

Pre-Meeting WORK SESSION

December 20, 2022

4:00 p.m.

AGENDA

CITY OF MORRISTOWN, TENNESSEE

CITY COUNCIL MEETING

December 20, 2022

5:00 p.m.

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Captain Charles Letterman, Master Chaplain Morristown Police Dept.

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. December 6, 2022

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. Ordinance No. 4729

Being an Ordinance of the City Council of Morristown, Tennessee
Amending Title 1, Chapter 2, Section 206 of the Morristown Municipal
Code (Order of Business).

9. NEW BUSINESS

9-a. Resolutions

1. Resolution No. 2022-30

A Resolution of the Council of the City of Morristown, Tennessee directing
payment of Electric Tax Equivalent.

2. Resolution No. 2022-31
A Resolution of the Council of the City of Morristown, Tennessee directing payment of Wastewater Tax Equivalent.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 032050 10701 from R2 (Medium Density Residential District) to IB (Intermediate Business District) (Hwy 25E/Hwy 160).
{Public Hearing date January 3, 2023}
2. Ordinance No. _____
Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Buffalo Trail Baptist Church, located at 1829 Sherwood Drive; Hamblen County Tennessee Tax Parcel ID # 032025P K 00400 from R2 (Medium Density Residential District) and OMP (Office, Medical, and Professional District) to IB (Intermediate Business District).
{Public Hearing date January 3, 2023}
3. Ordinance No. _____
Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning 1510 Old Liberty Hill Road from LI (Light Industrial) to IB (Intermediate Business).
{Public Hearing date January 3, 2023}
4. Ordinance No. _____
Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning a part of Lots 3, 4 and 5 of the Robert Campbell Property as shown on a plat of same from R-2 (Medium Density Residential) to R-3 (Heavy Density Residential) (1934 Shields Ferry Road).
{Public Hearing date January 3, 2023}

9-c. Awarding of Bids/Contracts

1. Approval of Contract with CPS-HR Consulting for Civil Service Testing Materials.
2. Approval of contract with Mark III Employee Benefits to provide Insurance Broker Services effective July 1, 2023 to June 30, 2026 in an amount of \$30,000 per year.
3. Approve amendments to the Internal Control Policy Manual.

4. Approve an amendment to the Concession Contract with the East High Band Boosters, exercising the option for a second year of concession operation at certain park facilities through February 28, 2024.
5. Authorize the City Administrator to enter into a one (1) year agreement with Continental Protection to provide alarm monitoring services for the City of Morristown Police Department armory in the amount of \$420 (\$35 per month).
6. Authorize the City Administrator to enter into a one (1) year agreement with Johnson Controls to provide fire alarm monitoring services for the Morristown Landing Recreation & Events Center in the amount of \$500 annually.
7. Acknowledge receipt of proposals and approve an agreement with Evergreen Solutions, LLC to provide services related to a classification and compensation analysis and plan for the amount of \$42,500, and authorize the City Administrator to execute the same.
8. Acknowledge receipt of proposals for Turf Management and Mowing Services and authorize the City Administrator to enter into two (2) – two (2) year agreements with Oak View Landscaping and Tennessee Turf Masters totaling \$290,278.00 annually.
9. Acknowledge receipt of bids for Generator Maintenance Services, accept the bid from Clarke Power Services as the best and lowest bid, and authorize the City Administrator to enter into a 3-year contract with Clarke Power Services at a total cost of \$54,150.00 (or \$18,050.00 annually).
10. Approval to surplus phone booths.
11. Acknowledge receipt of bids for Police Department Tasers, accept the bid from Axon as the best and most qualified bid, and authorize the one-time purchase of (7) X26P tasers from Axon totaling \$8,540.00.
12. Approve purchase of miscellaneous squad car equipment to include emergency lighting and radars utilizing statewide contracts #202 and #349 totaling \$87,664.92 for the Morristown Police Department.
13. Approval of amendment to contract with Mattern and Craig in the amount of \$21,000 for the Design Phase of the East Morris Blvd. Rehabilitation Project.
14. Approval of Supplement No. 1 in an amount of \$48,005 with Rummel, Klepper and Kahl, LLP (RK&K) for the Turkey Creek Greenway Phase 5 project.

15. Approval for the Morristown Police Department to apply for the FY23 Violent Crime Intervention Fund Formula Grant in the amount of \$369,978 to be used to replace an almost twenty-year-old explosive ordnance disposal tactical robot use for explosive material removal and tactical response. This grant requires no match.
16. Approval for the Morristown Police Department to apply for the FY23 Violent Crime Intervention Fund Competitive Collaborative Enhancement Grant in the amount of \$400,000 to be applied for in cooperation with the Hamblen County Sheriff's Department to provide an armored personnel transport vehicle for tactical response. This grant requires no match.

9-d. Board/Commission Appointments

1. City Council appointment/reappointment to the Stormwater Violations Board of the City of Morristown for a three-year term to expire January 1, 2025; term expiring David Wild.

9-e. New Issues

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

**WORK SESSION
December 20, 2022**

1. No Work Session Scheduled

City Council Meeting/Holiday Schedule.

December 20, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 20, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 23 - 26, 2022	Fri/Mon		City Center Closed – Observance of Christmas
January 2, 2023	Monday		City Center Closed – Observance of New Year's Day
January 3, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
January 3, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
January 16, 2023	Monday		City Center Closed – Observance of Martin Luther King Day
January 17, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
January 17, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 7, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
February 7, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
February 7, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 21, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
February 21, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 7, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
March 7, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 21, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
March 21, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 4, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
April 4, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 4, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 7, 2023	Friday		City Center Closed – Observance of Good Friday
April 18, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 18, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 2, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
May 2, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 8, 2023	Monday	4:00 p.m.	Work Session – Council Agenda Review
May 8, 2023	Monday	5:00 p.m.	Regular City Council Meeting with Work Session
May 16, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
May 16, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 29, 2023	Monday		City Center Closed – Observance of Memorial Day
June 6, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
June 6, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
June 6, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
June 20, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
June 20, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 4, 2023	Tuesday		City Center Closed – Observance of Independence Day
July 6, 2023	Thursday	4:00 p.m.	Work Session – Council Agenda Review
July 6, 2023	Thursday	5:00 p.m.	Regular City Council Meeting with Work Session
July 20, 2023	Thursday	4:00 p.m.	Work Session – Council Agenda Review
July 20, 2023	Thursday	5:00 p.m.	Regular City Council Meeting with Work Session
August 1, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
August 1, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 1, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 15, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 15, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN**

December 6, 2022

5:00 p.m.

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

Robert Montgomery, Chaplain Morristown Fire Department, led in the invocation.

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

Councilmember Senter made a motion to approve the November 15, 2022 minutes as circulated. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Ordinance No. 4713.04. No one spoke.

Councilmember Smith made a motion to approve Ordinance No. 4713.04 on second and final reading. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye."

Ordinance No. 4713.04

To amend Ordinance Number 4713, the City of Morristown, Tennessee Annual Budget for Fiscal Year 2022-2023, necessary to re-appropriate funds in the amount of \$60,598 to allow for the purchase of two vehicles for the Fire Department.

A Public Hearing was held relating to Ordinance No. 4728. No one spoke.

Councilmember A'Hearn made a motion to approve Ordinance No. 4728 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye."

Ordinance No. 4728

Entitled an Ordinance to amend the Municipal Code of The City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 032034 01600 from PCD (Planned Commercial District) to R2 (Medium Density Residential District). New Fire Station No. 3}.

Councilmember Senter made a motion to approve Resolution No. 2022-28. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye.”

Resolution No. 2022-28

A Resolution calling for a Municipal Election on May 2, 2023, for the election of a City Mayor; one Councilmember to represent Ward 2; one Councilmember to represent Ward 4; and one at-large Councilmember.

Councilmember Pedigo made a motion to approve Resolution No. 2022-29. Councilmember A'Hearn seconded the motion. Councilmember Senter then made a motion to amend the motion on the floor to remove the language {during the “Adoption of agenda” section of the agenda} from Item 3 of Resolution. Councilmember Garrett seconded the amended motion and upon roll call; Councilmembers Bivens, Garrett and Senter voted “aye.” Mayor Chesney, Councilmembers A'Hearn, Smith and Pedigo voted “no”. Mayor Chesney called for a vote of the original motion and upon roll call Mayor Chesney, Councilmembers A'Hearn, Smith and Pedigo voted “aye.” Councilmembers Bivens, Garrett and Senter voted “no”.

Resolution No. 2022-29

Being a Resolution of the City of Morristown, Tennessee adopting an Agenda Management Policy.

Councilmember Pedigo made a motion to approve Ordinance No. 4729 on first reading and schedule a public hearing relative to final passage of said ordinance for December 20, 2022. Councilmember A'Hearn seconded the motion and upon roll call; Mayor Chesney, Councilmembers A'Hearn, Smith and Pedigo voted “aye.” Councilmembers Bivens, Garrett and Senter voted “no”.

Ordinance No. 4729

Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 1, Chapter 2, Section 206 of the Morristown Municipal Code (Order of Business).

Councilmember A'Hearn made a motion to approve the Builder's Risk Insurance extension through February 28, 2023 in the amount of \$14,726 for Morristown Landing. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to accept the Grant Contract (AERO-23-232-00) from the Tennessee Department of Transportation (TDOT) in the amount of \$86,400 for the Morristown Airport Runway Lighting Design Project. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the application for the Tennessee Department of Transportation (TDOT) 2022-23 Traffic Signal Modernization Program (TSMP) Grant Program in the amount of \$100,000. This grant requires no local match. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to acknowledge receipt of proposals for Mobile Restroom Trailers, accept the proposal from Ready-2-Go Restrooms as the best, lowest, and most qualified proposal, and authorize the one-time purchase of two (2) Mobile Restroom Trailers, totaling \$121,290. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the purchase of one (1) Styku 3D Body Scanner Device, Styku Studio Software, and Styku Web Services totaling \$6,534 as a sole source purchase for Morristown Landing. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the purchase of one (1) Theragun Mini Cart package (which includes 4 – Theraguns and 2- Wave rollers) totaling \$4,999 as a sole source purchase for Morristown Landing. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve a Master Services Agreement with Goodwyn Mills Cawood, LLC to provide engineering, planning, and related professional services for the Morristown Regional Airport for a five-year period beginning January 1, 2023 and authorize the City Administrator to execute the same. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the recommendation from Lose Design to award the contract for the Durham Landing Connector Road project to East Tennessee Turf and Landscape (ETTL) in amount of \$740,000. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve Change Order No. 6 with Leon Williams Contractors for the City Hall Interior Renovations in the amount of \$28,075. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to declare miscellaneous electronic equipment surplus. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the purchase of rock salt from Morton Salt Company in an amount not to exceed \$50,000 via Statewide Contract (#507). Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion to approve moving Council meeting dates in July 2023 to the 1st and 3rd Thursday; July 6, and July 20, 2023. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion of acceptance of the Audit for Fiscal Year Ending June 30, 2022. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember A’Hearn made a motion of the approval to hire Hannah Marshall, Corey Romines and Samuel Sayegh as entry-level officers for the Morristown Police Department. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion of the confirmation of disciplinary action for the Morristown Police Department. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion of the confirmation to terminate employment of officer for the Morristown Police Department. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided; Linda Noe, Gwen Holden and Louis Chan spoke.

Mayor Gary Chesney adjourned the December 6, 2022, Morristown City Council meeting at 6:13 p.m.

Mayor

Attest:

City Administrator

**ORDINANCE NO. 4729
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE
AMENDING TITLE 1, CHAPTER 2, SECTION 206 OF THE
MORRISTOWN MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that the text of Title 1, Chapter 2, Section 206 of the Morristown Municipal Code is hereby amended as follows:

“Sec. 1-206. - Order of business. At each meeting of the city council, the following regular order of business shall be observed, unless dispensed with by a majority vote of the members present:

- (1)Call to order;
- (2)Invocation;
- (3)Pledge of allegiance;
- (4)Roll call;
- (5)Adoption of agenda;
- (6)Proclamations/presentations;
- (7)Citizen comments about agenda items only;
- (8)Approval of minutes;
- (9)Old business;
- (10)New business;
- (11)City administrator's report;
- (12)Comments from mayor/councilmembers/committees;
- (13)Adjournment.”

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

PASSED ON FIRST READING THIS 6th DAY OF DECEMBER, 2022.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS 20th DAY OF DECEMBER, 2022.

MAYOR

ATTEST:

CITY ADMINISTRATOR

RESOLUTION NO. 2022-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRISTOWN,
TENNESSEE DIRECTING PAYMENT OF ELECTRIC TAX EQUIVALENT.**

WHEREAS, Chapter 84, Public Acts of 1987, Tennessee Code Annotated, empowers the City Council to be paid revenues in lieu of taxes by the Morristown Utility Commission; and

WHEREAS, necessary data have been supplied by The Morristown Utility Commission and calculations of tax equivalents payable have been made in accordance with the provisions of Chapter 84, Public Acts of 1987 and other relevant contracts between the taxing jurisdictions:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Morristown, Tennessee that the Morristown Utility Commission is hereby directed to pay the following amounts of tax equivalents to the respective taxing jurisdictions for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Jurisdiction	Amount
City of Morristown	\$1,439,008.42 (77.5%)
Hamblen County	<u>\$ 417,776.64 (22.5%)</u>
Total In-Lieu Tax Payable	<u>\$1,856,785.06</u>

ADOPTED THIS THE 20th DAY OF DECEMBER 2022.

MAYOR

ATTEST:

CITY ADMINISTRATOR

MORRISTOWN UTILITIES COMMISSION

433 West First North St
PO Box 667
Morristown, TN 37815
Ph. 423-586-4121 www.musfiber.net

December 6, 2022

Mr. Tony Cox
City of Morristown Administrator
P. O. Box 1499
Morristown, TN 37815

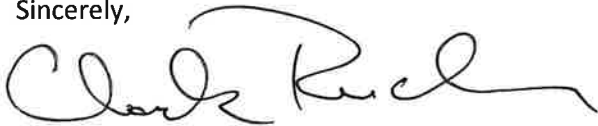
Dear Sir,

Please let this letter serve as a request to place the enclosed resolution regarding tax equivalent payments for fiscal 2023 on the next available City Council meeting agenda. Copies of the resolution passed December 6, 2022 by the Utility Board of Commissioners as well as a proposed resolution for the City are enclosed.

The tax equivalent amounts for the upcoming year are based on fiscal 2022 revenues and plant additions. The formulas and methods of calculation are those set forth by the State of Tennessee. TVA auditors have audited all calculations.

If there are any questions, feel free to contact me at the numbers listed on the letterhead.

Sincerely,

A handwritten signature in black ink, appearing to read "Clark Rucker", with a stylized, cursive script.

Clark Rucker
Assistant General Manager

Electric, Water, Wastewater, Video, Internet & Voice Services

RESOLUTION 2022-11-01

DIRECTING PAYMENT OF TAX EQUIVALENT

WHEREAS, Chapter 84, Public Acts of 1987, Tennessee Code Annotated, empowers the City Council to be paid revenues in lieu of taxes by The Morristown Utility Commission; and

WHEREAS, these bodies will consult regarding the amounts of tax equivalents to be paid to taxing jurisdictions in the service areas of the electric system; and

WHEREAS, necessary data has been supplied by The Morristown Utility Commission and calculations of tax equivalents payable have been made in accordance with the provisions of Chapter 84, Public acts of 1987, the TVA Power Contract with the City of Morristown and other relevant contracts between the taxing jurisdictions;

NOW, THEREFORE, BE IT RESOLVED, by The Morristown Utility Commission that the Morristown Utility Commission hereby agrees to pay the following amounts of tax equivalents to the respective taxing jurisdictions for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

Jurisdiction	Amount
City of Morristown	\$1,439,008.42 (77.5%)
Hamblen County	\$ 417,776.64 (22.5%)
Total In-Lieu Tax Payable	<u>\$1,856,785.06</u>

PASSED this 6th day of December, 2022


For
George
McGuffin
George B. McGuffin, Chairman

 for
Rod Isaacs, Secretary

RESOLUTION NO. 2022-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRISTOWN,
TENNESSEE DIRECTING PAYMENT OF WASTEWATER TAX EQUIVALENT.**

WHEREAS, Chapter 84, Public Acts of 1987, Tennessee Code Annotated, empowers the City Council to be paid revenues in lieu of taxes by the Morristown Utility Commission; and

WHEREAS, necessary data have been supplied by The Morristown Utility Commission and calculations of tax equivalents payable have been made in accordance with the provisions of Chapter 84, Public Acts of 1987 and other relevant contracts between the taxing jurisdictions:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Morristown, Tennessee that the Morristown Utility Commission is hereby directed to pay the following amounts of tax equivalents to the respective taxing jurisdictions for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Jurisdiction	Amount
City of Morristown	\$580,621.46

ADOPTED THIS THE 20th DAY OF DECEMBER 2022.

MAYOR

ATTEST:

CITY ADMINISTRATOR

MORRISTOWN UTILITIES COMMISSION

433 West First North St
PO Box 667
Morristown, TN 37815
Ph. 423-586-4121 www.musfiber.net

December 6, 2022

Mr. Tony Cox
City of Morristown Administrator
P. O. Box 1499
Morristown, TN 37815

Dear Sir,

Please let this letter serve as a request to place the enclosed resolution regarding wastewater tax equivalent payments for fiscal 2023 on the next available City Council meeting agenda. Copies of the resolution passed December 6, 2022 by the Utility Board of Commissioners as well as a proposed resolution for the City are enclosed.

The tax equivalent amounts for the upcoming year are based on fiscal 2022 plant assets. The formulas and methods of calculation are those set forth by the State of Tennessee.

If there are any questions, feel free to contact me at the numbers listed on the letterhead.

Sincerely,

A handwritten signature in black ink, appearing to read "Clark Rucker", with a long horizontal flourish extending to the right.

Clark Rucker
Assistant General Manager

Electric, Water, Wastewater, Video, Internet & Voice Services

RESOLUTION 2022-11-02

**DIRECTING PAYMENT OF TAX EQUIVALENT
WASTEWATER**

BE IT RESOLVED by The Morristown Utility Commission that the Morristown Utility Commission hereby agrees to pay the following amount of wastewater tax equivalents to the City of Morristown for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

FY 2023 In-Lieu Tax Payable \$ 580,621.46

PASSED this 6th day of December, 2022.


For:
George McGuffin
George B. McGuffin, Chairman


Rod Isaacs, Secretary

The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Josh Cole, Senior Planner
DATE: December 20th, 2022
SUBJECT: Rezoning Request from R2 to IB
Highway 25E

BACKGROUND:

Staff has received a request from the property owner, Terry Lunsford, to rezone a parcel on Highway 25E from R-2 (Medium Density Residential District) to IB (Intermediate Business District). This property was originally annexed into the city in 1976 with what was formerly the Appalachian Highway.

The requested parcel is approximately 0.6 miles south of the intersection of Highway 25E and Highway 160. It is 5.71 acres in size and vacant. It has S. Davy Crockett/Highway 25E to the west along residential or vacant properties to the south, north, and east.



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

RECOMMENDATION:

Per TDOT, Highway 25-E is a major corridor in the city and the daily traffic counts near this parcel was 17,943 in 2019 which makes it suitable for higher intensity development that accompanies many uses in the IB district. Thus, staff recommends approval of this rezoning request to IB. Planning Commission voted in support of this request by a 8-1 vote at their December meeting.

ORDINANCE NO. _____,
ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF
MORRISTOWN, TENNESSEE, APPENDIX B.
*{Rezoning of Hamblen County Tennessee Tax Parcel ID # 032050 10701 from R2 (Medium Density
Residential District) to IB (Intermediate Business District), the general location being shown on the
attached exhibit A.}*

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from R2 (Medium Density Residential District) to IB (Intermediate Business District),

Being 5.71 acres as shown on the Survey of The Charles L. Roberts Property as recorded containing 5.71 acres as shown by plat of recorded in Plat Cabinet J, Slide 38 in the Register's Office, Hamblen County, Tennessee.

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used for Medium Density Residential District (R2) uses exclusively.

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

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

Passed on first reading the 20th day of December 2022.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 3rd day of January 2023

Mayor

ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning

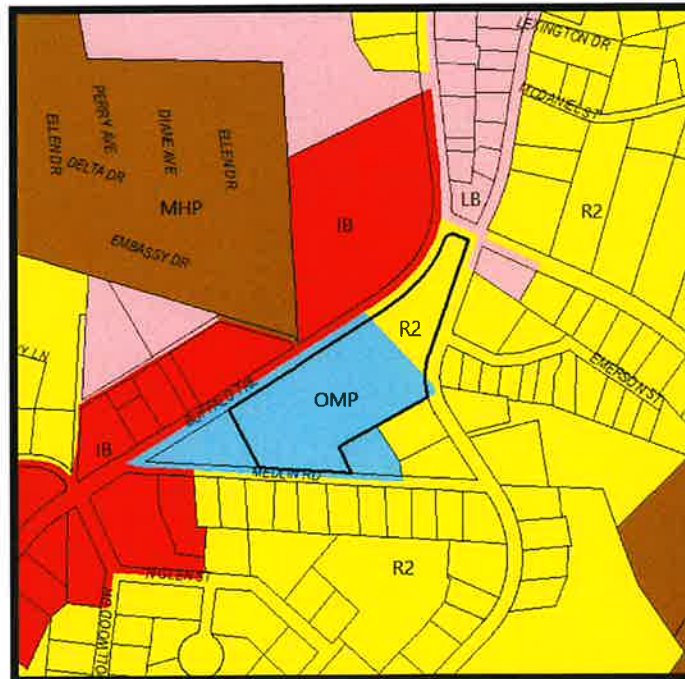


TO: Morristown City Council
FROM: Josh Cole, Senior Planner
DATE: December 20th, 2022
SUBJECT: Rezoning Request from R2 and OMP to IB
Buffalo Trail Baptist Church

BACKGROUND:

Staff has received a request from Buffalo Trail Baptist Church, located at 1829 Sherwood Drive, to be rezoned from R-2 (Medium Density Residential District) and OMP (Office, Medical, and Professional District) to IB (Intermediate Business District). The reason for the request is to upgrade their sign to a digital electronic message center which is not allowed in either the R-2 or OMP district.

The subject parcel is approximately 5.5 acres in size. It has commercial properties zoned IB to the west across Buffalo Trail, a commercial property to the north zoned IB, and primarily residential properties to the south and east zoned OMP and R2.



RECOMMENDATION:

This property is located at the intersection of two major roadways, Buffalo Trail and N. Liberty Hill Road. Staff believes the rezoning to IB is appropriate and matches the surrounding land uses and zoning districts. Staff recommends approval of this request. Planning Commission voted in support of this request by a 9-0 vote at their December meeting.

ORDINANCE NO. _____,

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

{Rezoning of Hamblen County Tennessee Tax Parcel ID # 032025P K 00400 from R2 (Medium Density Residential District) and OMP (Office, Medical, and Professional District) to IB (Intermediate Business District), the general location being shown on the attached exhibit A.}

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from R2 (Medium Density Residential District) and OMP (Office, Medical, and Professional District) to IB (Intermediate Business District),

BEGINNING at an IRN which is approximately S 39 deg. W 56325 feet from the intersection of Sherwood Drive and N. Liberty Hill Road, and approximately N 22 deg. E 53.4 feet from a power pole and approximately S 62 deg. E and 55.2 feet from another power pole; thence S 21 deg. 36 min. 17 sec. W 135.03 feet to a new nail and cap; thence S 18 deg. 54 min. 47 sec. W 295.64 feet to a drilled point in the concrete driveway to the church parsonage; thence S 4 deg. 45 min E 74 feet to an IRN; thence 61 deg. 05 min. W 316 feet to an IRO; thence S 24 deg. 52 min. 01 sec E 111.7 feet to an IRO; thence 84 deg. 02 min. 25 sec. W 339.41 feet to an eighteen inch diameter elm tree; thence N 24 deg. 07 min. 58 sec. W 221.31 feet to an IRN; thence N 60 deg. 49 min. E 653.6 feet to a new nail and cap; thence N 42 deg. 01 min. 31 sec. E 188.10 feet to an IRN; thence N 39 deg. 11 min. 49 sec. E 59.57 feet to an IRN; thence N 68 deg. 06 min. 19 sec. E 34.50 feet to an IRN; thence S 55 deg. 00 min. 21 sec E 37.75 feet to the point of BEGINNING.

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used for Medium Density Residential District (R2) uses exclusively.

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

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

Passed on first reading the 20th day of December 2022.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 3rd day of January 2023

Mayor

ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Lori Matthews
DATE: December 20th, 2022
REQUEST: Rezoning Request

Applicant and property owner, Brad Hall, is requesting his property, located at 1510 North Liberty Hill Road be rezoned from its current designation of Light Industrial (LI) to Intermediate Business (IB). The site is located at the northwest intersection of North Liberty Hill Road with Old Liberty Hill Road.

The 1.5 acre site contains roughly 10,000 square feet of tenant space, originally constructed in the early 1990's. Bordered by Stubblefield Creek to the west and Liberty Hill Methodist Church to the east, the site is surrounded by residential zoning. There exists a mobile home park (zoned Mobile Home Park) and guttering business (zoned Light Industrial) across North Liberty Hill Road from the subject parcel.

Past tenants have included an array of businesses to include hair salons, automotive repair and religious assembly, most of which have been commercial in nature. Fire damage to the building a couple years ago caused the eviction of many tenants. Those tenants wishing to return are all commercial in use, which Staff feels to be a much better fit. Staff will be reaching out to the business across the street to see if the applicant would like to downzone his gutter business to commercial as well. Industrial zones in this predominantly residential area of Morristown are not needed.

RECOMMENDATION:

The Morristown Regional Planning Commission at their December 13th meeting voted to forward this request on to City Council for approval.



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

{Rezoning 1510 Old Liberty Hill Road from LI (Light Industrial) to IB (Intermediate Business), the general location being shown on the attached exhibit A.}

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

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

Having been assigned Hamblen County Tax ID # 025J F 00503 000, 1510 Old Liberty Hill Road is located at the northwest intersection of North Liberty Hill Road and Old Liberty Hill Road, containing approximately 1.77 acres;

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

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

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

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

Passed on first reading the 20th day of December 2022.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 3rd day of January, 2023.

Mayor

ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Lori Matthews
DATE: December 20th, 2022
REQUEST: Rezoning Request

Property owner Guzman Subcontractors, Inc. has requested their property located at 1934 Shields Ferry Road be rezoned from its current designation of R-2 (Medium Density Residential) to R-3 (High Density Residential) for the purpose of building multi-family residential housing units.

The subject site sits directly opposite Wildwood Park and is roughly one-acre in size. It is bounded on all sides by Medium Density Zoning (R-2) with single-family or duplex residential housing units existing. There are 5-plex and 6-plex dwellings at the very end of Shields Ferry Road which average no more than 12 units per acre.

The primary difference between the City's R-2 and R-3 zoning designations is the allowable density. R-2 (Medium Density) allows a maximum of 12 units per acre. R-3 (High Density) allows a maximum of 20 units per acre. The applicant is requesting the higher density zoning in order to build additional units on the property.

RECOMMENDATION:

The Morristown Regional Planning Commission at their December 13th meeting voted to forward this request on to City Council for approval.



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

{Rezoning a part of Lots 3, 4 and 5 of the Robert Campbell Property as shown on a plat of same from R-2 (Medium Density Residential) to R-3 (Heavy Density Residential), the general location being shown on the attached exhibit A.}

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

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

Beginning at a point on the east side of Shields Ferry Road, corner to an unnamed street, as shown on the plat of the Robert Campbell property found of record in the Registers Office for Hamblen County, Tennessee in Plat Book 3, Page 152; thence south 84 deg 14 min east 224.5 feet to an iron pin; thence south 4 deg. 30 min. west 204.7 feet to an iron pin; thence north 88 deg. 45 min. west approximately 239 feet to a stake in the eastern edge of Shields Ferry Road; thence along the eastern edge of Shields Ferry Road north 8 deg. 30 min. east approximately 231 feet to the point of beginning.

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from R-2 (Medium Density Residential) to R-3 (Heavy Density Residential);

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

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

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

Passed on first reading the 20th day of December 2022.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 3rd day of January, 2023.

Mayor

ATTEST:

City Administrator

Exhibit A:



TEST RENTAL AND USE AGREEMENT

This Test Rental and Use Agreement ("Agreement") is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority ("CPS HR") and the Agency or Organization named in the signature block at the end of the Agreement ("Client").

- A. **Purpose.** This Agreement defines CPS HR test rental, use and security policies and procedures.

CPS HR develops and rents tests for a number of purposes and in a number of formats (including but not limited to print and electronic media). For that reason, some of the below paragraphs apply under certain circumstances. But, unless specifically limited, each paragraph applies to all testing purposes and formats.

- B. **Ownership of CPS HR Tests.**

1. CPS HR owns all rights, title and interest, including copyrights, in all tests provided under this Agreement. They are the property of CPS HR and shall remain the property of CPS HR, even while in the custody of Client.
2. Additionally, tests that have been constructed or modified based on information provided by the client shall not be considered works made for hire, as that term is defined under U.S. Copyright Law. CPS HR shall own all rights, title and interest, including the copyright, in any test it creates for the Client.
3. Ownership of tests specifically developed for a client and of individual test questions supplied by Client, if any, shall be governed by a separate Agreement between CPS HR and Client.

- C. **Test Materials.** Test Materials consist of all used and unused test booklets, proctors instructions, proctors manuals, scoring instructions, key sheets, key overlays, keyed booklets, scoring keys, instructions, CDs (for oral tests), and any other materials generated at the test administration, such as completed answer sheets (if applicable), scratch paper, note paper and the like.

- D. **Test Security.** CPS HR security standards are designed to protect the mutual interests of all Clients that use Test Materials as well as the interests of applicants who take CPS HR tests. In order that no person may gain special advantage by having improper access to the material, all users must sign this Agreement and agree to fulfill its terms, before the Agreement is effective.

1. Client agrees to take all reasonable and diligent steps to keep CPS HR tests, sample tests, and testing processes confidential and free from unauthorized access and use. This includes, but is not limited to, client agreeing not to divulge, convey, copy in whole or part, duplicate, convert to another format or medium, or otherwise disseminate tests, portions of tests, or test materials.
2. For on-line tests, client further agrees to take all reasonable and diligent steps to prevent any modification to or reverse engineering of the testing software, and any transfer, storage or dissemination of tests or testing software and data on any storage medium or computer server other than those specifically authorized by CPS HR.
3. Should Client suspect any breach of test security, Client agrees to immediately notify CPS HR and immediately take all steps necessary to preserve

evidence of or related to the breach, whether physical or electronic.

- E. **Test Review, Ordering and Administration.**

1. **Review Copies.** Review of CPS HR tests, regardless of format, is subject to the test security standards.

- (a) **Test Rental Division:** To help in deciding whether to rent exams, Client may review CPS HR stock tests and other stock test materials free of charge (e.g., stock supplements, structured interview packages, and specialized item sets).
- (b) **SLPP:** CPS HR does not offer review copies of the Spanish Language Proficiency Program (SLPP) tests. However, for new clients, CPS HR can provide a sample written test booklet showing the different components of the test.
- (c) **On-line Testing:** To help in deciding whether to utilize on-line testing, Client may review sample on-line tests free of charge.

2. **Ordering Testing Materials and Scheduling of Examinations.**

- (a) **Test Rental Division:**

- (i) To ensure materials are received in time, Client must notify CPS HR at least 10 business days prior to the test date of the total number of candidates in each job classification to be tested. If orders are placed less than 10-business-days prior to the test date, rush shipment charges may apply and timely delivery cannot be guaranteed.
- (ii) Client shall rent one test booklet per candidate to be tested. CPS HR shall provide Client with Test Materials including instructions for administering the test, sufficient test booklets and any other material CPS HR deems necessary.

- (b) **On-line Testing:**

- (i) To ensure Client equipment is functioning and capable of administering on-line testing, Client must request testing from CPS HR at least 10 business days prior to the test date on the first time Client utilizes on-line testing. After Client has successfully used on-line testing, 5 working days notice is normally sufficient for subsequent testing.
- (ii) Client recognizes that CPS HR has no control over the functioning of the internet, and any problems with on-line testing due to the failure thereof are not attributable to CPS HR.

3. **After the test date.**

(a) **Test Rental Division:**

- (i) Within 10 business days of the test date, Client shall return to CPS HR all Test Materials including all materials provided by CPS HR for the test administration.
- (ii) Client shall not reuse printed tests on the test date or on any other date but shall return Test Materials to CPS HR, whether or not the test was administered.

(b) **On-line Testing:**

- (i) After the scheduled test date(s), CPS HR will suspend access to the on-line test site.
- (ii) Within 10 business days of the test date, Client shall destroy all CPS HR Test Materials including scratch paper and note paper in a way that make the materials unrecoverable.

F. **Billing, Pricing, and Payment.**

- 1. CPS HR shall bill Client at the billing address provided in Exhibit A, unless notified in writing of a new billing address.
- 2. The bill shall be derived from the most current applicable Rate Sheet (s): Exhibit B for Test Rental, Exhibit C for Special Services, Exhibit D for Online Skills, and Exhibit E for Personality. Client acknowledges and understands that the Test Price List(s) are only effective as of the date shown each of them and are subject to change.
- 3. Client shall be billed for any work done on a canceled or postponed test up to the time CPS HR is notified of such cancellation or postponement. Under certain circumstances, and in CPS HR's sole discretion, credit may be given for work already performed if the test is rescheduled.
- 4. CPS HR may charge Client for lost or compromised tests if Test Materials are not returned according to 3(a) above. Client shall be liable for the actual cost associated with the creation of a substantially similar replacement test up to a maximum of \$15,000.
- 5. Client agrees to and shall pay all invoices within thirty (30) days of receipt of invoice.
- 6. Credits. For each unopened package of stock exams that is returned, a \$35.00 credit will be generated that can be applied towards the current or future test order. Credit has no cash value and will expire 12 months after the issue date.

G. **Candidate Inspections**

1. **Test Materials.**

CANDIDATE INSPECTION OF TEST MATERIALS SHALL **NOT** BE ALLOWED EXCEPT IN CASE OF ANSWER SHEETS AS DESCRIBED BELOW

2. **Answer Sheets.**

- (a) If a candidate files a protest regarding the scoring of his or her test, inspection of a candidate's own answer sheet(s) for the purpose of detecting whether any clerical or other error has been made in the scoring of the answer sheets shall be allowed, upon request by the Client, for a 10-business-day period immediately following the notification to the candidate of test results.
- (b) Candidates are not allowed to review the question booklet during this inspection period.

- (c) Not more than one hour will normally be allowed for answer sheet(s) review. A representative of Client's Personnel or Administrative office shall be present to assure that no changes or marks of any kind are made by the candidate on the answer sheet(s) or keyed answer sheet.

H. **Client Responsibilities.**

- 1. Client shall perform all parts of the testing process which are not performed by CPS HR. Client has the responsibility for assuring that the testing process performed by Client conforms to any applicable laws, rules or ordinances, and for the test as a whole. Under the federal Uniform Guidelines on Employee Selection Procedures, the Client as test user is responsible for local validation efforts (e.g., SME review, job analysis studies) and the results of the selection process, and Client understands and acknowledges that it must be prepared to demonstrate that the process is valid and meets other testing standards if it adversely affects groups protected by fair employment laws.
- 2. Client is responsible for insuring that all persons who handle or have access to Test Materials in any capacity for Client shall do so in compliance with this Agreement, and are trained to handle Test Materials and administer tests before they do so.
- 3. CPS HR retains score reports for 60 days after each test administration date. Test users must maintain the appropriate documentation of score report information for agency record purposes.
- 4. Client is responsible for making determinations regarding the merit of candidate appeals. CPS HR can assist with researching candidate appeals at the specified hourly rate.

I. **Legal Proceedings Involving Test Materials.**

- 1. If Client receives notice of any administrative or court proceeding involving a CPS HR test, or a request for disclosure of Test Materials, such as a subpoena, or a public records or freedom of information request, Client shall notify CPS HR of such request immediately and well before a response is due.
- 2. Upon CPS HR request, Client shall maintain the confidentiality of the Test Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested Test Materials must be disclosed under the applicable public records statute.
- 3. Client shall cooperate with CPS HR in seeking any relief necessary to maintain the confidentiality of the Test Materials.
- 4. Client shall indemnify and hold CPS HR harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorney fees and costs) arising out of or in connection with administration of a test, or with maintaining confidentiality of Test Materials.

J. **Term and Termination of Agreement.**

- 1. **Term.** This Agreement is effective beginning the date it is signed by both parties and continuing for two years thereafter unless earlier terminated by either party as stated below.
- 2. **Immediate Termination upon Material Breach.** Either party may terminate this Agreement immediately

upon any material breach by the other party. For purposes of this Agreement, but without limiting the meaning of material breach, any breach of the test security provisions, however minor, shall be considered a material breach. Client understands and acknowledges that immediate termination by CPS HR may result in the withholding or recall of Test Materials.

3. **Termination Without Cause.** CPS HR and Client may terminate the Agreement without cause upon thirty days written notice to the other party.
4. **Return of Test Materials.** Upon termination of the Agreement, Client shall immediately return to CPS HR any Test Materials that it possesses.

K. Miscellaneous.

1. **Notices.** Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to Client at the address provided for the Principal Signer and to CPS HR at 2450 Del Paso Rd., Ste. 160, Sacramento, CA 95834.
2. **Dispute Resolution; Remedies.**
 - (a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.
 - (b) Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, in the event of a breach, in addition to its rights and remedies otherwise available by law, CPS HR shall be entitled to seek equitable relief, including injunction.
3. **Attorneys Fees.** If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or

prevailing party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

4. **Waiver.** The failure of any party at any time or times to require performance of any provisions of this Agreement shall in no manner affect its right to enforce such provision at a later time. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the party granting the waiver.
5. **Entire Agreement; Modifications.** This Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof and supersedes all other Agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.
6. **Counterparts; Facsimile Signature; Electronic Signature.** This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing the signature shall be as good as the original wet-ink signed copy for all intents and purposes.
7. **Interpretation; Jurisdiction.** This Agreement shall be interpreted and enforced under the laws of the State of California and jurisdiction shall be in Sacramento County, California. The Agreement shall be interpreted in a fair and balanced manner to best preserve its intent, and without bias against the drafter.
8. **Authority to Sign.** The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

Principal Signer By signing below, I represent that the persons(s) listed in Exhibit A and on any attached sheets is/are authorized to handle CPS HR Test Materials on Clients behalf. I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental Agreement then in effect, and that I will ensure all individuals handling and/or administering tests are properly trained.

**Cooperative Personnel Services dba
CPS HR Consulting,
A California Joint Powers Authority**

By: Amy Bigone
Authorized Signature

Name: Amy Bigone

Title: Test Rental Program Manager

Date: 12/14/2022

Client

By: _____
Authorized Signature (Head of Agency)

Name: Gary Chesney

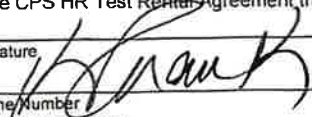
Title: Mayor


Email: _____


Date: _____

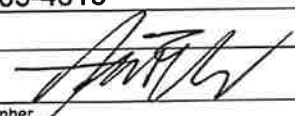
Exhibit A

Authorized Representative(s) *(use an additional page if needed)* By signing as an Authorized Representative, I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental Agreement then in effect.

Name, Title Kathy Frank	Signature 
E-mail Address kfrank@mymorristown.com	Phone Number 423-585-4690

Name, Title Jan Slack	Signature 
E-mail Address jslack@mymorristown.com	Phone Number 423-585-1834

Name, Title Nicole Sizemore	Signature 
E-mail Address nsizemore@mymorristown.com	Phone Number 423-585-4618

Name, Title Andrew Ellard	Signature 
E-mail Address aellard@mymorristown.com	Phone Number 423-585-4614

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

II. Billing Contact

Contact Name and Title Tee DeMoss, Accounting Tech			
Agency City of Morristown			
Street Address, City, State, Zip PO Box 1499 Morristown, TN 37816 423-585-4616 423-585-4687			
E-Mail accountspayable@mymorristown.com		Phone Number	

III. Physical Address

Agency / Department Name City of Morristown	
Street Address, City, State, Zip 100 W 1st N Street Morristown, TN 37814	

Exhibit B
CPS HR Test Rental Division Rates
Effective January 2022 - Subject to Change

	STOCK TESTS*	SEMI-STOCK TESTS	CUSTOM TESTS	AGENCY TESTS
Base Fee (per order) ‡	\$295.00	\$595.00	\$995.00	\$350.00
1-100 Candidates (per candidate)	\$9.00	\$14.00	\$15.00	\$10.00
101-500 Candidates (per candidate)	\$8.50	\$13.00	\$14.00	\$9.50
501+ Candidates (per candidate)	\$8.00	\$12.00	\$13.00	\$9.00
New Item Writing/Entry	N/A	N/A	\$35 per item	N/A
Pick Up/Handling	5%	5%	5%	5%
Standard Shipping/Handling **	10%	10%	10%	10%
Expedited Shipping/Handling **	15%	15%	15%	15%
Shipping outside contiguous U.S.	20%	20%	20%	20%

Entry-Level Law, Entry-Level Fire and Entry-Level Clerical	
Candidate Materials (available online through Candidate Resource Center)	
<i>Online Preparation Manuals</i>	<i>Online Practice Test</i>
\$3.00 if purchased by client \$5.00 if purchased by candidate	\$10.00 if purchased by client \$15.00 if purchased by candidate

*CPS HR will apply a credit of \$35.00 for each **UNOPENED package of Stock Exams** of test booklets on the current or future **STOCK test order** (see additional terms listed on F.6.).

**Standard shipping applies to orders placed at least 10 business days prior to test date. Expedited shipping applies to orders placed less than 10 business days prior to test date.

‡ Base fee includes the following at no additional charge: Proctor's Manual, Scoring Manual, CPS HR Scoring, CPS HR answer sheets and a scoring report.

Online Testing Option for Written Exams*				
	Stock Tests	Semi-Stock Tests	Agency Tests	Custom Tests
Administrative Set Up Fee (per order)	\$95.00	\$95.00	\$95.00	\$95.00
One Time Exam Set Up Fee	N/A	\$595.00	\$350.00	\$995.00
Per Candidate Fee	\$15.00	\$15.00	\$15.00	\$15.00
Title Change (optional)	\$25.00	N/A	N/A	N/A
Additional Supplement (optional)	\$50.00	N/A	N/A	N/A

* The one time set-up fee will be applied for the first online administration of a semi-stock, agency or custom test.

* All exams must be administered in a proctored environment

Exhibit C
CPS HR Special Services
Effective January 2022 - Subject to Change

REMOTE PROCTOR SERVICES		
	Agency Price	Candidate Price
Administrative Set Up Fee (per order)		\$75.00
1 hour test (per candidate)	\$22.50	\$25.50
1 – 2 hour test (per candidate)	\$30.00	\$33.00
2 – 3 hour test (per candidate)	\$38.75	\$41.75
Over 3 hour test (per candidate)	\$47.50	\$50.50
Take it Now Premium Scheduling (Additional Fee as applicable per candidate)	\$12.00	\$12.00
Take It Soon Premium Scheduling (Additional Fee as applicable per candidate)	\$8.00	\$8.00

SPECIAL SERVICES	
Candidate Appeals Support	\$130 per hour
Cover Change – Stock Exams Only	\$100 base fee (unopened returned books will NOT qualify for a credit)
Re-Scoring/Hand-Scoring of Answer Sheet	\$ 30.00 (Requested directly by Agency)
Review Copies (Hardcopies sent via FedEx)	\$25.00 per order (online review copies are provided at no charge)
Scoring Keys	\$10.00 per Overlay, Key Sheet provided at no additional cost
Spanish Language Proficiency Oral Exam	\$295.00 Base Fee + \$120 per candidate (Professional Scoring Included)
Stock Supplements	\$ 2.00 per book when ordered with a Stock test
Structured Interview Packages	\$595.00 Base Fee + \$15.00 per candidate
Supplemental Orders	\$25 base fee, candidate count fee, and shipping/handling
Writing Proficiency Exam	\$ 350.00 Base Fee + \$ 15.00 per candidate (Professional Scoring included)
Non-specified special Services	CALL FOR DETAILS - Billed at the following rates Consultant Time \$130/hour Technician Time \$ 75/hour

Exhibit D

CPS HR On-line Skills Test Pricing Schedule Effective January 2022 - Subject to Change

ONLINE SKILLS TEST	
Single-Subject Test	
Administrative Set Up Fee (per order)	\$95.00
Per Candidate Fee	\$15.00

Exhibit E

CPS HR On-line Personality Test Pricing Schedule Effective January 2022 - Subject to Change

PERSONALITY TEST	
Report Option	Price Per Candidate
General Employability Report (if used with stock exam)	\$7.50
General Employability Report (if used without a stock exam)	\$10
Advantage Report	\$15
Express Report	\$55
Potential Report	\$155
Challenge Report	\$155
Values Report	\$155
Leader Basis	\$205
Leadership Forecast (includes Potential, Challenge and Values reports)	\$410
Coaching Report	<i>Free with order of Leadership Forecast Report</i>

Test Rental Contact Information:

CPS HR Consulting
Attn: Test Rental Division
2450 Del Paso Rd., Ste. 160, Sacramento CA 95834

Telephone: 916.263.1800 / Toll Free 866.867.5272
Fax: 916.921.6240 / E-mail: testrental@cpshr.us

Contract for Brokerage/Consulting Services Between The City of Morristown and Mark III Brokerage, Inc.

THIS AGREEMENT made the 20th of December, 2022 between The City of Morristown whose business is at 100 West First North Street Morristown, TN 37814 and Mark III Brokerage, Inc., whose business address is 300 W. Watauga Avenue Johnson City, TN 37604.

The City of Morristown has agreed to contract with Mark III Brokerage, an employee benefits brokerage/consulting firm effective July 1, 2023 to June 30, 2026. Thereafter, the City reserves the right, at its sole option, to extend the term of the services for up to three additional one-year term(s), or seek new proposals as it deems appropriate.

Responsibilities of Mark III:

1. Mark III will act as the broker for all of the employee benefits programs implemented for the City of Morristown.
2. Mark III's responsibilities include:

Plan Marketing and Evaluation Services

A. Specification Preparation

With the guidance and assistance from the City, Mark III will prepare specifications that give the carriers/vendors an accurate assessment of your existing health insurance; including census, claims activity, current plan design, and requested plan designs. The specifications outline your concerns and goals.

B. Marketing the Specifications

Mark III will contact the qualified carriers and vendors to determine their interests in evaluating your medical plan. Carriers/vendors that express an interest are sent the specifications to obtain a response. Mark III is responsible for gathering the responses from the qualified carriers/vendors.

C. Evaluate the Responses

Once all proposals are received, the City and Mark III will narrow down the most competitive carriers/vendors based on, but not limited to, the following criteria:

1. Outstanding service, including but not limited to, strong client service support, home office underwriting, contracts and legal service departments, claims processing, and related customer service.
2. Networks, which provide excellent access to hospitals and physicians in the locations where employees reside. Carriers/vendors will complete a Provider Access Report (Geo-Access Report) using criteria designated which will provide complete coverage for your employees.
3. Competitive Plan Designs.
4. Competitive rates or fee structure.
5. Future stability of rates/fees.
6. Providing comprehensive experience reports to the client so that an evaluation can be made relative to plan performance.
7. Carrier flexibility when plan design changes are necessary to meet the needs of the employees and the employer.
8. Provides quality ongoing service and a service team that is dedicated to solving problems that arise during the plan year.

Mark III will provide a comprehensive evaluation, giving a side-by-side comparison of each vendor's offer.

The finalists are given the opportunity to make presentations to the City. This gives the staff the chance to ask questions and evaluate the carriers based on their responses. We have taken a long-term approach when creating a relationship with the employer and your satisfaction with the programs that are implemented will always be imperative.

During the plan year we will track the claims to look for trends and monitor the service level of the vendor. Prior to the City receiving the renewal from the carrier/vendor, Mark III will evaluate the initial the experience and develop our

own renewal, separate of the carrier/vendor. Once Mark III has completed our initial evaluation, we will meet with the City to discuss our initial assessment. At the renewal meeting, we will compare our estimates against the carrier/vendor's using the following criteria:

1. Claims activity.
2. Competitiveness of the carrier's reserving philosophy. This will be determined by comparing their assumptions to industry norms.
3. Competitiveness of the carrier's retention. This will be determined by comparing their costs to industry norms.
4. Changes in the demographic composition of the client and how that has changed over time. How these demographics (manual rate) impact the renewal.
5. How competitive/aggressive the carrier is when weighing the manual rate vs. the experience rate or vice versa.
6. Industry trending factors.

Based on the initial results of our meeting and how satisfied the City/Mark III is with the renewal, will determine the next step. If the renewal is competitive and there is not a significant financial or benefit change that is required, no action would be taken. If the response from the carrier/vendor were uncompetitive, then further negotiation would take place. If a satisfactory response from the carrier/vendor does not occur, then Mark III would market the plan in question to see if a more competitive offer can be attained from other qualified vendors.

At the City's request, Mark III will provide budget projections throughout the plan year, to help the City plan for financial considerations.

Mark III will provide a representative to present health insurance plan performance information to the City on quarterly or as-needed basis.

- D. Mark III will also provide broker/consulting services on the Group Dental, Vision, Life, AD&D, Dependent Life and Long-Term Disability, as well as all Voluntary Benefits offered by the City.
- E. Mark III will also provide an employee benefits web site. The web site will include the following:
 1. Medical Insurance Program.

2. Dental Insurance Program.
 3. Term Life Insurance Program.
 4. Vision Insurance Program.
 5. Voluntary Benefits.
 6. Wellness Information.
 7. Forms available online for the employees to download.
- F. If the enrollment data is available from the customer in an electronic file format, Mark III will provide an electronic enrollment for the appropriate benefits to be included in the plan. The elections collected will be:
- Medical Coverage
 - Dental Coverage
 - Group Life Coverage
 - Vision Coverage
 - Disability Coverage
 - Various Payroll Deduction Elections
- G. If an electronic enrollment is conducted, Mark III will return the enrollment results back to the employer in Excel, which can be downloaded into your payroll system. This is not a requirement, but it is available if you wish to take advantage of the system.
- H. Mark III will also provide the communication for the benefits offered. The communication will be handled in two phases;
1. Group Meetings - At the group meetings, the employees are given information concerning all of the benefits. To review all of the benefits, the meeting will last approximately thirty minutes. The amount of content communicated during the group presentation is up to the employer.
 2. Individual Meetings - The employees are given time to meet with an enroller on a one-on-one basis. These meetings will be held at specific times and at the work locations. At this time, questions may be asked and forms completed. A copy of the election form is given to the employee as a confirmation.

- I. Salaried Enrollment Team - All of the enrollers used by Mark III are salaried employees of Mark III.
- J. Mark III will produce benefit booklets for all of your employees. The information is in a concise and informative format. The brochure will give your employees all of their benefits information in one document.
- K. Mark III will provide full time service personnel to answer questions that your employees and staff might have. Our service staff's core responsibility is only to address the needs of our customer. They are not responsible for marketing. We are advocates for the employer and its employees, not the insurance company.

Responsibilities of the City of Morristown (known as the employer):

- 1. The City of Morristown agrees to support Mark III's efforts to collect information necessary to bid the various employee benefits programs. This information would include census and payroll information.
- 2. The City of Morristown agrees to support Mark III's efforts to communicate the employee benefits by making the employees available during working hours.
- 3. The City of Morristown agrees to take and remit the payroll deductions for the various firms involved in the employee benefits programs.
- 4. The City of Morristown will not take payroll deductions for insurance products that compete with any new employee benefits offered through Mark III.
- 5. The City of Morristown will discourage vendors who solicit insurance products that compete with the employee benefits programs from contacting employees during normal work hours at the worksite.

Cost:

Mark III will provide the consulting services on the Group Medical, Dental and Vision Plans for **\$30,000 per year or \$2,500 per month.**

Mark III will receive the standard rate of commission (10%) that is already built into the premiums on the Basic Life, AD&D, Dependent Life and Long-Term Disability Plans.

Mark III will also receive commission that is built into the premiums on the voluntary benefits that are offered through payroll deduction.

The City of Morristown

Signed: _____

By: _____

Date: _____

Mark III Brokerage, Inc.

Signed: Jon Manfull

By: JONATHAN E. MANFULL - SR. ACCT. EXECUTIVE

Date: 12/13/2022



Morristown City Council Agenda Item Summary

Date: December 20, 2022

Agenda Item: Approve amendments to the Internal Control Policy Manual.

Prepared By: Andrew Ellard

Subject: Amend Internal Control Policy Manual

Background: TCA 9-18-102 requires local governments to establish and maintain internal controls. A primary component of internal control involves monitoring, including a monitoring and review of the internal control document itself to ensure it remains current.

Findings/Current Activity:

Organizational and operational changes within the City in recent years bring to light a need to update the manual to recognize improvements to various internal control measures. Additionally, the anticipated operation of the Morristown Landing differs from the operation of the rest of the city departments in that it involves a contract operator, so these amendments also seek to address how the Landing's operations will be monitored.

Financial Impact:

None

Action options/Recommendations:

Staff recommends adoption of the proposed amendments.

Attachment:

- Internal Control Policy Manual (1 clean version incorporating all edits)
- Not attached, but available for review, is a version showing all edits.

CITY OF MORRISTOWN INTERNAL CONTROL MANUAL



**June 30, 2016
As Amended December 20, 2022**

Prepared by Finance Department

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2 INTRODUCTION

The City of Morristown has the responsibility to its taxpayers, investors, and constituents to be good stewards of public monies and property. In our efforts to serve the public as city officials or employees, the City of Morristown established this Internal Control Manual using widely recognized best practices and state and federal directives.

State of Tennessee statutes require the Comptroller's Office, Department of Audit, to prescribe uniform accounting systems for entities that handle public funds. Those statutes require public officials to adopt and use the system designated by the Comptroller's Office. The Tennessee Legislature amended TCA Section 9-18-102 in 2015 to require local governments to establish and maintain internal controls in accordance with guidance issued by the U.S. Government Accountability Office (GAO). The guidance is titled Standards for Internal Control in the Federal Government (Green Book). The Green Book follows the format developed by the Committee of Sponsoring Organizations (COSO) which has been the gold standard of internal control for all entities except the federal government for several years.

The internal control system consists of three objectives and 5 main components. Within the 5 components there are 17 principles that apply to certain components. The state considers the 5 components mandatory, and the 17 principles are optional. The City of Morristown has chosen to only address the minimum requirements of the state in this manual; however, the 17 principles from the Green Book are presented below for informational purposes and to help explain the 5 components.

THREE (3) OBJECTIVES OF INTERNAL CONTROLS:

1. Reporting – reliability
2. Operations – effective and efficient
3. Compliance – compliant with applicable laws, regulations, contracts and grant agreements

FIVE (5) MAIN COMPONENTS OF INTERNAL CONTROLS THAT ARE REQUIRED TO BE ADDRESSED:

1. Control Environment
2. Risk Assessment
3. Control Activities
4. Information and Communication
5. Monitoring

The purpose of this manual is to ensure that the objectives of reporting and compliance are established. (The operational objective will be addressed at a later time.) The policies to achieve the objectives are derived from various financial best practices, state and federal laws, and regulations. Policies may be developed to suit specific needs of city functions and resources. Detailed procedures are then developed and documented as a means for cities to comply with its established policies.

Figure 3: The Five Components and 17 Principles of Internal Control:

CONTROL ENVIRONMENT:

1. The oversight body and management should demonstrate a commitment to integrity and ethical values.
2. The oversight body should oversee the entity's internal control system.
3. Management should establish an organizational structure, assign responsibility, and delegate authority to achieve the entity's objectives.
4. Management should demonstrate a commitment to recruit, develop, and retain competent individuals.
5. Management should evaluate performance and hold individuals accountable for their internal control responsibilities.

RISK ASSESSMENT:

6. Management should define objectives clearly to enable the identification of risks and define risk tolerances.
7. Management should identify, analyze, and respond to risks related to achieving the defined objectives.
8. Management should consider the potential for fraud when identifying, analyzing, and responding to risks.
9. Management should identify, analyze, and respond to significant changes that could impact the internal control system.

CONTROL ACTIVITIES:

10. Management should design control activities to achieve objectives and respond to risks.
11. Management should design the entity's information system and related control activities to achieve objectives and respond to risks.
12. Management should implement control activities through policies.

INFORMATION AND COMMUNICATION:

13. Management should use quality information to achieve the entity's objectives.
14. Management should internally communicate the necessary quality information to achieve the entity's objectives.
15. Management should externally communicate the necessary quality information to achieve the entity's objectives.

MONITORING:

16. Management should establish and operate monitoring activities to monitor the internal control system and evaluate the results.
17. Management should remediate identified internal control deficiencies on a timely basis.

Source: GAO. GAO-14-704G.

3 CONSIDERATIONS IN DEVELOPMENT OF INTERNAL CONTROLS

Internal control is defined as a process affected by an entity's oversight body, management, and other personnel that provides reasonable assurance the city's objectives will be achieved. Before developing its Internal Control System (ICS), the city as a whole and each department should determine its mission, strategic goals and objectives, and then formulate a plan to achieve those objectives. The internal controls are policies and procedures put in place to help achieve those goals and objectives. By describing how a city/department expects to meet its various goals and objectives and by using compensating controls to minimize risk, the entire city becomes more aware of expectations. Each department's internal control plan will be unique; however, it must be based on policies included in this guide which incorporates or references other comprehensive state, federal or standard setting agency policies that have been adopted.

Consistent monitoring of all components will ensure that the ICS (which must be reviewed and updated at least annually) is updated whenever changing conditions justify.

Since a city's/department's policies and procedures are the control activities for its internal control plans, it is important that they be reviewed in conjunction with the plans and referenced where appropriate. Everyone in the city has a responsibility to ensure that internal controls operate effectively.

As directed by T.C.A. 9-18-102 (a) and in accordance with the guidance issued by the Tennessee Comptroller's Office, the city has adopted this internal control manual. The development and operation of the internal control system involves everyone in the organization. As such, management must ensure that the manual is shared with all of its employees. The manual is a work in process and will be assessed periodically.

The following sections document the 5 components of internal control and significant financial and compliance areas that are deemed high risk (for the purpose of this manual).

3.1 THE GREEN BOOK STATES DOCUMENTATION IS MANAGEMENT'S RESPONSIBILITY:

3.9 *Management develops and maintains documentation of its internal control system.*

3.10 *Effective documentation assists in management's design of internal control by establishing and communicating the who, what, when, where, and why of internal control execution to personnel. Documentation also provides a means to retain organizational knowledge and mitigate the risk of having that knowledge limited to a few personnel, as well as a means to communicate that knowledge as needed to external parties, such as external auditors.*

4 FIVE COMPONENTS OF INTERNAL CONTROL

4.1 CONTROL ENVIRONMENT

Overview

The control environment is the foundation for all other components of internal control, providing discipline and structure. Moreover, management establishes the tone at the top regarding the importance of internal control and expected standards of conduct and reinforces expectations at various levels. Control environment factors include the integrity, ethical values and competence of the city's personnel; the way management assigns authority and responsibility and organizes and develops its personnel; and the attention and direction provided by the governing body.

Objectives

1. The governing body and management should conduct business with integrity and ethical behavior.
2. Provide direction and oversight for city's internal control system.
3. Hire qualified and competent management.
4. Establish structure, authority, and responsibility and hold individuals accountable for internal control responsibilities

Policies

1. An Ethics Policy, incorporating conflict of interest concerns, has been adopted by the governing board and management and is reviewed annually with all employees.
2. A conflict of interest form is to be requested annually of all employees and officials to report potential conflicts and/or outside employment.
3. The governing body has adopted a personnel manual.
4. Administration maintains job descriptions, including minimum job requirements, for all position types.
5. The governing body uses the budget process as a means of oversight with the City Administrator, Fire Chief, and Police Chief.
6. Organizational charts are reviewed for needed changes in regards to authority and responsibility.

Procedures

Procedures for Policies 1 and 2

- The human resource coordinator is responsible for informing all departments when the annual conflict of interest/outside employment forms are due.
- The forms are maintained by calendar year by the human resource coordinator. When all have been collected, the folder is sent to the Assistant City Administrator for Administrative Services for review.
- If there are any conflicts documented or any conflicts suspected, but not documented, the cases should be discussed with the Assistant City Administrator for Administrative Services.

- The City Administrator and Assistant City Administrator for Administrative Services will schedule a meeting with the employee in question to discuss the conflict and a resolution will be determined.
- When an employee leaves, an exit checklist is required to be completed by the human resources coordinator, covering issues such as the return of keys and city equipment, providing COBRA and benefit information, separation agreements, IT processing, etc.

Procedures for Policies 3 and 4

- The governing body may appoint the finance committee or a member of management to review the annual audit for internal control findings. The City Administrator is responsible for developing and submitting a corrective action plan if/when findings warrant such.
- The city holds annual required training where human resource topics are covered. The Ethics Policy, conflict of interest, and the personnel manual are always part of the training.
- Training agendas, content and sign-in sheets are reviewed to ensure all employees have attended.
- Employees who miss training are required to take online classes and sign a form verifying the code of conduct and personnel manual have been made available to them.
- Detailed job descriptions with minimum job requirements are maintained by Human Resources. Job descriptions are signed by employees upon their hire and upon any edit thereto. The minimum job requirements are based on like positions in similar governments and will meet state or federal requirements if applicable.
- Hiring procedures are detailed in the personnel manual.

Procedures for Policy 5

- By the first week in February the Finance Director sends all department heads the budget worksheets for the up-coming fiscal year. The budgets are typically due back to the Finance Director by the last day of February.
- The Finance Director estimates revenues using the past 3 years collection history and current growth indicators along with any current information relevant to the revenue streams. The Finance Director will also estimate all the appropriations not otherwise assigned to a department head, enter the department head's budgets, and prepare the capital budget with a funding plan.
- Department heads have individual budget meetings during the month of March with the City Administrator, Assistant City Administrators, and the Finance Director. All department heads explain their respective budgets and request additional funding based on their department's strategic plan of operation.
- The Finance Director makes the approved changes to the proposed budget and identifies problem areas that still exist. The Finance Director will make suggested changes to present to the City Administrator.
- The City Administrator presents the proposed budget to City Council no later than the third week in May. Budget workshops are held as necessary throughout the month of May. The budget will be finalized prior to the first regularly scheduled council meeting in June. The Finance Director or his/her designee will prepare the budget ordinance for its first reading at the first June City Council meeting and the second reading to be heard at the second June meeting.
- A public notice, pursuant to T.C.A. 6-56-206, will be placed in the local newspaper no less than 10 days prior to both the public hearing on the topic and second (final) reading of the budget ordinance.

Procedures for Policy 6

- City organizational charts were developed based on the city structure required in the city charter.
- The charts are reviewed periodically as positions are added or changed to determine if the reporting structure, authority, and responsibility documented in the chart is still accurate.
- All positions have detailed job descriptions which identify the immediate supervisor and explain the responsibilities of the position.
- The charts are updated if/when an organizational change is implemented.

4.2 RISK ASSESSMENT

Overview

City officials and management assess risk of operations continually. The city has chosen to transfer the most common types of risk through the purchase of the following types of insurance:

- Property and Casualty
- Liability
- Errors and Omissions
- Worker Compensation

We cannot anticipate or know about all risks as they relate to financial and compliance issues. Therefore, we assessed the following areas and identified certain risks that we feel need to be addressed by the development of internal control policies and procedures. Internal controls will not eliminate all risk but will help reduce risk to gain reasonable assurance that reporting and compliance objectives are being met.

Objectives

1. Collections are complete, timely and accurate.
2. Disbursements are for a valid city purpose and properly recorded.
3. Assets are properly safeguarded.
4. City is in compliance with contractual, local, state and federal laws and regulations.
5. The City is in compliance with generally accepted accounting principles, grant management, and oversight and organizational structures.
6. Issue timely financial reports that comply with generally accepted accounting principles, additional requirements of the Tennessee Comptroller of the Treasury, and federal reporting guidelines.

Risk

Objective 1

1. Collections could be lost or misappropriated.
2. Collections could be recorded improperly.
3. Collections may not be deposited in the bank nor recorded timely.

Objective 2

1. Disbursements could be unauthorized.

2. Disbursements could be for personal items.
3. Disbursements could be made for items never received.

Objective 3

1. Bank balances may be inaccurate due to failure to reconcile bank accounts.
2. Capital assets or inventory items could be missing.
3. Inventory is not available when needed.

Objective 4

1. Grant funds could be spent for unallowable items.
2. Grant rules may not be followed which could result in having to return federal funds.
3. Federal reporting requirements were not met.

Objectives 5 and 6

1. Financial statements are not presented correctly.
2. Financial statements are not prepared in a timely manner.

The significant areas of risk are identified above and policies and procedures will be documented in Section 5 to explain how the city plans to put internal controls in place to help reduce some of the risks associated with these areas of operation.

4.3 CONTROL ACTIVITIES

Control Activities are the actions management establishes through internal control policies and procedures to achieve objectives and manage risks. Fundamental examples of control activities include issuing receipts and purchase orders, reconciling the bank statement, and segregation of duties. Detailed procedures for city departments are documented in Section 5.

4.3.1 General Collections/ACHs/Property Tax Collections

Objectives

1. Collections are complete, timely and accurate.
2. Collections are safeguarded.
3. Collections should be recorded accurately and timely in the accounting system.

Policies

Objective 1

1. A receipt will be issued for each collection made.
2. Each cashier will have their own cash drawer.
3. Each cashier will count down their own cash drawer daily and sign the report.
4. Employees are prohibited from working from another person's cash drawer.
5. No checks will be cashed from the cash drawers.
6. All cash drawers will be closed out and counted daily.

7. All funds will be deposited daily.
8. Any monies collected at decentralized locations must be deposited daily.
9. No checks or cash will be left out of a deposit. If there is a question as to how specific deposit amounts should be processed, they will be deposited as miscellaneous revenue in the General Fund to be resolved later.

Objective 2

10. All cash draws are locked when unattended.
11. All cash drawers are locked in a safe in the vault during closed hours.
12. Access to the vault is always restricted.
13. Deposit bag is secured until the designated staff member arrives to transport it to the bank.
14. At no time shall cash be left out in the open unattended.
15. Employees are prohibited from comingling city assets with personal assets.

Objective 3

16. Chart of accounts codes will be reviewed with cashiers on a regular basis.
17. All daily collection reports are posted to the general ledger by the revenue accountant.
18. All accounting system updates and changes are discussed with office staff and appropriate changes made if necessary.
19. Reconciliations are performed monthly by the city accountant and reviewed by the Finance Director.

4.3.2 General Disbursements/Drafts

Objectives

1. Disbursements are for a valid city purpose and necessary.
2. Disbursements are timely.
3. Disbursements are accurately coded and recorded in the accounting system.
4. Disbursements are legally appropriated.

Policies

Objectives 1 and 2

1. The city has adopted purchasing policies that comply with state law.
2. Various levels of authority have been assigned.
3. Purchase orders and packing slips are matched and sent to city hall for payment as soon as possible.
4. Checks are written weekly to ensure invoices are paid timely.
5. All checks require two signatures.
6. All checks have documentation attached at the time of signing.

Objectives 3 and 4

7. The finance office uses a computerized accounts payable system.
8. All purchase orders are coded by purchaser and verified by the accounts payable clerk.
9. Invoices are entered in the accounts payable system daily.

10. The accounting staff reviews the accounts payable report prior to the check run.
11. Budget availability is verified by the Munis System prior to the check run.

4.3.3 Safeguarding of Assets

Objectives

1. Ensure city assets are properly valued and protected.
2. Ensure Cash, Accounts Receivable and other asset accounts are reconciled.
3. Ensure investments are safe and in accordance with adopted investment policy.
4. Ensure city assets are protected against loss, misappropriation or theft.
5. Ensure inventory items are available when needed for use.

Policies

1. All bank account statements (checking, savings, investments, etc.) are reconciled to the municipal general ledger accounts by the end of the following month.
2. Accounts receivable subsidiary ledgers are reconciled to original billings and amounts collected.
3. All bank accounts are appropriately collateralized. Any bank account balance that exceeds the FDIC coverage limit will be covered at 105% of the balance as per state statute. Any bank account balance maintained in a bank participating in the State Collateral Pool will be made to verify annually the accounts held are classified on the records of the bank as "Public."
4. All bank accounts are held in financial institutions under the municipality's name.
5. All withdrawals, checks, liquidations, etc., from any bank account requires two signatures.
6. All investments require two signatures.
7. Inventory records contain enough information to readily identify corresponding capital assets. Capital assets are tagged or otherwise identified during a physical inventory that is performed annually.
8. Proper safeguards are in place to prevent theft or loss of assets.

4.3.4 Compliance

Objectives

1. Ensure that state law regarding the issuance of debt is followed.
2. Ensure that state and federal grant regulations are understood and followed.
3. Ensure that generally accepted accounting principles are followed.
4. Ensure that interim and annual financial reports are prepared in a timely manner.

Policies

Objective 1

1. The city adopted a debt management policy in accordance with state requirements.
2. The Finance Director is well-versed on the state requirements for issuing debt.

Objective 2

3. Every department must notify the Finance Director when an application for 100% grant funding is awarded. Departments are encouraged to notify the Finance Director as early in the application process as possible as grant awards typically require a budget amendment in order for the City Council to officially appropriate the funding, if awarded. All grants with matching requirements must be approved by the City Administrator prior to submission of application.
4. Once awarded, the Finance Director is to be notified of the project budget, any matching requirements, and detailed expenditure requirements of the grantor agency.
5. The Finance Director must be provided with the grant contract information, grant or contract numbers and whether the grant is state or federal funds.

Objectives 3 and 4

6. The Finance Director is well-versed in accounting principles and Governmental Accounting Standards.
7. Financial reports are properly reviewed for accuracy and compliance with accounting principles.

4.4 INFORMATION AND COMMUNICATION

Overview

Management has the responsibility to adequately communicate and provide information to both internal and external parties. It is important that employees know the objectives, policies and procedures that management has established and what the expectations are for internal controls. External stakeholders also seek information regarding objectives and reliable financial information.

Objectives

1. Necessary quality information for achieving the entity's objectives is available and used.
2. Necessary quality information for achieving the entity's objectives is internally communicated by management.
3. Necessary quality information for achieving the entity's objectives is externally communicated by management.

Policies

1. Information maintained in a designated format should be communicated in that same format. For example, since the general ledger is maintained on computer, the monthly budget-to-actual reports are provided through a computer-generated report from that software package.
2. Reliable and accurate quality information from municipal internal sources must be communicated to the people who need it in a timely and useful format.
3. Because the credibility of the municipality, its governing body, and its public officials is at stake whenever information is released to outside parties, management should be confident the information being released is accurate and the release is in compliance with policies and procedures.

4.5 MONITORING

Overview

The internal control system changes as technology, staff, objectives and policies change. Management is charged with continually monitoring the internal control system to determine if it is operating as it was designed to do and to ensure the controls are being followed.

Objectives

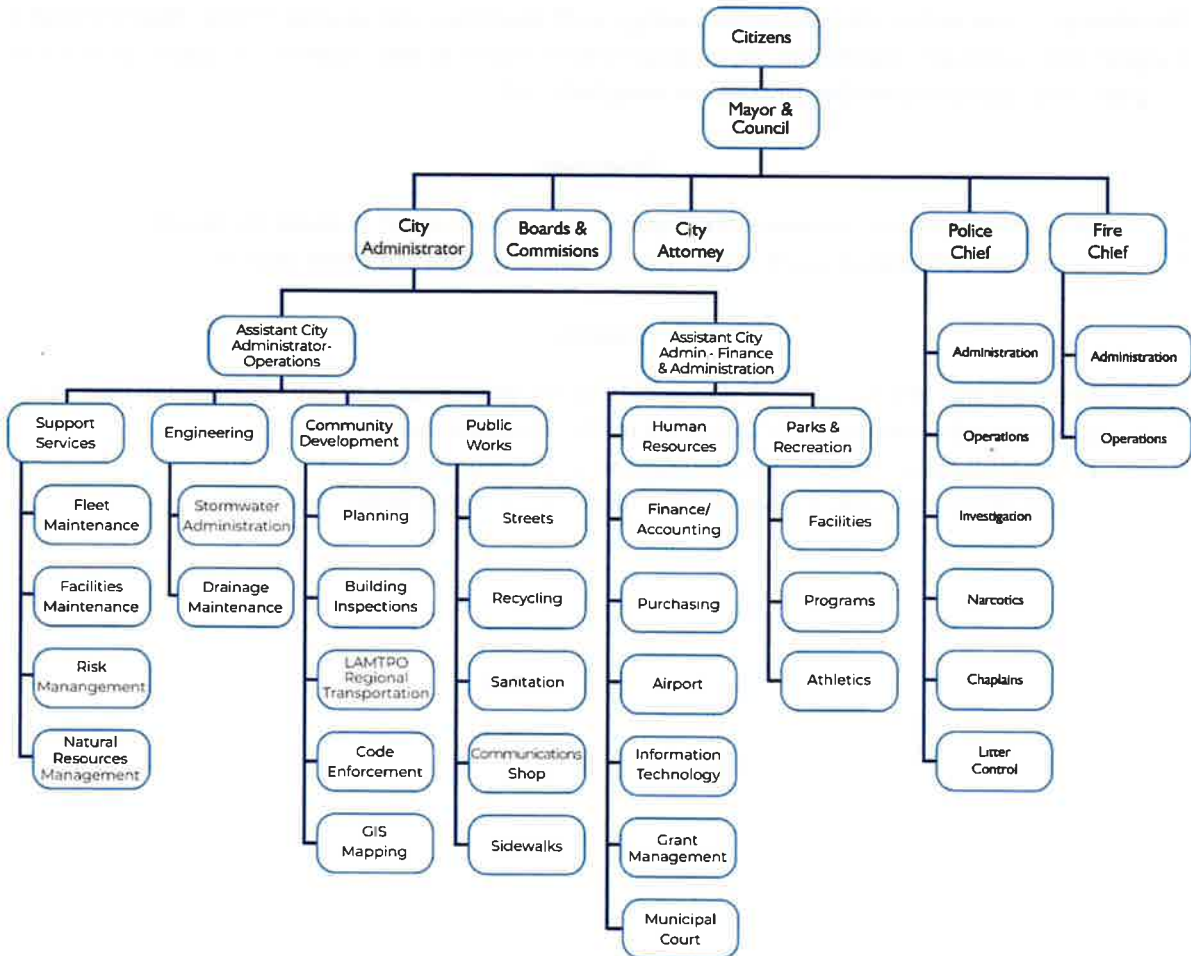
1. To practice activities to monitor the internal control system and evaluate the results.
2. To address deficiencies noted in the internal control system in a timely manner.

Policies

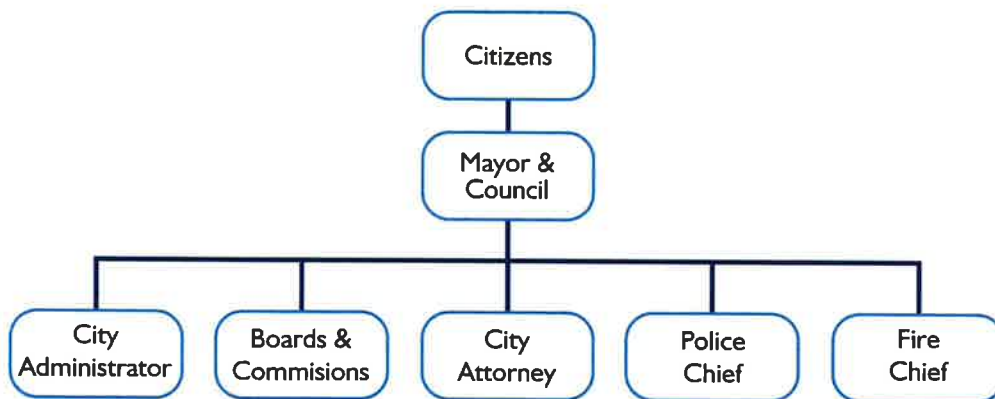
1. To ensure that internal controls do not deteriorate and continue to work as designed over time, an annual risk assessment will be conducted by municipal management.
2. To establish more efficient and effective operations over time.
3. To ensure accurate and reliable financial information is used in decision-making.

4.6 ORGANIZATIONAL CHARTS

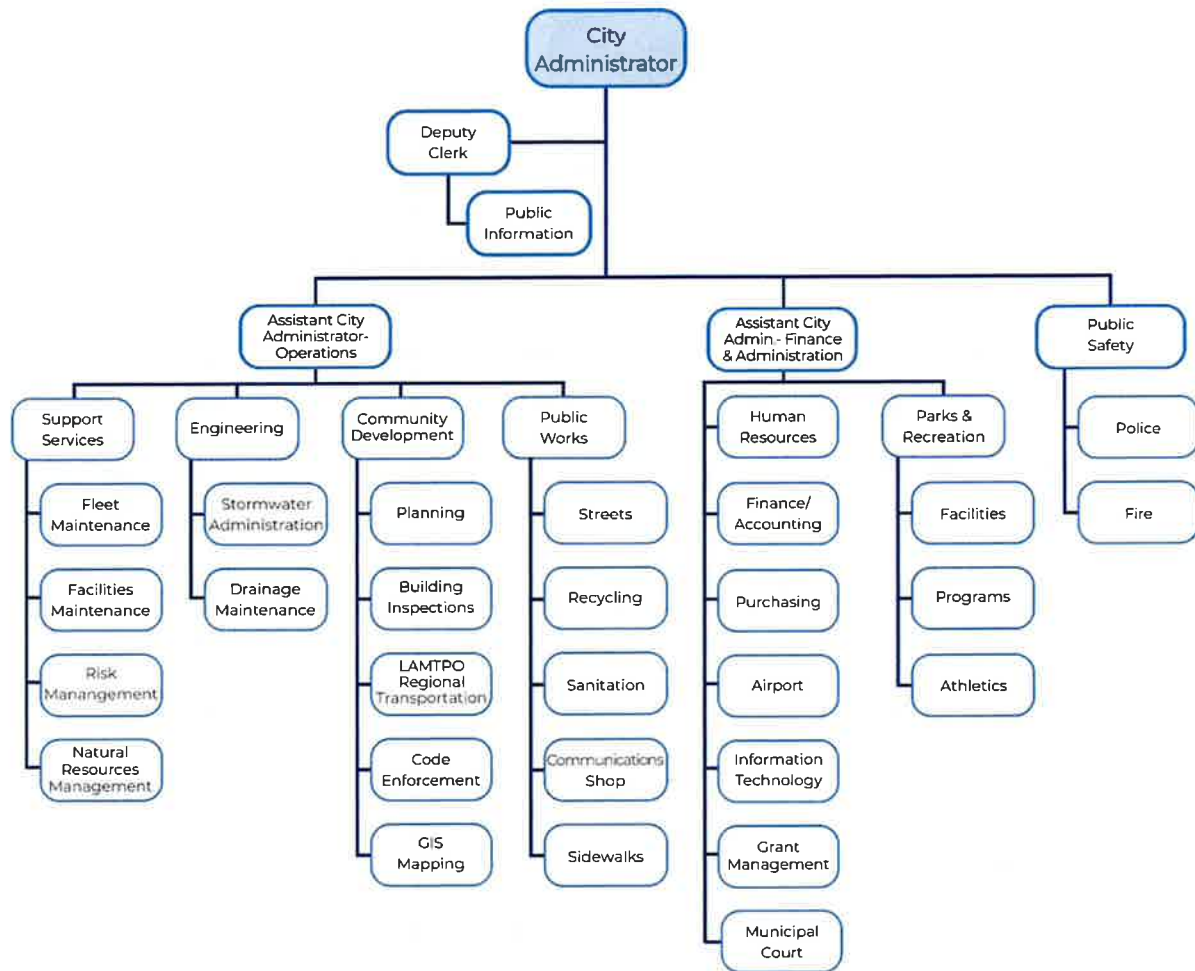
Citywide Organizational Chart



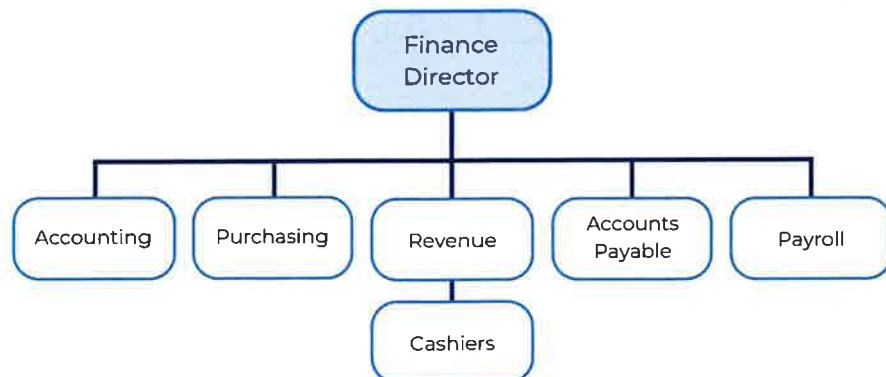
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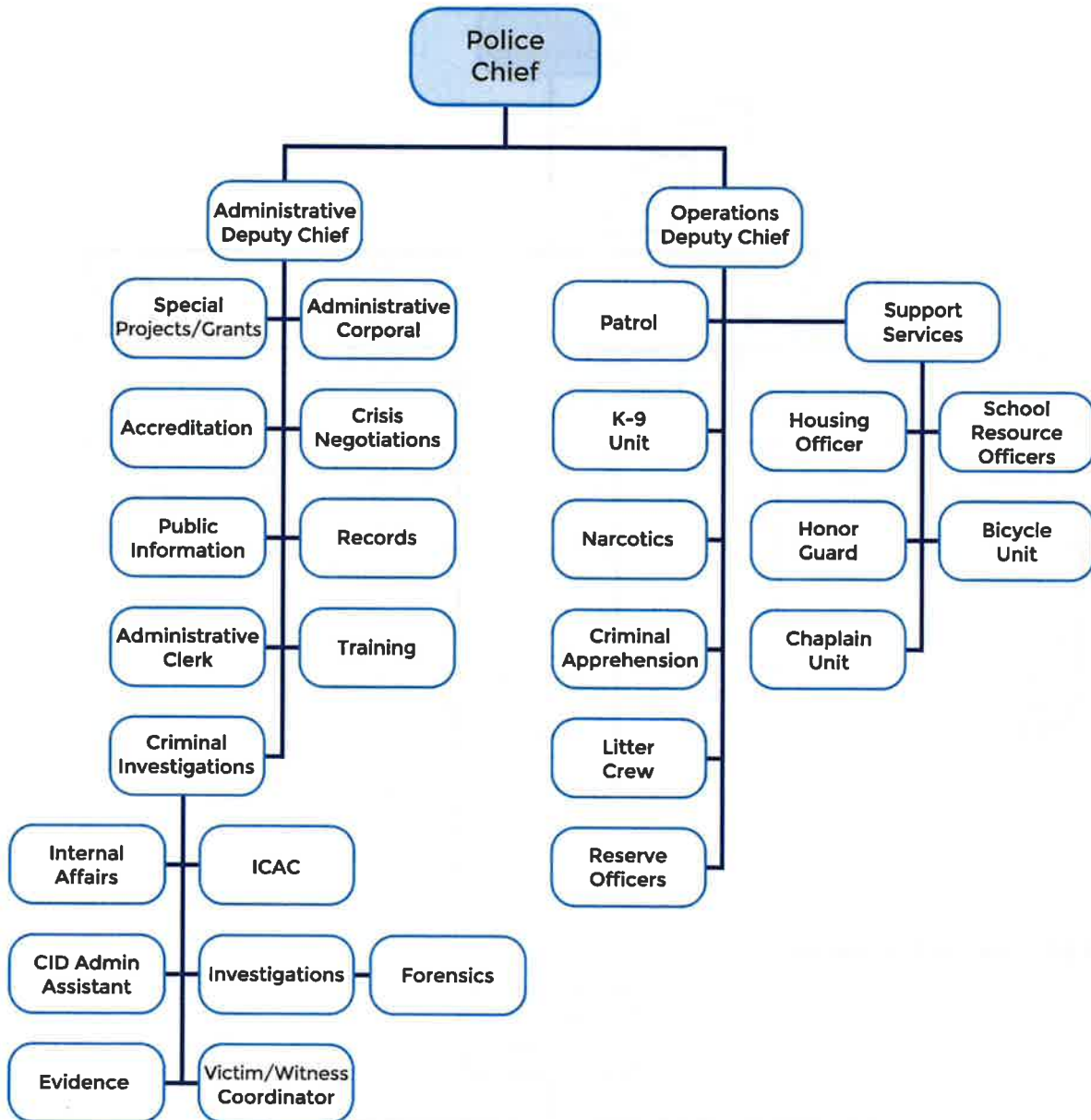
4.6.2 City Administrator



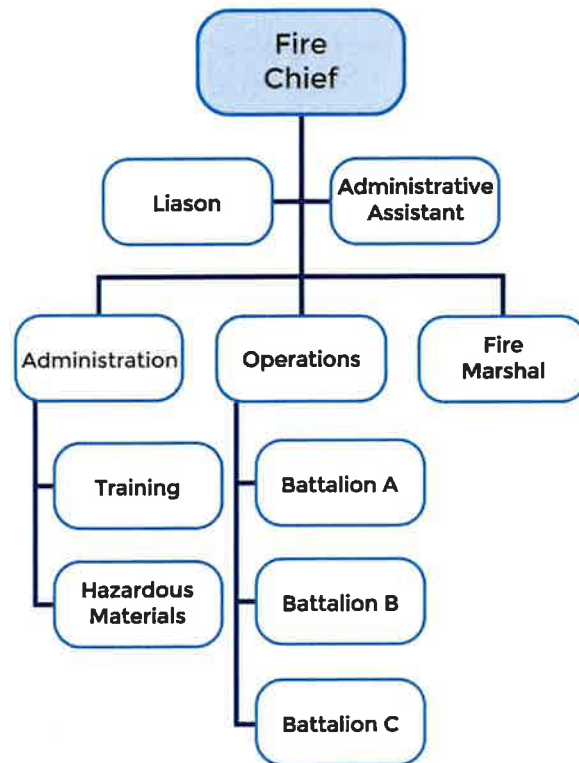
4.6.3 Finance Department



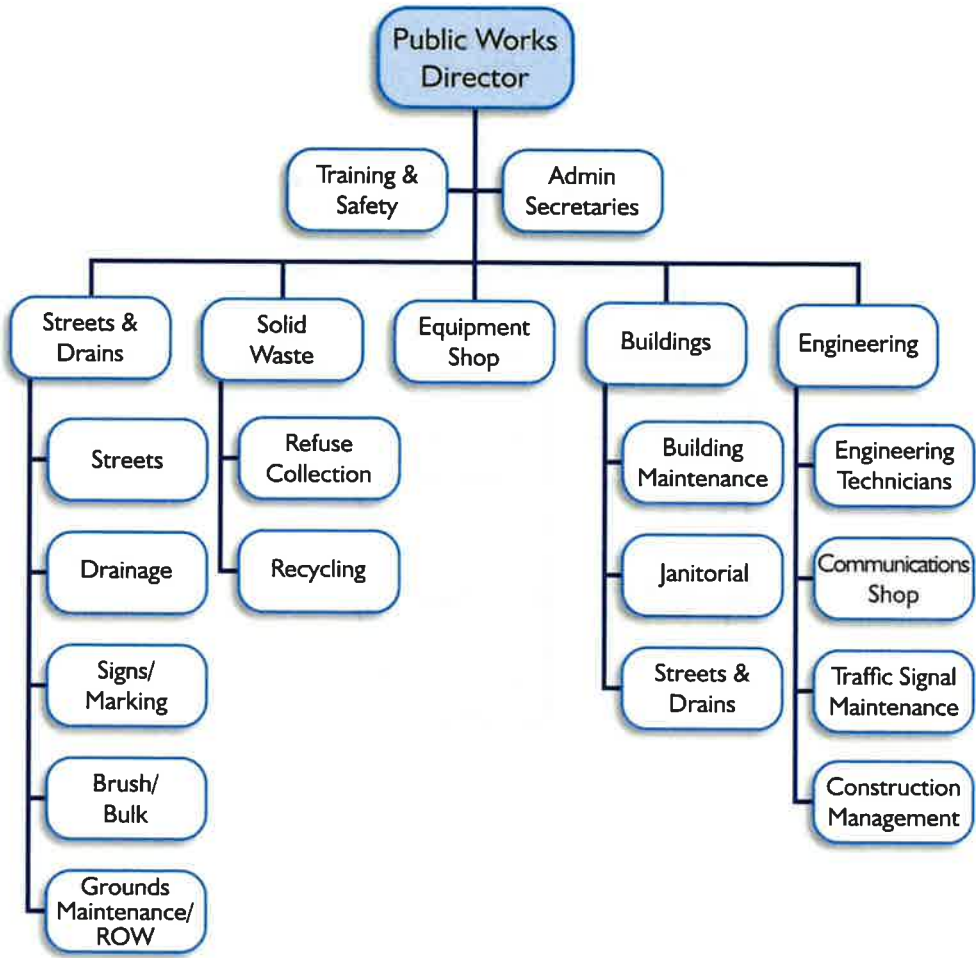
4.6.4 Police Department



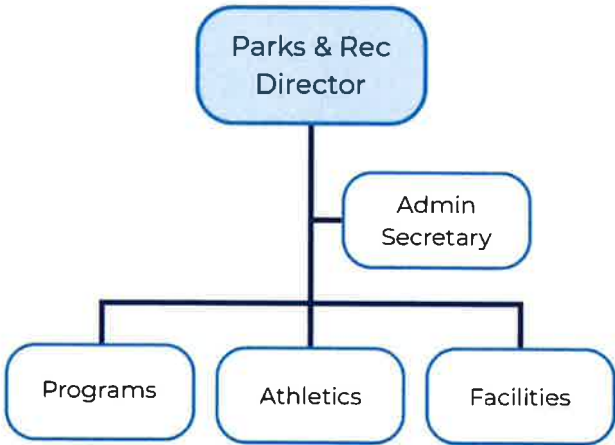
4.6.5 Fire Department



4.6.6 Public Works Department



4.6.7 Parks & Recreation Department



5 INTERNAL CONTROL ASSESSMENT

Overview

The City of Morristown (the City), its governing body, administration, departments, and employees embrace the responsibility of being stewards of taxpayers' funds and assets and providing services to its citizenry. While required by state statute, the documentation of the internal control system and the risk assessment of the system is a necessity to ensure that taxpayers' assets are properly protected and that services are being provided effectively and efficiently. Properly designed controls allow for ongoing assessment to ensure that sufficient resources have been allocated to each function. The City must continuously assess its policies and controls as it relates to all departments.

Purpose

To document an understanding and assess the internal controls of City departments and offices that mainly deal with the handling of City funds as it pertains to the following:

- I. Obligations and costs of the operation are in compliance with applicable law
Ensure that contracts are in place for goods and services that are required by law, review purchasing procedures for non-payroll costs to ensure compliance with law, review payroll procedures to ensure that payroll is for legitimate and authorized employee costs only, review emergency purchase procedures for compliance with law, ensure credit cards used by the department are in compliance with purchasing policy and law and are safeguarded. Ensure that all debt is issued in accordance with statute.
- II. Whether city funds, property and other assets are safeguarded against waste, loss, unauthorized use, or misappropriation
All department employees have written job descriptions. Criminal background checks are performed prior to employment with the City. The City Administrator and directors set the tone in the accountability for public funds. Additionally, the City Administrator and department directors communicate to staff through annual employee evaluations that integrity, ethical behavior and competence in job skills are expected of City personnel.
- III. Whether revenues and expenditures are properly recorded and accounted for to permit the preparation of accurate and reliable financial and statistical reports and to maintain accountability over the assets

Monthly reconciliations are conducted for all bank accounts and receivables. These reconciliations include ensuring that revenues and expenditures for the month were coded correctly. All purchase orders are posted to the MUNIS software as encumbrances to assist with ongoing monitoring of the budget.

The Finance Director reviews the budget of each fund to ensure the original approved budget and any subsequent budget amendments are posted.

The Finance Director takes prompt action on any identified internal control weakness over accounting, purchasing and budgeting identified by review of operations, external annual audits and state/federal monitors.

Departmental staff attend numerous continuing education courses annually that pertain to GASB updates and changes to state law pertaining to accounting, purchasing and budgeting.

5.1 FINANCE DEPARTMENT

The Finance Department is responsible for monitoring the receipt of all funds, coordinating the creation of budgets that define where those funds are to be spent, reviewing the actual expenses and paying the employees of the City.

5.1.1 Budgets

The City operates under a City Council-Administrator form of government. The City Council and Mayor are selected by the vote of the people. The City Council selects the City Administrator. Policymaking and legislative authority is vested with City Council. The City Council is responsible for passing ordinances, adopting the budget, and appointing committees. The City Administrator is responsible for carrying out the policies and ordinances of the City Council and overseeing the day-to-day operations of the government.

Budgetary Approval – After the City Administrator recommends the operating budget for the next fiscal year, the City Council and the public have an opportunity to review the recommendation and to provide input. The budget becomes effective when legally adopted by City Council on two readings. The budget is adopted at the fund, department/function, and major category of expenditure levels. The major categories are denoted in the City's chart of accounts by object codes. The total budgeted amounts for each fund, as adopted, may only be amended through formal approval of the City Council by ordinance. Budgetary integrity is established in the account records for control purposes at the object level; however, the City Administrator, upon request of the department head, may transfer part or all of any unencumbered appropriation within a department or from one department to another within the same fund. Once the budget is approved by City Council, a city accountant enters the budget in MUNIS, the City's financial software. A second city accountant reviews the budget to ensure accurate posting of the original budget.

Budgetary Oversight – After the City Council approves the operating budget for the fiscal year, oversight continues. The City is governed under the State Open Records Act. The public has access to virtually all City financial and other records (with a few exceptions as set forth in the law). The State of Tennessee undergoes a review of the budget each year and also reviews the City's Annual Comprehensive Financial Report (ACFR). From time to time the City must issue debt to fund major capital projects. The City goes to the public debt markets and is rated by Moody's and by Standard & Poor's and, therefore, undergoes the financial scrutiny of the ratings process.

Budget Adjustments – After the budget is adopted, monitoring of actual results compared to the budget occurs. As noted above, the budget is adopted at the department/function (organization code) and major

category of expenditure (object code at the “100 level”). The budget is monitored by applicable department personnel who have responsibility for the function, along with Finance Department personnel.

Within the department/function and major expenditure category totals included in the adopted budget, there is flexibility as to how closely departmental personnel wish to manage the budgets for which they are responsible. This is a decision left to the discretion of department/division management. However, the total adopted at the department/function level and major category must not be exceeded. Therefore, certain budget adjustments may be necessary to maintain compliance, and others may be deemed appropriate throughout the year and during year-end closing. Budget adjustments may be initiated by the applicable department personnel or by Finance Department personnel.

All budget adjustments are posted by Finance Department personnel. After entering the budget entry into Munis, the city accountant who entered the budget adjustment remits the supporting documents to the Finance Director for final review and posting to the MUNIS system.

5.1.2 Purchasing

Purchasing and requisition policies and procedures are set forth in the Purchasing Department’s Standard Operating Procedures, which are approved by City Council. Purchasing is centralized for all departments and funds. The purchasing cycle is electronic, and all requisitions/purchase orders flow through the MUNIS software. Purchase requisitions are initiated at the individual department level by trained and authorized requisitioning agents. Requisition agents log into the MUNIS system and initiate requisitions electronically. Requisitions are numbered automatically by the system and include selected vendors (who are in a database of approved vendors), quantity, description, unit price, name of requisitioner, and documentation of electronic approval by department head or designee. Once purchase requisitions are initiated and approved, they are automatically sent through the MUNIS system to the purchasing agent. The purchasing agent receives the requisition and reviews it for correct and thorough completion and compliance with procurement code and city regulations. The purchasing agent serves as “gatekeeper” to ensure that purchases from all departments are in compliance. When the purchasing agent is satisfied that the requisition is accurate, properly approved, and in compliance, he/she converts the requisition to a purchase order, again within the MUNIS system. POs include the date issued, requisition number, contract number if applicable, point of delivery, description, unit price, and total price. When POs are complete, they are printed for authentic signatures or routed through the software for electronic approvals by the appropriate parties. All purchase orders require the signature (or electronic approval) of the purchasing agent and the Finance Director or designee, as may be needed from time-to-time. Once approved, the purchasing agent electronically sends the vendor the purchase order by fax or email, depending on the vendors’ specified preferences. There is no minimum dollar threshold for the issuance of POs. The purchasing policy / Standard Operating Procedures as approved and amended from time to time by the City Council identify specific thresholds at which informal quotes or competitive sealed bids may be required. The policy and procedures further identify what purchases may be exempt from bidding based on statewide contracts, cooperative purchases, sole-source, and other such exemptions pursuant to the Tennessee Purchasing Law of 1983 as well as Emergency purchase procedures. Approved vendors are maintained in a database in the Purchasing Department and are integrated with the MUNIS requisitioning system. Requisitions are coded to budget lines at department level when initiated. With

the exception of authorized personnel, MUNIS will not allow approval of a requisition if it exceeds expenditures budgeted to the line coded.

While every effort is made to appropriately plan the execution of capital projects and large purchases, change orders after an initial contract execution or PO are warranted from time-to-time for various reasons. When contracts include contingency amounts, the City Administrator may use his/her judgment to apply contingencies to change orders that increase the total cost. When there is no contingency amount and conditions exist that require timely decisions and action on change orders, the City Administrator is authorized to approve such work, bringing the item to the attention of the City Council at the next opportunity. The City's Purchasing Policy may further address change order processing and thresholds at which City Council approval or acknowledgement may be required. Generally, individual change order tasks or items that alone do not exceed the City's sealed bid threshold may be approved administratively. In all cases that a change order to a capital project is approved, the approval shall be communicated to the Finance Department.

5.1.3 Cashier's Office

The purpose of this document is to provide detail of the internal controls in place regarding the collection of funds in the cashiers' office in congruence with the COSO Model. The internal controls set forth were developed and implemented by including the five components of the COSO Model: 1) the control environment, 2) risk assessment, 3) control activities, 4) information and communication, and 5) monitoring activities. These controls allow the City of Morristown to have a process designed to provide reasonable assurance regarding the achievement of objectives by considering the following: 1) effectiveness and efficiency of operations, 2) reliability of financial reporting, and 3) compliance with applicable laws and regulations.

Daily Receipting and Reporting

1. Each employee maintains his/her own lockable cash drawer. The cashiers' drawers will contain \$1,000 each as seed money. An additional lockable cash drawer (not assigned to any employee) containing \$1,000 seed money allows the Revenue Accountant to make change. The additional box stays in the locking cabinet drawers inside the vault during the day and is only accessed by the Revenue Accountant when change is needed. The drawers are to be locked and secured when the employee is away from his/her station. The employee will maintain a key to his/her drawer and the Finance Director shall have a key in order to obtain access to the cash drawer in the employee's absence. The drawers are to be secured in the locking cabinet drawers located in the vault. Employees in the cashier's office each have a key to the vault's lockable cabinet.
2. Computerized receipts shall be issued at the time funds are presented. Receipts shall be issued for all collections. An official pre-numbered receipt book will be maintained for such times when the computer system is down, which is the only time that manual receipts will be issued. A blank receipt book without pre-numbering is not acceptable. Once the computer system is back up and running, the manual receipts will be entered into the system and a corresponding computerized receipt will be generated. The duplicate copy of the manual receipt will be attached to the computerized receipt as support.

3. When checks or money orders are presented as payment, they shall be stamped for "Deposit Only" immediately according to the bank account to which it is to be deposited. It is not acceptable to delay stamping the checks until a later time. The stamp includes the bank account number and is identified as belonging to the City of Morristown. When a check is presented in person, each cashier will verify information on the check to a form of identification for the presenter. Each cashier will obtain a contact telephone number and driver's license number.
4. At the time of close out, which is generally late afternoon, each cashier will be responsible for counting out his/her own drawer by performing the following:
 - a. All checks will be scanned into the system.
 - b. One adding machine tape will be run on the checks. The cashier will agree the tape to the printout(s) generated from the accounting system(s). The cashier will initial and date the tape. The adding machine tape will be rubber banded around the actual checks.
 - c. The cashier will count the cash and coins down to the seed amount. At this time two tapes will be run. The cashier will date and initial the tapes. One tape will remain in the cash drawer and the other is to be included with the cashier's daily deposit support.
 - d. Credit card totals will be obtained and daily report printed out from each terminal.
 - e. Cashier reports will be printed from the receipting system(s).
 - f. In the event the Cashier finds that any of his/her totals do not agree with the reports, the following progressive steps will be taken unless/until errors are corrected or identified/confirmed:
 - i. Cashier will recheck his/her own work;
 - ii. Cashier will bring the issue to the attention of the Revenue Accountant who will recount/recheck all work, which is to be done in the presence of the Cashier;
 - iii. If a discrepancy or variance still exists, the Cashier will identify the variance, discrepancy, and a description or reason, if known, to the Revenue Accountant along with other reports. The Revenue Accountant will review and initial to confirm that the discrepancy the Cashier reported is the same that he/she confirmed in the recount.
 - iv. The Revenue Accountant processes a journal entry to properly account for the discrepancy and includes it on the daily recap sheet (described below). Discrepancy/variance information is to be maintained in a format such that it is identifiable on a cashier-by-cashier basis.
 - g. The Revenue Accountant will complete a daily recap sheet, listing cash, coins, checks, credit card payments received and compare that to the reports generated by the receipting system(s). Explanations of over/(short) will be reported immediately to the Finance Director via e-mail.
 - h. The cashier will initial and date all reports that are generated as proof that they have agreed to the totals by check, cash, credit card, etc.
 - i. The cashier will submit all paperwork and funds to the Revenue Accountant.
5. The Revenue Accountant will recount the funds and compare to the receipting system reports submitted by each cashier. The Revenue Accountant will sign and date the daily recap sheet as proof that he/she has agreed to the totals by check, cash, credit card, etc., and that the deposit is intact.
6. Each cashier will prepare their own deposit slip (multiple deposits depending on bank accounts) ensuring that cash, coin, and checks listed agree to actual funds and are intact. Additionally, the

Revenue Accountant will verify that the receipts have been receipted to the correct accounts. The cashiers' office supervisor will sign and date the receipting system(s) reports verifying the receipts have been correctly posted to the general ledger. Any necessary changes will be discussed with the cashier and both will sign and date any changes that are made. The deposit slip and funds will be placed in a locked bank bag.

7. The reports and supporting documentation will be taken by the Revenue Accountant to the Finance Director for review and then given to the City Accountant.
8. Three employees are assigned and scheduled to make the night drop deposits: the Finance Director, Payroll Clerk and the Grants Coordinator/Accountant. The employee will sign and date the bank bag pick-up control log maintained by the cashiers' office. The Revenue Accountant will also sign the log.
9. The employee (either the Finance Director, Payroll Clerk or the Grant Coordinator) responsible for taking the deposits to the bank will obtain the prior days' bank bag(s) from the bank no less than weekly and return it/them to the City Accountant.
10. The Revenue Accountant will maintain the key to the bank bag.
11. The City Accountant will utilize online accessible bank deposit records or previous day's deposit slip (if bank bag has been returned) to verify on a daily basis that deposits posted by the bank match the previous day's recap sheets and the amount posted to the accounting records. Any exceptions will be immediately reported to the Finance Director. The City Accountant will work with the Revenue Accountant to resolve any exceptions. The cashier that made the error will correct the error under the supervision of the Revenue Accountant. The cashier, Revenue Accountant, and the City Accountant will sign and date the correction of the error.
12. The City Accountant will return the unlocked bank bag to the Revenue Accountant.

Checks Received by Mail

1. Cashiers are responsible for opening general mail, which often includes check payments. The cashier opening the mail will stamp any checks "DEPOSIT ONLY" as the mail is being opened. The clerk will record a listing of each check or scan the checks. This will be maintained through the receipting process.
2. In the event that cash is received in the mail, the cash will stay in the envelope and the cashier and one other Finance Department staff member will sign and date the envelope. The envelope will be retained and included with the daily work.
3. The cashier will issue receipts.

Other mitigating internal controls

1. CASH COUNTS
 - a. At least monthly, the Revenue Accountant will conduct cash counts of all cashiers.
 - b. The Finance Director will conduct random cash counts.
 - c. All cash counts will be on the prescribed form and will be filed in the Finance Director's office.

5.1.4 Payroll

Accounting Systems Used: The payroll department uses the MUNIS System. The MUNIS system is the same as the City's system and has been in place since 2001.

Bank Accounts: One bank account is used to pay payroll for all departments.

Authorization: New employees are set up in the payroll system by the Human Resources Department and double checked by Payroll Department. All new employee records are reviewed before they are released into the time system to verify how much they are paid and other statistical information. Pay rate changes are handled for most employees through changes to payroll tables. For those employees who do not follow standard payroll tables, pay rate changes are reviewed by the payroll department. Changes specific to individuals or that otherwise are not based on organization-wide changes, are reviewed by Human Resources via Status Change Forms and processed. Human Resources reviews the form for accuracy, policy compliance, and completeness and then forwards the form to Payroll for a second review. Once both functions have reviewed and all is determined to be satisfactory, Human Resources inputs the change in the MUNIS system. Payroll is authorized at the department level through budget approval each year.

Initiation, Recording and Processing: Time is submitted to the payroll department by manual timesheets. Manual time sheets are approved and signed by the employee and the department head. Manual payroll is set up in batches in the MUNIS system.

Reporting: The payroll system is interfaced with the general ledger. Once payroll is processed, it is reviewed by the Finance Director.

Payroll Registers are Reconciled: Payroll registers are approved by the Finance Director before they are released and posted in the general ledger. All salaries are budgeted and the remaining budget for each position is tracked by the payroll system. Payroll is processed bi-weekly.

Exceptions: The processing of Payroll generally involves a number of corrections and edits. These edits are reported to the Finance Director via an Exception Report for review following each Payroll run. The Finance Director is responsible for reviewing a sample of edits for appropriateness.

5.1.5 Accounts Payable

The Accounting Technician is responsible for processing all vendor payments after satisfactory completion or delivery of goods or services has been made. The Accounting Technician matches the purchase order, order receipts/packing slips and invoices to ensure payments are complete and accurate. All invoices received by mail or hand delivery must be stamped with the date received. Invoices are due and payable within 30 days from the invoice date. Items for payment should be submitted to accounts payable by noon on Thursdays. The Accounting Technician verifies that payment requests meet city acquisition requirements and are properly documented and approved by the department head or designee. Payment creation is either by a paper check or a file of ACH transactions to be executed by the bank. Checks are processed and disbursed in weekly batches. ACH payments are processed daily. Exceptions may occur as a result of holidays or other special circumstances. Checks are sequentially numbered by the system with registers generated to fully account for all disbursements. Additionally, pre-numbered check stock is utilized. The check stock is secured and maintained outside of the payables function. The Accounting Technician requests check stock via email. The control log is signed by the Accounting Technician and the issuer of the check stock. The check stock is maintained in a locked cabinet. The registers cannot be

altered to ensure accountability. The Accounting Technician initiating the check run does not obtain the checks. A separate member of the Finance Department obtains the checks from the printer and supporting documentation. That separate member of the Finance Department audits checks issued to supporting documentation. The control logs and check registers are reviewed and approved by the Finance Director. All checks will be mailed directly to the vendor or the vendor may pick up the check from the Finance Department. Checks picked up by departments or vendors are manually logged and signed for by the recipient. A positive pay file of all checks is created by the Accounting Technician and, following review by the Finance Director, is sent to the bank for each pay cycle to avoid check fraud.

5.1.6 Capital Assets

The City has a fixed asset policy in accordance with GASB 34. The capital asset threshold is \$5,000 and a useful life of at least two years. An access database is utilized to maintain capital asset records. Each department is to conduct a physical inventory count on an annual basis. Every year Finance sends a copy of the previous year's inventory list to each department and requests that an updated inventory list be returned to Finance. The updated inventory lists are maintained in the Finance Department. Departmental personnel physically observe and document the equipment in each department annually. The city accountant maintains and updates the inventory list in the Finance Department.

The Finance Department, along with input of the department director, makes the determination about what items in the department are no longer necessary or out of service and are recommended for surplus. The City Council considers recommendations to surplus items, which may specify an intent to dispose if the items if there is no reasonable value. The Finance Director oversees the transfer or sale of surplus property.

5.1.7 Grants Management

Each department is responsible for applying for grants within their department and is responsible for informing the Grant Coordinator and Finance Director and communicating progress. Applications for grants requiring a local match require the approval of the City Administrator prior to submission. The administration may request that grant applications be approved by City Council. If Council approves a grant, the approval is recorded in the minutes. Copies of City Council Resolutions are forwarded to the Finance Department for review.

For grants in the application process, a copy of the application is made and filed with the Finance Department. If the grant has been awarded, the originator of the grant within the department, the Grant Coordinator, and the Finance Director are contacted. If the awarded grant and any related match is not already budgeted, the Finance Director shall prepare a budget amendment for consideration by the City Council to appropriate the funds. While it is preferred that specific grant awards be acknowledged and/or authorized for execution by the City Council, an approved budget amendment for the purpose of appropriating a grant award may be considered as specific approval by City Council. A MUNIS project code is assigned for that specific grant. In consultation with the department originating the grant, a budget is prepared and input on MUNIS.

A unique project code is assigned to each grant awarded by a specific grantor agency. Some Grantor Agencies renew a grant contract every year. For these grants the same org code may be used year after

year. If a grant's contractual period doesn't fall within the City's fiscal year (7-1-XX – 6-30-XX), different project codes may be assigned to each year's new grant contract to enable improved matching of revenue and expenditures within the fiscal year for two grants having the same source, purpose and Assistance Listing Number.

Some departments prepare grant reimbursement requests to send to the grantor agency and send a copy to the Finance Department and the Revenue Accountant so payment can be identified when it is received by the Cashier's Office. When reimbursement requests are prepared, at least two people are to review the requests prior to submission.

Other departments ask Finance to prepare and/or review and approve reimbursement requests prior to submitting the request to the grantor agency. In this case, the month's or quarter's MUNIS GL transaction report is run and compared to the reimbursement request. If a discrepancy is noted between the two, the department is notified so that the reimbursement request may be adjusted in order to reconcile it to the General Ledger report. Reimbursement requests processed by Finance include review by two people.

The Finance Department works with city personnel to ensure grant procedures are followed in accordance with City policy. The City Mayor and/or City Administrator is authorized to sign the grant application documents. The most recent version of the OMB uniform administrative requirements, cost principles and audit requirements for federal awards are known by the Finance Director who is responsible for knowledge of the OMB contents and the grant contract. Most grant documents are maintained in the Finance Department. When a department requests Finance to assist with review or preparation of reimbursement requests there will also be monthly or quarterly General Ledger reports reconciling to each reimbursement request, along with a copy of the reimbursement request. Any correspondence with the department or outside agency regarding the grant is maintained in the grant file or online. The internal control procurement policies are maintained in the Finance Department. Revenue and expenditure transactions for each grant are maintained in separate project codes so each grant is easily recognized and accounted for in the accounting records. At year-end, the Schedule of Expenditures of Federal Awards (SEFA) is prepared and reviewed by Finance personnel.

5.1.8 Debt Management

Periodically, the City issues debt to fund capital improvements for long-lived assets. Generally, the projects for which debt is issued are approved in the annual budget. The City does not issue debt for operating expenditures.

Debt may be issued in the form of bonds, capital leases, or notes (capital outlay notes, bond anticipation notes, etc.) as provided for in the City's adopted Debt Management Policy, may be issued through the Tennessee Municipal Bond Fund or any other legally available financing source, and shall be structured in accordance with state law. For most City projects, bonds are issued to fund the costs of the projects. Debt may also be issued from time to time to refund existing debt, if economic conditions warrant. The plan to refund bonded debt must be submitted to the State prior to issuance. (Although the State requires that the refunding plan be submitted, the State has no statutory authority regarding approval of refunding or any other bond issues.) The state does approve plans for the issuance of notes. Debt in the form of capital leases is also issued on occasion. For all debt, the term of the debt repayment is carefully reviewed by

Finance Department personnel and, if applicable, the City's Financial Professionals, to ensure that the term of the debt does not exceed the useful life of the assets acquired from the proceeds.

Certain financing options may warrant the engagement of Financial Professionals, the selection of which shall be as described in the Debt Management Policy.

Finance Department personnel work with the Financial Professionals, when applicable, as to the timing of the issuance of bonds, factoring in the expected timing of expenditures, current and forecasted interest rates, and competitive market factors. Once the management decision to issue bonds is made, an initial resolution is prepared and voted on by City Council and a public notice is published. A final resolution authorizing the issuance of the bonds is also prepared and voted on by Council. As applicable, Financial Professionals, and Finance Department personnel prepare, review and approve the necessary documents. Bonds are sold by competitive sale, awarded to the bidder with the lowest true interest cost, or the City may alternatively utilize the Tennessee Municipal Bond Fund or other means of financing available pursuant to state statute.

As noted above, the City from time to time enters into capital leases. These capital leases are in substance similar to notes or loans, in that the funds are provided up front and used for project costs, and the repayments are made in accordance with an amortization schedule. These leases are not required to be issued in the same manner as bonds. For these leases, Finance and Purchasing coordinate to determine the needed proceeds and particulars required for the financing and repayment, Purchasing issues an RFP, and the responses are evaluated and the winner selected based on the lowest interest cost. All responses are recalculated and verified by Finance. Bond counsel is engaged for these transactions to ensure that all legal requirements are followed. In addition, the City may enter into leases that function as operating leases, but due to their terms, meet the criteria for reporting as capital leases. Finance Department personnel review the Council minutes and review any agreements that appear to be potentially capital, and review and calculate as necessary to determine whether they meet capital lease reporting criteria.

Totals and details of existing debt are maintained by Finance Department personnel, who schedule and monitor upcoming payments for debt service, and ensure that all invoices are received and processed in a timely manner to ensure that payments to bondholders are made on time. When the invoices for debt service payments are received in Finance, the invoices are compared to the debt service amortization schedules, reviewed for accuracy, coded with the appropriate account distributions and prepared for payment. Invoices for debt service payments and related fees are typically made by wire transfer. Once the debt service invoices are reviewed and prepared for payment, they are approved by the Finance Director.

5.1.9 General Journal Entries

General journal entries are used for a variety of reasons: to record transactions that do not arise from the cash receipts, cash disbursements or payroll recording functions within the MUNIS system; to accrue items for year-end reporting; to correct the posting of previously recorded transactions; or other necessary functions. Basically, the purpose is to ensure that balances recorded in the general ledger are reported correctly to ensure that actual results of operations are in compliance with the adopted budget, as amended, where applicable, and to ensure that financial reports are fairly presented. General journal

entries may be initiated by department personnel who have responsibility for the areas being adjusted, generally resulting from the identification of corrections that need to be made. Such requests for general journal entries are forwarded to Finance Department personnel for review and posting to the MUNIS system. General journal entries are also initiated by Finance Department personnel. All general journal entries are entered into MUNIS by Finance Department personnel. The person who enters the general journal entry into the system then includes supporting documentation. General journal entries are subsequently reviewed and approved by designated Finance Department personnel.

5.1.10 Morristown Landing

The Morristown Landing Recreation & Event Center operates under a different arrangement than is accomplished by the exact procedures laid out in this Internal Control document for other City departments. While the Landing facility is owned by the City of Morristown, the City has selected and hired a qualified private company to manage the day-to-day operations of the facility. The contract with the operator calls for a flat monthly management fee plus incentive pay based on certain performance criteria. The City pays for the operation cost of the facility – personnel, supplies & expenses, materials, repairs, etc. – which is offset by revenue generated from various sources at the facility such as membership fees, room and court rentals, tournaments, sponsorships, etc. Though the Landing's personnel are employees of the contract operator rather than the City, the Landing, for the purpose of oversight, is viewed by the City as a department of the City.

5.1.10.1 Budget

The contract operator confers with City Administration and Finance Department to establish a budget annually anticipating the facility's revenues and expenditures and cash flow on a monthly basis. The budget will be reviewed monthly by the Finance Department and compared with invoices from the Landing to monitor compliance with appropriations and to monitor performance.

5.1.10.2 Purchasing

The contract operator is to maintain its own accounting and purchasing system. The City provides the operator with the City's purchasing policy in order that the operator complies with thresholds for informal quotes where required and confers with the City when formal sealed bid purchases are necessary. The operator will coordinate with the City on any formal sealed bids needed so that the City can follow its standard process for advertising, accepting, opening, reviewing, and awarding sealed bids in compliance with state statutes.

The Finance Department will review reports provided monthly by the operator, including reports on expenditures for the prior period to monitor for types of purchases, vendors, and dollar amounts. At least quarterly, the Finance Department will monitor a sample of purchases the operator has made, including transactions from all reporting periods (months) and all purchase types as applicable (small purchase, informal quotes/bids, and sealed bids). This monitoring will seek to ensure that the operator is remaining compliant with the City's purchasing thresholds and is maintaining necessary documentation.

5.1.10.3 Accounts Payable

It is the City's intent to keep funding available on deposit with the contract operator such that the operator is not operating at a cash deficit. Monthly, the operator will submit requests for funds to the City. Requests for funds will represent expenditures in excess of revenues plus any other amounts due. It is the City's intention to ensure that the operator always has cash on hand for anticipated costs of operating for no less than 60-days.

The Finance Department will review the request for funds, which will be accompanied by monthly reports, bank statements, bank reconciliations, and any backup documentation needed by the City. The request will also be compared with the month-by-month budget previously approved by the City. The sum of this documentation will be the basis to approve the request for funds or to request edits as needed.

If for any reason the operator ceased to be the contractor for the City, any funds forwarded to the operator that remained on account would be due to the City as it is not earned by the operator.

5.1.10.4 Payroll

Staff employed by the contract operator are NOT employees of the City of Morristown. At least annually, the City will secure a list of positions slated within the budget for the operator and will review details for reasonableness. In the course of reviewing and approving requests for funds from the operator, the Finance Department will monitor the portion of the requests related to payroll for anomalies, extraordinary items, substantial deviations from the budgeted positions, etc.



Morristown City Council Agenda Item Summary

Date: December 20, 2022

Agenda Item: Approve an amendment to the Concession Contract with the East High Band Boosters, exercising the option for a second year of concession operation at certain park facilities through February 28, 2024.

Prepared By: Andrew Ellard

Subject: Extension of Concession Contract with East High Band Boosters

Background: In March 2022, the City entered an agreement to allow the East High Band Boosters to operate concessions at certain facilities as a fundraiser. In recent history, there had been decreased interest shown by outside vendors for traditional concession arrangements. This presented an opportunity to fill a need for the facility while supporting a local organization.

Findings/Current Activity:

While this arrangement may not continue in perpetuity, the service the boosters have provided in the last year is valued and appreciated. Staff and the Recreation Advisory Board support continuing this arrangement through the Fall seasons of 2023.

Financial Impact:

This extends the existing agreement. No revenue will be shared with the City, but there is also no direct cost. There is only an opportunity loss to the City compared to what may be found in a traditional contracted concessions arrangement.

Action options/Recommendations:

Approve amendment/extension.

Attachment: Agreement

**AMENDMENT AND FIRST EXTENSION TO THE CONTRACT FOR
CONCESSIONS SERVICES BETWEEN THE CITY OF MORRISTOWN AND
MORRISTOWN EAST HIGH BAND BOOSTERS**

This Amendment and First Extension (“Amendment”) to the previously executed Concession Contract Between The City of Morristown and Morristown East High Band Boosters (“Contract”) is entered into this **20th day of December 2022**, by and between **THE CITY OF MORRISTOWN, TENNESSEE** (“City”) and **MORRISTOWN EAST HIGH BAND BOOSTERS** (“Vendor”).

WITNESSETH

Whereas, the City and Vendor entered into a Contract for Concession Services on or about March 1, 2022; and

Whereas, the term of this Contract was for a one (1) year term, with the City reserving the right to extend the term of the Contract for up to two (2) additional one (1) year terms; and

Whereas, the parties have determined that they do wish to exercise the right to extend the Contract for a one (1) year term, effectively extending the current Contract to February 28, 2024; and

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. The City does exercise its right to elect to extend the current term of the Contract for an additional one (1) year. This extension does effectively make the term of the current Contract extend to February 28, 2024.
2. All other terms and conditions contained in the Contract for Brokerage/Consulting Services shall remain in full force and effect.

Witness the day and year first above written.

City of Morristown, Tennessee Morristown East High Band Boosters

By: _____

By: _____



Morristown City Council Agenda Item Summary

Date: December 20th, 2022

Agenda Item: Authorize the City Administrator to enter into a one (1) year agreement with Continental Protection to provide alarm monitoring services for the City of Morristown Police Department armory in the amount of \$420 (\$35 per month).

Prepared By: Andrew Ellard

Subject: Police Department Armory Monitoring Services

Background: The armory within the City of Morristown Police Department is currently secured with an alarm that requires 24/7 monitoring.

Findings/Current Activity:

Continental Protection has agreed to provide 24/7 alarm monitoring services for the Police Department. (See attached contract).

Financial Impact:

Funds have been appropriated in FY23 budget for this purchase

Action options/Recommendations:

Authorize the City Administrator to enter into a one (1) year agreement with Continental Protection in the amount of \$420 (\$35 per month)

Attachment: Continental Protection Agreement

CONTINENTAL PROTECTION
CENTRAL STATION AND/ OR OTHER SERVICES AGREEMENT

P.O. 5374
Maryville, TN 37802
(865) 983-3473
License # C0775

Agreement made this 22nd day of Nov, 2022, between **CONTINENTAL PROTECTION** (herein after called "Company") and Morristown City Hall (herein after called "Subscriber").

1. AGREEMENT - Company will furnish its Central Station Services for the Subscriber's alarm system at 100 West First North Street Morristown TN 37814 as detailed in this Agreement.

Additional Services:

Subscriber agrees to pay company at the address shown above, the sum of \$ 35.00, payable Monthly, with the first (1st) payment in such amount being due in advance upon the completion of installation and/or in advance of the time of commencement of operation of the system or the provision of services under the Alarm Service Agreement. Subsequent payments in such amount shall be due in advance on the same periodic basis thereafter. In the event of a renewal of this Agreement, payments shall be due on the anniversary date(s) of the payment due dates during the initial term. A pro rata amount will be due and payable for any partial period service is rendered.

2. TERM - The Term of this Agreement shall remain in full force and effect for a period of 1 years. After the expiration of the initial term, this contract shall automatically be renewed for additional terms of one (1) year each, unless cancelled by sixty (60) days written notice by either of the parties to the other.

3. SERVICES - Central Station services consist of the receipt and analysis of signals from the system installed at the premises indicated above, and notification of the proper authorities. Such services are initiated upon completion of installation and payment in full for same, prepayment of service charges and receipt of satisfactory test signals. All services may be discontinued any time charges are unpaid or system is abused. Mailing of notice by registered letter to billing address shall be deemed sufficient notice of discontinuation. Company reserves the right to employ outside monitoring facilities. Subscriber acknowledges that this Agreement and particularly those photographs relating to disclaimers of warranties, liquidated damages, and indemnification, insure to the benefit of and are applicable to any outside monitoring facilities employed by the Company, as well as Company; and that they bind Subscriber with respect to the monitoring facility in the same manner and with the same force and effect as they bind Subscriber to Company.

4. CENTRAL STATION -

a. Subscriber understands that transmission of signals from the devices with which the system is equipped ("Devices") and/or the system may be by wire (telephone circuits) and that alternative or additional protection can be installed at Subscriber's request and expense. Subscriber understands that for equipment which transmit signals via the telephone circuit, there are various types of telephone line service, including direct wire, McCullough loop, ect., and that the devices are not infallible. Subscriber specifically acknowledges that Company does not represent or warrant that the Devices, system or the transmission of signals from the devices or telephone line service may not be interrupted, circumvented or compromised. In addition, Subscriber understands that a digital Central Station Communicator is a non-supervised reporting Device which requires the telephone line to be operative for a signal to be received by the Central Station; if the telephone line is not operative, there is no indication of this fact at the Central Station and no signal can be received by the Central Station while the telephone line remains inoperable. Subscriber understands that notice of signals from the Central Station to the fire or police departments or other agencies will be by telephone and, therefore by wire (telephone circuit). Subscriber herefore understands that Company does not represent or warrant that the notice of signals from the Central Station via telephone line service may not be interrupted, circumvented or compromised.

b. Company may terminate its obligation to make available a Central Station at any time by mailing of notice by registered letter to billing address in the event (i) of a breach by Subscriber of any of the provisions of this Agreement, (ii) Subscriber abuses the system or the use of the Central Station, (iii) the Central Station, the connecting lines, and/or the system are destroyed or are so substantially damaged that it is impractical to continue service, or (iv) Company is unable to either secure or retain the connection or privileges necessary for the transmission of signals between the premises and the Central Station, or between the Central Station and the appropriate police or fire departments or other agencies.

5. SUBSCRIBER - Subscriber expressly covenants and agrees not to tamper with, disturb, injure or remove or otherwise interfere with equipment or permit the same to be done. It is further agreed that the equipment shall remain in the same location as installed, and any removal or disturbance thereof resulting from painting, altering or remodeling the fixtures or any changes whatsoever necessitating any work by the way of repairs, relocation or otherwise of said equipment, or if the underwriters or any inspection bureau having jurisdiction shall require any changes, shall be paid for by the Subscriber, in addition to any sums specified herein, in accordance with standard charges of Company.

6. COSTS - Should any part of the alarm system be damaged by lightening, electrical surges or other acts of God, fire, riot, war or external cause, repairs or replacements thereof shall be made and shall be paid for by Subscriber. In the event the cost of such repair or replacement exceeds \$500.00, Subscriber shall have the option to terminate this Agreement by written notice to Company within ninety (90) days of notification by Company of the cost of such repair or replacements: provided, however, that Subscriber shall remain liable for services through the effective date of such termination. In the event Subscriber fails to make a timely election to terminate, Company shall have the option to proceed with such repair and replacements at Subscriber's expense or to terminate its obligations under this Agreement by written notice to Subscriber. In the event Company elects to terminate its obligations under this Agreement pursuant to this Section 9, Company shall refund to Subscriber a pro rata portion (pro rata to the unexpired term of this Agreement) of any fee paid in advance for services over the then-current term of this Agreement, whereupon the Company shall have no further obligation or liability to Subscriber under or by reason of this Agreement.

7. COMPANY NOT AN INSURER AND LIMITATION OF LIABILITY - It is understood and agreed that Company is not an insurer, that insurance shall be obtained by Subscriber covering personal injury, including death, and real or personal property loss or damage; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Subscriber's property or the property of others located on Subscriber's premises, that Company makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the services or any equipment supplied will avert or prevent occurrences therefrom which the system or service is designed to detect or avert. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from: (i) Company's active or passive negligence; (ii) a failure to perform any of the obligations herein, or (iii) the failure of the system to properly operate with resulting loss of Subscriber because of among other things.

A. The uncertain amount of value of Subscriber's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert.


B. The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding.

C. The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by failure of its equipment to operate.

D. The nature of the service to be performed by the company.

Subscriber understands and agrees that if Company should be found liable for loss or damages, irrespective of cause, due to acts, errors or omissions which occur prior to, contemporaneously with, or subsequent to the execution of this Agreement, whether due to: (i) negligence, whether active or passive, joint or several, of Company, its officers, agents, servants, employees, suppliers, subcontractors and/or assigns; (ii) a failure of Company, its officers, agents, servants, employees, suppliers, subcontractors and/or assigns to perform or properly perform any of the obligations herein, including but not limited to repair, monitoring or service; (iii) the failure of the system or equipment in any respect whatsoever, or (iv) otherwise. Company's liability shall be limited to Two Hundred Fifty (\$250.00) Dollars, and this liability shall be exclusive and shall survive the termination or expiration of this Agreement.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Accepted By:		Accepted By and Copy Received By:		
	11-22-22			
_____ Security Consultant	_____ Date	_____ Subscriber	_____ Date	
_____ President	_____ Date	_____ By	_____ Date	

NOTICE: See other side and additional sheets for important information.



Morristown City Council Agenda Item Summary

Date: December 20th, 2022

Agenda Item: Authorize the City Administrator to enter into a one (1) year agreement with Johnson Controls to provide fire alarm monitoring services for the Morristown Landing Recreation & Events Center in the amount of \$500 annually.

Prepared By: Andrew Ellard

Subject: Morristown Landing Fire Alarm monitoring

Background: The Morristown Landing Recreation & Events Center is nearing completion. The internal fire alarm system has been installed and will require 24/7 monitoring.

Findings/Current Activity:

Johnson Controls has agreed to provide 24/7 fire alarm monitoring services. (See attached proposal).

Financial Impact:

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

Action options/Recommendations:

Authorize the City Administrator to enter into a one (1) year agreement with Johnson Controls in the amount of \$500 annually.

Attachment: Johnson Controls Proposal

Morristown Landing Recreation & Event Center Wireless Fire Alarm Monitoring Planned Service Agreement



Johnson Controls Fire Protection LP
1820 Mid Park Road Suite A
Knoxville TN37921
United States of America

Proposal Presented On:
12-12-2022

Jason Laster
jason.laster@jci.com
865-292-5963

Andrew,

Enclosed is a proposal for your review that will cover all your various needs including:

- Potential insurance discounts
- Peace of Mind
- Reliable software and hardware
- Award winning support services
- Code compliance



SERVICE SOLUTION

Customer #: 4486719
Morristown Landing Recreation & Event Center
Date: 12-Dec-22
Proposal #: CPQ-336442
Term: 1-Dec-22 to 30-Nov-23

Billing Customer:
Morristown Landing Recreation and Event Center
4355 DURHAM LNDG

MORRISTOWN, TN 37813-0000

Service Location:
Morristown Landing Recreation and Event Center
4355 Durham Lndg,
Morristown, TN 37813

Johnson Controls Fire Protection LP
Sales Representative:
Jason Laster
1820 Mid Park Road Suite A
Knoxville TN 37921
jason.laster@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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SYSTEM-FA-EDWARDS PROG

EDWARDS PROGRAMMABLE FIRE ALARM SYS

Customer Pricing Type : Local

Monitoring Account Type: Fire Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 0

Primary Communication: Cellular

Secondary Communication:

Per Point : No

ALARM & DETECTION- MONITORING

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Morristown Landing Recreation & Event Center** and is effective **1-Dec-22** (the "Effective Date") to **30-Nov-23** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

Initials

PAYMENT TERMS: *Due Upon Receipt*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$500.00 - Proposal #: CPQ-336442

PAYMENT SUMMARY:

Year	PSA Charges
1	\$500.00

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.



SERVICE SOLUTION

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment is due upon receipt, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:	<input type="checkbox"/> NO: This signed contract satisfies requirement
	<input type="checkbox"/> YES: Please reference this PO Number: _____
AR Invoices are accepted via e-mail:	<input type="checkbox"/> YES: E-mail address to be used: _____
	<input type="checkbox"/> NO: Please submit invoices via mail
	<input type="checkbox"/> NO: Please submit invoices via _____

Morristown Landing Recreation & Event Center	Johnson Controls Fire Protection LP
Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Phone #: _____	Phone #: _____
Fax #: _____	Fax #: _____
Email: _____	License #: _____ (if applicable)
Date: _____	Date: _____

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises.** Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no

guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 18 of this Agreement. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY.** To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyberattacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 18 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT**

DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom. Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other

commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions."

Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. Covid-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

17. Other Services.

A.Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement.

CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 18.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

B.Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's

Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist JCI in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 20 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at <https://www.johnsoncontrols.com/buildings/legal/digital/general/atos>.

18. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. **THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET.** Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be

responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY.** In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems **CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 18 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 18 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 18:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees

that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 18.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW**

THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NONTRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM

SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACKUP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party.

COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

19. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

20. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms

herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

21. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

22. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

23. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

24. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

25. Force Majeure, Exclusions. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

26. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at JCI's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

27. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

28. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

29. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

30. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

31. One-Year Limitation on Actions; Choice of Law. For Customers located in the United

States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

32. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

33. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

34. Headings. The headings in this Agreement are for convenience only.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature.

Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

37. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

38. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

39. Privacy. A. **Company as Processor:** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. **Company as Controller:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.



Morristown City Council Agenda Item Summary

Date: December 20, 2022

Agenda Item: Acknowledge receipt of proposals and approve an agreement with Evergreen Solutions, LLC to provide services related to a classification and compensation analysis and plan for the amount of \$42,500, and authorize the City Administrator to execute the same.

Prepared By: Andrew Ellard

Subject: Compensation Study

Background: In preparation of the FY 2023 budget, the city planned for a review of its classification and compensation study. The intent of the project includes a thorough review of compensation for all city positions, review of all job descriptions, review of benefits and various personnel policies and practices, and to perform market analysis. The intended result includes adjustments where necessary for job descriptions and a plan/strategy as it may relate to any recommended adjustments to compensation, benefits, and personnel-related policies and practices. The City solicited for proposals for the project in October 2022 and received proposals from three (3) interested firms.

Findings/Current Activity:

The selection committee identified Evergreen Solutions as the preferred firm.

Financial Impact:

This project was anticipated in the FY 2023 budget for an estimated \$40,000. Flexibility exists within the budget to cover the amount over \$40,000.

Action options/Recommendations:

Staff recommends approval of the contract with Evergreen Solutions, LLC.

Attachment: Contract with Evergreen Solutions and Selection Committee Tabulation

CONTRACT AND AGREEMENT

This Contract and Agreement is entered into this **20th day of December 2022** by and between **THE CITY OF MORRISTOWN, TENNESSEE** (“City”) and **EVERGREEN SOLUTIONS, LLC**, a Tennessee Limited Liability Company (“Consultant”).

WITNESSETH

Whereas, on or about October 14, 2022, the City issued a Request for Proposal seeking proposals for consulting services regarding a compensation study, and

Whereas, the Consultant submitted its Response and Proposal on or about November 8, 2022, which was approved by the City Council on December 20, 2022, and

Whereas, the City and Consultant do hereby intend to enter into this Contract and Agreement incorporating Consultant’s Proposal for services.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Scope of Services.** The City’s Request for Proposal includes a detailed statement of the Scope of Services and the Consultant submitted its Proposal based upon this statement. The complete Scope of Services and the Consultant’s Proposal and response are incorporated herein by reference, as if fully set out here and are also attached as Exhibits to this Contract. Specifically, Consultant shall complete a comprehensive employment classification and compensation study for the City. This will include providing recommendations regarding the City’s formal pay plan, leave benefits, and its personnel and pay related policies and procedures. The City agrees to cooperate fully with the Consultant in providing the necessary information and workspace needed to complete this study.
2. **Timeline.** Consultant agrees to begin the comprehensive Compensation Study as soon as this Contract is approved by the parties. Consultant represents that it can complete this study on or before April 30, 2023. Consultant has submitted a detailed timetable in its Proposal and it commits to following this schedule.
3. **Compensation.** The Consultant agrees to perform all required work for the scope of the services, and the City agrees to compensate the Consultant a total amount, not-to-exceed, forty-two thousand five hundred dollars (\$42,500.00). Consultant represents that this amount is all inclusive of its costs for travel, including meals and lodging, transportation, fringe benefits, indirect costs and overhead, clerical support,

and all other out-of-pocket expenses. Included in this amount are two (2) onsite visits to the City. The compensation schedule shall follow with the Consultant's timetable, with twenty-five percent (25%) of the total amount being paid by the City to Consultant upon completion of tasks 1 and 2; twenty-five percent (25%) of the total amount being paid by the City to Consultant upon completion of tasks 3 and 4; twenty-five percent (25%) of the total amount being paid by the City to Consultant upon completion of tasks 5 and 6; and twenty-five percent (25%) of the total amount being paid by the City to Consultant upon completion of tasks 7 through 11. Upon completion of the tasks as referenced above and in the Consultant's proposal, and with provision of a related work product and/or satisfactory progress report for the same, the City shall make each payment within fifteen (15) days. If there are any requested additions and/or deductions to the above stated prices, this must be agreed upon in writing by both parties.

4. **General Provisions.** Any deviation from the Scope of Services stated in the Request for Proposals and Consultant's response and those provisions stated herein, must be agreed upon by both parties and executed in writing, signed by the City and Consultant. Additionally, the following general provisions apply:

- a. In the event the City shall fail to pay any periodic or installment payment due herein, Consultant may cease completion of any future tasks without breach, pending payment or resolution of any dispute.
- b. All disputes hereunder shall be subject to the laws of the state of Tennessee and shall be resolved within Hamblen County.
- c. City may terminate this Contract at any time for poor performance by the Consultant.
- d. Neither the City, nor the Consultant, shall be liable for any failure of or delay in the performance of this Contract for the period that such delay or failure is due to causes beyond reasonable control, including, but not limited to, acts of God, labor disputes, government orders or any other force majeure event.

5. **Iran Divestment Act.** By executing this contract, the Consultant and any person signing on behalf of the Consultant certifies that to the best of its knowledge and belief, that the Consultant is not on the list created pursuant to *Tennessee Code Annotated* §12-12-106.

6. **Binding Effect.** This Contract and Agreement shall be binding upon the undersigned, their successors and assigns unless modified by an agreement in writing executed by the parties hereto.

Witness the day and year first above written.

City of Morristown, Tennessee

Evergreen Solutions, LLC

By: _____

By:  _____
Dr. Jeffrey Ling

Its: _____

Its: President _____

City of Morristown
Office of Finance and Purchasing
Compensation Study RFP
Tuesday, November 8, 2022
2:00 PM

Scorer Name: TOTALS

Criteria	Evergreen	JER HR Group	McGrath HR
Qualifications/Competence of Firm	2	1.75	2.25
Past Performance	2	1.25	2.75
Proposed Approach to the Study	2	1.5	2.5
Timetable for the Project	2.5	2.5	1
Compensation	2.75	1	2.25
Total Points:	11.25	8	10.75



Morristown City Council Agenda Item Summary

Date: December 20th, 2022

Agenda Item: Acknowledge receipt of proposals for Turf Management and Mowing Services and authorize the City Administrator to enter into two (2) – two (2) year agreements with Oak View Landscaping and Tennessee Turf Masters totaling \$290,278.00 annually.

Prepared By: Andrew Ellard

Subject: Turf Management and Mowing Services

Background: The City of Morristown currently contracts with Oak View Landscaping and Tennessee Turf Masters to provide turf management and mowing services for various locations throughout the city. These locations include City Center, Public Works, Durham Landing, city parks, and other miscellaneous locations. The contracts with each vendor are set to expire on December 31st, 2022.

Findings/Current Activity:

A request for proposal was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. The City received two (2) total responses. Oak View Landscaping and Tennessee Turf Masters provided full proposals. The difference in total price between the two proposals was minimal. The proposals were evaluated and after careful consideration, staff recommends splitting the bid based on compensation and vendor past performance.

Staff recommends Oak View Landscaping be awarded the bid for Turf Management and Mowing Services for the following locations: City Center, the Farmer's Market & Downtown Green, Fulton Hill Park, Public Works & Durham Landing, and the Morristown Landing Recreation & Events Center. In addition, staff recommends Oak View be awarded the turf management program for Frank Lorino Park, Wayne Hansard Park, Popkin Fields, and Sherwood Park.

Staff recommends Tennessee Turf Masters be awarded the bid for Turf Management and Mowing services at Jolley Park and mowing and trim services for the remaining specified locations throughout the city.

Financial Impact:

The total cost for each contract exceed the budgeted and current contractual amounts for FY23. Costs over appropriation will be addressed by budget modification or a future budget amendment.

Oak View Landscaping Annual Cost = \$192,658.00

Tennessee Turf Masters Annual Cost = \$97,620.00

Total Annual Cost = \$290,278.00.

Action options/Recommendations:

Acknowledge proposals for Turf Management and Mowing Services and authorize the City Administrator to enter into two – two (2) year agreements with Oak View Landscaping and Tennessee Turf Masters totaling \$290,278.00 annually.

Attachment: Bid tabulation

City of Morristown
Finance Department
Turf Management & Mowing
December 6th, 2022
2:00 P.M.

Turf Management & Mowing Bid Tab*		
BID ITEM	TURFMASTERS PRICING	OAKVIEW PRICING
Turf Management Program (Locations #1-4)	\$47,480.00	\$27,050.00
Turf Management & Mowing Program - City Center Lawn, ID #13	\$5,495.00	\$4,390.00
Turf Management & Mowing Program - Market & Downtown Green: ID #15	\$8,102.00	\$5,340.00
Turf Management & Mowing Program - Fulton Hill Park: ID #15	\$91,020.00	\$86,000.00
Turf Management & Mowing Program - Public Works/Durham Landing: ID # 72	\$27,725.00	\$24,500.00
Turf Management & Mowing Program - Morristown Landing & Event Center: ID #78	\$41,180.00	\$45,378.00
Turf Management & Mowing Program - Jolley Park: ID#82	\$5,120.00	\$9,390.00
Mowing/Trim/Spray Program: All other locations	\$92,500.00	\$110,000.00
TOTAL COST:	\$318,622.00	\$312,048.00

BID ITEM	TURFMASTERS PRICING	OAKVIEW PRICING
HOURLY RATE FOR SPECIAL EVENT MOWING	\$50.00	\$50 PER PERSON
IRRIGATION SERVICES	\$85.00	\$65 PER PERSON

OTHER SERVICES	TURFMASTERS PRICING	OAKVIEW PRICING
SOD, PREP & INSTALL	\$850.00 PER 1,000 SQ FOOT	
SPRIG, PREP & INSTALL	\$18.00 PER 1,000 SQ FOOT	

***PRICING INCLUDES ANNUAL PRICING FOR YEAR 1
AND YEAR 2 OF THE CONTRACT**



Morristown City Council Agenda Item Summary

Date: December 20th, 2022

Agenda Item: Acknowledge receipt of bids for Generator Maintenance Services, accept the bid from Clarke Power Services as the best and lowest bid, and authorize the City Administrator to enter into a 3-year contract with Clarke Power Services at a total cost of \$54,150.00 (or \$18,050.00 annually).

Prepared By: Andrew Ellard

Subject: Generator Maintenance Services

Background: There are currently eight (8) generators in use at different City facilities including Public Works, City Center, and nearly all City Fire Departments. To ensure they remain fully functional, each generator requires quarterly preventative maintenance, which includes two different levels of general maintenance service and a load test.

Findings/Current Activity:

An invitation to bid was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. We received three (3) total responses to the bid request. Clarke Power Services provided the best and lowest total bid for all services requested. Stower's Machinery did provide a lower bid for Level (1) maintenance service and Taylor provided the lowest bid for automatic transfer switch service. Clarke Power Service's total bid was lower than Stowers and Taylor's total bids. To ensure efficiency and to streamline services, staff would recommend awarding the bid to one vendor for all preventative maintenance services.

Financial Impact:

The annual cost is \$2,175.00 higher than appropriated in the FY23 budget. Costs over appropriation will be addressed by budget modification and/or a future budget amendment.

Action options/Recommendations:

Acknowledge bids, award the bid to Clarke Power Services, and authorize the City Administrator to enter into a three (3) year contract with Clarke Power Services at a total cost of \$54,150.00 (or \$18,050.00 annually).

Attachment: Bid tab

**CITY OF MORRISTOWN
INVITATION TO BID
GENERATOR MAINTENANCE SERVICES
DECEMBER 13TH, 2022**

	Stowers	Taylor	Clark
Year #1 (Level 1)	\$6,692.16	\$10,896.00	\$8,760.00
Year #1 (Level 2)	\$5,817.38	\$7,354.00	\$4,370.00
Year #1 (Load Test)	\$4,075.33	\$5,445.00	\$3,320.00
Year #1 (ATS)	\$5,392.00	\$0.00	\$1,600.00
Year #2 (Level 1)	\$6,692.16	\$10,896.00	\$8,760.00
Year #2 (Level 2)	\$5,817.38	\$7,354.00	\$4,370.00
Year #2 (Load Test)	\$4,075.33	\$5,445.00	\$3,320.00
Year #2 (ATS)	\$5,392.00	\$0.00	\$1,600.00
Year #3 (Level 1)	\$7,026.80	\$10,896.00	\$8,760.00
Year #3 (Level 2)	\$6,108.27	\$7,354.00	\$4,370.00
Year #3 (Load Test)	\$4,280.64	\$5,445.00	\$3,320.00
Year #3 (ATS)	\$5,661.60	\$0.00	\$1,600.00
Total	\$67,031.05	\$71,085.00	\$54,150.00

ADDITIONAL SERVICE RATES			
Rate Per Hour Year #1	\$145.20	\$145.00	\$104.00
Rate Per Hour Year #2	\$152.46	\$145.00	\$104.00
Rate Per Hour Year #3	\$160.10	\$145.00	\$104.00
Emergency Rate Year #1	\$195.80	\$217.50	\$156.00
Emergency Rate Year #2	\$205.59	\$217.50	\$156.00
Emergency Rate Year #3	\$215.90	\$217.50	\$156.00
Mileage	\$3.50 per mile	\$2.50 per mile/one way only	



Morristown City Council Agenda Item Summary

Date: December 20th, 2022

Agenda Item: Acknowledge receipt of bids for Police Department Tasers, accept the bid from Axon as the best and most qualified bid, and authorize the one-time purchase of (7) X26P tasers from Axon totaling \$8,540.00.

Prepared By: Andrew Ellard

Subject: Police Department Tasers

Background: City of Morristown Police Officers currently utilize the X26P Taser from Axon as a less lethal option. Budget in FY 2023 provides for the replacement of tasers and taser accessories as necessary.

Findings/Current Activity:

An invitation to bid was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. We received two (2) total responses to the bid. Axon provided the best and most qualified bid. Please note, Phazzer provided pricing for a different make/model of taser, which was lower than Axon's pricing of the X26P taser. The police department prefers to continue to use the Axon X26P Taser for the following reasons: (1) The Police Department has certified trainers on staff who are trained in the nomenclature and use of the X26P taser; (2) The X26P Taser has a proprietary signal configuration and is equipped with a Signal Performance Power Magazine. This configuration reports when the Taser is armed and it automatically activates body worn cameras; (3) The Police Department's current supply of miscellaneous accessories (holsters, batteries, etc..) are only interchangeable with the X26P taser.

Financial Impact:

Funds were appropriated in the FY23 budget to cover the cost of this purchase.

Action options/Recommendations:

Acknowledge bids, award the bid to Axon, and authorize staff to make a one-time purchase of (7) X26P Tasers totaling \$8540.00.

Attachment: Bid tabulation

City of Morristown
FINANCE DEPARTMENT
Police Department Tasers Bid Tab
November 8th, 2022
2:00 PM

	AXON	PHAZZER
MAKE/MODEL	Taser X26P	Phazzer Enforcer
YEAR 1 PRICE	\$1,220.00	\$636.50
YEAR 2 PRICE		\$731.50
SINGLE PPM	\$79.23	\$61.75
EXTENDED PPM	\$79.23	
TACTICAL PPM	\$79.23	
TRAINING	\$375.00	\$450.00
DELIVERY	\$0.00	\$50.00
15 FOOT CARTRIDGE	\$31.00	\$25.65
21 FOOT CARTRIDGE	\$33.31	\$28.50
25 FOOT CARTRIDGE	\$37.85	\$30.40
TRAINIG CARTRIDGE	\$32.15	\$25.65
HOLSTER	\$114.66	\$66.50
OPTIONAL 2-YR WARRANTY		\$125.00
OPTIONAL 4-YR WARRANTY		\$250.00
OPTIONAL 5-YR WARRANTY	\$379.68	



Morristown City Council Agenda Item Summary

Date: December 20th, 2022

Agenda Item: Approve purchase of miscellaneous squad car equipment to include emergency lighting and radars utilizing statewide contracts #202 and #349 totaling \$87,664.92.

Prepared By: Andrew Ellard

Subject: Police Department Equipment Purchase – FY 2023

Background: The Police Department currently has fifteen (15) police vehicles on order, three (3) of which have recently been delivered to the dealership. The police department desires to purchase the necessary emergency equipment to upfit all (15) vehicles.

Findings/Current Activity:

Dana Safety Supply has provided the attached quotes for the procurement of the emergency lighting and miscellaneous components. Pricing for the emergency lighting has been approved under Statewide Contract #202. Kustom Signal has provided the attached quote for the purchase of the radar equipment. Pricing for the radar equipment has been approved under Statewide Contract #349. Upfitting and striping will be procured separately.

Financial Impact:

FY23 budget partially provides for the purchase of this equipment. Previously encumbered funds from the FY22 budget that were appropriated to the FY23 budget via amendment (4713.02) will be utilized to cover the cost overage.

Dana Safety Supply Quote = \$61,994.92

Kustom Signal Quote = \$25,670.00

Total purchase price = \$87,664.92.

Action options/Recommendations:

Authorize staff to make two (2) one-time purchases from Dana Safety Supply and Kustom Signal respectively

Attachment: Dana Safety Supply Quote, Kustom Signal Quote, SWC #202, & SWC #349

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	465062
Customer No.	MORRITN

Bill To
MORRISTOWN POLICE DEPT 100 WEST FIRST NORTH STREET MORRISTOWN, TN 37814

Ship To
MORRISTOWN POLICE DEPT 100 WEST FIRST NORTH STREET MORRISTOWN, TN 37814

Contact:
Telephone: 423-585-2710
E-mail:

Contact:
Telephone: 423-585-2710
E-mail:

E-Man.					
Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
11/21/22	GROUND SHIPMENT		PPAY & ADD TO INVOICE	ADMIN/DETECTIVE	Net 30
Entered By		Salesperson		Ordered By	Resale Number
Kyle Pippin		Kyle Pippin- Nashville		DIANA MORGAN	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO SWC-202 STATE CONTRACT PURCHASE SOI Warehouse: NASH Vin #:	0.0000	0.00
1	1	Y	MISC SOI:ENFWB00E0Q:Ford Expedition (2018-22) Front Pass Warehouse: NASH Vin #:	534.9800	534.98
3	3	Y	ENFWB002CW SOI FRONT PASSENGER INTERIOR BAR 2020+ PIU R/B Warehouse: NASH Vin #:	534.9800	1,604.94
2	2	Y	ENFDWS1RB SOI DUAL NFORCE WINDSHIELD SUCTION CUP MNT 6 LED RED/BLUE Warehouse: NASH Vin #:	213.4400	426.88
1	1	Y	ENFWB00DNV SOI Ford Expedition (2018-21) Solid Rear Warehouse: NASH Vin #: Ford Expedition (2018-21) Solid Rear (DRV) D12 D12 D12 D12 D12 D12 (PAS) R_B R_B R_B R_B R_B R_B Accessories: PNFLBSPLT DSC w/ Breakout Box (Included) (DRV) --- --- --- --- (PAS)	752.5600	752.56
3	3	Y	ENFWB001V3 SOI NFORCE REAR WINDSHIELD DUO FPIU Warehouse: NASH Vin #:	752.5600	2,257.68

Print Date	11/21/22
Print Time	05:54:32 PM
Page No.	1

Printed By: Kyle Pippin

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	465062
Customer No.	MORRITN

Bill To
MORRISTOWN POLICE DEPT 100 WEST FIRST NORTH STREET MORRISTOWN, TN 37814

Ship To
MORRISTOWN POLICE DEPT 100 WEST FIRST NORTH STREET MORRISTOWN, TN 37814

Contact:
Telephone: 423-585-2710
E-mail:

Contact:
Telephone: 423-585-2710
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
11/21/22	GROUND SHIPMENT		PPAY & ADD TO INVOICE	ADMIN/DETECTIVE	Net 30	
Entered By			Salesperson	Ordered By	Resale Number	
Kyle Pippin			Kyle Pippin- Nashville	DIANA MORGAN		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
4	4	Y	EMPS2STS4J SOI MPOWER FASCIA 4"12-LED STUD MNT RED/BLUE Warehouse: NASH Vin #:		110.0000	440.00
2	2	Y	PMP2WSDDDB SOI 4" MPOWER DUAL WINDOW SHROUD-BLACK Warehouse: NASH Vin #:		16.1000	32.20
20	20	Y	EMPS2STS4J SOI MPOWER FASCIA 4"12-LED STUD MNT RED/BLUE Warehouse: NASH Vin #:		110.0000	2,200.00
20	20	Y	HI AND LOW IN THE CARGO AREA PMP2WSSSB SOI 4" MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: NASH Vin #:		11.5000	230.00
10	10	Y	EMPS2STS4J SOI MPOWER FASCIA 4"12-LED STUD MNT RED/BLUE Warehouse: NASH Vin #:		110.0000	1,100.00
5	5	Y	PMPSABK002 SOI MPOWER GRILLE BRACKET ASSEMBLY Warehouse: NASH Vin #:		52.9000	264.50
5	5	Y	ETFBSSN-P SOI 100% SOLID STATE TAILLIGHT FLASHER (12-WIRE) Warehouse: NASII Vin #:		46.9200	234.60

Print Date	11/21/22
Print Time	05:54:32 PM
Page No.	2

Printed By: Kyle Pippin

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	465062
Customer No.	MORRITN

Bill To
MORRISTOWN POLICE DEPT 100 WEST FIRST NORTH STREET MORRISTOWN, TN 37814

Ship To
MORRISTOWN POLICE DEPT 100 WEST FIRST NORTH STREET MORRISTOWN, TN 37814

Contact:
Telephone: 423-585-2710
E-mail:

Contact:
Telephone: 423-585-2710
E-mail:

Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method			
11/21/22		GROUND SHIPMENT		PPAY & ADD TO INVOICE		ADMIN/DETECTIVE		Net 30			
Entered By			Salesperson			Ordered By			Resale Number		
Kyle Pippin			Kyle Pippin- Nashville			DIANA MORGAN					
Order Quantity	Approve Quantity	Tax	Item Number / Description					Unit Price	Extended Price		
1	1	Y	ETHFSS-SP-ISO SOI SOLID STATE ISOLATED HEADLIGHT FLASHER Warehouse: NASH Vin #: NOTE -- NO FLASHER AVAILABLE FOR THE HIGH INTENSITY GAS DISCHARGE HEADKIGHTS. POSITIVE SIDE SWITCHING ONLY *****					50.6000	50.60		
5	5	Y	ENGSA5100HPP SOI bluePRINT® 500 Series Handheld Remote Warehouse: NASH Vin #:					650.0000	3,250.00		
5	5	Y	ENGLMK008 SOI BLUEPRINT LINK MICRO KIT Warehouse: NASH Vin #:					287.0400	1,435.20		
5	5	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: NASH Vin #: 100J series composite speaker w/ universal bail brkt-100 watt					155.0000	775.00		
3	3	Y	ETSSVBK01 SOI 2020 FORD PIUT SPEAKER BUMPER MNT BRACKET Warehouse: NASH Vin #:					27.1400	81.42		
<div>Approved By: _____</div> <div><input type="checkbox"/> Approve All Items & Quantities</div> <div>Quote Good for 30 Days</div>											

Print Date	11/21/22
Print Time	05:54:32 PM
Page No.	3

Printed By: Kyle Pippin

Subtotal	15,670.56
Freight	0.00
Order Total	15,670.56

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	465063-A
Customer No.	MORRITN

Bill To
MORRISTOWN POLICE DEPT 100 WEST FIRST NORTH STREET MORRISTOWN, TN 37814

Ship To
MORRISTOWN POLICE DEPT 100 WEST FIRST NORTH STREET MORRISTOWN, TN 37814

Contact:
Telephone: 423-585-2710
E-mail:

Contact:
Telephone: 423-585-2710
E-mail:

Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method	
11/21/22		GROUND SHIPMENT		PPAY & ADD TO INVOICE		K9 UTILITIES		Net 30	
Entered By			Salesperson			Ordered By		Resale Number	
Kyle Pippin			Kyle Pippin- Nashville			DIANA MORGAN			
Order Quantity	Approve Quantity	Tax	Item Number / Description				Unit Price	Extended Price	
2	2	N	INFO STATE CONTRACT SWC-202 ALL SOUND OFF Warehouse: NASH Vin #:				0.0000	0.00	
2	2	Y	MISC SOI:ENFWB001L1:Ford PIU Utility w/o Option 76P PASS Warehouse: NASH Vin #: Ford Explorer/PI Utility w/o Option 76P (2020-22) Front Passenger (DRV) T18 T18 T18 T18 (PAS) RBW RBW RBW RBW Accessories: PNFLBSPLTI DSC w/ Breakout Box (Included) (DRV) --N --N --N --N (PAS)				599.3800	1,198.76	
4	4	Y	EMPS2004X-J SOI 4" MPOWER FASCIA W/ QUICK MOUNT Warehouse: NASH Vin #: REAR BUMPER AREA UNDER THE TAILLIGHTS				115.0000	460.00	
8	8	Y	EMPS2STS4J SOI MPOWER FASCIA 4"12-LED STUD MNT RED/BLUE Warehouse: NASH Vin #: CARGO WINDOWS HIGH AND LOW				110.0000	880.00	
8	8	Y	PMP2WSSSB SOI 4" MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: NASH Vin #: FOR CARGO WINDOWS HIGH AND LOW				11.5000	92.00	

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Printed By: Kyle Pippin

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	465063-A
Customer No.	MORRITN

Bill To

MORRISTOWN POLICE DEPT
 100 WEST FIRST NORTH STREET
 MORRISTOWN, TN 37814

Ship To

MORRISTOWN POLICE DEPT
 100 WEST FIRST NORTH STREET
 MORRISTOWN, TN 37814

Contact:
Telephone: 423-585-2710
E-mail:

Contact:
Telephone: 423-585-2710
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
11/21/22	GROUND SHIPMENT		PPAY & ADD TO INVOICE	K9 UTILITIES	Net 30	
Entered By		Salesperson		Ordered By	Resale Number	
Kyle Pippin		Kyle Pippin- Nashville		DIANA MORGAN		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	ETTFUT-16 SOI PLUG-IN TAILLIGHT FLASHER - 2016+ PIUT Warehouse: NASH Vin #:		85.1000	170.20
2	2	Y	ENGSA5100RSR SOI BLUEPRINT 500 SERIES KNOB SIREN Warehouse: NASH Vin #:		715.0000	1,430.00
2	2	Y	ENGLMK008 SOI BLUEPRINT LINK MICRO KIT Warehouse: NASH Vin #:		287.0400	574.08
2	2	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: NASH Vin #:		233.2200	466.44
2	2	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: NASH Vin #: 100J series composite speaker w/ universal bail brkt-100 watt		155.0000	310.00
2	2	Y	ETSSVBK01 SOI 2020 FORD PIUT SPEAKER BUMPER MNT BRACKET Warehouse: NASH Vin #:		27.1400	54.28
4	4	Y	EMPS1STS3J SOI MPOWER FASCIA 3" 8-LED STUD MNT RED/BLUE Warehouse: NASH Vin #: GRILL LIGHTS MOUNTED ON GRILL IN CUT OUT AREA PROVIDED		100.7500	403.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	465063-A
Customer No.	MORRITN

Bill To
MORRISTOWN POLICE DEPT 100 WEST FIRST NORTH STREET MORRISTOWN, TN 37814

Ship To
MORRISTOWN POLICE DEPT 100 WEST FIRST NORTH STREET MORRISTOWN, TN 37814

Contact:
Telephone: 423-585-2710
E-mail:

Contact:
Telephone: 423-585-2710
E-mail:

E-mail:		E-mail:			
Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/21/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	K9 UTILITIES	Net 30	
Entered By		Salesperson	Ordered By	Resale Number	
Kyle Pippin		Kyle Pippin- Nashville	DIANA MORGAN		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	ENFWB001V3 SOI NFORCE REAR WINDSHIELD DUO FPIU Warehouse: NASH Vin #: Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities Quote Good for 30 Days	752.5600	1,505.12

Print Date	12/05/22
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Printed By: Kyle Pippin

Subtotal	7,543.88
Freight	0.00
Order Total	7,543.88

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	465064
Customer No.	MORRITN

Bill To

MORRISTOWN POLICE DEPT
100 WEST FIRST NORTH STREET
MORRISTOWN, TN 37814

Ship To

MORRISTOWN POLICE DEPT
100 WEST FIRST NORTH STREET
MORRISTOWN, TN 37814

Contact:
Telephone: 423-585-2710
E-mail:

Contact:
Telephone: 423-585-2710
E-mail:

Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method	
11/21/22		GROUND SHIPMENT		PPAY & ADD TO INVOICE		8 UTILITY PATROL		Net 30	
Entered By			Salesperson			Ordered By		Resale Number	
Kyle Pippin			Kyle Pippin- Nashville			DIANA MORGAN			
Order Quantity	Approve Quantity	Tax	Item Number / Description				Unit Price	Extended Price	
1	1	N	INFO STATE CONTRACT SWC-202 ALL SOUND OFF Warehouse: NASH Vin #:				0.0000	0.00	
8	8	Y	MISC SOI:NFORCE NTX TRI COLOR W/DIRECTIONAL Warehouse: NASH Vin #:				1,675.0000	13,400.00	
16	16	Y	EMPS2004X-J SOI 4" MPOWER FASCIA W/ QUICK MOUNT Warehouse: NASH Vin #:				115.0000	1,840.00	
32	32	Y	REAR BUMPER AREA UNDER THE TAILLIGHTS EMPS2STS4J SOI MPOWER FASCIA 4"12-LED STUD MNT RED/BLUE Warehouse: NASH Vin #:				110.0000	3,520.00	
32	32	Y	SIDE CARGO WINDOWS HIGH AND LOW PMP2WSSSB SOI 4" MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: NASH Vin #:				11.5000	368.00	
8	8	Y	SHROUDS FOR SIDE CARGO LIGHTS HIGH AND LOW ETTFUT-16 SOI PLUG-IN TAILLIGHT FLASHER - 2016+ PIUT Warehouse: NASH Vin #:				85.1000	680.80	

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	465064
Customer No.	MORRITN

Bill To
MORRISTOWN POLICE DEPT 100 WEST FIRST NORTH STREET MORRISTOWN, TN 37814

Ship To
MORRISTOWN POLICE DEPT 100 WEST FIRST NORTH STREET MORRISTOWN, TN 37814

Contact:
Telephone: 423-585-2710
E-mail:

Contact:
Telephone: 423-585-2710
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
11/21/22	GROUND SHIPMENT		PPAY & ADD TO INVOICE	8 UTILITY PATROL	Net 30
Entered By		Salesperson		Ordered By	Resale Number
Kyle Pippin		Kyle Pippin- Nashville		DIANA MORGAN	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
8	8	Y	ENGSA5100RSR SOI BLUEPRINT 500 SERIES KNOB SIREN Warehouse: NASH Vin #:	715.0000	5,720.00
8	8	Y	ENGLMK008 SOI BLUEPRINT LINK MICRO KIT Warehouse: NASH Vin #:	287.0400	2,296.32
8	8	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: NASH Vin #:	233.2200	1,865.76
8	8	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: NASH Vin #: 100J series composite speaker w/ universal bail brkt-100 watt	155.0000	1,240.00
8	8	Y	ETSSVBK01 SOI 2020 FORD PIUT SPEAKER BUMPER MNT BRACKET Warehouse: NASH Vin #:	27.1400	217.12
16	16	Y	EMPS1STS3J SOI MPOWER FASCIA 3" 8-LED STUD MNT RED/BLUE Warehouse: NASH Vin #: GRILL AREA IN CUT OUTS PROVIDED ON GRILL	100.7500	1,612.00
8	8	Y	ENFWB001V3 SOI NFORCE REAR WINDSHIELD DUO FPIU Warehouse: NASH Vin #:	752.5600	6,020.48

Print Date	11/21/22
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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	465064
Customer No.	MORRITN

Bill To
MORRISTOWN POLICE DEPT 100 WEST FIRST NORTH STREET MORRISTOWN, TN 37814

Ship To
MORRISTOWN POLICE DEPT 100 WEST FIRST NORTH STREET MORRISTOWN, TN 37814

Contact:
Telephone: 423-585-2710
E-mail:

Contact:
Telephone: 423-585-2710
E-mail:

E-mail:		E-mail:			
Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/21/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	8 UTILITY PATROL	Net 30	
Entered By		Salesperson	Ordered By	Resale Number	
Kyle Pippin		Kyle Pippin- Nashville	DIANA MORGAN		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			<div>Approved By: _____</div> <div><input type="checkbox"/> Approve All Items & Quantities</div> <div>Quote Good for 30 Days</div>		

Print Date	11/21/22
Print Time	05:52:40 PM
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Printed By: Kyle Pippin

Subtotal	38,780.48
Freight	0.00
Order Total	38,780.48



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

Statewide Multi-Year Contract Issued to:

DANA SAFETY SUPPLY INC
4809 Koger Blvd

Greensboro, NC 27407-2669

Vendor ID: 0000046995

Contract Number: NV0000000000000000071406

Title: SWC 202 - Emergency Equipment

Start Date : August 01, 2019 End Date: July 31, 2023

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

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

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

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

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

Contract Contact Information:

State of Tennessee

Department of General Services, Central Procurement Office
Contract Administrator: Joshua Polk
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-360-4460
Fax: 615-741-0684
Email: Joshua.Polk@tn.gov

Line Information

Line 1

Item ID:

APCAT-Audio/Visual Products for Emergency Vehicles and Public Works - 54% Discount From Sound Off Catalog

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 2

Item ID:

Quantity Breaks - 3% off any additional order of \$25,000 or more on Sound Off Catalog

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 3

Item ID:

APCAT-Audio/Visual Products for Emergency Vehicles and Public Works - 40% Discount From Whelen Catalog

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 4

Item ID:

Quantity Breaks - 25+ of the same item receives an additional 4% discount per order on Whelen Catalog

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 5

Item ID:

APCAT-Audio/Visual Products for Emergency Vehicles and Public Works - 43% Discount From Code 3 Catalog

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Michael F.
Perry by LWB

Digitally signed by Michael F.
Perry by LWB
DN: cn=Michael F. Perry by
LWB, o=CPO, ou=DGS,
email=Mike.Perry@tn.gov, c=US
Date: 2022.07.27 14:35:34
+05'00'

APPROVED: _____

CHIEF PROCUREMENT OFFICER

BY: _____

Mike Neely

PURCHASING AGENT

Digitally signed by Mike Neely
Date: 2022.07.27 13:21:39 -05'00'

DATE _____

Quote Number 00002231



KUSTOM SIGNALS, INC.

Prepared By Donnie Hendrickson
Phone (913) 209-0937
Email dhendrickson@kustomsignals.com

Address 10901 W 84th Terrace Suite 100
Lenexa, KS 66214
Created Date 11/2/2022

Quote To:

Bill To Name	MORRISTOWN POLICE DEPT	Ship To Name	MORRISTOWN POLICE DEPT
Bill To	PO BOX 1283	Ship To	100 W FIRST NORTH
	MORRISTOWN, TN 37816-1283		MORRISTOWN, TN 37816-1283
	USA		USA

Product Code	Quantity	Product Description	Sales Price	Total Price
3003	10.00	Eagle 3 Dual Ka-band antenna with Same Direction, Fastest, Scan mode, Wireless Speed Sensing, QuikTrak, and eFork	\$2,567.00	\$25,670.00

Totals

Subtotal	\$25,670.00
Total Amount	\$25,670.00

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.
TN State Contract SWC 349 Kustom Signals Contract # 61499

Quote Acceptance

Signature _____
Name _____
Title _____
Date _____

Quote Number 00002231



Prepared By Donnie Hendrickson
Phone (913) 209-0937
Email dhendrickson@kustomsignals.com

Address 10901 W 84th Terrace Suite 100
Lenexa, KS 66214
Created Date 11/2/2022

KUSTOM SIGNALS, INC. **TERMS AND CONDITIONS**

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is due 30 days after invoice date in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION. RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supercedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219

Quote Acceptance

Signature _____

Name _____

Title _____

Date _____



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

Statewide Contract Issued to:

Kustom Signals Inc
PO Box 776238
Chicago, IL 60677-6238

Vendor ID: 0000000661

ContractNumber: 0000000000000000000061499

Title: SWC 349 Police Radars & Lidars

Start Date : February 15, 2019 End Date: February 14, 2024

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

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

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

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

liable for the transactions between the Contractor and Authorized Users.

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

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Mike Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-507-5791
Fax: 615-741-0684
Email: Michael.T.Neely@tn.gov

Line Information

Line 1

Item ID: 1000164765
Eagle II, Radar, Ka Band, Dashmount, Speed Enforcement
Unit of Measure: EA
Vendor Item/Part #: CRS_39_DUAL_KA
Manufacturer Item #: EAGLE II, MODEL 36-1
Unit Price: \$ 0

1 – 49 Units: \$1475.00
50+ Units: \$1416.00

Line 2

Item ID: 1000164770
Golden Eagle II, Radar, Ka Band, Dashmount, Speed Enforcement
Unit of Measure: EA
Vendor Item/Part #: CRS_57_DUAL_KA
Manufacturer Item #: GOLDEN EAGLE II-54-1
Unit Price: \$ 0

1 – 49 Units: \$1990.00
50+ Units: \$1910.00

Line 3

Item ID: 1000166105
Directional Golden Eagle, Radar, Directional Mode, Dual Ka-Band Antennas
Unit of Measure: EA
Vendor Item/Part #: CRS_826_DUAL_KA
Manufacturer Item #: RAPTOR RP-1D, MDL 832
Unit Price: \$ 0

1 – 49 Units: \$2402.00
50+ Units: \$2306.00

Line 4

Item ID: 1000164761
Falcon HR, Radar, K Band, Mode S/M, Handheld, Same Direction
Unit of Measure: EA
Vendor Item/Part #: CRS_7000
Manufacturer Item #: FALCON HR-7000-1
Unit Price: \$ 0

1 – 49 Units: \$693.00
50+ Units: \$665.00

Line 5

Item ID: 1000164763
Talon II, Radar, Ka Band, Speed Enforcement
Unit of Measure: EA
Vendor Item/Part #: CRS_1600
Manufacturer Item #: TALON II-1600-1
Unit Price: \$ 0
1 – 49 Units: \$1015.00
50+ Units: \$975.00

Line 6

Item ID: 1000164766
Directional Talon Radar, Ka Band, Mode S/M, Handheld, Same Direction
Unit of Measure: EA
Vendor Item/Part #: CRS_1670
Manufacturer Item #: D-TALON II-1670-1
Unit Price: \$ 0
1 – 49 Units: \$1324.00
50+ Units: \$1271.00

Line 7

Item ID: 1000164768
Raptor RP1- Radar, K-Band, Mode S/M, Speed Enforcement
Unit of Measure: EA
Vendor Item/Part #: CRS_849
Manufacturer Item #: RAPTOR RP-1, K-830-1
Unit Price: \$ 0
1 – 49 Units: \$1869.00
50+ Units: \$1795.00

Line 8

Item ID: 1000183783
Eagle 3, Radar System, Single Antenna, Ka Band, Speed Enforcement
Unit of Measure: EA
Vendor Item/Part #: CRS_3003_DUAL_KA
Manufacturer Item #:
Unit Price: \$ 0
1 – 49 Units: \$2567.00
50+ Units: \$2464.00

Line 9

Item ID: 1000184794
LaserCam4, Lidar, Portable, Speed Measurement, with Video, Bluetooth Support
Unit of Measure: EA
Vendor Item/Part #: CRS_2100
Manufacturer Item #:
Unit Price: \$ 0
1 – 49 Units: \$5995.00
50+ Units: \$5756.00

Line 10

Item ID: 1000184795
ProLaser 3, Radar, Laser, Handheld, Speed Enforcement
Unit of Measure: EA
Vendor Item/Part #: CRS_1700
Manufacturer Item #:
Unit Price: \$ 0

1 – 49 Units: 25715.00
50+ Units: \$2468.00

Line 11

Item ID: 1000184796
ProLaser 4, Radar, Laser, Handheld, Speed Enforcement
Unit of Measure: EA
Vendor Item/Part #: CRS_2000
Manufacturer Item #:
Unit Price: \$ 0

1 – 49 Units: \$2299.00
50+ Units: \$2207.00

Line 12

Item ID: 1000184797
Pro-Lite Plus, Lidar, Binocular Style, Heads up Display, Point and Shoot, Speed Enforcement
Unit of Measure: EA
Vendor Item/Part #: CRS_1780
Manufacturer Item #:
Unit Price: \$ 0

1 – 49 Units: \$1471.00
50+ Units: \$1412.00

Line 13

Item ID: 1000184798
Parts and Accessories - 22% Off
Unit of Measure: EA
Vendor Item/Part #: RADAR_PARTS_AND_ACCESSORIES
Manufacturer Item #:
Unit Price: \$ 0

Line 14

Item ID: 1000184930
Eagle II, Ka, S/M, Single Ka
Unit of Measure: EA
Vendor Item/Part #: CRS 36
Manufacturer Item #:
Unit Price: \$ 0

1 – 49 Units: \$1320.00
50+ Units: \$1268.00

Line 15

Item ID: 1000184931
Golden Eagle II, Ka, S/M, Single Ka
Unit of Measure: EA Vendor
Item/Part #: CRS_54
Manufacturer Item #:
Unit Price: \$ 0

1 – 49 Units: \$1835.00
50+ Units: \$1762.00

Line 16

Item ID: 1000184932
Directional Golden Eagle II, Ka, S/M, with moving/stationary, wireless remote and 7 dash mount
Unit of Measure: EA
Vendor Item/Part #: CRS_825
Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$2196.00

50+ Units: \$2108.00

Line 17

Item ID: 1000184933

Falcon HR, K, S/M, moving mode with pod dash mount and stationary mode, wired remote, 7 dash mount

Unit of Measure: EA

Vendor Item/Part #: CRS 7001

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1156.00

50+ Units: \$1109.00

Line 18

Item ID: 1000184934

Falcon HR, Ka, S/M, with moving/stationary and same direction, wireless remote and 7 dash mount

Unit of Measure: EA

Vendor Item/Part #: CRS 7002

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1377.00

50+ Units: \$1322.00

Line 19

Item ID: 1000184935

Talon II, Ka, S/M, moving mode with pod dash mount and stationary mode, wired remote, 7 pod dash mount

Unit of Measure: EA

Vendor Item/Part #: CRS 1601

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1444.00

50+ Units: \$1386.00

Line 20

Item ID: 1000184936

Talon II, Ka, S/M, moving/stationary mode with wireless remote, 7 dash mount

Unit of Measure: EA

Vendor Item/Part #: CRS 1660

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1367.00

50+ Units: \$1312.00

Line 21

Item ID: 1000184937

Directional Talon, Ka, S/M, moving/stationary modes (handle only), fastest and same direction, wired remote, 7 pod dash mount

Unit of Measure: EA

Vendor Item/Part #: CRS 1671

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1881.00

50+ Units: \$1805.00

Line 22

Item ID: 1000184938

Directional Talon, Ka, S/M, moving/stationary mode with wireless remote, 7 dash mount

Unit of Measure: EA

Vendor Item/Part #: CRS 1672

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1963.00

50+ Units: \$1885.00

Line 23

Item ID: 1000184939

Raptor RP-1, K, Ka, S/M, Single K, directional mode

Unit of Measure: EA

Vendor Item/Part #: CRS 830

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1114.00

50+ Units: \$1070.00

Line 24

Item ID: 1000184940

Raptor RP-1, K, Ka, S/M, Single K, directional mode and same lane mode

Unit of Measure: EA

Vendor Item/Part #: CRS 831

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1257.00

50+ Units: \$1207.00

Line 25

Item ID: 1000184941

Raptor RP-1, K, Ka, S/M, Dual K, directional mode

Unit of Measure: EA

Vendor Item/Part #: CRS 832

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1461.00

50+ Units: \$1403.00

Line 26

Item ID: 1000184942

Raptor RP-1, K, Ka, S/M, Dual K, directional mode and same lane mode

Unit of Measure: EA

Vendor Item/Part #: CRS 833

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1563.00

50+ Units: \$1501.00

Line 27

Item ID: 1000184943

Raptor RP-1, K, Ka, S/M, Single Ka, directional mode

Unit of Measure: EA

Vendor Item/Part #: CRS 846

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1461.00
50+ Units: \$1403.00

Line 28

Item ID: 1000184944

Raptor RP-1, K, Ka, S/M, Single Ka, directional mode and same lane mode

Unit of Measure: EA

Vendor Item/Part #: CRS 847

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1563.00
50+ Units: \$1501.00

Line 29

Item ID: 1000184945

Raptor RP-1, K, Ka, S/M, Dual Ka, directional mode

Unit of Measure: EA

Vendor Item/Part #: CRS 848

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1784.00
50+ Units: \$1712.00

Line 30

Item ID: 1000184946

Eagle 3, Single Ka Band

Unit of Measure: EA

Vendor Item/Part #: CRS 3002

Manufacturer Item #:

Unit Price: \$ 0

1 – 49 Units: \$1949.00
50+ Units: \$1871.00

Michael F.
Perry by
LWB

Digitally signed by Michael F.
Perry by LWB
DN: cn=Michael F. Perry by
LWB, o=CPO, ou=DGS,
email=Mike.Perry@tn.gov,
c=US
Date: 2022.09.13 13:06:18
-05'00'

APPROVED: _____

CHIEF PROCUREMENT OFFICER

BY: _____

Mike Neely

Digitally signed by Mike
Neely
Date: 2022.09.12
-05'00'

PURCHASING AGENT

Randy W. Beckner
Bradley C. Craig
Wm. Thomas Austin
David P. Wilson
James B. Voso
Randy L. Dodson
Chad M. Thomas
Jason A. Carder
Brian R. Newman



Edwin K. Mattern, Jr. (1949-1982)
Gene R. Cress (1935-2014)
Sam H. McGhee, III (1940-2018)
Stewart W. Hubbell (Retired)
J. Wayne Craig (Retired)
Michael S. Agee (Retired)
Steven A. Campbell (Retired)

December 2, 2022

Larry Clark
Assistant City Administrator
City of Morristown
lclark@mymorristown.com

Re: East Morris Rehab Project
Additional Services, Design Phase
Commission No. 3238E


Dear Larry:

During the development of this project, we have encountered multiple issues that are beyond our original scope of work. As such, we proposed to add the following services to our scope of work:

1. Using a subconsultant, perform subsurface exploration of the area surrounding the box culvert under East Morris Boulevard (near Dover Road), and provide recommendations to address the subsidence of the pavement at each end of the culvert.
2. Provide details of modifications to the upstream end of the box culvert described above, to accommodate an eastbound turn lane onto Dover Road.

Mattern & Craig can provide these services, for the lump-sum fee of **\$21,000**. We propose to amend our contract accordingly, to add this amount to the "Design Phase" of the contract. If this is acceptable, please sign below and return a copy to me.

Sincerely,
MATTERN & CRAIG


Jason Carder, P.E., , PTOE, RSP
Principal

Accepted:

By: _____

Title: _____

Date: _____

December 13, 2022

Andrew Ellard
Assistant City Administrator
City of Morristown
100 West First North Street
Morristown, TN 37814

Dear Andrew:

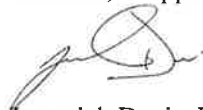
Rummel, Klepper and Kahl, LLP (RK&K) is pleased to submit the attached scope of work and fee for supplement No. 1 for the Turkey Creek Greenway Ph 5 project for your review and approval. The scope and fee are based on additional services required. During initial scoping it was anticipated there would no right-of-way acquisition needed and many of the technical studies required under the NEPA process would not be needed. During preliminary design for the environmental phase, it was determined there would be acquisition of right-of-way. Due to this change the following environmental technical studies are needed:

- Archaeology
- Historic Architecture
- Ecology
- Section 4F consultation

All technical studies will be completed per the Tennessee Department of Transportation (TDOT) Local Government Guidelines (LGG), TDOT Environmental Guidelines and City of Morristown standards for these type facilities.

As you review the scope and fee, please do not hesitate to contact me with questions and/or clarifications of the scope of work and fee.

Sincerely,
Rummel, Klepper & Kahl, LLP



Jeremiah Davis, PE
Project Manager

Enclosure:
Exhibits A (scope of work), B (fee estimate), C (project location)

cc: Steven Field, PE

Supplement No. 01			
Roadway/Multipath Design			
NEPA Documentation Technical Studies			
	Estimated Fee	Exhibit B	
RK&K	\$ 43,005.00		90%
Cultural Resource Technical Study (Archaeology and Historic Architecture)		\$ 41,505.00	86%
Water Wesource Technical Study (Ecology)		\$ 1,500.00	3%
NEPA/Environmental Studies			
Kimley Horn: Adding Section 4F consultation	\$ 5,000.00		10%
Total	\$ 48,005.00		100%

Turkey Creek Greenway, Phase 5 Project, Hamblen County, Tennessee

Scope of Services Section 4(f) Consultation

ROW/easements are now proposed within the City of Morristown property that contains the greenway and parking lot, Section 4(f) De Minimis documentation is required.

Section 4(f) – Recreational Resources

With the identification of a potential Section 4(f) resource within the project area (Turkey Creek Greenway), a Determination of Section 4(f) *De Minimis* Use form developed by TDOT will be completed for the proposed project. Kimley-Horn will prepare the Determination of Section 4(f) *De Minimis* Use form for the project and submit it to the Client/TDOT for initial review. Once the initial review has been completed by the Client/TDOT, the Determination of Section 4(f) *De Minimis* Use form will be submitted to the Federal Highway Administration (FHWA) for final review.

In order for the proposed project to receive a *De Minimis* Finding the following criteria must be met:

- Complete the Determination of Section 4(f) *De Minimis* Use form for recreational resource(s).
- Inform the Official with Jurisdiction (OWJ) of the intent to make a *De Minimis* finding. In the case of this project, it is assumed that the OWJ is the City of Morristown.
- Obtain written concurrence from the OWJ of the *De Minimis* finding.
- Provide the public with the opportunity to review and comment on the effects of the project on the Section 4(f) properties via a legal announcement and map in the local newspaper.

Assumptions:

- A “will not adversely affect the activities, features, or attributes” determination from the City of Memphis is anticipated for this project as well as a Section 4(f) *De Minimis* Use Determination from the FHWA. If TDOT, FHWA or the OWJ request the preparation of either a Programmatic Section 4(f) Evaluation or an Individual Section 4(f) Evaluation, these services can be provided, but will be considered Additional Services beyond this scope of services.
- The City of Morristown will be responsible for the coordination and fees associated with the publication of the public notice and map in the local newspaper and any additional websites.

Kimley-Horn Deliverables (provided electronically in Adobe PDF format):

- Determination of Section 4(f) *De Minimis* Use form.
- Public notice with project location map.
- Official with Jurisdiction notification letter and concurrence letter.
- Section 4(f) language for incorporation by Kimley-Horn into the NEPA Reevaluation.

Turkey Creek Greenway, Phase 5 Project, Hamblen County, Tennessee**Scope of Services Ecology**

Based on guidance reviewed pertaining to TDOT Local Programs, a person qualified in determining the absence or presence of water resources (Qualified Hydrologic Professional, QHP) will need to traverse the proposed site and provide documentation of any features observed. If water resource or wetland features are observed on or near the project site a QHP will need to determine the status of the feature using TDEC and USACE guidance and data forms. Additional documentation will include the "Water Resource Table for NEPA Documentation" form provided by TDOT Local Programs staff and a written letter environmental boundary report to include maps of the area, photos, data sheets (if needed), and any supporting information obtained via a desktop review.

Turkey Creek Greenway, Phase 5 Project, Hamblen County, Tennessee

Scope of Services and Cost Proposal for a Historic Architecture Survey and Phase I Archaeological Identification Survey

Scope of Services includes the completion of a Historic Architecture Survey and a Phase I Archaeological Identification Survey for the Turkey Creek Greenway, Phase 5 Project in Hamblen County, Tennessee. This phase of the project will install a 3-meter/10-foot-wide multiuse path approximately 2,380 feet (0.45 mile) long that starts at the Freddie Kyle Trailhead, traversing northward on the westward side of SR343/N. Cumberland St.; eastward, crossing SR343 to the east side of SR343 to connect Heritage Park; and northward along the eastern side of SR343/Buffalo Trail to the Davis St. intersection. The cultural resources assessment surveys are being conducted to comply with requirements of Section 106 of the National Historic Preservation Act (NHPA).

RK&K's scope of services are outlined below. Mr. James Kodlick, RPA, of RK&K will manage the project, including maintaining the project schedule and budget and providing oversight of the cultural resource team and work products. Work will be completed or overseen by RK&K's experienced team of architectural historians and archaeologists, who meet or exceed the Secretary of the Interior's (SOI) Professional Qualification Standards in history, architectural history, and/or archaeology, and are experienced in completing similar projects.

These studies are required as detailed below:

- **Architectural/Historic Assessment** – The project area traverses through the Morristown College Historic District (listed on the [National Register of Historic Places website](#)) and contains several properties that are 50+ years old adjacent to the project corridor. Since ROW/easements are proposed along the corridor potentially impacting the historic district and potential historic properties, an Architectural/Historic Assessment is needed.
- **Phase I Archaeological Assessment** – Since ROW/easements are proposed on previously undisturbed ground and some of these are located within the historic district, a Phase I Archaeology Survey is needed.

SCOPE OF SERVICES

RK&K will perform the following tasks in order to complete the project.

Phase I Archaeological Identification Survey

- **Tennessee Division of Archaeology State Archaeological Permit Application** - Prior to conducting field investigations, RK&K will complete and submit an application to the Tennessee Division of Archaeology (TDOA) for a State Archaeological Permit. RK&K will provide a copy to the client prior to initiating fieldwork. There is no federally owned property within the area of potential effect (APE) and no Archaeological Resource Protection Act (ARPA) permit will be required.
- **Background Research** - Prior to conducting field investigations, RK&K will conduct general background research via the TDOA site files for information on previously identified historic properties, archaeological sites, cemeteries, and prior cultural resource surveys conducted within a one-mile radius of the APE. The background research at TDOA will be conducted by

an individual who meets the SOI Professional Standards as an archaeologist. Additional archival research, using both primary and secondary sources, will take place at local, county, state, and federal repositories and with on-line resources, as appropriate. Research materials may include some or all of the following: National Register of Historic Places (NRHP) nominations, historic maps, historic aerial photography, atlases, plats, county and local histories, genealogies, land records, tax records, and court records. Identified repositories include the Tennessee State Library and Archives, the Tennessee Historical Commission (THC), and the Library of Congress in Washington, DC. Interviews with property owners or individuals knowledgeable about local history may also fall under this task. The purpose of this research is to 1) create a narrative of prehistoric and historic land use within the APE and surrounding area to anticipate the presence or absence of archaeological resources, and 2) establish a cultural and historical context to aid in the interpretation of any archaeological resources identified.

- **Phase I Archaeological Identification Survey** - RK&K will conduct a Phase I Archaeological Identification Survey to identify any archaeological resources or cemeteries within the APE, define their boundaries within the APE, and to the extent possible, evaluate the eligibility of identified archaeological resources for listing in the NRHP. Archaeological survey will consist of pedestrian survey and subsurface shovel testing. The purpose of the pedestrian survey is to identify any above-ground resources, previously disturbed areas, areas of excessive slope, areas with sufficient surface visibility for controlled surface collection, access points, or crew safety concerns. Areas determined by field staff to be undisturbed or potentially undisturbed, have poor surface visibility, under 43% slope (22 degrees), or otherwise have archaeological potential, will be subject to subsurface shovel testing. Shovel test pits (STPs) will be excavated along linear transects at 20-meter intervals or judgmentally. All STPs containing archaeological materials will be delineated at 10-meter intervals in cardinal directions. Each STP will measure 30 centimeters (12 inches) in diameter and extend a minimum of 10 centimeters (3.9 inches) vertically into sterile subsoil or up to one meter (3.3 feet) below the surface, whichever is reached first. All soil from STPs will be screened through 0.25-inch mesh for the recovery of artifacts. Artifacts post-dating 1960 will be noted and discarded in the field. All other prehistoric and historic materials will be retained for analysis at the RK&K archaeology laboratory.

Prior to fieldwork mobilization, RK&K will develop a project-specific health and safety (H&S) plan. The H&S plan will follow the safety standards of the Occupational Safety and Health Administration (OSHA) and the Tennessee Occupational Safety and Health Administration (TOSHA). All crew members will be required to review and sign the H&S plan prior to fieldwork. RK&K will submit a request to have all underground utilities within the APE identified and marked prior to any ground disturbing activities.

Based on the size and nature of the APE and the anticipated number of newly identified archaeological resources, RK&K estimates that it will require approximately 32 shovel tests to adequately survey the APE and delineate any archaeological resources.

- **Laboratory Analysis and Artifact Curation** - All artifacts retained during the field investigation will be processed in RK&K's archaeology laboratory. Artifacts will be analyzed, typed, quantified, and described in comparison to typologies for the region. All artifacts recovered from the Phase I Archaeological Identification Survey will be washed, labeled, and packaged along with project documentation for curation at the approved curation facility.
- **Technical Report Preparation** - At the completion of field excavations RK&K will prepare and submit a draft Phase I Archaeological Identification Survey technical report to the City of

Morristown documenting the investigation results, NRHP recommendations for each site identified, and any recommendations for further archaeological investigations. Draft archaeological site forms for each site will be submitted to TDOA prior to submittal of the draft report and will also be included with the report. Should comments and a request for edits be provided by the Client or the Tennessee State Historic Preservation Office (TN SHPO), RK&K will address those edits and return the revised report to the City of Morristown. The technical report will follow the *Tennessee SHPO Standards and Guidelines for Archaeological Resource Management Studies* (Tennessee Department of Environment and Conservation 2018) and the *Society for American Archaeology's Style Guide* (2018).

Historic Architecture Survey

- **Background Research** - RK&K will review NRHP data available on the National Park Service website to identify any NRHP-listed properties or historic districts in the APE, which is defined as the project area, adjacent properties, and areas beyond that may be affected by changes in visual setting during construction or as a result of the project. Due to the scope and nature of the project, the architectural APE is assumed to encompass the properties within an approximate 200-foot buffer of the project centerline. RK&K will review the TN SHPO Survey Map online to identify previously surveyed architectural properties within the APE. If previously surveyed architectural properties are identified, RK&K will contact the TN SHPO survey coordinator to obtain electronic copies of the survey files. RK&K will review historic and current aerial imagery to identify architectural resources aged 45 years or older within the APE. General background research conducted to provide a context of the project area will be done in conjunction with archaeological background research to eliminate duplication of effort.
- **Architectural Survey Fieldwork** - RK&K will complete a field investigation to confirm the boundaries of the APE are appropriate, and to photograph architectural resources aged 45 years old or older, as well as photograph representative streetscapes within the APE. All survey will be conducted from the existing road right-of-way (ROW).
- **Historic Architecture Survey Report** - RK&K will prepare a Historic Architecture Survey Report according to the requirements of *The Tennessee Historical and Architectural Survey Manual* (THC, Updated 2020). The report will include a management summary, description of the project, project location maps, brief historic context, survey methodology, survey results, and NRHP eligibility recommendations for each surveyed architectural resource. If historic (NRHP-listed, eligible, and/or recommended eligible) architectural resources are identified in the APE, the report will include a discussion of the effects the project will have on each property. RK&K will submit a draft Historic Architecture Survey Report as a PDF to the City of Morristown for review and make edits accordingly.
- **TN SHPO Survey Forms** – RK&K will complete one (1) survey form for each architectural resource surveyed, using the Survey123 application in accordance with TN SHPO guidance. The content of the forms will be provided within the draft report. Because the Survey123 application does not allow for export of draft forms, RK&K will submit the forms to the TN SHPO electronically through Survey123 after the City of Morristown's approval of the draft report.

Assumptions

- RK&K assumes approximately 30 architectural resources will require survey.
- RK&K assumes submittal of two (2) hard-copy final Historic Architecture Survey Reports in addition to an electronic PDF submittal.
- RK&K will not be responsible for identifying and contacting potential consulting parties or preparing landowner notification / right-of-entry letters.
- The discovery of human remains in this setting during the archaeological identification investigation is a possibility but is not expected. Therefore, this proposal does not include any work associated with the treatment of human remains. In the unlikely event that human remains are encountered, the client will be notified immediately, and all work will cease pending further direction.
- It is assumed that one (1) archaeological site will be identified and that an average of 25 artifacts will be recovered from the site. If the overall number of sites or artifacts recovered exceeds these limits, modifications to this proposal may be required.
- This Phase I Archaeological Identification Survey is limited to the manual excavation of STPs and pedestrian survey. Additional mechanical excavation of trenches or auger tests may be recommended if the APE demonstrates the potential for deeply buried soils containing cultural deposits. Any mechanical excavation would be covered under a supplemental scope and fee.

PROPOSED TIMETABLE

RK&K is prepared to start project work upon NTP and proposes the following schedule.

Task(s)	Time
Notice to Proceed.	TBD
TDOT Permit Application	NTP + 1 week
Archaeology and Historic Architecture Background Research	NTP + 1 week
Archaeology and Historic Architecture Fieldwork	NTP + 6 weeks
Draft Report and TN SHPO Survey Forms to the City of Morristown	NTP + 10 weeks

COST PROPOSAL

RK&K's cost for the above scope of services will be based on a lump-sum price of \$41,505 as detailed in the following cost proposal. Work will be invoiced monthly. Labor time will be based on the hours estimated in the fee proposal; however, it is recognized that there is flexibility among tasks as long as the lump-sum budget amount is held. Direct expenses will be submitted for reimbursement at cost and are estimated to include printing, mileage, lodging, per diem, and other travel costs.

TASK	HOURS	COST
Project Coordination	24	\$5,312
TDOA Permit Application	2	\$243
Archaeology Background Research	16	\$3,484
Phase I Archaeological Identification Survey	68	\$6,562
Laboratory Analysis and Artifact Curation	16	\$1,513
Archaeology Technical Report Preparation	64	\$7,440
Architectural Survey Fieldwork	24	\$2,772
Historic Architecture Survey Report	80	\$8,456
TN-SHPO Survey Forms	30	\$3,466
Estimated Direct Expenses	---	\$2,256
TOTAL RK&K	360	\$41,505

RK&K will not perform any work that is not included within this scope of services in advance of a written change order approved by the City of Morristown and RK&K.

We look forward to receiving your notice to proceed on this effort. Should you have any questions, please do not hesitate to contact me at jkodlick@rkk.com or (717) 884-4234. Thank you for the opportunity to work with you on this project.

Sincerely,

Rummel, Klepper, and Kahl, LLP



James R. Kodlick, RPA

Cultural Resources Group Lead