



City Council Work Session Meeting Agenda

June 16, 2026 at 5:00 PM

Jefferson City Municipal Building

1. Call to Order

Opening Prayer

Pledge of Allegiance

2. Citizen Comments (Citizens should state their name, address, and limit comments to five minutes.)

3. Communications from the Mayor

4. Reports from Committees, Council Members, and other Officers

a. Quarterly Update from Jefferson Alliance - **John Turner**

b. Quarterly Update from C.A.R.E. - **Kim Starr**

c. Quarterly Update from Heritage Center at Mossy Creek - **Teresa Collins & Jeanne Musick**

d. Quarterly Update from Mossy Creek Foundation - **Tommy Clapp**

5. Items for Discussion

a. Review Memorandum of Understanding with Springwell Foundation - **Atty. Robert Burts**

b. Discuss business owner's request for Council to limit liquor licenses - **James Gallup**

c. Recommendation to continue mowing & maintenance contract - **James Gallup**

d. Consider a resolution authorizing participation in the TNECD Certified Tennessee Downtowns Program - **James Gallup**

e. Request to add IT and Low Voltage Wiring for Fire Station 2 - **Allen Gillespie**

f. Proposed Change Orders #9-#12 to Fire Station #2 - **Lee Turner**

g. Request to purchase Police Vehicles for FY 26-27 - **Andy Dossett**

h. Request to Clean Sedimentation Basins at Water Plant - **Porter Massengill**

i. Request to Purchase a Brush Hawg Boom Truck for Sanitation Dept. - **Porter Massengill**

6. Appointments

- a. **Parks and Recreation Committee** - The members are appointed for a two-year term by the City Council. There are two vacant positions to be filled.
- b. **Jefferson Healthcare Foundation Board** - The members are appointed for a three-year term by the City Council. The current member whose term will expire in August of 2026 is Michelle Templin, who is not able to be reappointed at this time.
- c. **Industrial Development Board** - The members are appointed for a six-year term by the City Council. The current members whose terms will expire in August of 2026 are David Hensley, Wayne Hinkle and Don Miller. All three are willing to be reappointed.

7. Calendar/Upcoming Events

- a. The Industrial Development Board will conduct its Annual Meeting Thursday, June 18, 2026, at 5:30 pm.
- b. The June HZC/Regional Planning Commission/BZA meeting will be on Monday, June 22, 2026.
- c. The July Council Meeting will be on Monday, July 6, 2026.
- d. ORNL Federal Credit Union has scheduled their groundbreaking ceremony for July 9, 2026, at 11:00 am.
- e. The June Work Session will be on Tuesday, July 21, 2026.
- f. The July HZC/Regional Planning Commission/BZA meeting will be on Monday, July 27, 2026.

8. Announcements

- a. City Administrative Offices will be closed on Friday, June 19th for Juneteenth.
- b. City Administrative Offices will be closed on Friday, July 3rd for Independence Day.
- c. The City will be celebrating Independence Day at Roy Harmon Park from 10am - 2pm on July 4, 2026.

9. Adjourn

MEMORANDUM OF UNDERSTANDING ("MOU")

This MEMORANDUM OF UNDERSTANDING ("**MOU**") is made on this _____ day of _____, 2026 at _____ (the "*Effective Date*").

BETWEEN

1. **Spring-Well Foundation for Better Living**, a nonprofit organization, hereafter referred to as "**Spring-Well**,"

AND

2. the **City of Jefferson City**, hereafter referred to as "**the City**." A city in Jefferson County, part of the Morristown Metropolitan Statistical Area, known for its history as Mossy Creek and its location near Cherokee Lake.

(Each of Spring-Well and City shall be referred to as a "Party" and collectively as the "Parties".)

1. BACKGROUND / RECITALS

1. Spring-Well exists to empower individuals, restore communities, and build systems of care that last.
2. City serves as a key industrial, educational, and recreational hub in East Tennessee, acting as a residential town focused on historical preservation and downtown revitalization.
3. The Parties wish to collaborate for the purpose of this MOU to establish a cooperative partnership to support the
4. The purpose of this MOU is to establish a cooperative partnership to support the **repurposing and revitalization of Nelson Merry Park facilities** for the benefit of the Jefferson City community through educational, childcare, and community programming.
5. This MOU sets out the mutual understanding, principal terms and framework for the Parties' collaboration and is intended to provide the basis for negotiating and executing a definitive agreement covering detailed commercial, technical and legal terms.

2. DEFINITIONS

In this MOU, unless the context otherwise requires:

- **"Confidential Information"** means information disclosed by one Party to the other under or in connection with this MOU and includes technical, commercial, financial, operational and other proprietary information (see Clause 9).
- **"Project Period"** means the initial two (2) year period commencing on the Effective Date, as set out in Clause 7, during which Parties shall cooperate to achieve Project objectives.
- **"Steering Committee"** has the meaning given in Clause 5.1.
- **"Background IP"** has the meaning given in Clause 8.1.
- **"Foreground IP"** has the meaning given in Clause 8.2.

3. PURPOSE & SCOPE

6. **Purpose:** To outline the collaboration between Spring-Well and the City of Jefferson City to enable Spring-Well to pursue and secure grant funding for the **renovation and repurposing of designated spaces within Nelson Merry Park**.
7. **Scope.** The Parties' activities shall include (without limitation):
 - 7.1. **Administrative Support:** The City agrees to provide administrative support necessary for grant applications, including providing documentation or authorization required by grantors to demonstrate partnership, site approval, or municipal support for the project.
 - 7.2. Establish a community hub and childcare center that serves families in Jefferson City first and the surrounding county.
 - 7.3. Spring-Well and the City commit to ongoing collaboration, communication, and partnership to ensure the success of the community hub, childcare services, and park revitalization efforts.
 - 7.4. Both Parties acknowledge the importance of community engagement, transparency, and cooperative planning to meet the evolving needs of Jefferson City residents.
 - 7.5. Joint project planning and governance.
 - 7.6. Joint pursuit of grants, certifications, or incentives.
 - 7.7. Preparation of a roadmap for facility operations (upon successful completion of renovation).
8. **Annexures:** Detailed Deliverables, Milestones, Roles & Responsibilities and Project Plan are set out in Annexures A, B, and C respectively.

4. ROLES & RESPONSIBILITIES

4.1 SPRING-WELL (Party A) will:

9. Lead grant research, applications, and reporting on behalf of the Project.

10. Develop and submit renovation plans for the designated Nelson Merry Park spaces in compliance with applicable building, zoning, and childcare licensing standards.
11. Hire, onboard, and manage all staff and personnel required to operate the childcare center and community hub.
12. Obtain and maintain all required licenses, permits, and certifications to operate a licensed childcare center and community facility (see also Clause 4, Licensing and Regulatory Compliance).
13. Provide training materials and conduct community engagement and programming as outlined in Annexure B.
14. Maintain operations during the agreed Project Period and provide monthly and annual progress reports to the Steering Committee.

4.2 CITY (Party B) will:

15. Provide site access, reasonable working space, and facility support to Spring-Well's project and deployment team.
16. Facilitate local permits, zoning approvals, and construction inspections, and coordinate with relevant municipal departments and operators as needed.
17. Provide required documentation, letters of support, and authorization for grant applications as reasonably requested by Spring-Well.
18. Ensure availability of City personnel for coordination, inspections, and documentation activities.
19. Cooperate in evaluation, reporting, and documentation activities.

Each Party shall perform its obligations in good faith, using suitably qualified personnel and in compliance with applicable laws, health & safety rules and site protocols.

5. PROJECT GOVERNANCE

20. **Steering Committee:** Within 15 days of the *Effective Date*, the Parties shall constitute a Project Steering Committee consisting of two (2) representatives from each Party (the "Steering Committee") to oversee Project execution, approve milestones and resolve operational issues.
 21. **Meetings & Reporting:** Steering Committee to meet at least once every calendar month (or as otherwise agreed). Spring-Well to deliver monthly progress reports and a final pilot report at the end of the Project Period as per Annexure D.
 22. **Project Manager:** Each Party will appoint a Project Manager who shall be the primary contact for day-to-day coordination.
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6. FINANCIAL TERMS

23. **Costs & Funding:** Unless otherwise agreed in a separate Commercial Agreement, each Party will bear its own costs and expenses incurred in connection with this MOU and Project activities during the Project Period.
24. **Grant Funding and Facility Improvements:**
- 24.1. During Phase I of the project, Spring-Well will pursue grant opportunities including, but not limited to, the **T-Mobile Hometown Grant** and other applicable community development grants. Grant funding will be used to renovate and improve the following spaces located within Nelson Merry Park:
 - Two existing classroom spaces;
 - The lower-level locker room area, which will be repurposed into a **community room and multipurpose space**. The improvements will support the creation of a **community hub and childcare facility** serving local families.
25. **Facility Use and Lease Agreement.** Lease terms, rental fees, and operational details will be finalized in a separate facility lease agreement between the City and Spring-Well.
26. **Additional Funding Contributions:** If any material financial contribution is required (e.g., equipment purchase, third-party services or grant co-funding), a separate written agreement detailing the payment terms, schedules, deliverables and applicable taxes shall be executed prior to incurring such obligations.
27. **Taxes & Duties:** Each Party shall be responsible for its own taxes, duties and statutory levies arising from their performance of this MOU unless otherwise agreed in writing.
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7. PROJECT DURATION & MILESTONES

28. **Project Period:** This MOU shall be effective from the *Effective Date* and shall remain in force for an initial period of two (2) years (the "Project Period"), unless earlier terminated under Clause 14.
29. **Extension:** The Parties may, by mutual written agreement, extend the Project Period and/or implement further phases.
30. **Milestones:** Key milestones, acceptance criteria and timeframe are set out in Annexure B (e.g., Phase 1 — Grant Applications & Site Agreements: Months 1–3; Phase 2 — Renovation & Construction: Months 4–9; Phase 3 — Licensing, Staffing & Soft Open: Months 7–12; Phase 4 — Full Operations & Evaluation: Year 2).
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8. INTELLECTUAL PROPERTY (IP)

31. **Pre-Existing IP:** Each Party shall retain ownership of its pre-existing intellectual property (the "Background IP") and nothing in this MOU shall transfer title to such Background IP.
32. **Project IP:** Subject to Clause 8.3, new Intellectual Property conceived, developed or reduced to practice jointly during the Project ("Foreground IP") shall be owned jointly by the Parties in proportions to be agreed in a subsequent definitive agreement.
33. **License:** Each Party grants the other a non-exclusive, nontransferable, royalty-free license to use its Background IP to the extent necessary for performance of the Project

during the Project Period only. Any commercial exploitation, sublicensing or transfer of Foreground IP shall require a separate written agreement.

34. **Patents & Protection:** The Parties shall, subject to mutual consent, determine the filing, prosecution and maintenance of patent applications and share costs as per a subsequent written arrangement.

9. CONFIDENTIALITY & DATA PROTECTION

35. **Confidentiality Obligation:** Each Party undertakes to keep Confidential Information received from the other Party strictly confidential and not to use or disclose such information to any third party except as permitted under this MOU or with prior written consent.
36. **Exclusions:** Confidential Information does not include information which (a) is or becomes publicly available through no breach of this MOU; (b) is independently developed by the receiving Party; or (c) is rightfully received from a third party without restriction.
37. **Permitted Disclosures:** Disclosure is permitted to the receiving Party's employees, advisors, or contractors on a need-to-know basis, provided they are bound by confidentiality obligations no less stringent than this Clause.
38. **Data Protection:** The Parties shall comply with applicable data protection laws and shall implement reasonable technical and organizational measures to protect personal data exchanged under this MOU. Any personal data processing instructions and responsibilities shall be set out in a separate Data Processing Addendum if required.

10. DELIVERABLES, ACCEPTANCE & TESTING

39. **Deliverables:**
- A licensed childcare center.
 - A community hub offering educational, family, and community programming.
40. **Acceptance Tests:** On completion of each milestone, acceptance tests shall be conducted by the Steering Committee. If Deliverables fail acceptance, Spring-Well shall have a reasonable period to remedy defects at its cost.
41. **Sign-off.** By signing below, the Parties acknowledge their agreement to the terms outlined in this Memorandum of Understanding.

11. WARRANTIES, REPRESENTATIONS & COVENANTS

42. Each Party represents and warrants that it has full power and authority to enter into this MOU and to perform its obligations.
43. Spring-Well warrants that the goods and services provided under the Project shall be of commercially reasonable quality and shall conform to the specifications in Annexure A.

EXCEPT AS EXPRESSLY SET OUT IN THIS MOU, NEITHER PARTY GIVES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. LIMITATION OF LIABILITY & INDEMNITY

- 44. **Limitation:** Except for (a) liability arising from gross negligence, willful misconduct or fraud; (b) breach of confidentiality; and (c) willful infringement of third-party rights, the Parties' aggregate liability under or in connection with this MOU shall be limited to the direct damages actually incurred and proven, capped at the total sums actually paid under any executed Commercial Agreement between the Parties.
 - 45. **Indirect Damages:** Neither Party shall be liable for indirect, incidental, consequential, special or punitive damages (including loss of profits, loss of business or reputation) except as expressly provided herein.
 - 46. **Indemnity:** Each Party shall indemnify, defend and hold harmless the other from and against any third-party claims arising out of the indemnifying Party's negligence, willful misconduct, or breach of applicable laws in performing its obligations under this MOU.
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13. INSURANCE

(a) Liability. Spring-Well agrees to maintain **adequate liability insurance coverage** for the duration of the project and any subsequent facility operations. Proof of insurance must be provided to the City prior to the commencement of renovations and maintained throughout the duration of the operational agreement.

(b) Insurance. During the Project Period, each Party shall maintain insurance policies (including public liability and employer's liability) in amounts customary for similar projects and shall provide evidence of such insurance upon reasonable request.

14. TERM OF AGREEMENT

- 47. **Termination for Convenience:** Either Party may terminate this MOU by giving thirty (30) days prior written notice to the other Party.
 - 48. **Termination for Cause:** Either Party may terminate with immediate effect by written notice if the other Party materially breaches this MOU and fails to remedy such breach within thirty (30) days after receiving written notice specifying the breach.
 - 49. **Effect of Termination:** On termination, each Party shall promptly return or destroy Confidential Information of the other, cease use of Licensed IP (except as permitted), and settle outstanding obligations accrued prior to termination. Termination shall not affect rights or liabilities accrued prior to termination.
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15. FORCE MAJEURE

Neither Party shall be liable for any delay or failure to perform its obligations to the extent caused by events beyond its reasonable control (acts of God, pandemics, war, governmental action, strikes, natural disasters). The affected Party shall promptly notify the other and use reasonable efforts to resume performance.

16. ASSIGNMENT

Neither Party shall assign or transfer its rights or obligations under this MOU without the prior written consent of the other Party, except to an affiliate or in connection with a merger or sale of substantially all its business, provided the assignee assumes the assigning Party's obligations.

17. NOTICES

All notices required or permitted under this MOU shall be in writing and shall be deemed given when delivered personally, sent by registered post, or by email to the addresses set out below (or such other address as the Party may notify in writing):

For: SPRING-WELL FOUNDATION FOR BETTER LIVING:

Name / Organization: _____

Attention: _____

Email: _____

Address: _____

For: CITY OF JEFFERSON CITY, TN:

Name / Title: _____

Attention: _____

Email: _____

Address: _____

18. AMENDMENT

This MOU may be amended only by a written instrument signed by authorized representatives of both Parties.

19. SEVERABILITY

If any provision of this MOU is held invalid, illegal or unenforceable, the remainder of this MOU shall continue in full force and effect and the Parties shall negotiate in good faith to replace the invalid provision with a valid provision reflecting the Parties' intent.

20. ENTIRE AGREEMENT & NON-BINDING NATURE

- 50. This MOU records the Parties' mutual understandings regarding the Project and, except for Clauses 8 (IP), 9 (Confidentiality), 12 (Liability), 14 (Termination), 15 (Force Majeure), 17 (Notices), 19 (Severability) and 20 (Entire Agreement & Non-binding Nature), which the Parties agree shall be binding, this MOU is intended only as a statement of intent and is not legally binding.
 - 51. The Parties acknowledge that no legally binding obligation to enter into any further agreement shall arise unless and until the Parties execute a definitive written agreement covering the commercial and legal terms of the Project.
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21. GOVERNING LAW & DISPUTE RESOLUTION

- 52. This MOU shall be governed by and construed in accordance with the laws of the State of Tennessee.
 - 53. The Parties shall attempt to resolve disputes amicably through negotiation. If unresolved within thirty (30) days, disputes shall be referred to arbitration under the Tennessee Uniform Arbitration Act (T.C.A. § 29-5-301 et seq.). The seat of arbitration shall be Jefferson City, Tennessee (or such other Tennessee city as mutually agreed), the tribunal shall consist of a sole arbitrator appointed by mutual agreement, and the language of arbitration shall be English. The award shall be final and binding.
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22. COUNTERPARTS

This MOU may be executed in counterparts, each of which when executed will be an original, and all counterparts together will constitute one and the same instrument.

SIGNATURES

Spring-Well Foundation for Better Living

Name: _____

Title: President / Executive Director

Signature: _____

Date: _____

City of Jefferson City, TN

Name: _____

Title: _____

Signature: _____

Date: _____

ANNEXURES (to be attached and populated)

Annexure A: Detailed Deliverables & Technical Specifications

Spring-Well agrees that all renovation and construction work will be completed in accordance with municipal and state regulations. Specifically:

- A licensed general contractor must be used for all renovation work.
- All project plans must be submitted to the City of Jefferson City for review and approval.
- City inspectors must review and inspect construction plans and completed work to ensure compliance with building codes and safety regulations.

Spring-Well agrees to secure and provide firm commitment letters from key community partners, including but not limited to:

- Carson-Newman University
- Renovate Farms
- Jefferson City Housing Authority

These partnerships will support programming, workforce development opportunities, and community engagement within the community hub.

Annexure B: Project Milestones, Acceptance Criteria & Timeline

- Spring-Well will provide the City with plans outlining projected enrollment and community programming.
- Enrollment for the childcare center will be **county-wide**, while ensuring that a fair and reasonable percentage of available enrollment opportunities are **prioritized for Jefferson City residents** to support local families.

Anticipated Project Phases:

- **Phase 1 (Months 1–3):** Grant applications, MOU with City, site access agreements, finalize licensing path and construction scope.
- **Phase 2 (Months 4–9):** Renovation and construction of classroom spaces, locker room conversion, and playground improvements.
- **Phase 3 (Months 7–12):** Staffing, licensing inspections, curriculum development, soft launch of childcare operations.
- **Phase 4 (Year 2):** Full operations, community hub programming, ongoing evaluation and reporting.

Annexure C: Roles & Responsibilities Matrix and Resource Plan

Spring-Well recognizes and supports the **City of Jefferson City's Ten-Year Master Plan** for community development and park utilization. The City acknowledges the **growing need for accessible and quality childcare services within the community** and recognizes that childcare operations require extended hours to serve working families.

Spring-Well childcare operations are anticipated to include:

- **Monday through Friday: 6:00 AM – 7:00 PM**
- **Afterschool programming**
- **Occasional weekend programming and community activities**

These hours are intended to support the needs of working families while maintaining compatibility with park operations.

Annexure D: Monthly Report Template & Final Evaluation Report Format

[To be developed by Spring-Well and approved by the Steering Committee within 30 days of the Effective Date.]

Annexure E: Commercial Terms (if applicable) — Equipment Cost Schedule / Payment Schedule

[To be completed if material financial contributions are required. Otherwise, this Annexure is not applicable.]

Annexure F: Data Processing Addendum (if Personal Data exchanged)

[To be completed if personal data of children, families, or staff is exchanged between the Parties. Otherwise, this Annexure is not applicable.]

Annexure G: Health, Safety & Site Protocols

[To be developed in accordance with applicable Tennessee childcare licensing requirements, City building codes, and OSHA standards. To be populated prior to commencement of renovation work.]

4A. LICENSING AND REGULATORY COMPLIANCE

Spring-Well agrees to obtain and maintain all required licenses and approvals necessary to operate a childcare center and community facility, including but not limited to:

- State childcare licensing
- Local operational permits
- Any applicable health and safety certifications

Spring-Well agrees to comply with all **local, state, and federal regulations** governing childcare operations and facility use.

4B. PARK OPERATIONS AND RECREATION COMPATIBILITY

Spring-Well agrees that its operations will **not interfere with existing park and recreation activities**, including sports programs, recreational leagues, clubs, or other community activities hosted within Nelson Merry Park.

Spring-Well will coordinate scheduling and facility use with the City to ensure that park activities continue to operate without disruption and that all community recreational programming remains accessible.



OFFICE OF THE CITY MANAGER
AGENDA ITEM REPORT

TO: Honorable City Council
FROM: James A. Gallup, City Manager
DATE: June 12, 2026
SUBJECT: Recommendation to approve 1-year extension for mowing & maintenance of City properties

BACKGROUND:

- The City is contracted with Full-Service Property Management for mowing & maintenance of city properties.
- The contract terms are set for one year extendable to a maximum of three years before the contract is re-bid.
- This would constitute their first extension for Fiscal Year 2026 -2027.
- Full-Service Property Management has been very responsive to our needs and has performed in a good workmanlike manner in accordance with industry standard.

FISCAL IMPACT:

- Full Service Property Management has agreed to keep their cost schedule the same.

REQUEST/RECOMMENDATION:

- Staff recommendation is to approve Full-Service Property Management for an additional 1-year contractual term.

ATTACHMENTS:

- Original bid tab from RFB #25-03



FINANCE DEPARTMENT
Purchasing Division
 112 City Center Drive
 PO Box 530
 Jefferson City, TN 37760
 (865) 475-9071

BID TABULATION SHEET

Project Number: 25-03

Date Bids Advertised: May 01, 2025

Project Name: Mowing & Maintenance of City Properties

Bid Deadline (Date/Time): May 14, 2025 @ 4PM

Requesting Department: City Manager's Office

of Addendums Issued: None

VENDOR INFORMATION

<u>Vendor</u>	<u>Company Name</u>	<u>Contact Person</u>	<u>Phone</u>	<u>Email</u>	<u>Date/Time Bid Received</u>
A	Full Service Property	Scott Whitehead	(865) 900-9591		May 14, 2025 @ 3:45PM
B					
C					
D					
E					

BID SUMMARIES

<u>Item Description</u>	<u>A</u>		<u>B</u>		<u>C</u>		<u>D</u>		<u>E</u>	
	<i>Per Mow</i>	<i>Monthly</i>	<i>Per Mow</i>	<i>Monthly</i>	<i>Per Mow</i>	<i>Monthly</i>	<i>Per Mow</i>	<i>Monthly</i>	<i>Per Mow</i>	<i>Monthly</i>
1. Base Bid										
Mossy Creek Sports Complex	\$ 400.00	\$ 1,600.00								
Centennial Park Complex	\$ 500.00	\$ 2,000.00								
Water Treatment Plant	\$ 300.00	\$ 1,200.00								
City Hall Complex	\$ 350.00	\$ 1,400.00								
Center Medians between S. Sizer and Hicks Rd.	\$ 225.00	\$ 900.00								
Total Base Bid Annually:	31 Mows	\$ 56,800.00								
2. Properties to be mowed 10x										
Water Tanks & Pump/Lift Stations (View of Mossy Creek Lift Station, Industrial Park Pump Station, Industrial Park Park Water Tank, Gentry Hill Tank, North Hills Tank and lot, 11-E Tanks, Oak Hill Tank, Clinch View Circle Lift Station, and Apple Valley Pump Station	\$ 255.00									
Total Annually:	\$ 2,550.00									
3. Additional Alternates										
Jefferson City Senior Center	\$ 75.00	\$ 300.00								
Jefferson City Community Center	\$ 250.00	\$ 1,000.00								
Nelson Merry Park + Softball Field	\$ 200.00	\$ 800.00								
Roy Harmon Park + Little League Field	\$ 250.00	\$ 1,000.00								
Remaining center medians throughout remainder of the city	\$ 1,200.00	*Remainder of 11-E								
Additional Proposed areas recommended by vendor	\$ 1,200.00	*For Hwy 92								
4. Additional Equipment & Services (Optional)										
Mowing Rate (Other than Bid Specs)	Rate	Description								
	\$100/HR									
	\$150/HR	Skid-Bushhog								
	\$250/HR	Skid-Mulcher								
	\$300/HR	Right-of-Ways								



DEPARTMENT OF FINANCE
PURCHASING DIVISION

May 13, 2026

Full Service Property Management
c/o Scott Whitehead
1840 Dairy Farm Rd
New Market, TN 37820

Subject: Contract Renewal – 1-year Extension (First Extension) for Mowing & Maintenance of City Properties

Mr. Whitehead:

The contract for Mowing & Maintenance of City Properties is up for renewal. The original contract term expires on June 30, 2026. Pursuant to Article 1, the service contract may be renewed on a yearly basis for a maximum of up to three (3) years before being re-bid; provided all terms, conditions, and prices remain unchanged and both parties are in agreement. If you opt to renew, and if approved by City Council, the contract term would extend from **July 1, 2026, to June 30, 2027**.

Please indicate your intentions below:

I would like to extend this contract for an additional year. Terms, conditions, and prices from the original bid shall remain unchanged.

I would like to alter/amend/modify this contract. (Please provide documentation and present to Council)

I would not like to extend this contract.


Scott Whitehead
5-15-26
 Authorized Signature Printed Name Date



OFFICE OF THE CITY MANAGER AGENDA ITEM REPORT

TO: Honorable City Council

FROM: James A. Gallup, City Manager

DATE: June 12, 2026

SUBJECT: Consider a resolution authorizing participation in the Certified Tennessee Downtowns Program

BACKGROUND:

- Jefferson City is a Tennessee Downtowns alumnus and has been informed that all Tennessee Downtowns alumni must now participate in the new certified program in order to be eligible for future TNECD Downtown Improvement Grants.
- The purpose for the new Certified Downtown Program:
 1. The process will strengthen the program by providing continued training to alumni communities to better help in economic development, heritage tourism, and preservation efforts.
 2. The program will allow us to collect reinvestment statistics previously not reported in the collective impact of our community and rural development work to help illustrate the overall impact of rural communities in the state of Tennessee.
 3. The program will provide a structured pathway for alumni communities to become a designated TN Main Street program.
- This does not impact our current Downtown Improvement Grant, just eligibility for future grants.

FISCAL IMPACT:

- Required to be eligible for future TNECD Downtown Improvement Grants

REQUEST/RECOMMENDATION:

- Staff recommends approving resolution in order to be eligible for future TNECD grants.

ATTACHMENTS:

- Draft Resolution authorizing participation in the Certified TN Downtowns Program

RESOLUTION 2026-XX

**A RESOLUTION OF THE CITY COUNCIL OF JEFFERSON CITY, TENNESSEE,
AUTHORIZING PARTICIPATION IN THE CERTIFIED TENNESSEE
DOWNTOWNS PROGRAM AND COMMITTING TO MEET THE PROGRAM
REQUIREMENTS**

WHEREAS, the State of Tennessee, through the Department of Economic and Community Development (TNECD), administers the Tennessee Downtowns program (also referred to as the Certified Tennessee Downtowns Program), a downtown revitalization education and grant initiative designed to assist communities in strengthening and revitalizing their traditional commercial districts;

WHEREAS, the Tennessee Downtowns program is based on the Main Street Four-Point Approach of organization, design, promotion, and economic vitality, and requires participating communities to complete a two-year training, planning, and project implementation process;

WHEREAS, Jefferson City recognizes that its traditional downtown commercial district, generally comprised of properties that are at least fifty (50) years old and that exhibit a pedestrian-oriented pattern of development, is a significant economic, civic, historic, and cultural asset to the community;

WHEREAS, Jefferson City further recognizes the need to reinvest in, strengthen, and promote its downtown in order to address issues such as building vacancy, underutilized properties, aging infrastructure, and changing market conditions;

WHEREAS, the Tennessee Downtowns program requires participating communities to:

1. Define a specific downtown revitalization district;
2. Establish a dedicated five-member (or larger) Downtown Revitalization Steering Committee to guide the program;
3. Designate a local government or nonprofit organization to serve as the program’s administrative and fiscal agent; and
4. Adopt a formal resolution by the city government agreeing to participate in and meet the mandatory requirements of the program;

WHEREAS, Jefferson City desires to apply for selection in the next available round of the Tennessee Downtowns program and to be eligible for available training, technical assistance, and grant funds for an approved downtown improvement project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Jefferson City, Tennessee, that:

1. **Authorization to participate.**
The City of Jefferson City, through its City Council, hereby authorizes participation in the Certified Tennessee Downtowns (Tennessee Downtowns) Program and approves the submission of all required application materials to the Tennessee Department of Economic and Community Development.

2. **Designation of downtown revitalization district.**
The City Council hereby designates the “Jefferson City Historic Downtown District” as the project area for the Tennessee Downtowns program, consisting generally of the traditional commercial area of Jefferson City as described in the application materials, including a majority of buildings at least fifty (50) years old and a compact, pedestrian-oriented pattern of development.
3. **Creation and recognition of Downtown Revitalization Steering Committee.**
The City Council hereby establishes and recognizes a Downtown Revitalization Steering Committee of not fewer than five (5) members, composed of community leaders, business and property owners, and other stakeholders, which shall be responsible for working with city staff and partners to complete all Tennessee Downtowns training, planning, and reporting requirements.
4. **Designation of program administrator and grant agent.**
The City Council hereby designates the City Manager and City Recorder to serve as the administrative and fiscal agents for the Tennessee Downtowns program and for any grant funds awarded, with authority to enter into required agreements, manage project implementation, and request reimbursements in accordance with TNECD requirements.
5. **Support from city government.**
The City Council expresses its support for downtown revitalization and acknowledges the importance of downtown Jefferson City as a key economic, social, and cultural asset. City staff are hereby directed to cooperate with the Downtown Revitalization Steering Committee in carrying out the Tennessee Downtowns work plan and to coordinate city policies and investments, where feasible, to support the revitalization of the designated district.
6. **Compliance with program requirements.**
The City of Jefferson City agrees to comply with all mandatory participation requirements of the Tennessee Downtowns program, as established and amended by the Tennessee Department of Economic and Community Development, including program reporting, attendance at required training sessions, and completion of work plan activities.

BE IT FURTHER RESOLVED that this Resolution shall take effect from and after its passage, the public welfare requiring it.

Approved this **6th day of July 2026**.

Bettina Chandler, City Recorder

Mitch Cain , Mayor



AGENDA ITEM REPORT

TO: Mayor and City Council
FROM: Allen Gillespie, IT Manager
DATE: May 15, 2026
SUBJECT: Fire Station II – IT & Low Voltage Contingency Summary

BACKGROUND:

As construction progresses at Fire Station II, several additional IT, low-voltage, infrastructure coordination, and project completion items have been identified that were not fully accounted for within the original project allocations. These items include remaining structured cabling needs, conduit/pathway coordination, rack infrastructure, electrical coordination, access control infrastructure, networking equipment, audio/paging coordination, mounting hardware, UPS/power infrastructure, and related low-voltage project completion items necessary to deliver a clean, functional, turn-key installation.

Due to ongoing field coordination between contractors and the importance of completing these systems correctly prior to drywall and project closeout, staff is requesting contingency funding authorization to allow remaining IT and low-voltage infrastructure needs to be completed without delaying the overall Station II project timeline.

This request is not a budget amendment, but rather authorization/use of previously discussed contingency-related project funding associated with the Fire Station II buildout.

FISCAL IMPACT:

Approximately \$26,000 associated with Fire Station II IT and low-voltage contingency/project completion items.

REQUEST/RECOMMENDATION:

IT respectfully requests approval/authorization related to the Fire Station II IT and low-voltage contingency allocation in the approximate amount of \$26,000 so project coordination, procurement, contractor scheduling, and remaining infrastructure deployment activities may continue without delay.



FIRE DEPARTMENT AGENDA ITEM REPORT

TO: Mayor and City Council
FROM: Lee Turner, Chief
DATE: June 4, 2026
SUBJECT: Proposed Change Orders #9-#12 to Fire Station #2

BACKGROUND:

- Change Order #9 increases the contract by \$1,356.17 to change the contract to add an Electric Strike at Door 122.
- Change Order #10 increases the contract by \$972.37 to change the contract to add a CFS Header for LVL at Mezzanine.
- Change Order #11 was not approved by the Architect as requested by the Contractor.
- Change Order #12 increases the contract by \$652.83 to change the contract to add a Shear Brace to CMU.

FISCAL IMPACT:

The net price change for the project will now be \$2,981.37 for these three change orders. The new contract sum will be \$5,176,064.93.

REQUEST/RECOMMENDATION:

We are requesting Change Orders #9, #10 and #12 to be approved as presented and recommended by the City's Architect.

ATTACHMENTS:

Change Order #9
Change Order #10
Change Order #11
Change Order #12

AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Jefferson City Fire Station No. 2 1075 Odyssey Road Jefferson City, TN 37760	CONTRACT INFORMATION: Contract For: Jefferson City Fire Station No. 2 Date: 05-12-2025	CHANGE ORDER INFORMATION: Change Order Number: 009 Date: 05-27-2026
OWNER: <i>(Name and address)</i> City of Jefferson City, TN 112 City Center Drive Jefferson City, TN 37760	ARCHITECT: <i>(Name and address)</i> Allen & Hoshall 5746 Marlin Road Suite 102 Chattanooga, TN 37411	CONTRACTOR: <i>(Name and address)</i> McSpadden Inc P. O. Box 948 Dandridge, TN 37725

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.)



ASI # 7--Add Electric Strike at Door 122--ADD \$1,356.17

The original Contract Sum was	\$ 5,202,800.00
The net change by previously authorized Change Orders	\$ (30,813.53)
The Contract Sum prior to this Change Order was	\$ 5,171,986.47
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,356.17
The new Contract Sum including this Change Order will be	\$ 5,173,342.64

The Contract Time will be increased by One (1) days.
The new date of Substantial Completion will be 07-27-2026

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.

 ARCHITECT <i>(Signature)</i>	 CONTRACTOR <i>(Signature)</i>	 OWNER <i>(Signature)</i>
BY: Robert Thew, Project Architect <i>(Printed name, title, and license number if required)</i>	BY: Charles S McSpadden, VP <i>(Printed name and title)</i>	BY: Mayor Mitch Cain <i>(Printed name and title)</i>
6-3-2026 Date	 Date	 Date

AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Jefferson City Fire Station No. 2 1075 Odyssey Road Jefferson City, TN 37760	CONTRACT INFORMATION: Contract For: Jefferson City Fire Station No. 2 Date: 05-12-2025	CHANGE ORDER INFORMATION: Change Order Number: 010 Date: 05-27-2026
OWNER: <i>(Name and address)</i> City of Jefferson City, TN 112 City Center Drive Jefferson City, TN 37760	ARCHITECT: <i>(Name and address)</i> Allen & Hoshall 5746 Marlin Road Suite 102 Chattanooga, TN 37411	CONTRACTOR: <i>(Name and address)</i> McSpadden Inc P. O. Box 948 Dandridge, TN 37725

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.)

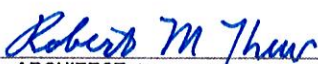

ASI # 6--CFS Header for LVL at Mezzanine--ADD \$972.37

The original Contract Sum was	\$ 5,202,800.00
The net change by previously authorized Change Orders	\$ (29,457.36)
The Contract Sum prior to this Change Order was	\$ 5,173,342.64
The Contract Sum will be increased by this Change Order in the amount of	\$ 972.37
The new Contract Sum including this Change Order will be	\$ 5,174,315.01

The Contract Time will be increased by Two (2) days.
The new date of Substantial Completion will be 07-29-2026

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.

 _____ ARCHITECT <i>(Signature)</i>	 _____ CONTRACTOR <i>(Signature)</i>	_____ OWNER <i>(Signature)</i>
BY: Robert Thew, Project Architect _____ <i>(Printed name, title, and license number if required)</i>	BY: Charles S McSpadden, VP _____ <i>(Printed name and title)</i>	BY: Mayor Mitch Cain _____ <i>(Printed name and title)</i>
6-3-2026 _____ Date	_____ Date	_____ Date

AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Jefferson City Fire Station No. 2 1075 Odyssey Road Jefferson City, TN 37760	CONTRACT INFORMATION: Contract For: Jefferson City Fire Station No. 2 Date: 05-12-2025	CHANGE ORDER INFORMATION: Change Order Number: 011 Date: 05-27-2026
OWNER: <i>(Name and address)</i> City of Jefferson City, TN 112 City Center Drive Jefferson City, TN 37760	ARCHITECT: <i>(Name and address)</i> Allen & Hoshall 5746 Marlin Road Suite 102 Chattanooga, TN 37411	CONTRACTOR: <i>(Name and address)</i> McSpadden Inc P. O. Box 948 Dandridge, TN 37725

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.)




ASI # 6--Add Clips for Metal Trusses--ADD \$1,097.09

The original Contract Sum was	\$ 5,202,800.00
The net change by previously authorized Change Orders	\$ (28,484.99)
The Contract Sum prior to this Change Order was	\$ 5,174,315.01
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,097.09
The new Contract Sum including this Change Order will be	\$ 5,175,412.10

The Contract Time will be increased by Two (2) days.
The new date of Substantial Completion will be 07-31-2026

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.

		
_____ ARCHITECT <i>(Signature)</i>	_____ CONTRACTOR <i>(Signature)</i>	_____ OWNER <i>(Signature)</i>
BY: Robert Thew, Project Architect <i>(Printed name, title, and license number if required)</i>	BY: Charles S McSpadden, VP <i>(Printed name and title)</i>	BY: Mayor Mitch Cain <i>(Printed name and title)</i>
_____ Date	_____ Date	_____ Date

AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Jefferson City Fire Station No. 2 1075 Odyssey Road Jefferson City, TN 37760	CONTRACT INFORMATION: Contract For: Jefferson City Fire Station No. 2 Date: 05-12-2025	CHANGE ORDER INFORMATION: Change Order Number: 012 Date: 05-27-2026
OWNER: <i>(Name and address)</i> City of Jefferson City, TN 112 City Center Drive Jefferson City, TN 37760	ARCHITECT: <i>(Name and address)</i> Allen & Hoshall 5746 Marlin Road Suite 102 Chattanooga, TN 37411	CONTRACTOR: <i>(Name and address)</i> McSpadden Inc P. O. Box 948 Dandridge, TN 37725

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.)

ASI # 6--Shear Brace Anchor to CMU--ADD \$652.83

The original Contract Sum was	\$ 5,202,800.00
The net change by previously authorized Change Orders	\$ (27,387.90)
The Contract Sum prior to this Change Order was	\$ 5,175,412.10
The Contract Sum will be increased by this Change Order in the amount of	\$ 652.83
The new Contract Sum including this Change Order will be	\$ 5,176,064.93

The Contract Time will be increased by One (1) days.
The new date of Substantial Completion will be 08-01-2026

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.

 ARCHITECT <i>(Signature)</i>	 CONTRACTOR <i>(Signature)</i>	 OWNER <i>(Signature)</i>
BY: Robert Thew, Project Architect <i>(Printed name, title, and license number if required)</i>	BY: Charles S McSpadden, VP <i>(Printed name and title)</i>	BY: Mayor Mitch Cain <i>(Printed name and title)</i>
6-3-2026 Date	 Date	 Date



Jefferson City Police Department AGENDA ITEM REPORT

TO: Mr. James A. Gallup, City Manager
FROM: Andy Dossett, Chief of Police
DATE: June 11, 2026
SUBJECT: FY 26-27 Police Vehicle Purchase

BACKGROUND:

- Description: The purchase of 3 patrol and 1 CID SUV's FY 26-27
- Impact: Fleet improvement/replacement

FISCAL IMPACT:

- Budget: \$174,406.00
- Cost: \$174,406.00

REQUEST/RECOMMENDATION:

I recommend the bid process be waived and the 4 SUV's be purchased from Blue Sky Automotive Inc.- Carville Dodge on TN state-wide contract SWC 209/Contract# 88761 (attached). This is a Council approved budgetary appropriation.

ATTACHMENTS:

Carville Dodge quote (3) Patrol SUV's
Carville Dodge quote (1) CID/Admin SUV
Blue Sky- Carville Dodge SWC209 Contract



US 2026 Dodge Durango Pursuit (WDEE75)

AWD Sport Utility 119.8" WB

Prepared On: 6/11/2026

Prepared For:

CITY OF JEFFERSON CITY, CHIEF ANDY DOSSETT

US 2026 Dodge Durango Pursuit (WDEE75) AWD Sport Utility 119.8" WB

Selected Options

Vehicle Pricing

	MSRP
Base Price	\$ 44,879.00
Options and Colors	\$ 4,560.00
Destination Charge	\$ 1,995.00

Select	Option Code	Description	MSRP
Packages			
<input checked="" type="checkbox"/>	22Z	quick order package 22Z <ul style="list-style-type: none"> Includes maximum speed of 145mph. 	\$0.00
Emissions			
<input checked="" type="checkbox"/>	NAS	50 state emissions	\$0.00
Powertrain			
<input checked="" type="checkbox"/>	EZH	5.7L V8 HEMI MDS VVT engine <u>Contains:</u> <ul style="list-style-type: none"> [JCJ] 160 mph primary certified speedometer [DR1] 230MM rear axle [DKA] 2 speed on demand transfer case [DPM] 3.09 rear axle ratio [BCF] 800 amp maintenance free battery [NEX] dual rear exhaust with bright tips [NHA] engine oil cooler [Z6J] 7,100 lbs GVWR 	\$3,240.00
<input checked="" type="checkbox"/>	DFD	8-speed automatic transmission	\$0.00
<input checked="" type="checkbox"/>	DPM	<input checked="" type="checkbox"/> 3.09 rear axle ratio	Included
<input checked="" type="checkbox"/>	Z6J	<input checked="" type="checkbox"/> 7,100 lbs GVWR	Included
Wheels & Tires			
<input checked="" type="checkbox"/>	TXQ	255/60R18 BSW on/off road tires	Standard
<input checked="" type="checkbox"/>	WBN	18" x 8" black steel wheels	Standard



Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Updated by: J.D. Power and affiliates on January 2023.

US 2026 Dodge Durango Pursuit (WDEE75) AWD Sport Utility 119.8" WB

Select	Option Code	Description	MSRP
Seats & Seat Trim			
<input checked="" type="checkbox"/>	A7	cloth bucket seats with rear vinyl <u>Contains:</u> <ul style="list-style-type: none"> [C1J] #7 seat foam cushion [CDS] vinyl 2nd row seat 	\$160.00
Other Options			
<input checked="" type="checkbox"/>	UBN	Uconnect 5 nav with 10.1" display radio	Standard
<input checked="" type="checkbox"/>	LNF	black left LED spot lamp	\$695.00
<input checked="" type="checkbox"/>	CW6	deactivate rear doors/windows	\$95.00
<input checked="" type="checkbox"/>	ADL	skid plate group <u>Contains:</u> <ul style="list-style-type: none"> [XEU] front suspension skid plate [XEE] fuel tank skid plate shield [XEF] transfer case skid plate shield [XF3] underbody skid plate 	\$370.00
Fleet Options			
<input checked="" type="checkbox"/>	WARANT	FCA 5 year/100,000 mile powertrain limited warranty <i>THIS LIMITED WARRANTY IS PROVIDED TO OWNERS of a Chrysler, Dodge, Jeep and RAM vehicle (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/Lease orders only.</i> <ul style="list-style-type: none"> All properly reported FCA Group LLC commercial fleet vehicles (NVDR type sale 3 and type sale 5) receive the 3 year 36,000 mile Basic Limited Warranty and the 5 year 100,000 mile Fleet Powertrain coverage. The 5 year/100,000 mile Fleet Powertrain coverage will go with the vehicle, so there will be no need to do warranty transfers and there will be no charge to second/subsequent owners to continue the warranty beyond the original owner. 	\$0.00
Paint Application			
<input checked="" type="checkbox"/>	APA	monotone paint application	Standard

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US 2026 Dodge Durango Pursuit (WDEE75) AWD Sport Utility 119.8" WB

Select	Option Code	Description	MSRP
Interior Colors			
<input checked="" type="checkbox"/>	X9	 Black	\$0.00
Primary Colors			
<input checked="" type="checkbox"/>	PXJ	 DB Black Clearcoat	\$0.00

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US 2026 Dodge Durango Pursuit (WDEE75) AWD Sport Utility 119.8" WB

Quote

Vehicle Pricing

		MSRP
Base Price	\$	44,879.00
Options and Colors	\$	4,560.00
Destination Charge	\$	1,995.00
x 3 vehicles	\$	154,302.00

Adjustments Before Tax

STATE CONTRACT DISCOUNT		\$	-8,119.00
	x 3 vehicles	\$	-24,357.00
Subtotal		\$	-24,357.00
Aggregated Total		\$	129,945.00
Grand Total		\$	129,945.00

Note to Customer:

Inbound 2026 models - \$43,315 per unit - Patrol Spec

Quote Accepted By:

 Signature

 Date



US 2027 Dodge Durango Pursuit (WDEE75)

AWD Sport Utility 119.8" WB

Prepared On: 6/11/2026

Prepared For:

CITY OF JEFFERSON CITY, CHIEF ANDY DOSSETT

US 2027 Dodge Durango Pursuit (WDEE75) AWD Sport Utility 119.8" WB

Selected Options

Vehicle Pricing

	MSRP
Base Price	\$ 46,085.00
Options and Colors	\$ 4,850.00
Destination Charge	\$ 1,995.00

Select	Option Code	Description	MSRP
Packages			
<input checked="" type="checkbox"/>	22Z	Quick Order Package 22Z	\$0.00
Emissions			
<input checked="" type="checkbox"/>	NAS	50 State Emissions	\$0.00
Powertrain			
<input checked="" type="checkbox"/>	EZH	5.7L V8 HEMI MDS VVT Engine <u>Contains:</u> <ul style="list-style-type: none"> • [JJ6] 145 mph Maximum Speed Calibration • [JCJ] 160 mph Primary Certified Speedometer • [DR1] 230mm Rear Axle • [DKA] 2 Speed On Demand Transfer Case • [DPM] 3.09 Rear Axle Ratio • [BCF] 800 Amp Maintenance Free Battery • [NEX] Dual Rear Exhaust w/Bright Tips • [NHA] Engine Oil Cooler • [Z6J] 7,100 lbs GVWR 	\$3,520.00
<input checked="" type="checkbox"/>	DFD	8-Speed Automatic Transmission (8HP70)	\$0.00
<input checked="" type="checkbox"/>	DPM	P 3.09 Rear Axle Ratio	Included
<input checked="" type="checkbox"/>	Z6J	P 7,100 lbs GVWR	Included
Wheels & Tires			
<input checked="" type="checkbox"/>	TXQ	255/60R18 BSW On/Off Road Tires	Standard



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US 2027 Dodge Durango Pursuit (WDEE75) AWD Sport Utility 119.8" WB

Select	Option Code	Description	MSRP
Wheels & Tires			
<input checked="" type="checkbox"/>	WP1	18" x 8" Painted Aluminum Wheels <ul style="list-style-type: none"> Includes steel spare wheel with matching tire. 	\$430.00
Seats & Seat Trim			
<input checked="" type="checkbox"/>	C5	Cloth Bucket Seats w/Shift Insert	Standard
Other Options			
<input checked="" type="checkbox"/>	UBN	Uconnect 5 Navigation w/10.1" Display	Standard
<input checked="" type="checkbox"/>	CKD	Floor Carpet <u>Contains:</u> <ul style="list-style-type: none"> [CLX] Luxury Front & Rear Floor Mats 	\$160.00
<input checked="" type="checkbox"/>	CUF	Full Length Floor Console <u>Contains:</u> <ul style="list-style-type: none"> [JKV] 115V Auxiliary Power Outlet [CWP] Illuminated Cupholders 	\$370.00
<input checked="" type="checkbox"/>	ADL	Skid Plate Group <u>Contains:</u> <ul style="list-style-type: none"> [XEU] Front Suspension Skid Plate [XEE] Fuel Tank Skid Plate Shield [XEF] Transfer Case Skid Plate Shield [XF3] Underbody Skid Plate 	\$370.00
Fleet Options			
<input checked="" type="checkbox"/>	WARANT	FCA 5 yr/100,000 Mile Powertrain Limited Warranty <p><i>THIS LIMITED WARRANTY IS PROVIDED TO OWNERS of a Chrysler, Dodge, Jeep and RAM vehicle (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/Lease orders only.</i></p> <ul style="list-style-type: none"> All properly reported FCA Group LLC commercial fleet vehicles (NVDR type sale 3 and type sale 5) receive the 3 year 36,000 mile Basic Limited Warranty and the 5 year 100,000 mile Fleet Powertrain coverage. The 5 year/100,000 mile Fleet Powertrain coverage will go with the vehicle, so there will be no need to do warranty transfers and there will be no charge to 	\$0.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Updated by: J.D. Power and affiliates on January 2023.

US 2027 Dodge Durango Pursuit (WDEE75) AWD Sport Utility 119.8" WB

Select	Option Code	Description	MSRP
Fleet Options			
		second/subsequent owners to continue the warranty beyond the original owner.	
Paint Application			
<input checked="" type="checkbox"/>	APA	Monotone Paint Application	Standard
Interior Colors			
<input checked="" type="checkbox"/>	X9	 Black	\$0.00
Primary Colors			
<input checked="" type="checkbox"/>	PX8	 Pitch Black	\$0.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Updated by: J.D. Power and affiliates on January 2023.

US 2027 Dodge Durango Pursuit (WDEE75) AWD Sport Utility 119.8" WB

Quote

Vehicle Pricing

		MSRP
Base Price	\$	46,085.00
Options and Colors	\$	4,850.00
Destination Charge	\$	1,995.00
x 1 vehicles	\$	52,930.00

Adjustments Before Tax

STATE CONTRACT DISCOUNT	1 time charge	\$	-8,469.00
Subtotal		\$	-8,469.00
Aggregated Total		\$	44,461.00
Grand Total		\$	44,461.00

Note to Customer:

2027 MODEL YEAR ORDER - \$44,461 PER UNIT

Quote Accepted By:

 Signature

 Date



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

Statewide Multi-Year Contract Issued to:

BLUE SKY AUTOMOTIVE INC
300 BACHMAN DR
GREENEVILL, TN 37745

Contract Number: 000000000000000000088761

Title: SWC209

Start Date : October 24, 2025

End Date: June 30, 2028

Renewals: 0

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.



PUBLIC WORKS DEPARTMENT AGENDA ITEM REPORT

TO: Mayor and City Council

FROM: Porter Massengill, Director

DATE: June 12, 2026

SUBJECT: Clean Sedimentation Basins at Water Plant

BACKGROUND:

- The City originally received a quote from Superior Environmental Solutions, LLC for the cleaning of the two (2) sedimentation basins at the City’s water plant. The quote was for \$19,140.90 each, for a total price of \$38,281.80. The City Council approved this quote at their April 6, 2026, meeting. After their representative came to look at the water plant, they determined that the work was more extensive than expected. They rebid the job for \$96,377.00.
- The City reached out and received a quote from MB and R Contractors, Inc. for cleaning the basins at the water plant. This quote totals \$69,540.000. This is more than originally approved.
- This is a project that is necessary to water plant operations and is necessary for compliance with our discharge permit from TDEC.

FISCAL IMPACT:

The original approved cost was \$38,281.80. The new quote is for \$69,540.00.

REQUEST/RECOMMENDATION:

I request to waive the formal bid process and use a local company that we have a positive work history with and has a background knowledge of our system. Please grant approval of MB & R Contractor’s bid of \$69,540.00.

ATTACHMENTS:

- Quote from MB & R Contractors
- Quote from Superior Environmental Solutions

Sent by Lacy Church on Jun 1, 2026

Sent



MB&R Contractors, Inc.

PO Box 540 • Morristown, TN 37815 • Phone: 423-709-8989

Jefferson City Public Works- Chris Smith
Phone: 865-475-6617

PO Box 530
Jefferson City, TN 37760

Print Date: 6-12-2026

Proposal for Jeff City Water Settlement Tanks

BID PROPOSAL

MB&R Contractors feel it is very important to listen carefully to a customer's project agenda. At our initial meeting, we discussed many of your goals and plans for your project. The purpose of this proposal is to translate that agenda into a working document that will accurately transition into working specifications.

Scope of work to be completed

All Labor, Equipment, and Material to

Items	Description	Price
Cleaning the Settlement Tanks 4802 Labor, Equipment, Fuel	<ul style="list-style-type: none"> -Mobilization and demobilization of personnel and equipment. -Cleaning and removal of accumulated material from the 5 settlement tanks. -Loading, hauling, and disposal of removed material utilizing truck transportation as required. -Provision of a four-person crew for an anticipated duration of ten (10) working days. -Operation of a skid steer for material excavation, handling, and loading activities. -Daily use of a dump truck for transportation and disposal of removed material. -Rental and operation of a Dingo compact utility loader for access and cleaning. -Provision and operation of a boom truck as required for material handling and equipment access. -Installation smart fence. -Daily trucking and hauling services necessary to support tank cleaning operations. -Site cleanup upon completion of work. 	\$69,540.00

Total Price: \$69,540.00

This proposal's pricing is valid for a period of 30 days from the date of issuance.

MB&R's price does *not* include any drawings or required permits. These items can be completed upon request. MB&R's price to pull jurisdictional permits is based on the determined sq. ft price plus + 10% \$65 an hour with a 4-hour minium for management to obtain permits. If a jurisdiction requires MB&R to hold a performance bond, it will be bond costs + (up to) 20%.

The proposed price does not include costs associated with any unforeseen conditions, circumstances, or additional work not specifically outlined in this proposal. Any such instances will be addressed through a formal change order.

**** Upon completion of the project, invoice terms are NET 15. A 15% late fee will be applied after 30 days past due. Then 25% after 60 days. After 90 days, legal actions may be taken****

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____



5/21/2026

Christopher Smith
City of Jefferson City, TN Water Treatment Plant -
445 East Broadway Boulevard
Jefferson City, Tennessee 37760

RE: Sediment Basin with T&D | Q-33208

Dear Christopher:

Thank you for considering Superior Environmental Solutions (SES) as a preferred provider for your industrial and environmental needs. With over 900 clients and 650+ professionals, you can trust SES to provide the necessary workforce, equipment, and resources to complete this project safely and cost-efficiently.

We estimate our team can complete the project successfully by working 4 shift(s) / 10 hours per shift. For your consideration, the following table presents the estimated cost to complete this project.

Sediment Basin with T&D	
Travel - Cincinnati Support (3) & Equipment - One-way	\$3,218.50
Sediment Basin with T&D 4/10Hr Onsite Shifts	\$68,437.99
Transport to Disposal Facility - After Approved in Disposal Facility - Minimum 2 Hours per Box (10 Units) - Location TBD additional Time maybe required	\$7,021.50
Roll-off Box Rental - 30 Days (actual rental time will be invoiced)	\$7,500.00
Disposal of Non-Reg. Solids for Landfill - per Ton <i>Estimated 50 Ton(s) @ \$180.00 per Ton</i>	\$9,000.00
Disposal of Analytical of Materials for Disposal & State of TN Permitting <i>Estimated 1 Each(s) @ \$1,200.00 per Each</i>	\$1,200.00
Total Estimate	\$96,377.99

Please note the following terms:

- Disposal scheduling will occur upon approval of the waste profile and acceptance by the disposal facility. Waste profiling may require analytical testing; an estimated cost has been included in this proposal, however any additional associated costs will be billed. State regulations may also require permitting for transportation and disposal facility acceptance, and any associated costs will be billed additionally. Rental charges will continue to be invoiced until the equipment has been decontaminated and returned to the vendor. Any loss or damage to equipment will be invoiced to the customer at cost, plus applicable rental charges, replacement charges and fees.
- This cost estimate is valid for 30 days from the above date.
- Payment terms are Net 30 days from the invoice date unless otherwise specified and agreed upon in a contract or purchase order.
- All charges will be for the actual time to complete services at established unit rates. This includes charges for delays and requested additional or out-of-scope work.
- SES requires a signed agreement and purchase order before project mobilization.
- Waste disposal will be invoiced based on the actual volume at the quoted rate.
- When applicable, pricing includes a waste handling fee per load for waste transported offsite with SES equipment.
- When applicable, pricing includes a truck washout fee per piece of equipment requiring offsite decontamination. This fee will not be assessed on equipment where a Waste Handling Fee has already been assumed.
- As needed, projects requiring temporary storage of waste with SES equipment will be invoiced a Waste Holding Fee of \$500 per day.



SUPERIOR ENVIRONMENTAL SOLUTIONS, LLC

Thank you for considering SES. Please contact me if you have any questions.

Sincerely,

SUPERIOR ENVIRONMENTAL SOLUTIONS, LLC

SES Admin
System Administrator
(513) 874-8355



PUBLIC WORKS DEPARTMENT AGENDA ITEM REPORT

TO: Mayor and City Council
FROM: Porter Massengill, Director
DATE: June 12, 2026
SUBJECT: Purchase of Brush Hawg Boom Truck for Sanitation Dept.

BACKGROUND:

- The City has received a quote from Joe Johnson Equipment of \$224,000 for a new Brush Hawg C-Model, mounted on a new Freightliner M2 106 chassis (see attached quote).
- City Council has approved this purchase with a budgetary appropriation of \$250,000 with \$150,000 coming from the General Fund and \$100,000 coming from the Sanitation Fund.
- This quote is through the North Carolina Sheriff's Association, a purchasing cooperative the City has used before, and is \$26,000 under the budgeted amount.

FISCAL IMPACT:

The cost is \$224,000.00 (see attached quote).

REQUEST/RECOMMENDATION:

I am requesting that the bid process be waived and for approval to purchase this equipment.

ATTACHMENTS:

Quote from Joe Johnson Equipment



Subsidiary of Federal Signal Corporation

704-289-6488



jjei.com



info@jjei.com



4519 Old Charlotte Hwy. Monroe NC 28110



June 12, 2026

City of Jefferson City
1032 N. Hwy 92
Jefferson City, TN 37760

Attention: Porter Massengill

RE: Brush Hawg C Model – U007544

Dear Porter,

We would like to take this opportunity to thank you for your continued interest in Joe Johnson Equipment (JJE) and Nu-Life Environmental's industry-leading line of innovative brush and limb collection products.

JJE is pleased to present the following quotation to provide one (1) new Brush Hawg C Model, mounted on a new Freightliner M2106 chassis, per NCSA Contract 26-10-0422R, Item #1374.

We appreciate the opportunity to assist with this equipment requirement and ask that you not hesitate to contact us should you require additional information.

Respectfully Submitted,

Danny Wilson

Danny Wilson
Regional Sales Manager
Joe Johnson Equipment
Cell: 828-610-3100
dwilson@jjeusa.com



Subsidiary of Federal Signal Corporation

Section 5, Item i.

704-289-6488



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info@jjei.com



4519 Old Charlotte Hwy. Monroe NC 28110



Quotation

To provide one (1) new Brush Hawg C-Model, mounted on a new Freightliner M2 106 chassis, standard equipped as described below:

General Specifications:

- C Model- 18' L, x 42-74" H Dump Body
- 20' Tapered Body
- Swing Tailgate-74" Height
- Four Way Adjustable Stabilizers with Strobing Lights
- G-2224C-01 Standard Boom and Grapple
- Standard Tailgate
- Tandem Pump, Hot Shift PTO, Dual Inlet Valve
- Standard Operator Platform for Single Rear Axle Chassis
- Standard Stabilizers
- 15 Ton Single Cylinder Hoist
- LED Stop/Tail/Turn/Reverse Lighting
- Single Camera (Rear View) 5" Color LCD & Cable
- Arm Boom Paint, Yellow
- Body Paint, Standard
- Body Protective Under Coating
- Base Warranty, 12 Months Parts & Labor, 3 Year Structural

Additional Options

- Joystick Controls
- Tarp Tray for Aftermarket Installed Tarp System
- Clear LED Front Bumper Dual LED Strobe Lights
- 72" Shovel and Rake Basket, Frame Mounted

Purchase Price \$224,000.00

Terms & Conditions

****Strictly Subject to Availability and Prior Sale****

****Subject to revision based on events beyond our control due to wildly fluctuating material prices. Subject to manufacturers surcharges beyond our control****

Pricing in USD, taxes and fees to be paid at time of tag & title if applicable

Price Includes PDI, delivery and training

Payment Terms: Due upon receipt

Purchase order required

Delivery: To be confirmed at time of order

Quotation valid for 7 days

STOCK# U007544



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704-289-6488



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info@jjei.com



4519 Old Charlotte Hwy. Monroe NC 28110



Unit Purchase Price

- Pricing does not include title or plating fees.
- Quote is valid for 7 days from the date of 6/12/2026.
- Please note that the prices quoted are subject to applicable tariffs and duties, which may affect the final cost.

Unit Purchase Price:.....\$224,000.00

I/we have read and understand the terms outlined below and on the reverse and agree to them as part of this order as if they were printed above my/our signature(s). The above and the terms below and on the reverse shall comprise the entire agreement affecting this purchase and no other agreement, understanding, representation, condition or warranty either expressed or implied by law or otherwise is part of this transaction. Unless otherwise specified the Purchase price is payable in cash on the date of delivery of the Equipment to the carrier. It is understood and agreed that the Purchase Price is subject to increase at anytime without notice by JJE to the extent that JJE has incurred increased cost between the date hereof and the delivery date caused by increases in manufacturers' list prices, government regulations, freight rates, labour costs and other causes beyond JJE's control. The Purchaser acknowledges having received a true copy hereof. This agreement is not subject to annulment or cancellation by the Purchaser without prior written consent of JJE.

CITY OF JEFFERSON CITY

Joe Johnson Equipment

X

X

Signature

Signature

Name: _____

Name: Danny Wilson

Date: _____

Date: 6/12/2026



Subsidiary of Federal Signal Corporation

704-289-6488



jjei.com



info@jjei.com



4519 Old Charlotte Hwy. Monroe NC 28110



Terms and Conditions

1. **Payment in full is required at time of delivery.** The sale price specified on page one of this Agreement does not include taxes or shipping and other transportation charges. Unless otherwise specified, all shipments are F.O.B. Monroe, NC. The Purchaser shall pay all insurance, taxes, shipping charges, and other costs or expenses relating to the sale and transfer of the Equipment, it being the intent that the sales price shall be net to the JJE of any and all costs or expenses. In the event of cancellation of this agreement, the Purchase shall assume all costs associated with the cancellation. All Purchaser supplied chassis must meet the requirements of the body manufacturer and Joe Johnson Equipment ("JJE"). The costs of any chassis modifications or repairs shall be borne by the Purchaser. All warranty work is F.O.B. JJE, Monroe, NC.
2. **PRICES.** All orders are subject to current prices in effect at the time of order acknowledgement. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. JJE, Monroe, NC. Joe Johnson Equipment reserves the right to increase the order price set forth in this Equipment Quote at any time before delivery to Buyer to reflect any increase in JJE's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of JJE. JJE shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase."
3. **RISK OF LOSS.** After delivery of the Equipment in good order to the Carrier of Purchaser's choice, risk of loss shall be with the Purchaser and JJE's responsibility shall cease. As long as JJE remains unpaid it shall have a lien on the Equipment and shall have a right to repossession and disposal of the Equipment notwithstanding delivery to the Carrier.
4. **SHIPPING.** a) If shipment is delayed beyond the time stipulated pursuant to this Agreement by any cause beyond the control of JJE, the delivery date shall be extended for a period equal to the delay due to such cause. JJE will in no way be held liable for loss or damages, direct or consequential, due to delays in delivery caused by events outside our direct control. B) If shipment is delayed by fault of the Purchaser, payment of the Purchase Price shall not be delayed thereby and the Equipment shall be at the Purchaser's risk of damage or loss from any cause whatsoever and any expense incurred in handling, storage or insuring the Equipment shall be paid by the Purchaser.
5. **WAIVER OF CLAIMS.** Acceptance of the Equipment by the Purchaser from the Carrier will constitute a waiver of all claims against JJE for damage or delay from any cause.
6. **TITLE.** Title to the Equipment and to all repairs, replacements of and accessions to the Equipment shall not pass to the Purchaser after delivery but shall remain in JJE until payment in full of the Purchase Price together with all other amounts due hereunder.
7. **DEFAULT.** If the Purchaser defaults in compliance with any term or condition of this Agreement, or defaults in payment of any installment of the Purchase Price or any applicable taxes or charges relating to the Equipment, or uses the Equipment for an illegal purpose, or if levy is made upon the Equipment, or if any bankruptcy, receivership, winding-up or insolvency proceedings are instituted by or against the Purchaser, or if at any time JJE deems itself insecure in respect of the foregoing then and in any such events the entire balance of the Purchase Price and all notes given therefore together with all expenses, costs and solicitors fees incurred by JJE in the collection of the Purchase Price shall become immediately due and payable on account of the Purchase Price shall remain the property of JJE as payment for the use and depreciation of the Equipment and not as a penalty.
8. **REPOSSESSION AND REMEDIES.** Subject to the applicable laws:
 - a) JJE, in addition to all remedies available at law or hereunder, may take possession of the Equipment without notice or demand and without legal process and for the purpose of taking possession of and removing the Equipment JJE or its assigns or agents may enter into or upon the Purchaser's lands and premises using such forces as is necessary in the circumstances. The Purchaser hereby waives all claims for damages arising out of the re-possession, removal or re-sale of the Equipment as against to Purchaser or Purchaser's assigns.
 - b) If the Equipment comes into possession of JJE through the re-possession, voluntary surrender thereof by the Purchaser or otherwise, JJE may at its option sell the Equipment for its own account or may re-sell the Equipment on behalf of the Purchaser either at a public or private sale in such manner and for such amount and upon such terms as JJE may deem proper with or without notice, and prior to any sale JJE may house or store the Equipment and repair or re-condition the same; and JJE may bid and purchase on any sale. From the proceeds of any sale JJE may deduct all expenses for the re-taking, housing, storing, repairing, re-conditioning and selling of the Equipment including the costs of JJE's solicitors as between solicitor and client.
 - c) JJE shall also have the right to sue the Purchaser for any amount which is due and unpaid and such rights shall not be affected by the re-possession and sale of the Equipment nor shall the right of re-possession and sale be merged in any judgment JJE may recover on any notes given for the Purchase Price for any security therefore. The execution and delivery of promissory notes or the entry of judgment for any amount which is due and unpaid or the taking of additional security therefore shall not constitute payment or a waiver of any term, provision or condition herein contained. JJE shall have the right to enforce one or more remedies successively or concurrently and such action shall not operate to stop or prevent JJE from pursuing any other remedy which it may have.
9. **LIABILITY AND INDEMNIFICATION.** JJE shall not be held liable or responsible for any damages, whether on account of personal injuries or otherwise suffered or sustained in the operation of the Equipment, nor for any damages resulting to Purchaser by reason of any delays or any alleged failure of the Equipment to operate. Purchaser shall defend, indemnify and hold harmless JJE, its subsidiary and affiliated companies, their officers, agents and employees, from and against all loss liability, claim, action or expense including reasonable attorney's fees by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to employees of Purchaser, as a result of the maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of Equipment or Purchaser's failure to comply with this order.
10. **INTERPRETATION / CHOICE OF LAW.** The Purchaser and JJE agree that this Agreement shall be interpreted, construed and be governed by and in accordance with the laws of the State of North Carolina. The Purchaser and JJE further agree that should any term or condition, or any part thereof, contained in this Agreement be unenforceable or prohibited by present or future provincial or federal laws, then such term or condition, or part thereof, shall be ineffective to the extent of such unenforceability or prohibition. Failure at any time by JJE to exercise any of its rights under this Agreement shall not constitute a waiver-theoerof nor-prejudice JJE's right to enforce it thereafter.
11. **ENTIRE AGREEMENT.** It is acknowledged and agreed that this Agreement constitutes the entire agreement between JJE and Purchaser and there are no representations, warranties, conditions or guarantees, expressed or implied, statutory or otherwise, other than contained herein.
12. **DISCLAIMER.** Except as may be expressly set out in the Description of Equipment term of this Agreement there are no expressed or implied warranties on the part of JJE as to the quality, merchantability, capability or fitness for a particular purpose of the equipment which is the subject of this agreement.
13. **INTEREST.** Interest or any overdue payment shall be at the rate of eighteen (%) percent per annum, without prejudice to any other conditions of this Agreement.
14. **INSURANCE.** The Purchaser hereby undertakes to keep the Equipment fully insured against loss by reason of accident, fire, theft and all other risks to an amount not less than the amount owed to JJE, such insurance being payable to JJE, until the Purchase Price of the Equipment together with all interest and costs which may have been incurred, have been paid. The Purchaser undertakes to supply evidence of such insurance satisfactory to JJE upon demand. If the Purchaser does not place such insurance on the Equipment, JJE shall have the right to affect such insurance at the expense of the Purchaser, who hereby undertakes to pay the premium for the same.
15. **TRADE-INS.** The Purchaser hereby warrants and represents that all equipment and machinery granted, sold or assigned to JJE in connection with this Agreement in satisfaction of the Purchase Price or otherwise shall be free and clear of all liens, levies, charges and encumbrances. The Purchaser further agrees to indemnify and hold harmless JJE from and against liens, levies, charges and encumbrances that the Purchaser may be required to pay or discharge in respect of such machinery or equipment.
16. **FURTHER ASSURANCES.** This Agreement may be assigned by JJE without notice to Purchaser. Purchaser may not assign this Agreement without JJE's consent, which may be withheld at JJE's sole discretion. The Purchaser hereby authorizes JJE to file such financing statements and do such acts, matters and effects as JJE may deem appropriate to protect its interests in the Equipment until payment in full of the Purchase Price together with all amounts due hereunder.