

WORK SESSION AGENDA

March 7, 2023

4:00 p.m.

1. Agenda Review and Citizen Forum

AGENDA

CITY OF MORRISTOWN, TENNESSEE

CITY COUNCIL MEETING

March 7, 2023

5:00 p.m.

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Reverend Jacqui Griffin, Morristown Police Dept. Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **ADOPTION OF AGENDA**

6. **PROCLAMATIONS/PRESENTATIONS**

1. Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year ending June 30, 2021.

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

8. **APPROVAL OF MINUTES**

1. February 21, 2023

9. **OLD BUSINESS**

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

1. Resolution No. 2023-01 Plan of Services
Resolution adopting a Plan of Services for the annexation of property located at 255 Milburn Street, Morristown, TN.

2. Ordinance No. 4733
Entitled an Ordinance to Annex certain territory and to incorporate same within the corporate boundaries of the city of Morristown, Tennessee. Annexation of property identified as Hamblen County Parcel ID # 032047E C 00800 and currently addressed as 255 Milburn Street with the Zoning Designation of Medium-Density Residential District, R-2.
3. Ordinance No. 4734
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 02202, 855 Thompson Creek Road, from PCD (Planned Commercial District) to R-2 (Medium Density Residential District).
4. Ordinance No. 4735
Entitled an Ordinance to close and vacate certain rights-of-ways within the city of Morristown as located along Combs Lane in the Eastern Quadrant of the City of Morristown.
5. Ordinance No. 4736
Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning from R-2 (Medium Density Residential) to LI (Light Industrial), parts of Tract 1R and Tract 3 of the Final Plat of Jason Leffew Property (Buffalo Trail).
6. Ordinance No. 4737
Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning from R-1 (Single Family Residential) to IB (Intermediate Business), being a portion of the property addressed 644 Witt Road.

10. NEW BUSINESS

10-a. Resolutions

1. Resolution No. 2023-02
A Resolution to Ratify the Amended Morristown-Hamblen Growth Plan.

10-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
To amend ordinance number 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.

10-c. Awarding of Bids/Contracts

1. Authorize a service agreement with GEOServices, LLC for geotechnical exploration services related to the proposed site of the new Fire Station No. 3 on Thompson Creek Road in the amount of \$11,000.
2. Acknowledge receipt of bids for the Landing's HVAC Preventative Maintenance Services, accept the bid from Interstate Mechanical Services as the best and lowest bid, and authorize the City Administrator to enter into a two (2) year agreement with Interstate Mechanical Services to provide HVAC Preventative Maintenance Services totaling \$24,750.00 per year.
3. Acknowledge receipt of bids on February 7, 2023 for the Slate Roof Replacement for Rose Center and authorize the negotiation and execution of a contract with Eskola, LLC for \$314,330.
4. Approval to declare Public Works equipment as surplus.

10-d. Board/Commission Appointments

1. Mayor's appointment(s)/re-appointment(s) to the Morristown Regional Planning Commission for a four (4) year term to expire March 1, 2027; terms expiring Frank McGuffin and Ventrus Norfolk
2. City Council appointment to the Civil Service Board to fill the unexpired term of Joel Hice; term expiring October 1, 2024

10-e. New Issues

1. Approval to hire eight (8) Entry-Level Officers for the Morristown Police Department.
2. Approval to hire one (1) part-time Reserve Officer for the Morristown Police Department.

11. CITY ADMINISTRATOR'S REPORT

1. Line-Item Transfers
 - a. General Fund #110
 - b. Drug Fund #126
 - c. LAMTPO Fund #172
 - d. Sanitation Fund #435
 - e. Storm Water Fund #440

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

WORK SESSION March 7, 2023

1. Downtown Improvements

City Council Meeting/Holiday Schedule.

March 21, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
March 21, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 4, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
April 4, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
April 4, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
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, 2023	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	Thursda	4:00 p.m.	Council Agenda Review & Citizen Forum
July 6, 2023	Thursda	5:00 p.m.	Regular City Council Meeting with Work Session
July 20, 2023	Thursda	4:00 p.m.	Council Agenda Review & Citizen Forum
July 20, 2023	Thursda	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, 2023	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,	Thurs/Fr		City Center Closed – Observance of Thanksgiving Holiday

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
February 21, 2023
5:00 p.m.**

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

As per Title 1; Section 205 of the Code of Ordinances for the City of Morristown Councilmember A'Hearn made a motion that Councilmember Senter shall preside over the City Council meeting in the absence of Mayor Chesney and Mayor Pro Tempore Tommy Pedigo. Councilmember Garret seconded the motion and upon roll call; all voted "aye".

Pastor John Paul Freitag, Senior Chaplain Morristown Police Dept. led in the invocation.

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

Gordon Lintz and members of Rotary Club presented a donation for the Morristown Landing Splash Pad.

Councilmember Al A'Hearn recognized Cadet Colby England for his valorous actions on July 16, 2021 earning him the distinction as a recipient of the Air Force JROTC Gold Valor Medal.

Councilmember Senter opened the floor for citizens comments related to Agenda items. No one spoke.

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

Councilmember A'Hearn made a motion to approve Ordinance No. 4733 on first reading and schedule and schedule a public hearing relative to final passage of said ordinance for March 7, 2023. Councilmember Smith seconded the motion and upon roll call; all voted "aye."

Ordinance No. 4733

Entitled an Ordinance to Annex certain territory and to incorporate same within the corporate boundaries of the city of Morristown, Tennessee. Annexation of property identified as Hamblen County Parcel ID # 032047E C 00800 and currently addressed as 255 Milburn Street with the Zoning Designation of Medium-Density Residential District, R-2.

The request to rezone Hamblen County Tennessee Tax Parcel ID # 032017 02201 from R-2 (Medium Density Residential District) to IB (Intermediate Business District) N. Davy Crockett Parkway/Highway 25E was withdrawn by the applicant. No action taken.

Councilmember A'Hearn made a motion to approve Ordinance No. 4734 on first reading and schedule a public hearing relative to final passage of said ordinance for March 7, 2023. Councilmember Garrett seconded the motion and upon roll call; all voted "aye."

Ordinance No. 4734

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 02202, 855 Thompson Creek Road, from PCD (Planned Commercial District) to R-2 (Medium Density Residential District).

Councilmember Smith made a motion to approve Ordinance No. 4735 on its first reading and schedule a public hearing relative to final passage of said ordinance for March 7, 2023. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4735

Entitled an Ordinance to close and vacate certain rights-of-ways within the city of Morristown as located along Combs Lane in the Eastern Quadrant of the City of Morristown.

Councilmember Garrett made a motion to deny Ordinance No. 4736 on first reading due to spot zoning. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye". This Ordinance is set for second reading and public hearing on March 7, 2023.

Ordinance No. 4736

Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning from R-2 (Medium Density Residential) to LI (Light Industrial), parts of Tract 1R and Tract 3 of the Final Plat of Jason Leffew Property (Buffalo Trail).

Councilmember Garrett made a motion to deny Ordinance No. 4737 on first reading due to spot zoning. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye". This Ordinance is set for second reading and public hearing on March 7, 2023.

Ordinance No. 4737

Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning from R-1 (Single Family Residential) to IB (Intermediate Business), being a portion of the property addressed 644 Witt Road.

Councilmember A'Hearn made a motion to acknowledge receipt of bids for the Farmer's Market & West Main Street Electrical Upgrade project, accept the bid from Shoffner Kalthoff MES, Inc. as the best and lowest bid, and authorize the negotiation of a contract for the same totaling \$232,358.00. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to declare miscellaneous Parks and Recreation Equipment, Public Works vehicles-trailers-tractors, and Police Department equipment as surplus. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to defer the Mayor appointment/re-appointment to the Morristown Regional Planning Commission to the March 7, 2023 City Council meeting. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to appoint Bill Daniels to the Hamblen County Board of Equalization to fill the unexpired term of Robert Russell; term expiring May 1, 2024. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to defer the appointment to the Civil Service Board to the March 7, 2023 City Council meeting. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Mayor Gary Chesney adjourned the February 21, 2023, Morristown City Council meeting at 5:46 p.m.

Mayor

Attest:

City Administrator

DRAFT

PLAN OF SERVICES

RESOLUTION NO. 2023-01

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF 255 MILBURN STREET.

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 #032047E C 00800 currently addressed as 255 Milburn Street, 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 Morristown Utilities Commission 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 Morristown Utility Commission policies shall be at the expense of the property owner or developer.

Water Service

Water for potable use will be provided in accordance with current policies of Alpha-Talbott 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 7th day of March 2023

Mayor

ATTEST:

City Administrator

The City of Morristown

Community Development & Planning



TO: Morristown Regional Planning Commission
FROM: Josh Cole, Planner
DATE: February 14th, 2023
SUBJECT: Annexation Request: 255 Milburn Street

BACKGROUND:

A request for annexation into the corporate limits of Morristown has been received from Jackson Properties & Rentals LLC for property they own at 255 Milburn Street (Hamblen County Parcel ID #032047E C 00800).

The subject parcel does meet the conditions to be annexed as it is located within Morristown's Urban Growth boundary and is contiguous with the city limits as the parcels to the south and west are within the city. The parcel is 0.66 acres in size and contains a single-family residential house. If annexed, staff recommends it be zoned Medium Density Residential District (R-2).



RECOMMENDATION:

Staff recommends approval of the annexation request with a zoning designation of Medium Density Residential District (R-2) and Planning Commission voted 8-0 in support of this request at their February monthly meeting.

ORDINANCE NO. 4733

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

Annexation of property identified as Hamblen County Parcel ID # 032047E C 00800 and currently addressed as 255 Milburn Street with the Zoning Designation of Medium-Density Residential District, R-2, the general location being shown of the attached exhibit A;

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:

BEGINNING at the point of intersection of Parcel 008.00 of Hamblen County Tax Map 047E, Parcel 009.01 of Hamblen County Tax Map 047E, and the Milburn Street right-of-way and heading in a southeasterly direction along the common boundary shared by Parcel 008.00 of Hamblen County Tax Map 047E and the Milburn Street right-of-way to the point of intersection between Parcel 008.00 of Hamblen County Tax Map 047E, the Milburn Street right-of-way, and Parcel 008.04 of Hamblen County Tax Map 047E; Thence heading in a southwesterly direction along the common boundary shared by Parcel 008.00 of Hamblen County Tax Map 047E, Parcel 008.04 of Hamblen County Tax Map 047E to the point of intersection between Parcel 008.00 of Hamblen County Tax Map 047E, Parcel 008.04 of Hamblen County Tax Map 047E, Parcel 014.00 of Hamblen County Tax Map 047E; Thence heading in a northwesterly and then northeasterly direction along the common boundary Parcel 008.00 of Hamblen County Tax Map 047E and Parcel 014.00 of Hamblen County Tax Map 047E to the point of intersection of Parcel 008.00 of Hamblen County Tax Map 047E, Parcel 014.00 of Hamblen County Tax Map 047E, and Parcel 009.01 of Hamblen County Tax Map 047E; Thence, continue in a northeasterly direction along the common boundary shared by Parcel 008.00 of Hamblen County Tax Map 047E and Parcel 009.01 of Hamblen County Tax Map 047E to the point of BEGINNING.

(2) Medium Density Residential District (R-2) 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 February 2023.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 7th day of March 2023.

Mayor

ATTEST:

City Administrator

Exhibit A:



The City of Morristown

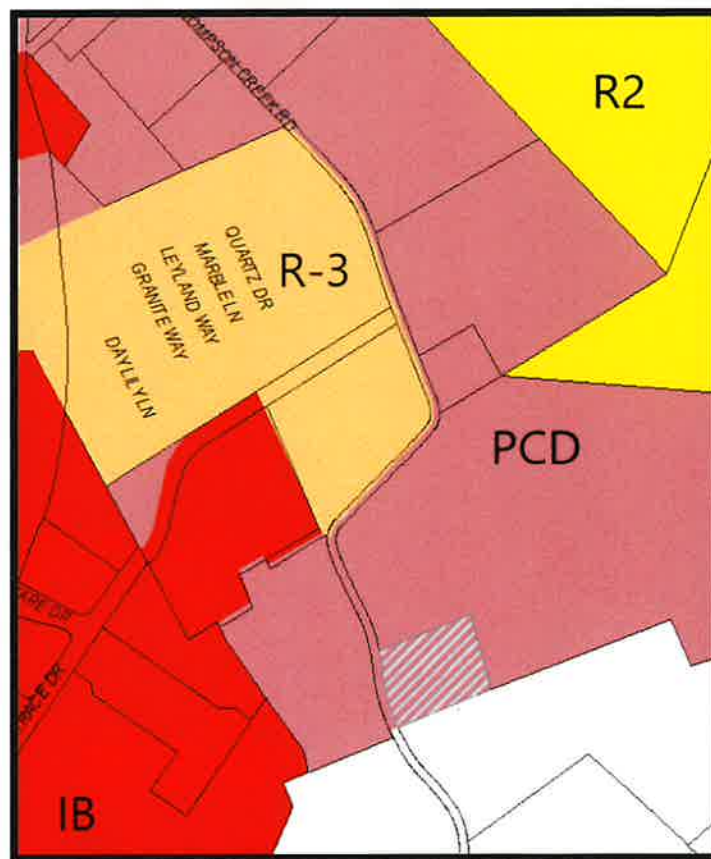
Community Development & Planning



TO: Morristown City Council
FROM: Josh Cole, Senior Planner
DATE: February 21st, 2023
SUBJECT: Rezoning Request from PCD to R-2
855 Thompson Creek Road

BACKGROUND:

Staff has received a request from the property owner Seth Ewing to rezone property located at 855 Thompson Creek Road from PCD (Planned Commercial District) to R-2 (Medium Density Residential District). This parcel is approximately 2 acres in size and contains a residential unit. It is surrounded on Thompson Creek by residential and agricultural uses.



RECOMMENDATION:

As noted above, this parcel contains a residential use and is surrounded by similar uses. Thus, staff recommends the rezoning to R-2 and Planning Commission voted 8-0 in support of this request.

ORDINANCE NO. 4734

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 02202 from PCD (Planned Commercial District) to R-2 (Medium 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 from PCD (Planned Commercial District) to R-2 (Medium Density Residential District),

BEGINNING at the intersection of the eastern boundary of Thompson Creek Road right-of-way, Parcel 022.00 of Hamblen County Map 034, and Parcel 022.02 of Hamblen County Tax Map 034 and heading in a southerly direction along the common boundary shared by Parcel 022.02 of Hamblen County Tax Map 034 and Thompson Creek Road right-of-way to the point of intersection between Parcel 022.02 of Hamblen County Tax Map 034, Thompson Creek Road right-of-way, and Parcel 023.00 of Hamblen County Tax Map 034; Thence heading in a easterly direction along the common boundary shared by Parcel 022.02 of Hamblen County Tax Map 034 and Parcel 023.00 of Hamblen County Tax Map 034 to the point of intersection between Parcel 022.02 of Hamblen County Tax Map 034, Parcel 023.00 of Hamblen County Tax Map 034, and Parcel 022.00; Thence in a northerly and then westerly direction along the common boundary shared by Parcel 022.00 of Hamblen County 034 and Parcel 022.02 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 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 February 2023.

Mayor

ATTEST:

City Administrator

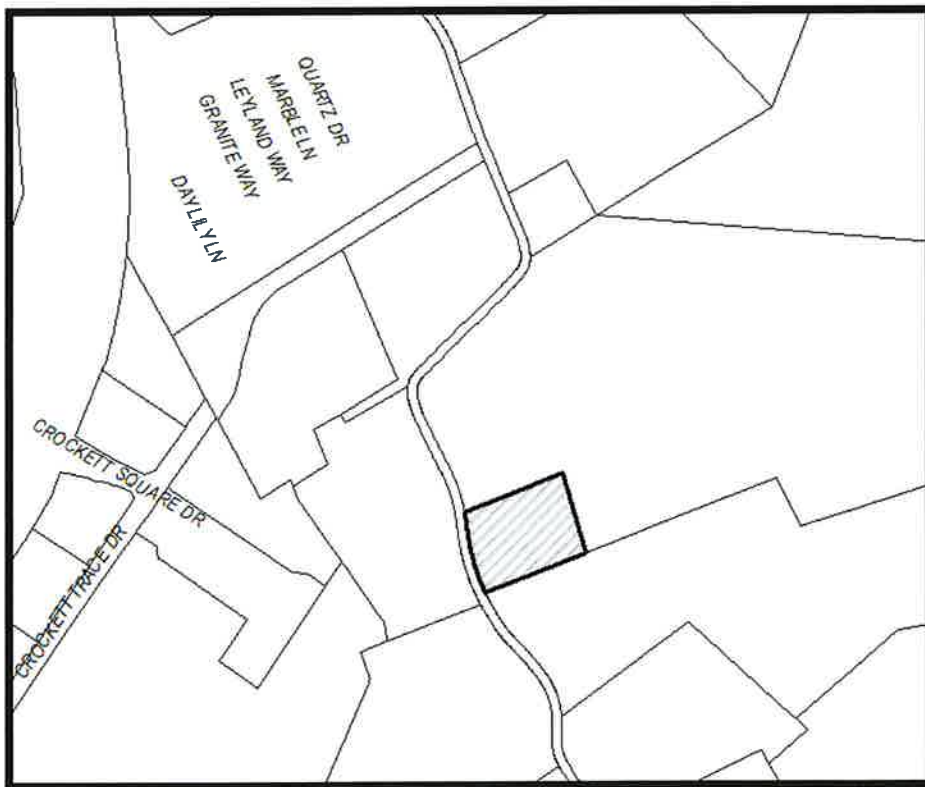
Passed on second and final reading the 7th day of March 2023

Mayor

ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Lori Matthews
DATE: February 21st, 2023
REQUEST: Right-of-Way Vacating

Property owner(s) Wayman and Becky Skelton are asking that a City rights-of-way be closed at the end of Combs Lane, which is located between North Davy Crockett Parkway and Apple Blossom Lane in east Morristown. This 200+/- foot undeveloped right-of-way is shown as an entrance onto Davy Crockett Parkway; however, Staff feels this access was probably abandoned long ago by TDOT. There exists on-site a residence who will have a platted transportation access to the end of Combs Lane.

Neither the City's Public Works Department or Morristown Utilities has any concerns over this right-of-way being closed.

RECOMMENDATION:

The Morristown Regional Planning Commission at their February 14th (2023) meeting voted unanimously to recommend this right-of-way abandonment to City Council.



ORDINANCE NO. 4735

ENTITLED AN ORDINANCE TO CLOSE AND VACATE CERTAIN
RIGHTS-OF-WAYS WITHIN THE CITY OF MORRISTOWN

*{Located along Combs Lane in the eastern quadrant of the City of
Morristown;}*

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

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

NOW THEREFORE:

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

An undeveloped right-of-way at the terminus of Combs Lane with State Highway 25E/North Davy Crockett Parkway as shown on the attached Exhibit A;

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

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

Passed on first reading the 21st day of February, 2023.

Mayor

ATTEST:

City Administrator

Passed on second and final reading this the 7th day of March, 2023.

Mayor

ATTEST:

City Administrator

Exhibit A –



The City of Morristown

Community Development & Planning



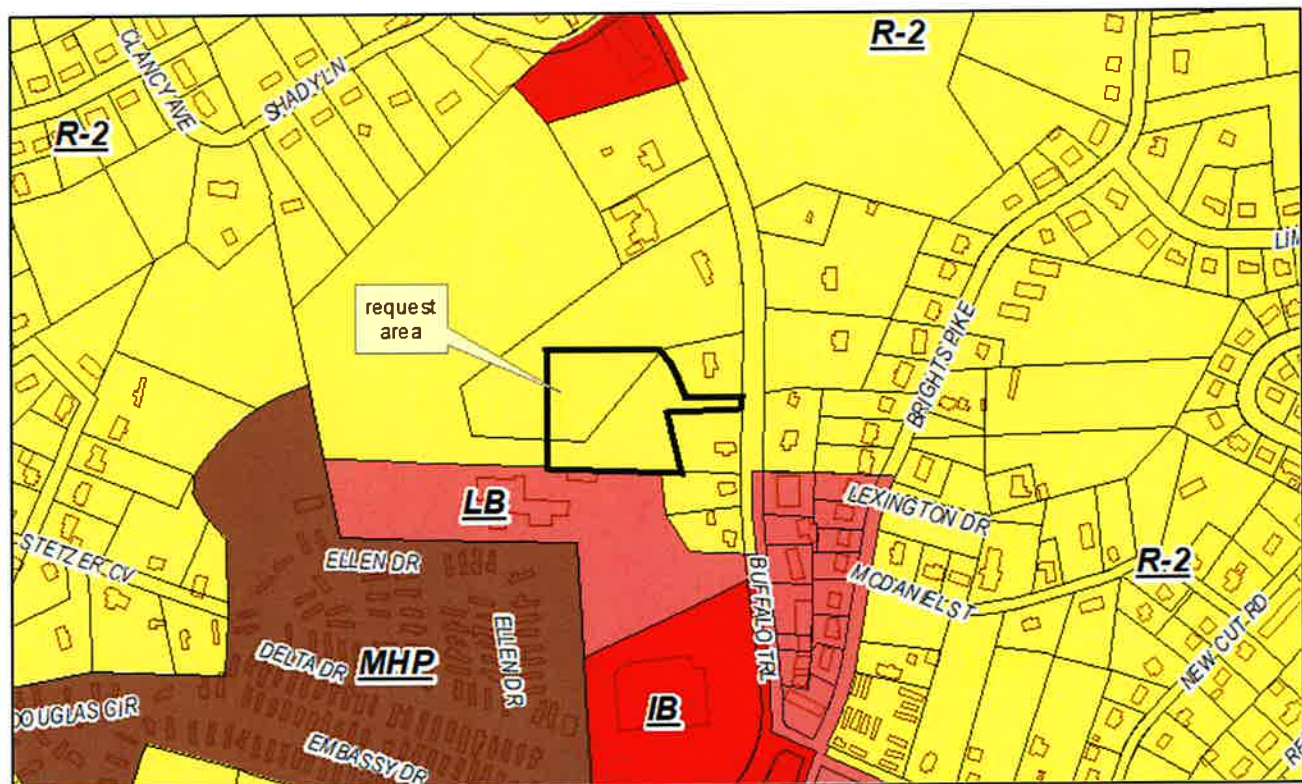
TO: Morristown City Council
FROM: Lori Matthews
DATE: February 21st, 2023
REQUEST: Rezoning Request

Property owner Jason Leffew is asking to have a portion of his properties, 2161 Buffalo Trail, and that parcel which adjoins 2161 Buffalo Trail to the south, having Hamblen County Tax Parcel ID # 025 022.01, rezoned from their current designation of R-2 (Medium Density Residential) to LI (Light Industrial). The reason behind this request is to allow Mr. Leffew to continue to operate his business, Leffew Dirt Working Services, on the site. Construction businesses or laydown yards are not allowed uses under the City's Medium Density Residential zones.

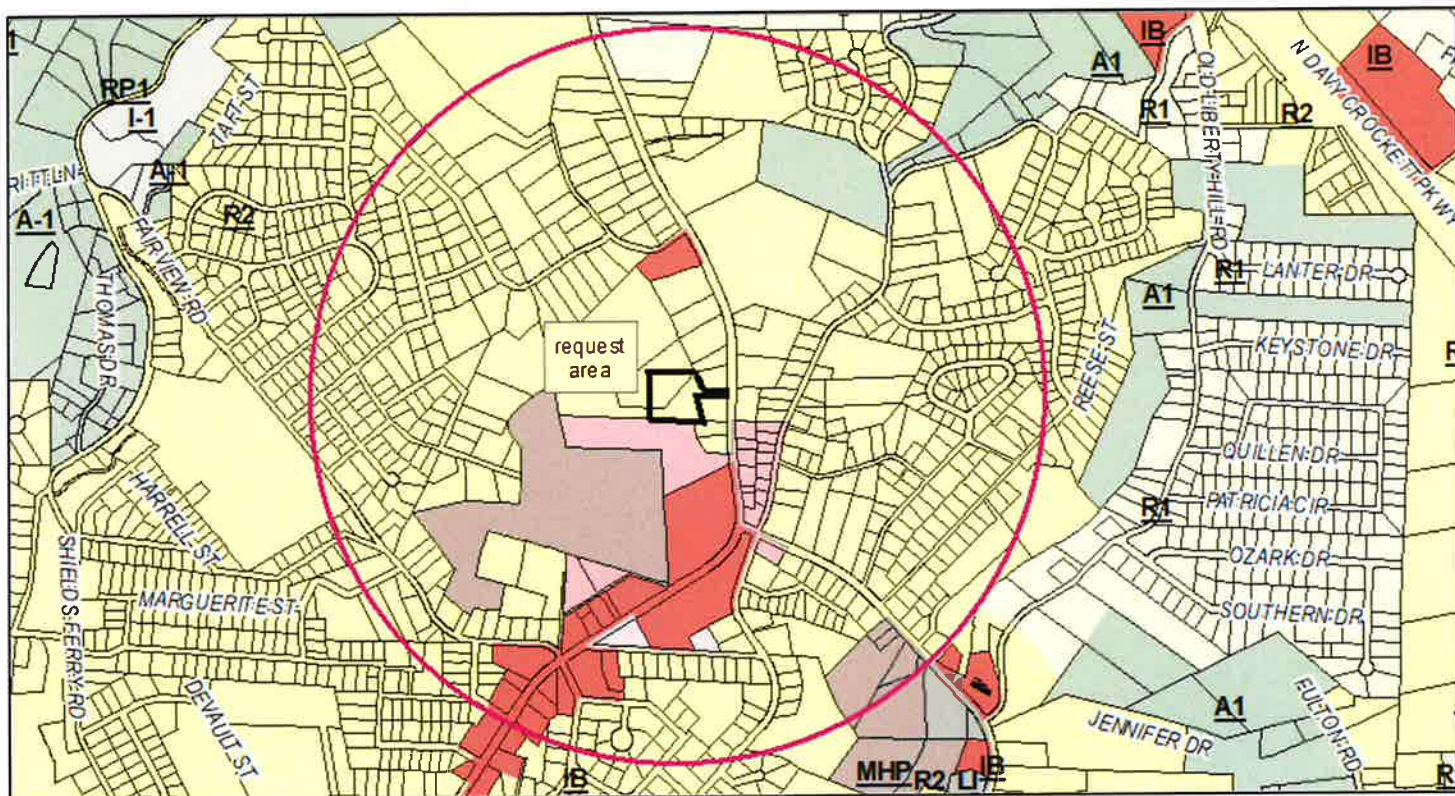
This same request came before the Planning Commission in 2021. A recommendation to deny the request was forwarded on to City Council.

The request area, as shown by the attached application submittal, has been estimated to be around 2.75 acres in size. If approved, it will result in two tracts being zoned to allow both residential use (R-2) and manufacturing uses (LI). Dual zoned property is not ideal under any circumstance as regulations can vary greatly between the districts and uses.

As shown on the accompanying zoning map, the subject site is surrounded by residential zoning (R-2) and residential uses. While Panther Steel does adjoin the applicant's property to the south, it is zoned Local Business (LB). Currently, Panther Steel employs only a handful of people and has little, if any, impact to the surrounding neighborhood.



As the request is for Light Industrial zoning, Staff has attached a map (below) showing the nearest like zoning, which is 2,500 linear feet from the applicant's request area. In addition, the nearest high-intensive business is roughly 500 feet from the request area. (Walmart) Based on the surrounding zoning and land uses, approval of this request would result in two parcels being spot zoned, the definition of which is provided as *the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area for the benefit of the property owner and detriment of other owners.*



RECOMMENDATION:

The Morristown Regional Planning Commission unanimously voted to forward a recommendation to deny this rezoning request to City Council at their regular meeting of February 14th, 2023.

ORDINANCE NO. 4736

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

{Rezoning from R-2 (Medium Density Residential) to LI (Light Industrial), parts of Tract 1R and Tract 3 of the Final Plat of Jason Leffew Property, 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:

As shown on the attached Exhibit A and boundary survey as provided by the applicant:

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

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 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 February 2023.

Mayor

ATTEST:

City Administrator

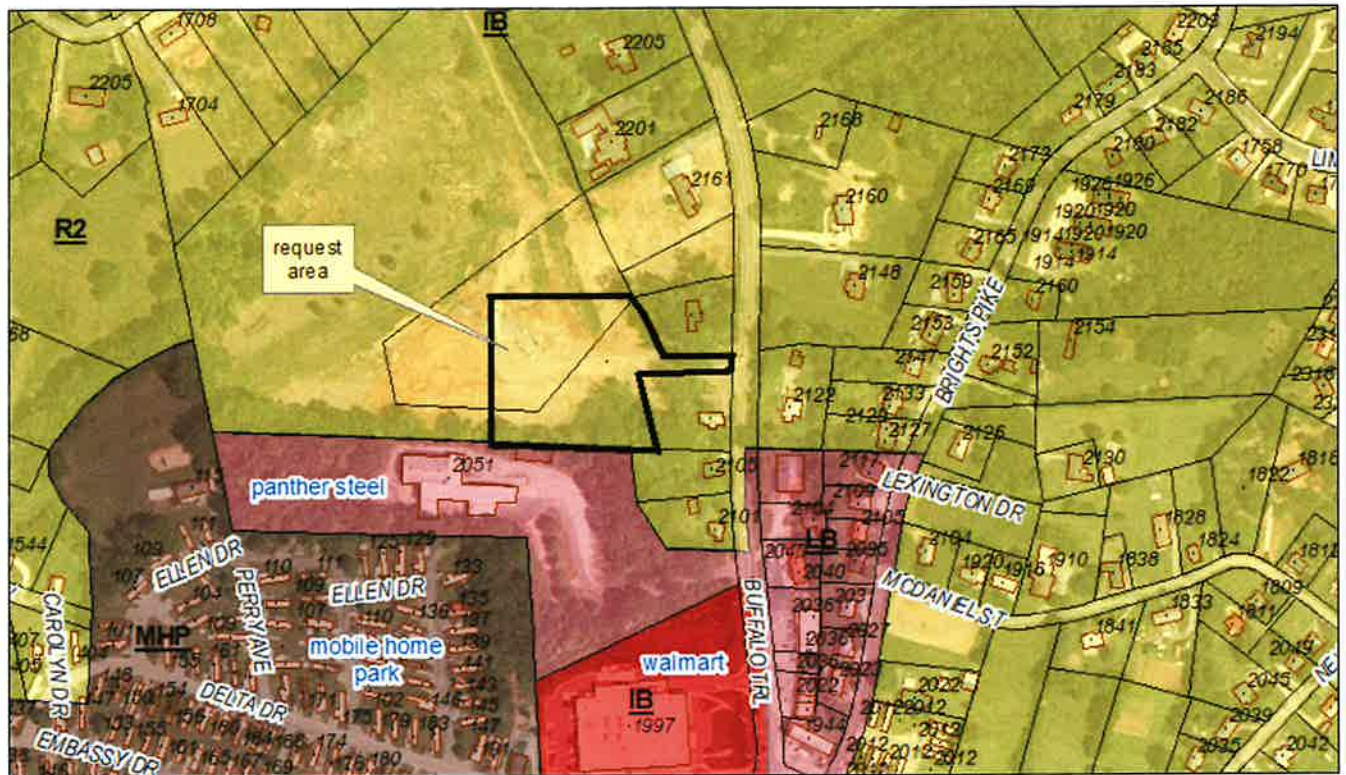
Passed on second and final reading the 7th day of March 2023.

Mayor

ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Lori Matthews
DATE: February 21st, 2023
REQUEST: Rezoning Request

Property owner(s) Cesar and Irma Soto are asking to have a portion of their property, 644 Witt Road, rezoned from its current designation of R-1 (Single Family Residential) to IB (Intermediate Business). The reason behind the request is to allow a larger garage than would be allowed were the property to remain residentially zoned.

While there are located, between the Norfolk-Southern Railroad and South Davy Crockett Parkway, several pockets of land, zoned and used for manufacturing purposes, the location of the request itself is surrounded by single-family zoning and residential housing. As the subject site is surrounded by residential zoning and uses, approval of the request to zone the property for commercial use would be considered spot zoning. In addition, were the property rezoned for commercial use, although Mr. Soto is requesting the rezoning to accommodate a garage, the property could be used for a variety of commercial uses, many of which would be incompatible with the surrounding housing.

RECOMMENDATION:

The Morristown Regional Planning Commission at their February 14th (2023) meeting voted unanimously to forward a recommendation of denial to the City Council.



ORDINANCE NO. 4737
ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B.

{Rezoning the general location as shown on the attached exhibit A, from R-1 (Single Family Residential) to IB (Intermediate Business), being a portion of the property addressed 644 Witt Road .}

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:

Being a portion of the property addressed as 644 Witt Road;

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from R-1 (Single Family Residential) to IB (Intermediate Business);

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 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 February 2023.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 7th day of March, 2023.

Mayor

ATTEST:

City Administrator

Exhibit A:



RESOLUTION NO. 2023-02

A RESOLUTION OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE TO RATIFY THE AMENDED MORRISTOWN-HAMBLÉN URBAN GROWTH PLAN.

WHEREAS, the City of Morristown and the Hamblen County Commission held A joint public hearing on September 29, 2022, the City of Morristown held a public hearing on October 18, 2022 and Hamblen County held a public hearing on October 20, 2022 to consider amendments to Morristown-Hamblen Growth Plan; and

WHEREAS, the Morristown-Hamblen Coordinating Committee held a public hearing on November 16, 2022, December 7, 2022 and February 9, 2023 to consider amendments to the Morristown-Hamblen Growth Plan; and

WHEREAS, the Morristown-Hamblen Coordinating Committee has recommended an amended Morristown-Hamblen Growth Plan meeting the requirements of State of Tennessee's Public Chapter 1101.

NOW, THEREFORE, BE IT RESOLVED, that the City of Morristown hereby ratifies the Amended Morristown-Hamblen Growth Plan (Exhibit A).

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon its passage and approval.

ADOPTED during regular session of City Council this 7th day of March, 2023.

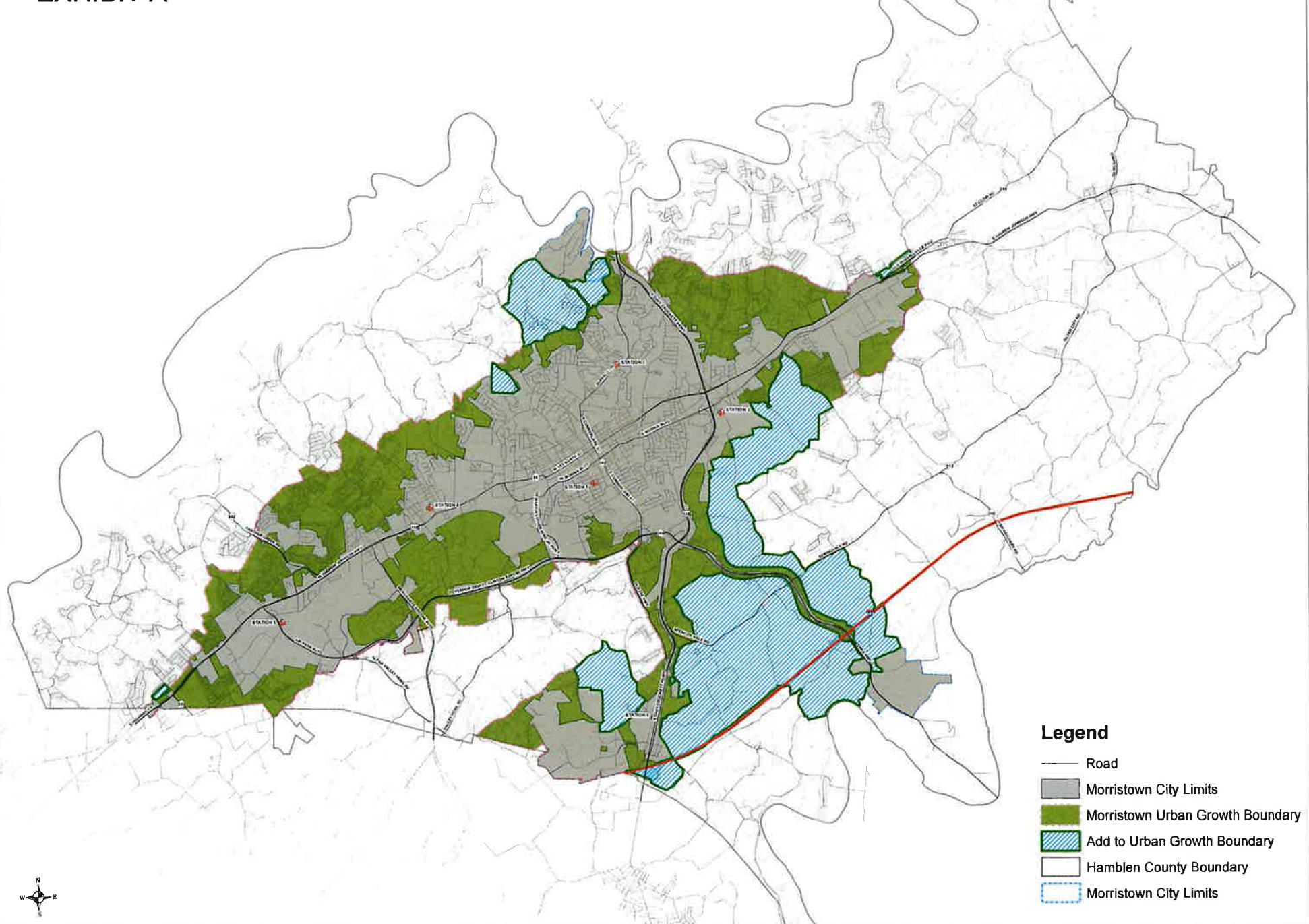
Mayor

ATTEST:

City Administrator

EXHIBIT A

Proposed UGB Growth Boundary



APPROPRIATION ORDINANCE

Ordinance Number:

4713.07

To amend ordinance number 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.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 4713 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2022-2023 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	FUND BALANCE / REVENUE		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General Fund (110)	Legal Services	41660.532	Judgement Fees & Court Costs			\$ 96,570	
General Fund (110)	Fund Balance	110.27234	Assigned - Kennebeck		\$ 53,430		
General Fund (110)	Police Patrol	42120-419	Small Tools & Equipment			\$ 1,000	
General Fund (110)	Revenue	110.34740	Donations Police	\$1,000			
General Fund (110)	Debt Service	49100-731	Debt Interest			\$ 96,550	
General Fund (110)	Revenue	110.36700	Miscellaneous	\$96,550			
General Fund (110)	Other Debt Service	49300.698	Other Debt Service			\$ 4,503,304	
General Fund (110)	Bond Expenditures	49300.605	Underwriter's Discount			\$ 46,892	
General Fund (110)	Bond Expenditures	49300.606	Other Issuance Cost			\$ 67,295	
General Fund (110)	Other Funding Sources	110.49100	Bonds Issued	\$4,500,000			
General Fund (110)	Other Funding Sources	110.49410	Premium on Bonds Issued	\$117,491			
General Fund (110)	Airport	48100-399	Other Contracted Services			\$ 175,000	
General Fund (110)	Revenue	110.33585	TDOT Aeronautics Grant	\$157,500			
General Fund (110)	Public Works	43160.971	Motor Equipment			\$ 409,000	
General Fund (110)	Revenue	110-36330	Sale of Equipment	\$220,000			
General Fund (110)	Police Administration	42110-343	Natural Gas & Propane			\$ 7,815	
General Fund (110)	Fire Administration	42110-343	Natural Gas & Propane			\$ 1,430	
General Fund (110)	Facilities Maintenance	42120.343	Natural Gas & Propane			\$ 10,000	
General Fund (110)	Public Works	43140.399	Other Contracted Services			\$ 45,000	
General Fund (110)	Public Works	43140.433	Vehicle Parts Oil Fluids Tires ect			\$ 39,100	
General Fund (110)	Public Works	43150.111	Wages & Salaries			\$ 7,550	
General Fund (110)	Public Works	43150.345	Electricity			\$ 56,500	
General Fund (110)	CDBG	46510.801	Grants & Other Subsidies			\$ 35,000	
General Fund (110)	Revenue	110.31600	Local Option Sales Tax	\$452,035			
General Fund (110)	Planning	41700.341	Electricity			\$ 88	
General Fund (110)	PW - Street Lights	43150.341	Electricity			\$ 56,453	
General Fund (110)	Parks & Rec Maintenance	44430.341	Electricity			\$ 7,677	

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	FUND BALANCE / REVENUE		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General Fund (110)	Planning	41700.343	Natural Gas & Propane			\$ 1,340	
General Fund (110)	Codes Enforcement	41710.343	Natural Gas & Propane			\$ 206	
General Fund (110)	GIS	41810.343	Natural Gas & Propane			\$ 559	
General Fund (110)	Inspections	42400.343	Natural Gas & Propane			\$ 7,815	
General Fund (110)	Police Administration	42110.343	Natural Gas & Propane			\$ 1,430	
General Fund (110)	Fire Administration	42210.343	Natural Gas & Propane			\$ 3,108	
General Fund (110)	Fire Stations	42230.343	Natural Gas & Propane			\$ 612	
General Fund (110)	Facilities Maintenance	43120.343	Natural Gas & Propane			\$ 9,654	
General Fund (110)	Planning	41700.345	Telephone Services			\$ 2,765	
General Fund (110)	Codes Enforcement	41710.345	Telephone Services			\$ 1,625	
General Fund (110)	GIS	41810.345	Telephone Services			\$ 1,977	
General Fund (110)	Inspections	42400.345	Telephone Services			\$ 5,215	
General Fund (110)	Police Administration	42110.345	Telephone Services			\$ 24,464	
General Fund (110)	Fire Stations	42230.345	Telephone Services			\$ 4,390	
General Fund (110)	Firefighting	42240.345	Telephone Services			\$ 2,558	
General Fund (110)	PW - Brush & Bulk	43160.345	Telephone Services			\$ 392	
General Fund (110)	Codes Enforcement	41710.342	Water & Sewer			\$ 279	
General Fund (110)	Revenue	110.31600	Local Option Sales Tax	\$132,607			
			Totals	\$ 5,677,183	\$ 53,430	\$ 5,730,613	\$ -

PASSED ON FIRST READING THIS 7th DAY OF MARCH 2022

Mayor Signature

ATTEST:

City Administrator Signature

PASSED ON SECOND READING THIS 21st DAY OF MARCH 2023

Mayor Signature

ATTEST:

City Administrator Signature



Morristown City Council Agenda Item Summary

Date: March 7, 2023

Agenda Item: Authorize a service agreement with GEOServices, LLC for geotechnical exploration services related to the proposed site of the new Fire Station No. 3 on Thompson Creek Road in the amount of \$11,000.

Prepared By: Andrew Ellard

Subject: Geotechnical Engineering Services

Background: The city previously hired GEOS to do preliminary sampling at this site before engaging in more substantial civil engineering on the project. Since that time, based on preliminary site designs, more targeted boring/sampling can be conducted.

Findings/Current Activity:

More targeted boring/sampling will ensure that better data is available for the design of foundations and other surfaces within the development.

Financial Impact:

The cost of this phase of services is \$11,000 and will be charged to general capital projects as the other costs associated with new Fire Station No. 3. The Public Works Department was able to save some cost off of this contract by utilizing the new forestry mulcher on the site to clear for access to boring/sampling locations.

Action options/Recommendations:

Staff recommends authorizing the agreement.

Attachment: Proposal and Service Agreement from GEOS



February 17, 2023

City of Morristown
P.O. Box 1499
Morristown, Tennessee 37816

ATTENTION: Mr. Andrew Ellard
aellard@mymorristown.com

Subject: **PROPOSAL FOR GEOTECHNICAL EXPLORATION**
Morristown Fire Station No. 3
Thompson Creek Road
Morristown, Tennessee
GEOservices Proposal No. 11-23150

Dear Mr. Ellard:

GEOservices, LLC is pleased to provide you with our proposal for geotechnical services for the subject project. This proposal provides our understanding of the scope of services to be performed, an estimate of fees, proposed schedule, and establishes contractual agreements. Our Agreement for Services is attached to this proposal and is incorporated as a part of this proposal.

PROJECT INFORMATION

Project information was provided during telephone conversations and in email correspondence with you dating from February 13, 2023. Included with the email was a drawing titled "Morristown Fire Station #3 – Site Concept", by Mattern & Craig, undated.

We understand it is proposed to develop an approximately 10.5-acre property located east of Thompson Creek Road (Parcel ID 034 016.00) in Morristown, Tennessee. We understand the property is being developed as the new City of Morristown Fire Station #3. The provided drawing indicates the site development will include the new fire station building, a 20 by 45 foot tower pad, 24 by 24 foot pavilion pad, paved access drives and parking areas, gravel pad and stormwater detention ponds. Figure 1 shows the provided drawing overlain on an aerial image of the site (including the existing boring and test pit locations).

Figure 1 – Proposed Morristown Fire Station No. 3



Detailed information regarding the proposed structural types has not yet been developed; however, we have assumed the proposed fire station structure will be 1 to 2-stories in height and of steel-frame or concrete masonry construction with a brick or composite veneer. We have assumed the fire station building will have maximum individual column and continuous wall foundation loads of less than about 150 kips and 5 kips per linear foot, respectively.

Information from the Morristown-Hamblen County GIS topographic maps indicates that existing grades range from about 1,358 feet Mean Sea Level atop a knoll in the south along Thompson Creek Road down to about 1,286 feet in the north near Spring Creek. The existing site grades within the proposed fire station building and pavement areas range from about 1,310 to 1,330 feet MSL. We have assumed earthwork cuts and fills of less than about 15 feet will be required to reach proposed finished grade.

Our review of historical aerial images indicates the property was agricultural land until about 2007 when portions appear overgrown with some earthwork grading apparent in the south. The site has remained relatively unchanged since, with the exception of periods of additional earthwork grading in the southern area. The existing site ground cover consist of trees, underbrush, bare earth, gravel and grasses. Spring Creek crosses the northern area of the site.

GEOServices has previously performed a preliminary exploration of the site. The results of the preliminary geotechnical exploration were presented in the “Report of Preliminary Geotechnical Exploration – Morristown Fire Station”, dated September 19, 2022.

The purpose of the geotechnical exploration is to explore subsurface conditions and provide geotechnical recommendations for the proposed development. The assessment of site environmental conditions for the presence of pollutants in the soil, rock, or ground water of the site is beyond the proposed scope of this exploration.

GEOTECHNICAL SERVICES

We propose to explore the site subsurface conditions by drilling 15 soil test borings. Figure 2 shows the approximate proposed boring locations. We will also use the borings and test pit information from the preliminary exploration.

Figure 2 – Proposed Approximate Boring Locations



Clearing to access the borings and allow drilling in the wooded and underbrush covered areas will be required. We understand the clearing will be performed by City personnel and equipment. GEOServices can be present during the clearing to direct the operator to the boring locations. Less than one day of clearing is anticipated.

The borings within the building footprint and tower pad areas will be drilled to depths of 20 to 30 feet, while the borings in the pavement and stormwater pond areas will be drilled to depths of 10 to 15 feet below the existing ground surface. The borings will be drilled to the assigned depths, or auger refusal, whichever is first encountered. The maximum total soil test boring footage for the project is estimated as 265 linear feet.

Standard Penetration Tests (SPT) will be performed at 2½ foot intervals in the upper 10 feet and at 5 foot intervals thereafter. Rock coring, to explore auger refusal materials, is not included in our scope of services. The borings will be backfilled with soil cuttings prior to leaving the site.

The soil samples will be returned to our laboratory where they will be reviewed by a member of our geotechnical staff to visually classify the soils and to select representative samples for testing. We presently anticipate that selected samples may be subjected to moisture content and Atterberg limits laboratory testing.

Our services will culminate with a written report prepared by a geotechnical engineer or project staff professional under the review of a senior engineer licensed in Tennessee. The report will provide a summary of the subsurface conditions encountered in the test borings and present geotechnical recommendations for design and construction of the foundation system. The report will also include:

- Figures showing the site location and approximate boring locations.
- The laboratory test results.
- The graphical boring logs showing vertical sections, including the boring number and the visual-manual soil classification according to the Unified Soil Classification System identified with the appropriate letter symbol for each soil type.
- A description of the existing site surface conditions and summary of the subsurface conditions encountered in the borings.
- The soil nature and origin, including changes resulting from man's activities and stream erosion/deposition.

- Recommendations for soil related construction including site preparation, fill construction, and ground water control.
- Earthwork construction criteria, including the suitability of the site soils for reuse as fill, subgrade support conditions, stabilization recommendations, and fill compaction criteria.
- Unsatisfactory soil conditions and recommended remedial measures.
- A discussion of anticipated difficult excavation.
- Recommendations for the design and construction of shallow foundations.
- Recommendations for the design and construction of concrete slabs-on-grade, including subgrade modulus and subgrade material.
- Recommended lateral earth pressures for the design of subsurface walls.
- Recommended seismic design parameters from the 2018 International Building Code (IBC) including: 1) site class definition based on the SPT N-values; 2) spectral accelerations for short periods, 0.2 seconds, SS and for 1-second periods, S1; and 3) the five-percent damped design spectral response acceleration at short periods, SDS, and at 1 second periods, SD1.
- Recommended light and heavy-duty asphalt and concrete pavement thicknesses.

PROJECT SCHEDULE AND FEES

Based on the scope of services described above, the lump sum cost to perform the geotechnical exploration, including soil test borings and reporting, will be **\$11,000**. Should conditions be encountered such that additional services appear to be in the best interest of the project, we would contact you with our recommendations prior to proceeding with services beyond the scope of this proposal. If required by subsurface conditions, additional soil test borings can be performed for a fee of \$23 per linear foot.

Based on our current schedule, we are prepared to initiate our geotechnical services upon receipt of your written authorization to proceed. Per Tennessee law, a three-day utility clearance period is required before any excavation can begin. Upon your authorization, we will contact Tennessee 811 service for utility clearance. TN 811 will provide location of public utilities; any private utility location will be the responsibility of the owner. We presently anticipated the field work can be completed within about three weeks after authorization. The report will follow about two weeks after completion of the field work.

CONTRACTUAL AGREEMENTS

GEOServices Agreement for Services is attached and is incorporated as a part of this proposal. Our Agreement for Services is attached and is incorporated as a part of this proposal. Please indicate your

acceptance of our proposal by signing and returning one copy to our office. A facsimile transmittal of the signature page of the contract will be considered suitable written authorization. However, GEOServices will issue the final report only after the receipt of a signed copy of this contract.

CLOSING

Again, thank you for the opportunity to be of service to you on this project. If you should have any questions, or need any further information, please do not hesitate to contact us.

Sincerely,
GEOServices, LLC



Matthew B. Haston, P.E.
Senior Geotechnical Engineer



W. Ros Kingery III, P.E.
Vice President

Attachments: Agreement for Services

AGREEMENT FOR SERVICES

Date: February 17, 2023

GEOServices, LLC
 (hereafter Consultant)

Address: **2561 Willow Point Way**
 City: **Knoxville**
 State: **Tennessee** Zip: **37931**

Telephone: **865-539- 8242**
 Fax: **865-539- 8252**

Email: **rkingery@geoservicesllc.com**

Client Name: **City of Morristown**
 (hereafter Client)

Address: **P.O. Box 1499**
 City: **Morristown**

State: **Tennessee** Zip: **37816**

Telephone:

Fax:

Email:

PROJECT INFORMATION

Project Name: **City of Morristown Fire Station #3**

Project Location: **Morristown, Tennessee**

SERVICES TO BE RENDERED

Proposal Number: **11-23150** Dated: **February 17, 2023** is incorporated into this Agreement For Services. This Agreement For Services is incorporated into the above Proposal.

WITNESSETH: WHEREAS, Client desires to contract with Consultant to furnish Services to Client's project identified above.

WHEREAS, Consultant is engaged in the business of providing Services and related labor, materials, and equipment. (Herein individually and collectively referred to as Services.)

NOW, THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

1. **OFFER ACCEPTANCE:** Client hereby accepts Consultant's offer to provide Services as described in Consultant's proposal for Services referenced under "SERVICES TO BE RENDERED" and agrees that such Services and any additional Services authorized by Client shall be governed by this Agreement. **If Client requests Consultant to start performing Services prior to receipt of this Agreement, Client agrees that Consultant's beginning of performance is based on reliance that Client will accept and execute this Agreement for Services. If Client requests Consultant to start performing Services prior to the execution of this Agreement For Services by the Client, then such request is an acceptance of this Agreement for Services to the same extent as if Client had executed this Agreement.** Should Client choose to accept this Agreement for Services through the use of a Purchase Order, all preprinted terms and conditions on Client's purchase order are inapplicable to this Agreement as this Agreement is for Services that are not compatible with purchase order agreements. Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, ninety (90) days from the date of issue.

2. **CONTRACT DOCUMENTS:** "Contract Documents" shall mean this document as well as the proposal listed under "SERVICES TO BE RENDERED" each of which is incorporated into the other.

3. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not established under SERVICES TO BE RENDERED, then the current fee schedule in effect for the location providing the Services shall be used as the amount to be paid by Client for Services provided. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late payment fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project. Consultant shall be paid in full for all Services rendered under this Agreement, including any additional Services authorized by Client in excess of those stated in this Agreement. Without incurring any liability to the Client, Consultant may either suspend or terminate this Agreement if Client fails to pay any undisputed invoice amounts within 60 calendar days of the invoice date, or if Client states its

intention not to pay forthcoming invoices. Such suspension or termination will not waive any other claim Consultant may have against Client. Following such suspension or termination, Consultant may resume work by mutual agreement with Client after payment by Client of all outstanding invoiced amounts and collection expenses. In case of such suspension or termination, Client waives all claims for damages or delay as a result of such suspension or termination.

Any invoices that are not paid within thirty (30) calendar days of Client's receipt of letter from Consultant demanding payment of the invoices or a collection action notification by an attorney or collection agency shall constitute a release of Consultant by Client from any all claims whatsoever, including, but not limited to, tort or contractual claims which Client may have against Consultant for Services performed under said invoice(s).

4. STANDARD OF CARE: Consultant and its agents, employees and subcontractors shall endeavor to perform Services for Client using that degree of care and skill ordinarily exercised, under similar circumstances, by others ordinarily providing Services in the same or similar locality as the project at the time Services are provided. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.** This **STANDARD OF CARE** is in lieu of all other warranties and standards of care. No other warranty or standard of care, expressed or implied, is made or intended by this Agreement, or by the proposal, by oral communications, or by any representations made regarding the Services included in this Agreement.

5. LIMITATION OF LIABILITY: CONSULTANT AND CLIENT MUTUALLY AGREE THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT INVOLVE RISKS OF LIABILITY WHICH CANNOT BE ADEQUATELY COMPENSATED FOR BY THE PAYMENTS CLIENT WILL MAKE UNDER THIS AGREEMENT. THEREFORE, THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERRORS OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT OR FIFTY THOUSAND DOLLARS, WHICHEVER IS GREATER. CLIENT AGREES THAT PAYMENT OF THE LIMIT OF LIABILITY AMOUNT IS THE SOLE REMEDY TO THE EXCLUSION OF ALL OTHER REMEDIES AVAILABLE FOR THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. AT ADDITIONAL COST, CLIENT MAY OBTAIN A HIGHER LIMIT OF LIABILITY PRIOR TO COMMENCEMENT OF SERVICES. THE ADDITIONAL COST IS COMPENSATION TO CONSULTANT FOR INCREASING THE CONSULTANT'S LIMIT OF LIABILITY. THE ADDITIONAL COST IS NOT AN INSURANCE COST. THE HIGHER LIMIT OF LIABILITY APPLIES ONLY IF MUTUALLY AGREED TO IN WRITING BY CONSULTANT AND CLIENT AT THE TIME CLIENT ACCEPTS THIS AGREEMENT FOR SERVICES AND THE ADDITIONAL COST PAID WITHIN SEVEN DAYS OF THE DATE OF THE MUTUAL AGREEMENT TO INCREASE THE LIMIT OF LIABILITY.

6. DISCLAIMER OF CONSEQUENTIAL DAMAGES: In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits and loss of use rising from or related to Services provided by Consultant.

7. REPORTS: In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to Client are instruments reflecting the Services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of Service provided by Consultant to Client pursuant to this Agreement are provided for the exclusive use of Client, and Client's agents and employees for the Project and are not to be used or relied upon by third parties or in connection with other projects. Subject to the authorized use of Client, and Client's agents, and employees, all Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Unless a shorter period is stated in the Instrument of Service, all Instruments of Service provided pursuant to this Agreement will be valid for a period of three years from the date of this Agreement after which the Instruments of Service are void and can no longer be used or relied upon by anyone for any purpose whatsoever. The period for which an Instrument of Service is valid may be extended by mutual written consent of the Consultant and Client.

Documents that may be relied upon by Client are limited to the printed copies (also known as hardcopies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics or of other types that are furnished by Consultant to Client are only for the convenience of Consultant and Client. Any conclusion or information obtained or derived from such electronic files will be at the Client's or other user's sole risk. Data stored in electronic format can deteriorate or be modified inadvertently or otherwise. Consultant shall not be responsible to maintain documents stored in electronic media.

Consultant shall not be responsible for any alterations, modifications, or additions made in the electronic data by the Client or any reuse of the electronic data by the Client or any other party for this project or any other project without Consultant's written consent. Client shall indemnify, and hold Consultant harmless against any claims, damages or losses arising out the reuse of the electronic data without Consultant's consent or arising out of alterations, modifications, or additions to the electronic data made by anyone other than Consultant.

Any Instruments of Service, including reports, generated as part of this Agreement are intended solely for use by Client and shall not be provided to any other person or entity without Consultant's written authorization. To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against any action or claim brought by any person or entity claiming to rely on the information or opinions contained in the Instrument of Service without Consultant's written authorization.

8. **SAFETY:** Consultant specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements. Field Personnel: The presence of Consultant's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation or field testing of specific aspects of the project as authorized by Client. Should Client retain the Services of a Contractor(s) for the project, Consultant is not responsible in any way whatsoever for the supervision or direction of the work of the Contractor(s), its' employees or agents. The presence of Consultant's field personnel for project administration, assessment, observation or testing shall not relieve the Contractor(s) of his responsibility for performing work in accordance with the project plans and specifications. If a Contractor (not a subcontractor of Consultant) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the Contractor will be solely responsible for working conditions on the jobsite, including safety of all persons and property during performance of the work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that Consultant will not be responsible for job or jobsite safety on the project, other than for Consultant's employees and subcontractors, and that Consultant does not have the duty or right to stop the work of the Contractor.

9. **CONFIDENTIALITY:** Subject to any obligation Consultant may have under applicable law or regulation, Consultant will endeavor to release information relating to the Services only to its employees and subcontractors in the performance of the Services, to Client's authorized representative(s) and to persons designated by the authorized representative to receive such information.

10. **SAMPLES:** Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for a mutually acceptable storage charge and period of time. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.

11. **REPRESENTATIONS OF CLIENT:** Client warrants and covenants that sufficient funds are available or will be available upon receipt of Consultant's invoice to make payment in full for the Services rendered by Consultant. Client warrants that all information provided to Consultant regarding the project and project location are complete and accurate to the best of Client's knowledge.

12. **CLIENT OBLIGATIONS:** Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement. Consultant will take reasonable precautions to minimize damage to the Project Site from Consultant's activities and use of equipment. Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Consultant for reimbursement or hold Consultant liable or responsible for any such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify and hold harmless Consultant against any claims and claims related costs including attorney's fees by the owner or persons having possession of the site through the owner which are related to such alteration or damage.

13. **UTILITIES:** Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscure man-made objects known to Client relative to field tests or boring locations. Client agrees to indemnify and hold harmless Consultant from all claims, suits, losses, personal injuries, death, and property liability including costs and attorney's fees resulting from damage or injury to utilities or subterranean structures (pipes, tanks, etc.) arising from the performance of Consultant's Services when the existence of such are not called to Consultant's attention or the location not correctly identified in information furnished Consultant.

14. **CERTIFICATIONS:** Client agrees not to require that Consultant execute any certification with regard to work performed, tested or observed under this Agreement unless : 1) Consultant believes that it has performed sufficient work to provide a sufficient basis to issue the certification; 2) Consultant believes that the work performed, tested or observed meets the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by the Consultant, and does not constitute a warranty or guarantee, either expressed or implied.

15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.

16. TERMINATION:

For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon dispatch or receipt of the termination notice, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within 30 days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause -In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within ten days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within 30

days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. UNFORESEEN CONDITIONS OR OCCURRENCES: If, during the performance of service hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment significantly affects or may affect the services, the risk involved in providing the Services, or the recommended scope of Services, Consultant will notify Client thereof. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE. Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

18. FORCE MAJEURE: Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of an obligation (other than the payment of money) results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events shall include, but are not limited to, storms, floods, usually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and inability within reasonable diligence to supply personnel, information or material to the project. In the event that such acts or events occur, it is agreed that both parties shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement. The time for performance shall be extended for a period equal to the delay.

19. INSURANCE: Consultant shall maintain at its own expense Professional Liability Insurance with limits of \$1,000,000. A certificate can be issued upon request identifying details and limits of coverage.

20. INDEMNITY: Client agrees to indemnify, and save harmless Consultant, its agents, employees, and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant, its agents, employees, and subcontractors may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Client's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Consultant agrees to indemnify, and save harmless Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Consultant's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify and save harmless each other in proportion to their relative degree of fault.

21. DISPUTE RESOLUTION: Consultant may in Consultant's sole discretion pursue collection of past due invoices by litigation in a court of competent jurisdiction. Other than Consultant's collection of past due invoices, in the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be subject to mediation in accordance with the mediation rules of the American Arbitration Association or similar Dispute Resolution organization. Mediation in good faith shall be a condition precedent to the institution of legal or equitable proceedings by either party. Once a party files a request for mediation with the other party and with the American Arbitration Association, or similar Dispute Resolution organization, the parties agree to commence such mediation within thirty (30) days of the filing of the request. The costs of such mediation shall be borne equally by both parties. If the dispute is not resolved after such mediation, then the dispute shall be resolved by litigation in a court of competent jurisdiction.

22. CAPTIONS AND HEADINGS: The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

23. SEVERABILITY: If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

24. ASSIGNMENT AND SUBCONTRACTS: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the Services of others without obtaining Client's consent if Consultant deems it necessary or desirable to have others perform Services.

25. NO WAIVER: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

26. LAW TO APPLY: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the project is located.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

ENTIRE AGREEMENT – This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same.

TO THE EXTENT that any additional or different Provisions conflict with the Provisions of this Agreement, the Provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: City of Morristown

CONSULTANT: GEOServices, LLC

BY: _____
(Signature)

BY: 

(Signature)

(Print Name / Title)

W. Ros Kingery III, P.E. / Vice President

DATE: _____

DATE: February 17, 2023

PROPOSAL NUMBER: 11-23150

Faxed signature to be treated as original signature



Morristown City Council Agenda Item Summary

Date: March 7th, 2023

Agenda Item: Acknowledge receipt of bids for the Landing's HVAC Preventative Maintenance Services, accept the bid from Interstate Mechanical Services as the best and lowest bid, and authorize the City Administrator to enter into a two (2) year agreement with Interstate Mechanical Services to provide HVAC Preventative Maintenance Services totaling \$24,750.00 per year.

Prepared By: Andrew Ellard

Subject: Morristown Landing HVAC Preventative Maintenance Services

Background: The Morristown Landing Recreation & Events Center is nearing completion and all the HVAC systems have been installed. The manufacturer requires preventative maintenance to ensure the systems remain functioning in the proper manner.

Findings/Current Activity:

The City issued a request for bids, which was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. We received four (4) total responses. After reviewing each response, staff would recommend the bid be awarded to Interstate Mechanical Services as the best and lowest bid.

Financial Impact:

The fees associated with this service will be paid initially by SFM as an operating cost of the facility and passed on to the city as with other operating costs.

Action options/Recommendations:

Acknowledge bids, accept the bid from Interstate Mechanical Services and authorize the City Administrator to enter into a two (2) year agreement with Interstate Mechanical Services totaling 24,750.00 per year.

Attachment: Bid tabulation

**CITY OF MORRISTOWN LANDING
HVAC PREVENTIVE MAINTENANCE
BID TAB
FY 23**

Vendor Name	Year 1 Price	Year 2 Price
Cook's Mechanical Services	\$33,025.00	\$34,621.00
Lee	\$28,228.00	\$28,228.00
J&F Mechanical	\$29,000.00	\$31,000.00
Interstate Mechanical	\$24,750.00	\$24,750.00



Morristown City Council Agenda Item Summary

Date: March 7, 2023

Agenda Item: Acknowledge receipt of bids on February 7, 2023 for the Slate Roof Replacement for Rose Center and authorize the negotiation and execution of a contract with Eskola, LLC for \$314,330.

Prepared By: Andrew Ellard

Subject: Rose Center Roof Replacement

Background: The slate sections of roof at the Rose Center are deteriorating and have insufficient underlayment. Tiles have fallen from some locations, which is a safety hazard as well as a situation allowing unwanted rainwater infiltration into the building. Specifically, these areas include the two main turrets to the left and right of the main entrance, the bell tower roof, and the four small spires/turrets atop the bell tower section.

Findings/Current Activity:

The only bid received was considerably higher than the funding initially identified for the project, but the project is deemed to be necessary. In addition to the slate, the project will include replacement of decking and soffit/fascia where needed (around the slate roof sections). The architect did additional research on specialty roof projects and has found that this pricing is in line.

Based on comments from the architect, it seems that the cost of the job has less to do with the primary material (slate) and more to do with the nature of the job and accessibility. In theory, we could consider other roofing materials, but 1) it does not seem as though doing so would generate much savings and 2) it is likely that other roofing materials may negatively impact the historic character of the building.

Financial Impact:

The City originally programmed \$115,000 in CDBG funds in its 2021 program year for this project. Then, anticipating possible cost overruns, an additional \$115,000 in program year 2022 CDBG funds were programmed in hopes of covering overruns as well as other possible projects. In the 2021 and 2022 program year, there is an estimated \$50,000 in untapped funds for administration of the CDBG Program, which can be reprogrammed for this project. The contractor made some adjustments to the manner in which they

would pursue the project, which produces a \$37,280 savings that they can pass along to the city (hence the \$314,330 contract amount). This leaves \$34,330 that staff proposes to pull from the capital projects fund balance via a budget amendment.

Summary:	Original Bid	\$351,610
	2021 CDBG funds for Rose Center	(\$115,000)
	2022 CDBG funds for Public Facilities	(\$115,000)
	2021 & 2022 residual CDBG Admin	(\$50,000)
	Capital Project Fund (via budget amend)	(\$34,330)

Action options/Recommendations:

Staff recommends the award to Eskola, LLC and the funding strategy presented.

Attachment: Recommendation letter from Thompson & Litton (architect)

ITB - SLATE ROOF
REPLACEMENT FOR ROSE
CENTER
FY 22-23

Vendor	Lump Sum Price (Part A)	Unit Price (Part B) - Additional Decking
EsKola, LLC	\$351,610.00	\$8.96
EsKola, LLC*	\$314,330.00	

*EsKola's Adjusted Price

The City of Morristown

Finance Department



Morristown City Council Agenda Item Summary

Date: March 7th, 2023

Agenda Item: Approval to declare Public Works equipment as surplus.

Prepared By: Andrew Ellard

Subject: Surplus Equipment

Background: Several lockers remain within the old Public Works facility. The City no longer has any operational use for the lockers – but they remain functional.

Findings/Current Activity:

The Finance Department will utilize GovDeals to sell the lockers.

Financial Impact :

The sale of the equipment on GovDeals will generate revenue that will be receipted in the general fund.

Action options/Recommendations:

Approve the equipment as surplus

Attachment: None


The City of Morristown

Morristown Police Department



MEMORANDUM

To: Mayor Gary Chesney
City Council

From:  Chief Roger D. Overholt

Date: March 2, 2023

Re: Entry Level Patrol Officers

I am requesting to hire eight full-time entry-level officers at the March 7th council meeting to backfill vacancies. Attached is the current civil service roster of eligible candidates.

Thank you,

RDO/aw

The City of Morristown

Morristown Police Department



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger D. Overholt
RDO

Date: March 2, 2023

Re: Entry Level Patrol Officers

I am requesting to hire one part-time reserve officer at the March 7th council meeting to backfill vacancies. Attached is the current civil service roster of eligible candidates.

Thank you,

RDO/aw

CIVIL SERVICE BOARD

P O BOX 1499 * MORRISTOWN, TN 37816

POLICE DEPARTMENT ENTRY LEVEL ROSTER

Revised on February 16, 2023 to Reflect Recent *Testing* , Hiring and/or Corrections

	RANK AND NAME	EXPIRES
1	Johnson, Ryan	2/28/24
2	Broyles, William	7/23/23
3	Greene, Aaron	2/28/24
4	Sexton, Davon	7/23/23
5	Bryant, Cory	2/28/24
6	Bond, Jarod	2/28/24
7	Dykes, Tabitha	2/28/24
8	Gilbreath, Preston	2/28/24
9	Davis, Aaron	2/28/24
10	Bernard, Elijah	2/28/24
11	Bewley, Hayden 'Chase	2/28/24
12	McGinnis, Lucas	11/23/23
13	Kallal, Oliver	2/28/24
14	McKinnon, Max	2/28/24
15	Dean, Garrett	11/23/23
16	Schofield, Jeremiah	2/28/24
17	Goskie, Brandon	2/28/24
18	Maples, Trevor	2/28/24
19	Holt, Chris	2/28/24
20	Boswell, Michael	2/28/24
21	Dean, Brandon	7/23/23

For the Civil Service Board



Lee Parker, Chairman

City of Morristown Line Item Transfer

DOCUMENT NO. 2305
 FUND NO. General Fund #110
 FY 2023
 Date 2/27/2023

LINE ITEM TRANSFER(S) X

LINE ITEM	ACCOUNT NO. <small>###-####-###</small>	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
1	110-41100-399	Mayor & City Council - Other Contracted Services	0	2,000	2,000
2	110-41100-383	Mayor & City Council - Travel Business Expense	20,000	(2,000)	18,000
3	110-41200-345	City Administrator - Telephone Services	6,500	2,270	8,770
4	110-41200-411	City Administrator - Office Supplies & Materials	1,000	1,018	2,018
6	110-41200-499	City Administrator - Other Supplies & Materials	250	1,600	1,850
6	110-41200-801	City Administrator - Grants & Other Subsidies	50,000	(4,888)	45,112
7	110-41530-134	Finance - Christmas Bonus & Longevity	1,835	415	2,250
8	110-41530-310	Finance - Postage	11,000	2,000	13,000
9	110-41530-321	Finance - Printing Services	1,500	1,000	2,500
10	110-41530-413	Finance - Office Equipment	0	6,000	6,000
11	110-41530-689	Finance - Other Miscellaneous Expenses	300	1,000	1,300
12	110-41530-112	Finance - Overtime	25,000	(10,415)	14,585
13	110-41610-111	Purchasing - Wages & Salaries	40,829	5,100	45,929
14	110-41530-112	Finance - Overtime	14,585	(5,100)	9,485
15	110-41610-413	Purchasing - Office Equipment	0	900	900
16	110-41530-112	Finance - Overtime	9,485	(900)	8,585
17	110-41640-399	IT - Other Contracted Services	33,000	3,000	36,000
18	110-41640-964	IT - Office Equipment	34,000	(3,000)	31,000
19	110-41650-533	Human Resource - Equipment Rental / Lease	5,000	100	5,100
20	110-41650-399	Human Resource - Other Contracted Services	24,150	(100)	24,050
21	110-41655-383	Risk Management - Travel Business Expense	1,000	500	1,500
22	110-41655-378	Risk Management - Education Seminars & Training	1,750	(500)	1,250
23	110-41665-134	Court Administration - Christmas Bonus & Longevity	268	453	721
24	110-41665-112	Court Administration - Overtime	500	(453)	47
25	110-41700-217	Planning - Employee Life Insurance	1,519	10	1,529
26	110-41700-341	Planning - Electricity	3,700	88	3,788
27	110-41700-343	Planning - Natural Gas / Propane	200	1,340	1,540
28	110-41700-345	Planning - Telephone Services	2,500	2,765	5,265
29	110-41700-355	Planning - Computer / Data Processing	3,700	121	3,821
30	110-41700-399	Planning - Other Contracted Services	115,750	(4,324)	111,426
31	110-41700-964	Planning - Office Equipment	0	10,950	10,950
32	110.41710-134	Code Enforcement - Christmas Bonus & Longevity	371	361	732
33	110.41710-226	Code Enforcement - Clothing/Uniforms/Shoes	600	499	1,099
34	110.41710-310	Code Enforcement - Postal Service	6,300	3,374	9,674
35	110.41710-342	Code Enforcement - Water & Sewer	450	279	729
36	110.41710-343	Code Enforcement - Natural Gas & Propane	100	206	306
37	110.41710-345	Code Enforcement - Telephone Services	2,100	1,625	3,725
38	110.41710-383	Code Enforcement - Travel-Business Expense	1,300	455	1,755
39	110.41710-429	Code Enforcement - General Operating Supplies	250	389	639

LINE ITEM	ACCOUNT NO. 110-41810-217	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
40	110.41710-433	Code Enforcement - Vehicle Parts/Oil/Fluids/Tires ect	1,000	668	1,668
41	110.41710-399	Code Enforcement - Other Contracted Services	44,200	(7,856)	36,344
42	110-41800-217	Engineering - Employee Life Insurance	611	10	621
43	110-41800-355	Engineering - Computer/Data Processing	3,500	321	3,821
44	110-41800-413	Engineering - Office Equipment	0	7,473	7,473
45	110-41800-399	Engineering - Other Contracted Services	45,500	(5,304)	40,196
46	110-41800-421	Engineering - Computer/Software	2,500	(2,500)	-
47	110-41810-112	GIS - Overtime	0	607	607
48	110-41810-226	GIS - Clothing/Uniform/Shoes	0	100	100
49	110-41810-345	GIS - Telephone Services	3,600	1,200	4,800
50	110-41810-399	GIS - Other Contracted Services	6,800	3,000	9,800
51	110-41810-111	GIS - Wages & Salaries	134,371	(15,857)	118,514
52	110-42110-119	Police Administration - Holiday Pay	0	135	135
53	110-42110-134	Police Administration - Christmas Bonus & Longevity	3,711	382	4,093
54	110-42110-345	Police Administration - Telephone Services	21,000	5,215	26,215
55	110-42110-375	Police Administration - Membership & Dues	3,000	400	3,400
56	110-42110-383	Police Administration - Travel-Business Expense	6,500	1,535	8,035
57	110-42110-411	Police Administration - Office Supplies	1,200	310	1,510
58	110-42110-413	Police Administration - Office Equipment	500	345	845
59	110-42110-431	Police Administration - Gasoline & Diesel Fuel	5,000	700	5,700
60	110-42110-355	Police Administration - Computer/Data Processing	65,000	(5,522)	59,478
61	110-42110-510	Police Administration - Insurance - General Liability	5,000	(2,000)	3,000
62	110-42110-533	Police Administration - Equipment Rental/Lease	3,500	(1,500)	2,000
63	110-42115-111	Police Support - Wages & Salaries	754,932	54,688	809,620
64	110-42115-112	Police Support - Overtime	25,000	54,618	79,618
65	110-42115-119	Police Support - Holiday Pay	3,500	20,455	23,955
66	110-42115-134	Police Support - Christmas Bonus & Longevity	6,801	453	7,254
67	110-42115-210	Police Support - FICA	48,778	5,109	53,887
68	110-42115-212	Police Support - Medicare	11,408	1,195	12,603
69	110-42115-213	Police Support - TCRS	119,348	15,645	134,993
70	110-42115-217	Police Support - Employee Life Insurance	4,141	696	4,837
71	110-42115-355	Police Support - Computer/Data Processing	7,000	899	7,899
72	110-42115-383	Police Support - Travel-Business Expense	4,000	1,476	5,476
73	110-42115-419	Police Support - Small Tools & Equipment	4,145	3,207	7,352
74	110-42115-431	Police Support - Gasoline & Diesel Fuel	19,000	1,230	20,230
75	110-42120-111	Police Patrol - Wages & Salaries	2,692,377	(159,671)	2,532,706
76	110-42117-419	Police Litter Crew - Small Tools & Equipment	125	137	262
77	110-42117-429	Police Litter Crew - General Operating Supplies	2,500	(137)	2,363
78	110-42120-112	Police Patrol - Overtime	175,000	117,125	292,125
79	110-42120-119	Police Patrol - Holiday Pay	103,000	9,778	112,778
80	110-42120-212	Police Patrol - Medicare	41,415	608	42,023
81	110-42120-330	Police Patrol - Legal Notices	100	532	632
82	110-42120-361	Police Patrol - Repair & Maintenance Vehicles	40,000	5,744	45,744
83	110-42120-378	Police Patrol - Education Seminars & Training	42,000	30,560	72,560

LINE ITEM	ACCOUNT NO. ###-####-####	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
84	110-42120-399	Police Patrol - Other Contracted Services	69,920	361	70,281
85	110-42120-413	Police Patrol - Office Equipment	1,000	685	1,685
86	110-42120-431	Police Patrol - Gasoline & Diesel Fuel	170,000	1,588	171,588
87	110-42120-433	Police Patrol - Vehicle Parts Oil Fluids Tires ect.	70,000	11,685	81,685
88	110-42120-510	Police Patrol - Insurance General Liability	151,000	1,075	152,075
89	110-42120-695	Police Patrol - K-9 Dogs & Supplies	3,595	1,297	4,892
90	110-42120-960	Police Patrol - Machinery & Equipment	0	23,225	23,225
91	110-42120-523	Police Patrol - Property (Contents) Insurance	24,301	(1,075)	23,226
92	110-42120-111	Police Patrol - Wages & Salaries	2,692,377	(203,188)	2,489,189
93	110-42130-119	Police Investigation - Holiday Pay	28,000	2,225	30,225
94	110-42130-219	Police Investigation - Workers Compensation Insurance	15,876	15,847	31,723
95	110-42130-310	Police Investigation - Postal Service	1,100	99	1,199
96	110-42130-375	Police Investigation - Memberships & Dues	570	50	620
97	110-42130-399	Police Investigation - Other Contracted Services	5,500	1,190	6,690
98	110-42130-411	Police Investigation - Office Supplies	12,500	345	12,845
99	110-42130-419	Police Investigation - Small Tools & Equipment	3,125	1,132	4,257
100	110-42130-431	Police Investigation - Gasoline & Diesel Fuel	16,000	4,228	20,228
101	110-42130-433	Police Investigation - Vehicle Parts Oil Fluids Tires ect.	6,000	977	6,977
102	110-42130-111	Police Investigation - Wages & Salaries	789,796	(16,093)	773,703
103	110-42130-510	Police Investigation - Insurance General Liability	36,610	(10,000)	26,610
104	110-42210-112	Fire Administration - Overtime	2,000	2,703	4,703
105	110-42210-226	Fire Administration - Clothing / Uniforms / Shoes	2,000	252	2,252
106	110-42210-351	Fire Administration - Medical Services	0	28	28
107	110-42210-375	Fire Administration - Memberships & Dues	500	75	575
108	110-42210-971	Fire Administration - Motor Equipment	73,782	4,700	78,482
109	110-42210-111	Fire Administration - Wages & Salaries	491,454	(3,758)	487,696
110	110-42210-533	Fire Administration - Equipment Rental/Use	6,500	(4,000)	2,500
111	110-42220-378	Fire Inspections - Education Seminars & Training	2,500	100	2,600
112	110-42220-413	Fire Inspections - Office Equipment	0	1,299	1,299
113	110-42220-355	Fire Inspections - Computer / Data Processing	2,500	(1,399)	1,101
114	110-42230-343	Fire Stations - Natural Gas & Propane	14,600	3,108	17,708
115	110-42230-345	Fire Stations - Telephone Services	25,000	24,464	49,464
116	110-42230-921	Fire Stations - Building & Improvements	112,000	(27,572)	84,428
117	110-42240-117	Firefighting - Overtime LA	90,000	122,069	212,069
118	110-42240-213	Firefighting - TCRS	686,441	9,585	696,026
119	110-42240-310	Firefighting - Postal Services	300	241	541
120	110-42240-330	Firefighting - Legal Notices	0	286	286
121	110-42240-345	Firefighting - Telephone Services	0	4,390	4,390
122	110-42240-362	Firefighting - Repair & Maintenance Operations Equipment	78,100	52,003	130,103
123	110-42240-371	Firefighting - Subscriptions & Books	2,000	1,627	3,627
124	110-42240-375	Firefighting - Memberships & Dues	1,600	5,174	6,774
125	110-42240-399	Firefighting - Other Contracted Services	26,000	10,029	36,029
126	110-42240-411	Firefighting - Office Supplies	600	153	753
127	110-42240-419	Firefighting - Small Tools & Equipment	38,948	16,128	55,076

LINE ITEM	ACCOUNT NO. 110-42240-110	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
128	110-42240-429	Firefighting - General Operating Supplies	18,000	853	18,853
129	110-42240-431	Firefighting - Gasoline & Diesel Fuel	39,000	20,263	59,263
130	110-42240-533	Firefighting - Equipment Rental / Lease	0	906	906
131	110-42240-971	Firefighting - Motor Equipment	30,299	9,000	39,299
132	110-42240-111	Firefighting - Wages & Salaries	4,204,630	(85,638)	4,118,992
133	110-42240-112	Firefighting - Overtime	276,000	(122,069)	153,931
134	110-42240-340	Firefighting - Medical Services	45,000	(45,000)	-
135	110-42400-226	Inspections - Clothing/Uniforms/Shoes	1,000	235	1,235
136	110-42400-343	Inspections - Natural Gas & Propane	300	612	912
137	110-42400-345	Inspections - Telephone Services	5,500	2,558	8,058
138	110-42400-355	Inspections - Computer/Data Processing	3,000	821	3,821
139	110-42400-378	Inspections - Education Seminars & Training	1,750	1,108	2,858
140	110-42400-411	Inspections - Office Supplies	750	272	1,022
141	110-42400-431	Inspections - Gasoline & Diesel Fuel	5,600	192	5,792
142	110-42400-399	Inspections - Other Contracted Services	100,700	(5,798)	94,902
143	110-43110-111	Public Works Administration - Wages & Salaries	197,522	432	197,954
144	110-43110-213	Public Works Administration - TCRS	30,175	195	30,370
145	110-43110-217	Public Works Administration - Employee Life Insurance	1,084	10	1,094
146	110-43110-371	Public Works Administration - Subscriptions & Books	100	241	341
147	110-43110-510	Public Works Administration - Employee Health Insurance	46,795	(878)	45,917
148	110-43110-213	Facilities Maintenance - TCRS	27,318	445	27,763
149	110-43120-217	Facilities Maintenance - Employee Life Insurance	946	5	951
150	110-43120-341	Facilities Maintenance - Electricity	60,000	574	60,574
151	110-43120-364	Facilities Maintenance - Repair & Maintenance	80,000	31,806	111,806
152	110-43120-383	Facilities Maintenance - Travel Business Expense	500	4,047	4,547
153	110-43120-399	Facilities Maintenance - Other Contracted Services	67,400	6,423	73,823
154	110-43120-424	Facilities Maintenance - Janitorial Supplies	12,000	661	12,661
155	110-43120-531	Facilities Maintenance - Land - Rental/Lease	1,000	1,245	2,245
156	110-43120-214	Facilities Maintenance - Employee Health Insurance	62,022	(14,000)	48,022
157	110-43120-342	Facilities Maintenance - Water & Sewer	75,000	(31,206)	43,794
158	110-43130-217	Fleet Maintenance - Employee Life Insurance	1,832	10	1,842
159	110-43130-227	Fleet Maintenance - Tool Allowance	7,000	150	7,150
160	110-43130-362	Fleet Maintenance - Repair & Maintenance Operations Equip	3,700	4,248	7,948
161	110-43130-375	Fleet Maintenance - Membership & Dues	200	10	210
162	110-43130-411	Fleet Maintenance - Office Supplies	1,000	506	1,506
163	110-43130-413	Fleet Maintenance - Office Equipment	0	134	134
164	110-43130-424	Fleet Maintenance - Janitorial Supplies	2,500	1,004	3,504
165	110-43130-533	Fleet Maintenance - Equipment Rental/Lease	1,325	597	1,922
166	110-43130-960	Fleet Maintenance - Machinery & Equipment	49,000	6,800	55,800
167	110-43130-359	Fleet Maintenance - Other Professional Services	10,000	(8,459)	1,541
168	110-43130-419	Fleet Maintenance - Small Tools & Equipment	20,000	(5,000)	15,000
169	110-43140-213	PW Street Repairs & Maintenance - TCRS	114,676	1,293	115,969
170	110-43140-217	PW Street Repairs & Maintenance - Employee Life Insurance	4,006	31	4,037
171	110-43140-361	PW Street Repairs & Maintenance - Repair & Maint Vehicles	2,500	4,025	6,525

LINE ITEM	ACCOUNT NO. 110-44410-201	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
172	110-43140-375	PW Street Repairs & Maintenance - Membership & Dues	200	10	210
173	110-43140-411	PW Street Repairs & Maintenance - Office Supplies	300	29	329
174	110-43140-960	PW Street Repairs & Maintenance - Machinery & Equipment	292,369	46,091	338,460
175	110-43140-971	PW Street Repairs & Maintenance - Motor Equipment	0	88	88
176	110-43140-455	PW Street Repairs & Maintenance - Crushed Stone & Sand	25,000	(17,000)	8,000
177	110-43140-465	PW Street Repairs & Maintenance - Asphalt	75,000	(14,567)	60,433
178	110-43140-533	PW Street Repairs & Maintenance - Equipment Rental/Lease	30,000	(20,000)	10,000
179	110-43150-210	PW Street Lights & Signs - FICA	3,114	236	3,350
180	110-43150-212	PW Street Lights & Signs - Medicare	729	67	796
181	110-43150-213	PW Street Lights & Signs - TCRS	7,618	66	7,684
182	110-43150-214	PW Street Lights & Signs - Employee Health Insurance	15,523	35	15,558
183	110-43150-217	PW Street Lights & Signs - Employee Life Insurance	261	11	272
184	110-43150-433	PW Street Lights & Signs - Vehicle Parts/Oil/Fluids/Tires ect	5,000	43	5,043
185	110-43150-362	PW Street Lights & Signs - Repair & Maint Operations Equipment	1,000	(458)	542
186	110-43160-345	PW Brush & Bulk - Telephone Services	1,600	392	1,992
187	110-43160-375	PW Brush & Bulk - Memberships & Dues	0	205	205
188	110-43160-399	PW Brush & Bulk - Other Contracted Services	4,000	2,575	6,575
189	110-43160-411	PW Brush & Bulk - Office Supplies	200	224	424
190	110-43160-429	PW Brush & Bulk - General Operating Supplies	3,000	2,868	5,868
191	110-43160-431	PW Brush & Bulk - Gasoline & Diesel Fuel	77,000	45,325	122,325
192	110-43160-960	PW Brush & Bulk - Machinery & Equipment	90,000	44,370	134,370
193	110-43160-111	PW Brush & Bulk - Wages & Salaries	490,283	(35,000)	455,283
194	110-43160-214	PW Brush & Bulk - Employee Health Insurance	170,604	(30,000)	140,604
195	110-43160-971	PW Brush & Bulk - Motor Equipment	195,000	(30,959)	164,041
196	110-43175-431	PW Communication Shop - Gasoline & Diesel Fuel	3,500	1,360	4,860
197	110-43175-399	PW Communication Shop - Other Contracted Services	10,480	(1,360)	9,120
198	110-43190-345	PW Traffic Devices - Telephone Services	12,000	1,422	13,422
199	110-43190-341	PW Traffic Devices - Electricity	42,000	(1,422)	40,578
200	110-44410-341	Parks & Rec Administration - Electricity	7,000	1,445	8,445
201	110-44410-342	Parks & Rec Administration - Water & Sewer	2,000	239	2,239
202	110-44410-343	Parks & Rec Administration - Natural Gas & Propane	4,000	147	4,147
203	110-44410-345	Parks & Rec Administration - Telephone Services	5,500	1,260	6,760
204	110-44410-413	Parks & Rec Administration - Office Equipment	500	1,569	2,069
205	110-44410-533	Parks & Rec Administration - Equipment Rental/Lease	3,072	2,622	5,694
206	110-44420-210	Parks & Rec Programs - FICA	6,964	2,100	9,064
207	110-44420-212	Parks & Rec Programs - Medicare	1,629	503	2,132
208	110-44420-214	Parks & Rec Programs - Employee Health Insurance	31,094	108	31,202
209	110-44420-341	Parks & Rec Programs - Electricity	15,000	99	15,099
210	110-44420-342	Parks & Rec Programs - Water & Sewer	11,500	609	12,109
211	110-44430-111	Parks & Rec Maintenance - Wages & Salaries	412,407	23,006	435,413
212	110-44430-114	Parks & Rec Maintenance - Wages & Salaries Temp Emp	162,500	62,164	224,664
213	110-44430-212	Parks & Rec Maintenance - Medicare	6,684	2,832	9,516
214	110-44430-213	Parks & Rec Maintenance - TCRS	63,942	1,840	65,782
215	110-44430-217	Parks & Rec Maintenance - Employee Life Insurance	154,976	1,178	156,154

LINE ITEM	ACCOUNT NO. <small>110-44430-214</small>	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
216	110-44430-214	Parks & Rec Maintenance - Employee Health Insurance	2,262	194	2,456
217	110-44430-364	Parks & Rec Maintenance - Repair & Maint. Building / Grounds	28,000	1,955	29,955
218	110-44430-424	Parks & Rec Maintenance - Janitorial Supplies	12,000	1,703	13,703
219	110-44430-429	Parks & Rec Maintenance - General Operating Supplies	34,500	463	34,963
220	110-44410-111	Parks & Rec Administration - Wages & Salaries	328,163	(46,000)	282,163
221	110-44410-112	Parks & Rec Administration - Overtime	1,000	(1,000)	-
222	110-44410-134	Parks & Rec Administration - Christmas Bonus & Longevity	2,321	(1,300)	1,021
223	110-44410-213	Parks & Rec Administration - TCRS	50,287	(7,000)	43,287
224	110-44410-214	Parks & Rec Administration - Employee Health Insurance	77,989	(6,000)	71,989
226	110-44420-114	Parks & Rec Programs - Wages & Salaries Temp Emp	75,307	(9,572)	65,735
226	110-44420-221	Parks & Rec Programs - Unemployment Insurance	5,000	(5,000)	-
227	110-44420-533	Parks & Rec Programs - Equipment Rental/Lease	32,500	(4,000)	28,500
228	110-44430-221	Parks & Rec Maintenance - Unemployment Insurance	10,000	(10,000)	-
229	110-44430-343	Parks & Rec Maintenance - Natural Gas & Propane	4,000	(4,000)	-
230	110-44430-362	Parks & Rec Maintenance - Repair & Maint. Equipment	16,000	(10,000)	6,000
231	110-44430-510	Parks & Rec Maintenance - Insurance General Liability	22,062	(2,164)	19,898
232	110-45160-337	Natural Resource Maintenance - Landscaping	14,000	6,394	20,394
233	110-45160-345	Natural Resource Maintenance - Telephone Services	500	17	517
234	110-45160-351	Natural Resource Maintenance - Medical Services	28	81	109
235	110-45160-429	Natural Resource Maintenance - General Operating Supplies	2,000	7,524	9,524
236	110-45160-431	Natural Resource Maintenance - Gasoline & Diesel Fuel	4,000	2,603	6,603
237	110-45160-523	Natural Resource Maintenance - Property/Contents Insurance	0	500	500
238	110-45160-433	Natural Resource Maintenance - Vehicles Parts Oil Fluids Tires Ect	2,000	2,829	4,829
239	110-45160-971	Natural Resource Maintenance - Motor Equipment	65,000	7,395	72,395
240	110-45160-111	Natural Resource Maintenance - Wages & Salaries	132,000	(4,500)	127,500
241	110-45160-399	Natural Resource Maintenance - Other Contracted Services	95,000	(10,448)	84,552
242	110-45160-419	Natural Resource Maintenance - Small Tools & Equipment	15,000	(10,000)	5,000
243	110-45160-510	Natural Resource Maintenance - Insurance General Liability	2,300	(1,895)	405
244	110-45160-521	Natural Resource Maintenance - Building Insurance	500	(500)	-
245	110-46510-219	CDBG - Worker's Compensation Insurance	662	317	979
246	110-46510-330	CDBG - Legal Notices	2,500	1,091	3,591
247	110-46510-375	CDBG - Memberships & Dues	750	50	800
248	110-46510-413	CDBG - Office Equipment	0	1,695	1,695
249	110-46510-399	CDBG - Other Contracted Services	47,100	(3,153)	43,947
250	110-48100-341	Airport - Electricity	26,000	2,982	28,982
251	110-48100-345	Airport - Telephone Services	3,000	255	3,255
252	110-48100-362	Airport - Repair & Maintenance Operations Equipment	5,000	14,949	19,949
253	110-48100-399	Airport - Other Contracted Services	159,500	(18,186)	141,314
254	110-41100-341	Mayor & City Council - Electricity	2,000	50	2,050
255	110-41100-343	Mayor & City Council - Natural Gas & Propane	125	940	1,065
256	110-41100-345	Mayor & City Council - Telephone Services	2,000	576	2,576
257	110-41200-343	City Administrator - Natural Gas & Propane	400	1,625	2,025
258	110-41200-342	City Administrator - Water & Sewer	2,500	197	2,697
258	110-41530-342	Finance - Water & Sewer	5,000	602	5,602

LINE ITEM	ACCOUNT NO. 2021-202021-2021	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
260	110-41530-343	Finance - Natural Gas & Propane	650	2,590	3,240
261	110-41530-345	Finance - Telephone Services	7,000	7,305	14,305
262	110-41640-341	IT - Electricity	1,400	(1,400)	-
263	110-41640-342	IT - Water & Sewer	450	(450)	-
264	110-41640-343	IT - Natural Gas & Propane	100	(100)	-
265	110-41640-345	IT - Telephone Services	3,000	(3,000)	-
266	110-41650-341	Human Resources - Electricity	4,000	(4,000)	-
267	110-41650-342	Human Resources - Water & Sewer	1,600	(1,600)	-
268	110-41650-343	Human Resources - Natural Gas & Propane	300	(300)	-
269	110-41650-345	Human Resources - Telephone Services	2,600	(2,600)	-
270	110-41655-345	Risk Management - Telephone Services	825	(435)	390
COLUMN TOTALS			\$ 20,003,810	\$ -	\$ 20,003,810

JUSTIFICATION / EXPLANATION FOR REQUEST:		
Line Item transfers for Q1 Fiscal Year ending June 30, 2022. These transfers are necessary due to reclassification of expenditures in accordance within the chart of accounts.		
SIGN / DATE		3/3/23 ACCOUNTING MANAGER
APPROVED / DATE		3/3/2023 ASSISTANT CITY ADMINISTRATOR
APPROVED / DATE	<hr style="border: 0; border-top: 1px solid black;"/>	CITY ADMINISTRATOR

City of Morristown Line Item Transfer

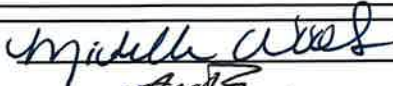

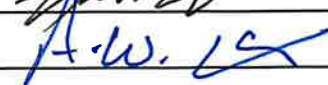
DOCUMENT NO. 2303
 FUND NO. Drug Fund #126
 FY 2023
 Date 12/12/22

LINE ITEM TRANSFER(S) X

LINE (ITEM)	ACCOUNT NO. <small>(###-####-###)</small>	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
1	126-42170-419	Narcotics - Small Tools & Equipment	2,455	1,300	3,755
2	126-42170-413	Narcotics - Office Equipment	3,200	(1,300)	1,900
3					-
4					-
5					-
6					-
7					-
8					-
9					-
10					-
11					-
12					-
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12					-
12					-
12					-
COLUMN TOTALS			\$ 5,655	\$ -	\$ 5,655

JUSTIFICATION / EXPLANATION FOR REQUEST:

Line item transfers for Q1 & Q2 Fiscal Year ending June 30, 2023. These transfers are necessary due to reclassification of expenditures in accordance within the chart of accounts.

SIGN / DATE		<u>12-14-2022</u>	FINANCE DIRECTOR
APPROVED / DATE		<u>12-14-2022</u>	ASSISTANT CITY ADMINISTRATOR
APPROVED / DATE		<u>12-15-22</u>	CITY ADMINISTRATOR

City of Morristown Line Item Transfer

DOCUMENT NO. 2304
 FUND NO. LAMTPO Fund #172
 FY 2023
 Date 12/12/22

LINE ITEM TRANSFER(S) X

LINE ITEM	ACCOUNT NO. <small>(MM-NNNNN-###)</small>	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
1	172-41761-351	LAMTPO - Medical Services	0	28	28
2	172-41761-399	LAMTPO - Other Contracted Services	105,000	(28)	104,972
3					-
4					-
5					-
6					-
7					-
8					-
9					-
10					-
11					-
12					-
12					-
12					-
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12					-
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12					-
12					-
12					-
12					-
12					-
12					-
12					-
12					-
12					-
COLUMN TOTALS			\$ 105,000	\$ -	\$ 105,000

JUSTIFICATION / EXPLANATION FOR REQUEST:

Line item transfers for Q1 & Q2 Fiscal Year ending June 30, 2023. These transfers are necessary due to reclassification of expenditures in accordance within the chart of accounts.

SIGN / DATE	<u>Michelle Walsh</u> <u>12-14-2022</u>	FINANCE DIRECTOR
APPROVED / DATE	<u>[Signature]</u> <u>12-14-2022</u>	ASSISTANT CITY ADMINISTRATOR
APPROVED / DATE	<u>[Signature]</u> <u>12.15.22</u>	CITY ADMINISTRATOR

City of Morristown Line Item Transfer

DOCUMENT NO. 2301
 FUND NO. Sanitation Fund #435
 FY 2023
 Date 12/9/22

LINE ITEM TRANSFER(S) X

LINE ITEM	ACCOUNT NO. <small>(###-####-####)</small>	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
1	435-43210-112	Sanitation Department - Overtime	3,800	2,000	5,800
2	435-43210-219	Sanitation Department - Workers Compensation Insurance	6,615	1,500	8,115
3	435-43210-399	Sanitation Department - Other Contracted Services	134,500	(10,800)	123,700
4	435-43210-411	Sanitation Department - Office Supplies	200	100	300
5	435-43210-487	Sanitation Department - Solid Waste Containers	75,000	(37,325)	37,675
6	435-43210-971	Sanitation Department - Motor Equipment	0	421,075	421,075
7	435-44500-411	Curbside Recycle - Office Supplies	200	200	400
8	435-44500-411	Curbside Recycle - Gasoline & Diesel Fuel	12,000	7,000	19,000
9	435-44500-487	Curbside Recycle - Solid Waste Containers	50,000	(33,750)	16,250
10	435-44500-971	Curbside Recycle - Motor Equipment	350,000	(350,000)	-
11					-
12					-
13					-
14					-
15					-
16					-
17					-
18					-
19					-
COLUMN TOTALS			\$ 632,315	\$ -	\$ 632,315

JUSTIFICATION / EXPLANATION FOR REQUEST:

Line Item transfers for Q1 & Q2 Fiscal Year ending June 30, 2023. These transfers are necessary due to reclassification of expenditures in accordance within the chart of accounts.

SIGN / DATE	<u>Michelle Warks</u>	<u>12-14-2022</u>	FINANCE DIRECTOR
APPROVED / DATE	<u>[Signature]</u>	<u>12-14-2022</u>	ASSISTANT CITY ADMINISTRATOR
APPROVED / DATE	<u>A.W. [Signature]</u>	<u>12.15.22</u>	CITY ADMINISTRATOR

City of Morristown Line Item Transfer

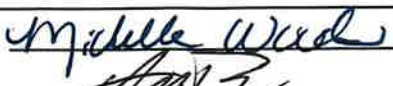

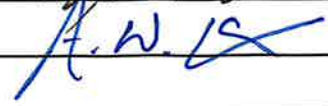
DOCUMENT NO. 2302
 FUND NO. Storm Water Fund #440
 FY 2023
 Date 12/9/22

LINE ITEM TRANSFER(S) X

LINE ITEM	ACCOUNT NO. <small>###-####-###</small>	ACCOUNT TITLE	CURRENT BUDGET AMOUNT	INCREASE (DECREASE) AMOUNT	REVISED BUDGET AMOUNT
1	440-43292-330	Storm Water Administration - Legal Notices	1,000	(100)	900
2	440-43292-383	Storm Water Administration - Travel Business Expense	500	100	600
3	440-43293-112	Storm Water Drainway Maintenance - Overtime	0	2,000	2,000
4	440-43293-310	Storm Water Drainway Maintenance - Postal Service	0	300	300
5	440-43293-411	Storm Water Drainway Maintenance - Office Supplies	50	150	200
6	440-43293-433	Storm Water Drainway Maintenance - Vehicle Parts/Oil/Fluid/Tires	5,000	10,000	15,000
7	440-43293-451	Storm Water Drainway Maintenance - Concrete Products	25,000	(9,300)	15,700
8	440-43293-455	Storm Water Drainway Maintenance - Crushed Stone & Sand	25,000	(7,620)	17,380
9	440-43293-960	Storm Water Drainway Maintenance - Machinery & Equipment	35,000	4,470	39,470
10	440-61100-572	Storm Water Depreciation - Storm Water Lines	245,000	45,000	290,000
11	440-61100-572	Storm Water Depreciation - Vehicles	120,000	(39,000)	81,000
12	440-61100-573	Storm Water Depreciation - Plant & Machinery	6,000	(6,000)	-
13					-
14					-
15					-
16					-
17					-
18					-
19					-
20					-
21					-
22					-
23					
24					
25					
26					
COLUMN TOTALS			\$ 462,550	\$ -	\$ 462,550

JUSTIFICATION / EXPLANATION FOR REQUEST:

Line item transfers for Q1 & Q2 Fiscal Year ending June 30, 2023. These transfers are necessary due to reclassification of expenditures in accordance within the chart of accounts.

SIGN / DATE		<u>12/14/2022</u>	FINANCE DIRECTOR
APPROVED / DATE		<u>12/14/2022</u>	ASSISTANT CITY ADMINISTRATOR
APPROVED / DATE		<u>12.15.22</u>	CITY ADMINISTRATOR