

FINANCE COMMITTEE

August 1, 2023

3:30 p.m.

WORK SESSION

August 1, 2023

4:00 p.m.

1. Agenda Review and Citizen Forum

AGENDA

CITY OF MORRISTOWN, TENNESSEE

CITY COUNCIL MEETING

August 1, 2023

5:00 p.m.

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Pastor John Paul Freitag, Morristown Police Dept. Senior Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **ADOPTION OF AGENDA**

6. **PROCLAMATIONS/PRESENTATIONS**

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

8. **APPROVAL OF MINUTES**

1. July 20, 2023

9. **OLD BUSINESS**

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

1. Ordinance No. 4756

Entitled an Ordinance to Repeal Ordinance No. 4743 and replace with Ordinance 4756 to annex certain territory and to incorporate same within the corporate boundaries of the city of Morristown, Tennessee. Annexation of property being Hamblen County Tax Parcel ID #040K C 013.00 and currently addressed 4126 Martha's Vineyard.

2. Resolution No. 2023-12 – Plan of Services
Resolution adopting a Plan of Services for the annexation of 4126 Martha's Vineyard.

10. NEW BUSINESS

10-a. Resolutions

1. Resolution No. 2023-13
A Resolution of The City Council of Morristown, Tennessee authorizing the City of Morristown to participate in Public Entity Partners "Safety Partners" Matching Grant Program.
2. Resolution No. 2023-14
A Resolution declaring the intent of the City of Morristown to reimburse itself for certain expenditures relating to Public Works projects with the proceeds of tax-exempt debt obligations to be issued by the City of Morristown in an approximate amount of \$915,000.

10-b. Introduction and First Reading of Ordinances

10-c. Awarding of Bids/Contracts

1. Authorization to apply for 2023 Justice Assistance Grant in the amount of \$18,819.00; requires no matching funds.
2. Authorization to apply for the State of Tennessee Recruitment and Retention Grant for the Morristown Police Department.
3. Approve Change Order No. 1 with King General Contractors for the Talley Ward Sewer Line Project in the amount of \$28,012.50.
4. Authorize the purchase of ammunition from Gulf States Distributors per the attached Police Department request for \$10,076.26 via Tennessee statewide contract #331/75506.
5. Approve Work Authorization No. 4 for Goodwyn Mills Cawood in the amount of \$94,041 to provide construction administration services for the runway lighting replacement project at Morristown Regional Airport.
6. Authorize SFM to enter an agreement with Alsco for custodial and linen related products and services at the Landing per the attached contract.
7. Approve Change Order No 1 to the contract with Eskola, LLC to extend the period of performance.

8. Authorize purchase of certain Holosun Optical equipment per the attached quote for \$32,701.60 from Dana Safety Supply via an open governmental agreement between Dana Safety Supply and Bradford County, Florida.
9. Authorize the purchase of parcel 055 003.00 known as 2815 Ironwood Drive, 69.89 acres in total, per the attached contract, for \$908,570.

10-d. Board/Commission Appointments

10-e. New Issues

11. CITY ADMINISTRATOR'S REPORT

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

**WORK SESSION
August 1, 2023**

1. Drug Recovery Court Request

City Council Meeting/Holiday Schedule.

August 1, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
August 1, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
August 1, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 4, 2023	Friday	9:00 a.m.	City Council Work Session – Morristown Landing 4355 Durham Landing
August 15, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
August 15, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 4, 2023	Monday		City Center Closed – Observance of Labor Day
September 5, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
September 5, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 19, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
September 19, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 3, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
October 3, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
October 3, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 17, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
October 17, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 7, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
November 7, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 21, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
November 21, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 23-24, 2023	Thurs/Fri		City Center Closed – Observance of Thanksgiving Holiday
December 5, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
December 5, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
December 5, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 19, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
December 19, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 22 & 25, 2023	Fri/Mon		City Employee's Holiday – Observance of Christmas Day
January 1, 2024	Monday		City Center Closed – Observance of New Year's Day
January 2, 2024	Tuesday	4:00 p.m.	City Council Agenda Review & Citizen Forum
January 2, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
January 15, 2024	Monday		City Center Closed – Observance of Martin Luther King Day
January 16, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
January 16, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 6, 2024	Tuesday	3:30 p.m.	Finance Committee Meeting
February 6, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
February 6, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 20, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
February 20, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
July 20, 2023
5:00 p.m.**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Thursday July 20, 2023, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present; Chris Bivens, Bob Garrett, Tommy Pedigo, Joseph Senter and Kay Senter. Absent; Al A'Hearn.

Reverend Don Lamb, Morristown Fire Dept. Chaplain led in the invocation. Mayor Chesney led the "Pledge of Allegiance".

Councilmember K. Senter made a motion to adopt the July 20, 2023 agenda as presented. Councilmember J. 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. No one spoke.

Councilmember Pedigo made a motion to approve the July 6, 2023 minutes as circulated. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Under Old Business Councilmember Bivens made a motion to bring Ordinance No. 4735 back from the table for consideration at the August 15, 2023 Council meeting. Councilmember J. Senter seconded the motion. During discussion it became evident that resolution of the dispute between property owners will need additional time to resolve. Councilmember Bivens withdrew his motion. The request to bring back from the table then died for a lack of motion.

Ordinance No. 4735

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

A Public Hearing was held relating to Ordinance No. 4755. No one spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 4755 on its second and final reading. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4755

Being an Ordinance of The City Council of Morristown, Tennessee,

**Amending Title 10, Section 108 of the Morristown Municipal Code
(Animal Control).**

Councilmember K. Senter made a motion to repeal Ordinance No. 4743 and replace it with Ordinance No. 4756, approve Ordinance 4756 on first reading and schedule a public hearing relative to the final passage of said ordinance for August 1, 2023. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 4756

Entitled an Ordinance to Annex certain territory and to incorporate same within the corporate boundaries of the City of Morristown, Tennessee. Annexation of property being Hamblen County Tax Parcel ID #040K C 013.00 and currently addressed 4126 Martha’s Vineyard.

Councilmember Bivens made a motion to authorize Mayor Chesney to execute a FY2024 grant contract between the City and Tennessee Department of Transportation for airport maintenance. State participation is 95% (\$15,000), and local match is 5% (\$789.47). Councilmember J. Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to authorize Mayor Chesney to execute a grant contract between the City and Tennessee Department of Transportation for acquisition of portions of certain property for future taxiway alignment. Federal participation is 90% (184,950), state participation is 5% (\$10,275), and local match is 5% (\$10,275). Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve the Interlocal Cooperation Agreement with Hamblen County Government for Hamblen County School Resource Officer Funding (Equipment/Training/Insurance). Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the Contract extension for Real Estate Agent/Broker Services with LeBel Commercial Realty for a period of three years to expire June 30, 2026. Councilmember Garrett seconded the motion and upon roll call; Mayor Chesney, Councilmembers Bivens, Garrett, J. Senter and K. Senter voted “aye”. Councilmember Pedigo abstained.

Councilmember K. Senter made a motion to approve an amendment to the agreement (MOU) between the City and Knoxville-Knox County Community Action Committee for continued project delivery services associated with the Emergency Repair program. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to authorize the purchase of thirty (30) EPIC 3 Radio Direct Interface Voice Amplifiers based on quote from Municipal Emergency Services via a Sourcewell Cooperative Purchasing Agreement totaling \$23,250. Councilmember J. Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to authorize the purchase of garbage & recycling carts and related parts based on the quote from Rehrig Pacific Company via a Sourcewell Cooperative Purchasing Agreement totaling \$123,065.00. Councilmember J. Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve the Surplus (Retirement) of one Police Department K-9 Riot. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to authorize the purchase of one (1) Barrier Trailer Kit and accessories per the attached quote for \$86,107.02 from Meridian Rapid Defense Group via cooperative purchasing agreement. Councilmember J. Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember K. Senter made a motion of the approval of sale of property to Project I to purchase Parcel 048 051.00 and Parcel 048 038.03, consisting of approximately 11.7 acres in the Morristown Airport Industrial District (MAID) for the purchase price of \$10,000.00. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember K. Senter made a motion to approve an amendment to the contract between the City and Lisa Horner for continued photography services associated with Parks & Recreation athletics. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the purchase of traffic intersection radar detection equipment from Wavetronix as a sole source provider in the amount of \$130,260.00. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to reappoint Frank McGuffin to the Morristown Regional Airport Commission for a five (5) year term to expire on August 31, 2028. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Mayor Gary Chesney adjourned the July 20, 2023, Morristown City Council meeting at 5:34 p.m.

Mayor

Attest:

City Administrator

The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Lori Matthews
DATE: July 20th, 2023
REQUEST: Annexation Request

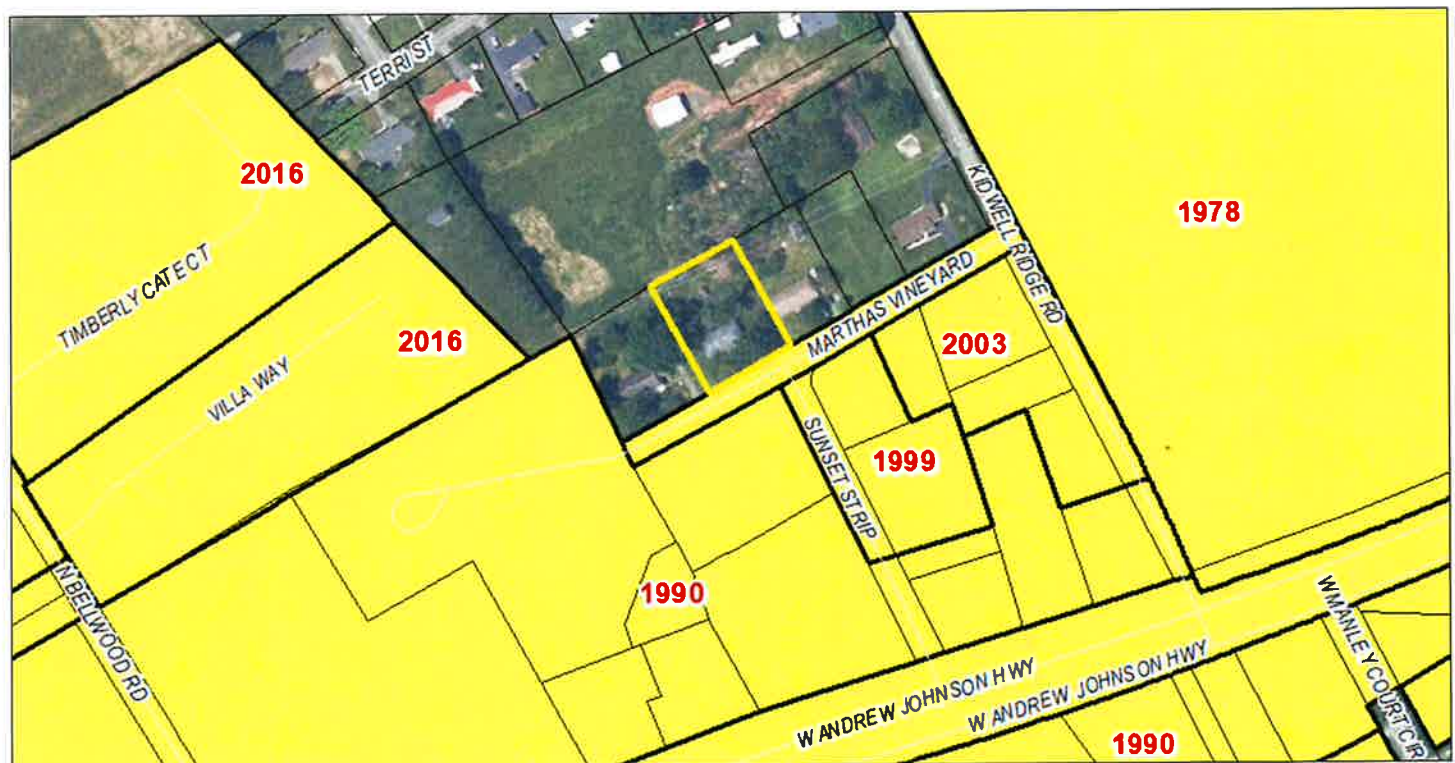
Staff has received a request for annexation of 4126 Martha's Vineyard, a single-family residential lot, into the corporate limits of the City of Morristown. The property, part of the Stubblefield Property Subdivision, originally platted in 1955, is located just off of West Andrew Johnson Highway, east of the Honda Dealership.

Housing within this subdivision was built in the early 1960's using underground waste disposal (septic) systems. As can happen with these older systems, they can begin to deteriorate and fail, and be quite costly to replace. As there is already sanitary sewer and water service (provided by Morristown Utilities) along Martha's Vineyard, and, the subject property is within the Urban Growth Boundary area, and contiguous with existing City limits, this request is fully supported by Staff. Staff has also sent letters to several of the adjoining lots to peak any interest the neighbors may have in being annexed into the City, specifically those who may be experiencing faulty septic systems.

Along with sanitary sewer and water service, Morristown Utilities will be providing electrical service as well, and, can provide fibrenet service should the applicant request it.

RECOMMENDATION:

Staff would ask the Planning Commission to forward a recommendation to approve this request to City Council.



Graphic shows subject location and surrounding City boundary with annexation year in red

ORDINANCE NO. 4756
ENTITLED AN ORDINANCE TO REPEAL ORDINANCE NO. 4743 AND REPLACE WITH
ORDINANCE NO. 4756 TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE
SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MORRISTOWN
TENNESSEE;

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

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

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

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

Having Hamblen County Tax Parcel ID #040K C 013.00 and currently addressed 4126 Martha's Vineyard,

(2) Medium Density Residential District (R2) zoning shall be applied upon adoption of the annexation area.

(3) This Ordinance shall become operative as provided for in Chapter 113, The Public Acts of Tennessee, 1955.

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

Passed on first reading the 20th day of July 2023.

Mayor

ATTEST:

City Administrator

Mayor

City Administrator

This is a detailed street map of a residential area in San Francisco. The map shows several streets, including Terry St, Villa Way, Sunset Strip, and City Limits. A specific lot, 4126, is highlighted with a thick black border. The map includes numerous lot numbers and street names, with the highlighted lot 4126 located between Terry St and Sunset Strip, and between City Limits and Martha's Vineyard.

PLAN OF SERVICES

RESOLUTION NO. 2023-12

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF 4126 MARTHA'S VINEYARD.

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

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

Property currently addressed as 4126 Martha's Vineyard, the general location being shown on the attached exhibit A;

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

Police Protection

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

Fire Protection

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

Water Service

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

Sanitary Sewer Service

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

Electrical Service

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

Refuse Collection

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

Streets

Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under current policies of the city. Traffic signals, traffic signs, street markings and other traffic control devices will be installed as the need therefore is established by appropriate study and traffic standards. Street name signs where needed will be installed as new street construction requires.

Inspection Services

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

Planning and Zoning

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

Street Lighting

Street lights will be installed in accordance to City policies.

Recreation

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

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

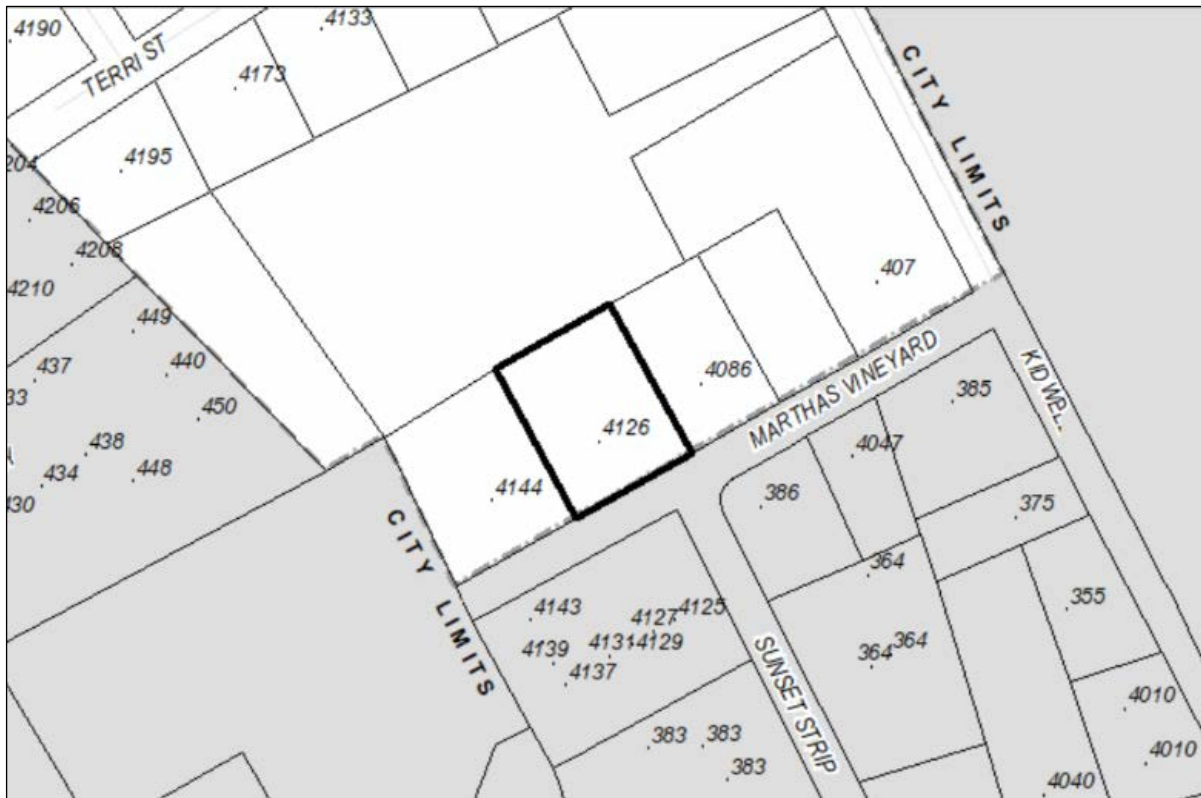
Passed on this 1st day of August, 2023.

Mayor

ATTEST:

City Administrator

EXHIBIT A:





Morristown City Council Agenda Item Summary

Date: August 1, 2023

Agenda Item: Adopt a resolution authorizing application for the Public Entity Partners “Safety Partners” Matching Grant

Prepared By: Lisa Baker, Grants Coordinator

Subject: Public Entity Partners “Safety Partners” matching grant

Background: The “Safety Partners” Grant provides funding for Public Entity Partners members to purchase safety and loss prevention items (such as hard-toed boots) or training aimed at reducing work related injuries and accidents. The deadline to apply is August 18, 2023.

Findings/Current Activity:

This grant application will be attributable to FY 2024. Reimbursement requests must be submitted by April 2024.

Financial Impact:

The City can submit for 50% reimbursement of amounts paid for safety equipment and training, up to a total reimbursement amount of \$4,000.

Action options/Recommendations:

Staff recommends approval.

Attachment: Resolution.

RESOLUTION NO. 2023-13

A RESOLUTION OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AUTHORIZING THE CITY OF MORRISTOWN TO PARTICIPATE IN PUBLIC ENTITY PARTNERS “SAFETY PARTNERS” MATCHING GRANT PROGRAM.

WHEREAS, the safety and well-being of the employees of the City of Morristown is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the City of Morristown employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a “*Safety Partners*” *Matching Grant Program*; and

WHEREAS, the City of Morristown now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE the following:

SECTION 1. That the City of Morristown is hereby authorized to submit application for a “*Safety Partners*” *Matching Grant Program* through Public Entity Partners.

SECTION 2. That the City of Morristown is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Resolved this 1st day of August in the year 2023.

Mayor

ATTEST:

City Administrator/Recorder



Morristown City Council Agenda Item Summary

Date: August 1, 2023

Agenda Item: Adopt a resolution to enable the City to reimburse itself from anticipated borrowing for the anticipated purchase of 2815 Ironwood Drive.

Prepared By: Andrew Ellard

Subject: Reimbursement Resolution – Property Purchase

Background: During the preparation for the FY 2024 budget, the City Council was presented with a plan to pursue financing later in the year for various capital project, including the purchase of the aforementioned property.

Findings/Current Activity:

The opportunity to purchase this property has become time sensitive, which will require closing on the property before the planned financing will be in place. The reimbursement resolution will enable the City to move forward with the property purchase and still be able to reimburse itself from the anticipated financing once it is in place.

Financial Impact:

Moving forward with the property purchase ahead of financing will require the City to utilize general capital projects funding in the interim. Sufficient funding exists to cover this purchase until the financing process is completed. Should financing not move forward for any reason, the purchase will result in a reduction in fund balance.

Action options/Recommendations:

Staff recommends adoption.

Attachment: Resolution

RESOLUTION NO. 2023-14

A RESOLUTION DECLARING THE INTENT OF THE CITY OF MORRISTOWN TO REIMBURSE ITSELF FOR CERTAIN EXPENDITURES RELATING TO PUBLIC WORKS PROJECTS WITH THE PROCEEDS OF TAX-EXEMPT DEBT OBLIGATIONS TO BE ISSUED BY THE CITY OF MORRISTOWN IN AN APPROXIMATE AMOUNT OF \$915,000.

WHEREAS, the City Council of the City of Morristown, Tennessee (the "Municipality") intends to finance the acquisition of property to be used for public works projects with the proceeds of one or more tax-exempt debt obligations; and

WHEREAS, the City Council anticipates that it will be necessary to make expenditures in payment of said costs prior to the issuance of said tax-exempt debt obligations; and

WHEREAS, the City Council wishes to state its intentions with respect to reimbursements for said expenditures in accordance with the requirements of final regulations applicable thereto promulgated by the United States Department of the Treasury.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morristown, Tennessee, as follows:

Section 1. It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by the Municipality in connection with the activities hereinabove described. The Municipality intends to reimburse all such expenditures by issuing its tax-exempt debt obligations in the approximate principal amount of \$915,000. Debt service on the debt obligations is expected to be paid from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

Section 2. This resolution shall be placed in the minutes of the City Council and shall be made available for inspection by the general public at the office of the City Administrator.

Section 3. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed, and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 1st day of August, 2023.

Mayor

ATTEST:

City Administrator

STATE OF TENNESSEE)
COUNTY OF HAMBLLEN)

I, Anthony W. Cox, certify that I am the duly qualified and acting City Administrator of the City of Morristown, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on August 1, 2023; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the matters described therein.

WITNESS my official signature and seal of said Municipality on this the _____ day of _____, 2023.

City Administrator

(SEAL)

36053789.2



Morristown City Council Agenda Item Summary

Date: August 1, 2023

Agenda Item: Approval to apply for the FY2023 Justice Assistance Grant Application

Prepared By: Lisa Baker, Grants Coordinator

Subject: FY 2023 (Federal Year 2023) Justice Assistance Grant Program

Background: The Justice Assistance Grant (JAG) program is the leading source of federal justice funding to state and local jurisdictions. Funding can be used to support a wide range of police operations. The deadline to apply is August 24, 2023. Each year the City and the Hamblen County Sheriff's department take turns in using the federal allocation made to Hamblen County/Morristown.

Findings/Current Activity:

This grant application will be attributable to Fiscal Year 2024.

Financial Impact:

The City is allocated \$18,819 for 2023. No match is required.

Action options/Recommendations:

Staff recommends approval.

The City of Morristown

Morristown Police Department



MEMORANDUM

TO: City Administrator Tony Cox
FR: Chief Roger Overholt *RDO*
DATE: July 27, 2023
RE: 2023 Justice Assistance Grant

The Justice Assistance Grant (JAG) is on the next council agenda for application approval. As we discussed this morning, we plan to use the allocated \$18,819 to replace the evidence vault security system and a fuming chamber for evidence processing.

If you have any questions, please let me know.

Cc: Lisa Baker, Grants Coordinator
Cindy Dibb, Executive Assistant

The City of Morristown

Morristown Police Department



MEMORANDUM

TO: Mayor Chesney and City Council Members

FR: Chief  Roger Overholt

DATE: July 27, 2023

RE: Recruitment and Retention Grant

I respectfully request approval to apply for the State of Tennessee Recruitment and Retention Grant. This program provides monetary incentives for newly hired officers to remain with our agency for three years.

Attached are some details of the program.

Thank you for your support.

The \$30 million Recruitment and Retention Grant (NOW 40.8MIL) is designed to support making Tennessee the best state for law enforcement in the United States by attracting quality applicants from other states, as well as previously certified and new officers within Tennessee. This program will attempt to hire 1,000 police officers per year until the state's law enforcement agencies could reduce staffing deficits caused by attrition, as well as provide bonuses to a minimum of 3,000 new law enforcement officers.

Recruitment/Retention Category	Payout Schedule (payment upon completion of longevity period)				
	6 Months	12 Months	24 Months	36 Months	Total Bonus
Category 1 Officers - Experienced	\$1,000	\$3,000	\$3,000	\$3,000	\$10,000
Category 2 Officers - No Previous Certified Experience		\$3,000	\$2,500	\$2,500	\$8,000

For purposes of this Grant Contract, definitions shall be as follows and as set forth in the Contract:

a. "Eligible Officer" means an Experienced Officer or a No Previous Certified Experience Officer hired by a local law enforcement agency in Tennessee after May 1, 2023. An Eligible Officer cannot have previously surrendered a certification in any state, have been decertified by the POST Commission or equivalent in any state in the United States, or have been decertified as a result of a court order by any state or federal court.

b. "Experienced Officer" means a law enforcement officer who has been POST-certified in Tennessee, or the equivalent in any state in the United States, with a break in service as a law enforcement officer of more than one (1) year but less than seven (7) years.

c. "Longevity Milestone" means, for an Experienced Officer, the time periods of six (6) months, twelve (12) months, twenty-four (24) months, or thirty-six (36) months the Eligible Officer serves on the Grantee's active roster. "Longevity Milestone" shall have the same definition for a No Previous Experience Officer except that it does not include six (6) months.

d. "No Previous Certified Experience Officer" means a law enforcement officer who has never been certified in Tennessee, or the equivalent in any state in the United States, or a previously certified officer with a break in law enforcement service of seven (7) years or more.

Thank you,

Pam



Pamela J. Pavao | ASA III
Tennessee POST Commission
3025 Lebanon Pike
Nashville, TN 37214
p. 615-741-8546
Pamela.J.Pavao@tn.gov
POST.grants@tn.gov



Please consider the environment before printing this e-mail message.



Morristown City Council Agenda Item Summary

Date: June 20, 2023

Agenda Item: Approve change order for Talley Ward sewer project.

Prepared By: Larry Clark

Subject: Talley Ward Sewer Line project.

Background: Sewer line issues have plagued Talley Ward that has required many clean outs of backups. Original approval occurred June 20, 2023, and the project has begun.

Findings/Current Activity:

As the project continued, some issues came up that were not known. These are:

1. The upstairs restroom was connected to the same pipe instead of being separate. Necessitated installing new pipe. \$5,200
2. Unknown electrical lines were in the floor of the downstairs restrooms and were cut when cutting and removing the floor. These lines were active and had to be repaired. \$19,312.50
3. The water fountain located in the gym was connected to the same line as restrooms, instead of being separate. A new connection needs to be installed. \$3,500

Financial Impact :

ARPA funds will be utilized in the amount of \$28,012.50.

Action options/Recommendations:

Staff would recommend the City Council approve the expense of the change order.

Attachment: LD&A agreement

CHANGE ORDER

Talley Ward Recreational Facility Sewer

No. 1

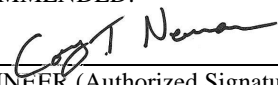
DATE OF ISSUANCE	<u>07/27/2023</u>	EFFECTIVE DATE	<u>07/27/2023</u>
OWNER	City of Morristown		
CONTRACTOR	King General Contractors		
Contract:	Talley Ward Recreational Facility Sewer		
Project:	Talley Ward Recreational Facility Sewer		
OWNER's Contract No.		ENGINEER's Contract No.	MRC340
ENGINEER	LDA Engineering		

You are directed to make the following changes in the Contract Documents.
Description: Adding a new power feed, adding additional replacement of service line

Reason for Change Order: During construction, power feed was determined to be old and have issues.
During construction, it was determined that existing service line could be causing some of the problems
Attachments: (List documents supporting change) TalleyWardCO1 Revised.pdf

CHANGE IN CONTRACT PRICE:	
Original Contract Price	
Ninety-six thousand one hundred three & 80/100 Dollars	
\$ <u>96,103.80</u>	
Net Increase (decrease) from previous Change Orders No. <u>0</u> to No. <u>1</u>	
Zero & 0/100 Dollars	
\$ <u>0</u>	
Contract Price prior to this Change Order	
Ninety-six thousand one hundred three & 80/100 Dollars	
\$ <u>96,103.80</u>	
Net Increase (decrease) of this Change Order	
Nineteen thousand three hundred twelve & 50/100 Dollars	
\$ <u>19,312.50</u>	
Contract Price with all approved Change Orders	
One hundred fifteen thousand four hundred sixteen & 30/100 Dollars	
\$ <u>115,416.30</u>	

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

RECOMMENDED:
BY: 
ENGINEER (Authorized Signature)
DATE: 7/27/2023

APPROVED:
BY: _____
OWNER (Authorized Signature)
DATE: _____

ACCEPTED:
BY: _____
CONTRACTOR (Authorized Signature)
DATE: _____



July 20, 2023
Cory Newman, LDA

Project: Talley Ward Recreational Facility Sewer
City of Morristown

Re: Additional Inside Plumbing and Electrical

Cory,
Please find the following breakdown of the requested items for this project.

Sewer Line and Connection

In our previous email conversations, I had provided a price of \$5,200.00 to provide labor, materials, and equipment to install approximately 30-35 lf of 6" sch 40 necessary to connect the plumbing from the upstairs bathroom to the main 8" sanitary sewer line. This price will include the cutting, removal, and disposal of the concrete floor necessary to install a new 6" sch 40 line. This will also include the connection of the proposed line to the existing line from upstairs. We will then repair the floor and apply a coating equivalent to the existing coating.

Materials	\$2,200.00
Labor and Machinery	\$3,000.00

Upon investigation and excavation of the existing sewer line, there is a water fountain that drains to this line that needs to be considered. Also, the existing line is not in the location originally thought and as marked by white tape. There needs to be additional demo, hand excavation, and repair to allow the connection of the existing line in its current location. This demo, hand excavation, install new line and connect from the existing line to the new 8" main, and subsequent repair will be performed for \$3,500.00.

Materials (Concrete, Floor Coating, Stone)	\$1,200.00
Labor	\$2,300.00
Total Sewer	\$8,700.00

Electrical Work

In previous emails we have outlined the electrical work necessary to facilitate the installation of new conduit and conductors to replace an existing conduit and line that has been compromised due to its age. The conduit was found to be corroded and beyond the point of utilizing it to install new conductors to replace the existing ones. Our electrical subcontractor suggested utilizing sch 40 pvc to install the conduit underground and only use Rigid Conduit on the exposed area entering and exiting the building. This will be less expensive than installing the entire run in Rigid Conduit. We will exit the building, turn underground, continue to the East side of the double gym doors, turn up the wall, and penetrate the building approximately 12' above the ground. The price below reflects all materials, labor, and necessary equipment and tools to perform the installation. This includes the penetrations through the outer wall, trenching, and connection into all existing breaker or junction boxes. I have listed the item pricing below.

RMC Conduit on exposed exterior walls, PVC Conduit below grade, EMT conduit on interior areas, NEMA 3R Junction Boxes as needed, (3) 3/0 XHHW conductors, #4 XHHW conductor for Ground, and Terminate/Connection of all conductors	\$15,812.50
Trenching and Restoration	\$3,500.00

Total Electrical	\$19,312.50
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Please review and provide us with approval so that we can proceed with the work.

King General Contractors would like to thank you for the opportunity to provide the additional work as requested.

Sincerely,



Wesley Davidson, VP of Construction

CC: King General Contractor's File
Chad King, President
Vann Holden, Project Manager/Estimator
Chase King, VP-Operations



Morristown City Council Agenda Item Summary

Date: August 1, 2023

Agenda Item: Authorize the purchase of ammunition from Gulf States Distributors per the attached police department request for \$10,076.26 via Tennessee statewide contract #331/75506.

Prepared By: Andrew Ellard

Subject: Police Department Ammunition

Background: The Police Department budgets annually for ammunition needs for both operations and training.

Findings/Current Activity:

Ammunition is available via a number of vendors via statewide contract in Tennessee.

Financial Impact:

This purchase is accounted for in the FY 2024 budget.

Action options/Recommendations:

Staff recommends the purchase.

Attachment: -State memo outlining SWC #331

-Memo from MPD detailing the specific items and quantities to be purchased

The City of Morristown

Morristown Police Department



To: Assistant City Administrator Andrew Ellard

From: Sgt. Diana Morgan

Date: July 25, 2023

Re: Ammunition Purchase PO 24000285

We have entered an order for an ammunition purchase that will total \$10,076.26. The vendor for this purchase is a TN State Contract vendor with contracted pricing as referenced in SWC331/75506. I am attaching a copy of the contract pricing for reference. Below I will detail a breakdown of how the funding is allocated for the total purchase.

Line 1 - Federal American Eagle 9mm 115gr. FMJ – Load# AE9DP - Qty 20 cases of 1000 rounds – \$257.52 per case of 1000 for a total of \$ 5,150.40 - Reference page 6 of SWC331/7506.

Line 2 - PMC .223 55gr FMJ – Load# 223A - Qty 6 cases of 1000 rounds – \$438.00 per case of 1000 rounds for a total of \$2,628.00 – Reference page 8 of SWC331/7506.

Line 3 - Federal Gold Medal (.308) #GM308M-500 168gr. Sierra Match King BTHP - 500 round per case - 1 case - \$448.32 per case of 500 rounds – Reference page 5 of SWC331/7506.

Line 4 - Hornady TAP (.308) #80896 110gr TAP Urban - 200 rounds per case - Qty 2 cases - \$263.26 per case of 200 rounds for a total of \$526.72 - Reference page 5 of SWC331/7506.

Line 5 - Hornady TAP (.308) #80965 168gr A-MAX - 200 rounds per case - Qty 2 cases - \$263.26 per case of 200 rounds for a total of \$526.72 - Reference page 5 of SWC331/7506.

Line 6 - Hornady TAP (.308) #80985 165gr GMX TAP BARRIER - 200 rounds per case - Qty 2 cases - \$398.05 per case of 200 rounds for a total of \$796.10 - Reference page 5 of SWC331/7506.

Please let me know if you need any further information referencing this order.

Respectfully,

Sgt. Diana Morgan

Sgt. Diana Morgan

Attachment: Gulf States SWC331/7506

Cc: Deputy Chief Michelle Jones

SWC# 331 Ammunition
Contract Information and Usage Instructions

Contract Period: Total number of years if all options are exercised: 5 Years
Initial three (3) year contract term with two (2) one-year annual renewal options
Start Date: July 14, 2022
Initial End Date: July 13, 2025
Final End Date: July 13, 2027

Summary/Background Information: This contract was established to provide a reliable source for firearm ammunition used by Correction, Safety, local law enforcement, and other government agencies.

State Contact Information

Contract Administrator:

Mike Neely
Category Specialist
Central Procurement Office
(615) 741-5971
Michael.t.neely@tn.gov

Supplier Contact Information:

Company Name	Gulf State Distributors
Edison Contract Number	75506
Supplier Number	0000001318
Supplier Contact Information	Tommy Trammel (800) 223-7869 (office) Tommy@gulfstatesdist.com 6000 E. Shirley Lane Montgomery, AL 36117

Company Name	Precision Delta Corporation
Edison Contract Number	75507
Supplier Number	0000001333
Supplier Contact Information	Patricia Lott

Central Procurement Office • Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue, Nashville, TN 37243
Tel: 615-741-1035 • Fax: 615-741-0684 • tn.gov/generalservices/

(662) 756-2810
precdelta@tecinfo.net
PO Box 128
Ruleville, MS 38771

Company Name	Accurate Law Enforcement
Edison Contract Number	75504
Supplier Number	0000008565
Supplier Contact Information	Joseph Harrison (901) 774-9595 joseph@accuratelawenforcement.com 3562 Summer Avenue Memphis, TN 38122

Company Name	Blackfox Tactical
Edison Contract Number	75505
Supplier Number	0000123020
Supplier Contact Information	Glen Brown (615) 293-7480 sales@blackfoxtactical.com 113 South Horton Parkway Chapel Hill, TN 37034

Usage Instructions:

Follow your agency specific rules for ordering, PO generation, and approvals.

- When placing an order, agencies should obtain an estimated delivery timeframe from the supplier.

Requisition and Purchase Order Generation:

For information on how to create a requisition and/or purchase order please visit:

<https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>

Billing and Payment Instructions:

Follow your agency specific rules for billing and payments to the supplier.

The City of Morristown

Finance Department



Morristown City Council Agenda Item Summary

Date: August 1, 2023

Agenda Item: Approve Work Authorization No. 4 for Goodwyn Mills Cawood in the amount of \$94,041 to provide construction administration services for the runway lighting replacement project at Morristown Regional Airport.

Prepared By: Andrew Ellard

Subject: Work Authorization – Runway Lighting Replacement – Construction Admin

Background: GMC was selected as the airport's engineering firm of record effective January 2023. City Council recently awarded the bid for the runway lighting replacement to Appalachian Foothills Contracting, Inc. The project will require experienced oversight by a qualified firm working for the City.

Findings/Current Activity:

Michael Baker, Intl, the City's former engineer of record for the airport, created the specifications for the runway lighting project. Those plans were the basis for the bid. Because of the timing and phasing of the project per the TDOT process, it was not feasible to retain MBI for construction administration. A "hand-off" changing engineers of record like this at the beginning of a new project phase is not uncommon.

Financial Impact:

The construction administration costs associated with this work authorization are incorporated in the grant application for the project as a whole and is within the amount budgeted by the City. The grant is 40% federal, 55% state, and 5% local participation. The state incorporated much more funding in this project than is typical.

Action options/Recommendations:

Staff recommends approval.

Attachment: Work Authorization No. 4

MORRISTOWN REGIONAL AIRPORT (MOR)**MORRISTOWN, TENNESSEE****RUNWAY 5/23 LIGHTING REPLACEMENT – CONSTRUCTION PHASE**

This Work Authorization provides for professional engineering services to be performed by Goodwyn Mills & Cawood, LLC (ENGINEER) for the City of Morristown (OWNER) in accordance with the current Professional Services Agreement dated January 06, 2023. All provisions of the Agreement are incorporated by reference. This Work Authorization represents an authorization to proceed with the scope of services, schedule, and compensation described herein.

Scope of Services:

The airport is to replace their Runway 5/23 lighting system that also includes PAPI's and signage. This work covers the construction phase of the project. See Attachment 'A' for a detailed scope of services.

Time of Performance:

It is the intent of the OWNER to construct the project in time for the 2023 construction season.

Payment to ENGINEER:

The ENGINEER shall be compensated for performance of work as detailed in Attachment "B".

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

OWNER:

ENGINEER:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT "A"

SCOPE OF SERVICES

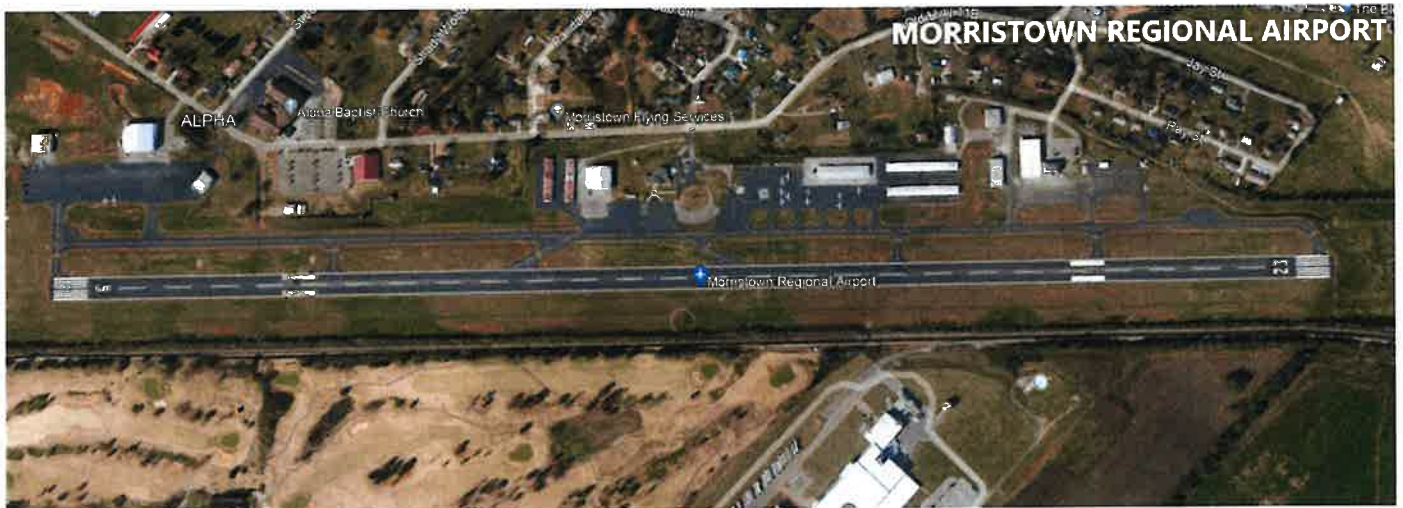
Project Description:

The project includes replacing the Runway 5/23 lighting system at the Morristown Regional Airport in Morristown, Tennessee. Runway 5/23 is 5,717 feet x 100 feet and has a full-length parallel taxiway. This project is to include new medium intensity LED runway edge lights, new signage, all new wire, new rotating beacon, and new PAPI's. Construction time is forty (40) calendar days.

The project is to be funded with federal (90%), state (5%) and local funds (5%).

The scope of work for the Engineer is to include:

1. Project Administration
2. Construction Administration
3. Construction Observation
4. Construction Surveying



The Professional services to be provided will include the following work items:

1. **Project Administration services:**

- A. Coordinate with the Owner/State on project requirements, schedules, financing, meetings, and other pertinent matters.
- B. Assist the Owner in preparation of a Project Request for funding. This includes preparation of the following:
 - 1) FAA 5100-100 Application for Federal Assistance
 - 2) FAA SF424 Application for federal Assistance
 - 3) Project Schedule
 - 4) Construction Cost Estimate
 - 5) Engineer's Detailed Fee/Cost
 - 6) Engineer's Summary Fee/Cost
 - 7) Detail of Overall Project Costs
 - 8) Summary of Overall Project Costs
- C. Prepare a Work Authorization (WA) outlining the general scope, basis of compensation, payment for services provided, obligations of the Engineer and Owner, as well as general and legal provisions governing contractual relations between Engineer and Owner.
- D. Prepare and submit to the Owner project reimbursement requests including letters of transmittal to TAD. Compile sponsor administrative costs, Engineering costs, subconsultant costs, and construction costs.
- E. In-House Administration - The Engineer will provide general project administration and coordination including in-house staff review of the project's progress, in-house staff communication, and dissemination of project data and information to in-house staff in the form of internal memos, discussions, meetings, and updates to apprise the project team of new developments throughout the design phases of the project.
- F. Outside Administration - The Engineer will provide general project administration and coordination including disseminating interim project data and information to the Sponsor, the State, and the Engineer's subconsultants in the form of telephone conversations, letters, faxes, email, copies, etc. to apprise the Sponsor, the State of new developments throughout the design phase of the project.
- G. Project Closeout: assist the OWNER with the formal closeout of the grant that is to include the following:
 - 1) Prepare Record Drawings after completion of construction. The drawings are to include a summary of As-Built quantities.

- 2) Preparation of a "Project Closeout Report" that is to be submitted to the OWNER and the State upon conclusion of the project. This report is to include the project administrative and financial paperwork.

2. CONSTRUCTION ADMINISTRATION:

- A. Pre-Construction Conference - The Engineer will coordinate the time, date, and location of the preconstruction conference. The Engineer will notify the Owner, the State, the contractor, the resident Engineer, and other interested parties of the preconstruction conference and will invite their representatives to attend. The Engineer will conduct the preconstruction conference in accordance with FAA AC 150/5300-9 *Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects* to ensure that the attendees are aware of the design, construction, and safety requirements of the project and are informed of their individual responsibilities.
- B. Shop Drawing Review - The Engineer will review the shop drawings and submittals that are furnished by the contractor as required by the construction contract documents. The Engineer will, fully approve, conditionally approve, or reject the shop drawings and materials. The Engineer will return conditionally approved and rejected shop drawings and materials submittals to the contractor for changes or revisions prior to the use of the materials on the project.
- C. Buy American Verification - verify the contractor's compliance with the Buy American preferences by reviewing contractor submitted certifications during the shop drawing process.
- D. Construction Administration - The Engineer will provide general consultation and advice to the Owner during the construction phase of the project. The Engineer will assist the Owner with the preparation and issuance of change orders, recommend construction specification waivers, and advise the Owner as to the contractor's performance. The Engineer will communicate and coordinate with the contractor on a regular basis throughout the construction phase of the project in the form of meetings, letters, memos, and email.
- E. Construction Meetings – the ENGINEER will coordinate and conduct construction progress meetings approximately every other week during the length of the project to discuss the project's progress and to identify areas of concern to facilitate the construction. Meeting minutes are to be provided by the ENGINEER to all who attend. This assumes four on-site progress meetings. A visit to the project site prior to the meeting and after the meeting will take place.
- F. Punch List Inspection - The Engineer will conduct a site walk and punch list inspection of the project to confirm the substantial completeness and quality of the construction. The Engineer will coordinate the date and time of this inspection to the owner, the State, local agencies and the contractor. The Engineer will prepare a

summary report of this inspection that is to include a list of work items that the contractor must accomplish to complete the project. The Engineer will distribute the summary report to the owner, the State, and the contractor.

- G. Final Inspection - The Engineer will conduct a site walk and final inspection of the project to confirm the completeness and quality of the construction. The Engineer will coordinate the date and time of the final inspection to the OWNER, the State, the resident Engineer, local agencies and the contractor. The Engineer will prepare a summary report of the final inspection, including a punch list of work items that the contractor must accomplish to complete the project. The Engineer will distribute the summary report to the OWNER, the State, the resident Engineer, and the contractor.

3. Provide **Construction Observation** services as described below -

- A. Resident Representative - The ENGINEER will provide a qualified construction resident representative to conduct on-site observations of the Work to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents. The resident representative will be available for full-time services during the 40-calendar day duration of the project as required by the nature of the ongoing construction activities.
- B. For budgeting purposes, it is assumed the resident representative will be available ten (10) hours per working day for the duration of the project. The resident representative can also be available for ten (10) hours to attend the punch list inspection and final inspection. If construction contract time is added to this project, additional hours for the resident representative are to be approved by the OWNER and if required, addressed by an amendment to the work authorization.
- C. The resident representative will be the ENGINEER's primary contact with the contractors and their subcontractors during construction. The resident representative will be available to meet with the representatives of the OWNER, the state, and other interested parties at the project location.
- D. The resident representative will monitor and coordinate the construction progress; will coordinate with the OWNER, the ENGINEER, and the contractor; will provide construction oversight to ensure that the work is proceeding according to the construction contract documents; and will notify the ENGINEER if problems, disputes, or changes arise during construction.
- E. Attend construction progress meetings with the Contractor to discuss pertinent construction issues such as schedules, runway closure, contractor pay estimates/quantities, materials submittals, secured area access, and traffic control.

- F. The resident representative will review cost estimates and construction quantity estimates for use in preparing monthly payment reimbursement requests and for monitoring the progress of the contractor's work. The resident ENGINEER will prepare construction progress reports of the construction activities that are observed.
- G. Buy American Monitoring – when on the project site, the resident representative shall monitor the contractor's compliance with the Buy American preferences by observing actual installation.
- H. DBE Monitoring - when on the project site, the resident representative shall monitor the contractor's compliance with the DBE requirements.
- I. The resident representative will prepare and maintain cost estimates and construction quantity estimates for use in preparing monthly payment reimbursement requests and for monitoring the progress of the contractor's work.
- J. The resident representative will observe the contractor's construction surveying and verify the limits of work, to observe elevations and grades, to observe physical features discovered during construction, and to estimate quantities of materials either removed or utilized on the project.
- K. Assist the Project Manager with the preparation of the "punch list". This includes attending the punch list meeting.
- L. Observe construction activities necessary to complete the "punch list".
- M. Assist the Project Manager with the preparation of any change orders, which shall include a cost estimate, cost/price analysis, and record of negotiations.
- N. Attend the final inspection to be facilitated by the Project Manager.
- O. Conduct wage-rate interviews for compliance with state and federal laws.

4. **Construction Surveying:**

- A. This work item has an amount budgeted equal two separate trips in the field to perform construction surveying for verification of construction elevations/grades as the project warrants and as determined necessary by the OWNER/ENGINEER with proper overview from the office by the project manager.
- B. Collect, as needed for Quality Assurance, top of surface points utilizing conventional leveling techniques.
- C. Provide other Quality Assurance surveying services as needed to verify adherence to the project construction drawings and specifications.

Exclusions/Assumptions to this scope of work:

- A. Environmental services are not included.
- B. No work related to property boundaries is being performed.
- C. Structural, mechanical, or architectural design services are not included.

Expenses: The ENGINEER will incur certain project related expenses during the project for individual tasks which may include meals, lodging, mileage cost at the current IRS rate, overnight shipping, blueprints, equipment rental, long distance telephone calls from the field, and survey materials, and miscellaneous vendor invoices. Billing rates and assumptions:

- A. Food per diem – fixed rate of \$59 per day.
- B. Lodging – actual cost per day estimated at \$150 per night.
- C. Mileage reimbursement for progress meetings, pre-construction conference, punch list meetings, and final inspection meetings is calculated at 460 miles roundtrip at the current IRS rate of \$0.655 cents per mile.
- D. Mileage (for construction observation services) from the project site to hotel – 25 miles.

ATTACHMENT "B"**COMPENSATION**

The Engineer shall be compensated for performance of work as noted below:

- B.1 The ENGINEER shall be compensated for performance of work for providing **Project Administration** services; said compensation shall be a *lump sum* fee of:

\$ 7,785.00

- B.2 The ENGINEER shall be compensated for performance of work for providing **Construction Administration** services; said total compensation shall be a *lump sum* fee of:

\$ 32,745.00

- B.3 The ENGINEER shall be compensated for performance of work for providing **Construction Observation** services; said total compensation shall be on an hourly rate basis with a not to exceed amount of:

\$ 48,057.00

- B.4 The ENGINEER shall be compensated for performance of work for providing **Construction Surveying** services; said total compensation shall be on an hourly rate basis with a not to exceed amount of:

\$ 5,454.00

TOTAL: \$94,041.00



Morristown City Council Agenda Item Summary

Date: August 1, 2023

Agenda Item: Authorize SFM to enter an agreement with AlSCO for custodial and linen related products and services at the Landing per the attached contract.

Prepared By: Andrew Ellard

Subject: Landing – AlSCO Service Agreement

Background: N/A

Findings/Current Activity:

The Landing staff has requested to enter into a service agreement with AlSCO for the provision of certain custodial products and linens, to include delivery. Due to the length of term, despite the limited dollar value, the agreement requires council approval.

Financial Impact:

These products/services are within the typical operations of the Landing.

Action options/Recommendations:

Landing staff recommends the purchase/agreement.

Attachment: Agreement

TERMS AND CONDITIONS FOR TEXTILE RENTAL SERVICE AGREEMENT

The parties hereby agree as follows:

1. **Scope of Agreement.** During the term of this Agreement, AlSCO (hereinafter called "Supplier") shall be the exclusive supplier to Customer of the services and goods listed on Schedule A attached hereto, as such Schedule A may be amended from time to time. All goods supplied hereunder shall be regularly cleaned and maintained by the Supplier. Any goods which require replacement during the term of this Agreement because of normal wear and tear shall be replaced by Supplier at Supplier's sole cost and expense.
2. **Term.** This Agreement shall remain in full force and effect for a period of ~~60~~ ³⁶ months, commencing on the date of installation of the goods, and shall be automatically renewed for consecutive 60 month periods thereafter unless either party shall give to the other party written notice of termination by registered mail at least 90 days prior to the expiration of the term then in effect.
3. **Charges.** In consideration for the services and goods provided hereunder, Customer agrees to pay the charges set forth on the Schedule attached hereto and other charges which may become applicable. The description of the charges shown on Schedule A and other charges that may be applicable is located on the reverse side of this Agreement and any updates to that list at www.alsco.com. All charges are based on 52 weeks per year whether or not service is actually used. The Service Charge will be used to help AlSCO pay various fluctuating costs relating to the environment, energy, service and delivery. Revenue from all charges on our invoices is used to offset costs and to provide general revenue to AlSCO.
4. **Price Adjustments.** On the first anniversary date and annually thereafter, Customer agrees that Supplier may increase prices by the greater of 5% or the percentage change in the Consumer Price Index ("CPI") for the preceding twelve months. Supplier shall notify Customer of the new prices in the form of an adjusted invoice or statement. In addition to the foregoing, if Supplier increases prices more frequently than annually or by more than 5% or the CPI as provided above ("Additional Price Increases"), Supplier shall notify Customer of the Additional Price Increase as provided above. Customer shall have the right to reject any Additional Price Increase by giving written notice to Supplier within ten (10) days of the Additional Price Increase. In such event, Supplier shall have the option of terminating this Agreement and Customer shall be obligated to comply with Section 9.
5. **Payment and Credit.** All charges shall be payable upon delivery, unless Customer applies for and Supplier provides a credit account. A Customer who has a credit account shall pay all charges for merchandise by the 10th day of the month following the month in which delivery is made (the due date). A **FINANCE CHARGE** of 1½% per month or 18% per year will be imposed on all outstanding credit account balances 30 days or more past due until paid in full. If full payment on a credit account balance is not made within 30 days of the due date, Supplier may elect to revoke credit privileges and continue to supply merchandise under this Agreement on a cash-on-delivery basis only.
6. **Representation and Indemnity.** Customer acknowledges that goods supplied pursuant to this Agreement are designed only for general purpose use in working with non-hazardous materials, and that the goods are not flame retardant or treated to resist acids or other caustic or hazardous materials. Customer represents that the goods shall not be used in areas of flammability risk or where contact with caustic or otherwise hazardous materials or ignition sources is possible. Customer expressly agrees to indemnify and hold Supplier harmless from any claim, liability or judgment, including court costs and attorney's fees, arising from or relating to the use of any goods supplied hereunder in violation of the foregoing representation. *Insert "To the extent permitted by applicable law," before the last sentence of 6. Representation and Indemnity. MG 7-25-23*
7. **Title to Goods and Replacing Lost or Damaged Goods.** It is understood by the parties that all goods supplied under this Agreement are, and shall remain, the property of Supplier, and shall be returned to Supplier at such time as an employee of Customer using said goods terminates employment with Customer or at such time as this Agreement might expire or otherwise be terminated. Customer shall be responsible for all goods which are lost, destroyed, stolen or not returned as required herein, and with respect to such lost, destroyed, stolen or non-returned goods Customer shall promptly pay to Supplier the Replacement Charge (as specified in Schedule A or amended Schedules) of such goods, including applicable sales and use taxes. Supplier has the right to enter upon Customer's premises to remove or take inventory of its goods at any time during Customer's regular business hours.
8. **Liquidated Damages.** Customer acknowledges that since Supplier owns the goods covered hereby and that such goods may be unique to Customer's requirements and that the value of such goods is depreciating with time, the damages which Supplier may sustain as a result of Customer's breach or premature termination of this Agreement would be difficult, if not impossible, to determine. The parties therefore agree that in the event of Customer's failure to timely pay the fees and charges provided for herein, or in the event of any other breach or premature termination of this Agreement by Customer, Customer shall pay to Supplier as liquidated damages, and not as a penalty, a sum equal to the number of unexpired weeks remaining in the term then in effect multiplied by fifty percent (50%) of the average weekly charge for goods and services during the 10 weeks immediately preceding such failure to pay, breach or premature termination. The parties further agree that this formula is reasonable.
9. **Payment of Goods Upon Termination.** Upon termination of this Agreement, with or without cause, Customer agrees to return to Supplier all goods supplied pursuant to this Agreement. Customer agrees to pay Supplier's Replacement Charge for any goods not returned or goods returned in a condition beyond normal wear and tear. The price to be paid upon such purchase of goods shall be in addition to any liquidated damages Customer may be required to pay pursuant to Section 8.
10. **Change of Customer's Location.** Customer shall give Supplier 30 days written notice prior to any change in the location to which goods and services are provided under this Agreement. So long as Customer's new location is within Supplier's route delivery area, this Agreement shall remain in full force and effect despite a change in Customer's location. In the event Customer's new location is outside Supplier's route delivery area, this Agreement shall be deemed terminated and the provisions of Section 9 dealing with purchase of goods shall apply, but the provisions of Section 8 relating to liquidated damages shall not apply.
11. **Undertaking and Quality.** Supplier agrees to provide goods and services under this Agreement in accordance with accepted standards in the textile leasing/rental industry. In the event Customer believes that there are deficiencies in the quality of the service and/or goods furnished by Supplier hereunder, Customer shall give written notice to Supplier by certified mail, specifying the precise nature of such deficiencies, and Supplier shall have 60 days after its receipt of such written notice to correct such claimed deficiencies. In the event Customer is, in good faith, not satisfied with Supplier's correction of the claimed deficiencies, Customer shall give written notice to Supplier by certified mail, return receipt requested, specifying the precise nature of the inadequate correction. Failure to give such notice of inadequate correction shall create a conclusive presumption that Supplier has corrected the deficiencies. If Supplier fails to correct the deficiencies within 30 days after its receipt of the second notice provided herein, Customer may terminate this Agreement. The provisions of Section 8 relating to liquidated damages shall not apply to a termination pursuant to this Section, but all other sections shall apply.
12. **Other Contracts.** Customer certifies that Supplier is in no way infringing upon any existing contract between Customer and another supplier and that Supplier has made no attempt to induce Customer to wrongfully terminate an existing contract with another supplier of services or goods covered by this Agreement.
13. **Binding Effect.** This Agreement shall be binding upon the representatives, successors and assigns of the parties. In the event Customer sells or transfers its business or principal assets, Customer shall cause any purchaser of such business or assets to assume in writing this Agreement and the obligations of Customer hereunder.
14. **Severability.** If any provision of this Agreement is determined to be invalid, the remaining terms and conditions hereof shall remain in full force and effect.
15. **Enforcement of Agreement.** In the event Supplier is required to enforce, defend and/or protect its rights under this Agreement, Customer agrees that in addition to all other amounts which it might be required to pay, it will pay Supplier's costs of enforcing, defending and/or protecting its rights under this Agreement, including reasonable collection fees, attorneys' fees and costs. The parties agree that the only venue for any suit with respect to this Agreement shall be the county in which Supplier's plant is located.

CUSTOMER'S ACCEPTANCE:

CUSTOMER NAME: Morristown Landing Recreation & Events

ADDRESS: 4355 Durham Lndg

CITY, STATE, ZIP: Morristown, TN 37814

BY: _____
(AUTHORIZED SIGNATURE)

TITLE: _____

DATE: _____

SUPPLIER'S ACCEPTANCE:

BY: _____
(AUTHORIZED REPRESENTATIVE)

TITLE: _____

DATE: _____

[Return to Agenda](#)

GLOSSARY OF ALSCO CHARGES

Note: Revenue from all charges is used to offset costs and provide general revenue to AlSCO.

Types of Service

Flat Rate Service: Some customers have agreed to be billed at the same amount each week.

Unit Price with Minimum Usage Service: Some customers have agreed to use a certain minimum percentage of the inventory designated for their use. When the quantity actually used by the customer for an item falls below the Agreed Minimum, the customer is charged the unit price multiplied by the minimum agreed-upon quantity. This charge will be shown as "Inventory Minimum Charge" on your invoice.

Special Charges

A/R Account Maintenance (A/R Acct Maint): This charge may be applied to carry credit for non-COD customers.

C.O.D. Re-Charge: Rather than stopping service, this charge is made when COD payments are not made and our invoices must be re-submitted and collected at the time of the following delivery.

Early Retirement: The early retirement charge applies to garments that are removed from service early in their useful life.

Emblem Charge: This is a one-time charge to place an emblem or emblems on a new or replacement garment.

Excess Trash: This fee is charged for separating and disposing of trash from rental items when an unusual amount of trash has been placed into the laundry bag.

Finance Charge: The finance charge reflects interest charged on past due accounts.

Freight: Freight is charged for delivering direct sale items directly from a manufacturer, by common carrier, or outside of our regular route delivery system.

Garment Inventory Maintenance: This is an optional program that offers a weekly charge in lieu of being billed for abused or damaged items. This is for garments only. This does not include lost garments.

Inventory Maintenance (Inventory Maint): This automatic recurring charge is to replenish lost or damaged textiles to maintain the level of inventory required by the customer. The inventory maintenance charge is established with the customer, based upon experience, and depending upon the type of textile product provided and its particular application. Inventories of napkins, aprons, shop towels, and bar towels typically need automatic replenishment.

Inventory Minimum (Inventory Min): If the customer has agreed to use a minimum percentage of the inventory designated for the customer, this is the charge if the usage falls below the agreed upon minimum. (See "Unit Price with Minimum Usage.")

Invoice Copy: There is no charge for the first invoice. This is for faxing or mailing additional copies of invoices, at the customer's request.

Loss/Abuse/Damage (Loss/Abuse/Dam): This charge is to replace rental items that have been lost, misused or damaged beyond repair by users as identified by our route service representatives or check-in procedures at our plant. In order to discourage misuse, the charge is the Replacement Charge shown on your contract or the full retail price.

NSF/Bounced Check (NSF Check): The NSF/bounced check charge is for checks that have been returned to us for non-sufficient funds.

Oversize Garment Charge (Oversize Gar Chg): The oversize garment charge reflects the additional cost of providing garments that are outside the normal range of sizes, for example: XXX Large, etc.

Preparation Charge (Preparation Chg): This is a charge for preparing a garment for use, identifying it to a person, completing alterations and adding it to account database.

Press Charge: The press charge is for atypical requests to press garments.

Repair Charge: After quality control, a repair charge may be made for minor repairs on items that have been exposed to conditions outside of normal use or abusive conditions, or by the customer's request to maintain appearance standards and avoid early replacement.

Replacement Charge (Replace Chg): This is the agreed upon unit price charge (less depreciation) which the customer must pay to purchase the inventory designated for the customer's use if the customer discontinues service before the end of the contract.

Restocking Fee: The restocking fee is charged to retrieve items from the customer and place them back into our storeroom.

Re-Stringing Charge (Re-String Chg): This fee is for replacing and re-threading laundry bag cords that have been cut or made unusable through improper tying by the customer.

Special Delivery: This charge is for specially delivered items, delivered outside the regularly scheduled route delivery stop.

Service Charge

The service charge is used to help pay various fluctuating costs related to the environment, energy, service and delivery of our goods and service.



SERVICE AGREEMENT SCHEDULE A

Location #		Route # 5		Stop #		S <input type="checkbox"/> M <input checked="" type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> TH <input type="checkbox"/> F <input type="checkbox"/> S <input type="checkbox"/>		Frequency: Weekly <input checked="" type="checkbox"/> EOW <input type="checkbox"/> E4W <input type="checkbox"/> E8W <input type="checkbox"/>	
New Acct <input checked="" type="checkbox"/> Additional <input type="checkbox"/>		New Item <input type="checkbox"/> Increase Inventory <input type="checkbox"/>		Garment Upgrade <input type="checkbox"/>				Week: A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/>	
Deliver To: Morristown Landing Recreation & Events				Bill To:				Irregular <input type="checkbox"/> Flat Rate <input type="checkbox"/>	
Address 4355 Durham Lndg				Address				SIC Code 189	
City, State, Zip Morristown, TN 37814				City, State, Zip				Special Billing	
Phone (304) 916-5530		Fax ()		Phone ()		Fax ()		Special Items	
Key Contact & Title Chris Farney				Key Contact & Title Valerie Billings				# Duplicate Invoices	
E-Mail Address cscottfarney@yahoo.com				E-Mail Address vabillings@sportsfacilities.com				# Returned Signed	
Website				Website				PO #	
Delivery Minimum \$35		Special Delivery Charge \$45		COD <input type="checkbox"/> Charge Applied For <input checked="" type="checkbox"/>				Sales Code 36597	
Time Open 8:00am		Time Close 8:00pm		Contract Class				Salesperson Matt Goslin	
Tax <input type="checkbox"/> Exempt <input checked="" type="checkbox"/> #		Contract Expiration Date 7/24/2026				Page 1 of 1 pages			

Line No.	Item No.	Wearer		Size	Item Description/Color	Delivery Quantities						Total Inventory	Inventory Minimum		Invoice Rule	Unit Price	Replacement Charge	Inv. Maint. %
		Code	Name			1 st	2 nd	3 rd	4 th	5 th	6 th		Billing %	Quant.				
					85x85 TC, Navy	15						30	50%			\$3.5000	\$30.0000	
					85x85 TC, White	15						30	50%			\$3.5000	\$30.0000	
					Napkin, Navy	50						100	50%			\$0.1000	\$1.5000	1%
					Bib Apron, Black	20						40	50%			\$0.3200	\$5.2500	1%
					Cotton Bar Towel	75						150	50%			\$0.1500	\$1.9500	3%
					Wet Mop	7						14	50%			\$2.2500	\$16.0000	
					Wet Mop Handle	1						1				\$0.0000	\$25.0000	
					Laundry Bag Stand	3						3				\$0.2500	\$15.0000	
					Laundry Bag, Linen	4						8				\$0.5000	\$6.0000	
ISSUE DATE:					7/14/23	INVOICE DATES					7/24							

UNIFORM CHARGES		Invoice Service Charge	%	\$
Charge	Price/Each	Service Charge	12%	
Name Emblem				
Company Emblem		Garment Inventory Maintenance	Price/Each	
Preparation Charge		Shirts		
Oversize Charge		Pants, Coats, Jackets		
Other: 43		Blended Coveralls		
Grade: New <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/>		Cotton Coveralls		

Notes:

Customer's Initials [Return to Agenda](#)



Morristown City Council Agenda Item Summary

Date: August 1, 2023

Agenda Item: Approve Change Order No 1 to the contract with Eskola, LLC to extend the period of performance.

Prepared By: Andrew Ellard

Subject: Change Order No 1 – Rose Center Roofing Project

Background: The Rose Center slate roof replacement project has been underway and progressing as expected. The contract includes contingency for a certain level of discovery, which was immediately necessary to source due to the deteriorated condition of decking identified as old slate was removed.

Findings/Current Activity:

While the discovery of deteriorated decking has not resulted in a demand for additional funding, it has fully depleted the contingency accounted for in the contract. In addition to the decking, the metal detailing was found to be badly deteriorated and beyond repair. The contractor is working to have new metal detailing fabricated, which will take additional time beyond the contractor's control.

Financial Impact:

This change order has no impact on total project cost.

Action options/Recommendations:

Staff recommends approval.

Attachment: Change Order No. 1

AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address) City of Morristown - Rosa Center Roof T&L Project No. 16956	CONTRACT INFORMATION: Contract For: General Construction Date: March 13, 2023	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: June 29, 2023
OWNER: (Name and address) City of Morristown 100 West First North Street Morristown, TN 37814	ARCHITECT: (Name and address) Thompson & Litton, Inc. 100 Fifth Street, Suite 400 Bristol, TN 37620	CONTRACTOR: (Name and address) Eskola, LLC 2933 NW Park Drive Knoxville, TN 37921


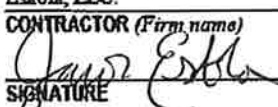
THE CONTRACT IS CHANGED AS FOLLOWS:

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

The Contract Time will be increased by thirteen (13) days.
The new date of Substantial Completion will be August 25, 2023

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

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

Thompson & Litton, Inc. ARCHITECT (Firm name)	Eskola, LLC. CONTRACTOR (Firm name)	City of Morristown, Tennessee OWNER (Firm name)
 SIGNATURE	 SIGNATURE	 SIGNATURE
Mary Darnell, Architect PRINTED NAME AND TITLE	Jacob Eskola, Branch Manager PRINTED NAME AND TITLE	Andrew Ellard, Assistant City Administrator PRINTED NAME AND TITLE
June 29, 2023 DATE	June 29, 2023 DATE	 DATE



Morristown City Council Agenda Item Summary

Date: August 1, 2023

Agenda Item: Authorize purchase of certain Holosun Optical equipment per the attached quote for \$32,701.60 from Dana Safety Supply via an open governmental agreement between Dana Safety Supply and Bradford County, Florida.

Prepared By: Andrew Ellard

Subject: Holosun Optical Equipment

Background: The Police Department anticipated the purchase of this equipment in the FY 2024 budget.

Findings/Current Activity:

Bradford County, Florida issued an RFP in 2019 for a wide range of public safety related equipment, much like what is seen in a cooperative purchase format. In addition to identifying various vendors and types of equipment deemed to be satisfactory, the end-product identifies pricing structure and warranty details. One of the resulting contracts with Dana Safety Supply, which includes the Holosun Optical equipment, also invites any other governmental entity to utilize the contract for purchasing.

Bradford County followed an advertised, sealed proposal process, which included an objective rating process to arrive at the aforementioned contract. Morristown's use of this other entity's contract and pricing is known as "piggybacking" on their purchase process and contract.

Financial Impact:

This purchase is accounted for in the FY 2024 budget.

Action options/Recommendations:

Staff recommends the purchase.

Attachment: -Contract BCSO2019-01 and Amendment #1 (Bradford County, FL)
-Quote

CONTRACT
No. BCSO2019-01

THIS CONTRACT is executed this 12 day of July, 2019, by and between COUNTY OF BRADFORD, STARKE, FLORIDA, hereinafter called the "County" and DANA SAFETY SUPPLY, INC. hereinafter called the "Contractor",

WITNESSETH:

WHEREAS, the County issued RFP No. BCSO2019-01 (such document and all addenda thereto, if any, being hereafter referred to as "RFP") seeking proposals for furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment ("Vehicle Accessories") and other equipment not related to vehicles ("non-Vehicle Accessories"); and,

WHEREAS, the Contractor submitted a certain proposal dated June 17, 2019 ("Proposal") in response to that RFP; and,

WHEREAS, the County and the Contractor desire to enter into a contract for the purchase and installation of Vehicle Accessories, as more particularly set forth in this Contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants, obligations, and terms hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

SECTION 1.0 PURCHASE AND INSTALLATION OF VEHICLE ACCESSORIES

1.1 Contractor shall provide and install Vehicle Accessories as may be ordered from time to time by the County. All Vehicle Accessories shall be priced, designed, constructed, equipped, and installed in accordance with the specifications set forth in the Proposal and applicable Change Orders executed by the parties unless otherwise stated in the Contract. All Vehicle Accessories and installations shall conform and comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations.

1.1.1 The Contractor and the County shall schedule the following two meetings with respect to each order received from the County:

- (i) A pre-production meeting to completely review the specifications of the Vehicle Accessories and installation prior to commencing assembly or production of each order. The Contractor shall be represented by qualified sales representative(s) and / or technician(s) to properly facilitate the design and construction requirements. This meeting can be held at the County's location, by phone, or at the installation facilities of the Contractor as directed by the County.

- (ii) A final review and inspection shall be at the County's facility when the County vehicle with installed Vehicle Accessories ("Completed Vehicle") arrives and is considered by the Contractor to be complete. In addition to a complete inspection, County representatives will conduct a full performance test of each Completed Vehicle and of all integral systems. The Contractor shall provide all technical information and inspections and shall make available to the County all reasonably required third-party certifications. A technician shall be available to complete any needed repairs or to replace items not meeting specifications. At the option of the County, these repairs shall be facilitated at either the County's facility or at the facility of the Contractor.

1.1.2. The County or the Contractor, at any time, may request changes in the specifications or requirements related to a particular Vehicle Accessory or installation. No changes shall become effective until reduced to writing and signed by duly authorized representatives of each party ("Change Order"). All such Change Orders shall include, as a minimum, the following information:

- (i) The specific changes to be made (i.e. equipment installation, equipment, equipment components, etc.);
- (ii) Changes, if any, in the time for delivery of the Completed Vehicle; and,
- (iii) Changes in the price of the Vehicle Accessories or installation services.

1.2 Installation.

Should the County require Vehicle Accessories that cannot be provided by or purchased from the Contractor, the Contractor, at the request of the County, shall install such Vehicle Accessories provided by the County.

SECTION 2.0 PURCHASE OF PARTS

- 2.1 The Contractor shall provide such parts for all Vehicle Accessories installed under this Contract or non-Vehicle Accessories purchased under this Contract as the County may order from time to time. The Contractor shall provide original manufacturer part numbers. All parts ordered by the County shall be delivered to the County's designated location for delivery for each order. Significant delays in shipment beyond the reasonable control of the Contractor shall be subject to Section 10.10; provided, however, the Contractor, in such event, shall promptly notify the County regarding the details of any such delay so the County can make a final determination regarding responsibility.

SECTION 3.0 TERM

The Term of this Contract shall be a period of five (5) years, commencing on July 15, 2019, unless earlier terminated in accordance with the terms of this Contract. Such term may be extended for an additional five (5) year period, subject to mutual agreement of the parties.

SECTION 4.0 CONTRACT PRICING AND PAYMENT

4.1 Pricing.

4.1.1 During the Term, the County shall pay the Contractor for Vehicle Accessories ordered by the County based upon the Contractor's current pricing at the time a particular order is placed, less the stated discount (or mark-up) as set forth in the Proposal. The County shall pay the Contractor for installation of Vehicle Accessories, whether purchased from the Contractor or provided by the County, at the package prices or labor rates, as applicable, set forth in the Proposal, which rates may be modified from this time to time by mutual agreement as set forth in an amendment to this Contract.

4.1.2 A standard warranty package, as described and set forth in the Proposal, is included in the price of all Vehicle Accessories and non-Vehicle Accessories.

4.1.3 The listing and corresponding pricing of all Vehicle Accessories and non-Vehicle Accessories is listed in Exhibit A.

4.2 Payment.

4.2.1 All proper invoices shall be paid by the County in accordance with Florida Prompt Payment Act, Section 218.70, Florida Statutes.

4.2.2 In addition to other remedies available under this Contract, the County shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Contractor any sums or amounts which the Contractor may owe to the County pursuant to provisions of this Contract, as a result of breach or termination of this Contract, or otherwise.

SECTION 5.0 DELIVERY AND ACCEPTANCE

5.1 The Contractor shall fully assemble, service, and adjust each Vehicle Accessory prior to installation and delivery, and the Contractor shall demonstrate, to the satisfaction of the County, that each delivered Vehicle Accessory is in perfect mechanical condition.

5.2 Delivery of a Completed Vehicle to the County does not constitute acceptance for the purpose of payment or warranty start time. The County shall inspect and test each delivered Completed Vehicle to determine whether it meets all specifications and requirements set forth in this Contract and within ten (10) days following delivery, the

County shall notify the Contractor, in writing, of either its final acceptance of the Completed Vehicle and Accessory or the failure of the Completed Vehicle or Accessory to meet certain specifications and requirements. In the latter case, the Contractor, within ten (10) days following its receipt of written notice from the County, shall deliver to the County a detailed proposal and schedule for corrective action. If the proposed corrective action or schedule is not acceptable, or if approved corrective action is not timely completed, the County may refuse the Completed Vehicle. Each vehicle delivered or picked up by the Contractor for installation of Vehicle Accessories shall remain the responsibility of the Contractor, and the Contractor shall bear all risk of loss with respect thereto, until final acceptance of the Completed Vehicle by the County.

- 5.3 All non-Vehicle Accessory items that are delivered to the County should be inspected within three (3) business days for verification of all items being received that are listed on the packing slip that is included with the shipment. In the event that a packing slip is not included with the shipment, the Contractor should be notified with one (1) business day so that a packing slip can be provided. In addition, all items will need to be inspected for damage.

SECTION 6.0 INDEMNIFICATION.

- 6.1 The Contractor shall indemnify and save harmless the County, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgements of any kind whatsoever, including reasonable attorney's fees and costs of litigation, to the extent arising out of or caused by any act or omission of the Contractor, its subcontractors, or their respective employees, officers, directors, or agents, in the performance under this Contract. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.
- 6.2 The Contractor shall, at its sole expense, defend any claim, suit or proceeding brought against the County, its official or employees, to the extent such claim, suit or proceeding is based on a claim that any Vehicle Accessories or non-Vehicle Accessories furnished under this Contract (collectively, "Infringing Work") constitutes infringement of any registered patent of the United States of America or county of manufacture, provided that County shall give the Contractor prompt written notice of any such claim, suit or proceeding and shall give the Contractor authority, information, and assistance in a timely manner for the defense of the same. The Contractor shall indemnify and hold the County, its officials or employees, harmless from and against all costs and damages awarded, and all attorney's fees incurred or awarded. In any suit or proceeding so defended. The Contractor will not be responsible for any settlement or proceeding made without its prior written response. In case said Infringing Work is enjoined, the Contractor shall, at its own expense and at its option, either (a) procure for County the right to continue using said Infringing Work, (b) replace said Infringing Work with substantially equivalent, equally functional, non-infringing work, parts or combination

thereof, or (c) modify such Infringing Work so that it becomes non-infringing, while maintaining the same functionality.

SECTION 7.0 INSURANCE.

7.1 Prior to commencing work, Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Scope of Services hereunder by Contractor, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne by Contractor.

7.1.1 Contractor shall maintain the following coverage with limits no less than the indicated amounts:

(a) *Commercial General/Umbrella Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The certificate of insurance shall state whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- (i) Premise/Operations
- (ii) Products/Completed Operations
- (iii) Contractual
- (iv) Independent Contractors
- (v) Broad Form Property Damage
- (vi) Personal Injury

(b) *Business Automobile/Umbrella Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.

- (i) Owned/Leased Autos
- (ii) Non-owned Autos
- (iii) Hired Autos

(c) *Workers' Compensation and Employers'/Umbrella Liability Insurance* – Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes. This policy should include Employers'/Umbrella Liability Coverage for \$1,000,000 per accident.

7.1.2 Other Insurance Provisions

(a) Commercial General Liability and Automobile Coverage

- (i) County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects, liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor;

premised owned, leased or used by Contractor or premises on which Contractor is performing Services on behalf of County. The coverage shall contain no special limitations on the scope of protection afforded to County, members of its County Commission, boards, commissions and committees, officers, agents, employees, and volunteers.

- (ii) The Contractor insurance coverage shall be primary insurance as respects County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers.
- (iv) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) Workers' Compensation and Employers' Liability and Property Coverage

The insurer shall agree to waive all rights of subrogation against County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of Services under this Contract.

(c) All Coverage

- (i) Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to County in accordance with this Contract.
- (ii) If Contractor, for any reason, fails to maintain any insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. County, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach.
- (iii) Alternatively, County may purchase such required insurance coverage (but has no special obligation to do so); and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

7.1.3 Deductibles and Self-Insured Retention's

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

7.1.4 Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by A.M. Best's rating service.

7.1.5 Verification of Coverage

Contractor shall furnish County with certificates of Insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon execution of the contract documents, the certificates and endorsements are to be received and approved by County before work commences.

SECTION 8.0 TERMINATION

- 8.1 The County may, by written notice to the Contractor, terminate this Contract in whole or in part, at any time, either for the convenience of County or because of failure of the contractor to fulfill its obligations. Upon receipt of such notice, the Contractor shall immediately discontinue all work affected (unless the notice directs otherwise).
- 8.2 If the termination is for the convenience of the County, the Contractor shall be paid for Vehicle Accessories and installation finally accepted and non-Vehicle Accessories received by the County as of the effective date of termination.
- 8.3 If the termination is due to the failure of the Contractor to fulfill its obligations under this Contract, the Contractor shall be liable to County for reasonable additional costs incurred by County as a result of such breach.
- 8.4 If, after notice of termination for failure to fulfill its obligations under this Contract, it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of County.
- 8.5 The rights and remedies of the parties provided in this Section 8 are in addition to any other rights and remedies such party may have a law, in equity, or under this Contract.

SECTION 9.0 WARRANTY AND MAINTENANCE

- 9.1 The Contractor hereby warrants all Vehicle Accessories and installation as set forth in its Proposal and the individual warranty documents delivered with order. The Contractor will respond, either on-site in Bradford County or by the vehicle being brought to the Contractor's facility, for all warranty repairs within two (2) business days following notice from the County.

SECTION 10.0 MISCELLANEOUS PROVISIONS

- 10.1 Time shall be the essence in performance of this Contract; provided, however, that either party shall be excused from timely performance under this Contract to the extent that, but only to the extent that, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence of, the party claiming such excuse from timely performance.
- 10.2 Failure to enforce or insist upon compliance with any of the terms or conditions of this Contract or failure to give notice or declare this Contract terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.
- 10.3 If written notice to a party is required under this Contract, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to Contractor as follows:

Dana Safety Supply, Inc.
1855 Cassat Avenue, Unit 11
Jacksonville, Florida 32210
Attn: Sidney Wells

And to the County as follows:

Bradford County
Fleet Management Division
945-B North Temple Avenue
Starke, Florida 32091

- 10.4 Contractor shall not assign any of their rights or obligations under this Contract without prior approval by the County.
- 10.5 Contractor shall be responsible for the actions of any and all of their subcontractors and consultants. Neither subcontractors nor any consultants shall interface directly with the County.
- 10.6 This Contract and every question arising hereunder shall be construed, interpreted, or determined according to the laws of the State of Florida. Venue for any action brought in

relation to this Contract shall be placed in a court competent jurisdiction in Bradford County, Florida.

- 10.7 As required by Section 287.133 (2 (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals or leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.010 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.
- 10.8 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either County or Contractor. The section headings appearing herein are for the convenience of the parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of the Contract. If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provisions valid, then the provision shall have the meaning which renders it valid.
- 10.9 Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, gender, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, creed, color, sex, marital status or national origin.
- 10.10 Either party shall be excused from timely performance under this Agreement to the extent, but only to the extent, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence on the part of, the party claiming such excuse from timely performance.
- 10.11 The Contractor shall make Vehicle Accessories, installation, and non-Vehicle Accessories available to other governmental entities on the same terms and conditions as set forth in this Contract. Should any such governmental entity purchase Vehicle Accessories, installation, and non-Vehicle Accessories on such basis utilizing this Contract, the Contractor shall report such purchase to the County and, within thirty (30) days following final payment for each order of such Vehicle Accessories, installation, and non-Vehicle Accessories, shall provide a credit to the County, which can be used toward the purchase of such Vehicle Accessories, installation, and non-Vehicle

Accessories from the Contractor, in the amount of 1% of the purchase price of such Vehicle Accessories, installation, and non-Vehicle Accessories. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after the expiration of such term. The contractor may charge this as a transaction fee.

- 10.12 It is understood and agreed that this Contract, including exhibits and references (if any), is the entire Contract between the parties and supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof. County and Contractor, by mutual agreement, may change or amend, at their discretion, the products, terms, and conditions of this Contract. All such changes or amendments shall be set forth in a written amendment to this Contract.
- 10.13 If any portion of this Contract, or any Exhibit or portion thereof, is held to be invalid by a court of law, such provision shall be considered severable, and the remainder of this Contract shall be construed and enforced in a manner consistent with the intent of the Parties.

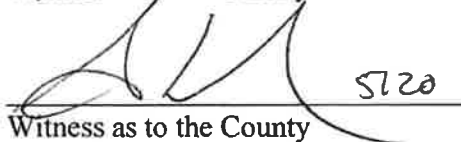
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives, effective the date first above written.

BRADFORD COUNTY, FLORIDA


Attest:



Witness as to the County

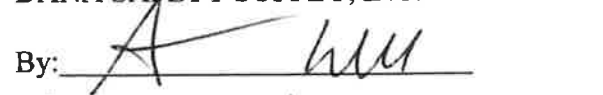
 5/20
Witness as to the County

By:

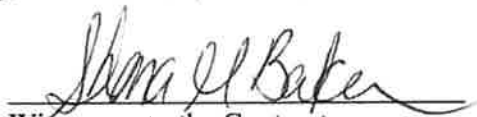

Gordon Smith, SHERIFF
(Type or print name and title of signatory)

DANA SAFETY SUPPLY, INC.

By:


Sidney Wells, General Manager
(Type or print name and title of signatory)


Witness as to the Contractor


Witness as to the Contractor

Emergency Vehicle Lighting				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
911 Signal	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
Able2 Products	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Brooking Industries	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
Code 3	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
D&R Electronics	Emergency and commercial vehicle lighting	15%	MD	Up to 5 Years
ECCO	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Federal Signal	Emergency and commercial vehicle lighting	15%	MD	Up to 5 Years
Fenlex	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
GoLight	Scene lighting	20%	MD	Up to 5 Years
GoLight	Helios (thermal imaging) and parts / accessories	5%	Dealer	1 Year
Maxxima	Emergency and commercial vehicle lighting	15%	MD	Up to 5 Years
SoundOff Signal	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Star Warning Products	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Unity Spotlights	Scene lighting	50%	Dealer	Limited
Whelen	Emergency and commercial vehicle lighting	42%	MD	Up to 5 Years
Whelen	Parts only	30%	MD	Up to 5 Years
Vehicle Push Bumpers / Prisoner & K9 Transport				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
AceK9 / Reddotronics	K9 transport electronics	3%	Dealer	Up to 2 Years
American Aluminum	Prisoner and K9 transport	15%	Dealer	Up to 3 Years
Brooking Industries	Prisoner transport (seats and window bars)	30%	MD	2 Years
D&R Electronics	K9 Transport, cargo partitions, and window bars	15%	MD	1 Year
Go Rhino	Prisoner transport (partition and window bars) and push bumpers	18%	MD	1 Year
	Prisoner transport (seats)	8%	MD	1 Year
Havis	Prisoner and K9 transport	30%	MD	Up to Lifetime
Jotto Desk	Prisoner transport (partition, seats, window bars)	18%	MD	1 Year
Laguna	Prisoner transport (seats and window bars)	18%	MD	Up to 5 Years
Pro-gard Products	Prisoner transport (partition, seats, window bars)	20%	MD	Limited
Prisoner Transport Systems (PTS)	Prisoner transport (partition, seats, window bars)	10%	Dealer	Limited
Ranch Hand	Push bumpers	10%	Dealer	1 Year
Ray Allen	K9 transport electronics	3%	Dealer	Up to 2 Years
Setina	Prisoner (partition, seats, window bars) and K9 transport and non-lighted push bumpers	20%	MD	Up to 2 Years
Setina	Lighted push bumpers	10%	MD	Up to 5 Years
Troy Products	Prisoner transport (partition and window bars) and push bumpers	20%	MD	Up to 5 Years
Westin	Push bumpers	10%	MD	1 Year
Vehicle Weapon Mounts & Storage				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Big Sky Gun Racks	Gun racks	10%	MD	1 Year
CargoGlide	Truck storage access solution	10%	Dealer	Up to Lifetime
D&R Electronics	Gun racks and storage boxes	15%	MD	1 Year
DECKED	Storage solution for truck bed	15%	Dealer	3 Years
Go Rhino	Gun racks and storage boxes	15%	MD	1 Year
Jotto Desk	Gun racks	18%	MD	1 Year
Lund Industries	Gun racks and storage boxes	10%	MD	Limited
OPS	Storage boxes	15%	MD	Limited
Prisoner Transport Systems (PTS)	Storage boxes	10%	Dealer	Limited
Pro-gard Products	Gun racks and storage boxes	20%	MD	Limited
Rockland	Storage boxes	20%	MD	Limited
Santa Cruz Gun Locks	Gun racks	18%	Dealer	1 Year
Setina	Gun racks and storage boxes	20%	MD	Up to 2 Years
Setina	Blac-rac gun racks	0%	MD	Up to 2 Years
Troy Products	Gun racks and storage boxes	15%	MD	Up to 5 Years
Truck Vault	Storage boxes	5%	MD (Exclusive)	Up to Lifetime
Tuffv	Storage boxes	15%	MD	Limited
TuffLoc / Esmat	Storage boxes	10%	MD	3 Years
Computers / Consoles / Docking Stations / Laptop and Tablet Mounts / Printers				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Brother Mobile Solutions	Printers and accessories	5%	MD	Up to 2 Years
D&R Electronics	Consoles, laptop mounts, docking stations	15%	Dealer	1 Year
Gamber Johnson	Consoles, laptop mounts, docking stations	35%	MD	Up to Lifetime
Havis	Consoles, laptop mounts, docking stations	30%	MD	Up to Lifetime
Havis	Apple related product and ICS (Integrated Control System)	3%	MD	3 Years
HINT Mounts	Consoles, laptop mounts, docking stations	12%	MD	Limited
Jotto Desk	Consoles, laptop mounts, docking stations	18%	MD	1 Year
LEM Solutions	Printer mounts	3%	MD	Limited
Lund Industries	Consoles, laptop mounts, docking stations	10%	MD	Limited
Panasonic	Laptops	5%	Dealer	Up to 3 Years
PMT (Precision Mounting Technologies)	Consoles, laptop mounts, docking stations	15%	MD	Up to Lifetime
Prisoner Transport Systems (PTS)	Consoles	10%	Dealer	Limited
RAM Products	Consoles and laptop mounts	30%	MD	Up to Lifetime
Samsung	Computing devices	5%	Dealer	Up to 3 Years
Troy Products	Consoles, laptop mounts, docking stations	18%	MD	Up to 5 Years
Radar / In-Car Video / LPR / Collision Avoidance / Vehicle Safety				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Apollo Video	In-car video	5%	MD	2 Years
Decatur Electronics	In-car video and radar	3%	MD	Up to 5 Years
Digital Ally	Body camera and in-car video	2%	MD	Limited
Genetec	LPR	5%	MD (Exclusive)	Up to 5 Years
L3 Mobile Vision / Safe Fleet	In-car video	3%	Dealer	Up to 3 Years
Mobileye	Collision avoidance	5%	MD (Exclusive)	Limited
MPH Radar	Radar	3%	Dealer	Up to 3 Years
Point Blank / Advanced Tech Group	Body camera and in-car video	5%	MD	Limited
Patrol Witness	In-car video	2%	MD	Limited
Rearview Safety	Back-up camera systems, back-up sensors, 360 systems, mobile DVRs, dash cameras	10%	Dealer	1 Year
Rostra	Back-up camera systems, back-up sensors, 360 systems, mobile DVRs, dash cameras	10%	Dealer	Up to 3 Years
Stalker	Radar	3%	MD	Up to 3 Years

Radar / In-Car Video / LPR / Collision Avoidance / Vehicle Safety (continued)				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Utility	Body camera and in-car video	3%	Dealer	Up to 5 Years
WatchGuard	Body camera and in-car video	2%	MD	1 Year
Flashlights & Other Lighting				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Bayco Products	Flashlights	30%	MD	Up to Lifetime
Maglite	Flashlights	30%	MD	Up to Lifetime
Pelican Products	Flashlights and scene lighting	25%	MD	Up to Lifetime
Streamlight	Flashlights	30%	MD	Up to Lifetime
Sure Fire	Flashlights	12%	Dealer	Up to Lifetime
Truck Toppers / Caps				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
A.R.E.	Toppers and tonneau covers	5%	Dealer	Up to Lifetime
BAKFlip	Bed cover	10%	Dealer	Up to 2 Years
Reading	Steel commercial caps	5%	MD	5 Years
Roll n Lock	Bed cover	12%	Dealer	Up to 3 Years
SpaceKap	Transferable fiberglass caps	2%	MD	Up to Lifetime
Bodies / Cranes / Truck Equipment				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
A.R.E.	Toppers and tonneau covers	5%	MD	Up to Lifetime
Buyers Products	Truck equipment and accessories	18%	Dealer	Up to Lifetime
DeeZee	Truck equipment and accessories	10%	Dealer	Up to Lifetime
Keystone Automotive	Truck equipment and accessories	10%	Dealer	Varies by Manufacturer
Liftmoore Cranes	Service cranes	5%	MD	Up to 3 Years
Meyer Distributing	Truck equipment and accessories	10%	Dealer	Varies by Manufacturer
Palfinger	Service cranes	8%	Dealer	Up to 3 Years
Reading	Crane bodies, mechanics bodies, dump bodies, stake / platform bodies, service / utility bodies	5%	MD	Up to 10 Years
Rugby Manufacturing	Dump bodies	5%	MD	Up to 3 Years
Sterling Equipment	Heavy duty push bumpers and headache racks	5%	Dealer	Up to 1 Year
Thieman Tailgates	Liftgates	5%	MD	Up to 1 Year
Venturo Cranes	Service cranes	5%	Dealer	Up to 1 Year
Van Storage Equipment				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Kargo Master	Van interior packages, van ladder racks	5%	MD	Up to Lifetime
Legend Fleet Solutions	Van interior floor and wall solutions	5%	Dealer	Limited
Masterack	Van interior packages, van ladder racks, van interior floor and wall liners	15%	MD	1 Year
OPS	Van interior packages	10%	MD	Limited
Westcan Manufacturing	Van interior packages, van interior floor and wall liners	5%	Dealer	Limited
Footwear / Apparel				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
S.11 Tactical	Apparel, bags, boots, shoes	30%	MD	Up to Lifetime
Bates	Boots and shoes	25%	Dealer	Limited
Blackhawk1	Apparel, bags, boots	25%	Dealer	Up to Lifetime
Danner	Boots and shoes	18%	Dealer	Up to 6 Months
Magnum	Boots and shoes	22%	Dealer	1 Year
Propper	Apparel, bags, boots, shoes	15%	MD	Limited
Rocky	Boots and shoes	22%	Dealer	1 Year
Tru-Spec	Apparel, bags, boots	25%	MD	2 Years
DSS Products & Services				
Manufacturer	Products Offered	Pricing	Master Distributor or Dealer	Warranty
DSS Graphics	Design, printing, installation, and removal services	Quoted per Job		7 Years
DSS Products	Private label products or sole distributor products	15% off MSRP		Varies
DSS Website	www.danasafety.com - All products	5% off MSRP		Varies
Fleet Safety Website	www.fleetsafety.com - All products	5% off MSRP		Varies
Install Rate	Hourly install rate for install and repair services	\$70 per hour		5 Years
Vehicle pick-up and delivery	Calculated based on round trip from DSS location to customer	\$1 per mile		
Body Armor				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Armor Express	Body armor	30%	MD	5 Years
Onyx	Body armor	15%	MD	5 Years
Point Blank	Body armor	25%	MD	5 Years
Propper	Body armor	20%	MD	5 Years
Duty Gear				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
1791 Gun Leather	Holsters	10%	Dealer	Limited
Gould & Goodrich	Holsters, belts, and accessories	30%	MD	Limited
Hero's Pride	Badges, duty gear, insignia, patches and recognitions	25%	Dealer	Limited
High Speed Gear	Holsters, belts, and accessories	10%	Dealer	Up to Lifetime
Safariland	Holsters, belts, and accessories	20%	Dealer	Up to Lifetime
Fire Gear & Tools				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
ATI Fire Products	Nozzles, hoses, and coupling	10%	Dealer	Varies
Fire Ninja	Safety vests, glow-in-the-dark tracking decals, sub zero cooling towels, and knives	12%	Dealer	Varies
Holix	Gloves	10%	Dealer	Limited
Innotex	Bunker / turnout gear	5%	Dealer	Limited
Nupla	Fire tools	30%	MD	Up to Lifetime
Full Line Supplier of Other Items				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Aerovac	LED flares	20%	Dealer	Up to 5 Years
Amerex	Fire extinguishers	10%	MD	Up to 12 Years
Angel Armor	Vehicle driver window armor	5%	Dealer	5 Years
ASP	Baton, flashlights, handcuffs	20%	MD	Up to Lifetime
Avon Protection	First responder Core Products (includes gas masks, etc and Accessories / Spares)	5%	MD	Varies
Blackinton	Badges, insignia, and recognitions	20%	MD	Up to Lifetime
Combined Tactical Systems (CTS)	Less lethal munitions	8%	MD	Limited
Edge Tactical	Protective and ballistic eyewear	10%	MD	Limited
Garrett Metal Detectors	Walk thru and hand metal detectors	5%	MD	Up to 2 Years
Nite Track	Night vision	5%	MD	1 Year

Full Line Supplier of Other Items				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Noptic	Vehicle mounted thermal imaging	5%	Dealer	2 Years
Pac Kit	First aid kits	20%	Dealer	Limited
Panorama Antennas	Antennas for vehicle mounting	10%	MD	Limited
Sabra	Less lethal	34%	MD	Up to 2 Years
SIG Sauer	Handguns, rifles, scopes, sights, ammunition	5%	MD (Exclusive)	Up to Lifetime
Simunitions	Non-lethal training ammunition	5%	MD	Up to 5 Years
Sirchie	Forensic, vehicle, evidence, and surveillance solutions	5%	MD	Up to Lifetime
Smith & Warren	Badges, insignia, and recognitions	20%	MD	Up to Lifetime
Theon	Night vision	10%	MD	Up to 10 Years
Tremco	Vehicle anti-theft system	10%	MD	Limited
Wanco	Arrow board, light tower, message signs, and speed signs	3%	MD	Up to 5 Years
Zoll	AED	25%	MD	Up to Lifetime
Zoll	AED accessories	10%	MD	Up to Lifetime
Vehicles				
Manufacturer	Products Offered	% over Cost	Master Distributor or Dealer	Warranty
Chevrolet	Chevrolet line of vehicles	4%	Dealer	3 Years / 36K Miles
Dodge	Dodge line of vehicles	4%	Dealer	3 Years / 36K Miles
Ford	Ford line of vehicles	4%	Dealer	3 Years / 36K Miles



September 30, 2022

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Florida 32254

Re: Amendment # 1 to Contract No. BCSO2019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned to our office within five (5) consecutive calendar days from date of receipt.

Contracts must be executed by a corporate officer or an individual with signatory authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address;

Bradford County Sheriff's Office
Attn: Major George Konkel
945 N Temple Avenue B
Starke, Florida 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed.

If you should have any questions or need assistance in completing the enclosed, please contact Major Konkel at (904)964-6161.

Sincerely,

A handwritten signature in black ink, appearing to be "G. Konkel", is written over a horizontal line. To the right of the signature, the date "02/5/20" is handwritten.

Major George Konkel

AMENDMENT TO CONTRACT NO. BCSO2019-01

THIS AMENDMENT TO CONTRACT is entered into this 1ST day of October, 2022, by and between the BRADFORD COUNTY SHERIFF'S OFFICE and DANA SAFETY SUPPLY, INC. hereinafter called the "Contractor".

WHEREAS, the Bradford County Sheriff's Office and Contractor entered into a certain Contract dated this 12th day of July, 2019 relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

WHEREAS, the parties now desire to amend the contract as set forth in this amendment;

NOW, THEREFORE, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To add the following

- a. Under the DSS Products & Services section, add the following:

MANUFACTURER: Will-Burt

PRODUCT TYPE :Scene Lights/Fire Engine Lights(Scene & Brow)/Construction
Lighting/Towing Light Towers

COST: 5% OFF LIST

MANUFACTURER: AIMPOINT

PRODUCT TYPE: OPTICAL SIGHTS

COST: 10% OFF LIST

MANUFACTURER: DEAD AIR

PRODUCT TYPE: SUPPRESSOR

COST: 5% OFF LIST

MANUFACTURER: NORTH AMERICAN RESCUE

PRODUCT TYPE: MEDICAL EQUIPMENT

COST: 8% OFF LIST

MANUFACTURER: HOLOSUN

PRODUCT TYPE: OPTICAL SIGHTS AND MAGNIFIERS

COST: 10% OFF LIST

MANUFACTURER: SHADOW SYSTEMS

PRODUCT TYPE: HANDGUN

COST: 25% OFF LIST

MANUFACTURER: EOTECH

PRODUCT TYPE: OPTICAL SIGHTS

COST: 5% OFF LIST

MANUFACTURER: DAKOTA

PRODUCT TYPE: SERVICE BODY, FLATBEDS, STAKE BODY

COST: 10% OFF LIST, PLUS MANUFACTURER SURCHARGE

MANUFACTURER: CM TRUCK

PRODUCT TYPE: SERVICE BODY, FLATBEDS, STAKE BODY

COST: 10% OFF LIST, PLUS MANUFACTURER SURCHARGE

MANUFACTURER: WAGAN

PRODUCT TYPE: INVERTERS

COST: 20% OFF LIST

2. This agreement becomes effective October 1st, 2022.
3. Except as specifically amended hereby, the terms and conditions of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the duly authorized representatives effective the date and year first written above.

ATTEST:



Colonel Brad Smith



Witness as to Contractor

BRADFORD COUNTY SHERIFF'S OFFICE

BY:  5/20

Major George Konkel

DANA SAFETY SUPPLY, INC.

BY: 
Sidney Wells, Regional GM
(Type or Print Name and Title of Signatory)

Sales Quote

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

Telephone: 800-845-0405

Sales Quote No.	495063
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: accountspayable@mymorristown.com

Contact:
Telephone: 423-585-2710
E-mail: accountspayable@mymorristown.com

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/25/23	GROUND SHIPMENT		FREE SHIPPING	HOLOSUN RDS	Net 30	
Entered By			Salesperson	Ordered By	Resale Number	
Dylan Chambers			DYLAN	DIANNA MORGAN		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
101	101	Y	SCS-M-GR LEM Holosun SCS Titanium/Solar/Circle Dot/Green/MOS Warehouse: DROP		302.0000	30,502.00
8	8	Y	HE507K-GR X2 LEM HOLOSUN GREEN/DOT SHAKE AWAKE TECH Warehouse: DROP		235.0000	1,880.00
8	8	Y	MISC C&H PRECISION: GLX-HOLOk-V2 Warehouse: DROP		39.9500	319.60
<div>Approved By: _____</div> <div><input type="checkbox"/> Approve All Items & Quantities</div> <div>Quote Good for 30 Days</div>						

Print Date	07/25/23
Print Time	09:59:21 PM
Page No.	1

Subtotal	32,701.60
Freight	0.00
Order Total	32,701.60

Printed By: Dylan Chambers



Morristown City Council Agenda Item Summary

Date: August 1, 2023

Agenda Item: Authorize the purchase of parcel 055 003.00 known as 2815 Ironwood Drive, 69.89 acres in total, per the attached contract, for \$908,570.

Prepared By: Andrew Ellard

Subject: 2815 Ironwood Drive Property Purchase

Background: The parcel is identified as Map 055, Parcel 003.00, which is adjacent to city limit boundary to the north and is bound on the south by Ironwood Drive and partially by Buell Street. The property has historically been used for agricultural uses and a southern portion houses a machine shop and office building.

Findings/Current Activity:

This property could potentially serve as an extension of the MAID industrial park given the right infrastructure improvements, and its proximity to Wayne Hansard Park may also lend itself to the possible expansion of the park. An appraisal, a phase 1 environmental assessment, a survey, and a title search have all been conducted in recent weeks. The Phase 1 environmental assessment identifies de minimis issues that would be common with a garage/machine shop.

Financial Impact:

This purchase is anticipated in the planned bond issue for this calendar year. Urgency by the seller would not enable us to delay the purchase until the financing is finalized, and the general fund has sufficient fund balance to cover the purchase in the interim.

Action options/Recommendations:

Staff recommends the purchase of the property – to be covered by upcoming financing.

Attachment: Contract for purchase.

LeBel

COMMERCIAL
REALTY

COMMERCIAL PURCHASE AND SALE AGREEMENT

- 1 **1. Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration,
2 the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer
3 City of Morristown ("Buyer") agrees to buy and the undersigned
4 seller Kenneth Tillman Elizabeth Tillman ("Seller") agrees to sell all that tract or
5 parcel of land, with such improvements as are located thereon, described as follows: All that tract of land known as:
6 2815 Ironwood Dr
7 (Address) Morristown (City), Tennessee, 37813 (Zip), as recorded in
8 Hamblen County Register of Deeds Office, 1117 deed book(s), 850
9 page(s), and/or 055 03.00 instrument no. and as further described as:
10 Map 55, Parcel 03.00
11 together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as
12 the "Property", as more particularly described in Exhibit "A" or if Exhibit A is not attached as is recorded with the Register
13 of Deeds of the county in which the Property is located and is made a part of this Commercial Purchase and Sale Agreement
14 ("Purchase and Sale Agreement" or "Agreement") by reference.
- 15 **2. Purchase Price.** The total purchase price for the Property shall be
16 Nine Hundred Eighty-Eight Thousand U.S. Dollars, (\$ 988,000.00)
17 ("Purchase Price"), and is subject to all prorations and adjustments and shall be paid by Buyer at the Closing by cash, a
18 Federal Reserve Bank wire transfer of immediately available funds, cashier's check or certified check.
- 19 **3. Earnest Money/Trust Money.** Buyer has paid or will pay within 5 business days after the Binding Agreement
20 Date, the sum of \$ 5,000.00 with LeBel Commercial Realty
21 ("Holder") located at 218 S. Cumberland St. Morristown, TN 37813
22 (Address of Holder). Additional Earnest Money/Trust Money, if any, to be tendered and applied as follows:

23
24
25
26
27 This sum ("Earnest Money/Trust Money") is to be applied as part of the Purchase Price at Closing.

28 **A. Failure to Receive Earnest Money/Trust Money.** In the event Earnest Money/Trust Money is not timely received
29 by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason by the financial
30 institution from which it is drawn, Holder shall promptly notify Buyer and Seller. Buyer shall have three (3) business days
31 after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds to Holder, this
32 Agreement shall automatically terminate and Holder shall notify the parties of the same. Holder shall disburse Earnest
33 Money/Trust Money only as follows:

- 34 (a) at Closing to be applied as a credit toward Buyer's Purchase Price;
35 (b) upon a subsequent written agreement signed by Buyer and Seller; or
36 (c) as set forth below in the event of a dispute regarding Earnest Money/Trust Money.

37 No party shall seek damages from Holder, nor shall Holder be liable for any such damages, and all parties agree to defend
38 and hold harmless Holder for any matter arising out of or related to the performance of Holder's duties hereunder.

39 **B. Disputes Regarding Earnest Money/Trust Money.** In the event Buyer or Seller notifies Holder of a dispute regarding
40 disposition of Earnest Money/Trust Money that Holder cannot resolve, Buyer and Seller agree to interplead Earnest
41 Money/Trust Money into a court of competent jurisdiction. Holder shall be reimbursed for, and may deduct from any
42 funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader
43 action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder, and upon payment of

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such funds into the court clerk's office, Holder shall be released from all further liability in connection with the funds delivered.

4. **Inspection.** Prior to Closing, Buyer and Buyer's agents shall have the right to enter upon the Property at Buyer's expense and at reasonable times to inspect, survey, examine, and test the Property as Buyer may deem necessary as part of Buyer's acquisition of the Property. Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection. Buyer shall indemnify and hold Seller and all Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property arising out of or related to the exercise of Buyer's rights hereunder. Buyer shall have 90 days after the Binding Agreement Date ("Due Diligence Period") to evaluate the Property, the feasibility of the transaction, the availability and cost of financing, and any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right to terminate this Agreement upon notice to Seller if Buyer determines, based on a reasonable and good faith evaluation of the above, that it is not desirable to proceed with the transaction, and Buyer will be entitled to a refund of the Earnest Money/Trust Money. Within 5 days after the Binding Agreement Date, Seller shall deliver to Buyer copies of the materials concerning the Property referenced in Exhibit "B" (collectively "Due Diligence Materials"), which materials shall be promptly returned by Buyer if Agreement does not Close for any reason. If Buyer fails to timely notify Seller that it is not proceeding with the transaction, Buyer shall waive its rights to terminate this Agreement pursuant to this paragraph.

5. **Title.**

- A. **Warranties of Seller.** Seller warrants that at Closing Seller shall convey good and marketable, fee simple title to the Property to Buyer, subject only to the following exceptions ("Permitted Exceptions"):

- (1) Liens for ad valorem taxes not yet due and payable.
- (2) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Issues and Objections paragraph below. "Good and marketable, fee simple title" with respect to the Property shall be such title:
 - (a) as is classified as "marketable" under the laws of Tennessee; and
 - (b) as is acceptable to and insurable by a title company doing business in Tennessee ("Title Company"), at standard rates on an American Land Title Association Owner's Policy ("Title Policy").

- B. **Title Issues and Objections.** Buyer shall have 120 days after the Binding Agreement Date to furnish Seller with a written statement of any title objections, UCC-1 or UCC-2 Financing Statements, and encroachments, and other facts affecting the marketability of the Property as revealed by a current title examination. Seller shall have 30 days after the receipt of such objections (the "Title Cure Period") to cure all valid title objections. Seller shall satisfy any existing liens or monetary encumbrances identified by Buyer as title objections which may be satisfied by the payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding sentence, if Seller fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with evidence of Seller's cure satisfactory to Buyer and to Title Company), then within five (5) days after the expiration of the Title Cure Period, Buyer may as Buyer's sole remedies: (1) rescind the transaction contemplated hereby, in which case Buyer shall be entitled to the return of Buyer's Earnest Money/Trust Money; (2) waive any such objections and elect to Close the transaction contemplated hereby irrespective of such title objections and without reduction of the Purchase Price; or (3) extend the Closing Date period for a period of up to fifteen (15) days to allow Seller further time to cure such valid title objections. Failure to act in a timely manner under this paragraph shall constitute a waiver of Buyer's rights hereunder. Buyer shall have the right to reexamine title prior to Closing and notify Seller at Closing of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.

6. **Closing.**

- A. **Closing Date.** This transaction shall be consummated on See Sec 17, (the "Closing Date") or at such other time the parties may agree upon in writing.

B. **Closing Agency for Buyer & Contact Information:**

TBD

Closing Agency for Seller & Contact Information:

TBD

C. **Possession.** Seller shall deliver possession and occupancy of the Property to Buyer at Closing, subject only to the rights of tenants in possession and the Permitted Exceptions.

7. **Seller's Obligations at Closing.** At Closing, Seller shall deliver to Buyer:

(a) a Closing Statement;

(b) deed (mark the appropriate deed below)

☒ General Warranty Deed

☐ Special Warranty Deed

☐ Quit Claim Deed

☐ Other: _____

(c) all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to Buyer the Title Policy including, without limitation, a title affidavit from Seller to Buyer and to the Title Company in the form customarily used in Tennessee commercial real estate transactions so as to enable the Title Company to issue Buyer the Title Policy with all standard exceptions deleted and subject only to Permitted Exceptions; and

(d) evidence reasonably satisfactory to Buyer at Closing of all documents/items indicated in Exhibit "C", if any (all documents to be delivered by Seller under this paragraph, including all documents/items indicated in Exhibit "C" are collectively "Seller's Closing Documents").

8. **Conditions to Closing.**

9. **Costs.**

A. **Seller's Costs.** Seller shall pay all existing loans and/or liens affecting the Property; the cost of recording any title curative documents, including without limitation, satisfactions of deeds to secure debt, quitclaim deeds and financing statement termination; any accrued and/or outstanding association dues or fees; fee (if any) to obtain lien payoff/estoppel letters/statement of accounts from any and all associations, property management companies, mortgage holders or other liens affecting the Property; all applicable deed recording fees; the fees of Seller's counsel and, if checked, ☐ all transfer taxes, otherwise Buyer is responsible for transfer taxes.

In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property Tax Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected from Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA, Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject to FIRPTA. It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax matters.

B. **Buyer's Costs.** Buyer shall pay the cost of Buyer's counsel and consultants; any costs in connection with Buyer's inspection of the Property and any costs associated with obtaining financing for the acquisition of the Property (including any intangibles tax, recording fees for deed of conveyance and deed of trust and cost of recording Buyer's loan documents.)

C. **Additional Costs.** In addition to the costs identified above, the following costs shall be paid by the parties hereto as indicated below:

<u>Item to be Paid</u>	<u>Paid by Seller</u>	<u>Paid by Buyer</u>
Survey	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Title Examination	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Premium for Standard Owner's Title Insurance Policy	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>

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10. **Taxes and Prorations.** Real estate taxes on the Property for the calendar year in which the Closing takes place shall be prorated as of 12:01 a.m. local time on the Closing Date. Seller shall be responsible (even after Closing) for paying all taxes (including previous reassessments) on the Property for the time period during which Seller owned the Property and shall indemnify the Buyer therefore. In addition, the following items shall also be prorated as of 12:01 a.m. local time on the Closing Date *[Select only those that apply to this transaction; the items not checked do not apply to this Agreement]*:

☐ Utilities ☐ Service Contracts ☐ Tenant Improvement Costs

☐ Rents ☐ Leasing Commissions ☐ Other: _____

☐ Other: _____ ☐ Other: _____

11. **Representations and Warranties.**

A. **Seller's Representations and Warranties.** As of the Binding Agreement Date and the Closing Date, Seller represents and warrants to Buyer that Seller has the right, power, and authority to enter into this Agreement and to convey the Property in accordance with the terms and conditions of this Agreement. The persons executing this Agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this Agreement and shall have the right, power, and authority to enter into this Agreement and to bind Seller. Seller also makes the additional representations and warranties to Buyer, if any, as indicated on Exhibit "D".

B. **Buyer's Representations and Warranties.** As of the Binding Agreement Date and the Closing Date, Buyer represents and warrants to Seller that Buyer has the right, power, and authority to enter into this Agreement and to consummate the transaction contemplated by the terms and conditions of this Agreement. The persons executing this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this Agreement and shall have the right, power, and authority to enter into this Agreement and bind Buyer. Upon Seller's request, Buyer shall furnish such documentation evidencing signor's authority to bind Buyer.

12. **Agency and Brokerage.**

A. **Agency.**

- (1) In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements, the Tennessee Real Estate Broker License Act of 1973, as amended, and the Tennessee Real Estate Commission rules and regulations.
- (2) A Designated Agent is one who has been assigned by the Managing Broker and is working as an agent for the Seller or Buyer in a prospective transaction, to the exclusion of all other licensees in the company.
- (3) An Agent for the Seller or Buyer is a type of agency in which the licensee's company is working as an agent for the Seller or Buyer and owes primary loyalty to that Seller or Buyer.
- (4) A Facilitator relationship occurs when the licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate for either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
- (5) A dual agency situation arises when an agent (in the case of designated agency) or a real estate firm (wherein the entire real estate firm represents the client) represents both the Buyer and Seller.
- (6) If one of the parties is not represented by a Broker, that party is solely responsible for their own interests, and that Broker's role is limited to performing ministerial acts for the unrepresented party.

B. **Agency Disclosure.**

(1) The Broker, if any, working with the Seller is identified on the signature page as the "Listing Company"; and said Broker is (Select One. The items not selected are not part of this Agreement):

☐ the Designated Agent for the Seller,

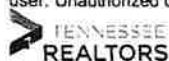
☐ the agent for the Seller,

☒ a Facilitator for the Seller, OR

☐ a dual agent.

(2) The Broker, if any, working with the Buyer is identified on the signature page as the "Selling Company", and said Broker is (Select One. The items not selected are not part of this Agreement):

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- ☐ the Designated Agent for the Buyer,
☐ the agent for the Buyer,
☒ a Facilitator for the Buyer, OR
☐ a dual agent.

(3) **Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above]* Seller and Buyer are aware that Broker is acting as a dual agent in this transaction and consent to the same. Seller and Buyer have been advised that:

1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could be, different or even adverse.
2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to the dual agent, to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law.
3. The Buyer and Seller do not have to consent to dual agency, and
4. The consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
5. Notwithstanding any provision to the contrary contained herein, Seller and Buyer each hereby direct Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position unless otherwise prohibited by law.

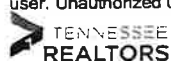
(4) **Material Relationship Disclosure.** *[Required with dual Agency]* The Broker and/or affiliated licensees have no material relationship with either client except as follows: _____. A material relationship means one of a personal, familial or business nature between the Broker and affiliate licensees and a client which would impair their ability to exercise fair judgment relative to another client.

Seller Initials _____ Buyer Initials _____

C. **Brokerage.** Seller agrees to pay Listing Broker at Closing the compensation specified by separate agreement. The Listing Broker will direct the closing agency/attorney to pay the Selling Broker, from the commission received, an amount, if any, in accordance with the terms and provisions specified by separate agreement. The parties agree and acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a third party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have the right to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs.

13. **Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not be responsible for any of the following, including but not limited to, those matters which could have been revealed through a survey, title search or inspection of the Property; the insurability of the Property or cost to insure the Property; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for any issues arising out of Buyer's failure to physically inspect the Property prior to entering into this Agreement and/or Closing; for building products and construction techniques; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community amenities; for proposed or pending condemnation actions involving the Property; for applicable boundaries of school districts or other school information; for the appraised or future value of the Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions and availability of financing; and for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them, that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the independent expert advice and counsel relative thereto. Buyer and Seller acknowledge that photographs, marketing

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materials, and digital media used in the marketing of the property may continue to remain in publication after Closing. Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing materials or digital media of which the Broker is not in control.

- 14. Destruction of Property Prior to Closing.** If the Property is destroyed or substantially destroyed prior to Closing, Seller shall give Buyer prompt notice thereof, which notice shall include Seller's reasonable estimate of: (1) the cost to restore and repair the damage; (2) the amount of insurance proceeds, if any, available for the same; and (3) whether the damage will be repaired prior to Closing. Upon notice to Seller, Buyer may terminate this Agreement within seven (7) days after receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have accepted the Property with the damage and shall receive at Closing (1) any insurance proceeds which have been paid to Seller but not yet spent to repair the damage and (2) an assignment of all unpaid insurance proceeds on the claim. Buyer may request in writing, and Seller shall provide within five (5) business days, all documentation necessary to confirm insurance coverage and/or payment or assignment of insurance proceeds.

15. Other Provisions.

A. Exhibits, Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date. This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement. It is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not have the authority to bind the Buyer, Seller or any assignee to any contractual agreement unless specifically authorized in writing within this Agreement. The parties hereby authorize either licensee to insert the time and date of the receipt of notice of acceptance of the final offer and further agree to be bound by such as the Binding Agreement Date following the signatory section of this Agreement, or Counter Offer, if applicable.

B. Survival Clause. Any provision herein contained, which by its nature and effect, is required to be performed after Closing shall survive the Closing and delivery of the deed and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter. Notwithstanding the above, the representations and warranties made in Exhibit "D" shall survive the Closing for a period of 120-days after the date of Closing.

C. Governing Law and Venue. This Agreement is intended as a contract for the purchase and sale of real property and shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.

D. Time of Essence. Time is of the essence in this Agreement.

E. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate; (3) the feminine shall mean the masculine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time is to be determined by the location of the Property. All references to time are deemed to be local time. **In the event a performance deadline**, other than the Closing Date (as defined in herein), Day of Possession (as defined herein), and Offer Expiration date (as defined herein), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall be extended to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any time period under this Agreement, the commencement day shall be the day following the initial date (e.g. Binding Agreement Date).

F. Responsibility to cooperate. Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the approval of the Closing documents by the parties shall constitute their approval of any differences between this Agreement and the Closing. The Buyer and Seller agree that if requested after Closing they will correct any documents and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.

G. Notices. Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person, (2) by a prepaid overnight delivery service, (3) by facsimile transmission (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5) Email. **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of

notice by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

H. Remedies. In the event of a breach of this Agreement, the non-breaching party may pursue all remedies available at law or in equity except where the parties have agreed to arbitrate. Notwithstanding the above, if Buyer breaches Buyer's obligations or warranties herein Seller shall have the option to request that Holder pay the Earnest Money/Trust Money to Seller, which if disbursed to Seller by Holder shall constitute liquidated damages in full settlement of all claims by Seller. Such liquidated damages are agreed to by the parties not to be a penalty and to be a good faith estimate of Seller's actual damages, which damages are difficult to ascertain. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies as a defense in the event of a dispute.

I. Equal Opportunity. This Property is being sold without regard to race, color, sex, religion, handicap, familial status, or national origin.

J. Termination by Buyer. In the event that Buyer legally and properly invokes Buyer's right to terminate this Agreement under any of the provisions contained herein, Buyer shall pay the sum of one hundred dollars (\$100.00) to Seller as consideration for Buyer's said right to terminate, the sufficiency and adequacy of which is hereby acknowledged. Earnest Money/Trust Money shall be disbursed according to the terms stated herein.

K. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

L. Construction. This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.

16. Exhibited and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum shall control:

- ☒ Exhibit "A" Legal Description
- ☐ Exhibit "B" Due Diligence Documents
- ☐ Exhibit "C" Addition to Seller's Closing Documents
- ☐ Exhibit "D" Seller's Warranties and Representations

17. Special Stipulations. The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

Sale shall close at a mutually agreeable location 30-days after the Due Diligence Period. The cash payable to the Seller shall be \$13,000.00 per acre. Seller shall get an MAI Appraisal and has the right to claim the excess value as a donation. Seller shall have the right to occupy the garage and office for 12-months, rent free. Seller shall be responsible for all maintenance and shall carry liability insurance.

☐ (Mark box if additional pages are attached.)

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18. **Method of Execution.** The parties agree that signatures and initials transmitted by a facsimile, other photocopy transmittal, or by transmittal of digital signature as defined by the applicable State or Federal Law will be acceptable and may be treated as originals and that the final Commercial Purchase and Sale Agreement containing all signatures and initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal Law.

19. **Time Limit of Offer.** This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not countered or accepted by 5 o'clock ☒ a.m./☐ p.m. local time on the 19 day of May, 2023.

LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have any questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

NOTE: Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have received a copy of this Agreement.

Buyer hereby makes this offer.

BUYER City of Morristown

By: A.W. Cox

Title: CITY ADMINISTRATOR

Entity: _____

5/12/23 at 8 o'clock ☒ a.m./ ☐ p.m.
Offer Date

BUYER

By: _____

Title: _____

Entity: _____

_____ at _____ o'clock ☐ a.m./ ☐ p.m.
Offer Date

Seller hereby:

- ☒ **ACCEPTS** – accepts this offer.
☐ **COUNTERS** – accepts this offer subject to the attached Counter Offer(s).
☐ **REJECTS** – rejects this offer and makes no counter offer.

SELLER Kenneth Tilman

By: Kenneth Tilman

Title: _____

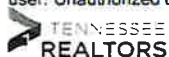
Entity: _____

5/15/23 at _____ o'clock ☐ a.m./ ☐ p.m.
Date

SELLER Elizabeth Tilman

By: _____

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392 Title: _____
393 Entity: _____
394 5/15/23 at _____ o'clock ☐ am/ ☐ pm
395 Date
396

397 **Binding Agreement Date.** This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date")
398 the last offeror, or licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was
399 received by [Signature] on 5/15/23 at _____ o'clock ☐ am/ ☐ pm

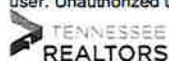
For Information Purposes Only:

LeBel Commercial Realty
Listing Company
Paul M. LeBel
Independent Licensee
paul@lebelcommercial.com
Licensee Email
Licensee Cellphone No.

LeBel Commercial Realty
Selling Company
Paul M. LeBel
Independent Licensee
paul@lebelcommercial.com
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