

**WORK SESSION AGENDA
NOVEMBER 7, 2023
4:00 p.m.**

1. Agenda Review and Citizen Forum

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
NOVEMBER 7, 2023
5:00 p.m.**

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Reverend Mark Campbell, Morristown Police Department 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. October 17, 2023

9. **OLD BUSINESS**

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

1. Ordinance No. 4761
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 032033L G 01800, 032033L G 01900, 032033L G 02000 from IB (Intermediate Business District) to CB (Central Business District), (309, 313 and 317 N. Cumberland Street).

2. Ordinance No. 4762
Entitled an Ordinance to close and vacate certain rights-of-ways between East 6th North Street and East 4th North Street within the City of Morristown, Tennessee.
3. Plan of Services Resolution No. 2023-21
Resolution Adopting a Plan of Services for the Annexation of Hamblen County Tax ID # 0322 06201 located off of Noe's Chapel Road.
4. Ordinance No. 4763
Entitled an Ordinance to annex certain territory and to incorporate same within the corporate boundaries of the City of Morristown Tennessee; Annexation of 14.68 acres as described in Hamblen County Warranty Deed Book 2001, Pages 808-812, having Hamblen County Tax ID #032024 06201 (intersection of Cherokee Drive and Noe's Chapel Road).
5. Ordinance No. 4764
Being an Ordinance of the City Council of Morristown, Tennessee amending Title 14 (Zoning and Land Use Control), Chapter 35 (Gateway Overlay District) of the Morristown Municipal Code (to include South Cumberland).
6. Ordinance No. 4765
Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tax Parcel ID's # 041F E 037.15 and #041F E 037.13 from R-2 (Medium Density Residential) to HI (Heavy Industrial) (located at end of South Economy).
7. Ordinance No. 4766
Being an Ordinance of the City Council of Morristown, Tennessee amending Title 14 (Zoning and Land Use Control), Chapter 12 (Light Industrial District) Section 14-1208 (Building Height).

10. NEW BUSINESS

10-a. Resolutions

10-b. Introduction and First Reading of Ordinances

10-c. Awarding of Bids/Contracts

1. Approval to declare computer and electronic equipment as surplus.
2. Authorize a one-time purchase of five (5) 10-8 Arsenal In-Car camera systems along with ten (10) batteries for a total of \$ 12,437.45.

3. Authorize the purchase of sixteen (16) Tactical Shields per the attached quote for \$8,423.84 from Dana Safety Supply via an open governmental agreement between Dana Safety Supply and Bradford County, Florida.
4. Authorize the purchase of rock salt from Morton Salt Company in an amount not to exceed \$50,000 via Statewide Contract (#507).
5. Approval to declare Police Vehicle #370 2014 Dodge Charger that has been removed from service as surplus (VIN# 2C3CDXAG1EH132939).
6. Approval of Proposal for CDBG Consolidated Plan “Analysis of Impediments to Fair Housing” by Central Services in an amount of \$11,500 to be paid by CDBG funds.
7. Approve a ground lease and development agreement between the City of Morristown and WP Air LLC to allow for the construction of additional taxilanes and hangars in an area west of the SEI development area and hangars. The Morristown Regional Airport Commission recommended approval July 27, 2023.
8. Authorization to apply for the Shade Your Stream Grant in an amount up to \$83,000. Local match in an amount up to \$16,000.
9. Approve Professional Service Agreement with Lose Design for the design and construction administration services for a series of improvements at Frank Lorino Park and Fulton-Hill Park in the amount of \$324,280.
10. Authorize the one-time purchase of one (1) Explosive Ordnance Disposal (EOD) robot, accepting the quote from Peraton Remotec as a sole source purchase, totaling \$348,531.
11. Acknowledge the receipt of three (3) eligible responses to the Request for Proposals for sale and/or redevelopment of the former Fire Station No. 4 and direct staff to negotiate a sales/development contract with the preferred respondent.
12. Approval of Inspection and Maintenance Agreement (I&M) between the City of Morristown and Morristown Hall Apartments, L.P. for Avonlea Greene Apartments.

10-d. Board/Commission Appointments

1. Mayor’s appointment to the Morristown Regional Planning Commission to fill the unexpired term of Amy Hancock; term expiring March 1, 2024.

10-e. New Issues

11. CITY ADMINISTRATOR'S REPORT

1. Final Report of the Compensation and Classification Study by Evergreen Solutions, LLC.

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

WORK SESSION November 7, 2023

1. Police Department Update

City Council Meeting/Holiday Schedule.

November 7, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
November 7, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 21, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
November 21, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 23-24, 2023	Thurs/Fri		City Center Closed – Observance of Thanksgiving Holiday
December 5, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
December 5, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
December 5, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 19, 2023	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
December 19, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 22 & 25, 2023	Fri/Mon		City Employee's Holiday – Observance of Christmas Day
January 1, 2024	Monday		City Center Closed – Observance of New Year's Day
January 2, 2024	Tuesday	4:00 p.m.	City Council Agenda Review & Citizen Forum
January 2, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
January 15, 2024	Monday		City Center Closed – Observance of Martin Luther King Day
January 16, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
January 16, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 6, 2024	Tuesday	3:30 p.m.	Finance Committee Meeting
February 6, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
February 6, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 20, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
February 20, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 5, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
March 5, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 19, 2024	Tuesday	4:00 p.m.	Council Agenda Review & Citizen Forum
March 19, 2024	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 29, 2024	Friday		City Center Closed – Observance of Good Friday

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
OCTOBER 17, 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, October 17, 2023 with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present, Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Joseph Senter and Kay Senter.

Reverend Dr. Cynthia Thompson, Morristown Police Department Senior Chaplain led in the invocation. Councilmember A'Hearn led the "Pledge of Allegiance".

Councilmember A'Hearn made a motion to adopt the October 17, 2023 agenda as presented. Councilmember Pedigo 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. Louis Chan and Doug Stinson spoke.

Councilmember A'Hearn made a motion to approve the October 3, 2023 minutes as circulated. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember K. Senter made a motion to approve Ordinance No. 4761 on its first reading and schedule a public hearing relative to the final passage of said ordinance for November 7, 2023. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4761

An Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID #s 032033L G 01800, 032033L G 01900, 032033L G 02000 from IB (Intermediate Business District) to CB (Central Business District), (309, 313 and 317 N. Cumberland Street).

Councilmember K. Senter made a motion to approve Ordinance No. 4762 on its first reading and schedule a public hearing relative to the final passage of said ordinance for November 7, 2023. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4762

An Ordinance to close and vacate certain rights-of-ways between East 6th North Street and East 4th North Street within the City of Morristown, Tennessee.

Councilmember Pedigo made a motion to approve Ordinance No. 4763 on its first reading and schedule a public hearing relative to the final passage of said ordinance for November 7, 2023. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4763

Entitled an Ordinance to annex certain territory and to incorporate same within the corporate boundaries of the City of Morristown Tennessee; Annexation of 14.68 acres as described in Hamblen County Warranty Deed Book 2001, Pages 808-812, having Hamblen County Tax ID #032024 06201 (intersection of Cherokee Drive and Noe's Chapel Road).

Councilmember Pedigo made a motion to approve Ordinance No. 4764 on its first reading and schedule a public hearing relative to the final passage of said ordinance for November 7, 2023. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4764

Being an Ordinance of the City Council of Morristown, Tennessee amending Title 14 (Zoning and Land Use Control), Chapter 35 (Gateway Overlay District) of the Morristown Municipal Code (to include South Cumberland).

Councilmember K. Senter made a motion to approve Ordinance No. 4765 on its first reading and schedule a public hearing relative to the final passage of said ordinance for November 7, 2023. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4765

Being an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tax Parcel ID's # 041F E 037.15 AND #041F E 037.13 from R-2 (Medium Density Residential) to HI (Heavy Industrial) (located at end of South Economy.

Councilmember Garrett made a motion to approve Ordinance No. 4766 on its first reading and schedule a public hearing relative to the final passage of said ordinance for November 7, 2023. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4766

Being an Ordinance of the City Council of Morristown, Tennessee amending Title 14 (Zoning and Land Use Control), Chapter 12 (Light Industrial District) Section 14-1208 (Building Height).

Councilmember A'Hearn made a motion to approve Contract Number 230394 with the Tennessee Department of Transportation (TDOT) for the SR-343 Complete Streets from US 11E/E-W Morris Boulevard to SR-160 and ITS Traffic Signal Coordination from N. Liberty Hill Road to Lincoln Avenue/Algonquin Avenue. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to acknowledge receipt of bids for Firefighting Gear Washer, accept the bid from Laundry Systems of Tennessee as the best bid, and authorize to purchase one (1) Gear Washer for \$11,569.38 including freight charge as well as the optional pedestal base for \$493.06 plus shipping. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to authorize the application for and execution of an amendment to grant contract 32-555-0776-23 between the City and Tennessee Department of Transportation for a Land Acquisition Study project at the Morristown Regional Airport, requesting the extension of time (no change to cost). Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the Inspection and Maintenance Agreement (I&M) between the City of Morristown and Lake Developers II, LLC for the Windswept Subdivision Phases 5 & 6. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to authorize the purchase of one (1) 2024 GMC Sierra 1500 Crew Cab 4WD Pickup, from Alan Jay via Statewide Contract #209 totaling \$54,226.00 for the Storm Water Department. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to authorize the agreement between the City of Morristown, Manchester Realty, LLC and John "Mitch" Potter for the partial release of cash bond as related to the Windswept Development. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember K. Senter made a motion to approve the payment to Tennessee Department of Transportation (TDOT) as per the agreement between LAMTPO and TDOT, in the amount of \$28,038.90 for services related to the 2050 Metropolitan Transportation Plan (MTP). Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to appoint Sabrina Seamon to the Property Maintenance Board of Appeals to fill the unexpired term of Dale Cobble; term expiring June 1, 2025. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to re-appoint Deputy Chief Michelle Jones to the Child Care Centers Board (Morristown-Hamblen) for a two (2) year term to expire November 20, 2025. Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to confirm the disciplinary action for the Morristown Police Department. Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

Mayor Gary Chesney adjourned the October 3, 2023, Morristown City Council meeting at 5:41 p.m.

Mayor

Attest:

City Administrator

The City of Morristown

Community Development & Planning

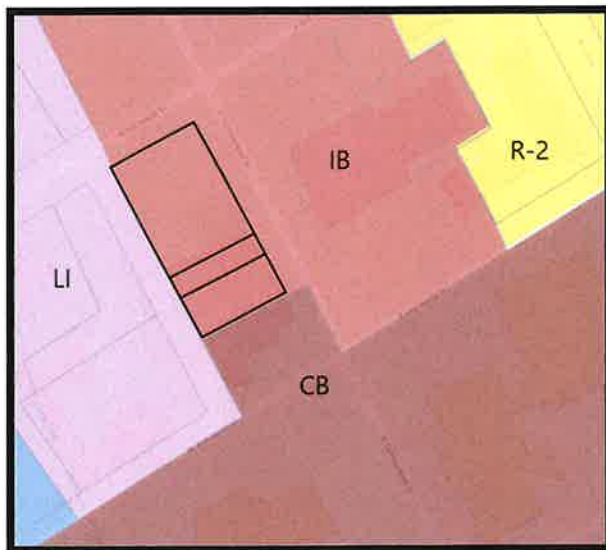


TO: Morristown City Council
FROM: Josh Cole, Senior Planner
DATE: October 17th, 2023
SUBJECT: Rezoning Request from CB to IB
N. Cumberland Street

BACKGROUND:

Staff has received a request to rezone property located at 317 N. Cumberland Street from IB (Intermediate Business District) to CB (Central Business District). In addition to this, staff is also requesting 309 and 313 N. Cumberland Street be rezoned IB to CB. The subject parcels are located just north of City Center between 2nd and 3rd North Street. It does have CB to the south of these parcels with IB to the east and LI to the west.

All three of the buildings located on the three parcels are more urban in development style and do not meet a number of requirements set forth in the IB district including lot coverage, setbacks, and parking. However, if it were to be rezoned CB, then it would be in conformance with this district. Beyond this, staff has envisioned growing the downtown further up N. Cumberland and this rezoning will further encourage this type of growth.



RECOMMENDATION:

Rezoning the subject parcels to CB will result in the properties being in conformance with the zoning ordinance. Thus, staff recommends the rezoning and Planning Commission voted in support of this request by a 7-0 vote at their October monthly meeting.

ORDINANCE NO. 4761

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 032033L G 01800, 032033L G 01900, 032033L G 02000 from IB (Intermediate Business District) to CB (Central Business District), the general location being shown on the attached exhibit A.}

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from IB (Intermediate Business District) to CB (Central Business District), the general location being shown on the attached exhibit A. }

BEGINNING at the point of intersection of the western boundary of the N. Cumberland Street right-of-way, Parcel 020.00 of Hamblen County Tax Map 033L Group G, and Parcel 021.00 of Hamblen County Tax Map 033L Group G; Thence heading in a northerly direction along the western boundary of the N. Cumberland Street right-of-way to the point of intersection of said right-of-way, Parcel 020.00 of Hamblen County Tax Map 033L Group G, and Parcel 019.00 of Hamblen County Tax Map 033L Group G; Thence continuing in a northerly direction along the western boundary of the N. Cumberland Street right-of-way to the point of intersection of said right-of-way, Parcel 019.00 of Hamblen County Tax Map 033L Group G, and Parcel 018.00 of Hamblen County Tax Map 018.00 of Hamblen County Tax Map 033L Group G; Thence continuing in a northerly direction along the western boundary of the N. Cumberland Street right-of-way to the point of intersection of said right-of-way, the southern boundary of the W. 3rd North Street right-of-way, and Parcel 018.00 of Hamblen County Tax Map 033L Group G; Thence heading in a westerly direction along the southern boundary of the W. 3rd North Street right-of-way to the point of intersection of said right-of-way, Parcel 018.00 of Hamblen County Tax Map 033L Group G, and an undeveloped right-of-way; Thence moving in a southerly direction along the eastern boundary of the undeveloped right-of-way to the point of intersection of said right-of-way, Parcel 018.00 of Hamblen County Tax Map 033L Group G, and Parcel 019.00 of Hamblen County Tax Map 033L Group G; Thence continuing in a southerly direction along the eastern boundary of the undeveloped right-of-way to the point of intersection of said right-of-way, Parcel 019.00 of Hamblen County Tax Map 033L Group G, and Parcel 020.00 of Hamblen County Tax Map 033L Group G; Thence continuing in a southerly direction along the eastern boundary of the undeveloped right-of-way to the point of intersection of said right-of-way, Parcel 020.00 of Hamblen County Tax Map 033L Group G, and Parcel 021.00 of Hamblen County Tax Map 033L Group G; Thence heading in a easterly direction along the boundary shared by Parcel 020.00 of Hamblen County Tax Map 033L Group G and Parcel 021.00 of Hamblen County Tax Map 033L Group G to the point of BEGINNING.

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used for Central Business (CB) 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 17th day of October 2023.

Mayor

ATTEST:

City Administrator

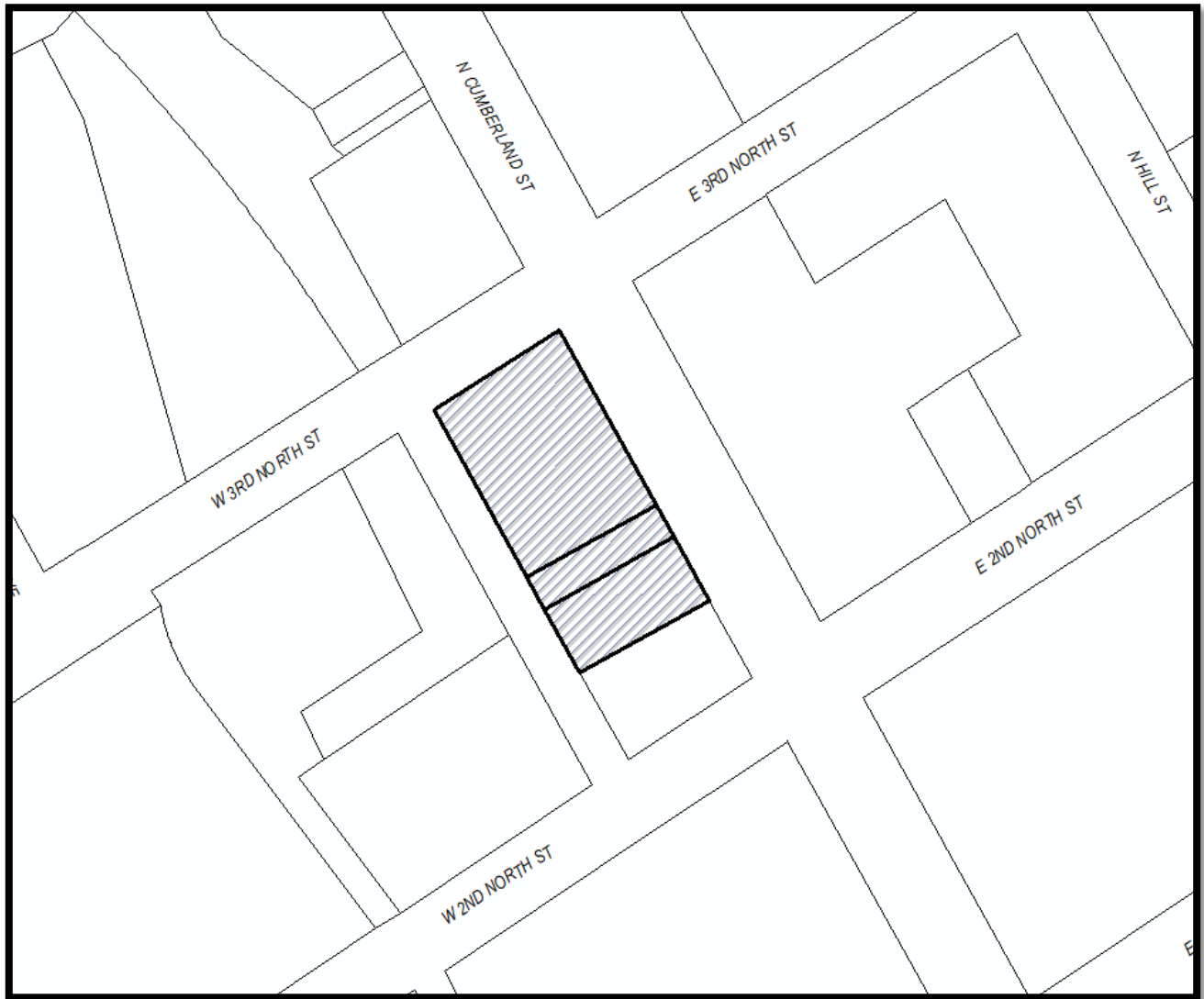
Passed on second and final reading the 7th day of November 2023

Mayor

ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning



TO: City Council
FROM: Lori Matthews
DATE: October 17th, 2023
SUBJECT: Alley Abandonment Request

BACKGROUND:

Staff has received a request to vacate a portion of rights-of-way located between East 4th North Street and Bebbler Street from adjoining property owner(s) to the west, Mr. Randall Moles. All adjoining landowners have been notified and none have expressed any concerns.

Public Works and Morristown Utilities have also been contacted and neither agency has any concerns about the City abandoning this old rights-of-way. Morristown Utilities will still maintain a 20-foot-wide easement along their sanitary sewer line along this alley.

RECOMMENDATION:

Staff would ask the Planning Commission to forward this request to City Council for their approval.



ORDINANCE NO. 4762

ENTITLED AN ORDINANCE TO CLOSE AND VACATE CERTAIN
RIGHTS-OF-WAYS BETWEEN EAST 6TH NORTH STREET AND EAST 4TH
NORTH STREET WITHIN THE CITY OF MORRISTOWN

{As shown on the attached Exhibit A.}

Section I. WHEREAS, the City Council of the City of Morristown has the power to, when expedient, close, vacate and abandon rights-of-way within the municipality; and

WHEREAS, the following action is deemed to be in the best interest of the municipality;

NOW THEREFORE:

Section II. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN that the following right-of-way is hereby closed, vacated and abandoned:

BEGINNING at the end of Bebbler Street, formerly East Fifth Street, along the northern right-of-way line, traveling southeast approximately 108 feet to a point, thence travelling in a southwest direction approximately 20 feet; thence travelling southeast approximately 270 feet to a point along the northern right-of-way of East 4th North Street; thence travel northeast approximately 30 feet to a point along the northern right-of-way line of East 4th North Street; thence travelling in a northwest direction approximately 122 feet to a point; thence travel northeast approximately 10 feet to a point; thence travelling in a northwest direction approximately 250 feet to a point along the north Bebbler Street right-of-way line, thence travel in a southwest direction approximately 22 feet to the point of beginning.

Section III. BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Section IV. BE IT FURTHER ORDAINED that this ordinance takes effect from and after its passage, the public welfare requiring it.

Passed on first reading the 17th day of October 2023.

Mayor

ATTEST:

City Administrator

Passed on second and final reading this the 7th day of November 2023.

Mayor

ATTEST:

City Administrator

Exhibit A:



PLAN OF SERVICES

RESOLUTION NO. 2023-21

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF HAMBLÉN COUNTY TAX ID # 0322 06201 LOCATED OFF OF NOE'S CHAPEL ROAD;

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 14.68+/- acres as described in Hamblen County Warranty Deed Book 2001, Pages 808-812, having Hamblen County Tax ID # 032024 06201 and, as shown in 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 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 Morristown Utility 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.

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.

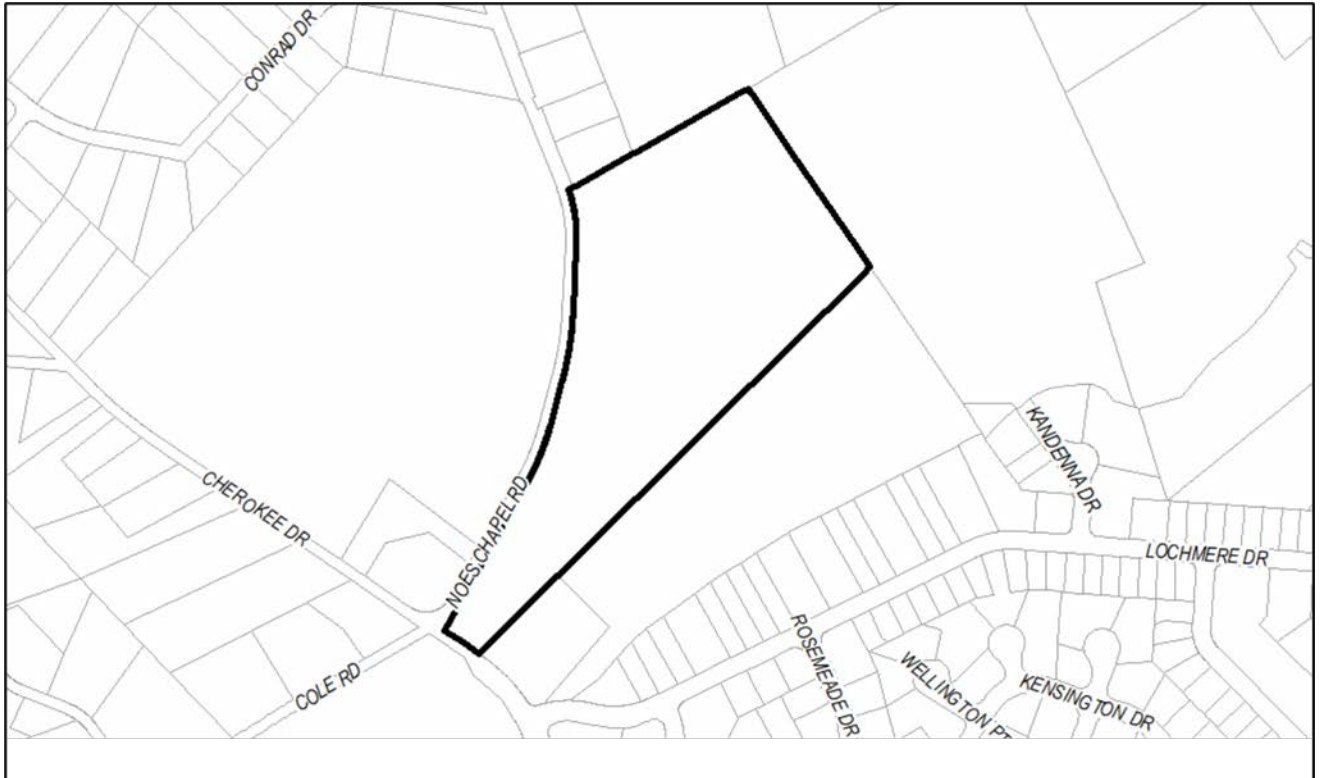
Passed on this 7th day of November 2023.

Mayor

ATTEST:

City Administrator

Exhibit A:



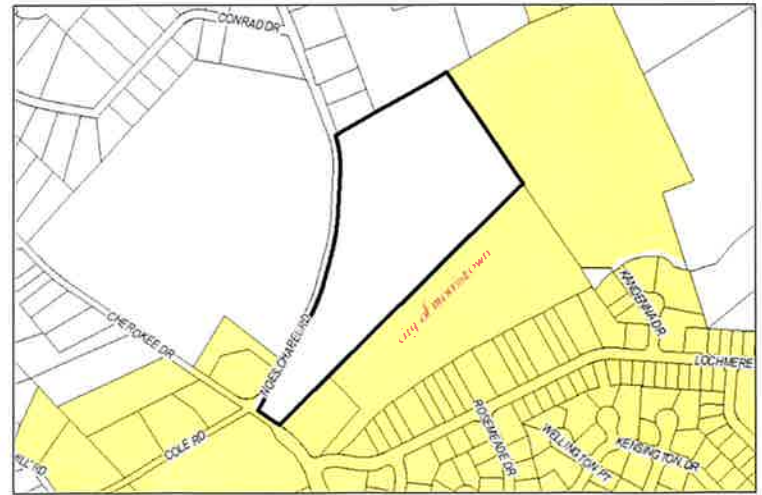
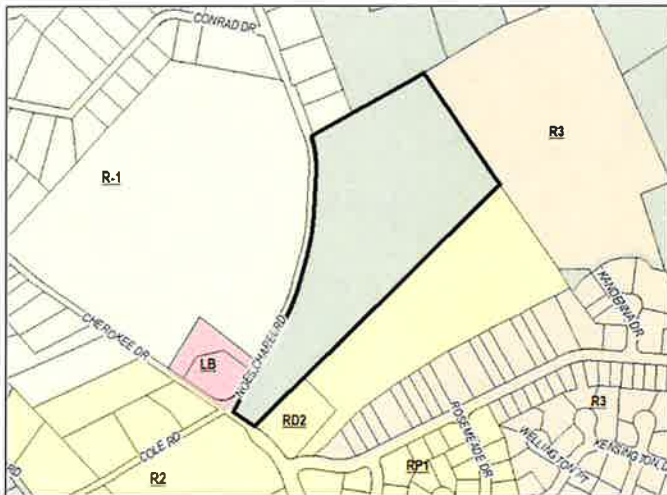
Community Development & Planning



SUBMITTAL:

Planning Commission was informed that after several meetings with local builder Larry Angela, City Staff is confident in their recommendation to have the property annexed with an R-2 (Medium Density Residential) designation. Mr. Angela seeks to develop the property as a single family residential subdivision.

The Planning Commission voted unanimously to forward the annexation and plan of services, denoting the property be zoned as R-2 if annexed, back to City Council for consideration of approval.



Village Greene Proposal



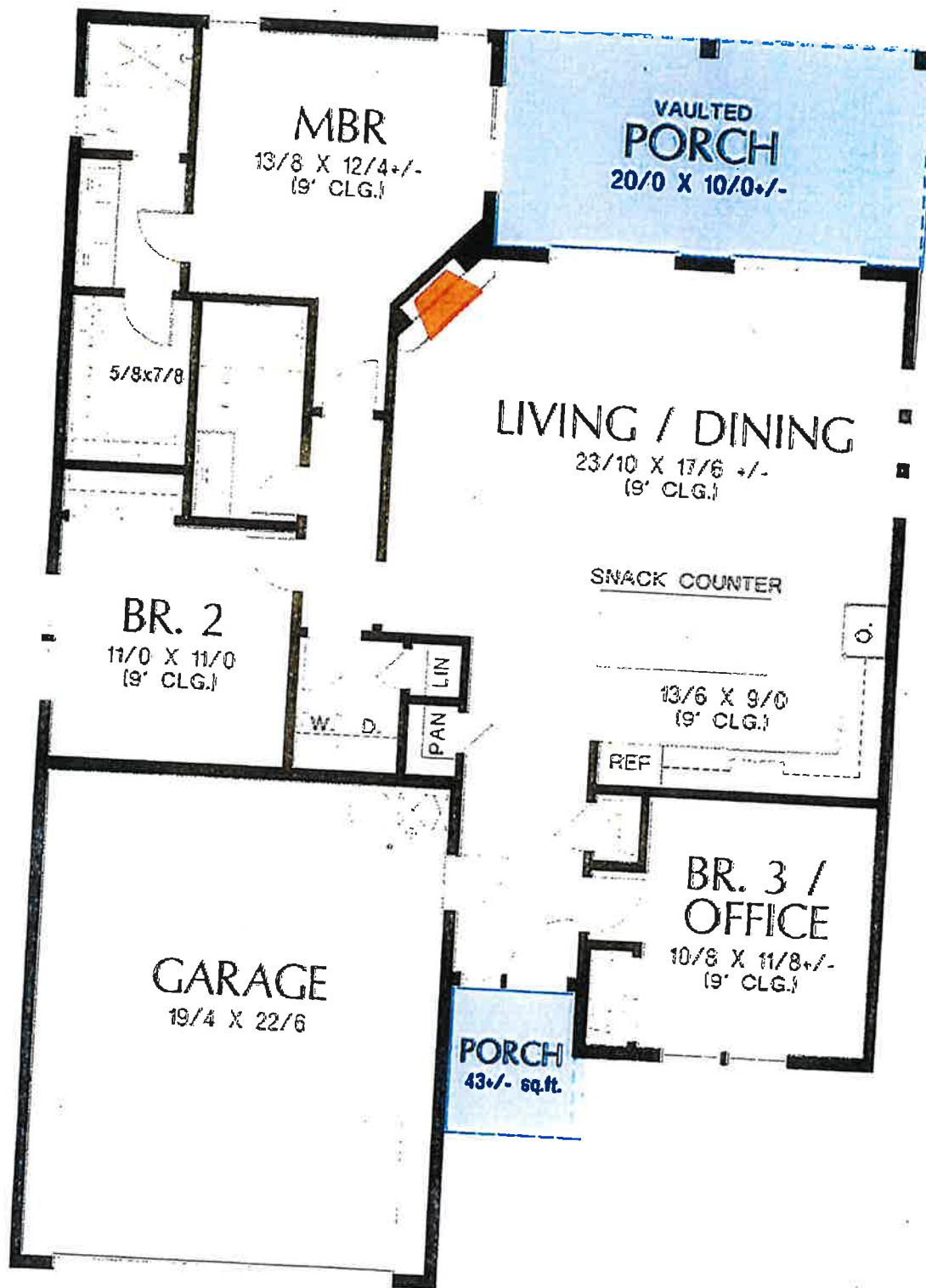
We feel that this New
Contemporary Style of Housing
Will be a Big Plus for our
Hamblen County Residents,

It's New, Young and
Different than anything else in
This area.

We are excited to bring this
New Look to Hamblen County



Contemporary Style Living



ORDINANCE NO. 4763

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

Annexation of 14.68 acres as described in Hamblen County Warranty Deed Book 2001, Pages 808-812, having Hamblen County Tax ID # 032024 06201 and, as shown in 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 effective from and after its passage, the public welfare requiring it.

PASSED ON FIRST READING THIS 17th DAY OF OCTOBER 2023.

MAYOR

ATTEST:

CITY ADMINISTRATOR

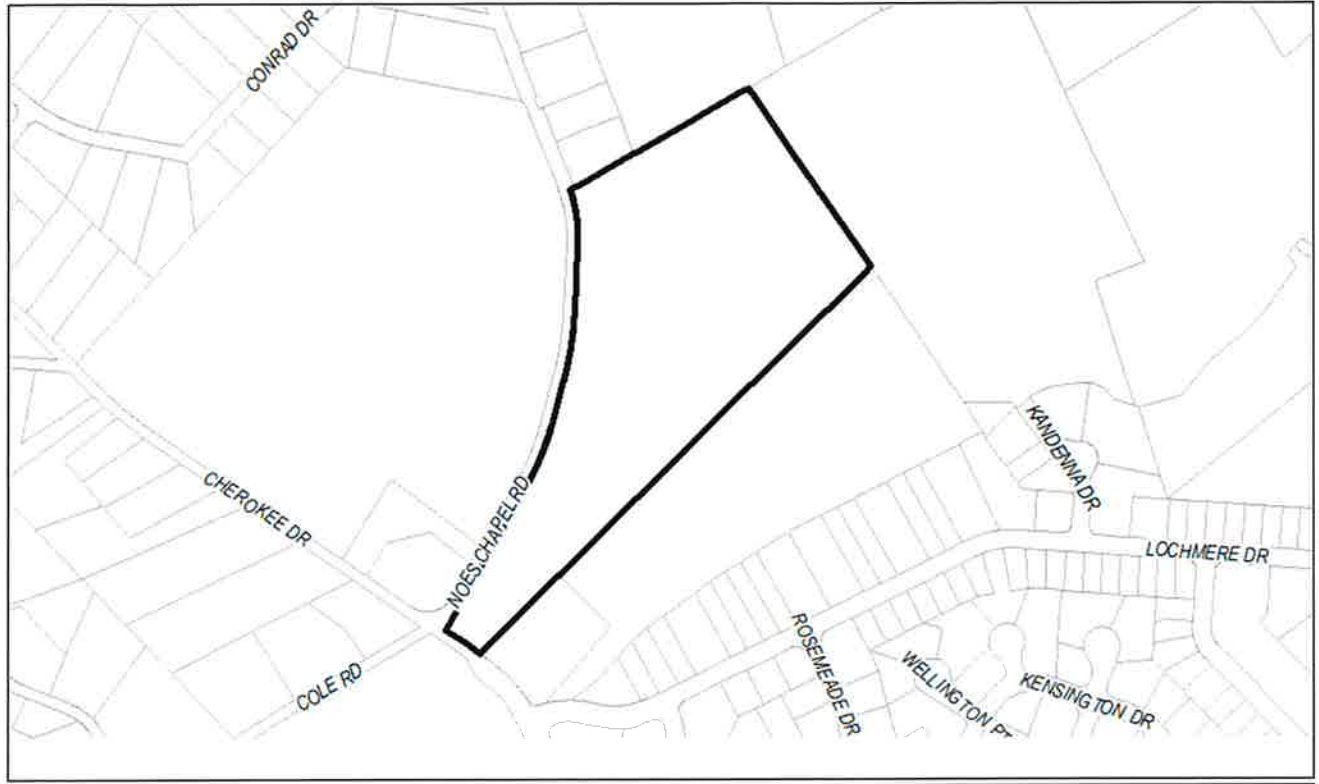
PASSED ON SECOND READING THIS 7th DAY OF NOVEMBER 2023.

MAYOR

ATTEST:

CITY ADMINISTRATOR

EXHIBIT A:



The City of Morristown

Community Development & Planning



TO: City Council
FROM: Lori Matthews, Senior Planner
DATE: October 17th, 2023
REQUEST: Zoning Amendment to the Gateway Overlay District

SUBMITTAL:

Staff is initiating changes to Chapter 35 of the City's Zoning Ordinance (Gateway Overlay District) which requires specific travel corridors be developed to higher standards. The requested changes have also been at the behest of the City's Community Appearance Committee, due in part to the recent grant monies awarded to the City which will be used for improvements along South Cumberland Street. The proposed amendment specifies that 500-feet along either side of South Cumberland Street, from Morris Boulevard to Enka Highway, be included within the Gateway Overlay District.

The Gateway Overlay District already includes 'The Downs' development at Exit 8 as well as 500-feet from either side of Merchants Greene Boulevard from Andrew Johnson Highway to Highway 160. This district requires higher building standards such as using 40% stone or brick facades on new development. Also included in the district is the prohibition of certain land use types such as junk yards, building material yards and automobile repair as a principle use.

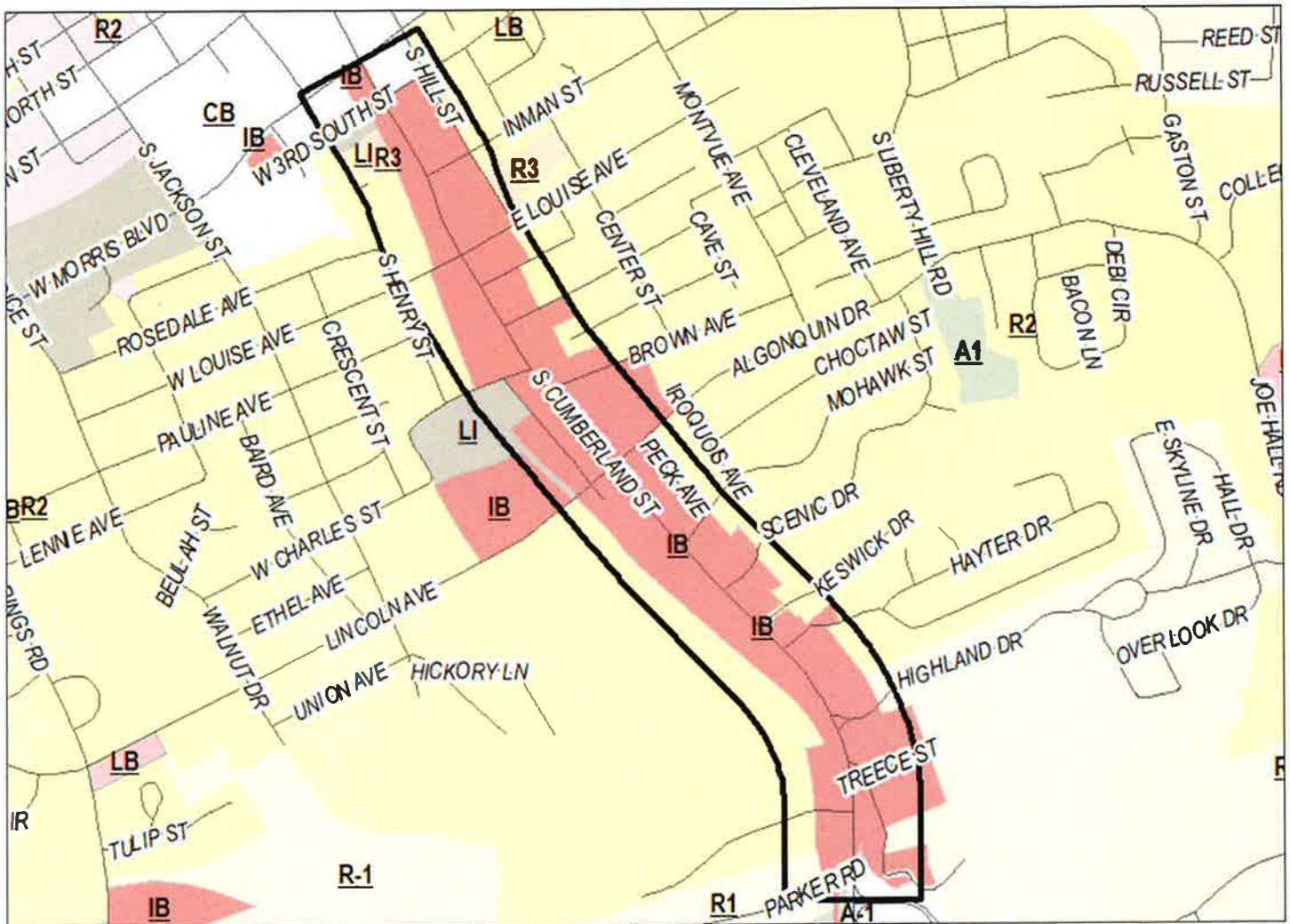
If the changes are adopted, existing businesses, even those which are prohibited, will be allowed to remain in perpetuity as long as they are currently compliant with all applicable City Code (Zoning/Building/Fire Safety); however, should the business or land use be abandoned for a period of 30 months, and fall under a land use which is prohibited, the use may not return. Expansion of any land use is required to conform to all applicable zoning code.

South Cumberland Street, once an appealing retail gateway into the community, has transcended into a street of blighted and distressed buildings. Used car lots and automobile repair are the predominant land use over this corridor. Staff is confident that the inclusion of South Cumberland Street into the Gateway Corridor District will have a positive impact in this area of the City.

Nominal changes to the Zoning Ordinance have been attached for review.

RECOMMENDATION:

The Planning Commission at their October 10th meeting voted to forward this zoning amendment on to City Council for approval.



Chapter 35
Gateway Overlay District (last amended #3655-08/18/2020)

14-3501. PURPOSE

Design elements along Davy Crockett Highway, and State Route 66, and South Cumberland Street should promote a positive experience for those entering the City from Interstate 81/Exit 8 by elevating standards for development while providing some flexibility for developers along these scenic byways. Properties within these overlays are required to meet all underlying zoning standards in addition to those applicable under this chapter. All new construction must receive approval from the Morristown Regional Planning Commission prior to construction. A site plan and elevation plan of the development are to be submitted to City Staff a minimum of 20 days prior to the scheduled Planning Commission meeting in order to be placed on the agenda. The Planning Commission will decide if the development is compatible with the overall district and if it meets the intent of the overlay district when giving their approval.

14-3502. PERMITTED USES

Permitted uses are limited to those in the underlying zoning districts.

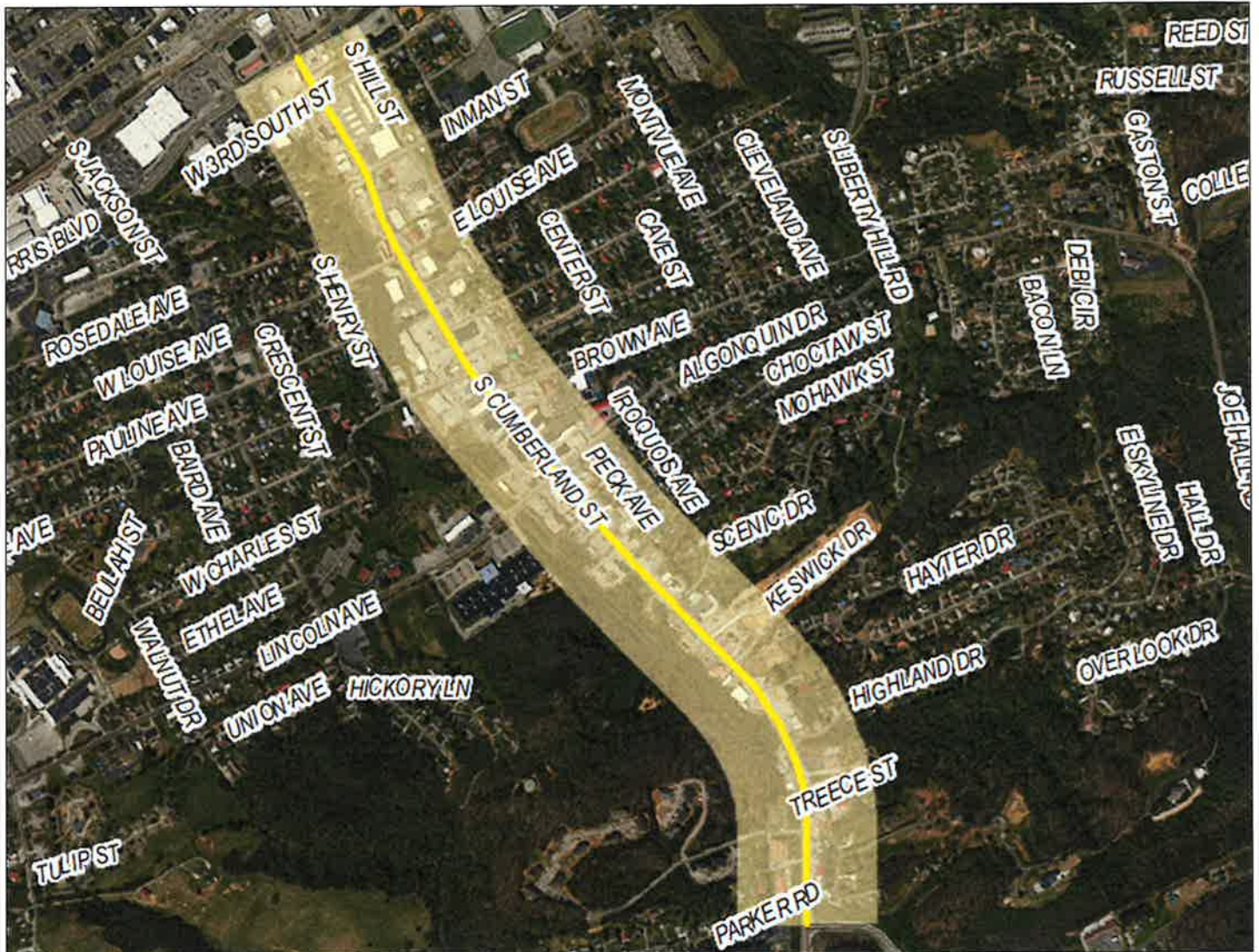
The following uses shall **not** be permitted:

1. Adult Entertainment
2. Automobile Repair as a principle use
3. Automobile Salvage Yards
4. Building Material Yards
5. Farms Equipment Sales
6. Incinerators
7. Junkyards
8. Methadone Treatment Facilities
9. Pain Clinics
10. Recycling Facilities
11. Sanitary Landfills

14-3503. SITE AND BUILDING REQUIREMENTS:

- A. Non-residential buildings & similar structures: The exterior solid wall of all buildings and similar structures constructed, placed or erected on the land shall be composed of a minimum of forty (40) percent face brick, stone, or other masonry material similar in appearance or stucco to finish grade, vinyl, wood or fabricated wood. A building elevation plan shall be submitted as part of the site plan approval process. All HVAC or other equipment located on the roof of any building, or other equipment affixed to, or located on the ground, shall be landscaped or screened from public view. Designers are encouraged to vary materials from building to building while limiting the number of different materials to three (3) on any individual structure. In general, neutral or muted tones should be used. All development designs are to be consistent or compatible within a development in terms of architectural design, exterior building materials, colors and/or arrangement of buildings
- B. Signage:
 1. Davy Crockett Highway
In addition to those underlying provisions as provided for by Chapter 29, Sign Regulations, freestanding signs within this overlay district shall be permitted to increase the overall height (from finished grade) to thirty-five (35) feet and not more than two-hundred (200) square feet in sign face size. Those properties located on the south side of Progress Parkway and Thoroughbred Run Road and/or east of Twin Spires Lane within this overlay district shall be permitted to increase the overall height of their free-standing sign to eighty-five (85) feet (from finished grade) and the sign face shall not exceed four hundred (400) square feet in size.
 2. State Route 66
All signs shall comply to the provisions of Chapter 29, Sign Regulations.
- C. Landscaping and Buffer yards: Plantings used to fulfill the requirements of the City guidelines shall be grouped for visual impact from the gateways, located to accentuate the building and maximize environmental benefits. Each lot shall contain a minimum of two (2) trees for each forty feet (40 ft.) of frontage. Each tree shall be at least three inches (3") in caliper when planted. All landscaping required on any lot shall be completed within sixty days of substantial completion of construction, or within schedules set forth in the approved plans.

- D. Storage and Display shall not be stored in the open or exposed to public view or view from the adjacent land or any improvements. Any storage shall be fenced with a screening fence of permanent construction designed of materials used in the principal structure. No screening or fencing shall be less than eight feet (8 ft.) in height. All storage shall be limited to the rear of any building improvements and in no event shall any materials or equipment be stored closer than ten feet (10 ft.) to any side or rear property line. Dumpsters must be screened with one of the following: Brick, stone or masonry walls, picket fence style gate or solid metal gate, or evergreen trees.



ORDINANCE NO. 4764

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE
AMENDING TITLE 14 (ZONING AND LAND USE CONTROL), CHAPTER 35 (GATEWAY
OVERLAY DISTRICT) OF THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14,
Chapter 35 be approved as follows:

Chapter 35

Gateway Overlay District (last amended 10/07/2023)

14-3501. PURPOSE

Design elements along Davy Crockett Highway, State Route 66, and South Cumberland Street should promote a positive experience for those entering the City by elevating standards for development while providing some flexibility for developers along these scenic byways. Properties within these overlays are required to meet all underlying zoning standards in addition to those applicable under this chapter. All new construction must receive approval from the Morristown Regional Planning Commission prior to construction. A site plan and elevation plan of the development are to be submitted to City Staff a minimum of 20 days prior to the scheduled Planning Commission meeting in order to be placed on the agenda. The Planning Commission will decide if the development is compatible with the overall district and if it meets the intent of the overlay district when giving their approval.

14-3502. PERMITTED USES

Permitted uses are limited to those in the underlying zoning districts.

The following uses shall **not** be permitted:

1. Adult Entertainment
2. Automobile Repair as a principle use
3. Automobile Salvage Yards
4. Building Material Yards
5. Farms Equipment Sales
6. Incinerators
7. Junkyards
8. Methadone Treatment Facilities
9. Pain Clinics
10. Recycling Facilities
11. Sanitary Landfills

14-3503. SITE AND BUILDING REQUIREMENTS:

- A. Non-residential buildings & similar structures: The exterior solid wall of all buildings and similar structures constructed, placed or erected on the land shall be composed of a minimum of forty (40) percent face brick, stone, or other masonry material similar in appearance or stucco to finish grade, vinyl, wood or fabricated wood. A building elevation plan shall be submitted as part of the site plan approval process. All HVAC or other equipment located on the roof of any building, or other equipment affixed to, or located on the ground, shall be landscaped or screened from public view. Designers are encouraged to vary materials from

building to building while limiting the number of different materials to three (3) on any individual structure. In general, neutral or muted tones should be used. All development designs are to be consistent or compatible within a development in terms of architectural design, exterior building materials, colors and/or arrangement of buildings

B. Signage:

1. Davy Crockett Highway

In addition to those underlying provisions as provided for by Chapter 29, Sign Regulations, freestanding signs within this overlay district shall be permitted to increase the overall

height (from finished grade) to thirty-five (35) feet and not more than two-hundred (200) square feet in sign face size. Those properties located on the south side of Progress Parkway and Thoroughbred Run Road and/or east of Twin Spires Lane within this overlay district shall be permitted to increase the overall height of their free-standing sign to eighty-five (85) feet (from finished grade) and the sign face shall not exceed four hundred (400) square feet in size.

2. State Route 66

All signs shall comply to the provisions of Chapter 29, Sign Regulations.

C. Landscaping and Buffer yards: Plantings used to fulfill the requirements of the City guidelines shall be grouped for visual impact from the gateways, located to accentuate the building and maximize environmental benefits. Each lot shall contain a minimum of two (2) trees for each forty feet (40 ft.) of frontage. Each tree shall be at least three inches (3") in caliper when planted. All landscaping required on any lot shall be completed within sixty days of substantial completion of construction, or within schedules set forth in the approved plans.

D. Storage and Display shall not be stored in the open or exposed to public view or view from the adjacent land or any improvements. Any storage shall be fenced with a screening fence of permanent construction designed of materials used in the principal structure. No screening or fencing shall be less than eight feet (8 ft.) in height. All storage shall be limited to the rear of any building improvements and in no event shall any materials or equipment be stored closer than ten feet (10 ft.) to any side or rear property line. Dumpster's must be screened with one of the following: Brick, stone or masonry walls, picket fence style gate or solid metal gate, or evergreen trees.

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 this 17th day of October 2023.

Mayor

ATTEST:

City Administrator

Passed on second reading this 7th day of November 2023.

Mayor

ATTEST:

City Administrator

The City of Morristown

Community Development & Planning



TO: Morristown Regional Planning Commission
FROM: Lori Matthews, Senior Planner
DATE: October 10th, 2023
REQUEST: Rezoning Request

SUBMITTAL:

Property owner American Plastic Profiles, Inc. are requesting their office and warehouse located at the end of South Economy Road be rezoned from R-2 (Medium Density Residential) to HI (Heavy Industrial). The applicant has just recently been made aware of the inconsistency between the zoning designation and the land use.

Much of the land northeast of the subject site, part of the James Estate platted in 1963, has been developed for residential use and is zoned accordingly as Medium Density Residential. Land to the west and that between the railroad and South Economy has over time developed into an industrial area, much of it is still being used for small manufacturing and warehousing businesses.

The request area consists of two parcels, Hamblen County Tax ID # 041F E 037.15 which is a 30,000 square foot parcel containing a 10,000 square foot warehouse. The second property, Hamblen County Tax ID # 041F E 037.13 is 14,000 square feet in size and contains an office/warehouse approximately 5,000 square feet in size. Tax records indicate the current buildings were constructed around 1974. The City annexed this area in 2007.

RECOMMENDATION:

As the subject request is located at the end of an undeveloped road, within an industrial park, and, the applicant has operated an industrial business on-site for 20+ years, Staff would ask the Planning Commission to forward the request on to City Council to approve.



ORDINANCE NO. 4765

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

{Rezoning of Hamblen County Tax Parcel ID's # 041F E 037.15 and #041F E 037.13 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 R-2 (Medium Density Residential) to HI (Heavy Industrial);

Hamblen County Tax Parcel ID's # 041F E 037.15 and #041F E 037.13 as shown on Exhibit A;

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 Heavy Industrial (HI) 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 this 17th day of October, 2023.

Mayor

ATTEST:

City Administrator

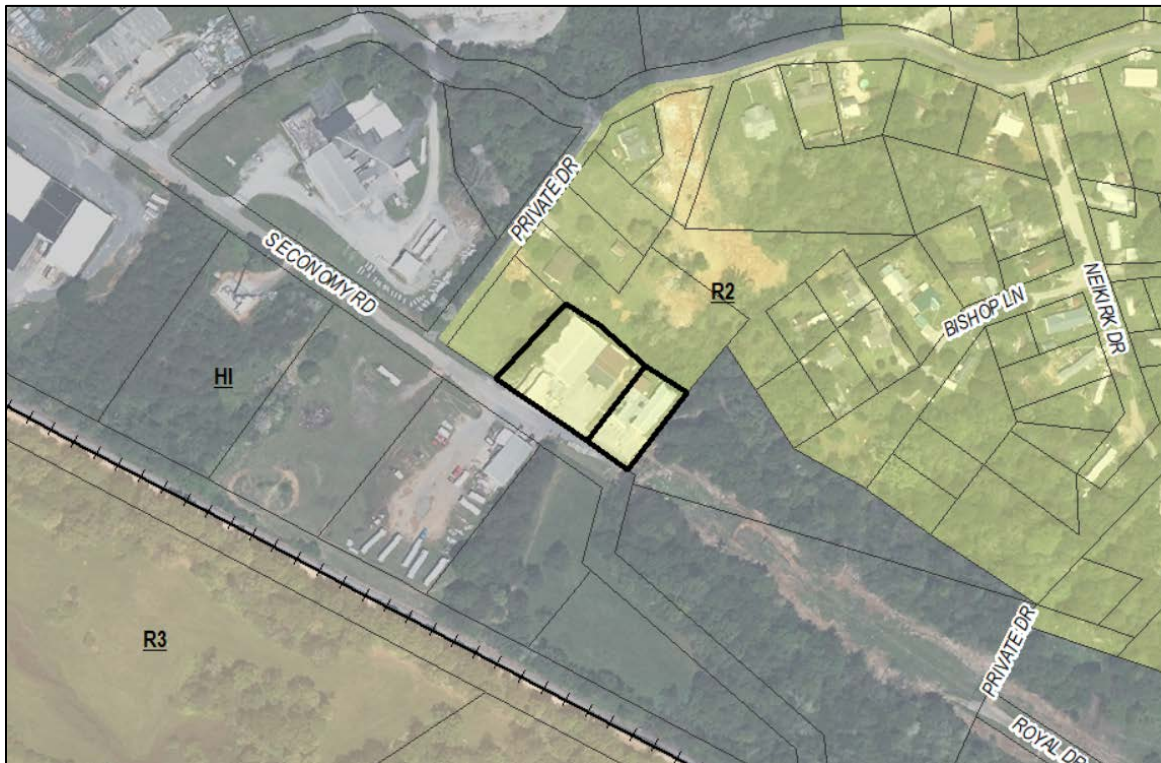
Passed on second and final reading this 7th day of November, 2023.

Mayor

ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Steve Neilson, Development Director
DATE: October 17, 2023
SUBJECT: Text amendment to building height in the LI-Light Industrial District

BACKGROUND:

This is a request by the Industrial Development Board (IDB) to amend Chapter 14, Light Industrial District (LI) Section 14-1208. BUILDING HEIGHT to increase the maximum building height from 45 feet to 55 feet. Marshall Ramsey indicates that they have received several inquiries for buildings exceeding the current 45 feet height limit. He states that in order to remain competitive with other cities in the region, taller building heights would be helpful. The Planning Commission may recall that the Heavy Industrial District was recently amended to increase the building height from 55 feet to 75 feet. Chief Taylor is in support of this request.

PROPOSED AMENDMENT:

Light Industry

14-1208. BUILDING HEIGHT

Buildings shall not exceed four (4) stories or ~~forty-five (45)~~ fifty-five (55) feet in height.

RECOMMENDATION:

Staff recommends approval of the proposed text amendment and Planning Commission voted in support of this request at their October monthly meeting.

ORDINANCE NO. 4766

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 14 (ZONING AND LAND USE CONTROL),
CHAPTER 12 (LIGHT INDUSTRIAL DISTRICT) 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 12, Light Industrial District, Section 14-1208, regarding
building heights be amended to state:

14-1208. BUILDING HEIGHT

Buildings shall not exceed four (4) stories or fifty-five (55) feet in height.

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 17th day of October 2023.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 7th day of November 2017.

Mayor

ATTEST:

City Administrator



Morristown City Council Agenda Item Summary

Date: November 7, 2023

Agenda Item: Approval to declare all the below items as surplus.

Prepared By: Jeanna Vanek

Subject: Items to Surplus

Background: The computer equipment is all broken. The old Toshiba phones do not work.

<u>Quantity</u>	<u>Make</u>	<u>Model</u>	<u>Serial #</u>
1	DELL	LATITUDE E6530	9NV1HV1
1	DELL	OPTIPLEX 620	FV0H291
1	DELL	OPTIPLEX 9010	8MK4SW1
1	DELL	OPTIPLEX 990	99NH4V1
1	LENOVO	THINKCENTRE M72E	1S0967B5UMGE9206
1	DELL	OPTIPLEX 990	55R6WR1
1	DELL	OPTIPLEX 580	GZWMKS1
1	LENOVO	THINKCENTRE M73	1S10B60009KJ
1	MICROSOFT	SURFACE	15863551453
1	DELL PROJECTOR	1510X	5X2H1S1
1	DELL PROJECTOR	5100MP	9KS7081
1	HP SWITCH	J9980A	CN62GMW451
1	HP DESKJET PRINTER	3510	CZ044-80011
1	BROTHER FAX	2820	2820
9	DELL MONITORS		
6	APC 350 BATTERY BACKUP DEVICES		
65	TOSHIBA DKT 3020 PHONES		
1	COLORTAC M40 SCANNER	K6069774	

Findings/Current Activity: The City has no operational use of the surplus items. They are not functional and do not have value. It is recommended they be disposed of through Scott Recycling.

Financial Impact: The items are not valuable.

Action options/Recommendations: Approve the items as surplus to be disposed of.

Attachment None



Morristown City Council Agenda Item Summary

Date: November 7, 2023

Agenda Item: Authorize a one-time purchase of five (5) 10-8 Arsenal In-Car camera systems along with ten (10) batteries for a total of \$ 12,437.45.

Prepared By: Jeanna Vanek

Subject: Police Department In-Car Camera purchase

Background: The Police Department currently deploys 10-8 in-car camera systems in patrol vehicles. They keep five replacements on hand as back up stock for replenishment.

Findings/Current Activity:

A bid was awarded to Dana Safety Supply in December 2022 by Council, and the pricing is still in effect until December 2023.

Financial Impact:

FY24 budget provides for the purchase of This equipment.

10-8 Arsenal In-Car Cameras = \$11,999.95

Batteries = \$387.50

Freight = \$50.00

Total Cost = \$12,437.45

Action options/Recommendations:

Authorize the purchase.

Attachment: Quote

Sales Quote

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

Telephone: 800-845-0405

Sales Quote No.	504831-A
Customer No.	MORRITN

Bill To
MORRISTOWN POLICE DEPT 100 W 1st North St Morristown, TN 37814

Ship To
MORRISTOWN POLICE DEPT 100 W 1st North St Morristown, TN 37814

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

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

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/11/23	GROUND SHIPMENT		QUOTED FREIGHT		Net 30	
Entered By			Salesperson	Ordered By	Resale Number	
Dylan Chambers			DYLAN	DIANNA MORGAN		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
5	5	Y	D1200-402 10-8 VIDEO TWO CAMERAS 900 MIC Warehouse: KNOX 10-8 Video ARSENAL In-car system ARSENAL DVR - 4x 1080p Inputs each with discreet audio input - 128GB SD Card Included (SSD Optional) - Starlight Front camera - Total Darkness IR Backseat camera - 900mhz Wireless Mic - Enhanced Mirror monitor ---Software and 3-year Warranty Included ---Lifetime Software and Firmware Updates		2,399.9900	11,999.95
5	5	Y	MISC 10-8: 500-104 Warehouse: KNOX Wireless Download Kit for HD4 and ARSENAL In-Car camera systems		0.0000	0.00
10	10	Y	MISC 10-8: D600-103 Warehouse: KNOX Replacement battery for 2.4Ghz and 900Mhz wireless transmitters		38.7500	387.50

Print Date	10/24/23
Print Time	09:50:05 PM
Page No.	1

Printed By: Dylan Chambers

Continued on Next Page

Sales Quote

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

Telephone: 800-845-0405

Sales Quote No.	504831-A
Customer No.	MORRITN

Bill To
MORRISTOWN POLICE DEPT 100 W 1st North St Morristown, TN 37814

Ship To
MORRISTOWN POLICE DEPT 100 W 1st North St Morristown, TN 37814

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

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

Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method			
10/11/23		GROUND SHIPMENT		QUOTED FREIGHT				Net 30			
Entered By			Salesperson			Ordered By			Resale Number		
Dylan Chambers			DYLAN			DIANNA MORGAN					
Order Quantity	Approve Quantity	Tax	Item Number / Description					Unit Price	Extended Price		
			<div>Approved By: _____</div> <div><input type="checkbox"/> Approve All Items & Quantities</div> <div>Quote Good for 30 Days</div>								

Print Date	10/24/23
Print Time	09:50:05 PM
Page No.	1

Subtotal	12,387.45
Freight	50.00
Order Total	12,437.45

Printed By: Dylan Chambers



Morristown City Council Agenda Item Summary

Date: November 7, 2023

Agenda Item: Authorize the purchase of sixteen (16) Tactical Shields per the attached quote for \$8,423.84 from Dana Safety Supply via an open governmental agreement between Dana Safety Supply and Bradford County, Florida.

Prepared By: Jeanna Vanek

Subject: Tactical Shields

Background: These shields will be distributed to the first-responding officers to allow quick access during active shooter incidents and provide additional protection above the issued body-worn bulletproof vests.

Financial Impact:

This purchase will exceed the Violent Crime Intervention Fund (VCIF) grant budget by \$994.84. This amount will be taken from the general fund, which has a savings from other equipment we were able to purchase under the budgeted amount.

Total Cost = \$8,423.84

Action options/Recommendations:

Staff recommends the purchase.

Attachment: Quote, Contract BCSO2019-1 (Bradford County, FL)

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

Telephone: 800-845-0405

Sales Quote

Sales Quote No.	501103-B
Customer No.	MORRITN

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

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

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

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

E-mail: accounts payable@nyhmh1stown.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
09/11/23	GROUND SHIPMENT	FOB		Net 30	
Entered By		Salesperson	Ordered By	Resale Number	
Dylan Chambers		DYLAN	DIANNA MORGAN		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
0	0	N	INFO BRADFORD CO. CONTRACT Warehouse: KNOX	0.0000	0.00
16	16	Y	ALL RTS TACTICAL EQUIPMENT 19% OFF LIST PRICE RTS-57620-11 RTS TACTICAL LEVEL III+ RIFLE SPECIAL THREATS MINI S Warehouse: KNOX Shield Color: Black Size: 14X24 (MED)	526.4900	8,423.84
<div>Approved By: _____</div> <div><input type="checkbox"/> Approve All Items & Quantities</div> <div>Quote Good for 30 Days</div>					

Print Date	10/30/23
Print Time	04:01:57 PM
Page No.	1

Subtotal	8,423.84
Freight	0.00
Order Total	8,423.84

Printed By: Dylan Chambers

CONTRACT
No. BCSO2019-01

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

WITNESSETH:

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

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

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

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

SECTION 1.0 PURCHASE AND INSTALLATION OF VEHICLE ACCESSORIES

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

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

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

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

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

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

1.2 Installation.

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

SECTION 2.0 PURCHASE OF PARTS

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

SECTION 3.0 TERM

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

SECTION 4.0 CONTRACT PRICING AND PAYMENT

4.1 Pricing.

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

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

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

4.2 Payment.

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

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

SECTION 5.0 DELIVERY AND ACCEPTANCE

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

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

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

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

SECTION 6.0 INDEMNIFICATION.

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

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

SECTION 7.0 INSURANCE.

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

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

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

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

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

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

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

7.1.2 Other Insurance Provisions

(a) Commercial General Liability and Automobile Coverage

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

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

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

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

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

(c) All Coverage

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

7.1.3 Deductibles and Self-Insured Retention's

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

7.1.4 Acceptability of Insurers

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

7.1.5 Verification of Coverage

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

SECTION 8.0 TERMINATION

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

SECTION 9.0 WARRANTY AND MAINTENANCE

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

SECTION 10.0 MISCELLANEOUS PROVISIONS

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

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

And to the County as follows:

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

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

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

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


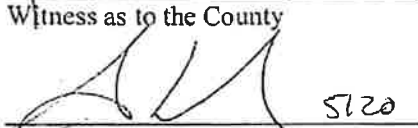
Accessories from the Contractor, in the amount of 1% of the purchase price of such Vehicle Accessories, installation, and non-Vehicle Accessories. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after the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


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

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


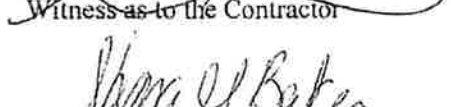
BRADFORD COUNTY, FLORIDA


Attest:


Witness as to the County
 5/20
Witness as to the County

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

DANA SAFETY SUPPLY, INC.


Witness as to the Contractor

Witness as to the Contractor

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

Emergency Vehicle Lighting				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
911 Signal	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
Able2 Products	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Brooking Industries	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
Code 3	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
Q&R Electronics	Emergency and commercial vehicle lighting	15%	MD	Up to 5 Years
ECCO	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Federal Signal	Emergency and commercial vehicle lighting	15%	MD	Up to 5 Years
Fenlex	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
GoLight	Scene lighting	20%	MD	Up to 5 Years
GoLight	Helios (thermal imaging) and parts / accessories	5%	Dealer	1 Year
Maxim	Emergency and commercial vehicle lighting	15%	MD	Up to 5 Years
SoundOff Signal	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Star Warning Products	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Unity Spotlights	Scene lighting	50%	Dealer	Limited
Whelen	Emergency and commercial vehicle lighting	42%	MD	Up to 5 Years
Whelen	Parts only	30%	MD	Up to 5 Years
Vehicle Push Bumpers / Prisoner & K9 Transport				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
AceK9 / Radiotronics	K9 transport electronics	3%	Dealer	Up to 2 Years
American Aluminum	Prisoner and K9 transport	15%	Dealer	Up to 3 Years
Brooking Industries	Prisoner transport (seats and window bars)	30%	MD	2 Years
Q&R Electronics	K9 Transport, cargo partitions, and window bars	15%	MD	1 Year
Go Rhino	Prisoner transport (partition and window bars) and push bumpers	18%	MD	1 Year
	Prisoner transport (seats)	8%	MD	1 Year
Havis	Prisoner and K9 transport	30%	MD	Up to Lifetime
Iotto Desk	Prisoner transport (partition, seats, window bars)	18%	MD	1 Year
Laguna	Prisoner transport (seats and window bars)	18%	MD	Up to 5 Years
Pro-guard Products	Prisoner transport (partition, seats, window bars)	20%	MD	Limited
Prisoner Transport Systems (PTS)	Prisoner transport (partition, seats, window bars)	10%	Dealer	Limited
Ranch Hand	Push bumpers	18%	Dealer	1 Year
Rav Allen	K9 transport electronics	3%	Dealer	Up to 2 Years
Setina	Prisoner (partition, seats, window bars) and K9 transport and non-lighted push bumpers	20%	MD	Up to 2 Years
Setha	Lighted push bumpers	10%	MD	Up to 5 Years
Troy Products	Prisoner transport (partition and window bars) and push bumpers	20%	MD	Up to 5 Years
Westin	Push bumpers	10%	MD	1 Year
Vehicle Weapon Mounts & Storage				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Big Sky Gun Racks	Gun racks	10%	MD	1 Year
CargoGlide	Truck storage access solution	10%	Dealer	Up to Lifetime
Q&R Electronics	Gun racks and storage boxes	15%	MD	1 Year
DECKED	Storage solution for truck bed	15%	Dealer	3 Years
Go Rhino	Gun racks and storage boxes	15%	MD	1 Year
Iotto Desk	Gun racks	18%	MD	1 Year
Lund Industries	Gun racks and storage boxes	10%	MD	Limited
OPS	Storage boxes	15%	MD	Limited
Prisoner Transport Systems (PTS)	Storage boxes	10%	Dealer	Limited
Pro-guard Products	Gun racks and storage boxes	20%	MD	Limited
Rockland	Storage boxes	20%	MD	Limited
Santa Cruz Gun Locks	Gun racks	18%	Dealer	1 Year
Setha	Gun racks and storage boxes	20%	MD	Up to 2 Years
Setha	Blow-rac gun racks	0%	MD	Up to 2 Years
Troy Products	Gun racks and storage boxes	15%	MD	Up to 5 Years
Truck Vault	Storage boxes	5%	MD (Exclusive)	Up to Lifetime
Tuffy	Storage boxes	15%	MD	Limited
TuLoc / Emet	Storage boxes	10%	MD	3 Years
Computers / Consoles / Docking Stations / Laptop and Tablet Mounts / Printers				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Brother Mobile Solutions	Printers and accessories	5%	MD	Up to 2 Years
Q&R Electronics	Consoles, laptop mounts, docking stations	15%	Dealer	1 Year
Gamber Johnson	Consoles, laptop mounts, docking stations	15%	MD	Up to Lifetime
Havis	Consoles, laptop mounts, docking stations	30%	MD	Up to Lifetime
Havis	Apple related product and ICS (Integrated Control System)	3%	MD	3 Years
HINT Mounts	Consoles, laptop mounts, docking stations	12%	MD	Limited
Iotto Desk	Consoles, laptop mounts, docking stations	18%	MD	1 Year
LEM Solutions	Printer mounts	3%	MD	Limited
Lund Industries	Consoles, laptop mounts, docking stations	10%	MD	Limited
Panasonic	Laptops	5%	Dealer	Up to 3 Years
PMAT (Precision Mounting Technologies)	Consoles, laptop mounts, docking stations	15%	MD	Up to Lifetime
Prisoner Transport Systems (PTS)	Consoles	10%	Dealer	Limited
RAM Products	Consoles and laptop mounts	30%	MD	Up to Lifetime
Samsung	Computing devices	5%	Dealer	Up to 3 Years
Troy Products	Consoles, laptop mounts, docking stations	18%	MD	Up to 5 Years
Radar / In-Car Video / LPR / Collision Avoidance / Vehicle Safety				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Apollo Video	In-car video	5%	MD	2 Years
Decatur Electronics	In-car video and radar	3%	MD	Up to 5 Years
Digital Ally	Body camera and in-car video	7%	MD	Limited
Genetec	LPR	5%	MD (Exclusive)	Up to 5 Years
L3 Mobile Vision / Safe Fleet	In-car video	3%	Dealer	Up to 3 Years
Mobileye	Collision avoidance	5%	MD (Exclusive)	Limited
MPH Radar	Radar	3%	Dealer	Up to 3 Years
Point Blank / Advanced Tech Group	Body camera and in-car video	5%	MD	Limited
Patrol Witness	In-car video	2%	MD	Limited
Rezerview Safety	Back-up camera systems, back-up sensors, 360 systems, mobile DVRs, dash cameras	10%	Dealer	1 Year
Rostra	Back-up camera systems, back-up sensors, 360 systems, mobile DVRs, dash cameras	10%	Dealer	Up to 3 Years
Starker	Radar	3%	MD	Up to 3 Years

Radar / In-Car Video / LPR / Collision Avoidance / Vehicle Safety (continued)				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Utility	Body camera and in-car video	3%	Dealer	Up to 5 Years
WatchGuard	Body camera and in-car video	2%	MD	1 Year
Flashlights & Other Lighting				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Bayco Products	Flashlights	30%	MD	Up to Lifetime
Maglite	Flashlights	30%	MD	Up to Lifetime
Peikan Products	Flashlights and scene lighting	25%	MD	Up to Lifetime
Streamlight	Flashlights	20%	MD	Up to Lifetime
Sure Fire	Flashlights	12%	Dealer	Up to Lifetime
Truck Toppers / Caps				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
A.R.E.	Toppers and tonneau covers	5%	Dealer	Up to Lifetime
BAKFlip	Bed cover	10%	Dealer	Up to 2 Years
Reading	Steel commercial caps	5%	MD	5 Years
Roll n Lock	Bed cover	12%	Dealer	Up to 3 Years
SpaceKee	Transferable fiberglass caps	2%	MD	Up to Lifetime
Bodies / Cranes / Truck Equipment				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
A.R.E.	Toppers and tonneau covers	5%	MD	Up to Lifetime
Buyers Products	Truck equipment and accessories	18%	Dealer	Up to Lifetime
DeeZee	Truck equipment and accessories	10%	Dealer	Up to Lifetime
Keystone Automotive	Truck equipment and accessories	10%	Dealer	Varies by Manufacturer
Liftmore Cranes	Service cranes	5%	MD	Up to 3 Years
Mayer Distributing	Truck equipment and accessories	10%	Dealer	Varies by Manufacturer
Palfinger	Service cranes	5%	Dealer	Up to 3 Years
Reading	Crate bodies, mechanics bodies, dump bodies, stake / platform bodies, service / utility bodies	5%	MD	Up to 10 Years
Rugby Manufacturing	Dump bodies	5%	MD	Up to 3 Years
Steering Equipment	Heavy duty push bumpers and headache racks	5%	Dealer	Up to 1 Year
Thielman Tailgates	Liftgates	5%	MD	Up to 1 Year
Venturo Cranes	Service cranes	5%	Dealer	Up to 1 Year
Van Storage Equipment				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Fargo Master	Van interior packages, van ladder racks	5%	MD	Up to Lifetime
Legend Fleet Solutions	Van interior floor and wall solutions	5%	Dealer	Limited
Masterack	Van interior packages, van ladder racks, van interior floor and wall liners	15%	MD	1 Year
OPS	Van interior packages	10%	MD	Limited
Westcan Manufacturing	Van interior packages, van interior floor and wall liners	5%	Dealer	Limited
Footwear / Apparel				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
S-11 Tactical	Apparel, bags, boots, shoes	30%	MD	Up to Lifetime
Bates	Boots and shoes	25%	Dealer	Limited
Blackhawk	Apparel, bags, boots	25%	Dealer	Up to Lifetime
Danner	Boots and shoes	18%	Dealer	Up to 6 Months
Magnum	Boots and shoes	22%	Dealer	1 Year
Propper	Apparel, bags, boots, shoes	15%	MD	Limited
Rocky	Boots and shoes	22%	Dealer	1 Year
Tru-Spec	Apparel, bags, boots	25%	MD	2 Years
DSS Products & Services				
Manufacturer	Products Offered	Pricing	Master Distributor or Dealer	Warranty
DSS Graphics	Design, printing, installation, and removal services	Quoted per job		2 Years
DSS Products	Private label products or sole distributor products	15% off MSRP		Varies
DSS Website	www.danassafety.com - All products	5% off MSRP		Varies
Fleet Safety Website	www.fleet-safety.com - All products	5% off MSRP		Varies
Install Rate	Hourly install rate for install and repair services	\$70 per hour		5 Years
Vehicle pick-up and delivery	Calculated based on round trip from DSS location to customer	\$1 per mile		
Body Armor				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Armor Express	Body armor	30%	MD	5 Years
Onyx	Body armor	15%	MD	5 Years
Point Blank	Body armor	75%	MD	5 Years
Propper	Body armor	20%	MD	5 Years
Duty Gear				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
L791 Gun Leather	Holsters	10%	Dealer	Limited
Gauld & Goodrich	Holsters, belts, and accessories	30%	MD	Limited
Hero's Pride	Badges, duty gear, insignia, patches and recognitions	25%	Dealer	Limited
High Speed Gear	Holsters, belts, and accessories	10%	Dealer	Up to Lifetime
Safariland	Holsters, belts, and accessories	20%	Dealer	Up to Lifetime
Fire Gear & Tools				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
ATI Fire Products	Nozzles, hoses, and coupling	10%	Dealer	Varies
Fire Nite	Safety vests, glowstick tracking details, sub zero cooling towels, and knives	12%	Dealer	Varies
Holik	Gloves	10%	Dealer	Limited
Innotes	Bunker / turnout gear	5%	Dealer	Limited
Tripla	Fire tools	30%	MD	Up to Lifetime
Full Line Supplier of Other Items				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Aerovac	LED flares	20%	Dealer	Up to 5 Years
Amerex	Fire extinguishers	10%	MD	Up to 12 Years
Angel Armor	Vehicle driver window armor	5%	Dealer	5 Years
ASP	Baton, flashlights, handcuffs	30%	MD	Up to Lifetime
Aven Protection	First responder Core Products (includes gas masks, etc and Accessories / Spares)	5%	MD	Varies
Blacklion	Badges, insignia, and recognitions	20%	MD	Up to Lifetime
Combined Tactical Systems (CTS)	Less lethal munitions	8%	MD	Limited
Edge Tactical	Protective and ballistic eyewear	10%	MD	Limited
Garrett Metal Detectors	Walk thru and hand metal detectors	5%	MD	Up to 2 Years
Nite Track	Night vision	5%	MD	1 Year

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

August 19, 2019

Dana Safety Supply, Inc.
1855 Cassat Avenue, Unit 11
Jacksonville, Florida 32210

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

Dear Sir:

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

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

Please return signed contracts to the following address;

Bradford County Sheriff's Office
Attn: Captain George Konkel
945-B North Temple Avenue
Starke, Florida 32091

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

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

Sincerely,



Captain George Konkel

Enclosures (1)

AMENDMENT TO CONTRACT NO. BCSO2019-01

THIS AMENDMENT TO CONTRACT is entered into this 19 day of August, 2019, by and between the BRADFORD COUNTY SHERIFF'S OFFICE and DANA SAFETY SUPPLY, INC. hereinafter called the "Contractor".

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

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

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

1. To add the following

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

DSS Products & Services			
Manufacturer	Products Offered	Pricing	Warranty
On Site Service & Maintenance	Hourly rate for non-warranty maintenance and repair services performed on-site	\$85 per hour	5 Years

2. This agreement becomes effective Aug. 19, 2019.

3. Except as specifically amended hereby, the terms and conditions of the Contract shall continue in full force and effect.

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

ATTEST:





Witness as to Contractor


Witness as to Contractor

BRADFORD COUNTY SHERIFF'S OFFICE

BY:  5720
Captain George Konkel

DANA SAFETY SUPPLY, INC.

BY: 
Sidney Wells, General Manager
(Type or Print Name and Title of Signatory)



August 7, 2023

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

Re: Amendment #2 to Contract No. BCSO2019-01

Dear Sir:

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


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

Please return signed contracts to the following address;

Bradford County Sheriff's Office
Attn: Major George Konkel
945-B North Temple Ave.
Starke, FL 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed. If you have any questions or need assistance in completing the enclosed, please contact me at (904)966-6306.

Thanks,


Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, FL 32091
Office (904)966-6306

Amendment to Contract No. BCSO2019-01

This Amendment to Contract is entered into this 7th day of October, 2023, by and between the **Bradford County Sheriff's Office** and **Dana Safety Supply, INC.** hereinafter called the "Contractor".

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

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

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

1. To add the following under the DSS Products and Services section;

Galco Holsters - Holsters, belts, and leather gear
20% off MSRP, Dealer, 1yr warranty

Strong Leather - Badge Holders and Wallets
10% off MSRP, MD, 1 yr warranty

FN - Handguns and Rifles
5% off MSRP, MD, Limited

Walther - Handguns
5% off MSRP, MD, Limited

Page 1 of 3

Alien Gear/Rapid Force - Holsters

15% off MSRP, MD, Lifetime

**RTS Tactical - Ballistic Shields, Ballistic White Boards - Other Armor -
IFAK Kits**

19% off MSRP, MD, 2-5 years

Team Wendy - Ballistic and Bump Helmets

10% off MSRP, MD, 5-10 years

Slate Solutions - Body Armor, Ballistic Shields, Helmets, Hard Plates

10% off MSRP, MD, 5 years

Bergara - Precision Rifles

5% off MSRP, MD, Limited Lifetime

Precision Weapons Systems - Rifles

5% off MSRP, MD, Limited Lifetime

Under Armor - Apparel, Footwear

15% off MSRP, MD, Limited

ISBI – BALLISTIC GLASS

5% OFF MSRP

UTILITY – IN-CAR VIDEO/BODY CAM

5% OFF MSRP

LEER – TOPPERS

5% OFF MSRP

G9 Defense: Ammunition

12% off MSRP

North American Resue
5% off MSRP

Solar Tech
3% off MSRP

2. This agreement becomes effective August 8th, 2023.
3. Except as specifically amended hereby, the terms and conditions of this Contract shall continue in full force and effect.

In Witness Whereof the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the authorized representatives effective the date and year first written above.

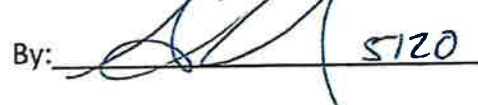
Attest:



Kim Nichols

Bradford County Sheriff's Office

By:

 5120

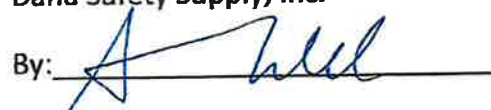
Major George Konkel



Witness as to Contractor

Dana Safety Supply, Inc.

By:



Sidney Wells, Regional GM



Morristown City Council Agenda Item Summary

Date: November 7, 2023

Agenda Item: Authorize the purchase of rock salt from Morton Salt Company in an amount not to exceed \$50,000 via Statewide Contract (#507)

Prepared By: Jeanna Vanek

Subject: Rock Salt Order – FY 2024

Background: Budget in FY 2024 provides for the purchase of rock salt to treat road surfaces during inclement winter weather.

Findings/Current Activity:

Pricing for the rock salt has been approved under statewide contract #507. Morton Salt Company has been awarded the contract for our region, Region #1, of the state. Public Works will order salt as needed throughout the FY24 winter season.

Financial Impact:

Funding, totaling \$50,000.00 has been appropriated in the FY2024 budget

Action options/Recommendations:

Staff recommends approval.

Attachment: SWC #507



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

Statewide Multi-Year Contract Issued to:

Morton Salt Inc
444 W Lake St Ste 3000
Chicago, IL 60606

Vendor ID: 0000115284

Contract Number: 0000000000000000000066848

Title: SWC 507 Rock Salt

Start Date : June 01, 2020

End Date: May 31, 2024 with one (1), one (1) year renewal option

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

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

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

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

liable for the transactions between the Contractor and Authorized Users.

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

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Andrew Martin
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-532-7367
Fax: 615-741-0684
Email: Andrew.Martin@tn.gov

Line Information

Line 1

Item ID: 1000177330
Rock Salt, TDOT Region 2, All Locations
Unit of Measure: NS
Vendor Item/Part #: MOR-2
Manufacturer Item #:
Unit Price: \$ 115.27

Line 2

Item ID: 1000177331
Rock Salt, TDOT Region3, All Locations
Unit of Measure: NS
Vendor Item/Part #: MOR-3
Manufacturer Item #:
Unit Price: \$ 103.34

Line 3

Item ID: 1000177332
Rock Salt, Non-TDOT, Region 2, Super District 4, Clay County
Unit of Measure: NS
Vendor Item/Part #: MOR-4
Manufacturer Item #:
Unit Price: \$ 111.18

Line 4

Item ID: 1000177333
Rock Salt, Non-TDOT, Region 2, Super District 4, Cumberland County
Unit of Measure: NS
Vendor Item/Part #: MOR-5
Manufacturer Item #:
Unit Price: \$ 117.47

Line 5

Item ID: 1000177334
Rock Salt, Non-TDOT, Region 2, Super District 4, DeKalb County
Unit of Measure: NS
Vendor Item/Part #: MOR-6
Manufacturer Item #:
Unit Price: \$ 114.99

Line 6

Item ID: 1000177335

Rock Salt, Non-TDOT, Region 2, Super District 4, Fentress County

Unit of Measure: NS

Vendor Item/Part #: MOR-7

Manufacturer Item #:

Unit Price: \$ 120.85

Line 7

Item ID: 1000177336

Rock Salt, Non-TDOT, Region 2, Super District 4, Jackson County

Unit of Measure: NS

Vendor Item/Part #: MOR-8

Manufacturer Item #:

Unit Price: \$ 112.12

Line 8

Item ID: 1000177338

Rock Salt, Non-TDOT, Region 2, Super District 4, Pickett County

Unit of Measure: NS

Vendor Item/Part #: MOR-10

Manufacturer Item #:

Unit Price: \$ 116.69

Line 9

Item ID: 1000177339

Rock Salt, Non-TDOT, Region 2, Super District 4, Putnam County

Unit of Measure: NS

Vendor Item/Part #: MOR-11

Manufacturer Item #:

Unit Price: \$ 113.78

Line 10

Item ID: 1000177340

Rock Salt, Non-TDOT, Region 2, Super District 4, White County

Unit of Measure: NS

Vendor Item/Part #: MOR-12

Manufacturer Item #:

Unit Price: \$ 115.13

Line 11

Item ID: 1000177341

Rock Salt, Non-TDOT, Region 2, Super District 5, Bledsoe County

Unit of Measure: NS

Vendor Item/Part #: MOR-13

Manufacturer Item #:

Unit Price: \$ 121.57

Line 12

Item ID: 1000177342

Rock Salt, Non-TDOT, Region 2, Super District 5, Cannon County

Unit of Measure: NS

Vendor Item/Part #: MOR-14

Manufacturer Item #:

Unit Price: \$ 111.37

Line 13

Item ID: 1000177343

Rock Salt, Non-TDOT, Region 2, Super District 5, Coffee County

Unit of Measure: NS

Vendor Item/Part #: MOR-15

Manufacturer Item #:

Unit Price: \$ 111.21

Line 14

Item ID: 1000177344

Rock Salt, Non-TDOT, Region 2, Super District 5, Franklin County

Unit of Measure: NS

Vendor Item/Part #: MOR-16

Manufacturer Item #:

Unit Price: \$ 112.08

Line 15

Item ID: 1000177345

Rock Salt, Non-TDOT, Region 2, Super District 5, Grundy County

Unit of Measure: NS

Vendor Item/Part #: MOR-17

Manufacturer Item #:

Unit Price: \$ 115.69

Line 16

Item ID: 1000177346

Rock Salt, Non-TDOT, Region 2, Super District 5, Marion County

Unit of Measure: NS

Vendor Item/Part #: MOR-18

Manufacturer Item #:

Unit Price: \$ 114.6

Line 17

Item ID: 1000177347

Rock Salt, Non-TDOT, Region 2, Super District 5, Sequatchie County

Unit of Measure: NS

Vendor Item/Part #: MOR-19

Manufacturer Item #:

Unit Price: \$ 119.27

Line 18

Item ID: 1000177348

Rock Salt, Non-TDOT, Region 2, Super District 5, Van Buren County

Unit of Measure: NS

Vendor Item/Part #: MOR-20

Manufacturer Item #:

Unit Price: \$ 116.51

Line 19

Item ID: 1000177349

Rock Salt, Non-TDOT, Region 2, Super District 5, Warren

Unit of Measure: NS

Vendor Item/Part #: MOR-21

Manufacturer Item #:

Unit Price: \$ 111.18

Line 20

Item ID: 1000177350

Rock Salt, Non-TDOT, Region 2, Super District 6, Bradley County

Unit of Measure: NS

Vendor Item/Part #: MOR-22

Manufacturer Item #:

Unit Price: \$ 124.74

Line 21

Item ID: 1000177352

Rock Salt, Non-TDOT, Region 2, Super District 6, McMinn County

Unit of Measure: NS

Vendor Item/Part #: MOR-24

Manufacturer Item #:

Unit Price: \$ 122.88

Line 22

Item ID: 1000177353

Rock Salt, Non-TDOT, Region 2, Super District 6, Meigs County

Unit of Measure: NS

Vendor Item/Part #: MOR-25

Manufacturer Item #:

Unit Price: \$ 127.74

Line 23

Item ID: 1000177354

Rock Salt, Non-TDOT, Region 2, Super District 6, Polk County

Unit of Measure: NS

Vendor Item/Part #: MOR-26

Manufacturer Item #:

Unit Price: \$ 128.01

Line 24

Item ID: 1000177355

Rock Salt, Non-TDOT, Region 2, Super District 6, Rhea County

Unit of Measure: NS

Vendor Item/Part #: MOR-27

Manufacturer Item #:

Unit Price: \$ 124.74

Line 25

Item ID: 1000177356

Rock Salt, Non-TDOT, Region 3, Super District 7, Davidson County

Unit of Measure: NS

Vendor Item/Part #: MOR-28

Manufacturer Item #:

Unit Price: \$ 102.05

Line 26

Item ID: 1000177357

Rock Salt, Non-TDOT, Region 3, Super District 7, Macon County

Unit of Measure: NS

Vendor Item/Part #: MOR-29

Manufacturer Item #:

Unit Price: \$ 106.83

Line 27

Item ID: 1000177358

Rock Salt, Non-TDOT, Region 3, Super District 7, Smith County

Unit of Measure: NS

Vendor Item/Part #: MOR-30

Manufacturer Item #:

Unit Price: \$ 105.65

Line 28

Item ID: 1000177359

Rock Salt, Non-TDOT, Region 3, Super District 7, Sumner County

Unit of Measure: NS

Vendor Item/Part #: MOR-31

Manufacturer Item #:

Unit Price: \$ 103.51

Line 29

Item ID: 1000177360

Rock Salt, Non-TDOT, Region 3, Super District 7, Trousdale County

Unit of Measure: NS

Vendor Item/Part #: MOR-32

Manufacturer Item #:

Unit Price: \$ 103.03

Line 30

Item ID: 1000177361

Rock Salt, Non-TDOT, Region 3, Super District 7, Williamson County

Unit of Measure: NS

Vendor Item/Part #: MOR-33

Manufacturer Item #:

Unit Price: \$ 102.2

Line 31

Item ID: 1000177362

Rock Salt, Non-TDOT, Region 3, Super District 7, Wilson County

Unit of Measure: NS

Vendor Item/Part #: MOR-34

Manufacturer Item #:

Unit Price: \$ 104.29

Line 32

Item ID: 1000177363

Rock Salt, Non-TDOT, Region 3, Super District 8, Cheatham County

Unit of Measure: NS

Vendor Item/Part #: MOR-35

Manufacturer Item #:

Unit Price: \$ 101.42

Line 33

Item ID: 1000177364

Rock Salt, Non-TDOT, Region 3, Super District 8, Dickson County

Unit of Measure: NS

Vendor Item/Part #: MOR-36

Manufacturer Item #:

Unit Price: \$ 105.47

Line 34

Item ID: 1000177365

Rock Salt, Non-TDOT, Region 3, Super District 8, Hickman County

Unit of Measure: NS

Vendor Item/Part #: MOR-37

Manufacturer Item #:

Unit Price: \$ 103.51

Line 35

Item ID: 1000177366

Rock Salt, Non-TDOT, Region 3, Super District 8, Houston County

Unit of Measure: NS

Vendor Item/Part #: MOR-38

Manufacturer Item #:

Unit Price: \$ 108.74

Line 36

Item ID: 1000177367

Rock Salt, Non-TDOT, Region 3, Super District 8, Humphrey County

Unit of Measure: NS

Vendor Item/Part #: MOR-39

Manufacturer Item #:

Unit Price: \$ 108.74

Line 37

Item ID: 1000177368

Rock Salt, Non-TDOT, Region 3, Super District 8, Maury County

Unit of Measure: NS

Vendor Item/Part #: MOR-40

Manufacturer Item #:

Unit Price: \$ 105.29

Line 38

Item ID: 1000177369

Rock Salt, Non-TDOT, Region 3, Super District 8, Montgomery County

Unit of Measure: NS

Vendor Item/Part #: MOR-41

Manufacturer Item #:

Unit Price: \$ 103.69

Line 39

Item ID: 1000177370

Rock Salt, Non-TDOT, Region 3, Super District 8, Robertson County

Unit of Measure: NS

Vendor Item/Part #: MOR-42

Manufacturer Item #:

Unit Price: \$ 105.55

Line 40

Item ID: 1000177371

Rock Salt, Non-TDOT, Region 3, Super District 8, Stewart County

Unit of Measure: NS

Vendor Item/Part #: MOR-43

Manufacturer Item #:

Unit Price: \$ 105.29

Line 41

Item ID: 1000177372

Rock Salt, Non-TDOT, Region 3, Super District 9, Bedford County

Unit of Measure: NS

Vendor Item/Part #: MOR-44

Manufacturer Item #:

Unit Price: \$ 110.51

Line 42

Item ID: 1000177373

Rock Salt, Non-TDOT, Region 3, Super District 9, Giles County

Unit of Measure: NS

Vendor Item/Part #: MOR-45

Manufacturer Item #:

Unit Price: \$ 113.18

Line 43

Item ID: 1000177374

Rock Salt, Non-TDOT, Region 3, Super District 9, Lawrence County

Unit of Measure: NS

Vendor Item/Part #: MOR-46

Manufacturer Item #:

Unit Price: \$ 110.18

Line 44

Item ID: 1000177375

Rock Salt, Non-TDOT, Region 3, Super District 9, Lewis County

Unit of Measure: NS

Vendor Item/Part #: MOR-47

Manufacturer Item #:

Unit Price: \$ 108.29

Line 45

Item ID: 1000177376

Rock Salt, Non-TDOT, Region 3, Super District 9, Lincoln County

Unit of Measure: NS

Vendor Item/Part #: MOR-48

Manufacturer Item #:

Unit Price: \$ 109.22

Line 46

Item ID: 1000177377
Rock Salt, Non-TDOT, Region 3, Super District 9, Marshall County
Unit of Measure: NS
Vendor Item/Part #: MOR-49
Manufacturer Item #:
Unit Price: \$ 106.37

Line 47

Item ID: 1000177378
Rock Salt, Non-TDOT, Region 3, Super District 9, Moore County
Unit of Measure: NS
Vendor Item/Part #: MOR-50
Manufacturer Item #:
Unit Price: \$ 106.37

Line 48

Item ID: 1000177379
Rock Salt, Non-TDOT, Region 3, Super District 9, Perry County
Unit of Measure: NS
Vendor Item/Part #: MOR-51
Manufacturer Item #:
Unit Price: \$ 111.12

Line 49

Item ID: 1000177380
Rock Salt, Non-TDOT, Region 3, Super District 9, Rutherford County
Unit of Measure: NS
Vendor Item/Part #: MOR-52
Manufacturer Item #:
Unit Price: \$ 109.4

Line 50

Item ID: 1000177381
Rock Salt, Non-TDOT, Region 3, Super District 9, Wayne County
Unit of Measure: NS
Vendor Item/Part #: MOR-53
Manufacturer Item #:
Unit Price: \$ 110.18

Line 51

Item ID: 1000177329
Rock Salt, TDOT, Region 1, Super District 1, All Locations
Unit of Measure: NS
Vendor Item/Part #: MOR-54
Manufacturer Item #:
Unit Price: \$ 96.6

Line 52

Item ID: 1000177404
Rock Salt, Non-TDOT, Region 1, Super District 1, All Counties
Unit of Measure: NS
Vendor Item/Part #: MOR-55
Manufacturer Item #:
Unit Price: \$ 98.09

APPROVED: 
CHIEF PROCUREMENT OFFICER

Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State of
Tennessee, ou=Central Procurement
Office, email=mike.perry@tn.gov,
c=US
Date: 2023.04.27 15:49:50 -0500

BY: **Andrew Martin**
PURCHASING AGENT

Digitally signed by Andrew Martin
DN: cn=Andrew Martin, o=Central Procurement
Office, ou=Department of General Services,
email=Andrew.Martin@tn.gov, c=US
Date: 2023.04.27 15:08:19 -0500

DATE



Morristown City Council Agenda Item Summary

Date: October 31, 2023

Agenda Item: Surplus of 2014 Dodge Charger

Prepared By: Larry Clark

Subject: 2014 Dodge Charger (Unit 370), VIN# 2C3CDXAG1EH132939, Mileage 137,560

Background/History:

Officer was unable to stop his patrol vehicle in time and struck the rear of a van with the front of his patrol car. Both vehicles have been totaled by the insurance company. PEP paid \$58,500 to citizen for totaled vehicle.

Findings/Current Activity: Police vehicle was also totaled. Will need approval of being surplus.

Financial Impact: Damage to patrol vehicle \$7,689.59. Will have to replace vehicle from one in the fleet.

Action options/Recommendations: Approval of surplus vehicle, Police Car

Attachment: None

The City of Morristown

Finance Department



Morristown City Council Agenda Item Summary

Date: November 7, 2023

Agenda Item: Approval of Proposal for CDBG Consolidated Plan “**Analysis of Impediments to Fair Housing**” by Central Services.

Prepared By: Lisa Baker, Grants Coordinator

Subject: **Analysis of Impediments to Fair Housing**

Background: HUD requires an Analysis of Impediments to Fair Housing study be conducted as part of the Five-Year Consolidated Planning Process. Central Services completed the last two reports for the City and has provided a proposal to do the 2024 Analysis for the CDBG Consolidated Plan.

Financial Impact: Cost = \$11,500 paid by CDBG funds.

Action options/Recommendations:

Staff recommends approval.

Attachment: Copy of Proposal from Central Services.



Community Development & Housing

Lisa Baker

100 West 1st North Street

Morristown, TN 37814

Phone: (423) 585-4615

Email: lbaker@mymorristown.com

Re: Analysis of Impediments to Fair Housing Update

Please accept this letter of proposal for Morristown Hamblen Central Services, Inc. to complete the update for the 2024 Analysis of Impediments to Fair Housing Report.

As one of the largest community funded non-profit organizations in Morristown, serving low to moderately-low income individuals and families, we aim to best understand and educate the community about the impacts of poverty. More so, our mission is to serve those low-income individuals and families through supportive programming that is need and evidence based. This is one reason we were happy to complete the original Analysis in 2013-14 and then the update in 2019. Access to housing is an ongoing issue we see daily and our awareness has helped us to better understand challenges relating to this topic.

Central Services hopes to remain a candidate for completion of the update to the Analysis of Impediments to Fair Housing, as we continue to be steadfast in our dedication to providing need-based services in our community. Our mission and programming align with the socio-economic matters of the Housing Analysis and furthermore, the individuals who will be completing the report are well-educated in respect to the topic and hold degrees in a profession with a valued Code of Ethics. The original report was completed by a Master's level Social Worker and the same was true for the 2019 update. An LMSW will complete the update, if we are chosen, and two additional LMSW's will assist and review before submitting the completed report.

The cost we are proposing to complete the update to the Fair Housing Analysis is \$11,500 and will cover all expenses relating to the process. We take pride in our community and will certainly do the same for this important document. Our past experiences and our present and future commitment to this community is what strengthens us to serve the greater good each and every day, so thank you for recognizing that and allowing us this opportunity.

Respectfully,

Ashley Hux

Ashley Hux, LMSW

MH Central Services- Executive Director



Morristown City Council Agenda Item Summary

Date: November 7, 2023

Agenda Item: Approve a ground lease and development agreement between the City of Morristown and WP Air LLC to allow for the construction of additional taxilanes and hangars in an area west of the SEI development area and hangars. The Morristown Regional Airport Commission recommended approval July 27, 2023.

Prepared By: Andrew Ellard

Subject: Airport Ground Lease and Development Agreement – WP Air

Background: The City was approved in April 2023 by the TDOT Aeronautics Commission to access BIL grant funds to pay for the preliminary design of extended taxilanes and a hangar development area further west of all current existing hangars. As plans were underway, WP Air, represented by Lance Wild, approached the City about the possibility of building new hangars in this proposed area. The Airport Commission approved moving forward (recommending to City Council) with the proposed development based on the concept drawings that were available at the time – authorizing a letter of intent to the developer based on various conditions.

Findings/Current Activity:

Once preliminary drawings were more complete, WP Air and the City discussed and drafted an agreement whereby the developer will build taxilanes and various hangars – which they may later sublease or “sell” to others by assignment.

Financial Impact:

Design services by GMC (Airport Engineer) to date are anticipated to be covered by BIL grant funds. Further engineering will be contracted by the City but reimbursed by the developer. Monthly/annual rent is offset over the life of the ground lease by the private investment in public infrastructure (taxilanes, drainage, etc.).

Action options/Recommendations:

Approve ground lease agreement and development agreement.

Attachment: Ground Lease

GROUND LEASE AGREEMENT

BETWEEN

CITY OF MORRISTOWN, TENNESSEE,

MORRISTOWN AIRPORT COMMISSION

AND

WP Air LLC

(AIRCRAFT HANGAR COMPLEX)

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS.....	4
ARTICLE II. TERM	6
SECTION 2.1 TERM	6
SECTION 2.2 LESSEE'S INSPECTION; DISCLAIMER OF ANY REPRESENTATIONS BY LESSOR.....	7
SECTION 2.3 VESTING OF TITLE TO HANGARS.....	7
SECTION 2.4 SURRENDER OF THE PREMISES.....	7
ARTICLE III. RIGHTS, SPECIFIC PRIVILEGES AND PREMISES OF LESSEE.....	7
SECTION 3.1 USE OF LEASED PREMISES	7
SECTION 3.2 USE OF THE AIRPORT	8
SECTION 3.3 SPECIFIC RIGHTS OF LESSEE AT AIRPORT	8
SECTION 3.4 ACCESS.....	8
SECTION 3.5 ENCUMBRANCES.....	9
ARTICLE IV. PLANNING, DESIGN, CONSTRUCTION AND FINANCING OF PROJECT ...	9
SECTION 4.1 THE PROJECT	9
SECTION 4.2 PARTICIPATION OF LESSOR.....	11
SECTION 4.3 FIRE PROTECTION SYSTEM	11
SECTION 4.4 DEVELOPMENT RISKS	12
SECTION 4.5 REPAIR OF PROJECT.....	12
SECTION 4.6 INSPECTION BY LESSOR.....	12
SECTION 4.7 RECORD DOCUMENTS.....	12
SECTION 4.8 FINANCIAL DOCUMENTS.....	13
ARTICLE V. RENTALS, CHARGES AND FEES	13
SECTION 5.1 RENTAL	13
SECTION 5.2 PAYMENT PROVISIONS/INTEREST ON OVERDUE AMOUNTS.....	13
SECTION 5.3 TAXES	13
SECTION 5.4 UTILITIES AND RELATED CHARGES	13
SECTION 5.5 LIENS.....	14
ARTICLE VI. MAINTENANCE AND OPERATION OF AIRPORT.....	14
SECTION 6.1 RESPONSIBILITIES OF LESSOR	14
SECTION 6.2 RESPONSIBILITIES OF LESSEE.....	15
SECTION 6.3 EMERGENCY ACCESS.....	15
SECTION 6.4 LESSOR'S RIGHT TO INSPECT AND MAKE REPAIRS	15
SECTION 6.5 ALTERATIONS AND IMPROVEMENTS.....	16
ARTICLE VII. DAMAGE OR DESTRUCTION.....	16
SECTION 7.1 LESSEE TO GIVE NOTICE.....	16
SECTION 7.2 RESTORATION.....	16
SECTION 7.3 ALTERNATIVE TO RESTORATION	16
SECTION 7.4 RIGHTS OF LESSOR	16
ARTICLE VIII. INSURANCE AND INDEMNIFICATION.....	17
SECTION 8.1 LIABILITY INSURANCE.....	17
SECTION 8.2 PROPERTY INSURANCE	17

SECTION 8.3	INDEMNIFICATION	17
SECTION 8.4	LESSEE INSURANCE REQUIREMENTS	18
ARTICLE IX. ENVIRONMENTAL MATTERS		19
SECTION 9.1	COMPLIANCE WITH ENVIRONMENTAL LAWS	19
SECTION 9.2	NOTICE TO LESSOR	19
SECTION 9.3	TERMINATION; INDEMNIFICATION; CERTIFICATION	19
ARTICLE X. ASSIGNMENT OR SUBLEASE		20
SECTION 10.1	GENERAL	20
SECTION 10.2	LESSEE RESPONSIBLE	21
SECTION 10.3	CONSENT	21
SECTION 10.4	TRANSACTION COSTS	21
ARTICLE XI. DEFAULTS		21
SECTION 11.1	GENERALLY	21
ARTICLE XII. TERMINATION BY LESSOR		22
SECTION 12.1	EVENTS PERMITTING TERMINATION BY LESSOR	22
ARTICLE XIII. ENCUMBRANCE OF LEASEHOLD AND FEE ESTATE		22
SECTION 13.1	LESSEE'S RIGHT TO ENCUMBER	22
SECTION 13.2	LESSEE'S OBLIGATIONS	23
SECTION 13.3	ENFORCEMENT OF RIGHTS OF MORTGAGEES	23
SECTION 13.4	RIGHTS OF RECOGNIZED MORTGAGEES	23
SECTION 13.5	MODIFICATION OF AGREEMENT, ETC	23
SECTION 13.6	NOTICE AND CURE RIGHTS OF RECOGNIZED MORTGAGEES	23
ARTICLE XIV. REPRESENTATIONS, WARRANTIES AND COVENANTS		24
SECTION 14.1	BY LESSOR	24
SECTION 14.2	BY LESSEE	24
ARTICLE XV. GENERAL PROVISIONS		25
SECTION 15.1	MINIMUM STANDARDS	25
SECTION 15.2	COMPLIANCE WITH LAW	25
SECTION 15.3	NONDISCRIMINATION	26
SECTION 15.4	NOTICES	26
SECTION 15.5	SUCCESSORS AND ASSIGNS BOUND	27
SECTION 15.6	GOVERNING LAW; JURISDICTION AND VENUE	27
SECTION 15.7	QUIET ENJOYMENT	27
SECTION 15.8	NONLIABILITY OF AGENTS AND EMPLOYEES	27
SECTION 15.9	NONWAIVER OF RIGHTS	27
SECTION 15.10	SEVERABILITY	28
SECTION 15.11	HEADINGS	28
SECTION 15.12	INCORPORATION OF EXHIBITS	28
SECTION 15.13	TIME OF ESSENCE	28
SECTION 15.14	ENTIRE AGREEMENT; AMENDMENT	28
SECTION 15.15	NO JOINT VENTURE	28
SECTION 15.16	REFERENCES TO LESSOR	28

EXHIBITS

EXHIBIT A

EXHIBIT B

EXHIBIT C

CONFIRMATION OF DATE OF BENEFICIAL OCCUPANCY

LEASED PREMISES

SITE PLAN SHOWING CONCEPT IMPROVMENTS

AGREEMENT

THIS GROUND LEASE AGREEMENT (this "Agreement"), is effective as of the 7th day of November, 2023, by and between the CITY OF MORRISTOWN, TENNESSEE, a municipality of the State of Tennessee ("Lessor"), the MORRISTOWN AIRPORT COMMISSION, a board created by Lessor to operate the Airport referenced herein ("Commission"), and WP Air LLC, a Tennessee limited liability company ("Lessee").

WITNESSETH:

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

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

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

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

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

ARTICLE I. DEFINITIONS

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

- a. "Airport" means the land areas and facilities which are owned and operated by Lessor and referred to collectively as Morristown Regional Airport.
- b. "Airport Engineering Consultant" means Goodwyn Mills Cawood, LLC.
- c. "Date of Beneficial Occupancy" means that date upon which Lessee can lawfully occupy the Leased Premises, which shall be the date of certification by the Project architect/engineer that the Project is substantially completed and available for Lessee's occupancy following receipt of the Certificate of Occupancy from the local regulating authority. The Date of Beneficial Occupancy will be memorialized in an exhibit signed by Lessor and Lessee in the form of Exhibit A, which may be duplicated as necessary as each phase of the project or hangar(s) developed as a result may have differing Dates of Beneficial Occupancy.
- d. "Date of Possession" means the date when Lessor delivers possession of the Leased Premises to Lessee for commencement of construction of the Project, which date, unless otherwise agreed upon by Lessor and Lessee in writing shall be the date hereof.

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

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

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

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

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

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

k. "Hangars" means the aircraft hangars to be constructed on the Leased Premises by Lessee as part of the Project in accordance with Article IV hereof together with all other improvements to be constructed on the Leased Premises as may be necessary for the operation of the Hangars. The locations of the Hangars shall be substantially the same as the locations shown on Exhibit C attached hereto, and such that **up to four (4) of the Hangars shall contain approximately 10,000 square feet each, and up to five (5) other Hangars shall contain approximately 6,400 square feet each. Dimensions of hangar(s) in the westernmost portion of the premises will be determined and mutually agreed upon at a later date.**

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

solvents and chlorinated oils, polychlorinated biphenyls (PCB's), toxic metals, etchants, pickling and plating wastes, explosives, reactive metals and compounds, pesticides, herbicides, urea formaldehyde, foam insulation, or any other substances, chemicals, materials and/or wastes that are defined as hazardous, dangerous and/or toxic under, or regulated by, any Environmental Laws.

m. "Leased Premises" means the premises on the Airport to be leased to Lessee beginning on the date hereof. For purposes of execution of this Agreement, the Leased Premises is depicted on Exhibit B, but the parties agree that upon completion of the Project, Exhibit B shall be replaced with a final exhibit depicting the Leased Premises with as-built improvements prepared, at the expense of Lessee, by a licensed surveyor in the State of Tennessee selected by Lessee and approved by Lessor. **The final exhibit shall clearly distinguish between the Leased Premises and other common space, including those Off-Site Improvements constructed by Lessee. Leased Premises will include at a minimum an area extending ten (10) feet beyond any constructed walls, any dedicated parking area, and apron area(s).**

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

o. "Lessor" means the City of Morristown, Tennessee, with the duly authorized agent being the City Administrator, who shall act with respect to the rights and obligations of Lessor under this Agreement.

p. RESERVED

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

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

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

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

ARTICLE II. TERM

Section 2.1 Term.

The Term of this Agreement shall commence upon the Date of Possession and shall continue thereafter for a period of thirty (30) years from the earlier of (i) the Date of Beneficial Occupancy and (ii) three (3) years from the Date of Possession, subject to prior termination as provided herein. **The Date of Beneficial Occupancy may differ from one hangar or phase of the project to another depending on the schedule and completion of construction, and as such different hangars may carry different term dates based on the Date of Beneficial Occupancy of each.** Upon the expiration of the Term, Lessee acknowledges that it will have no right to extend the term of this Agreement and that Lessor shall have no obligation to negotiate with Lessee regarding any such extension.

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

Lessee accepts the Leased Premises "as is" and further agrees that, in taking this Agreement, it is governed by its own inspection of the Leased Premises and the plans for the property leased hereby and its own judgment of their desirability for its purpose, and has not been governed or influenced by any representation of Lessor as to condition and character of the Leased Premises; that no agreements, stipulations, reservations, exceptions or conditions whatsoever have been made or entered into in regard to the Leased Premises or this Agreement, which will in any way vary, contradict or impair the validity of this Agreement or of any of its terms and conditions as herein set forth. Lessee also understands and acknowledges that the Leased Premises are subject to substantial noise due to aircraft taking off and landing at the Airport. Furthermore, Lessee takes this Agreement and the Leased Premises subject to all easements and encumbrances of record respecting the Leased Premises and to all statutes, ordinances and regulations of competent governmental authority affecting the occupancy and use thereof, the construction and maintenance of improvements thereof, and the business and occupations to be engaged in by Lessee, in force now or subsequently put in force during the Term of this Agreement.

Section 2.3 Vesting of Title to Hangars.

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

Section 2.4 Surrender of the Premises.

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

ARTICLE III. RIGHTS, SPECIFIC PRIVILEGES AND PREMISES OF LESSEE

Section 3.1 Use of Leased Premises.

Upon completion of the Project, Lessee shall solely operate the Leased Premises as a fixed base operator to be used for the following purposes: (a) storage of aircraft to the extent provided below, (b) passenger charter operations, and (c) maintenance of aircraft stored on the Leased Premises pursuant to

clause (a) but not otherwise. Lessee shall not use the Leased Premises to (i) store any aircraft that is inoperable for a period in excess of thirty (30) days, (ii) provide flying lessons to any group or individual that is not an employee of Lessee, (iii) maintain aircraft except as is provided above or (iv) construct or operate any fueling operations.

Section 3.2 Use of the Airport.

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

Section 3.3 Specific Rights of Lessee at Airport.

Lessee is authorized to do the following at the Airport:

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

Section 3.4 Access.

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

Section 3.5 Encumbrances.

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

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

Section 4.1 The Project.

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

a. The engineering and design firm for the Off-Site Improvements and hangar site preparation shall be the Airport Engineer. Lessee acknowledges that Lessor has contracted directly with the Airport Engineer for preliminary engineering and design services leading to the design of the off-site improvements, and the cost of such services have been borne by the Lessor. **Lessor shall additionally contract with the Airport Engineer to provide construction administration services and third-party testing relative to the off-site improvements, and the Lessee shall reimburse Lessor for the cost of such services as such cost is incurred within thirty (30) days of receipt of each invoice therefor.** Any engineering and design firm for the remainder of the Project and building contractor chosen by Lessee for the Project shall all be subject to prior review and approval by Lessor which approval will not be unreasonably withheld, delayed or conditioned, and the cost of such services shall be solely the responsibility of the Lessee.

- b. **Lessee may phase the Project as determined most suitable to the Lessee, except that:**
- (i) **the off-site improvements relative to grading and drainage for the entire Leased Premises shall be fully completed as designed;**
 - (ii) **the off-site improvements relative to taxilanes shall be completed such that, at a minimum, taxilanes from the existing taxilane, to and including the easternmost northward extension, shall be completed as a part of an initial construction phase;**
 - (iii) **taxilane areas further west may be delayed for completion at a later date;**
 - (iv) **the westernmost northward extension of taxilane shall not be completed until such time that tenants/developers of the westernmost area are known and approved by the Lessor.**

c. **The Lessor reserves the right, in its sole discretion, to buy the ground lease back from the Lessee for any portion of the Leased Premises that is yet to be built upon with hangars as intended. The cost of buying such portion of the ground lease shall be in proportion to the total square footage of area of the Leased Premises upon which hangars are intended to be built (192,485 sq. ft.) in accordance with Exhibit B. The dollar value shall be based upon the representative portion of the total cost estimate at the inception of the project according to the Airport Engineer (\$1,454,500), adjusted for any work in the subject area remaining to be completed, and adjusted based on the Consumer Price Index for all urban customers, all items, seasonably adjusted, as published by the U. S. Department of Labor.**

- d. **Hangars, when constructed, shall be as described in Article I, but Lessee shall not be**

prohibited from forgoing the construction of any particular hangar(s). In any case, the term of the ground lease for any particular undeveloped area of the Leased Premises shall begin no later than the date established in Article II. By mutual written agreement, the parties may otherwise amend the terms should conditions become evident that may warrant a different configuration of hangars or taxilane layout.

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

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

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

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

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

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

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

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

(vi) A letter of credit from a financial institution acceptable to Lessor that will secure the performance of Lessee with respect to the construction of the Off-Site Improvements and shall be in an amount of not less than **\$1,400,000** or such other security as is acceptable to Lessee.

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

h. Upon reasonable notice from Lessor, Lessee shall permit Lessor and/or its duly

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

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

j. No freestanding signs shall be permitted except as may be placed by the Lessor. Any signs erected on the Leased Premises (i) must conform with the general architectural scheme of the Leased Premises and any related property owned by Lessor, (ii) must be approved by Lessor prior to the installation thereof, which approval shall not be unreasonably withheld, and (iii) shall comply with applicable ordinances or other governmental restrictions; and the determination of such requirements and the prompt compliance therewith shall be the responsibility of Lessee. Lessor reserves the right to install hangar addressing, numbering, etc. consistent with any wayfinding or emergency identification scheme as it may see fit.

Section 4.2 Participation of Lessor.

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

Section 4.3 Fire Protection System.

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

Section 4.4 Development Risks.

Except as provided for in Article IV, Lessee agrees to commence all phases construction of the Project by **December 31, 2025** and, subject to any applicable Force Majeure Event, and **except as provided for in Article IV**, to complete the Project by **December 31, 2026**. Lessee shall give written notice of a delay or failure resulting from a Force Majeure Event as soon as reasonably practicable to Lessor stating the date and extent of such delay or failure and the cause thereof, and Lessee shall resume the performance of such obligations as soon as reasonably practicable after the removal of such cause.

Section 4.5 Repair of Project.

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

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

Section 4.6 Inspection by Lessor.

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

Section 4.7 Record Documents.

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

by the Plans and Specifications, with assignments of each to Lessor and (d) a complete set of release of lien forms from all contractors, subcontractors, equipment manufacturers and material suppliers.

Section 4.8 Financial Documents.

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

**ARTICLE V.
RENTALS, CHARGES AND FEES**

Section 5.1 Rental.

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

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

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

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

Section 5.2 Payment Provisions/Interest on Overdue Amounts.

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

Section 5.3 Taxes.

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

Section 5.4 Utilities and Related Charges.

Lessee shall be responsible for and shall pay when due:

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

Section 5.5 Liens.

Lessee has the obligation to construct improvements on the Leased Premises as more particularly set out in Article IV; however, Lessee shall not permit any liens to attach to Lessor's interest in the Leased Premises as a result of such construction or at any time during the term of this Agreement, and all persons are put on notice of the fact Lessee shall never, under any circumstances, have the power to subject the interest of Lessor in the Leased Premises to any mechanics' or materialmen's lien or other liens of any kind. If any mechanics' liens or other lien or order for the payment of money shall be filed against the Leased Premises or building(s) or improvements thereon by reason of, or arising out of, any labor or material furnished or alleged to have been furnished to or for Lessee at the Leased Premises, or for or by reason of any change, alteration or addition by Lessee, or the cost or expense thereof or any contract relating thereto, or against Lessor, then Lessee shall within thirty (30) days after the filing of any such lien cause the same to be canceled and discharged of record, by bond or otherwise, at the election and expense of Lessee, and shall defend on behalf of Lessor, at Lessee's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such liens or orders, and Lessee shall pay any damages and discharge any judgment entered thereon and shall indemnify and hold Lessor harmless from any claim or damage resulting therefrom. If Lessee fails to keep this covenant, in addition to any other remedies available to Lessor under this Agreement or otherwise, Lessor may at its option discharge such lien or order, in which event Lessee agrees to pay Lessor, on demand, a sum equal to one hundred fifteen percent (115%) of the amount of the lien or order thus discharged by Lessor plus Lessor's costs, expenses and attorney's fees. NOTICE IS HEREBY GIVEN THAT LESSOR SHALL NOT BE LIABLE FOR ANY LABOR OR MATERIALS FURNISHED OR TO BE FURNISHED TO LESSEE ON CREDIT, AND THAT NO MECHANIC'S, MATERIALMAN'S, OR OTHER LIEN FOR ANY SUCH LABOR OR MATERIALS SHALL ATTACH TO OR AFFECT THE REVERSIONARY OR OTHER INTEREST OR ESTATE OF LESSOR IN AND TO THE REAL ESTATE AND IMPROVEMENTS WHICH MAKE UP THE LEASED PREMISES.

ARTICLE VI. MAINTENANCE AND OPERATION OF AIRPORT

Section 6.1 Responsibilities of Lessor.

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

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

c. Lessor shall be responsible for the maintenance, cleaning, and operation of the Off-Site Improvements, once completed. For purposes of this section, completion involves formal acceptance of all conditions by the Lessor based on inspections and/or testing performed by the Airport Engineer during the course of the project, the acceptance of which shall not be unreasonably withheld.

Section 6.2 Responsibilities of Lessee.

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

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

c. Lessee further covenants that it will not under any circumstances release or dispose of unused or contaminated fuel, oil, solvents, paint or other petroleum or petrochemical products of any type, whether liquid or solid, or any other material deemed a Hazardous Material, by dumping or burning by fire, either upon or off the Airport premises in any manner or fashion, but shall release or dispose of the same only in accordance with environmentally accepted practices and disposal procedures and practices as set forth above; and shall cause any soil or other portion of Airport premises which has become contaminated by any Hazardous Materials stored or used by Lessee on the Airport premises to be remediated, decontaminated, detoxified or otherwise cleaned up in accordance with the requirements of cognizant governmental authorities. Lessee's obligations as to Hazardous Wastes upon termination of this Agreement shall be governed by Article IX hereof.

Section 6.3 Emergency Access.

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

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

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

b. To inspect such space to determine whether Lessee has complied and is in compliance

with the terms and conditions of this Agreement.

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

Section 6.5 Alterations and Improvements.

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

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

ARTICLE VII. DAMAGE OR DESTRUCTION

Section 7.1 Lessee to Give Notice.

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

Section 7.2 Restoration.

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

Section 7.3 LEFT BLANK INTENTIONALLY

Section 7.4 Rights of Lessor.

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

ARTICLE VIII. INSURANCE AND INDEMNIFICATION

Section 8.1 Liability Insurance.

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

Section 8.2 Property Insurance.

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

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

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

Section 8.3 Indemnification.

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

b. Lessor shall give to Lessee prompt and timely notice of any such claims or actions.

Lessor shall be entitled to designate counsel, subject to the approval of Lessee, to represent Lessor in connection with matters covered by the provisions of this Section, and said provisions shall survive the expiration or early termination of this Agreement.

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

Section 8.4 Lessee Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

evidencing that such insurance is continuously in force. These certificates of insurance must be provided prior to Lessee occupying the Leased Premises.

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

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

ARTICLE IX. ENVIRONMENTAL MATTERS

Section 9.1 Compliance with Environmental Laws.

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

Section 9.2 Notice to Lessor.

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

a. There has or will come to be located on or about the Premises any Hazardous Material, the management, generation, transportation, storage, use or handling of which requires a permit, license or approval from, or notice to or registration with any federal, state or local governmental agency.

b. Any release, discharge or emission of any Hazardous Material has occurred on or about the Premises.

c. Any (i) enforcement, cleanup, removal or other governmental or regulatory action has been threatened or commenced against Lessee or with respect to the Leased Premises pursuant to any Environmental Laws; or (ii) any claim has been made or threatened by any person or entity against Lessee or the Leased Premises on account of any alleged loss or injury claimed to result from the alleged presence or release on the Premises of any Hazardous Material; or (iii) any report, notice or complaint has been made to or filed with any governmental agency concerning the presence, use or disposal of any Hazardous Materials on the Leased Premises.

Section 9.3 Termination; Indemnification; Certification.

a. Upon the Expiration Date, Lessee shall promptly, in full compliance with all applicable law, including but not limited to Environmental Law, (i) cause all Hazardous Materials previously owned, stored or used by Lessee to be safely removed from the Leased Premises and properly disposed of in one

or more duly permitted facilities; (ii) unless otherwise agreed to by Lessor, remove any and all aboveground or underground storage tanks or other containers installed by Lessee to store and/or dispense any Hazardous Materials on the Leased Premises, and repair any damage to the Leased Premises caused by such removal; (iii) with respect to any and all aboveground or underground storage tanks owned by Lessor but used by Lessee for storage or distribution of Hazardous Materials, have such tanks inspected and certified as being in full compliance with applicable Environmental Law, and to the extent required by Lessor, provide a temporary or permanent Certificate of Closure for each such tank. In the event such a tank is closed temporarily, but not permanently, all leak-detection and corrosion protection systems, as well as, any other regulatory requirements under Environmental Law for temporarily out-of-service tanks, must be met and remain in place and be fully operational at the time Lessee surrenders the Leased Premises to Lessor; and (iv) cause any soil or other portion of the Leased Premises that has become contaminated by any Hazardous Materials stored or used by Lessee on the Leased Premises to be decontaminated, detoxified or otherwise cleaned up in accordance with the requirements of cognizant governmental authorities; and (v) (notwithstanding paragraph 1.9.4 of the Rules and Regulations) surrender possession of the Leased Premises to Lessor at a level of cleanliness in no event less than levels of the applicable state governmental cleanup standards attributable to each and every Hazardous Material generated or used by Lessee or stored or disposed of by any party other than Lessor or its agents, contractors or permittees in or on the Leased Premises during the term of this Agreement; provided, further, that nothing in this Section shall diminish Lessor's indemnity rights (as set forth in Section 9.2.b) or allow, permit or otherwise result in the material reduction in value, for purposes of leasing, financing or sale of Lessor's property included in the Leased Premises, and provided further that no restrictions on the use of said property or other institutional controls shall be imposed as a result of an action or inaction by Lessee, or by any local, state or federal authorities.

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

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

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

ARTICLE X. ASSIGNMENT OR SUBLEASE

Section 10.1 General.

Lessee shall not assign this Agreement in whole or in part, nor sublease all or any part of the Leased Premises, nor permit other persons to occupy the Leased Premises or any part thereof, nor grant any license or concession for all or any of the Leased Premises, without prior written approval of Lessor. **Acknowledging the intent of this Agreement is to allow for the construction of hangars for the purpose of subleasing or assigning to others, time is of the essence and consideration by the Lessor shall not be unreasonably withheld.**

Section 10.2 Lessee Responsible.

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

Section 10.3 Consent.

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

Section 10.4 Transaction Costs.

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

ARTICLE XI. DEFAULTS

Section 11.1 Generally.

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

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

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

c. Within a reasonable time after receiving notice of the filing of any involuntary petition of bankruptcy against Lessee and failure of Lessee to have the same dismissed within ninety (90) days; the

occurrence of any act which operates to deprive Lessee permanently of the right, powers and privileges necessary for the proper conduct and operation of the Leased Premises as contemplated hereby; or, the levy of any attachment or execution which substantially interferes with Lessee's operation under this Agreement and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.

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

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

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

ARTICLE XII. TERMINATION BY LESSOR

Section 12.1 Events Permitting Termination by Lessor.

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

ARTICLE XIII. ENCUMBRANCE OF LEASEHOLD AND FEE ESTATE

Section 13.1 Lessee's Right to Encumber.

With the prior written approval of Lessor, which shall not be unreasonably withheld, delayed or conditioned, and after Lessor has had adequate time to review any documents related to Lessee's right to encumber the Leased Premises or the Hangars, Lessee may encumber all or any portion of its interest in the Leased Premises, the Hangars, this Agreement and the leasehold estate hereunder by deed of trust, mortgage, deed to secure debt or other security instrument (herein, a "Mortgage"); provided that the beneficiary or holder of any such Mortgage (herein, a "Mortgagee") shall have agreed to provide default notices to Lessor and Lessee simultaneously. Except as provided elsewhere in this Article XIII, each such Mortgage and any other security instrument in favor of a Mortgagee (a) shall be subject and subordinate to all rights and interests of Lessor herein and shall only secure debt incurred to finance improvements to the Leased Premises, including the Hangars, (b) shall be a lien on only Lessee's interests in and to the Leased Premises, the Hangars, this Agreement, the leasehold estate hereunder and any rents, revenues and profits related thereto and any personal property, equipment and other assets of Lessee, (c) shall not be a lien on Lessor's fee simple interest in the Leased Premises or reversionary interest in the Hangars, and (d)

shall not afford to a Mortgagee, or anyone claiming by, through or under a Mortgagee, any greater rights hereunder than Lessee has under this Agreement other than certain rights as set forth in a subordination, non-disturbance and attornment agreement to be executed by Lessor, Lessee, and such Lender. Lessee shall deliver to Lessor copies of all documents recorded to evidence any and all Mortgages and all notices of default received by Lessee from any Mortgagee and, as stated above, each Mortgagee shall be required to provide copies of default notices to Lessor simultaneously with providing the same to Lessee.

Section 13.2 Lessee's Obligations.

Lessee covenants and agrees to pay, or cause to be paid, the indebtedness secured by any Mortgage when the same shall become due and payable and to perform, when such performance is required, all obligations of the grantor or mortgagor thereunder. Lessee further agrees not to suffer or permit any default to occur and continue under any Mortgage beyond the expiration of any applicable cure period. Lessee shall cause a true, complete and correct copy of each recorded Mortgage, together with written notice containing the name and post office address of the corresponding Mortgagee, to be delivered to Lessor.

Section 13.3 Enforcement of Rights of Mortgagees.

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

Section 13.4 Rights of Recognized Mortgagees.

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

Section 13.5 Modification of Agreement, Etc.

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

Section 13.6 Notice and Cure Rights of Recognized Mortgagees.

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

a. Such Recognized Mortgagee shall (subject to unavoidable delays) upon receipt of a notice of default hereunder have a period of additional thirty (30) days within which to cure or correct such default (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if such Recognized Mortgagee has commenced such cure within such additional thirty (30) day period and is diligently pursuing to completion the remedies or steps necessary to cure or correct such default, but in no event more than ninety (90) additional days without Lessor's prior written consent). If Lessee defaults with respect to the performance of its obligations hereunder, such Recognized Mortgagee shall have the right to remedy such default or cause the same to be remedied within the period described above and otherwise as provided herein. Lessor will accept performance by any such Recognized Mortgagee of any covenant, condition or agreement on Lessee's part to be performed hereunder with the same force and effect as though performed by Lessee. No event of default with respect to the performance of work required to be performed, or asked to be done, or conditions to be remedied, shall be deemed to exist, so long as any such Recognized Mortgagee shall, in good faith, have commenced promptly to cure such matter and to prosecute the same to completion with diligence and continuity under the terms hereof.

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

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

ARTICLE XIV. REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 14.1 By Lessor.

Lessor represents, warrants and covenants to Lessee as follows:

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

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

Section 14.2 By Lessee.

Lessee represents, warrants and covenants to Lessor as follows:

a. That Lessee is a duly organized, validly existing limited liability company, is in good

standing under the laws of the state of Tennessee, and has all requisite power and authority necessary to enter into and carry out the provisions of this Agreement;

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

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

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

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

ARTICLE XV. GENERAL PROVISIONS

Section 15.1 Minimum Standards.

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

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

Section 15.2 Compliance with Law.

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

b. At all times during the term of this Agreement, Lessee shall, in connection with its

activities and operations at the Airport:

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

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

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

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

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

Section 15.3 Nondiscrimination.

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

Section 15.4 Notices.

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

(1) Lessor: City of Morristown, TN
100 West First North Street
P.O. Box 1499
Morristown, TN 37816
Attention: City Administrator

With a copy to:
Morristown Airport Commission
100 West First North Street
P.O. Box 1499
Morristown, TN 37816
Attention: Chairman

(2) Lessee: WP Air, LLC
225 West First North Street, Suite 102
Morristown, TN 37814
Attention: Lance Wild

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

Section 15.5 Successors and Assigns Bound.

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

Section 15.6 Governing Law; Jurisdiction and Venue.

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

Section 15.7 Quiet Enjoyment.

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

Section 15.8 Nonliability of Agents and Employees.

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

Section 15.9 Nonwaiver of Rights.

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

Section 15.10 Severability.

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

Section 15.11 Headings.

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

Section 15.12 Incorporation of Exhibits.

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

Section 15.13 Time of Essence.

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

Section 15.14 Entire Agreement; Amendment.

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

Section 15.15 No Joint Venture.

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

Section 15.16 References to Lessor.

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

IN WITNESS WHEREOF, the parties have executed this Agreement or caused it to be executed by their respective duly authorized officers as of as of the _____ day of _____, 2023.

LESSOR:

CITY OF MORRISTOWN, TENNESSEE

By: _____
Mayor

MORRISTOWN AIRPORT COMMISSION

By: _____
Chairman

LESSEE:

WP Air LLC

By: _____
Lance Wild

EXHIBIT A

AGREEMENT CONCERNING DATE OF BENEFICIAL OCCUPANCY

This Agreement is entered into as of the ____ day of _____, ____ by and between the CITY OF MORRISTOWN, TENNESSEE, a municipality of the State of Tennessee ("Lessor"), the MORRISTOWN AIRPORT COMMISSION, a board created by Lessor to operate the Airport referenced herein ("Commission"), and WP AIR LLC, a Tennessee limited liability company ("Lessee"), for the purpose of establishing the "Date of Beneficial Occupancy" of the "Leased Premises" as those terms are discussed in the Ground Lease Agreement between Lessor, Lessee and Commission, dated as of the 7th day of November, 2023 (the "Agreement").

In accordance with the terms of Article I, paragraph c. of the Agreement, Lessor, Lessee and Commission agree that the Date of Beneficial Occupancy for the following described phase of the project and/or hangar(s) is the ____ day of _____, _____.

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

LESSOR:

CITY OF MORRISTOWN, TENNESSEE

By: _____
City Administrator

MORRISTOWN AIRPORT COMMISSION

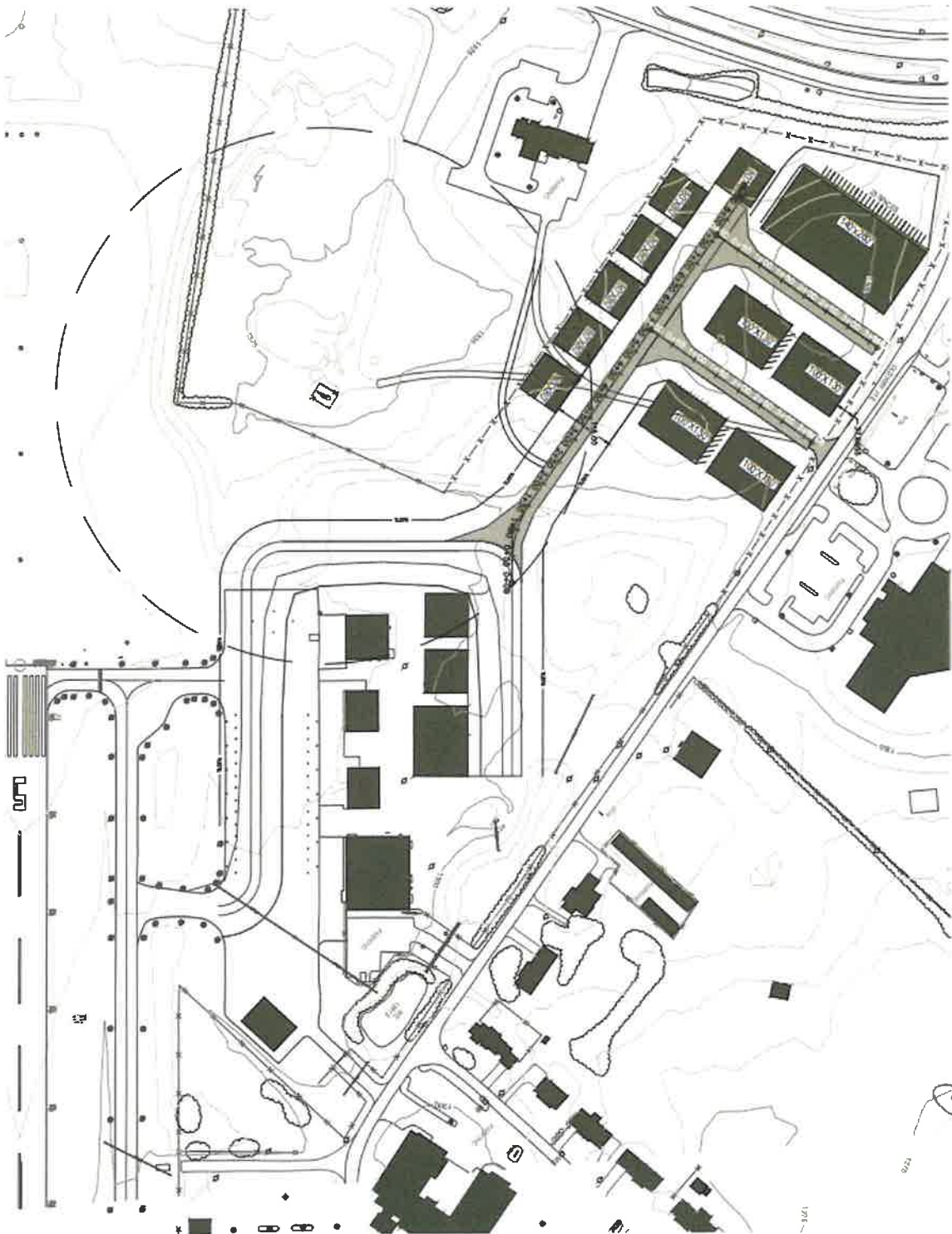
By: _____
Chairman

LESSEE:

WP AIR LLC

By: _____

EXHIBIT C



The City of Morristown

Finance Department



Morristown City Council Agenda Item Summary

Date: November 7, 2023

Agenda Item: Authorization to apply for the Shade Your Stream Grant in an amount up to \$83,000. Local match of \$16,000.

Prepared By: Larry Clark

Subject: Application of Shade Your Stream Grant

Background/History: Looking at ways to help with our Storm Water Program and improving streams within the City. One of those impaired streams is Turkey Creek.

Findings/Current Activity: This grant is to help remove non-native plant species and replace them with native trees. This will help aid in stream bank stabilization but also aid in removing contaminants that infiltrate the stream.

Financial Impact: Local match (\$16,000) is funded through in-kind work which is budgeted in various line items. Grant is up to \$83,000.

Action options/Recommendations: Approval of request.

Attachment: Letter and funding amounts

Shade Your Stream Grant - Budget Draft

	Year 1	Year 2	Total
<u>Equipment</u>			
Undergraduate Research Tech	\$ 4,000.00	\$ 4,000.00	
Invasive Removal Gear	\$ 2,100.00	\$ 100.00	
Triclopyr solution	\$ 500.00	\$ 100.00	
Hedge clippers	\$ 500.00		
Extractigator	\$ 750.00		
Garden gloves	\$ 300.00		
Trash bags	\$ 50.00		
Travel	\$ 3,648.00		
Extension Agent Mileage for Workshops (15 agents, 80 mile distance, .54/	\$ 648.00		
Other travel (gas&vehicles)	\$ 3,000.00		
Planting and Restoration Gear	\$ 11,400.00		
Shovels	\$ 600.00		
Hand spades	\$ 200.00		
Coir Matting	\$ 2,500.00		
Coir Logs	\$ 1,500.00		
ARAP Permits	\$ 6,000.00		
2x2 stakes	\$ 600.00		
Supplies	\$ 28,000.00	\$ 4,500.00	
Native Plants and Trees	\$ 20,000.00	\$ 4,000.00	
Live Stakes	\$ 1,500.00	\$ 500.00	
Outreach materials printing	\$ 5,500.00		
Tree maintenance	\$ 500.00		
Custom No Mow Sign Printing	\$ 500.00		
Other Materials	\$ 500.00		
Snacks & Drinks for Workshops	\$ 500.00		
Total Direct Cost	\$ 49,648.00	\$ 8,600.00	\$ 58,248.00
Subawards (25% of total request)	\$ 21,298.99	\$ 3,689.40	\$ 24,988.39
Indirect costs (all at 20%)	\$ 14,189.40	\$ 2,457.88	\$ 16,647.28
Total Award Amount	\$ 85,136.39	\$ 14,747.28	\$ 99,883.67

The City of Morristown



October 31, 2023

Larry Clark
100 West 1st North Street
P.O. Box 1499
Morristown, TN 37816-1499

Dear Grant Review Committee,

This letter is to confirm that the City of Morristown, represented by Larry Clark, Asst. City Administrator, is committed to a partnership with the University of Tennessee's Community Riparian Restoration Program in the project entitled "Morristown Community Riparian Restoration in the Turkey Creek Watershed", should it be funded by the United States Environmental Protection Agency.

As a partner in this program, the City of Morristown is undertaking to perform the following roles as designated by the program:

- Coordinate acquisition of adequate permissions and required permits and approval of plans to plant, establish no-mow zones, and remove invasives from riparian sites at Fred Miller Park, Wildwood Park, and the Girls Inc. property, as well as subaward recipient sites.
- Facilitate promotion and advertisement of program to schools and organizations in Morristown.
- Aid in management of established buffers. Management activities include:
 - Tree watering and pruning as needed.
 - Enforcement of no-mow policy and placement of signs.
 - Communication and coordination with management volunteers.

Sincerely,

Larry Clark
Asst. City Administrator
lclark@mymorristown.com

File



Morristown City Council Agenda Item Summary

Date: November 7, 2023

Agenda Item: Approve Professional Service Agreement with Lose Design for the design and construction administration services for a series of improvements at Frank Lorino Park and Fulton-Hill Park.

Prepared By: Andrew Ellard

Subject: Engineering & Design – Lorino & Fulton-Hill Park Improvements

Background: Among other projects, part of the 2023 bond financing is intended to fund pickleball courts at Lorino and Fulton-Hill; two pavilions and electric upgrades at Fulton-Hill; dugout improvements, football field conversion, and lighting and irrigation of baseball/softball fields at Lorino; and driveway and parking improvements at both parks.

Lose Design is one of the three architectural firms that answered the City's RFQ last year. The firm is very familiar with recreation facilities and the City has recent experience working with the firm on the Landing.

Findings/Current Activity:

The scale of each of these projects justifies the involvement of architectural/engineering expertise.

Financial Impact:

The lump sum cost of proposed services is \$324,280, which can be paid from the bond financing.

Action options/Recommendations:

Staff recommends approval.

Attachment: Professional Service Agreement



November 3, 2023

Mr. Andrew Ellard, Assistant City Manager
City of Morristown
100 West First North Street
Morristown, TN 37814

RE: Fulton Hill and Frank Lorino Park Improvements - Morristown, TN
LD#: 22049-1

Dear Andrew,

Lose Design is pleased to offer its professional services for your project in Morristown, Tennessee. Services required include completion of civil, architectural and landscape construction documents and submittal of these documents to the appropriate agencies for review and preparation of applicable permit applications.

If this proposal is acceptable, please provide your authorization on the space provided on the attached signature page and return one signed copy to our office. Once the agreement is received, a fully executed contract will be forwarded for your files.

Sincerely,

LOSE DESIGN

A handwritten signature in blue ink that reads "Michael Black". The signature is written in a cursive, flowing style.

Michael Black, PE
VP – Director of Operations

Attachments:
Professional Services Agreement
–Scope of Services/Fees
–Terms and Conditions
–Hourly Rate Schedule
–Signature Page
–Exhibit 'A'

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES/FEEES

***Fulton Hill and Frank Lorino Park Improvements
Morristown, Tennessee
Lose Project Number 22049-1***

Project Description

Lose Design (Lose) understands that the City of Morristown (Client) desires to refurbish and upgrade portions of the Fulton Hill Park. We understand that the Client desires us to provide design services for six (6) new pickleball courts with lighting, two (2) new open-air pavilions, a new paved drive with parking area at the Great Lawn and electrical upgrades for events at the Great Lawn.

Additionally, we understand the client desires to refurbish and upgrade portions of the Frank Lorino Park. We understand that the Client desires us to provide design services to upgrade the roof coverings for the dugouts at five (5) baseball fields, convert two (2) football fields into one (1) and provide for irrigation and lighting, four (4) new pickleball courts with lighting and paving the existing gravel drive through the soccer complex.

We understand that the land disturbance for these parks is to be more than one (1) acre and will require environmental permitting, stormwater coordination, design and application for both. Lastly, Lose understands that the client will provide survey data for the above improvements in the event data is needed to perform the design.

Task 1 - Project Management and Data Collection

This task will consist of the following:

- Coordination with existing electric, water and sewer utility companies and creation of a master list of contacts.
- One (1) in person kick-off meeting with City staff.
- Lose will conduct one (1) site visit for each park for this task.
- Project management services expected for task 1 – 8.

Task 2 – Concept Design

After the initial meeting with the City Lose will:

- For Fulton Hill we will develop up to two (2) black and white sketch plans indicating desired program located on site consisting of pickleball courts, pavilions the drive improvements up to the Great Lawn, and parking area. Likewise for Frank Lorino, we will develop up to two (2) black and white sketch plans indicating desired program located on site consisting of pickleball courts, football field conversion, dugouts and the drive improvements through the soccer complex.

- Lose will meet with the City to present and receive feedback on the sketches.
- Lose will incorporate comments and develop a final illustrative plan for the City's use.

Task 3– Preliminary Engineering

This task will consist of the following:

- Utilizing previously prepared concept plan, Lose will prepare a digital base file for design of the proposed facility site improvements.
- Lose will incorporate the layout to meet facility and City requirements.
- Lose will create a preliminary grading and drainage plan based on concept plan site layout.
- Lose will prepare preliminary utility routing based on the concept plan and information gathered during the concept plan phase and present this during the pre-application meeting with the City.
- Lose will evaluate existing hydrology and prepare preliminary evaluation of stormwater detention requirements, if any.
- Lose will prepare a preliminary water quality design to meet City requirements, if required.
- Up to two (2) revisions of the plan will be completed for this task to address City comments.

Task 4–Construction Documents

The Construction Documents will be provided for issuance of permits and consist of required documentation for City Engineering, Building Codes' Review and Permitting with Consultant Coordination and material, and as a guide for on-site construction. Structural Engineering and Electrical Engineering will be provided from consulting engineers. Upon approval of the preliminary plan, and feedback from City engineering and staff, Lose will proceed with the Construction documents as follows:

- Lose will create a cover sheet with vicinity map, project information and site data table.
- Lose will develop a demolition plan indicating elements for clearing and removal from site.
- Lose will create a layout plan with critical dimensions for locating the proposed elements in each park.
- Lose will create a grading plan with 1' contours and spot elevations indicating grades for proposed construction.
- Lose will create a three phase Erosion Protection and Sediment Control plan indicating measures to reduce sediment transportation along with details of proposed measures.
- Lose will create a Utility layout plan, indicating connections from existing water lines to the proposed irrigation system.
- Lose will create construction details at various scales for contractor's convenience and indicating desired construction conditions.
- Lose will create a landscape plan that accommodates City minimum requirements for the turf of the newly configured football field.
- Lose will create an irrigation plan that accommodates the newly configured football field and consists of locations for controller, irrigation layout, back flow preventer location and construction details.
- Lose will provide industry standard detailing and construction drawings for the replacement coverings over the dugouts at five fields.
-

- Lose will provide consulting engineering plans for Electrical design associated with the Pavilions, Great Lawn service upgrades, sports fields and site lighting.
- Lose will provide consulting engineering plans for Structural design of the two pavilions.
- Lose will submit 90% plans to the City for review and comment.
- Lose will address comments from 90% set review.
- **Lose will submit final bid set to the City for review and comment. A Project Manual will be provided with the Plan set drawings to comprise the Contract Documents.
- Lose will address comments from bid set prior to bid.

** The bid set will be one set of construction drawings and specifications that incorporates the improvements to both parks and constructed under one contract.

Task 5 – Stormwater Design and Hydrologic Report

This task will consist of the following:

- Lose will prepare an approximate drainage model based on available information and engineering judgement for the pre-development conditions.
- Lose will evaluate the current Stormwater infrastructure on site using available survey and City GIS data.
- Lose will calculate the current performance of the existing stormwater within the footprint of the proposed improvements to identify deficiencies.
- Lose will indicate necessary upgrades to the system to bring it into compliance with City regulations.
- Lose will design the proposed stormwater system to accommodate the City Stormwater Management Manual.
- Lose will provide recommended BMP's, notes, and calculation spreadsheets as necessary to complete the stormwater design.
- This task includes up to two (2) revisions of the plans to obtain approval from the City Department Review Team.

Task 6 – NPDES / CGP Permitting

This task will consist of the following:

- Lose will prepare a SWPPP and make application for Notice of Coverage (NOC) for the proposed disturbed area required for both park sites.
- Lose will prepare hydrologic calculations and required documentation for application.
- Lose will coordinate application fee and signatures required for application.
- Lose will create three phase Erosion Protection and Sediment Control plans and notes to meet the requirements of the permit for both parks.
- Lose will provide a maintenance plan for permanent erosion measures.

Task 7 - Bid Administration

This task will consist of the following:

- Attend one (1) pre-bid conference to meet with prospective bidders and answer questions related to the bid package.
- Attend one (1) bid opening meeting and record bids and submitted and prepare a bid tabulation.

- Review and respond to RFI's in the form of addenda during the bid period.
- Drawing updates as required to clarify RFI answers.
- Make final bid recommendation for City Council to consider.

Task 8 - Construction Administration (12-Month)

This task will consist of the following:

- Lose will attend and participate in a Pre-Construction meeting with the Owner and General Contractor.
- Lose will attend and participate in an OAC meeting held monthly over the anticipated twelve-month construction period.
- Lose will observe site conditions and document findings in conjunction with the OAC progress meetings for both park locations.
- Lose will review and respond to shop drawing submittals that comply to the construction documents. Lose will coordinate shop drawing review and responses with Client that comply to the construction documents.
- Lose will review and respond to RFI's that are relevant to the project contract documents.
- Lose will review change order requests as directed and provide the owner with a recommendation.
- Lose will review payment applications in conjunction with the monthly OAC progress meetings.
- Lose will provide a substantial completion review of the project, upon the request of the General Contractor. Lose will provide a report of the substantial completion review findings in the form of a punch list.
- Lose will provide a final completion review of the project, upon punch list completion, at the request of the contractor.

Task 9 - Additional Services

Only items of work specifically called out under the Scope of Services section of this agreement are to be performed for the specified fees as a part of the contract. The Design Professional will consider any items not so specified as "Additional Services" and will perform those services upon request on an hourly fee basis. Such Additional Services may include, but are not limited to, the following:

- Environmental assessments and/or permits other than those specified in Scope of Services;
- Site visits beyond those required to provide the design services listed in Scope of Services;
- Detailed design services associated with any work designed by others to include but not limited to; structural engineering, geotechnical engineering, electrical engineering, surveying or environmental specialists;
- Changes in drawings, specifications, or other documents required by the Client after acceptance of the construction plans by Client;
- Preparation of marketing materials such as pamphlets, brochures, etc.
- Meetings or negotiations with agencies or utilities other than those specified in Scope of Services.

- Other items requested by the Client or his representative not included elsewhere in this agreement

Exclusions

- Record drawings and as-built plans.
- Professional Services other than those listed in the above Scope of Services
- Specialized environmental services other than those listed in the above Scope of Services
- Geotechnical Engineering design or inspections
- Traffic Engineering Services
- Surveying Services
- Mechanical Engineering Services
- Detailed Cost Estimating Services
- Detailed Construction Inspections other than those listed in the above Scope of Services

Client Responsibilities

- General Conditions of this Agreement
- Providing Access to the Subject Parcel
- Review/Submittal/Permit Fees
- Surveying Services
- Geotechnical Engineering & Investigations
- Procurement of additional consultants
- Bidding and contractor selection



Fees

The services described herein will be provided on a Lump Sum (LS) fee basis (unless otherwise noted) as follows:

<u>Description of Services</u>	<u>Fee Amount ⁽¹⁾</u>
1 – Project Management and Data Collection	\$24,750.00
2 – Concept Design.....	\$19,250.00
3 – Preliminary Engineering	\$28,000.00
4 – Construction Documents	\$109,750.00
5 – Stormwater Design and Hydrologic Report.....	\$33,500.00
6 – NPDES / CGP Permitting	\$12,500.00
7 – Bid Administration	\$12,500.00
8 – Construction Administration.....	\$84,000.00
9 – Additional Services.....	Hourly, as needed

Notes:

(1) Expense amounts are **not** included in these fees, and are inclusive of reasonable out-of-pocket expenses incurred on behalf of the client and shall include travel and subsistence, plotting and reproduction, deliveries, and mileage. Expenses shall be billed in accordance with Attachment A.

Remit Payment To:

Lose Design
Attn: Accounts Receivable
2809 Foster Avenue
Nashville, TN 37210

Questions May Be Directed to:

Tammy Boyte
Controller
tboyte@lose.design
615-767-5811

TERMS AND CONDITIONS

Payment Schedule and Terms – Progress payments for the fees described previously will be due monthly, based on the Design Professional's estimate of the percentage of the work complete. If payment is not received by the Design Professional within 30 calendar days of the invoice date, the Client shall pay as interest an additional charge of 1.5% of the past due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. Failure to make payments when due shall be cause for suspension of the Design Professional's services, and the filing of a lien against the property.

Current Hourly Rates - An attached table, dated January 1, 2023, outlines our current hourly rates and reimbursable expenses. These rates are current until January 1, 2024, at which time they may be adjusted by the Design Professional.

Additional Services – Only items of work specifically called out under the Services section of this Agreement are to be performed for the specified Fees. The Design Professional will consider any items not so specified as "Additional Services" and will perform those services upon request on an hourly fee basis as outlined on the attached Hourly Rate Schedule. If any Additional Services are requested, the Design Professional shall be reimbursed for associated out-of-pocket expenses as reflected on the attached Hourly Rate Schedule.

Term of Proposal – It is understood that this document outlines proposed Services and Fees to be provided in relation to the Client's project, and that this offer of proposed Services and Fees remains open for sixty (60) days from the date this document is issued. If the Client does not indicate acceptance by signing and returning one copy to the Design Professional within sixty days, this document becomes null and void.

Fee Adjustment – It is understood that in the event this project extends over a period of more than one year from the date of this Agreement, the fees for any remaining services will be adjusted proportionately to the "all items" group of the U.S. Department of Labor's Bureau of Labor Statistics Consumer Index.

Ownership of Documents – All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Design Professional as instruments of service shall remain the property of the Design Professional. The Design Professional shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse for extensions of the project or for new projects shall require written permission of the Design Professional and further compensation at a rate agreed upon by both parties. Any changes made to the construction documents by the Client, or by the Client's representatives, are strictly prohibited without the knowledge and written consent of the Design Professional. The Design Professional shall be released from any liability resulting from the unauthorized alteration of construction documents. The Design Professional grants the Client the right to use the drawings for their use in publications, public meetings, planning efforts, award submittals and the right to reproduce the drawing as needed for stated uses without requesting authorization from the Design Professional.

Jobsite Safety – The Design Professional is not responsible for job site safety during the master planning process. The owner retains sole responsibility and liability associated with securing the site and maintaining job site safety during the planning process.

Applicable Law – Unless otherwise provided, this Agreement shall be governed by Tennessee state law.

Disputes Resolution - All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator.

Termination of Services – This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail to perform substantially in accordance with the terms of this Agreement through no fault of the party initiating termination. If this Agreement is terminated by the Client, the Design Professional shall be paid for services performed to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributable to termination, plus 15 percent of the total compensation earned to the time of termination to account for the Design Professional's rescheduling adjustments, reassignment of personnel, and related costs incurred due to the termination.

Opinion of Probable Cost – In providing opinions of probable construction cost, the Client understands that the Design Professional has no control over costs or the price of labor, equipment, or materials, or over the contractor's method of pricing, and that the opinions of probable construction costs provided are to be made on the basis of the Design Professional's qualifications and experience. The Design Professional makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

Limit of Liability - In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Design Professional and its subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Design Professional and its subconsultants to all those named shall not exceed **\$50,000** or the Design Professional's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

In addition, to the extent permitted by law, the Client agrees to indemnify and hold the Design Professional harmless for any damage, liability or cost, including reasonable attorney's fees and defense costs, arising from any errors or omissions contained in the plans, specifications or other contract documents prepared by others. The Client agrees to extend any and all liability limitations and indemnifications provided by the Client to the Design Professional to those individuals and entities the Design Professional retains for performance of the services under this Agreement, including but not limited to the Design Professional's subconsultants and their officers, employees, heirs and assigns. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Betterment - If, due to the Design Professional's error, any required item or component of the project is omitted from the Design Professional's construction documents, the Design Professional shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no



event will the Design Professional be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.



ATTACHMENT A – Hourly Rates

LOSE DESIGN

HOURLY RATE SCHEDULE (for use with all hourly agreements and for Additional Services)

Professional Services Hourly Rate

Principal	\$255.00
Vice President.....	\$225.00
Associate Vice President	\$200.00
Sr. Architect, Sr. Engineer	\$195.00
Sr. Landscape Architect, Sr. Project Manager, Sr. Planner	\$175.00
Landscape Architect, Architect, Engineer, Project Manager, Planner.....	\$155.00
Engineer in Training, Intern Architect, Interior Designer	\$125.00
Land Planner, BIM Specialist, Senior Proposal Coordinator	\$110.00
Technician, GIS Specialist, Graphic Designer, Proposal Coordinator, Project Accounting Coordinator, Admin. Assistant, Marketing Content Manager.....	\$90.00

Reimbursable Expenses

Consultants' Services	cost + 10%
Prints	cost + 10%
Postage and Shipping	cost + 10%
Mileage and Travel Expenses	cost + 10%
Copies	cost + 10%

January 1, 2023

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost plus 10%. These rates are current until January 1, 2024, at which time they may be adjusted by the Design Professional.



Morristown City Council Agenda Item Summary

Date: November 7, 2023

Agenda Item: Authorize the one-time purchase of one (1) Explosive Ordnance Disposal (EOD) robot, accepting the quote from Peraton Remotec as a sole source purchase, totaling \$348,531.

Prepared By: Jeanna Vanek

Subject: Explosive Ordnance Disposal Robot

Background: The purchase of this Explosive Ordnance Disposal (EOD) robot replaces current obsolete equipment purchased approximately 17 years ago. This robot is used to assist in critical incident response for remote entry into hazardous environments by MPD teams such as EOD, the Special Response Team and the Crisis Negotiation Team. The purchase of this equipment as a sole source vendor from Remotec ensures that it will be compatible with current training and tools used by the operator.

Financial Impact:

The Violent Crime Intervention Fund (VCIF) grant was approved on 12/20/22 for the purchase of the EOD Robot. The grant revenue is budgeted but the expenditure side is not and will be included in a forthcoming amendment.

Total Cost = \$348,531

Action options/Recommendations: Authorize the purchase

Attachment: Quote and Sole Source letter



Print Date: 10/5/2023

REV: D

QUOTE

Domestic

FROM:

Peraton, Remotec, Inc.
353 JD Yarnell Industrial Parkway
Clinton, TN 37716
Attn: Brad Callahan - bradley.callahan@peraton.com
Phone: (865) 621-0391
Fax: (865) 483-1426

TO: Morristown Police Department
Capt. Chris Blair - cblair@mymorristown.com
100 West 1st North Street
Morristown, TN 37814
423-585-4641

REMOTEC Reference No. 8760-2

Date: 10-5-2023

Terms: Net 30 Days

Delivery: Subject to Receipt of Order (Estimated to be 240 days after acceptance of order)

GSA Schedule # GS07-F0-538M

GSA Terms and Conditions govern this order.

This pricing valid for 90 days.

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
1	ANDROS Spartan Vehicle Assembly Includes:	2463-0100	1	\$ 235,903	\$ 235,903
	- Position Feedback with User Presets				
	- Cameras				
	- Surveillance color camera with white light and IR LED's and Pan / Tilt (Continuous pan)				
	- Gripper palm camera				
	- Front and rear drive cameras				
	- Color arm camera				
	- Accessory Interface Mount (includes adapter for legacy accessories)				
	- Vehicle Battery Pack includes 9 BB2590 Batteries				
	- Tool Kit				
	- Pneumatic Wheel Kit		1		\$ -
	One Operation/Maintenance Manual (CD-ROM) (Included in Item 1)		1		
	6 Bay BB2590 Battery Charger Assembly (2 Included in Item 1)	CHGR-035	2		
	2 Days Operator/Maintenance Training at REMOTEC (maximum class size is 6 people) (Included in Item 1) See Note (2)	TRAINING-001	1		
	2 Days Operator/Maintenance Training at Customer Facility See Note (3)	TRAINING-001		Get Separate Quote	
CONTROL SYSTEM					
<i>System requires OCU plus at least one Data Link for operation</i>					
2	Operator Control Unit Includes:	2463-8700-X	1	20470	\$ 20,470
	- Ruggedized Laptop with Touchscreen				
	- Docking Station				
	-2 BB2590 Battery	BATTERY-BR-BB2590			
	-Pelican Case				
3	Andros Controller (Remotec Xbox)	2470-8080	1	\$ 3,262	\$ 3,262

4	Andros Switchbox	2463-8150		\$ 9,696	\$ -
DATA LINK OPTIONS					
5	Radio Control Assembly, (Includes case) (Requires video frequency prior to production)	2463-8480-X	1	\$ 50,468	\$ 50,468
6	Fiber Optic Cable Reel Assembly (1200 ft.) (Includes case)	C2455-8330		\$ 26,178	\$ -
	Case for Fiber	CASE-004			
7	Fiber Optic Integration Hardware				
8	Spare Spool of Fiber Optic Cable (1200 ft.)	D7050-8323		\$ 2,449	\$ -
AUDIO/VIDEO OPTIONS					
9	Camera Pan/Tilt Assembly (Can Be Used On Arm)	2463-5000	1	\$ 15,908	\$ 15,908
10	Camera Sighting Kit Assembly	2470-3825	1	\$ 971	\$ 971
11	Laser Assembly	2471-5172	2	\$ 505	\$ 1,010
12	Laser Filter Assembly	C7055-3830	1	\$ 953	\$ 953
13	Gripper Held Search Camera	B3875-5130		\$ 2,512	\$ -
14	Thermal Imager Kit	2463-5375		\$ 6,994	\$ -
15	High Intensity Light Assembly (includes battery & charger)	2470-3845		\$ 1,707	\$ -
16	24" Touch LED Monitor	MONITOR-15		\$ 1,191	\$ -
TOOLS					
17	Receiver Grip Assy. (Gripper Block)	B2461-5850		\$ 257	\$ -
18	X-Ray Assembly (fits Golden X-Ray Systems) Works with drum & "bread-maker" style film	2470-3807	1	\$ 1,896	\$ 1,896
19	Contamination Smear Assembly (For swab sampling)	C7045-7600		\$ 1,187	\$ -
20	Dual Pan Disrupter Mount Assembly	2470-5220	1	\$ 1,224	\$ 1,224
21	PAN Disrupter	DISRUPTER-003**	1	\$ 4,150	\$ 4,150
22	PAN Disrupter Kit With Aluminum Stand	DISRUPTER-004-A**		\$ 7,092	\$ -
23	PAN Disrupter, T3, Titanium	DISRUPTER-005**		\$ 5,443	\$ -
24	PAN Disrupter Electric Breech	BRCH-ELEC-KIT-PAN		\$ 4,437	\$ -
25	Dual Disrupter Mount Assembly (for Royal Arms or Neutrex 29mm/20mm - Please Specify)	2470-6130		\$ 2,059	\$ -
26	Shock Tube Initiator, Two Channel	INIT-2CH-FX		\$ 2,416	\$ -
27	Shock Tube Initiator, Four Channel	INIT-4CH-FX	1	\$ 3,429	\$ 3,429
28	37mm and 40 mm Breacher Mount Assembly	E7055-6090		\$ 3,883	\$ -
29	Breacher, GL6, 40 mm, rifled barrel	BR-GL6-40MM**		\$ 6,194	\$ -
30	Breacher, GL65, 40 mm, rifled barrel (long cartridge)	BR-GL65-40MM**		\$ 5,922	\$ -
31	Breacher-L6-37mm, smooth bore	BR-L6-37MM**		\$ 4,877	\$ -
32	Breacher-L8-37mm, smooth bore (long cartridge)	BR-L8-37MM**		\$ 5,026	\$ -
33	BR-SL65-37mm (Sage or Arwen Ammo only)	BR-SL65-37MM**		\$ 3,457	\$ -
34	Electric Breach T3 Disrupter	BREACH-ELECT-T3		\$ 3,817	\$ -
35	Picatinny Rail Claw Assembly	D7045-2726		\$ 1,862	\$ -
36	Picatinny Rail Cable Cutter Assembly	C7040-7030		\$ 510	\$ -
37	Circular Saw Assembly (Battery included)	7057-7070-1		\$ 2,170	\$ -
38	Reciprocating Saw Assembly (Battery included)	7057-7080-1		\$ 2,170	\$ -
39	Drill Assembly (Battery included)	7057-7040-1		\$ 2,512	\$ -
40	Charge Dropper	2470-3830		\$ 1,035	\$ -
41	BLOCK ACCESSORY TOOL SYSTEM	BATS3-REM-ANDROS		\$ 9,112	\$ -
42	Ideal Mini Gander	MINIGANDER		\$ 7,779	\$ -

43	Power Hawk Assembly Includes the following: - Power Hawk Unit - Power Hawk Kit - Case For Power Hawk	2471-7500 POWERHAWK-004 CASE-024		\$ 50,433	\$ -
44	Drawbar Package (Does NOT include receiver hitch)	C2461-7590		\$ 842	\$ -
45	Ideal Electric release HEADD Hitch (Requires Drawbar Package)	HITCH-001		\$ 2,219	\$ -
46	Receiver Hitch Kit	2455-7580		\$ 572	\$ -
47	Water Disrupter Deployer Kit	C2461-7585		\$ 2,227	\$ -
48	Kinova Remote Robotic Manipulator	KRX52		\$ 66,341	\$ -
49	Kinova Integration Kit	2461-2500		\$ 3,758	\$ -
50	Spare Parts Kit (per robot)	2463-0164		\$ 32,797	\$ -
51	Spare BB2590 Batteries for vehicle and OCU	BATTERY-BR-BB2590	11	\$ 808	\$ 8,886
52	Spartan Arm and Chassis Service Kit	2463-0153		\$ 1,138	\$ -
53	Second Year Extended Warranty Contract	MAINTENANCE-001		\$ 5,925	\$ -
54	Third Year Extended Warranty Contract	MAINTENANCE-001		\$ 5,925	\$ -
55	Fourth Year Extended Warranty Contract	MAINTENANCE-002		\$ 7,587	\$ -
56	Fifth Year Extended Warranty Contract	MAINTENANCE-002		\$ 7,587	\$ -
57	Sixth Year Extended Warranty Contract	MAINTENANCE-003		\$ 8,667	\$ -
58	Five Years of Extended Warranty (Years 2 through 6)	MAINTENANCE-005		\$ 30,181	\$ -
Subtotal					\$ 348,531
Subtotal (Total From Misc. Items) (See attachment if greater than 0)					\$ -
NG & FREIGHT					
59	Customer Pick-up		1		
60	Packaging in Reusable Shipping Crate	CRATE-006		\$ 1,717	\$ -
61	Ship Items	FREIGHT		\$ 1,216	\$ -
Shipping & Handling Subtotal					\$ -
Other charges/discounts					\$ -
TOTAL Sale Price					\$ 348,531
1	Ship Items	FREIGHT			\$ -
Shipping & Handling Subtotal					\$ 348,531
Other charges/discounts					\$ -
TOTAL Sale Price					\$ 348,531

** This item requires the customer to obtain the required ATF/FCC Licensing, which may result in product and/or delivery delays. Remotec is not responsible for any delays including delivery as a result of any ATF or FCC licensing requirement

- 1.) Prices are based upon acceptance of Remotec's GSA Schedule terms.
- 2.) Pricing does not include any taxes, fees, or other related items unless specifically called out.
- 3.) Customer is responsible for all import and export taxes from origin to destination

NOTE: Acceptance of order may be delayed with negotiating terms and conditions, acquiring customer order details, acquiring radio frequencies, and resolving any other unforeseen issues which may require resolution prior to scheduling the production of items ordered.

Business Management Approval	Contracts Approval
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Remotec
353 JD Yarnell Parkway
Clinton, TN 37716

March 22, 2023

To Whom It May Concern,

REMOTEC is the sole manufacturer and distributor for the ANDROS line of hazardous duty robots including the Andros F6B, FX Robot, HD-SEL Robot, Spartan Robot, Spartan Robot Upgrades and Titus robotic system, Kinova Arm (US distributor) and all Upgrades and Accessories. Remotec has Resellers worldwide for New Robot Sales only.

If the Remotec customer is Upgrading their current Remotec Andros system or needs repairs, all work is done and completed by Remotec only, located in Clinton, TN. All work is completed by certified Remotec Technicians, that are re-certificated yearly.

Remotec's technology is proprietary to Remotec, including design, hardware, and software for all Remotec systems including the Spartan and Spartan Upgrade.

The Remotec ANDROS robots are in use by police departments, fire departments, first responders and organizations in 36 countries. Some of these organizations include the U.S. military joint EOD forces, the Federal Bureau of Investigation, and the U.S. Secret Service.

All parts are sold, and all maintenance is performed directly from REMOTEC's facility located in Clinton, Tennessee. If you have any questions, please feel free to contact me at (865) 621-0391.

Sincerely,

Brad Callahan
Manager Andros Sales
Remotec/Peraton
353 JD Yarnell Parkway
Clinton, TN 37716



Morristown City Council Agenda Item Summary

Date: November 7, 2023

Agenda Item: Acknowledge the receipt of three (3) eligible responses to the Request for Proposals for sale and/or redevelopment of the former Fire Station No. 4 and direct staff to negotiate a sales/development contract with the preferred respondent.

Prepared By: Andrew Ellard

Subject: Old Station 4 Redevelopment RFP

Background: The city previously solicited proposals on this property on two occasions and ultimately elected to reject proposals. In this iteration, the intent has remained the same – to seek out the highest & best use of the property. In this pursuit, the RFP seeks to weigh proposals not only on the purchase price of the property but various other factors as well. Will the project involve expansion of the building or additional development/investment on the property or adjacent? Is the project likely to result in employment or retail & sales tax opportunities or other long-term financial benefits to the community? The RFP prescribed a scoring matrix where the description of the Project itself would be weighted 40%, and each of the other elements – Statement of Qualifications, Timeline, and Purchase Details – would carry 20% each.

Findings/Current Activity:

Despite laying out a specific scoring matrix for the review of proposals, there are still elements of subjectivity in the review process as each reviewer may look at different scoring elements differently. Three (3) of the four (4) reviewers' scores favored the proposal from Matt Sellars and one (1) reviewer's scores favored KBD. None of the reviewer's individual totals favored Mr. Sisson's proposal. However, in aggregating the total scores from the four (4) reviewers, KBD's proposal would appear to be the favored proposal.

Variations like this can be partly attributed to differing scoring methods among reviewers. Staff more closely analyzed the scores to determine whether or not differing scoring methods might be skewing the results. Whether one applies an element-by-element ranking system to the scores (forging the numeric scores) or whether high scores and low scores are thrown out to reduce deviations, the top two projects are the same in any instance – and they are very closely ranked. KBD and Sellars.

KBD's Proposal: KBD, which is associated with 1907 Brewery, is proposing a phased project in which they turn the main garage area into a tank room for the brewing of beer – a function that is currently happening outside of Morristown. The rear garage would be turned into refrigerated storage. KBD would then be able to distribute to retailers directly from the location. The “house” part of the building would initially include office space, and long-term, the proposal suggests opening a taproom in the existing footprint. Additional expansion in later years would be contingent upon the availability of adjacent land.

Pros and Cons: The proposal has long-term upside potential for sales tax and possible wholesale beer tax (for beer sold to local retailers). There is also an upside potential for personal property tax via equipment investment. The timeline for the project would be extended with various longer-term elements. As an eventual taproom, parking availability could be a limiting factor unless adjacent land were purchased.

Sellars' Proposal: Sellars is proposing to expand the existing building on the garage side to create a retail showroom for gas appliance sales. This would be a new location for Sellars Gas Appliance, which is currently located on the East side of town.

Pros and Cons: The proposal would involve an expansion of the building, which has upside potential on property tax. The proposed use of the property would bring a new retail use with an upside potential for sales tax, although it may only be the incremental additional sales activity as a result of a more active location.

Financial Impact:

KBD is offering \$200,000 and Sellars is offering \$201,000, so the difference in immediate financial impact is minimal. Indirect financial impact (property tax changes from investment, sales tax potential, wholesale beer tax potential) will differ between the projects. The Sisson proposal offers \$210,000 but there appears to be none of the indirect financial benefits of the other proposals.

Action options/Recommendations:

Staff does not have a firm recommendation between the KBD or Sellars proposals and recommends the City Council determine which proposed use is preferred and direct the staff to engage one in negotiation for a contract.

Attachment: n/a

Inspection and Maintenance Agreement

(I&M Agreement)

City of Morristown, TN
100 West 1st North Street
Morristown, TN 37814
(423) 581-0100

Inspection and Maintenance Agreement (I&M Agreement)

THIS AGREEMENT, made and entered into this 19th day of October, 2023, by and between Morristown Hall Apartments, L.P. hereinafter called the "Landowner", and
(Insert Full Name of Owner)
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as Tax Map 54, Parcel 26.01
_____ as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)
Hamblen County, TN, Deed Book 1882 Page 488, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as Avonlea Greene Apartments
(Name of Plan/Development)

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

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

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

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

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


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

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

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

WITNESS the following signatures and seals:

Morristown Hall Apartments, L.P.
Company/Corporation/Partnership Name (Seal)

By: 
Gary Hall
(Type Name)

Authorized Representative
(Type Title)

State of Alabama

County of Houston

The foregoing Agreement was acknowledged before me this 19th day of October, 2023.

by Alisha McElroy

Alisha McElroy
Notary Public

My Commission Expires 9-22-25

Alisha McElroy
Notary Public, Alabama State at Large
My Commission Expires September 22 2025

Approved as to form:

Approved by the City:

City Attorney

Date

Mayor

Date