



Board of Mayor and Alderman Meeting Agenda

Monday, September 08, 2025 at 7:00 PM

Monterey Municipal Building – 302 E. Commercial Avenue Monterey, TN 38574

Police Department: (931) 839-2323 | City Hall: (931) 839-3770 | Fax: (931) 839-3933

Meeting called by: Mayor Alex Garcia

Type of Meeting: Regular Monthly

Aldermen: Kevin Peters, Spencer Delk, Jim Whitaker, Larry Bennett, Cecelia Paulson, Jim Wolfgram, Jamie Phillips, Bill Wiggins

The Town of Monterey does not discriminate on grounds of race, color, age, sex, disability or national origin.

ROLL CALL

CALL TO ORDER

INVOCATION

Pledge to the Flag – Alderwoman Cecelia Paulsen

PUBLIC COMMENT

COMMITTEE REPORTS

1. Finance Committee meeting

APPROVAL OF MINUTES

2. Minutes from August 4, 2025

CONSIDERATION OF BILLS

3. Monthly Bills

ORDINANCES

RESOLUTIONS

4. Resolution to appoint JECDB as Coordinating Committee for growth plan amendments

NEW BUSINESS

5. Consider Pyrotecnico Contract for 2026 Fireworks Show
6. Brian Williams to address the board
7. Review bids for the clinic ramp
8. Discussion on dog park
9. Discuss downtown improvement grant
10. Discuss city land sale

MAYOR UPDATES
OTHER BUSINESS
ADJOURNMENT



Finance Committee Meeting Minutes

Tuesday, August 12, 2025 at 6:00 PM

Monterey Municipal Building – 302 E. Commercial Avenue Monterey, TN 38574

Police Department: (931) 839-2323 | City Hall: (931) 839-3770 | Fax: (931) 839-3933

Meeting called by: Jamie Phillips, Chairman

Type of Meeting: Finance Committee

Members: Jamie Phillips, Cecilia Paulsen, Spencer Delk

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PUBLIC COMMENT

NEW BUSINESS

1. Discuss street repair costs
2. Discuss stormwater grant and rail trail costs

Jamie Phillips stated that we have \$22,000 that will have to come from the general fund for the stormwater grant and we have not budgeted that and is non reimbursable. Jerry Warren stated that in the ARP grant \$1,240,000 and to date we have been billed and paid \$94,800. The design fees are reimbursable.

Jamie Phillips stated that we need to have approximately \$26,000 budgeted for this project. We will need to find \$230,000 for next years budget.

3. Discuss general spending practices

Jamie Phillips asked if we have any kind of purchasing policy? He stated that we really need to start watching what we are spending. Ella Dishman went over the policy and how we purchase things.

ADJOURNMENT



Board of Mayor and Alderman Meeting Minutes

Monday, August 04, 2025 at 7:00 PM

Monterey Municipal Building – 302 E. Commercial Avenue Monterey, TN 38574

Police Department: (931) 839-2323 | City Hall: (931) 839-3770 | Fax: (931) 839-3933

Meeting called by: Mayor Alex Garcia

Type of Meeting: Regular Monthly

Aldermen: Kevin Peters, Spencer Delk, Jim Whitaker, Larry Bennett, Cecelia Paulson, Jim Wolfgram, Jamie Phillips, Bill Wiggins

The Town of Monterey does not discriminate on grounds of race, color, age, sex, disability or national origin.

ROLL CALL

PRESENT

Mayor Alex Garcia

Vice Mayor Kevin Peters

Alderman Spencer Delk

Alderman Jim Whitaker

Alderman Larry Bennett

Alderman Cecelia Paulson

Alderman Jim Wolfgram

Alderman Jamie Phillips

Alderman Bill Wiggins

CALL TO ORDER

INVOCATION

1. Pastor Mike Womack
2. Pledge to the Flag - Alderman Bill Wiggins

PUBLIC COMMENT

There was none.

COMMITTEE REPORTS

3. Street Committee Meeting
Larry Bennett went over the street committee recommendations and made a motion and was seconded by Jim Wolfgram that we have Bobby make a list of the roads that

need to be patched and bring that list back to the board for them to make a priority list out of that and for the city street department to do the patching. After some discussion, Jamie Phillips made an amendment to the motion and was seconded by Jim Wolfgram to only spend \$50,000 and then come back to the board.

Motion made by Alderman Bennett, Seconded by Alderman Wolfgram.

Voting Yea: Vice Mayor Peters, Alderman Delk, Alderman Whitaker, Alderman Bennett, Alderwoman Paulson, Alderman Wolfgram, Alderman Phillips, Alderman Wiggins

4. Building and Grounds Committee Meeting

Cecilia Paulsen gave an update on the building and grounds committee meeting. Bill Wiggins suggested that prior to the next meeting, David Funk could give some recommendations on what would look good and what would grow in the area and then get with the garden club and see if they would like to help with this project. There was more discussion concerning the trail and the railroad right of way.

APPROVAL OF MINUTES

5. Minutes from July 7, 2025

Motion made by Alderman Wiggins, Seconded by Alderman Phillips.

Voting Yea: Vice Mayor Peters, Alderman Delk, Alderman Whitaker, Alderman Bennett, Alderwoman Paulson, Alderman Wolfgram, Alderman Phillips, Alderman Wiggins

CONSIDERATION OF BILLS

6. Monthly Bills

Motion made by Alderman Wiggins, Seconded by Alderwoman Paulson.

Voting Yea: Vice Mayor Peters, Alderman Delk, Alderman Whitaker, Alderman Bennett, Alderwoman Paulson, Alderman Wolfgram, Alderman Phillips, Alderman Wiggins

ORDINANCES

RESOLUTIONS

NEW BUSINESS

7. Discuss irrigation at The Nate

Mayor Garcia stated that we are getting appropriated funds in the amount of \$200,000 for lighting at the Nate. The lighting is approximately \$140,000 and we are going to have money left over. I have asked Putnam County Parks and Recreation to put together an irrigation plan for that field. They have came up with a price approximately \$16,000 and I have asked Darrel to get me a price for the a meter and a backflow and that was roughly about \$5,000. So we are roughly spending a little over \$20,000 to irrigate the field and the labor will be taken care of by Putnam County.

Motion made by Alderman Wiggins, Seconded by Alderwoman Paulson.

Voting Yea: Vice Mayor Peters, Alderman Delk, Alderman Whitaker, Alderman Bennett, Alderwoman Paulson, Alderman Wolfgram, Alderman Phillips, Alderman Wiggins to appropriate these funds for this project. Motion carried.

8. Discuss survey on Johnson Avenue

9. Discuss Jack-O-Lantern Jamboree

Motion made by Alderman Bennett, Seconded by Alderman Delk to close Commercial Avenue on October 25th for the Jack-O-Lantern jamboree. Voting Yea: Vice Mayor Peters, Alderman Delk, Alderman Whitaker, Alderman Bennett, Alderwoman Paulson, Alderman Wolfgram, Alderman Phillips, Alderman Wiggins. Motion carried.

10. Discuss BCBS Grant

Mayor Garcia stated that this is a 100% grant and they would basically build us a playground. I would like to recommend that we apply for the grant and put the playground at Meadow Creek Park.

Motion made by Alderman Wiggins, Seconded by Alderman Bennett.

Voting Yea: Vice Mayor Peters, Alderman Delk, Alderman Whitaker, Alderman Bennett, Alderwoman Paulson, Alderman Wolfgram, Alderman Phillips, Alderman Wiggins. Motion carried.

11. Attorney Evan Wright to address the board concerning the Riverkeepers

12. Consider Bids for Stormwater Drainage project - Jerry Warren

Motion made by Alderman Bennett, Seconded by Alderwoman Paulson to accept the low bid of \$444,450 from Gordon Morrow Construction upon the recommendation from Jerry Warren.

Voting Yea: Vice Mayor Peters, Alderman Delk, Alderman Whitaker, Alderman Bennett, Alderwoman Paulson, Alderman Wolfgram, Alderman Phillips, Alderman Wiggins. Motion carried.

13. Consider Hwy 70 force main bids - Nathaniel Green

Motion made by Alderman Delk, Seconded by Alderwoman Paulson to accept the corrected low bid of \$672,942 from Isinguard Construction Group upon the recommendation from Nathaniel Green.

Voting Yea: Vice Mayor Peters, Alderman Delk, Alderman Whitaker, Alderman Bennett, Alderwoman Paulson, Alderman Wolfgram, Alderman Phillips, Alderman Wiggins. Motion carried.

Nathaniel Green made a recommendation to accept the bid of \$37,775 from Tri-State Roofing contractors to repair the roof at the water treatment plant. Bill Wiggins made a motion and was seconded by Cecilia Paulsen. After a roll call vote, all present voted yes. Motion carried.

DISCUSSION

There was none.

MAYOR UPDATES

There was none.

OTHER BUSINESS

Bill Wiggins stated that the trail was funded by the Diabetes grant. Is that grant still out there? Mayor Garcia stated that yes and we used that for the community garden.

Jamie Phillips asked about the updates on Live Well sidewalk. Mayor Garcia stated that we only have one bid and it is a little bit high. We are supposed to get another bid by Friday.

Bill Wiggins stated that the restoration of the dining car at the Depot is nearing completion.

ADJOURNMENT

Motion made by Alderman Bennett.

City of Monterey
Invoice Listing By GL Account

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GL Account Number	Vendor Name	Vendor Number	Invoice Number	Invoice Date	Invoice Net Amount
110-41500-237	PMG NEWSPAPERS, ALABAMA		70074396	09/03/2025	\$283.16
110-41500-237	PMG NEWSPAPERS, ALABAMA		70084409	09/03/2025	\$19.74
110-41500-239	Putnam Co. Chamber Of Commerce	323	27873	09/03/2025	\$275.00
110-41500-239	Staples Business Credit	401	7006210804	09/03/2025	\$237.33
110-41500-252	WRIGHT & WRIGHT, LLP		236	09/03/2025	\$3,400.00
110-41500-310	Fentress Courier	152	205082	09/03/2025	\$240.00
110-41500-310	Staples Business Credit	401	7006210804	09/03/2025	\$34.17
110-41500-310	Staples Business Credit	401	7006210804	09/03/2025	\$30.09
110-41500-320	Monterey Cee Bee Foods	264	966227	09/03/2025	\$17.96
110-41500-320	Reba's Flower Shop	350	1483	09/04/2025	\$79.95
110-41500-320	Staples Business Credit	401	7006210804	09/03/2025	\$75.52
110-41500-320	Staples Business Credit	401	7006210804	09/03/2025	\$58.99
110-41500-320	Staples Business Credit	401	7006210804	09/03/2025	\$71.16
110-41500-320	Staples Business Credit	401	7006210804	09/03/2025	\$383.32
110-41500-320	Unifirst	484	1810146522	09/03/2025	\$22.02
110-41500-320	Unifirst	484	1810147450	09/03/2025	\$22.02
110-41500-320	Unifirst	484	1810148393	09/03/2025	\$22.02
110-41500-320	Unifirst	484	1810149198	09/03/2025	\$22.02
110-41500-519	Public Entity Partners	341	2620209	09/03/2025	\$9,269.64
110-41500-724	Monterey Activity Center	262	09032025	09/03/2025	\$7,000.00
110-41500-734	Putnam County Animal Shelter	326	09032025	09/03/2025	\$550.00
110-41990-318	BOLSTER		8360	09/03/2025	\$94.99
110-41990-318	Landers Trade	252	5436558	09/03/2025	\$15.99
110-41990-318	UTILITY SOLUTIONS & AUTOMATION, LLC		6743	09/03/2025	\$976.00
110-41990-320	Diversified Graphics	130	17614	09/03/2025	\$72.00
110-41990-320	K.A.M. Biz Llc - Custom Car Car Wraps By Wrap Parti	232	1850	09/03/2025	\$1,850.00
110-41990-320	Landers Trade	252	5434531	09/03/2025	\$55.35
110-41990-320	Landers Trade	252	5434532	09/03/2025	\$175.96
110-41990-324	Landers Trade	252	5436820	09/03/2025	\$72.94
110-41990-324	Landers Trade	252	5436834	09/03/2025	\$14.99
110-41990-325	EAST TN PORTABLES		516894	09/03/2025	\$80.00
110-41990-329	SHERRILL PUMPING, LLC		1108	09/03/2025	\$175.00

City of Monterey
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GL Account Number	Vendor Name	Vendor Number	Invoice Number	Invoice Date	Invoice Net Amount
110-42100-261	Autozone, Inc		03955088160	09/03/2025	\$283.82
110-42100-261	Dave Kirk Automotive	136	63251	09/03/2025	\$15.12
110-42100-261	East Tennessee Dodge Chrysler Jeep	147	352792	09/03/2025	\$183.75
110-42100-261	East Tennessee Dodge Chrysler Jeep	147	414910	09/03/2025	\$1,736.81
110-42100-261	O'REILLY AUTO PARTS		0907106343	09/03/2025	\$147.16
110-42100-261	O'REILLY AUTO PARTS		0907108386	09/03/2025	\$705.57
110-42100-310	LAW ENFORCEMENT LEADERSHIP, LLC		225347	09/03/2025	\$310.00
110-42100-320	AXON ENTERPRISE, INC, DEPT. 2018		369958	09/03/2025	\$14,975.60
110-42100-320	BOHANNON & SONS AUTO SALES/TOWING		08122025	09/03/2025	\$225.00
110-42100-320	Landers Trade	252	5437108	09/03/2025	\$65.38
110-42100-320	SECURITY FENCE		20078	09/03/2025	\$3,960.00
110-42100-320	Unifirst	484	1810148393	09/03/2025	\$50.51
110-42100-327	GUN SHOP		88252	09/03/2025	\$1,990.00
110-42100-519	Public Entity Partners	341	2620209	09/03/2025	\$7,325.45
110-42200-320	Landers Trade	252	5436873	09/03/2025	\$510.09
110-42200-519	Public Entity Partners	341	2620209	09/03/2025	\$2,858.95
110-43100-261	O'REILLY AUTO PARTS		0907105136	09/03/2025	\$174.45
110-43100-261	O'REILLY AUTO PARTS		0907109373	09/03/2025	\$122.75
110-43100-320	Landers Trade	252	5437150	09/04/2025	\$120.51
110-43100-320	Landers Trade	252	5437200	09/04/2025	\$33.97
110-43100-320	Unifirst	484	1810146522	09/03/2025	\$50.51
110-43100-320	Unifirst	484	1810147450	09/03/2025	\$50.51
110-43100-320	Unifirst	484	1810149198	09/03/2025	\$50.51
110-43100-320	White Co Farmers Coop	508	3330431	09/03/2025	\$16.09
110-43100-519	Public Entity Partners	341	2620209	09/03/2025	\$239.23
110-43100-944	Warren & Tuggle	505	62297	09/03/2025	\$16,500.00
110-43100-944	Warren & Tuggle	505	62298	09/03/2025	\$6,500.00
110-43170-320	Airgas Mid America	21	9163632436	09/03/2025	\$107.94
110-43170-320	Save-A-Lot Food Stores	377	261714	09/03/2025	\$56.85
110-43170-320	Save-A-Lot Food Stores	377	264807	09/03/2025	\$138.48
			Totals For Fund	110	\$85,202.34

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GL Account Number	Vendor Name	Vendor Number	Invoice Number	Invoice Date	Invoice Net Amount
123-44100-320	Staples Business Credit	401	7006210804	09/03/2025	\$123.95
			Totals For Fund	123	\$123.95
127-42126-320	DANA SAFETY SUPPLY, INC		971019	09/03/2025	\$1,115.67
127-42126-320	DANA SAFETY SUPPLY, INC		971048	09/03/2025	\$1,682.34
			Totals For Fund	127	\$2,798.01
131-43200-295	Putnam County Solid Waste	309	07312025	09/03/2025	\$4,696.50
131-43200-320	Red Bud Supply, Inc	351	192008	09/03/2025	\$51.38
131-43200-320	Unifirst	484	1810146522	09/03/2025	\$50.60
131-43200-320	Unifirst	484	1810147450	09/03/2025	\$50.60
131-43200-320	Unifirst	484	1810148393	09/03/2025	\$50.60
131-43200-320	Unifirst	484	1810149198	09/03/2025	\$50.60
131-43200-519	Public Entity Partners	341	2620209	09/03/2025	\$1,542.28
			Totals For Fund	131	\$6,492.56
413-52113-320	Labtronx, Inc	237	33016	09/03/2025	\$160.00
413-52113-320	O'REILLY AUTO PARTS		0907104967	09/03/2025	\$588.03
413-52113-320	Pace Analytical National	338	25801828684	09/03/2025	\$130.10
413-52113-320	Pace Analytical National	338	25801854063	09/03/2025	\$154.40
413-52113-320	Pace Analytical National	338	25801854065	09/03/2025	\$266.00
413-52113-320	Pace Analytical National	338	25801854069	09/03/2025	\$306.80
413-52113-320	Pace Analytical National	338	25801854125	09/03/2025	\$1,279.60
413-52113-320	Pace Analytical National	338	25801854577	09/03/2025	\$130.10
413-52113-320	PMG NEWSPAPERS, ALABAMA		70074396	09/03/2025	\$687.99
413-52113-320	Unifirst	484	1810146522	09/03/2025	\$64.63
413-52113-320	Unifirst	484	1810147450	09/03/2025	\$64.63
413-52113-320	Unifirst	484	1810148393	09/03/2025	\$64.63
413-52113-320	Unifirst	484	1810149198	09/03/2025	\$64.63
413-52113-322	Dycho Co., Inc	118	105751	09/03/2025	\$9,407.99
413-52113-322	Dycho Co., Inc	118	106259	09/04/2025	\$10,949.00
413-52113-322	Dycho Co., Inc	118	106268	09/03/2025	\$10,020.40
413-52113-322	Hach Company	187	14594885	09/03/2025	\$494.40

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413-52113-322	Hach Company	187	14597987	09/03/2025	\$34.95
413-52113-322	Hach Company	187	14615010	09/03/2025	\$172.35
413-52114-261	Dave Kirk Automotive	136	41233	09/04/2025	\$6,428.82
413-52114-261	O'REILLY AUTO PARTS		0907111385	09/03/2025	\$18.72
413-52114-320	Landers Trade	252	5437010	09/03/2025	\$3.54
413-52114-320	Landers Trade	252	5437215	09/04/2025	\$15.96
413-52114-320	Tml	447	1325825	09/03/2025	\$1,126.00
413-52114-320	Unifirst	484	1810146522	09/03/2025	\$57.80
413-52114-320	Unifirst	484	1810147450	09/03/2025	\$62.84
413-52114-320	Unifirst	484	1810148393	09/03/2025	\$64.16
413-52114-320	Unifirst	484	1810149198	09/03/2025	\$62.16
413-52114-338	G. & C. Supply Co., Inc.	168	6997002	09/03/2025	\$529.88
413-52114-338	G. & C. Supply Co., Inc.	168	6997642	09/03/2025	\$2,506.55
413-52114-338	G. & C. Supply Co., Inc.	168	6998708	09/03/2025	\$1,855.92
413-52213-261	O'REILLY AUTO PARTS		0907108384	09/03/2025	\$189.70
413-52213-269	Power Equipment	335	03381	09/04/2025	\$4,193.95
413-52213-320	High Tide Technologies	193	20252219	09/03/2025	\$400.00
413-52213-320	Industrial Rubber & Gasket	212	887273	09/03/2025	\$1,407.68
413-52213-320	Industrial Rubber & Gasket	212	888553	09/03/2025	\$39.75
413-52213-320	Landers Trade	252	5434545	09/03/2025	\$43.98
413-52213-320	Landers Trade	252	5436207	09/03/2025	\$109.98
413-52213-320	Landers Trade	252	5437032	09/03/2025	\$21.88
413-52213-320	Lowe's Home Centers, Inc.	234	984020	09/03/2025	\$56.58
413-52213-320	Lowe's Home Centers, Inc.	234	989219	09/03/2025	\$569.05
413-52213-320	Nationwide Analytical	292	2372	09/03/2025	\$146.00
413-52213-320	Nationwide Analytical	292	2383	09/03/2025	\$935.00
413-52213-320	Pace Analytical National	338	25801852743	09/03/2025	\$68.70
413-52213-320	PMG NEWSPAPERS, ALABAMA		70074396	09/03/2025	\$687.99
413-52213-320	SUNBELT RENTALS		1724409100001	09/03/2025	\$4,070.97
413-52213-320	Unifirst	484	1810146522	09/03/2025	\$49.80
413-52213-320	Unifirst	484	1810147450	09/03/2025	\$49.80
413-52213-320	Unifirst	484	1810148393	09/03/2025	\$49.80

City of Monterey
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GL Account Number	Vendor Name	Vendor Number	Invoice Number	Invoice Date	Invoice Net Amount
413-52213-320	Unifirst	484	1810149198	09/03/2025	- \$49.80
413-52213-320	Usa Bluebook	488	791943	09/03/2025	\$627.94
413-52213-320	Waypoint Analytical	511	131057111	09/03/2025	\$40.00
413-52213-320	Waypoint Analytical	511	131057197	09/04/2025	\$1,760.00
413-52213-322	Dycho Co., Inc	118	106260	09/04/2025	\$1,984.30
413-52213-322	Usa Bluebook	488	777292	09/03/2025	\$534.66
413-52213-322	Usa Bluebook	488	777311	09/03/2025	\$88.05
413-52316-310	Fentress Courier	152	205082	09/03/2025	\$240.00
413-52316-310	Staples Business Credit	401	7006210804	09/03/2025	\$30.09
413-52316-310	Staples Business Credit	401	7006210804	09/03/2025	\$34.17
413-52316-320	Badger Meter	60	80208307	09/03/2025	\$122.64
413-52316-320	Staples Business Credit	401	7006210804	09/03/2025	\$58.99
413-52316-320	Staples Business Credit	401	7006210804	09/03/2025	\$29.09
413-52316-320	Staples Business Credit	401	7006210804	09/03/2025	\$383.33
413-52316-320	Staples Business Credit	401	7006210804	09/03/2025	\$75.53
413-52316-519	Public Entity Partners	341	2620209	09/03/2025	\$2,625.18
			Totals For Fund	413	\$69,547.36
			Grand Total		\$164,164.22

Resolution #2025-003**A RESOLUTION TO APPOINT THE JOINT ECONOMIC AND COMMUNITY DEVELOPMENT BOARD
AS THE COUNTY GROWTH PLANNING COORDINATING COMMITTEE**

WHEREAS, Tennessee Code Annotated Section 6-58-104 requires that subsequent amendments to a County's growth plan requires approval of the coordinating committee as contemplated by the aforementioned statute; and

WHEREAS, a revision of the Urban Growth Boundary has been submitted by the Town of Monterey; and

WHEREAS, as stated under *Section 6-58-104(a)(9)(B) of Tennessee Code Annotated*, authorizes "if the county legislative body and the governing body of each municipality located therein all agree that another entity shall perform the duties assigned by this chapter to the coordinating committee, then such other entity shall perform such duties of the coordinating committee, and such coordinating committee shall not be created or continued, as the case may be."; and

WHEREAS, the governing bodies of Algood, Baxter, Cookeville, Monterey, and Putnam County agree that the Joint Economic and Community Development Board (JECDB) should serve as the coordinating committee instead of reestablishing the coordinating committee ; and

NOW, THEREFORE, BE IT RESOLVED by the Town of Monterey as follows:

SECTION I: The Putnam County Joint Economic and Community Development Board is hereby appointed to perform the duties assigned by TCA 6-58-104 to the coordinating committee for amendments to growth plans in Putnam County.

SECTION II: This resolution shall become effective following adoption by the planning commission:

Chairman/Mayor,

Date

ATTEST:

County Clerk/Recorder,

Date

PYROTECNICO FIREWORKS, INC.

Item # 5.

This Fireworks Display Agreement ("Agreement") entered into this on **July 30, 2025** by and between PYROTECNICO FIREWORKS, INC. ("Pyrotecnico") and **Town of Monterey, TN** (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER _Fireworks Display(s) and related services ("Fireworks Display"), including the services of Pyrotecnico's on-site representative to take charge of and perform the Fireworks Display under the supervision and direction of the CUSTOMER. The Firework Display to be given on **July 3, 2026 (Rain Date: July 5, 2026)** (the "Display Date"), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by **August 30, 2025** ("Expiration Date"). Pricing and availability are only guaranteed as long as Pyrotecnico receives the signed Agreement by the Expiration Date. Customer agrees to pay Pyrotecnico the sum of **\$32,160.00** (the "Contract Price"). Pyrotecnico will invoice CUSTOMER a deposit of **\$16,080.00** due **January 30, 2026** and the final balance shall be due **Net 10** from the Display Date. A service fee of 1 ½% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotecnico for any amount due under this Agreement. The Contract Price is based on the regulations and laws in effect at the time of execution of this Agreement. If any change in law (including, but not limited to, new or increased tariffs, duties, taxes, import restrictions, or other governmental regulations) materially increases the cost of the Fireworks Display, Pyrotecnico shall have the right to adjust the Contract Price to reflect such increased costs. Pyrotecnico shall provide CUSTOMER with written notice of any such adjustment, including reasonable documentation supporting the increased costs. CUSTOMER shall have five (5) days from receipt of such notice to accept the revised Contract Price. If CUSTOMER does not accept the revised Contract Price within this period, Pyrotecnico may, at its sole discretion, suspend performance of the Fireworks Display until the parties negotiate, in good faith, reasonable adjustments to the Contract Price or or revise the Fireworks Display to account for the increased costs. Nothing in this provision shall obligate Pyrotecnico to absorb any increased costs resulting from changes in law, tariffs, or other governmental actions beyond its control.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico's truck leaving the facility, CUSTOMER shall remit to Pyrotecnico an additional **\$4,824.00** for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico's truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional **\$12,864.00** for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to **\$16,080.00**.

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of **210 FEET** at all points from the discharge area, as reflected in the attached site plan, and that this discharge area shall not have any unauthorized personnel or vehicles; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate personnel protection to prevent spectators from entering display area; (e) Directly secure, confirm, and pay for 24-hour security of the set-up and discharge areas at the Display Site, if required, beginning upon the arrival of Pyrotecnico's fireworks product through the completion of the Fireworks Display; (f) Search of the fallout area at first light following a nighttime display; and (g) Provide credit as "Fireworks by Pyrotecnico" in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation and workers compensation insurance. All those entities/individuals who are listed on the certificate of insurance, provided by Pyrotecnico, will be deemed to be an additional insured on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

CUSTOMER shall indemnify, defend and hold harmless Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable attorneys' fees) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence or willful misconduct of CUSTOMER or its employees, agents, contractors or representatives, (b) the failure of CUSTOMER to comply with its obligations under this Agreement, or (c) any claims or actions arising out of Pyrotecnico's use of the show site. This Agreement contains the entire agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto do mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

SIGNATURES TO FOLLOW ON NEXT PAGE

PYROTECNICO:

By (sign): _____

Name: _____

Title: _____

Date: _____

Address: 299 Willson Road

New Castle PA 16101

Phone: (724) 652-9555

Email: contracts@pyrotecnico.com

CUSTOMER:

By (sign): _____

Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Email: : _____

CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Legal Entity Contracting Pyrotecnico: _____

Primary Point of Contact Name: _____

Phone: _____ Email: _____

Billing Address: _____

City, State & Zip: _____

Accounts Payable Contact: _____

Accounts Payable Email: _____

Display Date(s): _____ Display Start Time(s): _____

Rain Date(s): _____

Day-of-Display Contact Name: _____

Day-of-Display Mobile Phone Number: _____

Day-of-Display Email: _____

Display Site Location(s) and
Address(es): _____

If Pyrotecnico has produced a show at this site, has the geography changed (i.e, new structures, new terrain, etc.)? If yes, please describe:

If Applicable - Additionally Insured Entities (The "Customer Name" shall automatically be listed as an Additional Insured):

**Town of Monterey**

Display Site Plan

Show Date: 07/03/26**Rain Date: 07/05/26**200 S Holly St
Monterey, TN 38574**36° 08' 47.66" N****85° 16' 06.10" W****NOTES:**

Site plan is drawn to an approximate scale using NFPA 1123, NFPA 1126 or

Drawn By:**Matt Reep****Notes:**

3" shells and cakes from center position.
L/R launch positions will only contain up to 2.5" cakes.



PYROTECNICO fx



- Audience - Wind Direction
 - Radius - Fire Suppression Apparatus
 - Closed during display - Firing Site

*** Structures vacant during display****** Depot Museum owned by sponsor****210' Safety Fall Out Radius**

- Safety Fallout Zone

3" Maximum Device Per NFPA 1123 70' Per Inch Policy

ESTIMATE

Black Dog Concrete LLC
948 Austin Lake Rd
Baxter, TN 38544-6806

danblackdogconcrete@gmail.com
+1 (931) 260-1412

Bill to
City of Monterey
City of Monterey

Ship to
City of Monterey
City of Monterey

Estimate details

Estimate no.: 1069
Estimate date: 08/19/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Storm Drain man hole	construct a 4ft x 4ft manhole to fit standard 36in manhole cover. estimated 2cy concrete estimated 5 sticks of 1/2in rebar 20ft length Remove existing concrete from inside of the storm drain and around the existing manhole. Form a 4ft x4ft box and rebar cage with 36in circle for manhole cover.	1	\$9,620.00	\$9,620.00
Total					\$9,620.00

Accepted date

Accepted by

ESTIMATE

Black Dog Concrete LLC
 948 Austin Lake Rd
 Baxter, TN 38544-6806

danblackdogconcrete@gmail.com
 +1 (931) 260-1412

Bill to
 City of Monterey
 City of Monterey

Ship to
 City of Monterey
 City of Monterey

Estimate details

Estimate no.: 1070

Estimate date: 08/19/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Sidewalk Ramp	12ft x 8ft ramp Remove existing ramp and haul off Form and grading estimated 5cy concrete estimated 15 pieces of 1/2in x 20ft rebar Set handrails that have been provided	1	\$7,000.00	\$7,000.00
Total					\$7,000.00

Accepted date

Accepted by

PHC LLC

450 Ben Loftis Road
Cookeville, TN 38501
(931) 510-7941

Quote

Submitted on 08/18/2025

Quote for

Town of Monterey
302 East Commercial Ave
Monterey, Tennessee 38574

Payable to

PHC LLC

Quote

1112

Project

Ramp and manhole repair

Description	Qty	UOM	Unit price	Total price
Concrete ramp				
- 4" recap	1	each	\$3,760.00	\$3,760.00
- Replace broken sides	1	each	\$600.00	\$600.00
- New handrail	1	each	\$1,800.00	\$1,800.00
Manhole repair	1	each	\$4,920.00	\$4,920.00

Notes: *Any additional services will be billed at \$40.00 per man hour
**Payment is due upon each invoice

Subtotal	\$11,080.00
Adjustments	\$0.00
	\$11,080.00

***Letter stating ADA compliance is not necessary must be provided

Accepted by:

Printed Name

Signature

Date

Contractor:

Printed Name

Signature

Date

GISEL CONSTRUCTION LLC

Agreement

Attention: Darryl
Elladishman@montereycityhall.com

Date: 5/1/2025

Project Description: Masonry
117 W. Commercial Ave Monterey, TN

Manhole Repair

Scope of Work	Quantity	Cost
Demo of existing masonry		
Labor & Material for repair		
Trash Removal included		
Total		4.000,00 US\$

Thank you.

Crystal Gonzalez

PO BOX #3474 Cookeville, TN 38502

2565927381

GISSEL CONSTRUCTION LLC

Estimate

Attention: Darryl
Elladishman@montereycityhall.com

Date: 5/1/2025

Project Description: Masonry
117 W. Commercial Ave Monterey, TN

Concrete Ramp

Scope of Work	Quantity	Cost
Demo of existing Ramp		
Labor & Material for new Ramp, slope extended		
Trash Removal included		
Total		4.900,00 US\$

Thank you.

Crystal Gonzalez

PO BOX #3474 Cookeville, TN 38502

2565927381