

FINANCE COMMITTEE - Cancelled

October 6, 2020

WORK SESSION

October 6, 2020

Pre-Meeting Work Session – Cancelled

AGENDA

CITY OF MORRISTOWN, TENNESSEE

CITY COUNCIL MEETING

October 6, 2020

5:00 p.m.

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. September 15, 2020

6. PROCLAMATIONS/PRESENTATIONS

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

8. OLD BUSINESS

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

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

a. Resolution 11-21

Being a Resolution of the City of Morristown, Tennessee adopting a Plan of Services for the annexation of properties located along the east side of Morelock Road in Morristown Tennessee.

2. Ordinance No. 3661

Entitled an Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown, Tennessee, Hamblen County Tax Parcel ID# 025 160.00, property located east of Morelock Road and north of John Hay Elementary School.

9. NEW BUSINESS

9-a. Resolutions

1. Resolution 12-21
Being a Resolution of the City of Morristown, Tennessee Specifying
Municipal Court Procedures.

9-b. Introduction and First Reading of Ordinances

9-c. Awarding of Bids/Contracts

1. Approval of recommendation of best and lowest bid for the Shuck Shelter Renovations at Frank Lorino Park and award to Andrew and Hoskins Construction for a base bid amount of \$27,700.
2. Approval of proposal from LDA Engineering to provide design services for the North Cumberland Street Improvements (Heritage Park) in the amount of \$17,500.
3. Acceptance of Change Order #1 to Bewley Excavating for the Multiple Drainage Improvements Project by increasing the amount by \$67,300.
4. Approval of the Hangar Ground Lease Agreement, as approved by the Morristown Regional Airport Commission, between the City of Morristown Regional Airport Commission and Southeast Industrial, LLC.
5. Approval of Contract with Michael Baker International for the Morristown Regional Airport Taxiway Design Project in an amount not to exceed 46,556.
6. Approval of Contract with Michael Baker International to conduct a Land Acquisition Study for the Morristown Regional Airport Taxiway Relocation Project in an amount not to exceed \$84,464 and to be fully funded with Federal Funds.
7. Approval to accept the best and lowest bid from Howard Technologies for Getac Notebook Computers for the Morristown Police Department.
8. Approval for repairs from BST Fire Apparatus to the Fire Department's Aerial Fire Truck #479 for an estimated cost of \$30,000.
9. Approval of purchase of Firefighting PPE - Self-Contained Breathing Apparatus Cylinders and Air-Paks via Sourcewell Cooperative Purchasing Agreement from Municipal Emergency Services for the Morristown Fire Department.
10. Approval for the Parks and Recreation Department to declare inventory items as surplus and sell via online auction website, GovDeals.

11. Approval for the Public Works Department to declare equipment as surplus and sell via online auction website, GovDeals.

12. Approval of Delinquent Tax Sale Properties.

9-d. Board/Commission Appointments

1. City Council appointment to the Morristown-Hamblen Library Board to fill the unexpired term of Terry Winstead: term expiring July 1, 2021

9-e. New Issues

1. Approval of Police Department Promotions.
2. Approval of 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:

October 20, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 20, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 3, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
November 3, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 17, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 17, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 26-27,	Thurs/Fri		City Employee's Holiday – Thanksgiving Holiday
December 1, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
December 1, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 1, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 15, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 15, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 25, 2020	Friday		City Employee's Holiday – Christmas Day

**WORK SESSION
Post-Meeting Work Session
October 6, 2020**

1. Animal Control – Hamblen County Mayor Bill Brittain

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
September 15, 2020**

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, September 15, 2020, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present: Al A'Hearn, , Bob Garrett, Tommy Pedigo and Ken Smith. Councilmembers Absent: Chris Bivens and Kay Senter.

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

Councilmember A'Hearn made a motion to approve the September 1, 2020 minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for citizens comments related to Agenda items; No one spoke.

Councilmember Smith made a motion to approve Resolution No. 9-21. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Resolution No. 9-21

A Resolution of the City Council of the City of Morristown, Tennessee Supporting the East Tennessee Human Resource Agency's (ETHRA's) Application(s) for the Tennessee Department of Transportation FFY 2020 Federal Transportation Administration (FTA) Section 5303/ 5304.

Councilmember A'Hearn made a motion to approve Resolution No. 10-21. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Resolution No. 10-21

A Resolution of the City Council of the City of Morristown, Tennessee to Rename a Public Right-of-Way within the City Limits of Morristown from Chestnut Avenue to Jaram Road.

Councilmember Smith made a motion to approve Ordinance No. 3661 on first reading and schedule a public hearing relative to final passage of said ordinance for October 6, 2020. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3661

Entitled an Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown, Tennessee, Hamblen County Tax Parcel ID# 025 160.00, property located east of Morelock Road and north of John Hay Elementary School.

Councilmember A'Hearn made a motion to approve the contract between the Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) and WSP USA Inc. for the development of the US 11E/SR 34/N Andrew Johnson Highway Corridor Study in the amount of \$100,000 with a Federal Match of 80% and Local Match of 20%. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Redigo made a motion to approve the proposal from LDA Engineering for Stormwater Design at Wayne Hansard Park in the amount of \$9,000. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the proposal from Telics to provide appraisal services for the Brights Pike Bridge Project in an amount not to exceed \$24,000. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve the contract with the State of Tennessee Department of Safety and Homeland Security for the Highway Safety Office Grant in the amount of \$40,000. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Garrett made a motion to reappoint Matt Sexton to the position of City Judge for a four (4) year term to expire on September 15, 2024. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Garrett made a motion to reappoint John Hoffer to the Morristown/Hamblen County Solid Waste System a three (3) year term to expire on October 1, 2023. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to confirm the City Administrator's re-appointment of Councilmember Bob Garrett to the Morristown/Hamblen County Solid Waste Board for a three (3) year term to expire on October 1, 2023. 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; Linda Noe spoke.

Mayor Gary Chesney adjourned the September 15, 2020 Morristown City Council meeting at 5:22 p.m.

Mayor

Attest:

City Administrator

PLAN OF SERVICES
RESOLUTION NO. 11-21

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTIES LOCATED ALONG THE EAST SIDE OF MORELOCK ROAD IN MORRISTOWN TENNESSEE.

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

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

Property identified as that part of Hamblen County Tax Parcel ID # 025 16000 located along the east right of way line of Morelock Road, the general location being shown on the attached Exhibit A;

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

Police Protection

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

Fire Protection

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

Water Service

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

Sanitary Sewer Service

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

Electrical Service

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

Refuse Collection

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

Streets

Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under current policies of the city. Traffic signals, traffic signs, street markings and other traffic control devices will be

installed as the need therefore is established by appropriate study and traffic standards. Street name signs where needed will be installed as new street construction requires.

Inspection Services

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

Planning and Zoning

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

Street Lighting

Street lights will be installed in accordance to City policies.

Recreation

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

Miscellaneous

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

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

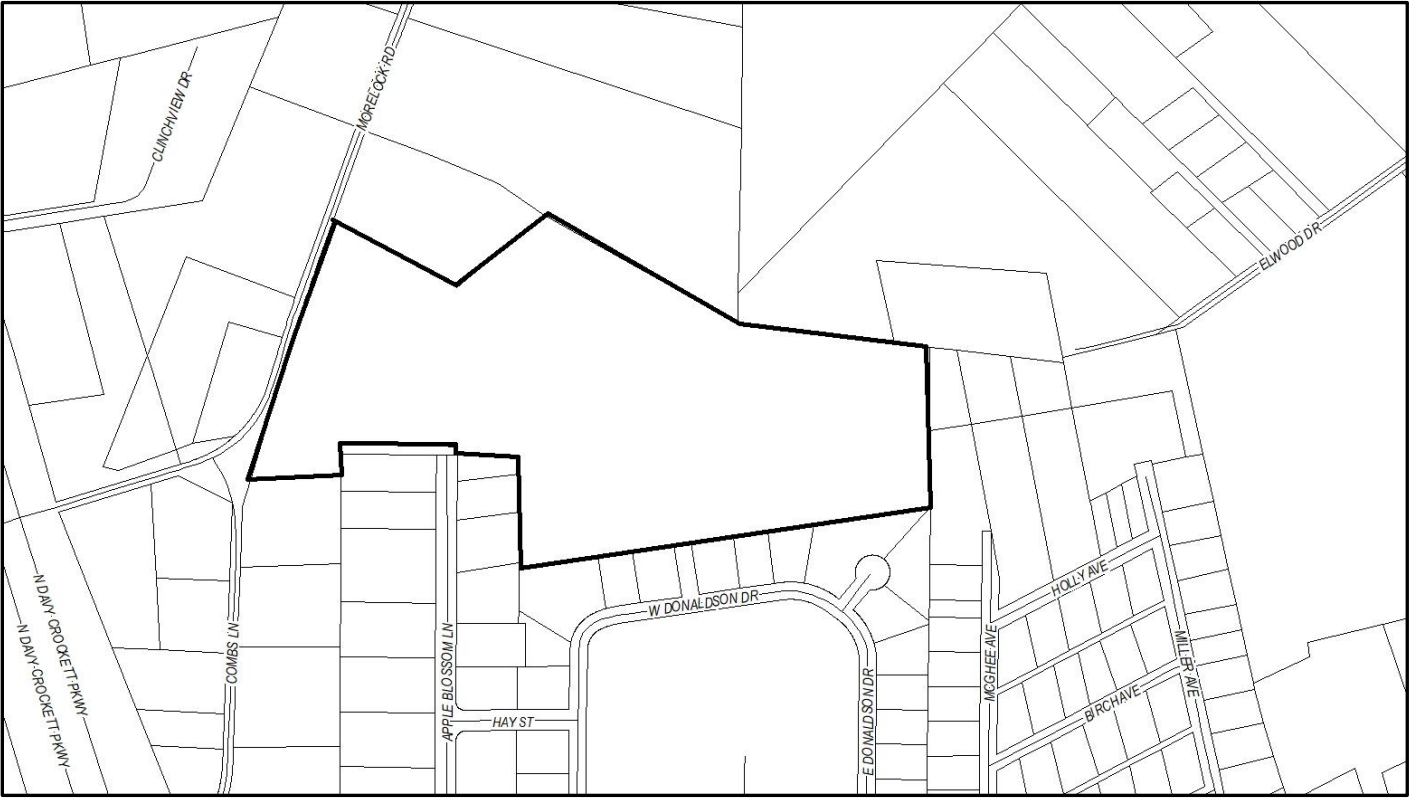
Passed on this 6th day of October, 2020.

Mayor

ATTEST:

City Administrator

Exhibit A:



City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown Regional Planning Commission
FROM: Lori Matthews, Senior Planner
DATE: September 8th, 2020
REQUEST: Annexation Request

BACKGROUND:

A request for annexation has been received from Mr. Clint Harrison, representing David and Gale Morelock, and Naomi Price, owners of the property. The property is within the City's Urban Growth Boundary area and is located behind Lea Hills (Phase II) Subdivision, just north of John Hay Elementary School. Hamblen County has the property zoned for residential use (R1). The applicant would ask to have the property zoned R-2 (Medium Density Residential) upon annexation into the City.

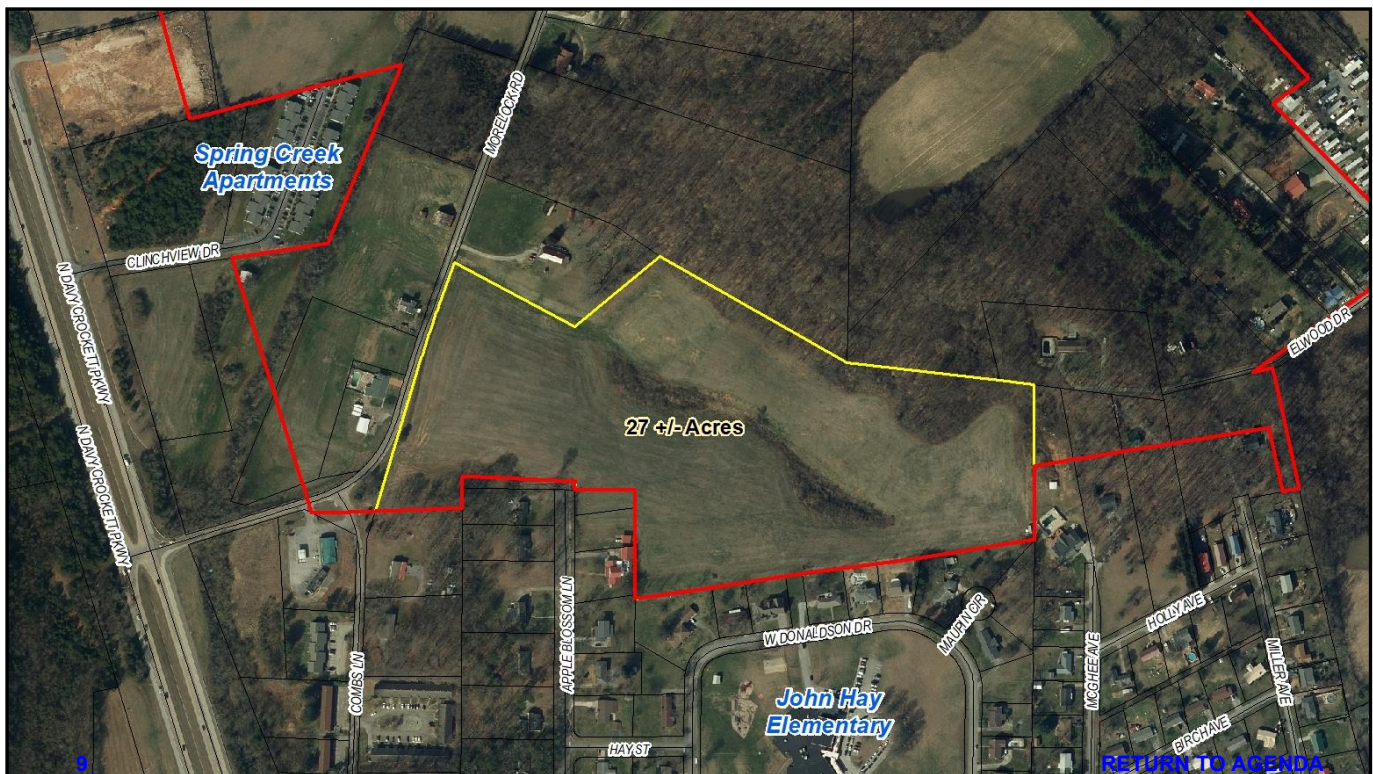
The 27+ acre parcel may be accessed by Morelock Road, Combs Lane and Apple Blossom Lane. Spring Creek Apartments are located just across Morelock Road from this site, as well as along Combs Lane. Properties to the south include single family communities, Lea Hills, McGhee Addition and Hillside Subdivisions. Property to the north is vacant and still in large acreage tracts. The property slopes gently toward the middle of the property, where there appears was once a small perennial stream.

The owner(s) is working with developer Shannon Greene and Engineer Clint Harrison on plans to construct a 100 +/- lot subdivision, should the annexation be approved. Morristown Utilities will be the sewer and electrical provider; water service has not yet been decided.

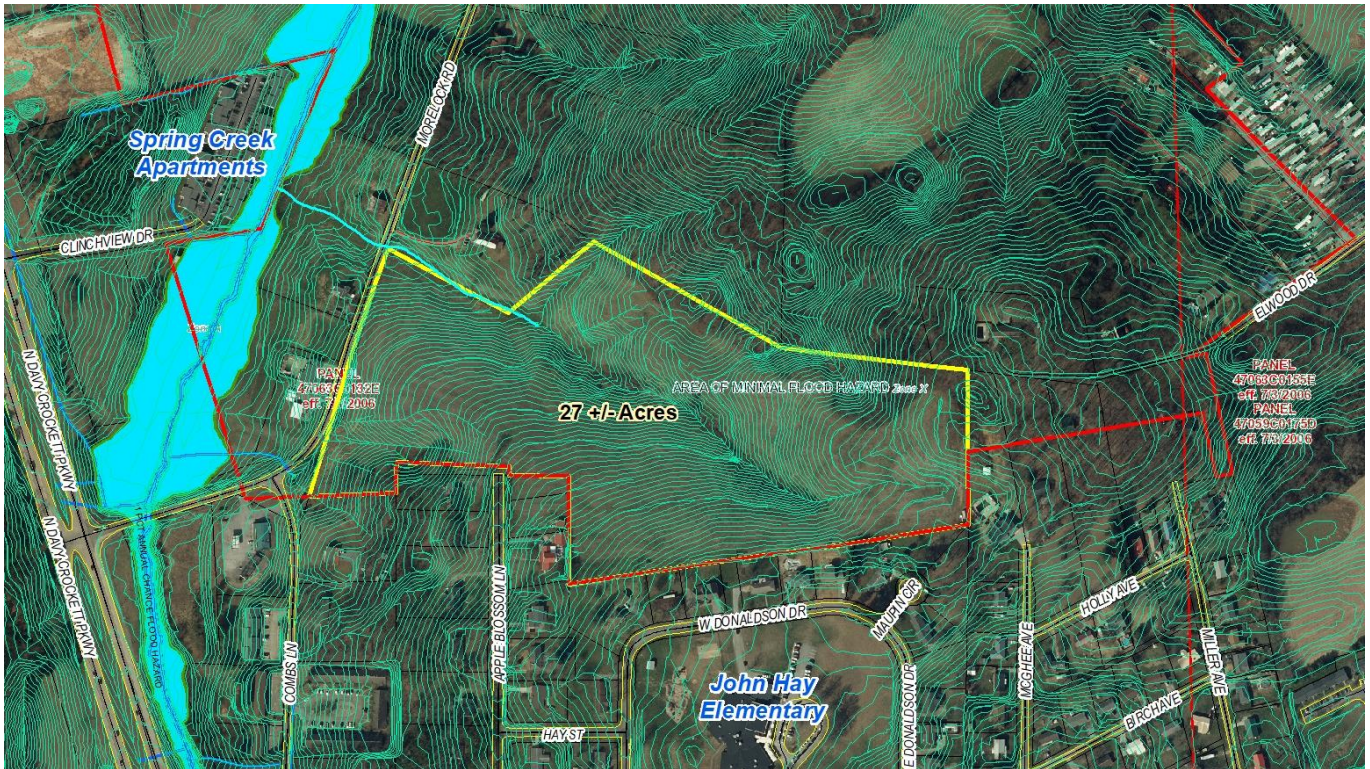
RECOMMENDATION:

Staff would recommend that the Planning Commission forward this annexation request on to City Council for approval.

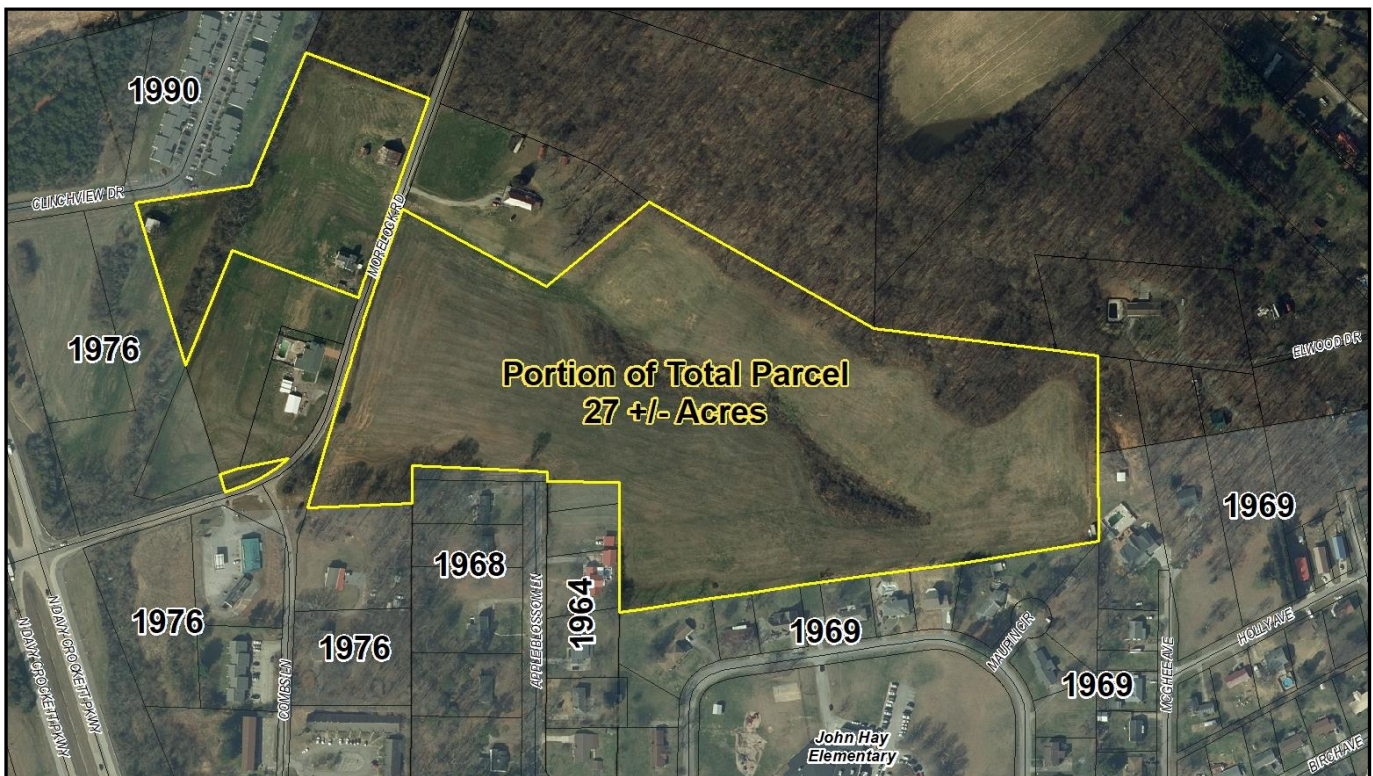
General Location



Topography



Annexation Year of Surrounding Property



ORDINANCE NO. 3661

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

Annexation of that portion of Hamblen County Tax Parcel ID# 025 160.00, located east of Morelock Road, the general location being shown on the attached exhibit A;

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

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

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

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

Beginning along the eastern right of way line of Morelock Road, at the intersection of Morelock Road and Combs Lane, follow said right of way north approximately 765 feet; from this point, travel in a southeastern direction for approximately 405 feet along a shared line with Morelock; from this point travel approximately 330 feet in a northeastern direction following a common line shared with Morelock; from this point travel in a southeastern direction approximately 636 feet along a shared line with Houston; then again in a southeasterly direction, travel approximately 453 feet to a line shared with Hyder; thence another 100 feet along a line shared with Cope; then south 466 feet along lines shared with Gibson; thence 1200 feet in a westerly direction along lines shared with the Lea Hills 2 subdivision; thence 320 feet north along shared property lines of Brittain, Mullins and Morelock; follow boundary of Morelock west to end of Apple Blossom right of way; thence follow right of way north to Morristown City property; following boundary of Morristown City property west approximately 330 feet; thence south approximately 80 feet along shared lines with Morristown City and Linkous; thence west to point of beginning.

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

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

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

Passed on first reading the 15th day of September 2020.

ATTEST:

Mayor

City Administrator

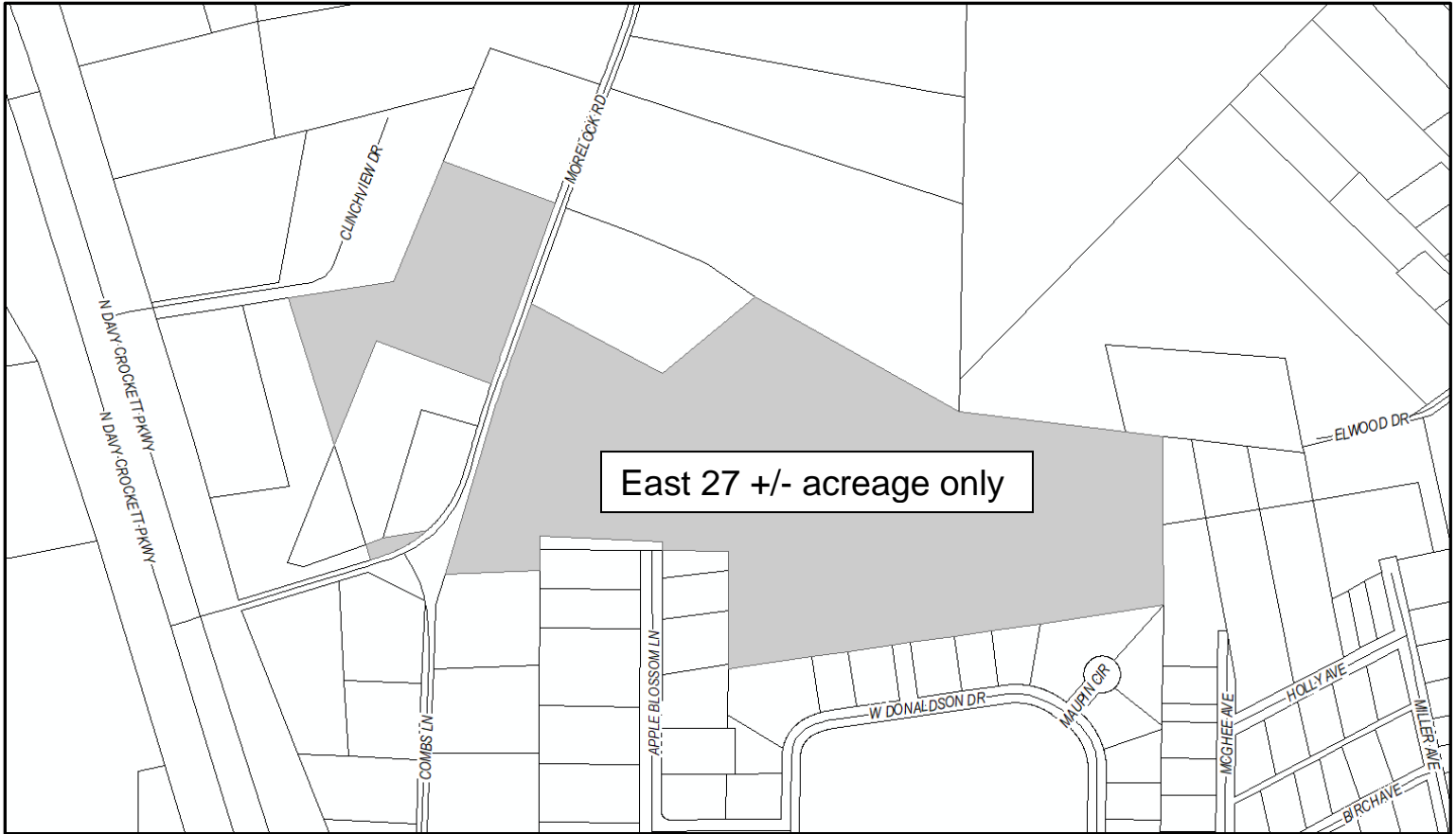
Passed on second and final reading the 6th of October 2020.

ATTEST:

Mayor

City Administrator

Exhibit A:



RESOLUTION NO. 12-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE SPECIFYING MUNICIPAL COURT PROCEDURES

Be it resolved by the City Council for the City of Morristown, Tennessee that the City of Morristown, Tennessee hereby designates the following procedures regarding the Municipal Court Judge, Substitute Judge and City Attorney:

1. Municipal Court Judge

- a) The City of Morristown's Municipal Court Judge is Matthew Sexton, who shall serve for a four (4) year term beginning September 15, 2020.
- b) It is the intent of Council that Municipal Court shall be conducted on a weekly basis. Any special settings shall be coordinated with the Municipal Court Judge, Municipal Court Clerk and the City Administrative staff.
- c) The Municipal Court Judge shall be compensated at a rate of two hundred and fifty dollars (\$250.00) per appearance. Additionally, the Municipal Court Judge is permitted to enroll/remain enrolled in the City's health insurance program.
- d) In the event the Municipal Court Judge is unable to preside over a matter or during a designated Court date, he shall notify the Municipal Court Clerk so the duly appointed substitute judge can preside.
- e) The City's ordinances regarding the Municipal Court Judge shall govern any items not herein stated.

2. Substitute Municipal Judge

- a) The City Council has appointed Edward Sempkowski as the Substitute Municipal Judge.
- b) The Substitute Municipal Judge shall be compensated at a rate of two hundred and fifty dollars (\$250.00) per appearance.
- c) The Substitute Municipal Judge shall preside at times when the Municipal Court Judge is unable to preside.

Municipal Court Attorney

- a) The City, due to cost saving measures enacted in light of, among other things, the COVID-19 crisis, has elected to minimize legal representation on the City's behalf to the extent appropriate in Municipal Court.
- b) The City Council is aware that there are occasions in Municipal Court where legal representation of the City's interest is necessary. In such instances, the City Attorney, Lauren Carroll, shall represent the City.
- c) The City Attorney shall be compensated at the hourly rate previously set and approved as the City Attorney rate for time involved in the representation of the City in Municipal.

Passed this 6th day of October, 2020.

Mayor

ATTEST:

City Administrator, Anthony Cox

September 11, 2020

City of Morristown
100 West 1st North Street
Morristown, TN 37814
Attn: Ashley Ahl

Re: **Responsive Bidder Recommendation** for:
Shuck Shelter - Morristown, TN
DIA Project Number: 20045 File: J05

Dear Ms. Ahl,

After review of the (2) two bids received on September 10, 2020 for the above-mentioned project, we recommend that a contract be initiated with the responsive, apparent low bidder Andrews & Hoskins Construction.

We recommend approval and acceptance of the Base Bid amount of Twenty-Seven Thousand Seven Hundred Dollars and No Cents (\$27,700.00). Additionally, their bid included achieving Substantial Completion of the Work in (60) sixty calendar days.

I called Leslie Hoskins of Andrews & Hoskins Construction on 9/11/2020 and asked her to confirm that they are comfortable with their submitted bid. She responded that Andrews & Hoskins Construction is comfortable with the amounts offered in the bid.

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

Sincerely,
Design Innovation



Rik Norris
Sr. Project Architect

Attachments: Two Original Bids.

cc: Joey Barnard, City of Morristown
Faris Eid, Design Innovation
Greg Campbell, Design Innovation
Nada Kuchinic, Design Innovation
Josh Singer, Design Innovation

Bid Tab		Page 1 of 1	Pursuant to the Invitation to Bid extended for Shuck Shelter			Signature required only by Presiding Official. Others can be printed or typed.	
Bids opened in Morristown, TN		How many addenda issued: 0				Presiding Official Joey Barnard	
Target TBD		Contract Time to Substantial Completion TBD days	bids and modifications must have been received here by 2:00 PM local time (EST) Thursday September 10, 2020			Designer represented by Rik Norris	
MACC NA		Liquidated Damages \$250 per day	I, thus declare the bidding closed, and now will proceed to open and read bids and modifications which have been received.			Owner represented by Ashley Ahl	
Regulated Subcontractors	Bidders (name, city, license number)	Crime Statement	No. Addendum Acknowledged	Bid Security	Base Bid and No.of Days to reach Substantial Completion		
	Name Andrews & Hoskins Construction	yes	yes	yes	\$27,700.00; Achieve Substantial Completion of the Work in (60) sixty calendar days from the Notice to Proceed.		
	City Morristown, TN						
	License Number 22722						
	Name McSpadden, Inc.	yes	yes	yes	\$53,800.00; Achieve Substantial Completion of the Work in (75) seventy- five calendar days from the Notice to Proceed.		
	City Dandridge, TN						
	License Number 18450						
	Name						
	City						
	License Number						
	Name						
	City						
	License Number						
	Name						
	City						
	License Number						
	Name						
	City						
	License Number						



September 24, 2020

Larry Clark
Assistant City Administrator
City of Morristown
Post Office Box 1499
Morristown, TN 37816-1499

Reference: North Cumberland Street Improvements
Removal of Existing Retaining Wall
Morristown, Hamblen County, Tennessee

Mr. Clark,

We appreciate the opportunity to provide you with a proposal to provide professional services for design of a project to remove the existing retaining wall located along the 700 block of North Cumberland Street in front of Heritage Park and replace it with a grassed slope. Project to include the replacement of sidewalk along the east side of the street.

I. Basic Engineering Services: Services to be provided in this proposal shall include:

1. Prepare a topographic survey for the project site.
2. Prepare Civil/Site Plan Package to include:
 - Site / Grading Plan;
 - Erosion control plans;
 - Site/civil details;
 - Specification for construction.
3. Prepare and submit Work in the Right-of-way Permit for to the Tennessee Department of Transportation.
4. Prepare Opinion of Probable Construction Cost for proposed improvements.
5. Prepare Project Manual to include specifications and bidding documents.
6. Bidding services including rendering assistance in obtaining bids, attending bid opening, make an analysis of the bids received, make recommendations on awards of the contract(s), render assistance in award of the contract(s) and assembly of the contract(s).

II. Fees: Fees for the services outlined above shall be completed for on a lump sum basis for each service as follows:

1. Prepare Civil/Site Plan Package, including survey, Project Manual and Opinion of Probable Cost	\$ 11,000
2. TDOT Permit	\$ 2,500
3. Bidding Services	\$ 4,000
Lump Sum Total	\$ 17,500

110 Tyson Boulevard, Suite 200, Alcoa, TN 37701 ■ Phone: (865) 573-7672 ■ LDAEngineering.com

At this time, we have not included budgets for the following reimbursable expenses and/or services in this proposal, some of which may not be necessary for the project. LDA will be happy to furnish estimates for these upon request:

- Any responsibility for any utilities not shown on utility maps provided to LDA or marked by the respective utility owners based upon a Tennessee One Call locate request;
- Environmental Site Assessment, burial ground investigation, or wetland delineation;
- Geotechnical Engineering and/or Environmental Permitting;
- Utility(ies) relocation and/or off-site utility design;
- Structural Design for retaining walls;
- Application, recording and/or Permit Fees;
- Other items not outlined in Basic Services.

We are prepared to begin this work immediately upon your written authorization. If you have questions or comments, please do not hesitate to contact us.

Sincerely,



Steve Drummer, P.E.
Senior Civil Engineer

Proposal Accepted by the City of Morristown:

By: _____

Title: _____

Larry Clark
September 24, 2020
North Cumberland Street Improvements
Page 2 of 2
Date: _____

CHANGE ORDER

No. 1

DATE OF ISSUANCE September 10, 2020 EFFECTIVE DATE _____

OWNER	City of Morristown
CONTRACTOR	Bewley Excavation
Contract:	City of Morristown, TN – Multiple Drainage Improvements
Project:	Multiple Drainage Improvements
OWNER's Contract No.	ENGINEER's Contract No. MRC921
ENGINEER	LDA Engineering

You are directed to make the following changes in the Contract Documents.

Description: (1) Add material to extend length of pipe at Rader Street (\$25,600.00)

(2) Add items to stabilize site at Merchants Green. (\$41,700.00)

Reason for Change Order: (1) Existing pipe deteriorated to extent that it must be replaced.

(2) Owner of property has not stabilized the site; City has received Bond funds to stabilize.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	
Original Contract Price	
\$ <u>274,248.00</u>	
Net Increase (decrease) from previous Change Orders No. <u>0</u> to No. <u>0</u>	
\$ <u>0</u>	
Contract Price prior to this Change Order	
\$ <u>274,248.00</u>	
Net Increase (decrease) of this Change Order	
\$ <u>67,300.00</u>	
Contract Price with all approved Change Orders	
\$ <u>341,548.00</u>	

CHANGE IN CONTRACT TIMES:	
Original Contract Times:	120
Substantial Completion:	<u>150</u>
Ready for final	_____
	(days or dates)
Net changes from previous Change Orders No. <u>0</u> to No. <u>0</u> :	
Substantial Completion:	<u>0</u>
Ready for final	<u>0</u>
	(days)
Contract Times prior to this Change Order	
Substantial Completion:	<u>120</u>
Ready for final	<u>150</u>
	(days or dates)
Net Increase (decrease) of this Change Order	
Substantial Completion:	<u>30</u>
Ready for final	<u>30</u>
	(days)
Contract Times with all approved Change Orders	
Substantial Completion:	<u>150</u>
Ready for final	<u>180</u>
	(days or dates)

RECOMMENDED:

BY: _____
ENGINEER (Authorized Signature)

DATE: _____

APPROVED:

BY: _____
OWNER (Authorized Signature)

DATE: _____

ACCEPTED:

BY: _____
CONTRACTOR (Authorized Signature)

DATE: _____

**CITY OF MORRISTOWN TENNESSEE
MULTIPLE DRAINAGE IMPROVEMENTS**

CHANGE ORDER NO. 1 (Rader Street)

ITEM	DESCRIPTION	UNIT	UNIT PRICE	EXISTING QTY	NEW QTY	INCREASE OR DECREASE
9	36" HDPE PIPE	LF	\$200.00	32	160	\$25,600.00
SUBTOTAL						\$25,600.00

**CITY OF MORRISTOWN TENNESSEE
MULTIPLE DRAINAGE IMPROVEMENTS**

CHANGE ORDER NO. 1 (Merchants Green)

ITEM	DESCRIPTION	UNIT	UNIT PRICE	EXISTING QTY	NEW QTY	INCREASE OR DECREASE
4	Rip-Rap (TDOT CLASS A-1)	TON	\$50.00	1050	1450	\$20,000.00
25	DITCHING	CY	\$10.00	0	1200	\$12,000.00
26	CHECK DAMS	EA	\$250.00	0	34	\$8,500.00
27	MODIFY EXISTNG CATCHBASIN	EA	\$1,200.00	0	1	\$1,200.00
SUBTOTAL						\$41,700.00

TOTAL \$67,300.00

GROUND LEASE AGREEMENT

BETWEEN

CITY OF MORRISTOWN, TENNESSEE,

MORRISTOWN AIRPORT COMMISSION

AND

SOUTHEAST INDUSTRIAL, LLC

(AIRCRAFT HANGAR COMPLEX)

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CONFIRMATION OF DATE OF BENEFICIAL OCCUPANCY

LEASED PREMISES

SITE PLAN SHOWING PROPOSED IMPROVMENTS

AGREEMENT

THIS GROUND LEASE AGREEMENT (this "Agreement"), is effective as of the ____ day of _____, 2020, by and between the CITY OF MORRISTOWN, TENNESSEE, a municipality of the State of Tennessee ("Lessor"), the MORRISTOWN AIRPORT COMMISSION, a board created by Lessor to operate the Airport referenced herein ("Commission"), and SOUTHEAST INDUSTRIAL, LLC, a Tennessee limited liability company ("Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of certain real property known as Morristown Regional Airport in Morristown, Tennessee (hereinafter referred to as "Airport"), which is operated on behalf of Lessor by the Commission; and

WHEREAS, Lessor and Commission desire to lease to Lessee a portion thereof, as more particularly described in this Agreement (the "Leased Premises"); and

WHEREAS, Lessee, a developer, desires to design, finance and construct an aircraft storage hangar complex on the Leased Premises to be owned by Lessee as provided in this Agreement and to construct a taxiway connector to provide access to the Leased Premises; and

WHEREAS, Lessor has the right to lease property on the Airport upon the terms and conditions hereinafter set forth, and has full power and authority to enter into this agreement in respect thereof;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants, agreements, and conditions contained herein, including the reservation of rents and the covenant to pay them, the receipt and sufficiency of which are hereby acknowledged, Lessor hereby leases, demises and lets the Leased Premises to Lessee, and Lessee leases and accepts the same under the terms and conditions following:

ARTICLE I. DEFINITIONS

The following words and phrases, wherever used in this Agreement, shall, for the purpose of this Agreement, have the following meanings:

a. "Airport" means the land areas and facilities which are owned and operated by Lessor and referred to collectively as Morristown Regional Airport.

b. "Airport Engineering Consultant" means the Michael Baker International, Inc., a Pennsylvania corporation.

c. "Date of Beneficial Occupancy" means that date upon which Lessee can lawfully occupy the Leased Premises, which shall be the date of certification by the Project architect/engineer that the Project is substantially completed and available for Lessee's occupancy following receipt of the Certificate of Occupancy from the local regulating authority. The Date of Beneficial Occupancy will be memorialized in an exhibit signed by Lessor and Lessee in the form of Exhibit A.

d. "Date of Possession" means the date when Lessor delivers possession of the Leased Premises to Lessee for commencement of construction of the Project, which date, unless otherwise agreed upon by Lessor and Lessee in writing shall be the date hereof.

e. "Environmental Laws" shall refer individually and collectively to any federal, state or local law, rule or regulation pertaining to environmental regulations, contamination, clean-up, environmental disclosures or environmental liens and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq. ("CERCLA") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. §2601 et seq. ("TSCA"); the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq. ("CAA"); the Water Pollution Control Act of 1972, 33 U.S.C. §1251 et seq. (known as the Clean Water Act ("CWA")); the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001 et seq. ("EPCRA" or "SARA Title III"); the Tennessee Hazardous Waste Management Act, T.C.A. §68- 46-101 et seq. ("THWA"); the Tennessee Hazardous Waste Management Act of 1983, T.C.A. §68-46-201 et seq. ("THW of 1983"); the Tennessee Air Quality Control Act, T.C.A. §68-25-101 et seq. ("TAQA"); the Tennessee Water Quality Control Act of 1977, T.C.A. §69-3-101 et seq. ("TWQCA"); the Tennessee Petroleum Underground Storage Tank Act, T.C.A. §68-53-101 et seq. ("TPUSTA"); and the Tennessee Hazardous Chemical Right-to-Know Act, T.C.A. §50-3-2001 et seq. ("THCRKA"); or any other federal, state, county or local environmental laws, orders, regulations, rules and ordinances, each as amended to date and now in effect or as hereafter amended, replaced or supplemented from time to time.

f. "Expiration Date" shall have the meaning given to such term in Section 2.3.

g. "FAA" means Federal Aviation Administration of the United States Government, or any Federal agencies succeeding to its jurisdiction.

h. "Fire Protection System" shall mean any fire protection system located on the Leased Premises to the extent required by Section 4.3 hereof.

i. "Force Majeure Event" shall mean any delays or failures resulting from (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. Force Majeure Event shall only apply to a cause reasonably beyond the control of Lessee.

j. "Ground Rental" shall mean the rental for the land underlying the Leased Premises.

k. "Hangars" means the aircraft hangars to be constructed on the Leased Premises by Lessee as part of the Project in accordance with Article IV hereof together with all other improvements to be constructed on the Leased Premises as may be necessary for the operation of the Hangars. The locations of the Hangars shall be substantially the same as the locations shown on Exhibit C attached hereto, and one of the Hangars shall contain approximately 13,000 square feet and the other two Hangars shall contain approximately 6,400 square feet.

l. "Hazardous Material" shall refer to any petroleum product and any hazardous or toxic wastes or substances which because of their quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger of hazard to the public health, safety or welfare or to the environment, including without limitation any asbestos (whether or not friable) and any asbestos containing materials, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCB's), toxic metals, etchants, pickling and

plating wastes, explosives, reactive metals and compounds, pesticides, herbicides, urea formaldehyde, foam insulation, or any other substances, chemicals, materials and/or wastes that are defined as hazardous, dangerous and/or toxic under, or regulated by, any Environmental Laws.

m. "Leased Premises" means the premises on the Airport to be leased to Lessee beginning on the date hereof. For purposes of execution of this Agreement, the Leased Premises is depicted on Exhibit B, but the parties agree that upon completion of the Project, Exhibit B shall be replaced with a final exhibit depicting the Leased Premises with as-built improvements prepared, at the expense of Lessee, by a licensed surveyor in the State of Tennessee selected by Lessee and approved by Lessor.

n. "Lessee" means Southeast Industrial, LLC, a limited liability company organized and existing under the laws of the State of Tennessee.

o. "Lessor" means the City of Morristown, Tennessee.

p. "Mayor" means the Mayor of Lessor or such other person as may be designated by Lessor's Mayor to exercise functions with respect to the rights and obligations of Lessor under this Agreement.

q. "Off-Site Improvements" means the construction of a taxiway from the end of the existing taxiway of the Airport to provide access to the Hangars and all related improvements as described in Article IV hereof, the location and size of such Off-Site Improvements being generally shown on Exhibit C attached hereto.

r. "Project" means the construction of the Hangars and the Off-Site Improvements.

s. "TAC" means the Tennessee Aeronautics Commission, which is a commission established by the State of Tennessee.

t. "Term" means the term that this Agreement is in effect.

ARTICLE II. TERM

Section 2.1 Term.

The Term of this Agreement shall commence upon the Date of Possession and shall continue thereafter for a period of thirty (30) years from the earlier of (i) the Date of Beneficial Occupancy and (ii) three (3) years from the Date of Possession, subject to prior termination as provided herein. Upon the expiration of the Term, Lessee acknowledges that it will have no right to extend the term of this Agreement and that Lessor shall have no obligation to negotiate with Lessee regarding any such extension.

Section 2.2 Lessee's Inspection; Disclaimer of Any Representations by Lessor.

Lessee accepts the Leased Premises "as is" and further agrees that, in taking this Agreement, it is governed by its own inspection of the Leased Premises and the plans for the property leased hereby and its own judgment of their desirability for its purpose, and has not been governed or influenced by any representation of Lessor as to condition and character of the Leased Premises; that no agreements,

stipulations, reservations, exceptions or conditions whatsoever have been made or entered into in regard to the Leased Premises or this Agreement, which will in any way vary, contradict or impair the validity of this Agreement or of any of its terms and conditions as herein set forth. Lessee also understands and acknowledges that the Leased Premises are subject to substantial noise due to aircraft taking off and landing at the Airport. Furthermore, Lessee takes this Agreement and the Leased Premises subject to all easements and encumbrances of record respecting the Leased Premises and to all statutes, ordinances and regulations of competent governmental authority affecting the occupancy and use thereof, the construction and maintenance of improvements thereof, and the business and occupations to be engaged in by Lessee, in force now or subsequently put in force during the Term of this Agreement.

Section 2.3 Vesting of Title to Hangars.

At the Expiration Date or upon an earlier termination of this Agreement, whether by default, eviction or otherwise, the Leased Premises, the Hangars shall then become the sole property of Lessor or Lessor's designee, free and clear of all claims to or against them by Lessee or any third person, and all liens, security interests and encumbrances, other any liens, security interests or encumbrances expressly agreed to by Lessor. It is agreed that at the Expiration Date of this Agreement, Lessee shall remove any movable personal property which Lessee has placed on the Leased Premises (with any such property not removed being deemed abandoned by Lessee after thirty (30) days following the Expiration Date), except any property which has been attached to the Leased Premises in such manner as to become a fixture (the property which Lessee may not remove shall include, but not be limited to, electric and gas fixtures, switches and controls, floor and wall coverings, heating and air conditioning equipment) and provided further, that any damage resulting from such removal is repaired within sixty (60) days after the Expiration Date. Lessee shall deliver up and surrender to Lessor possession of the Leased Premises, broom cleaned, free of debris, in good order, condition and state of repair (excepting ordinary wear and tear) but in its then "AS IS" condition, and deliver all keys to Lessor. As used herein, "Expiration Date" means the date on which the Term expires or is terminated for any reason.

Section 2.4 Surrender of the Premises.

Lessee covenants and agrees that upon expiration of the Term of this Agreement, or upon earlier termination of this Agreement as provided herein, it will peaceably surrender possession of the Leased Premises in good condition, reasonable wear and tear, acts of God, fire, and other casualties excepted; and that Lessor shall not be required to give notice to quit possession at the expiration date of the term of this Agreement. Lessee's continued occupancy of the Lease Premises without the prior written consent of Lessor shall be on a month-to-month basis terminable by Lessor at any time at a rent equal to a per diem rent equal to 1.5 times the fair market value rent of the Leased Premises, as reasonably determined by Lessor.

ARTICLE III. RIGHTS, SPECIFIC PRIVILEGES AND PREMISES OF LESSEE

Section 3.1 Use of Leased Premises.

Upon completion of the Project, Lessee shall solely operate the Leased Premises as a fixed base operator to be used for the following purposes: (a) storage of jet aircraft and other aircraft to the extent provided below, (b) passenger charter operations, and (c) maintenance of aircraft stored on the Leased Premises pursuant to clause (a) but not otherwise. Lessee shall not use the Leased Premises to (i) store any aircraft that is inoperable for a period in excess of thirty (30) days, (ii) provide flying lessons to any group or individual that is not an employee of Lessee, (iii) maintain aircraft except as is provided above or (iv) construct or operate any fueling operations. Lessee may only store aircraft on the Leased Premises

that is not jet aircraft with the written consent of Lessor or its designated agent as to each aircraft and as to the term as to which such storage may occur.

Section 3.2 Use of the Airport.

Lessee and its employees, guests, patrons, and invitees shall have the right to the use, in common with other duly authorized users, of the Airport and appurtenances, together with all facilities, improvements, equipment and services which have been or may hereafter be provided for common use at or in connection with the Airport, subject to the Minimum Standards, as defined in Section 12.2 hereof. The right to use facilities available for common use at the Airport shall include the right for Lessee and its employees and invitees to utilize public parking areas upon the same terms as other users of the Airport. Lessee shall not use any portion of the Leased Premises for a use that is not aviation-related.

Section 3.3 Specific Rights of Lessee at Airport.

Lessee is authorized to do the following at the Airport:

- a. The construction of the Project, including all activities reasonably necessary to complete such construction.
- b. The installation, maintenance and operation of such radio, communication, meteorological and aerial navigation equipment and facilities in, on and about the Leased Premises as may be necessary or convenient in the opinion of Lessee for its operations; provided that the location of such equipment and facilities outside of buildings shall be subject to the prior written approval of Lessor, which approval shall not be unreasonably delayed or withheld.

Section 3.4 Access.

- a. Subject to the provisions hereof, the legal requirements of the Transportation Security Administration ("TSA"), FAA and TAC, and such reasonable restrictions as Lessor may impose with respect to the Leased Premises, provided such Lessor restrictions do not unreasonably interfere with Lessee's use of the Leased Premises, Lessor hereby grants to Lessee, its agents, suppliers, employees, contractors, guests, and invitees, the right and privilege of free and unrestricted access, ingress, and egress to the Leased Premises and to public areas and public facilities on the Airport.
- b. The ingress and egress provided for above shall not be used, enjoyed, or extended to any person engaging in any activity or performing any act or furnishing any service for or on behalf of Lessee that is not authorized to be engaged in or performed under the provisions hereof unless expressly authorized by Lessor.
- c. Lessor shall have the right at any time or times to close, relocate, reconstruct, change, alter, or modify any such means of access provided for Lessee's use pursuant to this Agreement or otherwise, either temporarily or permanently; provided that (i) reasonable notice to Lessee and a convenient and adequate means of access, ingress and egress shall exist or be provided in lieu thereof at the same time and Lessor pays for such alteration; and (ii) notwithstanding the foregoing, Lessor shall not have the right to change Lessee's access or ingress/egress points to the airport taxiways unless such change is necessitated by an FAA-mandated change or modification to the taxiway configuration. Lessor shall suffer no liability by reason thereof and such action, if performed in compliance with the terms of this subsection, shall in no way alter or affect any of Lessee's obligations under this Agreement.

Section 3.5 Encumbrances.

The Leased Premises are accepted by Lessee subject to any and all existing easements or other encumbrances reflected in the public records or disclosed by Lessor to Lessee prior to the execution of this Agreement. Lessor reserves the right to establish, grant or utilize easements or rights-of-way over, under, along and across the Leased Premises for utilities, pipelines, drains or access as it may deem advisable for the public good; provided, however, that such easements or rights-of-way shall not unreasonably interfere with Lessee's use of the Leased Premises and Lessor agrees to give prior reasonable notice to Lessee of any such relocation of easements, to pay all costs of relocating the easements and repairs to that portion of the Leased Premises affected by the relocation.

ARTICLE IV. PLANNING, DESIGN, CONSTRUCTION AND FINANCING OF PROJECT

Section 4.1 The Project.

Lessee covenants that it will design, construct and finance the Project on the Leased Premises, in accordance with and subject to the following terms and conditions:

a. The engineering and design firm for the Off-Site Improvements shall be the Airport Engineer, and Lessee acknowledges that Lessor shall contract directly with the Airport Engineer for such services. Lessee shall reimburse Lessor for the cost of such services as such cost is incurred within thirty (30) days of receipt of each invoice therefor. The engineering and design firm for the remainder of the Project and building contractor chosen by Lessee for the Project shall all be subject to prior review and approval by Lessor which approval will not be unreasonably withheld, delayed or conditioned.

b. All plans and specifications for the Project (the "Plans and Specifications") shall be submitted to Lessor by Lessee (other than the Plans and Specifications for the Off-Site Improvements, which shall be procured by Lessor) prior to the commencement of construction of the Project. Such Plans and Specifications shall be subject to the prior written approval of Lessor. All work to be performed by or on behalf of Lessee shall conform to the Plans and Specifications, shall be of good quality and workmanship, and shall be free of all structural defects. Lessee shall not make any material changes (e.g., those requiring permits) to the Plans and Specifications without the prior written consent of Lessor, and any such changes shall not, in any event, reduce the quality of the Project. In the event the Plans and Specifications have to be submitted to the TAC, Lessee will cooperate with such submission.

c. The Plans and Specifications submitted to Lessor shall (i) be in accordance with all applicable laws, rules, codes and ordinances, (ii) specify quality of materials and workmanship, and (iii) be prepared by an appropriate design professional, licensed to practice in Tennessee.

d. Lessee shall submit to Lessor no later than ten (10) days after approval by Lessor of the Plans and Specifications, the following of which shall be subject to Lessor's reasonable approval:

(i) The contract with the engineering and design firm for the remainder of the Project other than the Off-Site Improvements, and, if with a party other than Lessee, a construction contract, fully executed for the construction of the Project with a solvent, reputable contractor approved by Lessor and with construction to be completed within a date certain;

(ii) A certificate or certificates of builders risk insurance in the amount of the total construction cost of the Project, naming Lessor as an additional insured against losses caused by negligence or willful misconduct of Lessee or its agents;

(iii) A copy of the building permit or other applicable permit necessary to construct the Project;

(iv) Performance and payment bonds relating to the construction of the Project, naming Lessor as a dual obligee, in such amounts as would be obtained if Lessor was undertaking the contracting for the construction of the Project;

(v) Evidence reasonably satisfactory to Lessor that Lessee has available to it sufficient funds to carry out the construction; and

(vi) A letter of credit from a financial institution acceptable to Lessor that will secure the performance of Lessee with respect to the construction of the Off-Site Improvements and shall be in an amount of not less than \$300,000 or such other security as is acceptable to Lessee.

All design and construction contracts shall be assignable to Lessor upon a termination of this Agreement due to a default by Lessee upon notice from Lessor, with no further action by Lessor, and such contracts shall provide that the firms that are parties thereto will only look to Lessor for payment of their fees and expenses pursuant to the terms of such contracts that accrue following such assignment (and that Lessee shall remain responsible for any fees and expenses incurred prior to such time).

e. Upon reasonable notice from Lessor, Lessee shall permit Lessor and/or its duly authorized representatives and agents to enter upon the Leased Premises and to inspect the Project and all materials to be used in the construction thereof to ensure compliance with the Plans and Specifications, and shall cooperate and cause all persons involved with the construction of the Project to cooperate with Lessor and/or its representatives and agents during such inspections. During the course of construction, Lessor shall further have the right to ascertain to its satisfaction that the construction of the Project is progressing in accordance with the requirements of this Section and industry standards. In the event Lessor shall determine that the work is not progressing substantially and materially in accordance with such requirements, Lessor shall notify Lessee in writing of its specific objections, and Lessee shall, within fifteen (15) days of receiving such notice, remedy any defects as specified by Lessor or, if such defects cannot be remedied in such period, then Lessee shall diligently commence remedying such defects and shall continue with such steps until the defects are cured to the reasonable satisfaction of Lessor. In the event that Lessee shall fail or refuse to remedy such defects, Lessor shall have the right to remedy such defects at Lessee's expense and/or declare a default under this Agreement. The provisions contained in this section shall not impose on Lessor any of Lessee's obligations under this Agreement, nor shall they create any liability of Lessor by virtue of Lessor's having inspected the Leased Premises or the Project.

f. Notwithstanding Lessor's right to inspect as set forth above, Lessee shall be solely responsible for ascertaining and ensuring that the Project is constructed or installed in accordance with the Plans and Specifications and that the Plans and Specifications and the construction of the Project comply with all fire, health and sanitary codes and regulations and all other laws, rules, codes and regulations that relate to the construction, use or occupancy of the Project, whether federal, state or local. Any construction which is not in accordance with such requirements shall be remedied promptly by Lessee. Lessee shall be responsible for all liabilities arising out of its failure to construct or cause the construction of the Project in accordance with the Plans and Specifications or by reason of defects in materials or workmanship, and Lessee shall hold Lessor harmless from and against any such liabilities. Lessee shall indemnify and hold Lessor harmless from and against all losses, costs, damages or expenses, including injury to or death of any person and any damage to real or personal property, and including reasonable attorneys' fees and court costs, arising out of or in any way connected with or related to the construction of the Project unless and to the extent caused by Lessor's negligence or willful misconduct, and Lessor

shall be entitled to recover attorneys' fees and court costs incurred in enforcing its right of indemnification hereunder.

g. Any signs erected on the Leased Premises (i) must conform with the general architectural scheme of the Leased Premises and any related property owned by Lessor, (ii) must be approved by Lessor prior to the installation thereof, which approval shall not be unreasonably withheld, and (iii) shall comply with applicable ordinances or other governmental restrictions; and the determination of such requirements and the prompt compliance therewith shall be the responsibility of Lessee.

Section 4.2 Participation of Lessor.

Lessor or its designated agent shall have the right to periodically observe the scope and quality of the construction in progress to assure themselves that it meets the approved Plans and Specifications.

Section 4.3 Fire Protection System.

If required by applicable law, including FAA regulations, Lessee covenants that it will include in the Hangars, at Lessee's sole cost, a Fire Protection System to serve the Hangars. The Fire Protection System shall be designed and constructed or installed in strict accordance with all applicable nationally recognized fire codes, and with all applicable state and local codes, regulations and ordinances.

Section 4.4 Development Risks.

Lessee agrees to commence construction of the Project by [_____, 20__] and, subject to any applicable Force Majeure Event, complete the Project by [_____, 2023]. Lessee shall give written notice of a delay or failure resulting from a Force Majeure Event as soon as reasonably practicable to Lessor stating the date and extent of such delay or failure and the cause thereof, and Lessee shall resume the performance of such obligations as soon as reasonably practicable after the removal of such cause.

Section 4.5 Repair of Project.

Lessee covenants and agrees with Lessor that, during the Term hereof, Lessee shall undertake and perform, or shall cause to be undertaken and performed at Lessee's sole cost and expense, all construction, repairs, replacements, maintenance and reconstruction as permitted herein, whether foreseen or unforeseen, ordinary or extraordinary, structural or non-structural and including all roofs and all pavement, and whether occurring on the interior or exterior of any improvements erected, or to be erected, by Lessee on the Leased Premises, and all additions thereto or alterations thereof. Lessee will not suffer or permit any waste or neglect of any part of the Leased Premises and will take such steps as often as may be necessary to keep the buildings, paved areas, appurtenances and other improvements on the Leased Premises in a safe, good and sound condition commensurate with its intended use, reasonable wear and tear excepted. In the event Lessee fails or refuses to perform its obligations hereunder, Lessor shall have the right, but not the obligation, to perform such work upon reasonable notice and, if applicable under the aforesaid provisions, to be reimbursed by Lessee for the cost thereof upon billing therefor.

All property of every kind which may be on the Leased Premises during the term hereof shall be at the sole risk of Lessee or those claiming under Lessee, and Lessor shall not be liable to Lessee or to any other person whomsoever for any injury, loss or damage to any such property in or upon said Leased Premises and the entrances, sidewalks and walkways adjoining same unless, and to the extent, that such injury, loss or damage is caused by the negligence or willful misconduct of Lessor or its agents.

Section 4.6 Inspection by Lessor.

Subsequent to the Date of Possession, Lessor and/or Lessor's duly authorized agents shall have the right with reasonable prior notice to Lessee to enter the Leased Premises at all reasonable hours for the purpose of (i) inspecting same, (ii) performing obligations of Lessor under this Agreement, (iii) performing obligations of Lessee hereunder which Lessee may neglect or refuse to perform, and (iv) showing the Leased Premises to prospective tenants no earlier than six (6) months prior to the end of the Term. The provisions contained in this section shall not impose on Lessor any of Lessee's obligations under this Agreement, nor shall they create any liability of Lessor by virtue of Lessor's having inspected the Leased Premises.

Section 4.7 Record Documents.

Upon the completion of the Project, Lessee shall deliver to Lessor (a) complete sets of record drawings and specifications, in both paper and electronic formats, depicting the as-built conditions of the Project, (b) a complete set of bound operating and maintenance manuals for all equipment, systems and materials suppliers as required by the Plans and Specifications, (c) a complete set of guarantees and warranties from contractors, subcontractors, equipment manufacturers and materials suppliers as required by the Plans and Specifications, with assignments of each to Lessor and (d) a complete set of release of lien forms from all contractors, subcontractors, equipment manufacturers and material suppliers.

Section 4.8 Financial Documents.

Prior to the Date of Possession of the Leased Premises, Lessee shall deliver to Lessor evidence that Lessee has sufficient funds for the construction of the Project.

ARTICLE V. RENTALS, CHARGES AND FEES

Section 5.1 Rental.

a. The parties agree that the costs of constructing the Off-Site Improvements shall constitute rental payments hereunder and shall be paid by Lessee in lieu of making periodic rent payments under this Agreement. The parties agree that the estimated costs of constructing the Off-Site Improvements constitute a fair market value rental of the Leased Premises.

b. Lessee shall pay for all utilities to the Leased Premises which shall be billed directly to Lessee.

c. Lessee shall be solely responsible for expenses required or necessary for any maintenance on the Leased Premises including landscaping, roads, snow removal, street lights, and like expenses.

d. Lessee also agrees to pay all other amounts, liabilities and obligations which Lessee herein assumes or agrees to pay including the payments described in Section 5.3. Such amounts, liabilities and obligations are referred to herein as Additional Rent.

Section 5.2 Payment Provisions/Interest on Overdue Amounts.

Any amounts payable by Lessee to Lessor hereunder shall be due within thirty (30) days of the date of the invoice therefor. Any payment not received within thirty (30) days after the due date shall accrue interest at a rate equal to the Prime Rate published in the The Wall Street Journal plus 2% per annum.

Section 5.3 Taxes.

Lessee and Lessor (i) recognize that under present law, the interest in the Leased Premises owned by Lessor is exempt from all taxation in the State of Tennessee, and (ii) agree that Lessee shall not be required to reimburse Lessor for any taxes that may in the future be imposed on Lessor's interest in the Leased Premises. Lessee acknowledges that its leasehold interest may be subject to taxation. Lessee shall pay all taxes of whatever character that may be lawfully levied, assessed, or charged for Lessee's particular Leased Premises by any governmental entity upon the property, real and personal, occupied, used, or owned by Lessee, or upon the rights of Lessee to occupy and use the Leased Premises, or upon Lessee's improvements, fixtures, equipment, or other property thereon, or upon Lessee's rights or operations hereunder. Lessee shall have the right at its sole cost and expense to contest the amount or validity of any tax or license fee as may have been or may be levied, assessed, or charged.

Section 5.4 Utilities and Related Charges.

Lessee shall be responsible for and shall pay when due:

- a. All costs of utility services to the Leased Premises, which Lessee agrees shall be metered separately to the Leased Premises.
- b. Annual charges for service to fire hydrants serving the Hangars, in full or pro rata, as appropriate.
- c. Inspection fees for Lessee's Fire Control System, if any, at the Leased Premises.
- d. Any other fees and charges associated with the operation of the Leased Premises, in full or pro rata, as appropriate.

Section 5.5 Liens.

Lessee has the obligation to construct improvements on the Leased Premises as more particularly set out in Article IV; however, Lessee shall not permit any liens to attach to Lessor's interest in the Leased Premises as a result of such construction or at any time during the term of this Agreement, and all persons are put on notice of the fact Lessee shall never, under any circumstances, have the power to subject the interest of Lessor in the Leased Premises to any mechanics' or materialmen's lien or other liens of any kind. If any mechanics' liens or other lien or order for the payment of money shall be filed against the Leased Premises or building(s) or improvements thereon by reason of, or arising out of, any labor or material furnished or alleged to have been furnished to or for Lessee at the Leased Premises, or for or by reason of any change, alteration or addition by Lessee, or the cost or expense thereof or any contract relating thereto, or against Lessor, then Lessee shall within thirty (30) days after the filing of any such lien cause the same to be canceled and discharged of record, by bond or otherwise, at the election and expense of Lessee, and shall defend on behalf of Lessor, at Lessee's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such liens or orders, and Lessee shall pay any damages and discharge any judgment entered thereon and shall indemnify and hold Lessor

harmless from any claim or damage resulting therefrom. If Lessee fails to keep this covenant, in addition to any other remedies available to Lessor under this Agreement or otherwise, Lessor may at its option discharge such lien or order, in which event Lessee agrees to pay Lessor, on demand, a sum equal to one hundred fifteen percent (115%) of the amount of the lien or order thus discharged by Lessor plus Lessor's costs, expenses and attorney's fees. NOTICE IS HEREBY GIVEN THAT LESSOR SHALL NOT BE LIABLE FOR ANY LABOR OR MATERIALS FURNISHED OR TO BE FURNISHED TO LESSEE ON CREDIT, AND THAT NO MECHANIC'S, MATERIALMAN'S, OR OTHER LIEN FOR ANY SUCH LABOR OR MATERIALS SHALL ATTACH TO OR AFFECT THE REVERSIONARY OR OTHER INTEREST OR ESTATE OF LESSOR IN AND TO THE REAL ESTATE AND IMPROVEMENTS WHICH MAKE UP THE LEASED PREMISES.

ARTICLE VI. MAINTENANCE AND OPERATION OF AIRPORT

Section 6.1 Responsibilities of Lessor.

a. Lessor agrees that it will with reasonable diligence prudently improve, and at all times maintain and operate the Airport with adequate, efficient, and qualified personnel and keep it in good repair; will keep the Airport and its aerial approaches free from obstruction and interference for the safe and proper use thereof by Lessee's customers; and will develop, maintain and operate the Airport in all respects in a manner at least equal to the standards established by the FAA and any other governmental agency having jurisdiction thereof, except for conditions beyond the control of Lessor.

b. Lessor agrees that it will comply with and conform to all present and future statutes and ordinances, and regulations promulgated thereunder, of all federal, state and other government bodies of competent jurisdiction which apply to or affect, either directly or indirectly, Lessor or Lessor's operations and activities under this Agreement.

c. Lessor shall be responsible for the maintenance, cleaning, and operation of the Off-Site Improvements, once completed.

Section 6.2 Responsibilities of Lessee.

a. Lessee shall at all times, including during construction of the Project, keep the Leased Premises neat, orderly, sanitary and presentable, and shall cause to be removed from such space, at Lessee's own expense, all toxic, hazardous and non-toxic waste, garbage and rubbish brought on the Leased Premises by Lessee or its agents, suppliers, employees, contractors, guests, and invitees, and it agrees not to deposit the same on any part of Airport, except that Lessee may deposit same temporarily in its Leased Premises or in space designated by Lessor for properly documented collection and removal.

b. Lessee agrees to operate and maintain the Leased Premises in accordance with the Environmental Laws, and with the rules and regulations of the Tennessee State Fire Marshal, the National Fire Protection Association codes, applicable building codes, and commonly accepted industry practice.

c. Lessee further covenants that it will not under any circumstances release or dispose of unused or contaminated fuel, oil, solvents, paint or other petroleum or petrochemical products of any type, whether liquid or solid, or any other material deemed a Hazardous Material, by dumping or burning by fire, either upon or off the Airport premises in any manner or fashion, but shall release or dispose of the same only in accordance with environmentally accepted practices and disposal procedures and practices as set forth above; and shall cause any soil or other portion of Airport premises which has become contaminated by any Hazardous Materials stored or used by Lessee on the Airport premises to be

remediated, decontaminated, detoxified or otherwise cleaned up in accordance with the requirements of cognizant governmental authorities. Lessee's obligations as to Hazardous Wastes upon termination of this Agreement shall be governed by Article IX hereof.

Section 6.3 Emergency Access.

At Lessee's cost, Lessee agrees to provide Lessor with a key or keys to any fire box installed on or about the Leased Premises containing keys or a master key to the Hangars solely for the purpose of providing Lessor with access to the Hangars in the event of an emergency. Said key or keys shall at all times be under the control of Lessor's designated agent. The provisions contained in this section shall not impose on Lessor any obligations to Lessee under this Agreement, nor shall they create any liability of Lessor by virtue of Lessor's having emergency access to the Leased Premises or the Project.

Section 6.4 Lessor's Right to Inspect and Make Repairs.

a. Lessor, by its authorized officers, employees, agents, contractors, subcontractors and other representatives, shall have the right (upon reasonable prior notice, at such times as may be reasonable under the circumstances and with as little interruption of Lessee's operations as is reasonably practicable) to enter upon the Leased Premises, accompanied by an authorized Lessee representative, if practicable, for the following purposes:

b. To inspect such space to determine whether Lessee has complied and is in compliance with the terms and conditions of this Agreement.

c. Upon reasonable advance notice (except in the event of an emergency), to perform such maintenance, cleaning or repair as Lessor reasonably deems necessary, if Lessee fails to perform its obligations under this Article VI, and/or to respond to environmental or other conditions on the Leased Premises for which Lessee is not responsible under this Agreement. It is agreed and understood that Lessor shall not be responsible for any interruption to Lessee's business or for any monetary losses suffered by Lessee associated therewith, and Lessor shall be entitled to recover the reasonable cost of such maintenance, cleaning or repair from Lessee, plus an administrative charge of 15% of such cost from Lessee.

Section 6.5 Alterations and Improvements.

a. Once the Project is completed, Lessee shall make no material alterations, additions, improvements to, or installations on the Leased Premises or the Hangars (e.g., those requiring permits) without the prior written approval of Lessor, which shall not be unreasonably delayed or withheld.

b. All alterations and improvements other than movable personal property, shall at Lessor's option become part of the realty and Lessor may elect to have title vest with Lessor upon termination hereof.

ARTICLE VII. DAMAGE OR DESTRUCTION

Section 7.1 Lessee to Give Notice.

In the event of any damage to or destruction of any improvements on the Leased Premises or any part thereof, Lessee will give written notice thereof to Lessor, generally describing the nature and extent of such damage or destruction.

Section 7.2 Restoration.

In the event of any damage to or destruction of any improvements on the Leased Premises or any part thereof, Lessee shall commence the work of restoring the Improvements and shall, subject to delays beyond the reasonable control of Lessee, prosecute the restoration to completion with all reasonable dispatch, such restoration to be completed, in any event, within twelve (12) months of the date of any damage to or destruction of any improvements on the Leased Premises. The Leased Premises shall be restored to substantially equal or better condition than prior to such damage or destruction. Lessee shall be entitled to utilize the insurance proceeds received from the insurance required under Article VIII hereof for restoration.

Section 7.3 Alternative to Restoration.

In the event of damage to or destruction of any improvements on the Leased Premises during the final year of the Term hereof, Lessee shall have the right to terminate this Agreement by written notice to Lessor provided that the damaged or destroyed improvements, and all refuse, are moved from the Leased Premises at the expense of Lessee within thirty (30) days after the termination of the Term hereof and the Leased Premises is returned to its condition as of the Date of Possession, in which event Lessee shall retain all insurance proceeds.

Section 7.4 Rights of Lessor.

Lessee covenants and agrees with Lessor that no damage or destruction to any building or improvement on the Leased Premises by fire, wind, storm, or any other casualty shall entitle Lessee to surrender possession of the Leased Premises or to terminate this Agreement except as provided in Section 7.3 above, or to violate any of this Agreement's provisions.

ARTICLE VIII. INSURANCE AND INDEMNIFICATION

Section 8.1 Liability Insurance.

Lessee shall maintain in full force at all times during the Term hereof, and during its occupancy of the Leased Premises, a policy or policies of insurance issued by a company authorized to do and doing business in the State of Tennessee and providing such insurance coverage and in such amounts as set forth below in Section 8.4, insuring commercial general liability, including personal injury, accidental death and property damage against losses arising from the negligence or misconduct by Lessee or its assignees or its duly authorized agents or employees under this Agreement.

Section 8.2 Property Insurance.

a. Lessee shall be responsible for providing, at its sole cost, builder's risk insurance during construction of the Project and property insurance upon the completed Hangars, in the amount of the full replacement cost thereof (subject to such deductibles as may be agreed to in advance by Lessor). Such insurance shall be on "Causes of Loss - Special Form" (formerly known as "All-Risk") and shall insure against the perils of fire and extended coverage and other covered perils under the policy. Lessee shall also be responsible for providing at its sole cost, property or other suitable insurance covering any improvements, machinery and equipment, fixtures and furnishings located on the Leased Premises by Lessee.

b. The proceeds of such insurance shall be made available for the use of either Lessor or Lessee, subject to the rights of Lessee's lender, to satisfy any obligation to repair or restore the Hangars under Article VII hereof. In the event of such an insured loss, Lessee shall be responsible for the cost of repair or replacement to the extent of the approved deductible.

c. Lessee agrees to furnish to Lessor policies or certificates of insurance as evidence that such valid insurance is in full force and effect at all times throughout the term of this Agreement. Lessor and its Commissioners, officers and employees shall be named as additional insureds against losses caused by negligence or willful misconduct of Lessee or its agents on each such liability insurance policy and each such policy shall provide that Lessor be given thirty (30) days written notice prior to any cancellation, alteration or non-renewal of the coverage. Failure to maintain such insurance coverage in force shall be cause for termination of this Agreement by Lessor if not supplied within thirty (30) days of written notice to Lessee, as applicable, provided, however that, if at any time Lessee shall fail to obtain and maintain in force the insurance required herein, Lessor may but shall have no obligation to, on written notice to Lessee, obtain such insurance for Lessee's account and obtain reimbursement within thirty (30) days from Lessee.

Section 8.3 Indemnification.

a. Lessee shall indemnify and hold harmless, and defend Lessor and its Commissioners, officers and employees from and against any or all liability or loss, cost or expense, including any judgments, fines, penalties, damages, assessments, indemnities or contributions, and the reasonable fees of attorneys, auditors and consultants, arising out of or in connection with, or pertaining to the performance by Lessee or its officers, agents, and employees of any of their respective obligations under the Lease. Nothing contained herein shall require Lessee to indemnify any indemnified party for any damages to the extent resulting from the gross negligence or willful misconduct of Lessor or the agents, servants or employees of Lessor.

b. Lessor shall give to Lessee prompt and timely notice of any such claims or actions. Lessor shall be entitled to designate counsel, subject to the approval of Lessee, to represent Lessor in connection with matters covered by the provisions of this Section, and said provisions shall survive the expiration or early termination of this Agreement.

c. Lessee agrees to insure the above contractual obligation to Lessor; Lessee and its insurer, or either of them, shall have the right to compromise and defend all claims, actions, suits or proceedings to the extent of Lessee's interest therein; and in connection therewith, the parties hereto agree to cooperate fully with each other and with Lessee's insurer in the defense thereof.

Section 8.4 Lessee Insurance Requirements.

a. Lessee shall maintain in force at all times during the term of the Lease or during the occupancy of the Leased Premises, insurance coverage with an insurance carrier reasonably acceptable to Lessor, and licensed to do business in the State of Tennessee. Lessee agrees to carry the following coverages:

- (1) Worker's Compensation as required by law.
- (2) Employer's Liability with minimum statutory limit.

b. In addition to the above, Lessee shall provide the following policies which shall name Lessor and its Commissioners, officers, employees and agents as additional insureds against losses caused by negligence or misconduct of Lessee or its agents:

(1) Commercial Liability Insurance with additional coverage for Aviation Premises Liability including Products/Completed Operations Liability and Personal Injury and Advertising Injury Liability, which shall have limits of no less than Two Million Dollars (\$2,000,000) each occurrence.

(2) Hangarkeepers' Liability which shall have a limit of no less than Two Million Dollars (\$2,000,000) each occurrence.

(3) Vehicle Liability Insurance with Two Million Dollars (\$2,000,000) Combined Single Limit for bodily injury and property damage (insuring the use of owned, non-owned and hired vehicles and employee non-ownership use).

(4) Aircraft Liability, with limits of Five Million Dollars (\$5,000,000.00).

Lessee agrees to require all contractors, vendors and suppliers performing work or services for Lessee to insure their vehicles for a minimum of Two Million Dollars (\$2,000,000) each occurrence for bodily injury and property damage for work or services performed at the Airport.

c. In the event of a breach of the above insurance provision, if such failure is not corrected or cured within thirty (30) consecutive days following such breach, Lessor shall have the right to terminate this Agreement and to repossess said Leased Premises and hold the same as if this Agreement had not been made or issued.

d. All policies of insurance required from Lessee shall, to the extent obtainable, provide that any loss shall be payable to the claimant notwithstanding any act of negligence of Lessee which might otherwise result in a forfeiture of said insurance. Said policy or policies shall provide that they will not be reduced, allowed to lapse or canceled for any reason without thirty (30) days prior written notice to Lessor. Lessee shall furnish Lessor during the term hereof with proper certificate or certificates evidencing that such insurance is continuously in force. These certificates of insurance must be provided prior to Lessee occupying the Leased Premises.

e. It is agreed and understood Lessee is to bear 100% of the risk of loss or damage to its or its customers' aircraft while on the Leased Premises (unless and to the extent any such loss or damage is caused by the negligence or willful misconduct of Lessor or its agents), and Lessee shall be solely responsible for providing insurance coverage for its aircraft when on the Leased Premises and/or in the Hangars. It is further understood and agreed that Lessor does not carry hangarkeeper's liability insurance with limits of coverage sufficient to cover the cost of Lessee's or their customers' Aircraft should such an aircraft suffer damage or destruction while on the Leased Premises, and Lessor does not intend to provide any insurance protection for such aircraft, which will remain the sole responsibility of Lessee.

f. In addition, Lessee agrees to hold harmless Lessor as respects diminution of value of Lessee's or its customers' Aircraft and loss of use of such Aircraft from aircraft damage resulting from Lessee's use of the Leased Premises (unless and to the extent any such loss or damage is caused by the negligence or willful misconduct of Lessor or its agents).

ARTICLE IX. ENVIRONMENTAL MATTERS

Section 9.1 Compliance with Environmental Laws.

Lessee shall at all times, at its own cost and expense, comply with all Environmental Laws relating to the use, analysis, management, handling, generation, storage, sale, disposal or transportation of any Hazardous Materials.

Section 9.2 Notice to Lessor.

Lessee shall give written notice to Lessor as soon as is practicable and in no event later than three (3) business days after the date on which Lessee learns or first has reason to believe that:

- a. There has or will come to be located on or about the Premises any Hazardous Material, the management, generation, transportation, storage, use or handling of which requires a permit, license or approval from, or notice to or registration with any federal, state or local governmental agency.
- b. Any release, discharge or emission of any Hazardous Material has occurred on or about the Premises.
- c. Any (i) enforcement, cleanup, removal or other governmental or regulatory action has been threatened or commenced against Lessee or with respect to the Leased Premises pursuant to any Environmental Laws; or (ii) any claim has been made or threatened by any person or entity against Lessee or the Leased Premises on account of any alleged loss or injury claimed to result from the alleged presence or release on the Premises of any Hazardous Material; or (iii) any report, notice or complaint has been made to or filed with any governmental agency concerning the presence, use or disposal of any Hazardous Materials on the Leased Premises.

Section 9.3 Termination; Indemnification; Certification.

- a. Upon the Expiration Date, Lessee shall promptly, in full compliance with all applicable law, including but not limited to Environmental Law, (i) cause all Hazardous Materials previously owned, stored or used by Lessee to be safely removed from the Leased Premises and properly disposed of in one or more duly permitted facilities; (ii) unless otherwise agreed to by Lessor, remove any and all aboveground or underground storage tanks or other containers installed by Lessee to store and/or dispense any Hazardous Materials on the Leased Premises, and repair any damage to the Leased Premises caused by such removal; (iii) with respect to any and all aboveground or underground storage tanks owned by Lessor but used by Lessee for storage or distribution of Hazardous Materials, have such tanks inspected and certified as being in full compliance with applicable Environmental Law, and to the extent required by Lessor, provide a temporary or permanent Certificate of Closure for each such tank. In the event such a tank is closed temporarily, but not permanently, all leak-detection and corrosion protection systems, as well as, any other regulatory requirements under Environmental Law for temporarily out-of-service tanks, must be met and remain in place and be fully operational at the time Lessee surrenders the Leased Premises to Lessor; and (iv) cause any soil or other portion of the Leased Premises that has become contaminated by any Hazardous Materials stored or used by Lessee on the Leased Premises to be decontaminated, detoxified or otherwise cleaned up in accordance with the requirements of cognizant governmental authorities; and (v) (notwithstanding paragraph 1.9.4 of the Rules and Regulations) surrender possession of the Leased Premises to Lessor at a level of cleanliness in no event less than levels of the applicable state governmental cleanup standards attributable to each and every Hazardous Material generated or used by Lessee or stored or disposed of by any party other than Lessor or its agents,

contractors or permittees in or on the Leased Premises during the term of this Agreement; provided, further, that nothing in this Section shall diminish Lessor's indemnity rights (as set forth in Section 9.2.b) or allow, permit or otherwise result in the material reduction in value, for purposes of leasing, financing or sale of Lessor's property included in the Leased Premises, and provided further that no restrictions on the use of said property or other institutional controls shall be imposed as a result of an action or inaction by Lessee, or by any local, state or federal authorities.

b. Lessee shall indemnify Lessor, defend with counsel reasonably acceptable to Lessor (which counsel may be provided by Lessee's liability carrier), and hold Lessor free and harmless from any liabilities, damages, claims, penalties, fines, settlements, causes of action, costs or expense, including reasonable attorneys' fees, environmental consultant and laboratory fees and the costs and expense of investigation and defending any claims or proceedings, resulting from or attributable to any of the following circumstances if they arise from or relate to the acts or omissions of Lessee or its employees, contractors, agents, licensees or invitees: (i) the presence, disposal, release or threatened release of any Hazardous Material that is on, from or affecting the Leased Premises including the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to the Hazardous Material; (iii) any lawsuits or administrative order relating to the Hazardous Material; or (iv) any violation of any laws applicable to the Hazardous Material.

c. Lessee's indemnification obligations under this Section shall survive the expiration or sooner termination of the term of this Agreement.

d. Lessor, without affirmatively assuming any liability for pre-existing conditions, hereby releases Lessee from any claim by Lessor to the extent arising from or out of environmental conditions on the Leased Premises which pre-existed at Lessee's Date of Beneficial Occupancy under this Agreement, excepting from the release, however, any claim arising from or out of such environmental condition which is negligently aggravated or exacerbated by the action or inaction of Lessee or Lessee's agent, servants or employees.

ARTICLE X. ASSIGNMENT OR SUBLEASE

Section 10.1 General.

Lessee shall not assign this Agreement in whole or in part, nor sublease all or any part of the Leased Premises, nor permit other persons to occupy the Leased Premises or any part thereof, nor grant any license or concession for all or any of the Leased Premises, without prior written approval of Lessor.

Section 10.2 Lessee Responsible.

No assignment, transfer, conveyance or sublease by Lessee shall relieve Lessee of its responsibility for payment of rent and performance of all other obligations provided in this Agreement, without specific written consent by Lessor to such relief. Lessee further covenants that it will include provisions in any sublease or assignment document requiring the assignee to comply with the terms and provisions of this Agreement.

Section 10.3 Consent.

Consent by Lessor to any type of transfer provided for by this Article X shall not in any way be construed to relieve Lessee from obtaining further consent for any subsequent transfer or assignment of any nature whatsoever.

Section 10.4 Transaction Costs.

Lessee agrees to reimburse Lessor for any and all reasonable legal, administrative or other expenses or costs related to any assignment approved hereunder. Lessee will pay such costs and expenses immediately and directly to Lessor upon execution of the documents necessary to conclude the transaction.

ARTICLE XI. DEFAULTS

Section 11.1 Generally.

In addition to the right of Lessor to terminate this Agreement as set forth in Section 12.1, Lessor shall have the right to terminate this Agreement immediately upon the occurrence of any one or more of the following circumstances, which termination shall be accomplished by written notice to Lessee setting forth the effective date of termination:

a. In the event that there is any default in performance of any obligation by Lessee hereunder, including the payment of any amount due hereunder, and such default continues for thirty (30) days following written notice by Lessor to Lessee or if Lessee violates the Minimum Standards for Fixed Base Operators found in Title 9, Chapter 14 of the Municipal Code of Lessor, as amended from time to time, and such violation is not cured within thirty (30) days following written notice by Lessor to Lessee.

b. Upon receipt by Lessor of notice of cancellation or nonrenewal of Lessee's insurance, or upon receipt of notice of reduction of Lessee's insurance below the limits required herein. Lessee shall have a period of thirty (30) days within which to replace said insurance or restore it to the required limits; and Lessee's failure to do so within the said period shall constitute ground for termination and Lessee shall be required to cease all operations immediately.

c. Within a reasonable time after receiving notice of the filing of any involuntary petition of bankruptcy against Lessee and failure of Lessee to have the same dismissed within ninety (90) days; the occurrence of any act which operates to deprive Lessee permanently of the right, powers and privileges necessary for the proper conduct and operation of the Leased Premises as contemplated hereby; or, the levy of any attachment or execution which substantially interferes with Lessee's operation under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.

d. Issuance by any Court of competent jurisdiction of any injunction substantially restricting Lessee's activities and the continuation of the injunction, whether permanent or temporary, for a period of thirty (30) days.

Upon the occurrence of any of the foregoing circumstances, Lessor shall be entitled to exercise its rights under the letter of credit or other security provided pursuant to Section 4.1(e) in addition to the termination rights described above.

Lessor shall have in addition all rights and remedies as may be provided to landlords by law or equity.

ARTICLE XII. TERMINATION BY LESSOR

Section 12.1 Events Permitting Termination by Lessor.

Lessor shall have the right to terminate this Agreement as to any portion of the Leased Premises needed for approved Airport expansion but only to the extent required by the FAA, provided Lessor gives three hundred and sixty-five (365) days advance written notice (or less time if specifically dictated by the FAA) to Lessee of the need to reclaim the Leased Premises for approved Airport expansion, and purchases from Lessee any improvements on the Leased Premises at fair market value. In such event, Lessor shall offer to Lessee an alternative site with similar operating area, with access to Airport facilities, and upon lease terms no different from the terms of this Agreement, provided that the duration of the replacement lease may be modified upon written agreement of the parties.

ARTICLE XIII. ENCUMBRANCE OF LEASEHOLD AND FEE ESTATE

Section 13.1 Lessee's Right to Encumber.

With the prior written approval of Lessor, which shall not be unreasonably withheld, delayed or conditioned, and after Lessor has had adequate time to review any documents related to Lessee's right to encumber the Leased Premises or the Hangars, Lessee may encumber all or any portion of its interest in the Leased Premises, the Hangars, this Agreement and the leasehold estate hereunder by deed of trust, mortgage, deed to secure debt or other security instrument (herein, a "Mortgage"); provided that the beneficiary or holder of any such Mortgage (herein, a "Mortgagee") shall have agreed to provide default notices to Lessor and Lessee simultaneously. Except as provided elsewhere in this Article XIII, each such Mortgage and any other security instrument in favor of a Mortgagee (a) shall be subject and subordinate to all rights and interests of Lessor herein and shall only secure debt incurred to finance improvements to the Leased Premises, including the Hangars, (b) shall be a lien on only Lessee's interests in and to the Leased Premises, the Hangars, this Agreement, the leasehold estate hereunder and any rents, revenues and profits related thereto and any personal property, equipment and other assets of Lessee, (c) shall not be a lien on Lessor's fee simple interest in the Leased Premises or reversionary interest in the Hangars, and (d) shall not afford to a Mortgagee, or anyone claiming by, through or under a Mortgagee, any greater rights hereunder than Lessee has under this Agreement other than certain rights as set forth in a subordination, non-disturbance and attornment agreement to be executed by Lessor, Lessee, and such Lender. Lessee shall deliver to Lessor copies of all documents recorded to evidence any and all Mortgages and all notices of default received by Lessee from any Mortgagee and, as stated above, each Mortgagee shall be required to provide copies of default notices to Lessor simultaneously with providing the same to Lessee.

Section 13.2 Lessee's Obligations.

Lessee covenants and agrees to pay, or cause to be paid, the indebtedness secured by any Mortgage when the same shall become due and payable and to perform, when such performance is required, all obligations of the grantor or mortgagor thereunder. Lessee further agrees not to suffer or

permit any default to occur and continue under any Mortgage beyond the expiration of any applicable cure period. Lessee shall cause a true, complete and correct copy of each recorded Mortgage, together with written notice containing the name and post office address of the corresponding Mortgagee, to be delivered to Lessor.

Section 13.3 Enforcement of Rights of Mortgagees.

A Mortgagee may enforce its rights under its Mortgage and acquire title to Lessee's interest in the Leased Premises, the Hangars, this Agreement and the leasehold estate hereunder in any lawful way, and upon foreclosure or other enforcement of such Mortgage, take possession of the Leased Premises; subject, however, to the terms, provisions and conditions of this Agreement. During such time as such Mortgagee or any successor in interest is the owner and holder of Lessee's interest in the Leased Premises, the Hangars, this Agreement and the leasehold estate hereunder, whether by foreclosure or otherwise, such interests acquired hereunder shall be subject to all of the terms, conditions and provisions of this Agreement. A Mortgagee shall not become personally liable for any of Lessee's obligations under this Agreement unless and until such Mortgagee becomes the owner of the leasehold estate by foreclosure, exercise of a power of sale, assignment in lieu of foreclosure or exercise of a power of sale or otherwise, and thereafter such Mortgagee shall remain liable for such obligations only so long as it remains the owner of the leasehold estate. If a Mortgagee becomes the owner of the leasehold estate, such Mortgagee may assign this Agreement without the prior written consent of Lessor provided that the assignee of such Mortgagee agrees to be bound by the terms of this Agreement and agrees to operate the Hangars pursuant to the "Use" provisions hereof.

Section 13.4 Rights of Recognized Mortgagees.

Any Mortgagee may give notice to Lessor of the name and address of such Mortgagee (such Mortgagee is sometimes referred to herein as a "Recognized Mortgagee"), and if such notice is given, such Recognized Mortgagee shall have the rights provided in Section 13.6.

Section 13.5 Modification of Agreement, Etc.

So long as any Mortgage held by a Recognized Mortgagee remains outstanding and unsatisfied of record, no modification or amendment of this Agreement, waiver of any right hereunder, or surrender, acceptance of surrender or cancellation hereof by Lessee shall be of any force or effect unless approved or consented to in writing by such Recognized Mortgagee, and all such acts shall be null and void if done while such Mortgage remains outstanding and unsatisfied of record unless such approval or consent is obtained.

Section 13.6 Notice and Cure Rights of Recognized Mortgagees.

Lessor shall provide to each Recognized Mortgagee a copy of each notice of default by Lessee at the same time as and whenever any such notice of default shall thereafter be given by Lessor to Lessee, addressed to such Recognized Mortgagee at its address last furnished to Lessor. No such notice by Lessor to Lessee hereunder shall be deemed to have been duly given unless and until a copy thereof has been served on such Recognized Mortgagee in the manner provided in this Agreement. Lessor further agrees that:

a. Such Recognized Mortgagee shall (subject to unavoidable delays) upon receipt of a notice of default hereunder have a period of additional thirty (30) days within which to cure or correct such default (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if such Recognized Mortgagee has commenced such cure within such additional thirty

(30) day period and is diligently pursuing to completion the remedies or steps necessary to cure or correct such default, but in no event more than ninety (90) additional days without Lessor's prior written consent). If Lessee defaults with respect to the performance of its obligations hereunder, such Recognized Mortgagee shall have the right to remedy such default or cause the same to be remedied within the period described above and otherwise as provided herein. Lessor will accept performance by any such Recognized Mortgagee of any covenant, condition or agreement on Lessee's part to be performed hereunder with the same force and effect as though performed by Lessee. No event of default with respect to the performance of work required to be performed, or asked to be done, or conditions to be remedied, shall be deemed to exist, so long as any such Recognized Mortgagee shall, in good faith, have commenced promptly to cure such matter and to prosecute the same to completion with diligence and continuity under the terms hereof.

b. The time of any Recognized Mortgagee to cure any default by Lessee that reasonably requires that said Recognized Mortgagee be in possession of the Leased Premises to do so shall be deemed extended to include the period of time required by said Recognized Mortgagee to obtain such possession (by foreclosure or otherwise) with due diligence; provided, however, that such Recognized Mortgagee shall have delivered to Lessor its written commitment to cure outstanding defaults reasonably requiring possession of the Leased Premises; and further provided that during such period all other obligations of Lessee under this Agreement, including payment of rent, shall be duly performed.

c. No provision of this Agreement shall be construed or interpreted as obligating any Mortgagee to undertake to cure or correct any default of Lessee hereunder.

ARTICLE XIV. REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 14.1 By Lessor.

Lessor represents, warrants and covenants to Lessee as follows:

a. That Lessor has no knowledge of any pending or threatened litigation, claim, investigation or condemnation against, relating to or affecting the Leased Premises, or Lessee's rights under this Agreement; and

b. That the Leased Premises are properly zoned for the operation of the Hangars.

Section 14.2 By Lessee.

Lessee represents, warrants and covenants to Lessor as follows:

a. That Lessee is a duly organized, validly existing limited liability company, is in good standing under the laws of the state of Tennessee, and has all requisite power and authority necessary to enter into and carry out the provisions of this Agreement;

b. That Lessee will comply with all laws, rules, regulations, ordinances and orders, federal, state and local, that relate to or affect Lessee's use and occupancy of the Leased Premises or Lessee's rights therein; and

c. That Lessee shall not commit nor suffer to be committed any waste upon the Leased Premises or any nuisance or act or thing that may disturb the quiet enjoyment of other tenants, if any, of the land adjoining the Leased Premises.

d. That the execution and delivery by Lessee of this Agreement, and the performance of its obligations hereunder, will not violate any existing law or regulation or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which Lessee is a party or by which it or any of its property is bound or any charter, operating agreement or any of the rules or regulations applicable to Lessee, or its property or any decree or order of any court or other governmental body; and

e. That no instrument, document or agreement, including this Agreement, to which Lessee is a party or by which it or its properties may be bound or affected materially adversely affects, or may reasonably be expected so to affect, the business, operations, property or financial condition of Lessee as it relates to Lessee's obligations under this Agreement.

ARTICLE XV. GENERAL PROVISIONS

Section 15.1 Minimum Standards.

a. Lessee shall observe and obey the Minimum Standards of Lessor, and as same may be amended from time to time during the term hereof, as well as any other rules, policies, executive orders or directives which may from time to time be promulgated by Lessor governing conduct on and operations at the Airport and use of its facilities; provided, however, such amendment or other rules, policies, executive orders or directives shall not unreasonably restrict or hinder Lessee's use of the Leased Premises unless such amendment or other rules, policies, executive orders or directives are imposed upon Lessor by federal or state law, rule or regulation.

b. Lessee shall not violate, nor knowingly permit its agents, contractors, or employees or others acting on Lessee's behalf to violate any of the Minimum Standards.

Section 15.2 Compliance with Law.

a. Lessee shall not use the Leased Premises or any part thereof, or permit the same to be used by any of its employees, officers, agents, subtenants, contractors, invitees or licensees in a manner to constitute a public or private nuisance, or for any illegal purposes, and shall, at all times during the term of this Agreement, comply with all applicable ordinances and laws of any city, county or state government or of the United States Government, and of any political division or subdivision or agency, authority or commission thereof which may have jurisdiction to pass laws or ordinances or to make and enforce rules or regulations with respect to the use hereunder of the Leased Premises, and Lessee's operations therein.

b. At all times during the term of this Agreement, Lessee shall, in connection with its activities and operations at the Airport:

(i) Comply with and conform to all present and future statutes and ordinances, and regulations promulgated thereunder, of all federal, state and other government bodies of competent jurisdiction which apply to or affect, either directly or indirectly, Lessee or Lessee's operations and activities under this Agreement, including maintaining in current status any federal, state or local licenses and permits required for the operation of Lessee's business.

(ii) Make all nonstructural improvements, repairs and alterations to the Leased Premises (subject to prior written approval of Lessor), equipment and personal property which are required to comply with or conform to any of such statutes and ordinances.

(iii) Be and remain an independent contractor with respect to all installations, construction, and services performed by or on behalf of Lessee hereunder.

(iv) Pay, or guarantee payment of all lawful fines and penalties as may be assessed by Lessor or against Lessor for violations of federal, state or local laws, ordinances, rules or regulations, or Airport Rules and Regulations, by Lessee or its employees, agents or invitees, within thirty (30) days of written notice of such fines or penalties.

c. Lessee hereby acknowledges that this Agreement shall be subordinate to the provisions of any existing and future agreements (including, without limitation, grant agreements) between Lessor and the United States of America and the State of Tennessee (together with their boards, agencies, or commissions) relative to the operation or maintenance of the Airport, the execution of which have been, or will be, required as a condition to the expenditure of Federal or State funds for the development of the Airport.

Section 15.3 Nondiscrimination.

Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (i) no person on the grounds of race, color, national origin, religion, disability, sex or age shall be excluded from participation in, denied the benefits of or otherwise subjected to discrimination in the use of the Leased Premises, (ii) in the construction of any improvements on, over or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, religion, disability, sex or age shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination, and (iii) Lessee shall use the Premises and the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

Section 15.4 Notices.

a. Notices required herein may be given by (i) nationally recognized overnight courier service, (ii) by hand delivery or (iii) registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid. Any such notice so mailed shall be presumed to have been received by the addressee three business days after deposit of same in the mail or upon receipt if delivered by hand delivery or one business day after delivery to a nationally recognized overnight service. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

(1)	Lessor:	City of Morristown, TN 100 West First North Street P.O. Box 1499 Morristown, TN 37816 Attention: Mayor
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With a copy to:
Morristown Airport Commission
100 West First North Street
P.O. Box 1499
Morristown, TN 37816
Attention: Chairman

(2) Lessee: Southeast Industrial, LLC
800 West Morris Boulevard
Morristown, TN 37813
Attention: President

b. If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified above.

Section 15.5 Successors and Assigns Bound.

This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

Section 15.6 Governing Law; Jurisdiction and Venue.

This contract shall be governed by the laws of Tennessee; and any disputes arising out of or related to this contract shall be resolved in accordance with said laws. The parties agree that any action or legal proceeding arising out of or related to this contract shall be brought in the state courts or in the federal court in the district where the Airport is located; and the parties hereby consent to and waive any objection to jurisdiction or venue in said courts.

Section 15.7 Quiet Enjoyment.

Lessee shall, upon its compliance with the terms, covenants, conditions and obligations on the part of Lessee to be performed and complied with hereunder, peaceably have and enjoy the rights, uses and privileges of the Leased Premises.

Section 15.8 Nonliability of Agents and Employees.

No officer, commissioner, agent or employee of Lessor or the Commission shall be charged personally or held contractually liable by or to Lessee under any term or provision of this Agreement or because of any breach thereof or because of its or their execution or attempted execution hereof.

Section 15.9 Nonwaiver of Rights.

No waiver of default by either party of any of the terms, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept and observed by the other party.

Section 15.10 Severability.

If one or more clauses, sections or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby.

Section 15.11 Headings.

The headings of the several articles and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 15.12 Incorporation of Exhibits.

All exhibits referred to in this Agreement are intended to be and hereby are specifically made a part of this Agreement.

Section 15.13 Time of Essence.

It is specifically agreed that the performance of every term, covenant and condition hereof is of the essence of this Agreement.

Section 15.14 Entire Agreement; Amendment.

This Agreement, together with all exhibits attached or to be attached hereto, constitutes the entire agreement between the parties hereto as to the lease of the Leased Premises, and all other representations or statements heretofore made, verbal or written, are merged herein; and this Agreement may be amended only by a writing executed by duly authorized representatives of the parties hereto.

Section 15.16 No Joint Venture.

The relationship of the parties shall at all times be that of independent contractors, and nothing herein shall be deemed to create any joint venture, partnership or other such relationship between the parties. Neither party shall be liable for any acts or omissions of the other party, or its agents, servants, employees or independent contractors, or for any condition resulting from the operations or activities of any such party or concessionaire, such party's agents, servants, employees or independent contractors, or for any damage resulting from the operations or activities of such party's agents, employees or independent contractors either to each other or to any other person.

Section 15.16 References to Lessor.

All references herein to Lessor shall include both the City of Morristown, Tennessee and the Morristown Airport Commission unless the context clearly requires otherwise, provided that any consent of Lessor required hereunder may be given by a duly authorized representative of the City of Morristown, Tennessee.

IN WITNESS WHEREOF, the parties have executed this Agreement or caused it to be executed by their respective duly authorized officers as of as of the _____ day of _____, 2020.

LESSOR:

CITY OF MORRISTOWN, TENNESSEE

By: _____
Mayor

MORRISTOWN AIRPORT COMMISSION

By: _____
Chairman

LESSEE:

SOUTHEAST INDUSTRIAL, LLC

By: _____
Kenny Noah, Managing Member

EXHIBIT A

AGREEMENT CONCERNING DATE OF BENEFICIAL OCCUPANCY

This Agreement is entered into as of the ____ day of _____, ____, by and between the CITY OF MORRISTOWN, TENNESSEE, a municipality of the State of Tennessee ("Lessor"), the MORRISTOWN AIRPORT COMMISSION, a board created by Lessor to operate the Airport referenced herein ("Commission"), and SOUTHEAST INDUSTRIAL, LLC, a Tennessee limited liability company ("Lessee"), for the purpose of establishing the "Date of Beneficial Occupancy" of the "Leased Premises" as those terms are discussed in the Ground Lease Agreement between Lessor, Lessee and Commission, dated as of the ____ day of _____, 2020 (the "Agreement").

In accordance with the terms of Article I, paragraph c. of the Agreement, Lessor, Lessee and Commission agree that the Date of Beneficial Occupancy is _____, 2020.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of Lessor, Lessee and Commission by their respective, duly authorized officers on the dates appearing opposite their signature.

LESSOR:

CITY OF MORRISTOWN, TENNESSEE

By: _____
Mayor

MORRISTOWN AIRPORT COMMISSION

By: _____
Chairman

LESSEE:

SOUTHEAST INDUSTRIAL, LLC

By: _____
Kenny Noah, Managing Member

EXHIBIT “A”

TAXIWAY DESIGN PROJECT

Date: _____

Scope of Services TAXIWAY DESIGN PROJECT:

The OWNER has identified a need for a pavement surface to facilitate aircraft hangar construction at the Morristown Regional Airport. Services to be provided include the design and construction phase services for the Taxiway Design Project. Included are all necessary stakeholder coordination, permitting assistance (TDEC, City of Morristown Grading Permit), progress meetings, and FAA standards compliance for safety. Specific tasks for compensation are as listed below.;

- FAA standard compliant geometry and grading plan sealed by a Tennessee Professional Engineer for the taxiway
- Digital CAD files for the taxiway
- FAA pavement design for Group II aircraft utilizing bituminous asphalt pavement
- Provide asphalt, crushed aggregated base, earthwork, top soiling, seeding and mulching, erosion control device specifications, and other specifications required to complete the work
- Siting locations and finished floor elevations based on building heights provided by others for three aircraft hangars meeting FAA airspace and geometry requirements
- Site stormwater management plan meeting all applicable regulations
- TDEC erosion control (SWPPP) plans and narrative
- City of Morristown grading permit
- City of Morristown/TDEC coordination for existing injection well permitting
- Attend two design review meetings

The OWNER will provide the overall management of the project. The OWNER will be responsible for the primary coordination between the ENGINEER and the construction team. The ENGINEER will be responsible for the design of the site improvements and construction services as provided below.

The ENGINEER will provide the primary construction phase services to include construction reviews for products and materials to be incorporated into the project and conduct periodic site visits during construction, provide continuous onsite inspection when necessary, and participate in final inspection. Inspection personnel will be provided for this project from the Knoxville office with actual charges being based on the hourly rate until the Not to Exceed limit has been reached.

Any additional services that may be needed that are outside the scope of services or manhour allotments described above shall be compensated for in a separate agreement if necessary.

TIME OF PERFORMANCE:

<u>Task</u>	<u>Estimated Time to Completion following NTP</u>
• Notice to Proceed	To Be Determined
• Survey	Completed
• Preliminary Design Submittal and Review	14-days following Notice to Proceed
• Final Design Submittal and Review	30-days following Notice to Proceed
• Construction	October 2020
• Construction Duration	Estimate 60 Days
• Final Inspection	To Be Determined

Compensation:

• Basic Services – Design (Lump Sum)	\$ 18,012.00
• Basic Services – Stormwater/SWPPP (Lump Sum)	\$ 11,530.00
• Special Services – Construction Services/ Geotechnical (Not to Exceed)	\$ 17,014.00

TOTAL NOT TO EXCEED **\$46,556.00**

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

OWNER:
CITY OF MORRISTOWN

ENGINEER:
MICHAEL BAKER INTERNATIONAL, INC.

Title:

Title: Vice President

Date: _____

Date: _____

ATTACHMENT B-1

ENGINEER'S ESTIMATE OF COMPENSATION
BASIC SERVICES
MORRISTOWN REGIONAL AIRPORT
MORRISTOWN, TN
TAXIWAY DESIGN PROJECT

Phase / Activity

Hours Labor Rate Total

1. DESIGN

Labor

Project Manager	4	\$168.00	\$672.00
Senior Engineer	16	\$135.00	\$2,160.00
Engineer	40	\$114.00	\$4,560.00
Designer	60	\$90.00	\$5,400.00
CADD Technician	60	\$75.00	\$4,500.00
Secretary/Technical Assistant	8	\$65.00	\$520.00
			<u>\$17,812.00</u>

Expenses

Travel to/ from Airport:	\$200.00
Printing, Copying, Postage & Shipping	\$0.00
	<u>\$200.00</u>

Sub-Total Design

\$18,012.00

Phase / Activity

Hours Labor Rate Total

2. STORMWATER MANAGEMENT AND SWPPP

Labor

Project Manager	4	\$168.00	\$672.00
Senior Engineer	16	\$135.00	\$2,160.00
Engineer	32	\$114.00	\$3,648.00
Designer	32	\$90.00	\$2,880.00
CADD Technician	20	\$75.00	\$1,500.00
Secretary/Technical Assistant	8	\$65.00	\$520.00
			<u>\$11,380.00</u>

Expenses

Travel to/ from Airport:	\$0.00
Printing, Copying, Postage & Shipping	\$150.00
	<u>\$150.00</u>

Sub-Total Stormwater and Environmental

\$11,530.00

ATTACHMENT B-1

**ENGINEER'S ESTIMATE OF COMPENSATION
BASIC SERVICES
MORRISTOWN REGIONAL AIRPORT
TAXIWAY DESIGN PROJECT**

Phase / Activity

Hours

Labor Rate

Total

3. CONSTRUCTION SERVICES AND GEOTECHNICAL

Labor

Project Manager	8	\$168.00	\$1,344.00
Senior Engineer	4	\$135.00	\$540.00
Engineer	60	\$114.00	\$6,840.00
Designer	8	\$90.00	\$720.00
CADD Technician	4	\$75.00	\$300.00
Secretary/Technical Assistant	8	\$65.00	\$520.00
			<u>\$10,264.00</u>

Expenses

Geotechnical Subconsultant (Plus 5% Administrative Fee)			\$6,000.00
Travel to/ from Airport :			<u>\$750.00</u>
			\$6,750.00

Sub-Total Special Services

\$17,014.00

BASIC SERVICES - TOTAL LUMP SUM COMPENSATION

\$46,556.00

EXHIBIT C
BILLING RATES

CONFIDENTIAL

2020 SCHEDULE OF FEES

CLASSIFICATION	HOURLY RATES
Office Personnel	
Principal	\$ 179.00
Project Manager	\$ 168.00
Senior Engineer/Architect/Planner/Environmental	\$ 135.00
Engineer/Architect/Planner/Environmental	\$ 114.00
Designer	\$ 90.00
Technician (CAD)	\$ 75.00
Technical Assistant (Clerical)	\$ 65.00

***NOTE:**

1. The hourly rates shown above include direct salary cost, labor overhead, general and administrative overhead, and profit. These rates shall remain valid until December 31, 2020. Direct non-salary expenses such as travel, subsistence, construction vehicle, printing, etc. are not included.
2. Field Representative construction personnel are billed per individual, based on their direct labor cost, plus overhead and profit.

REIMBURSABLE EXPENSES

Other expenses that are properly accountable to the work will be invoiced as follows:

- Travel by private vehicle at the then current approved IRS rate per mile.
- Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.
- In-house printing, reproduction and photography at commercial rates.

LAND ACQUISITION STUDY

Date: 01OCT20

TAD No. 32-555-0168-21
(Project Identification No.)

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the **City of Morristown** (OWNER) and **Michael Baker International, Inc.** (ENGINEER) dated **December 31, 2017**.

Scope of Services LAND AQUISISITON STUDY:

OWNER in conjunction with the Tennessee Department of Transportation, Aeronautics Division, has requested land appraisals and environmental assessments to facilitate the purchase of approximately 2.87 Acres of land for a proposed parallel taxiway relocation. Several property owners encompass this area. The area of interest is shown on Attachment A.

1. SERVICES

ENGINEER shall perform all land appraisal and Phase I Environmental Site Assessments due diligence as a complete package and accepted by TAD and other regulatory agencies. This includes all preparation work including drawings, reports, narratives, forms, and any other required work to complete the project in whole. A final summary report with findings and land valuations will be provided to the OWNER at project completion. ENGINEER will file all required documents.

TIME OF PERFORMANCE:

<u>Task</u>	<u>Estimated Time</u>
• Design Kickoff	October 12th, 2020
• Appraisals Completed	January 2021
• Phase I Environmental Assessments Completed	January 2021

*Compensation:

• Land Appraisals – (Lump Sum)	\$ 33,406.00
• Level I Environmental Impact Statements – (Lump Sum)	\$ 39,616.00
• Grant Assistance, Meetings, and Coordination – (Not to Exceed)	\$ 11,442.00

TOTAL NOT TO EXCEED **\$ 84,464.00**

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

OWNER:
CITY OF MORRISTOWN

ENGINEER:
MICHAEL BAKER INTERNATIONAL, INC.

Name Printed

Name Printed

Signature

Signature

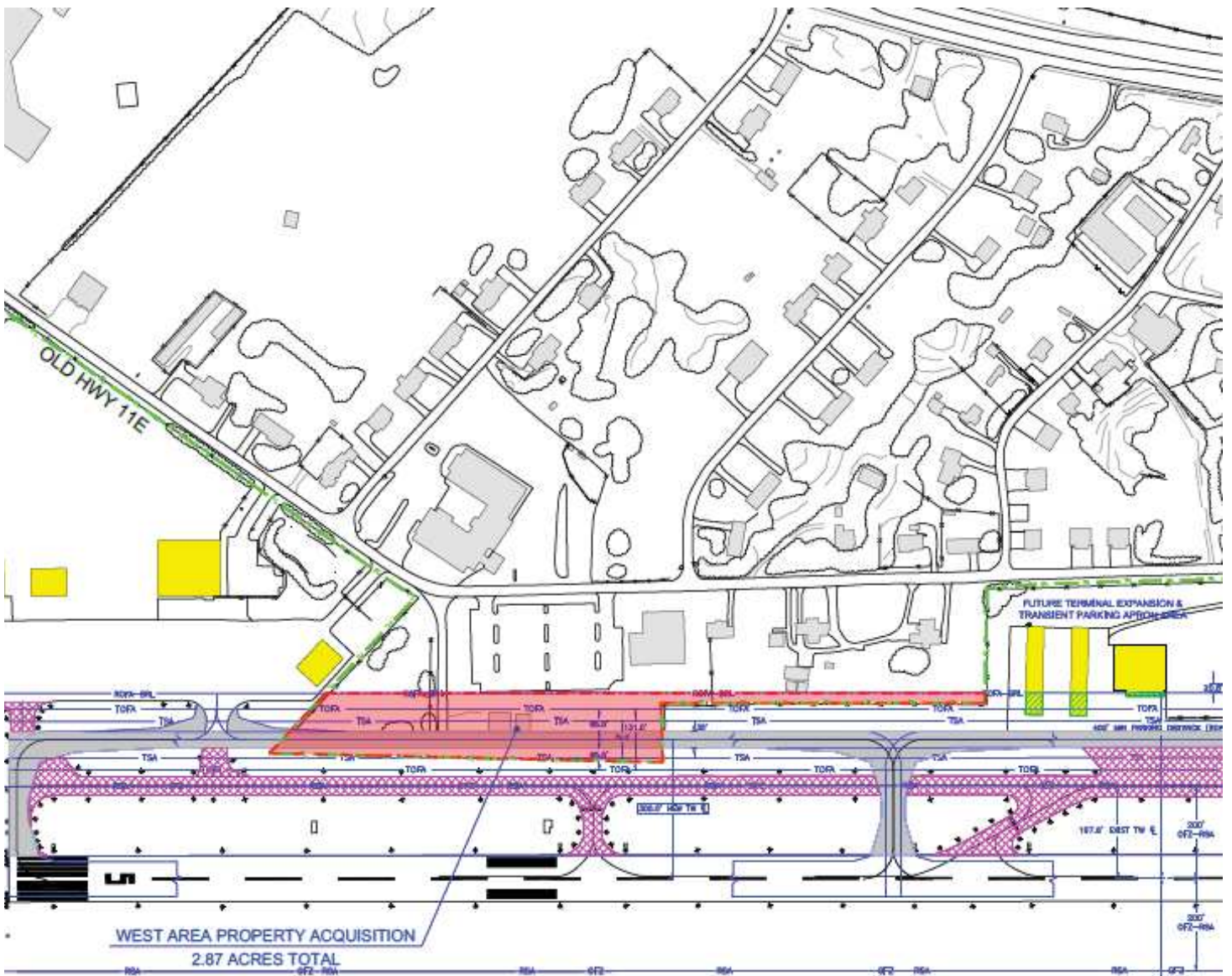
Title

Title

Date

Date

ATTACHMENT A
Land Acquisition Exhibit





Morristown City Council Agenda Item Summary

Date: September 30, 2020

Agenda Item: Approval of Bid - Getac Notebook Computer Bid

Prepared by: Joey Barnard, Assistant City Administrator

Subject: Getac Notebook Computer Bid

Background/History: The Morristown Police Department utilizes Getac Notebook mobile computers in all patrol cars. These computers are built for durability and serve as the display and data device needed to complete patrol tasks. It has become necessary to update outdated and inefficient machines.

Findings/Current Activity: The bid was advertised in the *Citizen Tribune* on September 16, 2020 and on September 18, 2020. Additionally, the bid was posted to the City of Morristown's website and through Vendor Registry, an on-line bid facilitation website. The submission deadline was Wednesday, September 30 at 2:00 P. M. We received four (4) responses.

Financial Impact: Funds have been appropriated in the 20-21 budget. The term of the bid is good through June 30, 2021. The goal is to replace computers each year in order to keep funding level and to avoid unanticipated expenditures. This bid allows the City of Morristown to obtain the maximum number of machines at competitive pricing. These machines meet the specifications recommended by IT staff and the needs of the Morristown Police Department.

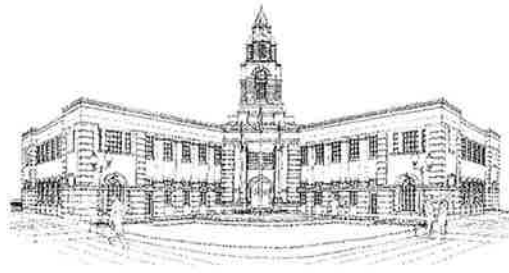
Action options/Recommendations: It is staffs' recommendation to accept the best and lowest bid submitted by Howard Technologies Solutions.

Attachments: Copy of the Bid Tabulation

City of Morristown
Getac Notebook Computer Bid
Wednesday, September 30, 2020; 2:00 PM

Bidder	Getac Notebook Computer S410 G3	Getac Vehicle Adapter	Optional Extended Warranty	Total
Howard Technology Solutions	\$ 2,095.00	\$ 91.00	\$ 246.00	\$ 2,432.00
RCN Communications, LLC	\$ 2,259.02	\$ 94.19	\$ 262.45	\$ 2,615.66
Hypertec USA, Inc	\$ 2,248.65	\$ 67.81	\$ 564.03	\$ 2,880.49
Technology Express	\$ 2,271.84	\$ 776.67	\$ 253.79	\$ 3,302.30

*Technology Express bid an adapter that includes a docking station, thus the reason for the significant price difference



Morristown City Council Agenda Item Summary

Date: September 29, 2020

Agenda Item: Approval of Repair – Aerial Fire Truck

Prepared by: Joey Barnard

Subject: Approval of repair from BST Fire Apparatus, LLC for repairs to Aerial Fire Truck # 479

Background/History: The City of Morristown's Fire Department is seeking approval of repairs to be completed on an Aerial Fire Truck; unit # 479. The truck is utilized as a backup fire truck and is in need of multiple parts and repairs. The truck was sent to BST Fire Apparatus for a quote to determine the work required to complete the necessary repairs. The original quote was \$9,000.00. A purchase order was issued for the quoted repairs. BST determined that further repairs were needed once they began work on the truck. The estimated cost for the additional repairs is approximately \$21,000.00, for a total estimated cost of approximately \$30,000.00 once all repairs are complete. The original purchase order has been revised. BST Fire Apparatus is a certified Emergency Vehicle Technician specialist for aerial fire trucks. The quoted repairs are necessary to repair the Fire Truck.

Financial Impact: This was not a planned expenditure in the 20-21 budget; however, funds have been identified to cover the repairs.

Action options/Recommendations: The City of Morristown's Fire Department is seeking approval of repairs from BST Fire Apparatus to the Aerial Fire Truck # 479.

Attachments: Purchase Order.



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 2021

Page 1

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

Purchase Order # **21000629-02**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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BST FIRE APPARATUS LLC
P.O. BOX 12435

KNOXVILLE, TN 37912

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CITY OF MORRISTOWN PUBLIC WORKS
619 HOWELL ROAD
purchasing@mymorristown.com
MORRISTOWN, TN 37813

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference/Contact	
				21000729		DAVID MARSHALL	
Date Ordered		Vendor Number	Date Required	Interoffice Delivery			Department/Location
09/10/20		007399					41610
Item#	Description/Part No.			Qty/Unit	Cost Each	Extended Price	
001	REPAIRS TO UNIT # 479 - AERIAL FIRE TRUCK			1.00	9000.00000	9,000.00	
				EACH			
	42240-361			9,000.00			
002	ADDITIONAL WORK NEEDED TO COMPLETE REPAIRS TO FIRE TRUCK (COST HAS BEEN ESTIMATED)			1.00	21000.00000	21,000.00	
				EACH			
	42240-361			21,000.00			
					PO Total	30,000.00	

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

Authorized Signature

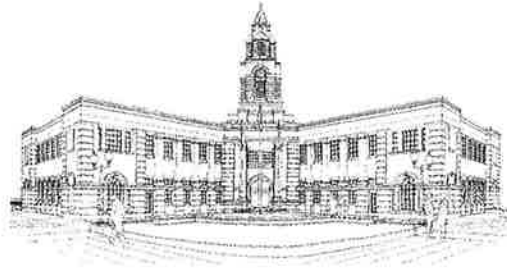
Date

[RETURN TO AGENDA](#)

VENDOR COPY

Authorized Signature

Date



Morristown City Council Agenda Item Summary

Date: October 1, 2020

Agenda Item: Approval of Purchase – Self-Contained Breathing Apparatus and Air-Pak

Prepared by: Joey Barnard

Subject: Purchase of Firefighting PPE for the Morristown Fire Department

Background/History: A necessity for the Morristown Fire Department is Self-Contained Breathing Apparatus (SCBA) cylinders and Air-Paks for the cylinders. The purpose of the SCBA is to provide clean, breathable air to firefighters while in toxic or low-oxygen environments. The cylinders require periodic testing to ensure their life span and integrity. The current cylinders and air-paks in use are reaching their expiration and it has now become necessary to replace and purchase new cylinders. This equipment will be purchased from Municipal Emergency Services via Sourcewell; a cooperative purchasing entity. Benefits of utilizing a cooperative contract include time and expense savings and the quality of goods and services. Procurement requirements are being fulfilled. Research has been done to ensure that we are receiving competitive pricing and quality goods through the cooperative contract.

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

Action options/Recommendations: The City of Morristown is seeking approval for the purchase of Self-Contained Breathing Apparatus cylinders and Air-Paks via Sourcewell cooperative purchasing agreement from Municipal Emergency Services.

Attachments: Purchase Order and Sourcewell Contract

**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 2021

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase Order # **21000718-01***Retain this purchase order for proof of tax exemption.***Tax Exempt #62-6000369****V
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r**MUNICIPAL EMERGENCY SERVICES, INC.
6701-C NORTHPARK BLVD

CHARLOTTE, NC 28216

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o**CITY OF MORRISTOWN FIRE DEPT
625 S JACKSON STREET
purchasing@mymorristown.com
MORRISTOWN, TN 37813

Vendor Phone Number		Vendor Fax Number		Requisition Number	Delivery Reference/Contact	
800-868-8584		704-599-4605		21000715	ASHLEY AHL	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location	
10/01/20	003573	09/16/20			42240	
Item#	Description/Part No.			Qty/Unit	Cost Each	Extended Price
001	PURCHASE VIA SOURCEWELL FIREFIGHTING PPE EQUIPMENT CONTRACT # 032620			14.00 EACH	6319.00000	88,466.00
	ITEM # X8814025305A04 - AIR-PAK X3 PRO SCBA WITH CGA CYLINDER CONNECTION					
	42240-419		88,466.00			
002	ITEM # 804722-01 - 45 MINUTE CYLINDER VENDOR WILL INLCUDE 14 ADDITIONAL CYLINDERS AT NO ADDITIONAL COST PER SPECIAL CONTRACT PRICING			14.00 EACH	1110.00000	15,540.00
	42240-419		15,540.00			
003	ITEM # 804723-01 -60 MINUTE CYLINDERS VENDOR WILL INCLUDE 10 ADDITIONAL CYLINDERS AT NO ADDITIONAL COST PER SPECIAL CONTRACT PRICING			16.00 EACH	1235.00000	19,760.00
	42240-419		19,760.00			
004	ITEM # 201088-03 SEMS II, USB GATEWAY			1.00 EACH	1698.00000	1,698.00

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

Authorized Signature

Date

VENDOR COPY

Authorized Signature

RETURN TO AGENDA

Date

**Solicitation Number: RFP #032620****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Municipal Emergency Services Inc.**, 12 Turnberry Ln, 2nd Floor, Sandy Hook, CT 06482 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members) in the United States only.

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

C. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract within the United States. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcwell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 5/5/2020 | 5:05 PM CDT

Municipal Emergency Services Inc.

DocuSigned by:
By: Seth Cosans
BEDE7B96DF184BB...
Seth Cosans
Title: Contract Administrator
Date: 5/5/2020 | 5:06 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/5/2020 | 5:08 PM CDT

RFP 032620 - Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Vendor Details

Company Name: Municipal Emergency Services Inc

Does your company conduct business under any other name? If yes, please state: Lawmen Supply Company of New Jersey Inc.

Address: 12 Turnberry Ln
2nd Floor
Sandy Hook, CT 06482

Contact: Seth Cosans

Email: seth.cosans@mesfire.com

Phone: 410-960-2600

Fax: 410-960-2600

HST#: 651051374

Submission Details

Created On: Tuesday March 17, 2020 14:35:57

Submitted On: Tuesday March 24, 2020 15:22:27

Submitted By: Seth Cosans

Email: seth.cosans@mesfire.com

Transaction #: 0324bb6e-3b06-4962-a998-e3f0a01857b0

Submitter's IP Address: 173.49.115.251

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Municipal Emergency Services Inc.	*
2	Proposer Address:	12 Turnberry Ln 2nd Floor Sandy Hook, CT,06482	*
3	Proposer website address:	www.mesfire.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Seth Cosans Contract Administrator seth.cosans@mesfire.com 410-960-2600	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Seth Cosans Contract Administrator seth.cosans@mesfire.com 410-960-2600	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Mooney Regional Vice President dmooney@mesfire.com 360-953-7773	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Municipal Emergency Services Inc was established in October of 2000. MES/Lawmen Supply Company is a national full-line first responder and public safety distributor in the US. We represent, stock and distribute over 60,000 thousand products from over 2000 manufacturers. We currently have over 180 outside sales reps, 100 mobile service technicians, as well as dedicated inside sales staff and customer service representatives, and over 16 warehouse locations across the United States. In 2012 MES acquired Lawmen Supply. This merger gives the company the unique ability to serve all first responders and public safety officials on a national level. MES/Lawmen annual sales are in excess of \$200MM and the majority of our sales are for fulfillment of contracts and purchases to local, state and federal first responder and public safety organizations. We are a financially stable company with an excellent reputation with our customers and suppliers. What makes MES/Lawmen distinctive is our national presence. Our size, number of sales representatives, service technicians, strategic warehouse locations and geographic coverage positions us to provide superior products and customer service to fire and public safety departments on a national level as no other sales and service distributor can provide.	*
8	Provide a detailed description of the products and services that you are offering in your proposal.	MES represents the best manufactures for first responder and public safety products in our industry including but not limited to turnout gear, structural, wildland, technical rescue, aircraft rescue, Hazmat and EMS. These products include Firefighting PPE protective clothing and gear, coats, pants, boots, gloves, hoods, CBRN, station wear, footwear, helmets, eye protection, SCBA and compressors and supply air devises, laundry, extractor machines drying cabinets and service for SCBA's and supply air compressor devises. Accessories include body armor.	*

9	What are your company's expectations in the event of an award?	MES's expectations upon an award from Sourewell is to update our sales force on the new contract vehicle for which the membership would have access and to roll out to that membership the same level of service that MES provides to all of our agencies everyday many of which are already members. Providing another wonderful way for customers to achieve their missions and for MES to help them reach each solution with the best value that we provide in the way we service all of our markets nation wide.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	MES is attaching a bank reference letter as well as audited financials from 2018 to show how stable and strong we are and have continued to grow.	*
11	What is your US market share for the solutions that you are proposing?	MES represents 25% market share nationwide and continues working to grow with the great contracts like Sourcewell provides.	*
12	What is your Canadian market share, if any?	N/A	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	MES is an authorized distributor reseller and service provider for the manufactures we represent nationwide with the exception a few areas. We do this all with our own company owned sales and service teams working closely with the manufactures we represent without any other network outsourcing. MES is an industry leader for both sales and service.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	MES sales force experience is second to none in the public safety industry. They are trained and have the experience to size agencies for turnout gear and many other types of gear including body armor. They are knowledgeable subject matter specialists concerning NFPA standards for turnout gear and SCBA certification standards as they are changing. Our Service technicians are certified to evaluate test repair and work on 3M/Scott Safety SCBA systems and various other Air supply compressors and components that support 3M Scott SCBA's. MES is one of only very few Five Star certified 3M Scott National Service groups.	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	As mentioned in another section MES is only one of a very few that is a 3m/Scott Safety Five Star Safety certified group and we are very proud of this. To achieve this as a distributor you must have certified technicians, mobile and stocking service locations and maintain certain standards for excellence for which MES has for many years.	*
19	What percentage of your sales are to the governmental sector in the past three years	95% of MES business is and has been to government. Local Towns, County, and State government agencies which are the bulk of our business. MES does sell to some contractors that service certain aspects of the safety market however that is a smaller part.	*
20	What percentage of your sales are to the education sector in the past three years	Less than 2%. MES does sell to some public safety groups that have security police forces or fire rescue training academies however those purchases are still not a bulk of our overall business.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	MES NPPGov Contracts the last three years sold \$56,194,974.17. NY HIRE Contract the last three years sold \$18,874,155.57. NJ State Contract the last three years sold \$27,572,071.00.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	MES has a GSA contract. Last three years total sales \$14,837.00. MES's GSA contract has no COOP provision so no agency other than Federal or Military can purchase from that contract. It is also very limited and does not offer the same products requested within this RFP.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcwell membership.

Entity Name *	Contact Name *	Phone Number *	
Los Angeles City Fire Department	Assistant Chief Wade White	213-703-4504	*
West Metro Fire and Rescue	Fire Chief Don Lombardi	303-989-4307	*
City of Aurora Fire-Rescue Department	Deputy Chief of Operations Stephen McInerny II	303-326-8889	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Miami Dade Fire Rescue	Government	Florida - FL	Fire Rescue PPE and Service	\$78,499.00 avg	\$6,986,426.25	*
San Diego Fire	Government	California - CA	Fire Rescue PPE and Service	\$ 48,997.00 avg	\$6,516,619.15	*
L.A. Co Fire	Government	California - CA	Fire Rescue PPE and Service	\$38,882.00 avg	\$6,415,498.09	*
Sacramento Metro Fire	Government	California - CA	Fire Rescue PPE and Service	\$52,477.00 avg	\$6,402,231.76	*
Houston Fire	Government	Texas - TX	Fire Rescue PPE and Service	\$41,346.00 avg	\$6,367,298.70	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Municipal Emergency Services has a sales force of approximately 180 sales representatives in the field across the United States. This sales force is backed up by skilled inside regional office support throughout the USA to process sales orders, purchase orders with manufacturers and support customers.	*
26	Dealer network or other distribution methods.	Municipal Emergency Services is the distributor/dealer for the products proposed.	*
27	Service force.	Municipal Emergency Services has a mobile service force of approximately 100 service technicians fully trained and certified by the manufacturer.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Municipal Emergency Services has 30+ customer service representatives to assist sales representatives and service technicians with order placing, job scheduling and followup. It is a company initiative that a response to an inquiry is made the same business day whenever possible and no later than the next business day.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	MES will not be providing any coverage to Canada. MES distribution agreements are for the USA and that is where we have sales, service and customer service staff to maintain the market in the USA. MES covers 44 states so there are only a few areas in the USA MES does not have sales coverage. Maine, Rhode Island, Kentucky, Michigan, Wisconsin, and North Dakota.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	MES has a nationwide presence and coverage with sales force across the bulk of the states as well as strategically placed warehouses and service stations to support orders and service related work.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge. When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order. Hawaii and Alaska orders shipping will be quoted as stated. MES will present these shipping terms at time of each quote. This would apply to all US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Municipal Emergency Services is very familiar with promoting contracts. As the largest supplier of First Responder Equipment in the US, we recognize the value of contracts and the time and money that can be saved by agencies not having to go to bid and still receive the items they specify as a solution for their entity from contracts. Additionally MES has implemented an outbound call center (Sales Development Team) that is tasked with reaching out to customers to make them aware of new products, services, etc. Promoting a new contract would fit nicely in this team's scope of work.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Municipal Emergency Services has a marketing team that handles our print, digital and social media marketing campaigns. Content is regularly created and posted to our approximately 100,000 followers made up of customers and industry professionals.	*
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Promotion from Sourcwell in concert with MES would be very important to all its membership. Sourcwell brings significant municipal contract experience and coupled with MES's national relationships would be powerful. Our sales staff is well versed in contracts of this type and their importance so integration into our program would be seamless.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Municipal Emergency Services has several e-procurement process options and order type and expected frequency would play a role in deciding which of these platforms are appropriate. As examples we have a normal e-commerce website in which members could be given a code to unlock discounts on specific items. We have a custom web store that specific department approved items can be populated and access for procurement granted to as many or few individuals as an agency deems appropriate. There is also dynamic quoting which is similar to the custom website but designed for a smaller number of items that are ordered in high volume. Of course we have the traditional method of ordering where a member can email and call the sales representative or office directly and place an order.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	MES provides SCBA annual test service maintenance in and out of warranty. MES also performs training on SCBA set up of new certification packs, as well as many other general review of products. If specific requests for training are made outside of general review MES quotes those training on a case by case based on all of the products in need of training based on time and number of people needed to train which can vary.	*
37	Describe any technological advances that your proposed products or services offer.	MES has SOS stores which are Signature Online Stores which are unique in our industry and newer tech we can provide and can be built and configured to meet the needs of large customers as one example of services. MES represents the best PPE products in the industry that provides some of the most outstanding tech for first responders like programs that track turnout gear, and SCBA service, also protection advances in general that make turnout gear lighter and yet still keep firefighters safe under newer standards.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	N/A	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	MES is not a (WMBE) so this does not apply. N/A	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	MES has the largest and experienced sales force that are subject matter specialists in the equipment we sell and amazing service technicians to service many of those products. This is what sets MES apart from any other group in the USA.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	MES is not interested in providing an award of what we submit outside of the USA at this time. MES's distributor contracts are set for distribution in the USA.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	The warranties provided by each manufacture being bid provides slightly different things. Most provide for coverage against mfg defects for a industry standard amount of time. Some cover parts and labor within warranty period however some do not cover labor.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All of the warranties for the companies MES is bidding shows coverage for normal wear and use. Abuse to a produce normally does have a provision to exclude coverage however MES works very closely with each mfg to work through any warranty issue with customers.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most mfg warranty do not cover travel time and mileage unless there is a gross failure of the product and in those cases we work with the mfg to work through the issue on a case by case issue which is rare.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	MES will not be providing any coverage to Canada. MES distribution agreements are for the USA and that is where we have sales and service staff to maintain the market in the USA. There are only a few areas in the USA MES does not have sales and service coverage. We address this on a case by case basis as for the listed products we cover most of the USA Alaska and Hawaii.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	MES is the distributor of products made by manufacturers we represent. MES follows the Manufacturers warranty. Depending on the Manufacturer MES works on some of the products under warranty and out of warranty repairs. Some of them are sent back to the manufacturer in and out of warranty for service all based on MFG policy.	*
48	What are your proposed exchange and return programs and policies?	Goods received in damaged or defective condition will be repaired or replaced as outlined by the manufactures warranty and guidelines. If the product was damaged while in transport, a claim will be filed with the carrier and we will then work to resolve the replacement asap. These evaluations are expected to be done within 30 days of delivery or sooner by the customer. After that time MES and most manufacturers will not be held responsible for whatever issue is presented. MES does our best to always resolve issues presented.	*
49	Describe any service contract options for the items included in your proposal.	MES lists service for items we submit for bid. These are both for annual testing, repair in and out of warranty with listed labor and parts cost discount.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Municipal Emergency Services, Inc utilizes Community Leasing Partners as a source for leasing/financing eligible items when requested.	*
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	From time to time and when market conditions permit, Municipal Emergency Services may offer a trade in credit for items being replaced. When applicable, the value of the trade in will be based on market and product conditions at the time.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Municipal Emergency Services has several ordering platforms and as stated previously, MES is a dealer so there would be no network outside of ourselves processing orders. All orders, regardless of the sales platform utilized will be marked that they are Sourcewell Contract orders within our internal systems to make quarterly reporting simplified. When a sales representative creates a quote, there is a "forced field" where the rep must select a contract (or none) but there is no default and the field cannot be bypassed. Once a quote is verified and approved by a member, the quote becomes the sales order, the sales order generates a purchase order to our supplier if not in stock in our facility, and then becomes an invoice- all a product of the original quote and does not have to be re-entered at every step. The ordering platforms offered are traditional orders, in which a customer contacts the sales representative or office with approval to order. Most orders on this contract would likely fall into this category due to the customization of many of these protective clothing items. We have several electronic platforms that can be utilized depending on the anticipated order size and frequency. We have a customizable web store in which the member would have a private website with approved items. We also have a dynamic quote system designed for smaller quantities of items in which the member can log in and order off of a quote with an extended expiration date.	*
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	MES limits P-Card and credit card purchases to \$10,000. There is no added fee to use this method.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MES will upload MSRP, list or net price sheets depending on manufacturer as we list them as well as discounts off of those MSRP, list price or net price lists as the Sourcwell price.	*
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MES will list the discount from MSRP, list or net price sheets depending on manufacturer as we list them for the Sourcwell proposed bid price.	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	MES gives our best price based on the volume of business we do annually so any added volume discounts would only be when we have special pricing to list as Sourcwell indicated can be done on a case by case in the portal as they happen.	*
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For any open market requested items or items not found on contract MES would quote those as open market at the same agency discounted pricing we do every day.	*
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Special requests such as training on items not always listed, inside delivery, lift gates so that deliveries can be more easily offloaded or anything else, MES is willing to work with the membership to price out to take care of the needs of the agencies and make sure their goals are met. MES's goal is to be the first and last supplier and service provider agency members think of and go to because we know there are other options and we are here to make sure you get the best value which is not always the low price for the best job.	*
60	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge. When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order. MES will present these shipping terms at time of each quote. Hawaii and Alaska orders shipping will be quoted as stated per quote. MES has a very substantial account with Federal Express so MES's rates are very low considering how much volume we ship every year.	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and or freight to Alaska or Hawaii are quoted per quote. MES is not interested in servicing Canada at this time. MES does no exporting unless shipped to a Federal/DOD location.	*
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Unique distribution that MES offers is our many hubs through out the USA and if we do not have it in stock our relationships with our manufactures are second to none in the industry making MES the effective hammer in the market that we are today. Any special quicker shipping requests can be quoted upon request and MES will do our best to accommodate. MES has a very substantial account with Federal Express so MES's rates are very low considering how much volume we ship every year.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Within the MES ordering system as mentioned reference ordering there is a forced tab that must be selected when entering a quote to select a contract vehicle. Sourcewell being one of those that needs to be selected when quoting for that contract if awarded and once selected the sales representative then ensures that the item quoted is getting the sourcewell discounted price per the contract price list or in the case that there is any added discount also as listed to determine if shipping would be included as sometimes is or if needs to be added based on the situation we need to quote shipping. Quarterly a report is pulled by Vice President of Finance and then reviewed by the contract administrator then once review is complete fees are calculated using excel with the formula set to the fee percentage due and then that report is then sent back to the Vice President of Finance for his department's review. Once approved the fee is sent to Sourcewell for the quarterly sales.
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	MES proposes a 1% fee for all sales quarterly.

Table 14: Industry Specific Questions

Line Item	Question	Response *	
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon an award MES would survey our sales force to see how the response of the membership customers wish to use this contract vehicle to purchase. And MES will be tracking success of the use of the contract by its membership when we look at the quarterly reports to see how much business is completed using this contract after it has had a couple quarters to be promoted both by Sourcewell and by MES.	*
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	MES provides the very best that the fire and public safety industry manufacturers have to offer our market. Many of these products are similar however MES takes feedback from agencies and gives that back to manufacturers to improve products performance and safety while maintaining safety standards and certifications. MES has had many manufacturers make products just for MES to offer as a result so that MES can provide thermal imaging cameras, gloves, boots, or other products that are better than we normally see in the market.	*
68	Describe available options for customization of the products and/or equipment offered in your proposal.	MES offers the full range of options from all of the various manufactures represented to customize items within the extent that certifications allow.	*
69	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Once MES gets an order which involves a need for sizing of any product our regional sales force is in contact with the agency membership to schedule sizing. If fitting is needed after delivery MES is again available to help with that as well and any alterations can be ordered or addressed quickly.	*
70	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	MES has as mentioned in other tabs the largest and most experienced subject matter specialist in the industry for on site sales demo, training and support. Our sales force works closely with the manufactures having many of their folks ride with MES sales force to sales calls to demo and service products. This makes MES the reason we are the first ones agencies call and even though we may not always be the lowest price we are the best value in the industry. MES gets it done.	*
71	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	MES staff are subject matter specialist on NFPA standards for turnout gear, SCBA systems and all related gear so that as changes in certifications are happening we are there to help the market stay up to speed with all of their gear and certifications testing and service. Our Techs are updated on their training as well as our sales staff as needed.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - MES Audited Financials 2018 FS.pdf - Saturday March 21, 2020 15:12:35
- [Marketing Plan/Samples](#) - MES Sourcewell 03262020 Marketing plan.doc - Sunday March 22, 2020 17:06:30
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Sourcewell 03262020 Warranty.doc - Tuesday March 24, 2020 09:27:04
- [Pricing](#) - MES PL.zip - Tuesday March 24, 2020 09:27:34
- [Additional Document](#) - MESWEL~1.PDF - Saturday March 21, 2020 15:12:11

Proposers Assurance of Comp**PROPOSER ASSURANCE OF COMPLIANCE****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this RFP and any resulting Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP; and, the Proposer has not participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named solicitation.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Seth Cosans, Contract Administrator, Municipal Emergency Services Inc

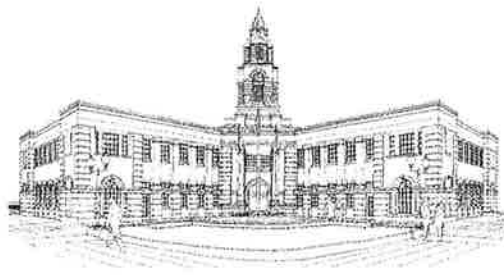
The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu March 19 2020 10:31 AM	<input checked="" type="checkbox"/>	2
Addendum_6_Firefighting_Pers_Protect_Eqpt_RFP032620 Fri March 13 2020 02:36 PM	<input checked="" type="checkbox"/>	--
Addendum_5_Firefighting_Pers_Protect_Eqpt_RFP032620 Wed March 4 2020 05:07 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu February 27 2020 03:55 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon February 10 2020 06:01 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu January 30 2020 05:45 PM	<input checked="" type="checkbox"/>	--
Addendum_1_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon January 27 2020 09:48 AM	<input checked="" type="checkbox"/>	--



Morristown City Council Agenda Item Summary

Date: September 29, 2020

Agenda Item: Surplus Inventory

Prepared by: Joey Barnard

Subject: Approval to declare inventory items as surplus

Background/History: The Morristown Parks and Recreation Department has accumulated several items in inventory that can no longer be utilized and wish to declare these items as surplus.

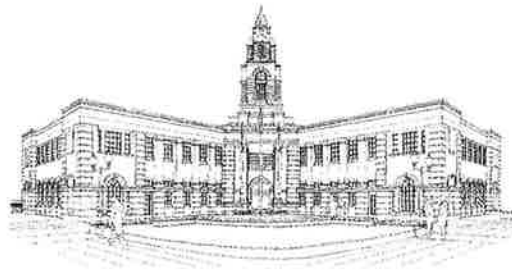
Financial Impact: It is the goal to acquire the maximum dollar amount in the most efficient manner regarding time and the needs of the department.

Action options/Recommendations: The Morristown Parks and Recreation Department is seeking approval to declare inventory items as surplus and to list these items on GovDeals, an online auction.

Attachments: Inventory List.

Morristown Parks & Recreation Department Surplus Inventory List

Item	Quantity
Bunton Mower Ride Behind Seat with FC420V Engine	1
Galion Smooth Drum Compactor	1
Game Time Inc. Cutaletter Router Table	1
Lawn Sweeper	3
Bush Hog TM6 Mower	1
Land Pride Finish Mower	1
Massey Ferguson Post Hole Digger (Missing Auger)	1
Overseeder	1
Diesel Ingersoll Rand Air Compressor Trailer	1
Lion Head Water Dispensor	1



Morristown City Council Agenda Item Summary

Date: September 29, 2020

Agenda Item: Surplus Equipment

Prepared by: Joey Barnard

Subject: Approval to declare equipment items as surplus

Background/History: The Morristown Public Works Department has accumulated equipment items that have become inoperable and wish to declare these items as surplus.

Financial Impact: It is the goal to acquire the maximum dollar amount in the most efficient manner regarding time and the needs of the department.

Action options/Recommendations: The Morristown Public Works Department is seeking approval to declare equipment items as surplus and to list these items on GovDeals, an online auction.

Attachments: Equipment Surplus List.

Morristown Public Works Department
Surplus Equipment List

Item	Serial Number	Quantity
2000 Backhoe Loader Extendahoe 580SLSER; Unit # 520	JJG0274057	1
1988 Case580 Backhoe; Unit # 805	17426121	1

Lauren A. Carroll +

W. Evan Anderson

Eric B. Foust*

John R. Foust *

Kent M. Carringer *



CARROLL ANDERSON & FOUST, LLP
ATTORNEYS AT LAW

caflfp.law

+ Rule 31 Listed Mediator

* Of Counsel

To: City Council

From: Lauren Carroll

Re: September 29, 2020 Delinquent Tax Sale

AGENDA ITEM SUMMARY

A delinquent tax sale was held on September 29, 2020. There were 33 properties listed to be sold. Of these 33 properties, 1 property owner paid the taxes prior to the sale and 1 property was in the County. The remaining properties were primarily delinquent on City taxes, property maintenance liens and demolition liens. A majority of these properties are merely vacant lots, where the City has previously demolished the structures.

Pursuant to Council's Policy and Tennessee Statutes, the parcels that did not receive a bid, were set to be bid in by the City, so we could become the owner of the property(ies) and resell them to recover as much as possible for the City's investment in mowing and demolishing structures.

At the tax sale, of the 31 properties that owed City and County taxes/liens, 9 properties were purchased by individuals at the tax sale. The remaining 22 properties were bid in/purchased by the City. Of the 22 properties the City purchased, 15 have a 90 day redemption period, 5 have a 180 day redemption period, and 2 have a 1 year redemption period. The City takes deed ownership of the properties after the redemption period has run and can then begin the process of selling the parcels. Additionally, after the redemption period has run, the parcels come off of the tax rolls and taxes do not accrue while owned by the City.

There was a total amount of \$388,573 due on all parcels presented at the sale. Out of the funds submitted to the Clerk and Master, the Clerk will keep the funds that will be allocated to County taxes and all administrative fees and costs and will then submit a check to the City for all the City delinquent taxes, penalties, interest, and liens. Approximately \$294,472 will be returned to the City of Morristown. Therefore, the net costs to the City of Morristown related to the sale and its acquisition of properties is \$34,508. The attached list and results of the sale are presented to you for your consideration.

City of Morristown

Tax Sale Results

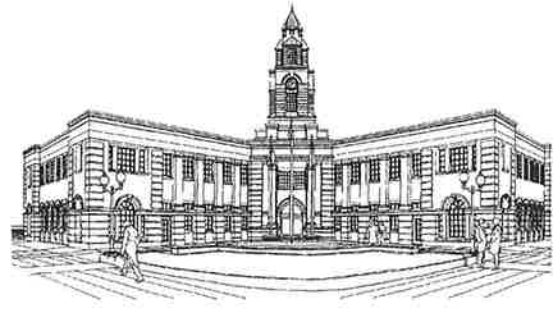
Date of Sale: September 29, 2020

EXHIBIT A

OWNER	ADDRESS	MAP	GRP	PARCEL	AMOUNT DUE	CITY
Brooks, Elmer & Elsie	805 Crescent St	42A	G	18.00	\$ 29,345.02	\$ 26,358.06
Bryant, J.W.	1911 Hinkle Dr	17M	A	4.00	4,106.55	-
Chandler, James	425 Hedrick St	42A	K	14.00	15,120.42	13,328.00
Chapman, John & Denise	848 Buffalo Tr	33E	F	5.00	11,961.37	10,899.03
Dingus, James	1437 Shields Ferry Rd	33D	J	4.00	13,362.74	11,976.97
Farison, Douglas	313 Montrose Ave	42A	C	22.00	15,810.21	14,495.90
Goodson Jr, Joe D	1020 Lloyd St	25O	B	12.00	697.91	270.95
Harris, D'Armond & Billie	1011 Truman St	34A	B	14.00	24,312.56	20,440.80
Harvey, Ethel	423 Macarthur St	33D	H	15.00	17,610.42	17,419.44
Hill, Mark & Misty	345 Jarnigan Ave	41F	A	21.00	8,632.22	3,738.90
Lamb, Velma	623 Walters Dr	33O	C	31.00	23,681.22	19,805.97
Lochmere Development, Inc.	321 Kensington Dr	24N	D	7.00	927.69	401.43
Lochmere Development, Inc.	413 Lochmere Dr	24N	A	12.00	650.95	295.79
Loveday, Darlene & Carroll	532 E Louise Ave	34P	J	13.00	3,033.22	1,230.89
Lovin, Ellis	416 S Daisy St	34P	E	10.00	12,267.07	9,288.75
Mason, James & Pauline	727 Rosedale Ave	41D	F	6.00	22,107.54	18,784.06
McIntyre, Lisa & Annie	1205 W 5th North St	33N	F	2.00	18,139.70	11,821.82
Moore, Tony & Andrea	530 S Fairmont Ave	41E	A	12.00	21,485.08	16,164.65
Moore, Samuel	915 Forgey Ave	34O	C	8.00	19,953.55	15,397.11
Morgan, Joanna	201 Tennessee Ave	34P	C	53.00	20,073.99	16,222.79
Peters, Melvin	402 Blair St	34H	F	32.00	2,898.46	1,302.25
Quinton, Readie Mae	Wildwood Dr	024L	F	21.00	4,615.92	1,986.42
Real Estate Holding of East Tennessee LP	1401 Taft St	25H	A	60.00	5,224.55	2,162.69
Real Estate Holding of East Tennessee LP	1331 Taft St	25H	A	64.00	5,684.57	2,337.38
Russell, George & Geraldine	430 W Charles St	42A	E	20.00	10,253.59	8,650.44
Sales, Marie Mize	1310 Fish Hatcher Rd	42		51.00	5,450.84	2,272.86
Sawyer, Mark & Harris, H.A.	Thomas R James Dr	41F	E	13.00	5,873.11	2,432.84
Short, Esther	2032 Shields Ferry Rd	24L	G	2.00	5,035.51	2,131.86
Spurgeon, Nellie	436 S Henry St	34P	A	12.00	20,002.81	13,740.65
Taylor, Lulla Mae	Kyle St	33E	A	13.00	2,271.57	1,057.72
Tharp, Dallas & Mary	1214 Buffalo Trail	33D	K	6.00	11,821.19	7,618.37
Turner, Gladys	752 Lennie Ave	41D	J	17.00	22,794.29	18,426.47
Winegar, Timothy	1535 Old Liberty Hill Rd	25J	F	8.00	4,064.73	2,281.89

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger D. Overholt

Date: October 1, 2020

Re: Promotions-Investigations and Training Division

I am requesting to make promotions in the investigation and training divisions at the October 6th council meeting. The detective positions are to backfill current vacancies.

1 Detective Sergeant
1 Detective Corporal
1 Detective

1 Training Captain

This is to align this assignment with the rank associated with the position. Attached is the current civil service roster for each position.

Thank you.

CIVIL SERVICE BOARD


P.O. BOX 1499 * MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - DETECTIVE SERGEANT

UPDATED ON JUNE 11, 2019 TO REFLECT TESTING, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Mike Bacon	2/28/2021
2	Jackie Everhart	2/28/2020
3	Jason Young	2/28/2020
4	Ricky Sanders	2/28/2021
5	Jackie Hickey	2/28/2020
6	Pete Shockley	2/28/2021


Mike Minnich, Vice-Chairman


Date

CIVIL SERVICE BOARD

P.O. BOX 1499 * MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - DETECTIVE CORPORAL - INVESTIGATIONS

UPDATED ON JUNE 16, 2020 TO REFLECT TESTING, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Todd Davidson	2/28/2021
2	Ricky Sanders	2/28/2021


Mike Minnich, Vice-Chairman


Date

CIVIL SERVICE BOARD

P.O. BOX 1499 * MORRISTOWN, TN 37816

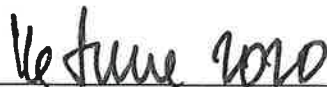
POLICE DEPARTMENT ROSTER - DETECTIVE

UPDATED ON JUNE 16, 2020 TO REFLECT TESTING, **HIRING** AND/OR CORRECTIONS

	NAME	EXPIRES
1	Matt Johnson	2/28/2022
2	Matt Webb	2/28/2022
3	Josh Akard	2/28/2022
4	Derrick Johnson	2/28/2021
5	David Griffith	2/28/2021
6	Andrew Wice	2/28/2022



Mike Minnich, Vice-Chairman



Date


CIVIL SERVICE BOARD

P.O. BOX 1499 * MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - CAPTAIN

UPDATED ON JUNE 16, 2020 TO REFLECT **TESTING**, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Clyde Short	2/28/2021
2	Todd King	2/28/2022


Mike Minnich, Vice-Chairman


Date

Memo

TO: Mayor Gary Chesney
City Council

FROM: Clark Taylor

DATE: October 6, 2020

RE: Request for Fire Department Promotion(s)

I am requesting Council's appointment, from qualified candidates, to fill a vacancy at the following rank:

- Fire Lieutenant

This appointment is necessary due to a recent promotion of a Lieutenant to the rank of Deputy Fire Marshal.

This position will come from the current Civil Service Fire Lieutenant's Roster (see attached).

I am prepared to make a recommendation to this position.

I am in turn requesting Council's appointment, from qualified candidates to fill the vacancy at:

- Fire Driver

This appointment is necessary due to the above promotion to Fire Lieutenant.

The position will come from the current Civil Service Fire Driver's Roster (see attached).

I am prepared to make a recommendation to this position.

I would like these to be effective on or after October 11, 2020

Thank you

Clark Taylor
Fire Chief

CIVIL SERVICE BOARD

P. O. BOX 1499 * MORRISTOWN, TN 37816

FIRE DEPARTMENT ROSTER - LIEUTENANT

UPDATED ON MARCH 10, 2020 TO REFLECT **TESTING**, HIRING AND/OR
CORRECTIONS

	NAME	EXPIRES
1	Brian Wallace	1/31/2022
2	Nathan Atkins	1/31/2022
3	Doug Allison	1/31/2022
4	Erich Morgan	1/31/2022
5	Gary Underwood	1/31/2022
6	Brandon Snyder	1/31/2022
7	David Smith	1/31/2022
8	Nathan Best	1/31/2022
9	Terry Click	1/31/2022
10	Harold Shults	1/31/2022
11	Matthew Brooks	1/31/2021
12	Mike Simerly	1/31/2022

CIVIL SERVICE BOARD

P. O. BOX 1499 * MORRISTOWN, TN 37816

FIRE DEPARTMENT ROSTER - DRIVER

UPDATED ON MARCH 10, 2020 TO REFLECT **TESTING**, HIRING AND/OR
CORRECTIONS

	NAME	EXPIRES
1	Jason Hill	1/31/2021
2	Scott Seal	1/31/2022
3	Michael Bowlin	1/31/2021
4	Sean West	1/31/2022
5	Nathan McDaniel	1/31/2022
6	Zachary Kilby	1/31/2022
7	Brian Williams	1/31/2022
8	Logan Horner	1/31/2022
9	Brad Cooper	1/31/2021
10	Steven Cooper	1/31/2021
11	Brian Trent	1/31/2022