

FINANCE COMMITTEE

November 5, 2019

2:30 p.m.

WORK SESSION

November 5, 2019

4:00 p.m.

1. Agenda Review

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
November 5, 2019
5:00 p.m.**

1. CALL TO ORDER
Mayor Gary Chesney

2. INVOCATION

Reverend Dr. Cynthia Thompson, Chaplain, Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. October 15, 2019

6. PROCLAMATIONS/PRESENTATIONS

1. Small Business Saturday Proclamation

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

8. OLD BUSINESS

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

9. NEW BUSINESS

9-a. Resolutions

9-b. Introduction and First Reading of Ordinances

9-c. Awarding of Bids/Contracts

1. Approval of the Amendment to the Agreement Creating the Joint Economic and Community Development Board of Hamblen County, Tennessee.
2. Approval to Apply for the Tennessee Department of Transportation (TDOT) 2019-2020 Traffic Signal Modernization Grant (TSMP).
3. Approval of Interlocal Cooperation Agreement for Fire Protection Service between the City of Morristown and Morristown Utilities Commission.
4. Approval of Change Order No. 1 with Design Innovation Architects for the Morristown City Hall Plaza Garage increasing the contract amount by \$6,569.02.
5. Acceptance of the Proposed Geotechnical and Environmental Services for the Community Center Site in the amount of \$9,750.00, approve contract, and allow Tony Cox, City Administrator to enter into agreement with GEOServices, LLC.
6. Approval to purchase eleven vehicles for the Morristown Police Department through the Statewide Contract for a total amount of \$400,084.66.
7. Approval of Change Order No. 1 with Andrews & Hoskins Construction Inc. for Heritage Park decreasing the contract amount by \$42,158.70
8. Acceptance of the Recommendation from DIA to Award the Bid for the Roof Replacement of Fire Stations #2, #5, #6 and the City Center to Morristown Roofing, Inc. in the amount of \$572,821.
9. Approval of Inspection and Maintenance Agreement (I&M) between the City of Morristown and O & A Properties, LLC – Fazoli's Morristown.

9-d. Board/Commission Appointments

1. City Council's appointment or re-appointment to Child Care Centers Board (Morristown-Hamblen) for a two (2) year term to expire November 20, 2021. {Term expiring: Deputy Chief Michelle Jones.}

9-e. New Issues

1. Approval of sale of property to TN Mechanical & Industrial in the Morristown Airport Industrial District (MAID) consisting of approximately 3 acres of Lot 13D on Ontario Circle for the Purchase Price of \$17,000.
2. Approval of Morristown Fire Department Promotions.
3. Council consideration of Christmas Holiday schedule.

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

City Council Meeting/Holiday Schedule:

November 5, 2019	Tuesday	2:30 p.m.	Finance Committee Meeting
November 5, 2019	Tuesday	4:00 p.m.	Work Session - Council Agenda Review
November 5, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 19, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 19, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 28-29, 2019	Thurs/Fri		City Employee's Holiday Thanksgiving
December 3, 2019	Tuesday	2:30 p.m.	Finance Committee Meeting
December 3, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 3, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 17, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 17, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 25, 2019	Wednesday		City Employee's Holiday Christmas Day
January 1, 2020	Wednesday		City Employee's Holiday New Year's Day
January 7, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
January 7, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
January 7, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

**WORK SESSION AGENDA
November 5, 2019**

1. University of Tennessee Archivist

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
October 15, 2019**

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, October 15, 2019, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present; Al A'Hearn, Bob Garrett, Kay Senter and Ken Smith. Absent: Chris Bivens and Tommy Pedigo

Pastor Don Lamb, Chaplain, Morristown Fire Department led in the invocation. Councilmember Al A'Hearn led the "Pledge of Allegiance".

Councilmember A'Hearn made a motion to approve the October 1, 2019 minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Ordinance No. 3645; No one spoke.

Councilmember Smith made a motion to approve Ordinance 3645 on second and final reading. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3642

Entitled an Ordinance of the City Council for the City of Morristown, Tennessee, Amending Title 13, Chapter 3 [Tree Ordinance] of the Morristown Municipal Code.

Councilmember Senter made a motion to approve Resolution 4-20. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Resolution No. 4-20

A Resolution to Adopt Amended City of Morristown, Tennessee Debt Management Policy.

Councilmember A'Hearn made a motion to approve Resolution 5-20. Councilmember Smith seconded the motion and upon roll call; Councilmembers A'Hearn, Senter, Smith and Mayor Chesney voted "aye", Councilmember Garrett voted "no".

Resolution No. 5-20

Initial Resolution Authorizing the Issuance of Not to Exceed Thirty-Seven Million Two Hundred Fifty Thousand Dollars (\$37,250,000) General Obligation Bonds of the City of Morristown, Tennessee.

Councilmember Smith made a motion to approve Resolution 6-20. Councilmember A'Hearn seconded the motion and upon roll call; Councilmembers A'Hearn, Senter, Smith and Mayor Chesney voted "aye", Councilmember Garrett voted "no".

Resolution No. 6-20

A Resolution Authorizing the Issuance of General Obligation Bonds of the City of Morristown, Tennessee in the aggregate principal amount of not to exceed \$37,250,000, in one or more Series; making provision for the Issuance, Sale and Payment of said Bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the Bonds.

Councilmember A'Hearn made a motion to approve the grant contract between the State of Tennessee Department of Agriculture, Division of Forestry and the City of Morristown in the amount \$18,575 to be used for the Community Tree Planting Project. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the amended License and Services Agreement between Tyler Technologies and the City of Morristown in the amount of \$65,520 and to allow Tony Cox, City Administrator to enter into an agreement with Tyler Technologies. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the Fiscal Year 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Grant between the U.S. Department of Justice and the City of Morristown. Councilmember A'Hearn 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: Judy Gragert spoke.

Mayor Gary Chesney adjourned the October 15, 2019 Morristown City Council meeting at 5:23 p.m.

Mayor

Attest:

City Administrator

Proclamation from the Office of the Mayor
CITY OF MORRISTOWN

PROCLAMATION

WHEREAS, the government of the City of Morristown, Tennessee, celebrates our local small businesses and the contributions they make to our local economy and community; that according to the United States Small Business Administration, there are 30.7 million small businesses in the United States, that represent 99.7 percent of all businesses with employees in the United States, are responsible for 64.9 percent of net new jobs created from 2000 to 2018; and

WHEREAS, small businesses employ 47.3 percent of the employees in the private sector in the United States; and

WHEREAS, 94% of consumers in the United States value the contributions small businesses make in their community; and

WHEREAS, 96% of consumers who plan to shop on Small Business Saturday said the day inspires them to go to small independently owned retailers or restaurants that they have not been to before, or would not have otherwise tried; and

WHEREAS, 59% of small business owners said Small Business Saturday contributes significantly to their holiday sales each year; and

WHEREAS, the City of Morristown, Tennessee, supports our local businesses that create jobs, boost our local economy and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Mayor Gary Chesney on behalf of the City Council of the City of Morristown, Tennessee, do hereby proclaim November 30, 2019, as

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.



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

Attest:

Date: 11-1-2019

**AN AMENDMENT TO THE AGREEMENT CREATING THE HAMBLLEN COUNTY
JOINT ECONOMIC AND COMMUNITY DEVELOPMENT BOARD OF HAMBLLEN
COUNTY, TENNESSEE**

~~**THIS INTERLOCAL AGREEMENT** is made and entered into by and between, **HAMBLLEN COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee, hereinafter referred to as "**COUNTY**" and the **CITY OF MORRISTOWN**, a Tennessee municipality created by Private Act of the Tennessee Legislature for 1903, Chapter 103, hereinafter referred to as "**CITY**".~~

AN INTERLOCAL AGREEMENT was made and entered into by and between, **HAMBLLEN COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee, hereinafter referred to as "**COUNTY**" and the **CITY of MORRISTOWN**, a Tennessee municipally created by Private Act of the Tennessee Legislature for 1903, Chapter 103, hereinafter referred to as "**CITY**" that created the **JOINT ECONOMIC AND COMMUNITY DEVELOPMENT BOARD of HAMBLLEN COUNTY, TENNESSEE** in February 2001.

WITNESSETH:

WHEREAS, pursuant to *Tennessee Code Annotated* § 6-58-114, each county in the State of Tennessee must form a joint economic and community development board to engage in long-term planning; and

WHEREAS, this interlocal agreement is authorized by *Tennessee Code Annotated* § 5-1-113; and

~~**WHEREAS**, it is the desire of both the County and City to establish by interlocal agreement a joint economic and community development board as required by law;~~

WHEREAS, both the **COUNTY** and the **CITY** want to amend the Interlocal Agreement dated February 2001 by updating the Board's membership and the Board's purpose to adapt to the constant changing dynamics of economic and community development of this East Tennessee community.

NOW, THEREFORE, in consideration of the above-stated premises, the parties hereto agree as follows to amend the 2001 Interlocal Agreement to read as follows:

- I. **NAME**. There is hereby created the Joint Economic and Development Board of Hamblen County, Tennessee, hereinafter referred to as the "Board".

II. **PURPOSE.** The purpose of the Board shall be to foster communication relative to economic and community development between and among government entities, industry, and private citizens.

III. **AUTHORITY.** The Board is authorized to take the following actions:

- a. To discuss the interrelationship among commercial, governmental, private and other interests in the community and to identify ways to coordinate development efforts among these interests; and
- b. To develop recommendations regarding economic and community development and to advise the legislative bodies of the participating governments of those recommendations.

IV. **MEMBERSHIP OF THE BOARD.** The membership of the Board shall be composed and selected as follows:

- a. The County ~~Executive~~ Mayor of Hamblen County, Tennessee
- b. The City Administrator of the City of Morristown, Tennessee
- c. ~~The Chairman of the Hamblen County Commission.~~ The Chairman of the Hamblen County Commission or his/her designee
- d. The Mayor of the City of Morristown, Tennessee
- e. The Chairman of the City of Morristown Industrial Development Board
- f. The President/CEO of the Morristown Area Chamber of Commerce
- g. One person who owns land qualifying for the classification and valuation under Tennessee Code Annotated, Title 67, Chapter 5, Part 10, to be appointed by the Board from a list of qualifying individuals prepared by the Hamblen County Assessor of Property by mutual agreement of the County Mayor and the City Administrator. ~~from a list of qualifying individuals prepared by the Hamblen County Trustee by mutual agreement of the County Executive and City Administrator.~~

V. **TERMS OF BOARD MEMBERS.** The Terms for the County ~~Executive~~, Mayor, and the Morristown Mayor and the Chairman of the ~~Hamblen~~ County

Commission shall coincide with the terms of office for those positions. The City Administrator shall serve by virtue of his position in government. The Chairman of the Morristown Industrial Development Board and the President/CEO of the Morristown Area Chamber of Commerce shall serve by virtue of their position with the respective organizations. The appointed landowner shall serve a four-year term and may be reappointed for no more than one additional term.

VI. **COMPOSITON OF EXECUTIVE COMMITTEE.** There shall be an Executive Committee composed of the following members:

- a. The County ~~Executive~~ Mayor of the County
- b. The Chairman of the Hamblen County Commission or his/her designee
- c. ~~The~~ Mayor of the City Administrator
- d. City Administrator
- e. Chairman of the Morristown Industrial Board
- f. President/CEO of Morristown Area Chamber of Commerce

VII. **MEETINGS.** ~~The County Executive shall call the first meeting of the Board and serve as interim chair until all Board members are elected. After the Board is complete,~~ The Board shall meet at least four times annually and the Executive Committee shall meet at least eight times annually. All meetings of the Board and the Executive Committee shall be documented by minutes and certification of attendance, and are subject to the Open Meeting Act as set forth in *Tennessee Code Annotated*, Section 8-44-101 et seq.

VIII. **OFFICERS.** ~~At the first meeting after all Board members are chosen,~~ The Board shall ~~organize itself, adopt by laws and~~ elect a Chair, Vice-Chair, and Secretary-Treasurer from among the members. Officers of the Board shall be elected annually. The chair shall call regular and special meetings of the Board and Executive Committee and preside over all meetings. The Vice-Chair shall serve as Chair in the Chair's absence. The Secretary-Treasurer shall keep minutes of all meetings and shall serve as chief financial officer.

IX. **FUNDING.** In order to obtain revenues needed to provide meeting space, costs associated with providing adequate notice under the Open Meetings Act,

marketing expenses required to recruit and retain companies/employers in the County and other functions of the Board and other functions necessary to the authority granted to the Board, activities of the Board shall be jointly funded by the participating governments. As provided in *Tennessee Code Annotated*, Section 6-5-114(g), the funding formula for determining the funds due from each government shall be determined by adding the population of the entire county as established by in the last federal decennial census or special census as provided for in *Tennessee Code Annotated*, Section 6-5-114, and then determining the percentage that the population of each government entity bears to the total amount. In the event of a special census, the formula shall be adjusted as provided in *Tennessee Code Annotated*, Section 6-58-114(g)(2). The Board may also accept and expend donations, grants, and payments from persons and entities other than the participating governments.

- X. **BUDGETS.** An annual budget to fund the activities of the Board shall be recommended by the Executive Committee to the Board. The Board which shall adopt a budget before the first day of April of each year. The total budgetary amount shall not exceed funds necessary to provide for costs associated with providing adequate space, for costs for adequate public notice of meeting under the Open Meetings Act, for expenses for marketing activities required to recruit and retain companies/employers in the County and other functions of the Board. by participating governments meetings of the Board and costs incident thereto. After adoption of the budget, the funding formula established, above shall then be applied to the total amount as the participating governments' contributions for the ensuing fiscal year. The budget and a statement of the amount due from each participating government shall be immediately filed with the appropriate officer of each government. In the event either the County or City does not fully fund its contribution, the Board may establish and impose such sanctions or conditions as it deems proper.
- XI. **ADMINISTRATIVE DUTIES.** The COUNTY and CITY agree to designate the Morristown Area Chamber of Commerce (MACC) as the administrative entity of the Board. The economic development staff of the MACC will perform all the administrative duties of the Board which includes, but is not limited to, scheduling all meetings, ensuring that public notices of the meetings are published properly, maintain and manage the Board bank accounts and manage the Board budget and keep all records of the Board meetings and activities.

XII. MISCELLANEOUS PROVISIONS.

- a. RULES OF ORDER.** The conduct of the Board, Executive Committee or any subcommittees thereof shall be governed by *Robert's Rules of Orders*. Minutes shall be taken and preserved for each meeting of the Board, Executive Committee or any subcommittees thereof.
- b. ACCOUNTS.** The Board shall maintain an account separate and apart from the accounts and funds of the County and City. Fund remaining in the account of the Board at the end of each fiscal year shall not revert to either the County or City, but shall specifically remain funds and property of the Board. The Board shall not have the authority to bind or obligate the funds or assets of the County or City. The Board shall likewise have no power to pledge the general credit or taxing power of a participating government.
- c. FISCAL YEAR.** The fiscal year of the Board shall begin on the first day of July of each year.

XIII. AMENDMENTS. This Agreement may be amended by the adoption of any such amendments by both of the legislative bodies of the participating governments.

XIV. DISSOLUTION. The Board shall be dissolved and this Agreement terminated in the event the legislative bodies of the County and City approve such dissolution. Either participating government may withdraw from participation pursuant to this Agreement by approval by the same by the legislative body of the particular government. However, no motion to dissolve nor to withdraw from participation shall become effective for the ensuing fiscal year unless notice thereof is given to the other participating government at least six (6) months prior to the beginning of the Board's fiscal year. Upon the dissolution of the Board, all funds remaining in the Board's accounts shall be paid to the participating government according to the funding formula established by Paragraph IX, which is then in effect.

XV. EFFECTIVE DATE. This Amended Agreement shall become effective upon its approval by the legislative bodies of both the County and the City.

XVI. EXECUTION. The County and City evidence their approval of this Agreement by the signatures below of the authorized representatives of such participating governments. By such signatures, each officer executing this Agreement and each participating governmental entity represents to the other that this Agreement has been duly and lawfully approved by the participating government they represent.

CITY OF MORRISTOWN

HAMBLEN COUNTY, TN

BY: _____

BY: _____

ATTEST:

BY: _____

City of Morristown

Incorporated 1855



Memorandum

To: City Council

From: Joey Barnard, Assistant City Administrator

Date: October 29, 2019

RE: TDOT 2019-2020 Traffic Signal Modernization Grant (TSMG)

The City of Morristown is requesting approval to apply for the TDOT 2019-2020 Traffic Signal Modernization Grant (TSMG). This new grant is associated with the Traffic Signal Modernization Program (TSMP) which is a Tennessee Department of Transportation (TDOT) pilot program designed to help communities and their local traffic signal maintaining agencies modernize existing traffic signal equipment and operations. This grant is currently 100% state funded and state contracted with the goal to begin traffic signal upgrades within 12 months of project selection. The grant funds are capped at \$250,000.00.

Application to be made to update hardware at existing intersections, update ITS corridor and a new ITS project.

INTERLOCAL COOPERATION AGREEMENT FOR FIRE PROTECTION SERVICE

This Interlocal Cooperation Agreement (“Agreement”) is entered into this ____ day of _____ 2019 by and between **THE CITY OF MORRISTOWN, TENNESSEE** (“City”) and **MORRISTOWN UTILITIES COMMISSION** (“MUC”).

WITNESSETH

Whereas, *Tennessee Code Annotated* §12-9-104 authorizes public agencies to exercise and enjoy jointly with other public agencies of the State, any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State; and

Whereas, the City is a recipient of a Community Development Block Grant (CDBG) and does desire to use a portion of these funds to extend fire protection to the downtown Morristown area; and

Whereas, the City and MUC do intend to work together for the installation and completion of the project; and

Whereas, upon completion of the installation of the fire protection system, MUC agrees to take over all costs and responsibility regarding the maintenance and operation of the system and the system will be considered an asset and property of MUC; and

Whereas, to achieve this plan, the City and MUC hereby enter into this Interlocal Cooperation Agreement for the purpose of the installation of a fire protection system in downtown Morristown.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. The City does desire to extend its fire protection service to the downtown Morristown area. MUC does agree to assist in the extension of this service.
2. The City does intend to use CDBG funds to fund this project. MUC does agree to manage the project and to prepare all the appropriate bid documents for the completion of the project. MUC does further agree to comply with all rules and regulations of the CDBG funding, including, but not limited to the Davis-Bacon Act. The City will be completely responsible for the payment of the project, including reimbursement through the City’s CDBG funds.

3. Upon completion of the project, the fire protection system will become an asset of MUC's and MUC shall be solely responsible for the maintenance and operation of the system.
4. MUC shall designate a specific contact person for issues related to this Agreement and shall provide that person's name and telephone number to the City upon approval of this Agreement. MUC shall immediately notify the City of any change in said contact person. Likewise, the City shall provide a specific contact person to MUC for issues related to this Agreement and will notify MUC of any change in said contact person.
5. The term of this Agreement shall commence upon the adoption and approval by both the City Council and the MUC Board and shall continue until the completion of the project. If either party desires to terminate this Agreement for any reason, that party shall provide a sixty (60) day written notice to the other party prior to the anticipated termination date.
6. This Agreement shall take effect upon its adoption and approval by the governing bodies of both parties hereto and shall be binding upon the undersigned, their successors and assigns unless modified by an agreement in writing executed by the parties hereto.

Witness the day and year first above written.

City of Morristown, Tennessee

Morristown Utilities Commission

By: _____

By: _____

Adopted: _____

Adopted: _____

October 15, 2019

Mr. Larry Clark
Assistant City Administrator
City of Morristown
100 West First North Street
Morristown, TN 37814

Re: **Morristown City Hall Plaza Garage** | Change Order No. 01
DIA Project Number: 17109 File: K09

Dear Larry,

Change Order No. 01 includes: CPO 01 credit \$41,782.00 for changing to PVC pipe in garage; CPO 02 add \$6,559.91 removing existing remaining cast-iron pipe and replace with PVC pipe in garage; CPO 03 add \$4,607.35 for re-routing drain pipe in the garage; and CPO 04 add \$37,183.76 for replacing all Pella Doors on main floor. The additional cost is \$6,569.02 with no additional contract time. DIA recommends acceptance.

If you have any questions, please do not hesitate in call.

Sincerely,
Design Innovation



Rik Norris
Sr. Project Architect

Enc. Change Order No. 01.

cc: Tee DeMoss, City of Morristown
 Faris Eid, DIA
 Greg Campbell, DIA
 Nada Kuchinic, DIA
 Oren Yarbrough, DIA



AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Morristown City Hall Plaza Garage Morristown, TN	CONTRACT INFORMATION: Contract For: General Construction Date: March 8, 2019	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: October 15, 2019
OWNER: <i>(Name and address)</i> City of Morristown 100 West First North Street Morristown, TN 37814	ARCHITECT: <i>(Name and address)</i> Design Innovations Architects 402 S Gay Street, Ste 201 Knoxville, TN 37902	CONTRACTOR: <i>(Name and address)</i> Merit Construction, Inc. 10435 Dutchtown Road Knoxville, TN 37932

THE CONTRACT IS CHANGED AS FOLLOWS:


(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

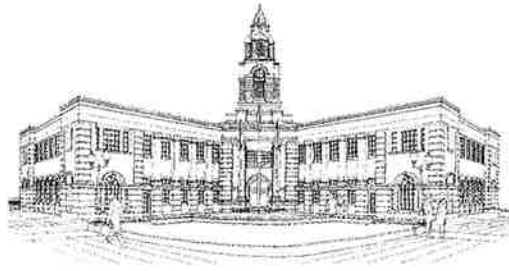
1. Credit to change to PVC pipe in garage - <\$41,782.00>
2. Remove existing remaining cast iron and replace with PVC - \$6,559.91
3. Re-routing drain in the garage - \$4,607.35
4. Pella Doors - \$37,183.76

The original Contract Sum was	\$ 2,764,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 2,764,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 6,569.02
The new Contract Sum including this Change Order will be	\$ 2,770,569.02
The Contract Time will be increased by Zero (0) days.	
The new date of Substantial Completion will be	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Design Innovations Architects	Merit Construction, Inc.	City of Morristown
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
Rik Norris	Bruce A. Bosse, CEO	Anthony W. Cox
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
10-15-19	10/15/19	
DATE	DATE	DATE



Morristown City Council Agenda Item Summary

Date: October 30, 2019

Agenda Item: Contract with GEOS for Community Center

Prepared by: Joey Barnard

Subject: Approval to accept contract with GEOS for Community Center site

Background/History: The City of Morristown currently has an agreement with GeoServices, LLC for Geotechnical and Environmental Services for the Community Center site. A need has been found for additional boring services which will provide a report of subsurface conditions found during testing and present recommendations for site grading and for design and construction. Services have been proposed for an additional fee of \$9,750.00. The Architect on the project, Lose Design, has requested these additional services.

Financial Impact: Funds have been appropriated in the 19-20 FY budget.

Action options/Recommendations: It is staff's recommendation to accept the proposed services in the amount of \$9,750.00, approve the contract, and to allow Tony Cox, City Administrator to enter into agreement with GEOS.

Attachments: Proposal and Agreement

October 28, 2019

City of Morristown
100 W. 1st North Street
Morristown, Tennessee 37814

ATTENTION: Mr. Joey Barnard, Finance Director
jbarnard@mymorristown.com

Subject: **PROPOSAL FOR GEOTECHNICAL AND ENVIRONMENTAL SERVICES**
Proposed Community Center
Morristown, Tennessee
GEOServices Proposal No. 11-19566R1

Dear Mr. Barnard:

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

PROJECT INFORMATION

Project information was provided in email correspondence and telephone conversations with Mr. Clayton Barron of Lose Design dating from September 4, 2019. Included with the email were several drawings and documents which we reviewed as part of this proposal. The drawings and document we referenced in preparing this proposal include:

- A drawing titled "Morristown Public Works – Sinkhole Location Map" by Lose Design, dated January 2018.
- A topographic drawing titled "Morristown Community Center – Existing Grade Exhibit" by Lose Design, dated September 5, 2019.
- A drawing titled "First Floor Plan – Overall" by Lose Design, dated April 25, 2019 which showed the minimum suggested boring locations.
- A drawing titled "Morristown Community Center – Proposed Development Exhibit" by Lose Design, dated September 5, 2019.
- A document titled "Injection Well Permit Application for Morristown Public Works", dated February 2018.

It is proposed to develop a site located generally west of Merchants Green Boulevard in Morristown, Tennessee for the new Morristown Community Center. The provided drawings indicate the proposed facility will include a new community center building which will house a pool, gymnasium, locker rooms, and various multipurpose and activity rooms. The building has overall plan dimensions of approximately 450 by 200 feet. Paved parking areas and access drives are also proposed.

The proposed building will be of steel-frame and concrete masonry unit wall construction. We anticipate the buildings will be supported using a system of conventional shallow foundations and a concrete slab-on-grade. Maximum individual column and continuous wall foundation loads of less than 75 kips and 7 kips per linear foot, respectively, were provided. Floor slab loads are expected to be less than 200 pounds per square foot.

The area of the building has been graded relatively level and exists at an elevation of 1,264 to 1,266 feet Mean Sea Level (MSL). Less than 5 feet of earthwork cut or fill grading is anticipated for the building area, except for the pool which will require excavations of 12 to 14 feet. The proposed parking area to the south has not been graded and existing grades in this area range from about 1,290 to 1,260 feet MSL. Earthwork cuts and fills of up to about 16 feet will be required to bring the parking area to finished grade. Earthwork cuts of up to 12 feet will be required in the detention pond area.

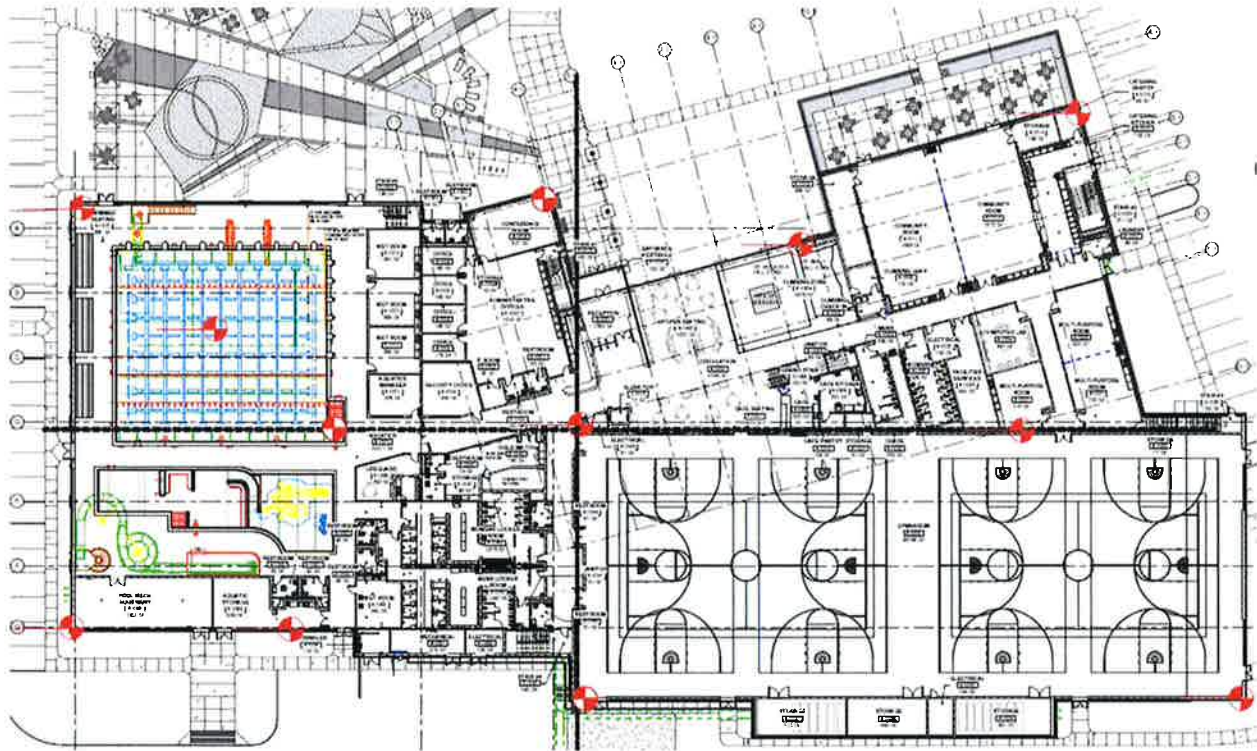
The provided topographic shows several closed contour depressions in the areas to be developed. It does not appear that the proposed community center is located within the boundary of the closed depressions; however, four of the depressions (identified as Numbers 16, 17, 18 and 20) will be filled to reach finished grades for the parking area. We also understand it is proposed to discharge the site detention pond into a closed depression (Number 21) on the site. It will be required to modify the existing Class V Injection Well Permit for Depression 21.

The area of the proposed community center has been graded and the ground surface is bare earth. The proposed parking area is covered in trees and dense vegetation. Rock outcrops are visible in the proposed parking area.

GEOTECHNICAL SERVICES

We propose to explore the site subsurface conditions by drilling 12 soil test borings within the proposed building area. Figure 1 shows the approximate proposed boring locations.

Figure 1 – Approximate Proposed Boring Locations



The borings in the building area will be drilled to refusal, which we have assumed will be encountered at an average depth of 25 feet below the ground surface. The maximum total soil test boring footage for the project is estimated as 300 linear feet.

Standard Penetration Tests (SPT) will be performed at 2½ foot intervals in the upper 10 feet and then at 5 foot intervals to auger refusal depths. Relatively undisturbed (Shelby tube) samples may be obtained from intervals of cohesive soils within the building area. Rock coring, to explore auger refusal materials, is not included in our scope of services. The borings will be backfilled with soil cuttings prior to leaving the site.

The soil samples will be returned to our laboratory where they will be reviewed by a member of our professional staff to visually classify the soils and to select representative samples for testing. Laboratory testing of selected soil samples may include moisture content determinations, Atterberg limits testing and unconfined compressive strength testing.

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

- The laboratory test results.
- Figures showing the site location and approximate boring locations.
- The graphical boring logs showing vertical sections, including the boring number and the visual-manual soil classification according to the Unified Soil Classification System identified with the appropriate letter symbol for each soil type.
- A description of the existing site surface conditions and summary of the subsurface conditions encountered in the borings.
- The soil nature and origin, including changes resulting from man's activities and stream erosion/deposition.
- Recommendations for soil related construction including site preparation, fill construction, excavation slopes, and ground water control.
- Earthwork construction criteria, including the suitability of the site soils for reuse as fill, subgrade support conditions, stabilization recommendations, and fill compaction criteria.
- Unsatisfactory soil conditions and recommended remedial measures.
- A discussion of anticipated difficult excavation conditions.
- Recommendations for the design and construction of shallow foundations, including: allowable bearing capacity, recommended bearing elevation, foundation design criteria, and estimated settlements.
- Recommendations for the design and construction of concrete slabs-on-grade, including subgrade modulus and subgrade material.
- Recommended lateral earth pressures for the design of below grade walls.
- Recommended seismic design parameters including: 1) site class definition based on the SPT data; 2) spectral accelerations for short periods, 0.2 seconds, SS and for 1-second periods, S1; and 3) the five-percent damped design spectral response acceleration at short periods, SDS, and at 1 second periods, SD1.
- A discussion of construction and/or soil improvement alternatives to reduce the risk of sinkhole development.
- Recommendations for filling of the closed depressions within the parking area.
- Recommended pavement thicknesses for both flexible and rigid pavements, based upon assumed traffic loading information.

ENVIRONMENTAL SERVICES

We understand that it is proposed in use closed depression Number 21 for the discharge of waters from the detention pond. We have reviewed the provided Class V Injection Well Permit for Depression 21 which allows for filling of the feature. It will be necessary to modify the existing permit to allow for the proposed new purpose. We propose to work with the Tennessee Department of Environment and Conservation (TDEC) to obtain a modified Class V Injection Well Permit for the proposed new purpose.

FEES

Geotechnical Services

Based on the scope of services provided above, we can perform the geotechnical exploration for the lump sum fee of **\$7,000**. Should conditions be encountered such that additional services appear to be in the best interest of the project, we would contact you with our recommendations prior to proceeding with services beyond the scope of this proposal.

Environmental Services

The fee for obtaining the modified Class V Injection Well Permit will be **\$2,000** plus the TDEC application fee of **\$750**. Should additional fees be required, we would contact you to discuss the modified scope and fee prior to performing the additional services.

SCHEDULE

Based on our current schedule, we are prepared to initiate our geotechnical services upon receipt of your written authorization to proceed. Per Tennessee law, a three-day utility clearance period is required before any excavation or drilling can begin. The Tennessee 811 service will provide location of public utilities; private utility location will be the responsibility of the owner. We anticipate that the field exploration will be completed in three working days. Verbal preliminary information can be provided at the completion of the field work, if requested. The subsurface report will be submitted approximately 15 working days after completion of the field exploration.

The time required for obtaining the modified Class V Injection Well Permit will somewhat depend upon TDEC response time. Based on our previous experience with similar services, we recommend an allowance of 30 to 40 calendar days to obtain the modified permit.

SCHEDULE

GEOServices Agreement for Services is attached and is incorporated as a part of this proposal. Our Agreement for Services is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing and returning one copy to our office. A facsimile transmittal of the signature page of the contract will be considered suitable written authorization. However, GEOServices will issue the final report only after the receipt of a signed copy of this contract. If this proposal is transmitted to you via email, and/or if you chose to accept this proposal by email, your reply email acceptance will serve as your representation to GEOServices that you have reviewed the proposal and the associated Agreement for Services and hereby accept both as written.

CLOSING

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

Sincerely,
GEOServices, LLC



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



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

Attachments: Agreement for Services Form

AGREEMENT FOR SERVICES

Date: October 28, 2019

GEOServices, LLC
(hereafter Consultant)

Client Name: City of Morristown
(hereafter Client)

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

Address: 100 W. 1st North Street
City: Morristown

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

State: TN Zip: 37814
Telephone:

Email: **rkingery@geoservicesllc.com**

Fax:
Email: **jbarnard@mymorristown.com**

PROJECT INFORMATION

Project Name: Morristown Community Center

Project Location: Morristown, Tennessee

SERVICES TO BE RENDERED

Proposal Number: 11-19566R1 Dated: October 28, 2019 is incorporated into this Agreement For Services. This Agreement For Services is incorporated into the above Proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. TERMINATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CLIENT: City of Morristown

CONSULTANT: GEOServices, LLC

BY: _____
(Signature)

BY: _____
(Signature)



(Print Name / Title)

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

DATE: _____

DATE: October 28, 2019

PROPOSAL NUMBER: 11-19566R1

Faxed signature to be treated as original signature



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585 4622 Fax: (423) 585 4687

Purchase Order

Fiscal Year 2020

Page 1

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

Purchase Order # **20001144-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

**V
e
n
d
o
r**

TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

**S
h
i
p
T
o**

City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	20001299	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/19	006927				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	ORIGINAL		1.00 EACH	26608.00000	26,608.00
002	2020 DODGE DURANGO SXT AWD - DETECTIVE PACKAGE 42130-971		26,608.00	1.00 EACH	199.00
003	3RD KEYFOB 42130-971		199.00	1.00 EACH	724.39
004	INTERIOR BAR 42130-971		724.39	1.00 EACH	517.07
005	HH SIREN (HAND HELD) 42130-971		517.07	1.00 EACH	221.95
006	SPEAKER 42130-971		221.95	1.00 EACH	546.34
007	ULTRALIGHT 8HD STICK RRRRBBBB 42130-971		546.34	1.00 EACH	157.32
	STINGER FLASHLIGHT				

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

Authorized Signature

Date

[Return to Agenda](#)

VENDOR COPY

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 2

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

Purchase Order # **20001144-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
e
n
d
o
r

TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

S
h
i
p
T
o

City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number		Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911		20001299	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location	
11/01/19	006927				41610	
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price	
008	42130-971		157.32	1.00	12.32000	
				EACH	12.32	
	SHORT ANTENNA ONLY					
009	42130-971		12.32	1.00	45.41000	
				EACH	45.41	
	COAX					
010	42130-971		45.41	1.00	1697.52000	
				EACH	1,697.52	
	12 MPOWER DUAL R/B					
011	42130-971		1,697.52	1.00	117.04000	
				EACH	117.04	
	8 MPOWER BRACKETS					
012	42130-971		117.04	1.00	42.68000	
				EACH	42.68	
	TAIL LIGHT FLASHER					
013	42130-971		42.68	1.00	26.83000	
				EACH	26.83	
	SOU PNFLBSPLT1					
014	42130-971		26.83	1.00	60.98000	
				EACH	60.98	
	RADIO POWER CABLE					
015	42130-971		60.98	1.00	16.67000	
					16.67	

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

Authorized Signature

Date

[Return to Agenda](#)

VENDOR COPY

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585 4622 Fax: (423) 585 4687

Purchase Order

Fiscal Year 2020

Page 3

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

Purchase Order # **20001144-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
e
n
d
o
r

TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

S
h
i
p
T
o

City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number 877-349-9378 ext 00		Vendor Fax Number 865-684-4911		Requisition Number 20001299		Delivery Reference/Contact ASHLEY AHL			
Date Ordered 11/01/19		Vendor Number 006927		Date Required		Interoffice Delivery		Department/Location 41610	
Item#	Description/Part No.				Qty/Unit	Cost Each		Extended Price	
					EACH				
	MASTER DISCONNECTOR								
	42130-971				16.67				
016					1.00	60.98000		60.98	
					EACH				
	FUSE/WIRING/ETC								
	42130-971				60.98				
017					1.00	1500.00000		1,500.00	
					EACH				
	EQUIPMENT INSTALLATION								
	42130-971				1,500.00				
						PO Total		32,554.50	

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

Authorized Signature

Date

[Return to Agenda](#)

VENDOR COPY

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 1

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

Purchase Order # **20001145-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
e
n
d
o
r

TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

S
h
i
p
T
o

City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	20001300	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/19	006927				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	ORIGINAL		1.00 EACH	25474.00000	25,474.00
002	2020 1500 CLASSIC ST CREW CAB 4X4 - DETECTIVE 42130-971		25,474.00	1.00 EACH	195.00
003	UCONNECT 3.0 (BLUETOOTH) 42130-971		195.00	1.00 EACH	190.00
004	REMOTE KEYLESS ENTRY 42130-971		190.00	1.00 EACH	199.00
005	3RD KEYFOB 42130-971		199.00	1.00 EACH	695.00
006	SIDE STEPS 42130-971		695.00	1.00 EACH	0.00
007	HITCH, WIRING HARNESS, BEDLINER (INCLUDED AS STANDARD WITH TRUCK) 42130-971		.00	1.00 EACH	1,295.00

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

Authorized Signature

Date

[Return to Agenda](#)

VENDOR COPY

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 2

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

Purchase
Order #

20001145-00

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
e
n
d
o
r

TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

S
h
i
p
T
o

City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	20001300	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/19	006927				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
008	CARGO MANAGEMENT SYSTEM 42130-971		1,295.00 1.00 EACH	195.00000	195.00
009	REAR WINDOW DEFROSTER 42130-971		195.00 1.00 EACH	724.39000	724.39
010	INTERIOR LIGHT BAR ON PASSENGER SIDW 42130-971		724.39 1.00 EACH	517.07000	517.07
011	HH SIREN (HAND HELD) 42130-971		517.07 1.00 EACH	221.95000	221.95
012	SPEAKER 42130-971		221.95 1.00 EACH	546.34000	546.34
013	ULTRALITE 8HD STICK 42130-971		546.34 1.00 EACH	157.32000	157.32
014	STINGER FLASHLIGHT 42130-971		157.32 1.00 EACH	12.32000	12.32
	SHORT ANTENNA				

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

Authorized Signature

Date

[Return to Agenda](#)

VENDOR COPY

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 3

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

Purchase Order # **20001145-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
e
n
d
o
r

TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

S
h
i
p
T
o

City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	20001300	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/19	006927				41610
Item#	Description/Part No.	Qty/Unit	Cost Each	Extended Price	
015	42130-971	12.32	1.00	45.41000	
			EACH	45.41	
	COAX				
016	42130-971	45.41	1.00	1697.52000	
			EACH	1,697.52	
	12 MPOWER DUAL R/B				
017	42130-971	1,697.52	1.00	117.04000	
			EACH	117.04	
	8 MPOWER BRACKETS				
018	42130-971	117.04	1.00	42.68000	
			EACH	42.68	
	TAIL LIGHT FLASHER				
019	42130-971	42.68	1.00	26.83000	
			EACH	26.83	
	SOU PNFLBSPLT1				
020	42130-971	26.83	1.00	60.98000	
			EACH	60.98	
	RADIO POWER CABLE				
021	42130-971	60.98	1.00	16.67000	
			EACH	16.67	
	MASTER DISCONNECTOR				
022	42130-971	16.67	1.00	60.98000	
				60.98	

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

Authorized Signature

Date

[Return to Agenda](#)

VENDOR COPY

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 4

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

Purchase Order # **20001145-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
e
n
d
o
r

TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

S
h
i
p
T
o

City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number 877-349-9378 ext 00		Vendor Fax Number 865-684-4911		Requisition Number 20001300		Delivery Reference/Contact ASHLEY AHL			
Date Ordered 11/01/19		Vendor Number 006927		Date Required		Interoffice Delivery		Department/Location 41610	
Item#	Description/Part No.				Qty/Unit	Cost Each		Extended Price	
023	FUSE/WIRING/ETC				EACH				
	42130-971				60.98				
					1.00	1500.00000		1,500.00	
					EACH				
	EQUIPMENT INSTALLATION								
	42130-971				1,500.00				
						PO Total		33,990.50	

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

Authorized Signature

Date

[Return to Agenda](#)

VENDOR COPY

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 1

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

Purchase Order # **20001146-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
e
n
d
o
r

TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

S
h
i
p
T
o

City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	20001301	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/19	006927				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	ORIGINAL		1.00 EACH	29422.00000	29,422.00
002	2020 TRADESMAN 2500 CREW CAB 4X4 42117-971		29,422.00	1.00 EACH	565.00000 565.00
003	SPRAY IN BEDLINER 42117-971		565.00	1.00 EACH	295.00000 295.00
004	TRAILER BRAKE CONTROL 42117-971		295.00	1.00 EACH	0.00000 0.00
005	HITCH, WIRING HARNESS, BLUETOOTH, KEYLESS ENTRY, & BACKUP CAMERA (STANDARD WITH TRUCK) 42117-971		.00	1.00 EACH	445.00000 445.00
006	SIDE STEPS 42117-971		445.00	1.00 EACH	199.00000 199.00
007	3RD KEYFOB 42117-971		199.00	1.00 EACH	0.00000 0.00

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

Authorized Signature

Date

[Return to Agenda](#)

VENDOR COPY

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4607

Purchase Order

Fiscal Year 2020

Page 2

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

Purchase Order # **20001146-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
e
n
d
o
r

TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

S
h
i
p
T
o

City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	20001301	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/19	006927				41610
Item#	Description/Part No.	Qty/Unit	Cost Each	Extended Price	
008	MORRISTOWN GRAPHICS PACKAGE TO SAY "LITTER CREW" (NO ADDITIONAL CHARGE) 42117-971	.00			
		1.00 EACH	7052.00000	7,052.00	
009	LIGHTING PACKAGE 42117-971	7,052.00			
		1.00 EACH	0.00000	0.00	
010	EQUIPMENT INSTALLATION/LABOR (PRICE IS INCLUDED IN THE LIGHTING PACKAGE PER RUSSELL MOLES) 42117-971	.00			
		1.00 EACH	3611.11000	3,611.11	
011	CAMPER TOP W/ FRONT, REAR GLASS AND SOLID FLIP UP SIDES 42117-971	3,611.11			
		1.00 EACH	764.71000	764.71	
012	FRONT & REAR INCIDENT CAMERA 42117-971	764.71			
		1.00 EACH	0.00000	0.00	
	HAVIS EQUIPMENT FOR MDT (INCLUDED IN PRICE) 42117-971	.00			
			PO Total	42,353.82	

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

Authorized Signature

Date

[Return to Agenda](#)

VENDOR COPY

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 1

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

Purchase Order # **20001147-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
e
n
d
o
r

TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

S
h
i
p
T
o

City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	20001302	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/19	006927				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	ORIGINAL		1.00 EACH	28143.00000	28,143.00
002	2020 DODGE DURANGO - PATROL 42120-971		28,143.00	1.00 EACH	565.00
003	REAR VINYL SEAT 42120-971		565.00	1.00 EACH	650.00
004	FRONT/SECOND ROW VINYL FRONT & REAR FLOOR COVERING 42120-971		650.00	1.00 EACH	365.00
005	DRIVER SIDE 6" SPOT LAMP 42120-971		365.00	1.00 EACH	724.39
006	INTERIOR LIGHT BAR 42120-971		724.39	1.00 EACH	517.07
007	HH SIREN 42120-971		517.07	1.00 EACH	221.95
	SPEAKER				

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

Authorized Signature

Date

[Return to Agenda](#)

VENDOR COPY

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 2

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

Purchase Order # **20001147-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
e
n
d
o
r

TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

S
h
i
p
T
o

City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number 877-349-9378 ext 00		Vendor Fax Number 865-684-4911		Requisition Number 20001302		Delivery Reference/Contact ASHLEY AHL			
Date Ordered 11/01/19		Vendor Number 006927		Date Required		Interoffice Delivery		Department/Location 41610	
Item#	Description/Part No.				Qty/Unit	Cost Each		Extended Price	
008	42120-971				221.95				
					1.00	546.34000		546.34	
					EACH				
	ULTRALITE 8HD STICK								
009	42120-971				546.34				
					1.00	289.02000		289.02	
					EACH				
	HV PKG-PSM-145 COMP. PKG								
010	42120-971				289.02				
					1.00	270.73000		270.73	
					EACH				
	UNIVERSAL RUGGED CRADLE FOR AP								
011	42120-971				270.73				
					1.00	57.32000		57.32	
					EACH				
	GPS RECEIVER								
012	42120-971				57.32				
					1.00	157.32000		157.32	
					EACH				
	STINGER FLASHLIGHT								
013	42120-971				157.32				
					1.00	12.32000		12.32	
					EACH				
	SHORT ANTENNA								
014	42120-971				12.32				
					1.00	45.41000		45.41	
					EACH				
	COAX								
015	42120-971				45.41				
					1.00	1697.52000		1,697.52	

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

Authorized Signature

Date

[Return to Agenda](#)

VENDOR COPY

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 3

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

Purchase Order # **20001147-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
e
n
d
o
r

TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

S
h
i
p
T
o

City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	20001302	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/19	006927				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
			EACH		
016	12 MPOWER DUAL R/B 42120-971		1,697.52	1.00 EACH	117.04000 117.04
017	8 MPWER BRACKETS 42120-971		117.04	1.00 EACH	42.68000 42.68
018	CHARGER LED FLASHERS 42120-971		42.68	1.00 EACH	26.83000 26.83
019	SOU PNFLBSPLT1 42120-971		26.83	1.00 EACH	60.98000 60.98
020	RADIO POWER CABLE 42120-971		60.98	1.00 EACH	0.00000 0.00
021	MASTER DISCONNECTOR (INCLUDED) 42120-971		.00	1.00 EACH	60.98000 60.98
022	FUSE/WIRING/ETC 42120-971		60.98	1.00 EACH	599.00000 599.00
	GRAPHICS PACKAGED TO MATCH FLEET				

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

Authorized Signature

Date

[Return to Agenda](#)

VENDOR COPY

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 4

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

Purchase Order # **20001147-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
e
n
d
o
r

TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

S
h
i
p
T
o

City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number 877-349-9378 ext 00		Vendor Fax Number 865-684-4911	Requisition Number 20001302	Delivery Reference/Contact ASHLEY AHL	
Date Ordered 11/01/19	Vendor Number 006927	Date Required	Interoffice Delivery		Department/Location 41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
023	42120-971		599.00		
			1.00 EACH	1500.00000	1,500.00
	EQUIPMENT INSTALLATION				
024	42120-971		1,500.00		
			1.00 EACH	1967.90000	1,967.90
	NEW DUAL CAMERA SYSTEM				
025	42120-971		1,967.90		
			1.00 EACH	1495.00000	1,495.00
	MPH DUAL RADAR				
026	42120-971		1,495.00		
			1.00 EACH	700.00000	700.00
	RUNNING BOARDS				
	42120-971		700.00		
				PO Total	40,832.80

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

Authorized Signature

Date

[Return to Agenda](#)

VENDOR COPY

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 1

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

Purchase Order # **20001148-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
e
n
d
o
r

TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

S
h
i
p
T
o

City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	20001306	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/19	006927				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	ORIGINAL		1.00 EACH	28143.00000	28,143.00
002	2020 DODGE DURANGO - SUPPORT SERVICES 42115-971		28,143.00	1.00 EACH	565.00
003	REAR VINYL SEAT 42115-971		565.00	1.00 EACH	650.00
004	FRONT/SECOND ROW VINYL FRONT & REAR FLOOR COVERING 42115-971		650.00	1.00 EACH	365.00
005	DRIVER SIDE 6" SPOT LAMP 42115-971		365.00	1.00 EACH	724.39
006	INTERIOR LIGHT BAR 42115-971		724.39	1.00 EACH	517.07
007	HH SIREN 42115-971		517.07	1.00 EACH	221.95

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

Authorized Signature

Date

[Return to Agenda](#)

VENDOR COPY

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 2

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

Purchase Order # **20001148-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
e
n
d
o
r

TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

S
h
i
p
T
o

City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	20001306	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/19	006927				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
008	SPEAKER 42115-971		221.95	1.00 EACH	546.34000
009	ULTRALITE 8HD STICK 42115-971		546.34	1.00 EACH	289.02000
010	HV PKG-PSM-145 COMP. PKG 42115-971		289.02	1.00 EACH	270.73000
011	UNIVERSAL RUGGED CRADLE FOR AP 42115-971		270.73	1.00 EACH	57.32000
012	GPS RECEIVER 42115-971		57.32	1.00 EACH	157.32000
013	STINGER FLASHLIGHT 42115-971		157.32	1.00 EACH	12.32000
014	SHORT ANTENNA 42115-971		12.32	1.00 EACH	45.41000
	COAX				

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

Authorized Signature

Date

[Return to Agenda](#)

VENDOR COPY

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 3

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

Purchase Order # **20001148-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
e
n
d
o
r

TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

S
h
i
p
T
o

City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	20001306	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/19	006927				41610
Item#	Description/Part No.	Qty/Unit	Cost Each	Extended Price	
015	42115-971	45.41			
		1.00	1697.52000	1,697.52	
		EACH			
	12 MPOWER DUAL R/B				
016	42115-971	1,697.52			
		1.00	117.04000	117.04	
		EACH			
	8 MPWER BRACKETS				
017	42115-971	117.04			
		1.00	42.68000	42.68	
		EACH			
	CHARGER LED FLASHERS				
018	42115-971	42.68			
		1.00	26.83000	26.83	
		EACH			
	SOU PNFLBSPLT1				
019	42115-971	26.83			
		1.00	60.98000	60.98	
		EACH			
	RADIO POWER CABLE				
020	42115-971	60.98			
		1.00	0.00000	0.00	
		EACH			
	MASTER DISCONNECTOR (INCLUDED)				
021	42115-971	.00			
		1.00	60.98000	60.98	
		EACH			
	FUSE/WIRING/ETC				
022	42115-971	60.98			
		1.00	599.00000	599.00	

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

Authorized Signature

Date

[Return to Agenda](#)

VENDOR COPY

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 4

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

Purchase Order # **20001148-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
e
n
d
o
r

TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

S
h
i
p
T
o

City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	20001306	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/19	006927				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
023	GRAPHICS PACKAGED TO MATCH FLEET		EACH		
	42115-971	599.00	1.00	1500.00000	1,500.00
024	EQUIPMENT INSTALLATION		EACH		
	42115-971	1,500.00	1.00	1967.90000	1,967.90
025	NEW DUAL CAMERA SYSTEM		EACH		
	42115-971	1,967.90	1.00	1495.00000	1,495.00
026	MPH DUAL RADAR		EACH		
	42115-971	1,495.00	1.00	700.00000	700.00
	RUNNING BOARDS				
	42115-971	700.00			
				PO Total	40,832.80

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

Authorized Signature

Date

[Return to Agenda](#)

VENDOR COPY

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 1

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

Purchase Order # **20001149-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
e
n
d
o
r

TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

S
h
i
p
T
o

City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	20001307	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/19	006927				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	ORIGINAL		6.00	22192.00000	133,152.00
			EACH		
002	2020 DODGE CHARGER - PATROL				
	42120-971	133,152.00	6.00	120.00000	720.00
			EACH		
003	CLOTH BUCKET SEATS W/ VINYL REAR				
	BLACK		6.00	75.00000	450.00
	42120-971	720.00	EACH		
004	READING/MAP LAMPS				
	42120-971	450.00	6.00	75.00000	450.00
			EACH		
005	DEACTIVATE REAR DOORS/WINDOWS				
	42120-971	450.00	6.00	210.00000	1,260.00
			EACH		
006	BLACK LEFT SPOT LAMP				
	42120-971	1,260.00	6.00	150.00000	900.00
			EACH		
007	3RD KEYFOB				
	42120-971	900.00	6.00	1005.88000	6,035.28
			EACH		
	AMBERS IN REAR				

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

Authorized Signature

Date

[Return to Agenda](#)

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 2

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

Purchase Order # **20001149-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
e
n
d
o
r

TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

S
h
i
p
T
o

City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number		Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911		20001307	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location	
11/01/19	006927				41610	
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price	
008	42120-971		6,035.28			
			6.00	375.29000	2,251.74	
			EACH			
	SIREN W/LIGHT CONTROL					
009	42120-971		2,251.74			
			6.00	147.06000	882.36	
			EACH			
	SIREN SPEAKER BLACK PLASTIC					
010	42120-971		882.36			
			6.00	23.53000	141.18	
			EACH			
	SIREN SPEAKER BRACKET					
011	42120-971		141.18			
			6.00	17.65000	105.90	
			EACH			
	MASTER DISCONNECTOR					
012	42120-971		105.90			
			6.00	365.00000	2,190.00	
			EACH			
	HAVIS CHARGER CONSOLE					
013	42120-971		2,190.00			
			6.00	108.24000	649.44	
			EACH			
	HAVIS 6" INTERIOR LOCK BOX FOR CONSOLE					
014	42120-971		649.44			
			6.00	37.82000	226.92	
			EACH			
	HAVIS INTERNAL DUAL CUPHOLDER					

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

Authorized Signature

Date

[Return to Agenda](#)

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 3

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

Purchase Order # **20001149-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
e
n
d
o
r

TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

S
h
i
p
T
o

City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	20001307	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/19	006927				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
015	42120-971		226.92		
			6.00 EACH	70.59000	423.54
016	HAVIS TOP MOUNT ARM REST 42120-971		423.54		
			6.00 EACH	107.06000	642.36
017	HAVIS 8.5 HEAVY DUTY TELECOPING POLE 42120-971		642.36		
			6.00 EACH	36.47000	218.82
018	HAVIS HD FIXED TOP OFFSET PLATE 42120-971		218.82		
			6.00 EACH	68.41000	410.46
019	HAVIS TILT SWIVEL PLATFORM ADAPTER 42120-971		410.46		
			6.00 EACH	260.00000	1,560.00
020	HAVIS UNIVERSAL CABLE 42120-971		1,560.00		
			6.00 EACH	55.29000	331.74
021	GPS RECEIVER 42120-971		331.74		
			6.00 EACH	45.88000	275.28
022	POWER UNIT 42120-971		275.28		
			6.00	185.56000	1,113.36

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

Authorized Signature

Date

[Return to Agenda](#)

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 4

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

Purchase Order # **20001149-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
e
n
d
o
r

TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

S
h
i
p
T
o

City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	20001307	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/19	006927				41610
Item#	Description/Part No.	Qty/Unit	Cost Each	Extended Price	
		EACH			
	SETINA WINDOW BARRIERS				
023	42120-971	1,113.36	6.00	728.24000	4,369.44
			EACH		
	SETINA 10XL SCREEN				
024	42120-971	4,369.44	6.00	151.76000	910.56
			EACH		
	LED ULTRA STINGER FLASHLIGHT				
025	42120-971	910.56	6.00	608.82000	3,652.92
			EACH		
	GUN RACK - SINGLE WEAPON PARTITION				
	MOUNTED VERTICAL JOTTO RACK				
026	42120-971	3,652.92	6.00	478.95000	2,873.70
			EACH		
	KENWOOD RADIO				
027	42120-971	2,873.70	6.00	9.41000	56.46
			EACH		
	SHORT ANTENNA				
028	42120-971	56.46	6.00	25.88000	155.28
			EACH		
	COAX CONNECTOR MT				
029	42120-971	155.28	6.00	9.41000	56.46
			EACH		

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

Authorized Signature

Date

[Return to Agenda](#)

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 5

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

Purchase Order # **20001149-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
e
n
d
o
r

TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

S
h
i
p
T
o

City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
877-349-9378 ext 00		865-684-4911	20001307	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
11/01/19	006927				41610
Item#	Description/Part No.	Qty/Unit	Cost Each	Extended Price	
030	MINI-UHF SCRFEW ON ADAPTOR 42120-971	56.46	6.00 EACH	400.00000	2,400.00
031	(4) WIDE ANGLE RED/BLUE ION GRILL 42120-971	2,400.00	6.00 EACH	264.71000	1,588.26
032	HL FLASHER 42120-971	1,588.26	6.00 EACH	269.41000	1,616.46
033	FLASHER PL 42120-971	1,616.46	6.00 EACH	195.29000	1,171.74
034	TRUNK EQUIPMENT MOUNT 42120-971	1,171.74	6.00 EACH	704.71000	4,228.26
035	GRAPHICS INSTALLED 42120-971	4,228.26	6.00 EACH	58.82000	352.92
036	FUSE/WIRING/ETC SHOP SUPPLIES 42120-971	352.92	6.00 EACH	1820.00000	10,920.00
	INSTALLATION LABOR				

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

Authorized Signature

Date

[Return to Agenda](#)

Authorized Signature

Date



CITY OF MORRISTOWN
PURCHASING DIRECTOR

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2020

Page 6

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

Purchase Order # **20001149-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

V
e
n
d
o
r

TT OF COLUMBIA
106 S. JAMES CAMPBELL BLVD

COLUMBIA, TN 38401

S
h
i
p
T
o

City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN 37813

Vendor Phone Number 877-349-9378 ext 00		Vendor Fax Number 865-684-4911	Requisition Number 20001307		Delivery Reference/Contact ASHLEY AHL	
Date Ordered 11/01/19	Vendor Number 006927	Date Required	Interoffice Delivery		Department/Location 41610	
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price	
037	42120-971		10,920.00	6.00 EACH	1967.90000	11,807.40
	DUAL CAMERA SYSTEM					
038	42120-971		11,807.40	6.00 EACH	1495.00000	8,970.00
	MPH DUAL RADAR					
	42120-971		8,970.00			
				PO Total		209,520.24

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

Authorized Signature

Date

[Return to Agenda](#)

Authorized Signature

Date



Mr. Joey Barnard, CGFM, CFE, MBA
Assistant City Administrator
City of Morristown
100 West First North Street
Morristown, TN 37814

Dear Mr. Barnard:

Lose Design has prepared Change Order Number 1 for Phase 1 of the Heritage Park. This change order documents both the credits and additions that were required to complete the project. The change order provides an itemized breakdown of both the credits and additions. These items have been reviewed with Claude Smith, who oversaw the project as the city's project manager. The change order reduces the overall contract amount from \$1,518,900.00 to \$1,476,741.30 which is a net savings of \$42,158.70.

It is the recommendation of Lose Design, that City Council approve the change order. Following approval of the change order the project can be closed out and final payments to the contractor can be made. Please let me know if there are any questions.

Sincerely

Chris Camp, PLA, ASLA
President



AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> 16137-2_Morristown_Heritage_Phase I	CONTRACT INFORMATION: Contract For: General Construction Date: 08-17-2018	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 10-31-2019
OWNER: <i>(Name and address)</i> City of Morristown 100 West First North Street Morristown, TN 37814	ARCHITECT: <i>(Name and address)</i> Lose Design 9724 Kingston Fike, Ste 1404 Knoxville, TN 37922	CONTRACTOR: <i>(Name and address)</i> Andrews & Hoskins Construction Inc. P.O. Box 298 Talbott, TN 37877

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Project Additions and Change

1. Resurvey elevations and location of restroom building \$300.00
 2. Resurvey upper loop to miss irrigation \$1,000.00
 3. Install seven tactile warning strips \$1,271.90
 4. Steam tunnel repairs \$2,467.50
 5. Steam tunnel engineering costs \$3,059.00
 6. Additional earthwork for relocation of restroom building \$5,220.00
 7. Cost for plumber to connect restroom building \$5,764.00
 8. Additional three sidewalk drains and associated concrete work \$2,392.19
 9. Rework manhole and backflow preventer \$977.50
 10. Form and place 60' of concrete curb and concrete ramp at middle level parking lot \$2,948.00
 11. Colonade Relocation- three additional days \$5,428.00
 12. Contractor overhead 10% \$3,132.81
 13. Contractor profit 5% \$1,566.40
- Total additions \$36,027.30

Project Credits

1. Cherry trees not installed (\$2,100.00)
 2. Water meter not installed (\$2,500.00)
 3. Office trailer not provided (\$1,674.00)
 4. Colonade stair changes (\$6,995.00)
 5. Finished paving not installed (\$64,917.00)
- Total credits (\$78,186.00)

Net Change (\$42,158.70)

The original Contract Sum was	\$	1,518,900.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	1,518,900.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	42,158.70
The new Contract Sum including this Change Order will be	\$	1,476,741.30
The Contract Time will be increased by Zero (0) days.		
The new date of Substantial Completion will be		

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Losc Design
ARCHITECT (Firm name)
SIGNATURE
Richard Calise, Project Manager
PRINTED NAME AND TITLE
10/31/2019
DATE

Andrews & Hoskins Construction Inc
CONTRACTOR (Firm name)
SIGNATURE
Leslie A Hoskins, President
PRINTED NAME AND TITLE
10/31/2019
DATE

City of Morristown
OWNER (Firm name)
SIGNATURE
PRINTED NAME AND TITLE
DATE

October 28, 2019

City of Morristown
100 West 1st North Street
Attn: Joey Barnard
Morristown, TN 37814

Re: **Responsive Bidder Recommendation for:**
Roof Replacement for Morristown Fire Stations #2, #5, #6 and City Hall
DIA Project Number: 18133 File: J05

Dear Mr. Barnard,

After review of the (6) six bids received for the above-mentioned project, we recommend that a contract be initiated with the most responsive, apparent low bidder, Morristown Roofing, Inc.

We recommend approval and acceptance of the Base Bid amount of Five Hundred Seventy-Two Thousand Eight Hundred and Twenty-One Dollars and No Cents (\$572,821.00). No alternates were solicited in this bid.

We have also reviewed the Unit Prices included with the submitted bid by Morristown Roofing, Inc. The Unit Prices are comparable to the unit prices submitted by other bidders. In DIA's professional opinion, the submitted Unit Prices are fair and equitable.

I have been in contact with Jerry Horner of Morristown Roofing, Inc and asked him to review the submitted pricing and to confirm that they are comfortable with their submitted bid. He has responded that Morristown Roofing, Inc. has reviewed the submitted bid and is comfortable with the amounts offered in the bid.

Quality RRC, Inc. of Mt. Juliet, TN submitted a lower bid, but listed Flores Construction, license number listed as 50852, as a subcontractor. I called Quality RRC, Inc. and discussed with Jason Cowan on 10/25/19. He indicated that Flores Construction would be doing roofing work in the amount of approximately \$50,000.

From T.C.A. § 62-6-102(4)(A)(ii)

(ii) "Contractor" includes, but is not limited to, a prime contractor, electrical contractor, electrical subcontractor, mechanical contractor, mechanical subcontractor, plumbing contractor and plumbing subcontractor, masonry contractor, and roofing subcontractor where the total cost of the roofing portion of the construction project is twenty-five thousand dollars (\$25,000) or more;

Additionally, a search for license number 50852 on The Tennessee Department of Commerce and Insurance's License Search and Verification website (verify.tn.gov) does not list Flores Construction. I called the Department to double check, and I confirmed this number does not match Flores Construction.

Mr. Cowan later responded on 10/26/19 that he would be using Panda Roofing, license number 0470659, for approximately \$25,000 to \$50,000 worth of roofing work. This license number also did not appear on verify.tn.gov.

We therefore recommend initiating a contract with the next low bidder, Morristown Roofing, Inc.

(continued)

If you require any additional information, please contact us. Thank you.

Sincerely,
Design Innovation



Patrick Core
Project Architect

cc: Larry Clark, City of Morristown
Ashley Ahl, City of Morristown
Faris Eid, Design Innovation
Greg Campbell, Design Innovation
Rik Norris, Design Innovation
Scott Falvey, Design Innovation
Nada Kuchinic, Design Innovation

License Search and Verification

After you submit the search form, your results will appear below the form in this window (the form will remain for your reuse)...if you cannot see the results below, please scroll further down the search form.

Firm or Last Name

License #

First Name

Profession

Middle Name

City

State

Zip

Details	License #	Status	Expiry Date	Rank	Name	ATTN	Original Date
	21176	Active - Fully Licensed	Mar 31 2020	Contractor	MORRISTOWN ROOFING CO., INC., \		Mar 31 1993
					\\		

License Search and Verification

After you submit the search form, your results will appear below the form in this window (the form will remain for your reuse)...if you cannot see the results below, please scroll further down the search form.

[<< Click Here To Go Back To The Search Page](#)

License Details

License Status	Active - Fully Licensed
License #	21176
License ID	21176
Expiration Date	Mar 31 2020
Original Date	Mar 31 1993
Profession Code	1801
Profession Name	Contractor
First Name	\
Middle Name	\
Last Name	MORRISTOWN ROOFING CO., INC.
City	WHITESBURG
State	TN
Zip Code	37891-0097
Rank	Contractor
License Activity Description	Active - Fully Licensed

Classification and Limit

CLASS	BC-20
CLASS	BC-21
MONETARY LIMIT	UNLIMITED

[Return to Agenda](#)

License Search and Verification

After you submit the search form, your results will appear below the form in this window (the form will remain for your reuse)...if you cannot see the results below, please scroll further down the search form.

Firm or Last Name

License #

First Name

Profession

Middle Name

City

State

Zip

Details	License #	Status	Expiry Date	Rank	Name	ATTN	Original Date
	50852	Failed to Renew	Mar 31 2009	Contractor	WESLEY DARREN TRAGESSER, III	WESLEY TRAGESSER	Sep 30 2003

Proposer	Electric	Plumbing	HVAC	Geo	Masonry	Roofing	Crime	Addenda	Bid	Unit Prices	Drug Affi	Base Bid	Unit Prices			
													1	2	3	4
AAR			Renner				FALSE	Yes	Yes	Yes	No	\$ 631,490.00	3.5	9	30	3.5
ABG							FALSE	Yes	Yes	Yes	No	\$ 649,850.00	6	7	7.25	5.5
Allens																
Dixie																
E Cornell Malone																
Eskola							FALSE	Yes	Yes	Yes	No	\$ 599,267.00	2.5	9.75	75	7
FTM Contracting						Sparks Roofing	FALSE	Yes	Yes	Yes	No	\$ 822,402.00	1.8	7.2	90	12
Henley Roofing																
Morristown Roofing							FALSE	Yes	Yes	Yes	No	\$ 572,821.00	1.62	5	65	2.5
Quality RRC Inc						Flores	FALSE	Yes	Yes	Yes	No	\$ 556,382.00	7	8.25	50	1.6

Inspection and Maintenance Agreement

(I&M Agreement)

City of Morristown, TN

100 West 1st North Street

Morristown, TN 37814

(423) 581-0100

Inspection and Maintenance Agreement (I&M Agreement)

THIS AGREEMENT, made and entered into this 17th day of September, 2019, by and between D + A Properties LLC hereinafter called the "Landowner", and
(Insert Full Name of Owner)
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as Lot 3 of The Shops at Merchants Greene
Map 040 - Parcel 30.18
(Insert Hamblen County Tax & Parcel Number) as recorded by deed in the last land records of

Hamblen County, TN, Deed Book 1773 Page 666, hereafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Subdivision known as Fazoli's Morristown
(Name of Plan/Development)

hereafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, agree that the health, safety and welfare of the residents of the City of Morristown, Tennessee, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management/BMP facilities, as shown on the Plan, be constructed and adequately maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management/BMP facilities shall be constructed by the Landowner, its successors, and assigns, in accordance with the plans and specifications identified in the Plan and shall, upon construction completion, be certified as such by the Plan's Engineer of Record.
2. The Landowner, its successors, and assigns, shall adequately maintain the stormwater management/BMP facilities as outlined in the Plan and contained within the Landowner's property. This includes all pipes and channels built to convey stormwater to and from the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition, so that these facilities

are performing their design functions. Those maintenance procedures outlined in the Plan and the City's approved BMP guidelines shall be practiced at a minimum. Common maintenance shall include the removal of debris (leaves, lawn clippings, sticks, etc.) and trash after rainfall events, checking outlet structures for clogging and cleaning, as necessary, repairing erosive areas promptly upon observation, and removing accumulated sediment.

3. The Landowner, its successors, and assigns, shall inspect the stormwater management/BMP facility and report to the City Engineer if any major repairs (i.e. structural) are necessary. The purpose of the inspection and reporting is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc and shall be performed at such times and such manner as to accomplish these objectives.
4. The Landowner, its successors, and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans or in the City's BMP guidelines, the Landowner, its successors, and assigns, shall adhere to the schedule.
5. The Landowner, its successors, and assigns, hereby grant an easement to the City, its authorized agents, and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The purpose of inspection may be to check the facility for proper functioning, to follow-up on reported deficiencies or repairs, to respond to citizen complaints, and/or to check for any other reasons the City deems necessary. If problems are observed, the City shall provide the Landowner, its successors, and assigns, copies of the inspection findings and a directive to commence with the repairs within a specified timeframe.
6. In the event the Landowner, its successors, and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the City, the City may enter upon the Property and take the steps necessary to correct deficiencies identified in the inspection report. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner, outside of the easement, for the stormwater management/BMP facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
7. In the event the City, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors, and assigns, shall reimburse the City upon demand, within sixty (60) days of receipt thereof, for two hundred percent (200%) of all actual costs incurred by the City hereunder.
8. If the Landowner fails to pay the City for two hundred percent (200%) of their incurred expenses within sixty (60) days of receipt of written notice, the Landowner authorizes the City to place a lien against the property in an amount equal to two hundred percent (200%) of said expenses.
9. If the Landowner fails to reimburse the City, as described above, the Landowner further authorizes the City to collect said expenses from the Landowner through other appropriate legal action, with the Landowner to be liable for the reasonable costs of collection, court costs, and attorney fees.

10. This Agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.
11. This Agreement shall be recorded among the land records of Hamblen County, Tennessee, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interest.

WITNESS the following signatures and seals:

O+A Properties LLC
Company/Corporation/Partnership Name (Seal)

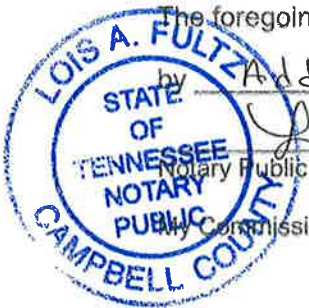
By: Addie Rice Mundy
Addie Rice Mundy
(Type Name)

LLC Member
(Type Title)

State of Tennessee

County of Campbell

The foregoing Agreement was acknowledged before me this 17th day of Sept, 2019,



by Addie Rice Mundy
Lois A. Fultz
Notary Public
My Commission Expires APRIL 10, 2022

Approved as to form:

Approved by the City:

City Attorney

Date

Mayor

Date

Morristown

P.O. Box 9 • 825 West First North St. • Morristown, TN 37815 • Ph. 423-586-6382

October 28, 2019

Mr. Tony Cox
City of Morristown
P. O. Box 1499
Morristown, TN 37816

Dear Tony:

At a called meeting of the Industrial Development Board of the City of Morristown on October 14, 2019, the Board reviewed a request from TN Mechanical & Industrial to purchase a parcel of land on Ontario Circle in the *Morristown Airport Industrial District*. This site is Lot 13D and consists of approximately 3 acres, but exact acreage will need to be determined.

The Industrial Development Board recommends the sale of this land at an agreed upon total purchase price of \$17,000.00.

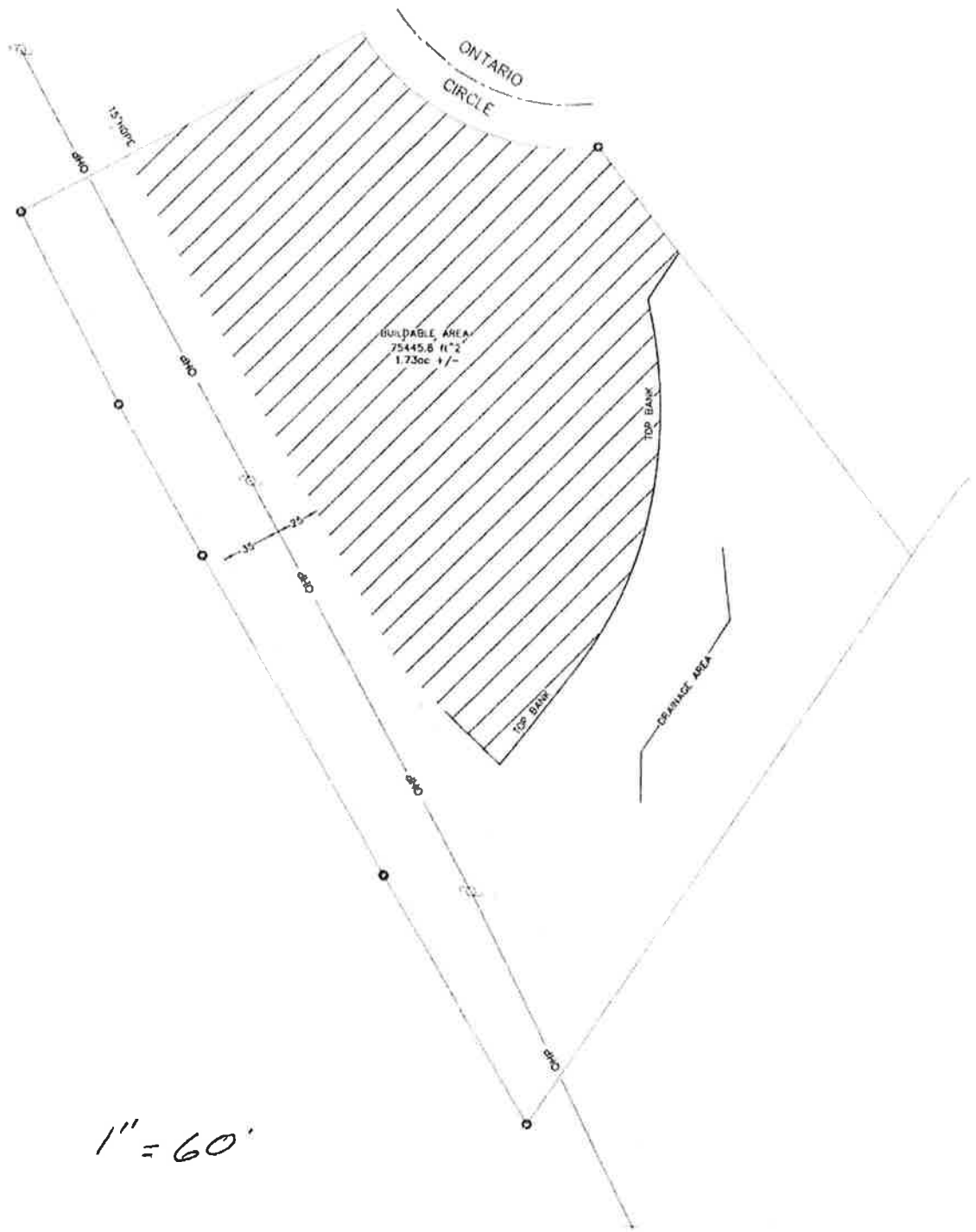
If you have any questions, please don't hesitate to call.

Sincerely,



Marshall Ramsey
Secretary

MR/jb



City of Morristown

Incorporated 1855

MORRISTOWN FIRE DEPARTMENT



Memorandum

To: Mayor and Council *BH*
From: Bill Honeycutt, Fire Chief
Date: October 30, 2019
RE: Promotions

I'm requesting the Mayor and Council's appointment of eligible candidates to fill vacant positions within the fire department during their City Council Meeting on November 5, 2019. This request results from the recent retirement of 26-year veteran, **Lt. Gene Barrett**.

Council's first appointment will be to the *Lieutenant* position; while a second appointment addresses the vacant position of *Driver* brought about by the preceding action. As a reminder, the requested appointments leave a vacancy at entry-level firefighter; our current plan is to work a firefighter position short until the January 2020 timeframe and address entry-level at that time.

For your review, a copy of the current Civil Service roster for *Lieutenant and Driver* will be included in your November 5th Council packet.

I'm prepared to make a recommendation at each position.

[Return to Agenda](#)

CIVIL SERVICE BOARD

P.O. Box 1499 • MORRISTOWN, TN 37816

FIRE DEPARTMENT ROSTER - LIEUTENANT

UPDATED ON APRIL 9, 2019 TO REFLECT TESTING, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Jonathan Benfield	1/31/2021
2	Mark Brewer	1/31/2021
3	Doyle Whitmill	1/31/2021
4	Nathan Atkins	1/31/2020
5	Doug Allison	1/31/2021
6	Brian Wallace	1/31/2021
7	Brandon Snyder	1/31/2021
8	Paul Bean	1/31/2020
9	David Smith	1/31/2021
10	Harold Shults	1/31/2020
11	Matthew Brooks	1/31/2021
12	Terry Click	1/31/2020

For the Civil Service Board



Lee Parker, Chairman

CIVIL SERVICE BOARD

P.O. Box 1499 • MORRISTOWN, TN 37816

FIRE DEPARTMENT ROSTER - DRIVER

UPDATED ON APRIL 9, 2019 TO REFLECT TESTING, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Jason Hill	1/31/2021
2	John Heatherly	1/31/2021
3	Steven Keller	1/31/2021
4	Sean West	1/31/2021
5	Jeramy Shope	1/31/2021
6	Michael Bowlin	1/31/2021
7	Brian Williams	1/31/2021
8	Brad Cooper	1/31/2021
9	Zachary Kilby	1/31/2021
10	Steven Cooper	1/31/2021

For the Civil Service Board


Lee Parker, Chairman