

City of Red Bank

BOARD OF COMMISSIONERS WORK SESSION

Work Session Agenda

August 15, 2023

5:00 PM

The purpose(s) of the meeting shall be for the Commission to receive, consider, discuss, deliberate, and debate the matters listed herein below and such other public business as may lawfully be undertaken provided that no formal votes are to occur and no matters or issues will be formally decided upon at this meeting.

- I. **Adoption of the City of Red Bank - Mobility Plan Res No. 23-1601 (DPWD Johnson & Rashidi Jackson, HNTB)**
- II. **Authorize an agreement between the City of Red Bank and the Trust for Public Land (TPL) to provide planning and advisory services for local parks, lands, and trails Res No. 23-1599 (PM Grabe)**
- III. **Rezone 4006 & 4010 Oakland Terrace from R-1 Residential to R-T/Z Townhome and Zero Lot Line Ord No. 23-1243 (DPWD Johnson)**
*****Public Hearing*****
- IV. **2101 & 2119 Dayton Blvd Special Exception Amendment Res No. 23-1597 (DPWD Johnson)**
*****Public Hearing*****
- V. **Purchase of Hixson property Res No. 23-1604 (DPWD Johnson)**
- VI. **Purchase of Swope property Res No. 23-1605 (DPWD Johnson)**
- VII. **Suicide Prevention Month - September Red No. 23-1593 (CR Perry)**
- VIII. **Purchase of Automated External Defibrillators for all City buildings Res No. 23-1594 (FM Headrick)**
- IX. **Purchase Generator for PD Res No. 23-1595 (FM Headrick)**
- X. **Purchase 4 pickups for Public Works Res No. 23-1596 (PWD Tate)**
- XI. **Authorizing resurfacing of floors in the PW Supervisor's office, bathrooms at White Oak Park, bathrooms at Kid's Corner, & bathrooms at Fire Station 2 Res No. 23-1598 (FM Headrick)**
- XII. **Purchase and shipment of new Fire Training Apparatus Res No. 23-1603 (FTC Wood)**
- XIII. **Purchase of 2 Portable Radios for the Police Department in the amount of \$14,685.62 Res No. 23-1600 (PC Seymour)**
- XIV. **Upgrade and Replacement of Livescan Fingerprinting Machine Res. No. 23-1602 (PC Seymour)**
- XV. **Citizen comments on items on this Work Session Agenda (CM Granum)**
- XVI. **Any other business to discuss**

Exhibit A - Scope of Fiscal Year 2024

Trust for Public Land's mission is to create parks and protect land for people. We are an independent, private, and non-profit and the nation's only non-profit focused on providing urban parks and connecting people to public space. Trust for Public Land is a national organization with 50 years of experience in park planning and development. Trust for Public Land has been working in the Chattanooga region since 1993, protecting critical natural areas and creating iconic public spaces that define outdoor experiences

Trust for Public Land (TPL) will provide support to the City of Red Bank through our park planning expertise and network of park experts, advising on policies, best practices and various initiatives in park and land management. TPL will help leverage public investment with private sector fundraising, to accomplish the shared objective of public acquisition and protection of parks, trails and open space property within the City of Red Bank.

TPL commits to communicating with the City early and often and will adhere to the City's guidelines for park development and land evaluation on shared priorities. In some cases TPL and the City will share roles and responsibilities for projects and programs covered in this Scope. To guide that collaboration, this scope agreement hereby establishes the City as the public-facing lead for city-funded and/or programmed initiatives and TPL as the public-facing lead for TPL-funded and/or programmed initiatives. Those roles and relationships can vary, based on mutual agreement of TPL's Tennessee State Office and the City Manager, on a case-by-case basis.

The following list reflects the mutual priorities of TPL and the City and addresses how the two organizations will work together. Throughout the year, there will be collaboration between TPL and key City staff to confirm, add to, or change priorities. Through this scope of services we intend to provide the City of Red Bank recommendations and advice necessary to continue building a robust and connected park and trail system. The following services align with TPL's national initiatives to protect and create lands, trails, parks, and schoolyards. More specifically, TPL will:

Parks

- Support city-wide planning for public parks, focusing on 10-minute walk access
- Continue engagement and planning work for the Potter's Field.

Lands

- Engage property owners for extension of White Oak Connector to city ballfields
- As land acquisition needs and opportunities arise that align with the City's strategic goals, TPL may initiate landowner negotiations with a nonbinding letter of intent. Before executing a contract, TPL will secure authorization from City manager and City Legal staff

Trails

- Develop trail plan for extension of White Oak Connector to city ballfields for estimating and bidding
- Develop concept plan for trails on ridge owned by City of Red Bank west of US-27
- Install mutually-agreed upon signage at the White Oak Connector and White Oak Park

Schoolyards

- Evaluate potential for a community schoolyard project in the City of Red Bank

General Support for Public Space in Chattanooga

- Serve on committees and working groups related to parks, greenways, trails and connectivity as mutually agreed upon by the City and TPL
- Provide support for park, greenway and trail grant applications
- Support city-wide park planning efforts with in mutually agreed-upon role

The Trust for Public Land will continue to work independently of the City to accomplish the priorities of its national board of directors. TPL may work on those projects independently and will not be part of this contract unless an amendment or a new contract is mutually agreed upon by both parties.

REAL ESTATE OFFER OF SALE AND PURCHASE AGREEMENT

To the City of Red Bank, Seller offers to sell the Real Property described below to the City under the following Terms and Conditions:

Parties: the City of Red Bank; ("Purchaser") of 3105 Dayton Boulevard, Red Bank Tennessee 37415, ("Purchaser") and Duane Hixson ("Seller") which terms may be singular or plural and will include the heirs, successors, personal representatives and assigns of Seller and Purchaser, hereby agree that Seller will sell and Purchaser will buy the following Property, upon the following terms and conditions if completed or marked. In any conflict of terms or conditions, that which is added will supersede that which is printed or marked. The Property is located in the City of Red Bank, Hamilton County, Tennessee, and is a portion of the property conveyed to Seller by deed of record in Book 10773, Page 952, in the Register's Office of Hamilton County, Tennessee and is more particularly described in the attached Exhibit A, which is a Revised Plat of proposed Lot 1A ARTWIL & Company Subdivision of the premises known as Lot 1 ARTWIL Subdivision.

It is understood that the Property will be conveyed by General Warranty Deed subject to existing zoning, covenants, restrictions and easements, as referenced in title insurance policy and further referenced in the notes and easements referenced on Plat of record in Plat Book 90. Page 175, Register's Office of Hamilton County Tennessee.

1. Purchase Price. Total Purchase Price to be paid by Purchaser is Three Hundred Seventy-Five (\$375,000.00) thousand dollars payable in cash as follows:

- | | |
|--|---------------------|
| A. Earnest money deposit which will remain as a earnest money until closing, unless sooner Forfeited or retuned, according to the provisions in this Agreement. | \$ <u>1,000.00</u> |
| B. Total Purchase Price | <u>\$375,000.00</u> |
| C. Balance due at closing less Seller's closing costs, pro-rated taxes, Seller's mortgages, or other encumbrances to be satisfied and paid at or before closing. | <u>\$374,000.00</u> |

2. Financing. There is No Financing contingency. Purchaser, if the transaction is completed and closed, will pay remainder of the total purchase price via wire transfer to the title company/closing agent, who will in turn disburse the net proceeds of sale to Seller as Purchaser and closing Agent shall determine.

3. Purchaser's Closing Costs. Purchaser Will Pay:

- A. Purchaser's Closing Fee, Recording fees, Recording Taxes for deed, Seller's Attorney fees, if any.

4. Seller's Closing Costs. Seller Will Pay:

Seller's Closing Fee, Owner's Title Insurance through Bill Jones Title Agency, Seller's Attorney's fee, any outstanding mortgage or liens against the property together with related recording fees, pro-rated taxes to date of closing.

5. Payment of Expenses. If Seller fails to perform, or the contingencies herein are not satisfied, all sales processing and closing costs incurred whether same were to be paid by Seller or Purchaser will be the responsibility of Seller, and Purchaser will be entitled to the return of the Earnest money deposit as well as specific performance and/or to sue for contract damages and costs and reimbursement of attorney fees incurred by Purchaser.

6. Prorations. All taxes will be prorated as of the date of closing.

7. Title Evidence. Purchaser shall have thirty-one (31) days after this contract shall have been executed by Seller and Purchaser within which to review status of title. Purchaser retains full discretionary authority, for any reason, to cancel and rescind this transaction in the event Seller is dissatisfied with the status of Seller's title, for any reason or no reason, in the event a Title Insurance commitment for an owner's policy in the amount of the purchase price, insuring marketable title cannot be procured. Any expense of curing title including but not limited to legal fees, discharge of liens and recording fees will be paid by Seller.

8. Inspection and Due Diligence. From and after the date that Seller and Purchaser shall have executed this Agreement, Purchaser have thirty-one (31) days within which to fully and completely inspect and to conduct all such due diligence activities as Purchaser shall desire with respect to the premises including, but not limited to surveys, feasibility studies and reviews, soil core borings and sampling and analysis and other sorts of (reasonably) destructive or intrusive testing as Purchaser shall deem necessary. Purchaser together with Purchase's Agents and contractors shall have unfettered access to the property during normal business for such inspections and due diligence purposes. Purchaser shall assume the responsibility for reasonably incurred property restoration expenses and costs resulting from inspections if Seller shall elect not to close the transaction by reason of Purchaser's dissatisfaction resulting the results from Purchaser's due diligence activities or for any reason. Purchaser at any time during the 31 day inspection period shall retain the discretionary right to cancel/rescind this Agreement and the contemplated purchase for any reason or no reason.

9. Title Examination and Time for Closing.

A. If title evidence and survey, as specified above, show Seller is vested with a marketable title, subject to the usual exceptions contained in title insurance commitments (such as exceptions for survey, current taxes, zoning ordinances, covenants, restrictions and easements disclosed on the title report/title insurance commitment), the transaction will be closed at a mutually agreeable time at Bill Jones Title Agency office in Chattanooga Tennessee and the deed and other closing papers delivered on or before sixty (60) days after the date of acceptance of this Agreement and of satisfaction of all conditions unless extended by other provisions of this Agreement or this agreement is cancelled by the Purchaser.

B. If title evidence or survey reveal any defects which render the title unmarketable, Purchaser will have 7 days from receipt of title commitment and survey to notify Seller of such title defects and Seller agrees to use reasonable diligence to cure such defects at Seller's expense and will have 30 days to do so, in which event this transaction will be closed within 10 days after delivery to Purchaser of evidence that such defects have been cured. Seller agrees to pay for and discharge all due or delinquent taxes, liens and other encumbrances, unless otherwise agreed. If Seller is

unable to convey to Purchaser a marketable title, Purchaser will have the right to terminate this agreement, or Purchaser will have the right to accept such title as Seller may be able to convey and to close this transaction upon the terms stated herein, which election will be exercised within 10 days from notice of Seller's inability to cure.

10. Loss or Damage. If the Property is damaged by fire or other casualty prior to closing, and cost of restoration does not exceed 3% of the assessed valuation of the improvements located on the Property, cost of restoration will be an obligation of the Seller and closing will proceed pursuant to the terms of this Agreement with cost thereof escrowing at closing. In the event cost of restoration exceeds 3% of the assessed valuation of the improvements and the Seller declines to repair or restore, Purchaser will have the option of either taking the Property as is, together with either the said 3% or any insurance proceeds payable by virtue of such loss or damage, or of canceling this Agreement.

11. Property Condition. Seller agrees to deliver the Property in its PRESENT CONDITION except as otherwise specified herein. Seller does hereby covenant and represent that title is marketable and that Seller has all necessary legal authority and capacity to convey the Property with all, if any, improvements. Seller further certifies and represents that Seller knows of no latent defects to the Property and knows of no facts materially affecting the value of the Property except the following: Description of issues, liens, and restrictions SEE EXHIBIT B, ATTACHED.

12. Occupancy. Seller represents that there are and will be at closing no parties in occupancy or entitled to occupancy or possession other than Seller. Purchaser will be given possession at closing.

13. Personal Property. There is no personal property at issue herein. Purchaser is not purchasing any personal property. Seller will remove or caused to be removed all personal property of any kind as of closing.

14. Default and Attorney's Fees. If Purchaser defaults on this agreement, all deposits will be retained by the Seller as full settlement of any claim, whereupon Purchaser and Seller will be relieved of all obligations under this agreement. If Seller defaults under this Agreement, the Purchaser may seek specific performance or elect to receive the return of the Purchaser's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. In connection with any litigation arising out of this Agreement, the prevailing party will be entitled to recover all costs including reasonable attorney's fees.

15. Zoning and Restrictions. Purchaser is satisfied with the zoning classification of the property.

16. Termination of Offer. The offer of SELLER shall terminate If PURCHASER has not indicated his acceptance of this Agreement by signing and delivering same or telegraphing acceptance to Purchaser or submitting agent before 5:01 PM on July 26, 2023.

17. Brokers/Agents. There have been and are no real estate brokers or agents involved in this transaction and no percentages or commissions payment shall be due to any 3rd party. Should any claims for sales or brokerage commission be asserted, the party having contact with and having introduced any such person shall hold harmless and indemnify the other party hereto from any such 3rd party claims or demands.

18. Entire Agreement. There are no other agreements, promises or understandings between these parties except as specifically set forth herein. This legal and binding agreement will be construed under Tennessee law, will not be recorded and if not understood, parties should seek competent legal advice. Seller and Purchaser give real estate agent authorization to advise surrounding neighbors who will be the owner of this Property. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

Executed and Agreed as of the date below set out.

ACCEPTED AND AGREED:

PURCHASER: CITY OF RED BANK

By: _____

By: _____

Date: _____

SELLER/OFFERER: DUANE HIXSON

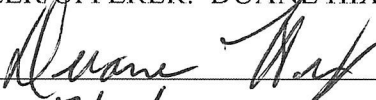

Date: 7/11/23

EXHIBIT B

IN THE THIRD CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE:

TO THE EXTENT APPLICABLE TO (PROPOSED) LOT 1-A, ARTWIL
SUBDIVISION; SEE EXHIBIT A HERETO

East Tennessee Natural Gas Easement as set out in instrument recorded in Book 1036, Page 286, as affected by Agreement recorded in Book 2681, Page 509, in the Register's Office of Hamilton County, Tennessee, and as shown on recorded plat.

Easement as reserved in instrument recorded in Book 2483, Page 851, in the Register's Office of Hamilton County, Tennessee, end as shown on recorded plat.

Basement Agreement as set out in instrument recorded in Book 2483, Page 854, in the Register's Office of Hamilton County, Tennessee, and 118 shown on recorded plat.

Electric Power Board of Chattanooga Easement as set out in instrument recorded in Book 2626, Page 287, in Book 2658, Page 928, and in Book 2806, Page 101, in the Register's Office of Hamilton County, Tennessee.

Easement as set out in instrument recorded in Book 2681, Page 519, in the Register's Office of Hamilton County, Tennessee, and as shown on recorded plat.

Chattanooga Cable TV Company Easement as set out in instrument recorded in Book 2806, Page 97, in the Register's Office of Hamilton County, Tennessee.

Tennessee-American Water Company Easement as set out in instrument recorded in Book 3518, Page 980, in the Register's Office of Hamilton County, Tennessee, and as shown on recorded plat.

Twenty (20) foot public sanitary sewer easement as shown, described or noted on recorded plat.

Twenty (20) foot private sanitary sewer easement as shown, described or noted on recorded plat.

Ten (10) foot power and communication easement as shown, described or noted on recorded plat.

Applicable notes, stipulations, restrictions, easements, conditions, and regulations as shown, described or noted on plat recorded in Plat Book 90, Page 150, and in Plat Book 90, Page 174, in the Register's Office of Hamilton County, Tennessee.

AMENDMENT TO OFFER TO SELL REAL ESTATE DATED JULY 11, 2023

Duane Hixson, Seller(s) and whether one or more, hereby AMENDS the Offer to Sell Real Estate to the City of Red Bank, Tennessee dated July 11, 2023, and with respect to the property located at 4825 Dayton Boulevard, Red Bank, Hamilton County, Tennessee, a copy of which Offer To Sell is attached as Exhibit A, as follows:

Paragraph 16 is amended to provide that the Offer remains in place, and cannot be withdrawn or rescinded until after 5:00 p.m. EDT on Thursday, August 17th, 2023 at which time said Offer is rescinded and automatically withdrawn if not formally accepted and agreed to and signed by the City of Red Bank prior to that time.


DUANE HIXSON (Date) 7/25/23

Hamilton County, Tennessee

Unofficial Property Card

Location	Property Account Number	Parcel ID
4825 DAYTON BLVD	27634	0990 B 001.02
Property Type	Land Use	District
08	540	RED BANK

Current Property Mailing Address

Owner **HIXSON DUANE**

City **CHATTANOOGA**

State **TN**

Address **4825 DAYTON BLVD, STE B**

Zip **37415**

Current Property Sales Information

Sale Date **6/15/2016**

Legal Reference **10773-0952**

Sale Price **\$725,000**

Grantor(Seller) **ARTWIL & COMPANY**

Current Property Assessment

Building Value	\$627,800
Xtra Features Value	\$115,400
Land Value	\$713,400
Total Value	\$1,456,600
Assessed Value	\$582,640

Narrative Description

This property is classified as **COMMERCIAL** with a(n) **WHSE DISC ST** style structure on this card, built about **1980** with **46,294** square feet. Total square footage for all structures on this property is **46,294**.

Land Description

The total land area of this property is (13.24 acres).

Legal Description

LT 1 ARTWIL & COMPANY SUB PB 90 PG 150 REV 90-174

Property Images

REAL ESTATE OFFER OF SALE AND PURCHASE AGREEMENT

To the City of Red Bank, Sellers offer to sell the Real Property described below to the City under the following Terms and Conditions:

Parties: the City of Red Bank; ("Purchaser") of 3105 Dayton Boulevard, Red Bank Tennessee 37415, ("Purchaser") and Patricia Baker of 9901 Millsap Road, Soddy Daisy, Tennessee 37379, Gloria Strout of 559 Morehead Road, Bowling Green, Kentucky 42101 and Terry Swope of 11679 Back Valley Road, Soddy Daisy, Tennessee 37379, herein after collectively referred to as "Swope Heirs" or simply "Swope" or "Sellers," which terms may be singular or plural and will include the heirs, successors, personal representatives and assigns of Seller and Purchaser, hereby agree that Seller will sell and Purchaser will buy the following Property, upon the following terms and conditions if completed or marked. In any conflict of terms or conditions, that which is added will supersede that which is printed or marked. The Property is located in the City of Red Bank, Hamilton County, Tennessee, and is assigned Hamilton County tax map parcel numbers 117D D 010 and 117D D 019 and is more particularly described in the attached Exhibit A, which is a Survey of Barge engineering dated February 16, 2023, Wilburn N. Holden, TRLS #1826 and which property is further illustrated graphically per the attached Exhibit B which is a color coded HCGIS "GISMO" aerial photograph with the parcels to be purchased and sold identified in "blue" shading.

It is understood that the Property will be conveyed by General Warranty Deed subject to existing zoning, covenants, restrictions, and easements, as referenced in title insurance policy exceptions to title and with no other encumbrances or exceptions to title excepts as to which are, after full disclosure, acceptable to Buyer.

1. Purchase Price. Total Purchase Price to be paid by Purchaser is Two Hundred Sixty-Five (\$265,00.00) thousand dollars payable in cash as follows:

A. Earnest money deposit which will remain as a earnest money until closing, unless sooner Forfeited or retuned, according to the provisions in this Agreement. \$ 1,000.00

B. Total Purchase Price \$265,000.00

C. Balance due at closing less Seller's closing costs,
pro-rated taxes, Seller's mortgages, or other encumbrances \$264,000.00
to be satisfied and paid at or before closing.

2. Financing. There is No Financing contingency. Purchaser, if the transaction is completed and closed, will pay remainder of the total purchase price via wire transfer to the title company/closing agent, who will in turn disburse the net proceeds of sale to Seller as Purchaser and closing Agent shall determine.

3. Purchaser's Closing Costs. Purchaser Will Pay:

A. Purchaser's Closing Fee, Recording fees, Recording Taxes for deed, Seller's Attorney fees, if any.

4. Seller's Closing Costs. Seller Will Pay:

Seller's Closing Fee, Owner's Title Insurance Policy Premiums through Bill Jones Title Agency, Seller's Attorney's fee, any outstanding mortgage or liens against the property together with related recording fees, pro-rated taxes to date of closing.

5. Payment of Expenses. If Seller fails to perform, or the contingencies herein are not satisfied, all sales processing and closing costs incurred whether same were to be paid by Seller or Purchaser will be the responsibility of Seller, and Purchaser will be entitled to the return of the Earnest money deposit as well as specific performance and/or to sue for contract damages and costs and reimbursement of attorney fees incurred by Purchaser.

6. Prorations. All taxes will be prorated as of the date of closing.

7. Title Evidence. Purchaser shall have thirty-one (31) days after this contract shall have been executed by Seller and Purchaser within which to review status of title. Purchaser retains full discretionary authority, for any reason, to cancel and rescind this transaction in the event Seller is dissatisfied with the status of Seller's title, for any reason or no reason, in the event a Title Insurance commitment for an owner's policy in the amount of the purchase price, insuring marketable title cannot be procured. Any expense of curing title including but not limited to legal fees, discharge of liens and recording fees will be paid by Seller.

8. Inspection and Due Diligence. From and after the date that Seller and Purchaser shall have executed this Agreement, Purchaser have thirty-one (31) days within which to fully and completely inspect and to conduct all such due diligence activities as Purchaser shall desire with respect to the premises including, but not limited to surveys, feasibility studies and reviews, soil core borings and sampling and analysis and other sorts of (reasonably) destructive or intrusive testing as Purchaser shall deem necessary. Purchaser together with Purchase's Agents and contractors shall have unfettered access to the property during normal business for such inspections and due diligence purposes. Purchaser shall assume the responsibility for reasonably incurred property restoration expenses and costs resulting from inspections if Seller shall elect not to close the transaction by reason of Purchaser's dissatisfaction resulting the results from Purchaser's due diligence activities or for any reason. Purchaser at any time during the 31 day inspection period shall retain the discretionary right to cancel/rescind this Agreement and the contemplated purchase for any reason or no reason.

9. Title Examination and Time for Closing.

A. If title evidence and survey, as specified above, show Seller is vested with a marketable title, subject to the usual exceptions contained in title insurance commitments (such as exceptions for survey, current taxes, zoning ordinances, covenants, restrictions and easements disclosed on the title report/title insurance commitment), the transaction will be closed at a mutually agreeable time at Bill Jones Title Agency office in Chattanooga Tennessee and the deed and other closing papers delivered on or before sixty (60) days after the date of acceptance of this Agreement and of satisfaction of all conditions unless extended by other provisions of this Agreement or this agreement is cancelled by the Purchaser.

B. If title evidence or survey reveal any defects which render the title unmarketable, Purchaser will have 7 days from receipt of title commitment and survey to notify Seller of such title defects and Seller agrees to use reasonable diligence to cure such defects at Seller's expense and will have 30 days to do so, in which event this transaction will be closed within 10 days after delivery to Purchaser of evidence that such defects have been cured. Seller agrees to pay for and discharge all due or delinquent taxes, liens and other encumbrances, unless otherwise agreed. If Seller is unable to convey to Purchaser a marketable title, Purchaser will have the right to terminate this agreement, or Purchaser will have the right to accept such title as Seller may be able to convey and to close this transaction upon the terms stated herein, which election will be exercised within 10 days from notice of Seller's inability to cure.

10. Loss or Damage. If the Property is damaged by fire or other casualty prior to closing, and cost of restoration does not exceed 3% of the assessed valuation of the improvements located on the Property, cost of restoration will be an obligation of the Seller and closing will proceed pursuant to the terms of this Agreement with cost thereof escrowing at closing. In the event cost of restoration exceeds 3% of the assessed valuation of the improvements and the Seller declines to repair or restore, Purchaser will have the option of either taking the Property as is, together with either the said 3% or any insurance proceeds payable by virtue of such loss or damage, or of canceling this Agreement.

11. Property Condition. Seller agrees to deliver the Property in its PRESENT CONDITION except as otherwise specified herein. Seller does hereby covenant and represent that title is marketable and that Seller has all necessary legal authority and capacity to convey the Property with all, if any, improvements,. Seller further certifies and represents that Seller knows of no latent defects to the Property and knows of no facts materially affecting the value of the Property except the following: Description of issues, liens, and restrictions SEE EXHIBIT C, ATTACHED.

12. Occupancy. Seller represents that there are and will be at closing no parties in occupancy or entitled to occupancy or possession other than Seller. Purchaser will be given possession at closing.

13. Personal Property. There is no personal property at issue herein. Purchaser is not purchasing any personal property. Seller will remove or caused to be removed all personal property of any kind as of closing.

14. Default and Attorney's Fees. If Purchaser defaults on this agreement, all deposits will be retained by the Seller as full settlement of any claim, whereupon Purchaser and Seller will be relieved of all obligations under this agreement. If Seller defaults under this Agreement, the Purchaser may seek specific performance or elect to receive the return of the Purchasers deposit(s) without thereby waving any action for damages resulting from Seller's breach. In connection with any litigation arising out of this Agreement, the prevailing party will be entitled to recover all costs including reasonable attorney's fees.

15. Zoning and Restrictions. Purchaser is satisfied with the zoning classification of the property.

16. Termination of Offer. The offer of SELLER shall terminate If PURCHASER has not indicated his acceptance of this Agreement by signing and delivering same or telegraphing acceptance to Purchaser or submitting agent before 5:01 PM on July 26, 2023.

17. Brokers/Agents. Seller agrees to pay Henry B. Glascock a six percent (6%) commission at closing.

18. Entire Agreement. There are no other agreements, promises or understandings between these parties except as specifically set forth herein. This legal and binding agreement will be construed under Tennessee law, will not be recorded and if not understood, parties should seek competent legal advice. Seller and Purchaser give real estate agent authorization to advise surrounding neighbors who will be the owner of this Property. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

Executed and Agreed as of the date below set out.

PURCHASER: CITY OF RED BANK

ACCEPTED AND AGREED:

By: _____

By: _____

Date: _____

SELLER/OFFERER: PATRICIA BAKER

Patricia Baker
Date: 7-17-23

SELLER/OFFERER: GLORIA STROUT

Gloria M. Strout
Date: 7-17-23

SELLER/OFFERER: TERRY SWOPE

Terry Swope
Date: 7-17-23

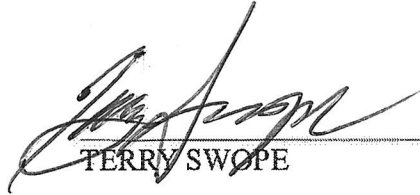
EXHIBIT C

**SCHEDULE OF LIENS, MORTGAGES, EASEMENTS AND EXCEPTIONS
TO TITLE**

AMENDMENT TO OFFER TO SELL REAL ESTATE DATED JULY 11, 2023

Terry Swope, Patricia Baker, and Gloria Strout, Seller(s) and whether one or more, hereby AMEND the Offer to Sell Real Estate to the City of Red Bank, Tennessee dated July 11, 2023, and with respect to the properties located at the intersection of Gaylord Street and Lamar Avenue, Red Bank, Hamilton County, Tennessee, Parcel ID 117D D 019 and Parcel ID 117D D 010, a copy of which Offer To Sell is attached as Exhibit A, as follows:

Paragraph 16 is amended to provide that the Offer remains in place, and cannot be withdrawn or rescinded until after 5:00 p.m. EDT on Thursday, August 17th, 2023 at which time said Offer is rescinded and automatically withdrawn if not formally accepted and agreed to and signed by the City of Red Bank prior to that time.

 7-21-23
TERRY SWOPE (Date)

 7-21-23
PATRICIA BAKER (Date)

 7-21-23
GLORIA STROUT (Date)

Hamilton County, Tennessee

Unofficial Property Card

Location BERKLEY DR	Property Account Number 42058	Parcel ID 117D D 019
Property Type 22	Land Use 910	District RED BANK

Current Property Mailing Address

Owner **STROUT GLORIA M ETAL**

City **CHATTANOOGA**

State **TN**

Address **3000 ALTON PARK BLVD**

Zip **37410**

Current Property Sales Information

Sale Date **6/16/2016**

Legal Reference **10773-0371**

Sale Price **\$0**

Grantor(Seller) **STROUT GLORIA M ETAL**

Current Property Assessment

Building Value **\$0**

Xtra Features Value **\$0**

Land Value **\$48,000**

Total Value **\$48,000**

Assessed Value **\$12,000**

Narrative Description

This property is classified as **RESIDENTIAL** with a(n) **N/A** style structure on this card, built about with **0** square feet. Total square footage for all structures on this property is **0**.

Land Description

The total land area of this property is (8 acres).

Legal Description

ROBERT N BOLTON TR PB 23 PG 109

Property Images

Hamilton County, Tennessee

Unofficial Property Card

Location	Property Account Number	Parcel ID
GAYLORD ST	42049	117D D 010
Property Type	Land Use	District
22	910	RED BANK

Current Property Mailing Address

Owner	SWOPE TERRY G ETAL	City	CHATTANOOGA
	C/O GLORIA STROUT	State	TN
Address	3000 ALTON PARK BLVD	Zip	37410

Current Property Sales Information

Sale Date	2/24/2014	Legal Reference	10162-0582
Sale Price	\$10,000	Grantor(Seller)	LINDSAY MABEL C TR

Current Property Assessment

Building Value	\$0
Xtra Features Value	\$0
Land Value	\$76,700
Total Value	\$76,700
Assessed Value	\$19,175

Narrative Description

This property is classified as **RESIDENTIAL** with a(n) **N/A** style structure on this card, built about with **0** square feet. Total square footage for all structures on this property is **0**.

Land Description

The total land area of this property is (3 acres).

Legal Description

SW OF BERKLEY HGTS PB18 PG72

Property Images



Red Bank Fire Department Division of Training

DATE: July 19, 2023

TO: Brent Sylar, Fire Chief

FROM: Andrew Wood, Fire Training Instructor

SUBJECT: Justification for Purchase of Taylor'd Prop

Chief Sylar,

Due to the limited size of our current training area, we cannot build many single-use props and must utilize the space we have judiciously. To be able to adequately train our personnel, we have had to search for unique training solutions to meet our needs. The best solution that we have found is the Taylor'd Prop, a multi-use prop made from a recycled shipping container equipped with twenty training apparatuses. The Taylor'd Prop will occupy a small portion of our training area, 12x8 feet, but allow us to perform a multitude of training evolutions and skills. The Taylor'd Prop is capable of performing the following training evolutions:

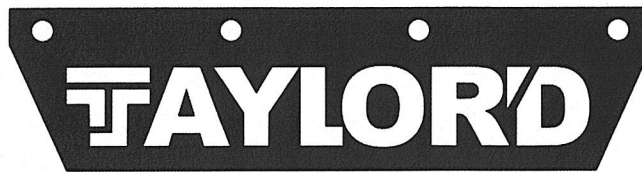
- Forcible Entry Door
- Ground Level Window
 - Rebar cutting
 - Sash breaking
 - Ventilation
 - Denver Drill
- Adjustable Pitch Roof
 - Five pitch variations
 - Roof ventilation
- Second Story
 - Ladder work
 - Bailout window
- High point rescues
- Roof Hatch
 - Ceiling ventilation
 - Tripod work
 - Through the floor rescues
- Confined Spaces
 - Searches
 - Entanglements
- Hose Management
- Mayday Training
- Garage Door Simulator
- Wall Breaching

Respectfully,

A handwritten signature in black ink, appearing to read "Andrew Wood".

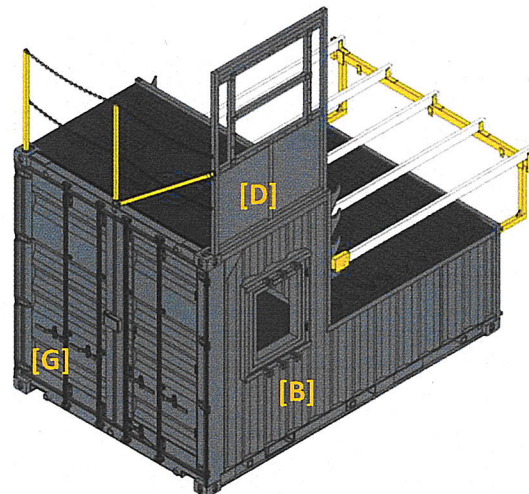
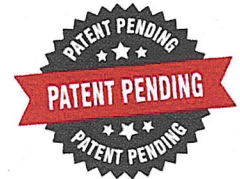
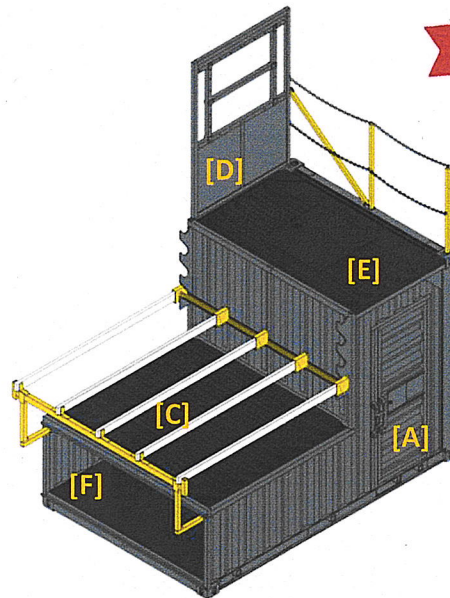
Andrew Wood
Fire Training Instructor

Attachments (1)
Taylor'd Prop Information Doc



Taylor'd Prop Apparatuses:

- Forcible entry door [A]
 - Inner swing
 - Outer swing
- Ground level window [B]
 - Rebar cutting
 - Sash breaking
 - Ventilation
 - Denver Drill
- Adjustable pitch roof [C]
 - Five pitch variations
 - Roof ventilation
- Second-story [D]
 - Ladder work
 - Bailout window
 - High point rescue
- Roof hatch training [E]
 - Ceiling ventilation
 - Tripod work
 - Through-the-floor rescue
- Confined Space [F]
 - Entanglement
- Hose management
- Mayday training
- Garage door simulation [G]
- Wall breach
- Staircase [H]

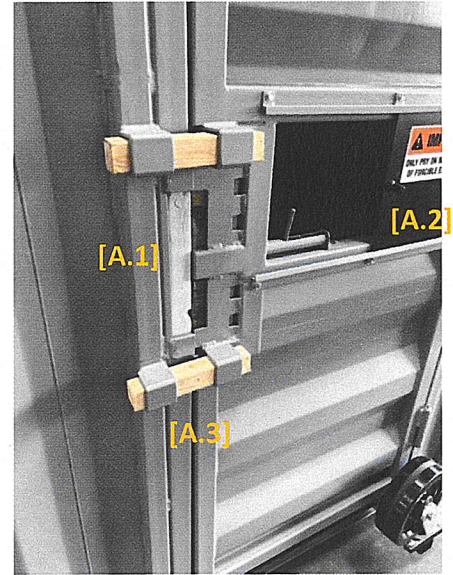


The Taylor'd Prop currently has twenty training apparatuses with more in development for easy on-site training. The Prop is made from a recycled shipping container having a footprint of 12 ft. x 8 ft. x 8.5 ft. tall and weighing about 5,000 lbs. The shipping container body is made from Corten steel so it will not rust through. The Prop is painted with a PPG exterior paint, a durable slip-resistant coating on the floors, and powder coated exterior parts.



The forcible entry door system has both an inward and outward swinging steel door. They use a standard 2 in. x 6 in. piece of wood with two 1 in. pieces of 2 in. x 4 in [A.1] for the jamb. This will preserve the integrity of the door when a trainee prys on

the wood section with a Halligan or other tools. The wood can be quickly changed out after it has been used for continuous training. The forcible entry door has a slide to cover the opening in the door so the Prop can be smoked out for enhanced training (no live fires) [A.2]. The walls inside the Prop can be collapsed down to 28 in. for confined forcible door entries. Both doors have two brackets to add a 1 in. x 1 in. piece of wood to make the entry more difficult [A.3].

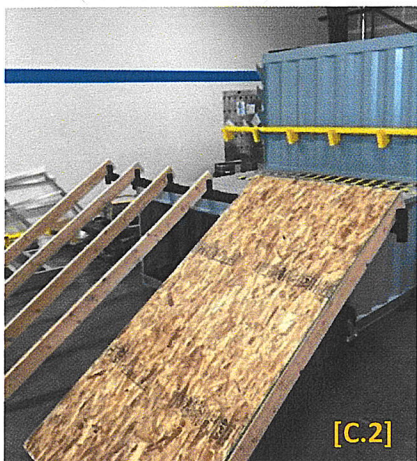


The ground level window allows for many training scenarios. The ground level window comes with a removable attachment that holds three pieces of standard rebar using a hand twist knob to secure them into place. This attachment can be removed to practice the window hang. A sheet of forcible material (i.e., glass, OSB or sheetrock) [B.1] can be added in lieu of the rebar for other training scenarios. With the twist knob design, rebar or other forcible materials can be easily removed and replaced for continual training. The ground level window slide allows OSB to be installed over the window opening and has holes allowing boards to be screwed into place for transportation or sealing the Prop. The ground level window comes with a Denver Drill insert on hinges [B.2] confining

the window opening to 20 in. wide x 28 in. tall. A 1 in. x 1 in. piece of wood can be placed on the inside of the container across the window to replicate a window sash.



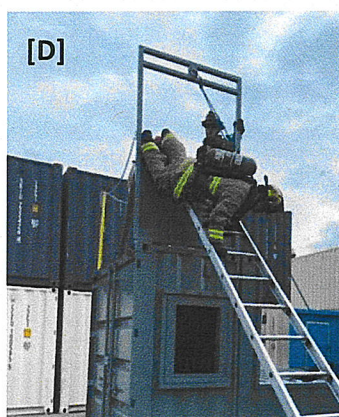
The adjustable pitched roof prop has five pitches including: 8/12, 6.5/12, 5/12, 3/12, and flat [C.1]. By placing 2 in. x 6 in. wooden boards into the designated receiver pockets and screwing them in place, standard



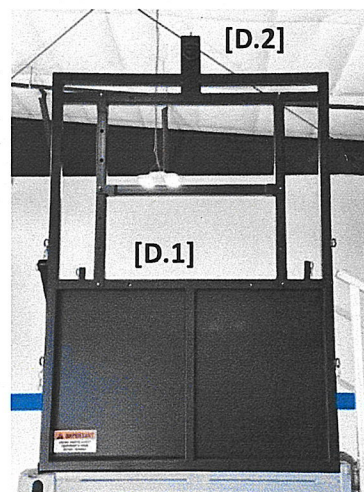
sheets of OSB (4 ft. x 8 ft.) can be fastened into place with screws. Additionally, 2 in. x 6 in. wooden boards can be installed above the confined space extending to the ground [C.2] allowing less experienced trainees to train closer to the ground. The Taylor'd Prop comes standard with an 8 ft. roof set but has an available 12 ft. roof set upgrade. The 12 ft. roof set is popular because it is just under 100 sq. ft. and hold up to five



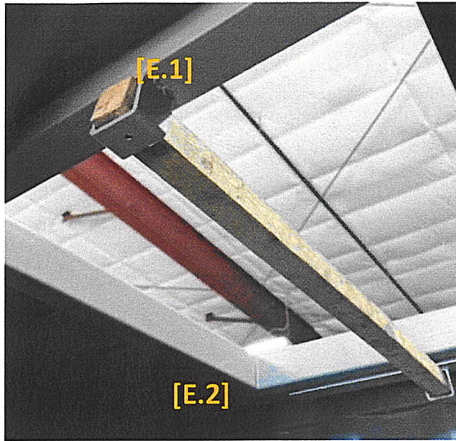
firefighters. For flat roof training, simply attach the “L” shaped arms to allow for the roof to extend from the container [C.3]. The receiver (the aluminum bar that moves up and down to adjust the pitch) is lightweight allowing pitch change to be done by a single individual. Each Prop comes with safety railing and chain surrounding the adjustable pitch roof for fall protection during use.



The second-story bail out window allows departments to practice ladder work on a second-story window safely. The window opening can be adjusted to have different inner width and height dimensions [D.1]. The second-story bailout window has a d-ring rated at a 10,000 lb. load capacity [D.2] which can be used for ladder or



man hatch training. The second-story window is located above the first-floor window to allow high point rescue training. For transportation or when the Prop is not in use, the window hinges flat against the top of the Prop.



The 30 in. x 30 in. man hatch is located on top of the Prop. Similarly, to the first story window, there is a sash to slide a 1 in. x 1 in. wooden board [E.1] and slides that can hold a piece of sheetrock or OSB [E.2]. This can be used for ceiling ventilation and the 1 in. x 1 in. acts as a ceiling joist. Through-the-floor or tripod training is another function of the man-hatch. If a department has a larger tripod, one of the legs can be placed on the adjustable pitch roof. The man hatch comes with an unattached flat lid closing the hatch for safe

training on the top of the Prop.

The confined space section is under the adjustable pitched roof [F.1]. It comes standard with four pieces of Unistrut allowing two OSB internal walls. The Unistrut is bolted to the bottom of the container and to the ceiling, which can be easily moved with a drill for further adjustment. The confined space section was designed to have endless iterations to keep trainees from getting used to the configuration. The Prop comes with several hooks to make entanglement variations. The front opening of the confined space apparatus has slides allowing a sheet of OSB or other material to cover the front for transportation or enhancing the complexity of the confined space. By completely sealing off the container, the Prop can quickly be smoked out. The confined space goes throughout the Prop connecting to the collapsible walls of the Denver Drill. This allows for multilevel decks leading to the man hatch. Many departments use the confined space for hose management training.



The garage door and wall breach attachments [G] allow one or two full sheets of OSB to slide over the front doors. The container doors can be opened and closed with these attachments on. An upgrade for these attachments would allow a framed wall to be used instead of OSB and is in development.



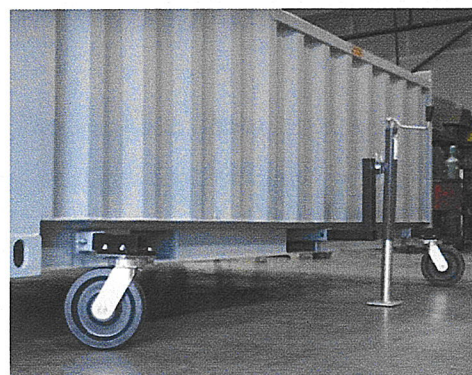


A custom 90° staircase system is made from aluminum and has three main sections. It can be assembled easily by two people. All the railings are removable, the larger sections are on wheels for easy transportation, and it attaches to the top of the Prop with two bolts. It is commonly used for a stairwell-style rescue training. The stairs can help access the top of the Prop for man hatch or the second-story bailout window use. The complete staircase system can be collapsed inside the Prop during storage or transportation. The

staircase system cannot be used while the adjustable pitch roof is in place.

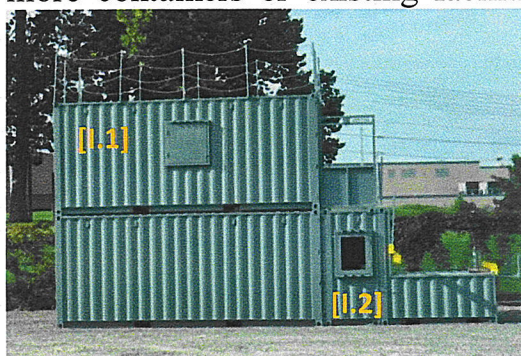
Casters, jack, and pull handle:

Every Prop comes standard with four shop-grade casters, a hand jack, and a pull handle. The hand jack is inserted in one side, raised, and then the casters pin into place. The Prop can then be moved on hard surfaces with ease. Each caster comes with a swivel lock to help with navigating the Prop around. The pull handle can be attached on either end to move the Prop.



Adding a Taylor'd Prop to your existing or future containers:

The Taylor'd Prop [I.1] acts as a multitool for on-site training. However, some departments want a larger or more complex training system. This can be achieved by adding containers to the Prop. Taylor'd sells 3 ft. x 3 ft. windows [I.2], metal man doors, and other apparatuses that can be added to any container to make your own training tower. In the past, Taylor'd has seen multiple departments add the Prop to more containers or existing facilities to expand their search and rescue training

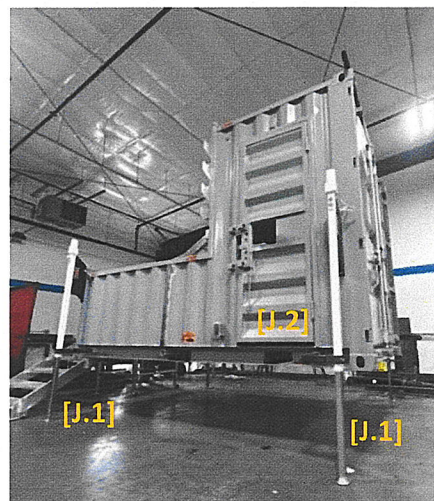


opportunities. The Prop's container doors can be removed allowing attachment to other containers. Containers can be stacked, two or three high, to replicate a third story building. The Taylor'd Prop can be placed on top of other containers for storage or advanced training (i.e. the Prop's second-story bailout then becomes a third story bailout). The possibilities are endless.



Electric Jack System:

The Prop comes standard with a hand cranked floor jack to lift the Prop for caster installation. With the custom trailer (see below) option the prop will come with a custom jack system [J.1] that raises the Prop 36 in. off the ground. By bolting the electric jacks to the corners and using a wireless remote, the Prop can be loaded on a trailer in less than five minutes by one person. An electric battery and trickle charger is placed inside the Prop to power the electric jack system including a male outlet plug on the outside of the container to charge the battery [J.2].



Specs:

- Happijac 4820
- Custom mounting brackets
- 10,000 lb. lifting capacity
- Duracell Deep Cycle Battery

Trailer System:

With the custom trailer option, the Taylor'd Prop is now easier than ever to transport from department to department. This is a great option for rural departments that would like to share the prop with other stations. The Taylor'd Prop helps to bridge the gap between training sessions. The custom flatbed trailer comes with twist locks for four corner castings to secure the prop in the proper location on the trailer [T.1]. A locking metal box is installed on the front of the trailer to store additional pieces of the prop or the electric jack system [T.2].



Specs:

- 16 ft. tandem axle deck over trailer
- 11,200 GVWR
- Low profile 29 in. deck to ground clearance
- Can be pulled by most ½ ton trucks



Using the Taylor'd Prop inside:

One of the key elements of the Prop is the ability for departments to train all year [H]. The second-story bailout window [D] can collapse down and the safety railing can be removed to make the Prop around 9 ft. tall. The prop can be wheeled using the standard shop-grade casters, into a fire station bay or a large garage. The Prop does not use live fire for training and is safe for storage and training inside.

Why Taylor'd Prop:

There are many products on the market that enhance fire fighter training. The Taylor'd Prop is cost effective and offers more training features than any other product. Most other products offer the same standard training devices: forcible door, rebar cutting, roof cutting, and wall breach. The Prop offers additional apparatuses such as the second-story bailout window, confined space, and a man hatch all while fitting on one unit within a small footprint for easier storage or indoor use.

The Prop is made from a recycled shipping container and is built to withstand any weather conditions. Departments often build training props out of wood to save on cost but often do not last very long and difficult to store. The Taylor'd Prop is designed with as few breakable components (such as hydraulics, cranks, or electronics) as possible to ensure longevity. Many departments are in areas where the city or county requires their training devices to have a clean look, so they do not disrupt the policies on building design. The Taylor'd Prop looks professional and is a great fit for these situations.

Shipping containers act as building blocks for fire departments to create any training layout possible. A training facility can be extremely expensive, but by using the Taylor'd Prop and shipping containers, a department can create their own facility for a fraction of the cost. This can be built in different phases to meet any budget.

The Taylor'd team is constantly making improvements to the Prop. By using universal parts, they continually create new apparatuses for the Prop. This allows departments who already own a Prop to purchase the new apparatuses at any time and simply add them on. For example, a pull-up bar, basketball hoop, and fully breachable wall attachment, will fit directly into any of the Props. This on-site training Prop is continually improving to help prepare your team for the challenges they may face.

Contact Information:

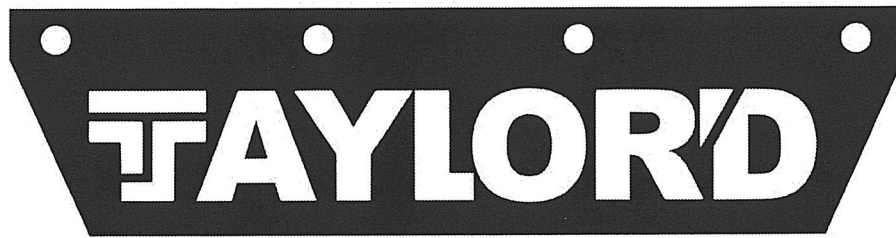
Taylor'd Systems LLC DBA Taylor'd Containers
taylord.com

Office Phone: +1 (509) 919-2527

Email: sales@taylord.com

Physical Address: 18009 E. Appleway Ave., Spokane Valley, Washington 99016

Mailing Address: PO Box 661, Spokane Valley, Washington 99016



Dear Red Bank Fire Department,

This is to confirm that Taylor'd Systems LLC (DBA Taylor'd Containers) is the sole source representative for the Taylor'd Prop. The Taylor'd Prop is a patent pending fire training apparatus with multiple training features in the confined area of a cut down shipping container. We are the sole manufacturer, designer, and distributor of the Taylor'd Prop.

Best,

Chase Petri

Project Manager – Taylor'd Containers

chase@taylord.com

Cell: (509) 666-2119

Office: (509) 919-2527

Mailing:
PO Box 661
Spokane Valley, WA 99016 WA

Sales@Taylord.com
509.919.2527

Taylor'd Systems, LLC
DBA Taylor'd Containers
Contractors # TAYLOSL795CS
ID Contactors # 058453-CC-4



QUOTE # 230623CP1

CUSTOMER: Andrew Wood
DELIVERY ADDRESS: 4851 Dayton Boulevard ATTN: Fire Training
Red Bank, Tennessee 37415
EMAIL: awood@redbanktn.gov

QUOTE DATE: 6/23/23

PHONE #: (423) 660-2266

Thank you for allowing Taylor'd to help with your on-site training. The following serves as a quote, valid for 30 days. Our current lead time is 6-8 months from order deposit.

QTY	PRODUCT	TOTAL
1	TAYLOR'D PROP - Forcible Entry Doors (Inner and Outer Swing) - Adjustable Pitch Roof - 8' Wide Set (Roof Receiver and Roof Slide) - Extension Arms for Flat Roof - Ground Level Window (Rebar, Sash and Ventilation) - Denver Drill Insert - 2nd Story Bail Out Window - 2x Vertical and 1x Horizontal Bars to Change Window Dimensions - Garage Door Simulation Receivers - Holds x2 Sheets of OSB - 30" x 30" Man Hatch - Confined Space and Entanglement - Two Wall Sets (x2 Floor and x2 Ceiling Catches) - Safety Rails and Chain - Wheel Set and Manual Crank Jack - x4 Pivoting Caster with Pivot Locks - Pull Bar	\$ 49,850.00
	ADD ONS	
1	- 12' Wide Roof Set UPGRADE from 8' (ADD \$975)	\$ 975.00
0	- Staircase with 90° turn that is interchangeable with Roof Prop (ADD \$10,500)	\$ -
0	- Electric Jack System to Lift Prop 36" for Trailer Loading (ADD \$8,150)	\$ -
0	- 16' Deckover Trailer Equipped with Corner Casting Locks (ADD \$ 11,250)	\$ -
(Does not include tax)		
TOTAL		\$ 50,825.00
1	DELIVERY IS AN ESTIMATE BASED ON CURRENT TRANSPORT COST. OFFICIAL QUOTE WILL BE SENT CLOSER TO SHIP DATE.	\$ 4,000.00

Prop Clarifications

- Price does not include the cost of equipment for offload. Forklift needs to have a minimum 6' long forks and be capable of lifting 8000 lbs at a 4' center.
- Customer is responsible for any local laws or ordinances pertaining to the Taylor'd Prop.
- To secure an order half down is required. Remaining half is required before order ships.

I agree to the above pricing and clarifications.

Signature: _____

Date: _____

Print Name: _____



Buyer understands that the intended use of Taylor'd Container's (hereafter "Seller") goods involves risks and dangers which include, without limitation, the potential for serious bodily injury, disability, paralysis and loss of life, loss of or damage to equipment/property, exposure to extreme conditions and circumstances, accidents, inadequate safety measures, participants of varying skill levels, and other undefined risks and dangers which may not be readily foreseeable or are, or otherwise may be, presently unknown. Buyer understands and expressly assumes all such risks and responsibility for any damages, liabilities, losses, or expenses, which directly or indirectly arise from the inherently dangerous nature of Buyer's fire training or related activities, and/or the use of the goods identified within the attached quote or purchase order. Buyer hereby releases, waives, and covenants not to sue Seller for claims or liability related to Buyer's use of the Seller's goods.

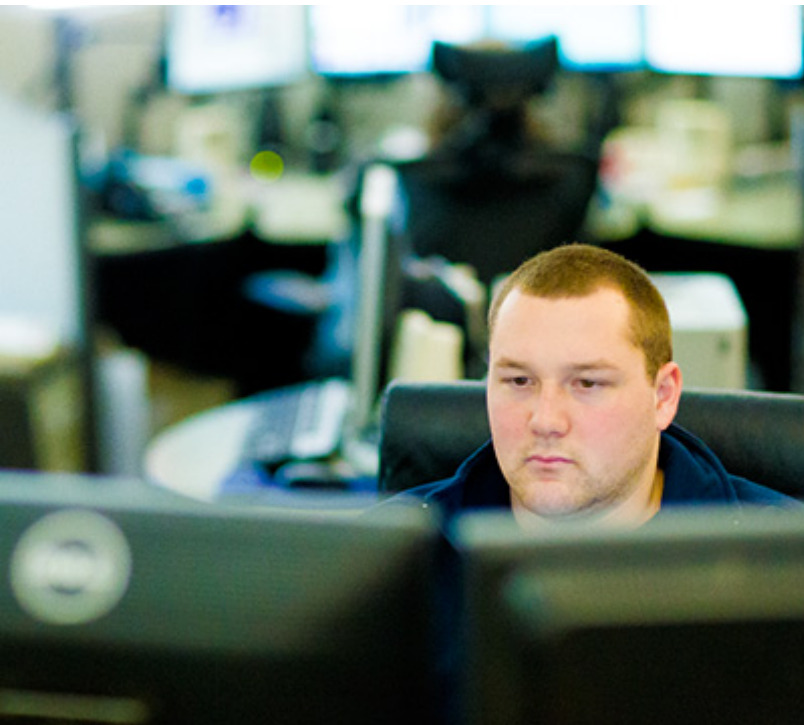
Further, by accepting the quote attached hereto, or by submitting a purchase order for the same, Buyer agrees to indemnify, defend and hold Seller harmless from any liability, claims, demands, and damages resulting from personal injury and/or property damage to third parties, of any kind or nature which may arise out of, result from, or relate to Buyer's or any other party's use of the goods in the attached quote or purchase order. Buyer specifically agrees to indemnify, defend and hold Seller and its officers, directors, partners, members, agents, employees, affiliates, (collectively "Seller's Indemnified Parties") harmless from and against any and all liabilities, claims, damages, costs, expenses, suits or judgments paid or incurred by any of Seller's Indemnified Parties arising from or related to the purchase of Seller's Props and/or the goods identified within the attached quote or purchase order. Buyer shall not be obligated to defend or indemnify Seller for claims arising out of the sole negligence or willful misconduct of the Seller or its agents or employees.

The undersigned certifies that the obligations herein were mutually negotiated and agreed to.

Buyer's Printed Name: _____

Date: _____

Buyer's Signature: _____



RED BANK, CITY OF

07/27/2023

07/27/2023

RED BANK, CITY OF
3117 DAYTON BLVD
RED BANK, TN 37415

Dear ,

Motorola Solutions is pleased to present RED BANK, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide RED BANK, CITY OF with the best products and services available in the communications industry. Please direct any questions to Kenan Lewis at kenanlewis@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kenan Lewis

Motorola Solutions Manufacturer's Representative

Billing Address:
RED BANK, CITY OF
3117 DAYTON BLVD
RED BANK, TN 37415
US

Quote Date:07/27/2023
Expiration Date:09/25/2023
Quote Created By:
Kenan Lewis
kenanlewis@callmc.com

End Customer:
RED BANK, CITY OF

Contract: 21424 - TENNESSEE

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N70	APX N70					
1	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE	1		\$5,014.00	\$3,610.08	\$3,610.08
1a	QA09041AA	ADD: APX N70 HYBRID LEATHER HOLSTER STD BATTERY	1		\$125.10	\$90.07	\$90.07
1b	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US*	1		\$0.00	\$0.00	\$0.00
1c	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	1		\$0.00	\$0.00	\$0.00
1d	QA03399AK	ADD: ENHANCED DATA	1		\$0.00	\$0.00	\$0.00
1e	H38DA	ADD: SMARTZONE OPERATION	1		\$0.00	\$0.00	\$0.00
1f	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	1		\$0.00	\$0.00	\$0.00
1g	QA00580BA	ADD: TDMA OPERATION	1		\$0.00	\$0.00	\$0.00
1h	QA08827AA	ADD: SINGLE UNIT PACKAGING	1		\$0.00	\$0.00	\$0.00
1i	H636AA	ADD: APX N70 APPLICATION BUNDLE PROMO+	1		-\$300.00	-\$300.00	-\$300.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1j	H638EB	ADD: N70 SMART LOCATE MAPPING TRIAL PROMO	1		-\$56.00	-\$56.00	-\$56.00
1k	BD00001AA	ADD: CORE BUNDLE	1		\$3,106.00	\$2,236.32	\$2,236.32
1l	H499KC	ENH: SUBMERSIBLE (DELTA T)	1		\$0.00	\$0.00	\$0.00
1m	Q361CD	ADD: P25 9600 BAUD TRUNKING	1		\$0.00	\$0.00	\$0.00
1n	QA09001AM	ADD: WIFI CAPABILITY	1		\$0.00	\$0.00	\$0.00
1o	Q387CB	ADD: MULTICAST VOTING SCAN	1		\$0.00	\$0.00	\$0.00
1p	QA09028AA	ADD: VIQI VC RADIO OPERATION	1		\$0.00	\$0.00	\$0.00
1q	BD00010AA	ADD: SECURITY BUNDLE	1		\$1,023.00	\$736.56	\$736.56
1r	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	1		\$0.00	\$0.00	\$0.00
1s	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	1		\$0.00	\$0.00	\$0.00
1t	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	1		\$0.00	\$0.00	\$0.00
1u	QA08853AA	ADD: CPS ENABLEMENT*	1		\$0.00	\$0.00	\$0.00
2	PSV01S02944A	PROVISIONING SUPPORT*	1		\$0.00	\$0.00	\$0.00
3	LSV01S03060A	APX N70 DMS ESSENTIAL	1	3 YEARS	\$205.92	\$205.92	\$205.92
4	SSV01P01685B	ELIGIBLE FOR PROMO - CC AWARE STARTER+	1	1 YEAR	\$0.00	\$0.00	\$0.00
5	SSV01P01406A	SMARTCONNECT PROMO+	1	1 YEAR	\$75.00	\$75.00	\$75.00
6	SSV01P01476A	SMARTLOCATE PROMO+	1	1 YEAR	\$75.00	\$75.00	\$75.00
7	SSV01P01902A	SMARTMAPPING PROMO+	1	1 YEAR	\$75.00	\$75.00	\$75.00
8	SSV01P01901A	SMARTMESSAGING PROMO+	1	1 YEAR	\$75.00	\$75.00	\$75.00



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
9	PMPN4604A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	1		\$207.14	\$155.36	\$155.36
10	PMMN4142A	XVP730 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB, FOR APX N RADIOS	1		\$486.00	\$364.50	\$364.50

Grand Total **\$7,342.81(USD)**

Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$9,973.88	\$7,205.53
Year 2 Subscription Fee	\$68.64	\$68.64
Year 3 Subscription Fee	\$68.64	\$68.64
Grand Total System Price	\$10,111.16	\$7,342.81

Notes:

- Additional information is required for one or more items on the quote for an order.
- + Promotional pricing for 1 year Application Service trial.





Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/msi/omterms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transfective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.



Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

Customer Programming Service

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new



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software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, via secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services (“DMS”) packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions’ cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a “peek-in” device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning (“TKP”), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70's faster provisioning process.



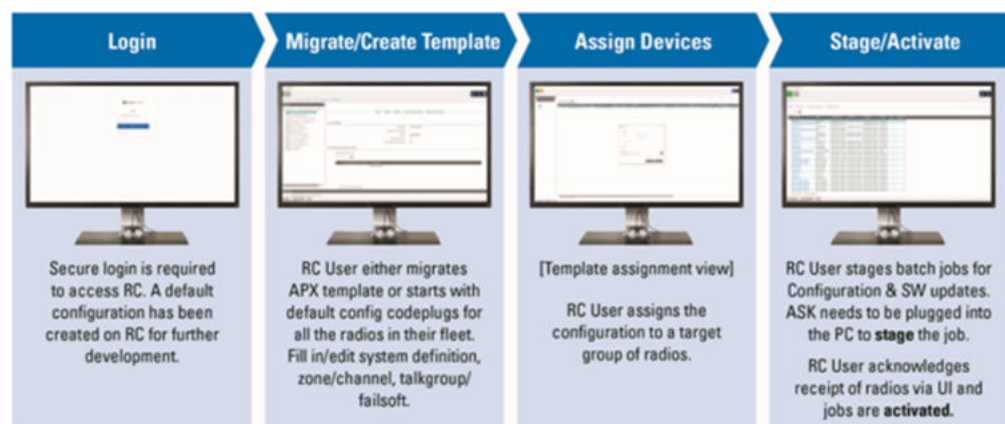


Figure 1: APX N70 Provisioning via Radio Central

EVOLVING WITH APPLICATION SERVICES

APX N70 gives first responders access to mobile features through the following application services described below.

SMARTCONNECT APPLICATION SERVICES

SmartConnect allows first responders to access critical intelligence no matter where the mission takes them. It keeps first responders connected and maintains critical LMR features through a broadband connection. By seamlessly switching between P25 LMR and LTE cellular networks, SmartConnect extends reliable Push-to-talk ("PTT") communications as users roam onto supported broadband networks. Authentication, status, talkgroups, and encryption are all preserved automatically, without interruptions or resets to ensure that first responders continue to have access to the critical features they need in dangerous situations.



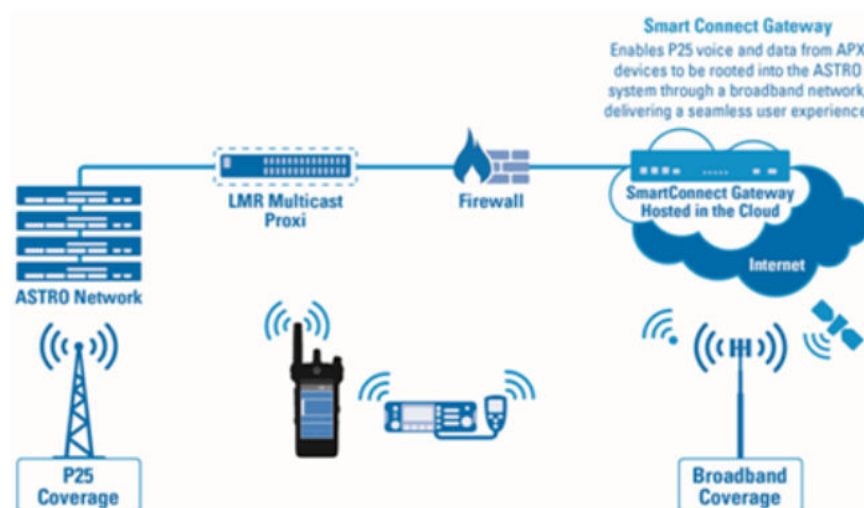


Figure 3: APX N70 SmartConnect Network Elements

SMARTLOCATE APPLICATION SERVICES

The SmartLocate application sends GPS location information of first responders over a broadband network. This enables dispatchers to track field units more frequently and improve resource deployment. With Dynamic Mode, SmartLocate can dynamically switch from LTE to P25 to continue sending location reports, without requiring the user to change inputs. This fallback capability provides an extra layer of reliability and enhances location tracking to build an effective operating picture as situations evolve. The use of broadband increases the frequency of location reporting beyond an LMR system to allow for a higher number of users without LMR infrastructure capacity limitations.

SmartLocate also enhances location information accuracy using nearby cell-towers and Wi-Fi access points. This leads to more accurate device tracking and improved location performance when a user moves indoors or enters marginal conditions (such as deep street canyons or forested areas).

SmartLocate integrates with CommandCentral Aware to provide location triggers such as time, distance, PTT, emergency, and accelerated cadence during emergency.

The SmartLocate Application Service is proposed as a subscription-based model that optimizes budget and scales to meet evolving needs. SmartLocate provides enhanced capabilities to existing investments in CommandCentral Aware. Access to CommandCentral Aware is not included with the SmartLocate subscription.

Note - Dynamic Mode requires IMW and a cloud connector on the P25 system.

SMARTMAPPING APPLICATION SERVICES

The SmartMapping application provides precise and accessible location information of field units to inform response and improve situational awareness. The application displays this data on the APX N70's modernized map interface. Users can see their own location and the location/status of other crew members at a glance and immediately tap to communicate with them. Users can access SmartMapping directly from the APX N70 home screen, making it easier to leverage the map display in fast-paced situations.



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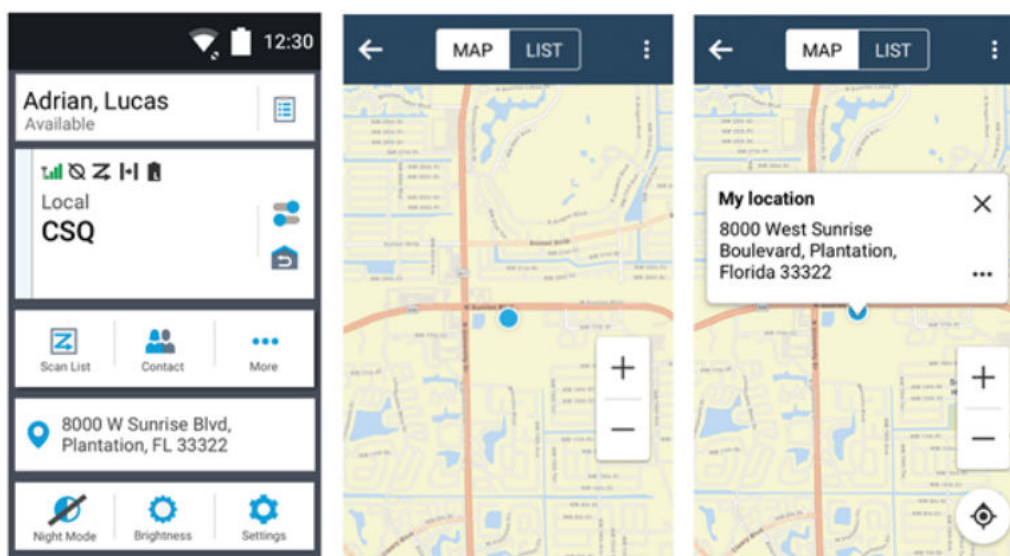


Figure 4: SmartMapping Widget, Map View, and Location Pop-Up Display (Left to Right)

SmartMapping also provides the following capabilities for APX N70 first responders:

- Search for specific users to communicate with using accessible, on-screen navigation and search tools.
- Select map layers to get a different area view, including Street View, Terrain, or Satellite Image.
- Adapt to changing agency needs as new integrations and capabilities are introduced for the SmartMapping application.

SMARTMESSAGING APPLICATION SERVICES

SmartMessaging is an application service that allows APX N70 first responders to seamlessly and discreetly share multimedia communications over a Broadband connection. This helps offload traffic from mission-critical LMR networks while enhancing public safety capabilities. From the APX N70 home screen, users can send more detailed multimedia messages, with image, video, or audio file attachments, to enhance situational awareness and improve response success. An enhanced search and history functionality is available for users to easily access previous messages by name, content, and time range, helping them find specific information when needed.

SmartMessaging also supports the following capabilities:

- Receive “Be On the Lookout” (“BOLO”) images or first-on-scene images, videos, locations, and audio from a WAVE dispatch application sent to an APX N70 first responders or predefined groups.
- Send text messages to an individual or group of contacts to provide all necessary users with updated intelligence.
- Secure communications with encrypted messaging data from an APX N70 device to the server.
- Adapt to changing agency needs as new integrations and collaboration tools become available for the SmartMessaging application.



APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
 - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.



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- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

LIMITATIONS AND EXCLUSIONS

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
 - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
 - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
 - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
 - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DEVICE TECHNICAL SUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may



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contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

CUSTOMER RESPONSIBILITIES

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

LIMITATIONS AND EXCLUSIONS

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

CUSTOMER RESPONSIBILITIES

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.



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MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.

CUSTOMER RESPONSIBILITIES

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.





Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	

July 25, 2023

Red Bank Police Department

Ref: Replacement of EOL Livescan System

Proposal Number: 23-0725-04

To Whom it May Concern:

We are pleased to present this proposal to upgrade your existing Dataworks livescan system that has reached end-of-life. Once the livescan is at end-of-life it can no longer be included in a maintenance contract.

The upgraded system will continue to support existing software, workflows and interfaces that are currently being used. This represents a big cost savings since you do not need to repurchase this software. A software credit discount has been applied to the price to reflect you have already paid for the software.

Dataworks Plus is the only vendor that can a livescan that is compatible with your existing software, systems, interfaces and workflows. Dataworks Plus is the creator, owner and exclusive provider. Dataworks is also the only vendor that can convert/migrate the data from the old livescan to the new livescan.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Johnson", with a stylized flourish extending from the end.

Rick Johnson

Vice President

PRICING

Item Description	Price Per Unit	Qty	Extended Price
FBI Certified Finger/Slap and Palm scanner @ 500 ppi – (Criminal Processing)	\$18,200.00	1	\$18,200.00
Finger & palm capture processing software including NIST formatted rolled & flat fingerprint image capture DataWorks Plus LiveScan Plus Software (NEXT GEN)	Included	1	Included
FBI Approved Tenprint Card Printer Hardware	\$1,400.00	1	\$1,400.00
Compatibility with existing FBI Approved Printing Software	Included	1	Included
Compatibility with existing FBI Approved WSQ compression module software	Included	1	Included
Duplicate finger and sequence check software	Included	1	Included
Fingerprint quality assurance/check software	Included	1	Included
Demographic Entry software with validation tables	Included	1	Included
State approved criminal and applicant transaction profiles	Included	1	Included
SMTP/FTP NIST interface capable	Included	1	Included
New Digital Camera for Mugshot Capture	\$900.00	1	\$900.00
Compatibility with existing Mugshot Capture Software Module Including Auto Face Find and Quality Control software	Included	1	Included
Camera mounting stand for LiveScan Plus Cabinet	Use Existing	0	\$0.00
Desktop CPU 64Bit Hardware Upgrade	\$800.00	1	\$800.00
Compatibility with existing bar code scanner software	Included	1	Included
Keyboard and Mouse	Included	1	Included
MS-Windows Operating System	Included	1	Included
Dataworks Ruggedized Cabinet (Fixed Height) with 19" LCD touchscreen monitor (note: This is a NEW cabinet design and is different from cabinets delivered with the first order)	Use Existing	0	Not Included
UPS for power backup	Included	1	Included
Compatibility with existing TBI AFIS interface	Included	1	Included
Compatibility with existing workflows	Included	1	Included
Convert/Migrate data from old livescan to the new livescan	Included	1	Included

Project Management, Shipping, On-Site Installation and Training	\$1,500.00	1	\$1,500.00
TOTAL			\$22,800.00
Software Credit/Discount for existing software			(\$3,000.00)
Discount for using Existing Ruggedized Livescan Cabinet			(\$2,000.00)
GRAND TOTAL			\$17,800.00

Payment Terms:

Sixty Percent (60%) due upon delivery

Forty Percent (40%) due upon system acceptance

Net 45

One year warranty begins upon first productive use.