

WORK SESSION
August 15, 2023
4:00 p.m.

1. Agenda Review and Citizen Forum

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
August 15, 2023
5:00 p.m.

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Reverend Jacqui Griffin, Morristown Police Dept. Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **ADOPTION OF AGENDA**

6. **PROCLAMATIONS/PRESENTATIONS**

1. Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting (ACFR) for Fiscal Year Ended June 30, 2022.

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

8. **APPROVAL OF MINUTES**

1. August 1, 2023

9. **OLD BUSINESS**

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

10. **NEW BUSINESS**

10-a. Resolutions

1. Resolution No. 2023-15
Resolution to approve an amended site plan, specifically Lot 2, of the Mixed-Use Master Plan originally adopted in 2007 to be constructed at the intersection of Cherokee Drive and Walters.
2. Resolution No. 2023-16
Initial Resolution authorizing the issuance of not to exceed ten million dollars (\$10,000,000) General Obligation Bonds of the City of Morristown, Tennessee or authorizing the City to enter into a loan agreement with a public building authority and to secure the annual payments thereunder through a pledge of the city's full faith and credit taxing power.
3. Resolution No. 2023-17
A Resolution authorizing the issuance of General Obligation Bonds of the City of Morristown, Tennessee in the aggregate principal amount of not to exceed \$10,000,000, in one or more series; making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds.

10-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of a portion of Hamblen County Tennessee Tax Parcel # 034G A 01702 000 (East Andrew Johnson Hwy/Chestnut Ave.) **{Public Hearing Date September 5, 2023}**

10-c. Awarding of Bids/Contracts

1. Approval of Inspection and Maintenance Agreement (I&M) between the City of Morristown and Broadway Investment Company, LLC dba Dollar General, The Downs at Wallace Farms.
2. Acceptance of donation of a vest for Morristown Police Department's K9 Rossi from Vested Interest in K9, Inc. at a value of \$1,000.
3. Approval to apply for the Tennessee Department of Transportation – Statewide Partnership Program Grant in an amount of \$300,000.00 for the Central Church Road Improvement Project.
4. Acknowledge receipt of proposals for CDBG Administration Services and authorize the execution of a Master Service Agreement with BluLynx Solutions.

5. Authorize Task Order Number 1 with BluLynx Solutions in the amount of \$8,500 for the completion of the Consolidated Annual Performance & Evaluation Report for CDBG Programs.
6. Authorize Task Order Number 2 with BluLynx Solutions in the amount of \$18,500 for the completion of the 2024-2028 Consolidated Plan for CDBG Programs.
7. Authorize purchase of one (1) 2023 Ford F250 Crew Cab 4WD Pickup, White via Statewide Contract (#209) totaling \$50,382.00 for Public Works Department.
8. Authorize purchase of a Ford Transit Van per the attached quote for \$51,743.98 from Duval Ford via an open governmental agreement between Duval Ford and Bradford County, Florida.
9. Authorize purchase of nine (9) Ford Interceptors per the attached quote for \$517,666.57 from Duval Ford via an open governmental agreement between Duval Ford and Bradford County, Florida.
10. Approve Change Order Number 2 to the contract with Eskola, LLC for a temporary roof solution and exploratory work in the amount of \$5,600 for the Rose Center Roof Replacement project.
11. Authorize the City Administrator to execute a task order with HB Clark Signature Disc Golf Course Design (HBC Group, LLC) in the amount of \$3,325.00 for the assessment of potential impacts of road access improvements to disc golf at Frank Lorino Park.
12. Authorize a purchase order for storm drain lining and related services per the attached quote from Portland Utilities Construction Co., LLC for \$69,250 via a publicly solicited and awarded bid by the Town of Brighton, Tennessee.
13. Approval of proposal from LDA Engineering to provide Professional Services for the Havley Springs Branch Stormwater Study in an amount not to exceed \$28,000 and authorize the City Administrator to enter into an agreement.
14. Approve the purchase of two (2) traffic cabinets from Temple, Inc. as a sole source provider in the amount of \$16,426.00.

10-d. Board/Commission Appointments

1. Mayor nomination and City Council approval of appointment to the Morristown Tree Board for a three (3) year term to expire on September 18, 2026; terms expiring Clarence Thompson and Terry Watterson.
2. Mayor nomination and City Council's approval of one Councilmember to the Tree Board to fill the unexpired term of Al A'Hearn; term expiring September 1, 2024.

10-e. New Issues

11. CITY ADMINISTRATOR'S REPORT

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

WORK SESSION August 15, 2023

1. Charter Review

City Council Meeting/Holiday Schedule.

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



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Morristown
Tennessee**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2022

Christopher P. Morrell

Executive Director/CEO

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
August 1, 2023
5:00 p.m.**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, August 1, 2023, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present; Al A'Hearn, Bob Garrett, Tommy Pedigo, Joseph Senter and Kay Senter. Absent; Chris Bivens.

Pastor John Paul Freitag, Morristown Police Dept. Senior Chaplain led in the invocation. Councilmember A'Hearn led the "Pledge of Allegiance"

Councilmember K. Senter made a motion to add under Old Business the discussion of Ordinance 4735, an Ordinance to close and vacate certain rights-of-ways within the City of Morristown as located along Combs Lane in the Eastern Quadrant of the City of Morristown and adopt the August 1, 2023 agenda. Councilmember Garrett seconded the motion and upon roll call; voted "aye".

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

Councilmember A'Hearn made a motion to approve the July 20, 2023 minutes as circulated. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to bring back from the table for consideration Ordinance 4735 and schedule a Public Hearing and second reading at the first available meeting once advertising requirements have been met.

Ordinance No. 4735

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

A Public Hearing was held relating to Ordinance No. 4756. No one spoke.

Councilmember K. Senter made a motion to approve Ordinance No. 4756 on its second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4756

Entitled an Ordinance to Repeal Ordinance No. 4743 and replace with Ordinance 4756 to annex certain territory

and to incorporate same within the corporate boundaries of the city of Morristown, Tennessee. Annexation of property being Hamblen County Tax Parcel ID #040K C 013.00 and currently addressed 4126 Martha's Vineyard.

A Public Hearing was held relating to Resolution No. 2023-12. No one spoke.

Councilmember K. Senter made a motion to approve Resolution No. 2023-12. Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

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

Councilmember A'Hearn made a motion to approve Resolution No. 2023-13. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

**Resolution No. 2023-13
A Resolution of The City Council of Morristown, Tennessee authorizing the City of Morristown to participate in Public Entity Partners "Safety Partners" Matching Grant Program.**

Councilmember Pedigo made a motion to approve Resolution No. 2023-14. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

**Resolution No. 2023-14
A Resolution declaring the intent of the City of Morristown to reimburse itself for certain expenditures relating to Public Works projects with the proceeds of tax-exempt debt obligations to be issued by the City of Morristown in an approximate amount of \$915,000.**

Councilmember K. Senter made a motion to authorize the application for 2023 Justice Assistance Grant in the amount of \$18,819.00; requires no matching funds. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to authorize the Morristown Police Dept. to apply for the State of Tennessee Recruitment and Retention Grant. Councilmember J. Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve Change Order No. 1 with King General Contractors for the Talley Ward Sewer Line Project in the amount of \$28,012.50. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to authorize the purchase of ammunition from Gulf States Distributors per the attached Police Department request for \$10,076.26 via Tennessee statewide contract #331/75506. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve Work Authorization No. 4 for Goodwyn Mills Cawood in the amount of \$94,041.00 to provide construction administration services for the runway lighting replacement project at Morristown Regional Airport. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to authorize SFM to enter an agreement with AlSCO for custodial and linen related products and services at the Landing per the attached contract. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember K. Senter made a motion to approve Change Order No. 1 to the contract with Eskola, LLC for the Rose Center roofing replacement project and to extend the period of performance. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to authorize the purchase of certain Holosun Optical equipment per the attached quote for \$32,701.60 from Dana Safety Supply via an open governmental agreement between Dana Safety Supply and Bradford County, Florida. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made the motion to authorize the purchase of parcel 055 003.00 known as 2815 Ironwood Drive, 69.89 acres in total, per the attached contract, for \$908,570.00. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Mayor Gary Chesney adjourned the July 20, 2023, Morristown City Council meeting at 5:30 p.m.

Mayor

Attest:

City Administrator

The City of Morristown

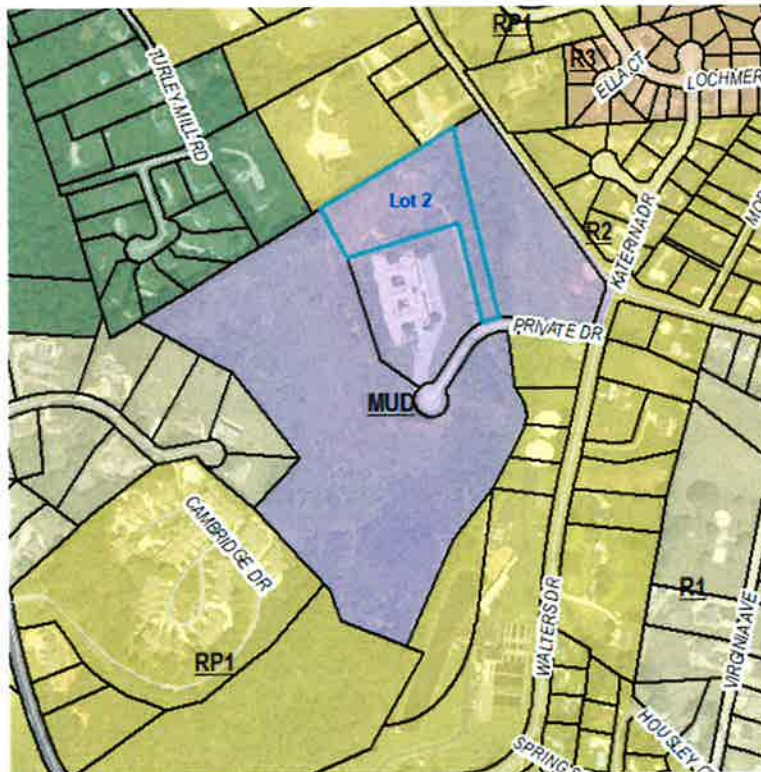
Community Development & Planning



TO: Morristown City Council
FROM: Lori Matthews
DATE: August 15th, 2023
REQUEST: Mixed Unit Development (MUD) Amendment Request

Staff has received a request from Guzman Construction to amend a previously approved site plan (in 2007) for a Mixed Unit Development (MUD) located at the northeast intersection of Cherokee Drive with Walters Drive. The 32+ acre parcel was originally subdivided into 4-lots in 1998 with an assisted living facility being built in 2000.

Plans were approved in 2007 for a multiuse development to consist of medical offices, townhouse residential and commercial retail. Unfortunately, construction never began. Since that time, the property has changed ownership. It is the intent of the new owners to build to the original site plan, making one change, which requires Planning Commission approval. Plans as submitted show a change in use from medical office to apartments on Lot 2 of the subdivision which is located due north of the existing Dewitt Assisted Living Center.



The plans meet the newly adopted MUD regulations which require a minimum of 20% open space and a 50-foot vegetative perimeter against adjoining residential housing to include canopy and understory trees. The 36-unit apartment complex will be 3-stories or 32 feet in height and just over 100-feet from the Lot 2 northern property line.

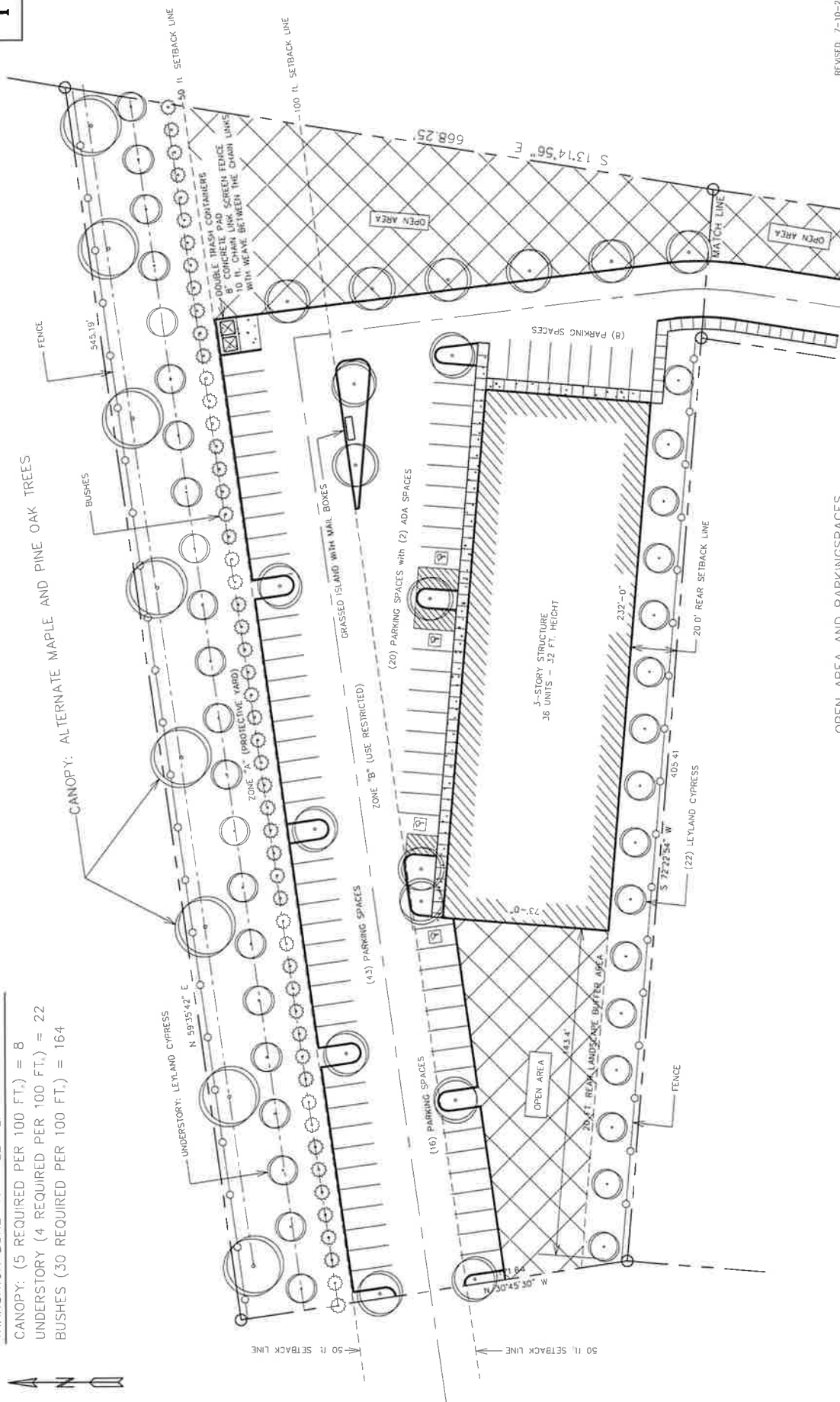
RECOMMENDATION:

Staff had asked the Planning Commission to grant approval to this Mixed Use Development modification based on the remainder of the site plan not being changed which they did at their August 8th meeting. The City's Zoning Ordinance requires approval also from City Council which is being requested by Staff.



TRANSITION ZONE "A" TREE PLANTINGS

CANOPY: (5 REQUIRED PER 100 FT.) = 8
 UNDERSTORY (4 REQUIRED PER 100 FT.) = 22
 BUSHES (30 REQUIRED PER 100 FT.) = 164



OPEN AREA AND PARKING SPACES
 TOTAL LOT AREA = 3.20 ACRES
 OPEN AREA = 0.76 ACRES (24%)
 TOTAL 87 PARKING SPACES

REVISED 7-10-2023
 REVISED 7-14-2023
 SITE CONCEPT PLAN
 MONTAVISTA PROJECT
 MORGAN LANE
 MORRISTOWN, TN
 5-24-23
 JOSEPH A. PARROTT
 CIVIL ENGINEER
 P.O. BOX 162
 ROGERSVILLE, TN 37857
 TEL 423-794-9416



MIXED USE DEVELOPMENT MASTER PLAN
RESOLUTION NO. 2023-15

RESOLUTION TO APPROVE AN AMENDED SITE PLAN, SPECIFICALLY LOT 2, OF THE MIXED USE MASTER PLAN ORIGINALLY ADOPTED IN 2007 TO BE CONSTRUCTED AT THE INTERSECTION OF CHEROKEE DRIVE AND WALTERS DRIVE;

WHEREAS, the requirements contained within Chapter 25 (MUD) Mixed Use District of the City's Zoning Ordinance stipulate the Morristown Regional Planning Commission shall forward a recommendation to approve or deny plans which are zoned MUD (Mixed Use District) and;

WHEREAS, the Morristown Regional Planning Commission voted to forward a recommendation to approve an amendment proposed for Lot 2 of the above described Master Plan at their regular meeting of August 8th 2023 and;

WHEREAS, the City Council shall review the proposed (MUD) amended site plan and hold a public hearing to grant approval or denial of said plan;

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

That the original plan for Lot 2 of the above described Master Plan has been changed to reflect multi-family use which is different from the originally approved plan which showed medical professional office use, a copy of said concept plan as approved by the Morristown Regional Planning Commission being attached to the memorandum as Exhibit A;

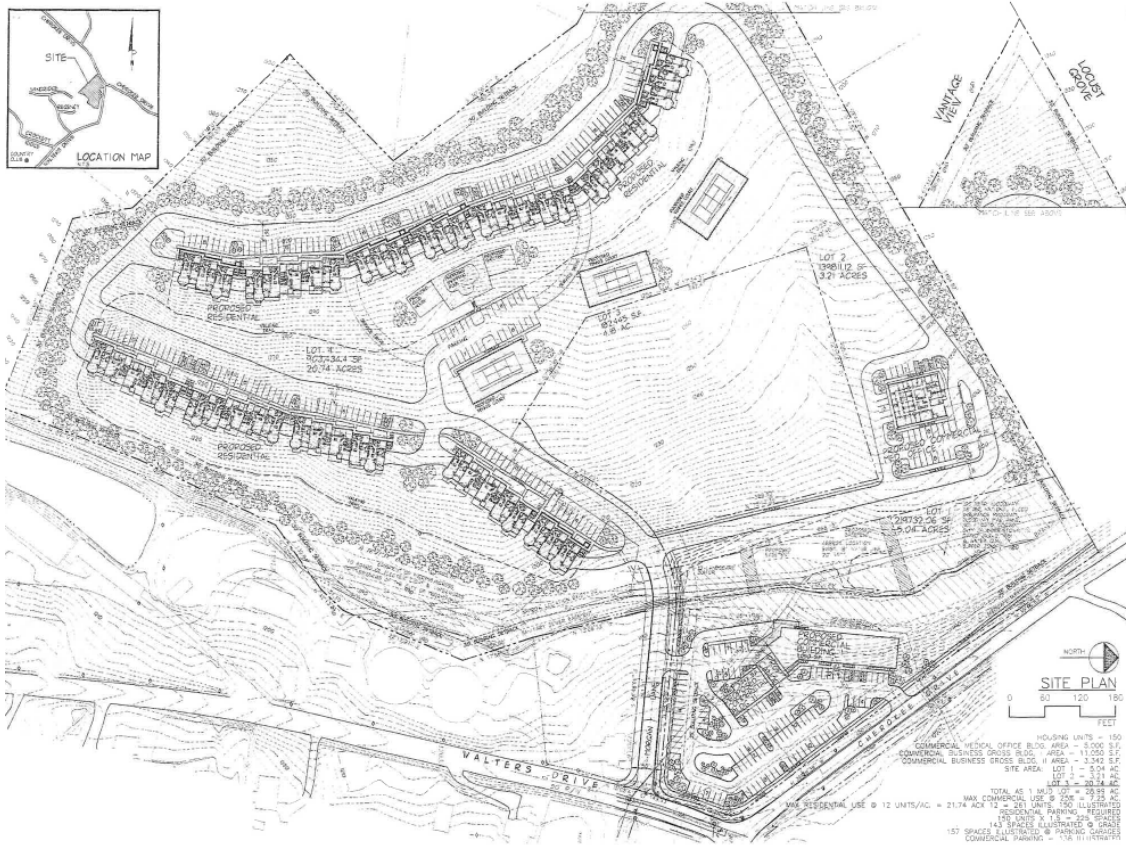
Section II. This Resolution shall become effective from and after its adoption.

Passed on this 15th day of August, 2023.

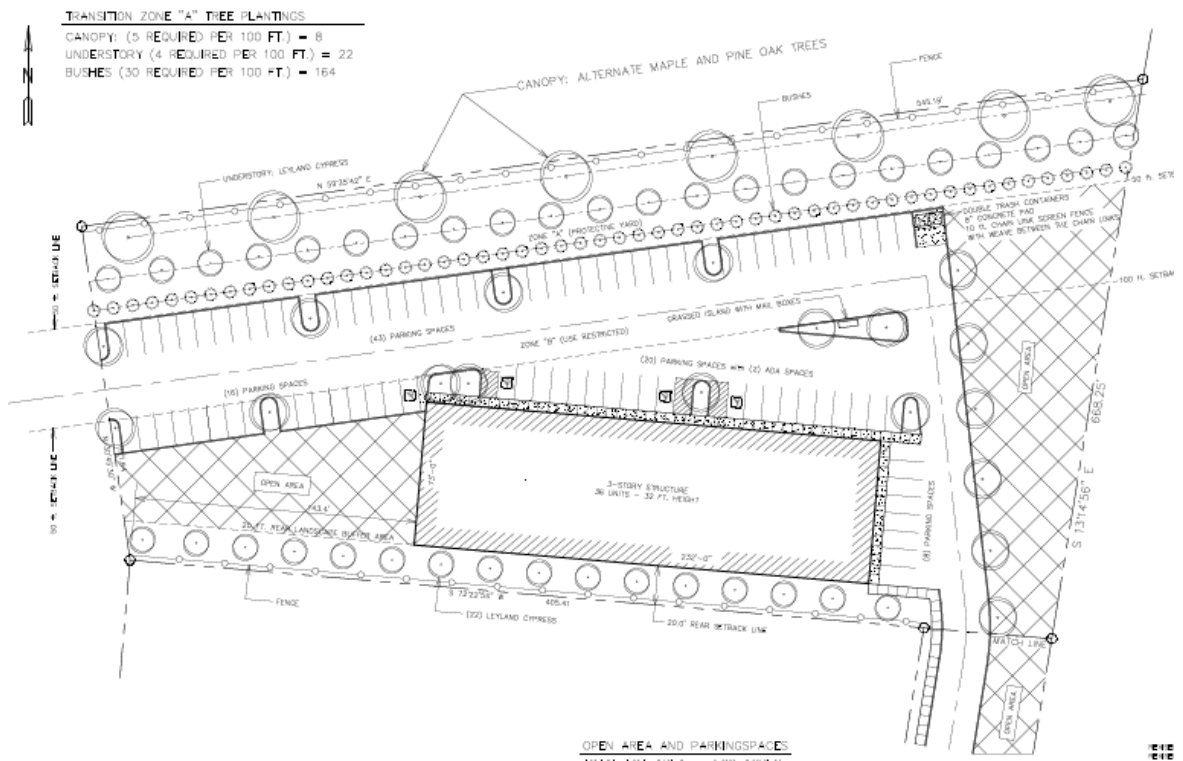
Mayor
ATTEST:

City Administrator

Exhibit A:
ORIGINAL PLAN



PROPOSED PLAN FOR LOT 2





Morristown City Council Agenda Item Summary

Date: August 15, 2023

Agenda Item: Adopt the Initial Resolution authorizing the issuance of not to exceed \$10,000,000 general obligation bonds of the City of Morristown, Tennessee or authorizing the City to enter into a loan agreement with a public building authority and to secure the annual payments thereunder through a pledge of the City's full faith and credit taxing power.

Prepared By: Andrew Ellard

Subject: Initial Resolution for 2023 Financing

Background: During the FY 2024 budget work session, a slate of projects was presented and proposed to be funded with new debt in calendar year 2023.

Findings/Current Activity:

The initial resolution and related publication begin a 20-day period in which there is an opportunity to petition a protest. The resolution is written broadly at the request of the City Council to clearly enable participation by the TMBF.

Financial Impact:

Establishing this initial resolution has no direct financial impact. Should the city proceed with the bond/indebtedness as anticipated, the FY 2024 budget includes funds appropriated to service the debt.

Action options/Recommendations:

Adopt the Resolution.

Attachment: Initial Resolution

Resolution No. 2023-16

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000) GENERAL OBLIGATION BONDS OF THE CITY OF MORRISTOWN, TENNESSEE OR AUTHORIZING THE CITY TO ENTER INTO A LOAN AGREEMENT WITH A PUBLIC BUILDING AUTHORITY AND TO SECURE THE ANNUAL PAYMENTS THEREUNDER THROUGH A PLEDGE OF THE CITY'S FULL FAITH AND CREDIT TAXING POWER

BE IT RESOLVED by the City Council (the "Council") of the City of Morristown, Tennessee (the "Municipality") that for the purpose of financing, in whole or in part, (i) acquisition of land for and the construction, improvement and/or equipping of roads, bridges, streets, highways, sidewalks and related equipment, parks and recreation facilities, public buildings, fire department equipment and buildings, law enforcement buildings and equipment, and the acquisition of related vehicles and equipment including, but not limited to, lighting, computers and other technological equipment (the "Projects"); (ii) acquisition of all property, real and personal, appurtenant to the Projects; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the Projects and incident to the indebtedness described herein; (iv) payment of capitalized interest during construction of the Projects and for up to six months thereafter; and (v) payment of costs incident to the issuance and sale of the bonds or obtaining loans from a public building authority (the "Authority") in Tennessee, under one or more loan agreements between the City and the Authority in the aggregate principal amount of not to exceed \$10,000,000, which bonds or loan agreement shall bear interest at a rate or rates not to exceed the maximum interest rate permitted by law. The bonds and/or loan agreements shall be payable from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

BE IT FURTHER RESOLVED by the City Council of the City of Morristown, Tennessee that the City Administrator of the Municipality be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$10,000,000 in general obligation bonds or loan agreements to be published in full in a newspaper having a general circulation in the Municipality, for one issue of said paper followed by the statutory notice:

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Administrator of the Municipality protesting the issuance of the general obligation bonds and/or the entering into loans under the loan agreements, as above described, such bonds will be issued and/or loan agreements will be executed and delivered as proposed.

Anthony W. Cox, City Administrator

Adopted and approved this 15th day of August, 2023.

Gary Chesney, Mayor

ATTEST:

Anthony W. Cox, City Administrator

STATE OF TENNESSEE)

COUNTY OF HAMBLEN)

I, Anthony W. Cox, certify that I am the duly qualified and acting City Administrator of the City of Morristown, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on August 15, 2023; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to an initial resolution relating to not to exceed \$10,000,000 General Obligation Bonds or loan agreements from a public building authority of said Municipality.

WITNESS my official signature on this the _____ day of _____, 2023.

City Administrator

36120558.2



Morristown City Council Agenda Item Summary

Date: August 15, 2023

Agenda Item: Adopt a Resolution authorizing the issuance of General Obligation Bonds of the City of Morristown, Tennessee in the aggregate principal amount of not to exceed \$10,000,000, in one or more series; making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds.

Prepared By: Andrew Ellard

Subject: General Obligation Bond Resolution for 2023 Financing

Background: During the FY 2024 budget work session, a slate of projects was presented and proposed to be funded with new debt in calendar year 2023.

Findings/Current Activity:

The GO Bond resolution authorizes the city to proceed in issuing debt subject to the related 20-day period following the initial resolution, in which there is an opportunity to petition a protest.

Financial Impact:

Proceeds from this debt issue are intended to finance a list of projects and purchases based on those presented to City Council in the FY24 budget work session. Debt service is appropriated in the FY24 budget.

Action options/Recommendations:

Adopt the Resolution.

Attachment: GO Bond Resolution

Resolution No. 2023-17

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF MORRISTOWN, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$10,000,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes the City of Morristown, Tennessee (the "Municipality"), by resolution of the City Council, to issue and sell bonds to finance public works; and

WHEREAS, the City Council of the Municipality hereby determines that it is necessary and advisable to issue general obligation bonds, in one or more series, for the purpose of financing, in whole or in part, (i) acquisition of land for and the construction, improvement and/or equipping of roads, bridges, streets, highways, sidewalks and related equipment, parks and recreation facilities, public buildings, fire department equipment and buildings, law enforcement buildings and equipment, and the acquisition of related vehicles and equipment including, but not limited to, lighting, computers and other technological equipment (the "Projects"); (ii) acquisition of all property, real and personal, appurtenant to the Projects; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the Projects and incident to the indebtedness described herein; (iv) payment of capitalized interest during construction of the Projects and for up to six months thereafter; and (v) payment of costs incident to the issuance and sale of the bonds authorized herein; and

WHEREAS, the City Council of the Municipality adopt on the date hereof an initial resolution (the "Initial Resolution") authorizing the issuance of not to exceed \$10,000,000 for the purposes described above; and

WHEREAS, the Initial Resolution, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law; and

WHEREAS, it is the intention of the City Council of the Municipality to adopt this resolution for the purpose of authorizing not to exceed \$10,000,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the not to exceed \$10,000,000 General Obligation Bonds of the Municipality, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof.

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds.

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(d) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(e) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(f) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(g) "Governing Body" means the City Council.

(h) "Mayor" shall mean the Mayor of the Municipality.

(i) "Municipal Advisor" for the Bonds authorized herein means Cumberland Securities Company, Inc., Knoxville, Tennessee.

(j) "Projects" means (i) acquisition of land for and the construction, improvement and/or equipping of roads, bridges, streets, highways, sidewalks and related equipment, parks and recreation facilities, public buildings, fire department equipment and buildings, law enforcement buildings and equipment, and the acquisition of related vehicles and equipment including, but not limited to, lighting, computers and other technological equipment; (ii) acquisition of all property, real and personal, appurtenant to the Projects; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the Projects and incident to the indebtedness described herein; and (iv) payment of capitalized interest during construction of the Projects and for up to six months thereafter.

(k) "Registration Agent" means the registration and paying agent appointed by the Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the Municipality has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality's Debt Management Policy.

(b) The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole or in part, the cost of the Projects and costs incident thereto; reimbursement to the appropriate fund of the Municipality for prior expenditures for the foregoing costs, if applicable; and payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the Municipality in the aggregate principal amount of not to exceed \$10,000,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted hereunder) semi-annually on June 1 and December 1 in each year, commencing December 1, 2023. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. The Bonds shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2025 through 2054, inclusive, as established by the Mayor pursuant to Section 8 hereof, provided, that such principal payment schedule shall result in approximately level annual debt service or principal payments in each bond year or calendar year.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds maturing on June 1, 2034 and thereafter shall be subject to redemption prior to maturity at the option of the Municipality on June 1, 2033 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to the terms hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption.

If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of any call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders

that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(d) The Governing Body hereby authorizes and directs the Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed or the Registration Agent for the Bonds to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Administrator is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(e) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(f) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to

the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(g) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment included therein completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(h) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the signature of the Mayor and the attestation of the City Administrator.

(i) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC

Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) to the extent permitted by the rules of DTC, the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the Municipality shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the Municipality may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(j) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(k) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(l) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF HAMBLEN
CITY OF MORRISTOWN, TENNESSEE
GENERAL OBLIGATION BOND, SERIES 2023

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of Morristown, Tennessee (the "Municipality") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on December 1, 2023, and semi-annually thereafter on the first day of June and December in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United

States of America by check or draft at the office of _____, _____, _____, as registration agent and paying agent (the "Registration Agent"), or such successor office as is designated by the Registration Agent. The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) to the extent permitted by the rules of DTC, the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing on June 1, 2034 and thereafter shall be subject to redemption prior to maturity at the option of the Municipality on June 1, 2033 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the City Council of the Municipality, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

- (i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or
- (ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent in the same manner as is described above for optional redemptions. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall

be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository that the redemption did not occur and that the Bond called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the office of the Registration Agent set forth above, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$_____ and issued by the Municipality to finance the cost of (i) acquisition of land for and the construction, improvement and/or equipping of roads, bridges, streets, highways, sidewalks and related equipment, parks and recreation facilities, public buildings, fire department equipment and buildings, law enforcement buildings and equipment, and the acquisition of related vehicles and equipment including, but not limited to, lighting, computers and other technological equipment (the "Projects"); (ii) acquisition of all property, real and personal, appurtenant to

the Projects; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the Projects and incident to the indebtedness described herein; (iv) payment of capitalized interest during construction of the Projects and for up to six months thereafter; and (v) payment of costs incident to the issuance and sale of the Bonds, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the City Council of the Municipality on August 15, 2023 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and attested by its City Administrator as of the date hereinabove set forth.

CITY OF MORRISTOWN, TENNESSEE

By: [FORM – DO NOT SIGN]
Mayor

ATTESTED:

[FORM – DO NOT SIGN]
City Administrator

Transferable and payable at the
Following office of the Registration Agent: _____
_____, _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____
_____, whose address is _____ (Please insert
Federal Identification or Social Security Number of Assignee _____), the within Bond of City
of Morristown, Tennessee, and does hereby irrevocably constitute and appoint _____,
attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution
in the premises.

Dated: _____

NOTICE: The signature to this assignment must
correspond with the name of the registered owner as it
appears on the face of the within Bond in every particular,
without alteration or enlargement or any change
whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed
by a member firm of a Medallion Program
acceptable to the Registration Agent

Section 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy
and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized
by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that
purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to
pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any
time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the
Municipality and reimbursement therefor shall be made out of the taxes hereby provided to the levied when
the same shall have been collected. The tax herein provided may be reduced to the extent of any direct
appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on
the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 98% of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with the Municipal Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the Mayor, in consultation with the Municipal Advisor.

(b) If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(c) The Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than December 1, 2023, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) establish and adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not be later than thirty (30) years from the initial principal payment date or later than June 1, 2054; and (C) the debt service on the Bonds shall not result in balloon indebtedness that requires the approval of the Director of State and Local Finance;

(5) adjust or remove the Municipality's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and

(7) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further

authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the Mayor shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(f) The Mayor and City Administrator are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to enter into a contract with the Municipal Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into an engagement letter with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, and all actions heretofore taken by the officers of the Municipality in that regard are hereby ratified and approved.

(g) No Bonds shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the Municipality and the passage of twenty (20) days from the date of publication thereof, and in no event shall the Bonds be issued if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such twenty-day period.

(h) Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the 2023 Project Fund (the "Project Fund"), or such other designation as shall be determined by the Mayor to be kept separate and apart from all other funds of the Municipality. The Municipality shall disburse funds in the Project Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Project Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the Municipality for any funds previously expended for costs of the Projects. Money in the Project Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Project Fund. Money in the Project Fund shall be invested in such investments as shall be permitted by applicable law to the extent permitted by applicable law.

Section 9. Official Statement. The officers of the Municipality, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the Municipality, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to

complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the Municipality, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The officers of the Municipality, or any of them, are authorized, on behalf of the Municipality, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 10. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice); or

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or obligations of any agency or instrumentality of the United States, which obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 11. Federal Tax Matters Related to the Bonds.

(a) The Bonds are expected to be issued as federally tax-exempt bonds. If so issued, the Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond." To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(c) The Governing Body hereby delegates to the Mayor the authority to designate, and determine whether to designate, the Bonds as "qualified tax-exempt obligations," as defined in Section 265 of the Code, to the extent the Bonds are not deemed designated as such and may be designated as such.

(d) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Bonds.

Section 12. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor is authorized to execute at the closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to

cause the Municipality to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 13. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Projects within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds authorized herein.

Section 14. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 15. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 16. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Duly adopted and approved on August 15, 2023.

Mayor

Attested:

City Administrator

STATE OF TENNESSEE)

COUNTY OF HAMBLEN)

I, Anthony W. Cox, certify that I am the duly qualified and acting City Administrator of the City of Morristown, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the Municipality held on August 15, 2023; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the issuance of not to exceed \$10,000,000 of the Municipality's General Obligation Bonds.

WITNESS my official signature on _____, 2023.

City Administrator

The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Lori Matthews, Senior Planner
DATE: August 15th 2023
REQUEST: Rezoning Request

SUBMITTAL:

Property owner Shannon Greene is requesting that a portion of his property which fronts East Andrew Johnson Highway be rezoned from its current designation of R-1 (Single Family Residential) to IB (Intermediate Business). The subject site is located north of Morningside Subdivision between the Bible Insurance building and Priceless Foods.

A request to rezone this site came before the Planning Commission in October of 2021. The request at that time was to rezone the entire site from R-1 to R-2 (Medium Density Residential). The applicant sought the new zoning designation in order to construct apartments. The Planning Commission at that time recommended the request be denied to the City Council. The applicant decided to withdraw the request.

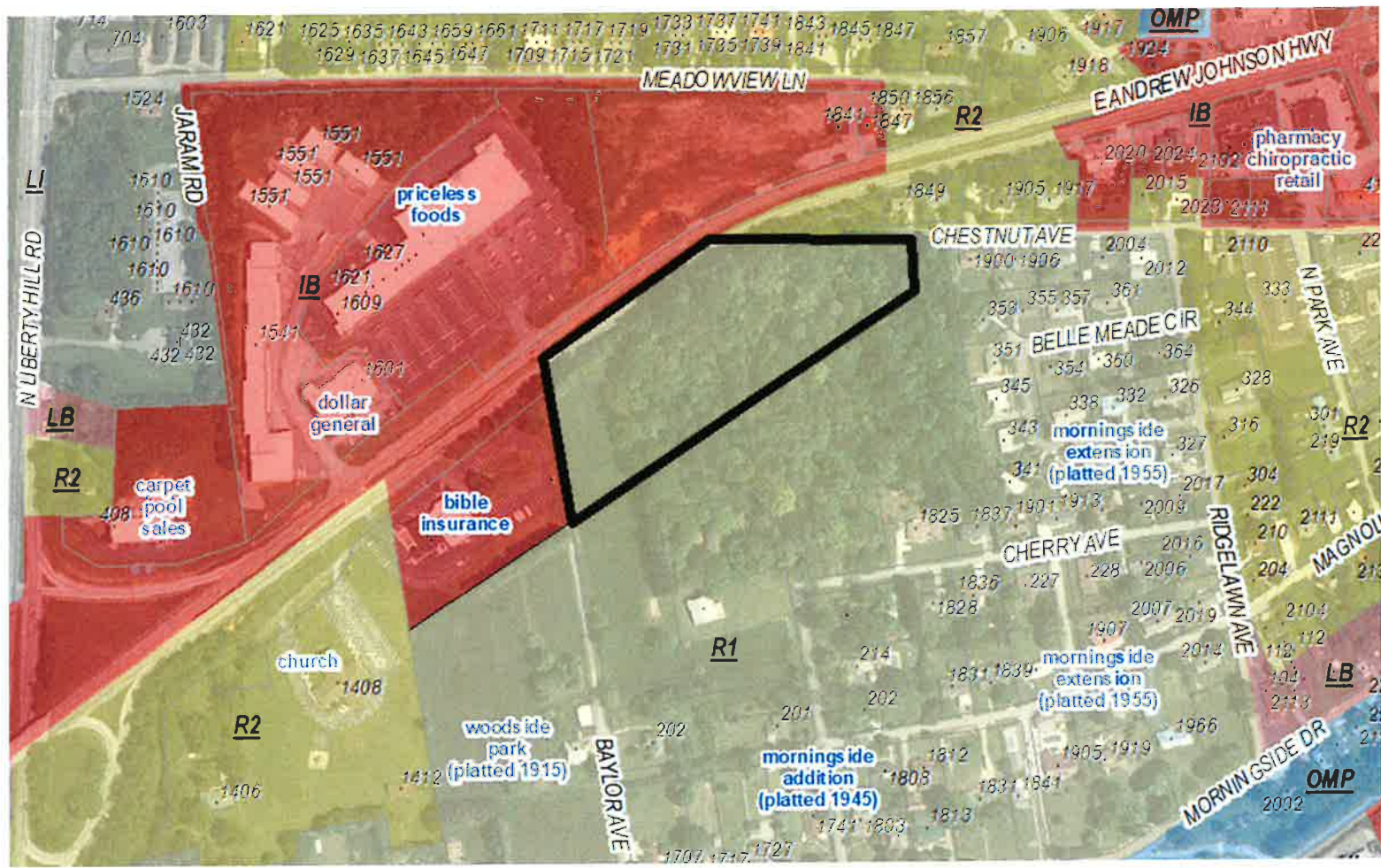
The current request is to rezone only the front 7+/- acres of the 15-acre parcel, the boundary of which would be approximately 350 south of East Andrew Johnson Highway, essentially an extension of the existing commercial district to the west. The entire site has been deforested and is completely vacant. The subject site fronts a major highway with traffic counts of 18,000 per day within that area. As would be expected along a busy thoroughfare, properties both to the north and west of the site, are used and zoned for commercial activity (Intermediate Business). Morningside Subdivision, a single-family residential subdivision platted in the early to mid-1950's, surrounds the remainder of the site and is zoned R-1 (Single Family Residential).

RECOMMENDATION:

As this request fronts existing commercial land uses along a major arterial (East Andrew Johnson Highway), Staff asked the Planning Commission to forward a recommendation to approve to the City Council, which they did at their August 8th meeting. Should this request be approved by the City Council, a boundary survey plat will be required to be submitted by the applicant showing the definitive boundaries of the request area.

View from East Andrew Johnson Highway





Zoning Map

View from south to Chesnutt Ave



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

{Rezoning of a portion of Hamblen County Tennessee Tax Parcel # 034G A 01702 000
the general location being shown on the attached exhibit A.}

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

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

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

That portion of Hamblen County Tax Parcel ID # 034G A 01702 000 as shown on Exhibit A;

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

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

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

Passed on first reading this 15th day of August, 2023.

Mayor

ATTEST:

City Administrator

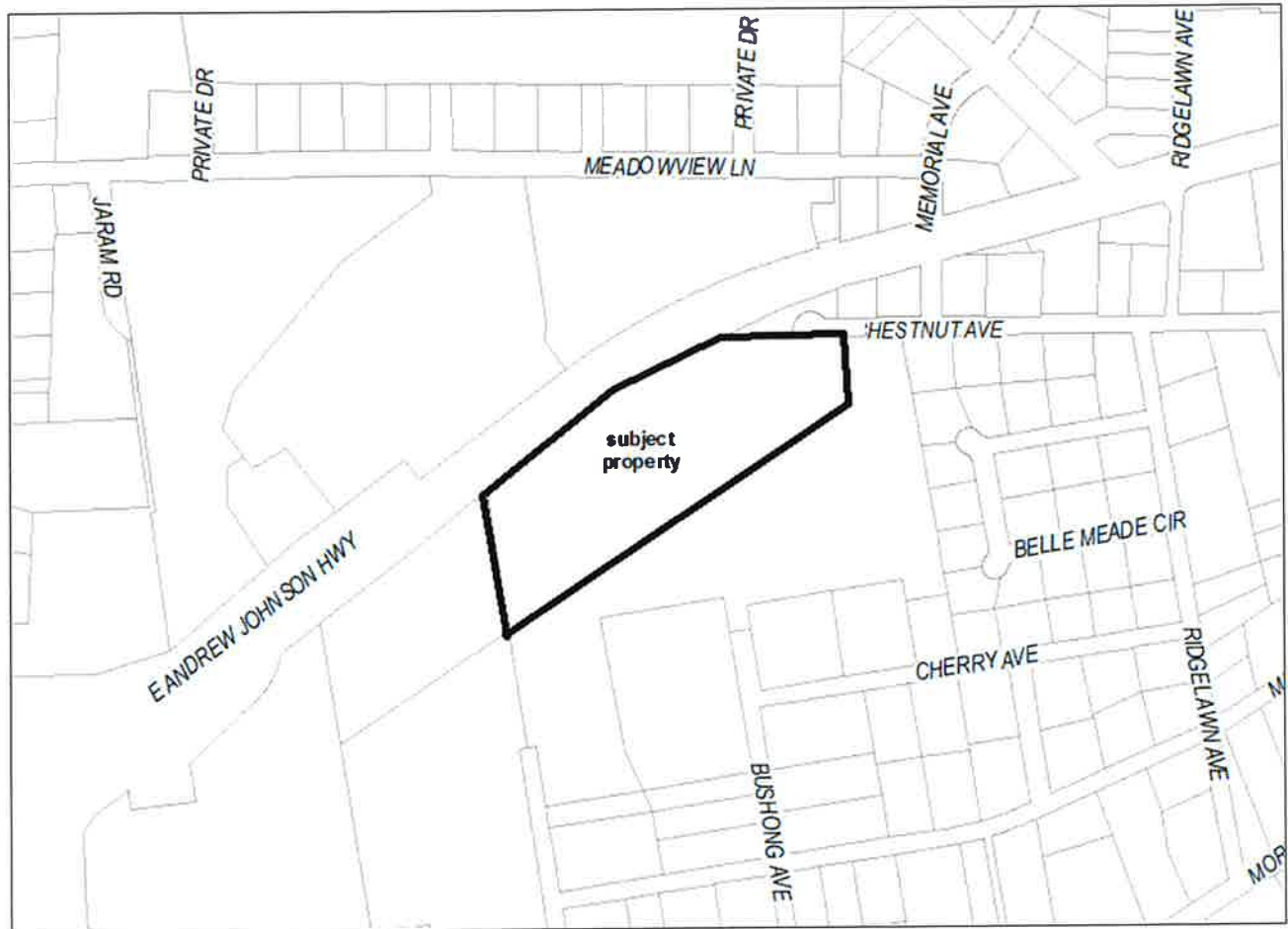
Passed on second and final reading this 5th day of September, 2023.

Mayor

ATTEST:

City Administrator

Exhibit A:



Inspection and Maintenance Agreement

(I&M Agreement)

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

Inspection and Maintenance Agreement (I&M Agreement)

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between Broadway Investment Company, LLC hereinafter called the "Landowner", and
(Insert Full Name of Owner)
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as _____
Map Number 057 118.01 as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)
Hamblen County, TN, Deed Book 2013 Page 307, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as Dollar General- Lot 1 on plat of The Downs at Wallace Farms
(Name of Plan/Development) Phase IV
in Book NPlat, page 181
hereafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater within the confines of the property; and

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

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

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

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

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

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

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

WITNESS the following signatures and seals:

Broadway Investment Company, LLC
Company/Corporation/Partnership Name (Seal)

By: Brian Brown

Brian Brown
(Type Name)

Secretary
(Type Title)

State of Tennessee

County of Knox

The foregoing Agreement was acknowledged before me this 21st day of July, 2023.

by Brian Brown, Secretary of Broadway Investment Company, LLC

Crystal Marshall
Notary Public

My Commission Expires 4/10/2027



Approved as to form:

Approved by the City:

City Attorney

Date

Mayor

Date

The City of Morristown

Morristown Police Department



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger D. Overholt *RDO*

Date: August 10, 2023

Re: K9 Vest Donation

Vested Interest in K9, inc. provides bullet and stab protection vests and other assistance to dogs of law enforcement and related agencies throughout the United States. The program is funded by both private and corporate donations. The nonprofit organization is willing to provide a vest for Morristown Police Department's K9 Rossi. The vest will be sponsored by a private donor. The new vest will replace the K9's current outdated ballistic vest. The value of the donation is approximately \$1,000.00.

Thank you for your continuing support of our K9 program.

RDO/aw



Morristown City Council Agenda Item Summary

Date: August 15, 2023

Agenda Item: Acknowledge receipt of qualifications for CDBG Administration Services and authorize the City Administrator to execute a Master Service Agreement with BluLynx Solutions.

Prepared By: Andrew Ellard

Subject: CDBG Administration Services

Background: Morristown is an Entitlement Grantee of Community Development Block Grant funding from the U.S. Department of Housing & Urban Development. Each year's grant includes up to 20% that can be used for administrative services. In March/April of this year, the City published a solicitation for qualifications and received one submission.

Findings/Current Activity:

As a relatively small CDBG grantee with only one staff member dedicated to CDBG administration as well as administration of various other grants throughout the city organization, administration has determined that engaging a consulting service for specific CDBG administration tasks and as hoc technical support as needed would be an effective use of resources to support the city's CDBG program.

Financial Impact:

It is intended that all services provided by the consultant would be covered 100% by the administration funds of the CDBG grant. Specific tasks exceeding the small purchase threshold will be presented as task orders to City Council while small purchase, ad hoc technical support and services below will be established administratively as needed.

Action options/Recommendations:

Staff recommends approval of the contract.

Attachment: Master Service Agreement

**CONSULTING AGREEMENT
BETWEEN THE
CITY OF MORRISTOWN, TN and BLULYNX SOLUTIONS for CONSULTING
SERVICES FOR THE CDBG PROGRAM**

This Agreement made this **15th day of August, 2023** by and between **BLULYNX SOLUTIONS** (hereinafter referred to as “Consultant”) having its offices and place of business at 8343 Roswell Rd, Ste 154, Atlanta GA 30350, and the **CITY OF MORRISTOWN**, 100 West First North Street, Morristown, TN 37814 (hereinafter referred to as “City”), as follows:

WHEREAS, the City of Morristown deems it desirable and necessary to obtain the services of a consultant to provide professional management and administrative services related to the implementation of a Community Development Block Grant (CDBG) entitlement program funded by the U. S. Department of Housing and Urban Development, and

WHEREAS, in response to a Request for Proposals dated April 25, 2023, the City and Consultant have negotiated and mutually agreed to enter into this master service agreement for services described in Exhibit “A” and additionally for services to be negotiated and determined more specifically on task-by-task basis,

Now, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, it is agreed by and between the parties as follows:

A. Scope of Services: The Consultant agrees to perform the general services as described in Exhibit “A”, which is annexed hereto and made a part hereof, which are to be negotiated on a task-by-task or project-by-project-basis.

B. Term: The term of this Agreement will commence as of August 15, 2023, and end June 30, 2025, and the parties may negotiate and mutually agree on renewal period(s) covering up to two (2) years beyond the original term.

C. Compensation: The cost of general services shall be in accordance with the fee(s) outlined in Exhibit “A”. Said amount will be billed monthly for any general services provided as described in Exhibit “A”. Such fees shall be paid to the Consultant within a reasonable amount of time after receipt by the City and invoices in accordance with the standard practices of the City of Morristown. The City shall pay the Consultant for services rendered under this Agreement within thirty (30) days. For tasks undertaken outside of general services, which will be negotiated per task order, the amount paid

to the Consultant for said services rendered shall not exceed the amount negotiated and incorporated in the approved task order, except by mutually agreed amendment or change order to the same.

Consultant and City acknowledge the intent to utilize Administrative funds of the CDBG program as compensation for the anticipated services to the greatest extent possible.

D. United States Department of Housing and Urban Development's (HUD) Rules, Regulations, Requirement: The parties to this Agreement agree that they are subject to the terms and conditions of the CDBG funds, as well as HUD's rules, regulations and requirements as currently in use or as amended by HUD from time to time. Any conflict between this Agreement and HUD's rules, regulations and requirements shall be resolved by the application of HUD's rules, regulations and requirements.

E. Consultant's Staff: Throughout the term of this Agreement, the Consultant agrees to maintain appropriate and sufficient staff to meet the requirements of this Agreement and to provide for timely, professional service. The Consultant herein represents that it is adequately staffed, skilled and experienced in the type of work proposed and represents further that it is duly qualified to perform these services under the laws of the State of Tennessee.

F. Equal Opportunity: During the performance of this Contract, Consultant agrees as follows: The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, age, sex or marital status, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, age, sex or marital status. Such action shall be taken with reference to, but not limited to the following: recruitment, employment, job assignment, promotion, upgrading, demotion transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training and retraining, including apprenticeship and on –the-job training.

G. Compliance with Labor Statues and Rules: The Consultant agrees to comply in all respects with the laws of the State of Tennessee respecting labor and compensation and with all labor statues, ordinances, rules and regulations.

H. Conflict of Interest: No person who is a member of the governing body of the Consultant, an officer, or an employee, or the immediate family members of such person will be eligible to participate or benefit financially from any program or project undertaken by the Consultant under this

Agreement. Moreover, no individual who is an elected official, a paid staff person to such an official, a leader or chairman or committeeman of a political party at any jurisdictional level or an immediate family member of any person will be eligible to participate or benefit financially from any project undertaken by the Consultant under this Agreement.

I. Representations of the Consultant:

- (1) The Consultant represents that it is a duly organized and validly existing corporation under the laws of the State of Tennessee and has all requisite power and authority to enter into this Agreement.
- (2) This Agreement has been executed and delivered by the Consultant in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding upon the Consultant.
- (3) There is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist by the Consultant, which(a) questions the validity of this Agreement, or any action take or to be taken under it, or (b) is likely to result in any material adverse change in the authority, properties, assets, liabilities, conditions (financial or otherwise) of the Consultant which would materially and substantially impair the Consultant's ability to perform any of the obligations imposed upon the Consultant by this Agreement.
- (4) The representations, statements, and other matters contained in the proposal were true and complete in all material respects as of the date of submission. The Consultant is aware of no event, which would require any amendments thereto in order to make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. Consultant is aware of no event or other fact, which should have been and has not been reported in the application as material information.
- (5) Consultant agrees to comply with all applicable Federal, State and Local Laws and Ordinances.

J. Representations of the City:

- (1) The City represents that it is a municipal corporation duly established under State of Tennessee law.

- (2) That it is validly existing and in good standing under the laws of the State of Tennessee and has all requisite corporate power and authority to enter into this agreement and consummate the transactions herein contemplated.
- (3) This agreement, the consummation of the transactions herein contemplated and their performance, observance and fulfillment by the City of all the terms and conditions hereof on its part to be performed, observed and fulfilled, have all been approved and authorized by the City Council. The execution and delivery of this Agreement, the consummation of the transaction herein contemplated and the performance for, fulfillment of and compliance with the terms and conditions hereof by the City do not and will not (either immediately or with lapse of time, or with notice, or both) conflict with any of the provisions applicable to authorizing City Council resolution(s).
- (4) This agreement has been duly and validly executed and delivered by the City and constitutes a valid, binding and enforceable obligation of the City. The City has the right, power, legal capacity and authority to enter into and perform its obligations under this agreement.

K. Indemnification by Consultant: The Consultant shall indemnify and hold the City, its directors, agents, servants, officers and employees harmless from any and all claims and judgments for damages and from costs expenses, including attorney's fees, to which the City may be subjected or which it may suffer or incur by reasons of losses, damage or injuries to persons or property resulting from negligence or carelessness of the Consultant on account of any act by, or omission of the Consultant and or any part of the work agreed to be performed under this Agreement. The City and the Consultant shall be solely responsible for their own acts and responsible to each other for any intentional or negligent acts, which cause damage to the other.

L. Termination: This agreement may be terminated upon the happening of any of the following events:

- (1) By mutual written consent of the contracting parties;

- (2) By either party for cause upon the failure of the other to comply with the terms and provisions of this Agreement, provided that, the party seeking termination give the other written notice setting forth with reasonable detail and specifically the party's failure to comply via registered or certified mail with return receipt requested or by personal delivery; such termination shall be effective in thirty (30) days from mailing

or personal delivery unless the defaulting party shall have cured such a failure to comply with the provisions of this Agreement within said thirty (30) day period;

(3) If the City in its sole discretion deems that termination would be in the best interest of the City; in that event, the City shall give notice of termination not less than sixty (60) days prior to the date on which termination would be effective in the same manner as (2) above;

(4) Upon the filing of a petition in bankruptcy or insolvency by or against the Consultant; in that event, the Agreement shall be terminated immediately without termination costs to the City; or

(5) If the Consultant fails to comply with any of the material requirements of this Agreement.

(6) By the Consultant if the CDBG funds become unavailable or if for whatever reason the City fails for a period of sixty (60) days to compensate the Consultant for services rendered in accordance with this agreement. In the event of termination of this agreement, the Consultant shall return all computer software, computer discs containing program information and tapes, documents, records, and all other materials or very kind and nature relating to this agreement to the City and shall provide a final invoice for charges due through and including the effective date of termination. The Consultant shall be paid for services authorized and performed pursuant to the provisions of this Agreement up to the date of termination, unless the cancellation of the agreement by the City is pursuant to Paragraph N hereof. Further the Consultant will return all unused City owned supplies and City owned furniture and equipment.

M. Notification: Consultant shall promptly notify the City of any change in the status of any license, permit, authorization or approval required by Consultant for the performance of its obligations and duties pursuant to this agreement.

N. Completion of Authorized Work: At the option of the City, any work authorized by this agreement or by resulting task orders (work authorizations) and not completed at the end or earlier

termination of this agreement shall be completed under the terms and conditions of this agreement. The Consultant shall receive payment for all such work done.

O. Consultant Assistance: The Consultant agrees, with regard to this agreement, generally to assist the City, upon request of the City Attorney and/or his designated agent, in preparations associated with legal actions arising there from and to testify on behalf of the City should the same be requested by the City. The cost will be as set forth on the Exhibit “A”.

P. No Collusion or Fraud: The Consultant hereby agrees that the only person or persons interested as principal or principals in the proposal submitted by the Consultant for this agreement are named therein, and that no person other than those mentioned therein has any interest in the above mentioned proposal in the securing of the award, and that this agreement has been secured without any connection with any person or persons other than those named and that the proposal is, in all respects, fair and was prepared and secured without collusion or fraud and that neither any officer nor employee of the City has or shall have a financial interest in the performance of the contract or in the supplies, work or business to which it relates or in any portion of the profits thereof.

Q. Safety Equipment: The Consultant is responsible for taking all safety precautions and complying with all safety requirements for the work performed under this agreement. Consultant shall provide and utilize appropriate protective clothing and equipment to meet the requirements of the Occupational Health and Safety Act and other applicable industry standards and requirements.

R. Assignment: The Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title, benefit, advantage, or interest in or to it, any part hereof, or its power to execute it or assign, by power of attorney or otherwise, without the previous written consent of the City.

S. Successors and Assigns: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Consultant, respectively, and its partners, successors, assigns and legal representatives.

T. Severability: In case any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provision of this agreement and this agreement shall be construed as if such invalid, illegal or unenforceable provision had not been stated herein.

U. Notice: All notices will be deemed effective for all purposes as of the date such notice is mailed, postage prepaid, by certified mail, return receipt requested to be delivered only to the office of the address of each respective party at the address listed on the first page of this agreement.

V. Modification: The agreement and the exhibits annexed hereto constitute the entire agreement between the parties and supersede all prior oral and written agreements between the parties hereto. It is understood and agreed that this agreement and the exhibits annexed hereto may be amended in writing only, and that all understandings and agreements heretofore had between the parties hereto are merged into this agreement, which alone fully and completely express their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this agreement, made by the other.

W. Paragraph Headings: The title of the paragraphs and any heading of the paragraphs are not part of this agreement and will not be deemed to affect the meaning or construction of any of its provisions.

X. Independent Contractor: Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing an employer/employee relationship between the parties. The Consultant shall at all times remain an independent contractor with respect to the services to be performed under this agreement and the City and the consultant shall remain separate legal entities. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Consultant is an independent contractor.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such are as corporations have caused these presences to be signed by their duly authorized officer.

CITY OF MORRISTOWN

BY: _____
ANTHONY W COX, CITY ADMINISTRATOR

Date: August 15, 2023

BLULYNX SOLUTIONS, INC.

BY: _____
KIMBERLY ROBERTS, PRINCIPAL

Date: August 15, 2023

EXHIBIT A

SCOPE OF SERVICES

The consultant scope of services may include any of the following, which shall not be considered an exclusive list. Any/all tasks undertaken shall be at the request of the City by the City Administrator, Assistant City Administrator, or Grant Coordinator. Services listed below with specific rates may be requested/authorized by request of an aforementioned City representative(s), except that any task estimated at the time of authorization to exceed \$4,000 to complete shall require a formal task order in the form provided as Exhibit B. Consultant time for services not negotiated as a task order will be billed at \$131 per hour. Consultant travel to/from Morristown for the execution of any services require pre-approval by the City, and reimbursement will be on the same basis as the City's travel policies for City employees. The Consultant shall, as authorized, undertake the necessary analyses, applications and related activities to accomplish the following activities:

1. Prepare City's annual plans for submission to the U.S. Department of Housing and Urban Development (HUD) as required through the CDBG entitlement program. (Plans to include the Annual Action Plan, CAPER, and all Action Plan Amendments). This includes all aspects of preparation from developing a statement of proposed objectives and a proposed budget, planning research, and completion of a final document for submission in IDIS, which meets all statutory and regulatory requirements.
2. Prepare the Environmental Review Records for all annual CDBG activities, as well as amendments to the CDBG Program.
3. Provide internal monitoring of City and project files to ensure compliance with HUD Single Audits.
4. Prepare sub-recipient agreements.
5. Assist the City in program monitoring of sub-recipients and HUD programmatic monitoring.
6. Assist staff in preparing for publication, notices that inform the public of the City's CDBG program and invite public comment and participation in accordance with statutory and regulatory requirements.
7. Assist staff in conducting public hearings and participate in staff meetings to present or discuss the CDBG program, if requested.
8. Assist staff in preparing Semi Annual MBE and Labor Reports, monitoring compliance with HUD CDBG 1.5 Timeliness Standard, CDBG 20% Administrative Cap & 15% Public Service Cap.
9. Assist in preparing the Analysis of Impediments to Fair Housing Choice and Consolidated Plan.
10. Provide general consulting and advisory services throughout the term of the contract relative to management practices and authorized and desirable activities to implement, continue, and to enhance the community development programs. This includes informing and advising the City about federal and state policies and programs, and changes thereto.

EXHIBIT B
WORK AUTHORIZATION / TASK ORDER

Task Order No. ____

In accordance with Paragraph A and Exhibit A of the Consulting Agreement between the City and Consultant, dated August 15, 2023, City and Consultant agree as follows:

1. Specific Project Information

a. Title: _____

b. Description: _____

2. Services of the Consultant

a. _____

b. _____

c. _____

3. Compensation and Payment Terms

a. _____

b. _____

c. _____

4. Period / Time Requirement for Services or Phases

a. _____

b. _____

c. _____

5. Owner Responsibilities

a. _____

b. _____

c. _____

6. Special Notes or Conditions

a. _____

b. _____

c. _____

This Task Order is effective _____, 20__.

CITY:

CONSULTANT:

By:

By:

Anthony W Cox, City Administrator

Kimberly Roberts, Principal



Morristown City Council Agenda Item Summary

Date: August 15, 2023

Agenda Item: Authorize Task Order Number 1 with BluLynx Solutions in the amount of \$8,500 for the completion of the Consolidated Annual Performance & Evaluation Report for CDBG Programs.

Prepared By: Andrew Ellard

Subject: Task Order No 1 for the 2022 CAPER (CDBG)

Background: The Consolidated Annual Performance & Evaluation Report (CAPER) is the annually required end-of-program-year report to HUD documenting the City's CDBG activities and expenditures over the previous year.

Findings/Current Activity:

The proposed task order would enable the City's CDBG consultant to complete all necessary steps and get the CAPER completed and submitted on time to HUD.

Financial Impact:

This task order will be 100% grant funded.

Action options/Recommendations:

Approve Task Order No. 1.

Attachment: Task Order No. 1

TASK ORDER 1: CAPER

The following Scope of Services outlines the activities to prepare the City of Morristown's 2022 Consolidated Annual Performance Evaluation Report (CAPER) for the City's CDBG Program. BluLynx proposes to prepare the HUD CAPER for \$8,500. A single payment request will be submitted by BluLynx upon submission of final draft of CAPER.

CAPER Approach & Methodology

BluLynx will also provide the Consolidated Annual Performance and Evaluation Report (CAPER) utilizing the City of Morristown's outputs and outcomes to assess achievement measures. BluLynx will prepare the CAPER as a substantive report on the City's accomplishments and progress toward the Consolidated Plan goals by conducting the following tasks:

1. Develop a draft CAPER that includes all HUD-required information using the IDIS/eCon Planning Suite.
2. Provide internal copies of the CAPER to City staff for review and comment a minimum of 5 business days before a public draft of the CAPER is finalized for the 15-day public comment period.
3. Produce the draft plan for the public to be placed on the city website in Word Document and PDF version that is easily readable by the public.
4. After the 15-day comment period, BluLynx will prepare a final version of the plan, incorporating any public comment into the final version that is ready for the City's official transmission to HUD.
5. BluLynx will be responsible for making any revisions required by HUD after submission.
6. BluLynx will be responsible for troubleshooting with HUD relative to the electronic submittal and approval of the CAPER.
7. Assuming BluLynx has IDIS access, BluLynx can assist the City in uploading the approved CAPER in IDIS, if necessary.

CAPER Completion Timeline

Grantee Program Year July 1- June 30

Caper Due to HUD – September 30

15-Day Public Comment Period: 9/11/23- 9/27/23

Caper Draft Due to City: 9/10/23

Acceptance Signatures

City of Morristown

Date: _____

BluLynx Solutions, LLC

Date: _____



Morristown City Council Agenda Item Summary

Date: August 15, 2023

Agenda Item: Authorize Task Order Number 2 with BluLynx Solutions in the amount of \$18,500 for the completion of the 2024-2028 Consolidated Plan for CDBG Programs.

Prepared By: Andrew Ellard

Subject: Task Order No 2 for the 2024-2028 Consolidated Plan (CDBG)

Background: The Consolidated Plan (Con Plan) is a 5-year strategic plan for the potential uses of CDBG funds. The process involves considerable public engagement and coordination with various service agencies to establish a needs assessment, market analysis, and the 5-year strategic plan. It will additionally include the 1-year specific Action Plan for 2024, which is the first program year of the period.

Findings/Current Activity:

The considerable time required for the Consolidated Plan, limitations on staff time, and the urgency to complete this task in a timely manner warrant the use of our CDBG consultant to lead this process.

Financial Impact:

This task order will be 100% grant funded.

Action options/Recommendations:

Approve Task Order No. 2.

Attachment: Task Order No. 2

TASK ORDER 2: CONSOLIDATED PLAN

The following Scope of Services outlines the activities to prepare the City of Morristown's HUD 5-Year 2024-2028 Consolidated Plan and 2024 Annual Action Plan for the City's CDBG Program. BluLynx proposes to prepare the Consolidated Plan & Annual Action Plan for **\$18,500**.

Consolidated Plan and Annual Action Plan Approach & Methodology

BluLynx Solutions will use its unique approach to develop the City of Morristown's Consolidated Plan and Annual Action Plan consisting of all required elements as outlined in the eCon Planning suite in IDIS to include a needs assessment, market analysis, and strategic plan for affordable housing, community development, and homelessness in the community.

The following is a summary of BluLynx's approach developing the Consolidated Plan & Annual Action Plan ensuring maximum efficiency and effectiveness in our performance.

1. Assess and update, if necessary, the City's Citizen Participation Plan to ensure strict compliance with the citizen participation processes and procedures. BluLynx will conduct any required needs assessment meetings and public hearings to include, but not limited to assisting with drafting and publishing public notices and conducting hearings.
2. Follow regulations set forth by Title 24 CFR Part 91 et seq., and, in accordance with instructions prescribed by HUD for the preparation of all Plans, including tables and narratives, in accordance with the following regulations:
 - Subpart A: General Program Overview and Definitions – § 91.1
 - Subpart B: Citizen Participation and Consultation – § 91.100
 - Subpart C: Local Governments; Contents of Consolidated Plan – § 91.200

Subpart A: General Program Overview and Definitions – § 91.1

As a steward of the public trust, BluLynx strives to maintain a balanced and fair approach in all its grant management and document preparation activities. We are dedicated to program integration and simplification, resulting in a streamlined approach to program administration with a cost-conscious management process.

Subpart B: Citizen Participation and Consultation – § 91.100

BluLynx will consult with the agencies that provide housing and social services, fair housing services, homeless services, health services, local public housing authorities and adjacent jurisdictions, as necessary. To receive as much citizen participation as possible in this Consolidated Planning Process, BluLynx will hold virtual Needs Assessment Workshops and conduct a Needs Assessment Survey to solicit input from residents, non-profits, and community advocates. BluLynx will also hold at least one public hearing on the draft of the Consolidated Plan and Annual Action Plan to solicit feedback and comments from stakeholders and the public. BluLynx will also assist the City's personnel in preparing Public Notices, stakeholder surveys and announcements for publication or inclusion on the jurisdiction's website in English and Spanish, if deemed necessary.

Subpart C: Local Governments; Contents of Consolidated Plan – § 91.200

BluLynx will prepare a Consolidated Plan that helps the City to assess its affordable housing, homelessness, and community development needs and market conditions to inform data-driven, place-based investment decisions. BluLynx will assist the City with analyzing the needs within the jurisdiction and proposing strategies to meet those needs. Through the Consolidated Plan process, BluLynx will conduct a Needs Assessment and Market Analysis to outline needs in affordable housing, homelessness, special needs (non-homeless), and community development.

BluLynx Solutions will employ various methods of gathering information including consultation with local agencies, public outreach, a review of demographic and economic data sets, and a housing market analysis. Once finished, these portions of the Consolidated Plan form the basis of the Strategic Plan.

BluLynx will provide a detailed Strategic Plan to detail how the City will address its priority needs based on the market's current condition, the expected availability of funds, and City's capacity to administer the plan.

In short, BluLynx will provide a detailed analysis of the following:

Needs Assessment

- Demographic and Population Analysis
- Housing Needs Assessment, including public and assisted housing
- Homeless Needs Assessment
- Non-Homeless Needs Assessment
- Non-Housing Community Development Needs Assessment

Market Analysis

- Housing Market Analysis, including public and assisted housing
- Homelessness Market Analysis
- Non-Homeless Market Analysis
- Non-Housing Community Development Needs Assessment
- Barriers to Affordable Housing

Strategic Plan

- Affordable Housing Strategy
- Homelessness Strategy
- Anti-Poverty Strategy
- Community Development Strategy

3. Conduct public Needs Assessment Workshops. BluLynx will adhere to the best practices for citizen participation and ensure the following:

- In coordination with the Project Committee, BluLynx will conduct a minimum of two public Needs Assessment Workshops will be held at a time and place convenient for the participation of residents in the City, to identify the needs of low and moderate-income persons in those areas.
- BluLynx will conduct at least one public hearing held at a time and place convenient for the participation of residents, to present the draft Consolidated Plan and Annual Action Plan.
- Hold additional hearings and study sessions as needed.

4. Submission of the draft to City staff

- BluLynx will submit first draft of the Consolidated Plan/Annual Action Plan to the City for review and approval. BluLynx will revise the final draft of the document to reflect any changes required by City staff.
- BluLynx will present draft the Consolidated Plan and Annual Action Plan for public comment. BluLynx will receive and address comments and/or recommendations made by City staff, and the public or other stakeholders. BluLynx will prepare and track any revisions subsequently made to the draft(s).
- Upon final revisions, coordinate with the City staff on submission of final documents including the Consolidated Plan utilizing eCon Planning Suite guidelines, to meet HUD submission deadline.

5. Submission of the Consolidated Plan to the U.S. Department of Housing and Urban Development within the time limits established by HUD for such submission. BluLynx has reviewed the planning tool and is prepared to submit the plan in IDIS using the Con Plan template on behalf of the jurisdiction.

6. Deliver final document to City staff or representatives with appendix containing pertinent data sources, copies of data collected, and any other records or supporting documentation used in the compilation and development of the document revisions. Should HUD require revisions, BluLynx will bring the document to an acceptable level within the HUD-designated timeframe.

7. Obtain HUD approval of the Consolidated Plan.

- **Consolidated Plan Completion Timeline**
- Grantee Program Year July 1- June 30
- ConPlan Due to HUD – May 15

DATE	ANALYSIS	OUTREACH
1 September 2023 - November 2023	• Leverage communication to request existing stakeholder data	• Contact Stakeholders to obtain dates of availability
	• Collect available Census data (2000, 2010, 2020 Decennial Census Data and 2022 ACS data) and organize them into relevant graphs	• Finalize list of required individual meetings/focus groups
	• Perform Census analysis where appropriate	• Update the community participation plan
	• Collect local data otherwise unavailable from HUD/Census to include Home Mortgage Disclosure Act (HMDA) data, Racially or Ethnically Concentrated Areas of Poverty (R/ECAPS)	• Continue following up on stakeholder contacts
	• Finish Demographic Summary Analysis	• Invite other regional jurisdictions/entities to join
	• Collect and analyze any fair housing complaint data from HUD's FHEO, and Equal Opportunity Office and from State, Regional and local fair housing authorities and gather Fair Housing Educational data	• Begin individual meetings/focus groups
	• Launch stakeholder survey/ closes October 2023	• Promote Stakeholder Survey
	• Research and analyze demographic data relative to Protected Classes and Disparities in Access to Opportunities	
	• Construct Affordable Housing Snapshot	
3 December 2023 - February 2024	• Draft Affordable Housing and Community Development Goals and Priority Needs	• Publicize public hearing
	• Draft Annual Goals and Priorities	• 30-day Public Comment period
	• Draft Consolidated Plan and Annual Action Plan submitted to the City with all accompanying data	
4 March 2024 - May 2024	• Public Comment and submit the final first draft of the Consolidated Plan and Annual Action Plan	• Compile and respond to comments
	• Obtain Consolidated Plan and Action Plan approving authority	• Incorporate comments into Consolidated Plan
	• Submit Consolidated Plan to HUD via Econ Planning System in IDIS	• 30-day Public Comment period

Progress payment requests for the Consolidated Plan will be submitted by BluLynx upon completion of tasks as listed above.

Acceptance Signatures

City of Morristown

Date: _____

BluLynx Solutions, LLC

Date: _____



Morristown City Council Agenda Item Summary

Date: August 15, 2023

Agenda Item: Authorize purchase of one (1) 2023 Ford F250 Crew Cab 4WD Pickup, from Ford of Murfreesboro via statewide contract (#209) totaling \$50,382.00.

Prepared By: Jeanna Vanek

Subject: Public Works Vehicle Purchase

Background: The Public Works Department would like to purchase the vehicle described above.

Findings/Current Activity:

Ford of Murfreesboro has provided the attached quote. Pricing for the vehicles has been approved under statewide contract #209.

Financial Impact:

This purchase will be funded by appropriated FY24 Public Works motor equipment budget line.

Total cost per vehicle = \$50,382.00

Total purchase cost = \$50,382.00

Action options/Recommendations:

Authorize staff to make a one-time purchase of (1) 2023 Ford F250 Crew Cab 4WD Pickup, White

Attachment: Ford of Murfreesboro Quote and SWC #209

Ford of Murfreesboro

John Hamby
1550 NW Broad St.
Murfreesboro, TN 37129

SALES QUOTATION

STATE CONTRACT- 000075348

TO:

MORRISTOWN

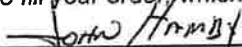
2023 FORD F250 CREW CAB 4WD PICKUP
WHITE 6.5 FT BED

F.O.B.
TERMS
DELIVERY
NUMBER

Thank you for your inquiry dated: February 17, 2023
We are pleased to quote you the following:

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	DELIVERY DATE
1	1	2023 FORD F250 CREW CAB 4WD PICKUP	\$44,567.00	TBD
2		6.8 LITER V-8 GAS, 10 SPEED TRANSMISSION		
3		EXTERIOR- WHITE		
4		INTERIOR- DARK SLATE VINYL		
5		OPTIONS LISTED ON WINDOW STICKER	\$5,815.00	
6				
7				
8				
9				
10				
11				
12		TOTAL X 1	\$50,382.00	

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.



PER

February 17, 2023

DATE



Prepared by: JOHN HAMBY

02/17/2023

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2023 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 325

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W2B	Base Vehicle Price (W2B)	\$50,560.00
Packages		
600A	Order Code 600A <i>Includes:</i> - Engine: 6.8L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift-G 10-Speed Automatic Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road. - 3.73 Axle Ratio - GVWR: 10,000 lb Payload Package - Tires: LT245/75Rx17E BSW A/S Spare may not be the same as road tire. - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.	N/C
Powertrain		
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included
44F	Transmission: TorqShift-G 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</i>	Included
X37	3.73 Axle Ratio	Included
STDGV	GVWR: 10,000 lb Payload Package	Included
Wheels & Tires		
TD8	Tires: LT245/75Rx17E BSW A/S Spare may not be the same as road tire.	Included
64A	Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments.	Included
Seats & Seat Trim		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



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Price Level: 325

As Configured Vehicle (cont'd)

Code	Description	MSRP
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included
Other Options		
160WB	160" Wheelbase	STD
PAINT	Monotone Paint Application	STD
587	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i>	Included
	<i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	
96V	XL Chrome Package <i>Includes:</i> - BoxLink <i>Includes 4 premium locking cleats and interface brackets.</i> - Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Chrome Rear Step Bumper - Halogen Fog Lamps	\$225.00
47B	Snow Plow/Camper Package <i>Includes computer selected springs for snowplow application and heavy service front springs (1 up upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment), rear auxiliary springs and slide-in camper certification. Note 1: Salesperson's source book or Ford RV trailer towing guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability. Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. Expect firmer ride when vehicle is not equipped with snowplow and/or camper. Note 2: May result in deterioration of ride quality when vehicle is not equipped with snowplow and/or camper. Note 3: Dual battery (86M) recommended with 6.8L or 7.3L gasoline engines; see Body Builders Layout Book for details.</i> <i>Includes:</i> - 190 Amp Alternator - Rear Stabilizer Bar	\$305.00
86M	Dual 68 AH/65 AGM Batteries	\$210.00
67D	190 Amp Alternator	Included
67B	410 Amp Dual Alternators <i>Includes 250 Amp + 160 Amp.</i>	\$115.00
66L	LED Box Lighting <i>Includes LED Center High-Mounted Stop Lamp (CHMSL).</i>	\$60.00
18B	Platform Running Boards	\$445.00

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Price Level: 325

As Configured Vehicle (cont'd)

Code	Description	MSRP
85G	Tailgate Step & Handle	\$375.00
85S	Tough Bed Spray-In Bedliner <i>Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.</i>	\$595.00
43C	120V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>	\$175.00
66S	Upfitter Switches (6) <i>Located in overhead console.</i>	\$165.00
91G	Amber-Wht 360 Deg LED Warn Strobes (Pre-Installed) <i>Includes dual beacon.</i>	\$650.00
153	Front License Plate Bracket <i>Standard in states requiring 2 license plates and optional to all others.</i>	N/C

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty <i>Requires valid FIN code.</i> <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
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Emissions

425	50-State Emissions System	STD
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Exterior Color

Z1_01	Oxford White	N/C
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Interior Color

AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
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Upfit Options

Ford accessory	Front and Rear strobe lights.	\$2,495.00
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02/17/2023

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Price Level: 325

As Configured Vehicle (cont'd)

Code	Description	MSRP
SUBTOTAL		\$56,375.00
Destination Charge		\$1,895.00
TOTAL		\$58,270.00

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

Statewide Multi-Year Contract Issued to:

TT of F Murfreesboro Inc
1550 NW Broad St
Murfreesboro, TN 37129

Vendor ID: 0000141024

Contract Number: 0000000000000000000075348

Title: SWC209 Vehicles

Start Date : July 01, 2022 End Date: December 31, 2023

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

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

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

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

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

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-5971
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000179934
Police, Vehicles, 2023 Ford, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-001
Manufacturer Item #:
Unit Price: \$ 0

Line 2

Item ID: 1000179935
Sedans, 2023 Ford, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-002
Manufacturer Item #:
Unit Price: \$ 0

Line 3

Item ID: 1000179936
Minivan and Full-size Vans, 2023 Ford (Passenger, Cargo, Cut-Away), Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-003
Manufacturer Item #:
Unit Price: \$ 0

Line 4

Item ID: 1000179937
Sport Utility Vehicles, 2023 Ford (SUVs), Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-004
Manufacturer Item #:
Unit Price: \$ 0

Line 5

Item ID: 1000179938
Light Trucks, 2023 Ford (Class 1, 2, 3, 4, 5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-005
Manufacturer Item #:
Unit Price: \$ 0

Line 6

Item ID: 1000179939
Medium Trucks, 2023 Ford (Class 6, 7) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-006
Manufacturer Item #:
Unit Price: \$ 0

Line 7
Item ID: 1000179941
Optional Equipment, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-COBB-008
Manufacturer Item #:
Unit Price: \$ 0

APPROVED:  Digitally signed by Michael E. Perry
DN: cn=Michael E. Perry, o=State of
Tennessee, ou=Central Procurement,
Office=email-mike.perry@tn.gov, c=US
Date: 2022.06.24 06:09:29 -05'00'

CHIEF PROCUREMENT OFFICER

BY:  Digitally signed by
Mike Neely
Date: 2022.06.24
06:54:42 -05'00'

PURCHASING AGENT

DATE



Morristown City Council Agenda Item Summary

Date: August 15, 2023

Agenda Item: Authorize purchase of a Ford Transit van per the attached quote for \$51,743.98 from Duval Ford via an open governmental agreement between Duval Ford and Bradford County, Florida.

Prepared By: Andrew Ellard

Subject: Police SRT Van Purchase

Background: The Police Department has a Ford Transit van on order from Lonnie Cobb (dealership) along with other police vehicles as a part of the FY 2023 purchase order. That van is no longer going to be available – for at least two more years.

Findings/Current Activity:

Bradford County, Florida issued an RFP in 2022 for law enforcement vehicles, much like what is seen in a cooperative purchase format. In addition to identifying various vendors and types of equipment deemed to be satisfactory, the end-product identifies pricing structure and warranty details. One of the resulting contracts with Duval Ford also invites any other governmental entity to utilize the contract for purchasing.

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

Financial Impact:

This purchase was originally incorporated in the FY 2023 budget and as part of an FY 2023 purchase order. The line item of the PO (for the van) will be canceled, and a budget amendment later in FY 2024 will be necessary to allocate funds properly in FY 2024. The cost of this vehicle will be approximately \$7,744, higher than what was originally planned in FY 23, but is \$20 less than the existing purchase order with Lonnie Cobb.

Action options/Recommendations:

Staff recommends the purchase.

Attachment: Quote, Contract BCSO 22-27 1.0 and Addendum No. 1 (Bradford County, FL)



MORRISTOWN POLICE DEPARTMENT

Prepared for:	Contract Holder	8/10/23
MORRISTOWN POLICE DEPARTMENT	Duval Ford	
SGT DIANA MORGAN	Bambi Darr	
423-117-1676	(Work) 904-381-6596	
dmorgan@mymorristown.com	Bambi.Darr@duvalfleet.com	
FIN CODE: QD153	405 Lane Ave N	
	Jacksonville, FL 32254	

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

Code	Equipment	OEM Price Level:	BCSO Contract Price
2023 W1X	2023 FORD TRANSIT T-350 HIGH ROOF CARGO VAN SRW RWD	\$ 47,885.00	\$ 47,249.10
OEM freight	Factory Destination	\$ 1,895.00	\$ 1,926.27
YZ	EXTERIOR: Oxford White	\$ -	\$ -
VK	INTERIOR: Gray Vinyl Seats	\$ -	\$ -
998.44U	3.5L V6 GAS ENGINE / 10-SPEED TRANSMISSION	\$ -	\$ -
101A	EQUIPMENT GROUP: XL	\$ -	\$ -
148	148" WHEELBASE	\$ -	\$ -
INCL	NO CARGO REAR OR SIDE WINDOWS	\$ -	\$ -
INCL	POWER WINDOWS & DOOR LOCKS	\$ -	\$ -
X4L	4.10 LIMITED SLIP AXLE	\$ -	\$ -
16E	VINYL FLOOR- FRONT & REAR	\$ 223.00	\$ 226.68
545	SHORT-ARM POWER HEATED MIRRORS	\$ 145.00	\$ 147.39
58V	RADIO- SYNC3 WITH 4" SCREEN	\$ 255.00	\$ 259.21
81C	VEHICLE MAINTENANCE MONITOR	\$ 41.00	\$ 41.88
68J	EXTENDED LENGTH RUNNING BOARDS	\$ 596.00	\$ 605.83
86F	ADDITIONAL KEY W/ REMOTE- 4 TOTAL	\$ 69.00	\$ 70.14
942	DAYTIME RUNNING LIGHTS	\$ 41.00	\$ 41.68
98F	E-85 FLEX FUEL CAPABLE	\$ -	\$ -
Discount	Government Concession reflected in Base Vehicle Price		
Ceiling Markup	Primary Awardee Ceiling Markup	1.65%	
Discount	Discount off Invoice reflected in Base Vehicle Price	\$ (1,426.00)	
Ceiling Percentage Markup: Accessories		28%	\$ -
Ceiling Percentage Markup: Vans		22%	\$ -
Final Delivery			
Labor	Total Labor Hours for installation of parts	\$ -	\$ -
Freight	Freight on Parts	\$ -	\$ -
37814	Destination & Fuel to end user zip code (calculated from 32210 to EU zip Code)	\$ 2.00	\$ 1,176.00
OOS	OUT OF DEALER STOCK UNITS: 8309/ PKA99494	\$ -	\$ -
NOTE			
UNIT COST			\$ 51,743.98
TOTAL QUANTITY	1	TOTAL PURCHASE	\$ 51,743.98

CNGP530 VEHICLE ORDER CONFIRMATION 08/10/23 09:10:1
==> Dealer: F2408
2023 TRANSIT NA Page: 1 of
Order No: 0009 Priority: J4 Ord FIN: QD065 Order Type: 5B Price Level: 36
Ord PEP: 101A Cust/Flt Name: B PO Number:
RETAIL DLR INV RETAIL DLR INV
W1X HR CARGO RWD \$50405 \$47885.00 192 WIFI 4G DELETE \$(20) \$(18.00)
148" WHEELBASE 20C 9500# GVNR NC NC
YZ OXFORD WHITE 425 50 STATE EMISS NC NC
V VINYL 545 SHRT PWR HT MIR 160 145.00
K PALAZZO GRAY 57B MANCAL A/C NC NC
01A PREF EQUIP PKG 58V SYNC3 4" SCN 280 255.00
.XL TRIM 61C VHL MAINT MONTR 45 41.00
998 3.5L PFDI V6 68J EX LNG RNG BDS 655 596.00
44U 10-SPEED TRANS
TCB .235/65R16C BSW TOTAL BASE AND OPTIONS 53735 49681.48
X4L 4.10 LS NC NC TOTAL 53735 49681.48
JOB #1 ORDER *THIS IS NOT AN INVOICE*
FRT LICENSE BKT NC NC
16E VINYL F/R FLOOR 245 223.00 * MORE ORDER INFO NEXT PAGE *
19X STRT/ST REMOVAL (50) (46.00) F8=Next
86F 2 ADDL KEYS \$75 \$69.00
942 DAYTIME LAMPS 45 41.00
98F FLEX FUEL CAPBL NC NC
SP FLT ACCT CR (1426.00)
FUEL CHARGE 21.48
DEST AND DELIV 1895 1895.00
TOTAL BASE AND OPTIONS 53735 49681.48
TOTAL 53735 49681.48
THIS IS NOT AN INVOICE



09/12/2022

To whom it may concern,

The Bradford County Sheriff's Office received sealed bids after posting the Request for Proposal in the Bradford County Telegraph and on our website. On 09/06/22, in the lobby of the Sheriff's Office @ 10:00 am the following bids were received.

- 1) Bozard Ford
- 2) Duval Ford
- 3) Duval Chevrolet

Following a Command Staff review of the proposals, the following contracts were awarded based on the evaluation table described in the Request for Proposal.

Ford vehicles:

Primary Contract Awarded to Duval Ford
Alternate Awarded to Bozard Ford

Chevrolet vehicles:


Primary Contract Awarded to Duval Chevrolet
Alternate- No Bid

Other manufacturers:

No Bid

Information regarding the Contract (BCSO 22-27-1.0) and the Proposals will be listed on our website (bradfordsheriff.org) under the Finance section. For any questions or concerns please contact me during regular business hours.

Thanks,


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



Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

**BRADFORD COUNTY
SHERIFF'S OFFICE**

Gordon Smith
Sheriff

TITLE:		BRADFORD COUNTY SHERIFF'S OFFICE VEHICLE PURCHASING CONTRACT BCSO (22-27-1.0)
EXECUTED:		09/13/22 <i>ASL</i>
EFFECTIVE:		September 12, 2022
TERM:		FIVE (5) Years with Option to Extend/Renew
ATTACHMENTS:	A.	SPECIFICATIONS
	B.	PRICING AND DISCOUNTS

TERMS AND CONDITIONS

This AGREEMENT is established by and between **Duval Ford**, (hereinafter referred to as "VENDOR") whose address is **1616 Cassat Avenue (Jacksonville, FL)** and any duly authorized appointee of the Bradford County Sheriff's Office, an independent constitutional officer with administrative offices at 945B N TEMPLE AVE; STARKE, Florida (hereinafter referred to as "SHERIFF") (collectively hereinafter referred to as "PARTIES").

WHEREAS; VENDOR wishes to enter into a contractual relationship with SHERIFF for the provision of goods or services;

WHEREAS; VENDOR agrees to provide goods and services to SHERIFF, as he may request from time to time, based upon all terms and conditions contained in official Purchase Orders referencing this AGREEMENT which are incorporated herein; and

WHEREAS; SHERIFF requires all VENDORS to agree with and comply with, the terms and conditions of this AGREEMENT as detailed herein.

NOW THEREFORE, as a condition precedent to entering into a contractual relationship with the SHERIFF, the VENDOR agrees as follows:

A. GENERAL

VENDOR understands that this is not an exclusive contract with SHERIFF for the provision of goods and services. SHERIFF may utilize other vendors without penalty or cost to SHERIFF.

The PARTIES agree that to the extent VENDOR's Contract/Invoice, or any subsequent contract,



invoice, or addendum, contains any terms or conditions which are in conflict with or require any action that conflicts with the terms contained in this AGREEMENT, the terms of this AGREEMENT shall control - regardless of the order of execution of these documents.

The VENDOR shall not change the terms and conditions contained herein unless such change is in writing and executed by the PARTIES. Failure to deliver or to comply with any of the terms and conditions of this AGREEMENT may disqualify VENDOR from receiving future orders.

B. QUALITY

All materials or services furnished by VENDOR must be as specified, and subject to inspection and approval by SHERIFF within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authorization from SHERIFF. Materials rejected will be returned at the VENDOR's risk and expense.

C. QUANTITY/PRICE

The quantity of materials ordered, or the prices specified, must not be exceeded without written authorization being first obtained from SHERIFF. Prices quoted will include a discount off MSRP and/ or the percentage markup over vendor cost as contained in the vendor bid document. Discounts off manufacturer's price lists will be reflected on quotes per vendor's bid submission and will be extended to manufacturer and dealer installed options. Quotes must follow the outline set forth in the quote template section "m" contained in the bid announcement, terms and conditions. [see attachments]

D. INDEMNITY AND INSURANCE

SHERIFF agrees to be responsible for the acts or omissions of his employees to the extent permitted under Florida law. Nothing herein shall operate as a waiver of SHERIFF'S sovereign immunity. SHERIFF does not agree to indemnify or hold harmless VENDOR. There are no intended third-party beneficiaries arising out of or in any way connected to this AGREEMENT, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this AGREEMENT any rights, benefits, or privileges to rely on or demand performance of any provision of this AGREEMENT. VENDOR further agrees to provide workers' compensation coverage for all of VENDOR'S employees, and to maintain such general and auto liability insurance as is deemed necessary by SHERIFF for the circumstances and operations of VENDOR. VENDOR further agrees to provide SHERIFF with Certificates of Insurance, indicating the amount of coverage in force, upon request.

E. PACKING

Packages must be plainly marked with shipper's name and Purchase Order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing.

F. DELIVERY

All materials must be shipped F.O.B. Destination. SHERIFF will not pay freight or express charges. If a specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE.



Upon receipt of a Purchase Order under this AGREEMENT, the VENDOR shall contact the SHERIFF to confirm the order and a mutually agreeable delivery date. Deliveries shall be made between 8:30 A.M. and 4:30 P.M. Monday through Friday, except for holidays, unless otherwise stated.

G. MATERIAL SAFETY DATA SHEET VENDOR agrees to furnish SHERIFF with a current Material Safety Data Sheet (MSDS) on or before delivery as required by Florida Statute.

H. OSHA REQUIREMENT

VENDOR hereby guarantees SHERIFF that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Act of 1970, as from time to time amended and in force at the date hereof.

I. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133 (2) Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$25,000) for a period of 36 months following the date of being placed on the convicted vendor list. VENDOR hereby swears or affirms that it isn't currently on any such list or otherwise been suspended or barred from providing services or products by any local, state or federal regulatory or governmental entity.

J. PROMPT PAYMENT ACT

Contained below are provisions of Chapter 218, Florida Statutes, which regulates payments made by local governmental entities for non-construction services or goods. As an Independent Elected Constitutional Office, SHERIFF is bound by the provisions of this Chapter and all contracts entered into between SHERIFF and private vendors are governed by its terms. This section shall extend to the eligible governmental agencies as qualified users of this agreement which are statutorily referred to as: "Governmental agency" means a county, a municipality, a district school board, or any other unit of local government or political subdivision in this state.

Attached below are the pertinent parts of Chapter 218, Florida Statutes, relating to payments made by SHERIFF. These requirements supersede any terms in agreements entered into between the SHERIFF and any vendor or contractor doing business with SHERIFF.

The time at which payment is due for purchases made by SHERIFF shall be calculated from:

1. The date on which a proper invoice is received by the chief disbursement officer of the



- local governmental entity after approval by the governing body, if required; or
2. If a proper invoice is not received by the local governmental entity, the date:
 - a. On which delivery of personal property is accepted by the local governmental entity;
 - b. On which services are completed;
 - c. On which the rental period begins; or
 - d. On which SHERIFF and VENDOR agree in a contract that provides dates relative to payment periods; whichever date is latest.
 3. SHERIFF shall establish procedures whereby each payment request or invoice received by it is marked as received on the date on which it is delivered to an agent or employee of SHERIFF or of a facility or office of the SHERIFF.
 4. The payment due date for contracts for the purchase of goods or services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.
 5. If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. 218.73 or s. 218.735.
 6. All payments, due from SHERIFF and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. VENDOR must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

K. SCRUTINIZED VENDOR LIST

By executing this Agreement, VENDOR certifies that: it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million (\$1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If SHERIFF determines, using credible information available to the public, that VENDOR has submitted a false certification, SHERIFF shall provide VENDOR with written notice of its determination. VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If VENDOR does not make such demonstration within ninety (90) days after receipt of the notice, SHERIFF shall bring a civil action against VENDOR. If a civil action is brought and the court determines that VENDOR has submitted a false certification, VENDOR shall pay a civil penalty equal to the greater of two million (\$2,000,000) dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, VENDOR will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date SHERIFF determined that VENDOR submitted a false certification, pursuant Section 287.135(5)(a), Florida Statutes



L. GOVERNING LAW, JURISDICTION AND VENUE

The terms and conditions of this agreement shall be construed in accordance with and governed by the laws of the State of Florida. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation, and enforcement of this AGREEMENT shall be instituted and litigated in the courts of the State of Florida, located in Bradford County, Florida, without regard to conflicts of laws principles. In accordance herewith, the parties to this AGREEMENT submit to the jurisdiction of the courts of the State of Florida located in Bradford County, Florida.

M. ARBITRATION/MEDIATION

SHERIFF does not agree to binding arbitration or mediation nor waive SHERIFF'S right to use the courts in the event that a breach or other circumstance necessitates litigation as a tool to ensure that the rights of the agency and the citizenry are protected.

N. WARRANTY

SHERIFF does not agree to waive direct, special or exemplary damages.

O. SECURITY

Due to the confidential and sensitive nature of the work performed by SHERIFF, VENDOR and contractors may be subjected to background checks upon SHERIFF'S request. VENDOR and contractors may be required to provide information about themselves, their employees, and subcontractors, in order to permit SHERIFF to conduct background checks on persons entering secure areas, accessing secure information or otherwise providing supplies or services to SHERIFF. SHERIFF retains the right to limit or refuse access to any person at his sole discretion and vendors and contractors agree to abide that decision without cost or penalty to SHERIFF.

P. TERMINATION

This AGREEMENT may be terminated at any time by SHERIFF, for any reason or no reason at all, upon providing thirty (30) days advance written notice to the VENDOR. SHERIFF shall pay for all supplies and services provided by VENDOR as of the date of termination.

Q. APPROPRIATION

This AGREEMENT is subject to availability and annual appropriation of funds by the County, County Council, (Council). If funding for vehicle purchasing is not appropriated by the Council for any fiscal period during the term hereof, then SHERIFF shall immediately terminate this AGREEMENT upon written notice to VENDOR. In the event of such termination, VENDOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date. Such termination by SHERIFF shall not be deemed a Breach of Contract by SHERIFF, and VENDOR shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

R. MISCELLANEOUS



None of the following terms shall have any effect or be enforceable against SHERIFF or any of his employees or agents:

1. Any term requiring SHERIFF to maintain any type of insurance for the benefit of either SHERIFF or VENDOR.
2. Any term granting VENDOR any security interest in property owned or controlled by SHERIFF, including facilities provided by the County Board of County Commissioners for use by SHERIFF.
3. Any term obligating SHERIFF to pay the costs of collection or attorney's fees.
4. Any term allowing VENDOR to make unilateral modification to any contract entered into or relied upon by the Parties.
5. Any term requiring or stating that the terms of VENDOR'S standard form contract shall prevail over the terms of this Agreement in the event of a conflict.
6. Any term granting VENDOR the right to audit or examine the books, records or accounts of SHERIFF other than as required by law.

S. PUBLIC RECORDS LAW

Chapter 119, FS, is Florida's Public Records Act. Under this law, all records, including contracts are subject to disclosure to the public on demand. There are certain exemptions that can be claimed by SHERIFF to shield certain protected information, but VENDOR is hereby put on notice that the terms and conditions of any agreement entered into between VENDOR and SHERIFF are likely to be disclosed if a public demand is made. SHERIFF does not agree to the confidentiality of any information contained within any documents created or developed as part of any agreement. The Public Records law will always supersede any agreements to the contrary.

The NOTICE provided below is required to be part of any agreement entered into by SHERIFF.

NOTICE

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE COUNTY.

In compliance with 119.0701, Florida Statutes, and 119.011(2), Florida Statutes, the following definitions shall apply to this agreement:

"Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

"Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

Note that in accordance with Florida law the contractor shall:



1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service.
5. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall upon termination of the contract destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records.
7. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
8. The Contractor understands that a request made to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency; however if the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
9. If a contractor does not comply with the public agency's records request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s.119.10, which include the filing of a civil action against a contractor to compel production of public records relating to a public agency's contract for services. The court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
 - a. A notice complies with the requirements of this chapter if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent.
 - b. Such notices must be sent by common carrier delivery service or by registered,



Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

T. E-VERIFY

1. The terms contained in this paragraph shall be defined in accordance with Florida Statute Section 448.095 "Employment Eligibility."
2. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
3. As of January 1, 2021, a public employer (e.g., Sheriff's Office) may not enter into a contract with a contractor, or subcontractor unless each party to the contract registers with and uses the E-Verify system. Every contractor who has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; or subcontractor who is a person or entity that provides labor, supplies, or services to or for a contractor or other subcontractor in exchange for salary, wages, or other remuneration, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.
4. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
5. A contract terminated for violating paragraph 3 above or sections 448.095 subsections (2)(c) 1 or 2, FS, is not a breach of contract and may not be considered as such. Additionally, a contractor whose contract that is terminated as provided for in this paragraph may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.
6. **VENDOR** shall, upon request, provide evidence of compliance with this provision to **SHERIFF**. Failure to comply with this provision is a material breach of the Agreement, and the **SHERIFF** may choose to terminate the Agreement at any time at its sole discretion. **VENDOR** may be liable for all costs associated with **SHERIFF** securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). **VENDOR**, by virtue of acceptance of the Purchase Order certifies that:
 1. **VENDOR** and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Sheriff's Office, provide evidence of such compliance.
 2. **VENDOR** and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
 3. **VENDOR** will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
 4. The Subcontractor will provide **VENDOR** with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
 5. **VENDOR** must maintain a copy of such affidavit.



6. SHERIFF may terminate this Contract on the good faith belief that the VENDOR or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), VENDOR may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. VENDOR is liable for any additional cost incurred by SHERIFF as a result of the termination of this Contract.

U. FOREIGN INFLUENCE

VENDOR represents and warrants that it has made any applicable disclosures to SHERIFF which are required under Section 286.101(3)(a), Florida Statutes, pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

V. GRANTS

Any purchases funded through Federal Grants, including but not limited to UASI, SCHGP, and any other federal grants shall require the VENDOR to comply with the provisions listed in 2 C.F.R. Part 200.

W. SUBCONTRACTORS

VENDOR agrees that as the signatory to this agreement, it is solely responsible for the satisfactory provision of goods and services hereunder. SHERIFF does not authorize subcontractors, joint ventures or third parties to provide goods or services in the performance of this agreement except as identified by VENDOR in its proposal to SHERIFF. All subcontractors, joint ventures or third parties providing goods or services in furtherance of this agreement shall be specifically identified by VENDOR and the Scope of Work will clearly identify the specific goods and or services to be provided by said subcontractors, joint ventures or third parties.

If the services provided by any subcontractor, joint venture or third party requires a specific licensure, certificate, degree or other governmental authorization to provide the services, proof of such licensure, certificate, degree or authorization will be provided by VENDOR to SHERIFF prior to the commencement of work or the payment of any sums due to VENDOR.

X. PROMPT PAYMENT DISCOUNT and FEE CALCULATION

Where SHERIFF and/ or eligible users of this contract pays the VENDOR within 30 days of delivery of a vehicle, the VENDOR shall remit a fee to the Bradford County Sheriff's Office at one half of one percent of the total purchase amount excluding tag fees, extended warranty purchases, and trade in allowances; per unit, that is promptly paid for. Vendor fee reporting to be submitted **monthly** with payment due the 20th of the month following the reporting cycle for all deliveries made within month reporting.

Y. OUT-OF-SERVICE VEHICLES



Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

The SHERIFF has the option to dispose of out-of-service vehicles through the VENDOR. Should the SHERIFF decide to do so, the VENDOR agrees to auction off those vehicles and pay to the SHERIFF the net auction proceeds minus transport costs and \$400 vendor fee per unit.

Z. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties regarding this Agreement and supersedes all prior communications. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations except such representations as are specifically set forth herein, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other. No alteration of these terms and conditions is binding on SHERIFF unless signed by SHERIFF.

Z. TERM AND EXTENSION

The term for this AGREEMENT ("BCSO 22-27-1.0") shall remain in effect for five (5) years from the date of contract execution by the SHERIFF and may be renewed for five (5) years or extended by the PARTIES upon mutual agreement, in writing and executed by the PARTIES, before the expiration of the original term or any extension thereof. SHERIFF does not agree to automatic renewals or extensions. AGREEMENT may be extended to other governmental agencies located in the State of Florida with vendor approval.

IN WITNESS THEREOF, the PARTIES have caused this AGREEMENT to be duly executed as of the last day set forth below by the undersigned authorized representatives of the PARTIES.

Bradford County Sheriff's Office

Joe Guil
Name
9/13/22
Date

Approved as to Form and Legality,
for the Reliance of the Bradford County
Sheriff, Florida

VENDOR (Duval Ford)

Richard Tackett
Name **Richard Tackett: GM**
9/13/2022
Date

[Tab 4] Price Proposal

Attachment 1: FORD OEM PRODUCTS: ALL MODELS AND PACKAGES: 1.65%

Attachment 2: Duval Ford AMO percent markup table

Attachment (2a): Exclusions: Ford SVT, ST

Attachment 3: Mileage Statement

Tab 4: Part 1, OEM percent Markup

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	Medium Truck Chassis			
2	>2022	F650	F6A-F650 REG CAB	All Oem Pkg's Packages	1.65%
3	>2022	F650	F6B-F650 REG CAB LO	All Oem Pkg's	1.65%
4	>2022	F650	F6C-F650 REG CAB	All Oem Pkg's	1.65%
5	>2022	F650	F6D-F650 REG CAB	All Oem Pkg's	1.65%
6	>2022	F650	F6E-F650 REG CAB LO	All Oem Pkg's	1.65%
7	>2022	F650	F6T-F650 REG CAB TR	All Oem Pkg's	1.65%
8	>2022	F750	F7A-F750 REG CAB	All Oem Pkg's	1.65%
9	>2022	F750	F7D-F750 REG CAB	All Oem Pkg's	1.65%
10	>2022	F750	F7T-F750 REG CAB TR	All Oem Pkg's	1.65%
11	>2022	F650	W6A-F650 CREW CAB	All Oem Pkg's	1.65%
12	>2022	F650	W6B-F650 CRW CAB LO	All Oem Pkg's	1.65%
13	>2022	F650	W6D-F650 CREW CAB	All Oem Pkg's	1.65%
14	>2022	F650	W6E-F650 CRW CAB LO	All Oem Pkg's	1.65%
15	>2022	F650	W6T-F650 CRW CAB TR	All Oem Pkg's	1.65%
16	>2022	F750	W7A-F750 CREW CAB	All Oem Pkg's	1.65%
17	>2022	F750	W7D-F750 CREW CAB	All Oem Pkg's	1.65%
18	>2022	F750	W7T-F750 CRW CAB TR	All Oem Pkg's	1.65%
19	>2022	F650	X6A-F650 SUPER CAB	All Oem Pkg's	1.65%
20	>2022	F650	X6B-F650 SPR CAB LO	All Oem Pkg's	1.65%
21	>2022	F650	X6D-F650 SUPER CAB	All Oem Pkg's	1.65%
22	>2022	F650	X6E-F650 SPR CAB LO	All Oem Pkg's	1.65%
23	>2022	F650	X6T-F650 SPR CAB TR	All Oem Pkg's	1.65%
24	>2022	F750	X7A-F750 SUPER CAB	All Oem Pkg's	1.65%
25	>2022	F750	X7D-F750 SUPER CAB	All Oem Pkg's	1.65%
26	>2022	F750	X7T-F750 SPR CAB TR	All Oem Pkg's	1.65%
	>2022	E-Series Chassis and Cutaway			
28	>2022	ECONOLINE	E3F-COM CUTAWAY VAN	All Oem Pkg's	1.65%
29	>2022	ECONOLINE	E3K-COMM STRIP CHAS	All Oem Pkg's	1.65%
30	>2022	ECONOLINE	E4F-COM CUTAWAY VAN	All Oem Pkg's	1.65%
31	>2022	ECONOLINE	E4K-COMM STRIP CHAS	All Oem Pkg's	1.65%
	>2022	Mustang			
33	>2022	Mustang	P8C-GT COUPE	All Oem Pkg's Excluding SVT	1.65%
34	>2022	Mustang	P8F-GT CONV PREM	All Oem Pkg's Excluding SVT	1.65%
35	>2022	Mustang	P8J-HB COUPE	All Oem Pkg's Excluding SVT	1.65%
36	>2022	Mustang	P8K-BULLITT COUPE	All Oem Pkg's Excluding SVT	1.65%
37	>2022	Mustang	P8R-MACH 1 COUPE	All Oem Pkg's Excluding SVT	1.65%
38	>2022	Mustang	P8S-SHELBY GT500	All Oem Pkg's Excluding SVT	1.65%
39	>2022	Mustang	P8T-MUST ECO COUPE	All Oem Pkg's Excluding SVT	1.65%
40	>2022	Mustang	P8U-ECO CONVERTIBLE	All Oem Pkg's Excluding SVT	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	Expedition			
42	>2022	Expedition	K1F-4X2 XL MAX	All Oem Pkg's	1.65%
43	>2022	Expedition	K1G-4X4 XL MAX	All Oem Pkg's	1.65%
44	>2022	Expedition	K1H-4X2 XLT MAX	All Oem Pkg's	1.65%
45	>2022	Expedition	K1J-4X4 XLT MAX	All Oem Pkg's	1.65%
46	>2022	Expedition	K1K-4X2 LIMITED MAX	All Oem Pkg's	1.65%
47	>2022	Expedition	K1L-4X2 PLATINUM MX	All Oem Pkg's	1.65%
48	>2022	Expedition	K1M-4X4 PLATINUM MX	All Oem Pkg's	1.65%
49	>2022	Expedition	K1N-4X2 K.RANCH MAX	All Oem Pkg's	1.65%
50	>2022	Expedition	K1P-4X4 K.RANCH MAX	All Oem Pkg's	1.65%
51	>2022	Expedition	K2A-4X4 LIMITED MAX	All Oem Pkg's	1.65%
52	>2022	Expedition	U1F-4X2 XL	All Oem Pkg's	1.65%
53	>2022	Expedition	U1G-4X4 XL	All Oem Pkg's	1.65%
54	>2022	Expedition	U1H-4X2 XLT	All Oem Pkg's	1.65%
55	>2022	Expedition	U1J-4X4 XLT	All Oem Pkg's	1.65%
56	>2022	Expedition	U1K-4X2 LIMITED	All Oem Pkg's	1.65%
57	>2022	Expedition	U1L-4X2 PLATINUM	All Oem Pkg's	1.65%
58	>2022	Expedition	U1M-4X4 PLATINUM	All Oem Pkg's	1.65%
59	>2022	Expedition	U1N-4X2 KING RANCH	All Oem Pkg's	1.65%
60	>2022	Expedition	U1P-4X4 KING RANCH	All Oem Pkg's	1.65%
61	>2022	Expedition	U1R-4X4 TIMBERLINE	All Oem Pkg's	1.65%
62	>2022	Expedition	U2A-4X4 LIMITED	All Oem Pkg's	1.65%
	>2022	Bronco Sport SUV			
64	>2022	Bronco Sport SUV	R9A-BRONCO SPT BASE	All Oem Pkg's	1.65%
65	>2022	Bronco Sport SUV	R9B-BRONCO SPT BIG	All Oem Pkg's	1.65%
66	>2022	Bronco Sport SUV	R9C-BRONCO SPT OB	All Oem Pkg's	1.65%
67	>2022	Bronco Sport SUV	R9D-BRONCO SPT BD	All Oem Pkg's	1.65%
	>2022	Transit Connect Van			
69	>2022	Transit Connect Van	E6S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
70	>2022	Transit Connect Van	E6T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
71	>2022	Transit Connect Van	E7S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
72	>2022	Transit Connect Van	E7T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
73	>2022	Transit Connect Van	S6S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
74	>2022	Transit Connect Van	S6T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
75	>2022	Transit Connect Van	S7S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
76	>2022	Transit Connect Van	S7T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
	>2022	Superduty			
78	>2022	F250	F2A-F250 4X2 SD R/C	All Oem Pkg's	1.65%
79	>2022	F250	F2B-F250 4X4 SD R/C	All Oem Pkg's	1.65%
80	>2022	F350	F3A-F350 4X2SDR/CSR	All Oem Pkg's	1.65%
81	>2022	F350	F3B-F350 4X4SDR/CSR	All Oem Pkg's	1.65%
82	>2022	F350	F3C-F350 4X2 SD R/C	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
83	>2022	F350	F3D-F350 4X4 SD R/C	All Oem Pkg's	1.65%
84	>2022	F350	F3E-F350 4X2CHAS/CS	All Oem Pkg's	1.65%
85	>2022	F350	F3F-F350 4X4CHAS/CS	All Oem Pkg's	1.65%
86	>2022	F350	F3G-F350 4X2 CHAS/C	All Oem Pkg's	1.65%
87	>2022	F350	F3H-F350 4X4 CHAS/C	All Oem Pkg's	1.65%
88	>2022	F450	F4C-F450 4X2 SD R/C	All Oem Pkg's	1.65%
89	>2022	F450	F4D-F450 4X4 SD R/C	All Oem Pkg's	1.65%
90	>2022	F450	F4G-F450 4X2 CHAS/C	All Oem Pkg's	1.65%
91	>2022	F450	F4H-F450 4X4 CHAS/C	All Oem Pkg's	1.65%
92	>2022	F550	F5G-F550 4X2 CHAS/C	All Oem Pkg's	1.65%
93	>2022	F550	F5H-F550 4X4 CHAS/C	All Oem Pkg's	1.65%
94	>2022	F600	F6K-F600 4X2 CHAS/C	All Oem Pkg's	1.65%
95	>2022	F600	F6L-F600 4X4 CHAS/C	All Oem Pkg's	1.65%
96	>2022	F250	W2A-F250 4X2 CREW/C	All Oem Pkg's	1.65%
97	>2022	F250	W2B-F250 4X4 CREW/C	All Oem Pkg's	1.65%
98	>2022	F350	W3A-F350 4X2CREW/CS	All Oem Pkg's	1.65%
99	>2022	F350	W3B-F350 4X4CREW/CS	All Oem Pkg's	1.65%
100	>2022	F350	W3C-F350 4X2 CREW/C	All Oem Pkg's	1.65%
101	>2022	F350	W3D-F350 4X4 CREW/C	All Oem Pkg's	1.65%
102	>2022	F350	W3E-F350 4X2CRWCCSR	All Oem Pkg's	1.65%
103	>2022	F350	W3F-F350 4X4CRWCCSR	All Oem Pkg's	1.65%
104	>2022	F350	W3G-F350 4X2 CRW CC	All Oem Pkg's	1.65%
105	>2022	F350	W3H-F350 4X4 CRW CC	All Oem Pkg's	1.65%
106	>2022	F450	W4C-F450 4X2 CRW PU	All Oem Pkg's	1.65%
107	>2022	F450	W4D-F450 4X4 CRW PU	All Oem Pkg's	1.65%
108	>2022	F450	W4G-F450 4X2 CRW CC	All Oem Pkg's	1.65%
109	>2022	F450	W4H-F450 4X4 CRW CC	All Oem Pkg's	1.65%
110	>2022	F550	W5G-F550 4X2 CRW CC	All Oem Pkg's	1.65%
111	>2022	F550	W5H-F550 4X4 CRW CC	All Oem Pkg's	1.65%
112	>2022	F250	X2A-F250 4X2 S/C	All Oem Pkg's	1.65%
113	>2022	F250	X2B-F250 4X4 S/C	All Oem Pkg's	1.65%
114	>2022	F350	X3A-F350 4X2 S/C	All Oem Pkg's	1.65%
115	>2022	F350	X3B-F350 4X4 S/C	All Oem Pkg's	1.65%
116	>2022	F350	X3C-F350 4X2 S/C DR	All Oem Pkg's	1.65%
117	>2022	F350	X3D-F350 4X4 S/C DR	All Oem Pkg's	1.65%
118	>2022	F350	X3E-F350 4X2S/CCCSR	All Oem Pkg's	1.65%
119	>2022	F350	X3F-F350 4X4S/CCCSR	All Oem Pkg's	1.65%
120	>2022	F350	X3G-F350 4X2 S/C CC	All Oem Pkg's	1.65%
121	>2022	F350	X3H-F350 4X4 S/C CC	All Oem Pkg's	1.65%
122	>2022	F450	X4G-F450 4X2 S/C CC	All Oem Pkg's	1.65%
123	>2022	F450	X4H-F450 4X4 S/C CC	All Oem Pkg's	1.65%
124	>2022	F550	X5G-F550 4X2 S/C CC	All Oem Pkg's	1.65%
125	>2022	F550	X5H-F550 4X4 S/C CC	All Oem Pkg's	1.65%
	>2022	Mustang Mach-E			
127	>2022	Mustang Mach-E	K1R-SELECT RWD	All Oem Pkg's	1.65%
128	>2022	Mustang Mach-E	K1S-SELECT AWD	All Oem Pkg's	1.65%
129	>2022	Mustang Mach-E	K2R-CAL ROUTE 1 RWD	All Oem Pkg's	1.65%
130	>2022	Mustang Mach-E	K2S-CAL ROUTE 1 AWD	All Oem Pkg's	1.65%
131	>2022	Mustang Mach-E	K3R-PREMIUM RWD	All Oem Pkg's	1.65%
132	>2022	Mustang Mach-E	K3S-PREMIUM AWD	All Oem Pkg's	1.65%
133	>2022	Mustang Mach-E	K4S-GT AWD	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	F150 SERIES			
135	>2022	F150	F1C-F150 4X2 R/C	All Oem Pkg's	1.65%
136	>2022	F150	F1E-F150 4X4 R/C	All Oem Pkg's	1.65%
137	>2022	F150	W1C-F150 4X2 CREW	All Oem Pkg's	1.65%
138	>2022	F150	W1E-F150 4X4 CREW	All Oem Pkg's	1.65%
139	>2022	F150	W1P-F150 POL RESP	All Oem Pkg's	1.65%
140	>2022	F150	W1S-F150 4X2 CREW	All Oem Pkg's	1.65%
141	>2022	F150	W1T-F150 4X4 CREW	All Oem Pkg's	1.65%
142	>2022	F150	X1C-F150 4X2 S/C	All Oem Pkg's	1.65%
143	>2022	F150	X1E-F150 4X4 S/C	All Oem Pkg's	1.65%
	>2022	Bronco Full Size			
145	>2022	Bronco Full Size	E5A-BRONCO 2DR 4X4	All Oem Pkg's Excluding SVT	1.65%
146	>2022	Bronco Full Size	E5B-BRONCO 4DR 4X4	All Oem Pkg's Excluding SVT	1.65%
147	>2022	Bronco Full Size	E5C-2DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
148	>2022	Bronco Full Size	E5D-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
149	>2022	Bronco Full Size	E5E-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
150	>2022	Bronco Full Size	E5F-2DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
151	>2022	Bronco Full Size	E5G-2 DR ADV AWD HL	All Oem Pkg's Excluding SVT	1.65%
152	>2022	Bronco Full Size	E5H-4 DR ADV AWD HL	All Oem Pkg's Excluding SVT	1.65%
153	>2022	Bronco Full Size	E5J-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
	>2022	Maverick Pickup			
155	>2022	Maverick Pickup	W8E-MAVERICK FWD	All Oem Pkg's	1.65%
156	>2022	Maverick Pickup	W8F-MAVERICK AWD	All Oem Pkg's	1.65%
	>2022	Explorer SUV			
158	>2022	Explorer SUV	K7B-4DR RWD BASE	All Oem Pkg's Excluding ST	1.65%
159	>2022	Explorer SUV	K7D-4DR RWD XLT	All Oem Pkg's Excluding ST	1.65%
160	>2022	Explorer SUV	K7F-4DR RWD LIMITED	All Oem Pkg's Excluding ST	1.65%
161	>2022	Explorer SUV	K7G-4DR RWD ST	All Oem Pkg's Excluding ST	1.65%
162	>2022	Explorer SUV	K7H-4DR RWD PLTNM	All Oem Pkg's Excluding ST	1.65%
163	>2022	Explorer SUV	K7K-4DR RWD ST-LINE	All Oem Pkg's Excluding ST	1.65%
164	>2022	Explorer SUV	K7L-4DR RWD K RANCH	All Oem Pkg's Excluding ST	1.65%
165	>2022	Explorer SUV	K8B-4DR 4WD BASE	All Oem Pkg's Excluding ST	1.65%
166	>2022	Explorer SUV	K8D-4DR 4WD XLT	All Oem Pkg's Excluding ST	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
167	>2022	Explorer SUV	K8F-4DR 4WD LIMITED	All Oem Pkg's Excluding ST	1.65%
168	>2022	Explorer SUV	K8G-4DR 4WD ST	All Oem Pkg's Excluding ST	1.65%
169	>2022	Explorer SUV	K8H-4DR 4WD PLTNM	All Oem Pkg's Excluding ST	1.65%
170	>2022	Explorer SUV	K8J-4DR 4WD TMBLINE	All Oem Pkg's Excluding ST	1.65%
171	>2022	Explorer SUV	K8K-4DR 4WD ST-LINE	All Oem Pkg's Excluding ST	1.65%
172	>2022	Explorer SUV	K8L-4DR RWD K RANCH	All Oem Pkg's Excluding ST	1.65%
	>2022	Transit Van			
174	>2022	Transit Van	E1C-MR CARGO RWD	All Oem Pkg's	1.65%
175	>2022	Transit Van	E1D-MR CREW RWD	All Oem Pkg's	1.65%
176	>2022	Transit Van	E1Y-LR CARGO RWD	All Oem Pkg's	1.65%
177	>2022	Transit Van	E1Z-LR CREW RWD	All Oem Pkg's	1.65%
178	>2022	Transit Van	E2C-MR CARGO AWD	All Oem Pkg's	1.65%
179	>2022	Transit Van	E2D-MR CREW AWD	All Oem Pkg's	1.65%
180	>2022	Transit Van	E2Y-LR CARGO AWD	All Oem Pkg's	1.65%
181	>2022	Transit Van	E9Z-LR CREW AWD	All Oem Pkg's	1.65%
182	>2022	Transit Van	F1P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
183	>2022	Transit Van	F1Y-LR CARGO RWD	All Oem Pkg's	1.65%
184	>2022	Transit Van	F1Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
185	>2022	Transit Van	F2P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
186	>2022	Transit Van	F2Y-LR CARGO AWD	All Oem Pkg's	1.65%
187	>2022	Transit Van	F2Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
188	>2022	Transit Van	F4U-HR CARGO AWD	All Oem Pkg's	1.65%
189	>2022	Transit Van	F4V-HR CREW RWD	All Oem Pkg's	1.65%
190	>2022	Transit Van	F4W-HR CREW AWD	All Oem Pkg's	1.65%
191	>2022	Transit Van	F4X-HR CARGO RWD	All Oem Pkg's	1.65%
192	>2022	Transit Van	F5X-HR CARGO RWD	All Oem Pkg's	1.65%
193	>2022	Transit Van	F6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
194	>2022	Transit Van	F6X-HR CARGO AWD	All Oem Pkg's	1.65%
195	>2022	Transit Van	F6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
196	>2022	Transit Van	F7C-MR CARGO RWD	All Oem Pkg's	1.65%
197	>2022	Transit Van	F7X-HR CARGO RWD	All Oem Pkg's	1.65%
198	>2022	Transit Van	F8C-MR CARGO AWD	All Oem Pkg's	1.65%
199	>2022	Transit Van	F8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
200	>2022	Transit Van	F8X-HR CARGO AWD	All Oem Pkg's	1.65%
201	>2022	Transit Van	F8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
202	>2022	Transit Van	R1C-MR CARGO RWD	All Oem Pkg's	1.65%
203	>2022	Transit Van	R1D-MR CREW RWD W	All Oem Pkg's	1.65%
204	>2022	Transit Van	R1V-HR CREW RWD W	All Oem Pkg's	1.65%
205	>2022	Transit Van	R1X-HR CARGO RWD	All Oem Pkg's	1.65%
206	>2022	Transit Van	R1Y-LR CARGO RWD	All Oem Pkg's	1.65%
207	>2022	Transit Van	R1Z-LR CREW RWD	All Oem Pkg's	1.65%
208	>2022	Transit Van	R2C-MR CARGO AWD	All Oem Pkg's	1.65%
209	>2022	Transit Van	R2D-MR CREW AWD	All Oem Pkg's	1.65%
210	>2022	Transit Van	R2V-HR CREW AWD	All Oem Pkg's	1.65%
211	>2022	Transit Van	R2X-HR CARGO AWD	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
212	>2022	Transit Van	R2Y-LR CARGO AWD	All Oem Pkg's	1.65%
213	>2022	Transit Van	R2Z-LR CREW AWD	All Oem Pkg's	1.65%
214	>2022	Transit Van	R3U-HR CARGO AWD	All Oem Pkg's	1.65%
215	>2022	Transit Van	R3X-HR CARGO RWD	All Oem Pkg's	1.65%
216	>2022	Transit Van	R5P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
217	>2022	Transit Van	R5Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
218	>2022	Transit Van	R7P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
219	>2022	Transit Van	R7Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
220	>2022	Transit Van	S4U-HR CARGO AWD	All Oem Pkg's	1.65%
221	>2022	Transit Van	S4V-HR CREW RWD	All Oem Pkg's	1.65%
222	>2022	Transit Van	S4W-HR CREW AWD	All Oem Pkg's	1.65%
223	>2022	Transit Van	S4X-HR CARGO RWD	All Oem Pkg's	1.65%
224	>2022	Transit Van	S6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
225	>2022	Transit Van	S6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
226	>2022	Transit Van	S8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
227	>2022	Transit Van	S8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
228	>2022	Transit Van	U4X-HR PASS XL RWD	All Oem Pkg's	1.65%
229	>2022	Transit Van	U5X-HR PASS XL AWD	All Oem Pkg's	1.65%
230	>2022	Transit Van	U6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
231	>2022	Transit Van	U6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
232	>2022	Transit Van	U8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
233	>2022	Transit Van	U8U-HR CARGO AWD	All Oem Pkg's	1.65%
234	>2022	Transit Van	U8X-HR CARGO RWD	All Oem Pkg's	1.65%
235	>2022	Transit Van	U8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
236	>2022	Transit Van	W1D-MR CREW RWD	All Oem Pkg's	1.65%
237	>2022	Transit Van	W1V-HR CREW RWD	All Oem Pkg's	1.65%
238	>2022	Transit Van	W1X-HR CARGO RWD	All Oem Pkg's	1.65%
239	>2022	Transit Van	W1Y-LR CARGO RWD	All Oem Pkg's	1.65%
240	>2022	Transit Van	W1Z-LR CREW RWD	All Oem Pkg's	1.65%
241	>2022	Transit Van	W2C-MR CARGO AWD	All Oem Pkg's	1.65%
242	>2022	Transit Van	W2D-MR CREW AWD	All Oem Pkg's	1.65%
243	>2022	Transit Van	W2V-HR CREW AWD	All Oem Pkg's	1.65%
244	>2022	Transit Van	W2X-HR CARGO AWD	All Oem Pkg's	1.65%
245	>2022	Transit Van	W2Y-LR CARGO AWD	All Oem Pkg's	1.65%
246	>2022	Transit Van	W2Z-LR CREW AWD	All Oem Pkg's	1.65%
247	>2022	Transit Van	W3U-HR CARGO AWD	All Oem Pkg's	1.65%
248	>2022	Transit Van	W3X-HR CARGO RWD	All Oem Pkg's	1.65%
249	>2022	Transit Van	W4X-HR PASS XL RWD	All Oem Pkg's	1.65%
250	>2022	Transit Van	W4Z-MR PASS XL RWD	All Oem Pkg's	1.65%
251	>2022	Transit Van	W5P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
252	>2022	Transit Van	W5Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
253	>2022	Transit Van	W7P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
254	>2022	Transit Van	W7Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
255	>2022	Transit Van	W9C-MR CARGO RWD	All Oem Pkg's	1.65%
256	>2022	Transit Van	X2C-MR PASS XL RWD	All Oem Pkg's	1.65%
257	>2022	Transit Van	X2X-HR PASS XL RWD	All Oem Pkg's	1.65%
258	>2022	Transit Van	X2Y-LR PASS XL RWD	All Oem Pkg's	1.65%
259	>2022	Transit Van	X9C-MR PASS XL AWD	All Oem Pkg's	1.65%
260	>2022	Transit Van	X9X-HR PASS XL AWD	All Oem Pkg's	1.65%
261	>2022	Transit Van	X9Y-LR PASS XL AWD	All Oem Pkg's	1.65%
	>2022	Edge Suv			

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
263	>2022	Edge Suv	K3G-EDGE FWD-SE	All Oem Pkg's	1.65%
264	>2022	Edge Suv	K3J-EDGE FWD-SEL	All Oem Pkg's	1.65%
265	>2022	Edge Suv	K3K-EDGE FWD-TITAN	All Oem Pkg's	1.65%
266	>2022	Edge Suv	K4A-EDGE AWD-ST	All Oem Pkg's	1.65%
267	>2022	Edge Suv	K4G-EDGE AWD-SE	All Oem Pkg's	1.65%
268	>2022	Edge Suv	K4J-EDGE AWD-SEL	All Oem Pkg's	1.65%
269	>2022	Edge Suv	K4K-EDGE AWD-TITAN	All Oem Pkg's	1.65%
	>2022	Transit Connect			
271	>2022	43-TRAN CONNCT WAG	E8F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
272	>2022	43-TRAN CONNCT WAG	E8G-TRANCON-WGN-TTN	All Oem Pkg's	1.65%
273	>2022	43-TRAN CONNCT WAG	E9E-TRANCON-WGN-XL	All Oem Pkg's	1.65%
274	>2022	43-TRAN CONNCT WAG	E9F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
275	>2022	43-TRAN CONNCT WAG	E9G-TRANCON-WGN-TTN	All Oem Pkg's	1.65%
276	>2022	43-TRAN CONNCT WAG	S8F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
277	>2022	43-TRAN CONNCT WAG	S9E-TRANCON-WGN-XL	All Oem Pkg's	1.65%
278	>2022	43-TRAN CONNCT WAG	S9F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
	>2022	Escape SUV			
280	>2022	45-ESCAPE	U0B-SE FHEV FWD	All Oem Pkg's	1.65%
281	>2022	45-ESCAPE	U0C-SEL FHEV FWD	All Oem Pkg's	1.65%
282	>2022	45-ESCAPE	U0D-TIT FHEV FWD	All Oem Pkg's	1.65%
283	>2022	45-ESCAPE	U0E-PHEV FWD	All Oem Pkg's	1.65%
284	>2022	45-ESCAPE	U0F-BASE FWD	All Oem Pkg's	1.65%
285	>2022	45-ESCAPE	U0G-ACTIVE FWD	All Oem Pkg's	1.65%
286	>2022	45-ESCAPE	U0H-SEL FWD	All Oem Pkg's	1.65%
287	>2022	45-ESCAPE	U0J-PLATINUM FWD	All Oem Pkg's	1.65%
288	>2022	45-ESCAPE	U0K-SEL PHEV FWD	All Oem Pkg's	1.65%
289	>2022	45-ESCAPE	U0L-TIT PHEV FWD	All Oem Pkg's	1.65%
290	>2022	45-ESCAPE	U9B-SE FHEV AWD	All Oem Pkg's	1.65%
291	>2022	45-ESCAPE	U9C-SEL FHEV AWD	All Oem Pkg's	1.65%
292	>2022	45-ESCAPE	U9D-TIT FHEV AWD	All Oem Pkg's	1.65%
293	>2022	45-ESCAPE	U9F-BASE AWD	All Oem Pkg's	1.65%
294	>2022	45-ESCAPE	U9G-ACTIVE AWD	All Oem Pkg's	1.65%
295	>2022	45-ESCAPE	U9H-SEL AWD	All Oem Pkg's	1.65%
296	>2022	45-ESCAPE	U9J-PLATINUM AWD	All Oem Pkg's	1.65%
	>2022	Police Vehicles			
298	>2022	Police SUV	K8A-4DR AWD POLICE	All Oem Pkg's	1.65%
299	>2022	Police F150	W1P-F150 POL RESP	All Oem Pkg's	1.65%

Tab 4: Part 2, AMO percent Markup

AMO ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
Note (1): Package Discounts will be listed as a single line item on quote, when available. Parts freight added at true cost as single line item on quote per bid instructions. Note (2): If Brand not listed, AMO ceiling price to be less than category's maximum % listed below, call dealer.				
1	CRANES	Auto Crane	13%	
2	CRANES	Stellar	13%	
3	CRANES	Liftmoore	13%	
4	CRANES	Venturo	13%	
5	CRANES	Tiger	14%	
6	CRANES	VMAC	14%	
7	Machines	Vanair	14%	
8	Machines	Boss	14%	
9	Machines	CAS	14%	
10	Machines	American Hydraulic	14%	
11	Machines	VMAC	14%	
12	Machines	Wachs	14%	
13	Machines	Cues	14%	
14	Machines	Muncie	14%	
15	Machines	Chelsea	14%	
16	Service Body	Knapheide	14%	
17	Service Body	CM	14%	
18	Service Body	Godwin	14%	
19	Service Body	Crysteel	14%	
20	Service Body	Rugby	14%	
21	Service Body	Blue Ridge	14%	
22	Service Body	Duraclash- Brand FX	14%	
23	Service Body	Stellar- Hooklift	14%	
24	Service Body	Switch N Go	14%	
25	Service Body	Venco	14%	
26	Service Body	TPL- Lube Body & Skids	14%	
27	Service Body	Reading	14%	
28	Service Body	Palfinger	19%	
29	Service Body	Dakota Body	14%	
30	Service Body	Auto Crane	14%	
31	Service Body	Terex	30%	Extended Lead time
32	Service Body	Peterson	34%	Extended Lead time
33	Service Body	Altec	34%	Extended Lead time
34	DogBody	Mavron	22%	
35	DogBody	Bowie International	20%	Extended Lead time
36	LIFTGATES	Tommy Gate	18%	
37	LIFTGATES	Waltco Liftgate	18%	
38	LIFTGATES	Maxon Liftgates	18%	
39	LIFTGATES	Dhollandia Liftgates	18%	
40	LIFTGATES	Anteo Liftgates	18%	
41	LIFTGATES	Thieman Liftgates	18%	
42	LIFTGATES	Theiman	18%	
43	Accessory	Buyers Products	29%	

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
44	Accessory	UWS	29%	
45	Accessory	Curt	29%	
46	Accessory	Betterbuilt	29%	
47	Accessory	Enpak/Miller	29%	
48	Accessory	US Tarp	29%	
49	Accessory	Chelsea	29%	
50	Accessory	Muncie	29%	
51	Accessory	Decked	29%	
52	Accessory	Kussmall	29%	
53	Accessory	Tigertough	29%	
54	Accessory	Warn	29%	
55	Accessory	Weatherguard	29%	
56	Accessory	Roll n Lock	29%	
57	Accessory	Retrax	29%	
58	Accessory	ARE	29%	
59	Accessory	Ranch	29%	
60	Accessory	Century	29%	
61	Accessory	LineX	29%	
62	Accessory	Toff Brand	29%	
63	Accessory	Aervoe	29%	
64	Accessory	Amerex	29%	
65	Accessory	Keystone Automotive	29%	
66	Accessory	Meyer Distributing	29%	
67	Accessory	Wanco (Arrow/Message Boards) Speed Trailers	29%	
68	Accessory	Bak Flip	29%	
69	Accessory	Cargo Glide	29%	
70	Accessory	JBC Safety: Traffic Safety Products	29%	
71	VAN BODY	Rockport	14%	
72	VAN BODY	Complete Van Body	14%	
73	VAN BODY	Conyers Mfg.	14%	
74	VAN BODY	Supreme Corporation	14%	
75	VANS	Masterack	22%	
76	VANS	Legend	22%	
77	VANS	Kargo Master	22%	
78	VANS	Prime Design	22%	
79	VANS	Weatherguard	22%	
80	VANS	Ranger	22%	
81	AERIAL	Duralift Aerial Devices	22%	Package Disc available
82	AERIAL	Axion Aerial Devices	22%	Package Disc available
83	AERIAL	Challenger Aerial Devices	22%	Package Disc available
84	AERIAL	ALTEC	33%	Package Disc available
85	AERIAL	Stamm Mfg	24%	Package Disc available
86	LIGHTING	Trafcon Signals	20%	
87	LIGHTING	WHELEN	20%	
88	LIGHTING	Soundoff	20%	
89	LIGHTING	Brookings	20%	
90	LIGHTING	Metra	20%	
91	LIGHTING	Code 3	20%	

AMO ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
92	LIGHTING	hg2	20%	
93	LIGHTING	Unity	20%	
94	LIGHTING	Streamlight	20%	
95	LIGHTING	Ecco	20%	
96	LIGHTING	SpeedTech	20%	
97	LIGHTING	Bayco	20%	
98	LIGHTING	Able 2 Products	20%	
99	LIGHTING	Go Light	20%	
100	LIGHTING	Maxxima	20%	
101	LIGHTING	Star	20%	
102	LIGHTING	Pelican Products	20%	
103	LE DEVICE	Phillips Aed's	20%	
104	LE DEVICE	Zoll Aed's	20%	
105	LE DEVICE	Watchguard	20%	
106	LE DEVICE	Digital Ally	20%	
107	LE DEVICE	Mag light	20%	
108	LE DEVICE	Stalker	20%	
109	LE DEVICE	AceK9	20%	
110	LE DEVICE	Panasonic	20%	
111	LE DEVICE	Intermotive	20%	
112	LE DEVICE	Dell	20%	
113	LE DEVICE	Angel Armor	20%	
114	LE DEVICE	Brother Printers and Accessories	20%	
115	LE DEVICE	ISBI Window Ballistics	20%	
116	LE DEVICE	Zebra printers and Tablets	20%	
117	LE DEVICE	Tremco	20%	
118	LE DEVICE	Santa Cruz	20%	
119	LE DEVICE	Big Sky Gun Racks	20%	
120	LE Metal	Gamber Johnson	20%	
121	LE Metal	Havis	20%	
122	LE Metal	Pro-Gard	20%	
123	LE Metal	Setina	20%	
124	LE Metal	Troy	20%	
125	LE Metal	Jotto	20%	
126	LE Metal	American Aluminum	20%	
127	LE Metal	Westin	20%	
128	LE Metal	GoRhino	20%	
129	LE Metal	Sterling	20%	
130	LE Metal	RanchHand	20%	
131	LE Metal	Highway Safety Products	20%	
132	LE Metal	Ram Mount	20%	
133	LE Metal	Plastix Plus	20%	
134	LE Metal	Tuffy Products	20%	
135	LE Metal	Tufloc-Esmet	20%	
136	LE Metal	Lund	20%	
137	LE Metal	Ops Products	20%	
138	LE Metal	Ray Allen K9	20%	
139	LE Metal	Laguna	20%	
140	LE Metal	LEM Solutions: Printer Mounts	20%	

AMO. ITEM #		Category	OEM Brand.	Ceiling % Markup	Note
141		WheelChair	Braun	15%	
142		WheelChair	Century	15%	
143		WheelChair	Mobility Works	15%	
144		WheelChair	Mathews Bus	15%	

Mileage Statement: Part 3

Per section [L] tab 4, part 3, Duval Ford will deliver all completed vehicles to BCSO at no charge, F.O.B. purchased off this agreement. For deliveries to agencies other than BCSO, Duval Ford will charge \$2 per mile from zip code 32210 to agency zip code per mileage posted on Mapquest or similar site data. This charge will include the fuel and may be achieved via motor carrier or contract driver.



Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

Tab 5: Drug Free Workplace Statement

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

DUVAL FORD does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Contract Number BCSO 22-27-1.0

Bidder's Signature


9/5/12

DEALER PARTNERSHIP STATEMENT

Duval Ford, upon BCSO approval, may engage partnered dealerships for purposes of providing expedited delivery of products not currently available in inventory. When available, the transaction price will become the bid percentage submitted plus a \$400 administrative fee. In cases where the end product is an alternative brand (i.e. Dodge, Honda etc.) the partnered dealer will be named, posted and held to the terms and conditions of the BCSO contract and recognized as a transactional subcontractor of the awarded dealership. In no way will the resulting transaction between the dealer and agency be indirect, or a “brokered” sale. The transaction is original and direct between entities adhering to the Manufacturer’s franchise agreements and the manufacturer’s statement of origin is assigned directly to the end user as a new, unused, non-brokered, direct agency sale, matching the named entity on the agency purchase order, binding those entities per agency purchasing guidelines.



Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

STEP THREE: VALIDATE DOCUMENTS
WERE RECEIVED IN NOTEBOOK TABS 1-3

BRADFORD COUNTY TELEGRAPH

Published Weekly
Starke, Bradford County, Florida

Before the undersigned authority personally appeared, Mary Goodge, personally known to me, who on oath says that she is the publisher's assistant of the *Bradford County Telegraph*, a weekly newspaper published in Starke, Bradford County, Florida that: **BRADFORD COUNTY SHERIFF'S Office, 945-B N. Temple Ave., Starke, FL 32091, Request for Proposal for Purchase of Motor Vehicles.** Published in said newspaper in the issue(s) of: 8/25 & 9/1/22 BCT.

Affiant further says that the said *Bradford County Telegraph* is a newspaper published in Starke, in Bradford County, Florida, and that the said newspaper has heretofore been continuously published in said Bradford County, Florida, each week and has been entered as second-class mail matter at the post office in Starke, Bradford County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement. Affiant further says that she has never paid nor promised any person, firm, or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication of said newspaper.


Mary Goodge, Publisher's Assistant

STATE OF FLORIDA
COUNTY OF BRADFORD

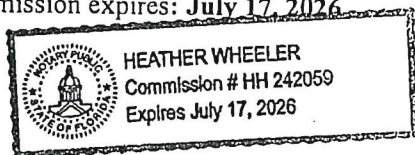
The foregoing instrument was acknowledged before me this
2nd day of September, 2022.

By: Mary Goodge who is ☒ personally known to me who did (did not) take an oath.


Notary Public - HEATHER WHEELER

STATE OF FLORIDA
My Commission expires: July 17, 2026

SEAL



REQUEST FOR PROPOSAL

The Bradford County Sheriff's Office requests proposals for the purchase of motor vehicles and related vehicle components for the Fleet Management Division and it's eligible users. Deadline for sealed proposals is September 6th, 2022 @ 10:00 AM. Please email Major George Konkel (george_konkel@bradfordsheriff.org) for Proposal packets or see our website: bradfordsheriff.org
8/25 21chg 9/1-BCT



March 1, 2023

Contract Addendum No. 1, Contract BCSO 22-27-1.0

Piggyback provision for Governmental entities outside the State of Florida.

The Bradford County Sheriff's Office hereby gives permission to *Governmental Entities* [RFP: page 3 section C], outside the State of Florida, to participate in the use of this contract for the procurement of Automotive products from the contract's awarded dealers; subject to manufacturer availability, and dealer approval. It is the responsibility of the purchasing entity to comply with the procurement laws and procedures within that state. It is also understood that the dealer, upon acceptance of agency-purchase-order is held to the conditional-terms identified within that state releasing the Bradford County Sheriff's Office from liability associated with non-performance. Furthermore, per the contract, section D, page 2, it is the responsibility of the performing dealer to provide necessary evidence of insurance at the agency's request.

If you have any questions or concerns, please call anytime.

Major George L. Konkel Jr.
Chief of Operations
(904)966-6306 Office



Morristown City Council Agenda Item Summary

Date: August 15, 2023

Agenda Item: Authorize purchase of nine (9) Ford Interceptors per the attached quote for \$517,666.57 from Duval Ford via an open governmental agreement between Duval Ford and Bradford County, Florida.

Prepared By: Andrew Ellard

Subject: Police Ford Interceptors

Background: The Police Department has \$560,000 budgeted for the purchase of patrol vehicles in FY 2024. Because of the difficulty, delays, and likelihood of new orders being deferred, the department has been working to identify 2023 year model vehicles that are actually available for delivery.

Findings/Current Activity:

Bradford County, Florida issued an RFP in 2022 for law enforcement vehicles, much like what is seen in a cooperative purchase format. In addition to identifying various vendors and types of equipment deemed to be satisfactory, the end-product identifies pricing structure and warranty details. One of the resulting contracts with Duval Ford also invites any other governmental entity to utilize the contract for purchasing.

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

Financial Impact:

This purchase is anticipated in the FY 2024 budget, although it was originally hoped that the funding would cover 10 vehicles instead of just 9. The remaining funds in this budget line will be needed to secure radios for these new units.

Action options/Recommendations:

Staff recommends the purchase.

Attachment: Quote, Contract BCSO 22-27 1.0 and Addendum No. 1 (Bradford County, FL)



MORRISTOWN POLICE DEPARTMENT

Prepared for:

MORRISTOWN POLICE DEPARTMENT
SGT DIANA MORGAN
423-317-1676
dmorgan@mymorristown.com
FIN CODE: QD153

Contract Holder

Duval Ford
Bambi Darr
(Work) 904-381-6596
Bambi.Darr@duvalfleet.com
405 Lane Ave N
Jacksonville, FL 32254

8/10/23 Revision

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

Code	Equipment	OEM Price Level:	BCSO Contract Price
2023 K8A	2023 FORD POLICE INTERCEPTOR AWD	\$ 45,750.00	\$ 39,285.88
OEM freight	Factory Destination	\$ 1,495.00	\$ 1,519.67
YZ	EXTERIOR: Oxford White	\$ -	\$ -
96	INTERIOR: Black Cloth Front & Vinyl Rear	\$ -	\$ -
99B.44U	3.3L V6 GAS ENGINE / 10-SPEED AUTOMATIC TRANSMISSION	\$ (2,661.00)	\$ (2,661.00)
17A	REAR AC/HEAT	\$ 573.00	\$ 582.45
52P	HIDDEN DOOR LOCK PLUNGER; INCL INOPERABLE REAR WINDOWS, DOORS AND LOCKS	\$ 150.00	\$ 152.48
51R	DRIVER SIDE LED SPOT LAMP	\$ 371.00	\$ 377.12
55F	KEYLESS ENTRY	\$ 320.00	\$ 325.28
60A	WIRING GRILL/ LAMP/ SIREN/ SPEAKERS	\$ 17.00	\$ 17.28
60R	NOISE SUPPRESSION BOND STRAPS	\$ 94.00	\$ 95.55
61B	OBD-II SPLIT CONNECTOR	\$ 52.00	\$ 52.86
76R	REVERSE SENSING SYSTEM	\$ 259.00	\$ 263.27
86T	REAR TAILLAMP HOUSING	\$ 56.00	\$ 56.92
153	FRONT LICENSE PLATE BRACKET	\$ -	\$ -
Discount	Government Concession reflected in Base Vehicle Price		
Ceiling Markup	Primary Awardee Ceiling Markup	1.65%	
Discount	Discount off Invoice reflected in Base Vehicle Price	\$ (2,219.00)	
Ceiling Percentage Markup: Accessories		20%	
		\$ -	\$ -
		\$ -	\$ -
Ceiling Percentage Markup: LIGHTING & EQUIPMENT		20%	
1	DSS EVP 496566	\$ 12,817.29	\$ 15,380.75
Final Delivery			
Labor	Total Labor Hours for installation of parts	\$ -	\$ -
Freight	Freight on Parts	\$ 175.00	\$ 175.00
	Destination & Fuel to end user zip code (calculated from 72114 to EU zip Code)	\$ 2.00	\$ -
OOS		\$ -	\$ -
1	FREIGHT FROM LITTLE ROCK TO TENNESEE	\$ 1,895.00	\$ 1,895.00
NOTE			
UNIT COST			\$ 57,518.51
TOTAL QUANTITY		9	TOTAL PURCHASE \$ 517,666.57

CNGP530 VEHICLE ORDER CONFIRMATION 08/10/23 09:19:02
==> Dealer: F24081
2023 EXPLORER 4-DOOR Page: 1 of 1
Order No: 0009 Priority: M3 Ord FIN: QE065 Order Type: 5B Price Level: 350
Ord Code: 500A Cust/Flt Name: MORRISTOWN PO Number:
RETAIL DLR INV RETAIL DLR INV
K8A 4DR AWD POLICE \$47165 \$45750.00 60A GRILL WIRING \$50 \$47.00
.119" WHEELBASE 60R NOISE SUPPRESS 100 94.00
YZ OXFORD WHITE 61B OBD-II SPLT CON 55 52.00
9 CLTH BKTS/VNL R 68G RR DR/LK INOP NC NC
6 EBONY 76R REVERSE SENSING 275 259.00
00A EQUIP GRP 86T RR TAILLAMP HSG 60 56.00
.AM/FM STEREO FLEX-FUEL
99B 3.3L V6 TI-VCT (2830) (2661.00) 153 FRT LICENSE BKT NC NC
44U 10SPD AUTO TRAN NC NC SP FLT ACCT CR (1276.00)
52P DR LOCK PLUNGER 160 150.00 FUEL CHARGE 7.16
17A AUX CLIMATE CTL 610 573.00 DEST AND DELIV 1595 1595.00
425 50 STATE EMISS NC NC TOTAL BASE AND OPTIONS 47955 45319.16
51R DRV LED SPT LMP 395 371.00 TOTAL 47955 45319.16
55F KEYLESS - 4 FOB 340 320.00 *THIS IS NOT AN INVOICE*
59W LESS WIFI HSPOT (20) (18.00)

The City of Morristown

Finance Department



Morristown City Council Agenda Item Summary

Date: August 15, 2023

Agenda Item: Approve Change Order No 2 to the contract with Eskola, LLC for a temporary roof solution and exploratory work in the amount of \$5,600.

Prepared By: Andrew Ellard

Subject: Change Order No 2 – Rose Center Roofing Project

Background: The Rose Center slate roof replacement project has been underway and progressing as expected.

Findings/Current Activity:

In the course of performing work on the slate roof sections, contractors identified leak issues with a flat roof section immediately above the main entrance. The section has had decking built on top of it, which is in deteriorated, unsafe condition, and it is unknown how many layers of flat/sloped roof may be beneath the top layer. In any case, it appears that the scuppers are clogged (at best) or possibly non-functioning, which is leading to water infiltration into the walls.

A temporary roof solution will allow the contractor to keep the area in-the-dry while they further explore the structure beneath the roof and determine a permanent solution. A more permanent solution will be proposed as an additional change order.

This change order will add three (3) weeks to the project.

Financial Impact:

This change order is \$5,600. The results of this exploratory work will determine the cost of a permanent solution in an additional change order.

Action options/Recommendations:

Staff recommends approval.

Attachment: Change Order No. 2

AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address) City of Morristown - Rose Center Roof T&L Project No. 16956	CONTRACT INFORMATION: Contract For: General Construction Date: March 13, 2023	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: August 9, 2023
OWNER: (Name and address) City of Morristown 100 West First North Street Morristown, TN 37814	ARCHITECT: (Name and address) Thompson & Litton, Inc. 100 Fifth Street, Suite 400 Bristol, TN 37620	CONTRACTOR: (Name and address) Eskola, LLC. 2933 NW Park Drive Knoxville, TN 37921

THE CONTRACT IS CHANGED AS FOLLOWS:

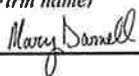
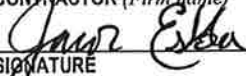
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	\$ 314,330.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 314,330.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 5,600.00
The new Contract Sum including this Change Order will be	\$ 319,930.00

The Contract Time will be increased by Fifteen (15) days.
The new date of Substantial Completion will be September 15, 2023

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

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

Thompson & Litton, Inc.	Eskola, LLC.	City of Morristown
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
Mary Darnell, Architect	Jacob Eskola, Branch Manager	Gary Chesney, Mayor
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
August 9, 2023	8-11-2023	
DATE	DATE	DATE



Morristown City Council Agenda Item Summary

Date: August 15, 2023

Agenda Item: Authorize the City Administrator to execute an agreement with HB Clark Signature Disc Golf Course Design (HBC Group, LLC) in the amount of \$3,325.00 for the assessment of potential impacts to disc golf of potential road access improvements at Frank Lorino Park.

Prepared By: Andrew Ellard

Subject: Assessment of Disc Golf Impacts

Background: On August 4, the City Council heard a presentation from the city's consulting engineer on various conceptual options for improved access at Frank Lorino Park. Discussion at that meeting indicated the Council would be interested to hear directly from course designer, HB Clark, on the impacts of each concept and potential solutions.

Findings/Current Activity:

The proposed agreement would engage HB Clark to closely review each concept, weigh pros and cons and determine course design solutions that might need to accompany any of the possible concepts, and would include a presentation of findings to City Council.

Financial Impact:

Sufficient funds exist in the FY24 budget to cover this cost.

Action options/Recommendations:

Approve agreement.

Attachment: Memorandum of Agreement

MEMORANDUM OF AGREEMENT

REGARDING: Rotary DGC, Frank Lornio Park, Morristown TN – PARK ROAD REVIEWS

This agreement between the City of Morristown and The HBC Group, LLC, is for the consulting design services for impacts of road access improvement options to the Rotary Disc Golf Course. .

The HBC Group, LLC will provide:

- Design consultation - remote
 - Review site plans for impact and suggest options to consider to minimize impact and/or consider areas to change and improve the course while keeping the “flow” of holes in the development areas proposed.
 - Note safety concerns for park users (disc golf or other users affected).
- Design layout of disc golf course impacts – onsite
 - Survey site proposals in areas of the disc golf course marking edge of site as well as likely construction impacts.
 - Determine distances for eliminating likely conflicts between disc golf play and proposed roadways.
 - Determine likely locations for relocations if disc golf facilities for each proposed plan impacting the course.
 - Meet with proposal engineer and city officials on site to review areas impacted.
- Design consultation –Present findings to City Commission and be available for comments, questions, and discussions or options.

The client will provide:

- Site drawing options and plans and options.
- Payment for remote plans review and consulting @ \$40/hour
 - Would expect maximum than 10 hours remote \$ 400.00
- Payment for onsite surveying, developing impacts and meetings
 - Two 8 hour days including travel for each trip. \$1,280.00
- Payment for day onsite plus travel (mileage & one hotel night)
 - Would expect 2 trips @\$822.50/trip \$ 1,645.00
- TOTAL costs \$ 3,325.00



Andrew Ellard
Assistant City Administrator, Morristown TN

H.B. Clark August 10, 2023
President - The HBC Group, LLC



Morristown City Council Agenda Item Summary

Date: August 15, 2023

Agenda Item: Authorize a purchase order for storm drain lining and related services per the attached quote from Portland Utilities Construction Co., LLC for \$69,250 via a publicly solicited and awarded bid by the Town of Brighton, Tennessee.

Prepared By: Andrew Ellard / Michael Poteet

Subject: Storm Drain Lining

Background: Certain metal stormwater pipes that are beginning to fail require liners. The Town of Brighton, TN bid a CDBG-funded project in August TN involving the same type services and products, which resulted in a contract with Portland Utilities Construction Co.

Findings/Current Activity:

Portland has made a proposal to Morristown that would enable us to use the same bid prices from the Brighton award, dated October 21, 2022. As such, this would be considered “piggybacking” on their purchase process and contract.

Financial Impact:

This purchase is covered by the Stormwater fund.

Action options/Recommendations:

Staff recommends the purchase.

Attachment: Quote, Brighton Contract & bid prices

AGREEMENT

THIS AGREEMENT, made this 21 day of October, 2022, by and between Town of Brighton, herein called "Owner", acting herein through its Board of Mayor and Aldermen, and Portland Utilities Construction Co., LLC., (a partnership) of Portland, County of Sumner, and State of Tennessee, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Storm Water System Restoration, 2021 Community Development Block Grant

hereinafter called "the project", for the sum of Three hundred eleven thousand, seven hundred ten and 00/100 Dollars (\$311,710.00) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at this (its or their) own property cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by King Engineering Consultants, Inc., herein entitled "the Architect/Engineer", and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 110 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$275.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 3 of the Supplemental General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 3, "Payments to Contractor", of the Supplemental General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)
ATTEST:

Jimmy McKinney
(Secretary)

(Witness)

Town of Brighton
(Owner)

By: Stephanie Chapman-Washam

Mayor Stephanie Chapman-Washam
(Title)

(Seal)

(Secretary)

[Signature]
(Witness)

Portland Utilities Construction Co., LLC
(Contractor)

By: Ernest H. Woodcock Pres

President
(Title)

P.O. Box 510, Portland, TN 37148
(Address, City, State, and Zip Code)

BID SCHEDULE

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

**STORM WATER SYSTEM RESTORATION
2021 COMMUNITY DEVELOPMENT BLOCK GRANT
BRIGHTON, TENNESSEE**

Bidder agrees to perform all the work as described in the Specifications and as shown on the plans for the following prices:

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
<u>BASE BID</u>					
<u>SECTION A: RESTORATION OF INLETS</u>					
1.	Inlet Repair:				
	a) Mobilization	LS	1	\$6,500.00	\$6,500.00
	b) Polystyrene	LB	1,000	\$13.00	\$13,000.00
	SUBTOTAL SECTION A				\$19,500.00
<u>SECTION B: CURED-IN-PLACE PIPE - WINDWARD PLACE</u>					
1.	Mobilization	LS	1	\$16,000.00	\$16,000.00
2.	Pre-cleaning and CCTV:				
	a) Segment 53-54, Twin 18" x 29" (125-feet each)	LF	250	\$28.00	\$7,000.00
	b) Segment 56-57, Twin 22" x 36" (182-feet each)	LF	364	\$20.00	\$7,000.00
	c) Segment 57-58, Twin 24" (210-feet each)	LF	420	\$25.00	\$10,500.00
3.	CIPP and Post-CCTV:				
	a) Segment 53-54, Twin 18" x 29"	LF	250	\$225.00	\$56,250.00
	b) Inlet Adjustment (Structure 54)	LS	1	\$2,000.00	\$2,000.00
	c) Segment 56-57, Twin 22" x 36"	LF	364	\$220.00	\$80,080.00
	d) Junction Box Enlargement (Structure 57)	EA	1	\$14,500.00	\$14,500.00
	e) Segment 57-58	LF	420	\$180.00	\$75,600.00
	f) Junction Box Enlargement (Structure 58)	EA	1	\$14,500.00	\$14,500.00
4.	Restore Lawns	LS	1	\$8,500.00	\$8,500.00
	SUBTOTAL SECTION B				\$292,210.00
	TOTAL BASE BID - SECTIONS A & B				\$311,710.00

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
<u>ADDITIVE ALTERNATE NO. ONE</u>					
<u>WINDWARD PLACE</u>					
1.	Pre-cleaning and CCTV - Segment 54-55 Twin 18" x 29" (50-feet each)	LF	100	<u>\$35.00</u>	<u>\$3,500.00</u>
2.	CIPP and Post-CCTV - Segment 54-55	LF	100	<u>\$236.00</u>	<u>\$23,600.00</u>
3.	Inlet Adjustment (Structure No. 55)	LS	1	<u>\$2,000.00</u>	<u>\$2,000.00</u>
4.	Restore Lawn	LS	1	<u>\$1,200.00</u>	<u>\$1,200.00</u>
SUBTOTAL ADDITIVE ALTERNATE NO. ONE					<u>\$30,300.00</u>
BASE BID PLUS ADDITIVE ALTERNATE NO. ONE					<u>\$342,010.00</u>



VIA E-MAIL
July 26, 2023

City of Morristown
Mike Poteet
mpoteet@mymorristown.com
423-312-5945

RE: 24" Storm Drain Lining with CIPP

Mr. Poteet:

As requested, we are glad to submit the following proposal for providing CIPP Lining work for the City of Morristown, TN. Our proposal is as follows:

Item #	Description	Quantity	Unit	Unit Price	Total
	Mobilization	1	LS	\$ 16,000.00	\$ 16,000.00
	Pre-Cleaning & CCTV	250	LF	\$ 25.00	\$ 6,250.00
	CIPP & Post CCTV 24" Pipe	250	LF	\$ 180.00	\$ 45,000.00
	CIPP & Post CCTV - Inlet Adjustment	1	EA	\$ 2,000.00	\$ 2,000.00
	Total	250		\$ 277.00	\$ 69,250.00

Notes:

Prices are from a CDBG project that was competitively bid for the City of Brighton, TN. A copy of this contract will be provided under separate cover.

Thank you for the opportunity to provide this proposal. Please do not hesitate to call if you have any questions or comments.

Sincerely,
Portland Utilities Construction Co., LLC
Michael E. Woodcock
Michael E. Woodcock
Vice President



LDA ENGINEERING

August 9, 2023

Mr. Larry Clark
Assistant City Administrator
City of Morristown
Post Office Box 1499
Morristown, TN 37816-1499

Reference: Proposal for Professional Services
Havley Springs Branch Stormwater Study

Dear Mr. Clark,

LDA Engineering appreciates the opportunity to continue to provide Engineering Services to the City of Morristown for a project to study stormwater issues with Havley Springs Branch on the west side of Morristown. Havley Springs Branch includes an area of over 10 square miles that extends from the point it joins Turkey Creek at Shields Ferry Road to just south of Highway 66, Valley Home Road. The major elements of the study will be:

- Review of the overall drainage basin;
- Specific review of known issues, such as reported citizen complaints and issues observed by City staff;
- Develop possible solutions for issues at the location of the issue or explore possible solutions upstream and/or downstream.
- Prepare estimates of probable costs and timelines for any proposed solutions. Costs to include, but not limited to:
 - property acquisition,
 - survey and engineering design,
 - construction cost,
 - construction project administration and inspection.

LDA Engineering proposes to provide the engineering services on an hourly basis with an overall budget of \$28,000 based on our current hourly rates which are attached. This is an estimate of costs, that will be monitored during the project, and we will advise you if additional budget will be required.

We are available to begin immediately upon written authorization. If you have any questions or comments, please do not hesitate to contact us.

Respectfully,

Steve Drummer, P.E.
Principal Engineer

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

By: _____

Date: _____



LDA ENGINEERING

LDA 2023 Billing Rate

Job Classification	Rate
Senior Program Manager	\$ 265
Program Manager	\$ 245
Senior Project Manager	\$ 225
Project Manager	\$ 205
Engineer VI	\$ 255
Engineer V	\$ 225
Engineer IV	\$ 200
Engineer III	\$ 175
Engineer II	\$ 145
Engineer I	\$ 120
GIS III	\$ 200
GIS II	\$ 180
GIS I	\$ 160
Surveyor III	\$ 195
Surveyor II	\$ 175
Surveyor I	\$ 155
GIS/CADD VI	\$ 140
GIS/CADD V	\$ 130
GIS/CADD IV	\$ 120
GIS/CADD III	\$ 110
GIS/CADD II	\$ 100
GIS/CADD I	\$ 90
Field Technician VI	\$ 135
Field Technician V	\$ 125
Field Technician IV	\$ 115
Field Technician III	\$ 105
Field Technician II	\$ 95
Field Technician I	\$ 75
Project Administrator III	\$ 105
Project Administrator II	\$ 95
Project Administrator I	\$ 85



Morristown City Council Agenda Item Summary

Date: August 15, 2023

Agenda Item: Approve the purchase of two (2) traffic cabinets from Temple, Inc. as a sole source provider in the amount of \$16,426.00.

Prepared By: Andrew Ellard

Subject: Pole-Mounted Traffic Cabinets

Background: The City's traffic devices operate on an interconnected network – making it critical that components from one intersection to the next are compatible with one another.

Findings/Current Activity:

The proposed cabinets are more than just boxes, but also include all the hardware necessary for programming and operating an intersection's signals, coordinating with other intersections, and communicating data in real-time back to the Public Works. Because the City has used this Temple product with other intersection upgrades, it is necessary to continue to use it and Temple is the only source.

Financial Impact:

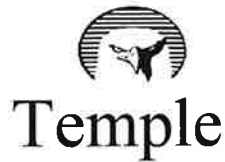
Funds are appropriated in the FY 24 budget.

Action options/Recommendations:

Staff would recommend approval of the purchase.

Attachment: Temple Quote and sole source letter

Temple, Inc.
P.O. Box 2066
Decatur, Alabama 35602-2066
Phone 1-800-633-3221
Fax (256) 353-4578



Serving the South Since 1954!

To: Morristown, TN
Attn: Matthew Manning
Quote Date: 7/10/2023

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by **Temple, Inc.** All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by **Temple, Inc.** before final acceptance. Freight will be prepaid and added to the invoice unless otherwise noted on this quotation.

Item #	Description	Qty	Unit	Amount
Traffic Cabinet Assemblies				
1	8Ø Cabinet Assembly to include: TF4008 terminal faciltiy (12 LS positions) EL704S2 Pole Mount Cabinet Assembly Detection Card Rack with power supply Controller, monitor, load switches, flasher, flash relays, and detection devices are not included in the price.	2	\$8,213.00	\$16,426.00
Notes: 1) Terms Net 30 Days.				



July 11, 2023

Matthew Manning
City of Morristown
619 Howell Rd
Morristown, TN 37813
423-312-3027

**RE: Sole Source for City of Morristown, TN
Temple Inc Cabinet Assemblies**

Dear Mr. Manning:

This letter is to verify that Temple, Inc. located at 305 Bank St, Decatur AL 35601 is the sole manufacturer, provider and distributor of Temple, Inc. products, including the Temple Pole Mounted and Base Mounted Cabinet Assemblies that we have quoted you recently.

Temple is the sole provider for these assemblies in the south east United States.

Thank you for your interest and the opportunity to be of service. If additional information is needed, please contact us at 800-633-3221.

Sincerely,

Forrest Temple
President

Temple, Inc.

P.O. Box 2066 • Decatur, AL 35602-2066

(256) 353-3820 • (800) 633-3221

Sales/Customer Fax (256) 353-4578 • Accounting Fax (256) 353-3351