

WORK SESSION
May 16, 2023
4:00 p.m.

1. Agenda Review and Citizen Forum

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
May 16, 2023
5:00 p.m.

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Reverend Mark Campbell, Morristown Police Dept. Master 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. May 2, 2023
2. May 8, 2023 Sine Die

9. **OLD BUSINESS**

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

10. **NEW BUSINESS**

- 10-a. **Resolutions**

10-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
Entitled an Ordinance to annex certain territory and to incorporate same within the corporate boundaries of the city of Morristown, Tennessee. Annexation of a portion of Snyder Road and Hamblen County Tax Parcel ID # 034D D 002.00 currently addressed as 425 Snyder Road.
{Public Hearing Date June 6, 2023}
2. Ordinance No. _____
Entitled an Ordinance to amend the municipal code of the city of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID #s 032034P A 00200 and 032034P A 00201 from CB (Central Business District) to IB (Intermediate Business District (325 W. Morris Boulevard).
{Public Hearing Date June 6, 2023}
3. Ordinance No. _____
Being an Ordinance of the City Council of Morristown, Tennessee amending Title 14 (Zoning and Land Use Control), Chapter 2, General Provisions, Chapter 4, Planned Residential Development District, and Chapter 10, Intermediate Business District), of the Morristown Municipal Code (RV Campgrounds).
{Public Hearing Date June 6, 2023}
4. Ordinance No. _____
Entitled an Ordinance to annex certain territory and to incorporate same within the corporate boundaries of the city of Morristown, Tennessee. Annexation of the remainder of Hamblen County Tax Parcel ID #050 09401 000, approximately 5.4 acres along S. Davy Crockett Parkway.
{Public Hearing Date June 6, 2023}
5. Ordinance No. _____
Entitled an Ordinance to amend the municipal code of the city of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 050 094.01 from IB (Intermediate Business District) to RP-1-2 (Planned Residential District) (property located along S. Davy Crockett Parkway).
{Public Hearing Date June 6, 2023}

10-c. Awarding of Bids/Contracts

1. Approve a ground lease between the City of Morristown and Angelo Sorce to allow for the construction of a hangar immediately west of the Gate 4 drive entrance. The Morristown Regional Airport Commission recommended approval on August 22, 2022.
2. Approve the repair of Fire Truck Unit #479 from Safe Industries estimated in the amount of \$11,116.81.

3. Authorize the purchase of three parcels known as 112 West 2nd North Street, per the attached contract, for \$119,900.
4. Authorize purchase of two (2) 2024 T480 Series Kenworth Conventional Brush trucks with Pac Mac KB20-HJ/1824 brush loaders via statewide contract (#200) totaling \$511,212.50.
5. Accept the quote from The Clean-Living Company and authorize the one-time procurement of flooring restoration services for City Center totaling \$27,950.00.
6. Approval to declare Police Vehicle #362, 2012 Dodge Charger, as surplus and accept a total loss insurance payment of \$12,146.48 (VIN#2C3CDXAG3KH545294).
7. Accept the bid for Talley Ward Recreational Center masonry work, award the bid to ABG Caulking & Waterproofing, and authorize the City Administrator to enter into an agreement with ABG Caulking & Waterproofing totaling \$50,000.00.
8. Acknowledge receipt of bids for upfitting/equipping of fire vehicles, accept the bid from Southeast Apparatus as the best and most qualified bid and authorize the one-time procurement of services/equipment from Southeast Apparatus to upfit two (2) Fire Department vehicles totaling \$12,560.00.
9. Authorize the City Administrator to enter into a three (3) year agreement with Murrell Burglar Alarms to provide burglar alarm monitoring services for the City of Morristown Police Department Impound Lot in the amount of \$298.44 per month.

10-d. Board/Commission Appointments

1. City Council appointment(s) or reappointment(s) to the Parks and Recreation Advisory Board for a three (3) year term to expire June 1, 2026; terms expiring Paul Lynch, Leah DeCesare and Steve Canter.
2. Mayor or Mayor's Designee to the Morristown-Hamblen Humane Society (appointed annually) term to expire on May 15, 2023; term expiring Willie Santana.
3. Mayor appointment to Finance Committee to fill the unexpired term of Ken Smith; term expiring December 31, 2023
4. City Council appointment to the Ambulance Authority of a Councilmember to the Ambulance Authority Board of Directors to fill the tenure term of Councilmember Ken Smith.

10-e. New Issues

11. CITY ADMINISTRATOR’S REPORT

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

**WORK SESSION
May 16, 2023**

1. FY 24 Budget

City Council Meeting/Holiday Schedule.

May 19, 2023	Friday	9:00 a.m.	City Council Work Session – Morristown Landing 4355 Durham Landing
May 29, 2023	Monday		City Center Closed – Observance of Memorial Day
June 6, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
June 6, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
June 6, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
June 20, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
June 20, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 4, 2023	Tuesday		City Center Closed – Observance of Independence Day
July 6, 2023	Thursday	4:00 p.m.	Council Agenda Review & Citizen Forum
July 6, 2023	Thursday	5:00 p.m.	Regular City Council Meeting with Work Session
July 20, 2023	Thursday	4:00 p.m.	Council Agenda Review & Citizen Forum
July 20, 2023	Thursday	5:00 p.m.	Regular City Council Meeting with Work Session
August 1, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
August 1, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
August 1, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
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, 20223	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

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
May 2, 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., Tuesday, May 2, 2023, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present; Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith.

Reverend Ventrus Norfolk led in the invocation. Councilmember A'Hearn led the "Pledge of Allegiance".

Councilmember A'Hearn made a motion to adopt the May 2, 2023 agenda as presented. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided. Linda Noe spoke.

Councilmember A'Hearn made a motion to approve the April 18, 2023 minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Resolution No. 2023-05. No one spoke.

Councilmember Bivens made a motion to approve Resolution No. 2023-05 Plan of Services. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

**Resolution No. 2023-05 Plan of Services
Resolution Adopting a Plan of Services for the annexation of
4126 Marthas Vineyard.**

A Public Hearing was held relating to Ordinance No. 4743. No one spoke.

Councilmember Senter made a motion to approve Ordinance No. 4743 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye."

Ordinance No. 4743

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 Lots 31 and 32 of Property of Mrs. Rinda J. Stubblefield as shown by plat of same in Plat Cabinet B, Slide 106 (formerly PlatBook2, page 114) in the Registers Office of Hamblen County, Tennessee (4126 Marthas Vineyard).

A Public Hearing was held relating to Ordinance No. 4744. No one spoke.

Councilmember Smith made a motion to approve Ordinance No. 4744 on second and final reading. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye."

Ordinance No. 4744

Entitled an Ordinance to amend the municipal code of the city of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID #'s 032047E C 01400 and 032047E C 00804 (located on Collinson Ford Road) from IB (Intermediate Business District) to R-2 (Medium Density Residential District).

Councilmember Pedigo made a motion to acknowledge receipt of qualifications, and authorize the City Administrator to negotiate an agreement with Champion Data Systems (Champ) in an amount not to exceed \$40,000 for the design, hardware and software procurement, installation, and implementation of a system enabling the recording and streaming of City Council meetings, including agenda and minutes integration. To be paid from Council Contingency. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to authorize the purchase of the Tyler Content Manager software as a service from Tyler Technologies with implementation and first year of service in an amount not to exceed \$14,594 and an annual recurring fee of \$6,794. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to authorize the purchase of the Enterprise Asset Manager/Work Order System license and software as a service from Tyler Technologies with implementation and first year of service in an amount not to exceed \$71,177 and an annual recurring fee of \$16,077. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to authorize the purchase of the Rec Desk software as a service for the Parks & Recreation Department in an amount of \$7,300 per year. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the Community Development Block Grant CDBG Annual Action Plan for the 2023-2024 Plan Year. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the Environmental Systems Research Institute, Inc. (ESRI) Contract for three (3) year term in the amount of \$56,700 per year for a total contract price of \$170,100 for the Morristown-Hamblen Geographic Information System. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve an 18-month lease of Lot 69R1 with AllWaste Onsite, LLC, consisting of 6.6564 acres in the East Tennessee Valley Industrial District at \$5,000 per month with an option for the lessee to purchase the property any time during the duration of the lease or at the conclusion of the lease for \$14,000 per acre. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to reappoint Debra Williams to the Property Maintenance Board of Appeals for a three (3) year term to expire June 1, 2026. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Chesney postponed the Mayor's Designee to the Morristown-Hamblen Humane Society to the May 16, 2023 City Council meeting.

Mayor Chesney appointed Dr. Alpha Alexander to the Morristown Regional Planning Commission to fill the unexpired term of William Thompson; term expiring March 1, 2024.

Councilmember Bivens made a motion to approve adding Friday, December 22, 2023 as a City Holiday. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Mayor Gary Chesney adjourned the May 2, 2023, Morristown City Council meeting at 5:29 p.m.

Mayor

Attest:

City Administrator

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
MAY 8, 2023**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in “Sine Die” session at the regular meeting place of the council in the Morristown City Center at 5:00 p.m., Monday, May 8, 2023 with Honorable Mayor Gary Chesney presiding and the following named Councilmembers present; Al A’Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith.

Councilmember A’Hearn made a motion to approve the certification of the May 2, 2023 City Election results as spread below. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

MAYOR	Gary Chesney Rob Burke	810 Elected 701
COUNCILMEMBER AT LARGE	Joseph Senter Ken Smith	740 Elected 709
COUNCILMEMBER WARD #2	Chris Biven Katy Tindall Close	851 Elected 614
COUNCILMEMBER WARD #4	Al A’Hearn	1,060 Elected

Councilmember Pedigo made a motion to adjourn the “Sine Die”. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Judge Blake Sempkowski administered the Oath of Office to Mayor Gary Chesney, Councilmembers Joseph Senter, Chris Bivens, and Al A’Hearn.

Mayor Chesney adjourned the May 8, 2023 “Sine Die” City Council meeting at 5:14 p.m.

Mayor

Attest:

City Administrator

The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Lori Matthews
DATE: May 16th, 2023
REQUEST: Annexation Request

Staff has received a request for annexation by the Hamblen County Board of Education of 425 Snyder Road which is located off East Morris Boulevard just past Frank Lorino Park. Also included in the request will be approximately 200 feet of Snyder Road. The Board of Education will be converting the 1-acre lot and former union building for school purposes.

The Plan of Services (attached) states that Morristown Utilities will provide all utility services to include sanitary sewer and water. The zoning designation of the land, if annexed, will be R-2 (Medium Density Residential).

As the request area is both within the Urban Growth Boundary Area and will be contiguous to the corporate limits of Morristown, Staff is in favor of this request.



RECOMMENDATION:

Staff asked the Planning Commission to forward the request and Plan of Services to City Council to approve at their May 9th meeting, which was voted in favor of.

ORDINANCE NO. _____

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

Annexation of a portion of Snyder Road and Hamblen County Tax Parcel ID # 034D D 002.00, currently addressed as 425 Snyder Road, the general location being shown on the attached exhibit A;

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

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

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

1. **PURSUANT** to authority conferred by Section 6-15:102 of the Tennessee Code Annotated, there is hereby annexed to the City of Morristown Tennessee and incorporated within the corporate boundaries thereof, the following described territory:
2. Medium Density Residential (R-2) zoning shall be applied upon adoption of the annexation area.
3. This Ordinance shall become operative thirty days after its passage or as otherwise provided for in Chapter 113, Public Acts of Tennessee, 1955.
4. This Ordinance shall become effective from and after its passage, the public welfare requiring it.

PASSED ON FIRST READING THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY ADMINISTRATOR

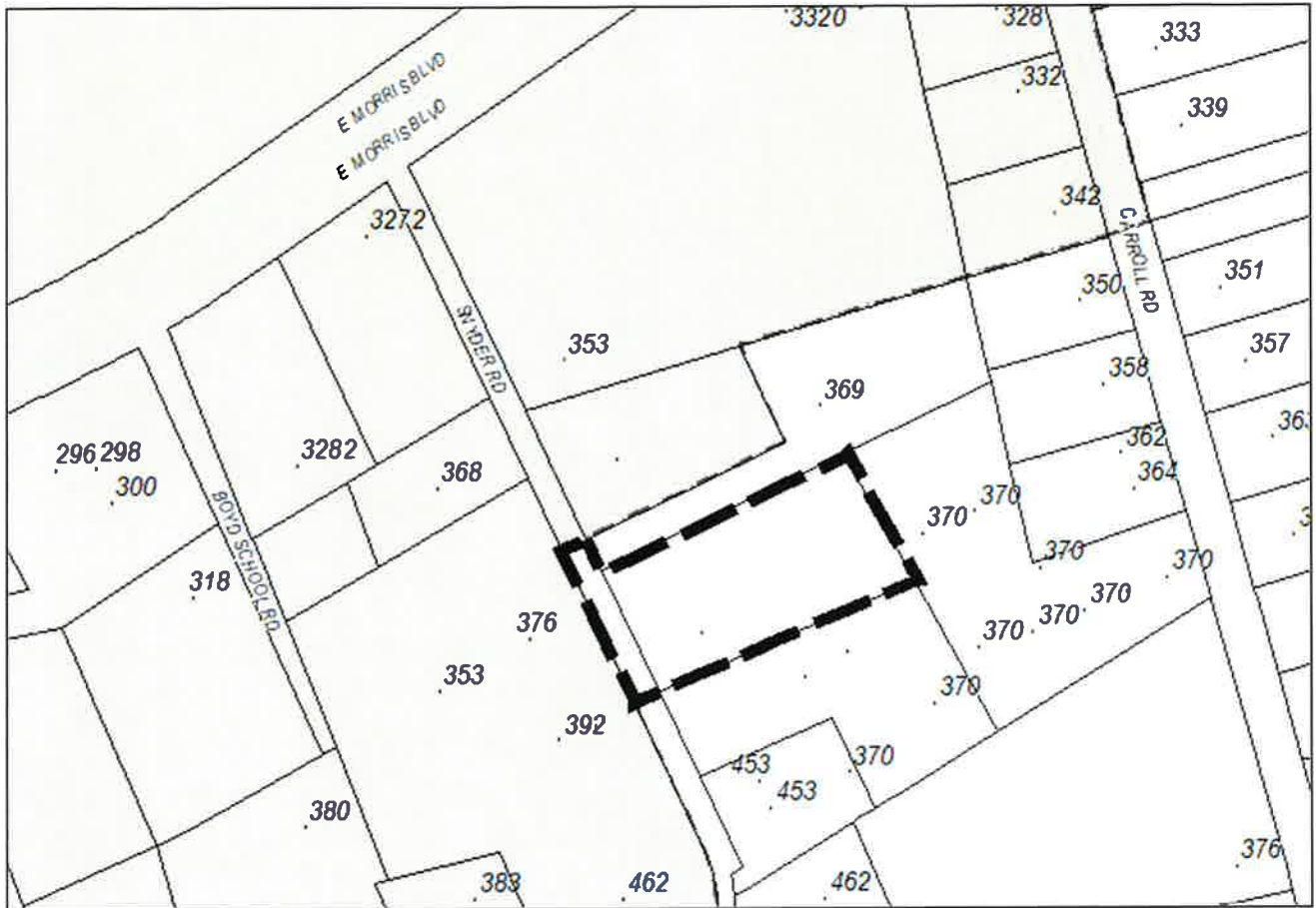
PASSED ON SECOND READING THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY ADMINISTRATOR

EXHIBIT A:



PLAN OF SERVICES

RESOLUTION NO. 2023-_____

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF 425 SNYDER ROAD AND ADJOINING SNYDER ROAD RIGHTS-OF-WAY.

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:

Being that property addressed as 425 Snyder Road along with approximately 200 linear feet of Snyder Road Rights-of-way, more or less, from the existing City Limits to the southern property line of 425 Snyder Road, the general location being shown on the attached exhibit A;

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

Police Protection

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

Fire Protection

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

Water Service

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.

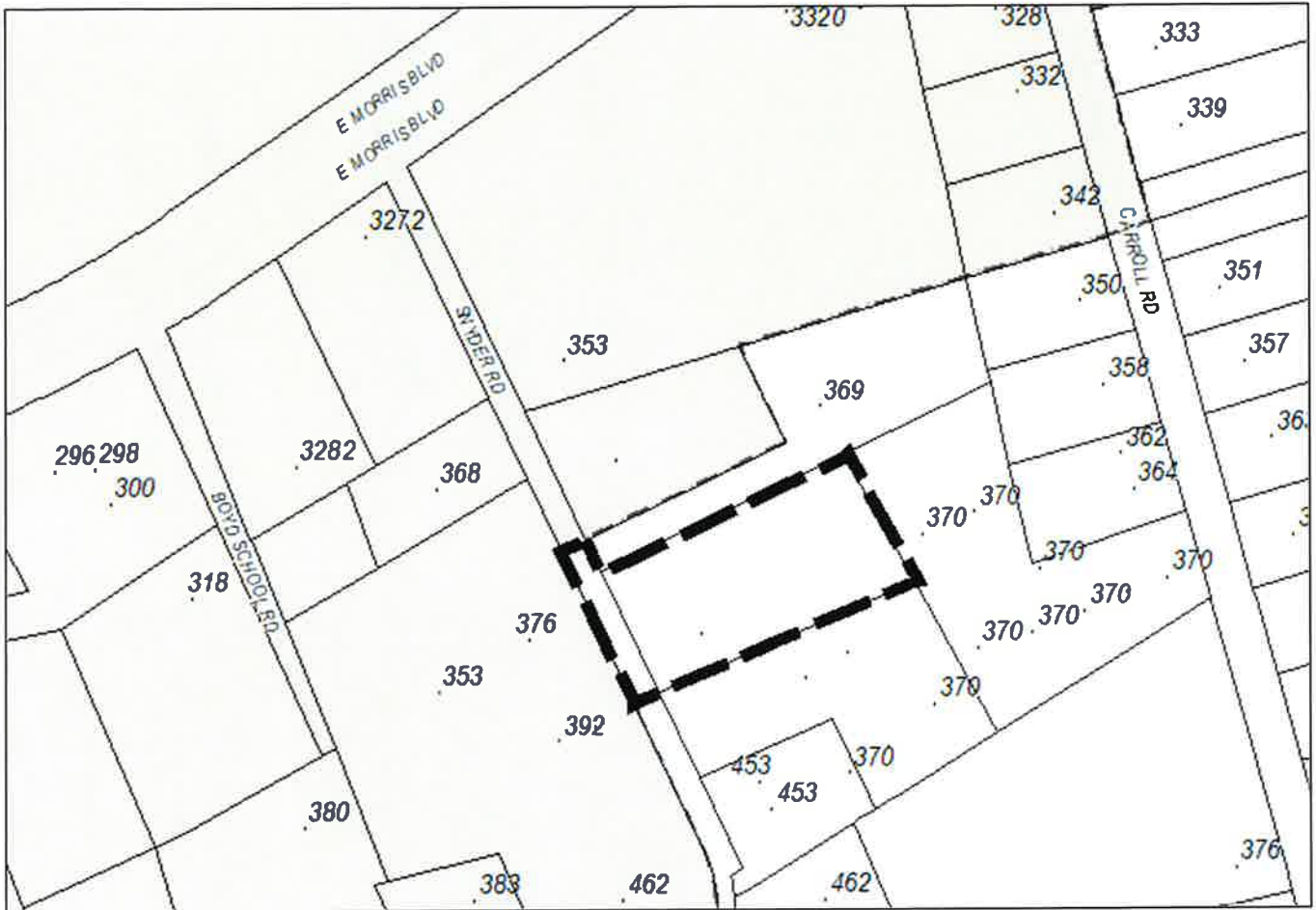
Section II. This Resolution shall become effective from and after its adoption.

Passed on this _____ day of _____, 2023.

Mayor
ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning

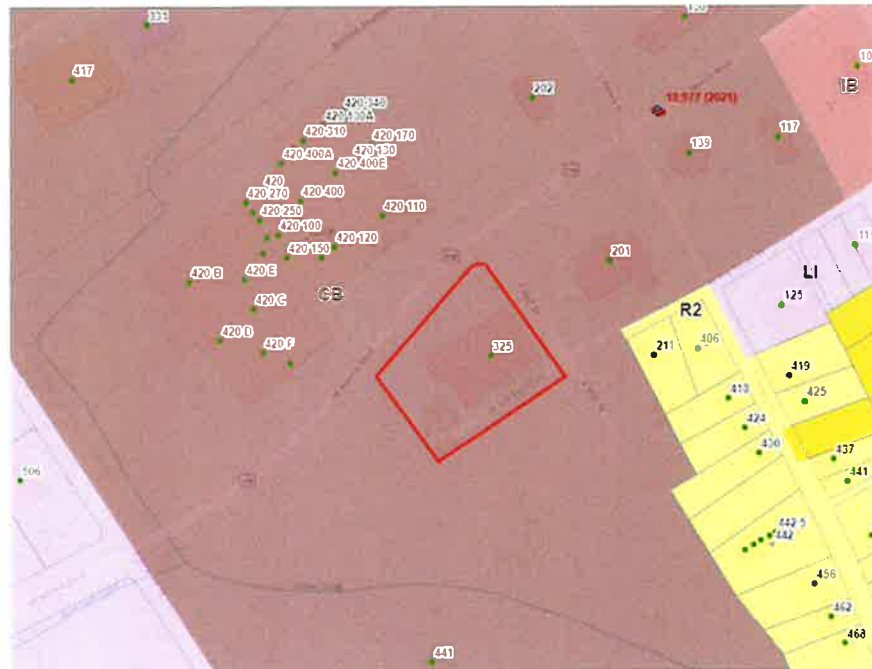


TO: Morristown City Council
FROM: Josh Cole, Senior Planner
DATE: May 16th, 2023
SUBJECT: Rezoning Request from CB to IB
325 W. Morris Boulevard

BACKGROUND:

Staff has received a request from the property owner of 325 W. Morris Boulevard to rezone their property from CB (Central Business District) to IB (Intermediate Business District).

This subject parcel is slightly over 1.3 acres in size and currently contains the former As-Is retail business and soon to be Tri-Star Physical Therapy building. It has Fred Miller Park to the west and south, Healthstar to the north across W. Morris Boulevard, and Regions bank to the east. The reason given for the request is that the applicant is seeking to place a sign that is taller than what is permitted in the CB district but would be permissible in the IB district.



RECOMMENDATION:

Although this property is zoned CB, it is located on a major 4-lane corridor and most of the nearby properties on this corridor are all suburban in development style and not the typical urban style seen in the downtown. Thus, staff recommends the rezoning to IB and Planning Commission supported this request by a 9-0 margin.

ORDINANCE NO. _____

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

Annexation of a portion of Snyder Road and Hamblen County Tax Parcel ID # 034D D 002.00, currently addressed as 425 Snyder Road, the general location being shown on the attached exhibit A;

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

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

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

1. PURSUANT to authority conferred by Section 6-15:102 of the Tennessee Code Annotated, there is hereby annexed to the City of Morristown Tennessee and incorporated within the corporate boundaries thereof, the following described territory:
2. Medium Density Residential (R-2) zoning shall be applied upon adoption of the annexation area.
3. This Ordinance shall become operative thirty days after its passage or as otherwise provided for in Chapter 113, Public Acts of Tennessee, 1955.
4. This Ordinance shall become effective from and after its passage, the public welfare requiring it.

PASSED ON FIRST READING THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY ADMINISTRATOR

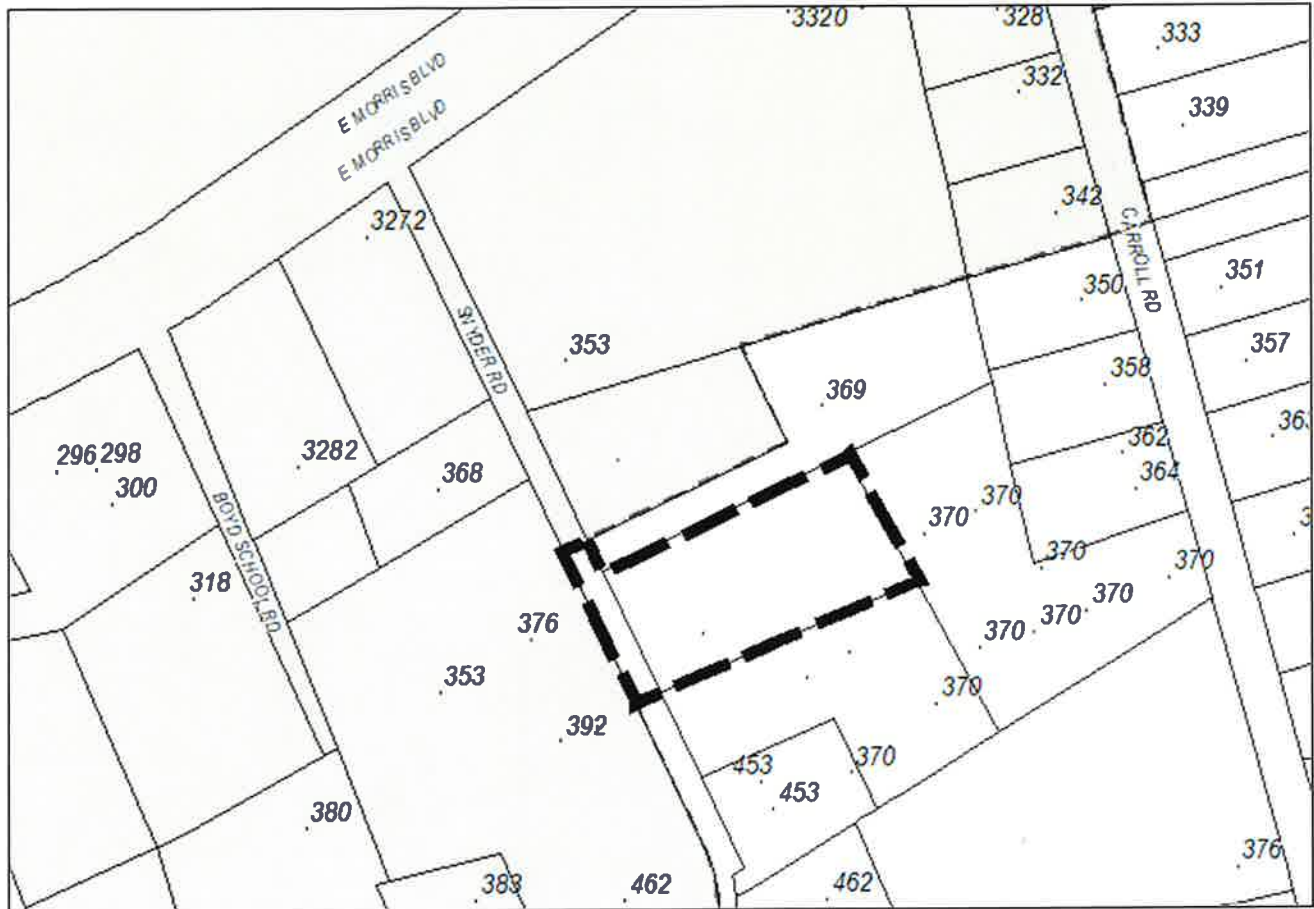
PASSED ON SECOND READING THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY ADMINISTRATOR


EXHIBIT A:



The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Steve Neilson, Development Director 
DATE: May 16, 2023
REQUEST: Text Amendment – RV Campgrounds

Staff has received a request for an RV campground in the city. Currently, there are no regulations which allow them. In researching regulations, Staff looked around the region and found most ordinances were similar. They all parroted language found in the T.C.A. § 68-110, the State's rules regulating campgrounds. Wanting to create similar regulations, but above the State's minimum standards, Staff included regulations such as greater buffers, wider street standards, and larger camp sites.

The main elements of the ordinance are:

- Campground locations will be limited to collector and arterial streets. Staff felt it was important to keep RV traffic out of residential neighborhoods.
- Limiting RV campgrounds to the RP-1, Planned Residential District and the IB- Intermediate Business District as a Use on Review. This would require approval by the Board of Zoning Appeals.
- The minimum area for a RV campground shall be five (5) acres.
- Campgrounds shall be prohibited within any overlay district. Exit 8 or Merchant Greene
- A vehicle shall not remain in the campground for more than ninety days in any three-hundred-sixty-five day period.
- Accessory structures permanently attached to the ground on individual campsites shall be prohibited.

The Planning Commission voted unanimously to forward this on to the City Council for approval.

RECOMMENDATION:

Staff recommends approval of this text amendment.

CHAPTER 2

14-227– COMMERCIAL RV CAMPGROUNDS

1. PURPOSE AND SCOPE

The purpose of these regulations is to ensure that Commercial Recreational Vehicle (RV) campgrounds are developed so as to provide safe and sanitary living conditions for the occupants of the park while creating a minimum impact on the surrounding properties.

2. GENERAL PROVISIONS

- A. Minimum lot size requirement: The minimum development site for a Commercial campground shall be five (5) acres.
- B. No recreational vehicle or tent site shall be closer than a minimum of fifty (50) feet from the front property line or twenty-five (25) feet from the side or rear property lines.
- C. The campground shall have direct access to a collector or arterial street.
- D. The campground shall not be located within any overlay district.
- E. Permitted uses and activities: The following uses, vehicles, and activities shall be permitted in all Commercial Campgrounds.
 - a. Recreational vehicles, travel trailers, pick-up coaches, motor homes, camping trailers, camping cabins (not to exceed 25% of the total sites), and tents suitable for temporary habitation and used for travel, vacation and recreation purposes provided:
 - 1. Underpinning or the removal of wheels, except for the temporary purpose of repair or stabilizing, is prohibited.
 - 2. Accessory structures permanently attached to the ground such as carports or cabanas associated with individual campsites, shall be prohibited.
 - b. A vehicle shall not remain in a Commercial Campground for more than ninety (90) days in any three-hundred-sixty-five (365) day period except:
 - c. Camp Employees: Each Commercial Campground may have campsites available for camp employees directly employed by the campground.

F. Accessory Uses: Management Offices, toilets, dumping stations, showers, swimming pools, coin operated laundry facilities, commercial uses exclusive to the park that cater to camp patrons only, and structures which are customarily incidental and subordinate to the operation of a commercial campground are permitted as accessory uses to the park.

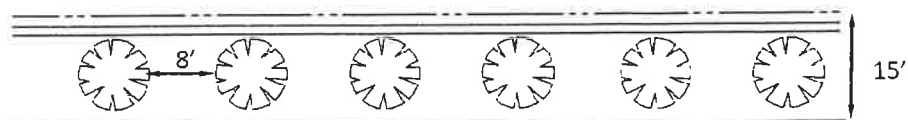
G. Prohibited uses and structures:

- a. Mobile homes.
- b. Permanent residences, excluding the accessory use of a resident management structure.

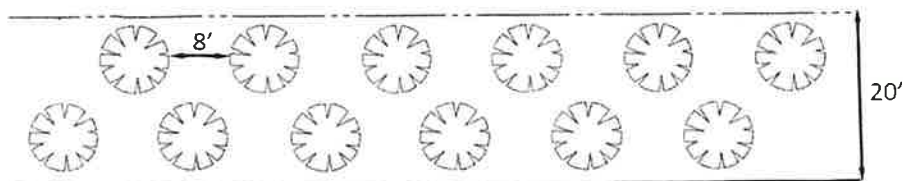
H. Design standards for Commercial RV Campgrounds. All commercial campgrounds shall meet the following requirements in addition to other requirements in specific zones.

- a. Density. The maximum number of campsites shall be controlled through this section and environmental health department approval.
- b. Access and location criteria:
 - 1. Commercial Campgrounds shall be limited to the RP-1, Planned Residential and IB, Intermediate Business Districts.
 - 2. Entrances and exits to the campgrounds shall be designed for safe and convenient movement of traffic into and out of the park and to minimize traffic conflict and facilitate free movement of traffic on adjacent streets. All traffic into and out of the park shall be thru such entrances and exits. Curb radii, driveway cut and placement at intersections shall have a minimum of fifty (50) feet turning radius and exits shall be designed to allow ingress and egress simultaneously.
 - 3. Deceleration lanes may be required at the entrance of the campground, if recommended by the City or the Tennessee Department of Transportation (TDOT).
- c. Internal Roadways. All internal roadways shall meet the following requirements:
 - 1. All internal roadways shall have a hard surface of either asphalt or concrete.
 - a) Asphalt roadways shall be constructed with a minimum of three (3) inches of base gravel with an inch and a three quarter (1.75) binder layer, and an inch and a quarter asphalt top layer.
 - b) Concrete roadways shall be constructed with a minimum of four (4) inches of base gravel with (5) five inch concrete surface.
 - c) Roadway grades shall not exceed thirteen (13) percent.

2. An erosion control plan shall also be required.
 3. All internal roadways shall have a minimum width of no less than twenty (20) feet for one-way traffic and no less than twenty-six (26) feet for two way traffic.
- d. Check-in Facility. Designate on the site plan a central vehicle check-in facility with the queuing capacity for a minimum of three (3) Commercial RV vehicles, to ensure check-in does not become congested.
 - e. Parking for workers and guests. Parking spaces shall be provided for the manager and camp workers. A minimum of one (1) parking space for each worker and one (1) guest parking space shall be provided for every five (5) campsites.
 - f. Sewage Disposal. All campgrounds will be required to be connected to a public sewer system or have a subsurface sewage disposal system approved by the Health Department.
 - g. Any site plan shall address provision for fire service with fire hydrants and adequate access for emergency vehicles within the development.
 - h. Any site plan shall address garbage service, particularly if common receptacles are used in which case screening of receptacles shall be required.
 - i. Lighting. All campgrounds shall be designed to meet the current outdoor lighting standards found in Chapter 32, Exterior Lighting.
 - j. One of the following landscape buffers will be required along all property lines abutting residential uses or residentially zone property.
 1. Property owners shall maintain a minimum 15-foot grassed perimeter along the adjoining property line(s) to include a single row of evergreen trees with 6 foot fencing; (trees shall be on 8 foot centers).



2. Property owners shall maintain a minimum 20-foot grassed perimeter along the adjoining property line(s) to include a staggered row of 6 foot tall evergreen trees at planting (trees shall be on 8 foot centers).



3. Natural vegetation may substitute for the required buffer if it is determined by the City Horticulturist that the existing vegetation provides a suitable buffer.

- k. Must meet the minimum standards under T.C.A. Organized Camps § 68-110.

I. Design Requirements for Recreational Vehicle Campsites and Tent Campsites.

a. Recreational Vehicle Campsite.

1. All campsites shall have a minimum area of 1,800 square feet.
2. A commercial campsite shall be designed so there is a minimum of ten (10) feet between recreational vehicles.
3. Each campsite shall contain a paved or concrete stabilized recreational vehicular parking pad.
4. No building, decks, or storage sheds are permitted on individual commercial campsites.
5. Commercial campsites shall include a minimum of one (1) automobile vehicle parking space with minimum dimensions of ten (10) feet by twenty (20) feet.
6. Each campsite shall have access to at least one internal roadway.
7. One Canopy Tree shall be required per campsite.

b. Tent Campsite.

1. All tent campsites shall have a minimum area of 1,400 square feet.
2. Tent campsites shall include a minimum of one (1) automobile parking space with minimum dimensions of ten (10) feet by twenty (20) feet.
3. Each campsite shall have access to at least one internal roadway.
4. Tent campsites shall be set back at least thirty (30) feet from any riverbank or stream bank.

5. One Canopy Tree shall be required per tent campsite.

c. Camping Cabin sites.

1. All camping cabin sites shall have a minimum area of 1,400 square feet.

2. A camping cabin site must be designed so there is a minimum of twenty (20) feet between camping cabins.

3. No storage sheds are permitted on an individual camping cabin site.

4. Camping cabin sites shall include a minimum of one (1) automobile vehicle parking space with minimum dimensions of ten (10) feet by twenty (20) feet.

5. Each camping cabin site shall abut at least one internal roadway within the boundaries of the Commercial Park and Campground. Ingress and egress to the campsite shall be limited to an internal roadway.

6. One Canopy Tree shall be required per cabin site.

H. Stormwater erosion control, peak flow control, post-construction pollutants treatment must be provided per City requirements.

14-203. DEFINITIONS

CAMPING CABIN: small cabins/tiny homes located within a campground that are intended for temporary shelter, and includes sleeping quarters, in some cases a bathroom, and kitchens.

COMMERCIAL RV CAMPGROUNDS:

Real property made available to persons specifically for camping, whether by tent, trailer, camper, cabin, recreational vehicle, or similar device and includes the outdoor recreational facilities located on the real property. Must provide safe, permitted and customary access to potable water and sanitation facilities. Does not include a manufactured home community or mobile home park.

RESIDENTIAL CAMPING: To pitch, erect, create, use, or occupy such facilities which may include but are not limited to: sleeping bags, boxes, blankets, tents, tarps, huts, temporary shelters or vehicles not otherwise intended for sleeping for the purpose of habitation, as evidenced by the use of such facilities, not to exceed seven (7) consecutive days and not to exceed fourteen (14) total days in any calendar year. Camping as defined here does not include the use of recreational vehicles, camper vans, camper trailers or the like and is limited to an accessory use to a single- family residence which must have active/ functioning utilities.

Chapter 4 – (RP-1) Planned Residential Development District

14-403

14. Commercial Campgrounds (Provided it meets the requirements under Section 14-227).

Chapter 10 – (IB) Intermediate Business District

14-1003. USES PERMITTED ON REVIEW

15. Commercial Campgrounds

a. Meets the requirements under Section 14-227

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

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14 (Zoning and Land Use Control), Chapter 2, GENERAL PROVISIONS, Chapter 4, Planned Residential Development District, and Chapter 10, Intermediate Business District be amended to include the following:

14-203. DEFINITIONS

CAMPING CABIN: small cabins/tiny homes located within a campground that are intended for temporary shelter, and includes sleeping quarters, in some cases a bathroom, and kitchens.

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14-227– COMMERCIAL RV CAMPGROUNDS

1. PURPOSE AND SCOPE

The purpose of these regulations is to ensure that Commercial Recreational Vehicle (RV) campgrounds are developed so as to provide safe and sanitary living conditions for the occupants of the park while creating a minimum impact on the surrounding properties.

2. GENERAL PROVISIONS

- A. Minimum lot size requirement: The minimum development site for a Commercial campground shall be five (5) acres.
- B. No recreational vehicle or tent site shall be closer than a minimum of fifty (50) feet from the front property line or twenty-five (25) feet from the side or rear property lines.
- C. The campground shall have direct access to a collector or arterial street.
- D. The campground shall not be located within any overlay district.

E. Permitted uses and activities: The following uses, vehicles, and activities shall be permitted in all Commercial Campgrounds.

- a. Recreational vehicles, travel trailers, pick-up coaches, motor homes, camping trailers, camping cabins (not to exceed 25% of the total sites), and tents suitable for temporary habitation and used for travel, vacation and recreation purposes provided:
 - 1. Underpinning or the removal of wheels, except for the temporary purpose of repair or stabilizing, is prohibited.
 - 2. Accessory structures permanently attached to the ground such as carports or cabanas associated with individual campsites, shall be prohibited.
- b. A vehicle shall not remain in a Commercial Campground for more than ninety (90) days in any three-hundred-sixty-five (365) day period except:
- c. Camp Employees: Each Commercial Campground may have campsites available for camp employees directly employed by the campground.

F. Accessory Uses: Management Offices, toilets, dumping stations, showers, swimming pools, coin operated laundry facilities, commercial uses exclusive to the park that cater to camp patrons only, and structures which are customarily incidental and subordinate to the operation of a commercial campground are permitted as accessory uses to the park.

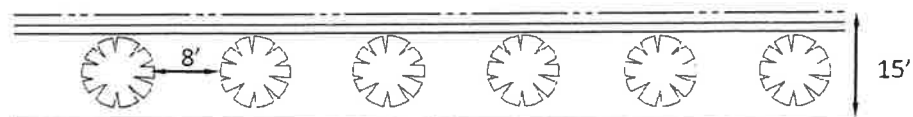
G. Prohibited uses and structures:

- a. Mobile homes.
- b. Permanent residences, excluding the accessory use of a resident management structure.

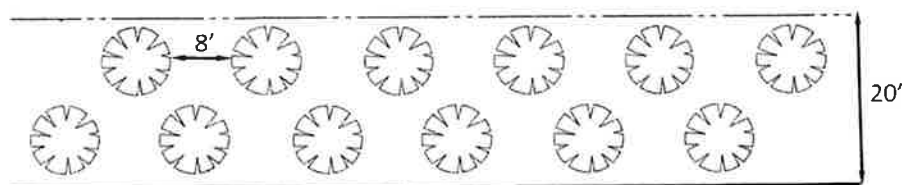
H. Design standards for Commercial RV Campgrounds. All commercial campgrounds shall meet the following requirements in addition to other requirements in specific zones.

- a. Density. The maximum number of campsites shall be controlled through this section and environmental health department approval.
- b. Access and location criteria:
 - 1. Commercial Campgrounds shall be limited to the RP-1, Planned Residential and IB, Intermediate Business Districts.
 - 2. Entrances and exits to the campgrounds shall be designed for safe and convenient movement of traffic into and out of the park and to minimize traffic conflict and facilitate free movement of traffic on adjacent streets. All traffic into and out of the park shall be thru such entrances and exits. Curb radii, driveway cut and placement at intersections shall have a minimum of fifty (50) feet turning radius and exits shall be designed to allow ingress and egress simultaneously.

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 1. All internal roadways shall have a hard surface of either asphalt or concrete.
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 2. An erosion control plan shall also be required.
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2. Property owners shall maintain a minimum 20-foot grassed perimeter along the adjoining property line(s) to include a staggered row of 6 foot tall evergreen trees at planting (trees shall be on 8 foot centers).



3. Natural vegetation may substitute for the required buffer if it is determined by the City Horticulturist that the existing vegetation provides a suitable buffer.

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Chapter 4 – (RP-1) Planned Residential Development District

14-403

14. Commercial Campgrounds (Provided it meets the requirements under Section 14-227).

Chapter 10 – (IB) Intermediate Business District

14-1003. USES PERMITTED ON REVIEW

15. Commercial Campgrounds (Provided it meets the requirements under Section 14-227).

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

Passed on first reading the _____ day of _____, 2023.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the _____ day of _____, 2023.

Mayor

ATTEST:

City Administrator

The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Steve Neilson, Development Director *SN*
DATE: May 16, 2023
REQUEST: Annexation along S. Crockett Pkwy

BACKGROUND:

Staff has received a request from David Quillen, the agent for the property, to annex approximately 5.4 acres along S. Crockett Parkway. The subject area is an unincorporated portion of property currently in the City and is under consideration to be rezoned from IB, Intermediate Business to RP-1, Planned Residential District. The reason for the annexation request is to allow this area to be included as part of a proposed RV campground/tiny home community, the applicant hopes to develop.



The Planning Commission voted unanimously to forward this on to the City Council for approval.

RECOMMENDATION:

Staff is in support of this requests and would recommend approval of this request..

ORDINANCE NO. _____

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

Annexation of the remainder of Hamblen County Tax Parcel ID #050 09401 000, as better described by the boundary below, containing approximately 5.4 acres, the general location being shown on the attached exhibit A;

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

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

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

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

That portion of Hamblen County Tax Parcel ID # 050 09401 000 located to the north of a 150' TVA Transmission line easement and as bounded by the following calls: Starting at a northern point shared by properties, Three D, Inc., James E. Moore Estate and William Kilgore, Sam Jones, Larry Evon of AMVETS Depart. TN, Inc., thence travel SE 05deg 12min 49sec for 672.32 feet to an (open) iron pipe, thence travel approximately 633.27 ft NE 36deg 10min 46sec to a point; thence NW 21d 46m 56s for 175.85 ft to a point; thence NW 69d 32m 31s for 553.15 ft to the point of beginning; to include approximately 5.8 acres as shown on the attached Exhibit A:

2. Planned Residential District (RP-1) zoning shall be applied upon adoption of the annexation area.
3. This Ordinance shall become effective from and after its passage, the public welfare requiring it.

PASSED ON FIRST READING THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY ADMINISTRATOR

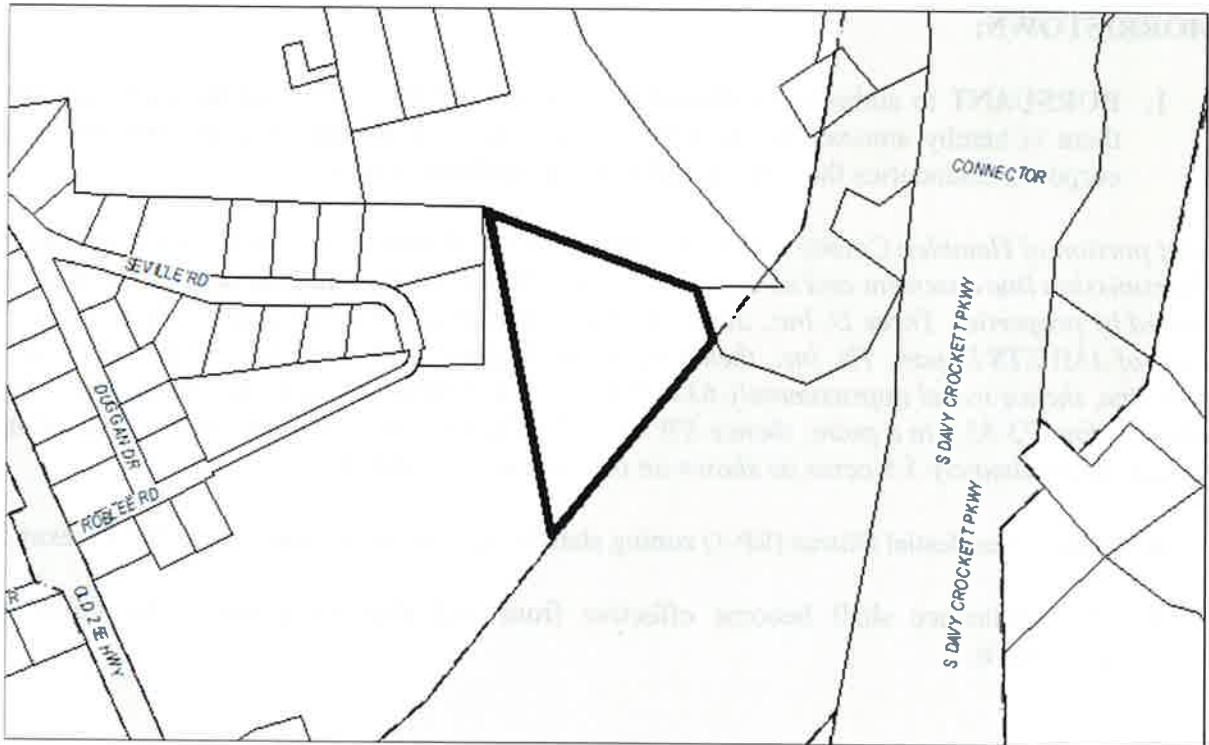
PASSED ON SECOND READING THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY ADMINISTRATOR

EXHIBIT A:



PLAN OF SERVICES

RESOLUTION NO. 2023-_____

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF THE REMAINDER OF HAMBLLEN COUNTY TAX PARCEL # 050 094.01 LOCATED ALONG S. DAY CROCKETT PARKWAY.

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

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

Property identified as Hamblen County Parcel ID's #050 094.01 which front South Davy Crockett Parkway near the intersection of Wilson Hale Road, the general location being shown on the attached exhibit A;

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

Police Protection

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

Fire Protection

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

Water Service

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.

Miscellaneous

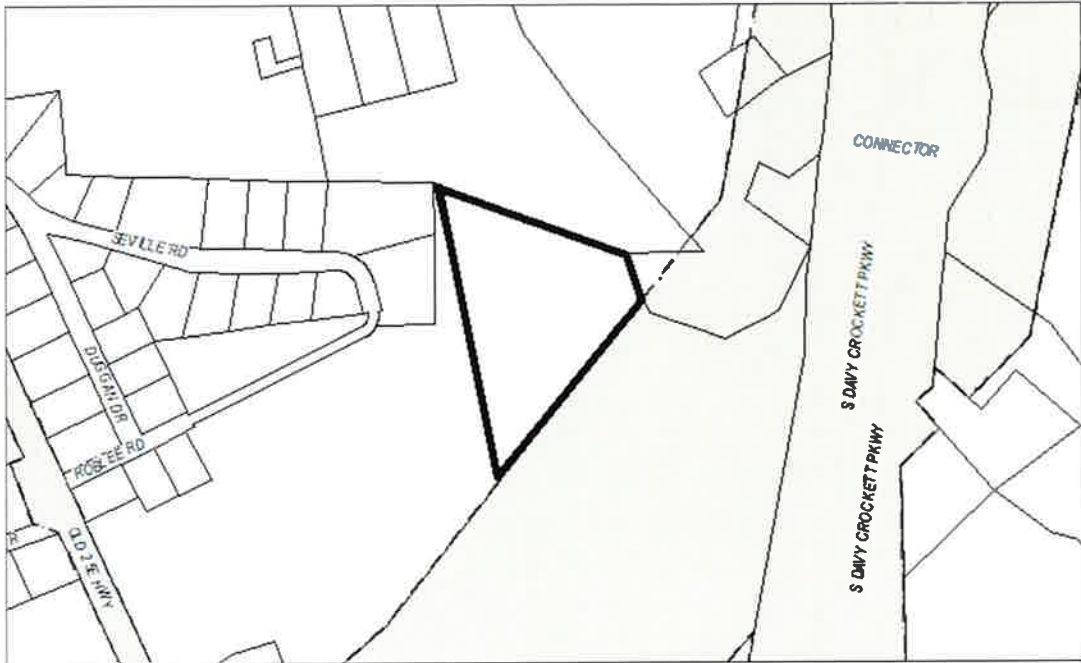
Fibernet will be installed per the current Morristown Utility System policy.

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

Passed on this _____ day of _____, 2023.

Mayor
ATTEST:

City Administrator



The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Steve Neilson, Development Director
DATE: May 16, 2023
REQUEST: Rezoning from IB to RP-1

BACKGROUND:

Staff has received a request from David Quillen, the agent for the property owner (Amvets Department Tennessee, Inc.) to rezone approximately 28 acres along S. Crockett Parkway from IB (Intermediate Business District) to RP-1 (Planned Residential District). The subject property is currently vacant. The applicant indicated they intend to develop a RV campground and tiny home community. The applicant stated that the location being approximately halfway between Cherokee and Douglas Lakes makes it a good location for this type of facility. Since the proposed RV campground regulations are currently under review, only the tiny home community would be allowed in the RP-1 and the petitioner is proceeding at their own risk.

The required Concept Plan (see attached) shows the proposed RV campground with approximately 40 camp sites to the south of the property and the tiny home community with approximately 42 units to the north.

The land surrounding the property is mostly vacant. To the west is the former Amvet facility and two single-family homes, The property to the north and south are vacant and the property to the east is bordered by the S. Davy Crockett Highway.



The Planning Commission voted unanimously to forward this on to the City Council for approval.

RECOMMENDATION:

Staff is in support of this requests and would recommend approval.

ORDINANCE NO. _____,
ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF
MORRISTOWN, TENNESSEE, APPENDIX B.
*{Rezoning of Hamblen County Tennessee Tax Parcel ID #' 050 094.01 from IB (Intermediate Business
District) to RP-1-2 (Planned Residential District), the general location being shown on the attached
exhibit A.}*

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from IB (Intermediate Business District) to RP-1 (Planned Residential District),

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used for Planned Residential District (RP-1) uses exclusively.

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

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

Passed on first reading the ____ day of _____ 2023.

Mayor

ATTEST:

City Administrator

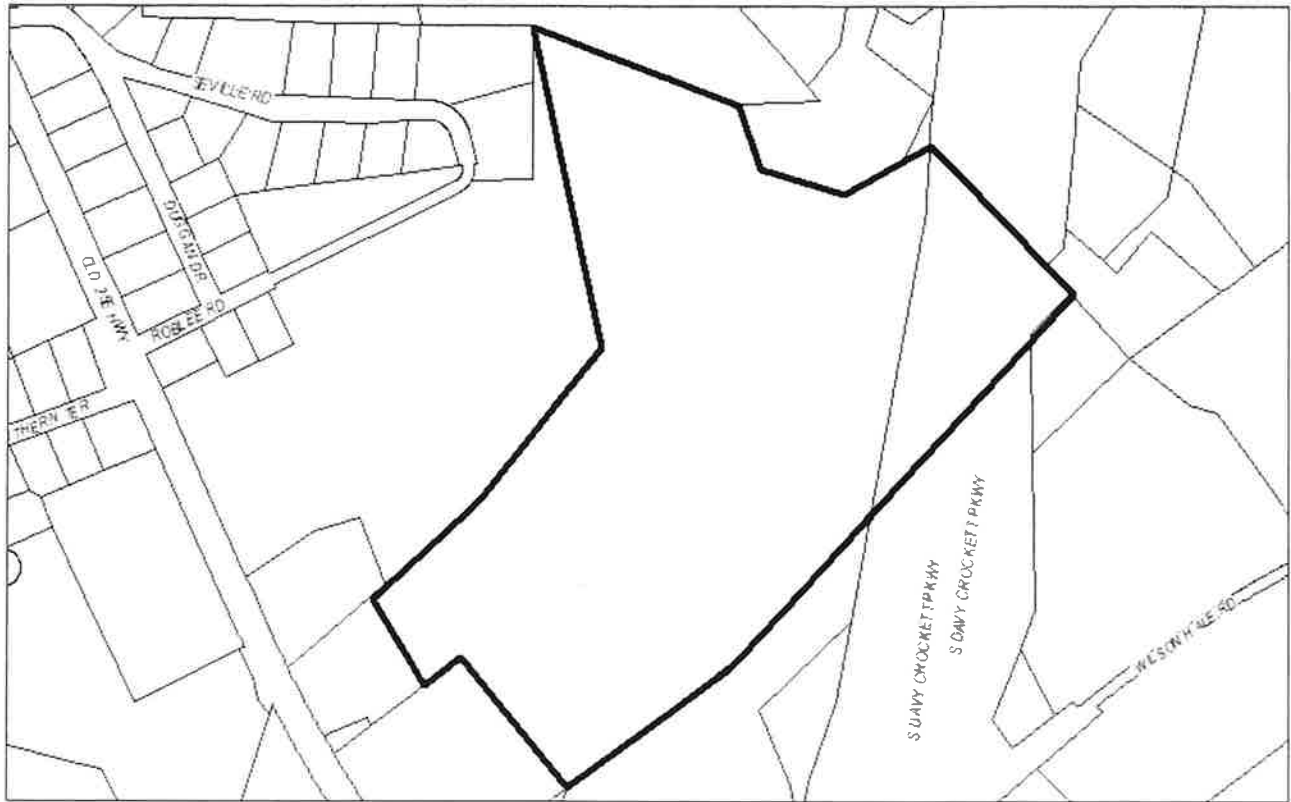
Passed on second and final reading the ____ day of _____ 2023.

Mayor

ATTEST:

City Administrator

Exhibit A:





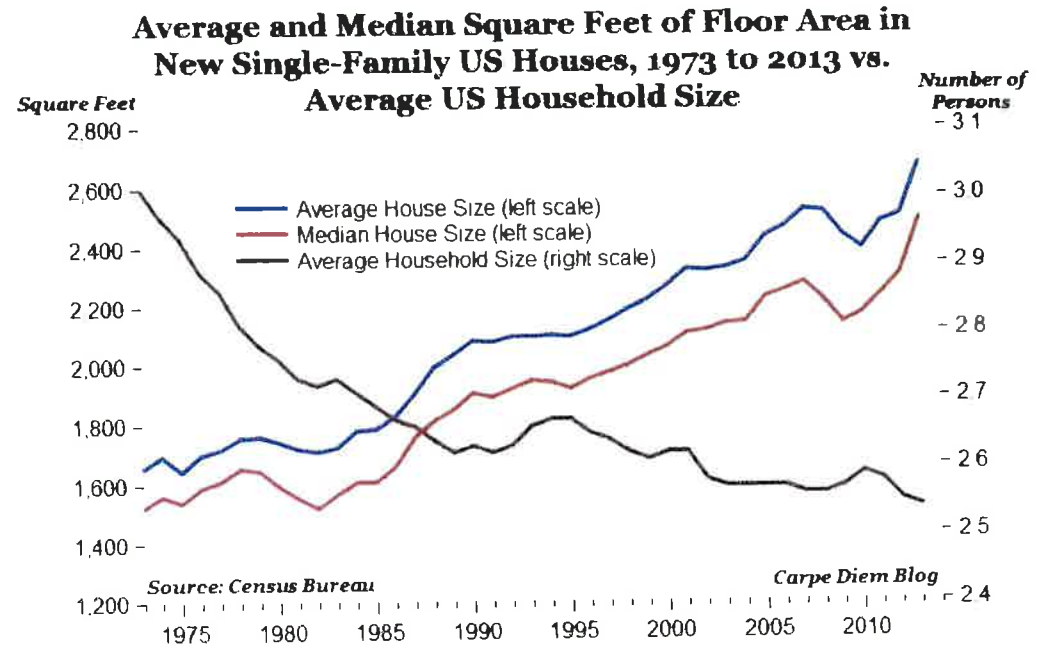
PROPOSED DAVY CROCKETT PKWY TINY HOME COMMUNITY

TINY HOME MOVEMENT

LIFESTYLE & FISCAL TRENDS

The Tiny Home Movement is a movement that encourages living a simpler life in a smaller space. Many people can't afford and don't want to pay for extra space they don't need.

The average home size in the U.S. is 2,600 sf, an increase from 1,500 sf in 1975. During that same timeframe the average household size has decreased from by .5 persons. This trend means that many households don't need and can't afford the average home.



AFFORDABLE LIVING

SMALLER SPACES HIGH QUALITY DESIGN

Many modern buyers want quality over quantity. They want a space they can both afford and be proud to own and live in. They also want low mortgage payments, utility bills, and long-term maintenance costs. Tiny homes, at 400 - 600 square feet, are dramatically cheaper than the traditional 1,200+ sf home, allowing renters to become home owners and owners to have more discretionary resources over the long-term.



BUILT TO LAST. LOWER ENERGY AND MAINTENANCE COSTS.

Affordable living includes low maintenance costs and low utility bills. Quality facade and roofing materials will reduce long-term maintenance cost. Energy costs are increasingly a concern to home owners. Strong insulation values will reduce energy costs, but just as relevant to energy consumption is the size of the space being conditioned. Tiny Homes can cut energy bills in half compared to larger homes.



CONNECT TO NATURE

INDOOR OUTDOOR LIVING

Large windows bring in lots of natural light making smaller spaces feel large. Views of nature and outdoor programming, including decks and firepits, invite residents to experience the outdoors. The focus of the home is the person's well-being and creating a space that fosters relationships.





PROPOSED DAVY CROCKETT PKWY RV RESORT & CAMPGROUND

THE RV INDUSTRY IS PROJECTED TO BE A
STRONG CONTRIBUTOR TO LOCAL ECONOMIES
FOR YEARS TO COME

- 2020 - 430,412 RVs sold
 - 2021 - 600,240 RVs sold
 - 2022 - 495,300 RVs sold
-
- 93.8 M active camping households in the US
 - Campgrounds and RV parks generate \$6.8 billion in revenue annually
 - 53% of campers have an annual household income greater than \$50,000

CLOSE TO DOWNTOWN SO RV PATRONS CAN **ATTEND MORRISTOWN EVENTS**

- FARMER'S MARKETS
- FESTIVALS
- PARADES



CLOSE TO SEVERAL BOAT RAMPS FOR ANGLERS
TO EASILY **ACCESS CHEROKEE RESERVOIR AND
DOUGLAS LAKE**



NEARBY SHOPPING AREAS FOR CAMPERS TO **BOLSTER THE LOCAL ECONOMY**

- SHOPPING
- RESTAURANTS
- AUTOMOBILE RELATED SERVICES,
INCLUDING GAS STATIONS, MECHANICS,
AND RETAIL



DESIGN ELEMENTS

- ALL SITES TO BE LEVEL AND PAVED
- ROADWAYS LARGE ENOUGH TO ACCOMMODATE ANY SIZE OF RV
- MODERN DESIGN BATHHOUSES WITH QUALITY FINISHES
- LARGE INDIVIDUAL SHOWER AND CHANGING AREAS
- ALL SITES WILL HAVE 50-AMP AND 30-AMP POWER, WATER AND SEWER CONNECTIONS
- BUILDING THAT CAN BE USED FOR SOCIAL GATHERINGS AND CHURCH SERVICES
- SITES SPACED 20-40 FT APART WITH NATURAL VEGETATION SEPARATING EACH SITE
- WIFI AVAILABLE FOR ALL CAMPERS
- PLAYGROUND FOR CAMPERS WITH CHILDREN

SITES FOCUSED AROUND PRIVACY AND NATURE

ALL SITES TO BE 20-40 FT APART WITH NATURAL VEGETATION SEPARATING EACH SITE



THE MODERN RV

MANY MODERN RV'S COME WITH THE LUXURIES OF STAYING AT A HOTEL, INCLUDING KITCHENS AND BATHROOMS. RV'ERS TAKE PRIDE IN THEIR TRAVELING HOME.



MODERN CAMP FACILITY

FACILITIES TO BE QUALITY CONSTRUCTION AND DESIGN



SECURE, SAFE FAMILY ENVIRONMENT



SECURE RESORT FACILITIES



**SECURITY CAMERAS
MONITORING PROPERTY**



SECURITY/PRIVACY FENCE



ZERO TOLERANCE POLICY

BENEFITS TO MORRISTOWN

- Increased traffic in the city to **support local businesses**
- **Increased tax revenues** for the city
- Provide **quality guest accomodations** for visitors
- An upscale business that will bring a new patrons to **showcase and support the community**

PRIME PROPERTY ALONG DAVY CROCKETT PARKWAY





Morristown City Council Agenda Item Summary

Date: May 16, 2023

Agenda Item: Approve a ground lease between the City of Morristown and Angelo Sorce to allow for the construction of a hangar immediately west of the Gate 4 drive entrance. The Morristown Regional Airport Commission recommended approval August 22, 2022.

Prepared By: Andrew Ellard

Subject: Airport Ground Lease – Angelo Sorce

Background: Dr. Angelo Sorce approached the City and Airport Commission in Spring of 2022 and requested a ground lease on which to construct a hangar to potentially house two aircraft – one of which is already on site at the airport and one located in another state. The Airport Commission asked at its June 2022 meeting for more detail from Dr. Sorce regarding design, layout, and stormwater. Sufficient detail was provided to the commission at its August meeting depicting a 60' X 80' hangar with 20' X 20' office space.

Findings/Current Activity:

The agreement mirrors provisions of similar ground leases at the airport. It also allows for a construction period and cancellation provisions should construction not begin as intended. The building area does encroach slightly on the ground lease area (parking) for a neighboring hangar to the west. That neighboring lessor was present at the June commission meeting and voiced support for the development. A letter to that effect is attached, specifically indicating that any compensation for that encroachment may be handled between those parties, but that no amendment of terms with existing leases would be considered.

Financial Impact:

There is no direct cost to the city. Ultimately, the more aircraft that base and/or fuel at the airport, the greater the overall economic impact.

Action options/Recommendations:

Approve lease agreement.

Attachment: Ground Lease; Letter from neighboring lessor

MORRISTOWN AIRPORT
BUILDING SITE/HANGAR LEASE AGREEMENT

This Agreement is entered into this **16th day of May, 2023**, between the CITY OF MORRISTOWN, TENNESSEE, herein called Lessor, and **Angelo Sorce**, herein called Lessee.

THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE RENTAL BY LESSOR OF UNIMPROVED LAND TO THE LESSEE.

1. **TERMS:** This Agreement shall commence **on the effective date, the 16th day of May, 2023, and shall** remain in effect for a period of twenty-five (25) years **from the date of a certificate of occupancy, the date of actual occupancy, or May 31, 2025, whichever is earliest, with certain exceptions noted herein. Should the Lessee not begin vertical construction within 24-months of the effective date as a result of construction delays or supply chain disruptions, this Lease shall be terminated.** If this Lease shall be in force and effect on the date of expiration of the original term, and Lessee shall have on that date fully complied with all the conditions contained herein, Lessee may request that negotiations to execute a new lease be conducted. Lessee shall give request to Lessor in writing at least ninety days prior to the expiration of the original Lease. The Lessee shall provide the most current address and telephone number along with information regarding how to contact them in case of emergency.

2. **RENT:** Lessee shall pay as rent to the City of Morristown for the use of the leased Premises, the amount of **\$100.00 per month beginning March 1, 2024, OR on the first day of the month following a certificate of occupancy, OR on the first day of the month following actual occupancy, whichever is earliest, and shall remain the monthly rent during the first five years of the term.** At the end of each five year increment in the lease, the amount of rent will be evaluated based on the Consumer Price Index for all urban customers, all items, seasonably adjusted, as published by the U. S. Department of Labor and will be adjusted accordingly. The lease will be amended to reflect the new rental amount. Rent payment is due on the first of the month and payable by the tenth.

Lessee shall arrange directly with the appropriate utility company or supplier for the initial hook up to the Premises of all utility services, including electric, gas, water and sewer. Lessee shall also be responsible for payment of utility-usage charges during the term of this Lease. If the Lessee ends up engaging in maintenance, performed at the Premises, on aircraft not owned or leased from a third party by Lessee for the exclusive use of Lessee, then as additional rent, Lessee agrees to pay Lessor 4% of the gross monthly income from said operations. Payments shall be made no later than the tenth day of the month succeeding the month on which rental is based. Lessor shall have reasonable access to Lessee's financial records, which shall be kept according to generally accepted accounting principles and shall be subject to audit at the direction and expense of Lessor.

3. **PREMISES:** The premises leased shall be **Ninety-eight Hundred (9,800) square feet**, more or less, of unimproved land located **just west of 5525 Old U.S. 11E, an address and Hangar Number to be assigned later**, is to be constructed by Lessee, as designated on Exhibit A. **The approximate square footage includes the building and apron as proposed and an approximate ten (10) foot buffer around the building for**

access and maintenance. Lessee's improvements shall be designed by an architect or engineer licensed in the State of Tennessee. Design of the improvements shall be approved by the City of Morristown, approval not unreasonably withheld. The approved design drawings require submittal to the Tennessee Aeronautics Commission for approval. In addition, Lessor shall provide at no additional cost to Lessee, **vehicle parking rights on the proposed hard surface along the South side of the proposed hangar on the proposed apron/hard surface.** Upon termination of the lease whether at the end of the term(s) described herein or as a result of breach, any and all improvements made upon the premises and affixed thereto shall remain under the ownership and control of the Lessor.

4. **OWNERSHIP:** Title to all land shall remain with Lessor, the City of Morristown. Title to the Hangar to be constructed by Lessee, as designated on Exhibit A, shall remain with Lessee until the expiration of this Lease. At the expiration of this Lease the Lessor shall become the sole owner of the Hangar, free and clear from any lien or any right, claim, or demand of Lessee.

In the event of a cancellation or earlier termination of this Lease all rights, title and interest of Lessee shall expire and the title to any Building and/or fixed improvements shall rest in Lessor which shall be the sole owner of the Building free and clear from any lien or any right, claim, or demand of Lessee. The Lessee shall obtain a Certificate of Occupancy from the City of Morristown Building Official. The lessee shall provide documentation of capital costs associated with the hangar construction to the Lessor within 10 days of receiving a Certificate of Occupancy.

5. **INSURANCE:** Lessee agrees to maintain public liability insurance in the following minimum amounts during the term of this Lease:

BODILY INJURY

\$1,000,000

PROPERTY DAMAGE

\$1,000,000

Lessee also agrees to maintain All Risk Physical Damage Insurance for an agreed upon declared value of the building structures, owned by Lessee, additions under construction and all insurable fixed improvements located on the Premises. At every five-year increment the public liability insurance minimums will be adjusted to reflect the previous five years changes in the Consumer Price Index for all urban customers, all items, seasonably adjusted, as published by the U.S. Department of Labor. The lease will be amended to reflect the new insurance amounts.

6. **USE OF PREMISES:** The Premises hereby leased will be used exclusively for use by the Lessee as a special fixed base operator for cargo and passenger charter operations and for maintenance of Lessee's owned or leased aircraft and maintenance of aircraft not owned or leased by the Lessee. Lessee agrees not to provide flying instruction, other than to its own employees; and may not participate directly or indirectly in sales of aircraft at Morristown Airport. Lessee shall fuel only the aircraft owned by the Lessee or leased from a third party for the exclusive use of Lessee. The Lessee shall comply with the City of Morristown's Minimum Standards for Fixed Base Operators title 9, chapter 14, of the City of Morristown's Municipal Code.

Lessor shall not initiate any action or participate in any action which limits or restricts Lessee's aviation business use of the Premises unless required to do so for maintenance of the Morristown Municipal Airport Facility or by Regulations of the Federal Aviation Administration or its successors.

Failure by the Lessee to complete the construction of the facility upon the leased Premises as presented in Exhibit A in a timely manner and/or to utilize the Premises for its purpose(s) stated herein shall constitute a breach of this agreement.

7. MAINTENANCE OF PREMISES AND SERVICES TO BE PROVIDED: Lessee will maintain the structural components of the Hangar, once constructed, including doors and door mechanisms, heating systems, water, sewer and electrical systems, and weatherproofing. Lessee shall be responsible and liable for any damage to the Hangar Office caused by the Lessee's use or misuse, including, but not limited to, bent or broken interior walls, ceilings and support systems, and doors damaged due to Lessee's improper or negligent operation.

8. SUBLEASE OR ASSIGNMENT: The Premises hereby rented may be subleased or assigned by the Lessee with the written consent of Lessor, which consent shall not be unreasonably withheld.

9. LIABILITIES AND INDEMNIFICATIONS OF LESSOR:

- Lessor hereby expressly disclaims any and all liability for damage to the aircraft stored on the Premises. If Lessee participates in any way or gives instructions to Lessor's employees, Lessor shall not be liable in any way for damage to the aircraft. Lessee shall be liable for damage to the Lessor's property and/or other stored aircraft arising from the Lessee's negligence including, but not limited to, the carrying on of unauthorized activities on the Premises, painting applications of any kind, and the storage of flammables in the Hangar other than in U.L. approved containers, such as aircraft fuel, automotive fuel or oils that are not stored in the aircraft tanks.
- Lessee shall at all times indemnify and hold the Lessor harmless from all losses, damages, liabilities, claims and expenses, which may arise or be claimed against the Lessor, (except for any claims for injury, death or other damage by Lessor's employees, agents, or servants occurring during the course of their employment), in favor of any person, firm or corporation, consequent upon or arising out of the use of occupancy of the demised premises by the Lessee, or consequent upon or arising out of any act, omission, neglect or fault of the Lessee (or its agents, servants, employees, licensees, customers or invitees), or consequent upon or arising out of the Lessee's failure to comply with the applicable laws, statutes, ordinances or regulations. Lessor shall not be liable to the Lessee for any damages, losses or injuries to the personal property of the Lessee which may be caused by the acts, neglect, omissions or fault of any person, firm or corporation.

10. ACCESS RIGHTS: The Morristown Airport will grant access by the Lessee to the leased Premises every day except when an emergency situation arises that closes the airport.

11. **LEASE TERMINATIONS:** This Lease Agreement may be terminated by Lessor upon the occurrence of any of the following which may be considered a breach of the Lease Agreement, if, upon written notice by Lessor of the breach, Lessee fails to cure said breach within 30 days:

- Failure of Lessee to submit rental payments by the twentieth of any month.
- Improper or unsafe storage of hazardous materials in the Hangar.
- Lessee's failure to comply with any condition as set forth in this Lease Agreement and not reasonably corrected within thirty days of receiving written notice of same by the Lessor. In the event of a breach of this Lease Agreement, the Lessor is hereby authorized to remove the aircraft and the contents of the Hangar, without further obligation to the Lessee or any liability regarding the aircraft or the contents of the Hangar. The Lessee shall be liable for any and all financial cost incurred with any breach of this Lease Agreement such as court costs, reasonable attorney's fees or any costs associated with the removal of the aircraft and any of the Lessee's property in the Hangar.

In the event of a breach not cured as described above, the Lessor shall notify Lessee of the termination in writing; and Lessee shall have ten (10) days in which to remove the aircraft and the contents of the Hangar, after which Lessor is hereby specifically authorized to remove the aircraft and contents of the Hangar, without obligation to the Lessee or liability for aircraft and contents removed.

In addition, this Lease may be terminated by the Lessee upon giving six months' prior written notice of intention to terminate for any reason. Should this Lease expire or be terminated, Lessee shall remove from Lessor's premises all of Lessee's personal property, including trade fixtures and equipment.

12. **INTEREST ON PAST DUE AMOUNTS ATTORNEY'S FEES:** Any amounts payable hereunder by the Lessee to the Lessor which are not paid on or before the date payable shall be subject to a late fee of ten dollars (\$10.00) and interest on the unpaid balance at the rate of 10% per annum. If any rent owing under this Agreement is collected by or through an attorney, or if Lessor employs an attorney to enforce any of the terms or conditions hereof, Lessee agrees to pay, on demand, all costs of collection and/or enforcement, including attorneys' fees.

13. **INSPECTIONS OF THE LEASED PREMISES:** The Lessee will provide the City of Morristown Assistant City Administrator a key or combination or access code to the Lessee's Hangar with the express understanding that the Lessor will have the right to periodically inspect the Premises.

14. **EMINENT DOMAIN:** In addition to any other right Lessee may have under this Lease, Lessee has the right to intervene and appear in its own behalf in any eminent domain proceeding affecting the Premises and to recover any award to which it may be adjudged entitled in connection with Lessee's fixed improvements, trade fixtures, or other personal property, it being understood that, as between Lessor and Lessee,

Lessee will be entitled to the portion of the condemnation award for the trade fixtures and other personal property thereon and the portion representing the unamortized cost of any fixed improvements constructed by Lessee after the commencement date of this Lease, such amortization to be on a straight-line basis over the primary term of this Lease.

15. **MISCELLANEOUS PROVISIONS:** No waiver of a breach of any of the covenants or terms contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenants. No modification, release, discharge or waiver of any of the provisions of this Agreement shall be of any force, effect or value unless in writing and signed by the parties.

- This instrument contains the entire Agreement between the parties as of this date and the execution of this Agreement has not been induced by either of the parties by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or understandings whatsoever between the parties in any way touching or affecting the subject matter of this Agreement which are not expressly contained herein.

16. **CONTROLLING LAW:** This Agreement shall be governed by the laws of the State of Tennessee.

I have read and understand this Lease Agreement with the City of Morristown and agree to adhere to the terms and conditions as set forth in this Agreement.

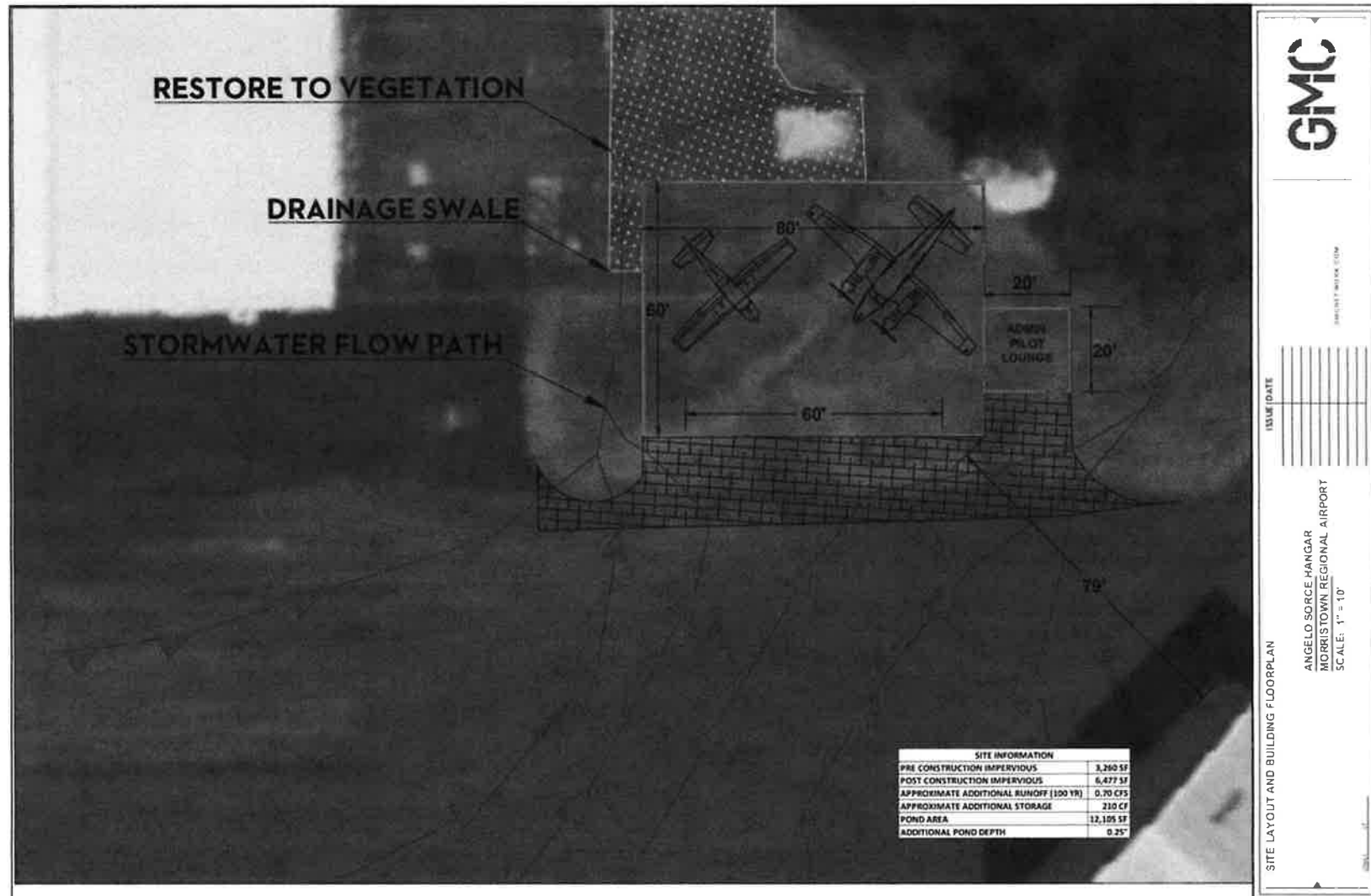
LESSEE: _____

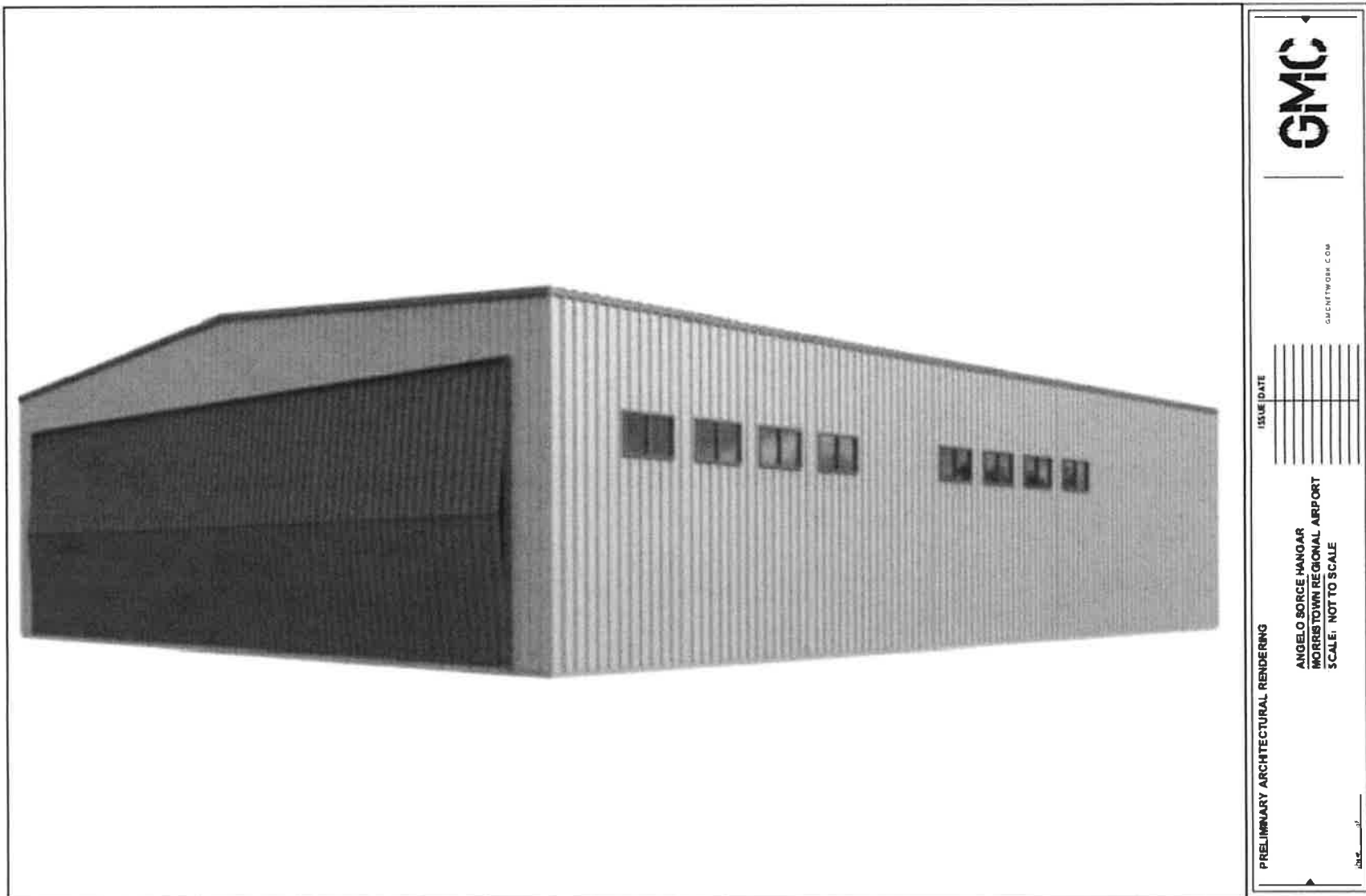
LESSOR: CITY OF MORRISTOWN, TENNESSEE

BY: _____
MAYOR

AIRPORT COMMISSION

BY: _____
CHAIRMAN





5/11, 2023

Airport Commissioners and City Council:

This letter is written to affirm that I am aware of the Airport Commission's recommendation and the City Council's consideration of a ground lease with Dr. Angelo Sorce on land just east of the hangar and ground lease I currently occupy. I attended the June 2022 Airport Commission meeting when this hangar was discussed and am aware that the concept plans involve construction on/over a portion of the parking area currently dedicated to my lease and hangar and will also involve fence work to remove and reconnect the fence between the existing and proposed hangars.

While this development does overlap with my current ground lease, that overlap and any possible impact is minimal. I support the adoption of the new ground lease and understand that any concession or compensation for the overlap is to be arranged between myself and Dr. Sorce and separate from the City and/or the Airport Commission and my existing ground lease terms.

Sincerely,

A handwritten signature in black ink, appearing to read 'RJA' followed by a stylized flourish.

Robert Jenkins



Morristown City Council Agenda Item Summary

Date: May 16, 2023

Agenda Item: Approve the repair of Fire Truck Unit #479 from Safe Industries estimated in the amount of \$11,116.81.

Prepared By: Andrew Ellard

Subject: Aerial Truck #479 Repair

Background: On September 6, 2022, City Council approved the department to move forward with this same repair via G&W/EVS Mid-South in the amount of \$26,900. At the time, G&W/EVS was the only responsible vendor. Since that time, the repair has been delayed and a new vendor – Safe Industries – is known to be available to service the apparatus.

Findings/Current Activity:

The department secured a quote from Safe Industries that is significantly less than the previously approved amount.

Financial Impact:

This purchase would represent a savings of \$15,783 with the cancelation of the existing purchase order.

Action options/Recommendations:

Staff recommends approving the purchase.

Attachment: Safe Industries quote.

Quote

Date Quote #
3/20/2023 EST18392

**Safe Industries**

Safe Industries
5031 Highway 153
Easley SC 29642
United States
(864) 845-7175

Bill To

Morristown Fire Department
PO Box 1499
Morristown TN 37816
United States

Ship To

Morristown Fire Department
PO Box 1499
Morristown TN 37816
United States

Expires
4/19/2023

Sales Rep

Subsidiary
Safe Industries

Terms
Net 30

Shipping Method

Quantity	Units	Item	Description	Comments	Price	Extended Price
48	Ea	Apparatus Service Labor	Set up ladder remove caps from mid section on the ladder. Remove all hyd lines and plates and mounts at the base of the ladder. Block the ladder up level and remove the extension cylinder drain all the fluid out and send to the repair shop to get rebuilt. Clean and inspect ladder for any issues pertaining to the cylinder s pressure wash all old and residual fluid off from the upper part of the body and also underneath the truck. Transport cylinders the repair shop and pick up. Install the rebuilt cylinders reassemble ladder and fill with hyd fluid. Operate the truck and verify the repair.		150.00	7,200.00
7		AW32	AW32 Hydraulic Oil - 5 Gallon		116.65	816.55

12	Brake Cleaner	Parts Cleaner		4.98	59.76
1	fluid,oringlube	Parker O-ring fluid		40.50	40.50
2	Ea Apparatus Service Parts	Have 2 cylinders rebuilt at Five rivers		1,500.00	3,000.00
1	Freight	Due to continued disruptions in the global supply chain, fuel surcharges, and fluctuating freight/shipping charges, we will no longer be able to estimate nor include any shipping charges on a quote. Shipping charges will be finalized on the Invoice. As always, we will continue to provide the best product pricing as possible but this volatile market has necessitated a change in our day to day operations. We hope you understand and continue to put your trust in Safe Industries.		0.00	0.00
				Total	\$11,116.81

Please note quoted prices are subject to change after expiration date. Quoted prices expire 30 days from issue date.



Morristown City Council Agenda Item Summary

Date: May 16, 2023

Agenda Item: Authorize the purchase of three parcels known as 112 West 2nd North Street, per the attached contract, for \$119,900.

Prepared By: Andrew Ellard

Subject: 112 W 2nd N Street Property Purchase

Background: The property consists of three parcels – Map 033L, Group G, Parcels 16, 17, and 22 – which is bound by W 2nd N St, Turkey Creek, W 3rd N St, and an abandoned Norfolk-Southern railroad ROW running north-south. The most recent use of the property has been as a lumber/building supply retailer and general storage.

Findings/Current Activity:

Eventually, this property could serve as additional public parking and/or as a trailhead for the adjacent Turkey Creek Greenway. An appraisal, a phase 1 and phase 2 environmental assessment, an asbestos assessment, a survey, and a title search have all been conducted in recent weeks. Minimal asbestos containing material was identified. The Phase 1 environmental assessment identifies several past uses of the property and surrounding properties that could have resulted in contamination of some kind. The Phase 2 identified groundwater and soil contaminants that would not prohibit the development of the site as parking.

Financial Impact:

This purchase can be absorbed into the General Capital Projects fund but will necessitate a budget amendment prior to year-end so as not to impact other capital projects.

Action options/Recommendations:

Consider the purchase.

Attachment: Contract for purchase.

LeBel

COMMERCIAL REALTY

COMMERCIAL PURCHASE AND SALE AGREEMENT

1. **Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer
City Of Morristown ("Buyer") agrees to buy and the undersigned
seller Joe Long Charlotte Long ("Seller") agrees to sell all that tract or
parcel of land, with such improvements as are located thereon, described as follows: All that tract of land known as:
112 2nd North St.
(Address) Morristown (City), Tennessee, 37814 (Zip), as recorded in
Hamblen County Register of Deeds Office, 381 deed book(s), 474
page(s), and/or instrument no. and as further described as:
Map 033L, Group G, Parcels 16, 17, 22
together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as
the "Property", as more particularly described in Exhibit "A" or if Exhibit A is not attached as is recorded with the Register
of Deeds of the county in which the Property is located and is made a part of this Commercial Purchase and Sale Agreement
("Purchase and Sale Agreement" or "Agreement") by reference.
2. **Purchase Price.** The total purchase price for the Property shall be
One Hundred Ninety-Nine Thousand Nine Hundred U.S. Dollars, (\$ 199,900.00)
("Purchase Price"), and is subject to all prorations and adjustments and shall be paid by Buyer at the Closing by cash, a
Federal Reserve Bank wire transfer of immediately available funds, cashier's check or certified check.
3. **Earnest Money/Trust Money.** Buyer has paid or will pay within 5 business days after the Binding Agreement
Date, the sum of \$ 5,000.00 with LeBel Commercial Realty
("Holder") located at 218 S. Cumberland St, Morristown, TN 37813
(Address of Holder). Additional Earnest Money/Trust Money, if any, to be tendered and applied as follows:

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

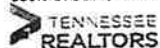
A. Failure to Receive Earnest Money/Trust Money. In the event Earnest Money/Trust Money is not timely received
by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason by the financial
institution from which it is drawn, Holder shall promptly notify Buyer and Seller.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

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

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

B. Disputes Regarding Earnest Money/Trust Money. In the event Buyer or Seller notifies Holder of a dispute regarding
disposition of Earnest Money/Trust Money that Holder cannot resolve, Buyer and Seller agree to interplead Earnest
Money/Trust Money into a court of competent jurisdiction. Holder shall be reimbursed for, and may deduct from any
funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader
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 60 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 90 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 Section 17, _____, (the "Closing Date") or at such other time the parties may agree upon in writing.

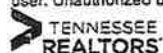
B. **Closing Agency for Buyer & Contact Information:**

TBD

Closing Agency for Seller & Contact Information:

TBD

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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:

Item to be Paid

Paid by Seller

Paid by Buyer

Survey

☐

☒

Title Examination

☐

☒

Premium for Standard Owner's Title Insurance Policy

☐

☒

Other: _____

☐

☐

Other: _____

☐

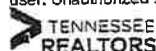
☐

Other: _____

☐

☐

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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]:*

- | | | |
|---------------------------------------|--|---|
| <input type="checkbox"/> Utilities | <input type="checkbox"/> Service Contracts | <input type="checkbox"/> Tenant Improvement Costs |
| <input type="checkbox"/> Rents | <input type="checkbox"/> Leasing Commissions | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Other: _____ | | <input type="checkbox"/> 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.

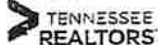
B. **Agency Disclosure.**

- (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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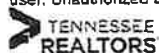


- ☐ the Designated Agent for the Buyer,
- ☒ the agent for the Buyer,
- ☐ a Facilitator for the Buyer, OR
- ☐ a dual agent.
- (3) **Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above]* Seller and Buyer are aware that Broker is acting as a dual agent in this transaction 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 180 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.

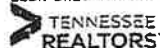
D. Time of Essence. Time is of the essence in this Agreement.

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

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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 30-days after the Due Diligence period at a mutually agreeable location.

☐ (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 12:00 o'clock ☐ a.m./ ☒ p.m. local time on the 3 day of Feb, 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. Long

Title: City Administrator

Entity: City of Morristown

1/26/2023 at 12:30 o'clock ☐ am/ ☒ pm
Offer Date

BUYER

By: _____

Title: _____

Entity: _____

_____ at _____ o'clock ☐ am/ ☐ pm
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 Long

By: Joe P. Long

Title: Seller

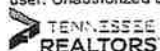
Entity: _____

2/2/23 at 4:00 o'clock ☐ am/ ☒ pm
Date

SELLER Charlotte Long

By: C. Charlotte Long

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392
393
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396

Title: Seller
Entity: _____
Date 2/2/23 at 4:00 o'clock ☐ am/ ☒ pm

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

For Information Purposes Only:

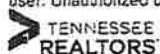
RE/MAX Real Estate Ten Midtown
Listing Company
Joe Whiteside
Independent Licensee
joewhiteside1@hotmail.com
Licensee Email
423-736-3841
Licensee Cellphone No.

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

Licensee Cellphone No.

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COUNTER OFFER # 1 TO
COMMERCIAL PURCHASE AND SALE AGREEMENT

This is a Counter Offer from ☒ Seller to Buyer OR ☐ Buyer to Seller
The undersigned agree to and accept the Commercial Purchase and Sale Agreement with an offer date of
1/26/2023 for the purchase of real property commonly known as:
112 West 2nd North St. Morristown TN 37814
Address, City, State, Zip

With the following exceptions:

1. Seller to have 60 days after Binding Agreement Date to remove any personal property of their choice from property.
2. This agreement is contingent upon Seller being granted driveway access from West 3rd North St. to their property located on N. Cumberland St.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL ATTACHED COMMERCIAL PURCHASE AND SALE AGREEMENT ARE ACCEPTABLE TO THE UNDERSIGNED. ALL TERMS AND CONDITIONS PROPOSED IN PREVIOUS COUNTER OFFERS, IF ANY, ARE NOT INCLUDED IN THIS COUNTER OFFER UNLESS RESTATED HEREIN.

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This Counter Offer form will not be a part of the Commercial Purchase and Sale Agreement and be binding until accepted and signed by all parties.

Until notice of acceptance is delivered this offer may be revoked at any time with notice, and the Property may be sold to any other party.

Time Limit of Offer: This Offer may be withdrawn at any time before acceptance with notice. Offer terminates if not accepted by 12:00 o'clock ☐ am/ ☒ pm, local time, on the 8th day of February, 2023.

Joe P. Long
SELLER/BUYER (Party making counter offer)

By: Joe Long

Title: Seller

Entity: _____

02/02/2023 at 4:00 o'clock ☐ am/ ☒ pm
Date

Charlotte Long
SELLER/BUYER (Party making counter offer)

By: Charlotte Long

Title: Seller

Entity: _____

02/02/2023 at 4:00 o'clock ☐ am/ ☒ pm
Date

The undersigned has received and:

☒ **ACCEPTS** – accepts this counter offer.

☐ **REJECTS** this counter offer

☐ **COUNTERED** this offer with Counter Offer # _____.

A. W. Cox
Seller/Buyer (Responding Party)

By: Anthony W. Cox

Title: City Administrator

Entity: City of Morristown

2/8/23 at 9:39 a.m. o'clock ☒ am/ ☐ pm
Date

Seller/Buyer (Responding Party)

By: _____

Title: _____

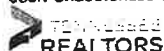
Entity: _____

_____ at _____ o'clock ☐ am/ ☐ pm
Date

Acknowledgement of Receipt. _____ hereby acknowledges receipt of the final accepted offer on _____ at _____ o'clock ☐ am/ ☐ pm, and this shall be referred to as the Binding Agreement Date for purposes of establishing performance deadlines as set forth in the Agreement.

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LeBel

COMMERCIAL
REALTY

ADDENDUM TO THE COMMERCIAL PURCHASE AND SALE AGREEMENT

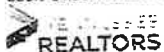
ADDENDUM 1

1 Property Address: 112 2nd North St. Morristown TN 37814
2 Buyer: City Of Morristown
3 Seller: Joe Long Charlotte Long

4 This ADDENDUM TO THE COMMERCIAL PURCHASE AND SALE AGREEMENT (hereinafter "Addendum"), between
5 the undersigned Seller and Buyer is entered into and is effective as of the Offer Date provided in the Commercial Purchase and
6 Sale Agreement for the purpose of changing, deleting, supplementing or adding terms to said Commercial Purchase and Sale
7 Agreement. In consideration of mutual covenants herein and other good and valuable consideration, the receipt and sufficiency
8 of which is hereby acknowledged, the parties agree as follows:
9 Due Diligence Period and the time for the Seller to remove personal property shall be
10 extended 60-days.
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Version 01/01/2023



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CF621 – Addendum to the Commercial Purchase and Sale Agreement, Page 1 of 2



This Commercial Addendum is made a part of the Commercial Agreement as if quoted therein verbatim. Should the terms of this Commercial Addendum conflict with the terms of the Commercial Purchase and Sale Agreement or other documents executed prior to or simultaneous to the execution of this Commercial Addendum, the terms of this Commercial Addendum shall control, and the conflicting terms are hereby considered deleted and expressly waived by both Seller and Buyer. In all other respects, the Commercial Purchase and Sale Agreement shall remain in full force and effect.

The party(ies) below have signed and acknowledge receipt of a copy.

BUYER City Of Morristown

BUYER

By: Anthony W. Cox

By:

Title: City Administrator

Title:

Entity: City of Morristown

Entity:

4-5-23 at 3:00 o'clock ☐ am/ ☒ pm

at o'clock ☐ am/ ☐ pm

Date

Date

The party(ies) below have signed and acknowledge receipt of a copy.

SELLER Long

SELLER Charlotte Long

By:

By:

Title:

Title:

Entity:

Entity:

4/4/23 at 2:30 o'clock ☐ am/ ☒ pm

4/4/23 at 2:30 o'clock ☐ am/ ☒ pm

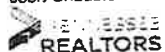
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CF621 - Addendum to the Commercial Purchase and Sale Agreement, Page 2 of 2





Morristown City Council Agenda Item Summary

Date: May 16th, 2023

Agenda Item: Authorize purchase of two (2) 2024 T480 Series Kenworth Conventional Brush trucks with Pac Mac KB20-HJ/1824 brush loaders via statewide contract (#200) totaling \$511,212.50.

Prepared By: Andrew Ellard

Subject: Public Works Vehicle Purchase

Background: In early 2023, the City Council approved the surplus of three (3) Public Works Knuckle Boom trucks. In addition, several trailers were approved as surplus. The equipment items no longer met the needs of the City. All of the equipment items were eventually sold and the revenues were receipted in the general fund. The Public Works Department would like to replace the above items with the two new Brush loader trucks described above. The trucks will provide an all-in-one solution for hauling and off/loading brush and other large material.

Findings/Current Activity:

Worldwide Equipment has provided the attached quote. Pricing for the vehicles has been approved under statewide contract #200. Upfitting, striping, and equipping of the vehicles will be procured separately after the vehicles are received.

Financial Impact:

This purchase will be partially funded by appropriated FY23 funds as well as funds recently appropriated from fund balance to the Public Works motor equipment fund via budget amendment (4713.07).

Total cost per vehicle = \$255,606.25

Total purchase cost = \$511,212.50

Action options/Recommendations:

Authorize staff to make a one-time purchase of (2) 2024 T480 Series Kenworth Conventional Brush trucks with Pac Mac KB20-HJ/1824 brush loader and bodies totaling \$511,212.50.

Attachment: Worldwide Equipment Quote and SWC #200



WORLDWIDE EQUIPMENT - ABINGDON (B325)
18285 LEE 1-81 @ EXIT 31
ABINGDON, Virginia 24210

CITY OF MORRISTOWN
100 WEST 1ST N STREET
MORRISTOWN, Tennessee 37814
United States of America

Arnold Day
Cell Phone: 304-887-6528
Office Phone: 276-628-8103
Email: arnold.day@thetruckpeople.com

Paul Brown
Cell Phone: 423-736-9932
Office Phone: 423-585-4658
Email: pbrown@mymorristown.com

Vehicle Summary

Unit		Chassis	
Model:	T480 Series Conventional	Fr Axle Load (lbs):	16000
Type:	FULL TRUCK	Rr Axle Load (lbs):	23000
Description 1:	Morristown SWC200	G.C.W. (lbs):	39000
Description 2:	Brushloader-Morristown-SWC200-Stringfellow		
Application		Road Conditions:	
Intended Serv.:	Local pickup & delivery: Vehicles which	Class A (Highway)	85
Commodity:	Other building materials.	Class B (Hwy/Mtn)	10
Body		Class C (Off-Hwy)	5
Type:	End dump.	Class D (Off-Road)	0
Length (ft):	20	Maximum Grade:	6
Height (ft):	4	Wheelbase (in):	254
Max Laden Weight (lbs):	4000	Overhang (in):	75
Trailer		Fr Axle to BOC (in):	67.5
No. of Trailer Axles:	0	Cab to Axle (in):	186.5
Type:		Cab to EOF (in):	261.5
Length (ft):	0	Overall Comb. Length (in):	369
Height (ft):	0	Special Req.	
Kingpin Inset (in):	0	U.S. Domestic registry, 50-state.	
Corner Radius (in):	0		
Restrictions			
Length (ft):	75		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

Std/ Opt	Description	\$ List	Weight
Model			
S	T480 Series Conventional	111,895	10,386
O	T480 Aero Hood	0	0
O	Dealer/Customer declines engine w/CARB Idle Emissions Reduction Feature.	0	0
O	T480 Single Rear	0	0
O	State of Registry: Tennessee	0	0
Engine & Equipment			
	PX-9 300 300@1850 860@1200	Spec'd Option	8,622 0
	N09420 C333 0.....Reserve Speed Limit Offset (
	N09380 C334 0.....Maximum Cycle Distance (N202		
	N09360 C400 252...Reserve Speed Function Reset		
	N09200 C399 120...Standard Maximum Speed Limit		
	N09400 C401 10....Maximum Active Distance (N20		
	N09220 C402 0.....Expiration Distance (N207)		
	N09540 C395 0.....Expiration Distance (N209)		
	N09260 C121 64....Max Vehicle Speed in Top Gea		
	N09440 C234 NO....Engine Protection Shtdwn		
	N09460 C231 NO....Gear Down Protection		
	N09580 C133 5.....Idle Shtdwn Time		
	N09680 C233 NO....Idle Shtdwn Override		
	N09480 C132 1400..Max PTO Speed		
	N09300 C128 64....Max Cruise Control Speed		
	N09500 C239 NO....Cruise Control Auto Resume		
	N09520 C238 NO....Auto Engine Brake in Cruise		
	N09780 C190 80....High Ambient Temperature Thr		
	N09740 C188 40....Low Ambient Temperature Thre		
	N09760 C189 60....Intermediate Ambient Tempera		
	N09720 C382 YES...Enable Hot Ambient Automatic		
	N09600 C396 YES...Enable Impending Shutdown Wa		
	N09620 C397 60....Timer For Impending Shutdown		
	N09640 C206 35....Engine Load Threshold		
	N09560 C225 YES...Enable Idle Shutdown Park Br		
O	EPA Emissions Warranty Engine	0	0
S	PremierSpec	0	0
O	Gearing Analysis: Balance power/economy blend results.	0	0
O	Customer's Typical Operating Spd: 64 MPH	0	0
O	Effective VSL Setting NA	0	0
O	Engine Idle Shutdown Timer Disabled	0	0

Price Level: January 1, 2022

Deal: Morristown SWC200

Printed On: 8/24/2022 8:45:58 AM

Date: August 24, 2022

Quote Number: QUO-888940-H3T4R6

Std/ Opt	Description	\$ List	Weight
O	Enable EIST Ambient Temp Overrule	0	0
O	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0	0
S	Air compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.	0	0
S	Air Cleaner: MD Composite Engine Mounted	0	0
S	Air Restriction Indicator: Mechanical Mounted on Air Cleaner.	0	0
S	Fan Hub: Horton On/Off for PX-9 or L9N	0	0
S	Cooling Module: 2.1M MD - Aero Hood 1000 Square Inches	0	0
O	EXH: 2021 RH Under DPF/SCR with RH SOC Vertical Spec'd Option tailpipe. Not 2.1m high roof sleepers	411	0
O	Tailpipe: 5 in. single 36 in. 45 degree curved. Spec'd Option	195	15
S	Fuel Filter: PACCAR 2.1M MD for PX-7 or PX-9 Fuel/water separator for 2021 and later engines.	0	0
S	Run Aid:None *For Fuel Filter	0	0
S	Start Aid:None *For Fuel Filter	0	0
O	Kenworth Fuel Cooler Spec'd Option Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	166	0
O	Block heater: PACCAR 750 watt 120V for PX-7 Spec'd Option and B6.7N. 1000 watt for PX-9 and ISL9 engines.	24	2
O	Retarder: Jacobs for PX-9 and ISL With Spec'd Option 3-way switch. Replaces the standard turbo brake for PX-9 engines.	2,291	57
S	Alternator: PACCAR 160 amp, brush type	0	0
O	Batteries: 2 PACCAR GP31 threaded post (1000) Spec'd Option 2000 CCA starting.	-23	4
S	Mitsubishi 105P55 12V Starter with Cummins and PX PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.	0	0
O	Battery Disconnect Switch Mounted on Battery Box Spec'd Option Provides One (1) Switch	156	0
S	Remote PTO/Throttle, 12-Pin, 250K, Back of Cab OR Back of Sleeper, J1939, Remote Control Provision	0	0

Transmission & Clutch

Std/ Opt	Description		\$ List	Weight
	Transmission: Allison 3500 RDS	Spec'd Option	14,052	399
O	Driveline: 3 Dana standard-duty; 2 centerbearing. *Standard duty is 1710 series.	Spec'd Option	666	78
O	Two Heavy-Duty One-Piece Aluminum crossmembers This option upgrades existing crossmembers. The cost does not include the centerbearing and bracket. Crossmember locations will be in accordance with Kenworth engineering standards, using the major components specified on the DTPO.		0	0
O	Torque converter included w/Allison Transmission.		0	0
O	Allison Fuel Sense: Delete		0	0
O	J1939 Park Brake Auto Neutral		0	0
O	Rear transmission support springs for transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	Spec'd Option	67	0
O	Customer installed transmission PTO in the LH Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.		0	0
Front Axle & Equipment				
O	Meritor MFS20 Front Axle rated 16K 3.5 in. drop, standard track.	Spec'd Option	1,738	0
O	Front Brakes: 14,601-22K Bendix air disc brakes.	Spec'd Option	716	10
O	Splined rotor for front air disc brakes for use with iron hubs.	Spec'd Option	478	0
O	Front Hubs Iron hub pilot 18,000 lbs. 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle. Consider Wheelguards (5850002) with aluminum wheels.	Spec'd Option	329	80
S	ConMet PreSet Plus Hub package; front axle.		0	0
S	Hubcap: front vented.		0	0
O	Slack Adjusters included w/ front axle or brake. Also use w/ disc brakes.		0	0
O	Front Springs: Taperleaf 16K w/ shock absorbers w/ maintenance-free elastomer spring pin bushings.	Spec'd Option	150	76
O	Dual power steering gears: 16K.	Spec'd Option	956	75
O	Power Steering Cooler:Radiator Mounted Air-to-Oil	Spec'd Option	325	11
Rear Axle & Equipment				
O	Single Dana Spicer S23-172 single reduction axle, single rear axle rated at 23K.	Spec'd Option	194	0
O	Rear Axle Ratio - 5.38.		0	0

Std/ Opt	Description		\$ List	Weight
O	Single Rear Brakes Bendix air disc brakes for single rear axles to 23K capacity.		0	20
O	Splined rotor for single rear air disc brakes for use with aluminum hubs.	Spec'd Option	1,349	-104
O	Single Rear Hubs: Aluminum hub pilot 23K; 11-1/4 in. bolt circle.	Spec'd Option	104	-26
S	ConMet PreSet Plus Hub package; single rear axle.		0	0
O	Rear slack adjusters included w/ axle or air disc brakes.		0	0
O	Spring brakes included w/ single rear air disc brakes.		0	0
S	Bendix 4S/4M anti-lock brake system.		0	0
O	Wheel Differential Lock for Dana Spicer Axles S21-170/172, S21-190, S23-170/172, S23-190, S26-190 & S30-190; adds D to the end of the axle part number.	Spec'd Option	1,081	28
O	Rear suspension: single Reyco 79KB multileaf 26K with helper spring. For use with rear air disc brakes. Unladen Height: 10.7 in. Laden Height: 8.4 in.	Spec'd Option	657	129
S	Bolted rear suspension crossmembers for Reyco 79KB. Replaces medium duty standard.		0	0

Tires & Wheels

O	Front tires: Bridgestone M870 315/80R22.5 20PR All Position	Spec'd Option	886	94
O	Rear tires: Bridgestone M726ELA 11R22.5 14PR	Spec'd Option	628	76
O	Rear Tire Quantity: 4		0	0
O	Front Wheel: Accuride 29300 22.5x9 steel Steel Armor[™] powder coat, hub-pilot mount. 10000lb. maximum rating. 5-hand holes. Not air disc brake compatible.	Spec'd Option	438	79
O	Rear Wheel: Accuride 50885 22.5x8.25 steel Steel Armor[™] powder coat, hub-pilot mount. Heavy-duty 5 hand-hole hub pilot mount. Code is priced per pair of wheels.	Spec'd Option	110	48
O	Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.		0	0
O	Rear Wheel/Rim Quantity: 4		0	0

Frame & Equipment

O	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 309 in. to 380 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80 cu.in., RBM is 1,776,000 in-lbs per rail. 120,000 PSI yield. Heat treated. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is	Spec'd Option	324	257
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Price Level: January 1, 2022

Deal: Morristown SWC200

Printed On: 8/24/2022 8:45:58 AM

Date: August 24, 2022

Quote Number: QUO-888940-H3T4R6

Std/ Opt	Description	\$ List	Weight
	required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.		
O	Full Steel Insert: for 10-5/8 in. or 10-3/4 in. Spec'd Option Steel 337 in. to 416 in. or 2nd insert for 11-5/8 in. steel frame. Adds 1,149,000 in-lb to main rail RBM. Truck insert weight is 2.05 lb.-in. per pair of rails. Full frame insert length is equal to wheelbase plus rear frame cutoff plus dimension forward of front axle by model: T660, T680, T800, T880 = 21.26 in.; C500B = bumper setting minus 0.79 in.; W900B = 5.27 in., W900L = 1.50 in., W900S = 3.27 in.; T440/T470 50 in. bumper setting = 21.26 in., T470 73 in. bumper setting = 72.3 in.	1,925	729
O	Bumper: Aerodynamic, Painted. Requires a Spec'd Option bumper setting code.	38	0
S	40 in. Bumper setting. Requires a bumper code.	0	0
S	Front tow loops: Two	0	0
	Custom Frame Layout: Spec'd Option CFL BBX: Mount battery box RH Rail starting 66"BOC CFL A/T: MOUNT AIR TANKS INSIDE RAILS STARTING 70" BOC CFL C/M: MOUNT FIRST BOC CROSSMEMBER ABOUT 48" FROM BOC. NEED INSIDE C/M RAIL CLEAR FROM BOC TO 35"	3,980	0
S	Battery box cantilever aluminum BOC with smooth Spec'd Option natural finish aluminum cover.	217	19
S	Battery box location: RH Side. Spec'd Option	89	0
S	DPF/SCR box natural end plates and natural cover.	0	0
S	Heavy-duty one-pc aluminum intermediate/fill-in crossmember.	0	0
O	Heavy-duty 5-piece rear cab support, bolted assembly. Huck fastened to frame.	0	0
O	Final end-of-frame cut-off dimension will be modified to less than or equal to 45 in.	0	0
O	Final end-of-frame cut-off dimension will be modified to 61 in. to 65 in.	0	0
S	Rear mudflap arms: Betts B-25 standard-duty, straight. Includes B1732 mounting brackets as standard.	0	0
S	Rear mudflap shields: White plastic antisail w/ Kenworth logo.	0	0
S	Square end-of-frame w/o crossmember; non-towing.	0	0
Fuel Tanks & Equip			
S	50 US gallon D-Shape rectangular aluminum under Spec'd Option fuel tank, replace. With non-slip step.	63	22
S	Small DEF tank, 5.5 gallons.	0	0
O	DEF to fuel fill ratio 2:1 or greater.	0	0
S	DEF tank location is LH under cab.	0	0

Price Level: January 1, 2022

Deal: Morristown SWC200

Printed On: 8/24/2022 8:45:58 AM

Date: August 24, 2022

Quote Number: QUO-888940-H3T4R6

Std/ Opt	Description	\$ List	Weight
S	Location: 50 gal fuel tank LH under cab	0	0
Cab & Equipment			
S	Cab: Stamped aluminum with curved windshield LED markers. Requires separate roof code.	0	0
O	Hood: Short Aero w/ Chrome Crown Spec'd Option	107	0
S	Cab HVAC - Day Cab and 40in Sleeper System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0	0
S	Steering wheel: 18 in. 4-spoke.	0	0
S	Adjustable telescoping tilt steering column.	0	0
O	5 sets of keys. Replaces standard 2 sets of keys. Spec'd Option	38	0
O	Dash Switch: 1st Allison-mntd PTO. Spec'd Option Electric switch and wiring are factory-installed to control the 1st Allison Trans mounted PTO.	166	0
O	Info for C/I PTO: Chelsea 10 Bolt	0	0
O	Two spare switches: Wired to power. Spec'd Option	51	0
S	Main Instrument Package: 7" Digital Display Cluster. Includes Physical (Analog): Speedometer, Tachometer, Oil Pressure, and Coolant Temp; and Digital: Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure, and Air Application for air brake trucks.	0	0
S	Interior Trim Package: 2.1M MD Gray Foam Backing/Cloth Headliner W/Gray Sunvisor & Seat Color Three Underdash Center Console Cupholders (Two If Allison Transmission Is Selected).	0	0
S	Driver Seat: KW Air Seat IB Vinyl w/o Armrests /Susp Cover	0	0
S	Rider Seat: KW Toolbox Seat IB Vinyl w/o Armrests	0	0
O	Kenworth Radio DEA700 AM/FM/WB Spec'd Option	325	0
O	Speaker Package For Cab: (2) Speakers Spec'd Option B-Pillar	50	0
S	Turn Signal: Self-Cancelling	0	0
S	LH and RH Trip Ledge Rain Deflectors	0	0

Price Level: January 1, 2022

Deal: Morristown SWC200

Printed On: 8/24/2022 8:45:58 AM

Date: August 24, 2022

Quote Number: QUO-888940-H3T4R6

Std/ Opt	Description		\$ List	Weight
O	Long grabhandle RH side mounted to side-of-cab exhaust.	Spec'd Option	23	2
O	Grabhandle: LH, Exterior, Side of Cab - Ergonomic Grab Handle Mounted To The Left Hand Exterior Of The Cab For Entry and Exit.	Spec'd Option	117	3
S	Dual Cab Interior Grabhandles: A Pillar Mounted Dash Wrap and B Pillar Mounted Grabhandles		0	0
S	Kenworth Daylite Door with standard LH/RH electric door locks and LH/RH electric window controls.		0	0
S	Single air horn under cab.		0	0
S	Look-Down, Pass. Door, Black 11x6		0	0
S	Mirror Shell: Dual Aero In-Mold Black		0	0
O	Mirror: Dual KW Aero Rear View Motor, heated with Integral CX	Spec'd Option	67	0
S	Rear cab stationary window 19in x 36in		0	0
S	One-piece bonded-in windshield with curved glass. Standard.		0	0
S	Direct mount, rubber isolated cab suspension.		0	0
O	Roof: Raised Profile, Stamped Aluminum w/ Additional Head Room & Interior Overhead Storage	Spec'd Option	60	0
Lights & Instruments				
S	Headlamps: Single Halogen Complex Reflector w/ Turn Indicator, Reflector and DRL. Fender Mtd.		0	0
S	Marker Lights: Five, rectangular, LED		0	0
O	Combination Stop, Tail, Turn & Backup Lights RH & LH.	Spec'd Option	98	0
O	Omit Brake Light with Engine Brake. Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.		0	0
O	Reflectors: Two Midframe	Spec'd Option	17	0
O	Body Builder Lighting Harness Coiled End Of Frame For Additional Customer Installed Exterior Lighting. Harness Includes Circuits for Additional Customer Installed Tail Lamps, Turn Lamps, Stop Lamps, and Marker Lamps.	Spec'd Option	146	0
O	Polyswitches replacing fuses. Switch will automatically reset after removal of excess load.	Spec'd Option	43	0
Air Equipment				
S	Air Dryer: Bendix AD-HF Puraguard Heated		0	0

Std/ Opt	Description	\$ List	Weight
S	Moisture ejection valve w/ pull cable drain.	0	0
S	Nylon air tubing in frame & cab, excluding hoses subject to excessive heat or flexing.	0	0
O	Locate air dryer under RH rail BOC. This code requires the use of a custom frame layout code.	0	0
O	Air tanks: clear of transmission area. This code requires the use of a custom frame layout code.	0	0
Extended Warranty			
S	Base Warranty - PACCAR PX-9 Engine 24 months / 250,000 miles / 402,336 km / 6250 hours.	0	0
O	Base Warranty - Standard Service Medium Duty 12 months / Unlimited miles & km	0	0
O	Base Warranty: Emissions 5YR/100K MI - EPA Engine (Does not include CARB Clean Idle sticker)	0	0
Miscellaneous			
O	GHG Secondary Manufacturer: Does Not Apply	0	0
O	Additional lead time required for off highway & /or specialty component truck.	0	0
O	Warning triangle reflector kit: Shipped loose. Spec'd Option Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	43	4
O	One 5 lb. dry chemical type fire extinguisher Spec'd Option mounted outboard of driver seat. Class ABC.	119	11
S	VMUX Architecture	0	0
Promotions			
Paint			
O	Paint color number(s).	0	0
	N9702 A - L0006 WHITE N9770 BUMPER L0006 WHITE N9720 FRAME N0001 BLACK		
O	Bumper Painted Color A Spec'd Option	75	0
O	Day Cab Bulk Paint	0	0
S	Day Cab Standard Paint	0	0
S	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0	0
S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	0

Price Level: January 1, 2022

Deal: Morristown SWC200

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Quote Number: QUO-888940-H3T4R6

<i>Std/ Opt</i>	<i>Description</i>	<i>\$ List</i>	<i>Weight</i>
Order Comments			



Total List Price (W/O Freight & Warranty & Surcharges)	\$156,842
Marketing and Service Support Fee	\$1,040
Prepaid Freight	\$2,825
Total Surcharge/Options Not Subject To Discount	\$0
 Total Weight	 12,585

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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Total Chassis List Price (W/O Freight, Marketing Service and Support Fee)- \$156,842.00
Freight & Marketing and Service Support Fee- \$3,865.00
Total Chassis List also including Freight & Marketing Service and Support Fee- \$160,707.00

Net Selling Price on SWC200 for Chassis only is-\$137,497.00

Stringfellow-Pac Mac KB20-HJ/1824 Brush Loader & Body-\$118,109.25

Completed Total Price on SWC200-\$255,606.25



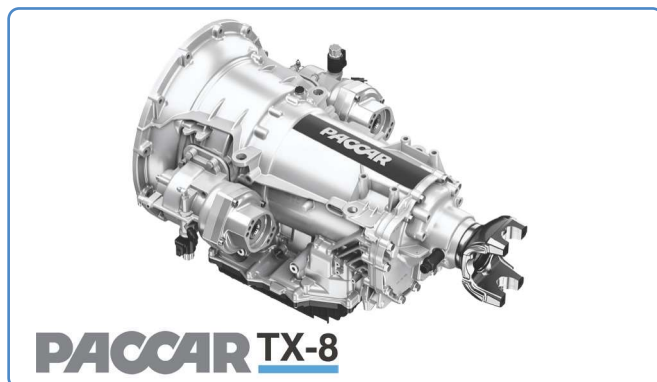
T380V

T480V



Efficient, Convenient and Comfortable.

Tough, versatile, efficient and reliable, the new Kenworth T380V/T480V vocational hood models are the ideal solution for applications requiring full parent rails and FEPTO/REPTO, as well as 4x4 or 6x6 capability.



PACCAR TX-8

For more intuitive vehicle control and superior performance from drivers of all experience levels, spec PACCAR's TX-8 automatic 8-speed transmission. With a best-in-class power-to-weight ratio, it also upshifts your payload and profit potential.



Digital Display & SmartWheel

A new, class-leading 7-inch high-definition digital display employs cutting-edge technology to deliver critical operating information to the driver intuitively, efficiently, with minimum distraction. Spec the Kenworth SmartWheel® for finger-tip access to all your controls.

Standard Automatic Temperature Controls



Standard Instrument Panel with 7-Inch Digital Display

Engines:

- PACCAR PX-7 Standard
- PACCAR PX-9 Optional
- Cummins L9N Optional

Hood:

- Vocational Hood Standard

Bumpers:

- Steel Channel Bumper Standard
- 24 Inch Bumper Extension
- Available Braden Winch Provision

Front Drive Axle (T480):

- Up to 20,000 lbs.

Roof Options:

- Low Roof Standard
- Raised Roof Optional (Shown)

Tire Sizes - 22.5" and 24.5"

Axle Ratings

- Front - 10,000 to 20,000 lbs.
- Rear - 20,000 to 46,000 lbs.



A PACCAR COMPANY

KENWORTH TRUCK COMPANY
P.O. Box 1000
Kirkland, Washington 98083-1000
(425) 828-5000

CANADIAN KENWORTH COMPANY
6711 Mississauga Road N.
Mississauga, Ontario L5N 4J8



[Return to Agenda](#)

Note: Equipment and specifications shown in this brochure are subject to change without notice. Consult with your Kenworth dealer at time of ordering for standard and optional equipment.



T380

T480



Efficient, Convenient and Comfortable.

Tough, efficient and reliable, the new Kenworth T380/T480 Class 7/8 models can maximize the versatility and money-making potential of your business – while offering the comfort and driveability of a fine automobile.



PACCAR TX-8

For more intuitive vehicle control and superior performance from drivers of all experience levels, spec PACCAR's TX-8 automatic 8-speed transmission. With a best-in-class power-to-weight ratio, it also upshifts your payload and profit potential.



Digital Display & SmartWheel

A new, class-leading 7-inch high-definition digital display employs cutting-edge technology to deliver critical operating information to the driver intuitively, efficiently, with minimum distraction. Spec the Kenworth SmartWheel® for finger-tip access to all your controls.

Standard Automatic Temperature Controls



Standard Instrument Panel with 7-Inch Digital Display

Engines:

- PACCAR PX-7 Standard
- PACCAR PX-9 Optional

Bumpers:

- Aero Painted Standard
- Aero Chrome Optional (Shown)
- Available Braden Winch Provision

Roof Options:

- Low Roof Standard
- Raised Roof Optional (Shown)

Tire Sizes - 19.5", 22.5" and 24.5"

Front Drive Axle (T480):

- Up to 20,000 lbs.

Axle Ratings

- Front - 10,000 to 20,000 lbs.
- Rear - 20,000 to 46,000 lbs.



KENWORTH TRUCK COMPANY
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Note: Equipment and specifications shown in this brochure are subject to change without notice. Consult with your Kenworth dealer at time of ordering for standard and optional equipment.

[Return to Agenda](#)

A **PACCAR** COMPANY

T280T380 SP/21 © 2021 Kenworth Truck Co.

SWC# 200 Class 8 Trucks

Contract Information and Usage Instructions

Contract Period: This is a three year contract with a one year renewal option. It began on July 1, 2022 and will expire on June 30, 2025.

Summary/Background Information: This contract is for Class 8 trucks. The Heavy Duty Single, Tandem, and Tri-Axle Tractors are covered under this contract. There is an option clause associated with this contract which allows for the addition of any factory or aftermarket options at the time of purchase. Please reference brands and models covered on each award winners price sheet,

State Contact Information

Contract Administrator:

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

Vendor Contact Information:

Worldwide Equipment, Inc.
Edison Contract 75193
Craig Stallings
Vendor Sales Contact
276-628-8150
Craig.stollings@thetruckpeople.com
6614 Wilbanks Road
Knoxville, TN 37912

1000199888	Truck, Class 8 Generic Asset, Tandem Axle, Automated Manual Transmission
1000199889	Truck, Class 8 Generic Asset, Tandem, Standard Transmission
1000199890	Truck, Class 8 Generic Asset, Tri Axle, Standard

	Transmission
1000199891	Truck, Class 8 Generic Asset, Tri Axle, Automated Manual Transmission
1000199892	Truck, Class 8 Generic Asset, Single Axle, Automated Manual Transmission
1000199893	Truck, Class 8 Generic Asset, Single Axle, Standard Transmission

Cumberland International
 Edison Contract 75194
 Eric Creasy
 Vendor Sales Contact
 615-767-8681
 ecreasy@cltte.com
 1901 Lebanon Pike
 Nashville, TN 37210

1000199888	Truck, Class 8 Generic Asset, Tandem Axle, Automated Manual Transmission
1000199889	Truck, Class 8 Generic Asset, Tandem, Standard Transmission
1000199890	Truck, Class 8 Generic Asset, Tri Axle, Standard Transmission
1000199891	Truck, Class 8 Generic Asset, Tri Axle, Automated Manual Transmission
1000199892	Truck, Class 8 Generic Asset, Single Axle, Automated Manual Transmission
1000199893	Truck, Class 8 Generic Asset, Single Axle, Standard Transmission

Usage Instructions:

All documents needed to purchase a vehicle off the contract can be found on the Statewide Contract Search Page web page, located here: [Active Statewide Contracts \(tn.gov\)](#)

Delivery times will vary, but the dealer will give an estimated date

Please contact the selected dealer for an exact quote.

The option clause can be used for both factory and aftermarket equipment installed at the time of purchase. It can also be used to delete or add any factory installed equipment.

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

all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);

Tennessee local governmental agencies;

members of the University of Tennessee or Tennessee Board of Regents systems;

any private nonprofit institution of higher education chartered in Tennessee; and,

any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

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

Billing and Payment Instructions:

Follow your agency specific rules for bill and payments. Specify delivery location to the dealership when ordering; delivery times will vary.

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Morristown City Council Agenda Item Summary

Date: May 16th, 2023

Agenda Item: Accept the quote from The Clean-Living Company and authorize the one-time procurement of flooring restoration services for City Center totaling \$27,950.00.

Prepared By: Andrew Ellard

Subject: City Center Flooring Restoration

Background: The City Center building has approximately 3800 square feet of Tennessee pink marble and black limestone flooring on the main floor, stairways, and landing. The flooring has lost its sheen and needs polishing/restoration. Doing so would also ensure the longevity of the tile. The City does not have the resources to provide this level of polishing/restoration and as such, it is necessary the city procure these services from an outside vendor.

Findings/Current Activity:

An invitation to bid was advertised twice in the Citizen Tribune, on the city's website, and on Vendor Registry.com. Unfortunately, the City did not receive any responses to our request for bids. Staff was able to obtain a quote from the Clean-Living Company for these services. The City has procured services from this company in prior year's and the services provided have met the needs of the City.

Financial Impact:

ARPA Funds will be utilized for the procurement of these services.

Total base project price - \$27,950.00.

Action options/Recommendations:

Accept the quote from The Clean-Living Company and authorize the one-time procurement of flooring restoration services totaling \$27,950.00.

Attachment: Quote

Estimate

The Clean Living Co., Inc.
6324 Murray Lane
Brentwood, TN 37027

Name/Address
City of Morristown PO Box 1499 Morristown, TN 37816 attn: Gary Blizzard

Date	Estimate No.	Project
03/29/23	111	

Item	Description	Quantity	Cost	Total
Restoration	Spot hone in areas where excessive where to remove abrasions and scratching, polish all of stone flooring wall to wall to gloss and seal.		19,450.00	19,450.00
Restoration	Fully restore both sides of stair casings treads (not risers) and landings to gloss and seal.		7,000.00	7,000.00
reimbursable expense	Hotel and per diem for up to 10 days		1,500.00	1,500.00
	*50% deposit required to set production date			
Thank you for your business.			Total	\$27,950.00



Morristown City Council Agenda Item Summary

Date: May 16, 2023

Agenda Item: 2012 Dodge Charger

Prepared By: Larry Clark

Subject:

2012 Dodge Charger (Unit 362)

VIN# 2C3CDXAG7EH132921

Mileage 71,270

Background/History:

Citizen's vehicle failed to give right of way to Officers vehicle, causing collision. Damages to drivers' side front/front quarter panel. Secondary damage to driver side rear. Vehicle has been totaled.

Findings/Current Activity:

Financial Impact:

Action options/Recommendations:

State Auto offered \$12,146.48 for surplus vehicle.

Attachment:



Morristown City Council Agenda Item Summary

Date: May 16th, 2023

Agenda Item: Accept the bid for Talley Ward Recreational Center masonry work, award the bid to ABG Caulking & Waterproofing, and authorize the City Administrator to enter into an agreement with ABG Caulking & Waterproofing totaling \$50,000.00.

Prepared By: Andrew Ellard

Subject: Talley Ward Recreational Center Masonry Project

Background: During the April 18th, 2023 city council meeting, the council approved the purchase and installation of thirty-eight (38) new windows for the Talley Ward Recreational Center. Prior to installing the windows, joints need to be cut in the masonry. In addition, caulking must be applied to all exposed holes/joints and the masonry requires cleaning and waterproofing. Doing so will prolong the life of the new windows and prevent future cracks/damage.

Findings/Current Activity:

An invitation to bid was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. Two bids were received, the first from ABG Caulking & Waterproofing and the second from Eskola, LLC. The original invitation to bid required prospective vendors to attend a mandatory pre-bid meeting. Further, the bid specifications required prospective vendors to provide proof that the vendor is approved to apply the waterproofing sealant. Eskola, LLC failed to meet both requirements and as such, the bid was disqualified from the bid process. Staff would recommend the council accept ABG Caulking's bid as the best and only qualified bid.

Financial Impact:

ARPA funds will be used for the procurement of these services.

Saw cut joints, clean cast stone, & caulking = \$25,000.00

Clean all masonry and apply waterproofing sealant = \$25,000.00

Total price = \$50,000.00

Action options/Recommendations:

Accept the bid, award the bid to ABG Caulking & Waterproofing and authorize the City Administrator to enter into an agreement with ABG Caulking & Waterproofing totaling \$50,000.00.

Attachment: Bid tabulation

**TALLEY WARD MASONRY PROJECT
INVITATION TO BID
FY23**

	Vendor
Service Description	ABG Caulking
Bid Base Price (Cut saw joints, caulking, cast stone cleaning)	\$25,000.00
Alternate Pricing (Clean/Waterproof all brick masonry)	\$25,000.00
Total	\$50,000.00



Morristown City Council Agenda Item Summary

Date: May 16th, 2023

Agenda Item: Acknowledge receipt of bids for upfitting/equipping of fire vehicles, accept the bid from Southeast Apparatus as the best and most qualified bid and authorize the one-time procurement of services/equipment from Southeast Apparatus to upfit two (2) Fire Department vehicles totaling \$12,560.00.

Prepared By: Andrew Ellard

Subject: Upfitting/equipping of fire vehicles

Background: The city recently took possession of two (2) Fire Department Dodge Durango's. Each vehicle will need to have the necessary emergency equipment purchased and installed, which includes emergency lighting, siren, graphics, etc... To ensure each vehicle is upfitted in a professional, consistent manner, bids were sought for upfitting services.

Findings/Current Activity:

An invitation to bid was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. Bids were received from Southeast Apparatus and Trucker's Lighthouse. The specifications within the bid required ala carte pricing (i.e. pricing for individual parts and services). Although Trucker's Lighthouse's pricing for four (4) parts was less than Southeast Apparatus's pricing, the total price package offered by Southeast Apparatus (based on chosen options, product quantities, and labor) was significantly less than Trucker's Lighthouse. As such, staff recommends the bid be awarded to Southeast Apparatus. (See the attached bid tabulation for further information).

Financial Impact:

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

Total Cost = \$12,560.00

Action options/Recommendations:

Acknowledge bids, award the bid to Southeast Apparatus, and authorize the one-time procurement of equipment/services from Southeast Apparatus to upfit two (2) Fire Department vehicles totaling \$12,560.00.

Attachment: Bid tabulation & (2) Southeast Apparatus Quotes

**FIRE DEPARTMENT VEHICLE UPFITTING
INVITATION TO BID
FY23**

Item	Vendor	
	Trucker's Lighthouse	Southeast Appartus
Quantum light bar	\$713.90	\$860.00
Quad Surface Mount	\$217.80	\$99.00
Quad 600 Stick	\$445.08	\$530.00
Easy Flash Module 2.0	\$373.75	\$210.00
HHS3200 Whelen handheld siren	\$470.57	\$555.00
60-Amp circuit breaker – manual reset	\$33.67	\$22.00
Hammer Low Frequency Siren 100W	\$273.90	\$249.00
Red junction box	\$8.42	\$6.00
100-Amp contactor w/ indicator light	\$165.25	\$127.00
ATO/ATC 10 gang fuse block with ground terminal	\$34.42	\$19.00
Feniex Triton 100W siren speaker	\$119.90	\$110.00
20 feet of Coax Cable	\$32.50	\$15.00
8-position terminal block	\$13.12	\$5.50
Quad Converter	\$123.75	\$88.00
CODE 3 traffic light changer	\$292.50	\$500.00
Vinyl package for Dodge Durango	\$985.00	\$900.00
Freight	\$250.00	\$150.00
Labor (Price per hour)	\$140.00	\$100.00
Number of days to install all equipment	5	5
Number of days to install graphics	2	5

Southeast Apparatus LLC

326 Old Lynn Camp School Rd
Corbin, KY 40701
United States

Voice: 606-523-4497
Fax: 606-528-2824

QUOTATION

Quote Number: M1647
Quote Date: May 12, 2023
Page: 1

Quoted To:

MORRISTOWN FIRE DEPT.
P.O. BOX 1499
MORRISTOWN, TN 37816
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
MORRTO	6/11/23	Net 30 Days	25TCV

Quantity	Item	Description	Unit Price	Amount
1.00	TR3-FEN-QT-1915	QUANTUM INTERIOR FRONT LIGHTBAR DURANGO(2015-2021)	860.00	860.00
10.00	TR3-FEN-QSM-8101	QUAD SURFACE MOUNT	99.00	990.00
1.00	TR3-FEN-S-3017	HAMMER LOW FREQUENCY SIREN, 100W	249.00	249.00
1.00	TR3-FEN-S-2009	FENIEX TRITON 100W SIREN SPEAKER	110.00	110.00
1.00	TR3-FEN-Q-0620	QUAD 600 STICK	530.00	530.00
1.00	TR3-STE-EFMZ-CHRV-V	EASY FLASH MODULE 2.0 (2018-2023)	210.00	210.00
12.00	LABOR-100	DODGE RAM, JEEP BUNDLE W/HARNESS LABOR TO JOB / YEAGER EMERGENCY LIGHTING	100.00	1,200.00
1.00	TR3-HHS3200	HHS3200 WHELEN HANDHELD SIREN	555.00	555.00
1.00	TR3-SSC20-100	100 AMP CONTACTOR w/INDICATOR LIGHT	127.00	127.00
1.00	TR3-C3-TRAFFIC	CODE 3 TRAFFIC LIGHT CHANGER	500.00	500.00
1.00	TR3-BP-CB60PB	60 AMP CIRCUIT BREAKER - MANUAL RESET	22.00	22.00
1.00	TR3-WTK-47213	RED JUNCTION BLOCK	6.00	6.00
1.00	TR3-CA-46062	ATO/ATC 10 GANG FUSE BLOCK WITH GROUND TERMINAL	19.00	19.00
1.00		VINYL PACKAGE FOR DURANGO/REFLECTIVE "CITY OF MORRISTOWN"	900.00	900.00
1.00	TR3-COAX	20' COAX CABLE	15.00	15.00
2.00	TR3-WTK-47358	8 POSITION TERMINAL BLOCK 30AMP,	5.50	11.00

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
TOTAL	Continued

Southeast Apparatus LLC

326 Old Lynn Camp School Rd
Corbin, KY 40701
United States

QUOTATION

Quote Number: M1647
Quote Date: May 12, 2023
Page: 2

Voice: 606-523-4497
Fax: 606-528-2824

Quoted To:

MORRISTOWN FIRE DEPT.
P.O. BOX 1499
MORRISTOWN, TN 37816
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
MORRTO	6/11/23	Net 30 Days	25TCV

Quantity	Item	Description	Unit Price	Amount
2.00	TR3-FEN-Q-0020	600v MAX CRUISE LIGHTING, SCENE LIGHTING FRONT/BACK/LEFT/RIGHT, RED LIGHT FLASH MODE, AND RED/WHITE FLASH MODE QUAD CONVERTER	88.00	176.00
			Subtotal	6,480.00
			Sales Tax	
			Freight	150.00
			TOTAL	6,630.00

Southeast Apparatus LLC

326 Old Lynn Camp School Rd
Corbin, KY 40701
United States

Voice: 606-523-4497
Fax: 606-528-2824

QUOTATION

Quote Number: 4046
Quote Date: May 12, 2023
Page: 1

Quoted To:

MORRISTOWN FIRE DEPT.
P.O. BOX 1499
MORRISTOWN, TN 37816
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
MORRTO	6/11/23	Net 30 Days	25TCV

Quantity	Item	Description	Unit Price	Amount
1.00	TR3-FEN-QT-1915	QUANTUM INTERIOR FRONT LIGHTBAR DURANGO(2015-2021)	860.00	860.00
10.00	TR3-FEN-QSM-8101	QUAD SURFACE MOUNT	99.00	990.00
1.00	TR3-FEN-S-3017	HAMMER LOW FREQUENCY SIREN, 100W	249.00	249.00
1.00	TR3-FEN-S-2009	FENIEX TRITON 100W SIREN SPEAKER	110.00	110.00
1.00	TR3-FEN-Q-0620	QUAD 600 STICK	530.00	530.00
1.00	TR3-STE-EFMZ-CHRV-V	EASY FLASH MODULE 2.0 (2018-2023)	210.00	210.00
12.00	LABOR-100	DODGE RAM, JEEP BUNDLE W/HARNESS LABOR TO JOB / YEAGER EMERGENCY LIGHTING	100.00	1,200.00
1.00	TR3-HHS3200	HHS3200 WHELEN HANDHELD SIREN	555.00	555.00
1.00	TR3-SSC20-100	100 AMP CONTACTOR w/INDICATOR LIGHT	127.00	127.00
1.00	TR3-C3-TRAFFIC	CODE 3 TRAFFIC LIGHT CHANGER	500.00	500.00
1.00	TR3-BP-CB60PB	60 AMP CIRCUIT BREAKER - MANUAL RESET	22.00	22.00
1.00		VINYL PACKAGE FOR DURANGO REFLECTIVE "CITY OF MORRISTOWN" "PARTIAL PACKAGE"	200.00	200.00
1.00	TR3-WTK-47213	RED JUNCTION BLOCK	6.00	6.00
1.00	TR3-CA-46062	ATO/ATC 10 GANG FUSE BLOCK WITH GROUND TERMINAL	19.00	19.00
1.00	TR3-COAX	20' COAX CABLE	15.00	15.00
2.00	TR3-FEN-Q-0020	QUAD CONVERTER	88.00	176.00

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
TOTAL	Continued

Southeast Apparatus LLC

326 Old Lynn Camp School Rd

Corbin, KY 40701

United States

Voice: 606-523-4497

Fax: 606-528-2824

QUOTATION

Quote Number: 4046

Quote Date: May 12, 2023

Page: 2

Quoted To:

MORRISTOWN FIRE DEPT.

P.O. BOX 1499

MORRISTOWN, TN 37816

USA

Customer ID	Good Thru	Payment Terms	Sales Rep
MORRTO	6/11/23	Net 30 Days	25TCV

Quantity	Item	Description	Unit Price	Amount
2.00	TR3-WTK-47358	8 POSITION TERMINAL BLOCK 30AMP, 600v MAX	5.50	11.00
Subtotal				5,780.00
Sales Tax				
Freight				150.00
TOTAL				5,930.00



Morristown City Council Agenda Item Summary

Date: May 16th, 2023

Agenda Item: Authorize the City Administrator to enter into a three (3) year agreement with Murrell Burglar Alarms to provide burglar alarm monitoring services for the City of Morristown Police Department Impound Lot in the amount of \$298.44 per month.

Prepared By: Andrew Ellard

Subject: Alarm system and monitoring contract for the Police impound lot

Background: On May 6th, 2021, the Morristown City Council approved an agreement with Murrell Burglar Alarms to have a burglar alarm system installed at the Police Department's impound lot. Because the impound lot did not have power, the alarm system was not immediately installed.

Findings/Current Activity:

The impound lot now has a power source so installation of the alarm system is now possible. Two quotes were obtained for installation, parts, labor, batteries, and monitoring services. Murrell Burglar Alarms provided the best and lowest quote.

Financial Impact:

Funds have been appropriated in FY23 budget for the procurement of these services.

Action options/Recommendations:

Authorize the City Administrator to enter into a three (3) year agreement with Murrell Burglar Alarms totaling \$298.44 per month.

Attachment: Murrell Burglar Alarm Contract

MURRELL BURGLAR ALARMS
ANOTHER OPERATIONS OF MURRELL
TECHNOLOGIES L.P.
5353 Old Highway 11 E Morristown, TN 37814
PHONE: (423) 586-9401 FAX: 423-581-3883
TN Alarm Cert.C-0002 VA Alarm Lic. 11-3642



STANDARD ALARM SALES AGREEMENT

Date: 2-16-2023

SUBSCRIBER'S NAME: Morristown Police Impound Lot

TELEPHONE NO.: _____

ADDRESS: 445 Howell Rd Morristown, TN 37813

1. MURRELL BURGLAR ALARMS (hereinafter referred to as "MBA" or "ALARM COMPANY") agrees to sell, install, and program at Subscriber's premises and Subscriber agrees to buy, an electronic security and/or fire alarm system, consisting of the following equipment:

(See Attached P-A# 63623 of Equipment and Services.)

Purchase Price: \$ n/a

STATE OF TN USE TAX PAID BY MBA

Down Payment/or Discount: \$ n/a

Pending # of App Users

Balance due upon completion: \$ n/a

System as A Service

Communication System Remains Personal Property of MBA: MBA shall install and program the Communication System, consisting of communication software radio, cellular and/or internet connection devices connected to Subscriber's security system. The Communication System shall remain the sole personal property of MBA and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by MBA. Communication software is part of the instrument panel programmed to transmit a signal.

2. DESCRIPTION OF SERVICES: Value of installed Communication System is \$ 260.00

Check services provided: ☒ Monitoring Center Services ☐ Telephone ☒ Cellular/Radio ☐ High Speed Internet Monitoring
☐ Alarm Signal Verification ☒ Remote Access ☐ Video ☐ Audio ☐ Arm/Disarm ☐ Other:

3. MONITORING CENTER CHARGES: Subscriber agrees to pay MBA:

(a) The sum of \$ n/a, plus tax for the installation and programming of the software and Communication devices if separate from the alarm panel if not already installed.

(b) The sum of \$ 298.44, plus tax payable monthly in advance for the monitoring and servicing of the Communication System for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month. The balance of payments for the term of this agreement is due upon execution of the agreement. For the convenience of the parties and so long as there is no default in payments, Subscriber may make the payments as provided herein.

*included in sas

(c) REMOTE SUBSCRIBER ACCESS: Subscriber agrees to pay MBA the Sum of \$ _____ payable _____ for the term of this agreement.
(d) SERVICE: Subscriber agrees to pay MBA on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay MBA for all parts and labor at time of service. Subscriber is not obligated to call MBA for per call service and MBA is under no duty to provide service except its warranty service during warranty period. Service by anyone other than MBA during warranty period relieves MBA on further obligations under the Limited Warranty

4. PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF MBA: Provided Subscriber performs this agreement for the full term, upon termination MBA shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by MBA is the intellectual property of MBA and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. MBA's signs and decals remain the property of MBA and must be removed upon termination of this Agreement.

5. TERM OF AGREEMENT / RENEWAL: The term of this agreement shall be for a period of (3) years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof MBA shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. MBA may invoice Subscriber in advance monthly, quarterly, or annually at MBA's option. Unless otherwise specified herein, all recurring charges for 3(a)-(d) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

6. MONITORING CENTER SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security and/or fire alarm system, MBA or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Fire alarms are reported to the fire department unless operator believes no fire condition exists at the premises. Once dispatched, fire department response cannot be recalled. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from MBA. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of MBA or MBA's designee Monitoring Center and MBA does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of MBA and are not maintained by MBA except MBA may own the radio network, and MBA shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish MBA with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List MBA will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with MBA's notification obligation. All changes and revisions shall be supplied to MBA in writing. Subscriber authorizes MBA to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal Monitoring Center shall monitor video or sound for so long as Monitoring Center in its sole discretion deems appropriate to confirm an alarm or emergency condition. If Subscriber requests MBA to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay MBA for each such service. MBA may, without prior notice, suspend or terminate its services, in MBA's sole discretion, in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by MBA.

7. EXCULPATORY CLAUSE: MBA and Subscriber agree that MBA is not an insurer and no insurance coverage is offered herein. The fire alarm, security system, equipment, and MBA's services are designed to detect and reduce certain risks of loss, though MBA does not guarantee that no loss or damage will occur. MBA is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by MBA's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for intentional willful misconduct.

8. REPAIR SERVICE: Repair service pursuant to paragraph 3(d) includes all parts and labor, and MBA shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9a.m. and 5p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without MBA's written consent.

9. **SUBSCRIBER REMOTE ACCESS:** If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by MBA, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by MBA or Subscriber's Internet or wireless connection device which is compatible with MBA's remote services. MBA will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed, or when system permits, connect the system to the Internet, over which MBA has no control. The remote services server is provided either by MBA or a third party. MBA shall install the camera(s) in a permissible location in Subscriber's premises to permit Subscriber to view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data to be accessible to the alarm system by others.

10. **WIRELESS AND INTERNET ACCESS CAPABILITIES:** Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. MBA does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, MBA will authorize Subscriber access. MBA is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and MBA shall have no liability for such third party unauthorized access. MBA is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. MBA is not responsible for access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. MBA has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully. MBA has made no representations and has provided no advice regarding the use of audio equipment.

11. **FIRE ALARMS:** Unless the Schedule of Equipment and Services provides for a fire alarm system, MBA makes no representation that the fire alarm equipment meets local code requirements or constitutes a fire alarm system as that term is defined by the Authority Having Jurisdiction (AHJ) over fire alarm systems in Subscriber's premises. If a fire alarm system to code is specified in the Schedule of Equipment and Services then MBA will install the alarm pursuant to AHJ requirements.

12. **DELIVERY AND INSTALLATION / RISK OF LOSS OF MATERIAL:** MBA shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including MBA's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of MBA, MBA shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay MBA the sum of \$1,000 per day for each business day the work is rescheduled or delayed by Subscriber. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber through no fault of MBA, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material and through no fault of MBA, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify MBA if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 3 and 7. MBA shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, MBA shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 72 hours, exclusive of Saturday, Sunday and legal holidays. During the business hours of 9 a.m. and 5 p.m., Subscriber agrees to test and inspect the security equipment and to advise MBA of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and MBA fails to repair the security equipment within 72 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to MBA, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by MBA, evidencing that warranty service was requested by Subscriber.

13. **CARE AND SERVICE OF SECURITY SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, absolute components and components exceeding manufacturer's useful life, are not included in warranty and will be repaired or replaced at Subscriber's expense payable at time of service. No repairs or device shall be attached to or connected with the security system as originally installed without MBA's written consent. 16. **ALTERATION OF PREMISES FOR INSTALLATION:** MBA is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in MBA's sole discretion for the installation and service of the security system, and MBA shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, hereby agrees to such installation, service, or removal of the security system, and Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnity and hold harmless MBA, its employees, agents and subcontractors, from and against all claims, lawsuits, damages, expenses, losses, including those brought by third parties or by Subscriber, including reasonable attorney's fees and losses, asserted against and alleged to be caused by MBA's performance, negligence or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber, on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against MBA or MBA's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

18. **LIMITED WARRANTY ON EQUIPMENT:** In the event that any part of the security equipment becomes defective, MBA agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of one (1) year from the date of installation. MBA reserves the option to either replace or repair the alarm equipment and reserve the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, absolute components, and components exceeding manufacturer's useful life. MBA is not the manufacturer of the equipment and other than MBA's limited warranty, Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, MBA makes no express warranties, or that the system will prevent any loss by burglary, hold-up, fire or otherwise or that the system will in all cases provide the detection for which it is installed. MBA expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unattempted repair service, modification, or improper installation by anyone other than MBA. Subscriber acknowledges that any affirmation of fact or promise made by MBA shall not be deemed to create an implied warranty unless included in this agreement in writing. That Subscriber is not relying on MBA's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that MBA has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for MBA's breach of this agreement or independent of any degree under this agreement is to require MBA to repair or replace, at MBA's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 3(d) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, MBA will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

19. **LIEN LAW:** MBA or any subcontractor engaged by MBA to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

20. **SUBSCRIBERS DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, A/R/C Type circuit breaker and dedicated receptacle, internet connection, high-speed broadband cable or DSL and IP address, telephone hook-ups, RJ45 block or equivalent, as deemed necessary by MBA.

21. **INSURANCE / ALLOCATION OF RISK:** Subscriber shall maintain a policy and liability insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and MBA is named as additional insured and which shall cover any loss or damage MBA's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or MBA's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. MBA shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against MBA and its subcontractors for loss or damages caused by perils intended to be detected by MBA's services or covered by insurance. Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

22. **LIMITATION OF LIABILITY:** SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF MBA AS A RESULT OF MBA'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF MBA'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT MBA'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE MBA'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH MBA'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE. SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

X Subscriber to Initial: _____

23. **LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by MBA, the payments to be made by the Subscriber for the term of this agreement form an integral part of MBA's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix MBA's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to MBA, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and MBA shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein. **SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.**

X Subscriber to Initial: _____

The prevailing party in any litigation or arbitration is entitled to recover its reasonable legal fees from the other party. In any action commenced by MBA against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER AGREES THAT SUBSCRIBER MAY BRING CLAIMS AGAINST MBA ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement and is authorized to conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision you are waiving your right to a trial before a judge or jury, waiving your right to appeal the arbitration award and waiving your right to participate in a class action. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Tennessee, except for arbitration which is governed by the FAA and agree that any litigation or arbitration between the parties may be commenced and maintained in the county where MBA's principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against MBA in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. **SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.**

X Subscriber to Initial: _____

24. **MBA'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that MBA is authorized and permitted to subcontract any services to be provided by MBA to third parties who may be independent of MBA, and that MBA shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints MBA to act as Subscriber's agent with respect to such third parties, except that MBA shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to MBA's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of MBA.

25. **MOLD, OBSTACLES AND HAZARDOUS CONDITIONS:** Subscriber shall notify MBA in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event MBA discovers the presence of suspected asbestos or other hazardous material, MBA shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate MBA for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If MBA, in its sole discretion, determines that continuing the work poses a risk to MBA or its employees or agents, MBA may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate MBA for all services rendered and material provided to date of termination. MBA shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall MBA be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

26. **FALSE ALARMS / PERMIT FEES / WITNESS FEES:** Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse MBA for any fees or fines relating to permits or false alarms. MBA shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons MBA requiring any services or appearances, Subscriber agrees to pay MBA per hour for such services and appearances. Subscriber shall reimburse MBA for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

27. **FAIR CREDIT REPORTING ACT:** In compliance with the Fair Credit Reporting Act ("FCRA"), the Subscriber hereby authorizes MBA to obtain a consumer credit report. Subscriber has the right, by contacting the provider of this information, to dispute the information on the report or request additional disclosures as provided under Section 606 of the FCRA. Written request must be given from the Subscriber to MBA to request additional credit information. Subscriber releases all persons involved in the credit investigation from liability in connection with such investigation.

28. **FULL AGREEMENT / SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT THE TIME OF EXECUTION

MURRELL TECHNOLOGIES LP D/B/A MURRELL BURGLAR ALARMS:

Subscriber agrees to have its credit card automatically charged for all charges under this contract.

By: Glenn Brady EP: 45328

Credit Card#: _____

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

Expiration Date: _____ Billing Zip Code: _____

Security Code: _____

Card Holders Name: (As it appears on credit card): _____

X
Subscriber's/Buyer's: Signature

X
Print Name Tax ID SS# or EIN