plans for the construction of a new Fire Station No. 3 and training facility. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve Right-of-Way acquisitions with Jeffrey and Peggy Wisecarver for the Thompson Creek Road Project Phase 2, Tracts 6 and 8 in an amount of \$165,650.00. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the photography contract with Lori Horner for Parks and Recreation Department sporting events. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Mayor Gary Chesney adjourned the March 21, 2023, Morristown City Council meeting at 5:40 p.m.

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Mayor

Attest:

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City Administrator

## **PLAN OF SERVICES**

### **RESOLUTION NO. 2023-03**

#### **RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTY LOCATED OFF OF MORELOCK ROAD, HAMBLLEN COUNTY PARCEL ID # 025 15900 000.**

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF APPROXIMATELY 12.1 ACRES LOCATED OFF OF MORELOCK ROAD WITHIN HAMBLLEN COUNTY TENNESSEE,

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:

Property identified as Hamblen County Parcel ID # 025 15900 000, located along the east and west side right-of-way lines of Morelock Road, the general location being shown on the attached exhibit A;

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

#### **Police Protection**

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

#### **Fire Protection**

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

#### **Water Service**

Russellville-Whitesburg Utility District will extend service to properties within its jurisdiction in accordance with the regulations and extension policies of the Russellville-Whitesburg Utility District.

#### **Sanitary Sewer Service**

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

#### **Electrical Service**

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



### **Refuse Collection**

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

### **Streets**

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

### **Inspection Services**

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

### **Planning and Zoning**

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

### **Street Lighting**

Street lights will be installed in accordance to City policies.

### **Recreation**

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

### **Miscellaneous**

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

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

Passed on this 4th day of April, 2023.

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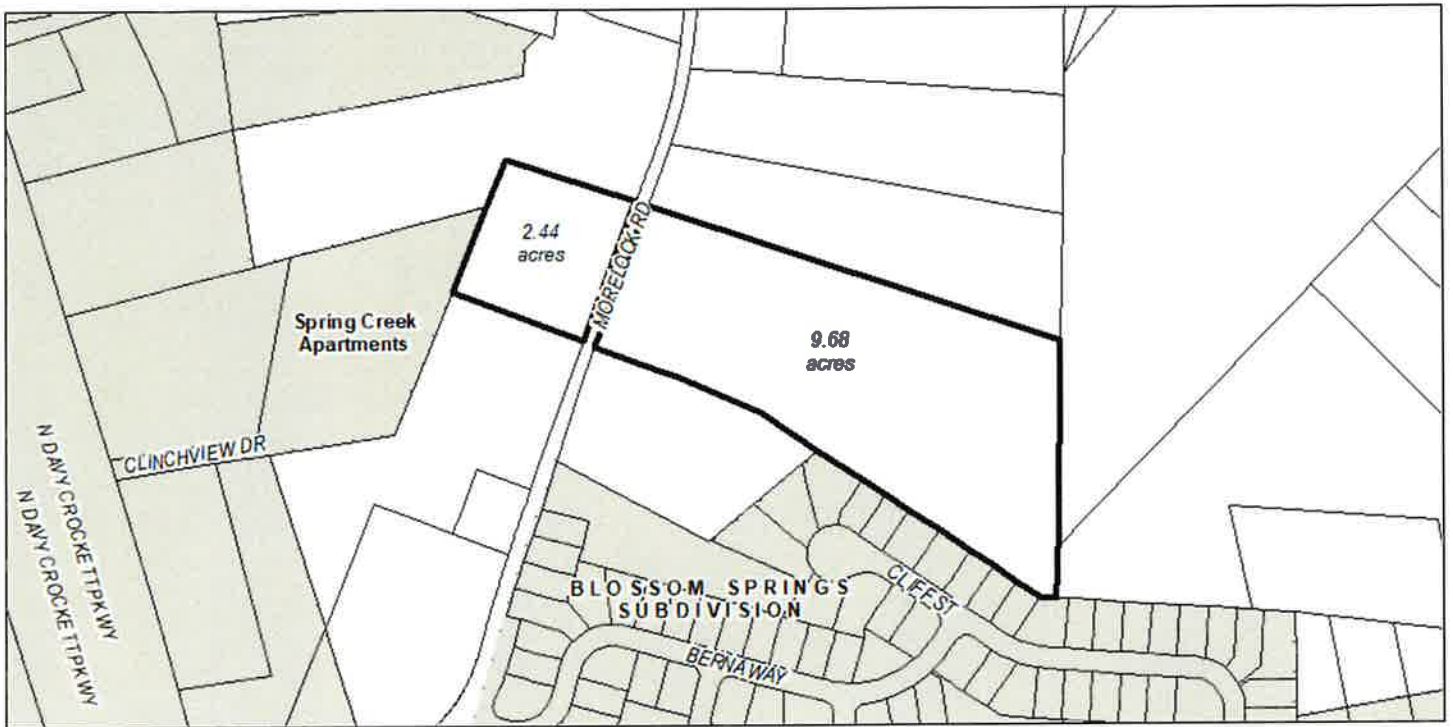
Mayor

ATTEST:

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City Administrator

Exhibit A:



# The City of Morristown

## Community Development & Planning



TO: Morristown City Council  
FROM: Lori Matthews  
DATE: March 21st, 2023  
REQUEST: Annexation Request

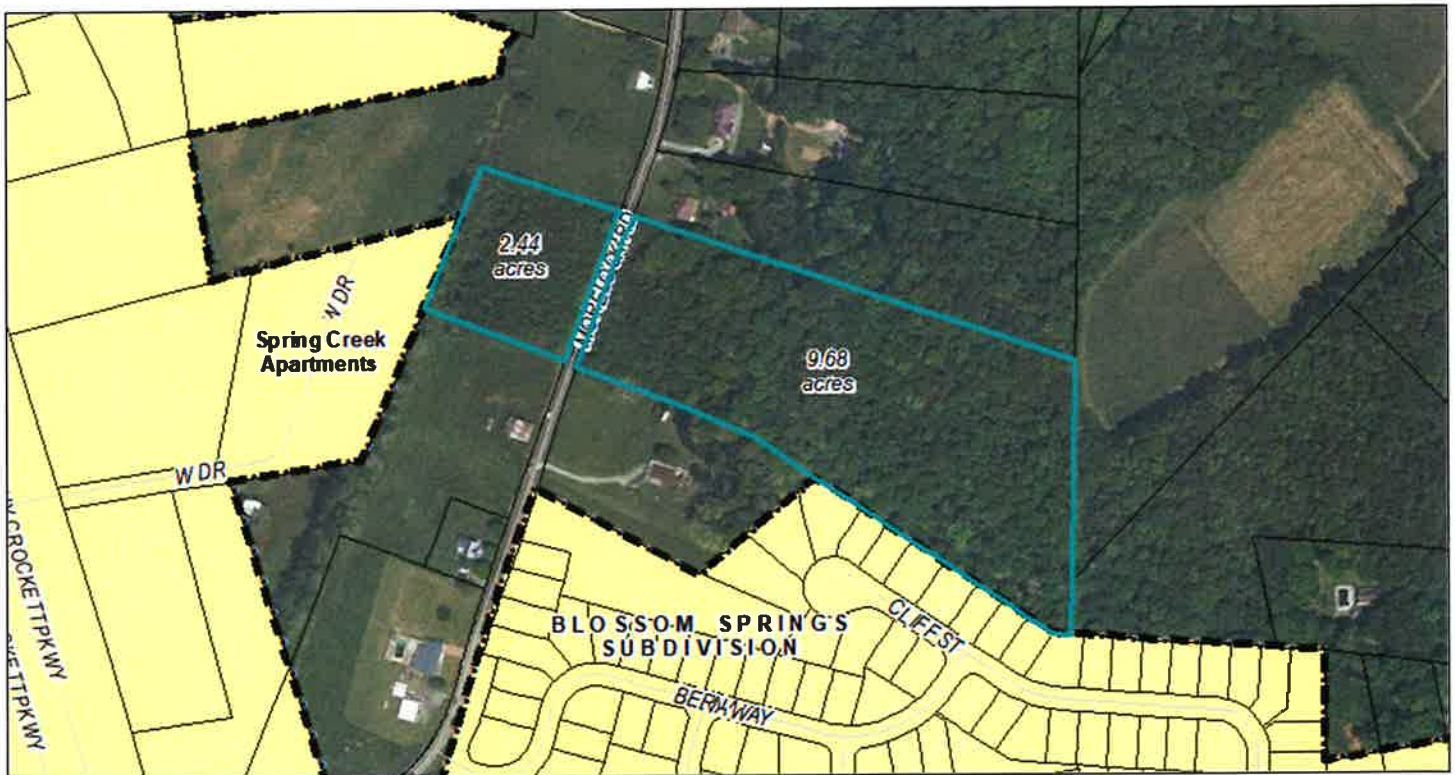
Property owner Benjamin Jarnigan is requesting his property, located along both sides of Morelock Road, in the City's Urban Growth Boundary Area, be annexed into the Morristown corporate limits. The parcel is 13 acres in size and consists of 2 lots, split by Morelock Road. Morelock Road will not be a part of this request as by doing so, would create an "annexation doughnut hole" which means pockets of unincorporated land surrounded by incorporated land.

The subject site adjoins Spring Creek Apartments to the west and Blossom Springs Subdivision to the northeast. Mr. Jarnigan is asking to bring the property into the City with an R-2 (Medium Density Residential) zoning designation, which would allow for the construction of housing.

Morristown Utilities will be the service provider for the sanitary sewer and electricity; Russellville-Whitesburg will be the service provider for water.

### **RECOMMENDATION:**

As the request area is within the City's Urban Growth Boundary; and it is contiguous to current City limits; and the annexation of said property will not include Morelock Road, Staff is in favor of the annexation. The Planning Commission voted to forward the request and the Plan of Services on to City Council for approval.



ORDINANCE NO. 4738

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

*Annexation of property currently located along either side of Morelock Road, having been assigned Hamblen County Parcel ID # 025 15900 000, the general location being shown of the attached exhibit A;*

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

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

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

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

*Being a 13.36 acre tract, having Hamblen County Tax ID # 025 15900 000, located along both sides of Morelock Road in Hamblen County Tennessee and the location being shown on Exhibit A;*

(2) Medium Density Residential District (R2) zoning shall be applied upon adoption of the annexation area.

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

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

Passed on first reading the 21st day of March 2023.

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Mayor

ATTEST:

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City Administrator

Passed on second and final reading the 4th day of April 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

Exhibit A:





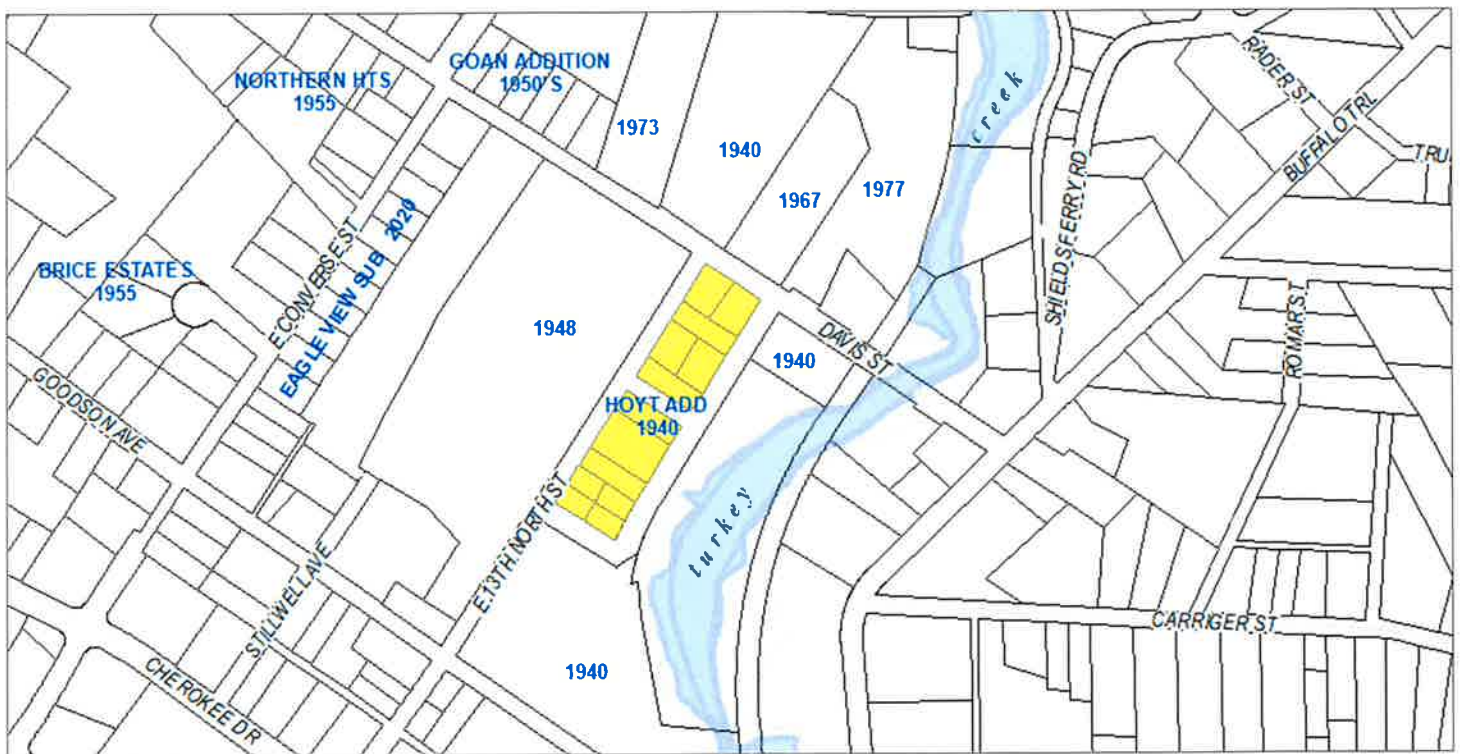
## Community Development & Planning



TO: Morristown City Council  
FROM: Lori Matthews  
DATE: March 21st, 2023  
REQUEST: City Initiated Rezoning of Properties between East 13<sup>th</sup> North Street and Macarthur Streets

The Morristown Planning Department has received requests to rezone properties located between East 13<sup>th</sup> North Street and Macarthur Street, from LI (Light Industrial) to R-2 (Medium Density Residential). Staff has been communicating with property owners within this same neighborhood over the past year, asking them to request this very action, in an attempt to correct the zoning.

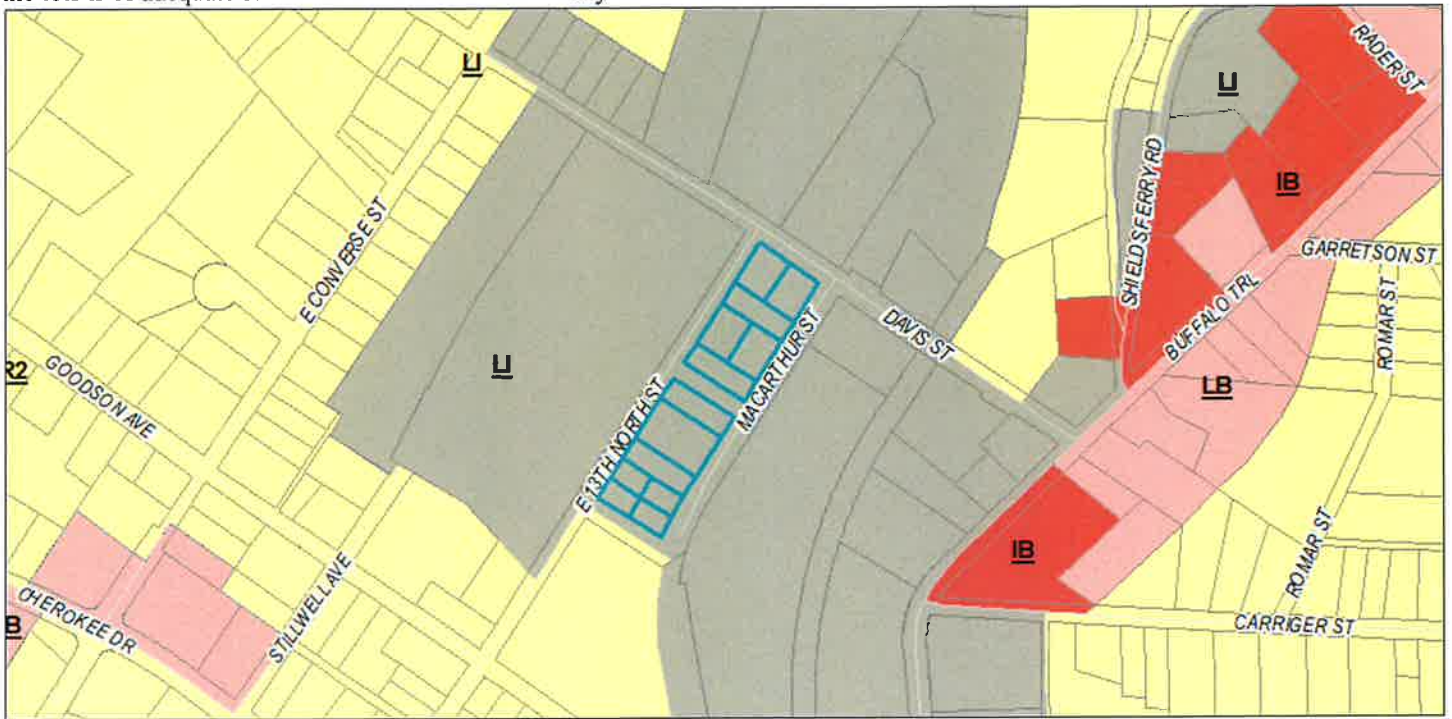
The boundary of the request area includes those lots between East 13<sup>th</sup> North Street (to the north), Macarthur Street (to the south) and Davis Street (to the northeast), all shown in yellow below. The subject area, roughly 2.3 acres in size, contains thirteen lots and eight single family residential houses. Of the thirteen lots, only four are owner-occupied. Also included is a portion of right-of-way which was once part of Clinch Avenue.



Subject Area and Surrounding Dates of Construction/Development

The lots, created as part of the Hoyt Addition subdivision in 1940, appear to have been platted with single family homes in mind, as the majority of lots at that time were 50 feet by 150 feet (7,500 square feet). However, the City of Morristown adopted its first Zoning Ordinance and Map in 1948, which shows a portion of the Hoyt Addition zoned as Light Industrial (LI). Strangely enough, after researching some building dates within the area, the (former) Team Technologies building which adjoins the subject properties to the north, was built in 1948. Coincidental or not, the industrial zoning boundary has remained virtually unchanged in this area since 1948.

Also over time, owners have divided some of these properties into smaller lots, some only 3,700 square feet in size. Staff feels none of the lots is of adequate size in which to accommodate any industrial land use.



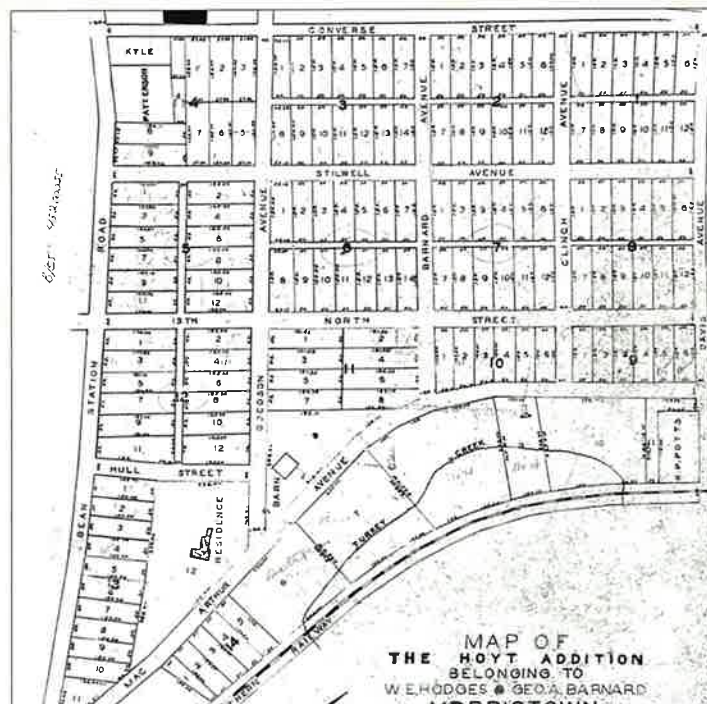
#### Current Zoning Map

The primary reason behind the City initiated rezoning is to save the existing housing units within this area. Property zoned as Light Industrial does not allow housing; therefore, should any of the housing units fall into disarray or be vacated, the property would not be allowed to continue the residential use, but would instead be required to be used for industry/manufacturing uses. Rezoning these properties to R-2 would allow the existing residences to stay, and more be built in the future.

#### **STAFF RECOMMENDATION:**

Staff is in support of this rezoning; the Planning Commission voted unanimously to forward the request on to City Council for approval.

#### Original Neighborhood Plat (circa 1940)



ORDINANCE NO. 4739

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

*{Rezoning of Lots 1-12, Block 7 and Lots 1-12, Block 8 as shown on the Map (plat B, page 55) of the Hoyt Addition belonging to W.E. Hodges and Geo. O. Barnard, recorded in Hamblen County and, the general location being shown on the attached exhibit A.}*

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from Light Industrial (LI) to R-2 (Medium Density Residential),

*Lots 1-12, Block 7 and Lots 1-12, Block 8 as shown on the Map (plat B, page 55) of the Hoyt Addition belonging to W.E. Hodges and Geo. O. Barnard, recorded in Hamblen County and, the general location being shown on the attached exhibit A*

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used for Medium Density Residential District (R-2) uses exclusively.

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

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

Passed on first reading the 21st day of March 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

Passed on second and final reading the 4th day of April 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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



Exhibit A



# The City of Morristown

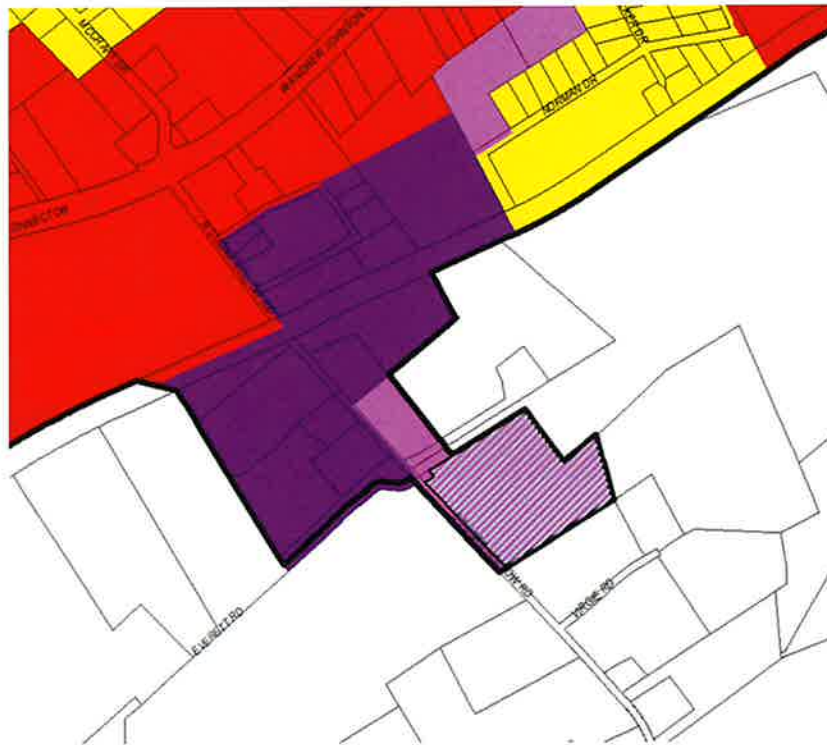
## Community Development & Planning



TO: Morristown City Council  
FROM: Josh Cole, Planner  
DATE: March 21<sup>st</sup>, 2023  
SUBJECT: Rezoning Request from LI to HI  
S. Sugar Hollow Road

### **BACKGROUND:**

Staff has received a request from the applicant, Joe Parrott, on behalf of the property owner, Rock Solid Poured Concrete, to rezone property located at on S. Sugar Hollow from LI (Light Industrial District) to HI (Heavy Industrial District). Per discussion with the applicant, the owner is seeking to use this property for a concrete plant.



This properties to the north and south are zoned Light Industrial, the property to the west is outside of the City limits but is zoned Hamblen County's Industrial District (I-1), and it has Heavy Industrial just to the northwest of this property.

### **RECOMMENDATION:**

This property has similar zoning and land uses nearby. Thus, staff recommends the rezoning to HI and Planning Commission voted in support of this request at their March meeting.



ORDINANCE NO. 4740

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

*{Rezoning of Hamblen County Tennessee Tax Parcel ID # 032041 01005 from LI (Light Industrial District) to HI (Heavy Industrial District), the general location being shown on the attached exhibit A.}*

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned IB (Intermediate Business District) to R-3 (High Density Residential District),

*BEGINNING at an iron rod in the northern margin of the right of way of Sugar Hollow Road thence with the margin of said right of way, North 43 deg. 32 min. 37 sec. West 469.94 feet to an iron rod; thence leaving said right of way, North 57 deg. 59 min. 55 sec. East 24.59 feet to a pipe; thence North 33 deg. 59 min. 55 sec. West 33.51 to an iron rod; thence North 57 deg. 59 min. 55 sec. East 452.09 feet to an iron rod; thence South 37 deg. 01 min. 29 sec. East 259.65 feet to an iron rod; thence North 51 deg. 18 min. 06 sec. East 176.22 feet to an iron rod; thence South 15 deg. 42 min. 40 sec. East 263.45 feet to a rock; thence South 57 deg. 39 min 49 sec. West 505.55 to the point of BEGINNING.*

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

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

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

Passed on first reading the 21st day of March 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

Passed on second and final reading the 4th day of April 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

Exhibit A:



# The City of Morristown

## Community Development & Planning

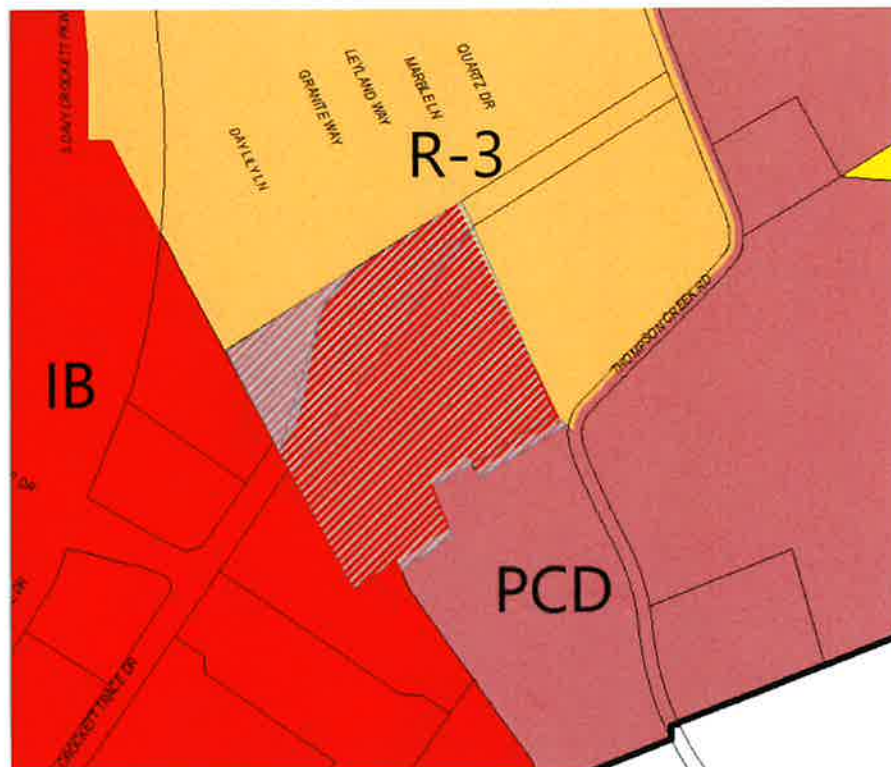


TO: Morristown City Council  
FROM: Josh Cole, Senior Planner  
DATE: November 15<sup>th</sup>, 2022  
SUBJECT: Rezoning Request from PCD to R-2  
Thompson Creek Road

### **BACKGROUND:**

Staff has received a request from the property owner, Thompson Creek Road Storage, to rezone property located on Thompson Creek Road from IB (Intermediate Business District) to R-3 (High Density Residential District). The applicant originally had this property rezoned from PCD (Planned Commercial District) to IB as they sought to use it for self-storage; however, they are now seeking to use this and the adjoining property to the east for the Universal at Thompson Creek Phase 2.

This property is 5.45 acres in size and is currently vacant. The property to the north contains the first phase of the Universal at Thompson Creek consisting of 300 multifamily units and zoned R3, the property to the east is vacant and is zoned R-3 (High Density Residential District), the property to south is vacant and zoned PCD, and the properties to the west are zoned Intermediate Business containing commercial developments.

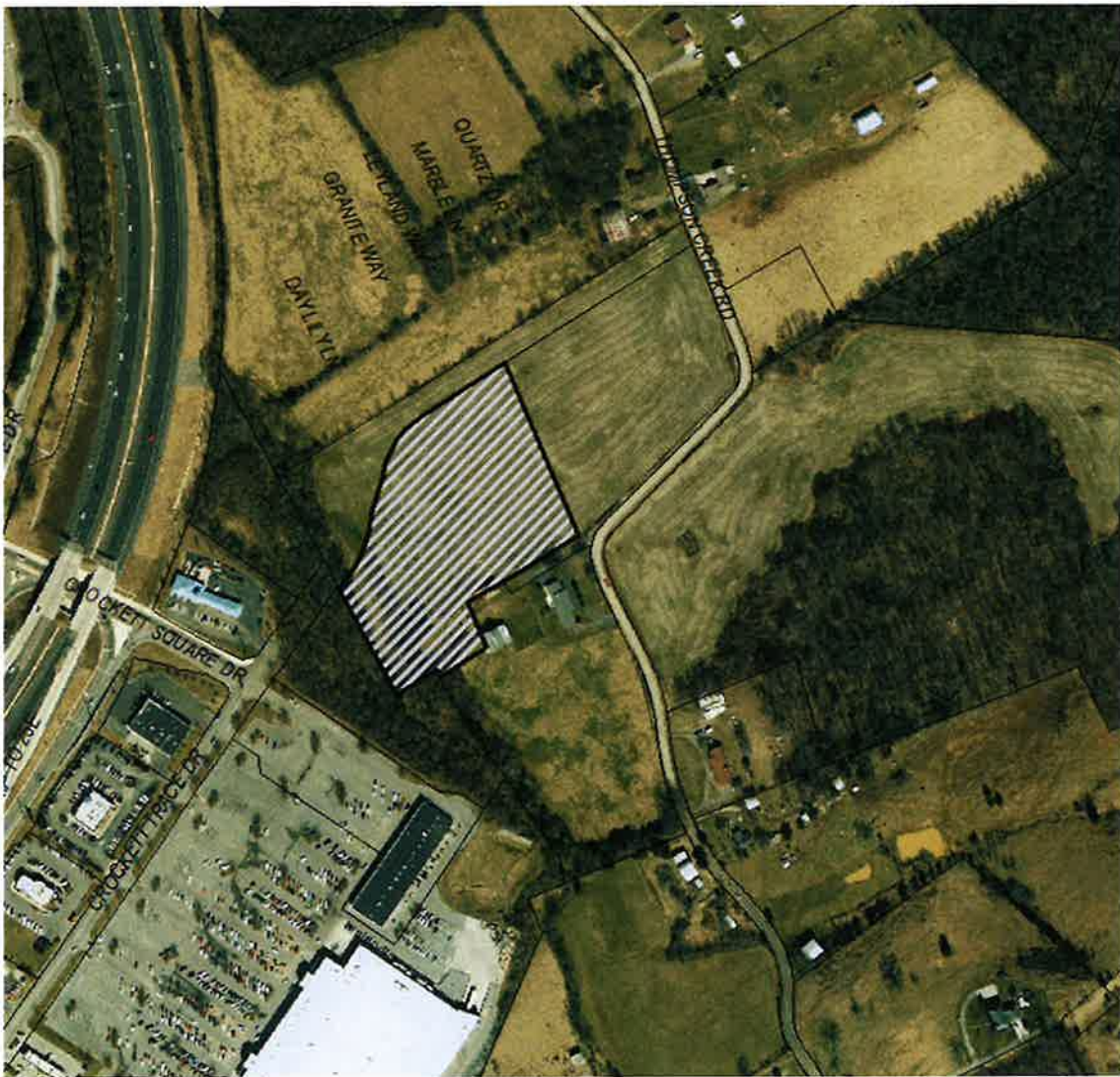




Based on the concept plan, the applicant is proposing 171 multi-family units on 10.48 acres which is 16.3 units per acre and under the maximum of 20 units that is permissible in this district. It should be noted that prior to any development on this site, the applicant must submit a site plan that meets all applicable city requirements.

**RECOMMENDATION:**

Thompson Creek Road not seen the commercial growth that was one proposed; however, due to the ongoing road improvements, the nearby commercial properties, Walter's State Community College, and Frank Lorino park, this road is prime for continued residential growth. Thus, staff recommends the rezoning to R-3 and Planning Commission voted in support of this request at their March 14 meeting.



ORDINANCE NO. 4741

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

*{Rezoning of Hamblen County Tennessee Tax Parcel ID # 032034 02204 from IB (Intermediate Business) to R-3 (High Density Residential District), the general location being shown on the attached exhibit A.}*

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned IB (Intermediate Business District) to R-3 (High Density Residential District),

*BEGINNING at the point of intersection of Parcel 022.00 of Hamblen County Tax Map 034, Parcel 022.04 of Hamblen County Tax Map 034, and 021.11 of Hamblen County Tax Map 034 and heading in a northerly direction along the boundary line to the point of intersection of Parcel 021.00 of Hamblen County Tax Map 034 and Parcel 022.00 of Hamblen County Tax Map 034; Thence in an easterly direction along the boundary line to the point of intersection Parcel 022.03 of Hamblen County Tax Map 034, Parcel 021.00 of Hamblen County Tax Map 034, and Parcel 022.00 of Hamblen County Tax Map 034; Thence in a southerly direction along the boundary line to the point of intersection of Parcel 022.03 Hamblen County Tax Map 034; Parcel 022.04 of Hamblen County Tax Map 034, and Parcel 022.00 of Hamblen County Tax Map 034; Thence following the common boundary shared by Parcel 022.00 of Hamblen County Tax Map 034 and Parcel 022.04 of Hamblen County Tax Map 034 to the point of BEGINNING.*

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used for High Density Residential District (R-3) uses exclusively.

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

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

Passed on first reading the 21st day of March 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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



Passed on second and final reading the 4th day of April 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

Exhibit A:



# The City of Morristown

## Community Development & Planning



TO: Morristown City Council  
FROM: Steve Neilson, Development Director  
DATE: March 21, 2023  
REQUEST: Title 13- Property Maintenance Regulations

The proposed amendments to the Property Maintenance Regulations were presented to the City Council at its February 21<sup>st</sup> Work Session. It includes new definitions of “Junked Yards” and “Recreational Vehicle.” These are terms listed in the Code but were not defined.

***Junked yard*** shall mean a yard (front, back or side), tract, parcel or lot within the corporate limits which has debris, litter, garbage (bagged, including food products), household items (such as refrigerators or other appliances, furniture, upholstery, cabinets, bathroom or kitchen fixtures, etc.), paper products, chemicals/ chemical containers, construction materials (such as wood, boards, dry wall, pipes, brick, etc.), auto parts (such as tires on or off rims, mufflers, doors etc.), cloth or clothing strewn about or piled whether in a yard, carport, deck or porch area. Items covered with a tarp shall not be adequate for compliance.

***Recreational Vehicle*** is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled;
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

The proposed amendments also clarify enforcement of junk cars and nuisance properties and the associated processes to remove junk cars if necessary and to apply liens to properties the City contractor remedied.

Further, the ordinance change provides alignment with the recent creation of the Property Maintenance Board of Appeals as the body to which violators may appeal.

### **RECOMMENDATION:**

Staff recommends approval of the proposed text amendment.

## TITLE 13 - PROPERTY MAINTENANCE REGULATIONS<sup>[1]</sup>

### Footnotes:

--- (1) ---

**Cross reference**— Toilet facilities in beer places, § 8-213(12); animal control, title 10; littering streets, etc., § 16-107; wastewater treatment, title 18, ch. 2.

**Charter reference**— Contagious disease control, § 5(4); general health, nuisances, etc., § 5(6); inspection of food and drink, § 5(18); inspection of lard, butter, etc., regulation of vending of meats and vegetables, § 5(19); sewer connections; authority to prohibit cesspools, privies, etc., § 5(27); milk and dairy products, § 5(28).

## CHAPTER 1 - GENERAL PROPERTY MAINTENANCE<sup>[2]</sup>

### Footnotes:

--- (2) ---

**Editor's note**— Ord. No. 3528, adopted November 3, 2015, repealed the former chapter 1, §§ 13-101—13-109, and enacted a new chapter 1 as set out herein. The former chapter 1 pertained to miscellaneous and derived from 1979 Code, §§ 8-101, 8-104, 8-106, 8-107, 8-109—8-113; Ord. No. 2612, 12-1990; Ord. No. 3429, 11-2011.

**Charter reference**— Contagious disease control: § 5(4). General health, nuisances, etc.: § 5(6). Inspection of food and drink: § 5(18). Inspection of lard, butter, etc.; regulation of vending of meats and vegetables: § 5(19). Milk and dairy products: § 5(28). Sewer connections; authority to prohibit cesspools, privies, etc.: § 5(27).

**Cross reference**— Animal control: title 10. Littering streets, etc.: § 16-107. Toilet facilities in beer places: § 8-213(12). Wastewater treatment: title 18, chapter 2.

### Sec. 13-101. - Health officer and codes enforcement officer.

The "health officer" and "codes enforcement officer" shall be such city, county, or state officer(s) as designated by the city administrator **shall appoint or designate** to administer and enforce health and sanitation regulations and/or municipal code sections within the city. These officers are designated as special police officers pursuant to T.C.A. § 7-63-101, et seq., by the city administrator and/or city council and specifically **has have** the authority to issue citations in lieu of arrest for violations of this title.

( Ord. No. 3528 , 11-3-2015; Ord. No. 3644 , 10-1-2019)

### Sec. 13-102. - Smoke, soot, cinder, etc.

It shall be unlawful for any person to permit or cause the escape of such quantities of dense smoke, soot, cinders, noxious acids, fumes, dust, or gases as to be detrimental to or to endanger the health, comfort, and safety of the public or so as to cause or have a tendency to cause injury or damage to property or business.

( Ord. No. 3528, 11-3-2015 )

### Sec. 13-103. - Stagnant water.

It shall be unlawful for any person knowingly to allow any pool of stagnant water to accumulate and stand on his property without treating it so as effectively to prevent the breeding of mosquitoes.

( Ord. No. 3528, 11-3-2015 )

Sec. 13-104. - Weeds and grass.

It is unlawful for the owner, lienholder, occupant or any person or persons, agent, firm, corporation, other legal entity, lessee, or agent having control or management of any real property within the city to permit, allow or maintain grass, weeds or uncultivated vegetation exceeding a height of 12 inches or more above the ground and such a condition is hereby declared to be a public nuisance. It is a duty to cut or remove grass, weeds or uncultivated vegetation from the real property including up to and along the traveled portion of the street or public right-of-way. It shall be unlawful for any person to fail to comply with an order by the city codes enforcement or health officer to cut or remove such vegetation. (Referenced and adopted from The International Property Maintenance Code, 2012 Edition, published by the International Code Council, Inc.)

( Ord. No. 3528, 11-3-2015 )

Sec. 13-105. - Removal of vegetation and debris from certain lots.

- (a) (1) Real property means any improved land, unimproved land, graveled areas, private roadways, driveways or premises. Owners are required to maintain their property in such a manner as to not endanger the health, safety or welfare of other citizens, or creates such conditions where such growth provides a harbor for rats, mosquitoes or other vermin **whether the vegetation/ debris is in public view or not.**
- (2) Grass, weeds and uncultivated vegetation means and includes all weeds, grasses, plants, bushes, vines, poison oak, poison ivy and other vegetation not cultivated, whether living or dead, except vegetation for the purpose of conservation or preventing erosion, trees, ornamental shrubbery, ornamental grass, flowers, garden vegetables or other plants or vegetables customarily planted and/or cultivated by farmers or gardeners.
- (3) Notwithstanding any other requirements and conditions set out in this section, no owner, lienholder, occupant or any person or persons, agent, firm, corporation, other legal entity, lessee or agent having control or management of any land or premises shall allow or permit any plant growth of any sort to remain in such a manner as to render the streets, alleys, sidewalks or public ways adjoining said land or premises unsafe for public travel or in any manner so as to impede pedestrian or vehicular traffic upon any public street, alley, sidewalk or public way.
- (b) (1) Upon failure of any owner of property within the city to cut, have cut or remove such growth of grass, weeds and uncultivated vegetation or to remove or have removed such accumulations of debris, trash, litter, garbage, refuse or other materials as described herein, it shall be the duty of the codes enforcement officer, or such other persons as are designated, to serve notice on the owner, lessee, occupant or person having control of such real property, ordering the person to remedy the condition within ten days, including weekends, of the service of such notice; provided, however, that, if the person who is the owner of record of the property is a carrier engaged in the transportation of property or is a utility transmitting communications, electricity, gas, liquids, steam, sewage or other materials, then the notice required under this section shall allow such owner of record 20 days, excluding Saturdays, Sundays and legal holidays, to comply with the order. Such notice may be served by any one or more of the following methods:
  - a. Personally delivering the notice to the owner, lessee, occupant or person having control of such real property;
  - b. Mailing the notice to the last known address of such owner, lessee, occupant or person having control of such property by first class, United States mail; or



- c. Posting the notice on the property on which such conditions described exist.
- (2) Service of notice by any of the methods set out in subsection (b)(1) of this section shall be due notice within the meaning of this article; provided, however, that no owner out of possession shall be liable to the penalty imposed of this code unless there shall be personal service of such notice upon him or such notice mailed to him by first class, United States mail as provided in this section.
- (3) For purposes of this section, service of notice shall occur:
  - a. If notice is personally delivered to the owner, lessee, occupant or person having control of such property, on the date such delivery is made;
  - b. If notice is mailed to the last known address of the owner, lessee, occupant or person having control of such property, three days after the notice is deposited in the mail, properly addressed and with sufficient postage to carry it to its destination; or
  - c. If notice is posted on the property, on the date the notice is posted.
- (4) The notice required under this section shall state that the owner, lessee, occupant or other person having control of such property is entitled to a hearing. The notice shall be written in plain language and shall also include but not be limited to the following elements:
  - a. A brief statement of this article, which shall contain the consequences of failing to remedy the noted condition;
  - b. The person, office, address and telephone number of the department or person giving notice;
  - c. A place wherein the notified party may return a copy of the notice, indicating the desire for a hearing. Failure to make the request within the time specified in this article shall, without exception, constitute a waiver of the right to a hearing.
- (c) *Appeals.* Any owner, lessee, occupant or person having control of property aggrieved by the determination and order of an officer under this article may appeal therefrom to the ~~city administrator, or such other person as is designated,~~ **Property Maintenance Board of Appeals** within ten days from the date of service of the notice; provided, however, that if the owner of record of any such aggrieved property is a carrier engaged in the transportation of property or is a utility transmitting communications, electricity, gas, liquids, steam, sewage or other materials such appeal may be taken within 20 days from the date of the service of the notice. Such appeal shall be taken by filing with the ~~administrator~~ **Property Maintenance Board of Appeals** a notice of appeal stating in brief and concise form the grounds therefor. The ~~administrator~~ **Property Maintenance Board of Appeals** shall hear and determine such appeal as promptly as practicable, but within ~~ten~~ **twenty** calendar days of the filing of the appeal, except upon written application for an extension of time by the appellant, who shall recite reasons satisfactory to the ~~administrator~~ **Property Maintenance Board of Appeals** before such extension may be granted. The ~~administrator~~ **Property Maintenance Board of Appeals** shall have the power to affirm, reverse or modify the order of the officer. The ~~administrator's~~ **Property Maintenance Board of Appeals** decision, together with the reasons therefor, shall be in writing and maintained as a public record. An owner, lessee, occupant or person having control of the property who fails, refuses or neglects to comply with the order of the officer, as modified by the ~~administrator~~ **Property Maintenance Board of Appeals**, shall be in violation of the provisions of this article. Appeal from the decision of the ~~administrator~~ **Property Maintenance Board of Appeals** shall be provided by law in cases or certiorari.
- (d) (1) If the owner or such other person described in section 13-104 shall fail to remedy such conditions within the time prescribed in that section, unless an appeal is made, the codes enforcement officer shall take such action as is necessary to remedy the conditions and abate the nuisance **and certify the cost to the city tax collector, who shall place the cost per section 13-105 (e) upon the tax rolls as a lien upon the affected property, which cost shall then be collected in the same manner as the city taxes are collected. the total cost to be billed to the owner.** Upon failure of the owner to remit to the director of finance the amount of such ~~charge cost~~ within 60 days from the date of such notice, **a ten percent penalty and filing fees for the lien shall be added and the total amount of the bill and the penalty shall be certified to the director of finance by the codes enforcement**



~~officer and the lien shall be recorded in the office of the register of deeds for the county in the same manner as other liens are required to be filed and shall constitute a lien upon the property for which the expenditure is made.~~

~~(2) The city codes enforcement officer shall:~~

- ~~a. Certify the cost to the city tax collector, who shall place the cost upon the tax rolls as a lien upon the affected property, which cost shall then be collected in the same manner as the city taxes are collected; and~~
- ~~b. Note the lien in favor of the city and against the affected property by filing a lien against the property in the office of the register of deeds for the county in the same manner as other liens are required to be filed.~~

~~(3)~~ (2) The lien granted by this section may be enforced at the same time and in the same manner as delinquent property taxes are collected and shall be subject to the same penalty and interest as delinquent property taxes.

~~(4)~~ (3) No collection of costs may proceed against the owner of an owner-occupied residential property, including the filing of the liens referenced in subsection (d)(2), until cumulative charges for remediation equal or exceed \$500.00.

~~(5)~~ (4) In addition to the foregoing provisions, any person violating any of the provisions of this chapter shall be liable for a civil penalty pursuant to title 3, section 3-109 and 3-110 of the Morristown Municipal Code.

~~(6)~~ (5) a. The lien granted by this section shall be extinguished upon the payment to the city of all amounts owing hereunder, upon a finding that the lien was placed in error, or by operation of law.

b. The lien granted by this section may also be forgiven and released by agreement of the city administrator and the city attorney for extraordinary cause, including but not limited to the following reasons:

1. Upon a showing, by a prospective purchaser for value or prospective transferee of a lot encumbered by a lien or liens granted by this section, that the aggregate value of such liens against a lot exceeds the appraised value of the lot and that the purchaser or transferee will purchase or accept the lot if the liens are forgiven or reduced; or
2. Upon a showing by a prospective purchaser for value or prospective transferee of a lot encumbered by a lien or liens granted by this section that the purchaser or transferee has a reasonable plan to redevelop the lot supportive of and compatible with existing neighborhood design. In such case, the purchaser or transferee shall provide a written physical and financial plan including a project budget and schedule for redevelopment to the city administrator and the city attorney. This plan shall show that lien forgiveness or reduction is necessary to the redevelopment plan, and shall show that the lot will be transferred to the purchaser or transferee if the liens are forgiven or reduced.

~~(7)~~ (6) Forgiveness and release of such liens shall be at the sole discretion of the city administrator and the city attorney. It shall be the burden of any person seeking the forgiveness and release of any such liens to prove to the satisfaction of the city administrator and the city attorney that the conditions of subsections (d)(6)a. or (d)(6)b. exist.

(e) *Service fee for lot mowing.*

(1) Payment rates for said services shall be \$250.00 per hour with a minimum payment of \$125.00.

(2) Mowing services shall be charged in 30-minute time periods, with any portion of a period charged as a full 30 minutes.

(f) *Exceptions.* Notwithstanding the requirements set forth in this article, the following shall be exempt from the provisions of this article:

- (1) Undeveloped wooded areas where tree growth is in excess of ten feet in height.
- (2) All government-owned land or premises, and street rights-of-way.
- (3) Streambeds or banks.
- (4) Heavily wooded parcels of land or premises that are densely wooded with trees, shrubs and overgrowth where equipment cannot maneuver due to the density of the area.
- (5) Slopes covered with vegetation as recommended by the state agricultural extension service for the purpose of conservation or preventing erosion.
- (6) Portion of land or premises, excluding the curtilage of any dwelling located thereon, that, due to steepness of terrain, rock or rock outcroppings, marshes or wetlands, cannot be mowed using wheeled, motorized equipment, unless such vegetative growth is an immediate threat to the health or safety of life or property.
- (7) Land or premises zoned for agricultural use or that is actively and legitimately used for agricultural purposes, such as, but not limited to, mowing hay, pasture, gardens or field crops.
- (8) Periods of active construction and/or demolition, which is defined as the time when the land disturbance and/or demolition permit is issued and for a period of six months thereafter. If the construction is still in active development after the initial six-month period, the developer can request an extension for an additional six months by contacting the city administrator or his designee.
- (9) Public and private country clubs and golf courses.

( [Ord. No. 3528, 11-3-2015](#) ; [Ord. No. 3569, 10-18-2016](#) )

#### Sec. 13-106. - Dead animals.

Any person owning or having possession of any dead animal not intended for use as food shall promptly bury the same or notify the health officer and dispose of such animal in such manner as the health officer shall direct.

( [Ord. No. 3528, 11-3-2015](#) )

#### Sec. 13-107. - Health and sanitation nuisances.

It shall be unlawful for any person to permit any premises owned, occupied, or controlled by him to become or remain in a filthy condition, or permit the use of occupation of same in such a manner as to create noxious or offensive smells and odors in connection therewith, or to allow the accumulation or creation of unwholesome and offensive matter or the breeding of flies, rodents, or other vermin on the premises to the menace of the public health or the annoyance of people residing within the vicinity.

( [Ord. No. 3528, 11-3-2015](#) )

#### Sec. 13-108. - House trailers.

A house trailer is defined as a trailer fitted with accommodations for sleeping, eating, washing, etc., including but not limited to **single-wide** mobile homes, **pull- behind** campers, and **motorized** recreational vehicles, but excluding double-wide manufactured homes. It shall be unlawful for any person to locate and occupy any house trailer or portable building, **storage building, shed or any other detached accessory structure** unless it complies with all plumbing, electrical, sanitary, and building provisions applicable to stationary structures and the proposed location conforms to the zoning provisions of the city and unless a permit therefore shall have been first duly issued by the building official, as provided for in the building code.

Reference city zoning ordinances: Habitation of accessory residential dwelling section 14-214 and mobile homes on individual lots section 14-215.

( [Ord. No. 3528, 11-3-2015](#) )

Sec. 13-109. - Junked yards and automobile graveyards.

- (a) *[Definitions.]* ~~Junked yards are prohibited within the corporate limits of the City of Morristown and it shall be unlawful for an owner or occupant of property within the corporate limits to maintain a junked yard as defined herein.~~ For the purpose of the interpretation and application of this section, the following words and phrases have the indicated meanings:

**Automobile graveyard** means any lot or place which is exposed to the weather and upon which more than five motor vehicles of any kind, incapable of being operated, and which it would not be economically practical to make operative, are placed, located, or found. "Automobile graveyard" or "automobile junkyard" shall not be construed to mean an establishment having facilities for processing iron, steel, or nonferrous scrap and whose principal produce is scrap iron, steel, or nonferrous scrap for sale for re-melting purposes only.

**Junk** shall mean old or scrap copper, brass, rope, rags, batteries, paper, trash, rubber, debris, waste, or junked, dismantled, or wrecked automobiles, or parts thereof, iron, steel, and other old or scrap ferrous or nonferrous metal.

**Junked yard** shall mean a yard (front, back or side), tract, parcel or lot within the corporate limits which has debris, litter, garbage (bagged, including food products), household items (such as refrigerators or other appliances, furniture, upholstery, cabinets, bathroom or kitchen fixtures, etc.), paper products, chemicals/chemical containers, construction materials (such as wood, boards, dry wall, pipes, brick, etc.), auto parts (such as tires on or off rims, mufflers, doors etc.), cloth or clothing strewn about or piled whether in a yard, carport, deck or porch area. Items covered with a tarp shall not be adequate for compliance.

**Junkyard** shall mean an establishment or place of business that is maintained, operated, or used for storing, keeping, buying or selling junk, or for the maintenance or operation of an automobile graveyard. "Junkyard" includes scrap metal processors, car crushing sites, used auto parts yards, yards providing temporary storage of automobile bodies or parts awaiting disposal as a normal part of the business operation, when the business will continually have like materials located on the premises, garbage dumps and sanitary landfills. For purposes of this chapter, a "recycling center" shall not be a "junkyard".

**Person** shall mean any natural person, or any firm, partnership, association, corporation, or other organization of any kind and description.

**Private property** shall include all property that is not public property, regardless of how the property is zoned or used.

**Recreational Vehicle is:**

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled;
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**Recycling center** means an establishment, place of business, facility or building which is maintained, operated, or used for storing, keeping, buying or selling of newspaper, or used food or used beverage containers for the purpose of converting such items into a useable product.

**Residential yard nuisance** shall mean any condition or use of residential yards which is detrimental to the property of others, or which causes or tends to substantially diminish the value of other property in the



neighborhood in which such yards are located. This includes, but is not limited to, the keeping or maintaining or depositing on or scattering over such yards of any of the following:

- (1) Lumber, junk, trash, or debris;
- (2) Abandoned, discarded or unused objects or equipment such as furniture, appliances, cans, tires, or containers;
- (3) Any compost pile which is of such a nature as to spread or harbor disease, emit unpleasant odors or harmful gas, or attract rodents, vermin or other disease-carrying pests, animals or insects, provided that the presence of earthworms in a compost pile shall not constitute a nuisance;
- (4) Garbage and unsanitary matter on premises unless such material is retained in containers, garbage pails or vessels which deny access to flies, insects, rodents and animals. Garbage can only be stored outside in mechanically-handled containers (MHC) provided by the City of Morristown for garbage collection and then only for the purpose of such collection.
- (5) Abandoned wells, cisterns, shafts, basements, excavations, sinkholes, mounds of gravel or earth, junk vehicles, structurally unsound structures or fences, ~~trash, debris or~~ vegetation; and
- (6) Container units or garbage cans that have failed to be maintained in good repair, clean and well painted.
- (7) Or as stated within the city's adopted housing code.

**Right-of-way** shall mean a portion of land dedicated for placement of a street, road, thoroughfare or crosswalk, utilities, drainage facilities, and/or similar uses and designated by means of a right-of-way line or description of boundaries.

**Traveled portion of any public street or highway** shall mean the width of the street from curb to curb, or in cases where there are no curbs, the entire width of the paved portion of the street, or where the street is unpaved, the entire width of the street in which vehicles ordinarily use for travel.

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

- (1) **Vehicle, abandoned** shall mean any motor vehicle whose last registered owner of record has relinquished all further dominion and control, or any vehicle that is wrecked or partially dismantled or inoperable for a period of ten days. There shall be a presumption that the last registered owner thereof has abandoned such vehicle, regardless of whether the physical possession of such vehicle remains in the technical custody or control of such owner, if it has remained inoperable or partially dismantled, or if the owner has relinquished dominion or control of such vehicle, for ten days.
- (2) **Vehicle, junk** shall mean a vehicle of any age that is damaged or defective in any one or combination of any of the following ways that either make the vehicle not immediately operable, or would prohibit the vehicle from being operated in a reasonably safe manner upon the public streets and highways under its own power if self-propelled, or while being towed or pushed, if not self-propelled:
  - a. Flat tires, missing tires, missing wheels, or missing or partially or totally disassembled tires and wheels;
  - b. Missing or partially or totally disassembled essential part or parts of the vehicle's drive train, including, but not limited to, engine, transmission, transaxle, drive shaft, differential, or axle;
  - c. Extensive exterior body damage or missing or partially or totally disassembled essential body parts, including, but not limited to, fenders, doors, engine hood, bumper or bumpers, windshield, or windows;



- d. Missing or partially or totally disassembled essential interior parts, including, but not limited to, driver's seat, steering wheel, instrument panel, clutch, brake, gear shift lever;
- e. Missing or partially or totally disassembled parts essential to the starting or running of the vehicle under its own power, including, but not limited to, starter, generator or alternator, battery, distributor, gas tank, carburetor, or fuel injection system, spark plugs, or radiator;
- f. Interior is a container for metal, glass, paper, rags, or other cloth, wood, auto parts, machinery, waste, or discarded materials in such quantity, quality, and arrangement that a driver cannot be properly seated in the vehicle;
- g. Lying on the ground (upside down, on its side, or at any other extreme angle) sitting on block or suspended in the air by any other method;
- h. General environment in which the vehicle sits, including, but not limited to, vegetation that has grown up around, in or through the vehicle, the collection of pools of water in the vehicle, and the accumulation of other garbage or debris around the vehicle.
- i. Unregistered and in public view (Unregistered to mean not displaying current and valid license tags)

(b) *Violations, civil offense.* It shall be unlawful and a civil offense for any person:

- (1) To park and/or in any manner place and leave unattended on the traveled portion of any public street or highway a junk vehicle for any period of time, even if the owner or operator of the vehicle did not intend to permanently desert or forsake the vehicle.
- (2) To park or in any manner place and leave unattended on the untraveled portion of any street or highway, or upon any other public property, a junk vehicle for more than 48 continuous hours, even if the owner or operator of the vehicle did not intend to permanently desert or forsake the vehicle.
- (3) To establish, operate, or maintain a junkyard and/or an automobile graveyard that does not meet the City of Morristown's zoning requirements, and/or meets the requirements of Tennessee Code Annotated, title 7, chapter 51, and/or title 54, chapter 20, and/or title 55, chapter 16.
- (4) To park, store, keep, and maintain on private property a junk vehicle.
- (5) To create any residential yard nuisance, as defined in this chapter.
- (6) To create or maintain a junked yard, as defined in this chapter.

(c) *Exceptions.*

- (1) It shall be permissible for a person to park, store, keep, and maintain a junked vehicle on private property under the following conditions:
  - a. The junked vehicle is completely enclosed within a building where neither the vehicle nor any part of it is visible from the street or from any abutting property. However, this exception shall not exempt the owner or person in possession of the property from any zoning, building, housing, property maintenance, and other regulations governing the building in which such vehicle is enclosed.
  - b. The junk vehicle is parked or stored on property lawfully zoned for business engaged in wrecking or towing of vehicles. However, this exception shall not exempt the owner or operator of any such business from any other regulations governing business engaged in wrecking or towing vehicles.
    - 1. The outside storage area of abandoned and/or junked vehicles of any business that is engaged in the wrecking or towing of vehicles must be completely screened (opaque) from all adjacent properties and any road right-of-ways (public or private).

2. The screening can be a solid wall that is at least six feet high, or a two-tiered, staggered tree landscaping, or a combination of the tree landscaping and the solid wall.
  3. For any wrecker or towing business (that is within the City of Morristown) that is on the City of Morristown's rotation cycle, must come into compliance with the opaque screening as stated above, within one year of the adoption of this chapter. If a business does not wish to comply with these provisions, then that business shall be removed from the City of Morristown's rotation cycle.
  4. Any new wrecker or towing business shall comply with this chapter and any other applicable zoning ordinances prior to being added to the city's rotation cycle.
- (2) No person shall park, store, keep and maintain on private property a junk vehicle for any period of time if it poses an immediate threat, as determined by the city administrator or his designee, to the health and safety of citizens of the city.
- (d) *Enforcement.*
- (1) Pursuant to Tennessee Code Annotated, title 7, chapter 51, and/or title 54, chapter 20, and/or title 55, chapter 16, the city administrator, or his appointed designee, shall upon the complaint of any citizen, or acting on his own information, investigate complaints of abandoned and/or junked vehicles on private property. The city administrator, or his appointed designee, shall give, or cause to be given, notice to the registered owner of any motor vehicle which is in violation of this chapter, ~~or~~ he shall give such notice to the owner or person in lawful possession or control of the property upon which such motor vehicle is located, advising that such motor vehicle ~~violations~~ ~~violates~~ this chapter and directing that such motor vehicle be moved to a place of lawful storage within ten days. ~~Such notice shall be served upon the owner of the vehicle by leaving a copy of such notice on or within the vehicle. Such notice may be served by any one or more of the following methods:~~
    - a. Personally delivering the notice to the owner, lessee, occupant or person having control of such real property;
    - b. Mailing the notice to the last known address of such owner, lessee, occupant or person having control of such property by first class, United States mail; or
    - c. Posting the notice on the property on which such conditions described exist. Abandoned and/or junk vehicles on publicly owned property may be labeled with an orange 72- hour notice before vehicle may be towed from publicly owned property.
  - ~~(2) Notice to the property owner on whose property such motor vehicle is located may be served by conspicuously posting such notice upon the premises.~~
  - ~~(3)~~ (2) In the case of abandoned and/or junk vehicles on publicly owned property, notice to the property owner by the City of Morristown is not required
- (e) *Failure to remove.* The owner of any abandoned and/or junked vehicle who fails, neglects or refuses to remove such vehicle or to house such vehicle and abate such nuisance in accordance with the notice given pursuant to the provisions of the previous section shall be guilty of a misdemeanor and/or in violation of the city ordinance.
- (f) *Abatement and removal by city.* If the vehicle is not disposed of after the time provided for in the notice, the city administrator or his designee shall ~~may~~ report the location of such vehicle to a wrecker/towing company, designated by rotation, and ~~shall may~~ then remove such vehicle or cause it to be removed to the wrecker/towing service's storage area. At the time that the vehicle is removed by the police department using the wrecker/towing company assigned, a tow-in ticket shall be completed by the person towing such vehicle.
- (g) *Removal and storage.* Abandoned and/or junked vehicles shall be transported from the property where they are found to the assigned wrecker/towing storage area only during daylight hours.

- (h) *Return of vehicle and/or personal property to the owner.* When the vehicle is towed to a towing/wrecker service property, used car dealership/lot, or other private property, and the owner of the vehicle demands for the return of his vehicle, and/or any personal property within the vehicle, then the owner of the vehicle shall pay any fines, storage, and tow-in fees to the owner of the property where the vehicle was towed.
- (i) *Abandoned and/or junked vehicle towed to a towing/wrecker service property.* In cases where an abandoned and/or junked vehicle is towed to a towing and/or wrecker service property and the vehicle has not been claimed, the owner of the service shall follow all state laws that pertain to abandoned vehicles.
- (j) *Penalty for violations.* Any person violating this chapter shall be subject to a civil penalty of \$50.00 and costs for each separate violation of this chapter. Each day the violation of this chapter continues shall be considered a separate violation.
- (k) *[Reference.]* This article is referenced and adopted from The International Property Maintenance Code, 2012 Edition, published by the International Code Council, Inc.



## ORDINANCE NO. 4742

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING TITLE 13 (PROPERTY MAINTENANCE REGULATIONS), OF THE MORRISTOWN MUNICIPAL CODE.

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BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 13 (Property Maintenance Regulations), be replaced in its entirety with the following:

### CHAPTER 1 - GENERAL PROPERTY MAINTENANCE<sup>[2]</sup>

#### Sec. 13-101. - Health officer and codes enforcement officer.

The "health officer" and "codes enforcement officer" shall be such city, county, or state officer(s) as designated by the city administrator to administer and enforce health and sanitation regulations and/or municipal code sections within the city. These officers are designated as special police officers pursuant to T.C.A. § 7-63-101, et seq., by the city administrator and/or city council and specifically have the authority to issue citations in lieu of arrest for violations of this title.

( Ord. No. 3528, 11-3-2015; Ord. No. 3644, 10-1-2019)

#### Sec. 13-102. - Smoke, soot, cinder, etc.

It shall be unlawful for any person to permit or cause the escape of such quantities of dense smoke, soot, cinders, noxious acids, fumes, dust, or gases as to be detrimental to or to endanger the health, comfort, and safety of the public or so as to cause or have a tendency to cause injury or damage to property or business.

( Ord. No. 3528, 11-3-2015 )

#### Sec. 13-103. - Stagnant water.

It shall be unlawful for any person knowingly to allow any pool of stagnant water to accumulate and stand on his property without treating it so as effectively to prevent the breeding of mosquitoes.

( Ord. No. 3528, 11-3-2015 )

#### Sec. 13-104. - Weeds and grass.

It is unlawful for the owner, lienholder, occupant or any person or persons, agent, firm, corporation, other legal entity, lessee, or agent having control or management of any real property within the city to permit, allow or maintain grass, weeds or uncultivated vegetation exceeding a height of 12 inches or more above the ground and such a condition is hereby declared to be a public nuisance. It is a duty to cut or remove grass, weeds or uncultivated vegetation from the real property including up to and along the traveled portion of the street or public right-of-way. It shall be unlawful for any person to fail to comply with an order by the city codes enforcement or health officer to cut or remove such vegetation. (Referenced and adopted from The International Property Maintenance Code, 2012 Edition, published by the International Code Council, Inc.)



**Sec. 13-105. - Removal of vegetation and debris from certain lots.**

- (a) (1) Real property means any improved land, unimproved land, graveled areas, private roadways, driveways or premises. Owners are required to maintain their property in such a manner as to not endanger the health, safety or welfare of other citizens, or create such conditions where such growth provides a harbor for rats, mosquitoes or other vermin whether the vegetation/debris is in public view or not.
- (2) Grass, weeds and uncultivated vegetation means and includes all weeds, grasses, plants, bushes, vines, poison oak, poison ivy and other vegetation not cultivated, whether living or dead, except vegetation for the purpose of conservation or preventing erosion, trees, ornamental shrubbery, ornamental grass, flowers, garden vegetables or other plants or vegetables customarily planted and/or cultivated by farmers or gardeners.
- (3) Notwithstanding any other requirements and conditions set out in this section, no owner, lienholder, occupant or any person or persons, agent, firm, corporation, other legal entity, lessee or agent having control or management of any land or premises shall allow or permit any plant growth of any sort to remain in such a manner as to render the streets, alleys, sidewalks or public ways adjoining said land or premises unsafe for public travel or in any manner so as to impede pedestrian or vehicular traffic upon any public street, alley, sidewalk or public way.
- (b) (1) Upon failure of any owner of property within the city to cut, have cut or remove such growth of grass, weeds and uncultivated vegetation or to remove or have removed such accumulations of debris, trash, litter, garbage, refuse or other materials as described herein, it shall be the duty of the codes enforcement officer, or such other persons as are designated, to serve notice on the owner, lessee, occupant or person having control of such real property, ordering the person to remedy the condition within ten days, including weekends, of the service of such notice; provided, however, that, if the person who is the owner of record of the property is a carrier engaged in the transportation of property or is a utility transmitting communications, electricity, gas, liquids, steam, sewage or other materials, then the notice required under this section shall allow such owner of record 20 days, excluding Saturdays, Sundays and legal holidays, to comply with the order. Such notice may be served by any one or more of the following methods:
- Personally delivering the notice to the owner, lessee, occupant or person having control of such real property;
  - Mailing the notice to the last known address of such owner, lessee, occupant or person having control of such property by first class, United States mail; or
  - Posting the notice on the property on which such conditions described exist.
- (2) Service of notice by any of the methods set out in subsection (b)(1) of this section shall be due notice within the meaning of this article; provided, however, that no owner out of possession shall be liable to the penalty imposed of this code unless there shall be personal service of such notice upon him or such notice mailed to him by first class, United States mail as provided in this section.
- (3) For purposes of this section, service of notice shall occur:
- If notice is personally delivered to the owner, lessee, occupant or person having control of such property, on the date such delivery is made;
  - If notice is mailed to the last known address of the owner, lessee, occupant or person having control of such property, three days after the notice is deposited in the mail, properly addressed and with sufficient postage to carry it to its destination; or
  - If notice is posted on the property, on the date the notice is posted.

- (4) The notice required under this section shall state that the owner, lessee, occupant or other person having control of such property is entitled to a hearing. The notice shall be written in plain language and shall also include but not be limited to the following elements:
  - a. A brief statement of this article, which shall contain the consequences of failing to remedy the noted condition;
  - b. The person, office, address and telephone number of the department or person giving notice;
  - c. A place wherein the notified party may return a copy of the notice, indicating the desire for a hearing. Failure to make the request within the time specified in this article shall, without exception, constitute a waiver of the right to a hearing.
- (c) *Appeals.* Any owner, lessee, occupant or person having control of property aggrieved by the determination and order of an officer under this article may appeal therefrom to the Property Maintenance Board of Appeals within ten days from the date of service of the notice; provided, however, that if the owner of record of any such aggrieved property is a carrier engaged in the transportation of property or is a utility transmitting communications, electricity, gas, liquids, steam, sewage or other materials such appeal may be taken within 20 days from the date of the service of the notice. Such appeal shall be taken by filing with the Property Maintenance Board of Appeals a notice of appeal stating in brief and concise form the grounds therefor. The Property Maintenance Board of Appeals shall hear and determine such appeal as promptly as practicable, but within 20 calendar days of the filing of the appeal, except upon written application for an extension of time by the appellant, who shall recite reasons satisfactory to the Property Maintenance Board of Appeals before such extension may be granted. The Property Maintenance Board of Appeals shall have the power to affirm, reverse or modify the order of the officer. The Property Maintenance Board of Appeals decision, together with the reasons therefor, shall be in writing and maintained as a public record. An owner, lessee, occupant or person having control of the property who fails, refuses or neglects to comply with the order of the officer, as modified by the Property Maintenance Board of Appeals shall be in violation of the provisions of this article. Appeal from the decision of the Property Maintenance Board of Appeals shall be provided by law in cases or certiorari.
- (d)
  - (1) If the owner or such other person described in section 13-104 shall fail to remedy such conditions within the time prescribed in that section, unless an appeal is made, the codes enforcement officer shall take such action as is necessary to remedy the conditions and abate the nuisance and certify the cost to the city tax collector, who shall place the cost per section 13-105 (e) upon the tax rolls as a lien upon the affected property, which cost shall then be collected in the same manner as the city taxes are collected. Upon failure of the owner to remit to the director of finance the amount of such cost within 60 days from the date of such notice the lien shall be recorded in the office of the register of deeds for the county in the same manner as other liens are required to be filed and shall constitute a lien upon the property for which the expenditure is made.
  - (2) The lien granted by this section may be enforced at the same time and in the same manner as delinquent property taxes are collected and shall be subject to the same penalty and interest as delinquent property taxes.
  - (3) No collection of costs may proceed against the owner of an owner-occupied residential property, including the filing of the liens referenced in subsection (d)(2), until cumulative charges for remediation equal or exceed \$500.00.
  - (4) In addition to the foregoing provisions, any person violating any of the provisions of this chapter shall be liable for a civil penalty pursuant to title 3, section 3-109 and 3-110 of the Morristown Municipal Code.
  - (5)
    - a. The lien granted by this section shall be extinguished upon the payment to the city of all amounts owing hereunder, upon a finding that the lien was placed in error, or by operation of law.

- b. The lien granted by this section may also be forgiven and released by agreement of the city administrator and the city attorney for extraordinary cause, including but not limited to the following reasons:
  - 1. Upon a showing, by a prospective purchaser for value or prospective transferee of a lot encumbered by a lien or liens granted by this section, that the aggregate value of such liens against a lot exceeds the appraised value of the lot and that the purchaser or transferee will purchase or accept the lot if the liens are forgiven or reduced; or
  - 2. Upon a showing by a prospective purchaser for value or prospective transferee of a lot encumbered by a lien or liens granted by this section that the purchaser or transferee has a reasonable plan to redevelop the lot supportive of and compatible with existing neighborhood design. In such case, the purchaser or transferee shall provide a written physical and financial plan including a project budget and schedule for redevelopment to the city administrator and the city attorney. This plan shall show that lien forgiveness or reduction is necessary to the redevelopment plan, and shall show that the lot will be transferred to the purchaser or transferee if the liens are forgiven or reduced.
- (6) Forgiveness and release of such liens shall be at the sole discretion of the city administrator and the city attorney. It shall be the burden of any person seeking the forgiveness and release of any such liens to prove to the satisfaction of the city administrator and the city attorney that the conditions of subsections (d)(6)a. or (d)(6)b. exist.
- (e) *Service fee for lot mowing.*
  - (1) Payment rates for said services shall be \$250.00 per hour with a minimum payment of \$125.00.
  - (2) Mowing services shall be charged in 30-minute time periods, with any portion of a period charged as a full 30 minutes.
- (f) *Exceptions.* Notwithstanding the requirements set forth in this article, the following shall be exempt from the provisions of this article:
  - (1) Undeveloped wooded areas where tree growth is in excess of ten feet in height.
  - (2) All government-owned land or premises, and street rights-of-way.
  - (3) Streambeds or banks.
  - (4) Heavily wooded parcels of land or premises that are densely wooded with trees, shrubs and overgrowth where equipment cannot maneuver due to the density of the area.
  - (5) Slopes covered with vegetation as recommended by the state agricultural extension service for the purpose of conservation or preventing erosion.
  - (6) Portion of land or premises, excluding the curtilage of any dwelling located thereon, that, due to steepness of terrain, rock or rock outcroppings, marshes or wetlands, cannot be mowed using wheeled, motorized equipment, unless such vegetative growth is an immediate threat to the health or safety of life or property.
  - (7) Land or premises zoned for agricultural use or that is actively and legitimately used for agricultural purposes, such as, but not limited to, mowing hay, pasture, gardens or field crops.
  - (8) Periods of active construction and/or demolition, which is defined as the time when the land disturbance and/or demolition permit is issued and for a period of six months thereafter. If the construction is still in active development after the initial six-month period, the developer can request an extension for an additional six months by contacting the city administrator or his designee.
  - (9) Public and private country clubs and golf courses.



( Ord. No. 3528, 11-3-2015 ; Ord. No. 3569, 10-18-2016 )

**Sec. 13-106. - Dead animals.**

Any person owning or having possession of any dead animal not intended for use as food shall promptly bury the same or notify the health officer and dispose of such animal in such manner as the health officer shall direct.

( Ord. No. 3528, 11-3-2015 )

**Sec. 13-107. - Health and sanitation nuisances.**

It shall be unlawful for any person to permit any premises owned, occupied, or controlled by him to become or remain in a filthy condition, or permit the use of occupation of same in such a manner as to create noxious or offensive smells and odors in connection therewith, or to allow the accumulation or creation of unwholesome and offensive matter or the breeding of flies, rodents, or other vermin on the premises to the menace of the public health or the annoyance of people residing within the vicinity.

( Ord. No. 3528, 11-3-2015 )

**Sec. 13-108. - House trailers.**

A house trailer is defined as a trailer fitted with accommodations for sleeping, eating, washing, etc., including but not limited to single-wide mobile homes, pull- behind campers, and motorized recreational vehicles, but excluding double-wide manufactured homes. It shall be unlawful for any person to locate and occupy any house trailer or portable building, storage building, shed or any other detached accessory structure unless it complies with all plumbing, electrical, sanitary, and building provisions applicable to stationary structures and the proposed location conforms to the zoning provisions of the city and unless a permit therefor shall have been first duly issued by the building official, as provided for in the building code. Reference city zoning ordinances: Habitation of accessory residential dwelling section 14-214 and mobile homes on individual lots section 14-215.

( Ord. No. 3528, 11-3-2015 )

**Sec. 13-109. - Junked yards and automobile graveyards.**

(a) *[Definitions.]* For the purpose of the interpretation and application of this section, the following words and phrases have the indicated meanings:

**Automobile graveyard** means any lot or place which is exposed to the weather and upon which more than five motor vehicles of any kind, incapable of being operated, and which it would not be economically practical to make operative, are placed, located, or found. "Automobile graveyard" or "automobile junkyard" shall not be construed to mean an establishment having facilities for processing iron, steel, or nonferrous scrap and whose principal produce is scrap iron, steel, or nonferrous scrap for sale for re-melting purposes only.

**Junk** shall mean old or scrap copper, brass, rope, rags, batteries, paper, trash, rubber, debris, waste, or junked, dismantled, or wrecked automobiles, or parts thereof, iron, steel, and other old or scrap ferrous or nonferrous metal.

**Junked yard** shall mean a yard (front, back or side), tract, parcel or lot within the corporate limits which has debris, litter, garbage (bagged, including food products), household items (such as refrigerators or other appliances, furniture, upholstery, cabinets, bathroom or kitchen fixtures, etc.), paper products, chemicals/ chemical containers, construction materials (such as wood, boards, dry wall, pipes, brick, etc.), auto parts (such as tires on or off rims, mufflers, doors etc.), cloth or clothing strewn about or piled whether in a yard, carport, deck or porch area. Items covered with a tarp shall not be adequate for compliance.



**Junkyard** shall mean an establishment or place of business that is maintained, operated, or used for storing, keeping, buying or selling junk, or for the maintenance or operation of an automobile graveyard. "Junkyard" includes scrap metal processors, car crushing sites, used auto parts yards, yards providing temporary storage of automobile bodies or parts awaiting disposal as a normal part of the business operation, when the business will continually have like materials located on the premises, garbage dumps and sanitary landfills. For purposes of this chapter, a "recycling center" shall not be a "junkyard".

**Person** shall mean any natural person, or any firm, partnership, association, corporation, or other organization of any kind and description.

**Private property** shall include all property that is not public property, regardless of how the property is zoned or used.

**Recreational Vehicle** is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled;
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**Recycling center** means an establishment, place of business, facility or building which is maintained, operated, or used for storing, keeping, buying or selling of newspaper, or used food or used beverage containers for the purpose of converting such items into a useable product.

**Residential yard nuisance** shall mean any condition or use of residential yards which is detrimental to the property of others, or which causes or tends to substantially diminish the value of other property in the neighborhood in which such yards are located. This includes, but is not limited to, the keeping or maintaining or depositing on or scattering over such yards of any of the following:

- (1) Lumber, junk, trash, or debris;
- (2) Abandoned, discarded or unused objects or equipment such as furniture, appliances, cans, tires, or containers;
- (3) Any compost pile which is of such a nature as to spread or harbor disease, emit unpleasant odors or harmful gas, or attract rodents, vermin or other disease-carrying pests, animals or insects, provided that the presence of earthworms in a compost pile shall not constitute a nuisance;
- (4) Garbage and unsanitary matter on premises unless such material is retained in containers, garbage pails or vessels which deny access to flies, insects, rodents and animals. Garbage can only be stored outside in mechanically-handled containers (MHC) provided by the City of Morristown for garbage collection and then only for the purpose of such collection.
- (5) Abandoned wells, cisterns, shafts, basements, excavations, sinkholes, mounds of gravel or earth, junk vehicles, structurally unsound structures or fences, vegetation; and
- (6) Container units or garbage cans that have failed to be maintained in good repair, clean and well painted.
- (7) Or as stated within the city's adopted housing code.

**Right-of-way** shall mean a portion of land dedicated for placement of a street, road, thoroughfare or crosswalk, utilities, drainage facilities, and/or similar uses and designated by means of a right-of-way line or description of boundaries.

**Traveled portion of any public street or highway** shall mean the width of the street from curb to curb, or in cases where there are no curbs, the entire width of the paved portion of the street, or where the street is unpaved, the entire width of the street in which vehicles ordinarily use for travel.

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

- (1) **Vehicle, abandoned** shall mean any motor vehicle whose last registered owner of record has relinquished all further dominion and control, or any vehicle that is wrecked or partially dismantled or inoperable for a period of ten days. There shall be a presumption that the last registered owner thereof has abandoned such vehicle, regardless of whether the physical possession of such vehicle

remains in the technical custody or control of such owner, if it has remained inoperable or partially dismantled, or if the owner has relinquished dominion or control of such vehicle, for ten days.

- (2) **Vehicle, junk** shall mean a vehicle of any age that is damaged or defective in any one or combination of any of the following ways that either make the vehicle not immediately operable, or would prohibit the vehicle from being operated in a reasonably safe manner upon the public streets and highways under its own power if self-propelled, or while being towed or pushed, if not self-propelled:

- a. Flat tires, missing tires, missing wheels, or missing or partially or totally disassembled tires and wheels;
- b. Missing or partially or totally disassembled essential part or parts of the vehicle's drive train, including, but not limited to, engine, transmission, transaxle, drive shaft, differential, or axle;
- c. Extensive exterior body damage or missing or partially or totally disassembled essential body parts, including, but not limited to, fenders, doors, engine hood, bumper or bumpers, windshield, or windows;
- d. Missing or partially or totally disassembled essential interior parts, including, but not limited to, driver's seat, steering wheel, instrument panel, clutch, brake, gear shift lever;
- e. Missing or partially or totally disassembled parts essential to the starting or running of the vehicle under its own power, including, but not limited to, starter, generator or alternator, battery, distributor, gas tank, carburetor, or fuel injection system, spark plugs, or radiator;
- f. Interior is a container for metal, glass, paper, rags, or other cloth, wood, auto parts, machinery, waste, or discarded materials in such quantity, quality, and arrangement that a driver cannot be properly seated in the vehicle;
- g. Lying on the ground (upside down, on its side, or at any other extreme angle) sitting on block or suspended in the air by any other method;
- h. General environment in which the vehicle sits, including, but not limited to, vegetation that has grown up around, in or through the vehicle, the collection of pools of water in the vehicle, and the accumulation of other garbage or debris around the vehicle.
- i. Unregistered (Unregistered to mean not displaying current and valid license tags)

- (b) *Violations, civil offense.* It shall be unlawful and a civil offense for any person:

- (1) To park and/or in any manner place and leave unattended on the traveled portion of any public street or highway a junk vehicle for any period of time, even if the owner or operator of the vehicle did not intend to permanently desert or forsake the vehicle.
- (2) To park or in any manner place and leave unattended on the untraveled portion of any street or highway, or upon any other public property, a junk vehicle for more than 48 continuous hours, even if the owner or operator of the vehicle did not intend to permanently desert or forsake the vehicle.
- (3) To establish, operate, or maintain a junkyard and/or an automobile graveyard that does not meet the City of Morristown's zoning requirements, and/or meets the requirements of Tennessee Code Annotated, title 7, chapter 51, and/or title 54, chapter 20, and/or title 55, chapter 16.
- (4) To park, store, keep, and maintain on private property a junk vehicle.
- (5) To create any residential yard nuisance, as defined in this chapter.
- (6) To create or maintain a junked yard, as defined in this chapter.

- (c) *Exceptions.*

- (1) It shall be permissible for a person to park, store, keep, and maintain a junk vehicle on private property under the following conditions:
  - a. The junk vehicle is completely enclosed within a building where neither the vehicle nor any part of it is visible from the street or from any abutting property. However, this exception shall not exempt the owner or person in possession of the property from any zoning, building, housing, property maintenance, and other regulations governing the building in which such vehicle is enclosed.

- b. The junk vehicle is parked or stored on property lawfully zoned for business engaged in wrecking or towing of vehicles. However, this exception shall not exempt the owner or operator of any such business from any other regulations governing business engaged in wrecking or towing vehicles.
    1. The outside storage area of abandoned and/or junk vehicles of any business that is engaged in the wrecking or towing of vehicles must be completely screened (opaque) from all adjacent properties and any road right-of-ways (public or private).
    2. The screening can be a solid wall that is at least six feet high, or a two-tiered, staggered tree landscaping, or a combination of the tree landscaping and the solid wall.
    3. For any wrecker or towing business (that is within the City of Morristown) that is on the City of Morristown's rotation cycle, must come into compliance with the opaque screening as stated above, within one year of the adoption of this chapter. If a business does not wish to comply with these provisions, then that business shall be removed from the City of Morristown's rotation cycle.
    4. Any new wrecker or towing business shall comply with this chapter and any other applicable zoning ordinances prior to being added to the city's rotation cycle.
  - (2) No person shall park, store, keep and maintain on private property a junk vehicle for any period of time if it poses an immediate threat, as determined by the city administrator or his designee, to the health and safety of citizens of the city.
- (d) *Enforcement.*
- (1) Pursuant to Tennessee Code Annotated, title 7, chapter 51, and/or title 54, chapter 20, and/or title 55, chapter 16, the city administrator, or his appointed designee, shall upon the complaint of any citizen, or acting on his own information, investigate complaints of abandoned and/or junk vehicles on private property. The city administrator, or his appointed designee, shall give, or cause to be given, notice to the registered owner of any motor vehicle which is in violation of this chapter, or he shall give such notice to the owner or person in lawful possession or control of the property upon which such motor vehicle is located, advising that such motor vehicle violates this chapter and directing that such motor vehicle be moved to a place of lawful storage within ten days. Such notice may be served by any one or more of the following methods:
    - a. Personally delivering the notice to the owner, lessee, occupant or person having control of such real property;
    - b. Mailing the notice to the last known address of such owner, lessee, occupant or person having control of such property by first class, United States mail; or
    - c. Posting the notice on the property on which such conditions described exist. Abandoned and/or junk vehicles on publicly owned property may be labeled with an orange 72- hour notice before vehicle may be towed from publicly owned property.
  - (2) In the case of abandoned and/or junk vehicles on publicly owned property, notice to the property owner by the City of Morristown is not required
- (e) *Failure to remove.* The owner of any abandoned and/or junk vehicle who fails, neglects or refuses to remove such vehicle or to house such vehicle and abate such nuisance in accordance with the notice given pursuant to the provisions of the previous section shall be guilty of a misdemeanor and/or in violation of the city ordinance.
- (f) *Abatement and removal by city.* If the vehicle is not disposed of after the time provided for in the notice, the city administrator or his designee may report the location of such vehicle to a wrecker/towing company, designated by rotation, and may then remove such vehicle or cause it to be removed to the wrecker/towing service's storage area. At the time that the vehicle is removed by the police department using the wrecker/towing company assigned, a tow-in ticket shall be completed by the person towing such vehicle.
- (g) *Removal and storage.* Abandoned and/or junk vehicles shall be transported from the property where they are found to the assigned wrecker/towing storage area only during daylight hours.
- (h) *Return of vehicle and/or personal property to the owner.* When the vehicle is towed to a towing/wrecker service property, used car dealership/lot, or other private property, and the owner of the vehicle demands



for the return of his vehicle, and/or any personal property within the vehicle, then the owner of the vehicle shall pay any fines, storage, and tow-in fees to the owner of the property where the vehicle was towed.

- (i) *Abandoned and/or junk vehicle towed to a towing/wrecker service property.* In cases where an abandoned and/or junk vehicle is towed to a towing and/or wrecker service property and the vehicle has not been claimed, the owner of the service shall follow all state laws that pertain to abandoned vehicles.
- (j) *Penalty for violations.* Any person violating this chapter shall be subject to a civil penalty of \$50.00 and costs for each separate violation of this chapter. Each day the violation of this chapter continues shall be considered a separate violation.
- (k) *[Reference.]* This article is referenced and adopted from The International Property Maintenance Code, 2012 Edition, published by the International Code Council, Inc.

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

Passed on first reading the 21<sup>st</sup> day of March, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

Passed on second and final reading the 4<sup>th</sup> day of April, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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



RESOLUTION NO. 2023-04

A RESOLUTION AUTHORIZING THE CITY OF  
MORRISTOWN TO JOIN THE STATE OF TENNESSEE AND  
OTHER LOCAL GOVERNMENTS IN AMENDING THE  
TENNESSEE STATE-SUBDIVISION OPIOID ABATEMENT  
AGREEMENT AND APPROVING THE RELATED  
SETTLEMENT AGREEMENTS

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Tennessee, and the City of Morristown, Tennessee.

WHEREAS, the City of Morristown has suffered harm and will continue to suffer harm as a result of the opioid epidemic;

WHEREAS, the State of Tennessee and some Tennessee local governments have filed lawsuits against opioid manufacturers, distributors, and retailers, including many federal lawsuits by Tennessee counties and cities that are pending in the litigation captioned In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the MDL case is referred to as the “Opioid Litigation”);

WHEREAS, the City of Morristown has previously joined settlements with three pharmaceutical distributors and a manufacturer;

WHEREAS, certain pharmaceutical manufacturers and retail pharmacy chains have proposed settlements that the City of Morristown finds acceptable and in the best interest of the community;

WHEREAS, the Tennessee legislature enacted Public Chapter No. 491 during the 2021 Regular Session of the 112<sup>th</sup> Tennessee General Assembly and was signed into law by Governor Bill Lee on May 24, 2021, which addresses the allocation of funds from certain opioid litigation settlements;

WHEREAS, there is currently proposed legislation that would apply the statutory provisions passed in 2021 to the new manufacturer and retail pharmacy chain settlements;

WHEREAS, the State of Tennessee, non-litigating counties, and representatives of various local governments involved in the Opioid Litigation have adopted a unified plan for the allocation and use of certain prospective settlement and bankruptcy funds from opioid related litigation (“Settlement Funds”);

WHEREAS, the Tennessee State-Subdivision Opioid Abatement Agreement (the “Tennessee Plan”), attached hereto as “Exhibit A,” sets forth the framework of a unified plan for the proposed allocation and use of the Settlement Funds;

WHEREAS, amendments to the Tennessee Plan, attached hereto as “Exhibit B,” would extend its terms to the proposed settlements, streamline accounting for certain settlement funds, and address the allocation of certain funds from a manufacturer in bankruptcy; and

WHEREAS, participation in the settlements by a large majority of Tennessee cities and counties will materially increase the amount of settlement funds that Tennessee will receive from pending proposed opioid settlements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF MORRISTOWN, TENNESSEE:

Section 1. That the City of Morristown finds that the amendments to the Tennessee Plan are in the best interest of the City of Morristown and its citizens because they would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

Section 2. That the City of Morristown hereby expresses its support for a unified plan for the allocation and use of Settlement Funds as generally described in the Tennessee Plan.

Section 3. That the City of Morristown's Mayor is hereby expressly authorized to execute the amendments to the Tennessee Plan in substantially the form attached as Exhibit "B" and the City Mayor is hereby authorized to execute any formal agreements necessary to implement a unified plan for the allocation and use of Settlement Funds that is substantially consistent with the Tennessee Plan and this Resolution.

Section 4. That the City of Morristown's Mayor is hereby expressly authorized to execute any formal agreement and related documents evidencing the City of Morristown's agreement to the settlement of claims [and litigation] specifically related to Teva Pharmaceutical Industries, Ltd., Allergan Finance, LLC, CVS Health Corporation, Walgreen Co., Walmart, Inc., and any other settlement of opioid-related claims that Tennessee has joined.

Section 5. That the City of Morristown's Mayor is authorized to take such other action as necessary and appropriate to effectuate the City of Morristown's participation in the Tennessee Plan and these settlements.

Section 6. This Resolution is effective upon adoption, the welfare of the City of Morristown, Tennessee requiring it.

Passed this 4th day of April, 2023.

---

Gary Chesney, Mayor

ATTEST:

---

City Administrator, Anthony Cox

### CHANGE ORDER NO.: 1

Owner: City of Morristown Owner's Project No.: n/a  
Engineer: Mattern & Craig Engineer's Project No.: 3238H  
Contractor: Mitch Cox Construction, Inc. Contractor's Project No.: n/a  
Project: Thompson Creek Road Construction, Phase 1  
Contract Name: n/a  
Date Issued: 8/18/2021 Effective Date of Change Order: 4/4/2023

The Contract is modified as follows upon execution of this Change Order:

#### Description:

**Additional work, to repair storm sewer near Crockett Square Drive. Extend limits of project, to the southern boundary of City-owned property along Thompson Creek Road.**

#### Attachments:

**Quantity and unit price summary attached.**

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 1,372,744.20		Substantial Completion:	
		Ready for final payment:	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$		Substantial Completion:	
		Ready for final payment:	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 1,372,744.20		Substantial Completion:	
		Ready for final payment:	
Increase this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 945,364.75		Substantial Completion:	
		Ready for final payment:	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 2,318,108.95		Substantial Completion:	
		Ready for final payment:	

Recommended by Engineer (if required)

Accepted by Contractor

By: **Jason Carder**  
Title: Vice President  
Date: 3/21/2023

Authorized by Owner

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.

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Page 1 of 2



989 Simpson Road  
Whitesburg, TN 37891  
423-273-1189  
nroverbay@hotmail.com



**STATE OF TENNESSEE**  
**DEPARTMENT OF TRANSPORTATION**  
**PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION**  
**LOCAL PROGRAMS DEVELOPMENT OFFICE**  
SUITE 600, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
(615) 741-5314

**BUTCH ELEY**  
DEPUTY GOVERNOR &  
COMMISSIONER OF TRANSPORTATION

**BILL LEE**  
GOVERNOR

March 23, 2023

The Honorable Gary Chesney  
Mayor, City of Morristown  
100 West First North Street, P.O. Box 1499  
Morristown, TN 37816-1499

Re: Various sidewalk improvements along SR-34 from Hampton West Boulevard to Terrace Lane  
in Morristown  
Morristown, Hamblen County  
PIN: 128609.00  
Federal Project Number: N/A  
State Project Number: 32LPLM-S3-068  
Agreement Number: 190035

Dear Mayor Chesney:

I am attaching an amendment to the original contract to this letter. The amendment extends the completion date of the contract. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the amendment is fully executed Adobe Sign will email you a link to the fully executed amendment.

If you have any questions or need any additional information, please contact Taylor Lee at 615-532-3166 or [taylor.m.lee@tn.gov](mailto:taylor.m.lee@tn.gov).

Sincerely,

A handwritten signature in cursive script that reads "Chasity M. Bell".

Chasity Bell  
Transportation Manager 1

Attachment

**Amendment Number: 2**

**Agreement Number: 190035**

**Project Identification Number: 128609.00**

**Federal Project Number: N/A**

**State Project Number: 32LPLM-S3-068**

THIS AGREEMENT AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF MORRISTOWN (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

"Various sidewalk improvements along SR-34 from Hampton West Boulevard to Terrace Lane in Morristown"

1. The language of Agreement # 1 dated September 21, 2022 Section B.2 a) is hereby deleted in its entirety.
2. The following is added as B.2 a) .

B.2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **September 30, 2024** . If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

**CITY OF MORRISTOWN**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**Signature:**

**Email:** gchesney@mymorristown.com

**Signature:**

**Email:** TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO  
FORM AND LEGALITY**

**APPROVED AS TO  
FORM AND LEGALITY**

**Signature:**

**Email:** lcarroll@caflp.law

**Signature:**

**Email:** TDOT.Legal.Attorneys@tn.gov

**Signature:**

**Email:** Daniel.Pallme@tn.gov





## Morristown City Council Agenda Item Summary

**Date:** April 4, 2023

**Agenda Item:** Approve an amendment to Work Authorization No. 2 for Goodwyn Mills Cawood adjusting the scope of services for design and bid phases for taxilane extension to facilitate development at the southwest end of the airport property, an increase of \$17,976.

**Prepared By:** Andrew Ellard

**Subject:** Amendment to Work Authorization – South Hangar Development Site Design

**Background:** GMC was selected as the airport's engineering firm of record through a recent solicitation. There is interest in developing additional hangar space – particularly for big-box hangars similar to those on the western end of the airport property.

**Findings/Current Activity:**

It has been determined that the original scope incorporated only a portion of the South/West area of the airport rather than all available area. This amendment makes adjustments to accommodate a design over an area to potentially maximize development. This amendment increases costs by \$17,976 to \$92,176 in order to better address storm water concerns, additional survey work, additional geotechnical, and additional permitting.

**Financial Impact:**

It is anticipated that we would apply airport Bipartisan Infrastructure Law (BIL) funding to this project, which would be 100% federal funding.

**Action options/Recommendations:**

Staff recommends approval.

**Attachment:** Amendment to Work Authorization No. 2

**MORRISTOWN REGIONAL AIRPORT  
MORRISTOWN, TENNESSEE  
SOUTH HANGAR DEVELOPMENT SITE PREPARATION**

**ADDENDUM NO. 1**

This addendum to the Work Authorization dated February 15, 2023, between the City of Morristown and Goodwyn Mills Cawood is for amended services as described below:

---

**Scope of Services:**

The scope of engineering services in this addendum is to add additional services to each of the tasks. See Attachment ‘A’ and ‘B’ for detailed description of the work to be provided.

**Payment to ENGINEER:**

Compensation for the additional services as outlined in this addendum is to be a lump sum fee of as detailed in the attachment.

---

Agreed as to Additional Scope of Services and Corresponding Compensation:

**Payment to Engineer:**

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

---

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

OWNER:

ENGINEER:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

**ATTACHMENT "A"**  
***FEE SUMMARY***

<u>Work Item Description</u>	<u>Current Contract Totals</u>	<u>Addendum # 1 Contract Totals</u>	<u>Difference</u>
1. Project Administration	\$ 7,500	\$11,510	+\$ 4,010
2. Surveying	\$ 4,000	\$ 6,490	+\$ 2,490
3. Geotechnical Investigation	\$ 6,400	\$14,390	+\$ 7,990
4. Design Phase	\$ 47,400	\$45,218	-\$ 2,182
5. Bidding Phase	\$ 7,400	\$ 8,088	+\$ 688
6. Environmental	<u>\$ 1,500</u>	<u>\$ 6,480</u>	<u>+\$ 4,980</u>
 TOTAL:	 \$ 74,200	 \$92,176	 \$17,976

<b>ADDENDUM #1 TOTAL = \$17,976.00</b>
--

## ATTACHMENT "B"

### *SCOPE CHANGES*

#### DIFFERENCE IN ORIGINAL FEE AND REVISED FEE AFTER SCOPE MEETING

	TASK	ORIGINAL	REVISED	DELTA	NOTES
1	PROJECT ADMIN	\$7,500	\$11,510	\$4,010	SWPPP HOURS INCREASED
2	TOPO SURVEY	\$4,000	\$6,490	\$2,490	NEED MORE TOPO - 35 ACRES
3	GEOTECHNICAL	\$6,400	\$14,390	\$7,990	14 BORINGS (T/W; SINK HOLES; BORROW AREA)
4	DESIGN PHASE	\$47,400	\$45,218	-\$2,182	REDUCED WHERE WE COULD
5	BIDDING	\$7,400	\$8,088	\$688	RATES REFLECT 2023 AMOUNTS
6	ENVIRONMENTAL	\$1,500	\$6,480	\$4,980	PERMITTING
	<b>TOTAL:</b>	<b>\$74,200</b>	<b>\$92,176</b>	<b>\$17,976</b>	

For detailed scope change clarifications, see detailed descriptions below:



**Task #2 – Topographic Survey:**

- A. The total area to be surveyed is to be increased from 5.4 acres to 35 acres.
- B. See graphic below depicting area to be surveyed.



**Task #3 – Geotechnical:**

- A. The number of soil test borings is to be increased from six to fourteen.
- B. See graphic below depicting new bore hole layouts.



- C. Delete the task description in the original document and replace with the following:

***Field Exploration***

We propose to mobilize an ATV-mounted drill rig to the site to perform a total of fourteen (14) soil test borings. All the borings will be in existing grass covered areas. The borings will be drilled to a depth of ten feet each or refusal, whichever is encountered first, except for Boring B-02, which will be drilled to 40 feet or refusal.

Split-spoon sampling and standard penetration testing will be conducted at standard intervals (every 2.5 feet in first ten feet and at 5 feet thereafter) in the borings prior to auger refusal. Our scope does NOT include sampling of auger refusal material. At select locations and depths, we may attempt to collect relatively undisturbed Shelby tube samples instead of split spoon sampling. We also proposed to collect at least one bulk sample for use in laboratory testing.

*Boring Backfill, Utility Location*

Borings will be backfilled with the soil cuttings from the drilling process upon completion. It is common for boreholes to settle over time. Our scope does not include returning to the site to backfill boreholes that have settled. Our scope does not include coring or patching of concrete.

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

*Laboratory Testing*

GMC's professional staff will visually classify soil samples obtained from the exploration process. Selected soil samples will be retained for a limited amount of laboratory testing. These tests may include Atterberg limits determinations, grain size determinations (via No. 200 wash sieve), and moisture contents. We will also perform one CBR with standard Proctor test using the bulk sample.

*Reporting*

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

- A summary of our test procedures and the results of all field and laboratory testing.
- A review of the site conditions and geologic setting, including geological hazards.
- A review of subsurface soil stratigraphy including the individual Test Boring Logs and a Test Boring Location Plan.
- Recommendations for site preparation, including excavation considerations and construction of compacted fills.
- Review of the suitability of on-site soils for re-use as fill material.
- Information regarding groundwater conditions, along with recommendations for controlling groundwater during construction, if applicable.
- Design and construction parameters for pavement sections, including a recommended design CBR. Our scope does not include recommended pavement sections beyond the recommended CBR and parameters for use by others in developing the design.

*Schedule*

We expect to begin our fieldwork within about 2 to 4 weeks of receiving authorization, based on recent mobilization schedules. However, it is noted that in recent months, it has been taking longer to mobilize drilling equipment, sometimes as much as 4 to 6 weeks or even more. We anticipate the field exploration will take 2 to 3 days to complete. Laboratory

testing will take about 3 to 4 business days to complete for much of the testing, but the CBR testing will take about 15 business days to complete. We expect to provide a written report within about 4 to 5 weeks from notice to proceed, assuming timely authorization, appropriate weather conditions, and normal exploration schedules apply.

#### **Task #4 - Design:**

- A. In the original document, Item 4.5 referring environmental work is to be deleted. Any reference to environmental work is to be described in Task #6 – Environmental.
- B. In the original document, reference to a 50% meeting is to be changed to a 30% meeting. The 30% meeting is to be virtual and is to coordinate and finalize the geometric layout of the site.
- C. Another design review meeting is to be added to the work scope - there is to be a 60% design review meeting.
- D. A work scope item is to be added – preparation of a Disadvantage Business Enterprise project specific goal.

#### **Task #6 – Environmental:**

- A. Delete the task description in the original document and replace with the following:

The completion and submittal of an *Application for Authorization to Operating a Class V Underground Injection Well or Storm Water Discharge to the Subsurface or Modification of a Karst Feature* to TDEC's Division of Water Resources. GMC Environmental shall produce all components necessary to support the application, including but not limited to: a project narrative, required mapping, and a supporting hydrology study. At this time, it is expected that the required hydrology study shall be produced using HydroCAD 10.2 software.





## Morristown City Council Agenda Item Summary

**Date:** April 4, 2023

**Agenda Item:** Authorize the purchase of three parcels known as 112 West 2<sup>nd</sup> North Street, per the attached contract, for \$199,900.

**Prepared By:** Andrew Ellard

**Subject:** 112 W 2<sup>nd</sup> N Street Property Purchase

**Background:** The property consists of three parcels – Map 033L, Group G, Parcels 16, 17, and 22 – which is bound by W 2<sup>nd</sup> N St, Turkey Creek, W 3<sup>rd</sup> N St, and an abandoned Norfolk-Southern railroad ROW running north-south. The most recent use of the property has been as a lumber/building supply retailer and general storage.

**Findings/Current Activity:**

Eventually, this property could serve as additional public parking and/or as a trailhead for the adjacent Turkey Creek Greenway. An appraisal, a phase 1 environmental assessment, an asbestos assessment, a survey, and a title search have all been conducted in recent weeks. Minimal asbestos containing material was identified. The Phase 1 environmental assessment identifies several past uses of the property and surrounding properties that could have resulted in contamination of some kind. As such, GEOServices recommends a Phase 2 environmental assessment to better identify what, if any, contamination may exist.

**Financial Impact:**

This purchase can be absorbed into the General Capital Projects fund but will necessitate a budget amendment prior to year-end so as not to impact other capital projects.

**Action options/Recommendations:**

Consider the purchase (pending proposal and decisions regarding a Phase 2).

**Attachment:** Contract for purchase.

# LeBel

## COMMERCIAL REALTY

### COMMERCIAL PURCHASE AND SALE AGREEMENT

1. **Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer  
City Of Morristown ("Buyer") agrees to buy and the undersigned  
seller Joe Long Charlotte Long ("Seller") agrees to sell all that tract or  
parcel of land, with such improvements as are located thereon, described as follows: All that tract of land known as:  
112 2nd North St.  
(Address) Morristown (City), Tennessee, 37814 (Zip), as recorded in  
Hamblen County Register of Deeds Office, 381 deed book(s), 474  
page(s), and/or instrument no. and as further described as:  
Map 033L, Group G, Parcels 16, 17, 22  
together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as  
the "Property", as more particularly described in Exhibit "A" or if Exhibit A is not attached as is recorded with the Register  
of Deeds of the county in which the Property is located and is made a part of this Commercial Purchase and Sale Agreement  
("Purchase and Sale Agreement" or "Agreement") by reference.
2. **Purchase Price.** The total purchase price for the Property shall be  
One Hundred Ninety-Nine Thousand Nine Hundred U.S. Dollars, (\$ 199,900.00 )  
("Purchase Price"), and is subject to all prorations and adjustments and shall be paid by Buyer at the Closing by cash, a  
Federal Reserve Bank wire transfer of immediately available funds, cashier's check or certified check.
3. **Earnest Money/Trust Money.** Buyer has paid or will pay within 5 business days after the Binding Agreement  
Date, the sum of \$ 5,000.00 with LeBel Commercial Realty  
("Holder") located at 218 S. Cumberland St, Morristown, TN 37813  
(Address of Holder). Additional Earnest Money/Trust Money, if any, to be tendered and applied as follows:

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

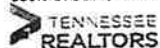
**A. Failure to Receive Earnest Money/Trust Money.** In the event Earnest Money/Trust Money is not timely received  
by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason by the financial  
institution from which it is drawn, Holder shall promptly notify Buyer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

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

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

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

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

4. **Inspection.** Prior to Closing, Buyer and Buyer's agents shall have the right to enter upon the Property at Buyer's expense and at reasonable times to inspect, survey, examine, and test the Property as Buyer may deem necessary as part of Buyer's acquisition of the Property. Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection. Buyer shall indemnify and hold Seller and all Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property arising out of or related to the exercise of Buyer's rights hereunder. Buyer shall have 60 days after the Binding Agreement Date ("Due Diligence Period") to evaluate the Property, the feasibility of the transaction, the availability and cost of financing, and any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right to terminate this Agreement upon notice to Seller if Buyer determines, based on a reasonable and good faith evaluation of the above, that it is not desirable to proceed with the transaction, and Buyer will be entitled to a refund of the Earnest Money/Trust Money. Within 5 days after the Binding Agreement Date, Seller shall deliver to Buyer copies of the materials concerning the Property referenced in Exhibit "B" (collectively "Due Diligence Materials"), which materials shall be promptly returned by Buyer if Agreement does not Close for any reason. If Buyer fails to timely notify Seller that it is not proceeding with the transaction, Buyer shall waive its rights to terminate this Agreement pursuant to this paragraph.

5. **Title.**

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

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

B. **Title Issues and Objections.** Buyer shall have 90 days after the Binding Agreement Date to furnish Seller with a written statement of any title objections, UCC-1 or UCC-2 Financing Statements, and encroachments, and other facts affecting the marketability of the Property as revealed by a current title examination. Seller shall have 30 days after the receipt of such objections (the "Title Cure Period") to cure all valid title objections. Seller shall satisfy any existing liens or monetary encumbrances identified by Buyer as title objections which may be satisfied by the payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding sentence, if Seller fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with evidence of Seller's cure satisfactory to Buyer and to Title Company), then within five (5) days after the expiration of the Title Cure Period, Buyer may as Buyer's sole remedies: (1) rescind the transaction contemplated hereby, in which case Buyer shall be entitled to the return of Buyer's Earnest Money/Trust Money; (2) waive any such objections and elect to Close the transaction contemplated hereby irrespective of such title objections and without reduction of the Purchase Price; or (3) extend the Closing Date period for a period of up to fifteen (15) days to allow Seller further time to cure such valid title objections. Failure to act in a timely manner under this paragraph shall constitute a waiver of Buyer's rights hereunder. Buyer shall have the right to reexamine title prior to Closing and notify Seller at Closing of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.

6. **Closing.**

A. **Closing Date.** This transaction shall be consummated on See Section 17, \_\_\_\_\_, (the "Closing Date") or at such other time the parties may agree upon in writing.

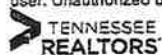
B. **Closing Agency for Buyer & Contact Information:**

TBD

**Closing Agency for Seller & Contact Information:**

TBD

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

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

(a) a Closing Statement;

(b) deed (mark the appropriate deed below)

☒ General Warranty Deed

☐ Special Warranty Deed

☐ Quit Claim Deed

☐ Other: \_\_\_\_\_

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

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

8. **Conditions to Closing.**

9. **Costs.**

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

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

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

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

**Item to be Paid**

**Paid by Seller**

**Paid by Buyer**

Survey

☐

☒

Title Examination

☐

☒

Premium for Standard Owner's Title Insurance Policy

☐

☒

Other: \_\_\_\_\_

☐

☐

Other: \_\_\_\_\_

☐

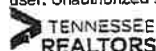
☐

Other: \_\_\_\_\_

☐

☐

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

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

11. **Representations and Warranties.**

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

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

12. **Agency and Brokerage.**

A. **Agency.**

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

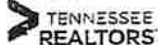
B. **Agency Disclosure.**

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

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

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

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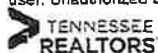


- ☐ the Designated Agent for the Buyer,
- ☒ the agent for the Buyer,
- ☐ a Facilitator for the Buyer, OR
- ☐ a dual agent.
- (3) **Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above]* Seller and Buyer are aware that Broker is acting as a dual agent in this transaction and consent to the same. Seller and Buyer have been advised that:
1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could be, different or even adverse.
  2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to the dual agent, to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law.
  3. The Buyer and Seller do not have to consent to dual agency, and
  4. The consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
  5. Notwithstanding any provision to the contrary contained herein, Seller and Buyer each hereby direct Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position unless otherwise prohibited by law.
- (4) **Material Relationship Disclosure.** *[Required with dual Agency]* The Broker and/or affiliated licensees have no material relationship with either client except as follows: \_\_\_\_\_. A material relationship means one of a personal, familial or business nature between the Broker and affiliate licensees and a client which would impair their ability to exercise fair judgment relative to another client.

Seller Initials \_\_\_\_\_ Buyer Initials \_\_\_\_\_

- C. **Brokerage.** Seller agrees to pay Listing Broker at Closing the compensation specified by separate agreement. The Listing Broker will direct the closing agency/attorney to pay the Selling Broker, from the commission received, an amount, if any, in accordance with the terms and provisions specified by separate agreement. The parties agree and acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a third party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have the right to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs.
13. **Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not be responsible for any of the following, including but not limited to, those matters which could have been revealed through a survey, title search or inspection of the Property; the insurability of the Property or cost to insure the Property; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for any issues arising out of Buyer's failure to physically inspect the Property prior to entering into this Agreement and/or Closing; for building products and construction techniques; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community amenities; for proposed or pending condemnation actions involving the Property; for applicable boundaries of school districts or other school information; for the appraised or future value of the Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions and availability of financing; and for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them, that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the independent expert advice and counsel relative thereto. Buyer and Seller acknowledge that photographs, marketing

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materials, and digital media used in the marketing of the property may continue to remain in publication after Closing. Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing materials or digital media of which the Broker is not in control.

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

**15. Other Provisions.**

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

**B. Survival Clause.** Any provision herein contained, which by its nature and effect, is required to be performed after Closing shall survive the Closing and delivery of the deed and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter. Notwithstanding the above, the representations and warranties made in Exhibit "D" shall survive the Closing for a period of 180 after the date of Closing.

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

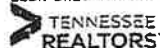
**D. Time of Essence.** Time is of the essence in this Agreement.

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

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

**G. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person, (2) by a prepaid overnight delivery service, (3) by facsimile transmission (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5) Email. NOTICE shall be deemed to have been given as of the date and time it is actually received. Receipt of

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notice by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

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

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

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

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

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

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

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

17. **Special Stipulations.** The following Special Stipulations, if conflicting with any preceding paragraph, shall control:  
Sale shall close 30-days after the Due Diligence period at a mutually agreeable location.

☐ (Mark box if additional pages are attached.)

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

19. **Time Limit of Offer.** This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not countered or accepted by 12:00 o'clock ☐ a.m./ ☒ p.m. local time on the 3 day of Feb, 2023.

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

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

Buyer hereby makes this offer.

BUYER City of Morristown

By: A.W. Long

Title: City Administrator

Entity: City of Morristown

1/26/2023 at 12:30 o'clock ☐ am/ ☒ pm  
Offer Date

BUYER

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

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

Entity: \_\_\_\_\_

\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm  
Offer Date

Seller hereby:

☐ ACCEPTS – accepts this offer.

☒ COUNTERS – accepts this offer subject to the attached Counter Offer(s).

☐ REJECTS – rejects this offer and makes no counter offer.

SELLER Long

By: Joe P. Long

Title: Seller

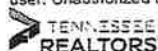
Entity: \_\_\_\_\_

2/2/23 at 4:00 o'clock ☐ am/ ☒ pm  
Date

SELLER Charlotte Long

By: Charlotte Long

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392  
393  
394  
395  
396

Title: Seller  
Entity: \_\_\_\_\_  
Date 2/2/23 at 4:00 o'clock ☐ am/ ☒ pm

397  
398  
399

**Binding Agreement Date.** This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date") the last offeror, or licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was received by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm

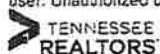
**For Information Purposes Only:**

RE/MAX Real Estate Ten Midtown  
Listing Company  
Joe Whiteside  
Independent Licensee  
joewhiteside1@hotmail.com  
Licensee Email  
423-736-3841  
Licensee Cellphone No.

LeBel Commercial Realty  
Selling Company  
Paul M. LeBel  
Independent Licensee  
paul@lebelcommercial.com  
Licensee Email  
\_\_\_\_\_  
Licensee Cellphone No.

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CF401 – Commercial Purchase and Sale Agreement, Page 9 of 9

Version 01/01/2023





**COUNTER OFFER # 1 TO**  
**COMMERCIAL PURCHASE AND SALE AGREEMENT**

This is a Counter Offer from ☒ Seller to Buyer OR ☐ Buyer to Seller  
The undersigned agree to and accept the Commercial Purchase and Sale Agreement with an offer date of  
1/26/2023 for the purchase of real property commonly known as:  
112 West 2nd North St. Morristown TN 37814  
Address, City, State, Zip

**With the following exceptions:**

1. Seller to have 60 days after Binding Agreement Date to remove any personal property of their choice from property.
2. This agreement is contingent upon Seller being granted driveway access from West 3rd North St. to their property located on N. Cumberland St.

**ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL ATTACHED COMMERCIAL PURCHASE AND SALE AGREEMENT ARE ACCEPTABLE TO THE UNDERSIGNED. ALL TERMS AND CONDITIONS PROPOSED IN PREVIOUS COUNTER OFFERS, IF ANY, ARE NOT INCLUDED IN THIS COUNTER OFFER UNLESS RESTATED HEREIN.**

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CF651 – Counter Offer to Commercial Purchase and Sale Agreement, Page 1 of 2

Version 01/01/2023



This Counter Offer form will not be a part of the Commercial Purchase and Sale Agreement and be binding until accepted and signed by all parties.

Until notice of acceptance is delivered this offer may be revoked at any time with notice, and the Property may be sold to any other party.

**Time Limit of Offer:** This Offer may be withdrawn at any time before acceptance with notice. Offer terminates if not accepted by 12:00 o'clock ☐ am/ ☒ pm, local time, on the 8th day of February, 2023.

Joe P. Long  
SELLER/BUYER (Party making counter offer)  
By: Joe Long

Title: Seller

Entity: \_\_\_\_\_

02/02/2023 at 4:00 o'clock ☐ am/ ☒ pm  
Date

Charlotte Long  
SELLER/BUYER (Party making counter offer)  
By: Charlotte Long

Title: Seller

Entity: \_\_\_\_\_

02/02/2023 at 4:00 o'clock ☐ am/ ☒ pm  
Date

The undersigned has received and:

☒ ACCEPTS – accepts this counter offer.

☐ REJECTS this counter offer

☐ COUNTERED this offer with Counter Offer # \_\_\_\_\_

A. W. Cox  
Seller/Buyer (Responding Party)

By: Anthony W. Cox

Title: City Administrator

Entity: City of Morristown

2/8/23 at 9:39 a.m. o'clock ☒ am/ ☐ pm  
Date

Seller/Buyer (Responding Party)

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

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

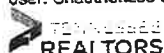
Entity: \_\_\_\_\_

\_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm  
Date

**Acknowledgement of Receipt.** \_\_\_\_\_ hereby acknowledges receipt of the final accepted offer on \_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm, and this shall be referred to as the Binding Agreement Date for purposes of establishing performance deadlines as set forth in the Agreement.

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CF651 – Counter Offer to Commercial Purchase and Sale Agreement, Page 2 of 2

Version 01/01/2023







## Morristown City Council Agenda Item Summary

**Date:** April 4<sup>th</sup>, 2023

**Agenda Item:** Authorize the procurement of Engineering Services from LDA Engineering for Stormwater projects that need to be performed in FY23, not to exceed \$40,000.00.

**Prepared By:** Larry Clark

**Subject:** General Stormwater Engineering Work

**Background:** The City of Morristown currently has an open services agreement with LDA Engineering to provide general engineering services for Stormwater.

**Findings/Current Activity:**

Associated rates have been negotiated as part of the Master Services Agreement currently in place between the City of Morristown and LDA. This work is not part of any projects that are occurring.

**Financial Impact:**

Funding has been appropriated in the FY2023 budget.

Projected fees will not exceed \$40,000.00

**Action options/Recommendations:**

Staff recommends approval.

**Attachment:** None



## Morristown City Council Agenda Item Summary

**Date:** April 4<sup>th</sup>, 2023

**Agenda Item:** Acknowledge receipt of bids for Getac Notebook Computers and vehicle adapters, accept the bid from SOS Computers LLC (dba Technology Express) as the best and lowest bid; authorize the one-time purchase of nine (9) GETAC Computers and vehicle adapters totaling \$19,910.07.

**Prepared By:** Andrew Ellard

**Subject:** Getac Notebook Computers

**Background:** The City of Morristown Police Department budgets annually for the replacement of durable notebook computers for use in police vehicles and in the field. Currently, Getac Notebook computers have been installed in police vehicles. To maintain consistency and efficiency in terms of installation, programming, and portability between vehicles, the City sought bids from prospective vendors specifically for Getac Notebook Computers.

### Findings/Current Activity:

An invitation to bid was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. The City received three (3) total responses. SOS Computers LLC (dba Technology Express) provided the best and lowest bid for the Getac Notebook Computers and vehicle adapters.

Please note, SOS Computers' bid response initially provided pricing for the wrong vehicle adapter. The price on this vehicle adapter was higher than the adapters quoted by the 2 other vendors. SOS Computers provided the City with an updated quote with pricing for the correct vehicle adaptor. The quoted price for the correct vehicle adapter is now less than the other two vendors who provided bid responses. (See the attached tabulation and quote from SOS Computers for further information.)

### Financial Impact:

The total cost of the computers exceeds the FY23 budgeted amount of \$16,000.00. Staff has identified funds to cover the cost overage.

Total Cost = \$19,910.07

**Action options/Recommendations:**

Acknowledge bids, award the bid to SOS Computers LLC (dba Technology Express) and authorize the one-time purchase of computers and vehicle adaptors totaling \$19,910.07.

**Attachment:** Bid tabulation and Updated Quote

**ITB - GETAC COMPUTERS BID TAB**  
**FY 23**  
**MARCH 7TH, 2023**

VENDOR	BASE PRICE (GETAC S410)	LIND VEHICLE ADAPTER	OPTIONAL EXTENDED WARRANTY	FREIGHT
PRINCETON IT SERVICES, INC*	\$2,545.52	\$139.70	NO BID	\$0.00
SOS COMPUTERS**	\$2,077.23	\$135.00	\$790.10	\$0.00
VPRIMETECH***	\$2,412.02	\$135.23	NO BID	\$111.93

\*Quoted correct computer - but failed to note whether all specifications complied - also failed to complete the Conflict of Interest Statement

\*\*Originally quoted wrong Vehicle Adaptor - Vendor provided a supplemental quote with correct part and price

\*\*\*Quoted correct computer - but failed to note whether all specifications complied





SOS Computers, LLC  
 dba Technology Express, Tx  
 Kingston, TN 37763  
 phone 800-209-1256 www.techxpress.com fax 800-209-1272

Company **City of Morristown**

Contact **Brian Johnson**

Address **100 West First North Street  
 Morristown, TN 37814**

QUOTE No. **83099**

Date **3/30/2023**

Salesperson **Tim Pierce**

Phone **423-585-4622**

Contact Email **purchasing@mymorristown.com**

Qty	Part #	Description	Unit Price	Total
9	SP27ZADASCXX	GETAC i5-1135G7, Hello Cam Windows 10+8GB, 256GB PCIe SSD (main) SR(LCD+TS+Stylus) US KBD+US Power Cord, Backlit KBD WIFI+BT+4G, GPS+PT, TB4	\$2,077.23	\$18,695.07
9	GE1963-4493	GE1963-4493 120 DC/DC Adapter	\$135.00	\$1,215.00
0	GE-SVFDBBS5Y	B2B+Battery Extended Warranty+ Keep your SSD - Federal Project (Year 1,2,3,4 & 5) Getac, Federal Project Only, B2B+Battery+Keep your SSD, 5 years  Spec Per Bid Documents Provided By Client	\$790.10	\$0.00

Grand Total **\$19,910.07**

Comments **Pricing is Guaranteed for only 30 Days**

GETAC Notebook Computers  
 Bid Date: 3-7-2023 @ 2:00 PM EST

**Thanks for the Opportunity !!**

*Please note - Pricing good for 30 days only and can change if manufacturer changes cost*

# The City of Morristown

Morristown Police Department



## MEMORANDUM

To: Mayor Gary Chesney  
City Council

From: Chief Roger D. Overholt *RDO*

Date: March 31, 2023

Re: Reserve Patrol Officer

I am requesting to hire one reserve officer at the April 4<sup>th</sup> council meeting to backfill a vacancy.

Thank you,

RDO/aw