

**AGENDA  
CITY OF MORRISTOWN, TENNESSEE  
CITY COUNCIL MEETING  
MARCH 3, 2015 – 5:00 P.M.**

1. **CALL TO ORDER**

Mayor Danny Thomas

2. **INVOCATION**

Dr. Ruth Carpenter, Master Chaplain Morristown Police Department

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

1. February 3, 2015

6. **PROCLAMATIONS/PRESENTATIONS**

1. Recognition of the 2014 “Top Cop” & Chaplain Award recipients.

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

8. **OLD BUSINESS**

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

1. Ordinance No. 3504.04  
An Ordinance to Amend Ordinance Number 3504, The City of Morristown, Tennessee Annual Budget for the Fiscal Year 2014-2015 and Appropriate the Sum of \$189,000 for General Fund Mid-Year Budget Amendment.

9. **NEW BUSINESS**

9-a. **Resolutions**

1. Resolution No. \_\_\_\_\_  
A Resolution authorizing the Application for the FY2014 Federally Funded HOME Grant for Housing Rehabilitation for Low Income Households.

2. Resolution No. \_\_\_\_\_  
A Resolution directing payment of Tax Equivalent, Electric & Wastewater.

9-b. **Introduction and First Reading of Ordinances**

1. Ordinance No. \_\_\_\_\_  
An Ordinance of the City Council of Morristown, Tennessee Amending Title 11 Municipal Offenses, Chapter 2 (Offenses Against the Peace and Quiet), of the Morristown Municipal Code.  
**{Public Hearing March 17, 2015}**
2. Ordinance No. \_\_\_\_\_  
An Ordinance of the City Council of Morristown, Tennessee Amending Title 15 Motor Vehicles, Traffic and Parking, Chapter 1 (Miscellaneous) and Chapter 14 (Registration and Licensing of Vehicles), of the Morristown Municipal Code.  
**{Public Hearing March 17, 2015}**
3. Ordinance No. \_\_\_\_\_  
An Ordinance of the City Council of Morristown, Tennessee Amending Title 20 Miscellaneous, Chapter 6 (City Park Rules and Regulations) Section 20-602, Subsections (23), (26), (32), (36) and (37), of the Morristown Municipal Code.  
**{Public Hearing March 17, 2015}**
4. Ordinance No. \_\_\_\_\_  
An Ordinance to Amend Ordinance Number 3504, The City of Morristown, Tennessee Annual Budget for the Fiscal Year 2014-2015 and Appropriate the Sum of \$371,900 to Budget Grant Revenues and Fund Balance Revenues for the Farmers Market Project. *{In Addition to this amount, \$70,000 of CDBG Funds will be used for Funding of a Bathroom for the Farmers Market.}*  
**{Public Hearing March 17, 2015}**

9-c. **Awarding of Bids/Contracts**

1. Approve purchase of a Cortez bathroom for the Farmers Market site in the amount of \$48,802.35 from CXT, Inc. an L.B. Foster Company.
2. Award Bid in the amount of \$568,400 to Hale Construction for the Morristown Farmer's Market.
3. Award Bid in the amount of \$46,625 to MPH Ind., Inc. for the purchase of twenty five (25) KA Dual Antenna Radar Units to be utilized by the Police Dept.
4. Approve the Sole Source purchase in the amount of \$24,232.50 to 10-8 Video, for the purchase of fifteen (15) In-Car Camera Systems to be utilized by the Police Dept.
5. Annual Support Agreement and License Agreement for Munis Software in the amount of \$33,150.50.

6. Approve Lease agreement for Postage Meter with Pitney Bowes for \$46.97 a month for 60 months.
7. Approve Design, Permitting, and Bidding Services for 5-Points at SR-343 for Stormwater Drainage Improvements from LDA in the lump sum fee of \$14,300.

9-d. **Board/Commission Appointments**

1. Mayor's appointment or re-appointment to the Morristown Planning Commission for a four (4) year term to expire on March 1, 2019. Term's expiring:
  - a. Katy Tindall Klose
  - b. Jim Beelaert
2. City Council appointment to the Parks & Recreation Advisory Board to fill the remaining term of Eddie Yount, term expiring on June 1, 2016.

9-e. **New Issues**

10. **CITY ADMINISTRATOR'S REPORT**

11. **COMMUNICATIONS/PETITIONS**

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

12. **COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES**

13. **ADJOURN**

**City Council Meeting/Holiday Schedule:**

Regular City Council Meeting with Work Session  
 March 17, 2015 (Tues) 4:00 p.m.  
 March 17, 2015 (Tues) 5:00 p.m.  
 April 3, 2015 (Friday)  
 April 7, 2015 (Tues) 5:00 p.m.  
 April 21, 2015 (Tues) 4:00 p.m.  
 April 21, 2015 (Tues) 5:00 p.m.  
 May 5, 2015 (Tues) 5:00 p.m.  
 May 11, 2015 (Mon) 5:00 p.m.  
 May 19, 2015 (Tues) 4:00 p.m.  
 May 19, 2015 (Tues) 5:00 p.m.  
 May 25, 2015 (Monday)  
 June 2, 2015 (Tues) 5:00 p.m.  
 June 16, 2015 (Tues) 4:00 p.m.  
 June 16, 2015 (Tues) 5:00 p.m.  
 July 3, 2015 (Friday)

Finance Committee Meeting  
 Regular City Council Meeting with Work Session  
 City Employee's Holiday (Good Friday)  
 Regular City Council Meeting with Work Session  
 Finance Committee Meeting  
 Regular City Council Meeting with Work Session  
 Regular City Council Meeting with Work Session  
 "Sine Die" Council Meeting  
 Finance Committee Meeting  
 Regular City Council Meeting with Work Session  
 City Employee's Holiday (Memorial Day)  
 Regular City Council Meeting with Work Session  
 Finance Committee Meeting  
 Regular City Council Meeting with Work Session  
 City Employee's Holiday (Independence Day)

**WORK SESSION AGENDA  
MARCH 3, 2015  
5:00 p.m.**

**1. No Work Session.**

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
FEBRUARY 3, 2015**

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, February 3, 2015, with the Honorable Mayor Danny Thomas, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis and Paul LeBel.

Mayor Thomas led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember LeBel made a motion to approve the January 20, 2015 minutes as circulated. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held regarding Ordinance No. 3513.

Councilmember LeBel made a motion to approve Ordinance No. 3513 on second and final reading. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3513**

**An Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee Appendix B. [The Official Zoning Map of Morristown Tennessee of approximately 1.3 acres being part of the Hamblen County Tax Parcels, 033N K 02000, located at the northeast intersection of West Andrew Johnson Highway and East Economy Road in Morristown, Tennessee, from Local Business (LB) to Intermediate Business (IB)].**

A Public Hearing was held regarding Ordinance No. 3514.

Councilmember LeBel made a motion to approve Ordinance No. 3514 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3514**

**An Ordinance of the City Council of Morristown, Tennessee Amending Title 16 of the Morristown Municipal Code. (Combining Chapters 4 and 5 into Chapter 4 Uniform Street Naming and Addressing).**

Councilmember LeBel made a motion to approve Ordinance No. 3504.04 on first reading and schedule a public hearing relative to final passage of said Ordinance for February 17, 2015. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3504.04**

**An Ordinance to Amend Ordinance Number 3504, The City of Morristown, Tennessee Annual Budget for the Fiscal Year 2014-2015 and Appropriate the Sum of \$189,000 for General Fund Mid-Year Budget Amendment.**

Councilmember Alvis made a motion to approve the bid in the amount of \$499,470.45 for the Morristown Medical District project to Summers-Taylor; subject to TDOT concurrence. Councilmember LeBel seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve Task Order #2 from CDM Smith in the amount to be billed hourly and not to exceed \$68,365 for CEI (Construction Engineering and Inspection) Services for the Morristown Medical District project. Councilmember LeBel seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve Change Order #1 to Summers-Taylor, Inc. for Paving Project, net increase of this change order \$8,881.53 bringing total contract price from \$795,088.92 to \$803,970.45. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the proposal from LDA Engineering to provide design, permitting, and bidding services for the Morristown Stormwater Capital Improvements Program, Havley Springs Branch Drainage Improvements, for a lump sum fee of \$50,300 with right-of-way and easements support of \$6,500. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Mayor Thomas re-appointed Susie Washington to the Morristown Housing Authority for a five (5) year term to expire on February 15, 2020.

Councilmember Bivens made a motion to approve the Fire Departments promotion of Terry Click to Driver. Councilmember LeBel seconded the motion and upon roll call; all voted "aye".

City Administrator Tony Cox reported the following line item transfer(s) to Council:

- Transfer of \$30,000 from 110-43120-343 (Building/Grounds Telephone) to 110-42110-345 (Police Admin – Telephone).
- Transfer of \$4,084 from 110-41800-341 (Engineering Electricity) to 110-41810-341 (GIS Electricity).

- Transfer of \$1,500 from 110-43120-341 (Building Grounds Electricity) to 110-41710-341 (Codes Enforcement Electricity).
- Transfer of \$3,500 from 110-43120-341 (Building Grounds Electricity) to 110-42400-341 (Inspections Electricity).
- Transfer of \$18,000 from 110-43120-341 (Building Grounds Electricity) to 110-42110-341 (Police Supervision Electricity).
- Transfer of \$6,000 from 110-43120-341 (Building Grounds Electricity) to 110-44410-341 (Parks/Rec Supervision-Electricity).
- Transfer of \$1,000 from 110-43120-341 (Building Grounds Electricity) to 110-44420-341 (Parks/Rec Playgrounds Electricity).
- Transfer of \$12,000 from 110-43190-341 (Traffic Devices Electricity) to 110-44420-341 (Parks/Rec Playgrounds Electricity).
- Transfer of \$900 from 110-43120-341 (Building & Grounds Water & Sewer) to 110-41530-342 (Finance Water & Sewer)
- Transfer of \$250 from 110-43120-341 (Building & Grounds Water & Sewer) to 110-41640-342 (Computer Operations Water & Sewer).
- Transfer of \$350 from 110-43120-341 (Building & Grounds Water & Sewer) to 110-41650-342 (Human Resources Water & Sewer).
- Transfer of \$300 from 110-43120-341 (Building & Grounds Water & Sewer) to 110-41710-342 (Codes Enforcement Water & Sewer).
- Transfer of \$600 from 110-43120-341 (Building & Grounds Water & Sewer) to 110-41810-342 (GIS Water & Sewer).
- Transfer of \$600 from 110-43120-341 (Building & Grounds Water & Sewer) to 110-42400-342 (Inspections Water & Sewer).
- Transfer of \$400 from 110-43120-343 (Building & Grounds Natural Gas) to 110-41530-343 (Finance Natural Gas).
- Transfer of \$200 from 110-43120-343 (Building & Grounds Natural Gas) to 110-41650-343 (Human Resources Natural Gas).
- Transfer of \$200 from 110-43120-343 (Building & Grounds Natural Gas) to 110-41710-343 (Codes Enforcement Natural Gas).
- Transfer of \$200 from 110-43120-343 (Building & Grounds Natural Gas) to 110-42400-343 (Inspections Natural Gas).
- Transfer of \$2,000 from 110-43120-343 (Building & Grounds Natural Gas) to 110-42110-343 (Police Supervision Natural Gas).
- Transfer of \$2,000 from 110-43120-343 (Building & Grounds Natural Gas) to 110-44410-343 (Parks/Rec Supervision Natural Gas).
- Transfer of \$2,000 from 110-43120-343 (Building & Grounds Natural Gas) to 110-44420-343 (Parks/Rec Playgrounds Natural Gas).
- Transfer of \$100 from 110-43120-345 (Building & Grounds Telephone/Internet) to 110-41100-345 Mayor/City Council Telephone/Internet).
- Transfer of \$1,000 from 110-43120-345 (Building & Grounds Telephone/Internet) to 110-41200-345 (City Administrator Telephone/Internet).
- Transfer of \$300 from 110-43120-345 (Building & Grounds Telephone/Internet) to 110-41530-345 (Finance Telephone/Internet).



- Transfer of \$1,100 from 110-43120-345 (Building & Grounds Telephone/Internet) to 110-41650-345 (Human Resources Telephone/Internet).
- Transfer of \$2,500 from 110-43120-345 (Building & Grounds Telephone/Internet) to 110-44410-345 (Parks/Rec Supervision Telephone/Internet).
- Transfer of \$500 from 110-43120-345 (Building & Grounds Telephone/Internet) to 110-44420-345 (Parks/Rec Playgrounds Telephone/Internet).
- Transfer of \$500 from 110-43120-345 (Building & Grounds Telephone/Internet) to 110-48100-345 (Airport Telephone/Internet).

Mayor Thomas adjourned the January 20, 2015 City Council meeting at 5:35 p.m.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR



**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
FEBRUARY 17, 2015**

The City Council for the City of Morristown, Hamblen County, Tennessee, was scheduled to meet in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, February 17, 2015. This meeting was cancelled due to inclement weather. All items on the agenda will be considered at the next regularly scheduled meeting on March 3, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR



Two Morristown Police Department Detectives were recognized for their outstanding performance during 2014 with the annual "Top Cop" award. Police Chief Roger Overholt and Detective Captain Christian Newman presented Detective Lieutenant Vicki Arnold of the Crimes Against Persons Squad and Detective Ron Sargent of the Crimes Against Property Squad with a certificate of achievement award for outstanding performance, as the leading investigator on their respective squads. The presentation was held during last week's Investigations Division staff meeting.

Detective Lieutenant Arnold, a veteran of over 25 years with the Morristown Police Department, and Detective Ron Sargent, a 16 year veteran, were chosen by Investigations Division Detective Captain Christian Newman based on a variety of criteria including:

- Detective's Activity;
- Extra Activity;
- Attendance;
- Open Case File Review;
- Closed Case File Review; and
- Peer Votes

Chief Overholt, Detective Captain Newman, and their co-workers congratulated the two Detectives.

This is the fourth "TOP COP" award for Detective Lieutenant Arnold, who received the award in 2005, 2011 and 2013. It is the second award for Detective Sargent; receiving the award in 2008.

Both Detectives' names have been engraved on the "TOP COP" plaque housed in the Investigations Division to honor their achievements.

## CHAPLAIN AWARD RECIPIENTS

The following Chaplains received their awards at the Annual Chaplain Appreciation and Awards Dinner.

Dr. Gary Brewster was recognized as the Unit's newest volunteer. Dr. Brewster is the current Executive Director at M.A.T.A. and the past President of the Greater Morristown Ministerial Association.

Mark Burford was recognized as Chaplain of the Year at the Chaplain Appreciation and Awards Dinner. Mr. Burford has served the department since 2010, is assigned to the Patrol Division. In 2014 Mr. Burford completed his goal of riding with every officer in his Division.

Mark Campbell was promoted to the rank of Senior Chaplain at the Awards Dinner. Mr. Campbell served on the Police Department's Special Response Team and is a squad leader with the department's Chaplain Unit.

# APPROPRIATION ORDINANCE

Ordinance Number: 3504.04

AN ORDINANCE TO AMEND ORDINANCE NUMBER 3504, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR THE FISCAL YEAR 2014-2015 AND APPROPRIATE THE SUM OF \$189,000 FOR GENERAL FUND MID-YEAR BUDGET AMENDMENT.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3504 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2014-2015 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General	Revenue	110-32610	Building Permits	\$ 44,000			
General	Revenue	110-33603	Public Safety Inservice	\$ 49,000			
General	Revenue	110-35115	Redflex Citations	\$ 46,000			
General	Revenue	110-36700	Miscellaneous Revenue	\$ 50,000			
General	Finance	110-41530-515	Property Taxes			\$ 46,000	
General	GIS	110-41810-399	Other Contracted Services			\$ 11,000	
General	Police Supervision	110-42110-341	Electricity			\$ 12,000	
General	Police Supervision	110-42110-342	Water & Sewer			\$ 7,000	
General	Communication Shop	110-43175-341	Electricity			\$ 2,000	
General	Parks & Rec Supervision	110-44410-342	Water & Sewer			\$ 1,000	
General	Parks & Rec-Playgrounds	110-44420-342	Water & Sewer			\$ 10,000	
General	Parks & Maintenance	110-44430-341	Electricity			\$ 60,000	
General	Parks & Maintenance	110-44430-342	Water & Sewer			\$ 40,000	
			Totals	\$ 189,000	\$ -	\$ 189,000	\$ -

In Balance

PASSED ON FIRST READING THIS 3rd Day of February 2015

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Administrator

PASSED ON SECOND READING THIS 17th Day of February 2015

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Administrator

**RESOLUTION NO. \_\_\_\_\_  
BEING A RESOLUTION AUTHORIZING THE APPLICATION FOR  
THE FY2014 FEDERALLY FUNDED HOME GRANT FOR HOUSING  
REHABILITATION FOR LOW INCOME HOUSEHOLDS**

WHEREAS the City of Morristown recognizes the need for housing rehabilitation for low income residents residing within the city; and

WHEREAS the City desires to provide housing rehabilitation services to these residents; and

WHEREAS the City Council understands that the U.S. Department of Housing and Urban Development allows for assistance through the HOME program, administered by the Tennessee Housing Development Agency (THDA), to provide housing rehabilitation for low-income persons, and

NOW THEREFORE BE IT RESOLVED, that the City Council of Morristown does hereby authorize the Mayor of Morristown to file an application for FY2014 HOME funds with THDA not to exceed \$500,000.

BE IT FURTHER RESOLVED, that this resolution takes effect from and after its passage, the public welfare requiring it.

This Resolution adopted this the 17<sup>th</sup> day of February, 2015.

\_\_\_\_\_  
Danny Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Anthony W. Cox  
Morristown City Clerk/Recorder

**RESOLUTION NO. \_\_\_\_\_  
BEING A RESOLUTION DIRECTING PAYMENT OF TAX  
EQUIVALENT, ELECTRIC & WASTEWATER.**

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Morristown, Tennessee that the Morristown Utility Commission is hereby directed to pay the following amounts of tax equivalents to the respective taxing jurisdictions for the fiscal year beginning July 1, 2014 and ending June 30, 2015.

**ELECTRIC**

Jurisdiction	Amount
City of Morristown	\$1,156,987.50 (77.5%)
Hamblen County	<u>\$ 335,899.60 (22.5%)</u>
Total In-Lieu Tax Payable	<u>\$1,492,887.10</u>

**WASTEWATER**

FY2015	\$ 375,553
Underpayment FY2014	<u>\$ 36,077</u>
Total in-Lieu Tax Payable	<u>\$ 411,630</u>

Adopted this the 17<sup>th</sup> day of February, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator/Recorder

Morristown

TAX EQUIVALENT COMPUTATIONS  
FOR FISCAL YEAR 2015

ONLY ENTER INFORMATION IN BLUE CELLS!!

PART I	Morristown	Hamblen Co. (in)	Hamblen Co. (out)	Location	Location	Location	TOTAL
ELECTRIC PLANT PER TAX DISTRICT (+ Const. WIP)	98,691,713.49	98,691,713.49	6,256,512.65	0.00	0.00	0.00	104,948,226.14
ACCUMULATED DEPRECIATION	41,299,940.86	41,299,940.86	3,413,040.57	0.00	0.00	0.00	44,712,981.43
NET PLANT	57,391,772.63	57,391,772.63	2,843,472.08	0.00	0.00	0.00	60,235,244.71
MATERIALS & SUPPLIES	1,288,417.92	1,288,417.92	0.00	0.00	0.00	0.00	
TAX EQUIVALENT BASE	58,680,190.55	58,680,190.55	2,843,472.08	0.00	0.00	0.00	
STATE UTILITY ASSESSMENT RATIO (TN)	0.55	0.55	0.55	0.55	0.55	0.55	
LOCAL PROPERTY TAX RATE	\$0.0105	\$0.0164	\$0.0185	\$0.0000	\$0.0000	\$0.0000	
STATE EQUALIZATION RATIO	1.0000	1.0000	1.0000	-	-	-	
SUB-TOTALS	\$338,878.10	\$529,295.32	\$28,932.33	\$0.00	\$0.00	\$0.00	
TOTAL PART I							\$897,105.75
PART II	2014	2013	2012				
TOTAL OPERATING REVENUE	78,160,297.00	77,136,854.00	76,003,083.00				
ACCUMULATED PROVISION FOR UNCOLLECTIBLE ACCOUNTS (previous year) PG 16 ITEM 144	314,149.00	399,002.00	320,973.00				
UNCOLLECTIBLE ACCOUNTS (this year) PG 5 ACCT. 904	192,230.15	78,141.00	206,448.54				
ACCUMULATED PROVISION FOR UNCOLLECTIBLE ACCOUNTS (this year) PG 16 ITEM 144 (deduct --- enter as negative)	(254,457.00)	(314,149.00)	(399,002.00)				
LESS UNCOLLECTIBLE ACCOUNTS	251,922.15	162,994.00	128,419.54				
LESS POWER COST	62,661,481.00	62,088,085.00	61,323,731.00				
SUB-TOTALS	15,246,893.85	14,885,775.00	14,550,932.46				
TOTAL OF THREE BASE YEARS REVENUE		\$44,683,601.31					
TOTAL PART II	\$595,781.35						
TOTAL TAX EQUIVALENT FOR YEAR	\$1,492,887.10						



Water and Sewer  
In Lieu of Tax Formula  
For the Fiscal Year Ending 06/30/2015

Based on FY2014 audited numbers.

ITEM	DESCRIPTION	
I.	City Tax Rate - FYE 6-30-13	\$ 1.05
II.	Appraisal Ratio - FYE 6-30-13	<u>1.00</u>
III.	Equalized Tax Rate (Item I times II)	<u>\$ 1.05</u>
IV.	Net Fixed Asset (Book Value - 6/30/13)	\$ 64,890,193
V.	Materials and Supplies (Book Value - 6/30/13)	<u>\$ 140,585</u>
VI.	Net Asset Book Value - 6-30-13 (Items IV plus V)	<u>\$ 65,030,778</u>
VII.	Utilities Tax Ratio (55%)	<u>55%</u>
VIII.	Taxable Assessed Value (Item VI times VII)	<u>\$ 35,766,928</u>
IX.	<b>In-Lieu of Taxes (Items III times VIII divided by 100)</b>	<b><u>\$ 375,553</u></b>
	Plus: Underpayment in FY 2014	\$ 36,077
	Total to be Paid to the City of Morristown	\$ 411,630



## MORRISTOWN UTILITY SYSTEMS

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441 West Main Street  
P.O. Box 667  
Morristown, Tennessee 37815  
Phone: (423) 586-4121 Fax: (423) 587-6590

February 5, 2015

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

RE: Tax Equivalent-Electric

Dear Sir,

Please let this letter serve as a request to place the enclosed resolution regarding tax equivalent payments for fiscal 2015 on the next available City Council meeting agenda. Copies of the resolution passed February 5, 2015 by the Utility Board of Commissioners as well as a proposed resolution for the City are enclosed.

The tax equivalent amounts for the upcoming year are based on fiscal 2014 revenues and plant additions. The formulas and methods of calculation are those set forth by the State of Tennessee. TVA auditors have audited all calculations.

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

Sincerely,

Clark Rucker  
Assistant General Manager

**RESOLUTION DIRECTING PAYMENT OF TAX EQUIVALENT  
ELECTRIC**

**Resolution # 2015-01-03**

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

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

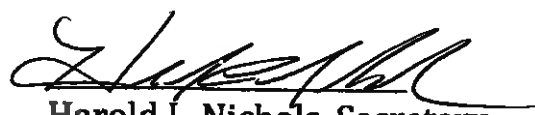
WHEREAS, necessary data has been supplied by The Morristown Utility Commission and calculations of tax equivalents payable have been made in accordance with the provisions of Chapter 84, Public acts of 1987, the TVA Power Contract with the City of Morristown and other relevant contracts between the taxing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

NOW, THEREFORE, BE IT RESOLVED, by The Morristown Utility Commission that the Morristown Utility Commission hereby agrees to pay the following amounts of tax equivalents to the respective taxing jurisdictions for the fiscal year beginning July 1, 2014 and ending June 30, 2015:

Jurisdiction	Amount
City of Morristown	\$1,156,987.50 (77.5%)
Hamblen County	<u>\$ 335,899.60</u> (22.5%)
Total In-Lieu Tax Payable	<u>\$1,492,887.10</u>

ADOPTED this 5<sup>th</sup> day of Feb, 2015

  
George B. McGuffin, Chairman

  
Harold L. Nichols, Secretary



## MORRISTOWN UTILITY SYSTEMS

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441 West Main Street  
P.O. Box 667  
Morristown, Tennessee 37815  
Phone: (423) 586-4121 Fax: (423) 587-6590

February 5, 2015

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

RE: Tax Equivalent-Wastewater

Dear Sir,

Please let this letter serve as a request to place the enclosed resolution regarding wastewater tax equivalent payments for fiscal 2015 on the next available City Council meeting agenda. Copies of the resolution passed February 5, 2015 by the Utility Board of Commissioners as well as a proposed resolution for the City are enclosed.

The tax equivalent amounts for the upcoming year are based on fiscal 2014 revenues and plant additions. The formulas and methods of calculation are those set forth by the State of Tennessee.

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

Sincerely,

A handwritten signature in black ink, appearing to read "C. H. Rucker", is written over a horizontal line.

Clark Rucker  
Assistant General Manager

**RESOLUTION DIRECTING PAYMENT OF TAX EQUIVALENT  
WASTEWATER**

**NOW, THEREFORE, BE IT RESOLVED, by The Morristown Utility Commission that the Morristown Utility Commission hereby agrees to pay the following amount of wastewater tax equivalents to the City of Morristown for the fiscal year beginning July 1, 2014 and ending June 30, 2015:**

<b>FY 2015</b>	<b>\$ 375,553</b>
<b>Underpayment FY 2014</b>	<b><u>\$ 36,077</u></b>
<b>Total In-Lieu Tax Payable</b>	<b><u>\$ 411,630</u></b>

**ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Recorder**

**RESOLUTION DIRECTING PAYMENT OF TAX EQUIVALENT  
WASTEWATER**


**Resolution # 2015-01-02**

**NOW, THEREFORE, BE IT RESOLVED, by The Morristown Utility Commission that the Morristown Utility Commission hereby agrees to pay the following amount of wastewater tax equivalents to the City of Morristown for the fiscal year beginning July 1, 2014 and ending June 30, 2015:**

<b>FY 2015</b>	<b>\$ 375,553</b>
<b>Underpayment FY 2014</b>	<b><u>\$ 36,077</u></b>
<b>Total In-Lieu Tax Payable</b>	<b><u>\$ 411,630</u></b>

ADOPTED this 5<sup>th</sup> day of Feb, 2015

  
George B. McGuffin, Chairman

  
Harold L. Nichols, Secretary

**ORDINANCE NO. \_\_\_\_\_  
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,  
TENNESSEE AMENDING TITLE 11 MUNICIPAL OFFENSES,  
CHAPTER 2, (OFFENSES AGAINST THE PEACE AND QUIET), OF  
THE MORRISTOWN MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that Chapter 2 of Title 11 of the Morristown Municipal Code is amended by adding the following text:

“Section 11-203. Disorderly Conduct. (a) A person commits an offense who, in a public place and with intent to cause public annoyance or alarm:

- (1) Engages in fighting or in violent or threatening behavior;
- (2) Refuses to obey an official order to disperse, issued to maintain public safety in dangerous proximity to a fire, hazard or other emergency; or
- (3) Creates a hazardous or physically offensive condition by any act that serves no legitimate purpose.

(b) A person also violates this section who makes unreasonable noise that prevents others from carrying on lawful activities.”

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

PASSED ON FIRST READING THIS THE 3<sup>RD</sup> DAY OF MARCH, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 17<sup>TH</sup> DAY OF MARCH, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR



**ORDINANCE NO. \_\_\_\_\_**  
**BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,**  
**TENNESSEE AMENDING TITLE 15 MOTOR VEHICLES, TRAFFIC**  
**AND PARKING, CHAPTER 1, (MISCELLANEOUS), AND CHAPTER**  
**14, (REGISTRATION AND LICENSING OF VEHICLES), OF THE**  
**MORRISTOWN MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that the text of Section 138 of Chapter 1 of Title 15 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

**CHAPTER 1**  
**MISCELLANEOUS**

**SECTION**

**15-138. Miscellaneous**

“15-138. Adoption of state traffic statutes. By the authority granted under Tennessee Code Annotated, § 16-18-302, the City of Morristown adopts by reference as if fully set forth in this section, the "Rules of the Road," as codified in Tennessee Code Annotated, §§ 55-8-101 through 55-8-131, and §§ 55-8-133 through 55-8-180. Additionally, the City of Morristown adopts Tennessee Code Annotated, §§ 55-8-181 through 55-8-193, §55-8-199, §§ 55-9-601 through 55-9-606, § 55-12-139 and § 55-21-108 by reference as if fully set forth in this section.”

Be it ordained by the City Council for the City of Morristown that the text of Chapter 14 of Title 15 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

**CHAPTER 14**  
**REGISTRATION AND LICENSING OF VEHICLES**

**SECTION**

**15-1401. Applicability of chapter.**

**15-1402. Registration of vehicles.**

15-1401. Applicability of chapter. The provisions of this chapter shall apply to those persons owning or operating vehicles within the city.

15-1402. Registration of vehicles. All owners or operators of vehicles to which this chapter is applicable shall register such vehicles in compliance with the Registration and Licensing of Motor Vehicles laws codified in Tennessee Code Annotated Title 55, Chapter 4. It shall be a municipal offense and a violation of this city ordinance to own or operate a vehicle without the proper registration.”

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

PASSED ON FIRST READING THIS THE 3<sup>RD</sup> DAY OF MARCH, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 17<sup>TH</sup> DAY OF MARCH, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR

**ORDINANCE NO. \_\_\_\_\_  
BEING AN ORDINANCE TO AMEND TITLE 20 MISCELLANEOUS,  
CHAPTER 6, (CITY PARK RULES AND REGULATIONS) SECTION  
20-602, SUBSECTIONS (23), (26), (32), (36) AND (37).**

Be it ordained by the City Council of the City of Morristown that Title 20, Chapter 6, Section 20-602, Subsections (23), (26), (32), (36) and (37) are amended as follows:

1. The current language of Subsection (23) is deleted and substituted therefor is the following:

“(23). Title 11 Chapter 4 Sections 11-403 and 11-404 are incorporated herein by reference.”

2. The current language of Subsection (26) is deleted in its entirety.

“(26). Deleted.”

3. There is added to the current language of Subsection (32) the following:

“(32) ...No one shall be allowed in the parks between the hours of 10:00 p.m. and 6:00 a.m.”

4. The current language of Subsection (36) is restated as follows:

“(36). The Department of Parks and Recreation is granted by the Governing Body the authority to make known additional rules and regulations as it deems necessary to insure the orderly growth and protection of the park, recreation and natural resource areas under its control consistent with and in furtherance of the intent of this ordinance. Such additional rules and regulations shall have the force and effect of law 10 days after their adoption by the Parks and Recreation Advisory Board, after their publication once a week for two weeks in a local newspaper and after a copy thereof has been posted near each gate or principal entrance to the public ground to which they apply. In addition, a copy of this Ordinance and any future additional rules and regulations adopted by the Parks and Recreation Advisory Board, pursuant to this Ordinance shall be posted near each gate or principal entrance to the public ground to which they apply and made available for public inspection or review at the principal office of the Parks and Recreation Advisory Board, and the Municipal Building.”

5. The current language of Subsection (37) is restated as follows:

“(37). The Director shall be the final authority in interpreting the rules and regulations relating to the park, recreation, natural resources, historical, and

cultural areas of the City of Morristown. Director shall also be responsible for the administration of this ordinance. An appeal from the Director's decision or action shall lie with the City Recreation Advisory Board. An appeal of the Director's decision shall be filed in writing with the City Recreation Advisory Board within 10 days of the rendering of a final decision or adverse action by the Director. The Recreation Advisory Board shall render its decision at the next regularly scheduled monthly meeting if the Director's decision is rendered at least 10 days prior thereto. If the Director's decision is rendered within 10 days of the next regular meeting of the Parks and Recreation Advisory Board, then the Board may, but shall not be required to hear the appeal at the second regular Board meeting following the Director's decision."

This ordinance shall become effective on second and final reading.

**PASSED ON FIRST READING THIS THE 3<sup>RD</sup> DAY OF MARCH, 2015.**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY ADMINISTRATOR**

**PASSED ON SECOND AND FINAL READING THIS THE 17<sup>TH</sup> DAY OF MARCH, 2015.**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY ADMINISTRATOR**

## APPROPRIATION ORDINANCE

Ordinance Number: 3504.05

AN ORDINANCE TO AMEND ORDINANCE NUMBER 3504, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR THE FISCAL YEAR 2014-2015 AND APPROPRIATE THE SUM OF \$371,900 TO BUDGET GRANT REVENUES AND FUND BALANCE REVENUES FOR THE FARMERS MARKET PROJECT. IN ADDITION TO THIS AMOUNT, \$70,000 OF CDBG FUNDS WILL BE USED FOR FUNDING OF A BATHROOM FOR THE FARMERS MARKET.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3504 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2014-2015 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General	Community Development	110-41700-399	Other Contracted Services			\$ 371,900	
General	Revenue	110-33623	State of TN Farmers Market-TN Dept of Agriculture Grant	\$ 100,000			
General	Revenue	110-33623	State of TN Farmers Market-TN Stormwater Association Grant	\$ 21,900			
General	Fund Balance	110-33840	Non-Revenue Fund Balance Appropriated	\$ 250,000			
			Totals	\$ 371,900	\$ -	\$ 371,900	\$ -

**In Balance**

PASSED ON FIRST READING THIS 3rd Day of March 2015

Mayor

**ATTEST:**

\_\_\_\_\_

**City Administrator**

PASSED ON SECOND READING THIS 17th Day of March 2015

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Mayor

**ATTEST:**

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**City Administrator**

Quote #: **JCHA5004B8-1**

Inc. an L.B. Foster Company

**Mailing Address:**CXT Incorporated, an LBFoster Co.  
3808 North Sullivan Road Bldg. #7  
Spokane Valley, WA 99216**To: City of Morristown**100 W. 1st North Street  
Morristown, TN 37814**Attention:** Logan Engle**Phone:** (423) 585-4624**Fax:** (423) 318-1544**Phone:** (800) 696-5766**Fax:** (509) 928-8220**Date:** 02/10/2015**Re:**

Our quotation for the Cortez Special building is as follows:

Per Building

Cortez flush building with standard simulated rib metal or cedar shake roof and barnwood wall texture, two tone color, three 16-gauge galvanized steel doors and frames, one Norton door closer for wash room, vitreous china plumbing fixtures (1-lavatory, 1-water closet), two stainless steel soap dispensers, two hand dryers, one paper towel dispenser, 3 compartment stainless steel sink, s/s counter, s/s shelf, 3-roll toilet paper holder, two RVF4XL exhaust fans, three GFI outlets, floor drains, s/s mirror, ADA grab bars, ADA signs, one hose bib in chase, one hose bib in produce wash room, motion controlled interior lights and photo cell controlled exterior lights. PE Stamped drawings included. Drawing #CZ-04

\$48,802.35

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\$48,802.35**FOB:** Freight FOB Destination. Price includes delivery, off-loading and setting the building on a customer prepared pad and utility stub in the Morristown, TN area. Final connection of utilities included.**Terms:** Net 30 with Credit Approval.**Shipment:** Within 90 days ARO

**Notes:** **Important:** Tractor trailer and crane must have access to site and literally be able to set up next to utility pad for off loading of the building. If drop deck trailer cannot get next to the site then a \$1500 short trailer transfer or hydraulic trailer fee will be incurred.  
Road must allow standard 120' truck and trailer or short trailer transfer clear passage to site. It is the customer's responsibility to address any encumbrances to site access.

Sales tax not included

Number of Units: \_\_\_\_

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

**L.B. FOSTER COMPANY**

By \_\_\_\_\_

Jeff Chambers  
JChambers@lbfoster.com

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

By: \_\_\_\_\_ (Customer Name)

\_\_\_\_\_  
(Signed)

## CONDITIONS OF SALE

1. Taxes: Prices exclude all Federal/State/Local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

2. Payment Terms

Payment to CXT by the purchaser shall be made net 30 days after the submission of the invoice to the purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning the 35th day (includes 5 day grace period) from the date of the invoice. Under no circumstances can a retention be taken and purchaser shall pay the full invoiced amount without offset or reduction. These terms are available upon approval of credit. If CXT initiates legal proceeding to collect any unpaid amount or other dispute arising out of or relating to this Quote, purchaser shall be liable for all of CXT's costs, expenses and attorneys fees associated with such litigation, including the fees and costs of any appeal.

3. Quotation Term: This offer is subject to acceptance within 60 days from the date of this quotation. After that time, prices are subject to change without notice.

4. Drawings

Prices do not include any documentation other than standard drawings, packing lists, and invoices, unless otherwise stated in quote. Special documentation, reports, or submittals can be supplied at an additional cost. If additional engineering, engineering seals, state approvals, drawings, or insignias are required additional charges **may** incur.

5. Delivery

Delivery will be scheduled immediately upon receipt of written customer approval of all building submittals, building worksheet(s) and signed contract/purchase order. In the event delivery of the buildings ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment, the terms of which will be as per item 2 in our quotation. Delivery and installation charges will be invoiced at the time of delivery and installation. Should the delivery and installation costs increase due to changes in the delivery period, this increase in cost will be added to the price originally quoted, and will be subject to the contract payment terms. In the event that the delivery is delayed more than 45 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of Va% of contract price per month or part of any month will be charged.

6. Fuel Costs

Fuel costs for crane and freight have been quoted at fuel prices furnished at the time of quotation. If at the time of delivery and installation these costs have risen, CXT reserves the right to adjust the freight and crane costs to reflect the fuel costs furnished at the time of delivery.

7. Responsibilities of the Customer

A. Stake exact location building is to be set, including orientation.

B. Provide clear and level site, free of overhead and/or underground obstructions.

C. Provide site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements.

D. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles from State highway and/or main county road to site. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation.

E. Customer is responsible for all permits required.

F. Completing and complying with Pre-Order Information Worksheet that is incorporated herein by this reference.

8. Access to Site

For Installation methods described below in paragraph 9 A & B, delivery will be made in normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck equipment for any reason, CXT shall be entitled to payment for extra costs to ensure a safe and quality installation to the chosen site or will agree to an alternative site with better access.

To safely offload the facility referred to within this quotation, CXT must have clear and unobstructed access next to the gravel pad or hole where the facility will be placed. CXT is not responsible for cracked or damaged roads, driveways, sidewalks or aprons that are in the path of the delivery trucks or cranes at the final offloading site. Should CXT be required to obtain a larger crane than quoted due to site amenities or hardscapes, CXT will charge the customer the difference between the crane originally quoted, and the one that was hired to successfully offload the facility safely and efficiently.

9. Installation

A. **Full Install.** If the customer opts to have full installation of their new building, CXT will provide a backhoe trailered into the site, and prepare the customer site at the marked hole/pad area. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Installation crew then performs all necessary excavation, backfill, compaction, site grading, and connection of utilities (if applicable). Please note: additional time and any special equipment needed by the installation crew for unscheduled site work will be billed to the customer.

B. **Set-Only Install.** If the customer opts to prepare the hole, and do earthwork preparation for the site, the customer will move all excess dirt to allow access by the crane and semi-truck. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Customer performs all necessary excavation, backfill, compaction, site grading, connection of utilities (if applicable). If the pad for a flush building, or a customer prepared excavation/ hole prep is not to CXT specifications, and results in extra costs the customer will be responsible for these extra costs.

C. **Ship-Only.** If customer opts to self-install their building CXT can provide a drawing of the recommended lifting/rigging arrangement plus the four special lifting plates for the buildings itself with a refundable deposit of \$1,000.00 payable by credit card only. The customer must return lifting plates and hardware to CXT (at customers cost) within 2 weeks (14) days or a \$1,000.00 fee will be charged to the customer credit card. Please note: It is highly recommended that you use our lifting/rigging arrangements. The CXT arrangements will help prevent damage to the building. CXT will not take responsibility for any damage/accidents to the building or workers during the use or non-use of our recommended lifting/rigging arrangements.

D. CXT shall be entitled to reimbursement from customer for any expenses that are the result of conditions encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated by the customer or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities at the customer's location.

E. Should customer request additions or changes to the work, CXT shall be entitled to payment for additional or changed work. Any request for additions or changed work shall be in writing executed by Customer Field Representative by signing the additional work required section of the Building Acceptance Form, incorporated herein by this reference.

10. Transportation

Your building(s) will be transported from our plant to your installation site via semi-truck with trailer. The length and clearance vary with the style of trailer used to accommodate your building model(s) and must be taken into consideration when determining access to site. If you ordered a(n)....

Cascadian/Rocky Mountain - Requires 1 truck: When shipped in 2-pieces (standard) the building with vault is shipped on a flatbed trailer. The length of the

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tractor-trailer can be up to 75' long. Must have a 14' height clearance to access site.

Gunnison - Requires 1 truck: Shipped with its vault, this building is typically shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height clearance to access site.

Tioga Special - Requires 2 trucks: 1 to transport the building and 1 to transport vaults. The building is typically shipped on a step-deck trailer and 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

Dbl Cascadian/Dbl Rocky Mountain - Requires 2 trucks: 1 to transport the building and 1 to transport the vaults. The building is typically shipped on a dbl-drop or low boy trailer (approximate ground clearance of 4 to 6") and the 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can range from 75' to 80'. Must have 14' height and 14' width clearance to access site.

Cortez/Ozark /Teton/Pioneer - Requires 1 truck: Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height and 14' width clearance to access site.

Large Flush, Sectional, or Custom Bldgs -

(Arapahoe/OzarkII/Cheyenne/Montrose/Taos/Rainier/PomonayNavajo/Malibu/Kodiak/FontanayDiablo/Denali)

Requires 2-4 trucks, depending on size of building. Each section will be shipped on an RGN trailer (approximate ground clearance of 4 to 6"). The length of the tractor-trailer can range from 80' to 115'. Must have 14' height and 14' width clearance to access site. The Denali model could ship on either an RGN trailer or a dbl-drop.

Schweitzer/Mendocino - Requires 1-2 trucks, depending on size of building. Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

#### 11. CXT Warranty

CXT warrants that all structures sold pursuant hereto will, when delivered, conform to specifications of the building listed on the quote. Structures shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. It is specifically understood that CXT's obligation hereunder is for credit or repair only. CXT will repair structural defects against materials and workmanship for one (1) year from date of delivery provided CXT is first given the opportunity to inspect said structure. CXT warrants all components sold within all structures pursuant here to when delivered within structures. Components deemed accepted and meeting specifications shall be warranted for a period of one (1) year against defects in the materials and/or workmanship from said date of delivery. CXT is not responsible for components that are damaged due to misuse, acts of violence, negligence, acts of God, or accidents. Shipping, handling, installation or other incidental or consequential costs, unless otherwise agreed to in writing by CXT, are not included.

This warranty shall not apply to:

Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely effect the stability or reliability thereof;

To any goods which have been subject to misuse, negligence, acts of God, or accidents;

To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

#### 12. Disclaimer of Other Warranties

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. CXT MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

#### 13. Limitation of Remedies

In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

#### 14. Acceptance

The foregoing terms will be deemed accepted in full by signature and return of one copy to CXT, subject to customer credit approval. A copy of any applicable form of payment security device (i.e. payment bonds) available to CXT shall be included with the signed copy of this agreement.

#### 15. Timing of Billing to Buyer

Seller will invoice Buyer upon shipment from its supplier or facility, unless otherwise indicated on the face of this document.

#### 16. Storage of Material For Buyer

If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein.

#### 17. Material Reservation

Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.



February 25, 2015

Mayor Danny Thomas  
City of Morristown  
100 West First North Street  
Morristown, Tennessee 37814

RE: Recommendation of Award  
Morristown Farmer's Market

Dear Mayor Thomas:

Bids for the subject project were received at the City Hall of the City of Morristown and were publicly opened on February 23, 2015 at 10:00 AM. As shown below, a total of four (4) bids were received and opened for the project. A Certified Bid Tabulation of all bids is attached for your review. The bids can be summarized as follows:

Bidder	Base Bid	Alternate #1 (Additive)	Alternate #2 (Additive)	Alternate #3 (Additive)	Alternate #4 (Additive)
Hale Construction, Inc.	\$568,400.00	\$8,775.00	\$5,992.00	\$6,312.00	\$7,280.00
Andrews Construction, Inc.	\$585,945.00	\$5,550.00	\$6,300.00	\$6,600.00	\$7,350.00
Merit Construction, Inc.	\$669,900.00	\$7,500.00	\$6,500.00	\$6,900.00	\$8,050.00
McSpadden, Inc.	\$765,600.00	\$6,680.01*	\$805.00	\$16,425.00	\$20,250.02*

\*Indicates a corrected bid total due to a math error on the bid form.

The low base bid for the project was submitted by Hale Construction, Inc. of Morristown, Tennessee. It is noted that the bid submitted by Hale Construction, Inc. had math errors in the summation of the base bid unit prices that would have increased the total base bid as read aloud at the bid opening by \$2.00. However, since the base bid total amount was provided at the time of bid opening and the unit prices were provided within 24-hours after, the lump sum base bid amount provided in the original bid will remain unchanged.

Hale Construction, Inc. provided all the necessary bid documentation in the bidding documents, is licensed to perform the scope of work, and has a positive reputation for their services. **As such, we recommend that the Base Bid contract be awarded to Hale Construction, Inc. in the amount of \$568,400.00.**

E n g i n e e r i n g • P l a n n i n g • F i n a n c e

McGill Associates, P.A. • 2240 Sutherland Avenue, Suite 2, Knoxville, TN 37919

865-540-0801 • Fax 865-595-4999

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Mayor Thomas  
2/25/2015  
Page 2

Attached to this letter is the Certified Bid Tabulation, copies of the Bid Sign-in sheet and submitted bids for your review. Should you have any questions or need any additional information, please contact me at your convenience.

Sincerely,  
McGILL ASSOCIATES, P.A.



JOHN (JAKE) GREEAR, P.E.  
Project Manager

Enclosures

Cc: File

P:\2014\14.06503 Morristown - Farmer's Market\Bid Award\Recom of Award (2015.02.25).doc

**Morristown, Tennessee**

**Morristown Farmer's Market**

**Bid Opening**

**February 23, 2015, 10:00 a.m.**

**This is to certify that the following Sealed Bids for the above project were received, publicly opened and read aloud in the City of Morristown City Hall, 100 W. First North Street, Morristown, TN 37814.**



Engineering • Planning • Finance  
2240 Sutherland Avenue, Suite 2  
Knoxville, Tennessee 37919

**Project # 14.06503**



Morristown Farmer's Market				Hale Construction, Inc. P O Box 1674 Morristown, TN 37816		Andrews Construction, Inc. P O Box 298 Talbot TN 37677		Merit Construction, Inc. 10435 Dutchtown Road Knoxville, TN 37932		McSpadden, Inc. P O Box 948 Dandridge, TN 37725	
Bid Bond (5%)				yes		yes		yes		yes	
Addendum No.1				yes		yes		yes		yes	
ITEM NO	DESCRIPTION	QUAN	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A	Mobilization (maximum 3% of Bid)	1	LS	\$ 954.00	\$ 954.00	\$ 17,825.00	\$ 17,825.00	\$ 20,097.00	\$ 20,097.00	\$ 22,968.00	\$ 22,968.00
B	Site Preparation	1	LS	\$ 24,345.00	\$ 24,345.00	\$ 10,925.00	\$ 10,925.00	\$ 8,253.00	\$ 8,253.00	\$ 77,692.00	\$ 77,692.00
C	Erosion Control	1	LS	\$ -	\$ -	\$ 2,875.00	\$ 2,875.00	\$ 2,500.00	\$ 2,500.00	\$ 1,762.00	\$ 1,762.00
D	Pavilion	1	LS	\$ 329,408.00	\$ 329,408.00	\$ 309,835.00	\$ 309,835.00	\$ 365,000.00	\$ 365,000.00	\$ 309,186.00	\$ 309,186.00
E	Pavilion Concrete Pad	1	LS	\$ 33,583.00	\$ 33,583.00	\$ 40,250.00	\$ 40,250.00	\$ 60,000.00	\$ 60,000.00	\$ 33,408.00	\$ 33,408.00
F	Restroom	1	LS	\$ -	\$ -	\$ 4,025.00	\$ 4,025.00	\$ 8,050.00	\$ 8,050.00	\$ 7,838.00	\$ 7,838.00
G	Pervious Concrete Paving	1	LS	\$ 22,106.00	\$ 22,106.00	\$ 21,925.00	\$ 21,925.00	\$ 22,000.00	\$ 22,000.00	\$ 32,838.00	\$ 32,838.00
H	Asphalt	1	LS	\$ 84,859.00	\$ 84,859.00	\$ 77,000.00	\$ 77,000.00	\$ 81,000.00	\$ 81,000.00	\$ 82,446.00	\$ 82,446.00
I	Curbing	1	LS	\$ 19,071.00	\$ 19,071.00	\$ 13,250.00	\$ 13,250.00	\$ 14,000.00	\$ 14,000.00	\$ 20,441.00	\$ 20,441.00
J	Site Concrete	1	LS	\$ 26,822.00	\$ 26,822.00	\$ 32,165.00	\$ 32,165.00	\$ 35,000.00	\$ 35,000.00	\$ 89,074.00	\$ 89,074.00
K	Electrical	1	LS	\$ 8,102.00	\$ 8,102.00	\$ 8,030.00	\$ 8,030.00	\$ 10,500.00	\$ 10,500.00	\$ 34,140.00	\$ 34,140.00
L	Sewer Service	1	LS	\$ 7,767.00	\$ 7,767.00	\$ 5,290.00	\$ 5,290.00	\$ 11,600.00	\$ 11,600.00	\$ 11,935.00	\$ 11,935.00
M	Water Service	1	LS	\$ 3,362.00	\$ 3,362.00	\$ 3,450.00	\$ 3,450.00	\$ 6,900.00	\$ 6,900.00	\$ 4,193.00	\$ 4,193.00
N	Landscaping	1	LS	\$ 5,762.00	\$ 5,762.00	\$ 11,500.00	\$ 11,500.00	\$ 10,000.00	\$ 10,000.00	\$ 5,851.00	\$ 5,851.00
O	Remaining Work	1	LS	\$ 2,261.00	\$ 2,261.00	\$ 27,600.00	\$ 27,600.00	\$ 15,000.00	\$ 15,000.00	\$ 31,828.00	\$ 31,828.00
Total Base Bid					\$ 568,400.00		\$ 585,945.00		\$ 669,900.00		\$ 765,600.00
Additive Alternate No. 1											
	Cupolas	3	EA	\$ 2,925.00	\$ 8,775.00	\$ 1,850.00	\$ 5,550.00	\$ 2,500.00	\$ 7,500.00	\$ 2,226.67	\$ 6,680.01
Total Alternate Bid 1 (Total Base Bid Plus Additive Alternate 1)					\$ 577,175.00		\$ 591,495.00		\$ 677,400.00		\$ 772,280.01
Additive Alternate No. 2											
	Optional Electrical	1	LS	\$ 5,992.00	\$ 5,992.00	\$ 6,300.00	\$ 6,300.00	\$ 6,500.00	\$ 6,500.00	\$ 805.00	\$ 805.00
Total Alternate Bid 2 (Total Base Bid Plus Additive Alternates 1 & 2)					\$ 583,167.00		\$ 597,795.00		\$ 683,900.00		\$ 773,085.01
Additive Alternate No. 3											
	Lighting	12	EA	\$ 526.00	\$ 6,312.00	\$ 550.00	\$ 6,600.00	\$ 575.00	\$ 6,900.00	\$ 1,368.75	\$ 16,425.00
Total Alternate Bid 3 (Total Base Bid Plus Additive Alternate 1, 2 & 3)					\$ 589,479.00		\$ 604,395.00		\$ 690,800.00		\$ 789,510.01
Additive Alternate No. 4											
	Ceiling Fans	7	EA	\$ 1,040.00	\$ 7,280.00	\$ 1,050.00	\$ 7,350.00	\$ 1,150.00	\$ 8,050.00	\$ 2,892.86	\$ 20,250.02
Total Alternate Bid 4 (Total Base Bid Plus Additive Alternates 1, 2, 3 & 4)					\$ 596,759.00		\$ 611,745.00		\$ 698,850.00		\$ 809,760.03

SIGN IN SHEET

Morristown Farmer's Market

Morristown, Tennessee

Bid Opening: February 23, 2015, 10:00 a.m.

Morristown City Hall, 100 W. First North Street, Morristown, TN 37814

COMPANY	REPRESENTATIVE	CONTACT EMAIL ADDRESS
MCSADDEN INC.	KEVIN BRYANT	Kevin@mcspadden inc.com
Hale Construct- Inc	J.W. Hale	jwhaleconstructioninc.com
Pyramid Ind.	Tommy A. Stanley	Stanley@STINC.co
Andrews Const Inc	Bill Andrews	Bill@Andrews construction inc. net
<del>CONSTRUCTION</del>		
Merit Construction	Carol Gonzalez	carol@meritconstruction.com
City of Morristown	Dave Thompson	Dave Thompson@my.morristown.com
City of Morristown	Michael Patrick	mpatrick@my.morristown.com
City of Morristown	PAUL D. REARDON	preardon@my.morristown.com
City of Morristown	Alan Hartman	ahartman@my.morristown.com
City of Morristown	Danny Thomas	Dango@my.morristown.com
" "	Jim Whitbeck P.E.	jwhitbeck@my.morristown.com

# HALE CONSTRUCTION, INC.

Morristown Farmers Market  
City of Morristown, Tennessee

## BID SCHEDULE

### BASE BID

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	TOTAL PRICE
A	Mobilization (maximum 3% of total base bid)	LS	\$ <u>954.00</u>
B	Site Preparation (Including excavation, backfill, fine grading, compaction, and borrow/excess material. All grading is considered unclassified.)	1 LS	\$ <u>24,345.00</u>
C	Erosion Control (Including inlet protection and site maintenance) <i>by City since City is grading</i>	1 LS	\$ <u>- 0 -</u>
D	Pavilion (Including all labor and materials. Does <u>not</u> include optional cupolas detailed below.)	1 LS	\$ <u>329,408.00</u>
E	Pavilion Concrete Pad (Including all materials, labor, and finishing)	1 LS	\$ <u>33,583.00</u>
F	Restroom (Including all labor and materials necessary for site preparation only. Restroom structure to be provided by owner and placed by manufacturer.)	1 LS	\$ <u>- 0 -</u>
G	Pervious Concrete Paving (Including all stone, concrete, geotextile, and under drains)	1 LS	\$ <u>22,106.00</u>
H	Asphalt (Including stone, binder, and surface courses)	1 LS	\$ <u>84,859.00</u>
I	Curbing (Including all stand-alone locations)	1 LS	\$ <u>19,071.00</u>
J	Site Concrete (Including sidewalk, monolithic sidewalk and curb, sidewalk repair, and handicap ramps. Does <u>not</u> include pervious concrete pavement or pavilion concrete pad detailed above.)	1 LS	\$ <u>26,822.00</u>
K	Electrical (Including all labor, materials, and MUS fees for service extension, connections, meter, wiring, and conduit to restrooms and pavilion columns closest to restroom. Does <u>not</u> include any servicing of existing light poles or optional electrical items detailed below under additive alternates.)	1 LS	\$ <u>8,102.00</u>
L	Sewer Service (Including all labor, materials, and tap fees for service extension and connections)	1 LS	\$ <u>7,767.00</u>
M	Water Service (Including all labor, materials, and tap fees for service extension, connections, and meter)	1 LS	\$ <u>3,362.00</u>
N	Landscaping (Including all site stabilization, matting, mulching, and planting of all plants, shrubs, grasses, groundcover, and trees)	1 LS	\$ <u>5,762.00</u>

Project # 14.06503

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Morristown Farmers Market  
City of Morristown, Tennessee

0	Remaining Work (Includes equipment, labor and materials necessary to complete all other improvements per the project plans and specifications. Items include, but are not limited to, pavement striping, signage, and traffic control.)	1 LS	\$ <u>2,261.00</u>
TOTAL LUMP SUM BASE BID AMOUNT			\$ <u>568,400.00</u>
Words <u>FIVE HUNDRED SIXTY EIGHT THOUSAND FOUR HUNDRED DOLLARS</u>			

\*All work items not specifically mentioned above, but required by the contract documents, shall be considered incidental to the other work and not be paid for separately.

ALTERNATES

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
ADDITIVE ALT. #1	Cupolas: Add ONLY the labor, equipment and material costs necessary for the construction and installation of the pavilion cupolas.	3 EA	\$ <u>2,925.00</u>	\$ <u>8,775.00</u>
ADDITIVE ALT. #2	Optional Electrical: Add ONLY the labor, equipment and material costs necessary for the extensions of wiring and conduit to, as well as installation of outlets at, all pavilion column cutouts.	1 LS	\$ <u>5,992.00</u>	\$ <u>5,992.00</u>
ADDITIVE ALT. #3	Lighting: Add ONLY the labor, equipment and material costs necessary for the wiring and installation of pavilion lights.	12 EA	\$ <u>526.00</u>	\$ <u>6,312.00</u>
ADDITIVE ALT. #4	Ceiling Fans: Add ONLY the labor, equipment and material costs necessary for the wiring and installation of pavilion ceiling fans.	7 EA	\$ <u>1,040.00</u>	\$ <u>7,280.00</u>

In submitting this Bid, the bidder recognizes that the right is reserved by the City of Morristown to accept the Total Bid or any part, to negotiate with any Bidder, waive any formalities in the bidding, or to reject any or all bids.

# McSpadden Inc

Morristown Farmers Market  
City of Morristown, Tennessee

## BID SCHEDULE

### BASE BID

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	TOTAL PRICE
A	Mobilization (maximum 3% of total base bid)	LS	\$22,963 <sup>00</sup>
B	Site Preparation (Including excavation, backfill, fine grading, compaction, and borrow/excess material. All grading is considered unclassified.)	1 LS	\$77,692 <sup>00</sup>
C	Erosion Control (Including inlet protection and site maintenance)	1 LS	\$1,762 <sup>00</sup>
D	Pavilion (Including all labor and materials. Does <u>not</u> include optional cupolas detailed below.)	1 LS	\$309,186 <sup>00</sup>
E	Pavilion Concrete Pad (Including all materials, labor, and finishing)	1 LS	\$33,408
F	Restroom (Including all labor and materials necessary for site preparation only. Restroom structure to be provided by owner and placed by manufacturer.)	1 LS	\$7838 <sup>00</sup>
G	Pervious Concrete Paving (Including all stone, concrete, geotextile, and under drains)	1 LS	\$32,838 <sup>00</sup>
H	Asphalt (Including stone, binder, and surface courses)	1 LS	\$82,446 <sup>00</sup>
I	Curbing (Including all stand-alone locations)	1 LS	\$20,441 <sup>00</sup>
J	Site Concrete (Including sidewalk, monolithic sidewalk and curb, sidewalk repair, and handicap ramps. Does <u>not</u> include pervious concrete pavement or pavilion concrete pad detailed above.)	1 LS	\$89,074 <sup>00</sup>
K	Electrical (Including all labor, materials, and MUS fees for service extension, connections, meter, wiring, and conduit to restrooms and pavilion columns closest to restroom. Does <u>not</u> include any servicing of existing light poles or optional electrical items detailed below under additive alternates.)	1 LS	\$34,140 <sup>00</sup>
L	Sewer Service (Including all labor, materials, and tap fees for service extension and connections)	1 LS	\$11,935 <sup>00</sup>
M	Water Service (Including all labor, materials, and tap fees for service extension, connections, and meter)	1 LS	\$4,193 <sup>00</sup>
N	Landscaping (Including all site stabilization, matting, mulching, and planting of all plants, shrubs, grasses, groundcover, and trees)	1 LS	\$5,851 <sup>00</sup>

Project # 14.06503

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McSpadden Inc

Morristown Farmers Market  
City of Morristown, Tennessee

O	Remaining Work (Includes equipment, labor and materials necessary to complete all other improvements per the project plans and specifications. Items include, but are not limited to, pavement striping, signage, and traffic control.)	1 LS	\$ <u>31,828<sup>00</sup></u>
TOTAL LUMP SUM BASE BID AMOUNT			\$ <u>765,600<sup>00</sup></u>
Words _____			


\*All work items not specifically mentioned above, but required by the contract documents, shall be considered incidental to the other work and not be paid for separately.

#### ALTERNATES

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
ADDITIVE ALT. #1	Cupolas: Add ONLY the labor, equipment and material costs necessary for the construction and installation of the pavilion cupolas.	3 EA	\$ <u>2,226.67</u>	\$ <u>6,680<sup>00</sup></u>
ADDITIVE ALT. #2	Optional Electrical: Add ONLY the labor, equipment and material costs necessary for the extensions of wiring and conduit to, as well as installation of outlets at, all pavilion column cutouts.	1 LS	\$ <u>805<sup>00</sup></u>	\$ <u>805<sup>00</sup></u>
ADDITIVE ALT. #3	Lighting: Add ONLY the labor, equipment and material costs necessary for the wiring and installation of pavilion lights.	12 EA	\$ <u>1,368<sup>75</sup></u>	\$ <u>16,425<sup>00</sup></u>
ADDITIVE ALT. #4	Ceiling Fans: Add ONLY the labor, equipment and material costs necessary for the wiring and installation of pavilion ceiling fans.	7 EA	\$ <u>2,892<sup>86</sup></u>	\$ <u>20,250<sup>00</sup></u>

In submitting this Bid, the bidder recognizes that the right is reserved by the City of Morristown to accept the Total Bid or any part, to negotiate with any Bidder, waive any formalities in the bidding, or to reject any or all bids.

Project # 14.06503

  
Jackie Boley  
ESTIMATOR

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**ANDREWS CONSTRUCTION, INC.**

Morristown Farmers Market  
City of Morristown, Tennessee

**BID SCHEDULE****BASE BID**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	TOTAL PRICE
A	Mobilization (maximum 3% of total base bid)	LS	\$ <u>17,825.00</u>
B	Site Preparation (Including excavation, backfill, fine grading, compaction, and borrow/excess material. All grading is considered unclassified.)	1 LS	\$ <u>10,925.00</u>
C	Erosion Control (Including inlet protection and site maintenance)	1 LS	\$ <u>2,815.00</u>
D	Pavilion (Including all labor and materials. Does <u>not</u> include optional cupolas detailed below.)	1 LS	\$ <u>309,835.00</u>
E	Pavilion Concrete Pad (Including all materials, labor, and finishing)	1 LS	\$ <u>40,250.00</u>
F	Restroom (Including all labor and materials necessary for site preparation only. Restroom structure to be provided by owner and placed by manufacturer.)	1 LS	\$ <u>4,025.00</u>
G	Pervious Concrete Paving (Including all stone, concrete, geotextile, and under drains)	1 LS	\$ <u>21,925.00</u>
H	Asphalt (Including stone, binder, and surface courses)	1 LS	\$ <u>77,000.00</u>
I	Curbing (Including all stand-alone locations)	1 LS	\$ <u>13,250.00</u>
J	Site Concrete (Including sidewalk, monolithic sidewalk and curb, sidewalk repair, and handicap ramps. Does <u>not</u> include pervious concrete pavement or pavilion concrete pad detailed above.)	1 LS	\$ <u>32,165.00</u>
K	Electrical (Including all labor, materials, and MUS fees for service extension, connections, meter, wiring, and conduit to restrooms and pavilion columns closest to restroom. Does <u>not</u> include any servicing of existing light poles or optional electrical items detailed below under additive alternates.)	1 LS	\$ <u>8,030.00</u>
L	Sewer Service (Including all labor, materials, and tap fees for service extension and connections)	1 LS	\$ <u>5,290.00</u>
M	Water Service (Including all labor, materials, and tap fees for service extension, connections, and meter)	1 LS	\$ <u>3,450.00</u>
N	Landscaping (Including all site stabilization, matting, mulching, and planting of all plants, shrubs, grasses, groundcover, and trees)	1 LS	\$ <u>11,500.00</u>

Morristown Farmers Market  
City of Morristown, Tennessee

O	Remaining Work (Includes equipment, labor and materials necessary to complete all other improvements per the project plans and specifications. Items include, but are not limited to, pavement striping, signage, and traffic control.)	1 LS	\$ <u>27,600.00</u>
<b>TOTAL LUMP SUM BASE BID AMOUNT</b>			\$ <u>585,945.00</u>
Words <u>Five hundred eighty five thousand nine hundred forty five dollars &amp; 00/100ths</u>			

\*All work items not specifically mentioned above, but required by the contract documents, shall be considered incidental to the other work and not be paid for separately.

**ALTERNATES**

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
ADDITIVE ALT. #1	Cupolas: Add ONLY the labor, equipment and material costs necessary for the construction and installation of the pavilion cupolas.	3 EA	\$ <u>1850.00</u>	\$ <u>5550.00</u>
ADDITIVE ALT. #2	Optional Electrical: Add ONLY the labor, equipment and material costs necessary for the extensions of wiring and conduit to, as well as installation of outlets at, all pavilion column cutouts.	1 LS	\$ <u>6300.00</u>	\$ <u>6300.00</u>
ADDITIVE ALT. #3	Lighting: Add ONLY the labor, equipment and material costs necessary for the wiring and installation of pavilion lights.	12 EA	\$ <u>550.60</u>	\$ <u>6600.00</u>
ADDITIVE ALT. #4	Ceiling Fans: Add ONLY the labor, equipment and material costs necessary for the wiring and installation of pavilion ceiling fans.	7 EA	\$ <u>1050.00</u>	\$ <u>7350.00</u>

In submitting this Bid, the bidder recognizes that the right is reserved by the City of Morristown to accept the Total Bid or any part, to negotiate with any Bidder, waive any formalities in the bidding, or to reject any or all bids.

**MERIT CONSTRUCTION, INC.**

Morristown Farmers Market  
City of Morristown, Tennessee

**BID SCHEDULE****BASE BID**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	TOTAL PRICE
A	Mobilization (maximum 3% of total base bid)	LS	\$ <u>20,097</u>
B	Site Preparation (Including excavation, backfill, fine grading, compaction, and borrow/excess material. All grading is considered unclassified.)	1 LS	\$ <u>8,253</u>
C	Erosion Control (Including inlet protection and site maintenance)	1 LS	\$ <u>2,500</u>
D	Pavillon (Including all labor and materials. Does <u>not</u> include optional cupolas detailed below.)	1 LS	\$ <u>365,000</u>
E	Pavilion Concrete Pad (Including all materials, labor, and finishing)	1 LS	\$ <u>60,000</u>
F	Restroom (Including all labor and materials necessary for site preparation only. Restroom structure to be provided by owner and placed by manufacturer.)	1 LS	\$ <u>8,050</u>
G	Pervious Concrete Paving (Including all stone, concrete, geotextile, and under drains)	1 LS	\$ <u>22,000</u>
H	Asphalt (Including stone, binder, and surface courses)	1 LS	\$ <u>81,000</u>
I	Curbing (Including all stand-alone locations)	1 LS	\$ <u>14,000</u>
J	Site Concrete (Including sidewalk, monolithic sidewalk and curb, sidewalk repair, and handicap ramps. Does <u>not</u> include pervious concrete pavement or pavilion concrete pad detailed above.)	1 LS	\$ <u>35,000</u>
K	Electrical (Including all labor, materials, and MUS fees for service extension, connections, meter, wiring, and conduit to restrooms and pavilion columns closest to restroom. Does <u>not</u> include any servicing of existing light poles or optional electrical items detailed below under additive alternates.)	1 LS	\$ <u>10,500</u>
L	Sewer Service (Including all labor, materials, and tap fees for service extension and connections)	1 LS	\$ <u>11,600</u>
M	Water Service (Including all labor, materials, and tap fees for service extension, connections, and meter)	1 LS	\$ <u>6,900</u>
N	Landscaping (Including all site stabilization, matting, mulching, and planting of all plants, shrubs, grasses, groundcover, and trees)	1 LS	\$ <u>10,000</u>

Project # 14.06503

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Morristown Farmers Market  
City of Morristown, Tennessee

O	Remaining Work (Includes equipment, labor and materials necessary to complete all other improvements per the project plans and specifications. Items include, but are not limited to, pavement striping, signage, and traffic control.)	1 LS	\$ <u>15,000</u>
<b>TOTAL LUMP SUM BASE BID AMOUNT</b>			\$ <u>669,900</u>
Words <u>SIX HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED</u>			

\*All work items not specifically mentioned above, but required by the contract documents, shall be considered incidental to the other work and not be paid for separately.

**ALTERNATES**

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
ADDITIVE ALT. #1	Cupolas: Add ONLY the labor, equipment and material costs necessary for the construction and installation of the pavilion cupolas.	3 EA	\$ <u>2,500</u>	\$ <u>7,500</u>
ADDITIVE ALT. #2	Optional Electrical: Add ONLY the labor, equipment and material costs necessary for the extensions of wiring and conduit to, as well as installation of outlets at, all pavilion column cutouts.	1 LS	\$ <u>6,500</u>	\$ <u>6,500</u>
ADDITIVE ALT. #3	Lighting: Add ONLY the labor, equipment and material costs necessary for the wiring and installation of pavilion lights.	12 EA	\$ <u>575</u>	\$ <u>6,900</u>
ADDITIVE ALT. #4	Ceiling Fans: Add ONLY the labor, equipment and material costs necessary for the wiring and installation of pavilion ceiling fans.	7 EA	\$ <u>1,150</u>	\$ <u>8,050</u>

In submitting this Bid, the bidder recognizes that the right is reserved by the City of Morristown to accept the Total Bid or any part, to negotiate with any Bidder, waive any formalities in the bidding, or to reject any or all bids.



02/24/2015 15:49  
khinkle

\*\*\*CITY OF MORRISTOWN\*\*\*

P 1  
rgentpst

REQUISITION

15001890-00 FY 2015

BILL TO

City of Morristown -----  
400 Dice Street -----  
MORRISTOWN, TN 37813  
ccummings@mymorristown.com

VENDOR

M P H IND INC  
316 EAST NINTH STREET

OWENSBORO, KY 42303

Tel# 866-629-9250  
Fax# 270-685-6288

Purchase Order  
15001771

SHIP TO

City of Morristown  
400 Dice Street  
ccummings@mymorristown.com  
Morristown, TN 37813  
ccummings@mymorristown.com

Delivery Reference  
KENNETH HINKLE

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
02/20/15	011871			42120

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	* PATROL * - QTY-25-DESC: PYTHON III KA DUAL ANTENNA RADAR PACKAGE (INCLUDES RADAR, ANTENNAS, TUNING FORKS, SPEEDO INTERFACE, MOUNTING BRACKETS (CUSTOM), OPER MANUAL AND 3YR WARRANTY -	25.00	Each	1865.000	46,625.00

Additional Description Notes

PER BID 030414 (MOVING & STATIONARY RADAR)-ALSO QUOTE KYMCQ1716 - MOUNTS TO  
REQ TOTAL 46,625.00

\*\* END OF REPORT - Generated by Kenneth Hinkle \*\*



**MPH Industries**  
316 East 9th Street - Owensboro KY 42303 -  
866.674.7378 x9  
Fax 270-685-6288  
kkalvey@mphindustries.com

## QUOTE

Date	Quote Number
02/19/15	KYMCQ1716

**Sold To:** Morristown Police Dept  
Corporal Kenneth Hinkle  
100 West 1st North  
Morristown, TN 37816

**Email:** psn@mymorristown.com  
**Phone:** (423)585-4681  
**Fax:** (423)587-9518

**Ship To:** Morristown Police Dept  
Corporal Kenneth Hinkle  
100 West 1st North  
Morristown, TN 37816

**Phone:** (423)585-4681  
**Fax:** (423)587-9518

Terms	Rep	P.O. Number
N30	Kelly Conrad	

Qty	Description	Unit Price	Ext. Price
25	Python III Ka-Band Dual Antenna Radar Package includes: radar, antennas, mounting brackets, cables, speedometer interface, operators manual, two certified tuning forks, and a 3 yr limited factory warranty	\$1,865.00	\$46,625.00

**TAX NOT INCLUDED IF APPLICABLE**

SubTotal	\$46,625.00
Sales Tax	\$0.00
Shipping	\$0.00
<b>Total</b>	<b>\$46,625.00</b>



---

**PURCHASING DEPARTMENT**

**INVITATION TO BID**

**March 14, 2014**

**Scaled bids must be received prior to the time and date specified below. Time shall be defined as the prevailing local time at the site of the bid opening. Bids received after said time and date will not be considered.**

**Request Number: 040314**

**Opening Date: 04-03-14**

**Buyer: Sheila Shoun**

**Opening Time: 10:00 A. M.**

**Place: Community Room  
100 West First North Street  
Morristown, TN**

**Proposals must be returned in a sealed envelope addressed as follows:**

**Mail  
City of Morristown  
Purchasing Department  
PO Box 647  
Morristown, TN 37815-0647**

**Hand Carry  
City of Morristown  
Purchasing Department  
100 West First North Street  
Morristown, TN 37814**

**Envelopes must be sealed and clearly marked "Bid on 040314 Stationary and Moving Radar"**

# **Bid Specifications for Stationary and Moving Radar**

## **A. Purpose**

The purpose of the specifications is to establish a minimum standard of quality for radar units to be used by the Morristown Police Department's Patrol Units.

## **B. Scope**

The design of the radar unit shall use the state-of-the-art technology including Ka-band operation with all signal processing performed by a Digital Signal Processing microprocessor allowing future software upgrades by replacing a plug in memory module.

The specifications provide for a Doppler radar that will operate either in stationary or moving mode. In stationary mode, the radar will measure, compute, and display the speed of either an approaching or receding target vehicle from a stationary position.

In opposite lane moving mode, the radar will measure, compute, and display the speed of either an opposite lane approaching target or an opposite lane receding target.

In same lane moving mode, the radar will measure, compute, and display the speed of 1) a rearward same lane approaching target 2) a rearward same lane receding target, 3) a forward same lane approaching target, or 4) a forward same lane receding target.

## **C. Applicable Reference**

The unit shall conform to the National Highway Traffic Safety Administration (NHTSA) "Model Minimum Performance Specifications for Police Traffic radar Devices" shall be on the latest published CPL (Consumer Products List) of the I.A.C.P. (International Association of Chiefs of Police), and shall operate on a Ka band frequency.

## **D. Radar Bid Requirements**

### **1. Production Model**

The basic design of all equipment offered shall have been in full commercial production. No "brand new" or prototype models will be considered.

### **2. Certification**

All radar units furnished under any resulting contract shall be factory certified as to their accuracy with test procedures in conformance with the National Bureau of Standards

## **E. Radar Specifications**

- 1. The radar units shall consist of the following items:**
  - a. Front antenna and antenna cable (cable to have connectors at both ends)**
  - b. Rear antenna and antenna cable (cable to have connectors at both ends)**
  - c. Display/counting unit with removable power cord**
  - d. Corded or cordless hand controller**
  - e. Two tuning forks**
  - f. Required mounting hardware (2002-2011 Ford Crown Victoria or 2013 and up Dodge Charger)**
  - g. Operators manual**
- 2. True Digital Signal Processing (real DSP) which allows Radar to monitor all targets in the radar beam simultaneously**
- 3. Radar must contain as a minimum the following functions and controls:**
  - Power Range Control Antenna Select**
  - Test Moving/Stationary Volume Control**
  - Squelch Patrol Blanking Antenna Standby**
  - RFI Detect Low Voltage Sensing Lock/Release**
  - RS-232 Communication Port**
- 4. Radar remote should be simple to use and not crowded with infrequently used functions so that radar operator doesn't have to take his/her eyes off the road. The hand control must be easily operated while driving a Patrol vehicle. Therefore minimal functions should be on controller. Antenna selection, standby mode, s will contain**
- 5. Pushbuttons on the readout unit should be clearly labeled and can be operated with gloved hands.**
- 6. Audio signal must be a true representation of the Doppler signal generated by the target vehicle.**
- 7. Power:**
  - 10.8 to 16.5 Volts, 0.9 Amps ~ 13.6 V nominal.**
  - Fused cord and reverse polarity protection.**
- 8. Radar to be equipped with a speedometer Interface module.**
- 9. Target Distance:**
  - At least One mile range typical for an average size vehicle.**
  - Range may vary with vehicle size, terrain, weather, and**
  - Traffic conditions.**
- 10. Speed Display:**
  - Display should simultaneously display patrol, target, and locked speeds. Display should brighten automatically adjusting to the ambient light level.**

**11. Antennas:**

**Antenna modules shall consist of a circularly polarized, seamless, conical horn antenna and shatterproof microwave lens, housed in a rugged cylindrical aluminum housing.**

**F. Warranty and Repair Service**

**The manufacturer agrees to repair or replace (at its discretion) each unit that fails due to defective materials or workmanship for a period of three years from the date of purchase. Bid shall include routine maintenance and repair services for each unit provided for 36 months. Bid shall indicate the name address of the nearest repair facility for the radar unit being offered and the average number of days required to perform repairs.**

**G. Non-Restrictive Specifications**

**These bid specifications are non-restrictive and do not include any proprietary items, components, circuits, or devices which would preclude any radar manufacturer from producing radar to meet these specifications. All technical tolerances and other specified criteria contained within these specifications are considered to be state-of-the-art and are currently being met by commercially available radar components. The fact that a manufacturer chooses not to produce radar meeting these specifications should not be sufficient cause to adjudge these specifications restrictive.**

**J. Mounting Hardware**

**The mounting hardware will be specific to Either a 2013 and up Dodge Charger or a 2002 through 2011 Ford Crown Victoria. The mounting hardware will allow for the counting unit and display to be mounted securely. The antenna mounts will be attached securely to the front and rear windshield.**

## PROPOSAL FORM

The undersigned bidder agrees to furnish to the City of Morristown the following described Material as quoted:

Item#	Description	Qty	Each	Total	
01	Stationary and Moving Radar	10 - 20	\$1933.00 \$1833.00	\$1733.00 each \$1833.00 each	Python FS Enforcer
01	Stationary and Moving Radar	20 - 30	\$1865.00 \$1765.00	\$1865.00 each \$1765.00 each	Python FS Enforcer
01	Stationary and Moving Radar	30 - 40	\$1775.00 \$1675.00	\$1775.00 each \$1675.00 each	Python FS Enforcer

Note: models offered are MPH Industries Python III FS and Enforcer radars. Each has two Ka-band antennas and speedometer interface

Each bidder must include make and model of unit being quoted. If quoting alternate unit complete literature describing the product being quoted must accompany the quotation. No Exception.

Delivery time not to exceed 45 calendar days after receipt of purchase order. These specifications are minimum and are intended to establish a standard of quality and performance. Alternate designs must meet or exceed such standards to be considered in compliance with the specifications.

The City of Morristown reserves the right to accept or reject any and/or all bids, or parts thereof and to waive formalities. Complete specifications for items being bid must accompany the quotation. Quotations are requested for the items described in accordance with terms set forth herein. ALL QUOTATIONS MUST BE F.O.B. DESTINATION AND INCLUDE BOXING AND CARTAGE TO DELIVERY STATED BELOW. NO EXCEPTIONS.

Bidder's terms: Net 30 days Quotations must remain firm for a minimum of {12} twelve months.

In submitting this quotation, the vendor agrees that acceptance of any and/or all quotations by the Purchasing Department within a reasonable period constitute a contract.

NAME OF FIRM MPH Industries, Inc.

BY  John Broxon TITLE President  
(MUST BE SIGNED)

MAILING ADDRESS 316 East Ninth Street, Owensboro, KY 42303

PHONE 888-689-9222 FAX 270-685-6288

DELIVERY DATE 30-45 days ARO

ENVELOPE MUST BE SEALED AND CLEARLY MARKED "BID on Stationary and Moving Radar 040314"

For any questions regarding this bid, please contact Kelly Conrad at 270-313-6980 or [kconrad@mphindustries.com](mailto:kconrad@mphindustries.com)

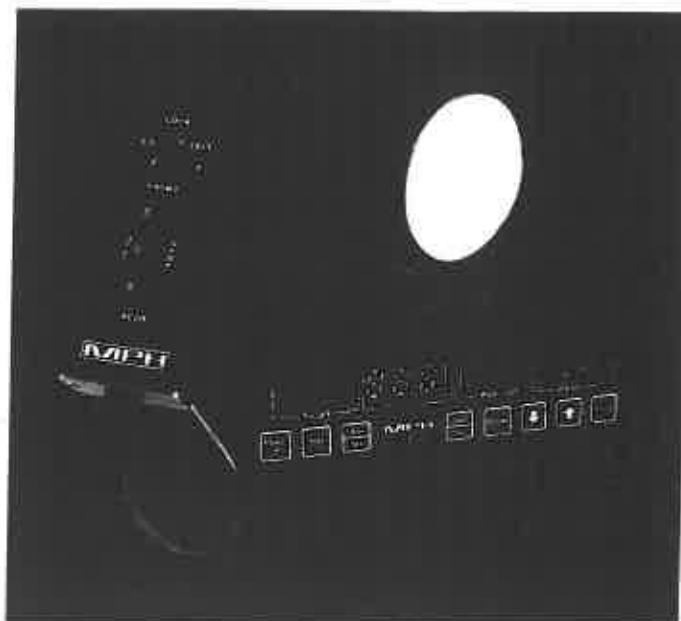
[Return to Agenda](#)

# **MPH Radar Python® Series III**

## **Moving Radar System**

### **Updated version of the best-selling basic DSP radar!**

The classic *Python* radar system has been completely redesigned for the 21st century. The smaller readout unit has a completely new look, with bigger, easier-to-read displays. The K-band antenna unit is the smallest on the market. The simple remote control still allows you to keep your eyes on the road where they should be instead of fishing for buttons. The new Python accepts MPH's speedometer interface module, the only one that doesn't force you to modify your cruiser. The radar is also available in an "FS" model with fastest vehicle and same direction modes. The Python III is simply the best basic radar package available, with great looks, lots of range, and more features than ever.



#### **Features**

- |                                                                          |                                                                                                                  |
|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| <i>Smaller readout with larger displays</i> .....                        | <i>Easy to read, while taking up less dash space. Its speed displays are the largest of any radar.</i>           |
| <i>Smaller K-band antenna</i> .....                                      | <i>More flexibility of mounting locations.</i>                                                                   |
| <i>Uncluttered remote control</i> .....                                  | <i>Lets you operate the radar without taking your eyes off the road. Buttons can be easily operated by feel.</i> |
| <i>Intuitive roadway-style mode display</i> .....                        | <i>Shows you the radar's operating mode in the most understandable way.</i>                                      |
| <i>X, K, and Ka-band versions</i> .....                                  | <i>Choose the radar band that's right for you.</i>                                                               |
| <i>Optional same direction and fastest modes</i> .....                   | <i>Add more features as you need them to meet your patrol needs.</i>                                             |
| <i>Same display configuration as BEE III™ and Enforcer® radars</i> ..... | <i>Simplifies your operator training program.</i>                                                                |
| <i>Software upgradable from data port</i> .....                          | <i>Add fastest vehicle mode or same direction or other features anytime after you buy it.</i>                    |
| <i>Optional speedometer interface</i> .....                              | <i>Eliminate false patrol speed readings. Installs with no modification to vehicle.</i>                          |

#### **Benefits**

## **Tens of thousands of Pythons in use nationwide!**

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# Python® Series III Moving Radar System

**Description:** The Python Series III Moving Radar is designed for convenient use by law enforcement agencies in the measurement of the speed of motor vehicles. It operates from stationary or moving patrol vehicles. Python uses the well known and legally-accepted Doppler principle. The radar has been type accepted by the Federal Communications Commission and conforms to all NHTSA specifications. Python is available in X, K, or Ka-band.

## Special Features

- Python utilizes true Digital Signal Processing (real DSP), which allows it to monitor all targets in the radar beam simultaneously. Inferior techniques, which are simply advanced analog processing methods masquerading as DSP, cannot match the performance of the Python.
- Python is the simplest traffic radar available. No moving radar ever designed can match the Python's simplicity. The remote control is not crowded with infrequently used functions, so the radar operator doesn't have to take his/her eyes off the road. The pushbuttons on the readout unit are clearly labeled and can be operated with gloved hands.
- Python contains MPH's exclusive high-quality Doppler audio. This court-proven feature is a true indicator of the quality of the target's return signal. The volume increases when the signal strength increases, and any interfering targets that are present become apparent immediately.
- The reliability and accuracy of the Python are guaranteed by MPH Industries. MPH has led the police radar market with products like K-55 and S-80 for over twenty years. The Python also conforms to NHTSA radar specifications.
- Python contains the following functions and controls:

Power	Range Control	Antenna Select
Test	Moving/Stationary	Volume Control
Squelch	Patrol Blanking	Antenna Standby
RFI Detect	Low Voltage Sensing	Lock/Release
RS-232 Communication Port		

## General Specifications

**Power:** 10.8 to 16.5 Volts, 0.9 Amps <sup>TM</sup> 13.6 V nominal.  
Fused cord and reverse polarity protection.

### Operating modes and speed ranges:

The basic Python Series III is equipped with stationary mode and opposite-direction moving mode software.

As an option, you may purchase the "FS" version of the radar, which adds fastest vehicle mode and same direction moving mode to the radar.

Both versions are equipped with a City/Highway mode to minimize patrol speed errors in low speed and highway speed conditions.

Both versions also accept MPH's speedometer interface module. The speedometer interface gets approximate vehicle speed information from the patrol vehicle and uses it to help the radar make decisions about the correct patrol speed. When it is used, the radar's City/Highway mode is selected automatically by the radar, based on the speedometer speed. The Python is also capable of higher patrol speeds when the speedometer interface is used.

### Target Distance:

One mile range typical for an average size vehicle. Range varies with vehicle size, terrain, weather, and traffic conditions.

### Speed Display:

Three LED windows simultaneously display patrol, target, and locked speeds. Display brightness automatically adjusts to the ambient light level. All speed displays are 0.4 inches tall.

### Readout Size:

1.6 in. High, 6.5 in. Wide, 4.9 in. Deep.

### Antennas:

All antenna modules consist of a circularly polarized, seamless, conical horn antenna and shatterproof microwave lens, contained in a rugged cylindrical aluminum housing.



**316 E. Ninth Street Phone: (888) 689-9222**  
**Owensboro, KY 42303 Fax: (270) 685-6288**

**Our Company:** MPH Industries, Inc. specializes in gathering evidence inside of police vehicles. Formed in 1975, MPH is one of the largest suppliers of radar equipment to law enforcement worldwide. MPH also manufactures the DocuCam line of in-car video equipment and serves the highway and rail transportation industries. MPH Industries is a subsidiary of MPD, Inc., a manufacturer of aerospace components and subsystems, electronic components and breath alcohol analyzers.



# We are a 100% Employee-owned US Company!

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# MPH Radar

## Enforcer™ Moving Radar System with Manual Same Direction & Fastest Modes

Along with the BEE III, the Enforcer is the most compact radar available. It has the smallest detachable display, while retaining larger multicolored speed windows. Enforcer also has the smallest available antennas, and it is waterproof. Both pieces can be mounted anywhere in the patrol vehicle.

Enforcer is equipped with manual same direction mode, allowing economical access to same direction measurements. The radar also has fastest vehicle mode for detecting speeders in the presence of larger vehicles. Its wired remote control has specially-contoured buttons to make it easy to run radar while driving. The design of the Enforcer sets it apart from competing radars.

Waterproof motorcycle version available.



### Features

### Benefits

- |                                                          |                                                                                                                                                                    |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Manual same direction mode</b> .....                  | <i>Control speeding in all traffic lanes and patrol roadways where turning around isn't practical.</i>                                                             |
| <b>Fastest target mode</b> .....                         | <i>No more hiding in a semi's shadow.</i>                                                                                                                          |
| <b>POP™ technology</b> .....                             | <i>Patent-pending technology can measure traffic speeds without setting off radar detectors.</i>                                                                   |
| <b>Tiny display with easy-to-read LED displays</b> ..... | <i>Detachable display unit is small enough to mount anywhere in the vehicle, but has speed windows that are easily distinguished by size, location, and color.</i> |
| <b>Ergonomic wired remote control</b> .....              | <i>Each major function has a uniquely-contoured switch, so the radar can be operated without having to look at the remote.</i>                                     |
| <b>Black equipment housings</b> .....                    | <i>Radar blends into the vehicle's interior until you're ready to use it. All-black, waterproof antenna housing makes covert operation easy.</i>                   |
| <b>Digital signal processing</b> .....                   | <i>Reliable, jammer-proof, and maintenance free.</i>                                                                                                               |
| <b>Fully upgradeable to the BEE III</b> .....            | <i>This only requires a software change. Enforcer adapts to your department's needs.</i>                                                                           |

**The Company:** MPH Industries, Inc. specializes in velocity measurement. Formed in 1975, MPH is one of the largest suppliers of Doppler radars to Law Enforcement worldwide. MPH also serves the highway and rail transportation industries, education and sports. MPH Industries is a subsidiary of MPD, Inc., a manufacturer of aerospace components and subsystems, electronic components and breath alcohol analyzers.

# Enforcer™ Moving Traffic Radar

**Description:** A multi-piece radar with detachable display unit and wired remote control. The ergonomic design of the remote control ensures comfort, even after hours of use. Each major control function has its own uniquely-contoured switch, so the operator never needs to take his eyes off the road to look at the controls. All minor functions are controlled using unobtrusive, secondary switches on the remote. Unique features include the multi-color display, green for patrol, red for target, and yellow for the lock/fastest window. Same and opposite direction speed-sensing, moving and stationary modes, fastest and strongest target are all included. POP feature permits speed measurements without alerting radar detectors.

## Special Features

- Enforcer is the most compact radar available. It has the smallest detachable display, while retaining large multi-colored speed windows. Enforcer has the smallest conical Ka-band antenna available, which is also weatherproof. The display and antenna can mount anywhere in any patrol vehicle.
- POP™ mode (patent pending) allows the operator to measure the speed of potential violators in stationary mode without setting off a single radar detector.
- Same direction and fastest vehicle modes allow the officer to measure the speed of any vehicle while patrolling, regardless of its direction.
- Selectable City and Highway modes help minimize shadowing and combining.
- The wired remote control ensures that the operator doesn't have to point the remote control at the radar. Wireless remote optional.
- The reliability and accuracy of the Enforcer are guaranteed by MPH Industries, serving law enforcement with products like the Python and K-55 for over twenty-five years.
- Enforcer contains the following functions and controls:

Power	Range Control	Antenna Select
Test	Stationary Mode	Volume Control
Squelch	Patrol Blanking	Antenna Standby
Error Detect	Same/Opposite Direction	Lock/Release
RS-232 Communication Port		Fastest/Slower

## General Specifications

**Power:** 10.8 to 16.5 Volts DC, 0.9 Amps @ 13.6 V nominal.  
Fused power cable. Reverse polarity protection.

### Speed Range:

#### Stationary:

Target: 15 to 200 mph

#### Opposite direction moving:

Patrol: 12 to 90 mph (up to 80 mph in City mode)

Target: 15 mph to 200 mph closing speed

#### Same direction moving:

Patrol: 20 to 90 mph (up to 80 mph in City mode)

Target: ± 70% of patrol speed (will not measure speeds within 3 mph of patrol speed)

### Target Distance:

One mile range typical for an average size vehicle. Range varies with vehicle size, terrain, weather, and traffic conditions. (Range is lower in same direction mode.)

### Speed Display:

Three LED windows simultaneously display patrol, target, and locked or fastest target speeds. Display brightness automatically adjusts to the ambient light level.

### Display Unit Size:

1 1/2 in. high, 5 in. wide, 2 3/4 in. deep.

### Antenna:

**Frequency:** 33.8GHz ± 100 MHz (Ka-band)

**Type:** Circularly polarized, with seamless conical horn and Rexolite microwave lens.

**Enclosure:** All-aluminum housing with a waterproof polycarbonate radome cover incorporating O-ring seals.

**Source:** Solid state Gunn-effect diode transmitter with a nominal output power level of 12 to 30 mW.

**Power Density:** Radiated power is less than 2 mW/cm<sup>2</sup> at 5 cm. distance from the antenna.

**Mixer Diode:** Schottky barrier type related for 100 mW burnout.



**MPH Industries, Inc.**

**316 E. Ninth Street  
Owensboro, KY 42303**

**Phone: (888) 689-9222  
Fax: (270) 685-6288**



02/24/2015 15:52  
khinkle

\*\*\*CITY OF MORRISTOWN\*\*\*

P 1  
rqentpst

REQUISITION

15001891-00 FY 2015

BILL TO

City of Morristown  
400 Dice Street

MORRISTOWN, TN 37813  
ccummings@mymorristown.com

VENDOR

10-8 VIDEO LLC  
PO BOX 427

FAYETTEVILLE, TN 37334  
USA

Tel# 888-788-1048  
Fax# 931-233-1263

Purchase Order  
15001770

SHIP TO

City of Morristown  
400 Dice Street  
ccummings@mymorristown.com  
Morristown, TN 37813  
ccummings@mymorristown.com

Delivery Reference  
KENNETH HINKLE

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
02/20/15	006640			42120	
LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	* PATROL * - QTY-15-ITEM:1200-002-SD2+ 2-PER QUOTE 2275	15.00	Each	1795.000	24,232.50

REQ TOTAL 24,232.50

\*\* END OF REPORT - Generated by Kenneth Hinkle \*\*

10-8 Video LLC  
PO Box 427  
Fayetteville, TN 37334

(888)788-1048  
sales@10-8video.com  
http://10-8video.com



## Quote

Date	Quote No
02/09/2015	2275
Exp Date	

### Address

Cpl Kenneth Hinkle  
Morristown Police Department  
400 Dice St  
Morristown, TN 37813

		Ship Via	P O Number	Sales Rep
		UPS	TBD	DR
Item	Activity	Quantity	Rate	Amount
1200-002 SD2+2	• In-Car Camera System w/ 2 Channel DVR, WDR Color Front Camera, Rear CCD Color Camera, 4.5" Mirror/Monitor, GPS, G Sensor and 2.4 ghz Microphone, 8GB SD Card.	15	1,795.00	26,925.00
Thank You for your inquiry. Stay Safe!			SubTotal	\$26,925.00
			Discount (10%)	\$ -2,692.50
			Total	\$24,232.50

Accepted By

Accepted Date

(888)788-1048

10-8 Video LLC

sales@10-8video.com

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1423 Huntsville Hwy Fayetteville, TN. 37334  
888-788-1048 fax 931-233-1263

February 1, 2015

Cpl Kenneth Hinkle  
400 Deice St  
Morristown, TN 37813

Dear Corporal Hinkle,

This letter is to confirm that the ***10-8 Video In-car camera system***, and the specification of the same, are not available anywhere but from 10-8 Video. We are the manufacturer of said equipment and as such, the sole source of this system.

Sincerely,

Debbie Ragsdale

Debbie Ragsdale  
CFO, 10-8 Video, LLC

Annual Support Agreement and License Agreement for Munis® Software

This Annual Support Agreement and License Agreement for Munis® Software ("Support Agreement") is made by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the client named in the attached invoice ("Client").

WHEREAS, Tyler and Client are parties to an original agreement ("Agreement"); and

WHEREAS, Tyler and Client desire to renew the maintenance services term under the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. Tyler shall provide maintenance services to Client, as specified in the Agreement and Tyler's then-current support call process, during the period set forth in the attached invoice.
2. Client shall remit to Tyler maintenance fees in the amount set forth in the attached invoice.
3. Maintenance services will renew automatically for additional one (1) year terms at Tyler's then-current maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.
4. This Support Agreement shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Agreement as of the dates set forth below.

Tyler Technologies, Inc.  
ERP and School Division

By: Christopher P. Hepburn

Name: Christopher P. Hepburn

Title: Senior Vice President

Client: City of Monrovia

By: Larry Clark

Name: Larry Clark

Title: Administrative Services Dir.

Date: \_\_\_\_\_





**Remittance:**  
Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

# Invoice

Invoice No	Date	Page
045-126420	03/01/2015	1 of 2

**Empowering people who serve the public®**

## Questions:

Tyler Technologies - ERP & Schools  
Phone: 1-800-772-2260 Press 2, then 1  
Fax: 1-866-673-3274  
Email: ar@tylertech.com



Bill To: CITY OF MORRISTOWN  
ATTN: Debbie Stamper  
PO BOX 1499  
MORRISTOWN, TN 37816-1499

Ship To: CITY OF MORRISTOWN  
ATTN: Debbie Stamper  
PO BOX 1499  
MORRISTOWN, TN 37816-1499

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
2842	62515		USD	NET30	03/31/2015

Date	Description	Units	Rate	Extended Price
Contract No.: MORRISTON, CITY OF				
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	1,675.76	1,675.76
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - INVENTORY	1	1,996.11	1,996.11
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	2,150.54	2,150.54
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	1,842.95	1,842.95
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD	1	519.75	519.75
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	1,396.26	1,396.26
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - PAYROLL	1	3,239.21	3,239.21
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	2,150.54	2,150.54
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	TYLER FORM PROCESSING SUPPORT	1	2,326.66	2,326.66
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - TAX ADMINISTRATION	1	2,350.92	2,350.92
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	8,098.01	8,098.01
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	837.24	837.24
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES	1	1,675.76	1,675.76
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS	1	1,494.53	1,494.53
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	1,396.26	1,396.26
	Maintenance: Start: 01/Apr/2015, End: 31/Mar/2016			



Empowering people who serve the public®

**Remittance:**  
Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

## Invoice

Invoice No	Date	Page
045-126420	03/01/2015	2 of 2

### Questions:

Tyler Technologies - ERP & Schools  
Phone: 1-800-772-2260 Press 2, then 1  
Fax: 1-866-673-3274  
Email: [ar@tylertech.com](mailto:ar@tylertech.com)

Bill To: CITY OF MORRISTOWN  
ATTN: Debbie Stamper  
PO BOX 1499  
MORRISTOWN, TN 37816-1499

Ship To: CITY OF MORRISTOWN  
ATTN: Debbie Stamper  
PO BOX 1499  
MORRISTOWN, TN 37816-1499

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
2842	62515		USD	NET30	03/31/2015
Date	Description	Units	Rate	Extended Price	



### \*\*ATTENTION\*\*

Order your checks and forms from  
Tyler Business Forms at 877-749-2090 or  
[tylerbusinessforms.com](http://tylerbusinessforms.com) to guarantee  
100% compliance with your software.

Subtotal	33,150.50
Sales Tax	0.00
Invoice Total	33,150.50

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Agreement Number

Full Legal Name of Customer	DBA Name of Customer	Tax ID # (FEIN/TIN)	
PO BOX 647	MORRISTOWN	TN	37815-0647
Billing Address: Street	City	State	Zip+4
	( ) ext	21680026867	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
415 W LOUISE AVE	MORRISTOWN	TN	37813-2213
Installation Address (If different from billing address) : Street	City	State	Zip+4
Casey Cummings	(423) 585 4622 ext	16029897861	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	

## Delivery CAN #

Qty	Business Solution Description
	<b>Mail Stream Solution - 1</b>
1	DM125 Desktop Mailing System
1	IntelliLink Interface / PSD for DM125 / DM225
1	Basic Accounting (10 Dept)
1	2lb Integrated Weighing
1	Integrated Weighing Platform
1	Moistener for DM125
1	pbSmartPostage Free
1	IntelliLink Subscription

☒ **Service Level Agreement**  
 Tier 2 - Provides Standard SLA plus Training and printhead replacement

☐ **Software Maintenance (additional terms apply) - Provides revision updates & technical assistance**

☒ **Soft-Guard® Subscription - Provides postal and carrier updates**  
 If you do not choose Soft-Guard protection with your lease, you will automatically receive updates at PBI's current rates.

☒ **IntelliLink® Subscription/ Meter Rental - Provides simplified billing and includes postage resets**  
☐ **Value Based Services**  
☐ **Purchase Power® credit line**

☐ **Permit Mail Payment Service - Allows you to consolidate permit postage with metered postage under one account.** As a permit mail user, we need USPS forms 6001, 6002, and 6003, along with the Permit Enrollment form, to activate your Permit Mail Payment service.

Number Of Months		Monthly Amount	Billed Quarterly At*
First	60	\$46.97	\$140.91

( ) Required advance check of \$( ) received  
Tax Exempt# State Tax (If applicable)  
( ) Tax Exempt Certificate Attached  
( ) Tax Exempt Certificate Not Required

**Non-Appropriations.** You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including those located in the NJFA Contract Number 043012-PIT, effective date July 11, 2012 which are available at [www.pbc.com/states/njfa](http://www.pbc.com/states/njfa) and are incorporated by reference. The lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below.

Customer Signature	Date
Casey Cummings	Puchasing Asst
Print Name	Email Address
	ccummings@mymorristown.com

Christopher Keyworth	473	
Account Rep Name	District Office	PBGFS Acceptance

February 26, 2015

Mr. Anthony Cox  
City Administrator  
City of Morristown, Tennessee  
100 W. 1<sup>st</sup> Street North  
Morristown, TN 37816

Reference: Morristown Stormwater Capital Improvements Program  
5-Points at SR-343 Drainage Improvements  
Proposal to Provide Design, Permitting, and Bidding Services

Dear Mr. Cox:

This letter is intended to:

- a. Review the status of the 5-Points Stormwater Improvements project,
- b. Provide a proposal for proceeding.

As you know, the 5-Points at SR-343 Stormwater Improvement Project was designed in 2013 and the City began the process of purchasing easements to support the construction. There was some difficulty in securing all of the easements that delayed the start of the project. Shortly thereafter, the potential scope of the Freshour Culvert improvement project was developed and decided decision was made to put the 5-Points project on hold until the Freshour Culvert was addressed.

Recently the City received a site plan for a grocery store that redevelops the properties on the west side of SR-343 and includes a portion of the work that had been part of the 5-Points project. The proposed site plan includes curb and gutter, catch basins and pipe on the west side of SR-343 with the collected stormwater discharging at the same location as had been proposed in the 5-Points Project. The 5-Points Project included a drainage system that would collect and convey stormwater from the intersection of Liberty Hill Road and SR-343 that is not included in the site plan for the new development. The City has asked LDA to revisit the original 5-Points design and provide construction documents to complete the intersection drainage system by connecting it into the drainage system that will be provided as part of the site development project.

LDA will utilize the original 5-Points design as much as possible and make revisions as necessary to complete the drainage improvements at the intersection and connect to the drainage system proposed by the grocery store development. We will renew the permit with the Tennessee Department of Transportation to construct within the right-of-way of SR-343.

Our proposed scope of services is as follows:

- a. Complete Construction Document for the drainage of the intersection of Liberty Hill Road at SR-343 (including plans and specifications)  
\$8,300
- b. Permits (Renew TDOT Permit to construct within the Right-of-Way of SR-343)  
\$1,000
- c. Bid services  
\$5,000

We propose to provide the scope of services outlined above for a lump sum fee of \$14,300.00. It is assumed that easements required for this construction were purchased in the original 5-Point project.

If you have any questions or comments regarding this status report and proposal, please feel free to contact us.

Sincerely,



Greg Jones, P.E.  
Vice President  
Client Service Manager

GJ:mrc

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED:

By: \_\_\_\_\_

Date: \_\_\_\_\_

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**From the Desk of**

**Debbie Stamey**

City Clerk/Executive Secretary  
(423) 585-4603 Fax (423) 585-2792  
e-mail [dstamey@mymorristown.com](mailto:dstamey@mymorristown.com)

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**TO: MAYOR & COUNCILMEMBERS**

**RE: APPOINTMENT OF BOARD/COMMISSION MEMBER**

**DATE:** ~~February 13, 2015,~~ February 27, 2015

The following Board/Commission Member's terms will expire on March 1, 2015. This is a Mayoral appointment or re-appointment scheduled for the ~~February 17, 2015~~ March 3, 2015 City Council meeting.

**Morristown Planning Commission**

Term(s) expiring:      a. Katy Tindall Klose  
                                 b. Jim Beelaert

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**From the Desk of**

**Debbie Stamey**

**City Clerk/Executive Assistant**

**(423) 585-4603 Fax (423) 585-2792**

**e-mail [dstamey@mymorristown.com](mailto:dstamey@mymorristown.com)**

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**TO:** Mayor and City Councilmembers

**RE: Appointment to fill the remaining term of Eddie Yount on the  
Parks & Recreation Advisory Board**

**DATE:** February 27, 2015

Mr. Eddie Yount has resigned his position on the Parks & Recreation Advisory Board.

{This is a City Council appointment for the remainder of the term held by Mr. Yount, which will expire on 6/1/2016, scheduled for the March 3, 2015, City Council meeting.}