

FINANCE COMMITTEE

April 6, 2021

3:00 p.m.

Pre-Meeting WORK SESSION - Cancelled

April 6, 2021

4:00 p.m.

AGENDA

CITY OF MORRISTOWN, TENNESSEE

CITY COUNCIL MEETING

April 6, 2021

5:00 p.m.

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. March 16, 2021

6. PROCLAMATIONS/PRESENTATIONS

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

8. OLD BUSINESS

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

1. Public Hearing on the adoption of a Plan of Services for:

a. Resolution 22-21

Resolution adopting a Plan of Services for the Annexation of a portion of Hamblen County Tax Parcel Id #025 15915 000, the southwest corner of said parcel being located approximately 350 feet north of Clinchview Drive, following the eastern right-of-way line of North Davy Crockett Highway.

2. Ordinance No. 3678

Entitled an Ordinance to Annex a portion of Hamblen County Tax Parcel ID #025 15915 000 and to Incorporate same within the Corporate Boundaries of the City of Morristown Tennessee (North Davy Crockett Parkway).

3. Ordinance No. 3679

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 025 15915 000 from R2 (Medium Density Residential District) to IB (Intermediate Business District) (North Davy Crockett Parkway).

4. Ordinance No. 3680

An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 033D G 00100 000, Lots 1 through 11, 2.073 total acres, as shown on the subdivision plat entitled Eagle Ridge from LI (Light Industrial) to R-2 (Medium Density Residential).

5. Ordinance No. 3681

An Ordinance to Close and Vacate Certain Rights-of-Ways within the City of Morristown (Barnard Avenue, a portion of Stillwell Avenue and a portion of unimproved alleyway between Stillwell Avenue and Converse Street).

6. Ordinance No. 3682

An Ordinance to amend the municipal code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel id # 032048 04301, from HI (heavy industrial district) to R3 (high density residential district) (Dearing Road and Hwy. 160).

7. Ordinance No. 3683

An Ordinance of the City Council of Morristown, Tennessee Amending Title 14 (Zoning and Land Use Control), Chapter 33 (Landscape, Buffers, and Screening) of the Morristown Municipal Code.

8. Ordinance No. 3684

An Ordinance of the City Council of Morristown, Tennessee Amending Title 8, Chapter 2, Section 211 of the Morristown Municipal Code (Beer).

9. **NEW BUSINESS**

9-a. **Resolutions**

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. ____
Being an Ordinance of the City Council of Morristown, Tennessee Amending
Title 10 of the Morristown Municipal Code (Animal Control).
{Public Hearing April 20, 2021}

9-c. Awarding of Bids/Contracts

1. Approval of the County Inmate Usage 2021 Agreement between the City of Morristown and Hamblen County (Litter Crew).
2. Approval of Proposal from Morristown Shredder, Inc. DBA Morristown Iron & Metals to provide recycle services for surplus vehicles. The City will be paid \$.08 per pound of metal.
3. Approval to accept the best and lowest bid from Neely Coble Company for a 2021 Landscaping Flatbed Dump Truck in the amount of \$57,885.
4. Approval of the recommendation from BurWil Construction and The Sports Facilities Companies to accept the best and lowest bid from Mobile Fixture for food service equipment at Morristown Landing in the amount of \$223,914.03.
5. Approval of Bridge Pay Service Agreement for Gateway Services for Credit Card Processing for Parks & Recreation Software.
6. Approval to declare Vehicle #334, 2019 Dodge Charger, as surplus due to water damage and accept a total loss insurance payment of \$24,500.00. (VIN# 2C3CDXAG3KH545294).
7. Approval to declare Vehicle #56, 2006 Ford Crown Vic, as surplus and to dispose of properly via online auction site GovDeals. (VIN#: 2FAFP71W76X165450).
8. Approval of the Change Order for Glass Machinery increasing the contract \$49,957 for East Tennessee Progress Center Site 12 Project funded by Site Development Grant.
9. Approval to purchase a 2022 Kenworth/Pak More Rear Loader Sanitation Truck in the amount of \$167,930 from Statewide Contract (PO#21001977).
10. Approval of the recommendation from LDA Engineering to accept the best and lowest bid from Summers-Taylor, Inc. in the amount of \$109,975 for the Croxdale Road Slope Stabilization Project.

11. Approval of the recommendation from LDA Engineering to accept the best and lowest bid from Adams Construction, LLC in the amount of \$448,750 for the Brights Pike Bridge Replacement Project.

9-d. Board/Commission Appointments

9-e. New Issues

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

**WORK SESSION
Post-Meeting Work Session
April 6, 2021**

1. Insurance S vs P
2. Title 9 Farmers Market
3. DIA Presentation – City Center Interior Items

City Council Meeting/Holiday Schedule.

April 6, 2021	Tuesday	3:00	Finance Committee Meeting
April 6, 2021	Tuesday	4:00	Work Session – Council Agenda Review
April 6, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
April 20, 2021	Tuesday	4:00	Work Session – Council Agenda Review
April 20, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
May 4, 2021	Tuesday		Municipal Election Day
May 4, 2021	Tuesday	4:00	Work Session – Council Agenda Review
May 4, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
May 10, 2021	Monday	5:00	Sine Die Council Meeting
May 18, 2021	Tuesday	4:00	Work Session – Council Agenda Review
May 18, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
May 31, 2021	Monday		City Employee's Holiday – Memorial Day
June 1, 2021	Tuesday	3:00	Finance Committee Meeting
June 1, 2021	Tuesday	4:00	Work Session – Council Agenda Review
June 1, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
June 15, 2021	Tuesday	4:00	Work Session – Council Agenda Review
June 15, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
July 5, 2021	Monday		City Employee's Holiday – Observance of
July 6, 2021	Tuesday	4:00	Work Session – Council Agenda Review
July 6, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
July 20, 2021	Tuesday	4:00	Work Session – Council Agenda Review
July 20, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
August 3, 2021	Tuesday	3:00	Finance Committee Meeting
August 3, 2021	Tuesday	4:00	Work Session – Council Agenda Review
August 3, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
August 17, 2021	Tuesday	4:00	Work Session – Council Agenda Review
August 17, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
September 6, 2021	Monday		City Employee's Holiday – Labor Day
September 7, 2021	Tuesday	4:00	Work Session – Council Agenda Review
September 7, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
September 21,	Tuesday	4:00	Work Session – Council Agenda Review
September 21,	Tuesday	5:00	Regular City Council Meeting with Work Session
October 5, 2021	Tuesday	3:00	Finance Committee Meeting
October 5, 2021	Tuesday	4:00	Work Session – Council Agenda Review
October 5, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
October 19, 2021	Tuesday	4:00	Work Session – Council Agenda Review
October 19, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
November 2, 2021	Tuesday	4:00	Work Session – Council Agenda Review
November 2, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
November 16,	Tuesday	4:00	Work Session – Council Agenda Review
November 16,	Tuesday	5:00	Regular City Council Meeting with Work Session
November 25-26,	Thurs/Fr		City Employee's Holiday – Thanksgiving Holiday
December 7, 2021	Tuesday	3:00	Finance Committee Meeting
December 7, 2021	Tuesday	4:00	Work Session – Council Agenda Review
December 7, 2021	Tuesday	5:00	Regular City Council Meeting with Work Session
December 21,	Tuesday	4:00	Work Session – Council Agenda Review
December 21,	Tuesday	5:00	Regular City Council Meeting with Work Session
December 24,	Friday		City Employee's Holiday – Observance of Christmas

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
MARCH 16, 2021**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, March 16, 2021, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present: Al A'Hearn, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith. Absent: Chris Bivens.

Councilmember Al A'Hearn led in the invocation and "Pledge of Allegiance".

Councilmember Smith made a motion to approve the March 2, 2021 minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Mayor Chesney presented the Government Finance Officers Association Distinguished Budget Presentation Award for the Fiscal Year Beginning July 1, 2020. This is the tenth consecutive year to receive this award.

Mayor Chesney opened the floor for citizens comments related to Agenda items. Tony Strazzullo spoke.

A Public Hearing was held relating to Ordinance Numbers 3668, 3669, 3670, 3671, 3672, 3673, 3674, 3675, 3676, 3677; no one spoke.

Councilmember A'Hearn made a motion to approve Ordinance Numbers 3668, 3669, 3670, 3671, 3672, 3673, 3674, 3675, 3676, 3677 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3668

An Ordinance of the City Council of the City of Morristown, Tennessee to amend Title 12 (Fire and Construction Codes), Chapter 1, Sections 12-101, 12-102, 12-103, 12-104, 12-105 and Chapter 2, Section 12-201 to adopt the Uniform Fire Code and Fire District, 2018 Edition.

Ordinance No. 3669

An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(1) to adopt the International Building Code, 2018 Edition.

Ordinance No. 3670

An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-302(2) to adopt the International Residential Code, 2018 Edition.

Ordinance No. 3671

An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(3) to adopt the International Existing Building Code, 2018 Edition.

Ordinance No. 3672

An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(4) to adopt the International Plumbing Code, 2018 Edition.

Ordinance No. 3673

An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(5) to adopt the International Mechanical Code, 2018 Edition.

Ordinance No. 3674

An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(6) to adopt the International Fuel Gas Code, 2018 Edition.

Ordinance No. 3675

An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(7) to adopt the International Property Maintenance Code, 2018 Edition.

Ordinance No. 3676

An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(9) to adopt the International Energy Conservation Code, 2018 Edition.

Ordinance No. 3677

An Ordinance of the City Council of the City of Morristown to amend the City Code of Ordinances Title 12 (Fire and Construction Codes), Chapter 3, Section 12-301(10) to adopt the International Swimming Pool and Spa Code, 2018 Edition.

Councilmember Smith made a motion to approve Resolution Number 19-21. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Resolution 19-21

A Resolution of the City Council of the City of Morristown, Tennessee Directing Payment of Electric Tax Equivalent.

Councilmember Pedigo made a motion to approve Resolution Number 20-21. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Resolution 20-21

A Resolution of the City Council of the City of Morristown, Tennessee Directing Payment of Wastewater Tax Equivalent.

Councilmember Senter made a motion to approve Resolution Number 21-21. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Resolution 21-21

A Resolution of the City Council of the City of Morristown, Tennessee approving the Civil Service Board's Amendments to its Public Safety and Standards for Promotion (orange) Book.

Councilmember Smith made a motion to approve Ordinance No. 3678, on first reading and schedule a public hearing relative to final passage of said ordinances for April 6, 2021. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3678

Entitled an Ordinance to Annex a portion of Hamblen County Tax Parcel ID #025 15915 000 and to Incorporate same within the Corporate Boundaries of the City of Morristown Tennessee (North Davy Crockett Parkway).

Councilmember A'Hearn made a motion to approve Ordinance No. 3679, on first reading and schedule a public hearing relative to final passage of said ordinances for April 6, 2021. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3679

Entitled an Ordinance to Amend the Municipal Code of The City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 025 15915 000 from R2 (Medium Density Residential District) to IB (Intermediate Business District) (North Davy Crockett Parkway).

Councilmember Senter made a motion to approve Ordinance No. 3680, on first reading and schedule a public hearing relative to final passage of said ordinances for April 6, 2021. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3680

Entitled an Ordinance to Amend the Municipal Code of The City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 033D G 00100 000, Lots 1 through 11, 2.073 total acres, as shown on the subdivision plat entitled Eagle Ridge from LI (Light Industrial) to R-2 (Medium Density Residential).

Councilmember A'Hearn made a motion to approve Ordinance No. 3681, on first reading and schedule a public hearing relative to final passage of said ordinances for April 6, 2021. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3681

Entitled an Ordinance to Close and Vacate Certain Rights-of-Ways within the City of Morristown (Barnard Avenue, a portion of Stillwell Avenue and a portion of unimproved alleyway between Stillwell Avenue and Converse Street).

Councilmember Pedigo made a motion to approve Ordinance No. 3682, on first reading and schedule a public hearing relative to final passage of said ordinances for April 6, 2021. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3682

Entitled an Ordinance to amend the municipal code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel id # 032048 04301, from HI (heavy industrial district) to R3 (high density residential district) (Dearing Road and Hwy. 160).

Councilmember A'Hearn made a motion to approve Ordinance No. 3683, on first reading and schedule a public hearing relative to final passage of said ordinances for April 6, 2021. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3683

Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 14 (Zoning and Land Use Control), Chapter 33 (Landscape, Buffers, and Screening) of the Morristown Municipal Code.

Councilmember Senter made a motion to approve Ordinance No. 3684, on first reading and schedule a public hearing relative to final passage of said ordinances for April 6, 2021. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3684

Being an Ordinance of The City Council of Morristown, Tennessee Amending Title 8, Chapter 2, Section 211 of the Morristown Municipal Code (Beer).

Councilmember Pedigo made a motion to approve the recommendation of Request for Proposals from Tennessee Turfmasters and Oakview Landscaping and Lawn Care to provide Turf Management and Mowing Services in the amount of \$204,706. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve a one (1) year contract for Landscaping and Mowing Services with Tennessee Turfmasters in the amount of \$85,606. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve a one (1) year contract for Landscaping and Mowing Services with Oakview Landscaping and Lawn Care in the amount of \$119,100. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the acceptance of the bids for Surplus Properties to Various Bidders Totaling \$29,457.01. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to accept the contribution from Dick's Sporting Goods in the amount of \$1,500. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the Memorandum of Understanding between City of Morristown and Knoxville-Knox County Community Action Committee (KCAC) for Administrative Services. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the Purchase Order to Temple, Inc. for the Purchase of Traffic Signal Cabinets in the amount of \$14,356. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the proposal from LDA Engineering for Services During Construction in the amount of \$6,000, Resident Project Representative Services in the amount not to exceed \$40,000 and Record Drawing Services in the amount not to exceed \$3,500 for the Wayne Hansard Park Drainage Improvements Project. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the proposal from LDA Engineering for Services During Construction in the amount of \$8,000 and Resident Project Representative Services in the amount not to exceed \$40,000 for the North Cumberland Street Improvements Project. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the proposal from LDA Engineering for Services During Construction in the amount of \$10,000 and Resident Project Representative Services in the amount not to exceed \$40,000 for the West Main Street Drainage Improvements Project. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Promotion of Kenneth Hinkle and Craig Jarnagin to Lieutenant for the Morristown Police Department. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the Promotion of Travis Stansell and Diana Morgan to Sergeant for the Morristown Police Department. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Promotion of Matt Stuart to Corporal for the Morristown Police Department. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided. Paul Sciortino, Jr., Jennifer Clark, Lisa Brown, Rob Burke, Dennie Fields, Linda Noe, Tony Strazzullo spoke.

Mayor Gary Chesney adjourned the March 16, 2021 Morristown City Council meeting at 6:22 p.m.

Mayor

Attest:

City Administrator

**PLAN OF SERVICES
RESOLUTION NO. 22-21**

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF A PORTION OF HAMBLÉN COUNTY TAX PARCEL ID #025 15915 000, THE SOUTHWEST CORNER OF SAID PARCEL BEING LOCATED APPROXIMATELY 350 FEET NORTH OF CLINCHVIEW DRIVE, FOLLOWING THE EASTERN RIGHT-OF-WAY LINE OF NORTH DAVY CROCKETT HIGHWAY:

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 that section of the below described parcel highlighted in yellow and shown at the attachment Exhibit A;

BEGINNING at an iron pin in the eastern right of way boundary of Davy Crockett Parkway. Said point of beginning located .40 miles, more or less, from the intersection of Morelock Road and Davy Crockett Parkway. Thence North 12 deg. 57 min. 360 sec. West 320 feet to an iron pin, corner to remaining lands of Grantor. Thence severance line north 82 deg. 11 min. 52 sec. East 503.95 feet to an iron pin; thence South 2 deg. 9 min. 36 sec. East 320 feet to an iron pin, corner to George Price property; thence with the northern severance line of Price, South 82 deg. 09 min. 54 sec. West 443.73 feet to an iron pine in the eastern right of way boundary of Davy Crockett Parkway, the point of BEGINNING.

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 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

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

Sanitary Sewer Service

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

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. 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.

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

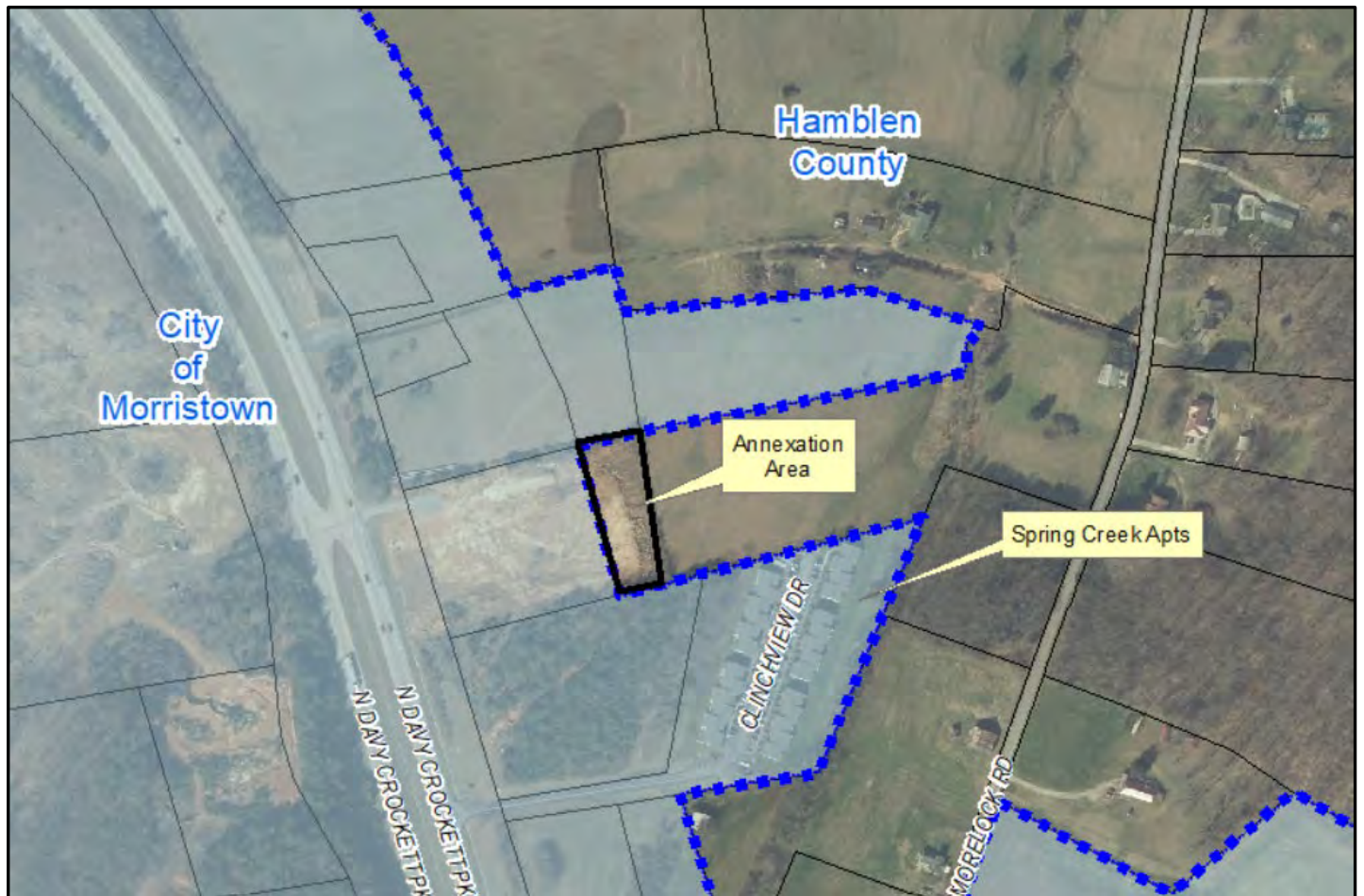
Passed on this _____ of _____, 2021.

Mayor

ATTEST:

City Administrator

Exhibit A:



City of Morristown

Incorporated 1855

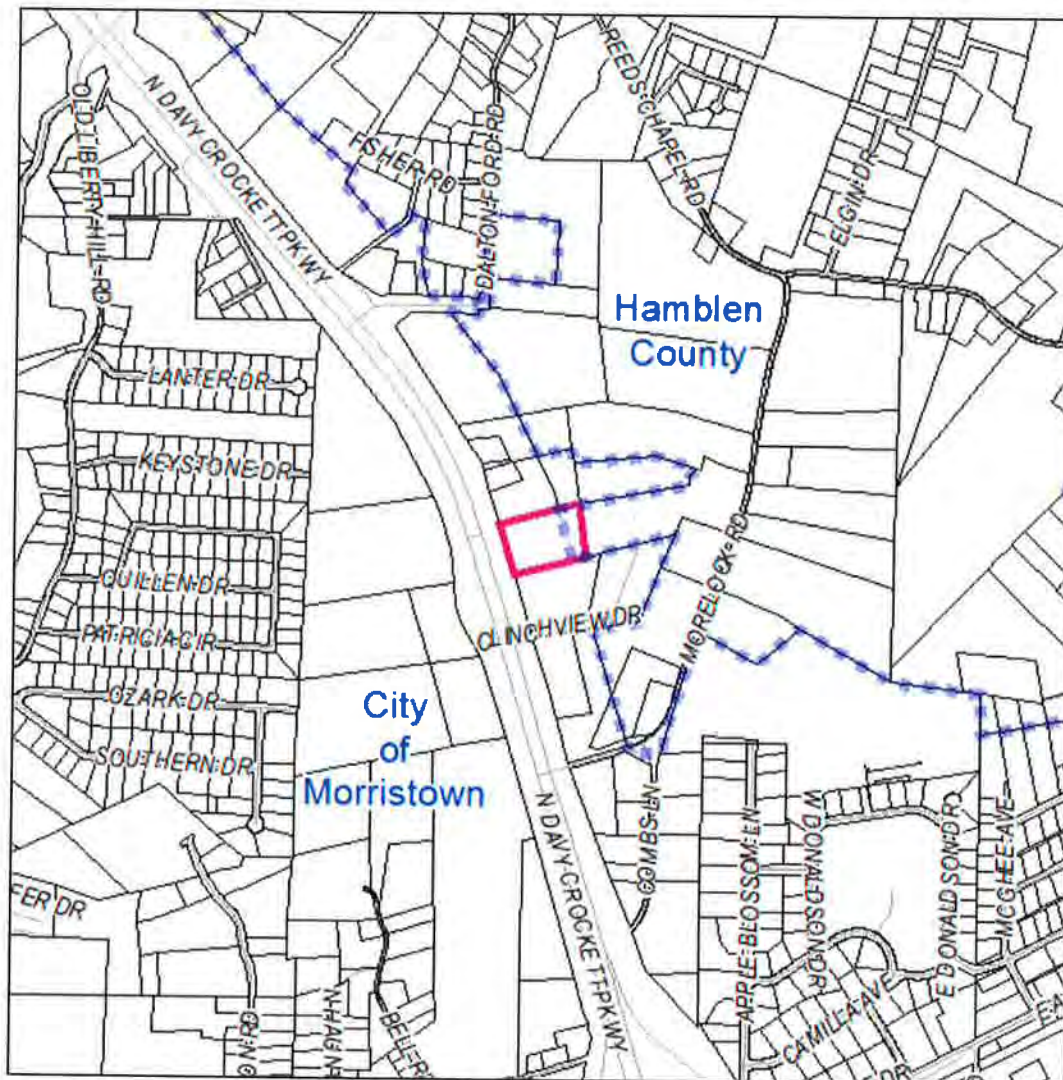
DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: City Council
FROM: Lori Matthews, Senior Planner
DATE: March 16th, 2021
REQUEST: Annexation Request

SUBMITTAL:

Mr. Roger Porter, representing RCCP, LP, is requesting the City annex in full, their property located along North Davy Crockett Parkway, adjacent to Spring Creek Apartments. The 3.5 acre parcel was only partially assumed with the corridor annexation in 1995, roughly $\frac{3}{4}$ of an acre being left outside the City limits.

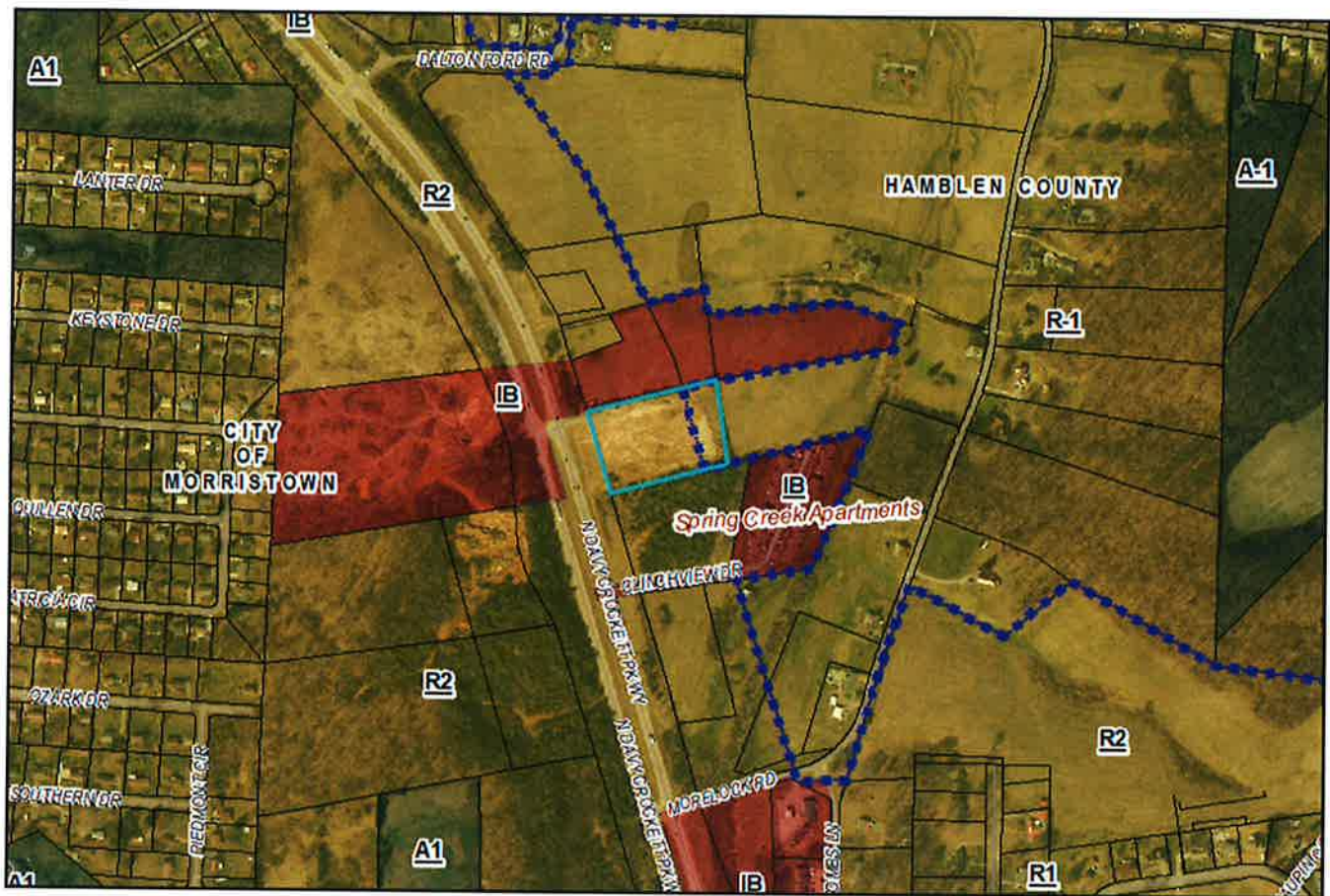


Currently, that portion of property inside the City is zoned R-2 (Medium Density Residential). The remainder which is not inside the City is zoned R-1 (Single Family Residential) by Hamblen County. If left as is, development of this property would become a chore to both property owner and tax accessor.

As the applicant is wishing to develop the property into a retail business, he has requested the subject property be brought into the City with IB (Intermediate Zoning), should the annexation be granted. The applicant has submitted a request to be heard concurrently, to rezone the property (currently inside the City) from R-2 to IB.

In short, should the annexation be granted, and the rezoning request be approved, the entire parcel of land would then be commercially zoned, as are the properties across the highway and those which adjoin to the north.

The Plan of Services attached indicates Morristown Utilities will service the site with electric, water and sanitary sewer. Sanitary sewer will be brought from the east (along Spring Creek) with water service is available along the highway.



RECOMMENDATION:

This annexation request was heard before the Morristown Regional Planning Commission on March 9th 2021; where they voted unanimously to forward the request on to City Council for approval.

1995 Annexation boundary shown as highlighted



ORDINANCE NO. 3678
ENTITLED AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE
SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MORRISTOWN
TENNESSEE

*Annexation of a portion of Hamblen County Tax Parcel ID #025 15915 000, and as
shown on the attached Exhibit A;*

Section I. 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 6-51:102 of the Tennessee Code Annotated, there is hereby annexed to the City of Morristown Tennessee and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries:

Being that parcel as shown by the attached Exhibit A ; and being that portion of property as highlighted below;

BEGINNING at an iron pin in the eastern right of way boundary of Davy Crockett Parkway. Said point of beginning located .40 miles, more or less, from the intersection of Morelock Road and Davy Crockett Parkway. Thence North 12 deg. 57 min. 360 sec. West 320 feet to an iron pin, corner to remaining lands of Grantor. Thence severance line north 82 deg. 11 min. 52 sec. East 503.95 feet to an iron pin; thence South 2 deg. 9 min. 36 sec. East 320 feet to an iron pin, corner to George Price property; thence with the northern severance line of Price, South 82 deg. 09 min. 54 sec. West 443.73 feet to an iron pine in the eastern right of way boundary of Davy Crockett Parkway, the point of BEGINNING.

(2) IB (Intermediate Business) 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 16th day of March 2021.

Mayor

ATTEST:

City Administrator

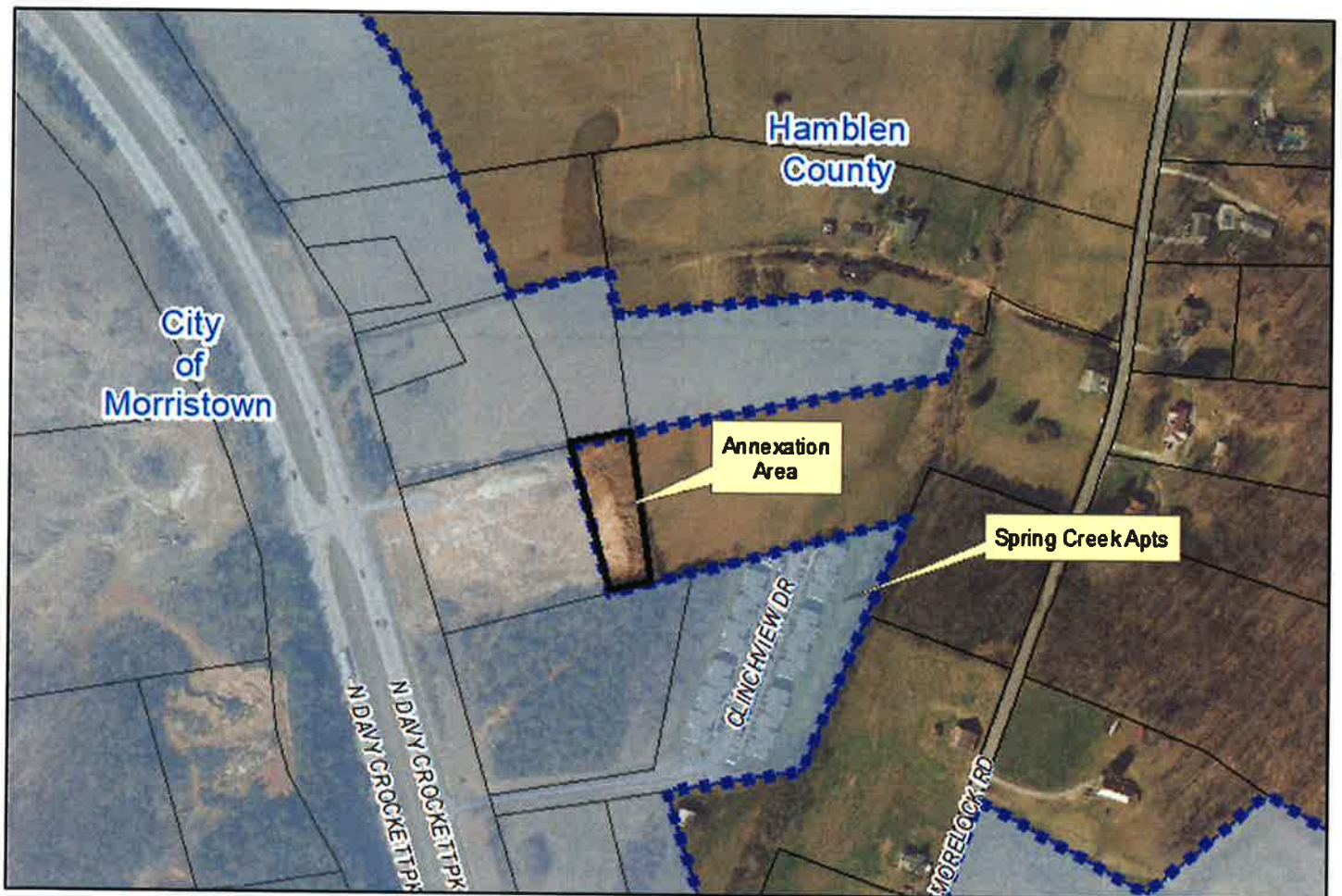
Passed on second and final reading the 6th day of April 2021.

Mayor

ATTEST:

City Administrator

Exhibit A:



City of Morristown

Incorporated 1855-

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



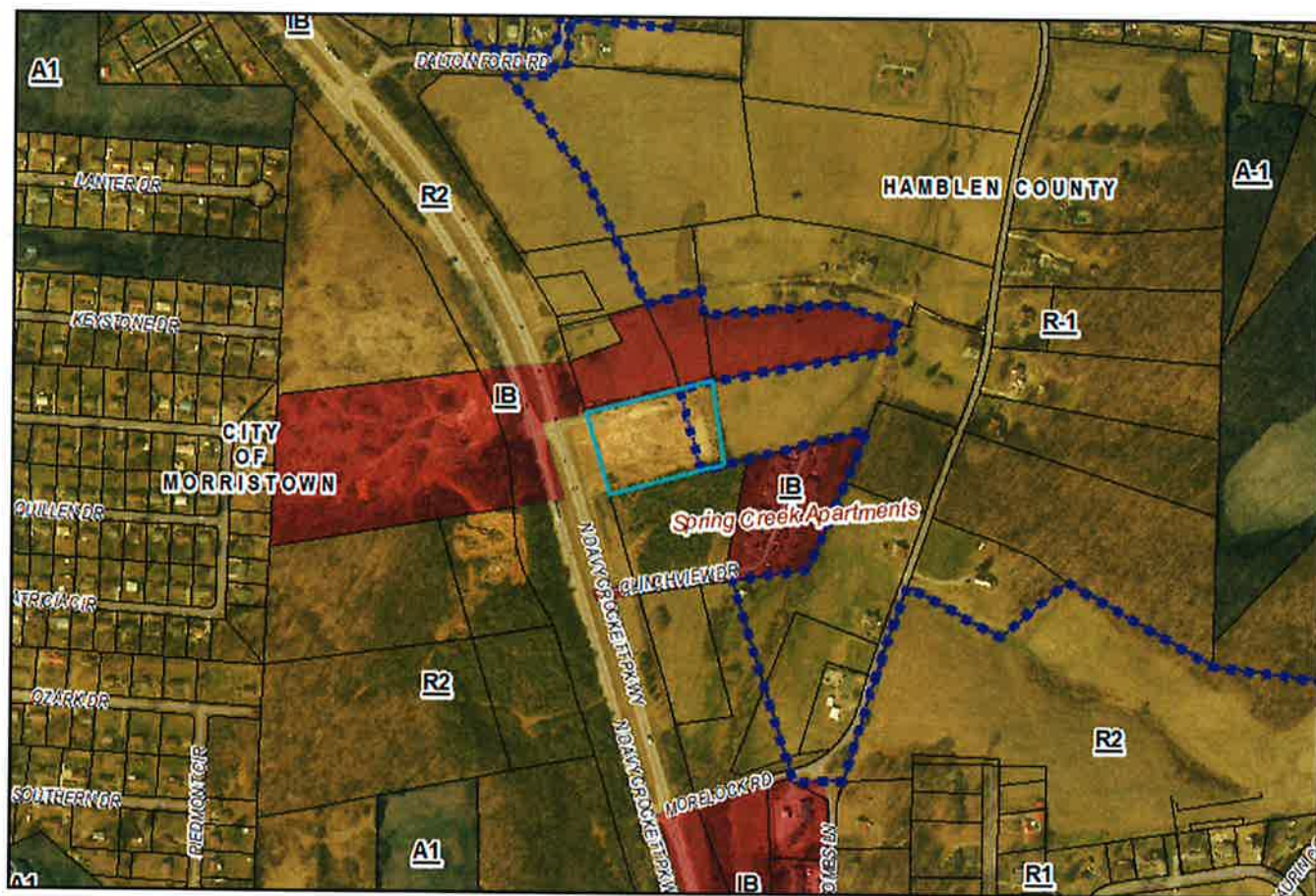
TO: City Council
FROM: Lori Matthews, Senior Planner
DATE: March 16th 2021
REQUEST: Rezoning Request

SUBMITTAL:

Property owner RCCP, LP is requesting their property, located along North Davy Crockett Highway, be rezoned from R-2 (Medium Density Residential) to IB (Intermediate Business). Currently vacant, the owners have plans to develop the property at a future date.

This property was brought into the City of Morristown in 1995, as part of a corridor annexation. Although located off of a major thoroughfare, much of the property adjacent to the site has remained as large undeveloped tracts of land. Adjoining to the north is property rezoned to Intermediate Business, as is the large parcel across the highway. Spring Creek Apartments (built early 1990's) is also zoned Intermediate Business.

As the only access to the property will be from 25E, and adjoining properties are compatibly zoned, Staff is in favor of this request.



RECOMMENDATION:

This rezoning request was heard before the Morristown Regional Planning Commission on March 9th 2021; where upon they voted to forward the request on to City Council for approval.

ORDINANCE NO. 3679,

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

{Rezoning of Hamblen County Tennessee Tax Parcel ID # 025 15915 000 from R2 (Medium Density Residential District) to IB (Intermediate Business 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 R2 (Medium Density Residential District) to IB (Intermediate Business District);

BEING all of Hamblen County Tax Parcel ID # 025 15915 000 as shown by the 2021 Hamblen County CAMA data, more particularly described below:

BEGINNING at an iron pin in the eastern right of way boundary of Davy Crockett Parkway. Said point of beginning located .40 miles, more or less, from the intersection of Morelock Road and Davy Crockett Parkway. Thence North 12 deg. 57 min. 360 sec. West 320 feet to an iron pin, corner to remaining lands of Grantor. Thence severance line north 82 deg. 11 min. 52 sec. East 503.95 feet to an iron pin; thence South 2 deg. 9 min. 36 sec. East 320 feet to an iron pin, corner to George Price property; thence with the northern severance line of Price, South 82 deg. 09 min. 54 sec. West 443.73 feet to an iron pine in the eastern right of way boundary of Davy Crockett Parkway, 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 Intermediate Business (IB) District 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 16th day of March 2021.

Mayor

ATTEST:

City Administrator

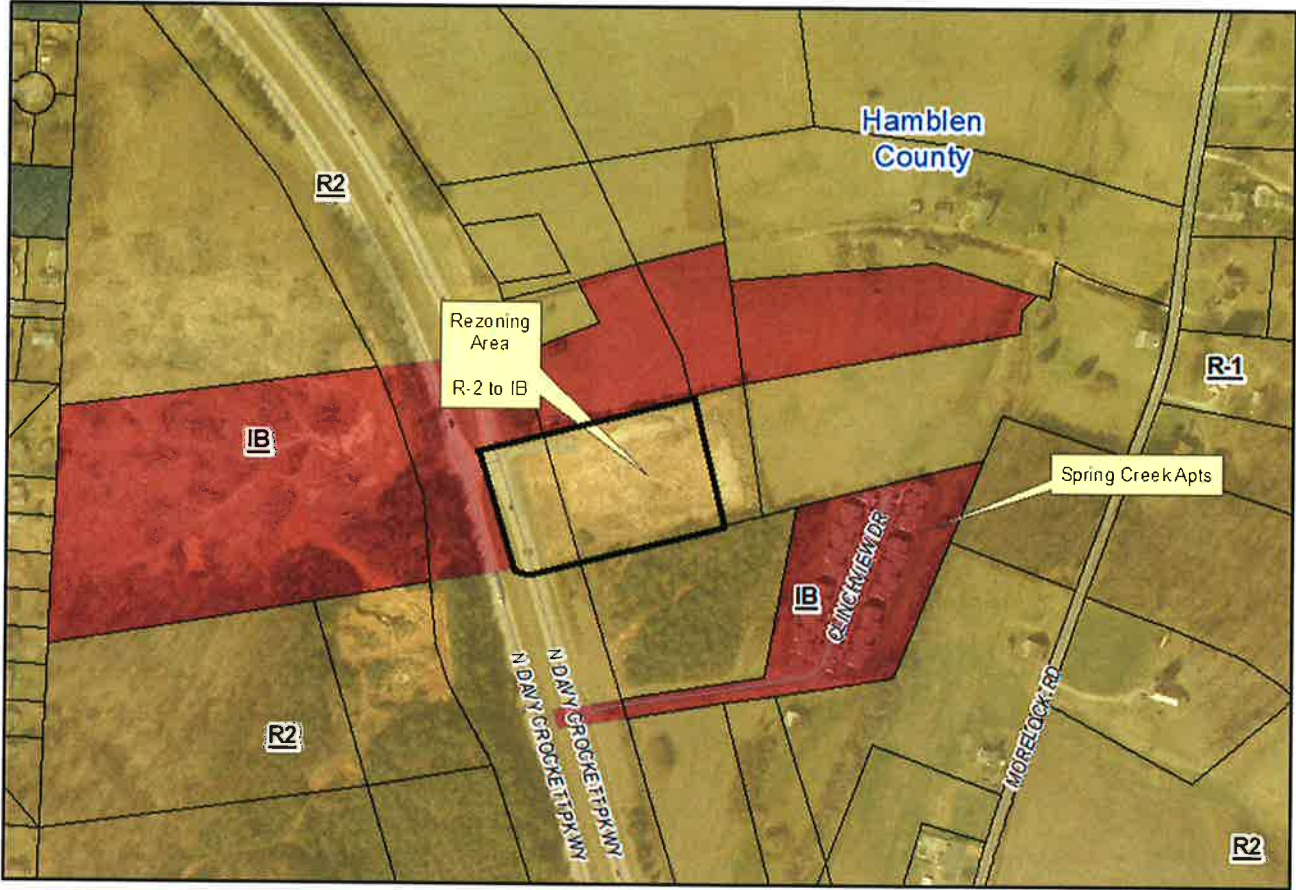
Passed on second and final reading the 6th day of April 2021.

Mayor

ATTEST:

City Administrator

Exhibit A:



City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING

TO: City Council
FROM: Lori Matthews, Senior Planner
DATE: March 16th 2021
REQUEST: Rezoning Request

SUBMITTAL:

Property owner Consolidated Storage, LLC has requested that a portion of their property, 1907 Davis Street, be rezoned from LI (Light Industrial) to R-2 (Medium Density Residential). The property(s) involved are located at the corner of Davis Street and East Converse Street. The applicant wishes to rezone approximately 2 acres of the property to R-2 (Medium Density Residential) in order to build single family housing. (*this request is one of two items before City Council which need to be reviewed concurrently)

The 10 acre site, was once home to Magnavox, Anchor Brush and Team Technology. The main warehouse still exists on site and is being renovated by the property owner (new roof, new paint job). This rezoning request is for that portion of property which faces East Converse Street, which will include abandoning some unused rights-of-way.

As shown on the graphic below, the predominant use of land in this area of the City is indeed residential, albeit, many homes are still zoned for industrial use, not for residential use. Staff has reached out to more than a dozen property owners, asking if they wish to have their property rezoned. Most residents are unaware of the fact, that, should the use of their house be relinquished, i.e. by fire damage, becomes inhabitable, etc., the house may not be rebuilt while the property is still zoned Light industrial.

Infill of residential housing seems to have caught on in a few areas of Morristown. Some vacant properties have opened up for redevelopment, with the help of our Building Official, Mr. Greg Ellison. The City has been able to demolish several dozen houses which were not only inhabitable, but were bringing down surrounding property values. Contractors have been able to purchase these vacant properties to build *new* housing.

RECOMMENDATION –

This rezoning request was heard before the Morristown Regional Planning Commission on March 9th 2021, where upon it was voted to forward the request on to City Council for approval.



Requested Rezoning Area shown in pink above (approximately 108,600 square feet)

ORDINANCE NO. 3680

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

{Rezoning of Hamblen County Tennessee Tax Parcel ID # 033D G 00100 000 from LI (Light Industrial) to R-2 (Medium Density Residential), 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 LI (Light Industrial) to R-2 (Medium Density Residential);

BEING all of Lots 1 through 11, 2.073 total acres, as shown on the subdivision plat entitled Eagle Ridge, which is recorded in the Hamblen County Register of Deeds office located within the Hamblen County Courthouse;

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 16th day of March 2021.

Mayor

ATTEST:

City Administrator

Mayor

City Administrator

LOT DIMENSIONS:

- LOT 1: 80.00' x 116.00' (0.111 AC +/- 140.50 FT²)
- LOT 2: 65.00' x 116.00' (0.121 AC +/- 140.50 FT²)
- LOT 3: 65.00' x 116.00' (0.121 AC +/- 140.50 FT²)
- LOT 4: 65.00' x 116.00' (0.121 AC +/- 140.50 FT²)
- LOT 5: 65.00' x 116.00' (0.121 AC +/- 140.50 FT²)
- LOT 6: 65.00' x 116.00' (0.121 AC +/- 140.50 FT²)
- LOT 7: 65.00' x 116.00' (0.121 AC +/- 140.50 FT²)
- LOT 8: 65.00' x 116.00' (0.121 AC +/- 140.50 FT²)
- LOT 9: 65.00' x 116.00' (0.121 AC +/- 140.50 FT²)
- LOT 10: 65.00' x 116.00' (0.121 AC +/- 140.50 FT²)
- LOT 11: 115.00' x 116.00' (0.101 AC +/- 120.50 FT²)

TRACT DIMENSIONS:

- TRACT 1-R: 2.912 ACRES+ (0.294 ACRES+)
- TRACT 2-R: 7.443 ACRES+ (1.507 DAVIS ST)
- TRACT 3-R: 0.294 ACRES+ (1.507 DAVIS ST)

STORM EASEMENT TABLE:

LINE	BEARING	DISTANCE
S1	N 33°48'46" E	10.00'
S2	N 33°48'46" E	31.36'
S3	S 12°13'00" W	22.93'
S4	E 12°13'00" W	100.00'

CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	TANGENCY
C1	25.00'	39.27'	35.36'	N 78°48'46" E	25.00'

ZONING DETAIL:

- LOTS 1-11: ZONED R1 (RESIDENTIAL SINGLE-FAMILY)
- TRACT 1-R: ZONED R1 (RESIDENTIAL SINGLE-FAMILY)
- TRACT 2-R: ZONED R1 (RESIDENTIAL SINGLE-FAMILY)
- TRACT 3-R: ZONED R1 (RESIDENTIAL SINGLE-FAMILY)

Appalachia Design Services, INCORPORATED

City of Morristown

Incorporated 1855

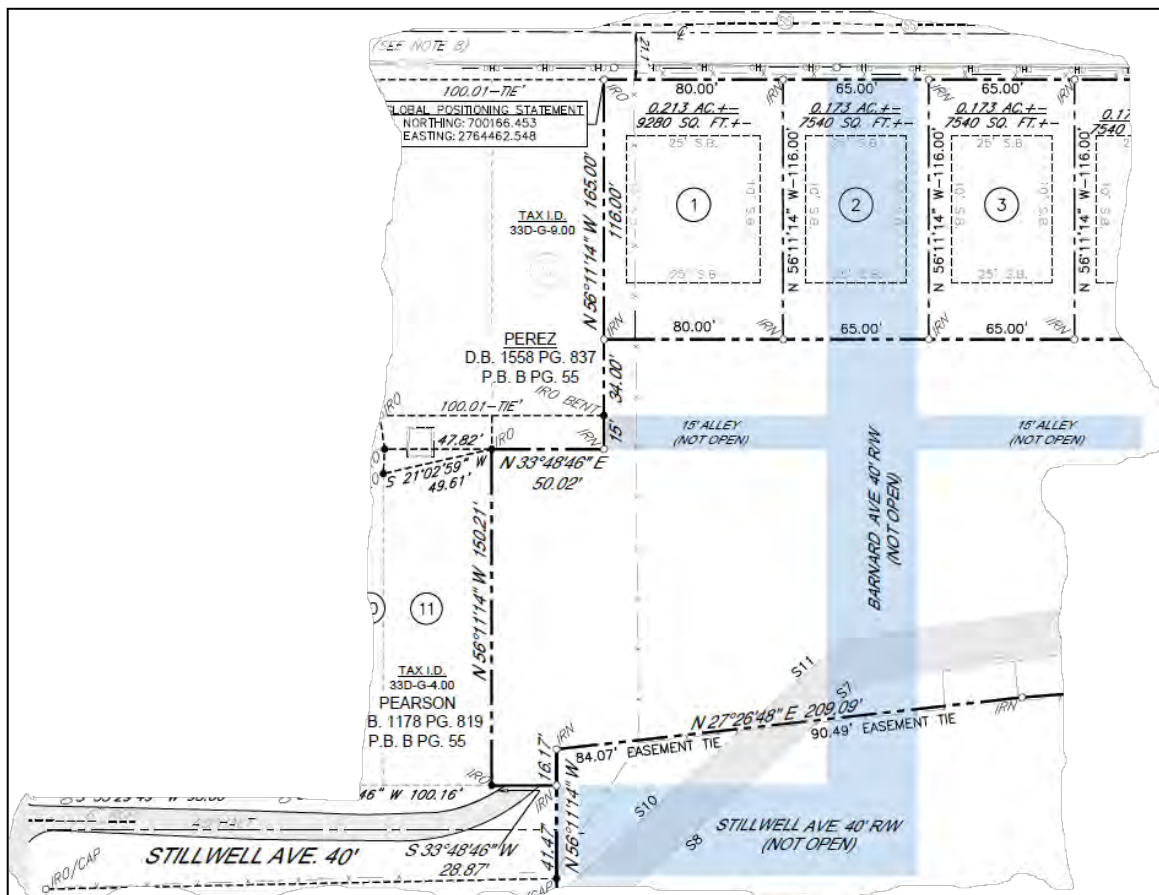
DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING

TO: Morristown Planning Commission
FROM: Lori Matthews, Senior Planner
DATE: March 16th 2021
REQUEST: Rights-of-Way Abandonment Request

SUBMITTAL:

Property owner Consolidated Storage, LLC., has submitted a request to abandon a portion of Stillwell Avenue, and abandon in full Barnard Avenue. Barnard Avenue, a 40 foot undeveloped right-of-way, is located entirely within Hamblen County Tax Parcel ID # 033D G 001.00. That portion of Stillwell Drive to be abandoned, also a 40 foot right-of-way, will start at its intersection with Barnard Drive, and end at the southwest property line of Hamblen County Tax Parcel ID # 033D G 005.00. Stillwell Avenue was only partially developed and resembles more of a driveway than an actual street. (*this request is one of two items before the City Council which need to be reviewed concurrently)

All utilities and the City Public Works Department have been notified and are good with this request.



RECOMMENDATION:

This vacating request was heard before the Morristown Regional Planning Commission on March 9th 2021, where upon it was voted to forward the request on to City Council for approval.

ORDINANCE NO. 3681

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

{Barnard Avenue, a portion of Stillwell Avenue, and Unimproved Alleyway}

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-ways are hereby closed, vacated and abandoned:

Barnard Avenue from beginning to end, which is from East Converse Street to its intersection with Stillwell Avenue;

Stillwell Avenue from its intersection with Barnard Avenue and extending along the southeast property line of Hamblen County Tax Parcel ID # 033D G 00500 000

Unimproved Alleyway approximately 200 feet, running between Stillwell Avenue and Converse Street

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 16th day of March 2021.

Mayor

ATTEST:

City Administrator

Passed on second and final reading this the 6th day of April 2021.

Mayor

ATTEST:




The City of Morristown

Community Development & Planning



TO: Morristown City Council

FROM: Josh Cole, Planner 

DATE: March 16th, 2021

SUBJECT: Dearing Road Rezoning: HI to R3

BACKGROUND:

This is a request from the property owners to rezone a parcel located at the northeast intersection of Dearing Road and Highway 160 from Heavy Industrial (HI) to High Density Residential (R3).

This parcel is 12.79 acres in size and is currently vacant but has recently been used as a spoils site. If the rezoning is approved, the owners have stated that they will seek to create a single-family residential subdivision. It has Highway 160 to the south, Performance Food Service to the west, a single-family residential unit and a cemetery to the north, and single-family residential units and Living Promise Lutheran Church to the east across Dearing Road.



Prior to any development on this site, the developer will have to submit a plan that meets all city requirements.

It should also be noted that staff has reached out to the owner of the property that is to the east and surrounded by the subject property of this request but have yet to hear anything from the owner.

RECOMMENDATION:

Staff believes that rezoning this property to a residential district will provide the opportunity for residential development within the city limits. Additionally, most of the properties along road and to the north contain residential units. Thus, staff recommends approval of this request and Planning Commission voted in support of this request by an 8-0 vote at their March 9th meeting.



ORDINANCE NO. 3682

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

{Rezoning of Hamblen County Tennessee Tax Parcel ID # 032048 04301, from HI (Heavy Industrial District) to R3 (High Density Residential District), the general location being shown on the attached exhibit A.}

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from HI (Heavy Industrial District) to R3 (High Density Residential District);

BEGINNING at a monument at the intersection of Highway 160 and Dearing Road, thence with the right-of-way of Highway 160 N 72 deg. 12 min. 20 sec. W 267.23 feet to a monument; thence N 64 deg. 27 min. 15 sec. W 252.54 feet to an old iron pin in the corner of Morristown Tennessee Statutory Trust (RB 971/579); thence N 35 deg. 39 min. 38 sec. E 161.041 feet to an old iron pin; thence N 03 deg. 46 min. 09 sec. E 337.91 feet to an old iron pin; thence N 44 deg. 50 min. 13 sec E 254.73 feet to an old iron pin; thence N 70 deg. 15 min. 35 sec. E 218.01 feet to a fence corner; thence N 13 deg. 26 min. 15 sec. W 239.62 feet to an old iron pin; thence N 55 deg. 14 min. 58 sec. E 243.69 feet to an old iron pin in the line of Harvey (WD 310/509), thence S. 87 deg. 40 min.54 sec. E 289.10 feet to a fence corner, corner to Alpha Cemetery; thence S 15 deg. 41 min. 26 sec. W 162.84 feet to a fence corner; thence S 22 deg. 27 min. 00 sec. E 80.13 feet to a new iron pin in the western right-of-way of Dearing Road; thence S 72 deg. 58 min. 00 sec. W 24.28 feet; thence with a curve to the left having a length of 106.49 feet, a radius of 110.00 feet, and an I of 55 deg. 28 min. 00 sec; thence S 17 deg. 29 min. 45 sec. W 371.48 feet to an old iron pin corner to Mease (RB 971/581 and WD 118/263); thence S 76 deg. 40 min 26 sec W 283.64 feet to an old iron pin; thence S 09 deg. 46 min. 53 sec. E 134.18 feet to an old iron pin; thence N 88 deg.20 min. 00 sec. E 195.20 feet to an old iron pin in the western right of way of Dearing Road; thence S 14 deg. 16 min. 04 sec. W 95.99 feet to a monument; thence S 45 deg. 33 min. 05 sec. W 56.52 feet to a monument; thence S 09 deg. 33 min. 00 sec. W 101.87 feet to a monument; thence S 26 deg. 21 min. 46 sec. W 205.36 feet to the point of BEGINNING, containing 12.7931 acres according to survey of William H. Shockley, TRLS No. 973, dated November 12, 2007.

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used for High Density Residential District (R3) 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 16th day of March 2021.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 6th day of April 2021.

Mayor

ATTEST:

City Administrator

Exhibit A:




The City of Morristown

Community Development & Planning



TO: Morristown City Council

FROM: Josh Cole, Planner 

DATE: March 16th, 2021

SUBJECT: Text Amendment
Chapter 33: Landscape, Buffers, and Screening

BACKGROUND:

As City Council may be aware, staff has been working the past few years on updating the zoning ordinance. The city's horticulturist, Mike Cupp, recently delved into Chapter 33 "Landscape, Buffers, and Screening" to assist in updating this chapter.

After a thorough review, the major change being proposed is updating the recommended species of trees, shrubs, and ground covers (Section 14-3307). Staff is proposing to amend some of the recommendations of the current list based on disease, plant availability, being non-native, and change of species. Additionally, staff is proposing adding trees to this list. The updated list is one that will help the community by having trees and other landscape that native to our region, not subject to disease, and will provide a diversity of trees.

Other minor changes include providing a correct definition of caliper (Section 14-3302), removing plastic and adding pine as components of the definition of mulch (Section 14-3302), and adjusting the minimum tree height at planting to match the minimum caliper required in evergreen trees (Section 14-3303.B.3).

RECOMMENDATION:


Staff believes that the proposed changes to Chapter 33 will help benefit the community and developers as they prepare their landscape plans. Eliminating landscape that are prone to disease and non-native will increase the likelihood of them surviving into maturity and lessen the need to continuously replant landscape. Planning Commission recommended approval by an 8-0 vote at their March 9th meeting.

The City of Morristown

Community Development & Planning



TO: Morristown City Council

FROM: Josh Cole, Planner 

DATE: March 16th, 2021

SUBJECT: Text Amendment
Chapter 33: Landscape, Buffers, and Screening

Proposed Changes:

Section-14-3302. Definitions

Caliper: ~~A horticultural method of measuring the diameter of the trunk of a nursery-grown tree for the purpose of determining size. The caliper of the trunk is measured six inches above the ground for trees up to and including four inches in diameter and 12 inches above the ground for trees greater than four inches in diameter.~~

Standard professional practices dictate that trees are measured in this same fashion. The steps are as follows:

- 1) Take any form of tape measure around the trunk of a tree (the tree's circumference), approximately four and a half feet above the ground. This is also known as the dbh (diameter at base height).
- 2) Then take the measurement of tree and divide it by 3.1415 (Pi). The resulting number will be the diameter of the tree trunk, also known as the caliper inch

Mulch: A layer of seasoned wood chips, dry leaves, straw, hay, ~~pine plastic~~, or other materials placed on the surface of the soil around plants to retain moisture, prevent the growth of weeds, and to hold the soil in place or aid plant growth. Also see "Ground Cover".

14-3303. GENERAL REQUIREMENTS

B. Planting Standards

- c. Evergreen trees shall be a minimum of six feet in height and a minimum of ~~two inches~~ **one and one-half inches (1.5")** in caliper at the time of planting.

14-3307. SPECIES RECOMMENDATIONS

A. **Canopy Trees** (*min. expected maturity height of 35 feet*)

<u>Common Name</u>	<u>Scientific Name</u> <u>Height/Spread</u>	<u>Mature</u>
American/Basswood Linden	<i>Tilia Americana</i>	35'-50'/20'-30'
Black Locust*	<i>Robinia Pseudoacacia</i>	35'-70'/25'-35'
Chestnut Oak	<i>Quercus Prinus</i>	60'-70'/60'-70'
Chinkapin Oak	<i>Quercus Muehlenbergii</i>	40'-50'/50'-60'

The City of Morristown

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English Oak	<i>Quercus robur</i>	40'-60'/30'
European Hornbeam	<i>Carpinus betulus</i> and cultivars	40'/40'
Ginkgo (Maidenhair Tree)	<i>Ginkgo biloba</i> (male)	50'-60'/25'-40'
Golden Raintree	<i>Koelreuteria paniculata</i>	20'-35'/25'-40'
Green Ash*	<i>Fraxinus pennsylvanica</i>	50'-60'/25'-30'
Hedge Maple	<i>Acer campestre</i>	70'/30'
Honey Locust*	<i>Gleditsia triacanthus</i>	35'-70'/25'-35'
Katsura Tree	<i>Cercidophyllum japonicum</i>	40'/40'
Lacebark Elm	<i>Ulmus parvifolia</i>	40'-60'/25'-40'
Little Leaf Linden	<i>Tilia cordata</i>	35'-50'/20'-30'
Nuttall Oak	<i>Quercus Nuttalli</i>	40'-60'/35'-50'
Pin Oak	<i>Quercus palustris</i>	50'-80'/25'-40'
Post Oak	<i>Quercus Stellata</i>	40'-50'/35'-50'
Red Maple*	<i>Acer rubrum</i> and cultivars	60'/40'
River Birch*	<i>Betula nigra</i>	50'-90'/40'-60'
Sawtooth Oak	<i>Quercus acutissima</i>	35'-45'/35'-45'
Silver Linden	<i>Tilia tomentosa</i>	40'-50'/20'-30'
Southern Magnolia	<i>Magnolia grandiflora</i> 'Carolina'	80'/40'-60'
Sugar Maple	<i>Acer Saccharum</i>	60'-75'/40'-50'
Yellow Wood*	<i>Cladrastis kentukea</i>	35'-50'/20'-25'
Yellow Tulip Poplar	<i>Liriodendron Tulipifera</i>	70'-90'/40'
Yoshino Cherry	<i>Prunus x. yedoensis</i>	40'/30'

B. Understory Shade Trees (max. expected maturity height of 25 feet)

Common Name	Scientific Name	Mature
	Height/Spread	
Alder	<i>Alnus</i>	
American Smoke Tree*	<i>Cotinus obovatus</i>	20'-30'/20'-30'
Amur Maple	<i>Acer tataricum ginnala</i>	20'-25'/20'-25'
Eastern Redbud*	<i>Cercis canadensis</i>	25'/25'
English Hawthorn	<i>Crataegus laevigata</i>	15'-25'/15'-20'
Fringe Tree	<i>Chionanthus Virginicus</i>	12'-20'/12'-20'
Flowering Cherry	<i>Prunus 'Okame'</i>	25'/20'
Flowering Dogwood*	<i>Cornus florida</i> and cultivars	20'-25'/20'-25'
Japanese Crapemyrtle	<i>Lagerstroemia fauriei</i>	25'/25'
Kousa Dogwood	<i>Cornus kousa</i> and cultivars	20'/20'
Mountain Maple	<i>Acer Spicatum</i>	10'-25'/10'-25'
Paperbark Maple	<i>Acer griseum</i>	25'/15'-25'
Serviceberry (Juneberry)*	<i>Amelanchier arborea</i>	20'/20'
Sourwood	<i>Oxydendron Aboreum</i>	25'-30'/20'
Sweetbay Magnolia	<i>Magnolia virginiana</i>	10'-20'/10'-20'

The City of Morristown

Community Development & Planning



Trident Maple	<i>Acer buergerianum</i>	20'-25'/20'-25'
Winter King (Green) Hawthorn*	<i>Crataegus viridis</i> 'Winter King'	25'-30'/25'-30'

C. Evergreen Trees for Screening

American Holly	<i>Ilex opaca</i>	40'-50'/20'-40'
Atlas Cedar	<i>Cedrus atlantica</i>	60'/30'
Canadian Hemlock	<i>Tsuga Canadensis</i>	40'-70'/20'-35'
Carolina Hemlock	<i>Tsuga caroliniana</i>	40'-70'/20'-35'
Colorado Blue Spruce	<i>Picea pungens</i>	30'-60'/10'-20'
Cryptomeria	<i>Cryptomeria Japonica</i>	30'-40'/15'-20'
Eastern Red Cedar	<i>Juniperus virginiana</i>	40'-50'/15'-30'
Emerald Green	<i>Thuja Occidentalis</i>	10'-15'/3'-4'
Foster Holly	<i>Ilex attenuata</i> 'Fosteri'	12'-30'/6'-15'
Green Giant Arborvitae	<i>Thuja Standishii X plicata</i>	50'-60'/12'-20'
Japanese Spartan	<i>Juniperus Chinensis</i>	15'-20'/4'-5'
Leyland Cypress	<i>Cupressocyparis</i>	60'-70'/8'-15'
Little Gem Magnolia	<i>Magnolia grandiflora</i> 'Little Gem'	20'-25'/8'-12'
Loblolly Pine	<i>Pinus taeda</i>	50'-90'/30'-40'
Nellie R. Stevens Holly	<i>Ilex Cornuta Nelly R. Stephens</i>	15'-20'/10'-15'
Virginiana Pine	<i>Pinus virginiana</i>	45'-55'/30'-40'
White Fir/Concolor	<i>Abies concolor</i>	35'-50'/20'
White Pine	<i>Pinus strobus</i>	50'-80'/20'-40'

D. Shrubs for Foundation Plantings and Screening

Burford Holly	<i>Ilex cornuta</i> 'Burfordii'
Carolina Cherry Laurel	<i>Prunus caroliniana</i>
China Girl Holly	<i>Ilex X Meserveae</i>
Compacta Holly	<i>Ilex Compacta</i>
English Holly	<i>Ilex aquifolium</i>
English Laurel	<i>Prunus laurocerasus</i>
Japanese Boxwood	<i>Buxus microphylla japonica</i>
Japanese Yew	<i>Taxus cuspidate</i>
Leatherleaf Viburnum	<i>Viburnum rhytidophyllum</i>
Nellie R. Stevens Holly	<i>Ilex cornuta</i> 'Nellie R. Stevens'
Nandina	<i>Nandina domestica</i>
Otto Luyken Cherry Laurel	<i>Prinus Laurocerasus</i>
Skip Cherry Laurel	<i>Prinus Laurocerasus Schipkaensis</i>
Silverberry	<i>Elaeagnus pungens</i>

The City of Morristown

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E. Ground Covers

Blueridge St. Johnswort	<i>Hypericum buckleyi</i>
Blue Fescue	<i>Festuca Ovina Glauca</i>
Blue Rug Juniper	<i>Juniperus Horizontalis</i>
Carpet Bugleweek	<i>Ajuga Reptan</i>
Creeping Juniper	<i>Juniperus horizontalis</i>
Evergreen Candytuft	<i>Iberis sempervirens</i>
English Ivy	<i>Hedera Helix</i>
Juniperus Procumbens	<i>Juniperus Procumbens</i>
Monkey Grass	<i>Liriope</i>
Pachysandra	<i>Pachysandra</i>
Periwinkle	<i>Vinca minor</i>
Wintercreeper euonymus	<i>Euonymus fortune</i>

ORDINANCE NO. 3683

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING TITLE 14 (ZONING AND LAND USE CONTROL), CHAPTER 33 (LANDSCAPE, BUFFERS, AND SCREENING) OF THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14 (Zoning and Land Use Control), Chapter 33 (Landscape, Buffers, and Screening) be approved as follows:

14-3302. Definitions

Caliper: Standard professional practices dictate that trees are measured in this same fashion. The steps are as follows:

- 1) Take any form of tape measure around the trunk of a tree (the tree's circumference), approximately four and a half feet above the ground. This is also known as the dbh (diameter at base height).
- 2) Then take the measurement of tree and divide it by 3.1415 (Pi). The resulting number will be the diameter of the tree trunk, also known as the caliper inch

Mulch: A layer of seasoned wood chips, dry leaves, straw, hay, pine, or other materials placed on the surface of the soil around plants to retain moisture, prevent the growth of weeds, and to hold the soil in place or aid plant growth. Also see "Ground Cover".

14-3303. GENERAL REQUIREMENTS

B. Planting Standards

- c. Evergreen trees shall be a minimum of six feet in height and a minimum one and one-half inches (1.5") in caliper at the time of planting.

14-3307. SPECIES RECOMMENDATIONS

A. Canopy Trees (*min. expected maturity height of 35 feet*)

<u>Common Name</u>	<u>Scientific Name</u>	<u>Mature Height/Spread</u>
American/Basswood Linden	<i>Tilia Americana</i>	35'-50'/20'-30'
Black Locust*	<i>Robinia Pseudoacacia</i>	35'-70'/25'-35'
Chestnut Oak	<i>Quercus Prinus</i>	60'-70'/60'-70'
Chinkapin Oak	<i>Quercus Muehlenbergii</i>	40'-50'/50'-60'
Ginkgo (Maidenhair Tree)	<i>Ginkgo biloba</i> (male)	50'-60'/25'-40'
Green Ash*	<i>Fraxinus pennsylvanica</i>	50'-60'/25'-30'
Hornbeam	<i>Carpinus betulus</i> and cultivars	40'/40'
Lacebark Elm	<i>Ulmus parvifolia</i>	40'-60'/25'-40'
Nuttall Oak	<i>Quercus Nuttalli</i>	40'-60'/35'-50'
Pin Oak	<i>Quercus palustris</i>	50'-80'/25'-40'
Post Oak	<i>Quercus Stellata</i>	40'-50'/35'-50'
Red Maple*	<i>Acer rubrum</i> and cultivars	60'/40'
River Birch*	<i>Betula nigra</i>	50'-90'/40'-60'
Southern Magnolia	<i>Magnolia grandiflora</i> 'Carolina'	80'/40'-60'
Sugar Maple	<i>Acer Saccharum</i>	60'-75'/40'-50'

Yellow Tulip Poplar	<i>Liriodendron Tulipifera</i>	70'-90'/40'
Yoshino Cherry	<i>Prunus x. yedoensis</i>	40'/30'

B. Understory Shade Trees (*max. expected maturity height of 25 feet*)

<u>Common Name</u>	<u>Scientific Name</u> <u>Height/Spread</u>	<u>Mature</u>
Alder	<i>Alnus</i>	
American Smoke Tree*	<i>Cotinus obovatus</i>	20'-30'/20'-30'
Crapemyrtle	<i>Lagerstroemia fauriei</i>	25'/25'
Eastern Redbud*	<i>Cercis canadensis</i>	25'/25'
English Hawthorn	<i>Crataegus laevigata</i>	15'-25'/15'-20'
Fringe Tree	<i>Chionanthus Virginicus</i>	12'-20'/12'-20'
Flowering Dogwood*	<i>Cornus florida</i> and cultivars	20'-25'/20'-25'
Kousa Dogwood	<i>Cornus kousa</i> and cultivars	20'/20'
Mountain Maple	<i>Acer Spicatum</i>	10'-25'/10'-25'
Serviceberry	<i>Amelanchier arborea</i>	20'/20'
Sourwood	<i>Oxydendron Aboreum</i>	25'-30'/20'
Sweetbay Magnolia	<i>Magnolia virginiana</i>	10'-20'/10'-20'
Winter King (Green) Hawthorn*	<i>Crataegus viridis</i> 'Winter King'	25'-30'/25'-30'

C. Evergreen Trees for Screening

American Holly	<i>Ilex opaca</i>	40'-50'/20'-40'
Cryptomeria	<i>Cryptomeria Japonica</i>	30'-40'/15'-20'
Eastern Red Cedar	<i>Juniperus virginiana</i>	40'-50'/15'-30'
Emerald Green	<i>Thuja Occidentalis</i>	10-15'/3'-4'
Foster Holly	<i>Ilex attenuata</i> 'Fosteri'	12'-30'/6'-15'
Green Giant Arborvitae	<i>Thjua Standishii X plicata</i>	50'-60'/12'-20'
Japanese Spartan	<i>Juniperus Chinensis</i>	15'-20'/4'-5'
Leyland Cypress	<i>Cupressocyparis</i>	60'-70'/8'-15'
Little Gem Magnolia	<i>Magnolia grandiflora</i> 'Little Gem'	20'-25'/8'-12'
Nellie R. Stevens Holly	<i>Ilex Cornuta</i> Nelly R. Stephens	15'-20'/10'-15'
White Fir/Concolor	<i>Abies concolor</i>	35'-50'/20'
White Pine	<i>Pinus strobus</i>	50'-80'/20'-40'

D. Shrubs for Foundation Plantings and Screening

Boxwood	<i>Bruxus microphylla japonica</i>
Burford Holly	<i>Ilex cornuta</i> 'Burfordii'
China Girl Holly	<i>Ilex X Meserveae</i>
Compacta Holly	<i>Ilex Compact</i>
Japanese Yew	<i>Taxus cuspidate</i>
Leatherleaf Viburnum	<i>Viburnum rhytidophyllum</i>
Nandina	<i>Nandina domestica</i>
Otto Luyken Cherry Laurel	<i>Prinus Laurocerasus</i>

Skip Cherry Laurel

Prinus Laurocerasus Schipkaensis

E. Ground Covers

Blue Fescue

Festuca Ovina Glauca

Blue Rug Juniper

Juniperus Horizontalis

Carpet Bugleweek

Ajuga Reptan

English Ivy

Hedera Helix

Juniperus Procumbens

Juniperus Procumbens

Pachysandra

Pachysandra

Periwinkle

Vinca minor

Wintercreeper euonymus

Euonymus fortune

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

Passed on first reading this the 16th day of March 2021.

Mayor

ATTEST:

City Administrator

Passed on second and final reading this the 6th day of April 2021.

Mayor

ATTEST:

City Administrator

ORDINANCE NO. 3684
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE
AMENDING TITLE 8, CHAPTER 2, SECTION 211 OF THE MORRISTOWN
MUNICIPAL CODE.

Be it ordained by the City Council for the City of Morristown that the text of Section 211 of Chapter 2 of Title 8 of the Morristown Municipal Code is amended by adding the following text at the end of the Section:

CHAPTER 2

BEER

SECTION 8-211. Prohibited conduct or activities by beer permit holders.

(12) Engage in any conduct that is prohibited by law in Tennessee Code Annotated §57-5-301.”

This ordinance shall take effect upon second and final reading, the public welfare requiring same.

Passed on First Reading this 16th day of March, 2021.

Mayor

ATTEST:

City Administrator

Passed on Second and Final Reading this 6th day of April, 2021.

Mayor

ATTEST:

City Administrator

ORDINANCE NO. _____
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE
AMENDING TITLE 10 OF THE MORRISTOWN MUNICIPAL CODE.

Be it ordained by the City Council for the City of Morristown that the text of Title 10 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

TITLE 10

ANIMAL CONTROL

Sec. 10-101. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal means any live, vertebrate creature, domestic or wild.

Animal control authority (ACA) means the agency or department empowered to enforce this chapter.

Animal control officer means the person(s) employed by the Hamblen County Animal Control Division as its enforcement officer(s) and/or the person designated by Hamblen County or the City of Morristown to serve in this role.

Animal shelter means any facility operated by the Morristown-Hamblen Humane Society (MHHS), the Hamblen County Animal Control Division and/or any other contracted and approved entity for the purpose of caring for all animals held under the authority of this chapter or state law.

At-large means any animal shall be deemed to be at large when it is off the property of its owner and not under the control of a competent person.

Dangerous animal means:

(1) Any animal which, according to the records of the Morristown-Hamblen Humane Society (MHHS), the Hamblen County Animal Control Division, the Morristown Police Department (MPD), and/or the Hamblen County Health Department (HCHD), has inflicted severe injury on a human being without provocation on public or private property; or

(2) Any animal which, according to the records of the appropriate authority listed above, has killed a domestic animal without provocation while off the owner's property; or

(3) Any animal owned or harbored primarily or in part for the purpose of fighting or any animal trained for fighting; or

(4) Any animal not owned by a governmental or law enforcement unit used primarily to guard public or private property; or

(5) Any animal with a known propensity, tendency or disposition to attack unprovoked, to cause injury, or to otherwise threaten the safety of human beings or another domestic animal.

(6) Exemptions for animals that are provoked. No animal may be declared dangerous if the threat, injury or damage was sustained by a person who, at the same time, was committing a willful trespass or other tort upon the premises occupied by the owner or keeper of the animal, or was teasing, tormenting, abusing, or assaulting the animal or has, in the past, been observed or reported to have teased, tormented, abused or assaulted the animal or was committing or attempting to commit a crime.

Euthanize means to give a painless death.

Hamblen County Animal Control Division is a department created by the Hamblen County Government to provide animal control services to the citizens of Hamblen County.

Humane society means the Morristown-Hamblen Humane Society (“MHHS”) or any other contracted and approved entity.

Impound means to confiscate or seize and hold.

Owner means any person, groups of persons, or corporation owning, keeping, or harboring an animal. An animal shall be deemed to be harbored if it is fed or sheltered for three consecutive days or more, or allowed to stay on property unreported as a stray.

Severe injury means any animal that causes physical injury that results in a broken bone or lacerations requiring sutures or cosmetic surgery.

Wild animal means any live, warm-blooded animal that cannot be domesticated, or any reptile.

Sec. 10-102. - Running at large.

It shall be unlawful for any person owning or in charge of, or having custody of, any animal, or fowl, to permit such animal or fowl to run at large within the city. It shall also be a violation of this chapter if any person violates Tennessee Code Annotated §44-8-408 and the city and/or animal control authority may take all necessary actions to enforce this statute.

Sec. 10-103. - Female dogs in heat.

The animal must be confined in a suitable building (suitability to be determined by the animal control officer) in such a manner that such female dog cannot come into contact with another animal except for planned breeding, for the entire heat period (usually 24 days). Female dogs found in violation of this section and impounded will not be released from the animal shelter until said animal has been spayed, at the expense of the owner and until the other fees have been paid as set out in section 10-104(4).

Sec. 10-104. - Impoundment.

(a) All animals found in violation of any section(s) of this chapter may be impounded by the animal control officer or any law enforcement officer of the city and kept at the animal shelter in a humane manner, pursuant to the subsections below.

(b) Impounded animals shall be kept for not less than 72 hours (three days). Any animal not reclaimed by its owner within this time shall become the property of the humane society, and shall be made available for adoption or euthanized. However, if an emergency situation exists that requires the immediate euthanasia of an injured, dangerous or severely diseased non-livestock animal, the animal may be immediately euthanized.

(c) The animal control officer, upon impoundment of any animal, shall make a reasonable effort to notify the owner.

(d) To reclaim an animal, an owner or any person in charge of such animal must pay the cost of a rabies vaccination if no certificate of vaccination is presented, and the cost of impounding and maintaining such animal.

(e) No person shall, without proper authority, release any animal or fowl impounded.

(f) No impounded live animal shall be sold or given to anyone to be used for experimentation purposes in a school, laboratory, university or any research facility.

Sec. 10-105. - Animal care.

(a) No owner(s) shall fail to provide their animal(s) or fowl with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering, and with humane care and treatment.

(b) No person shall kill, wound, trap, or catch any birds or destroy any bird nests within the city, unless authorized in writing by the city administrator.

(c) No person shall give away any live animal, fish, reptile, or bird as a prize for, or as an inducement, to enter a place of amusement; or offer such vertebrate as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.

(d) Any person who, as the operator of a motor vehicle, strikes a domestic animal shall immediately report such injury or death to the animal's owner; in the event the owner cannot be ascertained or located, such operator shall at once report the accident to the MHHS, Hamblen County Animal Control Division and/or to the appropriate law enforcement agency. In the event the animal is deceased and within the corporate limits of the city, the City Public Works department shall be notified to dispose of the animal's body after the completion of any required investigation.

(e) No person shall expose any known poisonous substance, whether mixed with food or not, so that the same shall be liable to be consumed by any animal, provided that it shall not be unlawful for a person to expose on his own property common rat poison mixed with vegetable substance.

(f) Tennessee Code Annotated §§ 39-14-201 et. seq., are incorporated by reference as if set out in full.

Sec. 10-106. - Dangerous animals.

(a) No person shall keep any animal known to be vicious or dangerous.

(b) If the animal control officer has reason to believe that an animal meets the definition of a "dangerous animal" as stated in section 10-101 above, then the owner of the animal shall be cited into the Morristown Municipal Court for a hearing on the allegations and determination of the dangerous animal ordinance.

(c) Owner's/keeper's responsibilities of a dangerous animal. The following actions are required of owners of animals that have been designated as "dangerous" by the procedures described above:

(1) The owner or keeper shall notify the animal control authority immediately if a "dangerous animal is loose, unconfined, has attacked another animal or has attacked a human being;

(2) While on the owner's property, a "dangerous animal" must be securely confined indoors or in a securely enclosed and locked pen or structure to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure must have minimum dimensions of five feet by ten feet and must have secure sides and a secure top. If it has no bottom secured to the sides, the sides must be embedded into the ground no less than two feet. The enclosure must also provide protection from the elements for the animal;

(3) The owner or keeper shall display a sign on his or her premises warning that there is a dangerous animal on the property. This sign shall be visible and capable of being read from the public street or thoroughfare. In addition, the owner shall conspicuously display a sign with a symbol warning children of the presence of a dangerous animal;

(4) A dangerous animal may be off the owner's premises if it is muzzled and restrained by a substantial chain or leash not exceeding six feet in length and under the control of a responsible adult person. The muzzle must be made in a manner that will not cause injury to the animal or interfere with its vision or respiration but must prevent it from biting any person or animal;

(5) If the owner or keeper of dangerous animal is a minor, the parent or guardian of that minor shall be responsible for compliance with the specifications of this chapter for the care and housing of the animal and shall also be liable for all injuries and property damage sustained by any person or domestic animal caused by an unprovoked attack by the animal.

Sec. 10-107. - Actions to be taken against owners of dangerous animals.

(a) Any dangerous animal shall be immediately confiscated by the animal control authority if the:

(1) Animal is not maintained in the proper enclosure;

(2) Animal is outside the dwelling of the owner, or outside of the proper enclosure and not under the physical restraint of the owner. In addition, the owner shall pay a fee of \$100.00 to the humane society in addition to all other expenses incurred.

(b) If a dangerous animal of an owner with a prior conviction under this chapter, attacks or bites a person or another domestic animal, the dangerous animal shall be immediately confiscated by the animal control authority, placed in quarantine for the proper length of time, and thereafter destroyed in an expeditious and humane manner.

(c) The owner of any animal that aggressively attacks and causes severe injury or death of any human, whether the animal has previously been declared dangerous. The animal shall be immediately confiscated by the animal control authority, placed in quarantine for the proper length of time, and thereafter destroyed in an expeditious and humane manner.

Sec. 10-108. - Restrictions on keeping animals and fowls within the city.

(a) No person shall keep any animal or fowl, other than domesticated and/or non-livestock animals, within 1,000 feet of any residence, place of business, or public street unless otherwise permitted.

(b) When any animals or fowl are kept within the town, the building, structure, corral, pen, or other enclosures in which they are kept shall be at all times maintained in a clean and sanitary condition and free from excessive odor. When any animal is confined by the use of a chain, the chain must be a minimum of 15 feet in length and must be attached to the animal by an appropriate collar or harness and must remain free from possible entanglement.

(c) Domesticated hens. The purpose of this section is to provide standards for the keeping of domesticated hens. It is intended to enable residents to keep a small number of hens on a noncommercial basis while limiting the potential adverse impacts on the surrounding neighborhood. The city recognizes that adverse neighborhood impacts may result from the keeping of domesticated chickens as a result of noise, odor, unsanitary animal living conditions, unsanitary waste storage and removal, the attraction of predators, rodents, insects, or parasites, and non-confined animals leaving the owner's property. This section is intended to create standards that ensure that domesticated hens do not adversely impact the neighborhood surrounding the property on which they are kept.

(1) *Permit required.* A permit is required for the keeping of any domesticated hens.

a. The permit to keep hens is personal to the permittee and may not be assigned. In addition, the permit authorizes the keeping of hens only upon the property described in the permit. The permittee must occupy the residence on the property where the chickens are kept as the permittee's personal, primary residence. An applicant for a permit must either own the property or have written permission from the property owner to be eligible for a permit. Only one permit is allowed per permittee. In the event the permittee is absent from the property for longer than 30 days, the permit automatically shall terminate and become void.

b. A site plan must be submitted with the permit application. The site plan shall include:

i. The location of the proposed henhouse and enclosure;

ii. The dimensions and square footage of the proposed henhouse and enclosure; and

iii. Include the distance of the henhouse and enclosure to side and rear property lines and to the nearest off-premise residence.

(2) *Number and type of domesticated hens allowed.*

a. Up to six hens may be allowed.

b. The provisions of this section only apply to lots with one single family dwelling.

c. Only hens are allowed. There is no restriction on domestic chicken breeds. However, fowl and poultry other than chickens are not allowed.

(3) *Noncommercial use only.* Hens shall be kept for personal use only; no person shall sell eggs or engage in chicken breeding or fertilizer production for commercial purposes. The slaughtering of chickens is prohibited.

(4) *Fenced enclosures and henhouses.*

a. Hens must be kept in a fenced enclosure at all times. The fenced enclosure must be either covered, or at least 42 inches high, in which case,

all hens must be wing-clipped to prevent escape. Hens shall be secured within the henhouse during non-daylight hours.

b. In addition to the fenced enclosure, hens shall be provided with a covered, predator-resistant henhouse. The area of the henhouse structure shall not exceed 100 square feet.

c. A minimum of two square feet per hen shall be provided for henhouses and six square feet per bird for fenced enclosures.

d. Fenced enclosures and henhouses must be properly ventilated, clean, dry, and odor-free, kept in a neat and sanitary condition at all times, in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor or other adverse impact.

e. The henhouse and fenced enclosure must provide adequate ventilation and adequate sun, shade and must be constructed in a manner to resist access by rodents, wild birds, and predators, including dogs and cats.

f. Henhouses shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator- and bird-resistant wire of less than one inch openings.

g. The materials used in making the henhouse and fence shall be uniform for each element of the structure such that the walls are made of the same material, the roof has the same shingles or other covering, and any windows or openings are constructed using the same materials. The henhouse shall be well-maintained.

h. Neither the henhouse, fenced enclosure, nor the perimeter fence may be located less than ten feet from any property line or 25 feet from the nearest residence whichever is greater.

i. A perimeter fence around the henhouse and enclosure is permitted. The fence must be a minimum of 42 inches tall and the total perimeter area shall not exceed 25 percent of the rear yard or 1,200 square feet whichever is less. This rear yard is the area between the rear property line and the rear of the house. The exterior fence must be made of materials of the same style, type, and color of material that is manufactured for the purpose of fencing.

j. Henhouses and enclosures shall not be permitted in front yards.

(5) *Food storage and removal.* All stored food for the hens must be kept either indoors or in a weather-resistant container designed to prevent access by animals. Uneaten food shall be removed daily.

(6) *Waste storage and removal.* Provision must be made for the storage and removal of chicken manure. All manure for composting or fertilizing shall be contained or enclosed. All other manure not used for composting or fertilizing shall be removed. In addition, the henhouse and surrounding area must be kept free from trash and accumulated droppings. Chicken manure shall not be deposited in the city's trash containers unless secured in a plastic bag. See Section 17-106, Bulk Waste Regulations.

(7) It is highly recommended that all hens be vaccinated for Marek's disease.

Sec. 10-109. - Rabies vaccination, certificates, tags, and confinement.

(a) No person shall own, keep, or harbor any dog or cat which has not been vaccinated against rabies, as required by T.C.A. §§ 68-8-101, et. seq.. All such

vaccinations shall be administered by or under the supervision of a veterinarian licensed by the state board of veterinary medicine examiners to practice veterinary medicine in the state.

(b) Evidence of the rabies vaccination shall consist of a certificate of vaccination and a rabies tag which must be worn by the animal on a collar at all times.

(c) No person, without proper authority, shall remove the collar or rabies tag from any animal.

(d) Whenever an animal has bitten any person or is for any reason suspected of being infected with rabies, the Hamblen County Health Department shall cause such animal to be confined or isolated at a veterinary hospital, the animal shelter, or other places as approved by the Hamblen County Health Department for such a time as the health department deems it necessary to protect the safety of the people and/or the property. When an animal has bitten a person, it shall not be killed while under confinement. If such animal should die within the period, the Hamblen County Health Department shall send its head to the state laboratory for examination.

The humane society shall be authorized to impose a reasonable charge for the housing and maintenance of said animals.

Sec. 10-110. - Keeping of wild animals.

No person shall keep or permit to be kept on his premises any wild or vicious animal for display or for exhibition purposes whether gratuitously or for a fee. This shall not be construed to apply to zoological parks, performing animal exhibitions, or circuses.

Sec. 10-111. - Performing animal exhibitions.

(a) No performing animal exhibition or circus shall be permitted in which animals are induced or encouraged to perform through the use of chemical, mechanical, electrical, or manual devices in a manner which will, or is likely to cause, physical injury or suffering.

(b) All equipment used on a performing animal shall fit properly and be in good working condition.

Sec. 10-112. - Animal waste.

The owner of every animal shall be responsible for the removal of any excreta deposited by their animal(s) on public walks, recreation areas, or private property.

Sec. 10-113. - Investigations.

For the purpose of discharging the duties imposed by this code and to enforce its provisions, any animal control officer or any police officer is empowered to enter upon any premises upon which an animal or fowl is kept or harbored and to demand the exhibition by the owner of such animal or fowl, the rabies vaccination certificate for such animal. It is further provided that any agent of the humane society may enter the premises where any animal is kept in a reportedly cruel or inhumane manner and demand to examine such animal and to take possession of such animal when it requires humane treatment.

Sec. 10-114. - Enforcement.

(a) The civil and criminal provisions of this chapter shall be enforced the animal control authority and/or the city. It shall be a violation of this chapter to interfere with an animal control officer and/or a city police officer in the performance of their duties

(b) The animal control officer and/or city police officer may issue a citation for any violation of this chapter. A citation shall state the name and address of the

owner, the date, time, and the nature of the violation and the amount of the fine. The citation shall summons the owner or keeper to appear in city court for enforcement of the fine and/or penalty. Violation of any provision of this title shall be a misdemeanor and punishable by a fine of \$50.00, plus court costs, and shall be paid to the city cashier's office."

This ordinance shall take effect upon second and final reading, the public welfare requiring same.

Passed on First Reading this 6th day of April, 2021.

Mayor

ATTEST:

City Administrator

Passed on Second and Final Reading this 20th day of April, 2021.

Mayor

ATTEST:

City Administrator

COUNTY INMATE LABOR USAGE 2021 AGREEMENT

This **AGREEMENT** entered into this ____ day of _____, 2021, by and between the County of Hamblen (hereinafter referred to as the **COUNTY**) and the City of Morristown (hereafter referred to as the **CITY**).

WHEREAS, under Tennessee Code Annotated 41-2-123 inmates housed in a County Jail may perform labor on behalf of a municipal government; and

WHEREAS, the **CITY** desires to use inmate labor from the County jail to conduct a work program with much of its focus on litter pickup separate from the **COUNTY'S** litter pickup crews;

WHEREAS, the County Sheriff supports all efforts to cleanup and beautify Morristown and Hamblen County and wishes to assist the **CITY** with its beautification efforts;

WITNESSETH, that in consideration of these mutual goals herein contained, the parties hereto agree as follows:

1. The **COUNTY** agrees to make available to the **CITY** male and female inmates medically cleared to participate in a prisoner work program;
2. The **CITY** agrees to abide by the rules and regulations established by the County Sheriff's office for the use of inmate labor (see Attachment A) which can be amended when deemed necessary by the Sheriff's office;
3. The **CITY** agrees to assume all costs associated with treatment of injuries incurred by inmates of the County Jail while performing work under the supervision of the City law enforcement officers that require treatment by an outside provider, i.e. hospital, physician specialist, dentist, x-rays, etc.;
4. The **CITY** agrees to assume all liability for property damage caused by inmates of the County Jail performing work under the supervision of City law enforcement officers;
5. The **CITY** understands that it is a violation of state law for inmates to perform work for private individuals on private property;
6. **CITY** and **COUNTY** understand that this agreement can be terminated with thirty (30) days written notice by either party.

IN WITNESSETH WHEREOF, the **COUNTY** has caused this instrument to be executed on its behalf by the proper officer of Hamblen County, Tennessee, whose signature is hereunto affixed and the **CITY** has caused this instrument to be executed on its behalf by the proper officer of the City of Morristown, Tennessee, whose signature is hereunto affixed.

CITY OF MORRISTOWN

HAMBLEN COUNTY

Mayor

County Mayor

City Recorder

Sheriff

The City of Morristown

Memorandum

From the Office of Finance



Morristown City Council Agenda Item Summary

Date: March 30, 2021

Agenda Item: Approval of Request for Proposal – Recycle of Surplus Vehicles

Prepared by: Joey Barnard, Assistant City Administrator

Subject: Recycle of Surplus Vehicles

Background/History: The City of Morristown recently sought Request for Proposals from qualified professionals for the sale of surplus vehicles for recycle purposes. The vehicles are located at 707 N. Liberty Hill Road. The proposer will be responsible for purchasing, pick-up, and hauling of approximately 81 non-operational vehicles for the purpose of recycle. All possible parts and components of vehicles will be recycled and disposed of properly. A certificate of destruction for recycle purposes will be provided for all vehicles.

Findings/Current Activity: The Request for Proposal was advertised in the Citizen Tribune on March 9, 2021, and on March 11, 2021. Additionally, the RFP was posted to the City of Morristown's website and through Vendor Registry, an online facilitation website. The submission deadline was 2:00 PM on Wednesday, March 24, 2021. We received (1) one response.

Financial Impact: The City of Morristown will be paid \$.08 per pound of metal.

Action options/Recommendations: It is staffs' recommendation to approve the Request for Proposal from Morristown Shredder, Inc. DBA Morristown Iron & Metals.

Attachment: RFP Bid Tabulation

City of Morristown
Recycle of Surplus Vehicles RFP
Wednesday, March 24, 2021; 2:00 PM

Proposer	Current Rate Per Pound	Amount Paid to the City Per Pound
Morristown Shredder, Inc. DBA Morristown Iron & Metals	\$8.00/100 lbs	\$.08/lb

The City of Morristown

Memorandum

From the Office of Finance



Morristown City Council Agenda Item Summary

Date: March 30, 2021

Agenda Item: Approval of Bid – Landscaper Flatbed Dump Truck

Prepared by: Joey Barnard, Assistant City Administrator

Subject: Landscaper Flatbed Dump Truck Bid

Background/History: The City of Morristown recently accepted sealed bids for a new and unused 2021 Flatbed Dump Truck for landscaping purposes for the Natural Resource Maintenance Department.

Findings/Current Activity: The Bid was advertised in the Citizen Tribune on March 7, 2021, and on March 9, 2021. Additionally, the Bid was posted to the City of Morristown's website and through Vendor Registry, an online bid facilitation website. The submission deadline was 2:00 PM on Thursday, March 25, 2021. We received (1) one response.

Financial Impact: Funds have been appropriated in the 20-21 budget.

Action options/Recommendations: It is staffs' recommendation to accept the best and lowest bid submitted by Neely Coble Company.

Attachment: Bid Tabulation

City of Morristown
Landscaper Flatbed Dump Truck Bid
Thursday, March 25, 2021; 2:00 PM

Bidder	Description of Unit Being Bid	Price
Neely Coble Company	2021 Isuzu NPR-HD w/ a Wil-Ro Reclamation Dump Body w/ Removeable Dovetail	\$ 57,885.00

March 31, 2021

Tony Cox
City of Morristown
100 West First North Street
Morristown, TN 37814

Reference: Recommendation to Award the Food Service Equipment for Morristown Landing

Mr. Cox,

BurWil Construction, the construction manager, and Sports Facilities Company (SFC), the facility operator, presents the following information and recommendation to award the food service contract to Mobile Fixture of Knoxville, TN in the lump sum amount of \$223,914.03.

The City of Morristown solicited sealed bids for the furnishing and installation of the Food Service Equipment for the Morristown Community Center, now known as Morristown Landing. Six food service contractors submitted bids for this work. Here is the list Food Service Contractors with their respective bids in order from low bidder to high bidder:

1. Mobile Fixture	Knoxville, TN	\$226,933.82
2. TriMark Food Craft	Winston Salem, NC	\$230,830.00
3. 11400, Inc.	Lancaster, PA	\$231,006.00
4. Katom Restaurant Supply	Kodak, TN	\$232,609.91
5. Citisco	Duluth, GA	\$245,392.59
6. Staffers Smith Inc.	Kalamazoo, MI	\$254,671.00

It was discovered the owner would not need item #8, a refrigerated merchandiser as it would be provided by the purveyor. Each bidder provided a cost breakdown itemizing the cost of each piece of equipment. Four out of the six bidders included item #8. Bidders did include the merchandiser. Mobile Fixture listed this merchandiser as \$3,019.79. 11400 Inc. listed item #8 as \$2,724.00 and, TriMark did not include the Merchandiser. Thus the reason that BurWil and SFC recommends that the City enter into an agreement with Mobile Fixture as a lump agreement.

Mobile Fixture stated that they would allow the city to use the city's standard agreement/purchase order. Burwil and SFC recommends that the bid solicitation and Mobile Fixture's bid are attached to this agreement. Both BurWil and SFC would be happy to review these documents if the city requests that of us. If you have any questions, please do not hesitate to contact us.

Tony Pettit

Manager of Knoxville Operations
Burwil Construction Company, Inc.

Mike Mays

Project Manager
Sports Facilities Companies

1545 Western Ave. Suite 208
Knoxville, TN 37921
Office (865) 409-4825

600 Cleveland St. Suite 910
Clearwater, FL 33755
Office: (727) 474-3845

www.burwil.com

www.sportadvisory.com

Products and Services Agreement

This Products and Services Agreement (“Agreement”) is made as of _____, 20__ (“Effective Date”) by and between BridgePay Network Solutions, LLC with offices at 4300 West Lake Mary Blvd. Suite 1010-409, Lake Mary, FL 32746-2012 (“BridgePay”) and City of Morristown with offices at 100 West 1st North Street, Morristown, TN 37816 (“Client”).

I. Definitions

“Documentation” means the operations manuals, help files and other documentation designed to be used in conjunction with the Products and Services.

“Fees” means those fees payable to BridgePay, as set forth on the attached Exhibit A attached hereto.

“Payment Brand” means Visa, MasterCard and any other association, payment brand, payment instrument issuer, debit network or payment methodology or system having proprietary rights to and clearing and oversight responsibilities with respect to any payment instrument used to affect payment-related transactions.

“Person” means a corporation, partnership, firm or other form of association or entity or governmental body as well as a natural person.

“Products and Services” means the products and services described in Exhibit B attached to this Agreement.

“Provider” means the entity providing electronic payment processing services to Client pursuant to a separate merchant processing agreement.

II. Client’s Rights and Obligations

2.1 Installation, Servicing, Maintenance. In consideration of use of the Products and Services, Client agrees to: (i) provide true, accurate, current, and complete information about Client and Provider as requested on any registration or application form, and (ii) to maintain and update this information to keep it true, accurate, current and complete. If any information provided by Client is untrue, inaccurate, not current, or incomplete, BridgePay has the right to terminate Client's access to the Products and Services and refuse any and all current or future use of the Products and Services. Client will be responsible for the installation, servicing and maintenance of the point-of-sale devices and related equipment at Client’s facilities, and will likewise be responsible for the connection of those devices to the Products and Services in compliance with BridgePay’s requirements.

2.2 License Grant. Subject to the terms and conditions of this Agreement, BridgePay hereby grants to Client a limited, non-exclusive, non-transferable, revocable, royalty free right, during the Agreement, to use the Products and Services, subject to the restrictions herein and any other restrictions communicated by BridgePay to Client, solely for Client’s internal use. BridgePay and its suppliers shall retain title and all ownership rights to the Products and Services and this Agreement shall not be construed in any manner as transferring any rights of

ownership or license to the Products and Services or to the features or information therein, except as specifically stated herein.

2.3 Description of Products and Services. BridgePay is providing Client with information concerning the technical requirements for allowing the Products and Services to send and receive electronic transaction data for authorization and/or settlement from and to Provider. To utilize the Products and Services, Client must: (i) provide for Client's own access to the World Wide Web and pay any fees associated with such access, and (ii) provide all equipment necessary for Client to make such connection to the World Wide Web, including a computer, modem and Web browser. Client will receive a password when registering. Upon approval, that password will allow Client access to the Products and Services. Client is responsible for maintaining the confidentiality of the password and account, and is fully responsible for all activities that occur under Client's password or account. Client agrees to immediately notify BridgePay of any unauthorized use of Client's password or account or any other breach of security.

2.4 Data Collection. Client is solely responsible for the security of data residing on the servers owned, controlled or operated by Client or a third party designated by Client (e.g., a web hosting company, Provider, or other service provider). Client will comply with all state and federal laws and Payment Brand rules and regulations, including without limitation laws, rules and regulations regarding disclosure to customers on how and why personal information and financial information is collected and used. Furthermore, Client shall comply with all of BridgePay's policies, procedures and guidelines governing the Products and Services provided hereunder, as may be amended from time to time. Except to the extent Client is required by law, court order, or administrative decision or ruling, Client agrees not to use, disclose, sell or disseminate any cardholder information obtained in a card transaction to any third party other than to, or authorized by, BridgePay. In the event that Client is required by law, court order, or administrative decision, or ruling to disclose cardholder information, Client shall, to the extent legally permitted, provided BridgePay with as much advance notice as possible to allow BridgePay to seek an appropriate protective order or other remedy. Client agrees that BridgePay shall not be liable for any improperly processed transaction or third party, illegal or fraudulent access to Client's account, Client's IDs and passwords, end-user data or transaction data.

2.5 Compliance, Data Privacy and Security. Client agrees to comply with all Payment Brand rules and regulations as amended from time to time. Client shall comply with all applicable federal, state and local statutes and BridgePay required procedures and identified best practices. Client agrees (i) not to use the Products and Services for illegal purposes; and (ii) to comply with all applicable laws regarding the transmission of technical data exported from the United States. Client agrees to comply with the Security Standards. For purposes of this Agreement "Security Standards" means all security protocols, advisories, standards and guidelines required by the Payment Brands. Client warrants that its servers and electronic systems are secure from breach or intrusion by unauthorized third parties and will hold BridgePay harmless for a breach of Client's systems. If there is a security breach of Client's

system and/or access to Client data or transaction data by an unauthorized third party, Client shall notify BridgePay promptly of such breach and shall take such precautions as may be necessary to prevent such breaches from occurring in the future, as required by BridgePay.

2.6 Other Obligations. Client shall not alter or remove any copyright or other legal notices contained in the Products and Services and the related Documentation. Client shall not: (A) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer the Products and Services; (B) circumvent any technological measure that controls access to the Products and Services; or (C) use the Products and Services other than pursuant to the terms of this Agreement. Client shall utilize its BridgePay assigned developer ID in each application utilizing the Products and Services. Client shall have no right to (i) disclose any BridgePay source code or Documentation to any third party, (ii) use or reproduce any BridgePay source code or Documentation other than as permitted or contemplated by this Agreement. No licenses are granted by BridgePay to Client by implication or estoppels to the BridgePay source code or Documentation.

III. BridgePay's Rights and Obligations

3.1 Ownership and Use of the Products and Services. Client shall use the Products and Services only for bona fide transactions between Client and a cardholder. Unless otherwise specifically permitted by this Agreement, Client's use of the Products and Services shall be restricted to a single merchant account owned and controlled by Client. Client agrees not to submit payment data to BridgePay or otherwise process orders on behalf of any other entity or individual. BridgePay retains all right, title and interest in and to the Products and Services and all related Documentation and all technology utilized under or in connection with this Agreement, and Client shall not take any action inconsistent with such ownership. The Products and Services, Documentation and the related Confidential Information (defined below) may be protected by copyright, trade secret and other intellectual property laws, all of which belongs to BridgePay. Client acknowledges that Client shall have no intellectual property or ownership rights in the Products and Services. Client will not contest the ownership of the Products and Services, and will cooperate with BridgePay in defending BridgePay's ownership rights to the Products and Services. The restrictions in this Agreement shall not be construed to supersede or eliminate any rights which BridgePay may have under applicable laws pertaining to trade secrets.

3.2 Cardholder Information Security. BridgePay hereby acknowledges to Client User that BridgePay is responsible for the security of cardholder information BridgePay possesses or otherwise stores, processes, or transmits on behalf of Client, or to the extent that BridgePay could impact the security of the Client's cardholder information environment. BridgePay will maintain and comply with all applicable PCI DSS requirements.

3.3 Warranty and Disclaimers. Each party represents and warrants to the other that (a) it has all necessary right, power and ability to execute this Agreement and to perform its

obligations therein, (b) no authorization or approval from any third party is required in connection with such party's execution, deliver or performance of this Agreement, (c) this Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, and (d) the party's obligations under this Agreement do not violate any law or breach of any other agreement to which such party is bound. THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. BRIDGEPAY DOES NOT REPRESENT OR WARRANT THE PRODUCTS AND SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, ACCURATE, COMPLETE OR ENTIRELY ERROR-FREE. CLIENT MAY NOT RELY ON ANY REPRESENTATION OR WARRANTY REGARDING THE PRODUCTS AND SERVICES BY ANY THIRD PARTY IN CONTRAVENTION OF THE FOREGOING STATEMENTS. BRIDGEPAY SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE PRODUCTS AND SERVICES. CLIENT UNDERSTANDS AND AGREES THAT BRIDGEPAY SHALL BEAR NO RISK WITH RESPECT TO CLIENT'S SALE OF ITS PRODUCTS OR SERVICES INCLUDING, WITHOUT LIMITATION, ANY RISK ASSOCIATED WITH CREDIT CARD FRAUD OR CHARGEBACKS. BRIDGEPAY MAKES NO WARRANTY THAT THE PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS, NOR DOES BRIDGEPAY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS AND SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH USE OF THE PRODUCTS AND SERVICES.

IV. Fees

4.1 Fees. Client will pay to BridgePay on a monthly basis all Fees and other amounts owed to BridgePay under this Agreement on or prior to 60 days from the date of receipt of an invoice therefor. Client will promptly examine all invoices, and will notify BridgePay in writing within 30 days of any error. Unless BridgePay is notified of an error within 30 days of the date of the invoice, BridgePay shall be under no obligation to adjust invoiced amounts.

V. Confidential Information

5.1 Confidential Information. Except as may be required under applicable Law, including any open records act, neither party will use for any purpose other than contemplated by this Agreement, will not disclose to any third party, and will cause its employees, independent contractors, and agents to not use or disclose, any term of this Agreement, the Products and Services, the Documentation, and any information learned about the business practices and ways in which either party conducts business that is not generally known to others, including without limitation details about BridgePay's Products and Services, any data or information that is a trade secret or competitively sensitive such as computer software and documentation, data and data formats, and financial information (collectively, "Confidential Information"). The party receiving Confidential Information (the "Receiving Party") will inform the party disclosing Confidential Information (the "Disclosing Party") of any request by a Person, court or

government agency to disclose such Confidential Information to enable the Disclosing Party to waive the provisions of this Section or defend the nondisclosure. This Section will survive termination of this Agreement.

5.2 Exclusions. The Receiving Party will not be obligated to maintain the confidentiality of Confidential Information: (i) it is required to reveal in performing its obligations under this Agreement, (ii) that is or becomes within the public domain through no act of the Receiving Party in breach of this Agreement, (iii) was legitimately in the possession of the Receiving Party prior to its disclosure under this Agreement, and the Receiving Party can prove that, or (iv) is required to be disclosed by state or federal law, court order, or administrative decision or ruling, provided that the Receiving Party provides the Disclosing Party with notice and an opportunity to oppose the disclosure.

5.3 Remedy. In the event of a breach of this section, the parties agree that the Disclosing Party will suffer irreparable harm, and that the amount of monetary damages would be impossible to calculate. Thus, the Disclosing Party will be entitled to seek injunctive relief in addition to any other rights to which it may be entitled, without the necessity of proof of actual damages or the requirement of a bond.

VI. Term, Termination

6.1 Term. This Agreement will become effective on the Effective Date and will remain in effect until terminated as provided herein.

6.2 Termination. Client agrees that BridgePay may terminate Client's password, account or this Agreement (i) for cause at any time without prior notice, or (ii) without cause upon providing not less than thirty (30) days prior written notice to Client. Client acknowledges and agrees that any termination of access privileges to the Products and Services under any provision of the Agreement may be effected without prior notice. BridgePay agrees that Client may terminate this Agreement (i) for cause at any time without prior notice, or (ii) without cause upon providing not less than thirty (30) days prior written notice to BridgePay.

VII. Responsibility and Limitation of Liability

7.1 Responsibility. To the extent allowed under applicable law, each party agrees to be responsible for and hold harmless the other party, its employees, directors, managers, members, officers or agents from and against any liability, damage, penalty or expense (including reasonable attorneys' fees and court costs) which may be claimed by a third party as a result of: (A) any failure by the other party or any employee, agent, or affiliate of the party to comply with the terms of this Agreement; (B) any warranty or representation made by the other party being false or misleading; (C) negligence or willful misconduct of the party or its subcontractors, agents or employees, or (D) any alleged or actual violations by the other party or its subcontractors, employees, or agents of any Payment Brand rules, laws or regulations. This section will survive termination of this Agreement. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by Client of any rights,

defenses, remedies, or immunities from suit or from liability that Client may have by operation of law.

7.2 Limitation of Liability. To the extent allowed under applicable law, the liability, if any, of BridgePay under this Agreement for any claims, costs, damages, losses and expenses for which it is or may be legally liable, whether arising in negligence or other tort, contract, or otherwise, will not exceed in the aggregate the amount of compensation paid to BridgePay for the preceding 3 month period, measured from the date the liability accrues. In no event will either party be liable for indirect, special, consequential, or punitive damages even if advised of that possibility. Neither party will be liable to the other for any failure or delay in its performance of this Agreement in accordance with its terms if such failure or delay arises out of causes beyond the control and without the fault or negligence of such party.

VIII. General

8.1 Assignability. Client may not transfer, sell, or otherwise assign any of its rights under this Agreement, either directly or by operation of law, without providing prior written notice to BridgePay.

8.2 Notice. All communications under this Agreement will be in writing and will be delivered in person, by email, or by nationally-recognized overnight mail courier, return receipt requested, addressed to the addresses specified in the opening paragraph of this Agreement and to the attention of that party's president. The parties may, from time to time, designate different persons or addresses to which subsequent communications will be sent by sending a notice of such designations in accordance with this Section.

8.3 Entire Understanding, Amendment. This Agreement, including the attached exhibits which are incorporated by reference, sets forth the entire understanding of the parties relating to its subject matter. Amendments to this Agreement must be in writing and signed by both parties.

8.4 Severability. If any provision of this Agreement is illegal, the invalidity of such provision will not affect any of the remaining provisions, and this Agreement will be construed as if the illegal provision is not contained in the Agreement. This Agreement will be deemed modified to the extent necessary to render enforceable the provisions hereunder.

8.5 No Waiver of Rights. No failure or delay on the part of any party in exercising any right under this Agreement will operate as a waiver of that right, nor will any single or partial exercise of any right preclude any further exercise of that right.

8.6 Successors and Assigns. This Agreement will inure to the benefit of and will be binding upon the parties and their respective permitted successors and assigns.

8.7 Applicable Law. This Agreement will be deemed to be a contract made under the laws of the state or commonwealth where Client is located, and will be construed in accordance with

the laws of the state or commonwealth where Client is located without regard to principles of conflicts of law. The exclusive forum and venue for the adjudication of any rights, claims or disputes arising out of or in connection with this Agreement shall be the federal or state courts located in the state or commonwealth where Client is located. The parties specifically waive the right to a jury trial in connection with any dispute arising out of this Agreement, or between the parties for any reason.

8.8 Independent Contractors. BridgePay and Client will be deemed to be independent contractors and will not be considered to be agent, servant, joint venture, or partner of the other.

8.9 Construction. The headings used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. All Sections mentioned in the Agreement reference Section numbers of this Agreement. The language used will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

8.10 Survival. All sections that by their context are intended to survive the termination of this Agreement will survive termination of this Agreement.

8.11 Force Majeure. In no event shall either party be liable with respect to the failure of its duties and obligations under this Agreement which is attributable to acts of God, war, terrorism, conditions or events of nature, civil disturbances, work stoppages, equipment failures, power failures, fire or other similar events beyond its control.

8.12 Name and Trademarks. Except as otherwise provided in this Agreement, neither party will use the other's name or trademarks in any promotional or marketing materials without prior written consent. Client understands and agrees that this Agreement confers, and Client shall obtain, no other right to BridgePay's name or trademarks by virtue of such use. Client acknowledges that BridgePay is the sole owner of its trademarks (the "Marks"), and acknowledges that the Products and Services are a proprietary product of BridgePay. Accordingly, Client acknowledges that ownership of all existing patents, copyrights, mask work rights, trademarks, trade names, trade secrets and other proprietary rights relating to or residing in Products and Services, and all copies of all or any part thereof ("Intellectual Property"), will remain with BridgePay. Client will not contest the ownership of the Marks or Intellectual Property, and BridgePay may at any time and upon reasonable notice prohibit Client from using the Marks or Intellectual Property for any reason.

8.13 Counterparts/Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. The signatures to this Agreement may be evidenced by facsimile copies or PDF copies reflecting the party's signature, and any such facsimile copy or PDF copy shall be sufficient to evidence the signature of such party as if it were an original signature.

BridgePay Network Solutions, LLC

By: _____
Name: _____
Its: _____

City of Morristown

By: _____
Name: _____
Its: _____

Exhibit A
Products and Fees

Tyler Technologies Per Transaction Fee	\$0.10
Activation Fee	waived
Monthly Minimum Fee	waived

Exhibit B
Products and Services



Morristown City Council Agenda Item Summary

Date: April 6, 2021

Agenda Item: Surplus Property

Prepared by: Joey Barnard/Lauren Carroll

Subject: Approval to declare police vehicle as surplus and accept total loss payment

Background/History: The City of Morristown owns a 2019 Dodge Charger Police Vehicle (VIN 2C3CDXAG3KH545294) that suffered significant water damage on or about February 18, 2020. The City staff and City Attorney have been working with the insurance company for the upfitting company that caused the condition that led to the damage. The vehicle has been deemed a total loss and the insurance company has offered to pay \$24,540.00 to the City for the loss of this vehicle. The vehicle needs to be declared surplus property before the vehicle can be turned over to the insurance agency.

Action options/Recommendations: The City of Morristown administration and council are seeking approval to declare the above referenced vehicle as surplus and to accept the total loss payment for the vehicle. As an additional note, the City will be permitted to obtain items out of the vehicle, such as the cage, computer mounts, and other items that the City deems useful.

The City of Morristown

Memorandum

From the Office of Finance



Morristown City Council Agenda Item Summary

Date: March 31, 2021

Agenda Item: Surplus Vehicle

Prepared by: Joey Barnard, Assistant City Administrator

Subject: Approval to Declare Vehicle 56 as Surplus

Background/History: The Engineering Department utilizes a 2006 Ford Crown Victoria, VIN#: 2FAFP71W76X165450, that currently has 144,291 miles and several mechanical issues. Parts for this unit have become obsolete resulting in difficulty making repairs.

Financial Impact: It is the goal to acquire the maximum dollar amount in the most efficient manner.

Action options/Recommendations: The City of Morristown and the Engineering Department is seeking approval to declare the vehicle as surplus and to sell via GovDeals, an online auction website.

Attachment: None.

CHANGE ORDER NUMBER 1

PROJECT:	SITE 12 - EAST TENNESSEE PROGRESS CENTER	DATE PREPARED:	03/18/21
OWNER:	CITY OF MORRISTOWN, TN	CONTRACTOR:	GLASS MACHINERY & EXCAVATING, INC.
ADDRESS:	100 WEST 1ST NORTH STREET MORRISTOWN, TN 37814		27262 WILDERNESS RD STE 201 JONESVILLE, VA 24263

NAME AND LOCATION OF PROJECT: EAST TENNESSEE PROGRESS CENTER
SITE 12 DEVELOPMENT
MORRISTOWN, TN

DESCRIPTION OF WORK INCLUDED IN CONTRACT: The Project includes all earthwork and preparations necessary to develop Site 12 into a
graded construction ready industrial building site.

CHANGE ORDERED: Description: Line Items 3-6, 9, 11-17, and 19- 21 final quantities required to
complete project. See attached Project Line Item Quantities Change Order
form.

REASON FOR CHANGE ORDER: Rectify field measured quantities and contract time.

ORIGINAL CONTRACT	\$	1,353,901.50
REVISED CONTRACT PREVIOUS CHANGE ORDERS	\$	0.00
AMOUNT THIS CHANGE ORDER NO. 1	\$	46,957.43
LATEST REVISED CONTRACT THROUGH THIS SUPPLEMENTAL AGREEMENT	\$	1,400,858.93

SUBJECT TO THE CONDITIONS SET FORTH BELOW, AN EQUITABLE ADJUSTMENT IS ESTABLISHED AS FOLLOWS:

CONTRACT PRICE		CONTRACT TIME	
X	NOT CHANGED	X	NOT CHANGED
	INCREASED BY : \$ 46,957.43		INCREASED BY 29 CALENDAR DAYS
	DECREASED BY :		DECREASED BY DAYS

The foregoing is in accordance with the contract documents dated April 7, 2020 and listed below.

- A. The aforementioned change and work affected thereby are subject to all contract stipulations and covenants;
- B. The rights of the owner are not prejudiced; and
- C. All claims against the Owner which are incidental to or as a consequence of the aforementioned change are satisfied.

CONTRACTOR: GLASS MANUFACTURING & EXCAVATING, INC.

OWNER: CITY OF MORRISTOWN, TN

DATE: 03/18/21

DATE:

ENGINEER: MICHAEL BAKER INTERNATIONAL, INC.

DATE: 18 MAR 21

CHANGE ORDER #1 LINE ITEM QUANTITIES

Site: Morristown Site 12

Project: Morristown Site 12

Contractor: Glass Machinery and Excavating

Item No.	Items Description	Unit	Contract Quantities	Adjusted Quantities	Quantities Difference	Unit Price	Price Difference
1	Mobilization	LS	1	1.00	0.00	\$ 80,000.00	\$ -
2	Adjusted Clearing and Grubbing	AC	5	5.00	0.00	\$3,765.00	\$ -
3	Strip &. Stockpile Topsoil	CY	75,000	69,750.00	(5250.00)	\$1.00	\$ (5,250.00)
4	Place & Spread Topsoil	CY	40,000	35,921.05	(4078.95)	\$1.90	\$ (7,750.00)
5	Unclassified Excavation	CY	390,000	390,000.00	0.00	\$2.09	\$ -
6	Rock Excavation	CY	10,000	0.00	(10000.00)	\$0.50	\$ (5,000.00)
7	Sediment Basin 1 Outlet Control Structure	LS	1	1.00	0.00	\$15,540.00	\$ -
8	Sediment Basin 2 Outlet Control Structure	LS	1	1.00	0.00	\$15,376.00	\$ -
9	Tubes and Wattles	LF	1,200	0.00	(1200.00)	\$3.95	\$ (4,740.00)
10	Seeding and Mulching	AC	67	67.00	0.00	\$1,451.50	\$ -
11	Filter Fabric	SY	650	465.00	(185.00)	\$4.68	\$ (865.80)
12	Wire Backed Silt Fence	LF	5,450	5,450.00	0.00	\$4.50	\$ -
13	Temporary Seeding and Mulching	AC	30	16.80	(13.20)	\$1,040.00	\$ (13,728.00)
14	Machined Rip Rap (Class A-1)	TON	550	996.60	446.60	\$41.25	\$ 18,422.14
15	Machined Rip Rap (Class B)	TON	400	1,438.00	1038.00	\$43.25	\$ 44,893.50
16	Erosion Control Blanket	SY	27,000	26,600.00	(400.00)	\$1.10	\$ (440.00)
17	Inlet Protection	EA	5	2.00	(3.00)	\$725.75	\$ (2,177.25)
18	Check Dams	EA	8	2.00	(6.00)	\$321.00	\$ (1,926.00)
19	24" HDPE Type S	LF	225	114.38	(110.62)	\$50.75	\$ (5,613.75)
20	Landscape Allowance	LS	1	0.00	(1.00)	\$5,000.00	\$ (5,000.00)
21	Undercut Unsuitable Material	CY	0	7,241.00	7241.00	\$4.99	\$ 36,132.59

PROJECT LINE ITEM CHANGE ORDER TOTAL

\$ 46,957.43

CHANGE ORDER NUMBER 1

PROJECT: SITE 12 - EAST TENNESSEE PROGRESS CENTER DATE PREPARED: 03/18/21
OWNER: CITY OF MORRISTOWN, TN CONTRACTOR: GLASS MACHINERY &
EXCAVATING, INC.
ADDRESS: 100 WEST 1ST NORTH STREET 27262 WILDERNESS RD STE 201
MORRISTOWN, TN 37814 JONESVILLE, VA 24263

NAME AND LOCATION OF PROJECT: EAST TENNESSEE PROGRESS CENTER
SITE 12 DEVELOPMENT
MORRISTOWN, TN

DESCRIPTION OF WORK INCLUDED IN CONTRACT: The Project includes all earthwork and preparations necessary to develop Site 12 into a
graded construction ready industrial building site.

CHANGE ORDERED: Description: Line Items 3-6, 9, 11-17, and 19- 21 final quantities required to
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REASON FOR CHANGE ORDER: Rectify field measured quantities and contract time.

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LATEST REVISED CONTRACT THROUGH THIS SUPPLEMENTAL AGREEMENT	\$	<u>1,400,858.93</u>

SUBJECT TO THE CONDITIONS SET FORTH BELOW, AN EQUITABLE ADJUSTMENT IS ESTABLISHED AS FOLLOWS:

CONTRACT PRICE		CONTRACT TIME	
<u> </u> NOT CHANGED	<u> </u> NOT CHANGED	<u> </u> CALENDAR DAYS	<u> </u> DAYS
<u> X </u> INCREASED BY : <u>\$ 46,957.43</u>	<u> X </u> INCREASED BY	<u> 29 </u>	
<u> </u> DECREASED BY : <u> </u>	<u> </u> DECREASED BY	<u> </u>	

The foregoing is in accordance with the contract documents dated April 7, 2020 and listed below..

- A. The aforementioned change and work affected thereby are subject to all contract stipulations and covenants;
- B. The rights of the owner are not prejudiced; and
- C. All claims against the Owner which are incidental to or as a consequence of the aforementioned change are satisfied.

CONTRACTOR: GLASS MANUFACTURING & EXCAVATING, INC.

OWNER: CITY OF MORRISTOWN, TN

DATE: 03/18/21

DATE:

ENGINEER: MICHAEL BAKER INTERNATIONAL, INC.

DATE: 18 MAR 21

CHANGE ORDER #1 LINE ITEM QUANTITIES

Site: Morristown Site 12

Project: Morristown Site 12

Contractor: Glass Machinery and Excavating

Item No.	Items Description	Unit	Contract Quantities	Adjusted Quantities	Quantities Difference	Unit Price	Price Difference
1	Mobilization	LS	1	1.00	0.00	\$ 80,000.00	\$ -
2	Adjusted Clearing and Grubbing	AC	5	5.00	0.00	\$3,765.00	\$ -
3	Strip &, Stockpile Topsoil	CY	75,000	69,750.00	(5250.00)	\$1.00	\$ (5,250.00)
4	Place & Spread Topsoil	CY	40,000	35,921.05	(4078.95)	\$1.90	\$ (7,750.00)
5	Unclassified Excavation	CY	390,000	390,000.00	0.00	\$2.09	\$ -
6	Rock Excavation	CY	10,000	0.00	(10000.00)	\$0.50	\$ (5,000.00)
7	Sediment Basin 1 Outlet Control Structure	LS	1	1.00	0.00	\$15,540.00	\$ -
8	Sediment Basin 2 Outlet Control Structure	LS	1	1.00	0.00	\$15,376.00	\$ -
9	Tubes and Wattles	LF	1,200	0.00	(1200.00)	\$3.95	\$ (4,740.00)
10	Seeding and Mulching	AC	67	67.00	0.00	\$1,451.50	\$ -
11	Filter Fabric	SY	650	465.00	(185.00)	\$4.68	\$ (865.80)
12	Wire Backed Silt Fence	LF	5,450	5,450.00	0.00	\$4.50	\$ -
13	Temporary Seeding and Mulching	AC	30	16.80	(13.20)	\$1,040.00	\$ (13,728.00)
14	Machined Rip Rap (Class A-1)	TON	550	996.60	446.60	\$41.25	\$ 18,422.14
15	Machined Rip Rap (Class B)	TON	400	1,438.00	1038.00	\$43.25	\$ 44,893.50
16	Erosion Control Blanket	SY	27,000	26,600.00	(400.00)	\$1.10	\$ (440.00)
17	Inlet Protection	EA	5	2.00	(3.00)	\$725.75	\$ (2,177.25)
18	Check Dams	EA	8	2.00	(6.00)	\$321.00	\$ (1,926.00)
19	24" HDPE Type S	LF	225	114.38	(110.62)	\$50.75	\$ (5,613.75)
20	Landscape Allowance	LS	1	0.00	(1.00)	\$5,000.00	\$ (5,000.00)
21	Undercut Unsuitable Material	CY	0	7,241.00	7241.00	\$4.99	\$ 36,132.59

PROJECT LINE ITEM CHANGE ORDER TOTAL

\$ 46,957.43

Purchase Order

CITY OF MORRISTOWN

PURCHASING DIRECTOR

P.O. Box 1499

Morristown, TN 37815-0647

Phone: (423) 585-4622 Fax: (423) 585-4687

Fiscal Year 2021

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase
Order #

21001977-00

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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WORLDWIDE EQUIPMENT INC
6614 WILBANKS ROAD

KNOXVILLE, TN 37912

S
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City of Morristown
100 W 1ST N STREET
aahl@mymorristown.com
MORRISTOWN, TN 37814

Vendor Phone Number 865-688-4300		Vendor Fax Number 865-687-1003		Requisition Number 21002327		Delivery Reference/Contact DAVID MARSHALL			
Date Ordered 04/01/21		Vendor Number 000932		Date Required		Interoffice Delivery		Department/Location 41610	
Item#	Description/Part No.				Qty/Unit	Cost Each		Extended Price	
001	ORIGINAL				1.00 EACH	96565.00000		96,565.00	
002	2022 KENWORTH T70 CHASSIS 43210-971				96,565.00	1.00 EACH		71,365.00	
	2022 PAK MORE REAR LOADER BODY								
	PER STATEWIDE CONTRACT #209 WORLDWIDE EQUIPMENT CONTRACT # 64432 UNIT WILL HAVE CIRCUIT BREAKERS INSTEAD OF FUSES UNIT WILL HAVE FRONT/BACK DISC BRAKES 43210-971				71,365.00				
						PO Total		167,930.00	

The City of Morristown is an equal
employment / affirmative action
employer EOE / AA

Authorized Signature

Date

VENDOR COPY

Authorized Signature

Return to Agency



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

Worldwide Equipment Inc
6614 Wilbanks Rd

Knoxville, TN 37912

Vendor ID: 0000084264

Contract Number: 000000000000000000064432

Title: SWC# 209 - Vehicles

Start Date : October 01, 2019 End Date: September 30, 2021

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone:
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000187737

Light Trucks, Hino(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

Line 2

Item ID: 1000187738

Medium Trucks, Hino(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

Line 3

Item ID: 1000187739

Medium Trucks, Kenworth(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

Line 4

Item ID: 1000187762

Medium Trucks, Mack (Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

Line 5

Item ID: 1000179941

Optional Equipment, Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

APPROVED:



Digitally signed by Mike Perry.
DN: cn=Mike Perry, o=Chief
Procurement Officer,
ou=Department of General Services,
email=mike.perry@tn.gov, c=US
Date: 2019.11.19 08:19:38 -0600

CHIEF PROCUREMENT OFFICER

BY:

Mike Neely

Digitally signed by Mike Neely
DN: cn=Mike Neely, o=Deputy Chief
Procurement Officer,
email=michael.neely@tn.gov, c=US
Date: 2019.11.19 08:59:28 -0600

PURCHASING AGENT

DATE



LDA ENGINEERING

March 31, 2021

Mr. Anthony Cox
City Administrator
City of Morristown
P.O. Box 1499
Morristown, TN 37816-1499

Reference: Croxdale Road Slope Stabilization

Dear Mr. Cox:

Bids for the referenced project were received and opened on March 30, 2021 at 2:00 p.m. at the Public Works Office. All bids were received sealed and otherwise in proper order. The Bidders with their respective base bids are shown in the attached Certified Bid Tabulation.

Based on our review of the bids and related documentation, we recommend that the contract be awarded to Summers-Taylor, Inc. of Johnson City, Tennessee, in the amount of \$109,975.00.

A copy of original bids, bid bonds, and other documentation submitted are attached for your files, the originals will be forwarded to you. If you have questions or comments concerning this matter, please feel free to contact us.

Sincerely,

Steve Drummer, P.E.
Senior Civil Engineer

Enclosures

**City of Morristown, Tennessee
Croxdale Road Slope Stabilization
Certified Bid Tabulation**

Item	Description	Qty.	Unit	Junlor Hummel Excavating		Summers-Taylor, Inc.	
				Unit Price	Total Cost	Unit Price	Total Cost
1	Removal of Structures	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 2,500.00	\$ 2,500.00
2	Clearing and Grubbing	1	SY	\$ 18,000.00	\$ 18,000.00	\$ 15,000.00	\$ 15,000.00
3	Earthwork	1	TN	\$ 85,000.00	\$ 85,000.00	\$ 53,500.00	\$ 53,500.00
4	Concrete Ditching	140	SY	\$ 43.00	\$ 6,020.00	\$ 40.00	\$ 5,600.00
5	12" HDPE Pipe Slope Drain	90	TN	\$ 66.50	\$ 5,985.00	\$ 85.00	\$ 7,650.00
6	Traffic Control	1	LF	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
7	Erosion and Sediment Control	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 5,325.00	\$ 5,325.00
8	Cleanup, Final Grading and Seeding	1	EA	\$ 30,000.00	\$ 30,000.00	\$ 8,650.00	\$ 8,650.00
14	Miscellaneous Concrete	10	CY	\$ 150.00	\$ 1,500.00	\$ 400.00	\$ 4,000.00
15	Miscellaneous Stone	50	TON	\$ 30.00	\$ 1,500.00	\$ 55.00	\$ 2,750.00
		Total		\$ 173,005.00		\$ 109,975.00	

I, the undersigned, do hereby certify that the foregoing bid tabulation is true and correct to the best of my knowledge, information, and belief:

John S. Drummer, P.E.





LDA ENGINEERING

March 31, 2021

Mr. Anthony Cox
City Administrator
City of Morristown
P.O. Box 1499
Morristown, TN 37816-1499

Reference: Brights Pike Bridge Replacement

Dear Mr. Cox:

Bids for the referenced project were received and opened on March 30, 2021 at 2:00 p.m. at the Public Works Office. All bids were received sealed and otherwise in proper order. The Bidders with their respective base bids are shown in the attached Certified Bid Tabulation.

Based on our review of the bids and related documentation, we recommend that the contract be awarded to Adams Construction, LLC, of Lexington, KY in the amount of \$448,750.00.

The original bids, bid bonds, and other documentation submitted will be forwarded to you by mail. If you need electronic versions of those documents, please let me know.

Sincerely,

Jason Elliott, P.E.
Principal Engineer

City of Morristown, Tennessee
Brights Pike Bridge Replacement - PIN 124355.00
Certified Bid Tabulation

Item	Description	Qty.	Unit	Summers-Taylor, Inc.		Adams Contracting, LLC		King General Contractors, Inc		JAVE, LLC		Whaley Construction	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
105-01	Construction Stakes, Lines and Grades	1	LS	\$ 8,200.00	\$ 8,200.00	\$ 5,500.00	\$ 5,500.00	\$ 12,023.25	\$ 12,023.25	\$ 4,500.00	\$ 4,500.00	\$ 15,000.00	\$ 15,000.00
201-01	Clearing and Grubbing	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00	\$ 22,873.50	\$ 22,873.50	\$ 12,500.00	\$ 12,500.00	\$ 15,000.00	\$ 15,000.00
202-01	Removal of Structures and Obstructions	1	LS	\$ 17,500.00	\$ 17,500.00	\$ 20,000.00	\$ 20,000.00	\$ 76,245.00	\$ 76,245.00	\$ 23,500.00	\$ 23,500.00	\$ 30,000.00	\$ 30,000.00
203-03	Borrow Excavation (Unclassified)	1050	CY	\$ 25.00	\$ 26,250.00	\$ 34.00	\$ 35,700.00	\$ 23.46	\$ 24,633.00	\$ 29.00	\$ 30,450.00	\$ 35.00	\$ 36,750.00
203-04	Placing and Spreading Topsoil	70	CY	\$ 35.00	\$ 2,450.00	\$ 40.00	\$ 2,800.00	\$ 14.66	\$ 1,026.20	\$ 40.00	\$ 2,800.00	\$ 50.00	\$ 3,500.00
209-99.91	Erosion Control	1	LS	\$ 14,000.00	\$ 14,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,571.75	\$ 5,571.75	\$ 6,200.00	\$ 6,200.00	\$ 28,000.00	\$ 28,000.00
303-01	Mineral Aggregate, Type A Base, Grading D	620	TON	\$ 41.50	\$ 25,730.00	\$ 40.00	\$ 24,800.00	\$ 46.92	\$ 29,090.40	\$ 44.00	\$ 27,280.00	\$ 40.00	\$ 24,800.00
307-01.06	Asphalt Concrete Mix (PG64-22) (BPMB-HM) Grading B	161	TON	\$ 118.00	\$ 18,998.00	\$ 117.00	\$ 18,837.00	\$ 147.22	\$ 23,702.42	\$ 128.00	\$ 20,608.00	\$ 125.00	\$ 20,125.00
411-01.10	ACS Mix (PG64-22) Grading D	89	TON	\$ 159.00	\$ 14,151.00	\$ 169.00	\$ 15,041.00	\$ 240.15	\$ 21,373.35	\$ 160.00	\$ 14,240.00	\$ 181.00	\$ 16,109.00
607-50.30	Precast Concrete Box Bridge (Double Barrel 12'x9')	38	LF	\$ 5,500.00	\$ 209,000.00	\$ 4,400.00	\$ 167,200.00	\$ 7,591.66	\$ 288,483.08	\$ 8,365.00	\$ 317,870.00	\$ 4,140.00	\$ 157,320.00
607-50.36	Cast-In-Place Concrete Wingwalls (Per Plan)	1	LS	\$ 50,220.00	\$ 50,220.00	\$ 77,600.00	\$ 77,600.00	\$ 46,920.00	\$ 46,920.00	\$ 60,000.00	\$ 60,000.00	\$ 55,000.00	\$ 55,000.00
705-02.02	Single Guardrail (Type 2)	72	LF	\$ 24.50	\$ 1,764.00	\$ 26.00	\$ 1,872.00	\$ 28.74	\$ 2,069.28	\$ 24.50	\$ 1,764.00	\$ 27.00	\$ 1,944.00
705-04.09	Earth Pad for Type 38 GR End Treatment	4	EACH	\$ 1,450.00	\$ 5,800.00	\$ 1,500.00	\$ 6,000.00	\$ 1,700.85	\$ 6,803.40	\$ 1,500.00	\$ 6,000.00	\$ 1,595.00	\$ 6,380.00
705-06.20	Tangent Energy Absorbing Term Mash TL-3	4	EACH	\$ 2,850.00	\$ 11,400.00	\$ 3,000.00	\$ 12,000.00	\$ 3,343.05	\$ 13,372.20	\$ 2,800.00	\$ 11,200.00	\$ 3,135.00	\$ 12,540.00
709-05.06	Machined Riprap (Class A-1)	100	TON	\$ 65.00	\$ 6,500.00	\$ 46.00	\$ 4,600.00	\$ 46.92	\$ 4,692.00	\$ 50.00	\$ 5,000.00	\$ 45.00	\$ 4,500.00
712-01	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,395.77	\$ 7,395.77	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
717-01	Mobilization	1	LS	\$ 24,770.00	\$ 24,770.00	\$ 22,000.00	\$ 22,000.00	\$ 17,595.00	\$ 17,595.00	\$ 15,000.00	\$ 15,000.00	\$ 22,500.00	\$ 22,500.00
801-01.03	Seeding (Without Mulch)	800	SY	\$ 0.35	\$ 280.00	\$ 2.00	\$ 1,600.00	\$ 3.81	\$ 3,048.00	\$ 1.50	\$ 1,200.00	\$ 2.00	\$ 1,600.00
805-12.02	Erosion Control Blanket (Type II)	800	SY	\$ 1.00	\$ 800.00	\$ 1.50	\$ 1,200.00	\$ 3.81	\$ 3,048.00	\$ 2.50	\$ 2,000.00	\$ 3.00	\$ 2,400.00
				\$ 457,813.00		\$ 448,750.00		\$ 609,965.60		\$ 566,612.00		\$ 457,968.00	

Apparent Low Bidder

I, the undersigned, do hereby certify that the foregoing bid tabulation is true and correct to the best of my knowledge, information, and belief. All accepted bids are qualified and each bidder's TDOT prequalification status has been verified.

