

December 30, 2014

Mayor Jane W. Dawkins	P
Commissioner Paul Don King	A
Commissioner Ronnie Lancaster	P
Commissioner Jeff Powers	P
Commissioner Jimmy Wigfall	A

The Board of Mayor and City Commissioners met in a Special City Meeting on Tuesday, December 30, 2014.

A **Motion** was made by Commissioner Lancaster, seconded by Commissioner Powers, to approve the land lease with Marion County for a practice shooting range with the exception that this lease be amended to define the terms and measurements of the berm per Commissioner Powers. Three voted aye.

A **Motion** was made by Commissioner Lancaster, seconded by Commissioner Powers, that the land lease with SPHA regarding Loyd Park and Playground Paradise be tabled. Commissioner Powers stated that this lease be tabled indefinitely.

A **Motion** was made by Mayor Dawkins, seconded by Commissioner Lancaster, to approve the contract between Danny Hibbs and the City of South Pittsburg. Three voted aye.

A **Motion** to pass **Resolution #950** (A Resolution to Open a Sanitation Account at Citizens Tri County Bank, South Pittsburg, TN) was made by Commissioner Powers, seconded by Commissioner Lancaster. Three voted aye.

A **Motion** to adjourn was made by Commissioner Powers, seconded by Commissioner Lancaster. Three voted aye.

Respectfully submitted,

Mayor Jane W. Dawkins
Diane Beavers, City Recorder

LEASE

THIS LEASE is hereby made and entered into this 28th day of January, 2015, by and between CITY OF SOUTH PITTSBURG, TENNESSEE, South Pittsburg, Tennessee ("Landlord"), and MARION COUNTY, TENNESSEE, Jasper, Tennessee ("Tenant").

WITNESSETH:

For and in consideration of rents paid, and to be paid, and the mutual covenants and understandings herein contained, Landlord and Tenant agree as follows:

1. **PROPERTY, TERM AND RENT.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described property ("Leased Property") located in the City of New Hope, First Civil District of Marion County, Tennessee:

That real estate located off Port Road and consisting of the southeast half, more or less, of that 5.02 acre tract of land owned by Landlord and designated as Parcel 15.02 on Map 154 of the records of the Marion County Assessor of Property, and more fully described in that Special Warranty Deed of record in Book 283, Page 4, Register's Office of Marion County, Tennessee.

TOGETHER WITH a non-exclusive easement for ingress and egress to and from said Leased Property from Port Road.

See Exhibit "A" attached hereto for a depiction of the Leased Property.

SAID PROPERTY IS LEASED ON AN "AS-IS" BASIS, AND TENANT ACKNOWLEDGES THAT LANDLORD PROVIDES NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR REGARDING THE CONDITION OF THE LEASED PROPERTY. SAID PROPERTY SHALL BE USED BY TENANT FOR A SHOOTING RANGE AND OTHER LAW ENFORCEMENT TRAINING PURPOSES.

The term of this Lease shall be for a period of ten (10) years beginning on the 15th day of December, 2014, and continuing until the 15th day of December, 2024. This Lease may be renewed or extended upon the same terms herein upon the mutual agreement of the parties hereto. Rent for said Leased Property shall be One Dollar and No/100 (\$1.00) per year payable upon execution of this Lease.

2. **USE.** Said real estate as above-described shall be used exclusively as a shooting range and training facility for the Marion County Sheriff's Department and the Municipal Law Enforcement Departments located within said County. Its use shall be overseen and governed by the Sheriff of Marion County and/or his agents and designees, which shall adopt and implement guidelines and policies for such purposes. Tenant shall be required to have a licensed firearms instructor on the Leased Premises at all times while shooting activities are ongoing.

3. **MAINTENANCE, REPAIR AND IMPROVEMENTS.** Tenant shall be responsible for routine maintenance of the Leased Property during the term of this Lease, and Tenant covenants that it will maintain the Property in a good state of repair and condition. Tenant shall fence the leased premises and construct berms at the back and sides of the shooting

range necessary for the safety of the shooting range activities. The berm to be constructed by Tenant toward which shots will be fired (the "back" berm) shall be at least eighteen (18) feet in height, and the berms to be constructed by Tenant on each side of the shooting area (the "side" berms) shall be at least eight (8) feet in height. Tenant may otherwise make improvements or additions to the Leased Property during the term of this Lease at its own expense; however, such additional improvements shall be made only with the consent of the Landlord, and any and all such improvements or additions shall remain with the Leased Property upon expiration or termination of this Lease, and same shall become the sole and separate property of Landlord upon any such termination.

4. RETURN OF PROPERTY. Upon the termination of this Lease in any manner whatsoever, or upon any default by Tenant hereunder, Tenant shall promptly surrender and return the Leased Property to Landlord in as good order and condition as when initially delivered to Tenant, ordinary and reasonable wear and tear alone excepted. If Tenant defaults under the terms of this Lease, Landlord may take such steps as are necessary to regain possession of same, and Tenant shall pay all reasonable expenses, including court costs and attorneys' fees, in connection with such repossession.

5. LIABILITY OF TENANT. Tenant assumes full responsibility for damage, loss or destruction of the Leased Property during the term of this Lease. Tenant assumes full responsibility for, indemnifies Landlord against, and holds Landlord harmless from and against any and all loss, liability, damage, fines and expense in connection with any injury to person or property arising from, or in connection with, the use of the Leased Property. If at any time Landlord reasonably believes that the Leased Property is about to become damaged or destroyed, it shall have the right to enter and take possession of the Leased Property, but shall be under no obligation to do so.

6. INSURANCE. Tenant shall maintain a policy of general liability insurance covering the Leased Property, with limits of not less than \$1,000,000.00 per occurrence, and Landlord shall be named as a co-insured or additional insured party on such policy and be provided with a certificate by Tenant indicating its coverage.

7. TAXES. Both Landlord and Tenant are tax-exempt local government entities, and the Leased Property is exempt from real property taxes. Nevertheless, Tenant shall pay any taxes, fees, assessments and other charges that may be imposed on this transaction or in connection with the use of the Leased Property during the term of this Lease.

8. TITLE AND POSSESSION. The Leased Property shall at all times remain and be the sole and exclusive property of Landlord, and Tenant shall have only the right to possession and use of the same under the terms of this Lease. It is specifically understood by and between the parties that Tenant shall acquire no right of ownership to the Leased Property and shall have no rights of any kind other than those specifically granted herein. Tenant shall not encumber in any way the Leased Property or its interest in this Lease or allow any lien or encumbrance to be placed upon the Leased Property or its interest in the Lease.

9. UTILITIES. Tenant shall be responsible for any utilities to be provided to the Leased Property and for paying all deposits and monthly charges associated with same.

10. DEFAULT AND TERMINATION. This Lease may be terminated at the election of either the Landlord or Tenant by providing thirty (30) days advance written notice to the opposing party of its intention to terminate. Landlord may also terminate this Lease if Tenant is not maintaining the Leased Property, does not comply with the terms or conditions hereof, or otherwise defaults under this Lease. Upon any such default or termination, Landlord may take immediate possession of the Leased Property. Landlord may recover attorneys' fee, court costs, and expenses related to regaining possession of the Leased Property. In the event of such default and Landlord's election to take possession of such property, Tenant expressly grants to Landlord the right to enter upon the Leased Property for the purpose of taking possession of the Leased Property.

11. **ASSIGNMENT.** Tenant may not assign or sublet any of its right, title or interest in and to this Lease or the Leased Property covered hereby without the prior written consent of Landlord.

12. **EXPENSES.** Tenant shall be solely and separately responsible for all expenses related to the use and operation of the Leased Property, including but not limited to payment of all utility expenses as set forth in Paragraph 9 above.

13. **NONWAIVER.** None of the terms, covenants or conditions of this Lease shall be deemed waived by any act of Landlord unless the same is specified in writing.

14. **SEVERANCE.** Should any provision of this Lease be declared invalid, illegal or unenforceable by a court of competent jurisdiction, then such invalidity, unenforceability or illegality shall not affect the other provisions of this Lease, which shall remain in full force and effect.

15. **AMENDMENT AND APPLICABLE LAW.** This Lease shall be amended only by a writing signed by both parties hereto, and shall be construed under the laws of the State of Tennessee.

16. **CAPTIONS AND BINDING EFFECT.** The captions of this Lease are for reference purposes only and shall in no way limit or extend the provisions herein. The Lease shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and date first above written.

LANDLORD:

CITY OF SOUTH PITTSBURG,
TENNESSEE

By Jane W. Dawkins
Jane W. Dawkins, Mayor

TENANT:

MARION COUNTY, TENNESSEE

By David Jackson
David Jackson, County Mayor

STATE OF TENNESSEE
COUNTY OF MARION

On this the 28 day of January, 2015, before me personally appeared Jane W. Dawkins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence to be the person herein described), and who, upon oath, acknowledged herself to be the Mayor of the City of South Pittsburg, Tennessee, a Tennessee Municipal Corporation, and that she, being authorized so to do, executed the foregoing instrument as such official for the purposes therein contained.

My Commission Expires: 9-5-18

Shirley A. Grider
Notary Public



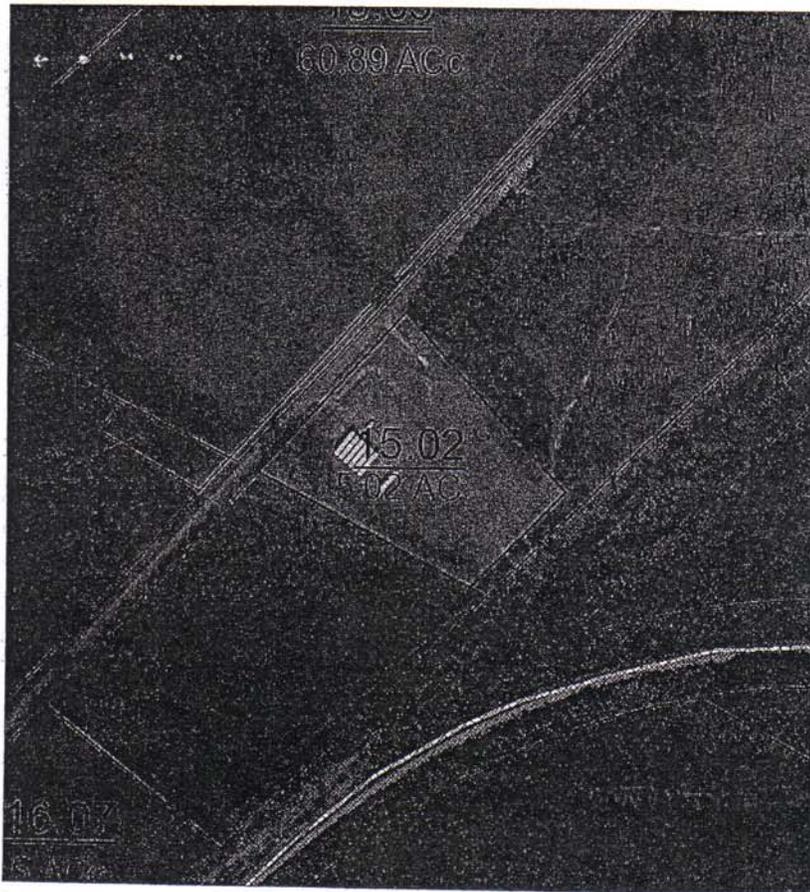
STATE OF TENNESSEE
COUNTY OF MARION

On this the 28 day of January, 2015, before me personally appeared David Jackson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the County Mayor of Marion County, Tennessee, a political subdivision of the State of Tennessee, the within named bargainer, and that he as such official, being authorized so do to, executed the foregoing instrument for the purpose therein contained, by signing the name of the county by himself as such official.

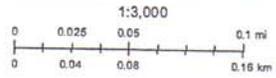
My Commission Expires: 9-5-18

Shirley Grider
Notary Public

A circular notary seal for Shirley A. Grider, Notary Public at Large, Marion Co., TN. The seal contains the text "SHIRLEY A. GRIDER", "NOTARY PUBLIC AT LARGE", and "MARION CO., TN".



January 16, 2015



OR-GIS Services

12/30/14 Tabled indefinitely

**PROPERTY USE AGREEMENT/LICENSE &
RELEASE AND INDEMNITY**

This Agreement, made by and between the South Pittsburg Housing Authority ("Housing Authority" and "Licensor"), and the City of South Pittsburg ("City" and "Licensee"), the parties hereto, is entered into this ____ day of _____, 2014, granting permission to use property owned by the Housing Authority, located in Marion County, South Pittsburg, Tennessee 37380, on Fifth (5th) Street, Map 142P, Group A, Parcel 003.00, being eight and seven tenths (8.7) acres more or less, for the purpose of operating a city park, also known as Loyd Park and Playground Paradise. The permission granted to use the Housing Authority's property is perpetual, but may be terminated upon a one hundred eighty (180) day notice by either party.

Therefore, in consideration of having been given the right to use ("the Use Right") the property of the Licensor, for the undersigned Licensee's operations and activities, the undersigned Licensee does hereby agree to:

- a) **CONFORM** to and obey any and all laws and regulations of the State of Tennessee and those of the United States, and defining the Use Right including: (i) the total avoidance on Licensor property of alcoholic beverages; (ii) the respectful and careful use of Licensor property in an orderly and controlled manner so as to avoid disruption with or interference by noise or otherwise of other uses of the property; and (iii) restriction to the property limits of the Licensee for the use of Licensor's property;
- b) **RELEASE** Licensor and its officers, employees, contractors, subcontractors, guests, invitees, volunteers, agents, and Board members (collectively "the Releasees and Indemnities") and to protect and defend them against any and all liability, including loss and expense or suits for damage to persons or property, in respect of all claims of whatsoever description by the Licensee for personal or bodily injury and loss of or damage to the Licensor's property or economic loss suffered by the Licensor that in any such case has in any way whatsoever been caused by or arisen out of the exercise of the Use Right, whether or not caused or contributed to by the fault or negligence of or breach of contract by any of the Releasees and Indemnities. This release shall include that Licensee shall forego

all claims for damage or loss to persons or property against the Licensor, its officers, employees, Board members, and agents;

- c) **INDEMNIFY** the Releasees and Indemnities against any and all liability in respect of all claims of whatsoever description brought by any persons ("the Claimant(s)"), including, without limitation, persons invited onto the premises of the Licensor in relation to exercise of the Use Right and persons comprised within the collective definition of the Releasees, and Indemnities, for personal or bodily injury and loss of or damage to the Claimant(s) property or their economic loss that has in any such case and in any way whatsoever been caused by or has arisen out of the exercise of the Use Right, whether or not caused by or contributed to by the fault or negligence of or breach of contract by any of the Releasees and Indemnities;
- d) **PROVIDE** a certificate of comprehensive general liability insurance as a condition of the exercise of the Use Right whereby the Licensor is added as a named insured to the policy insuring the Licensor and the Releasees and Indemnities against all risks of personal or bodily injury and property damage and loss and consequential loss arising out of the exercise by the Licensor (and indirectly by persons invited onto the Licensor's property by or for the Licensor) of the Use Right on the basis that such insurance: (i) shall cover contractual liability including that arising out of the Indemnity required by this agreement; (ii) shall be first loss (primary insurance) with a minimum one million (\$1,000,000) Dollar limit of liability for each claim and in the aggregate; and (iii) shall not be cancelable against the interest of the Licensor and the Releasees and Indemnities as insureds there under except after ten days prior written notice to the Licensor sent to it by registered mail directed to the Licensor;
- e) Licensee understands and agrees to accept the Licensor's property in "as-is" condition. Licensee also agrees to clean and remove all trash, equipment, and debris from Licensor's property and to return the property to the Licensor in the same condition as it was before it use. Further, if the Licensee fails to clean or remove any items caused to be left on the property, Licensor will clean and dispose of the items and shall bill the cost, including all labor costs, to Licensee;
- f) The Licensee shall furnish, install, and maintain at its expense all additional equipment that may be necessary for the activities and use to which it will put the property;
- g) Persons engaged by the Licensee to provide labor and service shall not be deemed or considered employees, agents, or independent contractors of the Licensor;
- h) Upon breach of this agreement for any reason, Licensor shall have full authority to retake possession of the property;

- i) The Licensee may not assign any right, privilege, or license conferred by this agreement without the express consent of Licensor; and
- j) The persons signing this agreement on behalf of the Licensee and Licensor are fully empowered by appropriate action, if necessary, to execute this agreement on its behalf.

IN WITNESS WHEREOF, the City of South Pittsburg and the South Pittsburg Housing Authority cause this agreement to be made on the date above written.

CITY OF SOUTH PITTSBURG

By: _____
Authorized Representative

Title: _____

Telephone: _____

SOUTH PITTSBURG HOUSING AUTHORITY

By: _____
Authorized Representative

Title: _____

Telephone: _____

CONSTRUCTION CONTRACT

This Construction Contract (the "Contract") is made as of December 30th, 2014 (the "Effective Date") by and between the City of South Pittsburg, Tennessee, a Tennessee Municipal Corporation having its offices at 204 West Third Street, South Pittsburg, Tennessee 37380 (hereinafter "City"), and Danny Hibbs, individually and d/b/a Danny Hibbs Construction Co., 5427 South Pittsburg Mountain Road, South Pittsburg, Tennessee 37380 (hereinafter "Hibbs").

Hibbs desires to provide Construction services to City, and City desires to obtain such services from Hibbs.

THEREFORE, in consideration of the Mutual promises forth below, the parties agree as follows:

1. DESCRIPTION OF SERVICES.

Beginning on December 30th, 2014 Hibbs will provide to City the following services (collectively, the "Services"):

All of those services set forth and detailed on that "Proposal" to City and that Item Description attached thereto, which documents are collectively attached hereto as Exhibit "A", the terms of which are incorporated herein by reference. The construction project of the City is more specifically known and identified as "Concrete Street Restoration Project-Phase III, State Const #58 LPLM-F3-007, Federal Const #STP-EN-5800 (40), and PIN #110478.01."

2. SCOPE OF WORK.

Hibbs will provide all services, materials, and labor for the construction of the project described above at the property of City located in South Pittsburg, Tennessee hereinafter referred to as ("Worksite").

This includes building and construction materials, necessary labor and site security, and all required tools and machinery needed for completion of construction.

Hibbs is only responsible for furnishing those improvements related to the project as set forth on Exhibit "A" hereto. No other improvements are to be provided by Hibbs unless they are specifically agreed to in writing by both parties.

3. PLANS, SPECIFICATIONS, AND CONSTRUCTION DOCUMENTS.

City will make available to Hibbs all plans, specifications, drawings, blueprints, and similar construction documents necessary for Hibbs to provide the Services described herein. Any such materials shall remain the property of City. Hibbs will promptly return all such materials to City upon completion of the Services.

4. COMPLIANCE WITH LAWS.

Hibbs shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act. Furthermore, this Project and Contract are subject to the "Required Contract Provisions for Federal-Aid Construction Contracts" attached hereto as Exhibit "B".

5. WORK SITE.

City warrants that City owns the property herein described and is authorized to enter into this contract. Prior to the start of construction, City shall provide adequate access to all construction sites.

6. MATERIALS AND/OR LABOR PROVIDED:

Hibbs shall provide to City a List of each party furnishing materials and or labor with regard to the provision of the Services herein described, and the dollar amounts due or expected to be due shall be attached to this Contract as Exhibit. Hibbs declares, under the laws of the State of Tennessee, that this List is a true and correct statement of each and every party providing materials and/or labor as part of the Services herein described.

Hibbs may substitute materials only with the expressed written approval of City, provided that the substituted materials are no lesser quality than those previously agreed upon by Hibbs and City.

7. PAYMENT.

Payment shall be made to Hibbs in the total amount not to exceed \$673,478.90 upon completion of the services described in this Contract.

Hibbs and City acknowledge, covenant, and agree that this Contract is a "Unit Price" Contract, and the Services described herein as set forth on Exhibit "A" attached hereto may be modified at City's discretion as available fund allow; however, the total amount to be paid by City to Hibbs for any and all services to be provided pursuant to this Contract shall not exceed the sum of \$673,478.90.

If any invoice is not paid within ____ days of invoice date, interest will be added to and payable on all overdue amounts at 10% per year, or the maximum percentage allowed under applicable laws, whichever is less.

In addition to any other right or remedy provided by law, if City fails to pay for the Services when due, Hibbs has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

8. TERM.

Hibbs shall commence the work to be performed within 30 days of receipt of City's Notice to Proceed and shall complete the work on or before JUNE, time being of the essence of this Contract.

Upon completion of the project, City agrees to sign a Notice of Completion or Acceptance of Work within ten (10) days after the completion of the Contract and satisfactory final inspection by City.

9. CHANGE ORDER.

City, or any allowed person, e.g. lender, public body, or inspector, may make changes to the scope of the work from time to time during the term of this Contract. However, any such change or modification shall only be made in a written "Change Order" which is signed and dated by both parties. Such Change Orders shall become part of this Contract. City agrees to pay any increase in the cost of the Construction work as a result of any written, dated and signed Change Order. In the event the cost of a Change Order is not known at the time a Change Order is executed, Hibbs shall estimate the cost thereof and City shall pay the actual cost whether or not this cost is in excess of the estimated cost.

10. PERMITS.

Hibbs shall obtain all necessary building permits for the Project.

11. INSURANCE.

Before work begins under this Contract, Hibbs shall furnish certificates of insurance to City substantiating that Hibbs has placed in force valid insurance covering its full liability under the Workers' Compensation laws of the State of Tennessee and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction related accident and property damage incurred in rendering the Services.

12. INDEMNIFICATION.

Hibbs shall indemnify City against, hold it harmless from and defend City from all claims, loss, liability, and expense, including actual attorney's fees, arising out of or in connection with Hibbs' Services performed under this Contract.

13. WARRANTY.

Hibbs shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Hibbs on similar projects. Hibbs shall construct the improvements in conformance with the plans and specifications provided by City.

14. FREE ACCESS TO WORKSITE.

City will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. Hibbs will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. Hibbs also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

15. INSPECTION

City shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work that needs to be inspected or tested and certified by an engineer as a condition of any government department or other state agency, or inspected and certified by the local code officer, shall be done at each necessary stage of construction and before further construction can continue.

16. DEFAULT.

The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure of City to make a required payment when due.
- b. The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under the United States Bankruptcy Code.
- c. A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.
- d. The failure of City to make the construction site available or the failure of Hibbs to deliver the Services in the time and manner provided for in this Contract.

17. REMEDIES.

In addition to any and all other rights a party may have available according to laws of the State of Tennessee, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving said notice shall have ten (10) days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in ten (10) days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.

18. FORCE MAJEURE.

If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended, to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission

shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

19. ENTIRE CONTRACT.

This contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. Any amendments must be in writing and signed by each party. This Contract supersedes any prior written or oral agreements between the parties.

20. SEVERABILITY.

If any provision of this Contract is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

21. AMENDMENT.

This Contract may be modified or amended in a writing signed by both parties.

22. GOVERNING LAW.

This Contract shall be construed in accordance with, and governed by the laws of the State of Tennessee. Jurisdiction and venue of any action related to this Contract shall be brought in the courts of Marion County, Tennessee.

23. NOTICE.

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

24. WAIVER OF CONTRACTUAL RIGHT.

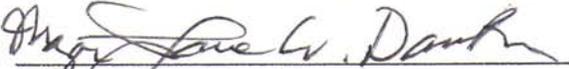
The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

25. SIGNATORIES.

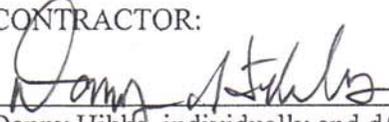
This Contract shall be signed on behalf of City by its Mayor, and on behalf of Hibbs by its proprietor, and shall be effective as of the date first written above.

OWNER:

CITY OF SOUTH PITTSBURG, TENNESSEE

By: 
Jane W. Dawkins, Mayor

CONTRACTOR:


Danny Hibbs, individually and d/b/a Danny Hibbs
Construction Co.

Contractor's License #: _____

EXHIBIT "A"

PROPOSAL

TO THE CITY OF South Pittsburg

SOUTH PITTSBURG, TENNESSEE

By submitting this Proposal, the undersigned bidder represents that it has carefully examined the site of the work described herein, has become familiar with local conditions and the character and extent of the work; has carefully examined the Plans, the most current version of the *Standard Specifications for Road and Bridge Construction* and the Standard Roadway and Structures Drawings adopted by the State of Tennessee, Department of Transportation, with subsequent revisions which are acknowledged to be a part of this Proposal, the Special Provisions, the Proposal Form, the Form of Contract, and the Form of Contract Payment and Performance Bond; and thoroughly understands their stipulations, requirements, and provisions.

The undersigned bidder has determined the quality and quantity of materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and, has arranged for the continuous prosecution of the work herein described.

By submitting this Proposal, the undersigned bidder agrees to provide all necessary equipment, tools, labor, incidentals, and other means of construction, to do all the work, and furnish all the materials of the specified requirements which are necessary to complete the work in accordance with the Plans, and the Specifications, and agrees to accept as payment in full the unit prices for the various items described in the Specifications that are set forth in this Proposal. The bidder understands that the quantities of work specified are approximate only and are subject to increase or decrease and that any such increase or decrease will not affect the unit prices set forth in this Proposal. Compensation for "extra work" which may be required by the CITY in connection with the construction and completion of the work but which was not reflected in the Plans and Specifications at the time of bidding, will be made in the following manner: work for which there is a unit price set forth in this Proposal will be compensated at that unit price; work for which there is no unit price set forth in this Proposal will be compensated in accordance with the applicable Tennessee Department of Transportation Standard Specifications.

By submitting this Proposal, the undersigned bidder hereby agrees to be bound by the award of the Contract and, if awarded the Contract on this Proposal, to execute the required Contract and the required Contract Payment and Performance Bond within ten (10) days after receipt of notice of the award. The undersigned bidder submits herewith the required Proposal guaranty in an amount of not less than five percent (5%) of the total amount of the Proposal offered and agrees and consents that the Proposal guaranty shall immediately be at the disposal of the CITY, not as a penalty, but as an agreed liquidated damage if the required Contract and Contract Payment and Performance Bond are not executed within ten (10) days from receipt of the notice of award.

THIS PROPOSAL SUBMITTED BY:

Danny Hibbs Construction Co.
Bidder (1)

By: Danny Hibbs

DANNY HIBBS OWNER
Printed Name and Title

5427 South Pittsburg Mtn. Rd.
Address

South Pittsburg, TN 37380
City/State/Zip

Bidder (1) being a Sole Proprietor composed of officers, partners, or owners as follows:
(Type of business entity)

Danny Hibbs OWNER
Name/Title

Name/Title

Name/Title

Bidder (2)*

By: _____

Printed Name and Title

Address

City/State/Zip

Bidder (2) being a _____ composed of officers, partners, or owners as follows:
(Type of business entity)

Name/Title

Name/Title

Name/Title

***NOTE: The signature and information for Bidder (2) is to be provided when there is a joint venture.**

Item Number	Item Description	Unit	Quantity	Unit Price	Total For Item
202-03	Removal of Rigid Pavement, Sidewalk, Etc.	S.Y.	1240	<u>\$ 43.60</u>	<u>\$ 54,064.00</u>
203-01.79	Excavation/Backfill	C.Y.	715	<u>23.90</u>	<u>17,088.50</u>
209.09.43	Curb Inlet Protection (Type 4)	EACH	20	<u>125.30</u>	<u>2,506.00</u>
303-10.01	Mineral Aggregate (Size 57)	TON	208	<u>50.00</u>	<u>10,400.00</u>
501-01.13	Portland Cement Concrete Pavement (10" Peagravel) Pavement Repairs	S.Y.	1540	<u>329.00</u>	<u>506,660.00</u>
502-04.01	Concrete Pavement Sawcut (Full Depth)	L.F.	4,740	<u>9.80</u>	<u>46,452.00</u>
502-04.02	Load Transfer Dowels	EACH	1,896	<u>10.90</u>	<u>20,666.40</u>
502-08.01	Resealing Joints (Silicone Sealant)	L.F.	4,740	<u>1.70</u>	<u>8,058.00</u>
604-10.44	Expansion Joint Repair	L.F.	4,740	<u>1.60</u>	<u>7,584.00</u>

TOTAL BASE BID - CONTRACT #

\$ 673,478.90

RESOLUTION 950

WHEREAS, The City of South Pittsburg residence are provided Sanitation service each week.

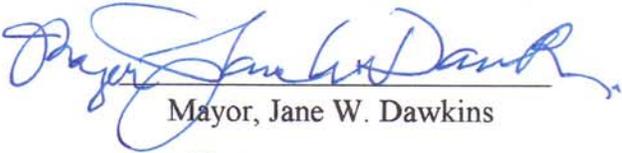
WHEREAS, The City of South Pittsburg contracts the Sanitation service through Tennessee Valley Waste.

WHEREAS, The Board of Water Works & Sewer provides a monthly billing in order to collect Sanitation service fees through each residence monthly water bill.

WHEREAS, The Board of Water Works & Sewer directly deposits the money collected into the City of South Pittsburg General Fund.

WHEREAS, The State of Tennessee Comptroller of the Treasury Office of State and Local Finance is now requiring the city to open a separate Sanitation account for the funds to be deposited.

THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF MAYOR AND COMMISSIONERS that City Recorder Diane Beavers is granted permission to open a checking account through Citizens Tri County Bank. The account will be called "Sanitation Account". This Resolution takes effect immediately upon its passage, the public welfare requiring it.



Mayor, Jane W. Dawkins

12.30.14

Date



City Recorder, Diane Beavers

12.30.14

Date