

**Pre-Meeting WORK SESSION**

**July 20, 2021**

**4:00 p.m.**

**AGENDA**

**CITY OF MORRISTOWN, TENNESSEE**

**CITY COUNCIL MEETING**

**July 20, 2021**

**5:00 p.m.**

**1. CALL TO ORDER**

Mayor Gary Chesney

**2. INVOCATION**

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

**5. APPROVAL OF MINUTES**

1. July 6, 2021

**6. PROCLAMATIONS/PRESENTATIONS**

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

**8. OLD BUSINESS**

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

**9. NEW BUSINESS**

**9-a. Resolutions**

**9-b. Introduction and First Reading of Ordinances**

1. Ordinance No. \_\_\_\_\_

An Ordinance to amend Ordinance Number 3689, the City of Morristown, Tennessee Annual Budget for Fiscal Year 2021-2022 and to appropriate additional funds totaling \$70,962; to appropriate funds to the Police Department that were received from the sale of confiscated weapons and re-appropriate funds for two (2) trucks for the Parks & Recreation Department.  
**{Public Hearing Date August 3, 2021}**

2. Ordinance No. \_\_\_\_\_  
Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of a portion of Hamblen County Tennessee Tax Parcel ID # 032025 02201 from R2 (Medium Density Residential District) to LI (Light Industrial), the general location being shown on the attached Exhibit A.} (Buffalo Trail, just past (the former) Panther Steel Company).  
**{Public Hearing Date August 3, 2021}**
3. Ordinance No. \_\_\_\_\_  
Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning Of Hamblen County Tennessee Tax Parcel Id # 032048 04300, From HI (Heavy Industrial District) to R3 (High Density Residential District), the general location being shown on the attached Exhibit A.} (Dearing Road)  
**{Public Hearing Date August 3, 2021}**
4. Ordinance No. \_\_\_\_\_  
Entitled an Ordinance to Close and Vacate Certain Rights-of-Ways within the City of Morristown. {Collegewood Drive public right-of-way, the general location being shown on the attached Exhibit A.}  
**{Public Hearing Date August 3, 2021}**

**9-c. Awarding of Bids/Contracts**

1. Approval to purchase a 2020 Saber-35346 Rescue Pumper Fire Truck from G&W Diesel Service Inc. (Pierce Manufacturing) in the amount of \$560,000.00 (PO#22000220) via Sourcewell Contract #022818-PMI.
2. Approval to award the best and lowest bid to Stansell Electric Co. Inc. in the amount of \$28,350 for the Runway Lighting Regulator replacement at the Morristown Regional Airport.
3. Acceptance of the FY2022 Airport Maintenance Grant Contract between the City of Morristown and Tennessee Department of Transportation (TDOT) in an amount of \$15,000; this is a 5% local match grant.
4. Approval to make application for the 2021 Justice Assistance Grant \$16,885; no local match required.

**9-d. Board/Commission Appointments**

1. Council's consideration of Mayor Chesney's nomination to the Morristown Utility Commission for a five (5) year term to expire on July 31, 2026. Term expiring George McGuffin.

**9-e. New Issues**

1. Approval of hiring of one Entry Level Police Officer for the Morristown Police Department.

**10. CITY ADMINISTRATOR'S REPORT**

**11. COMMUNICATIONS/PETITIONS**

**This is the portion of the meeting where members of the audience may speak subject to the guidelines provided.**

**12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES**

**13. ADJOURN**

**WORK SESSION  
Post-Meeting Work Session  
July 20, 2021**

1. Traffic Calming Devices, Patch Policy and Street Paving List

### City Council Meeting/Holiday Schedule.

July 20, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 20, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 3, 2021	Tuesday	3:30 p.m.	Finance Committee Meeting
August 3, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 3, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 17, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 17, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 6, 2021	Monday		City Employee’s Holiday – Labor Day
September 7, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 7, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 21, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 21, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 5, 2021	Tuesday	3:30 p.m.	Finance Committee Meeting
October 5, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 5, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 19, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 19, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 2, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 2, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 16, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 16, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 25-26, 2021	Thurs/Fri		City Employee’s Holiday – Thanksgiving Holiday
December 7, 2021	Tuesday	3:30 p.m.	Finance Committee Meeting
December 7, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 7, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 21, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 21, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 24, 2021	Friday		City Employee’s Holiday – Observance of Christmas Day

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
JULY 6, 2021**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, July 6, 2021, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present: Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith.

Councilmember A'Hearn led in the invocation and "Pledge of Allegiance".

Councilmember Smith made a motion to approve the June 15, 2021 minutes as circulated. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for citizens comments related to Agenda items. No one spoke.

A Public Hearing was held relating to Ordinance No. 3690; No one spoke.

Councilmember Smith made a motion to approve Ordinance No. 3690. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 3690**

**Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 032025 08801, from A1 (Agriculture-Forestry District) to R2 (Medium Density Residential District) Old Liberty Hill Road}.**

The required annual Public Hearing was held pertaining to Public Chapter 1101 regarding Plan of Services and Progress Report for the following annexation ordinance; no one spoke.

**Ordinance No. 3657**

**Annexation of properties located between Highway 25-E and Morelock Road having the Hamblen County Tax Parcel ID # 032025 15916 and # 032025 15612 with the Zoning Designation of Intermediate Business, IB. Adopted September 1, 2020.**

**Ordinance No. 3663**

**Annexation of Lot 3 of Alpha Heights Subdivision, Phase 2, currently addressed as 185 Brady Drive, having Hamblen County Tax Parcel ID # 048H A 00700 000. Adopted December 1, 2020.**

July 6, 2021

**Ordinance No. 3661**

**Annexation of portion of Hamblen County Tax Parcel ID# 025 160.00, located east of Morelock Road (Green Hills Subdivision). Adopted December 15, 2020.**

Councilmember Senter made a motion to approve Resolution No. 1-22.  
Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

**Resolution No. 1-22**

**A Resolution of the City Council of Morristown, Tennessee authorizing the City of Morristown to participate in Public Entity Partners "Safety Partners" Matching Grant Program.**

Councilmember Pedigo made a motion to approve Resolution No. 2-22.  
Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

**Resolution No. 2-22**

**Initial Resolution Authorizing the Issuance of not to exceed Seventeen Million Seven Hundred Fifty Thousand Dollars (\$17,750,000) General Obligation Bonds of the City of Morristown".**

Councilmember A'Hearn made a motion to approve Resolution No. 3-22.  
Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

**Resolution No. 3-22**

**Resolution Authorizing the Issuance of General Obligation Bonds of the City of Morristown, Tennessee in the Aggregate Principal Amount of not to exceed \$38,000,000 in one or more Series; Making Provision for the Issuance, Sale and payment of said Bonds, establishing the terms thereof and the Disposition of Proceeds Therefrom; and Providing for the Levy of Taxes for the Payment of Principal of, Premium, if any, and Interest on the Bonds.**

Councilmember Smith made a motion to approve the best and lowest bid submitted by Summers-Taylor, Inc. for Asphalt Resurfacing and Sidewalk Maintenance. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the proposal submitted by Knoxville-Knox County Community Action Committee (CAC) for the City's Homeowner Rehab and Emergency Repair Programs and allow the City Administrator to negotiate and enter into a contract with CAC. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

July 6, 2021



Councilmember Pedigo made a motion to approve the FY22 Local Government Direct Appropriation Grant Letter of Agreement in the amount of \$345,336. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to renew the existing Brokerage/Consulting Agreement with Mark III Employee Benefits for one additional year. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the Temporary Workspace Agreement between City of Morristown and East Tennessee Natural Gas, LLC. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the Inspection and Maintenance Agreement between the City of Morristown and Hudson Morristown Real Property LLC for the property described as Honda of Morristown. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the hiring of Jason Alexander and Sebastian Barnes as Entry Level Officers for the Morristown Police Department. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

City Administrator Tony Cox reported on Line Item Transfers from the General Fund #110. He then reported of the favorable results of TDEC’s Compliance Evaluation Inspection – Small MS4 of the City’s Stormwater Program.

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided; Nigel Reid, Linda Noe and Gwen Holden spoke.

Mayor Gary Chesney adjourned the July 6, 2021 Morristown City Council meeting at 5:28 p.m.

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Mayor

Attest:

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City Administrator

July 6, 2021

# APPROPRIATION ORDINANCE

Ordinance Number: 3689.01

TO AMEND ORDINANCE NUMBER 3689, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR FISCAL YEAR 2021-2022 AND TO APPROPRIATE ADDITIONAL FUNDS TOTALING \$70,962; APPROPRIATE FUNDS TO THE POLICE DEPARTMENT THAT WERE RECEIVED FROM THE SALE OF CONFISCATED WEAPONS.RE-APPROPRIATE FUNDS FOR TWO (2) PARKS & RECREATION TRUCKS THAT WERE ORIGINALLY BUDGETED IN FISCAL YEAR 2021, HOWEVER, DUE TO THE EFFECTS OF COVID THE MANUFACTURER WOULD NOT ACCEPT THE ORDER.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3689 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2021-2022 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUE	FUND BALANCE	EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Fund Balance	110.27100	Unassigned Fund Balance		\$ 52,000		
General (#110)	Parks & Recreation - Maintenance	44430.971	Motor Equipment			\$ 52,000	
General (#110)	Fund Balance	110.26490	Assigned For Other Purposes		\$ 18,962		
General (#110)	Police - Patrol	42120.416	Munitions			\$ 18,962	
			Totals	\$ -	\$ 70,962	\$ 70,962	\$ -

PASSED ON FIRST READING THIS 20th Day of July 2021

\_\_\_\_\_  
Mayor Signature

ATTEST:

\_\_\_\_\_  
City Administrator Signature

PASSED ON SECOND READING THIS 3rd Day of August 2021

\_\_\_\_\_  
Mayor Signature

ATTEST:

\_\_\_\_\_  
City Administrator Signature



# The City of Morristown

## Community Development & Planning



TO: Morristown City Council  
Tony Cox, City Administrator  
FROM: Lori Matthews, Senior Planner  
DATE: July 20<sup>th</sup>, 2021  
REQUEST: Rezoning Request from R-2 to LI

### **SUBMITTAL:**

Owner Jason Leffew is asking to rezone a portion of his property from R-2 (Medium Density Residential) to Light Industrial (LI). The property is located off Buffalo Trail, just past (the former) Panther Steel Company.

Mr. Leffew told staff he has operated a construction business from his house, located at 2161 Buffalo Trail. To Staff's knowledge, no home occupation permit was ever applied for, or approved.

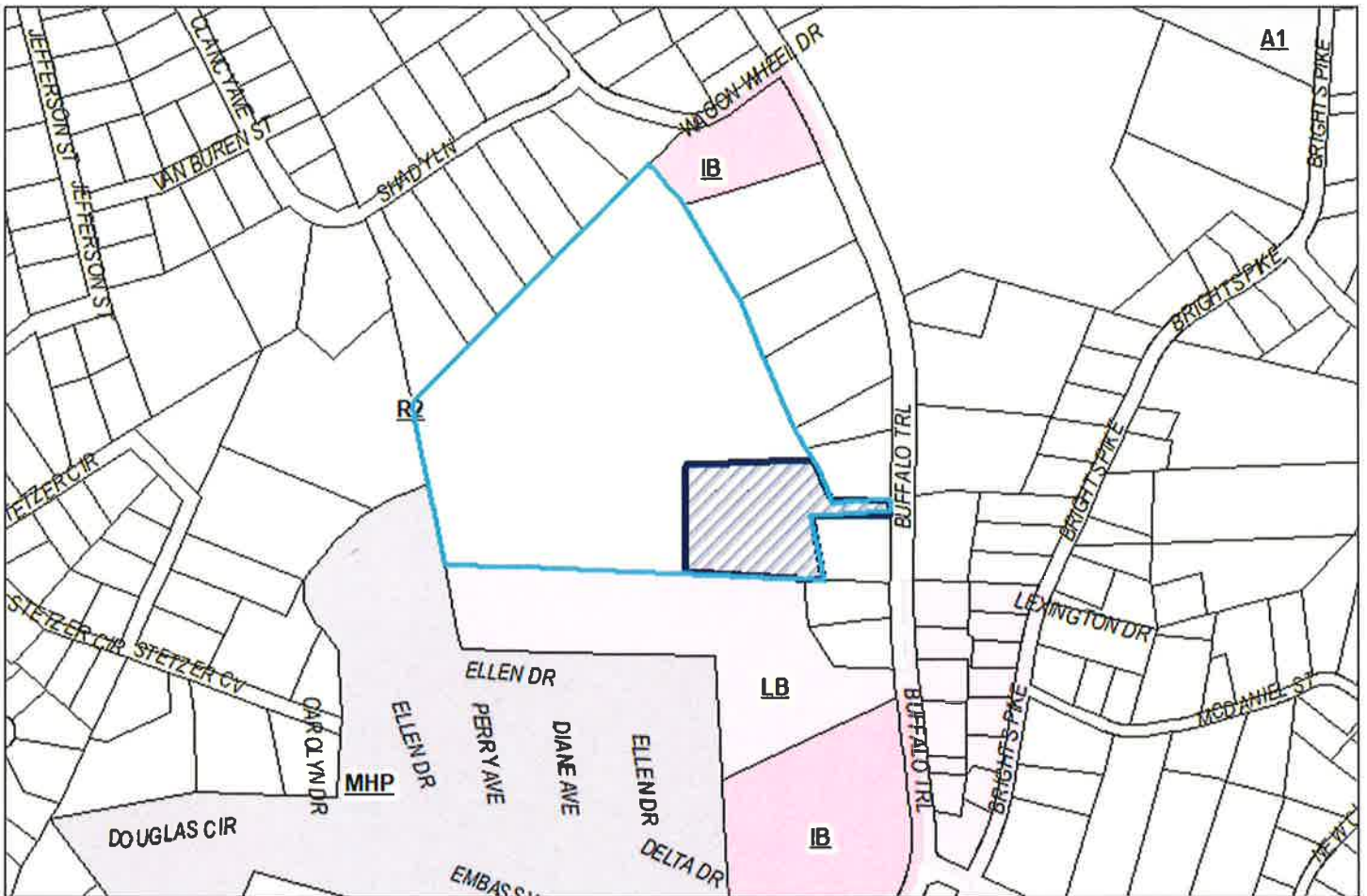
Panther Steel, zoned Local Business (LB), adjoins the subject property to the south; residential zoning and housing to the north and east; the remainder of the 16 acre property, zoned R-2 is to the west. While Panther Steel is an industrial use, the property is zoned Local Business. If ever redeveloped, used permitted under this zoning designation would have little to no impact to any of the surrounding residential properties, unlike a construction company running large equipment to and from a property.

In December 2019, Mr. Leffew submitted an application to construct a (residential) driveway, which would provide ingress/egress to a 16 acre tract which adjoins his house to the rear. Grading and logging of the property commenced soon after. Calls were then received by this office, with complaints of mud/debris being carried onto Buffalo Trail, due to construction activity. Michael Poteet, the City Stormwater Manager, met with Mr. Leffew on-site, and informed him that he needed to get in touch with the Planning Department regarding his proposed use. This department was not contacted at that time by Mr. Leffew. At the end of 2020, a certified letter was sent to Mr. Leffew, stating his property was zoned for residential use, and a construction business or laydown yard could not be located there. No response was given by Mr. Leffew. Another letter was generated to the property owner, in March of 2021. Again, the Planning Department did not hear from the property owner, until, after he was cited into court, the hearing delayed until the outcome of his rezoning request has been made.

### **RECOMMENDATION:**

Staff feels this zoning request to be incompatible with the surrounding properties and uses, the negative impacts of a construction laydown yard being many, to the surrounding residences; therefore Staff would ask the Planning Commission to recommend this request be denied to City Council.

\*If the request is approved by City Council, the applicant will be required to provide a subdivision plat of the property, showing the subject area as a separate lot.



Current Zoning Map with Subject Property Highlighted



Circa 2019 Aerial Photography of Subject Property



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

{Rezoning of a portion of Hamblen County Tennessee Tax Parcel ID # 032025 02201 from  
R2 (Medium Density Residential District) to LI (Light Industrial), the general location being  
shown on the attached exhibit A.}

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No.  
2092 be and the same hereby is amended so as to provide that the following described real estate  
be rezoned from R2 (Medium Density Residential) District to LI (Light Industrial) District;

*BEING approximately 2.5 acres of Hamblen County Tennessee Tax Parcel ID # 032025  
02201, located in the southeast corner of the property, having a 50 foot access to Buffalo  
Trail;*

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

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

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

Passed on first reading the 20th day of July, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

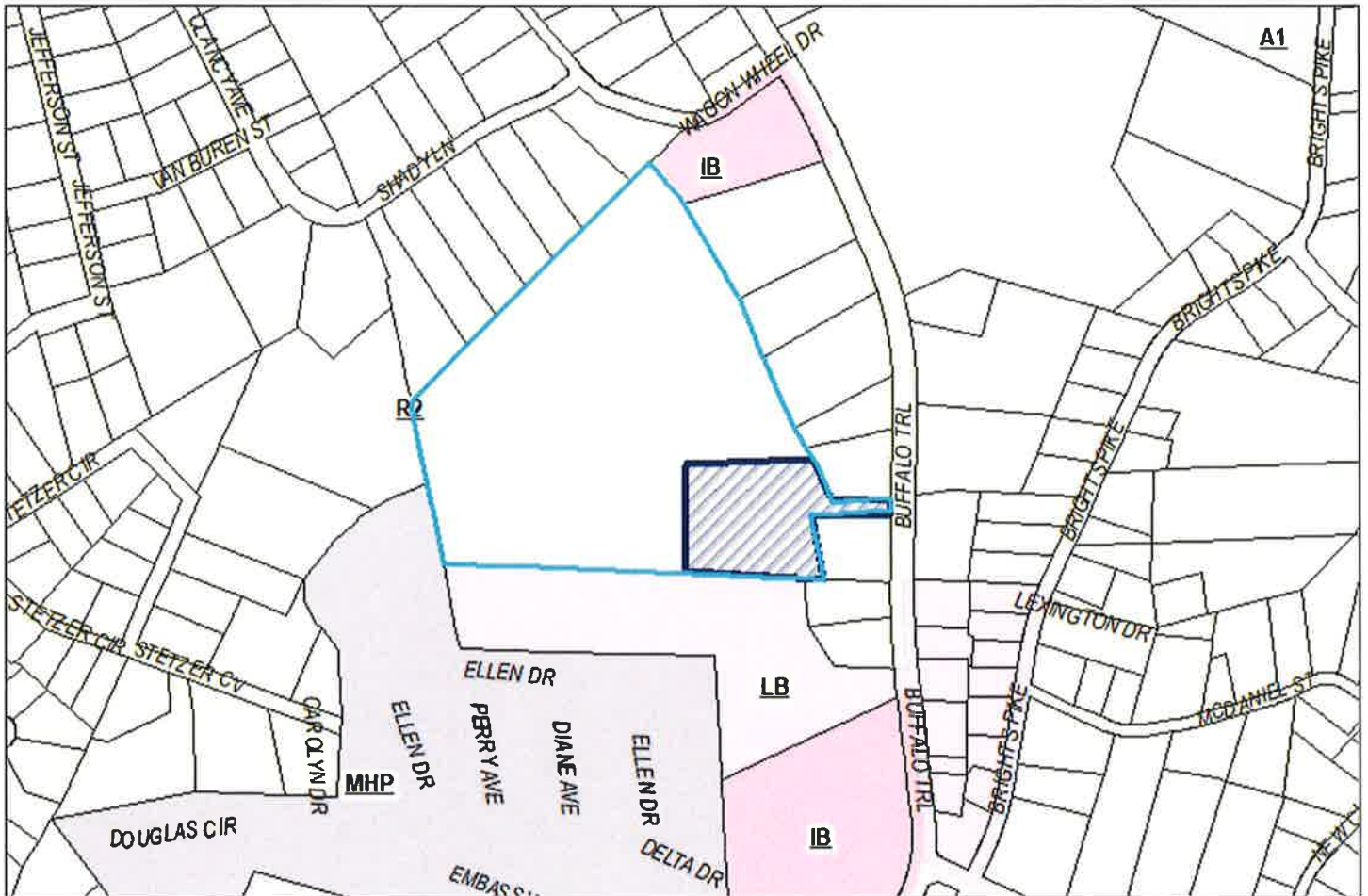
Passed on second and final reading the 3<sup>rd</sup> of August, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator


Subject Area shown as crosshatched  
**Exhibit A:**



# The City of Morristown

## Community Development & Planning



TO: Morristown City Council  
FROM: Josh Cole, Planner   
DATE: July 20<sup>th</sup>, 2021  
SUBJECT: Dearing Road Rezoning HI to R3

### **BACKGROUND:**

This is a request from the applicant, Mr. Tim Wild, to rezone a parcel located at 5080 Dearing Road from Heavy Industrial (HI) to High Density Residential (R3).

This parcel is 0.90 acres in size and currently contains a single-family house. The adjoining property that surrounds it on this side of Dearing Road was recently rezoned from HI to R3. If this rezoning is approved, the applicant has stated that this parcel will be included as part of a single-family subdivision they are seeking to develop. It has vacant property to the north, west, and south and Living Promise Lutheran Church to the east across Dearing Road.



Prior to any development on this site, the developer will have to submit a plan that meets all city requirements.

### **RECOMMENDATION:**

As noted above, the adjoining property was recently rezoned to R3 as the owner is seeking to develop a residential subdivision, so rezoning this parcel to R3 to be included in this potential development is consistent with the previous decision. Additionally, most of the properties along this road and to the north contain residential units. Thus, staff recommends approval of this request.

Planning Commission voted 8-0 in support of this request at their July monthly meeting.



ORDINANCE NO. \_\_\_\_\_,

ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B.

*{Rezoning of Hamblen County Tennessee Tax Parcel ID # 032048 04300, from HI (Heavy Industrial District) to R3 (High Density Residential District), the general location being shown on the attached exhibit A.}*

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from HI (Heavy Industrial District) to R3 (High Density Residential District);

*START on concrete monument at the northwest intersection of the rights-of-way of Highway 160 and Dearing Road; thence, North 22 deg. 31 min. 41 sec. East 451.30 feet to iron pin in the West right-of-way of Dearing Road and POINT OF BEGINNING; thence South 88 deg. 20 min. 00 sec. West 195.20 feet to an iron pin; thence, North 09 deg. 46 min. 53 sec. West 134.18 feet to an iron pin; thence, North 76 deg. 40 min. 26 sec. East 283.64 feet to an iron pin in the West right-of-way of Dearing Road; thence, with said right-of-way South 16 deg. 50 min. 22 sec. West 200.53 feet to an iron pin and POINT OF BEGINNING. Containing 0.8621 acres, more or less, according to survey of William H. Shockley, TRLS 973 dated August 2, 2007.*

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used for High Density Residential District (R3) uses exclusively.

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

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

Passed on first reading the 20th day of July 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

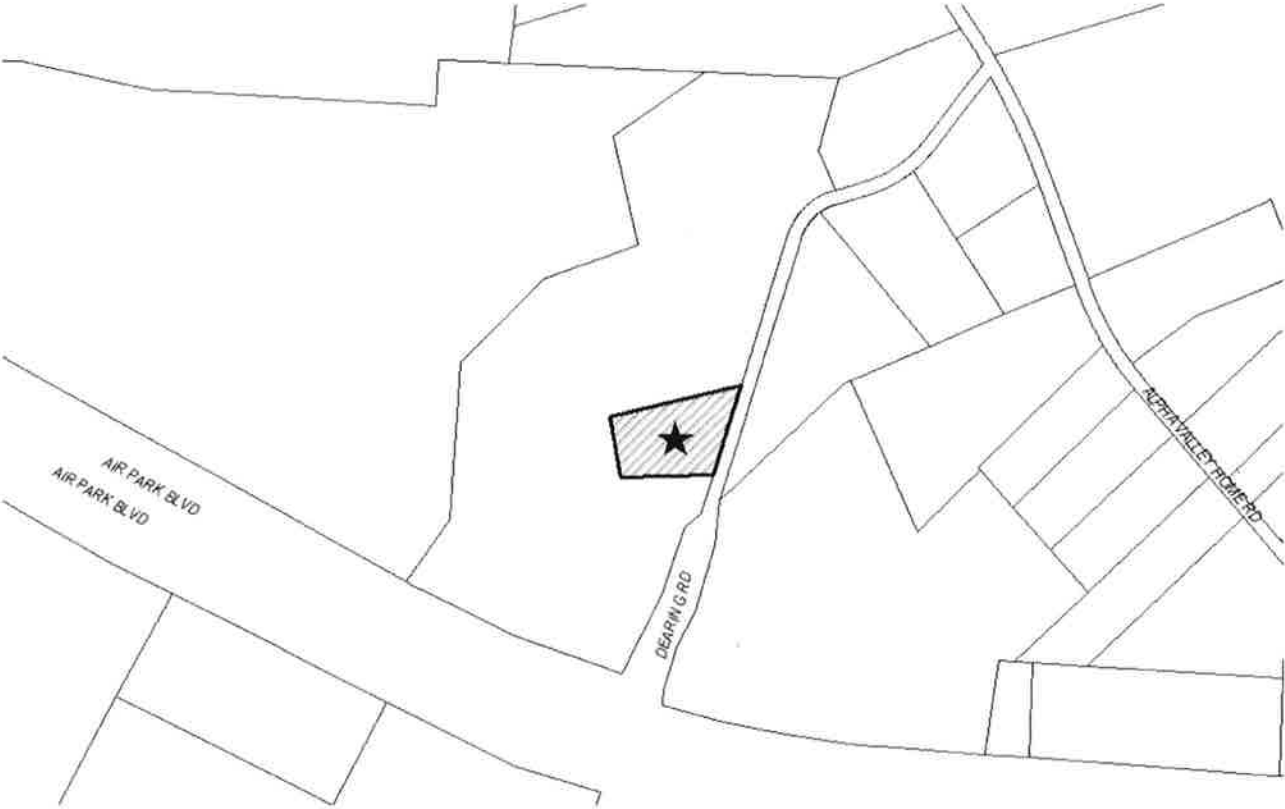
Passed on second and final reading the 3rd day of August 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

Exhibit A:



# The City of Morristown

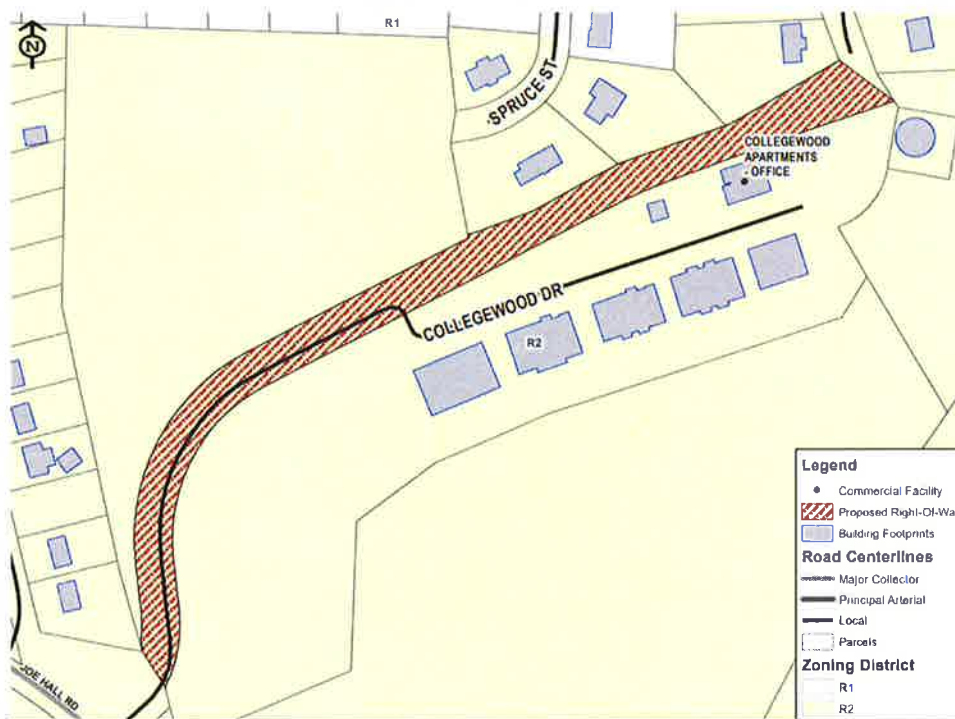
## Community Development & Planning



TO: Morristown City Council  
FROM: Josh Cole, Planner  
DATE: July 20<sup>th</sup>, 2021  
SUBJECT: Collegewood Drive Right-of-Way Closure Request

### **BACKGROUND:**

Staff has received a request to abandon the public right-of-way of Collegewood Drive. The requested closure is from the northern portion of the Joe Hall Road public right-of-way to the eastern right-of-way of Pritchard Drive. This road was constructed to serve the apartments located on this road and it currently only serves properties owned by Collegewood Apartments INC. It should be noted that approximately half of the right-of-way is an undeveloped grass strip.



### **RECOMMENDATION:**

Since this right-of-way only impacts one property owner along with half of the right-of-way being undeveloped, staff recommends approval of the right-of-way abandonment request.

Planning Commission voted 8-0 in support of this request at their July monthly meeting.

ORDINANCE NO. \_\_\_\_\_

ENTITLED AN ORDINANCE TO CLOSE AND VACATE CERTAIN RIGHTS-OF-WAYS WITHIN  
THE CITY OF MORRISTOWN

*{Collegewood Drive public right-of-way, the general location being shown on the attached Exhibit A.}*

SECTION I. WHEREAS, the City Council of the City of Morristown has the power to, when expedient, close, vacate and abandon rights-of-way within the municipality; and

WHEREAS, the following action is deemed to be in the best interest of the municipality;

NOW THEREFORE:

SECTION II. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN that the following right-of-way is hereby closed, vacated and abandoned:

*Beginning at the point of intersection of the western boundary of Collegewood Drive right-of-way, the northern boundary of Joe Hall Road right-of-way, and Parcel 024.00 of Hamblen County Tax Map 034N Group G and heading in a northeasterly direction along the boundary of Collegewood Drive right-of-way to the intersection of said right-of-way, Pritchard Drive right-of-way, and Parcel 008.00 of Hamblen County Tax Map 034N Group E; thence in an southeasterly direction along the eastern boundary of Collegewood Drive right-of-way to the point of intersection of said right-of-way with Parcel 031.02 of Hamblen County Tax Map 034; and Parcel 031.01 of Hamblen County Tax Map 034; thence in a southwesterly direction along the boundary of Collegewood Drive right-of-way to the point of intersection of said right-of-way, Joe Hall Road right-of-way, and Parcel 031.01 of Hamblen County Tax Map 034; thence in a northwesterly direction along the shared boundary of Collegewood Drive right-of-way and Joe Hall Road right-of-way to the point of beginning.*

SECTION III. BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith be, and the same are, hereby repealed.

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

Passed on first reading the 20th day of July 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

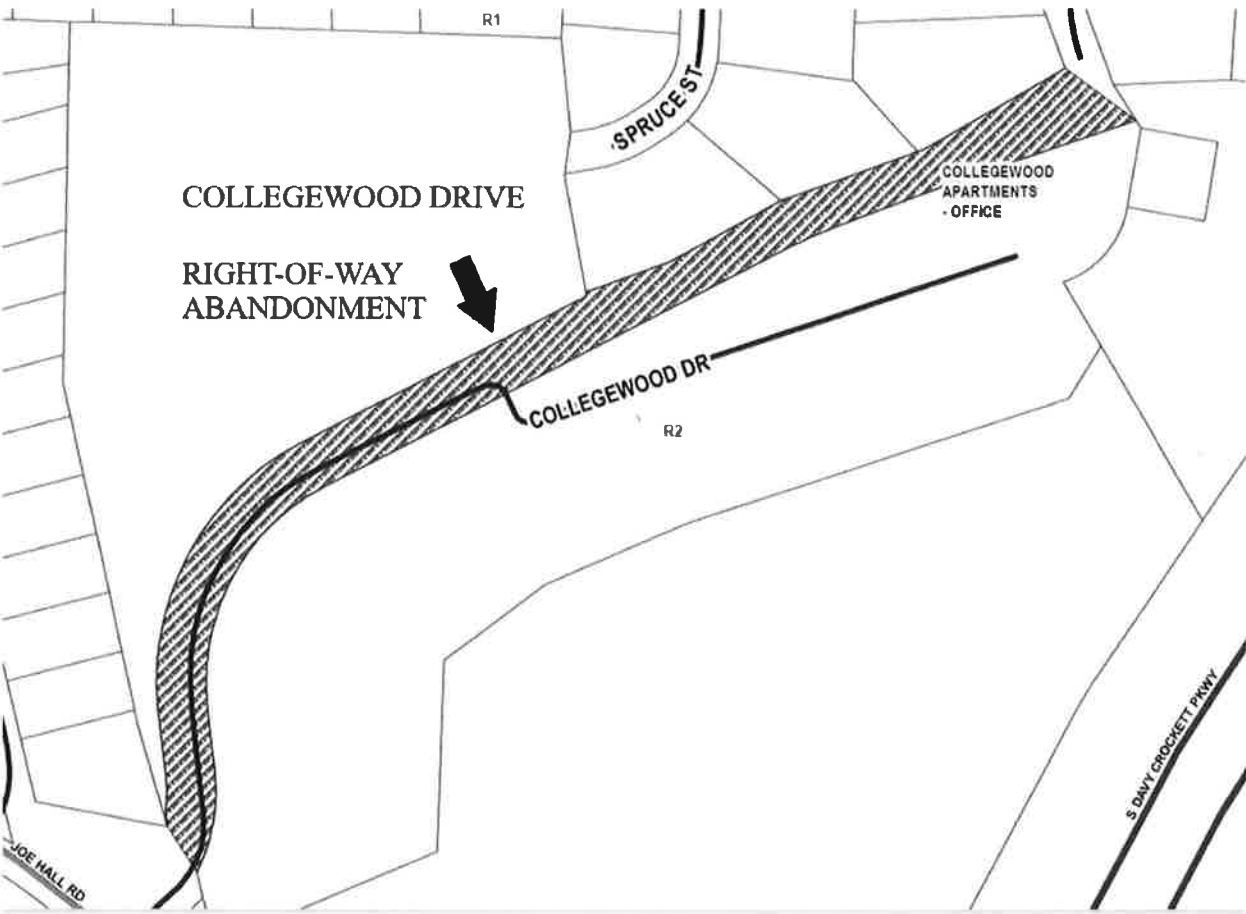
Passed on second and final reading the 3rd day of August 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

Exhibit A:





**CITY OF MORRISTOWN**  
PURCHASING DIRECTOR

P.O. Box 1499  
Morristown, TN 37815-0647  
Phone: (423) 585-4622 Fax: (423) 585-4687

# Purchase Order

Fiscal Year 2022

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22000220-03**

*Retain this purchase order for proof of tax exemption.*

**Tax Exempt #62-6000369**

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G & W DIESEL / EVS MIDSOUTH  
892 KANSAS STREET  
PO BOX 257  
MEMPHIS, TN 38106-0257

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City of Morristown  
100 W 1ST N STREET  
aahl@mymorristown.com  
MORRISTOWN, TN 37814

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference/Contact	
865-387-5666		901-946-4754	22000335	CLARK TAYLOR	
Date Ordered	Vendor Number	Date Required	Interoffice Delivery		Department/Location
07/13/21	006059				41610
Item#	Description/Part No.		Qty/Unit	Cost Each	Extended Price
001	2020 SABER-35346 RESCUE PUMPER FIRE TRUCK SOURCEWELL CONTRACT NO. 022818-PMI COUNCIL APPROVAL DATE: JULY 20, 2021 42240-971		1.00 EACH	560000.000000	560,000.00
				PO Total	560,000.00

The City of Morristown is an equal  
employment / affirmative action  
employer EOE / AA

Authorized Signature

Date

[Return to Agenda](#)

**VENDOR COPY**

Authorized Signature

Date



**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**



Company Name: **PIERCE MANUFACTURING INC.**

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS							
P.26 / 7.12	Trade In value negotiated with Vendor	Trade In would be negotiated with the Pierce Dealer.	Accept.							
P.17 / 5.45	Shipping Charges	Shipping Charges not included in the base specification pricing	Accept as clarification.							
p.22 / 6.23.1	Commercial General Liability	Each authorized Pierce Dealer is responsible for General Liability and Pierce Manufacturing Inc. will provide Product Liability and Umbrella/Excess Liability Insurance.	Accept.							
<p><u>PRODUCT LIABILITY INSURANCE</u></p> <p>The manufacturer shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of Product Liability insurance:</p> <table> <tr> <td>Each Occurrence</td> <td>\$1,000,000</td> </tr> <tr> <td>Products/Completed Operations Aggregate</td> <td>\$1,000,000</td> </tr> </table> <p><u>UMBRELLA/EXCESS LIABILITY INSURANCE</u></p> <p>The manufacturer shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:</p> <table> <tr> <td>Each Occurrence:</td> <td>\$25,000,000</td> </tr> <tr> <td>Aggregate:</td> <td>\$25,000,000</td> </tr> </table>		Each Occurrence		\$1,000,000	Products/Completed Operations Aggregate	\$1,000,000	Each Occurrence:	\$25,000,000	Aggregate:	\$25,000,000
Each Occurrence	\$1,000,000									
Products/Completed Operations Aggregate	\$1,000,000									
Each Occurrence:	\$25,000,000									
Aggregate:	\$25,000,000									
p.23 / 6.26	Subcontractors									

Proposer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**NJPA's clarification on exceptions listed above:**



**Contract Award**  
**RFP #022818**



**FORM D**

**Formal Offering of Proposal**  
(To be completed only by the Proposer)

FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for FIREFIGHTING APPARATUS, WITH RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: **PIERCE MANUFACTURING INC.**

Date: **FEBRUARY 19, 2018**

Company Address: **2600 AMERICAN DRIVE**

City: **APPLETON**

State: **WI**

Zip: **54914**

GE Code/Duns & Bradstreet Number: **00-607-0445**

Contact Person: **MICHAEL E. PACK**

Title: **VICE PRESIDENT, FINANCE, FIRE & EMERGENCY**

Authorized Signature: \_\_\_\_\_

A handwritten signature in blue ink, appearing to read "Michael E. Pack", is written over a horizontal line.

**MICHAEL E. PACK**  
(Name printed or typed)

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 022818-PMI

Proposer's full legal name: Pierce Manufacturing Inc.

**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be April 16, 2018 and will expire on April 16, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette  
(NAME PRINTED OR TYPED)

Awarded on April 16, 2018

NJPA Contract # 022818-PMI

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Pierce Manufacturing Inc.

Authorized Signatory's Title VP Finance

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

Michael E Pack  
(NAME PRINTED OR TYPED)

Executed on April 20, 2018

NJPA Contract # 022818-PMI

**PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: **PIERCE MANUFACTURING INC.**

Address: **2600 AMERICAN DRIVE**

City/State/Zip: **APPLETON, WI 54914**

Telephone Number: **920-832-3000**

E-mail Address: **SALESSUPPORT@PIERCEMFG.COM**

Authorized Signature: \_\_\_\_\_

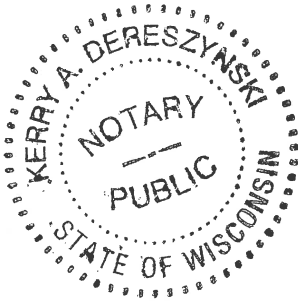


Authorized Name (printed): **MICHAEL E. PACK**

Title: **VICE PRESIDENT, FINANCE, FIRE & EMERGENCY**

Date: **FEBRUARY 19, 2018**

Notarized



Subscribed and sworn to before me this 26<sup>th</sup> day of February, 2018

Notary Public in and for the County of Winnebago State of Wisconsin

My commission expires: 9/15/21

Signature: Kerry A. Dereszynski





## Form P

### PROPOSER QUESTIONNAIRE

#### Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: **PIERCEMANUFACTURING INC.**

Questionnaire completed by: **KRISTINA SPANG**

### PAYMENT TERMS & FINANCING OPTIONS

- 1) What are your payment terms (e.g., net 10, net 30)?

All sales of Pierce apparatus are sold through the authorized Pierce dealers.

Payment terms are Cash on Delivery (COD) or prepayment unless otherwise agreed upon by the Pierce dealer.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use to make certain acquisitions?

The same logic behind our custom chassis applies to our financial services: Tailor the product to the department, not the other way around. Through the Pierce Financial Solutions program, PNC Equipment Finance provides the industry's most extensive line of lease plans for fleet replacement. With industry-leading tax-exempt rates, zero documentation fees, flexible payment plans and quick approvals that can bypass voter referendums, we make it easy to get behind the wheel of your new Pierce.

#### **Lease Purchase Plan**

With a lease purchase plan, you can purchase the apparatus gradually over time. This allows you to use available capital for operations or other needs. At the end of the lease, you can purchase the apparatus for just \$1. Terms for this plan range from 2 to 15 years (10 years for apparatus with commercial chassis).



#### **Choose a lease purchase if:**

You prefer ownership of the apparatus and need to spread capital costs over time.

#### **Turn-In Lease Plan**

The turn-in lease plan contains a "balloon payment" for the estimated resale value of the apparatus at the end of the lease. A department has two options at lease term:

1. Purchase the apparatus by paying off or refinancing the "balloon payment."
2. Return the apparatus to Pierce and lease a new Pierce apparatus (Pierce pays off the "balloon payment").

Terms for this plan range from 2 to 10 years. This lease contains mileage and apparatus condition provisions, with 10,000 and 15,000 annual mileage options available.



#### **Choose a turn-in lease if:**

You want to pay for the use of the apparatus over the lease term and need a flexible, cost-effective fleet management program.

#### **Program Benefits**

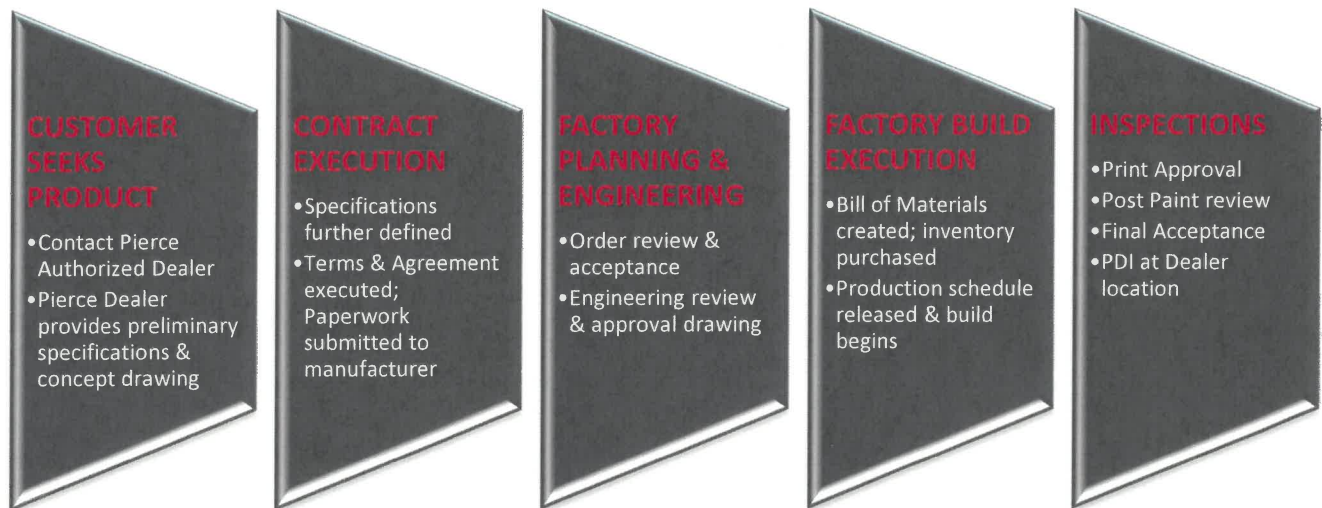
- All departments qualify
- Highly competitive tax-exempt interest rates
- 100% financing with no documentation fees
- Flexible payment plans
- One year deferred payment plans
- Prepay program that lowers payments while eliminating interest rate risk
- Dedicated Account Executive to assist you through the entire financing process



- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

The Pierce authorized dealer will accept all purchase orders; however, every sale is configured in the Pierce customized truck configurator, Pulse. This sales tool includes the corresponding cooperative procurement option applicable to the sale. This option is used to generate monthly audits that Pierce performs with their dealer network as well as generate the quarterly required reports sent direct to the contracting agency.

Pierce requests to provide all reports to NJPA for a sole source contact along with all payments on behalf of our Pierce dealers to NJPA. This provides ease for all parties involved.



- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

NO

## **WARRANTY**

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Pierce, the “manufacturer”, warrants each newly manufactured fire apparatus to the original end user/purchaser of specified periods stated below from the date of delivery.

The standard Cab & chassis warranty provides a one-year warranty that warrants against defects in product, workmanship, and/or design. This warranty shall apply provided the vehicle is properly maintained.

Nothing contained in this warranty shall make the Manufacturer liable beyond the express limitations hereof, for loss, injury, or damage of any kind to any person or entity resulting defect or failure of the product (except as covered by Product liability insurance).

<b>COMPONENT</b>	<b>WARRANTY</b>	<b>COMPONENT</b>	<b>WARRANTY</b>
Cab & Chassis	1 YEAR	Apparatus Body – parts and labor	1 YEAR
Chassis frame rails	LIFETIME	Apparatus Body - paint	10 YEARS PRORATED
Engine	MANUFACTURER'S	Apparatus Body - structural	10 YEARS
Transmission	MANUFACTURER'S	Aerial Device - structural	10 YEARS
Fire Pump	MANUFACTURER'S	Aerial Device – hydraulic components	3 – 5 YEARS
Fire Pump Panel Gauge	1 YEAR	Aerial Device – parts and labor	1 YEAR
Water Tank	LIFETIME	Aerial Device - waterway	1 YEAR

The Manufacturer's warranty shall not apply to the following:

- Wear items
- Normal adjustments and maintenance services.
- Failures resulting from the product being operated in a manner not in accordance with the operation manual or for a purpose not recommended by the Manufacturer.
- Any product which shall have been repaired, modified, or altered in any way to have been adversely affected the unit's stability or reliability.
- Items subjected to misuse, negligence, accident, or improper maintenance.
- Loss of time or use of the product, inconvenience or other incidental expenses.

The authorized Pierce dealer manages all warranty issues on behalf of the end customer. The Pierce dealer utilizes an online claim filing system known as One Warranty for claim processing. Pre-approval for a claim or request for credit (post- correction claim) can be filed via the One Warranty system in the event a warrantable failure is found.

All Standard and Extended Warranty claims are subject to specific Standard and Extended Warranty guidelines. Specific warranties exist for particular makes, models, chassis, options, etc. for Pierce products. Specific warranty bulletins are provided at time of sale to the end customer.

<< WARRANTY SAMPLE LISTING ENCLOSED >>

- Do your warranties cover all products, parts, and labor?

Our one-year bumper to bumper warranty cover all product, parts and labor.

Select basic warranty certificates attached for review.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

We do have some base and extended warranties that have mileage limitations set to them.

Examples of base warranties are our structural warranties which carry a 100,000-mile limit.

Extended warranties carry various mileage limits based on the specific coverage.

Paint warranties are prorated based on age of the unit.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Warranty is managed through our Pierce authorized dealers and dealer travel expenses are covered per our established internal One Warranty guidelines.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

Pierce Manufacturing Inc and our authorized Dealers pride ourselves on our ability to service and support our product wherever it may be located.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Major components installed but not manufactured by Pierce are covered under original equipment manufacturer's warranties passed through to end user/customer. These include, but are not limited to, engine, transmission, water pump, ABS, and axles.

#### Component Warranties

In some cases, suppliers will offer warranties beyond the Pierce one-year Warranty. Warranties provided by individual suppliers other than Pierce apply after the one-year vehicle warranty. Pierce does not administer all individual supplier warranties and per the supplier are to be addressed directly with the supplier themselves.

- What are your proposed exchange and return programs and policies?

Pierce offers a return/exchange program for aftermarket parts only to the purchaser (Pierce dealer) and the dealer may extend this and other terms and conditions to the end customer.

#### Aftermarket Parts Warranty

Pierce warrants the purchaser that the parts sold by aftermarket be free from defects in product and workmanship for the period of six months from the delivery of the product. This Parts Warranty does not include freight, labor, travel, or markup. It is a part warranty only.

#### Return of Defective Parts

If parts used in the repair of an apparatus are required to be returned to Pierce, Dealers will receive notification. Dealers have up to 30 days to return the defective component or the warranty claim will be rejected.

## 6) Describe any service contract options for the items included in your proposal.

Authorized Pierce dealers may offer service contracts for preventative maintenance purposes.

No service contracts are included in this proposal.

## **PRICING, DELIVERY, AUDITS, & ADMINISTRATIVE FEE**

### **7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.**

Pierce is offering an array of fire apparatus to meet the customer's needs across the US and Canada, including Hawaii and Alaska.

Our product portfolio includes the industry standard categories: Custom and Commercial Pumper products Aerial products, Rescue products, Tanker products, and Specialty vehicles.

#### **CUSTOM AND COMMERCIAL PUMPER PRODUCTS**

Pumper products include commercial and custom chassis with varying body sizes, pump rates, water tank capacity, and pump module style.

#### **AERIAL PRODUCTS**

Aerial products include ladders, platforms, and tillers. These provide ladder lengths ranging from 61' – 110'. Selections will include various axle configurations, pumping rates, ladder styles, and material.

#### **RESCUE PRODUCTS**

Rescue products will include commercial and custom chassis offerings along with a walk-in or non-walk-in style.

The configuration capabilities vary but includes: capacity to integrate complex A /V, network and radio systems, air tool systems, breathing air systems with compressors, hydraulic rescue tool systems and winching capabilities, crew seating with storage, and custom fabricated shelves and trays.

#### **TANKER PRODUCT**

Tanker products offer a dual role of water transport and on-the-spot firefighting. Pierce offers Elliptical tankers, Tanker/Pumper models, Dry side and Wet side styles to choose from. Each tanker is custom designed to accommodate the fire department's water, foam and equipment storage needs. Pierce Tankers feature solid, lightweight, corrosion-free polypropylene tanks. The tanks are form-fitted specifically for Pierce vehicles and come with a lifetime warranty.

#### **SPECIALTY VEHICLES**

Specialty vehicles are those unique vehicles that have a purpose in which just one may be needed. Specialty vehicles may range from a mini-pumper to a Wildland Type III vehicle.

### **8) Describe your pricing model (e.g., line-item discounts or product-category discounts).**

The pricing model that Pierce is applying to this RFP will be the combination of line item pricing for the base specifications outlined in detail following and a percentage discount for catalog options.

The combination approach best suits the end user/NJPA member as it provides an easy to understand price for the base model product that they are seeking while providing them the extensive array of options to add to customize the apparatus to their specific needs, regional requirements, and technology needs.

The volume of options Pierce offers (over 140,000 and growing) does not make it user friendly or in the best interest of Pierce to publish. Pierce has manufactured over 62,000 fire apparatus and the majority are unique compared to the next.

The combination approach provides a basis to start with a published contract price with the flexibility to customize options with an established discount.

Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

The Line Item Pricing items are provided in an attached Excel document identified as follows:

- Product Category
- Identification ID#
- Product Description
- Product Attributes
- List Price
- Line Item (Contract) Price

The Percentage Discount items are applicable to the unpublished options added to the published base specification with a discount of 5.5% off List

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The pricing presented in this proposal represents a 5.5% discount from Pierce's List price for unpublished options.

- 10) The pricing offered in this proposal is

\_\_\_\_\_ a. the same as the Proposer typically offers to an individual municipality, university, or school district.

☒ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

\_\_\_\_\_ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

\_\_\_\_\_ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

**Multi-Unit Purchase Discount:**

Additional discounts may be available for identical multi-unit purchases. Discount varies dependent upon the number of identical units, the configuration of the units, and will be handled on a case by case basis.

**Pre-Payment Discount**

Discount amount varies dependent upon apparatus price, delivery schedule, extent of pre-payment, and applicable rate. If elected, payment for the entire contract amount is due within thirty (30) days of contract execution. This deduction is in addition to all other discounts listed above. If this option is elected, final payment for any changes processed during manufacturing is due prior to the unit leaving the factory for delivery.



### Payment & pricing options:

Chassis Progress Payment Discount: Discount of approximately 2.5% to 3% of the custom chassis price is offered if a chassis progress payment is made three (3) months prior to the RFP (ready for pick up from the factory) date. Example: Chassis progress payment in the amount of \$220,714.00 could earn a discount of (\$6,621.00). This discount is not available for Commercial chassis products.

Aerial Device Progress Payment Discount: Discount of approximately 1.5% to 2% of the aerial device price is offered if an aerial device progress payment is made two (2) months prior to the RFP (ready for pick up from the factory) date. Example: Aerial device progress payment in the amount of \$310,385.00 could earn a discount of (\$6,207.00).

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

Sourced or open market items may be provided by the Pierce authorized dealer and would be quoted at time of request.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

### Pre-Delivery Expenses

Dealer provided options can be added to the apparatus contract upon request and will be handled by the Pierce authorized dealer. Dealer provided options can vary depending upon the customer’s request and can include but are not limited to the items listed below. Pricing will be provided to each customer upon request and varies by dealership and customer location.

- Factory inspection trips
- Weekly construction photo progress reports
- Orientation DVD specific to your apparatus
- Loose Equipment
- Engine and or transmission diagnostic software
- Loose equipment (open market items) such as but not limited to: monitors, hose, intercom system, radio equipment, and rescue tools and equipment
- Pre-delivery service consisting of basic fluids and filters
- Custom fabrication for tool mounting and communication equipment
- Other items as requested by customer and deemed sourced or open market

Sales and other taxes are not included as is any license or title fees are also not included.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

### Transportation Expenses

Prices quoted in RFP #022818 are FOB Manufacturer’s facility. Transportation of the apparatus from the factory to the customer’s facility can be added to the contract. In most cases the apparatus is delivered to the Pierce authorized dealer facility in your area for a Pre-Delivery inspection and the installation of any dealer provided options, if applicable. If there is not a Pierce authorized dealer facility near your location, the apparatus may be delivered directly to your facility. The cost for this transportation varies dependent upon the type of apparatus and the proximity of your facility to the location of the manufacturer’s facility. Delivery is conducted in accordance with DOT regulations. Delivery charges can vary from as low as \$1,000.00 to as high as \$15,000.00 or more if flatbed, barge or container ship transport is required.



15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping and Delivery programs for areas such as Alaska, Hawaii, or any offshore delivery requires coordination of different transit methods. Most often the apparatus is flatbed to the first destination and then wrapped for cargo boat transit to final destination. This unique shipping and delivery requirements are priced on a case by case basis as required.

Shipping within the 49 US states, shipping is calculated using numerous factors including but not limited to the type of apparatus which impacts permits as well as the distance to destination. Shipping expenses are not included in the base specifications cost.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

NONE

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

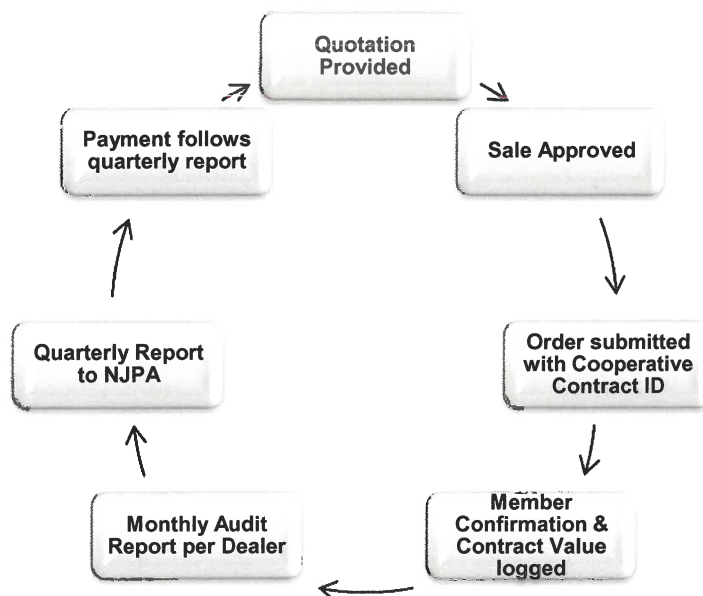
Pierce takes pride in upholding the integrity of the programs and contracts we participate in.

System software changes have been built to facilitate the information gathered throughout any of our programs to efficiently run reports on demand. These reports are run at a minimum monthly for internal audit purposes and quarterly for contract requirements.

All base specifications have been created in our customized truck configurator tool, PULSE so that a Dealer can copy that base specification to confirm line item pricing. Any changes made to the base specification is then controlled and captured in a Change Report that can be validated to honor the Percentage Discount on options added.

The process (to the right) outline shows that Pierce has a closed-loop process that provide checks and balances for all involved.

Our reporting capabilities for other contracts have been noted to be timely, thorough, and accurate. The volume of sales under our consortium programs requires Pierce to have a well-defined and efficient process.



18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

The Administrative Fee that Pierce will pay to NJPA for this proposed contract is aligned with the other contracts awarded to Pierce to create alignment and consistency. That fee will be a flat \$2000.00 USD per customer purchase order or separate contract.

## **INDUSTRY SPECIFIC QUESTIONS**

- 19) State the extent to which the solutions that you propose are compliant with standards or requirements in the US, Canada, and/or applicable in the various states and provinces. Identify all related certifications or accreditations.

### **CERTIFIED: ISO 9001**

Pierce Manufacturing was the first single-source manufacturer of custom fire apparatus in North America to achieve ISO 9001 certification. Pierce has achieved ISO 9001-2015 certification — which covers all aspects of our business, from engineering and manufacturing to customer service.

### **CERTIFIED: UL/ULC**

#### **NFPA 1901 UL Certification & UL Canada (ULC) Certification**

Pierce is the first fire apparatus manufacturer to be both 3rd party certified to NFPA 1901-2009 edition and ULC listed to Canada ULC-S515-04 standard by Underwriters Laboratories. Stages of testing include road, pump, weight, brake, performance and aerial application. All products must pass all tests before a truck is released into Canada. This commitment to quality applies to trucks sold in the U.S. as well.

- 20) Describe the features of your proposed solution(s) that address serviceability (parts availability, maintenance, repairs, support, etc.) and which you believe are “vendor differentiators.”

#### Pierce Master Technician Program

The Pierce Master Technician Program is focused on recognizing service technicians throughout the dealer network for their knowledge and ability to provide expert service on Pierce apparatus. With this tiered level program, a technician can work their way up from having one certification to the level of Master Technician. Active participation in the ASE & EVT programs is encouraged. A Pierce Master Technician must successfully complete the defined core classes dedicated to exclusive Pierce products. A cumulative final exam is taken upon completion of the core classes to obtain a Pierce Master Technician status. Pierce currently has 167 Master Technicians certified and others in the program.

- 21) Describe any manufacturing processes or material specification attributes that differentiate your offered solutions.

Pierce uses high quality materials with proprietary designs to provide the best fire apparatus in the industry.

- 22) Provide any market data or research supporting the longevity or reliability of your proposed solutions.

The expected life cycle of a Pierce apparatus can be 20-25 years or more dependent on the miles and hours on the apparatus. The trade-in value of Pierce apparatus has also been known to be higher than other manufacturers.

- 23) State whether your proposal includes the sale of “demo” units and describe the process related to offerings of demo units, if applicable.

Stock fire apparatus are an important part of our business allowing for quick deliveries, emergency purchases, alternate bids, and competitive bids with shortened lead times.

Pierce offers a Stock Program based off what is currently being sold; these will be well configured/contented units that are configured by Pierce.

Pierce dealers can search the internal Stock Truck listing in Pulse to see: Product Details – Body, Chassis, and description, Price, Sales Drawing, Photos (if unit is complete). NJPA customer can also visit [www.piercemfg.com](http://www.piercemfg.com) to view Stock Trucks.

The Stock Program may offer different promotions throughout the year dependent on the products available and would be submitted as the Hot List pricing using the NJPA Price and product Change form.

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

2/26/18

# The City of Morristown

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## Memorandum

From the Office of Finance



## Morristown City Council Agenda Item Summary

**Date:** July 14, 2021

**Agenda Item:** Approval of Bid – Runway Lighting Regulator Replacement Bid

**Prepared by:** Ashley Ahl, Purchasing Assistant

**Subject:** Runway Lighting Regulator Replacement Bid for the Morristown Regional Airport

**Background/History:** The City of Morristown and its consultant, Michael Baker International, identified the need for replacement of the runway lighting regulator at the Morristown Regional Airport. Bids were solicited from qualified professionals to include all labor, materials, and equipment necessary to replace the existing regulator.

**Findings/Current Activity:** The Bid was advertised in the Citizen Tribune on June 15, 2021, and on June 20, 2021. Additionally, the bid was posted to the City of Morristown's website. The submission deadline was 10:30 A.M. on Thursday, July 1, 2021. We received two (2) responses. As per the recommendation from Michael Baker International, the bids were reviewed and determined to be responsive bids.

**Financial Impact:** This project is funded with grant funds.

**Action options/Recommendations:** Michael Baker International made the recommendation to the Morristown Airport Commission to approve the bid from Stansell Electric Co., Inc. in the amount of \$28,350.00. The Airport Commission accepted and is making the recommendation to City Council to allow the Airport Manager and Commission Chair to accept the best and lowest bid submitted by Stansell Electric Co., Inc.

**Attachment:** Recommendation Letter and Bid Tabulation.

July 1, 2021

Mr. Anthony Cox, City Administrator  
City of Morristown  
100 West First North Street  
Morristown, TN 37814

RE: Letter of Contractor Recommendation  
Runway Lighting Regulator  
TAD No. 32-555-0169-21

Dear Mr. Cox:

This letter shall serve to document that Michael Baker International has reviewed the bids submitted on July 1<sup>st</sup>, 2021 for the above referenced project. The two contractors submitting a bid were Stansell Electric Co., Inc., and J. Ranck Electric, Inc.. The bids were opened publicly and read aloud. The bid amounts are as follows:

Contractor	Bid Amount
Stansell Electric Co., Inc.	\$28,350.00
J. Ranck Electric, Inc.	\$34,750.00

These bids were reviewed to determine the responsiveness of the bids as received. Our conclusion is as follows:

Stansell Electric Co., Inc. had the lowest bid. The bid package was complete. No errors were found in unit pricing and extended totals. MBI has verified their license to contract in the State of Tennessee. I have included the bid tabulation with this letter.

We hereby recommend that The City of Morristown award the construction contract to Stansell Electric Co., Inc. in the amount of \$28,350.00. The grant funding amount would support this decision.

We will begin contract preparation and distribution after the award of the contract is verified.

Sincerely,



Jason D. Bennett, P.E.  
Office Manager  
Michael Baker International



**MORRISTOWN REGIONAL AIRPORT  
 BID TABULATION FOR: 32-555-0169-21  
 RUNWAY LIGHTING REGULATOR**

Bid Date: 1-Jul-21  
 Bid Time: 10:30 A.M.  
 Location: Airport Terminal Building  
 5233 Old Highway 11E  
 Morristown, TN 37814

<b>BID TABULATION</b>					<b>J. Ranck Electric, Inc.</b>		<b>Stansell Electric Co., Inc.</b>	
ITEM NO.	SPEC. NO	WORK ITEM DESCRIPTION	UNIT	Quantity	Unit Price	Amount	Unit Price	Amount
1	01000	Mobilization	LS	1	\$1,700.00	\$1,700.00	\$700.00	\$700.00
2	02000A	Runway Lighting Regulator	EA	1	\$33,050.00	\$33,050.00	\$27,650.00	\$27,650.00
<b>TOTAL</b>					<b>\$34,750.00</b>		<b>\$28,350.00</b>	

<b>BID FORM AND DOCUMENT REVIEW:</b>					<b>J. Ranck Electric, Inc.</b>		<b>Stansell Electric Co., Inc.</b>	
Proposal Forms:								
Bidder's Name					Y		Y	
Bidder's Address					Y		Y	
Bidder's License No.					Y		Y	
Executed and Witnessed					Y		Y	
Bid and License Information					Y		Y	
Bid Schedules					Y		Y	
Drug Free Workplace Affidavit					Y		Y	
Noncollusion Affidavit					Y		Y	
Equal Opportunity Report Statement					Y		Y	
Certification of Non-segregated Facilities					Y		Y	
Iran Divestment Act					Y		Y	
Attestation Regarding Personnel Used in Contract Performance					Y		Y	
Certificate of Contractor's License					Y		Y	

 <b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
<b>Begin Date</b> 7/1/2021		<b>End Date</b> 6/30/2022		<b>Agency Tracking #</b> 40100-40400	<b>Edison ID</b> 70791
<b>Grantee Legal Entity Name</b> City of Morristown					<b>Edison Vendor ID</b> 4108
<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>CFDA # N/A</b>  <b>Grantee's fiscal year end – June 30</b>			
<b>Service Caption</b> (one line only) FY2022 Airport Maintenance					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2022	\$15,000.00	\$0.00		\$0.00	\$15,000.00
<b>TOTAL:</b>	<b>\$15,000.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$15,000.00</b>
<b>Grantee Selection Process Summary</b> <input checked="" type="checkbox"/> Competitive Selection <div style="float: right; width: 60%;">           For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.         </div>					
<input type="checkbox"/> Non-competitive Selection		Describe the reasons for a non-competitive grantee selection process.			
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<b>CPO USE - GG</b>	
<b>Speed Chart</b> (optional) TX		<b>Account Code</b> (optional) 71302			

**VENDOR ADDRESS: 1**

**LOCATION CODE: MAIN**

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF MORRISTOWN**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Morristown, hereinafter referred to as the "Grantee," is for the provision of maintenance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4108

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The purpose of this grant shall be to provide financial assistance to a publicly owned airport. Pursuant to the provisions of Tennessee Code Annotated 42-2-23, assistance shall be for eligible maintenance work items or improvements as described but not limited to as shown in **Attachment One**. The Grantee shall provide a five percent (5%) participation of actual costs.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
  - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal (**Attachment One**) incorporated to elaborate supplementary scope of services specifications.

**B. TERM OF CONTRACT:**

- B.1. This Grant Contract shall be effective on **July 1<sup>st</sup>, 2021** ("Effective Date") and extend for a period of **twelve (12) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Fifteen Thousand Dollars and Zero Cents (\$15,000.00)** ("Maximum Liability"). The Grant Budget attached and incorporated as **Attachment Two** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation-Aeronautics Division  
<https://tndot.blackcatgrants.com>

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Transportation-Aeronautics Division.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
  - (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more

than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.



- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:  
The State:

David Demanette, Program Monitor 2

Aeronautics Division  
7335 Centennial Boulevard  
Nashville TN, 37209  
Email: David.Demanette@tn.gov  
Telephone: 615-741-3208

The Grantee:

Gary Chesney, City Mayor  
City of Morristown  
City Center  
PO Box 1499  
Morristown, TN 37816-1499  
Email: Jbarnard@mymorristown.com  
Telephone # 423-581-0100

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. Grantee shall submit one of the following for Grant amounts greater than Two Thousand dollars (\$2,000.00) but less than Ten Thousand dollars (\$10,000.00): Grants with a term of only one (1) year: Grantee shall submit a final report within three (3) months of the conclusion of the Term. Grants with a term more than one (1) year: Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete **Attachment Three**.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).



- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**

- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;

- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under

penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

## **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."

- E.3. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.4. Airport Operations. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.
- E.5. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.6. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.
- E.7. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
- a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
  - b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

**IN WITNESS WHEREOF,**

**CITY OF MORRISTOWN:**

**32-555-0770-22**

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**GRANTEE SIGNATURE**

**DATE**

**GARY CHESNEY, CITY MAYOR**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

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**GRANTEE LEGAL COUNSEL'S SIGNATURE**

**DATE**

**DEPARTMENT OF TRANSPORTATION:**



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**CLAY BRIGHT, COMMISSIONER**

**DATE**

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**JOHN H. REINBOLD, GENERAL COUNSEL**  
**APPROVED AS TO FORM AND LEGALITY**

**DATE**

This grant is intended to assist airports with expenses related to the maintenance and upkeep of airport facilities and grounds that are not of sufficient size to request a stand-alone project.

The following are examples of eligible and ineligible items for use with your Airport Maintenance grant. This is not an all-inclusive list. If you have questions about the eligibility of an expense contact TDOT Aeronautics Division.

Eligible Uses:

1. Preventive maintenance, repair or replacement of maintenance buildings, equipment, navigational aids, lighting systems, pavements and other property or facilities necessary for the safe and efficient functioning of the airport
2. Purchase of mowing equipment
3. Maintenance services such as mowing, landscaping or other related work on airport property (i.e. services contracted by airport sponsor, county/city grounds service – journal vouchered for the time worked on airport maintenance only)
4. Unicom and other radio equipment
5. Airport signage, including airfield signage, entrance signs, road signs, and directory signs
6. Fire extinguishers including inspection fees
7. Installation and subscription to an aviation flight planning satellite weather system (i.e. D.T.N., W.S.I. or Pan Am Weather Systems)
8. Testing or inspection of underground fuel storage tanks, and associated fees (as necessary to comply with federal and/or state regulations)
9. Sales tax on eligible items
10. QTPod Fuel Services for upgrade to self-service stations from the 3000 series to 4000 series.

Ineligible Uses:

1. Food or drink
2. Fuel for any purpose
3. Uniforms or Uniform Services
4. Cleaning supplies, cleaning service including waste removal
5. Items that would only be used/worn by one individual. (i.e. boots, clothing, gloves, etc.)
6. Utility or telephone bills (including cellular / "land line")
7. Maintenance of facilities or equipment not owned or located on the airport property
8. Purchase or maintenance of aircraft, automobiles, pickup trucks, tugs or any passenger vehicle including club cars (golf carts).
9. Services performed by a Fixed Based Operator (FBO), by anyone employed or contracted by the FBO, or employees of the airport sponsor, for any type of airport operational duties or functions that would normally be required of their job.
10. Insurance of any type
11. Computers, computer software, computer peripherals, or Internet Service (unless otherwise noted above)
12. Office supplies, including toner and copy paper
13. Furniture (including cabinetry of any type)
14. Television/Cable
15. Office Equipment (unless otherwise noted above)
16. Repairs of office equipment
17. Registration, travel or expenses for conferences or seminars
18. Purchase (or repair) of appliances
19. Firearms/Weapons
20. Local matching funds for Projects

TDOT Aeronautics will determine the eligibility for reimbursement for all items on a case by case basis regardless of the item's inclusion in the lists above.

**ATTACHMENT TWO**  
**PAGE ONE**

GRANT BUDGET				
City of Morristown: FY2022 Airport Maintenance			AERM-22-143-00	
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: 7/1/2021	END: 6/30/2022	
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$15,000.00	\$789.47	\$15,789.47
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$15,000.00	\$789.47	\$15,789.47

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies*, Appendix A. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT TWO**

**PAGE TWO**

**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FY2022 Airport Maintenance	\$15,000.00
<b>TOTAL</b>	<b>\$15,000.00</b>

TAD Project # 32-555-0770-22

Project Breakdown: \$15,000.00 95% State  
TX# \$ 789.47 5% Local Participation  
Grant Total: \$15,789.47

Reimbursable Amount: \$15,000.00

Notwithstanding any provision contained herein, grantee agrees to participate (fund) at least five (5%) of the total project cost.

**ATTACHMENT THREE**

**PAGE ONE**

**Parent Child Information**

***The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4108

Is City of Morristown a parent? Yes ☒ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Morristown a child? Yes ☐ No ☒

If yes, complete the fields below.

Parent entity's name: City of Morristown

Parent entity's tax identification number: 62-6000369

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: Michelle Woods

Address: 100 West First North Street

Phone number: 423-585-4613

Email address: mwoods@mymorristown.com

Parent entity's Edison Vendor ID number, if applicable: 4108



# The City of Morristown

## Morristown Police Department



TO: Mayor Gary Chesney  
City Council

FR: Chief Roger D. Overholt

DATE: July 13, 2021

RE: FY 2021 Justice Assistance Grant Application

We are requesting approval to make application for the FY 2021 Justice Assistance Grant. The grant will be in the amount of \$16,885. The funds will be used to purchase equipment to support police operations. There are no matching funds required for this grant.

## MORRISTOWN UTILITIES COMMISSION

433 West 1<sup>st</sup> North St  
PO Box 667  
Morristown, TN 37815  
Ph. 423-586-4121 Fax 423-587-6590  
[www.musfiber.net](http://www.musfiber.net)

June 30, 2021

Mr. Tony Cox  
City Administrator  
P. O. Box 1499  
Morristown, Tennessee 37815

Dear Tony,

I am forwarding the resolution adopted by the Morristown Utilities Commission at the board meeting June 29, 2021, which identifies three nominees for the first submission of the Board vacancy currently held by George McGuffin.

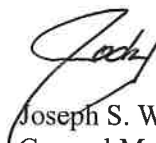
We do not require applications and resumes are not available at present. For additional information, you can reach the nominees at these numbers:

George McGuffin, McGuffin Holdings  
(423) 736-3300

Ryan Kragel, Owner of Crescent Center Drugs  
(423) 587-1903

Tom Hyde, Hyde Eye Care  
(423) 312-7480

Sincerely,

  
Joseph S. Wigington  
General Manager

cc: Mayor Gary Chesney

Electric, Water, Wastewater, Internet, Video and Voice Services

**RESOLUTION 2021-06-03**

**SUBMISSION FOR BOARD MEMBER VACANCY**

**BEING A RESOLUTION BY THE MORRISTOWN UTILITIES COMMISSION FOR THE PURPOSE OF SUBMITTING TO THE MAYOR A LIST OF THREE ELIGIBLE PERSONS FOR THE MAYOR'S NOMINATION AND CITY COUNCILS' CONFIRMATION OF ONE SUCH PERSON TO SERVE ON THE COMMISSION.**

**WHEREAS**, the City of Morristown, Tennessee (City) is a Municipal corporation created by the Private Acts of the Tennessee Legislature of 1903, Chapter 103; and

**WHEREAS**, The Morristown Utilities Commission (Commission) is a governmental entity with situs in Morristown, Tennessee, having been created by the Private Acts of the Tennessee Legislature of 1901, Chapter 392; and

**WHEREAS**, Chapter 392 of the Private Acts of the Tennessee Legislature for 1901 was amended and ratified by referendum on May 1, 2001 which increased the number of commissioners from three to five members, and provided a method for appointment of members; and

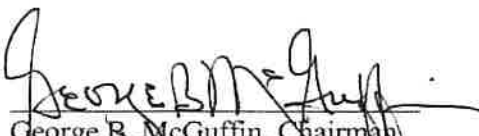
**WHEREAS**, Chapter 392 of the Private Acts of the Tennessee Legislature for 1901 was further amended and ratified by City Council on May 1, 2012 which amendment modified the method for appointment of commission members; and

**WHEREAS**, pursuant to this amendment, one vacancy exists on the Morristown Utilities Commission for a five year term beginning on August 1, 2021 and ending July 31, 2026.

**NOW, THEREFORE BE IT RESOLVED BY THE MORRISTOWN UTILITIES COMMISSION**, that in accordance with the method of appointment of Commission members, the following list of nominees are submitted to the Mayor of the City of Morristown for the existing vacancy, this being the first set of names in accordance with the MUC Charter as amended effective May 1, 2012.

1. Term beginning on Aug. 1, 2021 - Ending July 31, 2026.
  - (a) George McGuffin
  - (b) Ryan Kragel
  - (c) Tom Hyde

**PASSED** this 29 day of June, 2021.

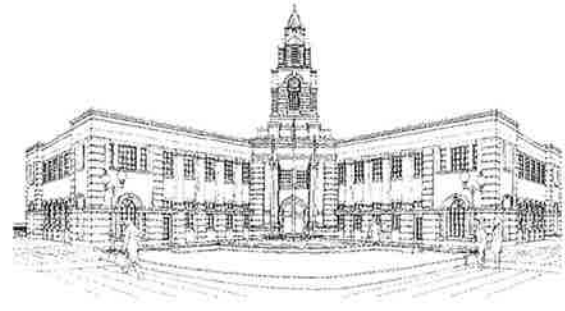
  
George B. McGuffin, Chairman

  
Rod Isaacs, Secretary

# Morristown Police Department


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ROGER OVERHOLT  
Chief of Police



## MEMORANDUM

To: Mayor Gary Chesney  
City Council

From: Chief Roger D. Overholt 

Date: July 14, 2021

Re: Entry Level Patrol Officers

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I am requesting to hire one entry-level officers at the July 20<sup>th</sup> council meeting to backfill a vacancy. Attached is the current civil service roster of eligible candidates.

Thank you,

RDO/ac

# CIVIL SERVICE BOARD

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P O BOX 1499 \* MORRISTOWN, TN 37816

## POLICE DEPARTMENT ENTRY LEVEL ROSTER

Revised on July 14, 2021 to Reflect Recent Testing, Hiring and/or Corrections

	RANK AND NAME	EXPIRES
1	Jordan Bryant	2/28/2022
2	Brandon Dean	6/30/2022
3	Josh Sauls	2/28/2022

For the Civil Service Board

  
\_\_\_\_\_  
Lee Parker, Chairman