Pre-Meeting WORK SESSION September 20, 2022 4:00 p.m.

AGENDA CITY OF MORRISTOWN, TENNESSEE CITY COUNCIL MEETING September 20, 2022 5:00 p.m.

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Reverend Chris Talley, Chaplain Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. September 6, 2022

6. PROCLAMATIONS/PRESENTATIONS

7. <u>CITIZEN COMMENTS ABOUT AGENDA ITEMS ONLY</u> (Other than items scheduled for public hearing.)

8. OLD BUSINESS

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

1. Ordinance No. 4722

Being an Ordinance of The City Council of Morristown, Tennessee Amending Title 8, Chapter 2, Sections 201, 207, 209, 210 & 216 of the Morristown Municipal Code (Beer).

2. Ordinance No. 4723

Being an Ordinance of the City of Morristown, Tennessee Amending Title 9, Chapter 2, Section 204 and Chapter 4, Section 412 of the Morristown Municipal Code (Businesses, Peddlers, Solicitors, Etc.).

3. Ordinance No. 4724

Being an Ordinance of The City Council of Morristown, Tennessee Amending Title 16, Chapter 1, Section 116 of the Morristown Municipal Code (Streets and Sidewalks, Etc.).

4. Ordinance No. 4725

Being an Ordinance of The City Council of Morristown, Tennessee Amending Title 20, Chapter 1, Section 102 of the Morristown Municipal Code (City Park Rules and Regulations).

9. <u>NEW BUSINESS</u>

9-a. Resolutions

1. Resolution No. 2022-23

Initial Resolution authorizing the issuance of not to exceed four million six hundred seventy-five thousand dollars (\$4,675,000) General Obligation Bonds of the City of Morristown, Tennessee.

2. Resolution No. 2022-24

A resolution authorizing the issuance of General Obligation Bonds of the City of Morristown, Tennessee in the aggregate principal amount of not to exceed \$4,675,000 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.

3. Resolution No. 2022-25

Ordinance No.

A Resolution of the City of Morristown, accepting the Proposal of the Tennessee Department of Transportation (TDOT) to construct a project designated as State Project No., 32004-3228-04, 32004-1228-04, described as intersection at SR-474 (Merchant's Greene Boulevard), LM 4.61 in Morristown Route SR-34.

9-b. <u>Introduction and First Reading of Ordinances</u>

т.	Of diffaffee 140.
	Entitled an Ordinance to Amend the Municipal Code of the City of
	Morristown, Tennessee, Appendix B. Rezoning of Hamblen County
	Tennessee Tax Parcel ID #041C B 00208 000 from LI (Light Industrial) to
	IB (Intermediate Business) (East Economy Road).
	{Public Hearing Date October 4, 2022}
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2.	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 #'s $032034J~G~00100$ and $032034J~G~00200$ from
	HI (Heavy Industrial District) to IB (Intermediate Business District) (215
	S. Liberty Hill Road).
	{Public Hearing Date October 4, 2022}

9-c. Awarding of Bids/Contracts

- 1. Approval of LAMTPO contract with CDM Smith Associates to conduct a corridor study of SR160.
- 2. Approval of two LAMTPO contracts with TDOT for Project No. 985303-S3-003 and Project No. 985303-S3-004 for the residual FTA 5303 funds to be used for a Public Transportation Transit Center Study for ETHRA/Lakeway Transit.
- 3. Acknowledge receipt of qualifications for Architectural Services on September 6, 2022, and the creation of a qualified eligible firms list including all four submitters.
- 4. Approve a sale and development contract with Michael Bunch Development for the sale of property at Map 043 I, Group E, Parcel 006.00 at East Main Street and James Street for \$10,000 subject to redevelopment of the same and other vicinity properties.
- 5. Acknowledge receipt of bids for Plastic Refuse and Recycle Containers, accept the bid from Rehrig Pacific Company as the best and most qualified bid, and authorize the one-time purchase of containers in an amount of \$37,860.00.
- 6. Authorize the purchase of one (1) 2023 Dodge Durango in the amount of \$39,232.00 via state contract #209, as budgeted.
- 7. Approval to apply for the Firehouse Subs Public Safety Foundation Grant in the amount of \$24,138.73. This grant is 100% funded.
- 8. Authorize purchase of one (1) Sanitation Truck, being a 2024 New Mack LR64L Chassis with a Heil Command SST Automated Side Loader and related warranties in the amount of \$455,620.69 via cooperative purchasing agreement.
- 9. Acknowledge receipt of proposals for a Mobile Stage, accept the proposal from Stageline Mobile Stage Inc. as the best and lowest bid, and authorize the City Administrator to enter a contract authorizing the purchase as proposed in the amount of \$167,955.
- 10. Approval of Amendment No, 1 to the Multi Modal Access Grant Contract with the State of Tennessee Department of Transportation (TDOT) for various sidewalk improvements along SR-34 from Hampton West Boulevard to Terrace Lane (PIN 128609).
- 11. Approval to purchase a Multi-Purpose Articulated Compactor from Stowers Cat in the amount of \$35,970 for Stormwater Department.

12. Approve the purchase of two properties from the August 23, 2022 Hamblen County tax sale.

9-d. Board/Commission Appointments

1. City Council appointment or re-appointment to the Morristown-Hamblen Solid Waste System for a three (3) year term expiring October 1, 2025. Term expiring: Keith Jackson

9-e. New Issues

1. Council consideration of Christmas Holiday.

10. CITY ADMINISTRATOR'S REPORT

1. FY 2021/2022 CDBG Consolidated Annual Performance and Evaluation Report (CAPER)

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 September 20, 2022

1. Morristown Police Department Update on CueHit Software

City Council Meeting/Holiday Schedule.

September 20, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 20, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 4, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
October 4, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 4, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 18, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 18, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 1, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 1, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 15, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 15, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 24-25, 2022	Thurs/Fri		City Center Closed – Observance of Thanksgiving Holiday
December 6, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
December 6, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 6, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 20, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 20, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 26, 2022	Monday		City Center Closed – Observance of Christmas Day

STATE OF TENNESSEE COUNTY OF HAMBLEN CORPORATION OF MORRISTOWN September 6, 2022 5:00 p.m.

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. 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.

Reverend Dr. Cynthia Thompson, Chaplain Morristown Police Department led in the invocation.

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

Councilmember Smith made a motion to approve the August 16, 2022, minutes as circulated. Councilmember Pedigo 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. 4719 No one spoke.

Councilmember Pedigo made a motion to approve Ordinance No. 4719 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted "aye

Ordinance No. 4719

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 # 032034 02200 (Thompson Creek Road) from PCD (Planned Commercial District) to R3 (High Density Residential District) and IB (Intermediate Business District).

A Public Hearing was held relating to Ordinance No. 4720 No one spoke.

Councilmember A'Hearn made a motion to approve Ordinance No. 4720 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4720

Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 032034A D 01201 (Sherwood Drive) from LB (Local Business District) to R2 (Medium Density Residential District).

September 6, 2022 Return to Agenda

A Public Hearing was held relating to Ordinance No. 4721 No one spoke.

Councilmember Senter made a motion to approve Ordinance No. 4721 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4721

Being an Ordinance of The City Council of Morristown, Tennessee Amending Title 14 (Zoning and Land Use Control) of The Morristown Municipal Code Chapter 2, Definitions, Chapter 6, R-2 Medium Density Residential District, Chapter 8, OMP Office Medical and Professional District, Chapter 8B, OMP-R Office Medical and Professional-Restricted, and Chapter 25 Mixed Use (Residential and Commercial Uses) — Open Spaces.

Councilmember Smith made a motion to approve Resolution No. 2022-22. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye."

Resolution No. 2022-22

A Resolution of the City of Morristown, Requesting Approval to Apply for the Hazardous Materials Emergency Preparedness Grant Program.

Councilmember Bivens made a motion to approve Ordinance No. 4722 on first reading and schedule a public hearing relative to final passage of said ordinance for September 20, 2022. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4722

Being an Ordinance of The City Council of Morristown, Tennessee Amending Title 8, Chapter 2, Sections 201, 207, 209, 210 & 216 of the Morristown Municipal Code (Beer). {Public Hearing Date September 20, 2022}

Councilmember Senter made a motion to approve Ordinance No. 4723 on first reading and schedule a public hearing relative to final passage of said ordinance for September 20, 2022. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4723

Being an Ordinance of the City of Morristown, Tennessee Amending Title 9, Chapter 2, Section 204 and Chapter 4, Section 412 of the Morristown Municipal Code (Businesses, Peddlers, Solicitors, Etc.). {Public Hearing Date September 20, 2022} Councilmember Pedigo made a motion to approve Ordinance No. 4724 on first reading and schedule a public hearing relative to final passage of said ordinance for September 20, 2022. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4724

Being an Ordinance of The City Council of Morristown, Tennessee Amending Title 16, Chapter 1, Section 116 of the Morristown Municipal Code (Streets and Sidewalks, Etc.). {Public Hearing Date September 20, 2022}

Councilmember A'Hearn made a motion to approve Ordinance No. 4725 on first reading and schedule a public hearing relative to final passage of said ordinance for September 20, 2022. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4725

Being an Ordinance of The City Council of Morristown, Tennessee Amending Title 20, Chapter 1, Section 102 of the Morristown Municipal Code (City Park Rules and Regulations). {Public Hearing Date September 20, 2022}

Councilmember Smith made a motion for the approval of sale to Project Orchard of Lot 12 in the East Tennessee Progress Center consisting of approximately 84.5 acres at a \$31,000 per acre and authorize City Administrator Tony Cox to enter into contract. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion for the approval of Agreement with Tennessee Department of Transportation (TDOT) for the construction of a State Industrial Access serving Project Orchard. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion for the approval of Agreement with Tennessee Department of Transportation (TDOT) for the construction of a State Industrial Access serving McNeilus Steel. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion for the approval of Change Order No. 8 with PATH Construction in the amount of \$149,093.14 for Morristown Landing. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion for the approval of Change Order request from Advent Electric in the amount of \$1,821.82 for an additional security camera to be located at the Play Climb Area of Morristown Landing. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion for the approval of Interlocal Agreement with Hamblen County for the 2022 Byrne Justice Assistance Grant (JAG) Program Award. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Work Authorization for Michael Baker International for Runway Lighting Design related to the Morristown Regional Airport in an amount not to exceed \$86,400 to be funded 90% by FAA, 5% by TDOT and a local match of 5% in the amount of \$4,320. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to acknowledge receipt of bids for Structural Firefighting Boots, accept the bid from Summit Uniforms as the best and lowest bid, and authorize the Fire Chief to purchase the boots up to the budgeted dollar amount. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion for the approval of repairs to the Grumman Fire Truck Unit #479 from G&W/EVS Mid-South in an amount of \$26,900. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to authorize purchase of one (1) John Deere 6110M Cab Tractor in an amount of \$111,000.20 and one (1) Side Rotary Mower in the amount of \$36,518 via Cooperative Purchase. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to acknowledge receipt of bid for Asphalt Rejuvenation, accept the bid from Pavement Technology, Inc. as the best and lowest bid, and authorize the City Administrator to enter into a contract with Pavement Technology, Inc. through June 30th, 2023. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion for the approval of Right-of-Way acquisitions for the Thompson Creek Road project in an amount not to exceed \$50,000. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to authorize purchase of one (1) Revolve air SCBA 6000 PSI 5-stage compressor and necessary accessories in an amount of \$66,154.00 via Cooperative Purchase. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion for the approval of Task Order No. 2 in an amount of \$10,618.60 with RK&K, LLP for repair plans to the overhead pedestrian bridge over Henry Street at Main Street. Councilmember Smith seconded the motion and upon roll call; Mayor Chesney and Councilmembers A'Hearn, Bivens, Garrett, Senter and Smith voted "aye". Councilmember Pedigo abstained.

September 6, 2022 Return to Agenda

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided; Louis Chan and Todd Frommeyer spoke.

Mayor Gary Chesney adjourned the August 16, 2022, Morristown City Council meeting at $5.57~\mathrm{p.m.}$

Attest:	Mayor
City Administrator	

September 6, 2022 Return to Agenda

ORDINANCE NO. 4722 BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING TITLE 8, CHAPTER 2, SECTIONS 201, 207, 209, 210 & 216 OF THE MORRISTOWN MUNICIPAL CODE.

Be it ordained by the City Council for the City of Morristown that the text of Sections 201, 207, 209, 210 & 216, of Chapter 2 of Title 8 of the Morristown Municipal Code is amended by adding the following text:

"CHAPTER 2

BEER

SECTION 8-201. Definitions.

Special occasion permit. A permit issued for the retail sale of beer by a bona fide charitable or non-profit organization, or a bona fide political organization for a 24-hour period. The charitable/nonprofit organization must have been in existence for at least two consecutive calendar years and must expend at least 60 percent of its gross revenue for religious, educational or charitable purposes. The political organization must be either a political campaign committee as defined in Tennessee Code Annotated § 2-10-102(a) or a political party as defined in Tennessee Code Annotated § 2-13-101. Said permits cannot be issued more than 16 times in a calendar year to the same organization. These permits will be issued for the following locations: Farmer's Market area, Rose Center (and the immediate surrounding block), Downtown Main Street (from Henry Street to Cumberland), and other approved locations.

Tennessee Alcoholic Beverage Commission License Holder Permit. A permit issued for the retail sale of beer to an applicant that currently holds a valid license issued by the Tennessee Alcoholic Beverage Commission.

SECTION 8-207. Permit required for engaging in beer business.

(7) An applicant can apply for the following types of permits: caterer permit, limited service restaurant permit, restaurant permit, off-premises permit, on-premises permit, on- and off-premises permit, special occasion permit, temporary permit, and a Tennessee Alcoholic Beverage Commission License Holder permit. (See definitions of each in 8-201 above.)

SECTION 8-209. Beer permits shall be restrictive.

(2) No on-premises permit shall be issued for a premise other than a nonprofit club, restaurant, limited service restaurant, microbrewery, craft beer enterprise, or entity holding a valid Tennessee Alcoholic Beverage Commission License. No on- and off-premise permit shall be issued for a premise other than a microbrewery and/or craft beer enterprise. For purposes of this chapter, "on premise", and "on-and off-premise" shall include the interior of the business enclosed by permanent walls and covered by a permanent roof, as well as all decks, patios and other outdoor serving areas that are contiguous to the exterior of the building in which the business is located, and in the case of a nonprofit club, a golf course that is a part of the establishment. An outdoor serving area shall be defined as a patio, deck, courtyard or other outdoor area where the permitted establishment provides service to the outdoor serving area that is (1) contiguous to the exterior of the building in which the business is located, (2) operated and controlled by the business, and (3) fenced or surrounded on all sides except for designated entrances and exits. The fencing or surrounding barrier need not be permanent, but must consist of a barrier not less than 40 inches high and must be constructed of a substantial material without gaps or spaces that would allow ingress and egress of the premises except through designated entrances and exits. Examples of substantial material includes, but is not limited to, securely connected cattle gates, planters, decorative fencing or other decorative architectural or landscaping material. An outdoor serving area may not include all or any part of an area otherwise used by the business or by the public for parking.

SECTION 8-210. <u>Issuance of permits to persons convicted of certain crimes</u> prohibited.

No beer permit shall be issued to any person who has been convicted for the possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or the manufacture, delivery, sale or possession with intent to manufacture, deliver or sell any controlled substance or controlled substance analogue, or any crime involving moral turpitude within the past ten years. No person, firm, corporation, joint-stock company, syndicate, or association having at least a five percent ownership interest in the business for which application is being made shall have been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or the manufacture, delivery, sale or possession with intent to manufacture, deliver or sell any controlled substance or controlled substance analogue or any crime involving moral turpitude within the past ten years. If a current beer permit holder, or its employee, is convicted of such a crime and that permit holder comes before the beer board pursuant to Section 8-212 and fully complies with the requirements imposed on the permit holder, the beer board has the discretion to issue a new permit to that same person or entity at another location within the City.

SECTION 8-216. <u>Limitation on permits issued.</u>

Not including special occasion permits, the beer board shall not issue permits for beer sales that would result in the number of permits in effect numbering more than 200. Businesses which may be annexed, and which possess a valid beer license at the time of their annexation; and businesses which had been issued a valid permit which is existing at the time of the final passage of the ordinance comprising this chapter, but which experience a change of control (ownership) such as would require application for issuance of a new permit, shall not be denied a permit on the basis of the limitation of the number of permits to be issued by the city."

This ordinance shall take effect up requiring same.	pon second and final reading, the public welfare
PASSED ON FIRST READING T	THIS, 2022.
ATTEST:	MAYOR
CITY ADMINISTRATOR	FINAL READING THIS DAY OF
	DAT OF
ATTEST:	MAYOR
CITY ADMINISTRATOR	_

ORDINANCE NO. 4723

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING TITLE 9, CHAPTER 2, SECTION 204 AND CHAPTER 4, SECTION 412 OF THE MORRISTOWN MUNICIPAL CODE.

Be it ordained by the City Council for the City of Morristown that the text of Title 9, Chapter 2, Section 204 of the Morristown Municipal Code is deleted in its entirety and replaced with the following language:

"Title 9 – BUSINESSES, PEDDLERS, SOLICITORS, ETC. Chapter 2 – Farmers Market

Sec. 9-204. - Prohibited uses at the farmers market and downtown green.

- (1) It shall be unlawful to obstruct or impede traffic access, egress and circulation.
- (2) Any use not specified as a permitted use in this section shall be prohibited upon the premises, subject to review and approval by the supervisor.
- (3) Automobiles for sale shall not be permitted upon the premises nor shall items that would be associated with a yard sale or flea market.
- (4) Livestock, chickens or other animals shall not be permitted upon the premises except for service animals. This section does not prohibit the sale of meat, poultry, fish, or seafood that has been prepared and is presented for sale in accordance with federal, state and local laws and regulations. This section also does not prohibit pets being on the premises when specifically allowed due to a pet specific event or when the market is not being used for farmers market sales.
- (5) Any use that produces noxious smoke, fumes, noise, odor or other offensive effect to the senses, including but not limited to fuel powered-generators, shall not be permitted upon the premises. This section does not prohibit any generators or noises that may be present on or in conjunction with a permitted food truck, however, in the event a food truck produces an unreasonable amount of noxious smoke, fumes, noise, odor or any other offensive effect, that food truck may be required to leave the area.
- (6) No one shall engage in solicitation, collection drives and/or distributions, political or religious activities on the premises.
 - (7) No loud hawking of items is allowed on the premises.
- (8) No pavilion or shelter provided by the city shall be altered in any manner without prior written approval by the supervisor.

(9) No one shall be permitted to camp-out or stay overnight upon the premises, nor shall anyone be permitted to camp-out during the day on the premises."

Chapter 4 – Charitable Solicitors

Sec. 9-412. - Trespassing.

CITY ADMINISTRATOR

It shall be unlawful and deemed to be a trespass for any permittee acting under this chapter to fail to leave promptly the private premises of any person who requests or directs him to leave. Additionally, in the event someone is soliciting on public property without a proper permit and fails to adhere to a warning and request to leave, this shall also be deemed to be a trespass."

This ordinance shall take effect upon second and final reading, the public welfare

requiring same.
PASSED ON FIRST READING THIS DAY OF, 2022.
MAYOR ATTEST:
CITY ADMINISTRATOR
PASSED ON SECOND AND FINAL READING THIS DAY OF, 2022.
MAYOR
ATTEST:

ORDINANCE NO. 4724 BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING TITLE 16, CHAPTER 1, SECTION 116 OF THE MORRISTOWN MUNICIPAL CODE.

Be it ordained by the City Council for the City of Morristown that the text of Title 16, Chapter 1, Section 116 of the Morristown Municipal Code is deleted in its entirety and replaced with the following language:

"Title 16 – STREETS AND SIDEWALKS, ETC. Chapter 1 – General Regulations

Sec. 16-116. – Storing wrecked or abandoned vehicles on streets prohibited.

It shall be unlawful for any person, firm, corporation, or association, or any other party owning, or in charge or control of any junked, wrecked, disabled, inoperable, or abandoned vehicles, **or any vehicles being used as living or sleeping quarters**, to permit or allow such vehicles to be placed, maintained, parked or stored in or on any public street, city owned property, public parking lot, highway, or right-of-way thereof within the corporate limits of the city.

Any police officer of the city, or special police officer, pursuant to T.C.A. § 7-63-101, et seq., that has been designated by the city administrator and/or city council is hereby authorized to cause the removal of any vehicle being maintained in violation of this section to a local tow company, and no such vehicle so removed shall be reclaimed until the cost of such removal has been paid."

This ordinance shall take effect upon second and final reading, the public welfare requiring same.

rassed on raist reading this	our Day or September 2022.	
Attest:	Mayor	
rucsi.		
City Administrator		

Passed on First Reading this 6th Day of September 2022

Passed on Second and Final R	eading this 20 th Day of September 2022.	
Attest:	Mayor	
City Administrator		

ORDINANCE NO. 4725 BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING TITLE 20 OF THE MORRISTOWN MUNICIPAL CODE.

Be it ordained by the City Council for the City of Morristown that text of Title 20 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

"TITLE 20 – CITY PARKS RULES AND REGULATIONS

CHAPTER 1 – RULES AND REGULATIONS

Sec. 20-101. - Definitions.

The following definitions shall apply throughout this section:

Camping means erecting, placing, maintaining, or using temporary structures, such as tents, tarps, and other temporary shelters, for living accommodation activities, such as sleeping or making preparations to sleep, like the laying down of bedding, and/or the storing and placing of personal belongings, and/or carrying on cooking activities, whether by fire or use of artificial means, such as a propane stove or other heat-producing portable cooking equipment, and/or sleeping outside of a motor vehicle or making preparations to sleep outside of a motor vehicle, including laying down a sleeping bag, blanket, or other material used for bedding.

City code means a reference to, or a section of, the Morristown Municipal Code.

City council means the governing body of the city.

City recreation commission means the appointed 11-member body of the City of Morristown.

Department means the City of Morristown Parks and Recreation Department.

Director means the Director of Morristown Parks and Recreation, or his designee.

Park shall include any city owned or leased park, open space area, recreation area, natural area, or building or facility located within such area, of the city.

Sec. 20-102. City park rules and regulations.

- (a) Abandonment of any vehicle or other personal property is prohibited in a park.
- (b) Leaving any vehicle or other personal property unattended, without prior permission of the director is prohibited. In the event an unattended vehicle interferes with the safe and orderly management of the park area, it may be towed immediately at the owner's expense.
- (c) No person, organization, firm or corporation shall post and/or distribute handbills, circulars, bulletins, banners, signs, or other printed materials within city parks without first having obtained written permission from the director and a written permit from the city. Commercial notices or advertisements shall not be displayed, posted or distributed on park area lands unless prior written permission has been granted by the director. Such permission may be granted if the notice or advertisement is of goods, services, or facilities available within the park area or, if in the opinion of the director, such notices and advertisements are found to be desirable or necessary for the convenience and guidance of the public.
- (d) Engaging in or soliciting any business in a park area, except in accordance with the provisions of a permit, contract, or other written agreement with the department is prohibited.
- (e) No person shall erect any structure, stand, or platform, or hold any organized sponsored athletic contest in any park or recreation area without the written approval of the director. This provision does not prohibit informal games or athletic activities such as casual matches, scrimmages, pick-up games, etc.
- (f) The fastening of any show card, poster, or other advertising device upon any park or park property without written permission from the director is prohibited.
- (g) Any concessionaire, which through contractual agreement with the department operates any concession, shall supply and provide the required permits for such operation.
- (h) All concession areas operated by the department shall be operated according to the concession lease agreement of the department.
- (i) Consumption of alcoholic beverages within a park is prohibited, except at **Fulton-Hill Park** which must be specifically permitted by the city's beer board and/or Tennessee Alcoholic Beverage Commission.
- (j) Charitable solicitation within a park is prohibited unless the solicitor fully complies with the city's solicitation ordinance.

- (k) Commercial peddling and soliciting of any kind is strictly prohibited. This section shall not apply to transactions with authorized concessionaires within a park.
- (1) Bicycle riders must comply with all applicable traffic regulations and safety equipment requirements. Use of bicycles shall be confined to approved trails or designated areas.
- (m) The director may close or otherwise restrict the use of any park or recreation facility when necessary to protect life or property, or for any other emergency. Such restricted area shall be defined, whenever practicable, by signs, markers, and through public notice.
- (n) Camping, whether tent, trailer, or other types of units, is prohibited in all parks, except with the written approval of the director. Such approval shall be given only in unique situations, i.e., Boy Scout/Girl Scout overnight group camp out. In such cases, all camping equipment shall be completely removed and camping sites cleaned by campers before departure.
- (o) Construction of any building, structure, utility or any other entity upon, across, over, through, or under any park area, except in accordance with the provisions of a valid permit and contract and with the written approval of the director is prohibited.
- (p) No person shall disturb, tend to disturb, or aid in disturbing the peace of others by violent, tumultuous, offensive, or obstreperous conduct.
- (q) The playing of any of the following devices in violation of the city's noise ordinance as codified in Title 11, Chapter 2 within the park is prohibited: Radio, television set, musical instrument, loud speaker, other device for amplification of sound, or any other noise producing devices such as electric generating or other equipment driven by motors or engines.
- (r) The operation or use of public address systems, whether fixed, portable, or vehicle mounted is prohibited except when such use or operation is in connection with public gatherings or special events which have been approved by the director.
- (s) No person shall disobey the lawful and reasonable order of a park employee in the discharge of his/her duties, or disobey or disregard the notices, prohibitions, instructions, rules or regulations on any park sign.
- (t) All animals are prohibited within the parks except as otherwise permitted pursuant to the terms of the General Pet Guidelines (located at the Parks & Recreation Office) or sight or guide dogs used by the visually impaired as referenced in Tennessee Code Annotated § 62-7-112.

- (u) The use or possession of explosives is prohibited.
- (v) The use or possession of fireworks and firecrackers is prohibited except for community fireworks display with written permission from director. The director shall require of the user of such devices such reasonable all risk insurance coverage as he deems appropriate.
- (w) Reserved
- (x) The creation of any fire in any park outside a specifically designed picnic grill, fireplace or other similarly designed enclosure is prohibited without the written permission of the director.
- (y) Only approved material may be used in the creation of such fires. No live plant material may be used for the creation of any fire.
- (z) Reserved.
- (aa) All lighted cigarettes, cigars, smoking pipes, matches or other burning materials must be extinguished before disposing of same in a proper container or area.
- (bb)Digging is prohibited within all park areas.
- (cc) All persons must properly dispose of trash and debris caused by them to be in a park.
- (dd)Flea markets, garage sales, rummage sales, and all other such sales by a person, persons or organizations for either private or non-profit purposes are prohibited in park and recreation areas.
- (ee) Horses and other saddle animals in an approved park are allowed only on trails or facilities designated for them. Such animals may be allowed in parks only in special circumstances approved by the director.
- (ff) No one shall be allowed in the parks between the hours of 10:00 p.m. and 6:00 a.m.
- (gg)Nothing in this section shall restrict any official work or activity in said areas during restricted hours by any department of the city.
- (hh)Entering or leaving any park or recreation facility except at established entrance ways or exits is prohibited. Presence in any park or recreational facility other than during posted operating hours is prohibited.
- (ii) The installation and planting of any memorial tree, or any memorial tree marker, without the permission of the director is prohibited. Memorial trees may be planted in designated areas as defined within the memorial tree

- guidelines at that time. Flush to the ground markers may be purchased and will be installed by park crews upon approval of the director.
- (jj) The department is granted by the governing body the authority to make known additional rules and regulations as it deems necessary to insure the orderly growth and protection of the park, recreation and natural resource areas under its control consistent with and in furtherance of the intent of this chapter. Such additional rules and regulations shall have the force and effect of law ten days after their adoption by the parks and recreation advisory board, after their publication once a week for two weeks in a local newspaper and after a copy thereof has been posted near each gate or principal entrance to the public ground to which they apply. In addition, a copy of the ordinance from which this section derives and any future additional rules and regulations adopted by the parks and recreation advisory board, pursuant to the ordinance from which this section derives shall be posted near each gate or principal entrance to the public ground to which they apply and made available for public inspection or review at the principal office of the parks and recreation advisory board, and the municipal building.
- (kk)The director shall be the final authority in interpreting the rules and regulations relating to the park, recreation, natural resources, historical, and cultural areas of the city. The director shall also be responsible for the administration of this ordinance. An appeal from the director's decision or action shall lie with the city recreation advisory board. An appeal of the director's decision shall be filed in writing with the city recreation advisory board within ten days of the rendering of a final decision or adverse action by the director. The recreation advisory board shall render its decision at the next regularly scheduled monthly meeting if the director's decision is rendered at least ten days prior thereto. If the director's decision is rendered within ten days of the next regular meeting of the parks and recreation advisory board, then the board may, but shall not be required to hear the appeal at the second regular board meeting following the director's decision.
- (ll) Interfering with, encumbering, obstructing or rendering dangerous any part of a park is prohibited.
- (mm) The intentional or wanton destruction, injury, defacement, or removal of any natural or cultural feature or non-renewable natural resource is prohibited, without specific written permission from the director.
- (nn)The intentional or wanton destruction, injury, defacement, removal or disturbance in any manner of any public buildings, signs, equipment, monument, marker, or other structure or of any relic, artifact, and historic structure or of any other similar public property is prohibited. The

- unauthorized possession of park equipment is prohibited without the written permission of the director.
- (oo)The gathering or collecting of natural products of a renewable living resource such as plant material for personal use or for commercial sale is prohibited. The destroying, digging, cutting, removing, or possession of any tree, shrub, or other plant is prohibited absent a permit granted by the director.
- (pp)No person shall molest, kill, wound, hunt, or remove any animal, reptile, bird, or eggs of such animals in any park.
- (qq)Persons, corporations, or organizations may not conduct public meetings, assemblies, worship services, entertainment, demonstrations, or political rallies, within the general confines of a park or recreational area without written permission of the director.
- (rr) Written approval from the director for uses described in [subsection] (qq) above may be denied based on the following:
 - (1) A prior application for the same time and place has been made which has been or will be granted; or
 - (2) The event will present a clear and present danger to the public health safety or welfare; or
 - (3) The event will cause a nuisance and disturbance to a significant number of other users of the park; or
 - (4) The event is of such nature or duration that it cannot reasonably be accommodated in the particular park area for which application is made.
- (ss) Reserved.
- (tt) Without the written permission of the director, no park or facility within a park with the exception of picnic shelters may be reserved for the exclusive use of an individual or group. All play equipment, athletic facilities, parking areas, and other amenities are for the use of the public at large.
- (uu) The creation or maintenance of a nuisance upon city properties and/or using city properties for uses they are not intended for are prohibited.
- (vv) Reserved.
- (ww) Polluting or contaminating in any manner any watershed or water supply is prohibited.
- (xx)Depositing of any bodily waste in or on any portion of any restroom facility or other public structure except into fixtures provided for that purpose is

- prohibited. Placing any item in any of the plumbing fixtures in such a station or facility for the purpose of interfering with or blocking the plumbing is prohibited. All restroom facilities shall be used in a clean and sanitary manner.
- (yy)Using the public waste containers for dumping of household or commercial garbage or trash brought as such from off premises, except for trash reasonably incidental to a visit to a park or recreational facility, is prohibited.
- (zz) Reserved.
- (aaa) Sports events, pageants, reenactments, regattas, entertainments and the like, characterized as public spectator attractions are prohibited without the prior written approval of the director.
- (bbb) Swimming and bathing are prohibited except in municipal swimming pools or splash pads specifically designed for such.
- (ccc) Violators of posted rules governing the use of swimming in municipal pools will be subject to removal from the premises if the violation is flagrant or repeated or the continued presence of the violator would create a hazardous condition in the area.
- (ddd) Specific rules governing the usage of municipal swimming pools in the city are codified in the Swimming Pool Policy Manual and are incorporated herein by reference.
- (eee) Motorized vehicles are prohibited on trails, with the exception of maintenance vehicles of the city, authorized contractors and motorized wheel chairs.
- (fff)All operators of motor vehicles in parks must conform to all traffic rules and regulations of the city and the State of Tennessee.
- (ggg) The speed limit in all parks and recreation areas is 15 miles per hour.
- (hhh) No driver shall stop, park, or leave any vehicle, whether attended or unattended, upon the paved or maintained surface of a road or parking area so as to leave less than ten feet of the width of the same traffic lane for the free or unobstructed movement of other vehicles, except in the event of an accident or as otherwise directed by an authorized person.
- (iii) Pedestrians have right-of-way over motor vehicles in all parks.
- (jjj) Operating a motor vehicle in areas other than established roadways, parking areas, or designated routes is prohibited.

- (kkk) All operators of motorcycles, trail bikes, off-road vehicles and other motorized vehicles must conform to the same rules and regulations as those of any other motor vehicle.
- (lll) No person shall grease, lubricate, or make repairs to any vehicle in a park or recreation area except those of a minor nature, and then only in case of emergency.
- (mmm) Roller blades, roller skates, skate boards and bicycles, are prohibited on all tennis courts, basketball courts, shelters, pavilions, bleacher areas, splashpad, pedestrian areas and paved, concrete or hard services, unless specified by signage.
- (nnn) The hitting of golf balls and use of glass containers in any park is prohibited. (000) Reserved.

Sec. 20-103. Penalties.

Any violation of these rules and regulations for the care and management of such properties as may be made under the authority of T.C.A. § 11-24-112, and the Morristown Municipal Code governing the appropriate violation, shall be subject to enforcement by a civil penalty of not more than \$50.00 for each violation."

This ordinance shall take effect upon second and final reading, the public welfare requiring same.

Passed on First Reading this 6th L	Day of September 2022.
Attest:	Mayor
City Administrator	
Passed on Second and Final Readi	ing this 20th Day of September 2022.
Attest:	Mayor
City Administrator	

Resolution No. 2022-23

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED FOUR MILLION SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$4,675,000) GENERAL OBLIGATION BONDS OF THE CITY OF MORRISTOWN, TENNESSEE

BE IT RESOLVED by the City Council (the "Council") of the City of Morristown, Tennessee (the "Municipality") that for the purpose of financing, in whole or in part, (i) the acquisition, construction, improvement, expansion and/or equipping of a garbage collection and disposal facility, including equipment therefor (the "Projects"); (ii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the Projects; (iii) reimbursement to the County for funds previously expended for any of the foregoing; (iv) payment of capitalized interest during construction of the Project and for up to six months thereafter; and (v) payment of costs incident to the issuance and sale of the bonds authorized herein, there shall be issued bonds, in one or more emissions, of said Municipality in the aggregate principal amount of not to exceed \$4,675,000 which shall bear interest at a rate or rates not to exceed five percent (5.00%) per annum. The bonds shall be payable from ad valorem taxes to be levied on all taxable property within the Municipality. The bonds shall also be payable from, but not secured by, payments, if any, made by the Hamblen County-Morristown Solid Waste Disposal Board with respect to any loans made by the Municipality to such Board with respect to the Projects.

BE IT FURTHER RESOLVED by the City Council of the City of Morristown, Tennessee that the City Recorder of the Municipality be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$4,675,000 in general obligation bonds to be published in full in a newspaper having a general circulation in the Municipality, for one issue of said paper followed by the statutory notice:

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Recorder of the Municipality protesting the issuance of the bonds, such bonds will be issued as proposed.

Anthony W. Cox, City Administrator

Adopted and approved this 20 ⁴⁴ day of September,	2022.	
	Gary Chesney, Mayor	
ATTEST:		
Anthony W. Cox, City Administrator		

STATE OF TENNESSEE)
COUNTY OF HAMBLEN)

I, Anthony W. Cox, certify that I am the duly qualified and acting City Administrator of the City of Morristown, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on September 20, 2022; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to an initial resolution relating to not to exceed \$4,675,000 General Obligation Bonds of said Municipality.

WITNESS my official signature on this the ______ day of _______, 2022.

City Administrator

33765862.1

Resolution No. 2022-24

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF MORRISTOWN, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$4,675,000, 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

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes the City of Morristown, Tennessee (the "Municipality"), by resolution of the City Council, to issue and sell bonds to finance public works; and

WHEREAS, the City Council of the Municipality hereby determines that it is necessary and advisable to issue general obligation bonds, in one or more series, for the purpose of financing, in whole or in part, (i) the acquisition, construction, improvement, expansion and/or equipping of a garbage collection and disposal facility, including equipment therefor (the "Projects"); (ii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the Projects; (iii) reimbursement to the Municipality for funds previously expended for any of the foregoing; (iv) payment of capitalized interest during construction of the Project and for up to six months thereafter; and (v) payment of costs incident to the issuance and sale of the bonds authorized herein; and

WHEREAS, the City Council of the Municipality has adopted on the date hereof an initial resolution (the "Initial Resolution") authorizing the issuance of not to exceed \$4,675,000 for the purposes described above; and

WHEREAS, the Initial Resolution, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law; and

WHEREAS, it is the intention of the City Council of the Municipality to adopt this resolution for the purpose of authorizing not to exceed \$4,675,000 in aggregate principal amount of bonds for the above-described purposes, providing 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 a tax for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morristown, Tennessee, as follows:

- <u>Section 1.</u> <u>Authority</u>. The bonds authorized by this resolution are issued pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.
- <u>Section 2.</u> <u>Definitions.</u> In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:
- (a) "Bonds" means the not to exceed \$4,675,000 General Obligation Bonds of the Municipality, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof.

- (b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds.
- (c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.
- (d) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.
- (e) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.
- (f) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.
 - (g) "Governing Body" means the City Council of the Municipality.
 - (h) "Mayor" shall mean the Mayor of the Municipality.
- (i) "Municipal Advisor" for the Bonds authorized herein means Cumberland Securities Company, Inc., Knoxville, Tennessee.
- (j) "Projects" means (i) the acquisition, construction, improvement, expansion and/or equipping of a garbage collection and disposal facility, including equipment therefor; (ii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the Project; (iii) reimbursement to the Municipality for funds previously expended for any of the foregoing; and (iv) payment of capitalized interest during construction of the Project and for up to six months thereafter.
- (k) "Registration Agent" means the registration and paying agent appointed by the Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

- (a) In conformance with the directive of the State Funding Board of the State of Tennessee, the Municipality has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality's Debt Management Policy.
- (b) The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole or in part, the cost of the Projects and costs incident thereto; reimbursement to the appropriate fund of the Municipality for prior

expenditures for the foregoing costs, if applicable; and payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the Municipality in the aggregate principal amount of not to exceed \$4,675,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted hereunder) semi-annually on June 1 and December 1 in each year, commencing June 1, 2023. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. The Bonds shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2023 through 2052, inclusive, as established by the Mayor pursuant to Section 8 hereof, provided, that such principal payment schedule shall result in approximately level annual debt service in each bond year or calendar year.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds maturing on June 1, 2033 and thereafter shall be subject to redemption prior to maturity at the option of the Municipality on June 1, 2032 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

- (i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or
- (ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.
- (c) Pursuant to the terms hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption.

If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of any call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(d) The Governing Body hereby authorizes and directs the Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed or the Registration Agent

for the Bonds to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Administrator is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

- The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.
- Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to

be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

- The Bonds are transferable only by presentation to the Registration Agent by the (g) registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment included therein completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.
- (h) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the signature of the Mayor and the attestation of the City Administrator.
- (i) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL

PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) to the extent permitted by the rules of DTC, the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the Municipality shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the Municipality may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

- (j) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.
- (k) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate

and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes Section 5. to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged. The Bonds shall also be payable from, but not secured by, payments, if any, made by the Hamblen County-Morristown Solid Waste Disposal Board with respect to any loans made by the Municipality to such Board with respect to the Projects.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED		REGISTERED
Number		\$
	UNITED STATES OF AMERICA	
	STATE OF TENNESSEE	
	COUNTY OF HAMBLEN	
	CITY OF MORRISTOWN, TENNESSEE	
	GENERAL OBLIGATION BOND, SERIES 2022	

CUSIP No.: Interest Rate: Maturity Date: Date of Bond:

Registered Owner:

DECISTEDED

Principal Amount:

FOR VALUE RECEIVED, the City of Morristown, Tennessee (the "Municipality") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on June 1, 2023, and semi-annually thereafter on the first day of June and December in each year until this

Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) to the extent permitted by the rules of DTC, the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fullyregistered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive

payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing on June 1, 2033 and thereafter shall be subject to redemption prior to maturity at the option of the Municipality on June 1, 2032 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the City Council of the Municipality, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

- (i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or
- (ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing ______ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent in the same manner as is described above for optional redemptions. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

Final Maturity Redemption Date Principal Amount
of Bonds Redeemed

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the

operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository that the redemption did not occur and that the Bond called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$_____ and issued by the Municipality to finance, in whole or in part, (i) the acquisition, construction, improvement, expansion and/or equipping of a garbage collection and disposal facility, including equipment therefor (the "Projects"); (ii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the Projects; (iii) reimbursement to the Municipality for funds previously expended for any of the foregoing; (iv) payment of capitalized interest during construction of the Project and for up to six months thereafter; and (v) payment of costs incident to the issuance and sale of the bonds authorized herein, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the City Council of the Municipality on September 20, 2022 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged. The Bonds shall also be payable from, but not secured by, payments, if any, made by the Hamblen County-Morristown Solid Waste Disposal Board with respect to any loans made by the Municipality to such Board with respect to the Projects.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and attested by its City Administrator as of the date hereinabove set forth.

CITY OF MORRISTOWN, TENNESSEE

By: <u>FORM OF BOND – DO NOT SIGN</u>
Mayor

ATTESTED:

FORM OF BOND – DO NOT SIGN
City Administrator

Transferable and payable at the following office of the Registration Agent:	
Date of Registration:	
This Bond is one of the issue of Bonds	issued pursuant to the Resolution hereinabove described.
	Registration Agent
	By:Authorized Officer
	Authorized Officer
(TODA	
(FORM	OF ASSIGNMENT)
	ersigned sells, assigns and transfers unto (Please insert
Federal Identification or Social Security Num City of Morristown, Tennessee, and	ber of Assignee), the within Bond of does hereby irrevocably constitute and appoint r the said Bond on the records kept for registration thereof
Dated:	
	NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.
Signature guaranteed:	
NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent	

Section 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to the levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the Municipality to the

payment of debt service on the Bonds, including any revenues received from the Hamblen County-Morristown Solid Waste Disposal Board.

Section 8. Sale of Bonds.

- (a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 98% of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with the Municipal Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the Mayor, in consultation with the Municipal Advisor.
- (b) If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.
 - (c) The Mayor is further authorized with respect to each series of Bonds to:
 - (1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;
 - (2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Bonds" and to specify the series designation of the Bonds, or any series thereof:
 - (3) change the first interest payment date on the Bonds, or any series thereof, to a date other than June 1, 2023, provided that such date is not later than twelve months from the dated date of such series of Bonds;
 - (4) establish and adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not be later than thirty (30) years from the initial principal payment date or later than June 1, 2052; and (C) the debt service on the Bonds shall not result in balloon indebtedness that requires the approval of the State Director of Local Finance;
 - (5) adjust or remove the Municipality's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;
 - (6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and
 - (7) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

- (d) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the Mayor shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.
- (e) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.
- (f) The Mayor and City Administrator are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to enter into a contract with the Municipal Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into an engagement letter with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, and all actions heretofore taken by the officers of the Municipality in that regard are hereby ratified and approved.
- (g) No Bonds shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the Municipality and the passage of twenty (20) days from the date of publication thereof, and in no event shall the Bonds be issued if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such twenty-day period.
- <u>Disposition of Bond Proceeds</u>. The proceeds of the sale of the Bonds shall be deposited (h) with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the 2022 Project Fund (the "Project Fund"), or such other designation as shall be determined by the Mayor to be kept separate and apart from all other funds of the Municipality. The Municipality shall disburse funds in the Project Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Project Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the Municipality for any funds previously expended for costs of the Projects. Money in the Project Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Project Fund. Money in the Project Fund shall be invested in such investments as shall be permitted by applicable law to the extent permitted by applicable law.

<u>Section 9.</u> <u>Official Statement</u>. The officers of the Municipality, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement

describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the Municipality, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the Municipality, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The officers of the Municipality, or any of them, are authorized, on behalf of the Municipality, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

<u>Section 10.</u> <u>Discharge and Satisfaction of Bonds.</u> If the Municipality shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways:

- (a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;
- (b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice); or
 - (c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or obligations of any agency or instrumentality of the United States, which obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 11. Federal Tax Matters Related to the Bonds.

- (a) The Bonds are expected to be issued as federally tax-exempt bonds. If so issued, the Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond." To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.
- (b) It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.
- (c) The Governing Body hereby delegates to the Mayor the authority to designate, and determine whether to designate, the Bonds as "qualified tax-exempt obligations," as defined in Section 265 of the Code, to the extent the Bonds are not deemed designated as such and may be designated as such.
- (d) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Bonds.
- Section 12. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the

Securities Exchange Commission for the Bonds. The Mayor is authorized to execute at the closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

<u>Section 13.</u> <u>Reasonably Expected Economic Life.</u> The "reasonably expected economic life" of the Projects within the meaning of Sections 9-21-101, <u>et seq.</u>, Tennessee Code Annotated, is greater than the term of the Bonds authorized herein.

<u>Section 14.</u> <u>Resolution a Contract.</u> The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

<u>Section 15.</u> <u>Separability.</u> If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

<u>Section 16.</u> <u>Repeal of Conflicting Resolutions and Effective Date</u>. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Duly adopted and approved on September 20, 2022.

Mayor	
	Mayor

STATE OF TENNESSEE	
COUNTY OF HAMBLEN	

I, Anthony W. Cox, certify that I am the duly qualified and acting City Administrator of the City of Morristown, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the Municipality held on September 20, 2022; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the issuance of not to exceed \$4,675,000 of the Municipality's General Obligation Bonds.

WITNESS my official signature on ______, 2022.

City Administrator

33765993.1

RESOLUTION NO. 2022-25

A RESOLUTION OF THE COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE HEREBY ACCEPTING THE PROPOSAL OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A PROJECT DESIGNATED AS STATE PROJECT NO., 32004-3228-04, 32004-1228-04, DESCRIBED AS INTERSECTION AT SR-474 (MERCHANT'S GREENE BOULEVARD), LM 4.61 IN MORRISTOWN ROUTE SR-34.

WHEREAS, the Tennessee Department of Transportation has presented a Proposal to the City of Morristown, Tennessee, concerning State Project No., 32004-3228-04, 32004-1228-04, described as the intersection at SR-474 (Merchant's Greene Boulevard), LM 4.61 in Morristown Route SR-34; and

WHEREAS, the Morristown, Tennessee City Council has determined that the above referenced project will benefit the City of Morristown, Tennessee and the citizens thereof; and

WHEREAS, the Morristown, Tennessee City Council wishes to cooperate with the State of Tennessee Department of Transportation with the road improvements at the intersection at SR-474 (Merchant's Greene Boulevard), LM 4.61 in Morristown Route SR-34 in the City of Morristown, Tennessee; and

WHEREAS, said Proposal is incorporated herein by referenced, the same as if copied herein verbatim, with a copy of said Proposal attached hereto; and

WHEREAS, the terms and conditions of said Proposal to the City of Morristown as submitted by the State of Tennessee, Department of Transportation, are accepted and approved by the Morristown Tennessee City Council, and the City of Morristown shall fulfill all obligations concomitant thereto: now

THEREFORE, BE IT RESOLVED, by the Morristown Tennessee City Council that this resolution is duly passed and approved this 20th day of September 2022, and shall take affect from and after its passage.

	Mayor	
ATTEST:		
City Administrator		

State Project Number: 32004-3228-04,32004-1228-04

PROPOSAL

OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE

TO THE CITY OF MORRISTOWN, TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter

"DEPARTMENT", proposes to construct a project in the City of Morristown, Tennessee,

hereinafter "CITY", designated as Federal Project No., State Project No. 32004-3228-04,32004-

1228-04, that is described as "Intersection at SR-474 (Merchants Greene Boulevard), LM 4.61

in Morristown Route: SR-34", provided the CITY agrees to cooperate with the DEPARTMENT

as set forth in this proposal, so that the general highway program may be carried out in

accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. That in the event any civil actions in inverse condemnation or for damages are

instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-

way and easements, and constructing said project in accordance with the plans and as necessary

to make the completed project functional, it will notify in writing the Attorney General of the

State, whose address is 425 Fifth Avenue North, Nashville, Tennessee, 37243, of the institution

of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the

service of each of the same, under penalty of defending such actions and paying any judgments

which result therefrom at its own expense.

2. The CITY will close or otherwise modify any of its roads, or other public ways if

indicated on the project plans, as provided by law.

3. The CITY will transfer or cause to be transferred to the DEPARTMENT, without cost

to the DEPARTMENT, all land owned by the CITY or by any of its instrumentalities as required

State Project Number: 32004-3228-04,32004-1228-04

for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right-of-way of any road or other public way owned by the CITY or any of its instrumentalities, the CITY agrees that it will take any action necessary to require the removal or adjustment of any of the above-described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the CITY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the CITY.

The foregoing does not apply to those utility facilities which are owned by the CITY or one of its instrumentalities, it being understood that the CITY has the duty to relocate or adjust such facilities, if required, provided the CITY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the CITY.

- 5. The CITY will maintain any frontage road to be constructed as part of the project;
- 6. After the project is completed and open to traffic, the CITY will accept jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map.
- 7. The CITY will make no changes or alter any segment of a road on its road system that lies within the limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the

Federal Project Number:

State Project Number: 32004-3228-04,32004-1228-04

DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of

the CITY for such part of the project as may presently be on its highway, street, road or bridge

system.

9. It is understood and agreed between the DEPARTMENT and the CITY that all traffic

control signs for the control of traffic on a street under the jurisdiction of the CITY and located

within the DEPARTMENT's right-of-way shall be maintained and replaced by the CITY.

10. When traffic control devices for the direction or warning of traffic, lighting of

roadways or signing, or any of them, which are operated or function by the use of electric current

are constructed or installed as part of the project, they will be furnished with electricity and

maintained by the CITY.

11. If, as a result of acquisition and use of right-of-way for the project, any building

and/or structure improvements become in violation of a CITY setback line or building and/or

structure requirement, including, but not limited to, on-premise signs, the CITY agrees to waive

enforcement of the CITY setback line or building and/or structure requirement and take other

proper governmental action as necessary to accomplish such waiver.

12. If, as a result of acquisition and use of right-of-way for the project, any real property

retained by any property owner shall become in violation of a CITY zoning regulation or

requirement, the CITY agrees to waive enforcement of the CITY zoning regulation or

requirement and take other proper governmental action as necessary to accomplish such waiver.

13. The CITY will not authorize encroachments of any kind upon the right-of-way, nor

will the CITY authorize use of the easements for the project in any manner which affects the

DEPARTMENT's use thereof.

14. The CITY will obtain the approval of the DEPARTMENT before authorizing parking

Rev. 12-05-2016

3

Federal Project Number:

State Project Number: 32004-3228-04,32004-1228-04

on the right-of-way and easements for the project.

15. The CITY will not install or maintain any device for the purpose of regulating the

movement of traffic on the roadway except as warranted and in conformity with the Manual on

Uniform Traffic Control Devices.

16. If the project is classified as full access control (i.e. a project which has no

intersecting streets at grade), then the DEPARTMENT will maintain the completed project. If

the project is not classified as full access control, then the DEPARTMENT will maintain the

pavement from curb to curb where curbs exist, or will maintain the full width of the roadway

where no curbs exist. The CITY agrees to maintain all other parts of non-access control projects;

provided, however, that any retaining walls, box culverts, or other like structures constructed as

part of the project that support the structural integrity or stability of the roadway surface shall be

maintained by the DEPARTMENT.

17. If a sidewalk is constructed as a component of this project, the CITY shall be

responsible for maintenance of the sidewalk and shall assume all liability for third-party claims

for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT'S

maintenance responsibilities as set forth in section 16 of this Proposal.

18. When said project is completed, the CITY thereafter will not permit any additional

median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person,

firm, corporation, or governmental agency, without first obtaining the approval of the

DEPARTMENT.

19. The DEPARTMENT will acquire the right-of-way and easements, construct the

project and defend any inverse condemnation for damage or civil actions of which the Attorney

General has received the notice and pleadings provided for herein; provided, however, that if the

project is being constructed pursuant to a contract administered by the DEPARTMENT's Local

Federal Project Number:

State Project Number: 32004-3228-04,32004-1228-04

Programs Development Office, the terms of that contract shall control in the event of a conflict with this Proposal..

- 20. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the CITY.
- 21. The acceptance of this proposal shall be evidenced by the passage of a resolution or by other proper governmental action, which shall incorporate this proposal verbatim or make reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT h	as caused this proposal to be executed
by its duly authorized official on this the day of	, 20
THE CITY OF, TENNESSEE	
BY:	DATE:
STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION	
BY: JOSEPH GALBATO, III COMMISSIONER	DATE:
APPROVED AS TO FORM AND LEGALITY:	
BY: JOHN REINBOLD GENERAL COUNSEL	DATE:

Rev. 12-05-2016

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STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION **BUREAU OF ENGINEERING**

	NO X	YES	DOES THIS PROJECT QUALIFY FOR UTILITY CHAPTER 86	
		RMINATION	WORK ZONE SIGNIFICANCE DETE	
FE	NO X	YES	SIGNIFICANT	

		YEAR	SHEET NO.
	TENN.	2022	1
İ	FED. AID PROJ. NO.		
Ī	STATE PROJ NO	32004-	1228-04

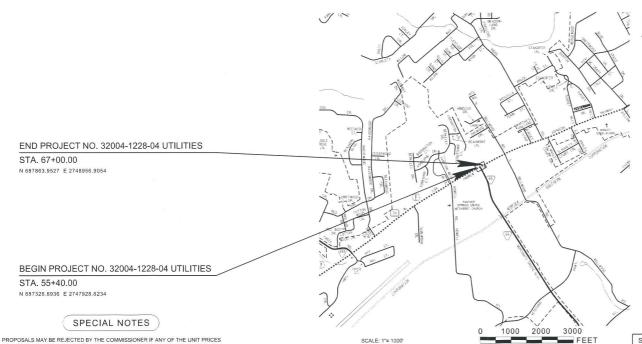
HAMBLEN COUNTY

SR-34: INTERSECTION AT SR-474 (MERCHANTS GREENE BOULEVARD), LM 4.61 IN MORRISTOWN

UTILITIES ONLY INTERSECTION IMPROVEMENTS

STATE HIGHWAY NO. 34 F.A.H.S. NO. US-11E





NO EXCLUSIONS



COMMISSIONER

TRAFFIC DATA SURVEY 8-05-20 SURVEY ADD 05-11-22 ADT (2022) ADT (2042) DHV (2022)

3491 66 - 45 T (ADT) 3 % T (DHV) 2 %

25240

33170

COORDINATES ARE NAD 83(2011), ARE DATUM ADJUSTED BY THE FACTOR OF 1,0003 AND TIED TO THE TGRN. ALL ELEVATIONS

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION

Return to Agenda DIVISION ADMINISTRATOR

DATE

CONTAINED THEREIN ARE OBVIOUSLY UNBALANCED, EITHER EXCESSIVE OR BELOW THE REASONABLE COST ANALYSIS VALUE THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF

THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED JANUARY 1, 2021 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE PLANS AND IN THE PROPOSAL CONTRACT.

CHECKED BY: AUBIN CANNING

TDOT ROAD SP. SV. 2 : JAY MORGAN, P.E.

DESIGNER: XINCHE 524ANG 32004-1228-04 (DESIGN)

BOX BRIDGE LENGTH **BOX BRIDGE LENGTH** PROJECT LENGTH

R.O.W. LENGTH

BRIDGE LENGTH

ROADWAY LENGTH

0.000 MILES

0.000 MILES A 0.219 MILES

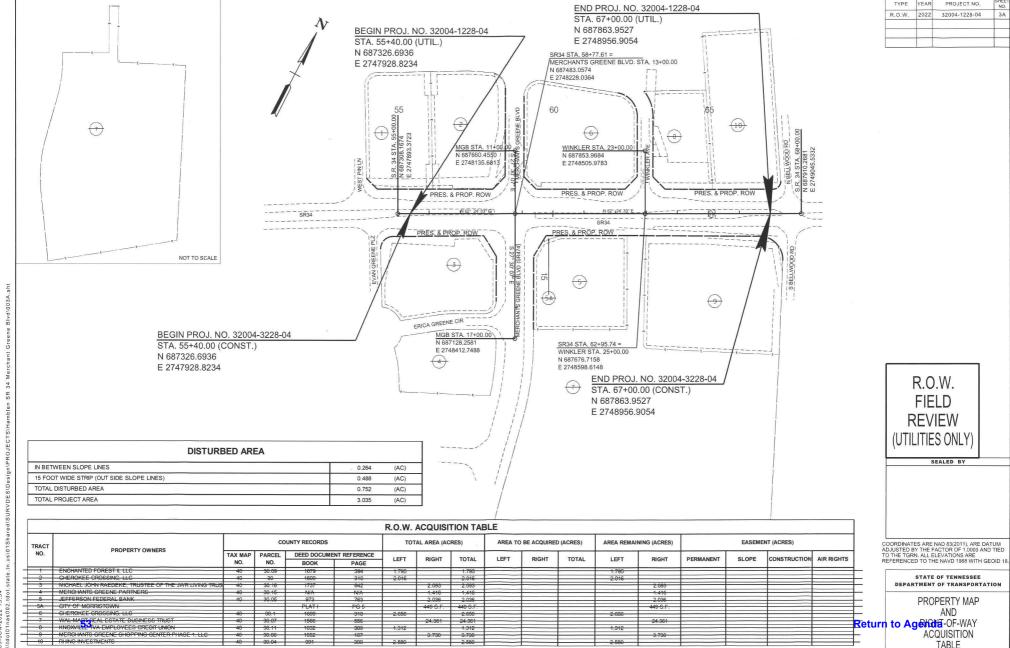
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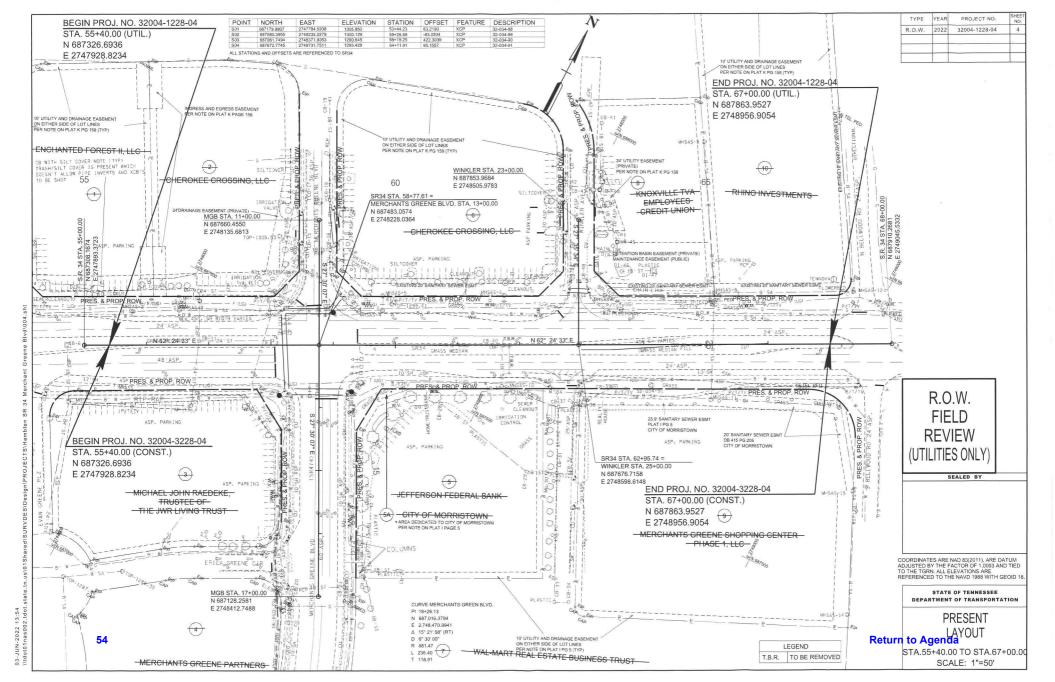
0.219 MILES

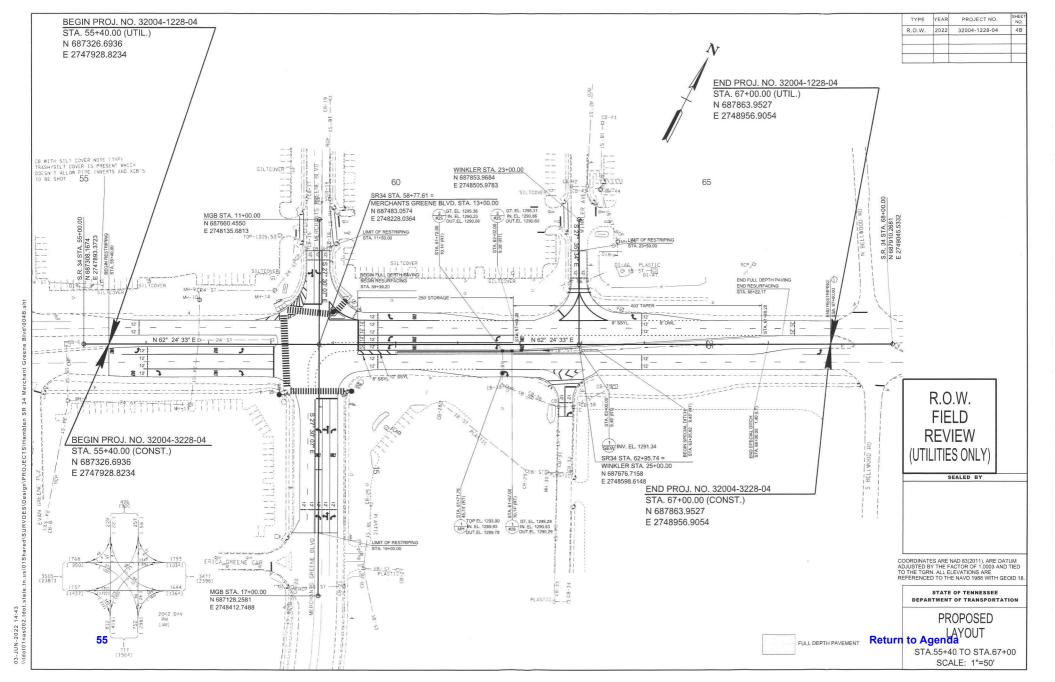
0.000 MILES

Not included in the project length (Non Riding Surface)

ARE REFERENCED TO THE NAVD 1988 WITH GEOID 18.







The City of Morristown

Community Development & Planning



TO:

Morristown City Council

FROM: DATE:

Lori Matthews September 20^h 2022

REQUEST:

Rezoning Request

Applicant and property owner Mark Sawyer has requested that his property, addressed as 210 East Economy Road, be rezoned from its current designation of Light Industrial (LI) to Intermediate Business (IB). The property is located directly behind Captain D's (restaurant) off of West Andrew Johnson Highway.

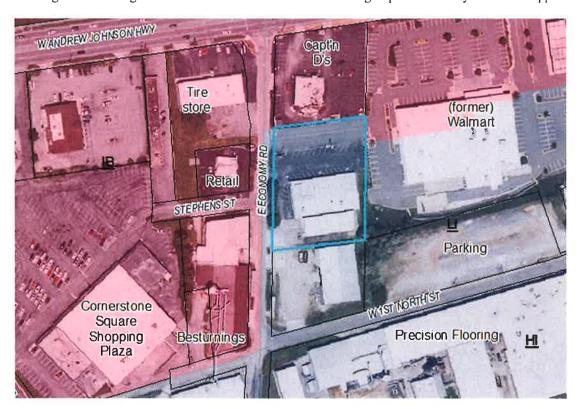
The property at just over one-acre is size, has over several years, transitioned in use from medical offices to a church. The owner is currently renovating the 10,000 square foot building and intends to lease it as office and salon space. Attached to the primary building is a 4,000 square foot warehouse, currently being used for cornhole board production and (party) inflatables. There is adequate parking along the north side of the office building for all tenants.

Properties to the east, west and north of the subject site are zoned and predominantly used for commercial type uses, as would be expected along a major City thoroughfare.

Staff has been making strides this past year in cleaning up some incompatible zoning designations and uses within the City, i.e., properties zoned as commercial or industrial but over time, developed instead into residential housing communities. Staff views this request in the same vain, as much of the inner City properties still zoned for manufacturing have been converted to commercial businesses. Historical maps show the subject property used as office space as far back as 2007. The uses within the attached warehouse structure are acceptable uses under the City's Intermediate Business district.

RECOMMENDATION:

The Morristown Regional Planning Commission voted to forward this rezoning request on to City Council to approve.

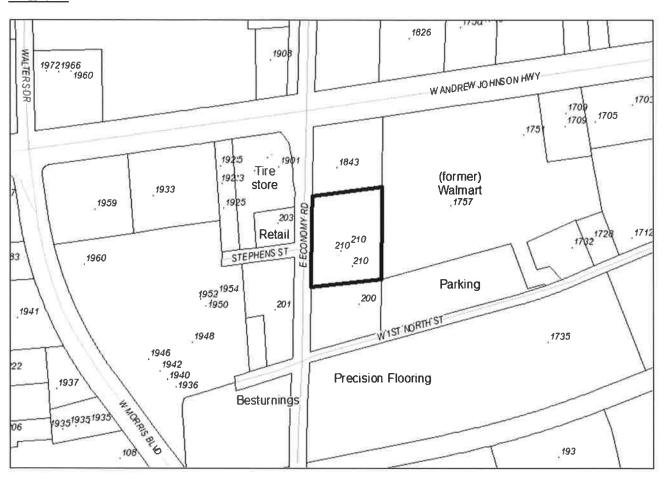


ORDINANCE NO, ENTITLED AN ORDINANCE TO AMEND THE MUN TENNESSEE, APPENDIX B.	ICIPAL CODE OF THE CITY OF MORRISTOWN,			
{Rezoning of Hamblen County Tennessee Tax Parce (Intermediate Business) the general location being sh	el ID #041C B 00208 000 from LI (Light Industrial) to IB own on the attached exhibit A.}			
ECTION 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 am	endment:			
Being Hamblen County Tax Parcel # 041C B 00208 000, loca Highway along the east side of East Economy Road;	ted approximately 150 feet south of West Andrew Johnson			
SECTION II. BE IT RESOLVED by the City Council of the same hereby is amended so as to provide that the following de IB (Intermediate Business);				
SECTION III. BE IT FURTHER ORDAINED that all maps, effect the amendment as herein provided, to the extent that the for High Density Residential uses exclusively.				
SECTION IV. BE IT FURTHER ORDAINED that all ordina same are, repealed to the extent of such conflict but not furthe				
$\underline{\textbf{SECTION V}}. \ \ \textbf{BE IT FURTHER ORDAINED} \ \ \textbf{that this ordinance takes effect from and after the date of its final passage, the public welfare requiring it.}$				
Passed on first reading the 20th day of September, 2022.				
	Mayor			
ATTEST:				
City Administrator	×			
Passed on second and final reading this 4 th day of October.				
	Mayor			
ATTEST:				

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City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning



TO: FROM:

Morristown City Council Josh Cole, Senior Planner September 20th, 2022

DATE: SUBJECT:

Rezoning Request from HI to IB

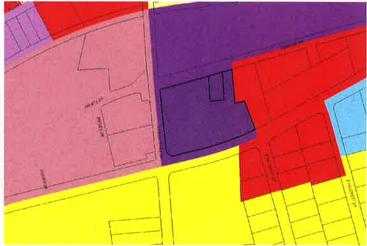
215 S. Liberty Hill Road

BACKGROUND:

Staff has received a request from the property owner to rezone two parcels located at 215 S. Liberty Hill Road from Heavy Industrial (HI) to Intermediate Business (IB). The applicant is requesting this rezoning to place mini-storage units at this location.

The subject parcels were part of the former Berkline industrial site and currently contains an office building on approximately 2.5 acres. It has the portions of the former Berkline site to the north that is zoned HI, commercial buildings to the east along E. Morris zoned IB, the Popkin Town Center commercial development anchored by Food City to the west that is zoned Planned Commercial District (PCD), and the Hillcrest Park baseball field to the south zoned Medium Density Residential District (R2).





RECOMMENDATION:

The subject parcels are along a major corridor that has transitioned over the years from industrial to primarily commercial. Due to this, staff recommends the rezoning to IB and Planning Commission voted to forward this to City Council.

ORDINANCE NO
<u>SECTION I.</u> 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 IB (Intermediate Business District).
BEGINNING at an iron rod set in the southeast right-of-way intersection of Liberty Hill Rod and Berkline Drive; thence, from said point of BEGINNING and along the right-of-way line of Berkline Drive, North 75 deg. 28 min. 00 sec. East 332.85 feet to an existing monument; thence, leaving said right-of-way, South 04 deg. 09 min. 05 sec. East 153.10 feet to an existing monument; thence, North 76 deg. 35 min. 33 sec. East 43.83 feet to an existing monument; thence, South 20 deg. 33 min. 41 sec. East 132.03 feet to an existing monument in the norther right-of-way-line of East Morris Boulevard; thence, with the northern right-of-way line of East Morris Boulevard281.62 feet along a curve to the left having a radius of 1,397.40 feet, and a chord bearing of South 71 deg. 18 min. 03 sec. West and a chord distance of 281.14 feet to an iron rod set; thence, South 77 deg. 04 min. 28 sec. West 104.29 feet to an iron rod set; thence 42.74 feet along a curve to the right having a radius of 25.00 feet and a chord bearing of North 53 deg. 56 min. 57 sec. West and a chord distance of 37.72 feet to an iron rod set; thence, North 04 deg. 58 min. 22 sec. West 274.92 feet to the point of BEGINNING.
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 Intermediate Business District (IB) uses exclusively.
<u>SECTION IV</u> . 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 September 2022.

60 Return to Agenda

ATTEST:

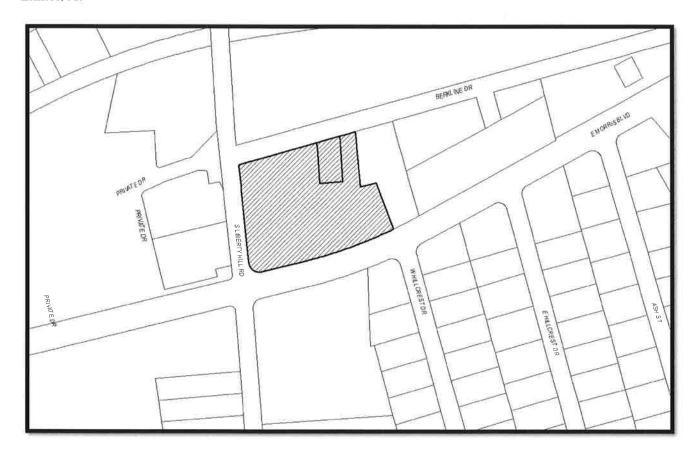
City Administrator

Mayor

Passed on second and final reading the 4th day of October 2022.

ATTEST:	Mayor	
ATTEST.		
City Administrator		

Exhibit A:



Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO)

Morristown, TN - Jefferson City, TN - White Pine, TN - Hamblen County, TN - Jefferson County, TN

Memorandum

To:

Morristown City Council

From:

Richard DesGroseilliers, GISP

Date:

September 20, 2022

Subject:

CDM Smith Associates Contract for SR160 Corridor Study

The Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) is in the process of doing a transportation/land use corridor study of SR160. The study limits will be from the US Hwy 11E/W Andrew Johnson Hwy to McClister Road. LAMTPO had gone through the RFQ process, with a selection committee made up from Morristown, Hamblen County, TDOT, and Rich DesGroseilliers, MTPO Coordinator. The firm that was chosen was CDM Smith Associates.

The total amount of the contract is \$200,000.00, which is what is in the FFY2022-2023 Unified Planning Work Program (UPWP). The LAMTPO TAC approved this contract at their September 8, 2022 meeting, and the LAMTPO Executive Board approved it at their September 14, 2022 meeting.

Consolidated Planning Grant (CPG) funds will be used to pay for this study, and the local match will be evenly split between the City of Morristown, Hamblen County, and Hamblen County Board of Education.

Total Amount	Federal Amount (80%)	State Amount (5%)	Local Match
			(15%)
\$200,000.00	\$160,000.00	\$10,000.00	\$30,000.00

The \$30,000.00 Local Match is broken down to the local agencies:

Local Match Total	Morristown	Hamblen County	НСВОЕ
\$30,000.00	\$10,000.00	\$10,000.00	\$10,000.00

Since Morristown houses LAMTPO staff, and Morristown is the "banker" for LAMTPO, the contract needs to be signed by the City of Morristown personnel.

If there are any questions or comments concerning this document, please feel free to contact me: Rich DesGroseilliers, GISP, MTPO Coordinator 100 W 1st N St
Morristown, TN 37816-1499
richd@mymorristown.com

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER SR-160 Corridor Study - Morristown, TN

THIS IS AN AGREEMENT made as of August 25, 2022 between City of Morristown ("OWNER") and CDM Smith Inc. ("ENGINEER").

OWNER's Project is generally identified as follows SR-160 Corridor Study (the "Project").

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance or furnishing of services by ENGINEER to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below. This Agreement will become effective on the date first above written.

ARTICLE 1 – SCOPE OF SERVICES

1.1 ENGINEER agrees to perform, or cause to be performed, for OWNER services as described in Exhibit A (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

- 2.1 Specific time periods and/or specific dates for the performance of ENGINEER's Services are set forth in Exhibit A.
- 2.2 If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.3 If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.4 Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services. If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of the schedule and of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation.

ARTICLE 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.
- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

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Owner and Engineer – 8/2014

- 3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.4 Be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- 3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any relevant, material defect or nonconformance in ENGINEER's Services or in the work of any Contractor employed by Owner on the Project.
- 3.6 Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

- 4.1 Methods of Payment for Services of ENGINEER.
 - 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit A. If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional taxes in addition to the compensation to which Engineer is entitled.
 - 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Payments are due within 30 days of receipt of invoice.
 - 4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

ARTICLE 5 – GENERAL CONDITIONS

5.1 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

5.2 <u>Technical Accuracy</u>

Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

5.3 Opinions of Probable Construction Cost

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.4 <u>Compliance with Laws and Regulations, and Policies and Procedures</u>

- 5.4.1 Engineer and Owner shall comply with applicable Laws and Regulations.
- 5.4.2 This Agreement is based on Laws and Regulations procedures as of the Effective Date. Changes after the Effective Date to Laws and Regulations may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- 5.4.3 Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- 5.4.4 Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- 5.4.5 Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- 5.4.6 Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

- 5.4.7 Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- 5.4.8 Engineer's services do not include providing legal advice or representation.
- 5.4.9 Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- 5.4.10 While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

5.5 Termination

The obligation to provide further services under this Agreement may be terminated:

- 5.5.1 For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:

1)upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2)upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.

- 3)Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate for cause if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 5.5.2 For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- 5.5.3 Effective Date of Termination: The terminating party under Paragraph 5.5.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and

uncompleted tasks, and to assemble Project materials in orderly files.

5.5.4 Payments Upon Termination:

- a. In the event of any termination under Paragraph 5.5, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 5.6.
- b. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 5.5.4.a, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs.

5.6 Use of Documents

- 5.6.1 All Documents are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- 5.6.2 If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- 5.6.3 Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.
- 5.6.4 OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Upon receipt of full payment due and owing for all Services, ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and related uses of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER: (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights

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in third parties.

5.6.5 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.7 Controlling Law

This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

5.8 <u>Mutual Waiver of Consequential Damages</u>

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

5.9 <u>Limitation of Liability</u>

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or \$50,000, whichever is greater.

5.10 Successors and Assigns

- 5.10.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.10.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- 5.10.2 Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- 5.10.3 Unless expressly provided otherwise in this Agreement:
 - a. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Constructor, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.
 - b. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.11 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.12 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.13 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

5.14 Environmental Site Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern as defined in Article 6, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

5.15 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property.

5.16 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.17 <u>Nondiscrimination and Affirmative Action</u>

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.18 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

5.19 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.20 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.21 <u>Subcontractors</u>

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.22 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "defective" will be used in this Agreement as defined in the Standard General Conditions.

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5.23 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.24 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

ARTICLE 6 – DEFINITIONS

Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.2 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA")l [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §v1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6.3 Construction Cost − ♦

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and

[♦] This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

6.4 Constructor

Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

6.5 Contractor - ♦

The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

6.6 <u>Documents</u>

As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.

6.7 ENGINEER's Subcontractor.

A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

6.8 Reimbursable Expenses.

The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit A.

6.9 <u>Resident Project Representative -</u> ◆

The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").

6.10 Standard General Conditions - ♦

The Standard General Conditions of the Construction Contract (No. N/A) of the Engineers Joint Contract Documents Committee.

6.11 Total Project Costs - ♦

The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals

[♦] This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.

6.12 Work - ♦

The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A - Proposal for Professional Engineering and Planning Services

This Agreement (consisting of Pages 1 to 11 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Knoxville, TN 37921

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:	ENGINEER: Romld John Mire of
By: Title:	By: Ronald Jeffrey Mize, Jr, P.E. Title: Vice President
Date:	Date: August 25, 2022
Address for giving notices:	Address for giving notices:
	MizeRJ@CDMSmith.com
	1100 Marian Street Suite 300

73

Exhibit A

Proposal for Professional Engineering & Planning Services



1100 Marion St., Suite 300 Knoxville, Tennessee 37921 tel: 865. 963.4300

August 25, 2022

Richard DesGroseilliers, GISP, MTPO Coordinator LAMTPO 100 W 1st North Street Morristown, TN 37814 423-581-6277

RE: Professional Engineering and Planning Services for Morristown SR 160 Corridor Study

Dear Mr. DesGroseilliers,

CDM Smith is pleased to offer this professional engineering proposal to provide traffic engineering and planning services for the SR 160 Corridor in Morristown, TN. The description of the scope follows this letter.

We can undertake this scope of work immediately after receipt of your authorization to begin work. We propose to complete this scope of services for a lump sum fee of \$200,000 which is inclusive of labor and direct expenses.

CDM Smith sincerely appreciates the opportunity to submit this proposal and trust it is responsive to your needs. Should you find it acceptable, please sign the attached standard agreement for professional services to form the balance of our contract for the project. If you have any questions or need additional information, please do not hesitate to call.

Sincerely, CDM Smith Inc.

Jeff Mize, P.E. Vice President Chris Kirby, P.E., P.M.P.

Principal, Project Manager



SR 160 Corridor Study Scope and Fee

CDM Smith's approach for the SR 160 corridor study will generally follow the steps required to complete a TDOT Transportation Investment Report (TIR) with special attention to LAMPTO's five critical success factors:

- Factor 1 Engage the stakeholders and public in meaningful and efficient participation.
- Factor 2 Determine / understand / analyze the key characteristics of the corridor study area.
- Factor 3 Identify and evaluate transportation systems and facilities and how it serves the community.
- Factor 4 Provide insightful recommendations to promote efficient and cost-effective improvements.
- Factor 5 Provide realistic cost estimates to allow for effective decision-making.

With existing plans and studies serving as a foundation, our approach to this project is discussed by task in the following pages.

SR 160 Study Area

The study area limits are US 11E on the west to McClister Road on the east (see attached map Exhibit A). Specific study area intersections along US 160 include:

- 1. US 11E (signalized)
- 2. Old Highway 11E (unsignalized)
- 3. Commerce Boulevard (unsignalized)
- 4. Dearing Road (unsignalized)
- 5. Veterans Parkway (unsignalized)
- 6. Alpha Valley Home Road (SR 342) (unsignalized)
- 7. Maple Valley Road (unsignalized)
- 8. SR 66 (merge and diverge points)
- 9. S Sugar Hollow Road (unsignalized)
- 10. Mayes Road (unsignalized)
- 11. Valley Home Road (unsignalized)
- 12. Doctor MLK Parkway (unsignalized)
- 13. Sulphur Springs Road (unsignalized)
- 14. SR 343 (merge and diverge points)
- 15. US 25E northbound ramp terminal SR 66 (unsignalized)
- 16. US 25E southbound ramp terminal SR 66 (unsignalized)



- 17. Wilson Hale Road (unsignalized)
- 18. Bethel Road (unsignalized)
- 19. Lowland Pike (unsignalized)
- 20. I-81 southbound ramp terminal (unsignalized)
- 21. I-81 northbound ramp terminal (unsignalized)
- 22. McClister Road (unsignalized)
- 23. Fish Hatchery Road (unsignalized)
- 24. Springvale Road (unsignalized)
- 25. Cobble Lane (unsignalized)

Task 1 - Public Participation

A key part of our approach will be working with the City of Morristown, LAMTPO, TDOT, and Hamblen County to facilitate a public engagement process where concepts are presented to stakeholder groups to gather input and build consensus.

Virtual steering committee or progress meetings will be held throughout the project. Including a kick-off meeting, a total of five meetings are proposed. We envision that the Steering Committee will be comprised of the consulting team, City of Morristown, LAMTPO, TDOT, and Hamblen County.

A stakeholder engagement process with the local community is proposed that will include:

- An in-person kickoff meeting to introduce stakeholders to the project and seek their aspirations for the corridor.
- Online survey
- An in-person public meeting/workshop to describe preliminary findings and seek input
- Spanish and English versions of meeting materials.
- An in-person initial Recommendations meeting with LAMTPO Technical Advisory Committee (TAC).
- An in-person final document presentation to LAMTPO TAC.
- An in-person final document presentation to LAMTPO Executive Board.

The stakeholder engagement will include a SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis for the corridor to help determine short-term and long-term direction. Stakeholders will include property owners along the route, the Millstone Golf Course development, and school officials for the planned elementary school on Martin Luther King (MLK) Jr Parkway.

Task 2 - Analyze the Characteristics of the Study Area

The following subtasks are proposed:

• Review the FEMA flood maps for the corridor and evaluate HEC-RAS modeling associated with the study area.



- Use USGS and GIS mapping to identify topography, soil types, and the specific geology of the study area.
- Look at growth plans and future development patterns for the corridor and review existing
 and future zoning. We will evaluate the development and planning processes in place for the
 corridor and make recommendations.
- Look at growth trends in population and employment. CDM Smith will prepare graphics showing existing and future population and employment trends for comparison.
- Inventory storm water infrastructure along the corridor including any adjacent ponds, closed system conveyances, and open system conveyances.
- Review adjacent utility easements and locations along the corridor.
- Review and inventory the typical sections and median openings.

Final recommendations will be influenced by these characteristics both geographically and socioeconomically. Future zoning planning, zoning overlays, and anticipated population growth of Morristown will shape the corridor in both the near term and the long term. Smart growth based on these factors in this corridor will be a critical factor in Morristown and Hamblen County's continued success.

Task 3 - Transportation Systems and Facilities Evaluation

The following subtasks are proposed:

- CDM Smith will utilize Abbie Jones Consulting (a DBE firm) to conduct traffic counts (7-9 AM and 2-6 PM) at the 25 key intersections (see intersection list above) along the corridor.
 Twenty-four-hour segment counts will be collected at up to three locations along the corridor to allow for vehicle classification and speed data to be ascertained in the corridor. This task will include processing new turning movement count and volume counts for AM and PM peak periods.
- Review previous traffic studies in the area to document study concerns, commitments, and findings.
- Utilize the LAMPTO Long Range Transportation Plan (LRTP) and Travel Demand Model (TDM) to project traffic growth factors in the short term (5-years) and the long term (25-years). We will verify and compare these growth factors against historical trends from TDOT AADT count stations within the corridor for the same periods.
- Review crash data and conduct analyses. A map showing the crash location, crash type, and severity will be prepared for a 5-year period from 2017-2021, which will help identify existing deficiencies that should be addressed. Using Crash Modification Factors, the safety benefits of proposed improvements will be estimated.



- Take growth factors determined by the LRTP and TDM and grow existing intersection counts to short term (5-year) and long term (25-year) analysis periods to test potential improvements and make recommendations for capacity improvements along the corridor.
- Perform AM and PM peak hour LOS capacity analysis using HCS for merge/diverge movements and Synchro for the short term and long-term periods. Improvements will be based on volumes that are derived from the Traffic Demand Model (TDM) for existing and future analysis periods.
- Screen existing facilities for any variances or exceptions related to TDOT Design Guideline standards, PROWAG, FHWA, and City Development Guidelines.
- Using a context sensitive process and from the public involvement process, CDM Smith will
 prepare concepts that reflect community character, safety, sustainability, and growth
 potential. These concepts could be median cut improvements, J-turns, improved
 acceleration/deceleration lanes, frontage roads, intersection control changes, ITS
 enhancements, and other improvements, just to mention just a few.
- At up to five locations, utilize SimTraffic modeling software to provide a practical visual tool for the City of Morristown, LAMTPO, TDOT, and Hamblen County to review as concepts are developed.
- Review Right-of-Way alignment of the current corridor and prepare concept cross sections to include alternatives such as acceleration/deceleration lanes, frontage roads, median modifications, trails, greenways, and barrier protected multi-use path alternatives.
- Evaluate alternative roadway expansions in the corridor including the extension of Gateway Services Park Road to MLK Jr Parkway. These expansions would support greater access and safety, and in coordination with ITS improvements, would provide diversion alternatives for better and safer incident management.
- Summarize all data collected and inventory existing conditions to show a clear picture of present conditions and future trends to use as a baseline for recommendations.

Task 4 - Recommendations and Cost Estimates

The following subtasks are proposed:

- Develop concepts to obtain a level of confidence that each alternative is practical and achieves the vision for the corridor.
- Develop alternatives that improve safety and congestion along the corridor in keeping with the community's character and economic growth potential.
- Show recommendations for both short term improvements for a 5-year projected time frame and long-term improvements for a 25-year projected time frame that incorporate findings from the public involvement process, stakeholder input, and SWOT analysis.



- Use a combination of GIS base mapping and aerial imagery to complete conceptual layouts of the corridor with different cross section options.
- Identify potential right-of-way constraints of mainline sections and evaluate opportunities for implementation of safe bike facilities, multi-use paths, and transit stops given the current high-speed nature of the corridor.
- Use TDOT's latest cost estimating tool along with supporting data from the concept plans to prepare order-of-magnitude cost estimates for each short term and long-term alternative.
- Provide a cost benefit analysis for short and long-term improvements for comparison.

Task 5 - Deliverables

The following deliverables are proposed:

- A draft and final report that includes a summary of existing conditions, a prioritized list of improvements, depictions of concepts, cost estimates, major challenges, and required easements.
- Technical appendix
- CADD drawings or landscape architect renderings of the concepts being proposed. The CADD drawings will be plan-view-only functional/conceptual layouts on GIS mapping or aerial photographs.

Task 6 – Project Management and Quality Control

The following subtasks are proposed:

- Management of the project including the technical activities, the financial components, the schedule, and communication with LAMTPO, the steering committee, and stakeholders.
- Undertake CDM Smith's thorough quality control process

Assumptions

- CDM Smith will provide only digital version of initial and final deliverables.
- We assume CDM Smith will receive base mapping from City of Morristown GIS
- We assume CDM Smith will receive one set of non-conflicting comments that have been coordinated in advance by reviewers and stakeholders.
- CDM Smith Assumes any additional meetings not listed in the above scope or schedule will be additional services.



Schedule and Fee

The following schedule was provided in the RFQ document. This is an aggressive schedule given the amount of public involvement and technical work to be performed.

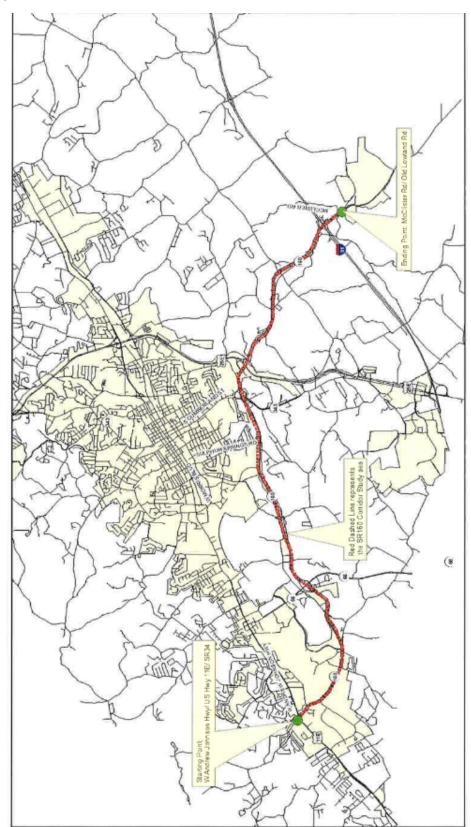
Date	Action
August 2022	Project Inception
September 2022	Stakeholders/ Kickoff meeting
October 2022	Monthly update
November 2022	Monthly update
December 2022	Monthly update
January 2023	Monthly update
February 2023	First draft of Document
March 2023	Revisions, if any
March 2023	Final Document submittal/ presentations

CDM Smith proposes to undertake these professional services for a lump sum fee of \$200,000. Monthly invoices will be submitted based upon a percent of work complete at the time of billing. CDM Smith appreciates the opportunity to submit this proposal and trust it is responsive to your needs.



Richard DesGroseilliers August 25, 2022

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Location Map

Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO)

Morristown, TN - Jefferson City, TN - White Pine, TN - Hamblen County, TN - Jefferson County, TN

Memorandum

To: Morristown City Council From: Richard DesGroseilliers, GISP

Date: September 20, 2022

Subject: Residual FTA 5303 Grant Contracts (2 of them)/ Transit Center Study

The Lakeway Area Metropolitan Transportation Planning Organization (LAMTPO) is in the process of doing a public transportation transit center study for ETHRA/ Lakeway Transit.

LAMTPO and ETHRA received a grant from TDOT for the residual FTA 5303 funds.

The total amount of the grants is for \$100,000.00, and this is in the FFY2022-2023 Unified Planning Work Program (UPWP). The breakdown of the grants is shown in the table below:

	Local Funds (10%)	State Funds (10%)	Federal Funds (80%)	Total Funds
Contract 1	\$6,652.00	\$6,652.00	\$53,215.00	\$66,519.00
Contract 2	\$3,348.00	\$3,348.00	\$26,785.00	\$33,481.00
TOTALS	\$10,000.00	\$10,000.00	\$80,000.00	\$100,000.00

Since Morristown houses LAMTPO staff, and Morristown is the "banker" for LAMTPO, the contract needs to be signed by the City of Morristown Mayor.

If there are any questions or comments concerning this document, please feel free to contact me:

Rich DesGroseilliers, GISP, MTPO Coordinator 100 W 1st N St Morristown, TN 37816-1499 richd@mymorristown.com

TDOT PROJECT NO.: 985303-S3-003 FTA PROJECT NO.: TN2017-003

DGA NO.: DG23-73928

AGRICU	(cost reimb	ursement	grant d	contract with a		ONTRA or Tennessee		nental entity or their
1796	agents and	instrumen	talities	3)				
Begin Da	te	End Date	е		Agenc	y Tracking #		Edison ID
7.	/1/2022	6	/30/2	024		40100-49	510	73928
Grantee L	Grantee Legal Entity Name							Edison Vendor ID
City of N	Morristown on b	ehalf of L	_AMT	PO				83265
Subrecip	ent or Recipient		CFDA	# 20.505				
s	ubrecipient							
⊠ R	ecipient		Grant	ee's fiscal ye	ar end	June :	30	
Service C	aption (one line o	nly)						
FFY 201	6 - 5303 Metro	opolitan T	Γrans	portation P	lanning	Program -	Planning Ass	sistance
Funding -	·	Fadassi		Intendence	montal	Other	TOTAL Gra	nt Contract Amount
FY 2023	\$6,652.00	Federal \$53,21	15.00	Interdepart	пептаг	Otner	TOTAL GIA	\$59,867.00
2023	\$0,002.00	400,2						
TOTAL:	\$6,652.00	\$53,21	5.00					\$59,867.00
Grantee S	Selection Process	Summary						
Competitive Selection Describe the competitive selection process used.				ised.				
Non-	competitive Sele				are based on formula, census population, county count, vehicle co			y count, vehicle count,
appropriat	ion from which ob be paid that is n	ation: There is a balance in the obligations hereunder are anot already encumbered to pay			e CPO USE – GG			
		Z-23-5303-01			ı			
Speed Ch	art (optional)		t Code 71304	(optional) -000				

Address #1

GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION AND CITY OF MORRISTOWN ON BEHALF OF LAMTPO

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 Grantee City of Morristown on behalf of LAMTPO, hereinafter referred to as the "Grantee," is for the provision of planning assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 83265

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 Grantee shall abide by the provisions of the Federal Transit Administration (FTA) Section 5303
 Program, codified by 49 U.S.C. 5303 to provide funds to Metropolitan Planning Organizations (MPOs) to
 support the costs of preparing long range transportation plans, preparing financially feasible Transportation
 Improvement Plans, and conducting intermodal transportation planning and technical studies. Specifically,
 the funds will assist the Grantee with transportation planning administration, project planning, and transit
 planning coordination activities. The Grantee shall provide reports supporting activities with the deliverables
 including, but not limited to, the following:

a. Transportation Planning Administration

- 1. Conform to federal requirements, including support for a cooperative, continuous, and comprehensive program of activity.
- 2. Provide resources and information to ensure public awareness and involvement in the local transportation planning process.

b. Project Planning

- Identify and meet the short-range transportation needs of the urban area, through the development
 of studies, plans and programs that promote the efficient use of existing transportation resources.
- 2. Develop the urban area Transportation Improvement Program (TIP).
- 3. Advise and recommend amendments to the Long Range Transportation Plan, as needed.

c. Transit Planning

- Assist MPO and transit agency policy board members in understanding the metropolitan transportation planning process.
- 2. Emphasize the preservation of the existing transportation system.
- Perform various special projects relating to the investigation of demand responsive transit, improvement of transit amenities, and expanded shuttle services.
- 4. Improve the accessibility, connectivity, and mobility of people across and between transportation modes.
- A.3. <u>Incorporation of Additional Documents</u>. 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.

- 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 5303 Program application.
- A.4. <u>Incorporation of Federal Award Identification Worksheet</u>. The federal award identification worksheet, which appears as Attachment One, is incorporated in this Grant Contract.
- A.5. Incorporation of Program Funding Commitment to Grantee & Indirect Cost Rate. The Program Funding Commitment to Grantee & Indirect Cost Rate Form, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2022 ("Effective Date") and ending on June 30, 2024, ("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 Fifty-nine Thousand, Eight Hundred and Sixty-seven Dollars and No Cents (\$59,867.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment Three, 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. <u>Compensation Firm</u>. 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. <u>Travel Compensation</u>. 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. <u>Invoice Requirements</u>. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation Multimodal Transportation Resources Division 505 Deaderick Street – James K. Polk Building, Suite1200 Nashville, Tennessee 37243

- 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: Tennessee Department of Transportation, Multimodal Transportation Resources 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:
 - 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) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract includes funds previously allocated in a previous grant contract or provides for a subsequent phase of work with the same funding as a previous contract, and partial dollars were paid in the previous grant contract, then this Grant Contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.
- C.6. <u>Budget Line-item:</u> Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior.

written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

- C.7. <u>Disbursement Reconciliation and Close Out</u>. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State.
 - a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. 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 (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. 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.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required 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.
 - The Grantee must close out its accounting records at the end of the contract period 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. <u>Cost Allocation</u>. 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. <u>Prerequisite Documentation</u>. 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. <u>Termination for Convenience</u>. 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.

- Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant D.4. 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.
- Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for D.5. 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.
- Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall D.6. 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.
- Lobbying. The Grantee certifies, to the best of its knowledge and belief, that: D.7.
 - No federally appropriated funds have been paid or will be paid, by or on behalf of the a. 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.
 - If any funds other than federally appropriated funds have been paid or will be paid to any b. 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.
 - The Grantee shall require that the language of this certification be included in the award C. 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.

Communications and Contacts. All instructions, notices, consents, demands, or other D.8. 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:

Kaitlyn McClanahan, Transit Programs Manager Tennessee Department of Transportation Multimodal Transportation Resource Division James K. Polk Building, Suite 1200 505 Deaderick Street Nashville, Tennessee 37243 kaitlyn.mcclanahan@tn.gov Telephone Number: (615) 532-5835 FAX Number: (615) 253-1482

The Grantee:

Rich DesGroseilliers
Transportation Planning Coordinator
City of Morristown
100 West 1st North Street
Morristown, TN 37814
richd@mymorristown.com
Telephone: (423) 581-6277

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. <u>Nondiscrimination</u>. 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. <u>HIPAA Compliance</u>. 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.

- 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. <u>Public Notice</u>. 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. <u>Licensure</u>. 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 quides.

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. <u>Progress Reports</u>. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The 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 Four.

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. <u>Limitation of State's Liability</u>. 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

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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.

- Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable D.25. 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.
- No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the D.27. acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- State and Federal Compliance. The Grantee shall comply with all applicable state and federal D.28. 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/textidx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200 main 02.tpl
- Governing Law. This Grant Contract shall be governed by and construed in accordance with the D.29. 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.
- Completeness. This Grant Contract is complete and contains the entire understanding between D.30. 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.
- Severability. If any terms and conditions of this Grant Contract are held to be invalid or D.31 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.
- Headings. Section headings are for reference purposes only and shall not be construed as part D.32. 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. <u>Debarment and Suspension.</u> 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. <u>Conflicting Terms and Conditions</u>. 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. <u>Printing Authorization</u>. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- Personally Identifiable Information. While performing its obligations under this Grant Contract, E.5. Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Billey Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or

remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.6. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act. as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life

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insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.7. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

- E.8. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.9. <u>FTA Compliance</u>. All applicable terms of FTA Master Agreement, dated February 7, 2022, are incorporated herein by reference.

E.10. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).
- E.11. <u>Match/Share Requirement.</u> A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.

- E.12. 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.13. <u>Ban on Texting While Driving</u>. 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:
 - 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.
- E.14. <u>Disadvantaged Business Enterprises</u>. It is the policy of the Tennessee Department of Transportation that disadvantaged business enterprises (DBEs), as defined in 49 CFR 26, have the maximum opportunity to participate in the performance of subcontracts financed in whole or in part with Federal funds under this Grant Contract. Consequently, the DBE requirements of 49 CFR 26 apply to this Grant Contract. In this regard, the Grantee shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts.
- E.15. <u>No Obligation by Federal Government</u>. The Federal Government is not a party to this Grant Contract and is not subject to any obligations or liabilities to the non-Federal entity, Grantee, or any other party pertaining to any matter resulting from the Grant Contract.
- E.16. Compliance with The False Claims Act. The Grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Grantee's actions pertaining to this Grant Contract.
- E.17. CDC Mask Order. The Grantee agrees to comply with the Centers for Disease Control (CDC)
 Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances
 and at Transportation Hubs. The Grantee agrees to comply with CDC, USDOT and FTA
 requirements as applicable, except to the extent exempted under those requirements. The
 Grantee agrees that FTA may take enforcement action for non-compliance with the CDC Mask
 Order
- E.18. Notice to Third Party Participants. Federal requirements that apply to the State or the Award, the accompanying Underlying Agreement, and any Amendments thereto, may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the State's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement. Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.
- E.19. <u>Seat Belt Use</u>. The Grantee agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and

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- (2) Including a "Seat Belt Use" provision in each Third party agreement related to the Award.
- E.20. Dispute, Breach, Litigation Resolution. If a current or prospective legal matter that may affect the Federal Government emerges, the Grantee must promptly notify the State. The Grantee must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.
 - (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
 - (3) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the State may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal.

IN WITNESS WHEREOF,	
CITY OF MORRISTOWN:	
GARY CHESNEY, MAYOR	DATE
DEPARTMENT OF TRANSPORTATION:	
HOWARD H. ELEY, COMMISSIONER	

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TDOT PROJECT NO.: 985303-S3-003 FTA PROJECT NO.: TN2017-003

DGA NO.: DG23-73928

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

ATTACHMENT ONE

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (UEI)	City of Morristown
Subrecipient's Unique Entity Identifier (UEI)	FWNGHUGWFD22
Federal Award Identification Number (FAIN)	TN2017-003
Federal award date	12/2/2016
Subaward Period of Performance Start and	N/A
End Date	
Subaward Budget Period Start and End Date	7/1/2022 – 6/30/2024
Assistance Listing number (formerly known	# 20.505 - 5303 Metropolitan
as the CFDA number) and Assistance Listing program title.	Transportation Planning Program
Grant contract's begin date	7/1/2022
Grant contract's end date	6/30/2024
Amount of federal funds obligated by this grant contract	\$53,215.00
Total amount of federal funds obligated to the subrecipient	\$53,215.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$1,414,823.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Planning Activities
Name of federal awarding agency	Federal Transit Administration
Name and contact information for the federal awarding official	Michael Sherman 230 Peachtree, NW Suite 1400 Atlanta, Georgia 30303
Name of pass-through entity	Tennessee Department of Transportation Division of Multimodal Transportation Resources
Name and contact information for the pass- through entity awarding official	Kaitlyn McClanahan, Transit Programs Manager James K. Polk Building, Suite 1200 505 Deaderick Street Nashville, Tennessee 37243 kaitlyn.mcclanahan@tn.gov Telephone Number: (615) 532-5835
Is the federal award for research and development?	No.
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	No indirect cost rate for State for federal award.

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ATTACHMENT TWO

PROGRAM FUNDING COMMITMENT TO GRANTEE & INDIRECT COST RATE

Incremental Amount of This Contract	\$	
Total Amount to Grantee over Life of This Grant	\$	
Total Amount Committed to Grantee in Program of Projects to Grantee	\$	
for Grant		
Will Grantee Bill Grant for Indirect Costs?	Yes	No
If Yes, What is the Indirect Cost Rate?		
If Yes, Was Indirect Cost Rate Approved by a Federal Agency"		
If yes, What Federal Agency Provided Approval?	Yes	No
If Yes, Was Indirect Cost Rate Approved by a State Agency?		
If yes, What State Agency Provided Approval?	Yes	No

ATTACHMENT THREE

UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET

	STATE SHARE	FEDERAL SHARE	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT					
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx,xx Operating Assistance					
SCOPE—PLANNING					
44,00.S0 Planning - TDOT					
44.xx.xx (A1) Planning	\$6,652.00	\$53,215,00	\$59,867.00	\$6,652.00	\$66,519.00
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS					
51,xx,xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects					
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
62.0x.xx - Project Administration					
63.5x.xx - Rural Technical Assistance Program					
64.8x.xx - Appalachian					
xx.xx.xx - Other					
GRAND TOTAL	\$6,652.00	\$53,215,00	\$59,867.00	\$6,652.00	\$66,519.00

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: PLANNING	State	Federal	Grant Contract	Grantee	Total Project
441 - 44.24.00 (A1) SHORT RANGE TRANSIT PLANNING	\$6,652.00	\$53,215.00	\$59,867.00	\$6,652.00	\$66,519.00
TOTAL	\$6,652.00	\$53,215.00	\$59,867.00	\$6,652.00	\$66,519.00

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DGA NO.: DG23-73928

ATTACHMENT FOUR

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.

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: 83265
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:
Parent entity's tax identification number:
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 3rd Floor, WRS Tennessee Tower 312 Rosa L Parks Avenue Nashville, TN 37243 Parent entity's contact information Name of primary contact person: Richard L. Descrose: Wers Address: 100 W. 1st NSt PO Box 1499 Morris Bun TN 378/ Phone number: 423-581-6277 Email address: Sidd@mynoms Bun.cm
Parent entity's Edison Vendor ID number, if applicable:

Signature:

Email: richd@mymorristown.com

Signature:

Email: TDOT.Legal.Contracts@tn.gov

Signature:

Email: TDOT.Financecontractsig@tn.gov

Signature:

Email: TDOT.COMMISSIONER'S.Office@tn.gov

DGA NO.: DG23-73928

GRICULA AND THE STATE OF THE ST	(cost reimb	RNMEN ursement gr instrumenta	rant c		NT C	ONTR/	A C T ee local	governmental entity or their
Begin Da	te	End Date			Agenc	y Tracking #	ŧ	Edison ID
7.	/1/2022	6/	6/30/2024		40100-49510		10	73928
Grantee l	egal Entity Name	1						Edison Vendor ID
City	of Morristown o	n behalf o	of LA	MTPO				83265
`	ient or Recipient	C	CFDA	# 20.505				
_	ecipient	(Grant	ee's fiscal ye	ar end	June	e 30	
	aption (one line of 12 - 5303 Metro	• •	rans	portation P	lanning	g Program	- Planr	ning Assistance
Funding -	State	Federal		Interdepart	mental	Other	то	TAL Grant Contract Amount
2023	\$3,348.00	\$26,785	5.00					\$30,133.00
TOTAL:	\$3,348.00	\$26,78	5.00					\$30,133.00
Grantee Selection Process Summary ☐ Competitive Selection ☐ Non-competitive Selection ☐ Applications are based on formula, census population, county count, vehicle county and other probable demographic factors. ☐ Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are						ion, county count, vehicle count,		
required to be paid that is not already encumbered to pay other obligations. Speed Chart (optional) Account Code (optional) 71304000				-		Z-23-	5303-02	

Address #1

DGA NO.: DG20-10

GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION AND CITY OF MORRISTOWN ON BEHALF OF LAMTPO

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 Grantee City of Morristown on behalf of LAMTPO, hereinafter referred to as the "Grantee," is for the provision of planning assistance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 83265

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 Grantee shall abide by the provisions of the Federal Transit Administration (FTA) Section 5303
 Program, codified by 49 U.S.C. 5303 to provide funds to Metropolitan Planning Organizations (MPOs) to
 support the costs of preparing long range transportation plans, preparing financially feasible Transportation
 Improvement Plans, and conducting intermodal transportation planning and technical studies. Specifically,
 the funds will assist the Grantee with transportation planning administration, project planning, and transit
 planning coordination activities. The Grantee shall provide reports supporting activities with the deliverables
 including, but not limited to, the following:

a. Transportation Planning Administration

- 1. Conform to federal requirements, including support for a cooperative, continuous, and comprehensive program of activity.
- 2. Provide resources and information to ensure public awareness and involvement in the local transportation planning process.

b. Project Planning

- Identify and meet the short-range transportation needs of the urban area, through the development
 of studies, plans and programs that promote the efficient use of existing transportation resources.
- 2. Develop the urban area Transportation Improvement Program (TIP).
- 3. Advise and recommend amendments to the Long Range Transportation Plan, as needed.

c. Transit Planning

- Assist MPO and transit agency policy board members in understanding the metropolitan transportation planning process.
- 2. Emphasize the preservation of the existing transportation system.
- 3. Perform various special projects relating to the investigation of demand responsive transit, improvement of transit amenities, and expanded shuttle services.
- Improve the accessibility, connectivity, and mobility of people across and between transportation modes.
- A.3. <u>Incorporation of Additional Documents</u>. 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 5303 Program application.
- A.4. <u>Incorporation of Federal Award Identification Worksheet</u>. The federal award identification worksheet, which appears as Attachment One, is incorporated in this Grant Contract.
- A.5. Incorporation of Program Funding Commitment to Grantee & Indirect Cost Rate. The Program Funding Commitment to Grantee & Indirect Cost Rate Form, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2022 ("Effective Date") and ending on June 30, 2024, ("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 Thirty Thousand, One Hundred and Thirty-three Dollars and No Cents (\$30,133.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment Three, 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. <u>Compensation Firm</u>. 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. <u>Travel Compensation</u>. 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. <u>Invoice Requirements</u>. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Transportation Multimodal Transportation Resources Division 505 Deaderick Street – James K. Polk Building, Suite1200 Nashville, Tennessee 37243

- 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: Tennessee Department of Transportation, Multimodal Transportation Resources 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) All invoice reimbursement amounts are to be rounded down to the next lowest full dollar of the expense by source of reimbursement and by detail budget line item. If the contract includes funds previously allocated in a previous grant contract or provides for a subsequent phase of work with the same funding as a previous contract, and partial dollars were paid in the previous grant contract, then this Grant Contract's initial reimbursement by source of reimbursement and by detail budget line item shall be to achieve the remaining reimbursements in whole dollars. All remaining reimbursements after the first by source of reimbursement and by detail budget line item are to be rounded down to the next lowest whole dollar by source of reimbursement and by detail budget line item.
- C.6. <u>Budget Line-item</u>: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior,

written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

- C.7. <u>Disbursement Reconciliation and Close Out.</u> The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State.
 - a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. 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 (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. 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.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required 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.
 - e. The Grantee must close out its accounting records at the end of the contract period 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. <u>Payment of Invoice</u>. 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. <u>Prerequisite Documentation</u>. 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. <u>Termination for Convenience</u>. 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:

Kaitlyn McClanahan, Transit Programs Manager Tennessee Department of Transportation Multimodal Transportation Resource Division James K. Polk Building, Suite 1200 505 Deaderick Street Nashville, Tennessee 37243 kaitlyn.mcclanahan@tn.gov Telephone Number: (615) 532-5835 FAX Number: (615) 253-1482

The Grantee:

Rich DesGroseilliers
Transportation Planning Coordinator
City of Morristown
100 West 1st North Street
Morristown, TN 37814
richd@mymorristown.com
Telephone: (423) 581-6277

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. <u>Subject to Funds Availability</u>. 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. <u>Nondiscrimination</u>. 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. <u>HIPAA Compliance</u>. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for

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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.

- The Grantee warrants to the State that it is familiar with the requirements of the Privacy a. 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.
- 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.
- 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

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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. <u>Progress Reports</u>. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The 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 Four.

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. <u>Limitation of State's Liability</u>. 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. <u>Tennessee Department of Revenue Registration</u>. 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. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. <u>State and Federal Compliance</u>. 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
- 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. <u>Completeness</u>. 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. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. <u>Iran Divestment Act.</u> 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.

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D.34. <u>Debarment and Suspension.</u> 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. <u>Conflicting Terms and Conditions</u>. 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. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, et seq., shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- Personally Identifiable Information. While performing its obligations under this Grant Contract, E.5. Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

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E.6. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- Reporting of Total Compensation of the Grantee's Executives. a.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2)Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ij. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - Change in pension value. This is the change in present value of defined iv₃ benefit and actuarial pension plans.
 - Above-market earnings on deferred compensation which is not tax ٧.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.7. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

- E.8. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.9. <u>FTA Compliance</u>. All applicable terms of FTA Master Agreement, dated February 7, 2022, are incorporated herein by reference.

E.10. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).
- E.11. Match/Share Requirement. A Grantee Match/Share Requirement is detailed in the Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column in the Grant Budget, shall be reduced by the amount of any Grantee failure to meet the Match/Share Requirement.
- E.12. 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.

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E.13. <u>Ban on Texting While Driving</u>. 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:

- 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.
- E.14. <u>Disadvantaged Business Enterprises</u>. It is the policy of the Tennessee Department of Transportation that disadvantaged business enterprises (DBEs), as defined in 49 CFR 26, have the maximum opportunity to participate in the performance of subcontracts financed in whole or in part with Federal funds under this Grant Contract. Consequently, the DBE requirements of 49 CFR 26 apply to this Grant Contract. In this regard, the Grantee shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts.
- E.15. No Obligation by Federal Government. The Federal Government is not a party to this Grant Contract and is not subject to any obligations or liabilities to the non-Federal entity, Grantee, or any other party pertaining to any matter resulting from the Grant Contract.
- E.16. Compliance with The False Claims Act. The Grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Grantee's actions pertaining to this Grant Contract.
- E.17. CDC Mask Order. The Grantee agrees to comply with the Centers for Disease Control (CDC)
 Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances
 and at Transportation Hubs. The Grantee agrees to comply with CDC, USDOT and FTA
 requirements as applicable, except to the extent exempted under those requirements. The
 Grantee agrees that FTA may take enforcement action for non-compliance with the CDC Mask
 Order.
- E.18. Notice to Third Party Participants. Federal requirements that apply to the State or the Award, the accompanying Underlying Agreement, and any Amendments thereto, may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the State's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement. Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.
- E.19. Seat Belt Use. The Grantee agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:
 - (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
 - (2) Including a "Seat Belt Use" provision in each Third party agreement related to the Award.

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- E.20. <u>Dispute, Breach, Litigation Resolution</u>. If a current or prospective legal matter that may affect the Federal Government emerges, the Grantee must promptly notify the State. The Grantee must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.
 - (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
 - (3) <u>Federal Interest in Recovery</u>. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the State may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal.

IN WITNESS WHEREOF,	
CITY OF MORRISTOWN:	
	DATE
GARY CHESNEY, MAYOR	DATE
DEPARTMENT OF TRANSPORTATION:	
HOWARD H. ELEY, COMMISSIONER	

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

ATTACHMENT ONE

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier	City of Morristown
(UEI) Subrecipient's Unique Entity Identifier (UEI)	FWNGHUGWFD22
Federal Award Identification Number (FAIN)	TN-80-0004-02
Federal award date	9/11/2012
Subaward Period of Performance Start and	N/A
End Date	
Subaward Budget Period Start and End Date	7/1/2022 - 6/30/2024
Assistance Listing number (formerly known	# 20.505 - 5303 Metropolitan
as the CFDA number) and Assistance Listing program title.	Transportation Planning Program
Grant contract's begin date	7/1/2022
Grant contract's end date	6/30/2024
Amount of federal funds obligated by this grant contract	\$26,785.00
Total amount of federal funds obligated to the subrecipient	\$64,363.38
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$4,104,412.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Planning Activities
Name of federal awarding agency	Federal Transit Administration
Name and contact information for the federal	Michael Sherman
awarding official	230 Peachtree, NW
-	Suite 1400
	Atlanta, Georgia 30303
Name of pass-through entity	Tennessee Department of Transportation Division of Multimodal Transportation Resources
Name and contact information for the pass-	Kaitlyn McClanahan, Transit Programs
through entity awarding official	Manager
	James K. Polk Building, Suite 1200
	505 Deaderick Street
	Nashville, Tennessee 37243
	kaitlyn.mcclanahan@tn.gov
	Telephone Number: (615) 532-5835
Is the federal award for research and development?	No.
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	No indirect cost rate for State for federal award.

DGA NO.: DG23-73928

ATTACHMENT TWO

PROGRAM FUNDING COMMITMENT TO GRANTEE & INDIRECT COST RATE

Incremental Amount of This Contract	\$	
Total Amount to Grantee over Life of This Grant	\$	
Total Amount Committed to Grantee in Program of Projects to Grantee	\$	
for Grant		
Will Grantee Bill Grant for Indirect Costs?	Yes	No
If Yes, What is the Indirect Cost Rate?		
If Yes, Was Indirect Cost Rate Approved by a Federal Agency"		
If yes, What Federal Agency Provided Approval?	Yes	No
If Yes, Was Indirect Cost Rate Approved by a State Agency?		
If yes, What State Agency Provided Approval?	Yes	No

ATTACHMENT THREE

UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET

	STATE SHARE	FEDERAL SHARE	GRANT CONTRACT	GRANTEE SHARE	TOTAL
SCOPE—CAPITAL					
11.00.S0 Capital Assistance, Non-ADA - TDOT					
11.00.S1 Capital Assistance, ADA - TDOT					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals		The state of the s			
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11,9x,xx Transit Enhancements					
12.xx,xx Fixed Guideway					
14.xx.xx New Start					
SCOPE—OPERATING					
30.00.00 Operating Assistance - TDOT					
30.xx.xx Operating Assistance					
SCOPE—PLANNING					
44.00.S0 Planning - TDOT					
44.xx.xx (A1) Planning	\$3,348.00	\$26,785.00	\$30,133.00	\$3,348.00	\$33,481.00
SCOPE—MANAGEMENT TRAINING					
50.xx.xx Management Training					
SCOPE—OVERSIGHT REVIEWS			Ti I		
51.xx.xx Oversight Review					
SCOPE—RESEARCH PROJECTS					
55.xx.xx Research Projects			j		
SCOPE—SAFETY & SECURITY					
57.xx.xx Safety and Security					
SCOPE - UNIVERSITY RESEARCH					
70.xx.xx					
SCOPE - Non-Add Scope Codes					
99.xx.xx					
SCOPE - OTHER					
62.0x.xx - Project Administration					
63.5x.xx - Rural Technical Assistance Program					
64,8x,xx - Appalachian					
xx.xx.xx - Other					
GRAND TOTAL	\$3,348.00	\$26,785.00	\$30,133.00	\$3,348.00	\$33,481.00

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

Line Item Detail For: PLANNING	State	Federal	Grant Contract	Grantee	Total Project
442 - 44.24.00 (A1) SHORT RANGE TRANSIT PLANNING	\$3,348.00	\$26,785.00	\$30,133.00	\$3,348.00	\$33,481.00
TOTAL	\$3,348.00	\$26,785.00	\$30,133.00	\$3,348.00	\$33,481.00

DGA NO.: DG23-73928

ATTACHMENT FOUR

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

The City of Morristown

Finance Department



Morristown City Council Agenda Item Summary

Date:

September 20, 2022

Agenda Item:

Acknowledge receipt of qualifications for Architectural Services on September 6, 2022,

and the creation of a qualified eligible firms list including all four submitters.

Prepared By:

Andrew Ellard

Subject:

Architectural Services

Background:

This RFQ was written broadly to open the possibility of other projects in the future that may require architectural services. Having a "qualified list" of firms available may help

the city to move forward more quickly on other upcoming projects.

Findings/Current Activity:

Staff has found that all submitting firms are sufficiently qualified. Maintaining such a list will be beneficial to enable us to move forward more quickly on other future projects. We are actively negotiating terms with one firm for architectural services related to the repair work needed for the roof of the Rose Center's turrets. We expect to bring that

agreement forward at an upcoming meeting.

Financial Impact:

Eligible list creation – no immediate impact. Individual contracts that result from this list would come to the City Council for consideration.

Action options/Recommendations: Acknowledge.

Attachment: Rating sheet of qualified firms submitting.

City of Morristown Office of Finance and Purchasing Architectural Services RFQ

Architectural Services RFQ Tuesday, September 6, 2022 2:00 PM

a	Design Innovation	T OA .	a · aı	W1 0 1.11
Criteria	Architects	Lose & Associates	Sonja Shannon	Thompson & Litton
Qualifications and competence of the firm (Point Value: 25				
Points)	23.75	23.75	22.25	24.25
Firm's experience in the type of service being sought (Point				
Value: 25 Points)	23.75	20	20.5	25
Firm's experience with fed & state funded projects, grant				
compliance, etc. (Point Value: 25 Points)	0	0	0	20.75
Availability of a qualified resident rep and his/her				
proximity to Morristown: (Point Value: 25 Points)	21.75	20.5	25	21.5
	_		·	
Total Points: (100 points maximum)	69.25	64.25	67.75	91.5

The City of Morristown

Finance Department



Morristown City Council Agenda Item Summary

Date:

September 20, 2022

Agenda Item:

Approve a sale and development contract with Michael Bunch Development for the sale of property at Map 043 I, Group E, Parcel 006.00 at East Main Street and James Street for \$10,000 subject to redevelopment of the same and other vicinity properties.

Prepared By:

Andrew Ellard

Subject:

E Main Street Property Redevelopment

Background:

The City took proposals for the redevelopment of this city-owned parcel in May of 2022. The intent of the RFP was to solicit development concepts that would help to extend the footprint of downtown and downtown environment. The proposal with Michael Bunch Development calls for the purchase and renovation of two adjacent buildings for commercial purposes and the construction of a two-story, possibly mixed-use structure on the subject property.

Findings/Current Activity:

As proposed, the development concept meets the intent of the RFP.

Financial Impact:

No cost impact to the city. Financial/economic development potential will depend upon the type of businesses that may locate in these structures.

Action options/Recommendations:

Approve the contract.

Attachment:

Property Redevelopment Contract; Original Proposal

PROPERTY REDEVELOPMENT CONTRACT

This Property Redevelopment Contract ("Contract") is entered into this <u>20th day of September 2022</u> by and between **THE CITY OF MORRISTOWN**, **TENNESSEE** ("City"), a municipal corporation, and **MICHAEL BUNCH DEVELOPMENT**, a property development business, owned and operated by Michael Bunch and authorized to do business in the State of Tennessee ("MBD").

WITNESSETH

Whereas, on or about March 25, 2022, the City issued its Request for Proposal seeking proposals for the redevelopment of City owned property located at East Main Street (hereinafter referred to as "City's parcel") with the intention of getting the property developed to a higher and better use, and

Whereas, on or about May 11, 2022, MBD submitted its Proposal and said Proposal was approved by City Council on September 20, 2022, and

Whereas, the City and MBD do hereby intend to enter into this Property Redevelopment Contract incorporating said Proposal and additional terms and provisions as stated herein.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

- 1. Purchase of Property. The City does hereby sell to MBD the .52 acre parcel located at the intersection of East Main Street and James Street (Map 043 I, Group E, Parcel 006.00) for the offered purchase price of ten thousand dollars (\$10,000.00) subject to all of the conditions outlined herein including those beyond the purchase. The property shall be closed within thirty (30) days of the execution of this Contract through a closing agent as selected by the City.
- 2. Acquisition of Adjoining Parcels. The City agrees to enter into this Contract with MBD based upon the representation that MBD has acquired, or does intend to acquire, the following adjoining parcels: 412 East Main Street and 406 East Main Street. In the event that MBD does not acquire legal ownership of these parcels within thirty (30) days of closing on the City's parcel, ownership of the City's parcel shall revert to the City and this agreement shall be terminated. If said acquisition does not occur and the parcel reverts back to the City, the City will reimburse MBD the purchase

- price. For good cause and upon mutual agreement of the City and MBD, the deadline to acquire the adjoining parcels may be extended
- Building Specifications. The building to be constructed on the City's parcel shall consist of two (2) fully functioning stories and shall be of a scale in keeping with MBD's original proposal to the City in the aforementioned RFP. The design elements shall be similar to other downtown Morristown buildings. The details of the design shall be presented for approval to the City Administrator, or his designee, and such consideration shall not be unduly withheld. There shall be a parking lot and/or parking spots constructed on-site in accordance with the City's zoning requirements for such. MBD shall be responsible for all costs associated with the building, including, but not limited to engineering, grading, paving, landscaping, utilities, construction and building costs, and shall be responsible for obtaining all requisite permits and maintaining adequate insurance. The building and parking shall comply with all applicable requirements of the City's Zoning Ordinance.
 - a. Regarding on-street parking, MBD shall only be required to establish on-street parking to the extent and in the manner proposed in its RFP. The City commits to studying and considering additional on-street parking options including possible spaces fronting 406 and 412 East Main Street to determine whether or not at least as many spaces can be created between 406 East Main and the corner of James Street as MBD proposed (approximately 13). Should the City determine, in its sole discretion, it is feasible to create parking in this manner, it may do so at no cost to MBD. Should such parking be created on-street, MBD agrees that there is no need for parking along the front façade of 406 and 412 East Main, shall forgo use thereof and shall improve the space with appropriate landscaping.
- 4. Property Restriction. The property sold to MBD shall be protected by a deed restriction such that in the event the City forgoes its first right of refusal as described herein, subsequent buyer(s) shall be held to the same responsibilities and requirements for the development as are hereby established.
- 5. <u>Right of First Refusal</u>. In the event MBD desires to sell the City's parcel in the future, prior to the completion of the redevelopment, the City shall be provided with a first right of refusal to purchase the property. The purchase

price offered to the City shall be comprised of the original purchase price if no vertical construction has begun on the parcel sold. If vertical construction has begun, the purchase price shall be the original purchase price of the land plus the value of the construction in progress, or complete, factoring any deterioration or remediation required, as determined by a third party appraiser to be hired by the City.

- 6. <u>Completion</u>. The parties agree that the redevelopment project shall be substantially completed within twenty-four (24) months of the execution of this Contract. The parties agree and understand the current market conditions, with regards to supply chain issues, and agree that the completion time may be extended based upon documented supply chain issues or other extenuating market conditions. Such extension shall not exceed twelve (12) months without consideration by the City Council and shall be agreed upon in writing by both parties.
- 7. <u>Amendment</u>. Nothing herein shall prohibit the parties from mutually agreeing to amend any terms of this Agreement except that such amendment shall be established in the same manner by which this agreement was authorized and entered into.

Witness the day and year first above written.

City of Morristown, Tennessee	Michael Bunch Development
	and AM
By:	By: Maint //
Its:	Its: awar

CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL – EAST MAIN STREET PROPERTY REDEVELOPMENT

REQUEST FOR PROPOSAL

Office of Finance 100 West First North Street Morristown, TN 37814

INTRODUCTION

The City of Morristown is requesting proposals from qualified entities for the redevelopment of a .52 acre parcel located at the intersection of E. Main Street and James Street (Map 043I, Group E, Parcel 006.00) as shown on the attached map that is currently owned by the City of Morristown. The intent of the RFP is to create an aesthetically pleasing, infill development which is consistent with the urban character of the Downtown.

Proposals will be evaluated on but not limited to the following criteria:

- Demonstrated experience.
- Developer capacity and experience and expertise of team.
- Overall quality of the proposal.
- Financial feasibility.
- Structure and terms of the proposal, including adherence to the objectives described in this RFP.

The objectives of this RFP are discussed herein.

Proposer shall return proposals in SEALED envelope to:

City of Morristown Attn: Jan Martocci, Purchasing Assistant 100 West First North Street Morristown, TN 37814

Public opening of sealed proposals will be held at the above address at the deadline date and time listed below.

DATE ISSUED:	Friday, March 25, 2022
RFP TITLE:	East Main Street Property Redevelopment
RFP DEADLINE DATE & TIME:	Wednesday, May 25, 2022 at 2:00 PM Eastern Standard Time (local prevailing time)
RFP OPENING LOCATION:	City of Morristown; Training Room, First Floor
CONTACT NAME:	Jan Martocci, Purchasing Assistant
CONTACT PHONE:	423-585-4622



CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL - EAST MAIN STREET PROPERTY REDEVELOPMENT

CONTACT EMAIL:	purchasing@mymorristown.com
DEADLINE FOR QUESTIONS:	The deadline to submit questions in writing is 5:00 PM Eastern Time on Wednesday, May 4, 2022. Questions to be submitted via email to Jan Martocci at purchasing@mymorristown.com. Answers will be published by Friday, May 6, 2022, by 5:00 PM.

Signature of Authorized Representative

Name of Company: MICHARL

BUNGH

TERMS AND CONDITIONS

- 1. REQUIREMENTS FOR SEALED PROPOSAL SUMBISSION.
 - a. COMPLETE, UNBOUND, ORIGINAL, sealed proposal.
 - b. Three (3) complete copies of the proposal.
 - c. Complete and original invitation to proposal with "Proposer Initial" completed by authorized representative.
 - d. All proposals shall be submitted SEALED, envelope clearly marked with the Proposal name, date, and time ON THE OUTSIDE OF THE SEALED ENVELOPE.
- 2. Proposals RECEVIED ON TIME. Proposals and amendments thereto, if received by the City of Morristown's Finance Office after the date and time specified for opening, will not be considered. It will be the responsibility of the PROPOSER to see that the bid is received by the City of Morristown's Finance Office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic, and verbal bids will not be accepted. Any proposal received after the opening date and time will remain unopened and on file. The City of Morristown will not be responsible for bids received late because of delays by a third party delivery service, i.e., U.S. Mail, UPS, Federal Express, etc.
- 3. TAX EXEMPT. The City of Morristown is a tax exempt entity. Documentation of the same shall be provided as necessary.
- 4. ANTI-COLLUSION. The proposal certifies by signing this document that the proposal is made without prior understanding, agreement, or accord with any person submitting a proposal for the same services and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.
- 5. AWARD IN WHOLE OR IN PART. The City of Morristown reserves the right to: award by item, groups of items, or total proposal; to reject any and/or all proposals in

Bidder Initial_MTB

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CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL - EAST MAIN STREET PROPERTY REDEVELOPMENT

whole or in part; to negotiate terms with any and all proposers in order to arrive at the most beneficial product for the City of Morristown; and to waive any informality if it is determined to be in the best interest of City of Morristown.

- 6. OPEN RECORDS ACT. Once the proposer document is submitted to the City of Morristown and is opened, it constitutes a public record and is subject to open records requests pursuant to the Tennessee Open Records Act.
- 7. RECEIPT DOES NOT CONSTITUTE AWARD. Receipt of your proposal by the City of Morristown is not to be construed as an award for services.
- 8. AUTHORIZED SIGNATURE. All proposals must be signed by an authorized, responsible officer or employee having the authority to enter into contracts. Obligations assumed by such signature must be fulfilled.
- 9. KNOWLEDGE OF LAWS AND REGULATIONS. The proposer agrees that all applicable Federal, State and Local laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though written in full. The bidder shall observe and comply with all such laws, ordinances, and regulations and shall protect and indemnify the City of Morristown and its representatives against any claim or liability arising from or based on any violations of the same, whether by the proposer, the proposer's subcontractors. partners, suppliers, or others by the proposer or the employee of any of them.
- 10. DIRECT CONTACT PROHIBITED. Direct contact with City Departments other than the City of Morristown's Finance Office representatives on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the City of Morristown Finance's Office.
- 11. ORIGINAL PROPOSAL DOCUMENT. The original proposal document maintained by the City of Morristown's Finance Office shall be considered the official copy document.
- 12. CLOSED FOR BUSINESS. If the City of Morristown is closed for business at the time scheduled for the proposal opening, for whatever reason, sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.
- 13. PROPOSAL APPROVAL BY LEGISLATIVE BODY. The proposal awarding must be approved by the City of Morristown, City Council.
- 14. REFERENCE TO BRAND NAMES. Any reference to brand names, trade names, model numbers, catalog numbers or other descriptions peculiar to any item is made to establish a required level of quality and functional capabilities and is for reference only; it is not intended to exclude other products of that level. Please include with proposal any specifications, brochures, catalogs, etc., or other data as will provide

Bidder Initial_MTB

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CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL – EAST MAIN STREET PROPERTY REDEVELOPMENT

adequate basis of determining the quality and functional capabilities of the product offered if applicable.

- 15. FORCE MAJEURE. The City of Morristown or bidder shall not be liable for any failure of or delay in the performance of this contract for the period that such delay or failure is due to causes beyond reasonable control, including but not limited to acts of God, labor disputes, government orders or any other force majeure event.
- 16. IRAN DIVESTMENT ACT. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each part thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to TCA 12-12-106.
- 17. PAST PERFORMANCE. If it is determined to be in the best interest of the City of Morristown, the City reserves the right to reject any proposal based on unsatisfactory past performance.
- 18. ADDENDA. In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any and all addenda will be numbered in sequence, dated as of the date of issue, and published in the same location as this RFP on the Purchasing Department web page of www.mymorristown.com. The proposer shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their proposal. Any such addenda will be published at least five (5) days prior to said RFP opening unless the deadline and opening dates be sufficiently deferred and so stated in the addenda.
- 19. QUESTIONS. All questions shall be directed to the proposal contact listed on the first page of this document unless otherwise stated. All communication shall be received by email to purchasing@mymorristown.com.

Bidder Initial MJB

Return to Agenda NJh

CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL – EAST MAIN STREET PROPERTY REDEVELOPMENT

OVERVIEW

The City of Morristown is seeking proposals from qualified entities for the redevelopment of a .52 acre parcel located at the intersection of E. Main Street and James Street (Map 043I, Group E, Parcel 006.00) as shown on the attached map that is currently owned by the City of Morristown. The intent of the RFP is to create an aesthetically pleasing, infill development which is consistent with the urban character of the Downtown. Preferred result will include, in part, multi-story construction consistent with the Urban Corridor guidelines described in the Central Business District section of the City Zoning Ordinance.

The deadline to submit questions in writing is 5:00 PM Eastern Time on Wednesday, May 4, 2022. Questions shall be submitted via email to Jan Martocci at purchasing@mymorristown.com. Answers will be published by Friday, May 6, 2022, by 5:00 PM in the same location on the city website where this RFP is published.

A site visit, which is optional to attend, is scheduled for 10:00 AM Eastern Time on Wednesday, May 4, 2022. Those wishing to attend should contact Jan Martocci at <u>purchasing@mymorristown.com</u> no later than 5:00 PM on Tuesday, May 3, 2022 to sign up for the visit. Questions asked during the site visit may not be immediately answered, but relevant questions will be documented and answered in the published Q&A.

Upon the approval of the selected proposal, the City of Morristown is seeking a contract for the redevelopment to be completed according to an agreed upon development plan by June 30, 2024. Terms of an agreement may include options by the City to extend the term should extenuating circumstances in the course of the redevelopment require.

SCOPE OF SERVICES

The redevelopment of the property shall consist of, but is not limited to, the following:

- Purchase of the property;
- 2. Purchase, long-term lease, or other mechanism to secure other property/properties in the vicinity that are critical to the proposed development;
- 3. Redevelopment of the subject property and other properties secured according to an agreed upon development plan, including all necessary development and construction permits;
- 4. Complete construction in accordance with applicable building codes and in keeping with the agreed upon development plan, attaining necessary certificates of occupancy by the end of term; and
- 5. Overseeing the sale and/or lease of units in the developments to initial end users.

Bidder Initial MJB

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CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL - EAST MAIN STREET PROPERTY REDEVELOPMENT

PROPOSAL SUBMISSION REQUIREMENTS

- 1. Statement of Qualifications. Proposal shall include information describing the experience and qualifications of the development team, including entities and committed individuals. Include as applicable those involved in planning, estimating, financing, development, construction, and management. Clearly indicate what entity and individuals will be the lead project manager. Provide at least three (3) relevant project references. Capacity for financing should be sufficiently detailed to ensure the proposed project is feasible.
- 2. Project Proposal. Describe the proposed project in detail including a narrative description of what properties other than the subject city-owned property, if any, are involved; what mechanism for securing properties are proposed; a description of the building style(s) and architecture proposed; a description of the use(s) proposed; and a description of how the proposed redevelopment interacts with neighboring properties and connections with downtown in particular. Ideally, a proposal should include preliminary site plan and elevations, but is not required. At minimum, proposer shall include a sketched concept site plan and images depicting the style and scale of building the development team proposes. Preferred development style will be consistent with the Urban Corridor guidelines described in the Central Business District section of the City Zoning Ordinance. Proposer shall include projection information sufficient to suggest the financial viability of the proposed project.
- 3. Project Timeline. Proposal shall include a proposed timeline with sufficient detail describing the sequence of events, including the financing and securing of relevant properties, design and civil work, summary of construction phases, and completion/initial occupancy. Preferred timeline is less than two years. Should the proposer desire a period longer than two years, additional explanation should be provided to describe the requirement.
- 4. Property Offer. Proposer shall include an offer for the subject city-owned property. As the city will have an ongoing interest in seeing the development progress as agreed to with the selected proposer, the proposer may consider terms that would ensure such progress. Offer shall include any contingencies the proposer believes to be critical to the offer.

INSURANCE

The nature and terms of the final agreement will determine whether it is necessary for the proposer to name the City of Morristown as an additional insured for any portion of the project.

Bidder Initial_MOB

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CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL – EAST MAIN STREET PROPERTY REDEVELOPMENT

SELECTION CRITERIA

Proposals will be evaluated based on the criteria described below. The City may conduct such investigations as deemed necessary to establish the responsibility, qualifications, and financial abilities of the proposer. Proposals shall be prepared at the proposer's discretion; however, all proposals should be structured to include the following criteria:

- 1. Statement of Qualifications (Point Value: 20 Points)
 - Describe your experience and all qualifications applicable to property redevelopment. See Proposal Submission Requirements section above. Values will be based on the development team's experience and qualifications
- 2. Quality of the Project (Point Value: 40 Points)

Please provide a detailed description of the proposed redevelopment. See Proposal Submission Requirements section above for required elements.

3. Timeline (Point Value: 20 Points)

Provide a timeline for the entire redevelopment project. See Proposal Submission Requirements section above for detailed requirements. Goal is to have the project complete within two years from the contact date.

4. Property Purchase (Point value: 20 Points)

Provide an offer and proposed terms for the purchase of the proposed property (Map 043I, Group E, Parcel 006.00). See Proposal Submission Requirements section above for more information.

SELECTION PROCESS

The City of Morristown shall convene a selection committee to review the details of all proposals submitted pursuant to this RFP. The City may contact any proposer at any time following submission to make further inquiries about any proposals and may negotiate with any or all proposers in order to arrive at terms most beneficial to the City of Morristown.

It will be the intention to present the City Council with a proposed agreement with a selected proposer, which in sole and absolute discretion of the City will best serve the interests of the City of Morristown.

Bidder Initial MJD

MOB

CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL – EAST MAIN STREET PROPERTY REDEVELOPMENT

VENDOR INFORMATION and ANTI-COLLUSION STATEMENT

Please print or type clearly. Complete each section entirely and verify for accuracy.

By signing this form the proposer agrees that he/she has not divulged to, discussed, or compared his/her bid with other proposers and has not colluded with any other proposer or parties regarding the bid whatsoever. Note: no premiums, rebates or gratuities to any employee or agent are permitted with, prior to, or after any delivery of service and or materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from the bid list and could constitute a felony and result in a fine, imprisonment, as well as civil damages.

In compliance with this sealed proposal invitation, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted, to furnish any or all of the items and/or services as described herein. The undersigned certifies that he/she has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of the firm named below. This form must be signed personally by the proposer or the proposer's authorized agent. All signatures must be original and not photocopies.

proposer s authorized agent.	An signatures must be original and not photocopies.
COMPANY NAME:	MICHAEL BUNCH DRUBLOPMENT
CONTACT PERSON:	MICHAEL BUNCH
CONTACT PERSON TITLE:	OWNER
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	Must 1/h
FEDERAL TAX ID # (or Social Security #, if applicable)	
LICENSE #	
STREET ADDRESS:	310 SULPHUR SPRINGS DE
CITY, STATE, ZIP:	MORIUSTOWN ,TN. 37813
TELEPHONE NUMBER:	423-581-1148
FAX NUMBER:	423-587-6905
EMAIL:	MICHAEL @ BUNCHHOLDIMGS. COM
DATE:	5/11/2022

^{**}By signing this form, the proposer signifies understanding and agreement with the City of Morristown's Terms and Conditions.

Bidder Initial MJD

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CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL – EAST MAIN STREET PROPERTY REDEVELOPMENT

EXCEPTIONS

Proposer MUST sign the a	ppropriate statem	ent below, as	applicable.
Proposer understar specifications state	nds and agrees to a d herein. NO EXC	all terms, con CEPTIONS A	ditions, requirements and RE TAKEN.
FIRM NAME:	MICHAEL	BUNCH	DEVELOPMENT
AUTHORIZED REPRESENTATIVE: (printed)	MICHAFL	BUNCH	
AUTHORIZED REPRESENTATIVE: (signature)	Munt		
DATE:	5/11/2022		
specifications stated herein	eption to the follow	ring terms, co	onditions, requirements and
FIRM NAME:			
AUTHORIZED REPRESENTATIVE: (printed)			
AUTHORIZED REPRESENTATIVE: (signature)			
DATE:			
EXCEPTIONS TO NOTE:			
•			
7 1 - 77 7			
rendors should note that a	inv exceptions tak	en from the	stated terms and/or specifications

Vendors should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "Non-Responsive", risking the rejection of their submittal.

Bidder Initial MJB

Page **9** of **12**

CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL – EAST MAIN STREET PROPERTY REDEVELOPMENT

THE CITY OF MORRISTOWN, TENNESSEE COMPANY/CONTRACTOR AFFIDAVIT FORM

Conflict of Interest Statement

THE AFFIANT STATES TO CITY OF MORRISTOWN, TENNESSEE:

I (WE) HEREBY CERTIFY THAT IF THE CONTRACT IS AWARDED TO OUR FIRM THAT NO MEMBER OR MEMBERS OF THE GOVERNING BODY, ELECTED OFFICIAL OR OFFICIALS, EMPLOYEE OR EMPLOYEES OF SAID CITY OF MORRISTOWN, TENNESSEE, OR ANY PERSON REPRESENTING OR PURPORTING TO REPRESENT CITY OF MORRISTOWN, TENNESSEE, OR ANY FAMILY MEMBER INCLUDING SPOUSE, PARENTS, CHILDREN OF SAID GROUP, HAS RECEIVED OR HAS BEEN PROMISED, DIRECTLY, OR INDIRECTLY, ANY FINANCIAL BENEFIT, BY WAY OF FEE, COMMISSION, FINDER'S FEES OR ANY OTHER FINANCIAL BENEFIT ON ACCOUNT OF THE ACT OF AWARDING AND/OR EXECUTING THE CONTRACT.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE HAS FULL AUTHORITY TO BIND THE COMPANY AND THAT HE/SHE HAS PERSONALLY REVIEWED THE INFORMATION CONTAINED IN THIS SEALED BID, INCLUDING ALL ATTACHMENTS, ENCLOSURES, APPENDICES, ETC. AND DO HEREBY ATTEST TO THE ACCURACY OF ALL INFORMATION CONTAINED IN THIS BID, INCLUDING ALL ATTACHMENTS, ENCLOSURES, EXHIBITS, ETC.

THE UNDERSIGNED ACKNOWLEDGES THAT ANY MISREPRESENTATION WILL RESULT IN IMMEDIATE DISQUALIFICATION FROM ANY CONTRACT CONSIDERATION.

THE UNDERSIGNED FURTHER RECOGNIZES THAT THE CITY OF MORRISTOWN CITY COUNCIL HAS THE RIGHT TO MAKE THE CONTRACT AWARD FOR ANY REASON CONSIDERED IN THE BEST INTEREST OF CITY OF MORRISTOWN.

This certification shall be included with the bid. Failure of this properly executed document to be included with the bid shall render the bid as incomplete and void.

COMPANY NAME MICHARL BUNCH DEVELOPMENT	Œ.
NAME (PRINT) MICHAGL BUNCH PHONE 423-531-1148	
TITLE OWNER FAX 423-587-6905	2
SIGNATURE DATE S/11/2022	
and the contraction of the contr	
(TO BE COMPLETED BY NOTARY)	
STATE OF: COUNTY OF: Hambles Before me personally appeared Mchael Bunch, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing for the purposes therein contained. Witness my hand and seal at office this day of 1th, May 2022 Notary Public My commission expires: Notary Public Regel 10012	WIND WIND THE THE

CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL – EAST MAIN STREET PROPERTY REDEVELOPMENT

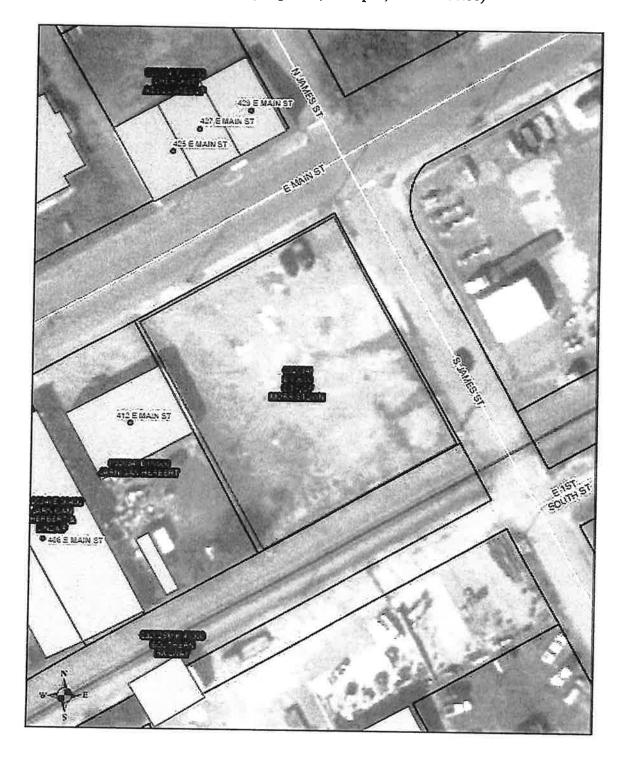
BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT Tenn. Code Ann. § 12-12-101 et seq.

Comes			BUNCH	for and on behalf of
	(Printed name of P.	rincipal (Officer of Compan	y)
MICHAEL	BUNCH	Dev	elopment,	(the "Company") and, after being duly authorized
by the Compan				
organiza each bio	s, and in the cation, under p	case of cenalt	f a joint bid of y of perjury,	and each person signing on behalf of any bidder each party thereto certifies as to its own that to the best of its knowledge and belief that ersuant to the Iran Divestment Act, Tenn. Code
				Signature Signature
				ouver
				Title

Bidder Initial MJB

CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL – EAST MAIN STREET PROPERTY REDEVELOPMENT

East Main Street and James Street (Map 043I, Group E, Parcel 006.00)





Statement of Qualifications

I am Michael J. Bunch of Michael Bunch Development. I started working for Don Bunch Investments in 1990 and helped in the development aspect of this company until 1998. At that time, I became managing partner of BB&J Holdings and am still in this role today. We have developed the Barton Springs Food City and the Masengill Springs Food City, both in Morristown. I also developed Sherwood Commons on Morris Boulevard for Sherwood Partners and still own the majority stake in that development. In 2018-2019, I developed a 54,292 square foot facility for KVAT Foods (Food City) in Calhoun, Georgia and another 54,292 square foot facility for KVAT in Winchester, Tennessee in 2021.

I will serve as the planner, developer, and manager of said project. The estimating and construction will be handled by Bunch Builders which is owned by my brother-in-law, Moe Jones. Financing of the structure to be built will be by HomeTrust Bank (Morristown), my contact: Jessica Rich; Andrew Johnson Bank (Morristown), my contact: Suzanne Deneau; or First Bank (Morristown), my contact: David Slack.

Project Proposal

The East Main lot up for bid is actually part of a larger development that includes two neighboring buildings owned by Herbert and Linda Jarnigan. The addresses of the two buildings are: 412 East Main Street, Exhibit (1) (old tire store), and 406 East Main Street, Exhibit (2) (present Sam Jarnigan Electric building). I have a signed contract of sale with Herbert and Linda Jarnigan with a contingency that I must get the City Lot to close on the purchase. The two buildings do not have ample parking to re-develop and I hope to get new tenants to occupy them. While the tire store is in need of a complete rebuild, the walls are usable. Note Exhibit (3) on the large plot is what has been used to rehab old tire/gas stations in other cities. Jarnigan Electric would be renovated with a new roof, paint, front facia, signage, paving, etc. to have the appearance of a new building.

The City Lot and future building would be designed more in line with our Downtown Morristown architecture and style. Parking would be in the rear and would be shared with tenants of both rehabbed buildings shown on the site plan: Exhibit (4).

PROJECTIONS:

East Main Lot		10,000
Building (3,950 sq ft @120 per sq ft)		474,000
Site (grading, engineering, paving,	utilities, landscaping)	<u>125,000</u>
		589,000
20% down		-117,800
<u>Finance</u>		
472,000 @ 5% (20 yrs)		472,000
3,167.79 monthly		
<u>Income</u>		
3,950 @ 20 per sq ft (triple net) =	79,000 / 12 =	6,583.33 mo
	minus (payment)	<u>-3,114.99 mo</u>
	Cash flow	3,468.34 mo
		41,620.88 yr

Project Timeline:

Once property is purchased, I will begin the rehab of the other two existing buildings to find suitable tenants. As the rehab occurs, the City Lot will actually have part of the parking implemented at this time as the two other buildings will need ample spaces of ingress/egress. While the rehab is occurring, I will be marketing for a tenant for the City Lot. It is critical that I get the two buildings rehabbed in a way that will not only attract tenants for those existing properties, but also for the new building on the corner of James and Main Street.

Once I have a tenant, design and civil engineering will take 3-4 months and construction will take approximately 6 months to complete. If by chance I get a tenant for half of the 3,950 sq ft space, I will build the whole building and leave the unleased portion in shell form.

Financing letters from banks will be sent if needed at the committee's request.

Two years should be ample time to at least start construction, but current market conditions could affect that timeline.

Project Offer:

My offer is based off the monies needed to rehab the existing buildings which are a blight in our Downtown. I will give \$10,000 for the City Lot (RFP) and will improve this (3) lot area to stretch our Downtown area east.

As a lifelong citizen of Morristown, through our past projects, I think we develop with the highest level of character and beautification possible.

I will close on the property as soon as the due diligence is completed, or as the City desires.



ENABIT



4/22/22, 8:49 AM Parcel Detail

State of Tennessee Comptroller of the Treasury Real Estate Assessment Data

Home About New Search Return to List

County Number: 032 County Name: HAMBLEN Tax Year: 2022

Property Owner and Mailing Address

Jan 1 Owner: JARNIGAN HERBERT 406 E MAIN ST MORRISTOWN, TN 37814

Property Location

Address: E MAIN ST 412

Map: 034| Grp: E Ctrl Map: 034| Parcel: 005.00 Pl: S/I: 000

Value Information

Reappraisal Year: 2020

 Land Mkt Value:
 \$51,100

 Improvement Value:
 \$34,700

 Total Market Appraisal:
 \$85,800

 Assessment %:
 40

 Assessment:
 \$34,320

General Information

Class: 08 - COMMERCIAL

 City #:
 500
 City:
 MORRISTOWN

 SSD1:
 000
 SSD2:
 000

 District:
 01
 Mkt Area:
 C02

 # Bidgs:
 1
 # Mobile Homes:
 0

Utilities - Water / Sewer: 01 - PUBLIC / PUBLIC Utilities - Electricity: 01 - PUBLIC

Utilities - Gas / Gas Type: 03 - PRIVATE - NATURAL GAS Zoning:

Subdivision Data

Subdivision:

Plat Bk: Plat Pg: Block: Lot:

Additional Description

Building Information

Building # 1

Improvement Type: 22 - SALES Stories: 1

Living/Business Sq. Ft.: 2,760

Foundation: 02 - CONTINUOUS FOOTING **Floor System:** 01 - SLAB ON GRADE

Exterior Wall: 07 - CONCRETE BLOCK Structural Frame: 00 - NONE

Roof Framing: 00 - FLAT **Roof Cover/Deck:** 09 - BUILT-UP WOOD

Cabinet/Millwork: 02 - BELOW AVERAGE Floor Finish: 01 - CONCRETE FINISH

01 - RECTANGULAR DESIGN

Interior Finish:

01 - UNFINISHED

00 - NONE

Paint/Decor:

02 - BELOW AVERAGE

Heat and A/C: Bath Tile:

0 -

Electrical:

Plumbing Fixtures: 0

03 - AVERAGE

Shape:

1900

Quality:

00 - BELOW AVERAGE

Act Yr Built:

Condition:

A - AVERAGE

Bullding Areas:

Area: 22

Sq Ft: 2,760

Extra Features

Bldg/Card#	Туре	Description	Units
1	ASPHALT PAVING		1,500

Sale Information

Sale Date	Price	Book	Page	Vac/Imp	Type Instrument	Qualification
04/28/2003	\$45,000	951	413	IMPROVED	WD	G
11/30/1995	\$65,000	429	574	IMPROVED	WD	R
08/12/1980	\$25,000	305	856	IMPROVED	WD	Α
05/22/1980	\$0	304	513			

Land Information

Deed Acres: 0.00

Calc Acres: 0.00

Total Land Units: 0.30

Land Type: 10 - COMMERCIAL

Soll Class:

Units: 0.30

New Search

Return to List

View GIS Map for this Parcel

Glossary of Terms

How to Search

Fact Sheet State of Tennessee

Division of Property Assessments

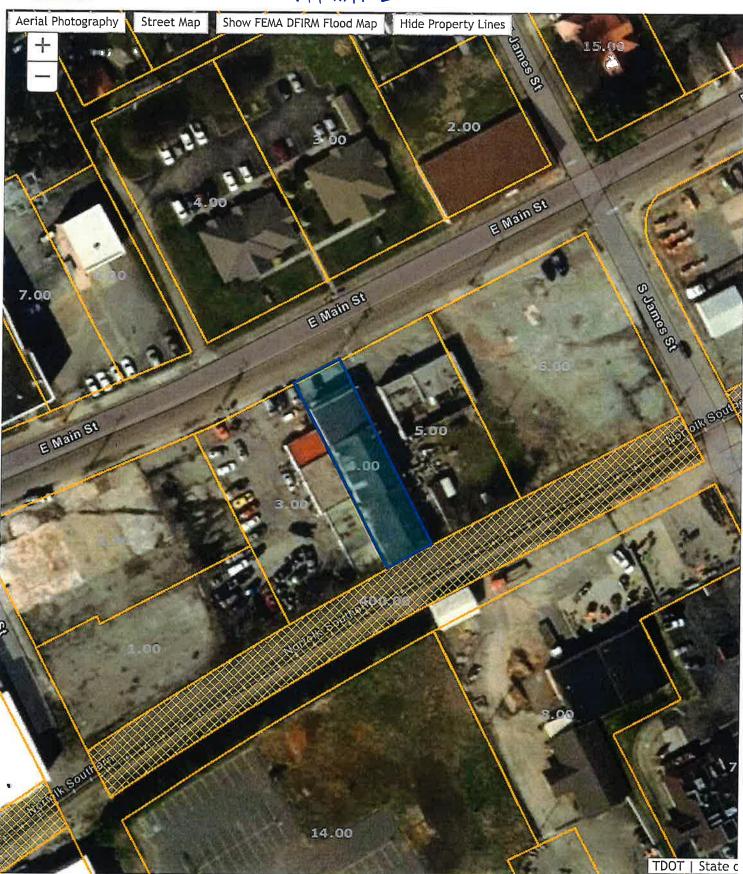
Home Page

Comptroller of the Treasury Home Page

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EXHIBIT 2



4/27/22, 2:37 PM Parcel Detail

State of Tennessee Comptroller of the Treasury Real Estate Assessment Data

Home About New Search Return to List

County Number: 032 County Name: HAMBLEN Tax Year: 2022

Property Owner and Mailing Address

Jan 1 Owner: JARNIGAN HERBERT & LINDA F 406 E MAIN ST MORRISTOWN, TN 37814

Property Location

Address: E MAIN ST 406

Map: 034| Grp: E Ctrl Map: 034| Parcel: 004.00 Pl: S/I: 000

Value Information

Reappraisal Year: 2020

Land Mkt Value: \$28,700 Improvement Value: \$68,400 Total Market Appraisal: \$97,100 Assessment %: 40

Assessment: \$38,840

General Information

Class: 08 - COMMERCIAL

 City #:
 500
 City:
 MORRISTOWN

 SSD1:
 000
 SSD2:
 000

 District:
 01
 Mkt Area:
 C02

#Bidgs: 1 #Mobile Homes: 0

Utilities - Electricity:

Utilities - Gas / Gas Type: 03 - PRIVATE - NATURAL GAS Zoning:

Subdivision Data

Utilities - Water / Sewer:

Subdivision:

Plat Bk: Plat Pg: Block: Lot:

Additional Description

Building Information

Building # 1

Improvement Type: 40 - WAREHOUSE Stories:

Living/Business Sq. Ft.: 5,304

Foundation: 02 - CONTINUOUS FOOTING Floor System: 01 - SLAB ON GRADE

01 - PUBLIC / PUBLIC

Exterior Wall: 07 - CONCRETE BLOCK **Structural Frame:** 00 - NONE

Roof Framing: 04 - WOODFRAME/TRUSS Roof Cover/Deck: 00 - CORRUGATED METAL

Cabinet/Millwork: 02 - BELOW AVERAGE Floor Finish: 01 - CONCRETE FINISH Return to Agenda

01 - PUBLIC

Parcel Detail

Interior Finish:

02 - CEILING FIN ONLY MIN

Paint/Decor:

02 - BELOW AVERAGE

Heat and A/C:

0 -

Plumbing Fixtures: 0

Bath Tile:

00 - NONE

Electrical:

Shape:

01 - RECTANGULAR DESIGN

Quality:

00 - BELOW AVERAGE

Act Yr Bullt:

1900

Condition:

A - AVERAGE

03 - AVERAGE

Building Areas:

Area: 40

Sq Ft: 4,134 Sq Ft: 1,170

Area: SSA

Area: CAW **Sq Ft:** 156

Extra Features

Bldg/Card# 1

Description

Units 500

ASPHALT PAVING

Sale Information

Sale Date	Price	Book	Page	Vac/Imp	Type instrument	Qualification
02/06/1995	\$90,000	421	253	IMPROVED	WD	R
03/26/1993	\$40,000	403	390	IMPROVED	WD	Α
04/29/1969	\$8,546	392	531	IMPROVED	WD	М
09/10/1959	\$0	111	70			

Land Information

Deed Acres: 0.00

Land Type: 10 - COMMERCIAL

Calc Acres: 0.00

Total Land Units: 0.14

Soli Class:

Units: 0.14

New Search

Return to List

View GIS Map for this Parcel

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The City of Morristown

Finance Department



Morristown City Council Agenda Item Summary

Date:

September 20th, 2022

Agenda Item:

Acknowledge receipt of bids for Plastic Refuse and Recycle Containers, accept the bid from Rehrig Pacific Company as the best and most qualified bid, and authorize the one-time purchase of containers from Rehrig.

Prepared By:

Andrew Ellard

Subject:

Plastic Refuse and Recycle Containers

Background:

The Public Works Department must continually replace worn refuse and recycle containers and furnish new containers as needed to the citizens of Morristown. Public Works (minus the supply from an authorized recent one-time purchase from Rehrig), has exhausted their supply of containers. With the continued growth of the city and the necessity to replace worn/damaged containers, Public Works needs to replenish the city's supply.

supply.

Findings/Current Activity:

An invitation to bid was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. We received four (4) total responses to the bid. IPL provided the lowest bid at \$59.50 per container. Rehrig and Municipal Equipment provided the same pricing per container at \$65.00 and were tied for the second lowest price. Toter Inc. provided the fourth response but submitted their response as a "no bid." (See the attached bid tabulation for further information).

While under contract with the City, IPL could not fulfill a recent purchase order from the city. Because the city had exhausted its supply, the city was forced to purchase containers from Rehrig, who could fulfill the order. The containers quoted in IPL's current bid are made of different material and are not satisfactory.

Rehrig's pricing for accessories was lower than Municipal Equipment's pricing. To date, Rehrig's containers have met the needs of the city, the customer service has been excellent, and their warranty and warranty replacement of parts has been excellent. Current parts on hand and parts purchased in the future will work with the containers we already have in the city's inventory. Although Municipal Equipment's containers may

MORRISTOWN CITY COUNCIL AGENDA ITEM SUMMARY Plastic Refuse and Recycle Containers Page 2

suffice, it is not in the city's best interest to introduce a third type/style of container into the city's inventory. Citing the above reasons, Staff would recommend a one-time purchase of containers and accessories from Rehrig Pacific Company.

Financial Impact:

Funds have been appropriated in the Fiscal Year 22-23 budget for the purchase of the refuse and recycle containers.

Action options/Recommendations:

Acknowledge bids, award the bid to Rehrig Pacific Company, and authorize staff to make a one-time purchase of refuse containers, sanitation containers, and accessories having a total purchase price of \$37,860.00.

Attachment:

Bid tabulation and Rehrig Quote

City of Morristown

Finance Department
Plastic Refuse & Recycle Containers August 30th, 2022 2:00 P.M.

IPL				
Item Description	Make & Model	1 - Year Price	2-Year Price*	
95 - Gallon Curbside Roll Out Container - Recycle Blue	70270 - Omnicart	\$59.20	\$62.16	
95 - Gallon Curbside Roll Out container - Moss Green	70270 - Omnicart	\$59.20	\$62.16	
200 Replacement Wheels	Did not name	\$4.50	\$4.75	
50 Replacement Lids	Did not name	\$13.00	\$13.65	
200 Metal Replacement Catch Bars	Did not name	\$1.50	\$1.60	

^{*}This pricing is subject to renegotian if the inflation or raw material costs are +/- 5%.

Municipal Equipment, Inc.				
Item Description	Make & Model	1 · Year Price	2-Year Price	
95 - Gallon Curbside Roll Out Container - Recycle Blue	Otto-95 Gallon Mil Trash Cart	\$65.00	\$65.00	
95 - Gallon Curbside Roll Out container - Moss Green	Otto-95 Gallon Mil Trash Cart	\$65.00	\$65.00	
200 Replacement Wheels	Otto - 12" snap on wheels with rubber tread	\$10.80	\$10.80	
50 Replacement Lids	Otto - Replacement Lids	\$22.80	\$22.80	
200 Metal Replacement Catch Bars	Otto - Replacement Catch bars	\$6.00	\$6.00	

Rehrig Pacific Company				
Item Description	Make & Model	1 - Year Price**	2-Year Price	
95 - Gallon Curbside Roll Out	Rehrig Pacific Company (ROC 95EG)	225.00	200 25	
Container - Recycle Blue	g - domino do pratij (200 d d 200)	\$65.00	\$68.25	
container - Moss Green	Rehrig Pacific Company (ROC 95EG)	\$65.00	\$68.25	
200 Replacement Wheels	RPC ROC 10 RT Wheels & ROC Axle***	\$6.00 Wheel/\$6.00 Axle	\$6.00 Wheel/\$6.00 Axle	
50 Replacement Lids	Rehrig Pacific Company ROC 95 Lid, color or black	\$20.00	\$20.00	
200 Metal Replacement Catch Bars	RPC ROC Metal CB	\$4.00	\$4.00	

**Pricing shall be firm for the inital 90 days of contract. After the initial 90 days, pricing may be adjusted monthly based on published changes to the IHS Market HDPE price - index. Please see exceptions for further information.

Toter				
Item Description	Make & Model	1 - Year Price	2-Year Price	
95 - Gallon Curbside Roll Out	NO DID			
Container - Recycle Blue	NO BID			
95 - Gallon Curbside Roll Out	NO BID			
container - Moss Green	NO BID			
200 Replacement Wheels	NO BID			
50 Replacement Lids	NO BID			
200 Metal Replacement Catch	NO BID			
Bars				



Locations:

1000 Raco Court, Lawrenceville, GA 30046 625 West Mockingbird Lane, Dallas, TX 75247 1738 W. 20th St, Erie, PA 16502 7452 Presidents Dr, Orlando, FL 32809 8875 Commerce Dr, DeSoto, KS 66018 7800 100th St, Pleasant Prairie, WI 53158 4010 East 26th St, Los Angeles, CA 90058

Proposal

Proposal #: MO091 12282018 September 14, 2022

Bill-to:	Ship-to: 213044
City of Morristown 400 Dice Street Morristown, TN 37815	Same
Billing Contact:	Shipping Contact:
Name: Brian Johnson Email: bjohnson@mymorristown.com Phone: 423.585.4622	

	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDE PRIC
Rollout Cart Type:	95 Gallon EG Cart 321162	250	\$65.00	\$ 16,250.00
Body Color Re	quested: Kelly Green Lid Color Requested: Kelly Green			
Wheels /	Casters: 10" Snap on with Intergrated Spacer			
Artwork:	City of MORRISTOWN Tennessee			
	95 Gallon EG Cart quested: Pepsi Blue Casters: 10" Snap on with Intergrated Spacer	250	\$65.00	\$ 16,250.00
Artwork:	City of MORRISTOWN Tennessee			
Components:	95 Gallon Lids -Kelly Green	200	\$20.00	\$ 4,000.00
Components:	Lid Pins	200	\$1.00	\$ 200.00
Is Product Taxable?	No		Subtotal =	\$36,700.0
s Freight taxable?	No		n Product =	\$0.0
Гах Rate:	0.00%	Truckload Fre		\$1,160.0
Terms:	Net 30 Days	Tax	on Freight =	\$0.0
			Total =	\$37,860.0

Contract Options: None

Ship From: Lawrenceville, GA facility
Leadtime: 7 weeks or sooner
Warranty: 10 year unprorated warranty

Quote Valid: 30 Days

Taxes: All applicable taxes shall be paid by the Buyer unless a proper exemption is provided and validated.

*** All Credit Card transactions are subject to a 2% processing fee.

PRESENTED BY:	ACCEPTED BY:			
Elizabeth Stavrat	Sign and Print Name	Date		
Environmental Account Specialist				
Direct: 770-843-8322 Email: estavrat@rehrig.com				
To initiate order, please call or send signed proposal via email to Presented By representative or CSR				

The City of Morristown

Finance Department



Morristown City Council Agenda Item Summary

Date:

September 20th, 2022

Agenda Item:

Authorize purchase of one (1) 2023 Dodge Durango under state contract #209, as

budgeted.

Prepared By:

Andrew Ellard

Subject:

2023 Dodge Durango purchase – FY 2023

Background:

Budget in FY 2023 provides for the purchase of one (1) Dodge Durango for the Fire

Department.

Findings/Current Activity:

Columbia Chrysler-Dodge-Jeep-RAM-Fiat has provided a quote which covers the purchase of this vehicle. Pricing for the vehicle has been approved under statewide

contract #209.

Financial Impact:

Funding has been appropriated in the FY2023 budget:

2023 Dodge Durango - \$39,232.00

Action options/Recommendations:

Staff recommends the purchase.

Attachment:

SWC209 and Quote from Columbia Chrysler-Dodge-Jeep-RAM-Fiat

Columbia Chrysler Dodge Jeep RAM Fiat

Russell Moles | 865-719-0014 | rmoles@cdjrcolumbia.com

Tennessee State Wide Contract # 209

Prepared For: Authorized Users

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5)

Vehicle & Option Pricing is based on Tennessee State Wide Contract #209

Vendor ID: 0000141027

Contract Number: 2023 CONTRACT TBD

Title: SWC209 Vehicles



CHROMEDATA An Autodata Solutions Brand Russell Moles | 865-719-0014 | rmoles@cdircolumbia.com

Russell Moles | 865-719-0014 | rmoles@cdjrcolumbia.com

Table of Contents

- Selected Model and Options
- Quote Worksheet
- · Window Sticker
- · Weight Rating
- Standard Equipment
- Technical Specifications
- Optional Equipment

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 17346, Data updated Aug 31, 2022 6:53:00 PM PDT

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Columbia Chrysler Dodge Jeep RAM Fiat

Russell Moles | 865-719-0014 | rmoles@cdjrcolumbia.com

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) (Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

MODEL	odel and Options	
CODE	MODEL	MSRP
WDEE7	5 2023 Dodge Durango Pursuit AWD	\$41,415.00
COLORS		
CODE	DESCRIPTION	
PW7	White Knuckle Clearcoat	
ENGINE		
CODE	DESCRIPTION	MSRP
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)	\$0.00
TRANSMISSI	ON	
CODE	DESCRIPTION	MSRP
DFT	Transmission: 8-Speed Automatic (850RE) (STD)	\$0.00
CPOS PKG		
CODE	DESCRIPTION	MSRP
2BZ	Quick Order Package 2BZ -inc: Engine: 3.6L V6 24V VVT UPG I w/ESS, Transmission: 8-Speed Automatic (850RE)	\$0.00
AXLE RATIO		
CODE	DESCRIPTION	MSRP
DLK	3.45 Rear Axle Ratio (STD)	\$0.00
WHEELS		
CODE	DESCRIPTION	MSRP
WBN	Wheels: 18" x 8.0" Black Steel (STD)	\$0.00
PRIMARY PA	INT	
CODE	DESCRIPTION	MSRP
PW7	White Knuckle Clearcoat	\$0.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 17346, Data updated Aug 31, 2022 6:53:00 PM PDT

Sep 1, 2022 169 Return to Agenda



Russell Moles | 865-719-0014 | rmoles@cdjrcolumbia.com

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) (Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

SEAT TYPE		
CODE	DESCRIPTION	MSRP
C5X9	Black, Cloth Bucket Seats w/Shift Insert -inc: cloth rear seat	\$0.00
GVWR		
CODE	DESCRIPTION	MSRP
Z6K	GVWR: 6,500 lbs (STD)	\$0.00
ADDITIONAL	EQUIPMENT - INTERIOR	
CODE	DESCRIPTION	MSRP
CKD	Floor Carpet -inc: Luxury Front & Rear Floor Mats	\$140.00
CUF	Full Length Floor Console -inc: 115V Auxiliary Power Outlet, Illuminated Cupholders	\$330.00
SHIP THRU (CODES	
CODE	DESCRIPTION	MSRP
99823A	Ship-Thru: Ground Effects - Warren	\$0.00
CUSTOM EQ	UIPMENT	
CODE	DESCRIPTION	MSRP
SWC	State Contract Discount from List Price	(\$4,248.00)
	Options Total	(\$3,778.00)

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 17346, Data updated Aug 31, 2022 6:53:00 PM PDT

Return to Agenda Sep 1, 2022



Russell Moles | 865-719-0014 | rmoles@cdjrcolumbia.com

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) (Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Quote Worksheet

		MSRP
Base Price		\$41,415.00
Dest Charge		\$1,595.00
Total Options		(\$3,778.00)
	Subtotal	\$39,232.00
	Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount		\$0.00
	Subtotal Discount	\$0.00
Trade-In		\$0.00
	Subtotal Trade-In	\$0.00
	Taxable Price	\$39,232.00
Sales Tax		\$0.00
	Subtotal Taxes	\$0.00
	Subtotal Post-Tax Adjustments	\$0.00
	Total Sales Price	\$39,232.00

Comments:

Pricing C	Good For	Current I	Model Y	'ear O	nly S	Subsequent	Model	& Option	Pricing N	<i>l</i> lay Vary

Vehicles Subject to Production by Stellantis (formerly Fiat-Chrysler Automobiles)

Production Lead Times Vary by Model & Options are controlled by FCA Group

Standard Color is White Unless Noted Otherwise on PO

Dealer Signature / Date

Customer Signature / Date

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Columbia Chrysler Dodge Jeep RAM Fiat

Russell Moles | 865-719-0014 | rmoles@cdjrcolumbia.com

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) (Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Window Sticker

SUMMARY

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD

MSRP:\$41,415.00

Interior:Black, Cloth Bucket Seats w/Shift Insert

Exterior 1:White Knuckle Clearcoat

Exterior 2:No color has been selected.

Engine: 3.6L V6 24V VVT UPG I w/ESS

Transmission: 8-Speed Automatic (850RE)

$\boldsymbol{\cap}$	PI	ГІ	\frown	N	c

CODE	MODEL	MSRP
WDEE75	[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD	\$41,415.00
	OPTIONS	
2BZ	Quick Order Package 2BZ	\$0.00
99823A	Ship-Thru: Ground Effects - Warren	\$0.00
C5X9	Black, Cloth Bucket Seats w/Shift Insert	\$0.00
CKD	Floor Carpet	\$140.00
CUF	Full Length Floor Console	\$330.00
DFT	Transmission: 8-Speed Automatic (850RE)	\$0.00
DLK	3.45 Rear Axle Ratio	\$0.00
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	\$0.00
PW7	White Knuckle Clearcoat	\$0.00
WBN	Wheels: 18" x 8.0" Black Steel	\$0.00
Z6K	GVWR: 6,500 lbs	\$0.00
	CUSTOM EQUIPMENT	
SWC	State Contract Discount from List Price	(\$4,248.00)
	SUBTOTAL	\$37,637.00
	Adjustments Total	\$0.00
	Destination Charge	\$1,595.00
	TOTAL PRICE	\$39,232.00
FUEL ECONOMY		

Est City:18 (2022) MPG

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) (Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Est Highway:25 (2022) MPG

Est Highway Cruising Range:615.00 mi

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) (Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Weight Ratings

WEIGHT RATINGS		
Front Gross Axle Weight Rating:	N/A	
Rear Gross Axle Weight Rating:	N/A	
Gross Vehicle Weight Rating:	6500.00 lbs	

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) (Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Standard Equipment

• •	none
Mechanical	
	Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)
	Transmission: 8-Speed Automatic (850RE) (STD)
	3.45 Rear Axle Ratio (STD)
	GVWR: 6,500 lbs (STD)
	50 State Emissions
	Transmission w/Sequential Shift Control
	Full-Time All-Wheel
	Engine Oil Cooler
	650CCA Maintenance-Free Battery w/Run Down Protection
	220 Amp Alternator
	Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
	Trailer Wiring Harness
	Police/Fire
	1650# Maximum Payload
	Gas-Pressurized Front Shock Absorbers and Nivomat Brand Name Rear Shock Absorbers
	Nivomat Suspension
	Front And Rear Anti-Roll Bars
	HD Suspension
	Electric Power-Assist Speed-Sensing Steering
	24.6 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Permanent Locking Hubs
	Short And Long Arm Front Suspension w/Coil Springs
	Multi-Link Rear Suspension w/Coil Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Exterior	
	Wheels: 18" x 8.0" Black Steel (STD)
	Wheels w/Chrome Hub Covers
	Tires: 255/60R18 On/Off Road

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Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Exterior				
	Steel Spare Wheel			
	Full-Size Spare Tire Stored Underbody w/Crankdown			
	Clearcoat Paint			
	Body-Colored Front Bumper w/Colored Rub Strip/Fascia Accent			
	Body-Colored Rear Step Bumper w/Colored Rub Strip/Fascia Accent			
	Chrome Bodyside Insert and Colored Wheel Well Trim			
	Black Side Windows Trim			
	Body-Colored Door Handles			
	Black Power Heated Side Mirrors w/Manual Folding			
	Fixed Rear Window w/Fixed Interval Wiper and Defroster			
	Deep Tinted Glass			
	Speed Sensitive Variable Intermittent Wipers			
	Galvanized Steel/Aluminum Panels			
	Lip Spoiler			
	Black Grille			
	Front License Plate Bracket			
	Liftgate Rear Cargo Access			
	Tailgate/Rear Door Lock Included w/Power Door Locks			
	Auto On/Off Projector Beam Led Low/High Beam Daytime Running Headlamps w/Delay-Off			
	Perimeter/Approach Lights			
	LED Brakelights			
	Laminated Glass			
Entertainment				
	Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and Radio Data System			
	Radio: Uconnect 4 w/8.4" Display			
	GPS Antenna Input			
	SiriusXM Satellite Radio			
	Integrated Center Stack Radio			
	SiriusXM Radio Service			
	Integrated Voice Command w/Bluetooth			

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) (Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Entertainment	
	6 Speakers
	Streaming Audio
	2 LCD Monitors In The Front
Interior	
	Front Seats w/Power 4-Way Driver Lumbar
	12-Way Power Driver Seat -inc: Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 4-Way Lumbar Support
	4-Way Passenger Seat -inc: Manual Recline, Fore/Aft Movement and Fold Flat
	60-40 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	Power Rear Windows and Fixed 3rd Row Windows
	Leather/Metal-Look Steering Wheel
	Front Cupholder
	Rear Cupholder
	Compass
	Proximity Key For Doors And Push Button Start
	Valet Function
	Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy, Illuminated Entry and Panic Button
	Remote Releases -Inc: Power Fuel
	Cruise Control w/Steering Wheel Controls
	Dual Zone Front Automatic Air Conditioning
	Rear HVAC w/Separate Controls
	HVAC -inc: Auxiliary Rear Heater, Headliner/Pillar Ducts and Console Ducts
	Illuminated Locking Glove Box
	Driver Foot Rest
	Cloth Bucket Seats w/Shift Insert -inc: cloth rear seat
	Interior Trim -inc: Leatherette Instrument Panel Insert, Metal-Look Door Panel Insert and Chrome Interior Accents
	Full Cloth Headliner
	Day-Night Auto-Dimming Rearview Mirror

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) (Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

nterior				
	Driver And Passenger Visor Vanity Mirrors			
	Partial Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 3 12V DC Power Outlets			
	Front And Rear Map Lights			
	Fade-To-Off Interior Lighting			
	Full Vinyl/Rubber Floor Covering			
	Carpet Floor Trim			
	Cargo Area Concealed Storage			
	Cargo Space Lights			
	FOB Controls -inc: Cargo Access and Windows			
	Google Android Auto			
	USB Host Flip			
	Apple CarPlay			
	For More Info, Call 800-643-2112			
	Driver / Passenger And Rear Door Bins			
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down			
	Delayed Accessory Power			
	Power Door Locks w/Autolock Feature			
	Systems Monitor			
	Redundant Digital Speedometer			
	Trip Computer			
	Outside Temp Gauge			
	Digital/Analog Appearance			
	#7 Seat Foam Cushion			
	Manual w/Tilt Front Head Restraints and Fixed Rear Head Restraints			
	Front Center Armrest w/Storage and Rear Center Armrest			
	Sentry Key Immobilizer			
	3 12V DC Power Outlets			
	Air Filtration			
Safety-Mechanical				
	Electronic Stability Control (ESC) And Roll Stability Control (RSC)			
	ABS And Driveline Traction Control			

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) (Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Safety-Exterior			
	Side Impact Beams		
Safety-Interior			
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags		
	ParkSense with Stop Rear Parking Sensors		
	Blind Spot Detection Blind Spot		
	Collision Mitigation-Rear		
	Tire Specific Low Tire Pressure Warning		
	Dual Stage Driver And Passenger Front Airbags		
	Curtain 1st, 2nd And 3rd Row Airbags		
	Airbag Occupancy Sensor		
	Driver Knee Airbag		
	Rear Child Safety Locks		
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners		
	ParkView Back-Up Camera		
WARRANTY			

WARRANIY

Basic Years: 3

Basic Miles/km: 36,000 Drivetrain Years: 5

Drivetrain Miles/km: 100,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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Columbia Chrysler Dodge Jeep RAM Fiat

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) (Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Technical Specifications

	•								
Powertrain									
Transmission									
	Drivetrain	All Wheel Drive	Trans Order Code	DFT					
	Trans Type	8	Trans Description Cont.	Automatic w/OD					
	Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.71					
	Second Gear Ratio (:1)	3.14	Third Gear Ratio (:1)	2.11					
	Fourth Gear Ratio (:1)	1.67	Fifth Gear Ratio (:1)	1.28					
	Sixth Gear Ratio (:1)	1.00	Reverse Ratio (:1)	3.29					
	Clutch Size	N/A	Trans Power Take Off	N/A					
	Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	None					
	Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A					
	Transfer Case Power Take Off	No	Seventh Gear Ratio (:1)	0.84					
	Eighth Gear Ratio (:1)	0.67							
B.A.	Januara.								
IVI	FDA Fuel Feenemy Fet Hung	25 (2022) MDC	Cruising Range - City	442.80 mi					
	EPA Fuel Economy Est - Hwy	25 (2022) MPG							
	EPA Fuel Economy Est - City	18 (2022) MPG	Fuel Economy Est-Combined	21 (2022) MPG					
	Cruising Range - Hwy	615.00 mi	Estimated Battery Range	N/A					
Engine									
	Engine Order Code	ERC	Engine Type	Regular Unleaded V-6					
	Displacement	3.6 L/220	Fuel System	Sequential MPI					
	SAE Net Horsepower @ RPM	293 @ 6400	SAE Net Torque @ RPM	260 @ 4000					
	Engine Oil Cooler	Regular Duty							
Electrical									
	Cold Cranking Amps @ 0° F (Primary)	650	Cold Cranking Amps @ 0° F (2nd)	650					
	Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	220					
			,						
C	poling System								
	Total Cooling System Capacity	N/A							

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Columbia Chrysler Dodge Jeep RAM Fiat

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) (Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

ehicle			
Emissions			
Tons/yr of CO2 Emissions @ 15K mi/year	8.4 (2022)	EPA Greenhouse Gas Score	N/A
hassis			
Veight Information			
Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	4913 lbs	Gross Axle Wt Rating - Front	N/A
Gross Axle Wt Rating - Rear	N/A	Curb Weight - Front	N/A
Curb Weight - Rear	N/A	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	N/A
Reserve Axle Capacity - Rear	N/A	As Spec'd Curb Weight	N/A
As Spec'd Payload	N/A	Maximum Payload Capacity	N/A
Gross Combined Wt Rating	N/A	Gross Axle Weight Rating	N/A
Curb Weight	N/A	Reserve Axle Capacity	N/A
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	6500.00 lbs
Frailering			
Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	6200 lbs	Wt Distributing Hitch - Max Tongue Wt.	620 lbs
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	6200 lbs		
Frame			
Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		
Suspension			
Suspension Type - Front	Short And Long Arm	Suspension Type - Rear	Multi-Link
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	Independent	Axle Type - Rear	Independent

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Columbia Chrysler Dodge Jeep RAM Fiat

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) (Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

doto. 2020 Doago Darango 11 V	7007117101010		_
nassis			
Suspension			
ouspension			
Axle Capacity - Front	N/A		Axle Capacity - Rear
Axle Ratio (:1) - Front	3.45		Axle Ratio (:1) - Rear
Shock Absorber Diameter - Front	N/A		Shock Absorber Diameter - Rear
Stabilizer Bar Diameter - Front	N/A		Stabilizer Bar Diameter - Rear
Tires			
Front Tire Order Code	TXQ		Rear Tire Order Code
Spare Tire Order Code	N/A		nt Tire Size
Rear Tire Size	P255/60TR18	Spare Tire	
Front Tire Capacity	N/A	Rear Tire Capac	city
Spare Tire Capacity	N/A	Revolutions/Mile @	
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @	·
rtevelatione/mile © 10 mp. rteal		Treveranerie/ivine	To mpin Oparo
heels			
Front Wheel Size	18 X 8 in	Rear Wheel Size	
Spare Wheel Size	Full-Size in	Front Wheel Material	
Rear Wheel Material	Steel	Spare Wheel Material	
Steering			
Steering Type	Rack-Pinion	Steering Ratio (:1), Overall	
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	
Turning Diameter - Curb to Curb	41 ft	Turning Diameter - Wall to W	/all
Brakes			
Brake Type	4-Wheel Disc	Brake ABS System	
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thick	ness
Rear Brake Rotor Diam x Thickness	13 in	Drum - Rear (Yes or)	
Rear Drum Diam x Width	N/A		

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CHROMEDATA Columbia Chrysler Dodge Jeep RAM Fiat

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) (Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

hassis			
Fuel Tank			
Fuel Tank Capacity, Approx	24.6 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A
imensions			
nterior Dimensions			
Passenger Capacity	5	Front Head Room	39.9 in
Front Leg Room	40.3 in	Front Shoulder Room	58.5 in
Front Hip Room	57 in	Second Head Room	39.8 in
Second Leg Room	38.6 in	Second Shoulder Room	50.4 in
Second Hip Room	42.8 in		
Exterior Dimensions			
Wheelbase	119.8 in	Length, Overall w/rear bumper	N/A
Length, Overall	201.2 in	Width, Max w/o mirrors	75.8 in
Height, Overall	70.1 in	Track Width, Front	63.9 in
Track Width, Rear	64.1 in	Overhang, Front	N/A
Overhang, Rear w/o bumper	N/A	Front Bumper to Back of Cab	N/A
Cab to Axle	N/A	Cab to End of Frame	N/A
Ground to Top of Load Floor	N/A	Ground to Top of Frame	N/A
Frame Width, Rear	N/A	Ground Clearance, Front	N/A
Ground Clearance, Rear	N/A	Min Ground Clearance	8.1 in
Body Length	0.00 ft	Rear Door Opening Height	N/A
Rear Door Opening Width	N/A	Liftover Height	32.2 in
Cab to Body	N/A		
Cargo Area Dimensions			
Cargo Area Length @ Floor to Seat 1	N/A	Cargo Area Length @ Floor to Seat 2	N/A
Cargo Area Length @ Floor to Seat 3	N/A	Cargo Box Width @ Top, Rear	N/A
Cargo Area Width @ Beltline	N/A	Cargo Box Width @ Floor	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Tailgate Width	N/A	Cargo Volume	N/A

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) (Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Dimensions						
Cargo Area Dimensions						
Cargo Volume to Seat 1	85.1 ft ³	Cargo Volume to Seat 2	43.3 ft ³			
Cargo Volume to Seat 3	43.3 ft ³	Ext'd Cab Cargo Volume	N/A			

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[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) (Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

Optional Equipment

ENGINE		
CODE	DESCRIPTION	MSRP
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)	Inc.
EZH	Engine: 5.7L V8 HEMI MDS VVT -inc: 3.09 Rear Axle Ratio, Dual Rear Exhaust w/Bright Tips, 230MM Rear Axle, 800 Amp Maintenance Free Battery, 2 Speed On Demand Transfer Case, GVWR: 7,100 lbs	\$2,995.00
TRANSMISSIO	ON	
CODE	DESCRIPTION	MSRP
DFD	Transmission: 8-Speed Automatic (8HP70)	\$0.00
DFT	Transmission: 8-Speed Automatic (850RE) (STD)	Inc.
CPOS PKG		
CODE	DESCRIPTION	MSRP
22Z	Quick Order Package 22Z -inc: Engine: 5.7L V8 HEMI MDS VVT, Transmission: 8-Speed Automatic (8HP70)	\$0.00
2BZ	Quick Order Package 2BZ -inc: Engine: 3.6L V6 24V VVT UPG I w/ESS, Transmission: 8-Speed Automatic (850RE)	\$0.00
AXLE RATIO		
CODE	DESCRIPTION	MSRP
DLK	3.45 Rear Axle Ratio (STD)	\$0.00
DPM	3.09 Rear Axle Ratio	\$0.00
WHEELS		
CODE	DESCRIPTION	MSRP
WBN	Wheels: 18" x 8.0" Black Steel (STD)	\$0.00
WP1	Wheels: 18" x 8.0" Painted Aluminum -inc: Steel spare wheel w/matching tire	\$390.00
PRIMARY PAI	NT	
CODE	DESCRIPTION	MSRP
P79	Michigan State Police Blue	\$560.00
P82	Ranger Clearcoat	\$560.00
PAS	Baltic Gray Metallic Clearcoat	\$395.00
PBU	Blu By You Pearlcoat	\$560.00
PCA	Frostbite Pearlcoat	\$395.00
PCQ	Midnight Sky	\$395.00

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CHROMEDATA Columbia Chrysler Dodge Jeep RAM Fiat

Russell Moles | 865-719-0014 | rmoles@cdjrcolumbia.com

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) (Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

PRIMARY PAINT						
CODE	DESCRIPTION	MSRP				
PDN	Destroyer Gray Clearcoat	\$395.00				
PHC	Ember Pearlcoat	\$395.00				
PR4	Flame Red Clearcoat	\$560.00				
PRV	Octane Red Pearlcoat	\$395.00				
PSE	Silver Metallic Clearcoat	\$395.00				
PW7	White Knuckle Clearcoat	\$0.00				
PXJ	DB Black Clearcoat	\$0.00				
SEAT TYPE						
CODE	DESCRIPTION	MSRP				
A7X9	Black, Cloth Bucket Seats w/Rear Vinyl -inc: Vinyl 2nd Row Seat	\$135.00				
C5X9	Black, Cloth Bucket Seats w/Shift Insert -inc: cloth rear seat	\$0.00				
GVWR						
CODE	DESCRIPTION	MSRP				
Z6J	GVWR: 7,100 lbs	\$0.00				
Z6K	GVWR: 6,500 lbs (STD)	\$0.00				
ADDITIONAL	EQUIPMENT - PACKAGE					
CODE	DESCRIPTION	MSRP				
ADG	Technology Group -inc: Adaptive Cruise Control w/Stop, Advanced Brake Assist, Rain Sensitive Windshield Wipers, Full Speed Forward Collision Warning Plus, Lane Departure Warning Plus	\$2,680.00				
ADL	Skid Plate Group -inc: Transfer Case Skid Plate Shield, Front Suspension Skid Plate, Fuel Tank Skid Plate Shield, Underbody Skid Plate	\$330.00				
ADDITIONAL	EQUIPMENT - EXTERIOR					
CODE	DESCRIPTION	MSRP				
LNA	Black Right LED Spot Lamp	\$580.00				
LNF	Black Left LED Spot Lamp	\$610.00				

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Columbia Chrysler Dodge Jeep RAM Fiat

Russell Moles | 865-719-0014 | rmoles@cdjrcolumbia.com

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) (Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

0005	DECORIDEION	14000
CODE	DESCRIPTION	MSRP
UBN	Radio: Uconnect 5 Nav w/10.1" Display -inc: 10.1" Touchscreen Display, Disassociated Touchscreen Display, HD Radio, For Details Visit DriveUconnect.com, 1-Year Trial (Registration Required), GPS Navigation, 4G LTE Wi-Fi Hot Spot, SiriusXM Guardian - Included Trial (B), SiriusXM w/360L, All Radio Equipped Vehicles, Global Telematics Box Module (TBM), Connected Travel & Traffic Services, All R1 High Radios	\$1,095.00
ADDITIONA	AL EQUIPMENT - INTERIOR	
CODE	DESCRIPTION	MSRP
CKD	Floor Carpet -inc: Luxury Front & Rear Floor Mats	\$140.00
CUF	Full Length Floor Console -inc: 115V Auxiliary Power Outlet, Illuminated Cupholders	\$330.00
CUG	Police Floor Console	\$950.00
CW6	Deactivate Rear Doors/Windows	\$85.00
CW7	Door/Window Activation Kit	\$115.00
GXA	Entire Fleet Alike Key (FREQ 2) -inc: 8 key FOBs are standard	\$160.00
GXE	Entire Fleet Alike Key (FREQ 3) -inc: 8 key FOBs are standard	\$160.00
GXF	Entire Fleet Alike Key (FREQ 1) -inc: 8 key FOBs are standard	\$160.00
GXG	Entire Fleet Alike Key (FREQ 4) -inc: 8 key FOBs are standard	\$160.00
JRC	Power Liftgate -inc: Key lock cylinder deleted from liftgate	\$440.00
LSA	Security Alarm	\$170.00
MT8	Delete Liftgate Badge	\$0.00
XCS	4 Additional Key Fobs	\$115.00
XDG	Passenger Side Ballistic Door Panel	\$2,600.00
XDV	Driver Side Ballistic Door Panel	\$2,720.00
XPW	Front & Rear Wire Harness -inc: Power Distribution Center	\$1,600.00
ADDITIONA	AL EQUIPMENT - OTHER	
CODE	DESCRIPTION	MSRP
	Destination Surcharge (Hawaii)	\$50.00
SHIP THRU	CODES	
CODE	DESCRIPTION	MSRP
99800A	Ship-Thru: Auto Truck Group - Maple Shade	\$0.00
99801A	Ship-Thru: Auto Truck Group - Bartlett	\$0.00
99802A	Ship-Thru: Auto Truck Group - Fort Wayne	\$0.00

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CHROMEDATA Columbia Chrysler Dodge Jeep RAM Fiat

Russell Moles | 865-719-0014 | rmoles@cdjrcolumbia.com

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) (Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

SHIP THRU	J CODES	
CODE	DESCRIPTION	MSRP
99803A	Ship-Thru: Adrian Steel - Saltillo	\$0.00
99807A	Ship-Thru: Utilimaster	\$0.00
99811A	Ship-Thru: Midway - Saltillo	\$0.00
99813A	Ship-Thru: Ground Effects - Sterling Heights	\$0.00
99814A	Ship-Thru: INLAD Truck & Van - Lombard	\$0.00
99815A	Ship-Thru: OEM - Saltillo	\$0.00
99816A	Ship-Thru: Ranger Design	\$0.00
99818A	Ship-Thru: Reading - Saltillo	\$0.00
99819A	Ship-Thru: Canfield - Warren	\$0.00
99820A	Ship-Thru: Dejana Cargo & Van Body Mfg - Baltimore	\$0.00
99821A	Ship-Thru: NBC - Roseville	\$0.00
99822A	Ship-Thru: Canfield - Dundalk	\$0.00
99823A	Ship-Thru: Ground Effects - Warren	\$0.00
99828A	Ship-Thru: INLAD Truck & Van - District Heights	\$0.00
99832A	Ship-Thru: Kerr Industries	\$0.00
99833A	Ship-Thru: Knapheide - Saltillo	\$0.00
99835A	Ship-Thru: Masterack - Saltillo	\$0.00
99836A	Ship-Thru: Knapheide - Flint	\$0.00
99838A	Ship-Thru: ABS Storage Products	\$0.00
99839A	Ship-Thru: Midway - Elkhart	\$0.00
99840A	Ship-Thru: OEM - Dundalk	\$0.00
99841A	Ship-Thru: Monroe	\$0.00
99845A	Ship Thru: Ground Effects - Windsor	\$0.00
99846A	Ship-Thru: Dejana Cargo & Van Body Mfg - Saltillo	\$0.00
99847A	Ship-Thru: OEM - Warren	\$0.00
99849A	Ship-Thru: Masterack - Pontiac	\$0.00
99852A	Ship-Thru: Reading - Pontiac	\$0.00
99862A	Ship-Thru: Masterack - Dundalk	\$0.00
99864A	Ship-Thru: Ground Effects	\$0.00
99868A	Ship-Thru: Adrian Steel - Baltimore	\$0.00

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CHROMEDATA Columbia Chrysler Dodge Jeep RAM Fiat

Russell Moles | 865-719-0014 | rmoles@cdjrcolumbia.com

[Fleet] 2023 Dodge Durango (WDEE75) Pursuit AWD (5) (Complete)

Quote: 2023 Dodge Durango PPV V6 SAP PACKAGE

SHIP THRU CODES						
CODE	DESCRIPTION	MSRP				
99870A	Ship-Thru: Knapheide - Baltimore	\$0.00				
99891A	Ship-Thru: Canfield	\$0.00				
99892A	Ship-Thru: Knapheide - Chicago	\$0.00				
99896A	Ship-Thru: Utilimaster PDI	\$0.00				
99898A	Ship-Thru: Action Truck & Body Equipment	\$0.00				
CUSTOM EQUIPMENT						
CODE	DESCRIPTION	MSRP				
SWC	State Contract Discount from List Price	(\$4,248.00)				

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STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES CENTRAL PROCUREMENT OFFICE

Statewide Multi-Year Contract Issued to:

TT of Columbia Inc 106 S James Campbell Blvd Columbia, TN 38401

Vendor ID: 0000141027

Contract Number: 0000000000000000000072308

Title: SWC209 Vehicles

Start Date: September 24, 2021 End Date: December 31, 2023

Is this contract available to local government agencies in addition to State agencies?: Yes

<u>Authorized Users.</u> This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee

Department of General Services, Central Procurement Office

Contract Administrator: Michael Neely

3rd Floor, William R Snodgrass, Tennessee Tower

312 Rosa L. Parks Avenue Nashville, TN 37243-1102 Phone: 615-741-5971 Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000187716

Police Vehicles, CDJR, Generic SWC209 Asset

Unit of Measure: EA Vendor Item/Part #: Manufacturer Item #: Unit Price: \$ 0

Line 2

Item ID: 1000187717

Sedans, CDJR, Generic SWC209 Asset

Unit of Measure: EA Vendor Item/Part #: Manufacturer Item #: Unit Price: \$ 0

Line 3

Item ID: 1000187718

Minivan and Full-size Vans, CDJR(Passenger, Cargo, Cut-Away), Generic SWC209 Asset

Unit of Measure: EA Vendor Item/Part #: Manufacturer Item #: Unit Price: \$ 0

Line 4

Item ID: 1000187719

Sport Utility Vehicles, CDJR(SUVs), Generic SWC209 Asset

Unit of Measure: EA Vendor Item/Part #: Manufacturer Item #: Unit Price: \$ 0

Line 5

Item ID: 1000187720

Light Trucks, CDJR(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset

Unit of Measure: EA Vendor Item/Part #: Manufacturer Item #: Unit Price: \$ 0

Line 6

Item ID: 1000179941

Optional Equipment, Generic SWC209 Asset

Unit of Measure: EA

Vendor Item/Part #: SWC209-TTOC-008

Manufacturer Item #: Unit Price: \$ 0

APPROVED:		BY:			
	CHIEF PROCUREMENT OFFICER		PURCHASING AGENT	 DATE	

The City of Morristown

Memorandum

From the Office of Finance



To: City Council

From: Michele Parvin, Accountant/Grants Coordinator

Date: September 15,2022

RE: Firehouse Subs Public Safety Foundation Grant

The City of Morristown is requesting approval to apply for the Firehouse Subs Public Safety Foundation Grant in the amount of \$24,138.73. This grant is available to local public safety organizations by providing lifesaving equipment and needed resources. This grant is 100% funded. The grant funds requested would be used for the purchase of 27 handheld thermal imaging cameras (TIC) including gear keepers and 4 charging stations within the fire department.



3789 62nd Avenue North Pinellas Park, FL 33781

Bill To

Firehouse Subs Public Safety Fdn, Inc 12735 Gran Bay Parkway, #150 Jacksonville FL 32258 United States

Quote

 Quote #
 QT1615281

 Date
 10/06/2022

 Expires
 12/31/2022

Sales Rep Robinson, Jamie S
Shipping Method FedEx Ground

Customer (NON-TAXABLE) FIREHOUSE SUBS PSF, INC

(FL)

Customer # C44582

Ship To

Morristown Fire Department 619 Howell Road Morristown TN 37813 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
RQ-FFIX			FirePro X	27	\$799.00	\$21,573.00
RT4-4504			SEEK TIC Gear Keeper with Aluminum Carabiner	27	\$34.99	\$944.73
RD-FAA			Seek Reveal FirePROX Multi-Charging Station (TIC NOT INCLUDED)	4	\$399.00	\$1,596.00

Firehouse Subs Public Safety Foundation Grant Request

Department Name: Morristown Fire Depatment

Department POC: Chief Clark Taylor; 423-585-4655; ctaylor@mymorristown.com

MES POC: Tom Winkler; 727-808-5344; twinkler@mesfire.com

Shipping Cost

\$25.00

Tax Total

\$0.00

Total

\$24,138.73

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

The City of Morristown

Finance Department



Morristown City Council Agenda Item Summary

Date:

September 20th, 2022

Agenda Item:

Authorize purchase of one (1) Sanitation Truck, being a 2024 New Mack LR64L Chassis

with a Heil Command SST Automated Side Loader and related warranties in the

amount of \$455,620.69 via cooperative purchasing agreement.

Prepared By:

Andrew Ellard

Subject:

2024 Mack LR64L Chassis with a Heil Command SST Automated Side Loader

Sanitation Truck – FY 2023

Background:

Budget in FY 2023 provides for the purchase of one (1) Sanitation Truck for Public Works.

Findings/Current Activity:

Stringfellow has provided a quote covering the purchase of the sanitation truck and it includes an extended 5-year warranty for the Mack Chassis and Heil body. Pricing for the sanitation truck has been approved under Sourcewell Cooperative Purchasing agreement (#091219).

Financial Impact:

Funding totaling \$350,000 has been appropriated in the FY23 budget. Budget modifications will be made to cover the cost difference, however a future budget amendment totaling approximately \$35,000 may be required to cover the entire cost.

2024 New Mack LR64L Chassis with a Heil Side Loader - \$455,620.69

Action options/Recommendations:

Staff recommends the purchase.

Attachment:

Sourcewell Cooperative Contracts #091219 and StringFellow, Inc., quote



INC.

TRUCK BODIES • REFUSE EQUIPMENT • STREET SWEEPERS • SEWER CLEANERS PARTS & SERVICE

Body Options

Retainer Teeth in Body

1/4" AR400 Body Floor in lieu of standard 3/16" AR400

Mud Flaps - anti-sail / anti-splash - mounted ahead of rear tires

Hopper Hood *Hopper hood may not be ordered in conjunction with a sliding top door

Hydraulic Pressure Gauge Kit (shipped loose in cab)

Hydraulic Tank Low Oil Level Warning Kit

Rear Caution Decal

Broom and Shovel Kit - Mounted Underbody - Includes Broom and Shovel

Hydraulic Oil Tank Quick Disconnect Kit - For use with filter buggy

Spill Kit

20 lb. Fire Extinguisher with Bracket

Fender Extension Kit

"Infinity Series Packer/Eject Cylinders with scrapers and hardened rods to 50 HRC Includes Five (5) Year Packer/Eject Cylinder Only Warranty that covers dents and dings.

(This Option is Required if purchasing extended warranties below)"

Groeneveld-Body and Arm Lubrication System

Extended Complete Body Warranty

Five (5) Year (Months 13-60) (Maximum 10,000 hrs. of Operation) Complete Heil Body Warranty

WWE Mack Chassis Warranty Pricing:

Engine-5yr/250k Miles-

Aftertreatment- 5yr/250k Miles-

Engine Towing 5yr/250k Miles-

HVAC- 5yr/Unlimited Miles-

Starter & Alternator- 5yr/300k Miles-

Allison Transmission- 5yr/Unlimited Miles-

Completely Installed on a 2024 New Mack LR64L Chassis and Painted White to Match Cab

Sourcewell Contract Pricing\$455,620.69

Current lead time is estimated to be Aug-Oct 0f 2023 on the chassis and add 90-120 days on the Body.

Thank you for the opportunity to serve you!

Sincerely,

Craig Brown
Craig Brown

East Tennessee Sales

STRINGFELLOW inc.

Corporate Office 2710 Locust Street NASHVILLE, TN. 37207 Toll Free 1-800-832-4404

www.stringfellow.bz

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East Tennessee Office 2636 Tuckaleechee Pike MARYVILLE, TN.37803 Phone (865) 208-3950 craig@stringfellow.bz Chattanooga 2021 East Market St CHATTANOOGA, TN 37404 Phone (423) 805-5074

2710 Locust Street · Nashville, TN 37207 615/226-4900 · Toll Free: 1-800-832-4404 · Fax: 615/226-8685 www.stringfellow.bz



INC.

TRUCK BODIES • REFUSE EQUIPMENT • STREET SWEEPERS • SEWER CLEANERS
PARTS & SERVICE

9/14/22

Paul Brown Public Works Director Morristown, TN

Per your request,

Heil Command SST 33 Cubic Yard Automated Side Loader Hopper 5.2 Cubic Yard

Mounting Options

Full Factory Mount for Service Hoist and Serviceable Eject Sump to Body *CURBSIDE ONLY

Mount Kit

Serviceable Eject

Grabber and Lift Options

Curotto Style Gripper

Lighting and Electrical Accessories

Hopper Work Light Kit - LED - (Hopper Only)

Integrated Grabber Work Light Kit mounted on Hopper Side (This option is included in the Upgraded Base 3rd Eve Dual Camera system)

Body Side Backing Assist Lights mounted front body bolster - reverse activated

Multi-Function LED Strobe / Turn Lamps

Strobe Light, Amber - in-cab switch, pump on, and reverse activated - mounted lower tailgate Dual Oval Flat LED Strobes - in-cab switch - mounted mid-tailgate

Lift Controls, Options and Accessories

Remote Lift Controls - mounted under seat on right hand side*

Heil Autonomous Lift Controls and Options

Heil® Autonomous Lift Option [H.A.L.O.] (Autonomous Lift Controls)

Camera Systems

Base 3rd Eye® Dual Camera System with 9" monitor DVR which includes digital grabber guidelines, Dual Cameras, One mounted Rear View and one Grabber Camera Mounted On The Side Of The Hopper. This Kit Also Includes the Integrated grabber work light kit. Hopper work light not included and must be ordered from the electrical options is needed.

3rd Eye® Camera (LH Cab)

3rd Eye® Camera (RH Cab)

3rd Eye® Camera (Forward facing in Cab)

3rd Eye® Camera (Inside Hopper)

2710 Locust Street · Nashville, TN 37207 615/226-4900 · Toll Free: 1-800-832-4404 · Fax: 615/226-8685 www.stringfellow.bz



Solicitation Number: RFP#091219

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **The Heil Co.**, 2030 Hamilton Place Blvd. #200, Chattanooga, TN 37421 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires November 15, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

- B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.
- C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

Notwithstanding the above, warranty issues related to the body and Heil factory-installed components shall be administered and resolved by The Heil Co. Warranty for third-party manufacturers such as the chassis chassis options or subsequently installed components shall be administered and addressed by the respective product manufacturer.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

B. Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition. Product returns shall only be available in the event Vendor is notified of a body problem in writing and has not resolved the issue within thirty (30) days after receipt of said Notice.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

- C. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.
- D. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)

• Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific

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requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

- C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order. The cost of the bond premium shall be added to the cost of the Product.
- D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:
 - 1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
 - 2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
 - 3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.
- F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

- A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:
 - Maintenance and management of this Contract;
 - Timely response to all Sourcewell and Member inquiries; and
 - Business reviews to Sourcewell and Members, if applicable.
- B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and

contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9.

AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

- A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.
- C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

- A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:
 - 1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
 - 2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
 - 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.
- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:
 - 1. Nonperformance of contractual requirements, or
 - 2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. Workers' Compensation and Employer's Liability.

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. Commercial General Liability Insurance. Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

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Minimum Limits: \$2,000,000

5. Network Security and Privacy Liability Insurance. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence \$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

- C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

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maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).
- F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

- A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.
- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.
- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.
- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.
- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

- DocuSigned by:

Jeremy Schwartz

Title: Director of Operations &

Procurement/CPO

Date: 11/11/2019 | 4:17 PM CST

Approved:

DocuSigned by:

7E42B8F817A64CC...

Title: Executive Director/CEO
Date: 11/11/2019 | 6:44 PM CST

Date: ______

The Heil Co.

By: George Paturalsk

George Paturalski
Title: Assistant Secretary

Date: 12/6/2019 | 1:45 PM PST

RFP 091219 - Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name: The Heil Co.

Does your company conduct business

under any other name? If yes, please

state:

(Heil)

2030 Hamilton Place Blvd, #200

Address:

Chattanooga, TN 37421

Contact: Burgess Lane

 Email:
 blane@doveresg.com

 Phone:
 256-478-0425

 HST#:
 363896843

Submission Details

Created On: Thursday July 11, 2019 09:28:35

Submitted On: Wednesday September 11, 2019 09:59:56

Submitted By: Burgess Lane

Email: blane@doveresg.com

Transaction #: 86955ac5-f190-4f28-b35f-31bdbabd60c1

Submitter's IP Address: 74.127.76.220

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	The Heil Co. ("Heil")	*
2	Proposer Address:	2030 Hamilton Place Blvd, #200 Chattanooga, TN 37421	*
3	Proposer website address:	www.heil.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Dave Young Vice President - Sales dyoung@doveresg.com 423-855-6353	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Burgess Lane Ready Truck Manager blane@heil.com 256-304-2218	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Larry Angel General Manager Ready Trucks langel@heil.com 423-242-2967 Jim Whitlow Ready Truck Business Analyst jwhitlow@heil.com 256-845-8355	

Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Formed in 1901 by Julius P. Heil, Heil is the world's premier manufacturer of ultra-durable, highly productive mobile refuse collection vehicles. Our product offering encompasses front loaders, rear loaders, side loaders, and multi-compartment vehicles, alternative fuels as well as special packages for organics. As the industry's leading provider of mobile collection solutions, we operate with a clearly defined mission, vision, set of core values, and set of strategic priorities:
		Mission: Process, transport, and transform the solid waste stream into sustainable resources that benefit our customers and communities.
		Vision: Be the undisputed global leader in people, performance, and customer value in the solid waste and recycling industry.
		Core Values: Collaborative Entrepreneurial Spirit Winning Through Customers High Ethical Standards, Openness, and Trust Expectations for Results Respects and Values People
		Strategic Priorities: Safety Quality On-Time Delivery Productivity Improvement In addition to the wide array of custom-configured refuse bodies, HEIL offers two innovative
		Programs to assist customers with updating or enhancing their refuse collection fleets quickly. Ready Trucks Program For customers who need to grow their fleet quickly or replace tired trucks and would like to purchase a new Heil refuse collection vehicle, we offer our Ready Trucks Program. This Program enables customers to choose a heavy-duty unit from stock, equipped with our most requested options, and receive same-day shipping. For those customers who would like to make slight modifications to a stock unit, we offer the ability to customize a unit in inventory and have it ship within 60 calendar days as part of our 60-day Shipping Guarantee.
ĺ	215	Return to Agenda

We offer a large variety of chassis inventory for mounting Heil refuse collection bodies. At any given time, we either stock or have immediate access to 500 to 700 chassis, both conventional and cab-over engine models. With chassis production lead times currently as long as four (4) months and often as long as twelve (12) months in recent years, having chassis on hand will enable Heil to offer Sourcewell Members immediate access to the majority of our refuse collection vehicles. Having such a large product offering requires a substantial number of different chassis models. The table below demonstrates our extensive offering of both diesel and compressed natural gas (CNG) models:

(Cab-over models are primarily used for Heil front loaders, automated side loaders and, to a les Appendix A. You will note that we are offering in excess of 200 different chassis specifications

Heil Rental Programs Heil has relationships with Big Truck Rental, Rush Rentals and Premier Tr purchasing vehicles for a fleet. By renting, municipal customers can:

- Start a new pickup or collection route due to annexation without the typical upfront investment.
- Kick off a new route or relationship without the possible strain on cash flow.
- Replace a unit that goes down unexpectedly or is in for service, in most cases within
 hours.
- Manage an emergency storm cleanup or another sudden situation where time is of the essence and expansion of service may need to be temporary, such as seasonal leaf and brush collection.
- Determine which front, side or rear loader is the right solution for an application by testing a rental unit before buying.
- Please see Appendix BTR for Big Truck Rental pricing
- Please see Appendix Rush for Rush Rental pricing
- Please see Appendix Premier 1 and Premier 2 for Premier Truck Rental pricing

Parts Central Parts Central offers Heil Certified OEM parts and a variety of aftermarket parts manufactured by Heil.

Heil Certified OEM Parts are the most reliable replacement parts for Heil refuse collection vehicles. They're made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means that they fit perfectly every time. Heil uses only the highest-quality materials for parts that last, minimizing costly downtime. Parts Central also offers the most requested aftermarket parts for Heil and other makes of refuse collection vehicles. Our aftermarket parts are designed and manufactured to strict standards and are backed by more than 118 years of industry experience and quality good enough to carry the Heil name.

Most commonly requested parts are available for immediate, same-day delivery through a local authorized Heil Dealer. If customers require a part that's not on the shelf locally, the dealer can expedite delivery from our main Parts Central warehouse in Fort Payne, Alabama. Orders for in-stock parts placed with the warehouse prior to 5:00 p.m. Eastern Standard Time will be shipped overnight. Even those hard-to-find parts for older refuse collection vehicles are often available through local Dealers for next-day delivery.

Provide a detailed description of the products and services that you are offering in your proposal.

Our product line consists of a series of commercial and residential equipment. They are divided into 9 sub categories:

a) Front Loaders

Half/Pack® Frontload Garbage Trucks. Heil's Half/Pack has consistently delivered proven performance and continues to set the standard for front loaders. The Half/Pack is built for a long, reliable lifespan. Please see Appendix - Half Pack for more information regarding this product. Also, you may click the link below to view examples of this offering: https://www.heil.com/products/front-end-loaders/half-pack HALF/PACK® FREEDOM™ FRONT LOAD GARBAGE TRUCKS. Heil's Half/Pack® Freedom front load garbage truck is the lightweight solution for commercial and residential refuse hauling routes, able to carry up to 11 tons of legal payload in its 28 yd. body. Please see

8

Appendix – Half Pack Freedom for more information regarding this product. Also, please click the link below to view examples of this offering:

https://www.heil.com/products/front-end-loaders/half-pack-freedom

HALF/PACK® COMMERCIAL FRONT LOAD GARBAGE TRUCK WITH ODYSSEY™ HYDRAULIC CONTROLS. This front loader features a refined hydraulic and electronic control system for maximum efficiency, reliability, and precise control. The Heil® Commercial Half/Pack® garbage truck with Odyssey™ Hydraulic Controls also has a single, easy-to-use joystick that requires minimal effort to operate, which saves time and increases productivity. Please see Appendix − Half Pack Commercial with Odyssey Controls for more information regarding this product. Also, please click the link below to view examples of this offering:

https://www.heil.com/products/front-end-loaders/half-pack-commercial-odyssey

HALF/PACK® SIERRA™ FRONT LOAD GARBAGE TRUCKS. At 17,050 lbs (16% lighter than our standard Half/Pack® Front Loader), the Heil® Sierra™ front load garbage truck is a midweight solution for commercial and residential refuse routes that can carry more than 10 tons of legal payload in its 28 yd frontload hopper. Whether you haul commercial or residential refuse, the Half/Pack® Sierra™ is simply the best light-weight front loader, hands down. Please see Appendix – Half Pack Sierra for more information regarding this product. Also, please click the link below to view examples of this offering:

https://www.heil.com/products/front-end-loaders/half-pack-sierra HALF/PACK® AUTOMATED RESIDENTIAL FRONT LOAD GARBAGE TRUCKS. With major

productivity enhancements, this game-changing automated front load garbage truck provides savings on residential refuse routes by eliminating high-maintenance items. For the most dependable Residential Front Loader in the business, you can count on the Heil® Half/Pack®. Please see Appendix – Half Pack Automated Residential for more information regarding this product. Also, please click the link below to view examples of this offering: https://www.heil.com/products/automated-front-loaders

b) Rear Loaders POWERTRAK® COMMERCIAL PLUS HIGH CAPACITY REAR LOAD GARBAGE TRUCKS. The

Heil® PowerTrak® PLUS High Capacity Rear Load Garbage Truck's patented design mounts the tag axle to the chassis frame rail, making it more structurally sound than models with the tag axle integrated into the tailgate, and an optional pusher axle can be added to carry an even greater legal payload. Please see Appendix – PTC Plus for more information regarding this product. Also, please click the link below to view examples of this offering:

https://www.heil.com/products/rear-loaders/powertrak-commercial-plus PT 1000™ SINGLE AXLE REAR LOAD GARBAGE TRUCKS. With its 15-second cycle time, reload time of less than 6 seconds and its and large, 3 yd3 capacity hopper, this robust rear load garbage truck is the key to optimizing productivity on residential and commercial routes. Please see Appendix − PT1000 for more information regarding this product. Also, please click the link below to view examples of this offering:

https://www.heil.com/products/rear-loaders/pt-1000

DURAPACK® 5000 REAR LOAD GARBAGE TRUCKS. This tough and reliable high-compaction rear load garbage truck has a unique swing link design, along with the waste industry's largest capacity hopper. A large 3.94 yards – and compaction up to 1,000 lbs per yd3 for increased productivity on your commercial and residential trash routes. Please see Appendix – DP5000 for more information regarding this product. Also, please click the link below to view examples of this offering:

https://www.heil.com/products/rear-loaders/durapack-5000 POWERTRAK® COMMERCIAL REAR LOAD GARBAGE TRUCKS. This powerful rear load garbage truck body has high-pressure hydraulics and dual-track design to provide an awesome compaction of up to 1,200 lbs per yard. The PowerTrak® 3.64 yd hopper handles construction, demolition, and bulk waste better than any commercial rear loader in its class. Please see Appendix – PTC for more information regarding this product. Also, please click this link below to view examples of this offering: https://www.heil.com/products/rear-loaders/powertrak-commercial

NON-CDL MINI REAR LOAD GARBAGE TRUCKS. Don't let the size fool you. The beauty of this highly maneuverable Non-CDL Rear Load Garbage Truck is its narrow, compact and lightweight design, making it ideal for commercial or residential waste hauling routes. Operators don't need a commercial driver's license (CDL) and the vehicle is exempt from Federal Excise Tax (FET). And the simple but effective swing link design means no slides, tracks or rollers, just compaction. Looking for the best Non-CDL Rear Load Garbage Truck Body on the market? Check out the Heil® Mini Rear Loader. Please see Appendix – Mini REL for more information regarding this product. Also, please click this link below to view examples of this offering:

https://www.heil.com/products/rear-loaders/mini-rear-loader c)

Side Loaders

LIBERTY™ AUTOMATED SIDELOAD GARBAGE TRUCKS. The patented Python™ automated sideload garbage truck arm has a muscular, 9-foot reach, an 8-second cycle time and can lift up to 800 lbs. The incredibly lightweight Liberty™ automated side loader is perfect for residential collections. And the constant pack body – which is the lightest in the industry, has a patented paddle packer that continuously sweeps the hopper, eliminating the need to stop

and pack the load. Please see Appendix – Liberty for more information regarding this product. Also, please click the link below to view examples of this offering: https://www.heil.com/products/automated-side-loaders/liberty

DURAPACK® PYTHON® AUTOMATED SIDE LOAD GARBAGE TRUCKS. The patented Heil® Python® Side Load Automated Arm has a 9-foot reach, an 8-second cycle time and can lift up to 800 lbs, making it a strong and fast performer on any residential refuse route. And the DuraPack® Sideload body is the industry standard when it comes to dependability and toughness. Please see Appendix – Python for more information regarding this product. Also, please click the link below to view examples of this offering: https://www.heil.com/products/automated-side-loaders/durapack-python

RAPID RAIL® AUTOMATED SIDE LOAD GARBAGE TRUCKS. The Rapid Rail® Automated Side Loader garbage truck body has a 1,600 pound lift capacity, and allows for residential, commercial and multi-family refuse collection. It can handle 30-400 gallon refuse containers all day long with ease. The powerful arm has virtually zero kick out allowing operation in the tightest of alleys, and an 8-second cycle time means industry-leading productivity, all in combination with the lightest weight side loader in the industry. Please see Appendix – Rapid Rail for more information regarding this product. Also, please click the link below to view examples of this offering:

https://www.heil.com/products/automated-side-loaders/rapid-rail

DURAPACK® RAPID RAIL® SIDELOAD GARBAGE TRUCKS. The DuraPack® Rapid Rail® Autom DuraPack® high- compaction sideload body makes for a reliable, tough RCV. Please see Appe https://www.heil.com/products/automated-side-loaders/durapack-rapid-rail

MULTIPACK® AUTOMATED SIDE LOAD GARBAGE TRUCKS. Heil® MultiPack® Sideload Garbage Truck Bodies combine the durable Heil® DuraPack®, the superior Python® automated arm and the proven DuraPack® 5000 refuse tailgate. It's the only trash truck in the industry that can handle rear loader, side loader, and even commercial waste routes single-handedly. Please see Appendix – Multipack for more information regarding this product. Also, please click the link below to view examples of this offering:

https://www.heil.com/products/automated-side-loaders/multipack

d) Multi-Compartment Vehicles

DURAPACK® 4060 SPLIT BODY REAR LOAD GARBAGE TRUCKS. The Heil® DuraPack® 4060 Split Body Rear Load Garbage Trucks are a win-win, allowing collection of multiple residential trash streams or recyclables. With the DuraPack® 4060 split body rear loader, one truck can do the work of two. And the reduced weight body means enhanced fuel economy and larger payloads on the route. Please see Appendix – 4060 for more information regarding this product. Also, please click the link below to view examples of this offering: https://www.heil.com/products/rear-loaders/durapack-4060

e) CNG Capabilities

CNrG™ TAILGATE.The Heil® innovative, fully integrated CNrG™ tailgate fuel delivery system will revolutionize the way you use CNG garbage trucks. Please see Appendix – CNrG for more information. Also, please click the link below to view examples of this offering: https://www.heil.com/products/cng-capabilities/cnrg-tailgate CNG OPTIONS FOR GARBAGE TRUCKS. Heil® makes it easier than ever to realize the savings from CNG garbage trucks with our factory-direct CNG program. Please see Appendix – Heil CNG for more information. Also, please click the link below to view examples of this offering: https://www.heil.com/products/cng-capabilities/cng-options f)

Organics

ORGANIC WASTE COLLECTION TRUCKS AND EQUIPMENT. When it comes to waste stream diversion, one of the first targets is removing organic waste from the landfill. That's where Heil comes in, with our Organics Waste Collection trucks and equipment. Whether your route is equipped with the PT-1000 or the iconic Heil® Rapid Rail®, we have organics processing options that allow you to meet your organics diversion targets. Please click the link below to view examples of this offering: https://www.heil.com/organics

g) Parts Central

Heil® Certified OEM Parts are the most reliable replacement parts for Heil® refuse trucks.

These parts are made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means they fit perfectly every time. Heil® uses only the highest-quality materials for parts that last.

Parts Central also offers the most requested aftermarket parts for Heil and other makes of garbage truck bodies. Our aftermarket parts are designed and manufactured to strict standards and are backed by more than 100 years of industry experience.

High-volume parts that are frequently requested are available for immediate, same-day delivery through your local Authorized Heil® Dealer. Orders for in-stock parts placed with Parts Central before 5 p.m. ET will be shipped overnight. Please click below to view examples of this offering:

https://www.heil.com/products/parts-central h) Bayne

Thinline Premium Lift Systems

Mobile Refuse Products. Bayne's diverse line lifters for mobile refuse truck lifters is second to none. Our lifters are the most reliable solution to your waste handling needs, and we offer complete solutions for almost any application or budget. Please see Appendix – Bayne for more information regarding this product. Also, please click below to view examples of this offering:

https://www.baynethinline.com/products/mobile_refuse_products

i) Third Eye

Refuse Fleet Solutions. Refuse collection can be tricky business. Knowing that you've serviced a home or business is important. So is doing it productively and safely every time. 3rd Eye on-board camera systems constantly monitor your driver as well as their environment to ensure the safe operation of their vehicle. It also allows fleet owners immediate verification of service and video validation of overfilled containers – which can lead to more revenue / increased service frequency. 3rd Eye is the most technologically advanced refuse fleet management solution for the waste industry, trusted by companies all over the United States, just like yours. From Enhance Vehicle Behavioral Analytics™, 3rd Eye Digital, 3rd Eye Mobile, Collision Avoidance Radar and more, 3rd Eye has the most comprehensive refuse fleet management solutions on the market. Please see Appendix – 3rd Eye for more information regarding this product. Also, please click the link below to view examples of this offering:

https://www.3rdeyecam.com/refuse-fleet-management-systems/

The attached Proposal is tendered in compliance with and conforms to the bid specification requirements of Sourcewell as set forth in solicitation #091219 identified with an initial submittal date of September 11, 2019. However, for complete clarity and transparency, the pricing and performance commitments contained herein are tendered to Sourcewell predicated on a mutual understanding and agreement on the following points of clarification:

- Warranty issues related to the body and Heil factory-installed components shall be administered and resolved by The Heil Co. Warranty for 3rd party manufacturers such as the chassis, chassis options, or subsequently installed components shall be administered and addressed by the respective product manufacturer.
- 2. Product returns shall only be available in the event Heil is notified of a body problem in writing and has not resolved the issue within thirty (30) days after receipt of said Notice.
- 3. Consistent with section 10B of this Agreement, any supplemental terms or conditions on Member-supplied transactional paperwork (such as a Purchase Order) shall be null and void unless an Amendment to this Agreement is executed between Supplier and Member.
- 4. In the event a Member requires a Performance Bond from Supplier, the cost of the bond premium shall be added to the cost of the Product.
- 5. In relation to section 12. Audits, audits are restricted to pricing and invoicing to verify our compliance with the contract.
- 6. In order to avoid any confusion concerning the point that the Agreement governs the sale in section 6F, and any Purchase Order terms do not apply per section 10B, we would like to clarify that all actions at law would take place in Todd County or Fergus Falls, MN.
- 7. Regarding section 20 A.5, our products and services do not fall within this category.
- 8. Regarding section 20 B, we do not provide copies of our insurance policies, but do provide the required Certificate of Insurance to demonstrate our proof of insurance.

cuSign	Envelope ID: 5E3E625A-BC0B-40FE-963B-4136B	CF18278	
9	What are your company's expectations in the event of an award?	As a company, we strive to live out the values we espouse of respecting people, maintaining th our product offerings and processes to provide the most extensive and complete portfolio of fir	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see Appendix B of this Proposal for a complete 2018 Dover Annual Report. Heil is an operating company within the Dover Company structure. https://investors.dovercorporation.com/annual-reports	*
11	What is your US market share for the solutions that you are proposing?	Although Heil is the leader in the US, we do not publish market share numbers.	*
12	What is your Canadian market share, if any?	Heil does not publish market shares.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. We've never been subject of a bankruptcy action.	*
14	How is your organization best described: is it a mayour written authorization to act as a distributor/dea with your sales and service force and with your dea	a. Heil is a manufacturer and our dealer network is independently owned. b. Heil offers a case by case system of sales and marketing in the global market. In general, we employee our Dealer Network to cover cities and counties within all 50 states in the US and 7 Canadian provinces. Secondly, we employ Key Account Representatives where the volume of business warrants. Thirdly, we employ Regional Sales Managers to manage and coordinate the activities. All these individuals are employed by Heil, as follows: 1) Dealer Sales Representatives – Employed by Heil Dealers and they represent Heil from a Contract standpoint when quoting or selling Heil equipment to Sourcewell members. 2) Key Account Representatives – Employed by Heil 3) Regional Sales Managers – Employed by Heil	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	State of Tennessee - Motor Vehicle Manufacturer/Distributor License ID Number 00005771 Hamilton County, Tennessee - Business License License Number 052431 City of Chattanooga, Tennessee - Business Tax License State Tax Account # 501133955 Local Business Tax Account # 30101 The Heil Co. is an ISO-certified manufacturer.	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	None	*

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our product line consists of a series of commercial and residential equipment. They are divided into 9 sub categories: Front Loaders	
		Rear Loaders	
		Side Loaders	
		Multi-Compartment Vehicles	
			*
		CNG Capabilities	
		Organics	
		Parts Central	
		Bayne Thinline Premium Lift Systems	
		Third Eye	

Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Heil holds more than 200 industry patents for solid waste and recycling innovations. We are al organizations: a. of Scrap Recycling Industries (ISRI) c. National Association for Information Destruction (NAID (WASTEC)
		In addition to these industry awards, we have the following recognitions: NWRA – 2014 Hall of fame induction – John Curotto, President, Curotto-Can, (subsidiary) NWRA – 2014 Hall of Fame induction – Bill Wilkerson, VP Sales and Marketing, Marathon (sister company) NJPA Pioneer Award - 2017 – Larry Angel – General Manager Ready Trucks Pat Carroll, Heil President, is a member of the: a. Board of Governors of WASTEC b. Board of Directors of Environmental Research and Educational Foundation (EREF)
19	What percentage of your sales are to the governmental sector in the past three years	22%
20	What percentage of your sales are to the education sector in the past three years	Less than 1% as they generally do not pick up their own garbage.
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Heil does not hold any other cooperative purchasing contracts, we do sell refuse trucks to our Dealer Network who utilize other procurement contracts including HGAC, Florida Sheriff's Association, and the Texas Buy Board.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have a GSA contract

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
City of Portsmouth	Kenny Strickland stricklandk@portsmouthva.gov	757-393-8629	*
City of Franklin VA	Russell Pace rpace@franklinva.com	757-562-8562	*
Dare County	Shanna Fullmer shanna@darenc.com	252-423-0136	*
City of Norfolk	Rob Arnold robert.arnold@norfolk.gov	757-441-5813	
University of Maryland	Bill Guididas wguidida@umd.edu	301-405-3293	

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of New York City	Government	New York - NY	724 Refuse Trucks	724	\$68 million
City of El Paso, TX	Government	Texas - TX	50 Refuse Trucks	50	\$5 million
City of Austin, TX	Government	Texas - TX	49 Refuse Trucks	49	\$5.7 million
City of Columbus, GA	Government	Georgia - GA	40 Refuse Trucks	40	\$2.7 million
Metro Nashville, TN	Government	Tennessee - TN	38 Refuse Trucks	38	\$2.5 million

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	Heil's dealer network consists of 34 dealers located within North America. All dealer locations that support the Heil brand can provide customers with road service, if needed, and all dealers offer onsite service at customer locations. In addition, we have 8 Regional Managers that support the Heil Dealers in their respective territories to help expedite and facilitate solutions to meet the member's needs. Please see Appendix C for a map of our dealer locations and service locations. Heil Region Name Regional Manager NameLocation % Focus on Heil Sales & Services Northeast Jim Blanchard Boston, MA 100% North Atlantic Dennis Fallon Pittsburg, PA 100% Southeast Randy Wells Fort Payne, AL 100% Central Joe Howard Houston, TX 100% Midwest Bob McHugh Chattanooga, TN 100% West Bill Engstrom Hurricane, UT 100% Northwest Mike Tucker Denver, CO 100% Canada Craig Thomas St. Louis, MO 100%

26	Dealer network or other distribution methods.	Heil Dealer List: Heil Dealer Name City State Heil Region Heil of Texas - Irving, TX Irving TX Central
		Heil of Texas - San Antonio, TX San Antonio TX Central Ingram Equipment Company, LLC - Pelham, AL Pelham AL Southeast Ingram Equipment Company, LLC - Theodore, AL Theodore AL Southeast International Trucks of Hawaii -
		Kapolei, O'ahu, HI Kapolei, O'ahu HI West Kois Brothers Equipment Company, Inc Commerce City, CO Commerce City CO Northwest
		Kois Brothers Equipment Company, Inc Billings, MT Billings MT Northwest Kois Brothers Equipment Company, Inc Great Falls, MT Great Falls MT Northwest
		Armor Equipment - Arnold, MO Arnold MO Midwest Balar Equipment Corporation - Phoenix, AZ Phoenix AZ West Bell Equipment
		Company - Lake Orion, MI Lake Orion MI North Atlantic Bell Equipment Company - Gahanna, OH Gahanna OH North Atlantic Bob's Services -
		Anchorage, AK Anchorage AK Northwest Bodyworks Equipment, Inc Monrovia, CA Monrovia CA West MacQueen Equipment, Inc Menomonee Falls, WI
		Menomonee Falls WI Midwest Carolina Environmental Systems, Inc Kernersville, NC Kernersville NC Southeast Carolina Environmental Systems, Inc Greenville,
		SC Greenville SC Southeast Carolina Environmental Systems, Inc Austell, GA Austell GA Southeast Central Indiana Truck Equipment (CITE) - Indianapolis, IN
		Indianapolis IN Midwest Cyncon Equipment Company - Rush, NY Rush NY Northeast
		Heil of Texas - Houston, TX Houston TX Central Stringfellow, Inc - Nashville, TN Nashville TN Midwest
		Stringfellow, Inc - Chattanooga, TN Chattanooga TN Midwest
		Sunbelt Hydraulics and Equipment, Inc Pompano Beach, FL Pompano Beach FL Southeast
		Tampa Crane and Body, Inc Tampa, FL Tampa FL Southeast MacQueen Equipment, Inc Ankeny, IA Ankeny IA Midwest United
		Engines, LLC - Oklahoma City, OK Oklahoma City OK Central Utility Truck Equipment Company (UTEC) - Lake Charles, LA Lake Charles LA
		Central Vasso Waste Systems, Inc Brooklyn, NY Brooklyn NY Northeast Fer-Marc Equipment, Ltd Regina, SK Regina SK Canada Ray Max
		Equipment Sales - Calgary, Alberta, AB Calgary, Alberta AB Canada Saniquip, Inc Riguad QC Canada Vimar Equipment, LTD Burnaby BC
		Canada Binzz Inc Campbellville, ON Brampton ON Canada Legacy Equipment
		Company - Salt Lake City, UT Salt Lake City UT Northwest MacQueen Equipment, Inc St. Paul, MN St. Paul MN Midwest Maine Equipment Company, Inc - Hermon, ME Hermon ME Northeast
		Mid-Atlantic Waste Systems - Easton, MD Easton MD North Atlantic Mid-Atlantic Waste Systems - Salem, VA Salem VA North Atlantic
		Mid-Atlantic Waste Systems - Chesapeake, VA Chesapeake VA North
		Atlantic Mid-Atlantic Waste Systems - New Castle, PA New Castle DE North Atlantic Mid-Atlantic Waste Systems - Clinton, MD Clinton MD North Atlantic Mid-Atlantic Waste Systems - Pittsburgh, PA Cheswick PA North Atlantic
		MacQueen Equipment, Inc Lincoln, NE Lincoln NE Midwest Northern Truck Equipment Corporation - Sioux Falls, SD Sioux Falls SD Midwest Northern
		Truck Equipment Corporation - Fargo, ND Fargo ND Midwest Northern Truck Equipment Corporation - Rapid City, SD Rapid City SD Midwest Preferred
		Truck & Equipment Repairs, Inc Sacramento, CA Sacramento CA West River City Hydraulics, Inc Sherwood, AR
		Sherwood AR Central River City Hydraulics, Inc Baton Rouge, LA Baton Rouge LA Central River City Hydraulics, Inc Memphis, TN
		Memphis TN Central Ruckstell California Sales Company, Inc - Fresno, CA Fresno CA West EJ Equipment - Addison, IL Addison IL Midwest
		Action Fleet Repair - North Las Vegas, NV North Las Vegas NV West Environmental Equipment Sales & Service, LLC Sutton MA
		Northeast Armor Equipment - Olathe, KS Olathe KS Midwest Heil of Texas - El Paso, TX El Paso TX Control El Equipment Mantago III
		Central EJ Equipment - Manteno, IL Manteno IL Midwest Preferred Truck & Equipment Repairs, Inc Livermore, CA Livermore CA West
27	Service force.	Our Heil Dealer Network comprises 60 locations to service customers. In addition to these
		dealer technicians, Heil also has 8 Field Service Technicians that are also available to service members if the need requires it. Support for our customers is a priority and we make it as easy as possible through our dealer locator on the Heil website, easy to access email for Heil
		easy as possible through our dealer locator on the Heil website, easy to access email for Heil Tech Support as well as the Heil Tech Support phone number. Please click the link below to see the ease of access:
		https://www.heil.com/support

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Heil Environmental has dedicated Customer Care and Support for new refuse equipment sales on site as well as through our extensive US dealer network. Heil also offers OEM part sales and support through Heil Parts Central. For new unit sales, Heil's release management process provides firm commitment dates on standard orders within 72 hours. All Heil products are manufactured and inspected throughout the build process building quality into every Heil product from the start. Quality Control reviews every unit before shipment to ensure every product is 100% accurate to the customer's request and order submission. OEM part sales are available through Heil Parts Central's 24-hours a day e-commerce website al Representatives for these products as well. At Heil we pride ourselves on customer satisfaction	*
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	Heil is fully prepared and uniquely capable of servicing ALL Sourcewell Member geographic areas and market segments under this contract in the United States, Canada, and internationally.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There will be no exclusions of Sourcewell Members from our contract related to this RFP. Heil is fully prepared and uniquely capable of servicing ALL Sourcewell Member segments.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	The requirements for shipping a piece of equipment via an ocean-going vessel will vary depending on the port of departure and the port of delivery. In some cases, full or partial payment of equipment may be required prior to loading onto the shipping vessel or exiting port after loaded.	*

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Heil is very aggressive in our marketing of the opportunities provided us by our association with Sourcewell. We have one of the nation's largest dealer networks – and work with them, provide training and guidance regarding how to best take advantage of our Sourcewell contract. In addition, we use our in-house video production team to further enhance both the brand – and the strength of partnering with Sourcewell through both our Sourcewell video testimonial – and through our popular ReadyTruck video series – which plugs Sourcewell during every episode. Both of these channels are popular and viewed by our following. These can also be found on our website – which garners more traffic than any of our competitors [based on Moz and Google Analytics reporting]. In addition, we display our Sourcewell contract proudly on our website, as well as on all of our eBrochures.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Effective SEO is a key component of all of ESG's web properties and Heil, Marathon, and 3rd Eye all have robust social media strategies that highlight wins, customers, and information pertinent to the waste industry. We are leading all of our competitors in our SEO search metrics as can be seen in the attached charts. We have always looked at our SEO strategy as a "discipline" vs. a process – and we feel that our dominance in this area is a testament to that. Combined with this strategy are tools that monitor our website traffic and provide very granular metrics regarding who is on our site, what they are looking for – and how often they visit. This information is then automatically delivered to our sales teams to ensure they track the lead through revenue generation.
34	In your view, what is Sourcewell's role in pr Sourcewell- awarded contract into your sale	Sourcewell is seen has a valuable partner in the implementation and success of this contract. As such, we believe that Sourcewell's role as a joint partner in all marketing collaterals is essential. As part of our partnership, Heil will be responsible for increasing Sourcewell awareness and the inherent benefits of the contract through our various dealer sales meetings, national Heil sales meetings and any trade shows in which we participate. In exchange, we would expect that Sourcewell will promote Heil on the Sourcewell website, in the quarterly Newsletter, in all Sourcewell literature, and at all applicable marketing resources and publications.
35	Are your products or services available throu e- procurement system and how governmen	No. Due to the many options that are offered on both body and chassis and the electronic interactions that have to occur between the two units, we feel it prudent to involve our Dealer Representatives that are trained to know what will work together and what will not. It is too complicated to just select options and hope it will work, and this will help protect the member's procurement teams who may not be as knowledgeable regarding product options and applications by utilizing the trained staff at our dealer locations.

Value-Added Attributes

Line	Question	Response *	
Item	Question	Response	

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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Heil offers a wide array of custom training programs that keeps our sales management and Dealer sales force up to speed on our products. From selling techniques, technical product and operator trainings, to product maintenance schools, every aspect of selling and promoting our vehicles is covered. We have been extremely successful with these programs and will be offering them again to our Sourcewell members to further their education on mobile refuse collection vehicles. They consist of: • In-person training sessions. They are performed in our Fort Payne, Alabama and Vernon, Alabama production facilities. The proximity of the factory makes it easier for the Sourcewell Members to fully comprehend what separates our mobile refuse vehicles from our competitors. • Mobile training trailers that travel throughout the United States. These two unique and first in the industry mobile classrooms bring education directly to our customers. As a customer-oriented company, we believe this type of training eliminates travel time, job downtime, and related costs for course attendees. In fact, they can be set up onsite at a customer or Dealer location and are equipped with the latest technology to deliver customer-specific content in air-conditioned comfort. • Heil Service Shack video trainings available to our Sourcewell members in the form videos posted on our various social media sites. These are available in English, Spanish and French Canadian. Follow the links below for examples: English https://vimeo.com/281281938/636d4ccd22 French Canadian https://vimeo.com/281969922 Spanish https://vimeo.com/274579697
37	Describe any technological advances that your proposed products or services offer.	Safety via cameras and radar with the ability to record all cameras on the truck (when installed with 3rd Eye's Hurricane Gateway) Asset utilization: be able to record and track the hours and location of your assets Equipment behavior: know that status of your garbage truck's hopper, compactor and ancillary equipment in real time On Road / Off Road: know when your assets are on highway and when they are not Integrating lightweight composites into non-critical areas of our refuse collection bodies to produce the lightest weight refuse collection vehicle on the market today with the largest legal payload − 11+ tons. Adding the Heil Overweight Prevention System™ (HOPS™) to our refuse collection vehicles to monitor vehicle weight while on route. HOPS uses axle transducer scales, accurate to within 2%, to determine the vehicle's gross weight. When the unit approaches its maximum allowable weight, the driver receives audible and visual signals inside the cab. When the unit reaches its maximum allowable weight, the system prevents the operator from collecting any more cans. This helps ensure full loads, minimizes exposure to overweight fines, and extends the life of the vehicle. Heil's Automated Front Loader with Odyssey controls and hydraulics launched in mid-2013 redefining automated and bulk refuse collection levels. Pressure compensated piston pump, positions sensing cylinders and control logic drove weight out of the product while significantly reducing complexity, increasing reliability resulting in industry leading uptime and lowest Total Cost of Ownership. No other residential front loader garbage truck features the Half/Pack® smart design, with all of its systems working together to reduce the total cost of operation. It's more efficient, easier to operate, easier to service, and less likely to need service in the first place. The Half/Pack® Freedom™ frontload trash truck weighs only 15,700 pounds, which is 19% lighter than a standard Half/Pack® and 1,350 pounds lighter than the lightweight Half/Pac
		• The Heil® Half/Pack® front-load garbage truck with Odyssey™ hydraulic controls has a single, easy-
		LIGUIEG IOVETICK THAT MAXIMIZAE ARGANOMICE BY FOGUIFING MINIMAL Affort to apporate and increased productivity

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to-use joystick that maximizes ergonomics by requiring minimal effort to operate and increases productivity. It is also equipped with an Insight Display, an in-cab display that provides real-time feedback, as well as optimal operator control.

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38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As a leader in the solid waste and recycling industry, Heil maintains a corporate mission to provide customers with innovative solutions for processing, transporting, and transforming the solid waste stream into sustainable resources that benefit both our customers and our communities. To that end, we strive to incorporate —green practices into our company processes as well as into our products. Here are some examples: We have installed a CNG fueling station at our Fort Payne, Alabama production facility to meet the fueling needs of refuse collection units leaving the plant as well as to support the fueling of privately owned CNG-powered vehicles in the local community. As part of our manufacturing process we install CNG fuel systems on many new customer trucks while meeting the growing demand for gas fueling applications. In Heil production facilities, we: Recycle 100% of the scrap steel used to make our products Use a low VOC electrostatic paint process to paint our lifters, refuse collection bodies, compactors, and balers Actively recycle cardboard, aluminum, plastic, office paper, and wooden pallets Our green products include: Use of hybrid and CNG-fueling systems on our Heil refuse collection bodies Building innovative, lightweight Heil refuse collection units that reduce costs associated with fuel, tires, and brakes Our patented Odyssey™ hydraulic control technology delivers waste industry-leading productivity with the lowest total cost of ownership, helping refuse haulers make more money on the route. This system is designed to help operators finish routes up to 20% faster, deliver measurable fuel savings while reducing wear on the lift assembly, chassis, engine, and transmission. Plus, it greatly reduces noise pollution. As a Dover company, Heil supports Dover Corporation's —Sustainability Policy, a long-term commitment to operational excellence that will reduce greenhouse gas emissions, the use of volatile organic compounds (VOC), metal and cardboard consumption, and landfill utilization ac	*
39	Identify any third-party issued ecolabels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Heil is continually innovating toward solving all sorts of hard problems that enable our customers to be more safe and efficient. One example of this is the way Odyssey controls help to conserve energy through smart hydraulic power management. By providing the right amount of power only when it is needed, energy is conserved. Specifically, utilizing a variable displacement pump combined with a load sensing hydraulic valve and proportional control system, operators get the finesse and power they need while fuel economy improves. Moreover, in our more conventional designs, complete disengagement of the hydraulic pump, via a hot shift pto, eliminates parasitic loss which also improves fuel efficiency. One of the more substantial efficiency improvements with the Odyssey comes from system productivity. The entire system efficiency plays a major role in fuel usage when viewed from the perspective of 'cans-pergallon'. The Odyssey design takes seconds off of packer and auto-lift cycles. Combine this with the inherent ergonomics and maneuverability of the Curotto Can and the unit finishes the route substantially faster than conventional RCVs. Of vital importance is the fact that when the key switch is off, there is 100% fuel savings. The culmination of these highly engineered features results in a product that has the potential to save hours a week in operational costs. All things being equal, if a route is completed in 9 hours verses 10; there is a 10% fuel savings. Energy conservation is of critical importance to all stakeholders in the RCV industry. Heil recognizes this and has responded with a highly engineered product that lives up to the Heil legacy. This has been accomplished through the designs, measurements and analysis reflected here, and is meant to help end users succeed in their social, financial and environmental goals.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As an operating entity of a public company, Heil is not certified as a WMBE or SBE business entity. However, five of our dealers are certified as WMBE business entities: Heil of Texas, River City Hydraulics, Ingram Equipment, UTEC, and Fer-Marc Equipment.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	The ability to be a single source provider for equipment, parts and service under this contract Offer a full range of RCV products - Front Loader, Automated Front Loader, Side Loader and Rear Loader. Localized parts inventories at your Dealer Locations for all models All RCV's offered are manufactured in the US and comply with current ANSI and FMVSS requirements 60 authorized US and Canada Dealer locations capable of providing complete Sales, Parts & Service All Dealers routinely evaluated to ensure they are providing superior quality and service Directly employ 8 technicians who provide factory and field support for all products offered, with access to over 650 engineering and manufacturing personnel Own well over 200 patents All warranty handled direct without pass through to an outside supplier or manufacturer Preventative maintenance programs available Complete service, operator, factory and field training available for authorized Dealers and customers across all product lines Offer on-site alternative fuel system installation On-site alternative fuel filling station On the ground, completed and ready to go factory RCV inventory program with equipment available for immediate delivery Rental program to fulfill equipment needs prior to completing a Sourcewell transaction Factory and Dealer demos available for on route demonstrations Utilize multiple software tools to collect data and analyze route information to offer best-product	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Heil is uniquely capable and fully prepared to service Sourcewell Members in Canada and around the globe. We have 5 dealers in the Canadian Provinces with many representatives who are bilingual where applicable, as well as a widespread network of representation around the world in various countries, all of whom are managed by Heil Export Sales Team. Heil is also the preferred supplier of refuse collection bodies to many the largest waste management companies that currently serve the Canadian market as well as Canada's largest rental fleet.	*

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	The initial 1-year standard warranty coverage includes parts and labor for 12 months or 2000 hours. In addition to the 1-year standard warranty, there are also various extended warranty packages that may be purchased depending on the needs of the individual member.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Heil® Certified OEM Parts are the most reliable replacement parts for Heil® refuse trucks. These parts are made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means they fit perfectly every time. Heil® uses only the highest-quality materials for parts that last, therefore, OEM parts must be used to continue warranty coverage. Heil does not assume any liability for warranty considerations due to any improper use, operation beyond rated equipment/component capacity, substitution of parts that are not Heil-approved, or any alteration or repair by others in such a manner that affects the product operation or integrity.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Although we do not cover the expense of travel time and mileage for warranty repairs, the Heil Warranty Request Order Form (referred to as the WRO Form) is used to request approval for policy adjustment of warranty coverage requesting unusual or non-standard repair(s) and exceptions such as these may be considered.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Heil is fully prepared and uniquely capable of servicing ALL Sourcewell member geographic areas and market segments under this contract in the United States and Canada. The first level of service would be through the Authorized Heil Dealer network, and if required, the Field Service team within our Heil Technical Support Group.	*
47	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?	Yes. Heil pays warrantable claims and then we work internally with our suppliers toward recovery where applicable.	*
48	What are your proposed exchange and return programs and policies?	OEM parts purchased from the Heil Dealer through Parts Central can sometimes be considered for return or exchange depending on certain criteria, such as being a current production part, and are evaluated on a case by case basis. Cylinders, when applicable, ship back to cylinder OEM for evaluation. Non-cylinder claims may require return to Heil and is determined through the warranty and repair process.	*
49	Describe any service contract options for the items included in your proposal.	Each dealer in our extensive network establishes the pricing for and manages service contracts on a localized basis for our customers based on their individual needs.	*

Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)? Heil's payment terms are Net 30.	
options that schools and governmental entities may need to use in order to make certain acquisitions? Solutions to offer value-cover 35 years of proven v finance solutions to custo and fully support all Heil Lexempt equipment finance. Purchase options for Stapublic colleges and unive In addition to this, Heil ha		Yes. Since March of 2017, Heil has been partnered with DLL Financial Solutions to offer value-added retail financing and leasing programs. With over 35 years of proven vendor finance experience, DLL provides flexible finance solutions to customers around the globe. They are a reliable name and fully support all Heil US and Canadian dealers. DLL does offer flexible tax-exempt equipment financing solutions as well as Tax-exempt Municipal Lease Purchase options for State and local governments, public school districts and public colleges and universities. In addition to this, Heil has a good working relationship with the team at National Cooperative Leasing and are very willing to work with them also.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	All orders for Heil products will be handled by each Member's local Heil Dealer, except for those sales territories where products are sold direct via our internal sales team. For those orders, the Member will work directly with the Heil Regional Manager for the territory who will handle the entire order process. From time to time the situation may arise where we can authorize another entity working in conjunction with our Heil dealer to offer the member a proposal using our contract. An example of this might be where a license is needed to sell a chassis in a certain location, but our Heil dealer is selling a turn key solution to the Sourcewell member. In this example, the purchase order might be issued to an entity not listed as a Heil dealer, but the Heil dealer is initiating the proposal to the Sourcewell member and providing the member with a simple, single purchase order solution. The Heil website (www.heil.com) can be accessed 24 hours per day, seven days per week. The site offers an interactive listing of authorized Heil dealers Members can use to find their local Sourcewell dealer/representative, who they will call directly to answer questions or to place an order. The Heil representative responsible for the territory of a Sourcewell member will work directly with them to identify the member's equipment needs. Once all equipment requirements have been determined, the representative will accept a PO directly from the Sourcewell member, complete all necessary paperwork, and place the member's order with Heil.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	With all orders for Heil products being handled by the local Heil Dealer, payments are made directly to the respective dealer. Due to expense associated with fees related to a capital expense of this size, P-Card payments are not feasible. We believe this better serves the Sourcewell members in keeping costs lower.

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product- cat materials (if applicable) in the document upload section of your resp	Heil maintains individual MSRP Price Lists for each of our equipment product offerings and would use a "Percentage Discount from Catalog" model for pricing our products under this contract. For the 12,000 plus available parts offered, the pricing is also a "Percentage Discount" model. We have included copies of our MSRP equipment (See Appendix D) and parts pricing (See Appendix E for Heil Parts Pricing, Appendix F for Bayne Parts Pricing and Appendix G for Curotto Can Parts Pricing). Within the MSRP Price Guide, the Sourcewell member will find each product offered at various body sizes along with multiple options available to the member to meet their specific requirement. Due to the many options that are offered on both body and chassis and the electronic interactions that occur between the two units, we feel it prudent to involve our Dealer Representatives that are trained to know what will work together and what will not. Once the member has met with and defined a body and chassis specification that they desire, the Heil Dealer will provide them a quote that would contain the itemized list of the body with options and a total price. If the member wanted to verify that the quote was compliant to the contract, they would be able to compare the two documents to ensure they are not paying more than the 4% off MSRP.

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55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	If awarded a contract, we would offer Sourcewell Members a discount of 4% off MSRP for all products and services which would represent the ceiling price a member would pay to a Heil Dealer although the exception to this would be the chassis. See Appendix A for Chassis Specs and Pricing. Note, this discount does not apply to equipment rentals through those various entities. The rental pricing submitted has already taken this discount.
56	Describe any quantity or volume discounts or rebate programs that you offer.	Although Heil does not offer volume rebate programs, since our pricing is a ceiling-based approach for the Sourcewell member, a specific opportunity consisting of a high volume of units would certainly be reviewed.
57	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.	In general, we do not source goods outside of our published price guides, so we are able to use the benefit of the Heil Dealer network to handle these nonstandard options that are requested by the members. The Sourcewell member will specify what product or service that is not included in our published price guides and we then review those items to ensure they have provided a line item quote to the member for each request. Similarly, the situation may arise where the member has a chassis specification that our turnkey solutions do not completely satisfy. In these situations, we will request a copy of the chassis specification desired and compare it to our standard specifications. We would consider these differences to be nonstandard options and would make sure that the difference in price would not exceed 10% of the total value of a turnkey package solution. Also, these non-standard options could include fuel delivery systems. For example, the installation of a LNG (Liquid Natural Gas) engine could be quoted by the Heil dealer, and as a non-standard option, the pricing should not exceed the 10% of the turnkey package threshold per option. It is feasible that a combination of expensive options such as a LNG fuel system and body scales could exceed the 10% sourced good threshold combined, but not individually.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Total Cost of Acquisition costs are included in the pricing we have submitted with this Proposal. Freight or shipping charges would be identified by line item as such on the quotation to the member from the associated Heil dealer as well as any member requested additions.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Due to varying customer locations and shipping preferences, freight is an additional cost not included in the price guide submitted in Appendix D. Freight/delivery is included in the final pricing for every Sourcewell order. The current cost for Heil arranged shipping to the local Heil dealer, including Canada, is detailed in the "Heil Drive Away Price List" attachment submitted in Appendix H. For destinations not falling within the continental United States, the units will be delivered to the port of exit via a Heil or customer arranged delivery service and shipped via barge or ocean-going vessel to the destination.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipments to Member Agencies in Alaska and Hawaii would be handled by the local Heil Dealer who is well-versed in economically coordinating these types of shipments. Shipping requirements vary by type of product, product dimensions, and weight. For example, a refuse collection vehicle can be driven to the port of export, then shipped via container to its port of destination, and then driven to the local dealer who would perform the necessary inspections and facilitate delivery to the customer. For all product orders shipping to Alaska or Hawaii, all costs for shipping would be calculated and quoted to the customer at time of order. Shipments to our Canadian Heil Dealers are included in the Heil Drive Away Price list in Appendix H. Returns are treated the same for Hawaii and Alaska as for the other 48 states.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Heil's Network comprising 34, well trained, entrepreneurial Dealers at 60 locations around the U.S. and Canada, set Heil apart in size, personnel, experience and customer focus. This network coupled with Heil's product innovation pipeline and factory support makes the Heil brand, sales and customer service channels unique to the refuse collection vehicle market.

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Option C best describes the pricing that is offered in our proposal. Heil does not hold any other cooperative purchasing contracts, nor do we have a GSA account. Our product offerings are sold through our Heil Dealer network to the individual Sourcewell members. This proposal sets a ceiling price and therefore allows the dealer to work individually with the member to get them the best price possible.

Audit and Administrative Fee

Line Item	Question	Response *	
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell 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 Sourcewell.	Heil's self-audit process for all Sourcewell transactions will begin as soon as an order is submitted. Orders will be reviewed immediately by multiple departments to ensure all necessary documents are submitted, and complete. Prior to submitting quarterly fees to Sourcewell, the final invoice to each Sourcewell member will be reviewed to make certain the Sourcewell fee amount is in alignment with the final invoice to the Sourcewell member. In addition to Heil's Customer Care team retaining all documents submitted with the original order, Heil will retain a copy of the final customer invoice, other applicable documents and reports.	k
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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 the RFP and template Contract for additional details.)	Heil proposes an administrative fee payable to Sourcewell of 1% of the purchase price on all products, including chassis.	- W

Industry Specific Questions

Line Item	Question	Response *		
with the contract.		The internal metrics that we currently utilize to measure success are related to total units sold on the contract versus a goal. We set our goal each year based on our company annual operating plan, then we measure throughout the year to be sure we are staying on target or looking for ways to address areas where we are exceeding or missing our goal. We also track the number of units sold off the contract that are turnkey solutions versus non-turnkey solutions.		
66	If your proposal does not include the chassis as a turnkey solution, propose, in detail, the process you or your dealer will follow to assist the Sourcewell member to acquire the chassis.	Heil does offer a full turnkey solution, but as noted in Question 57 regarding "sourced" products, the situation may arise where the member has a chassis specification that our turnkey solutions do not completely satisfy. In these situations, we will request a copy of the chassis specification desired and compare it to our standard specifications. We would consider these differences to be nonstandard options and would make sure that the difference in price would not exceed 10% of the total value of a turnkey package solution. Similarly, chassis OEMs generally make model changes in the middle of the year and some customers prefer the newer models. We would follow the same process of comparing the chassis specifications for the current year model versus the newest model and ensure that the difference in price would not exceed 10% of the total value of a turnkey package solution.	*	

DocuSign Envelope ID: 5E3E625A-BC0B-40FE-963B-4136BCF1B278 For many years, the Heil company has been an active participant in the development and Explain key designs or processes your company takes to provide and promote safe maintenance of the ANSI Z245.1 - Mobile Equipment safety standard which governs our operation of your equipment. industry. The chairman of this committee is a Heil Director of Engineering, and ESG is a voting corporate member of the main ANSI council with many representatives across multiple ANSI standard subcommittees. All Heil designs are compliant with ANSI 245.1, and each design change is evaluated against this standard by way of our disciplined and documented engineering change process. However, ANSI is not the only standard with which Heil ensures compliance. The company is diligent to comply with all relevant standards that cover our products. This includes: FMVSS, SAE, ISO, and NFPA52 just to name a few. Safety is our first priority and is daily topic in our daily work and conversations, followed by quality and on-time delivery. Heil also has a long-standing and extensive training program to help our customers and their end-user customers understand the required safety and maintenance practices. This is supported by way of factory training, on-site training, and on-line video resources. Heil adheres to a high standard of business ethics and is a socially responsible company committed to the safe design, manufacture, operation and service of its innovative products.

68 Explain how your equipment in this category reduces down-time for the purchasing entity.

Front Loaders

- Streetwise Hydraulics, the Heil® exclusive "clean front head," relocates the hydraulic body valve from the front head to under the side of the refuse body. This design reduces the influence of exhaust heat on the hydraulic components, as well as improving access to the valve bodies. This improves safety and reliability while reducing downtime.
- The Cortex controller with Insight Display the brain or our system is a rugged mobile controller that delivers intelligence and precision. Utilizing a mobile controller and placing it in a protected location gives us the intelligence we need and the durability our customers demand.
- The Heil® Half/Pack®front-load garbage truck with Odyssey™ hydraulic controls has interlocking cross-members and long-members that form a rock solid foundation for the body, delivering unmatched durability and longevity. This allows for more uptime, longer equipment life, and a higher resale value. A load-sensing piston pump controls hydraulic flow, intelligently delivering proper oil amounts as required. This increases efficiency, reduces fuel consumption, decreases hydraulic system temperatures, and contributes to low Total Cost of Ownership.
- Equipped with an Insight Display, an in-cab display that provides real-time feedback, as well as optimal operator control. The operator can look to one place for all of the information needed on the body of the truck. Also, the Insight display offers maintenance personnel advanced troubleshooting features. This not only makes the operator more efficient but also reduces downtime and maintenance.
- Heil® continues to set the standard for front loader refuse trucks with the evolution of innovative new features that enhance functionality. Our patented Shur-Lock™ tailgate locks, doublewalled and lapped hopper sides, and an industry-leading interlaced ladder subfloor foundation mean that your Half/Pack® front loader is built for a long, reliable lifespan.
- Zinc Plated tubes The use of zinc plated tubes eliminates corrosion, therefore reducing hydraulic leaks and prevents the need to replace components over the life of the truck. This reduces maintenance and downtime costs.
- Hydraulic Tube Covers Protects the tubes and hoses on the arms from damage
- Illuminated Push Button Controls Fully sealed and potted, easy to read and understand push button controls for body and lighting functions reduce down time by increasing reliability

- The patented dual-track packing system is the heart of the PowerTrak® design. Other rear load garbage trucks move shoes or rollers along a single track during sweep and pack cycles. This requires the top cylinder to operate at a sharp angle of resistance, causing intense friction that robs power and speed and increases wear on shoes and tracks. The PowerTrak® Commercials' revolutionary dual-track system gives the top cylinder its own track, significantly reducing the angle of resistance. This reduces friction and increases cycle times because more pressure is exerted directly onto the load, giving you incredibly long life from the aluminum/bronze alloy slide shoes.
- The DuraPack® 5000 features the Heil® DP body, the only fully welded, interlaced subframe in a refuse collection truck. With formed channels for extra strength, high tensile strength steel to maximize performance at a minimum weight, and full welding for superior resistance to corrosion and cracking, the DuraPack® 5000 is a sturdy rear loader with the stamina to absorb years of tough refuse hauling. In addition, the Cortex controllers with Insight Display - has been integrated into the electric system to reduce downtime. By utilizing this mobile controller and placing it in protected locations, the unit becomes more reliable and with more consistent interfaces with chassis electrical systems becomes easier to diagnose and keep on route.

Side Loaders

- The Python® side load arm features cushioned cylinders for action that's smooth, saving wear and tear on the lift arm and the chassis.
- The Heil® Operate-in-Gear-at-Idle System comes standard on the DuraPack® Python®. It is designed to reduce wear on the lift assembly, chassis, engine, and transmission.

- The DuraPack® Rapid Rail® automated sideloader also features Cortex with Insight Display. The "brain" of our system is a rugged mobile controller that provides the intelligence and precise control of our unit demands. Utilizing a mobile controller and placing it in a protected location gives us the intelligence we need and the durability our customers require. This allows for less downtime and ease of service.
- The Heil® Liberty™ Automated Sideloader integrates our time-tested Continuous Pack body with the patented technology of the Python arm. The Continuous Pack body has been a customer favorite for more than 35 years. Our patented paddle packer design continuously sweeps the hopper, so there's no need to stop and pack the load. And, because there's no packer panel to slide into the body, the need for shoes, guide tracks, guide rails, and internal body parts is eliminated

Multi-Compartment Vehicles

• The DuraPack 4060 split-body rear loader utilizes a 40/60 two-compartment split body. Also, the DuraPack® 4060 features independent hydraulic systems enabling the pressure to be adjusted for each compartment based on the type of waste being collected

CNG Capabilities

• CNrG™ offers a lower profile, enabling CNG-equipped front load and side load garbage trucks to make height-sensitive routes previously closed to them. And its smart design makes it road-ready from day one and reduces the need for maintenance and the associated costs. The fully integrated CNrG™ lifts as a regular tailgate and simplifies maintenance and fueling infrastructure. The CNrG™ tailgate structure received rigorous stress analysis and testing, simulating 15 years of operation.

Organics

- The PT 1000® can be equipped with optional features which include: an extended hopper sill, a hopper drain with shut-off valve, extended tailgate seal, body access door seal, an extended body front head plate, and sumps. The one-piece body sidewall is easier to wash and maintain, resists rust and corrosion, and is competitively priced for adding organics collection to your fleet.
- RAPIDRAIL®. Heil is now adding an Automated Organics Collection Side Load garbage truck to our unit portfolio. Rapid Rail has been specifically designed to meet the needs of organic waste collection. The Rapid Rail is equipped to be the optimal Automated Side Loader to collect organics in both the Residential and Commercial Market. The liquid-tight tailgate seal, floor mounted sealed bearing packer design, and now with optional reduced packer sweep functionality of the packer paddle make the Rapid Rail the high lift capacity, low compaction automated solution for organics collection. Available only in a dumping model to ensure optimal payload removal of the "solid organics" with an optional 3" hopper drain valve that will allow for liquid removal at specified locations.
- Heil® Certified OEM Parts are the most reliable replacement parts for Heil® refuse trucks. These parts are made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means they fit perfectly every time. Heil® uses only the highest-quality materials for parts that last. Parts Central also offers the most requested aftermarket parts for Heil and other makes of garbage truck bodies. Our aftermarket parts are designed and manufactured to strict standards and are backed by more than 100 years of industry experience. High-volume parts that are frequently requested are available for immediate, same-day delivery through your local Authorized Heil® Dealer. Orders for in-stock parts placed with Parts Central before 5 p.m. ET will be shipped overnight.

Bayne Thinline Premium Lift Systems

• Bayne's actuated lifters for mobile refuse applications feature the patented Thinline® rack and pinion rotary actuator for superior lifting capacity and outstanding reliability. These lifters, also known as cart tippers, are specifically designed to improve the efficiency of your refuse collection operation and minimize your fleet downtime.

Third Eye

 3rd Eye has developed the industry leading back up truck camera systems designed to withstand shock and vibrations up to 10G, repel water intrusion, salt and handle extreme temperatures.

Dealer Network Advantage

Our Heil Dealer Network comprises 60 locations to service customers. In addition to these
dealer technicians, Heil also has 8 Field Service Technicians that are also available to service
members if the need requires it. Support for our customers is a priority and were the service.

	·	easy as possible through our dealer locator on the Heil website, easy to access email for Heil Tech Support as well as the Heil Tech Support phone number. By utilizing the local Heil dealer network, we are able to have technicians in the vicinity to the member arrive on site quicker and further reduce the downtime. In the event that the asset must be brought into the dealership, the various locations throughout the country reduce the amount of miles that are needed to be towed to an authorized Heil dealer.
69	Describe how the equipment you propose simplifies the operation for end-users.	One example is our patented Odyssey™ hydraulic control technology delivers waste industry- lea the links below of some of our customers explaining how our products simplify their operations: Environmental: viewable at https://vimeo.com/318776652
		E.L Harvey: viewable at https://vimeo.com/292412920
		JJ's Waste and Recycling: viewable at https://vimeo.com/315331275
		Another example is our DuraPack® Python® automated side loader. The DuraPack® Python® automated side load garbage truck combines two proven products in one high-performance package — the DuraPack® refuse body, which is famous for its toughness and productivity, and the patented Python® automated arm, which is faster, smoother, and longer lasting than any other. The DuraPack® Python® arm has an 8-second lift cycle. That can save you up to 4 seconds per stop – and up to 1 hour per day – delivering a fiscal savings of more than \$15,000 per trash truck every year! You don't have to wait for the hopper to catch up with a load, either, because the Python® follower panel enables continuous dumping. Twin packing cylinders deliver outstanding payloads, so you can collect more homes with fewer trips to the disposal
		site. The Python® side load arm features cushioned cylinders for action that's smooth, saving wear and tear on the lift arm and the chassis. The Python® unique lift geometry also prevents spillage and enables the arm to return refuse carts with the lids closed every time. The Heil® Operate-in-Gear-at-Idle System comes standard on the DuraPack® Python®. It is designed to reduce wear on the lift assembly, chassis, engine, and transmission. Concerning our rearloading trucks, with over 20,000 built and nearly 30 years of reliability, the Heil® DuraPack® 5000 high-compaction rear load garbage truck has become the mainstay of refuse collection fleets. From small independent haulers to the world's largest municipal fleet, you simply can't find a better rear load body. Engineered to last. The DuraPack® 5000 features the Heil® DP body, the only fully welded, interlaced subframe in a refuse collection truck. With formed channels for extra strength, high tensile strength steel to maximize performance at a minimum weight, and full welding for superior resistance to corrosion and cracking, the DuraPack® 5000 is a sturdy rear loader with the stamina to absorb years of tough refuse hauling. Now with the inclusion of the cortex controllers and insight display with integrated controls, the operator has more control and information at their fingertips. Heil's new Semi-Autonomous optional control package allows for single button operation that will reduces operator inputs by 82% when dumping FEL containers. It also greatly reduces driver training time in some cases by 35% while increasing on route productivity of most drivers by up to 30%.
70	Provide examples from your product offering that are unique in the industry.	 The PowerTrak® Commercial PLUS high-compaction tag axle rear loader enables you to maximize productivity by carrying the largest legal refuse loads — up to 1,200 pounds per cubic yard! The Heil® patented design mounts the tag axle to the chassis frame rail, making it more structurally sound than refuse collection trucks with the tag axle integrated into the tailgate. The MultiPack® is ideal for waste routes with "unlimited-at-the-curb" contracts. It's also the perfect unit for those ugly "surprises" that unexpectedly end up next to a customer's trash cart on collection day. Plus, while other garbage truck body manufacturers may offer multi-function trucks, only the Heil® MultiPack® is "totally functional" in both modes of operation because it can pick up a completely manual or automated route. 3rd Eye Enhance Vehicle Behavioral Analytics (VBA™) encompasses the entire suite of camera, monitor, video, data, radar, and ELD solutions. This comprehensive package is offered ala carte to allow fleet owners to choose the systems that make sense for their current application with the built in upgrade path if and when it's needed. 3rd Eye puts fleet owners in the driver's seat with proven applications that help them to make better decisions to deliver the lowest total cost of ownership. 3rd Eye provides engineered body-system-sensor systems that provide real-time status and feedback for both chassis and body-related functions. Fleet owners know critical operational metrics, such as fuel consumption, operational temperatures and pressures – as well as when hydraulics are being utilized and the position of hydraulically operated body systems. This allows fleet owners to know when fuel is being used to move the vehicle vs. when the vehicle is using fuel to perform a body function [like compacting a load of garbage or lifting a man bucket]. Geo sensors allow fleet owners have the ability to request tax rebates for the Heavy Highway Use Tax, for fuel used during non-use fuel consumption

71	If an hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	While Heil is not a chassis manufacturer, we have proven that we have product offerings that can be utilized on fully electric chassis. This year (2019), Mack Trucks unveiled its Mack® LR battery electric vehicle (BEV) at Waste Expo with a Heil DURAPACK® 5000 Rear Loader. Please click the link below for more information: https://www.macktrucks.com/mack-news/2019/mack-trucks-unveils-fully-electric-mack-lrrefuse-demonstration-model/
72	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	The Heil Co. ("Heil") was founded in 1901 and has been an industry leader and design innovator for decades in the solid waste industry. Heil product designs comply with all safety standards and regulations applicable to our industry, and we actively innovated to improve the protection of our entire value chain, from suppliers to our customers, their customers, and the atlarge population that is proximate to our machines every single day. Heil has the widest product line in the industry, including front loaders, side loaders, and rear loaders with a variety of sizes and configurations to match a multitude of on-the-street collection applications. As just one example, the Heil Odyssey Automated Front Loader allows operators to keep their eyes facing forward because the work is in front of them — in the same direction the truck is moving. This design includes features like smooth coordinated lift cycles, multiple patents like the gravity latch used to ensure the arm lift arm is secure during a dump cycle, and a combination of safety interlocks that prevent unsafe movement. Furthermore, Heil is leading the way into the future of automation by enhancing designs with smart sensors and features which relieve some of the in-cab motion stress that operators feel on a daily basis. It may be as simple as an ergonomic arm rest and multi-function joystick, or as complex as motion control design iterations that result in the lowest cab shake possible. Through a rigorous Voice of Customer program, Heil makes active outreach efforts to listens to its customers and innovates to continuously improve the safety and ergonomics of our equipment. The 3rd Eye family of Integrated Collision Avoidance Radar Systems offer cutting-edge solutions to protect both your drivers, your assets, and those in close proximity to your
		vehicle. 3rd Eye Vehicle Radar Systems assist drivers by notifying them of other vehicles as well as obstacles they may not see. Vehicles operating 3rd Eye radar systems routinely report fewer accidents and near misses and, combined with 3rd Eye camera systems – provide an added level of safety and protection that adds peace of mind – as well as providing documentary evidence to protect companies from false claims of property damage or injury. 3rd Eye collision avoidance radar systems utilize your existing 3rd Eye Mobile camera cables for easy installation.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Financial Strength and Stability Appendix B 2018 Dover Annual Report.pdf Thursday September 05, 2019 10:23:51
 - Marketing Plan/Samples Appendix Marketing samples.zip Friday September 06, 2019 14:21:37
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - Pricing Appendix Price lists.zip Monday September 09, 2019 10:55:49
 - Additional Document Chassis Specifications.zip Friday September 06, 2019 14:24:44

The City of Morristown

Finance Department

THE CITY OF * 3385 AND THE CITY OF * 3385 AND

Date:

September 20, 2022

Agenda Item:

Acknowledge receipt of proposals for a Mobile Stage, accept the proposal from Stageline Mobile Stage Inc. as the best and lowest bid, and authorize the City Administrator to enter a contract authorizing the purchase as proposed in the amount of \$167,955.

Prepared By:

Andrew Ellard

Subject:

Mobile Stage

Background:

Earlier this year, City Council established priorities for the expenditure of ARPA funding on a variety of projects, some of which focused on the capacity and quality of events in downtown and in City parks. Among those priorities was the purchase of a mobile stage that could be used in city events and city-sponsored events.

Findings/Current Activity:

This opportunity was published twice in the Citizen Tribune, on the city's website, and also on Vendor Registry. Based on the content of the submitted proposals, Stageline is determined to be the preferred vendor.

Financial Impact:

The cost proposed, including the options as proposed, is \$22,500 less than was anticipated in the ARPA spending plan for this particular purchase.

Action options/Recommendations:

Acknowledge proposals, accept the proposal of Stageline Mobile Stages, Inc. and authorize a purchase for the same.

Attachment:

Bid tabulation, Stageline Proposal

City of Morristown Office of Finance and Purchasing

Mobile Stage RFP Tuesday, August 2, 2022 2:00 PM

Criteria	Century Industries FR 4100	Century Industries FR 4500	Progressive Products / APEX	Stageline SL100	Technology International
Statement of Qualifications (Point Value:	1100	1500	111 221		1110011140101141
10 Points)	4.75	4.75	4.25	8.5	0.5
Availability (Point Value: 10 Points)	7.5	7.5	7.25	8.5	$\frac{7.25}{}$
References (Point Value: 10 Points)	1	1	1	10	0.25
Product Specifics (Point Value: 40 Points)	30.5	33	34.5	40	1.5
Compensation: (Point Value: 30 Points)	26.25	26.25	17	23.75	20
Total Points: (100 points maximum)	70	72.5	64	90.75	29.5
Cost as Proposed	\$118,157	\$144,893	\$193,746	\$167,955	\$15,700

Note 1: Century Industries FR 4100 model is a smaller unit than was requested in the RFP.

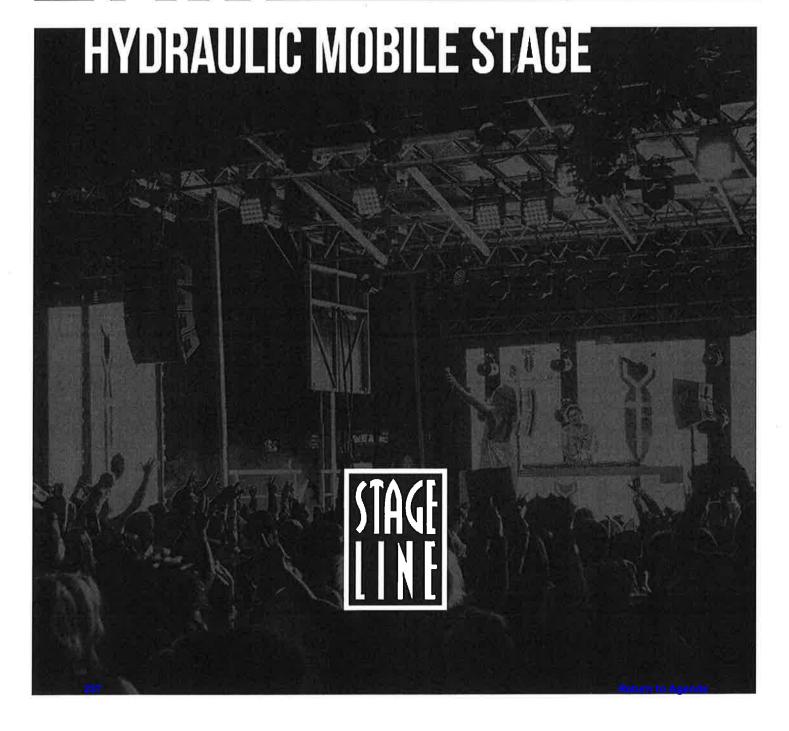
Note 2: In follow up communication, Technology International confirmed that the product they quoted does not meet the specifications of the expected purchase.

City of Morristown, TN

RFP – Mobile Stage -7-2022

DEADLINE: August 2nd, 2022

SL100





CONTENTS

CITY OF MORRISTOWN, TN

PROPOSAL FOR 20' X 24' MOBILE STAGE

STAGELINE SL 100

- Resolution of the Board of Directors
- Bid Proposal Form, page 1
- Compensation (Price), page 9
- Price list
- Photos
- Signed RFP Document pages 2 to 8 and pages 10 to 14
- References
- Brochure front image full copy submitted separately
- SUBMISSION REQUIREMENTS 11 documents (warranty, insurance, wind charts, etc)
- Safety Declaration
- Company Profile
- Training Program
- Eco-conscious Company

ANNEXED DOCUMENTS

- Brochure
- Technical Drawings standard and bandshell configurations
- Stageline Sales Agreement specimen
- W8Ben unabridged



RESOLUTION OF THE BOARD OF DIRECTORS

STAGELINE MOBILE STAGE

BE IT RESOLVED:

That Raymond Bélanger is authorized to sign for and on behalf of the Corporation: all documents, including any amendments he considers to be necessary, within the proposal for City of Morristown. The Corporation hereby ratifies the signature of its representative and approves all aforementioned amendments.

INSERTION IN THE BOOK:

IT IS RESOLVED to insert a signed copy of the present resolution in the book of the company, in accordance with the provisions of the Canada Business Corporations Act.

VALIDITY:

The written resolution above, being signed by the Operations Director has the same value as if it had been passed at a meeting of the Directors, pursuant to the Canada Business Corporations Act.

Signed at L'Assomption on July 20, 2022

Pierre-Luc Rompré Operations Director

CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL - MOBILE STAGE

REQUEST FOR PROPOSAL

Office of Finance 100 West First North Street Morristown, TN 37814

INTRODUCTION

The City of Morristown is requesting proposals from qualified vendors for the purchase of a Mobile Stage Unit for outdoor events such as concerts and festivals, including component and accessory parts, and the training for its use and maintenance. The proposed scope of services is discussed herein.

Proposer shall return proposals in SEALED envelope to:

City of Morristown Attn: Purchasing Office 100 West First North Street Morristown, TN 37814

Public opening of sealed proposals will be held at the above address at the deadline date and time listed below.

DATE ISSUED:	Friday, July 15, 2022
RFP TITLE:	Mobile Stage
RFP DEADLINE DATE & TIME:	Tuesday, August 2, 2022, at 2:00 PM Eastern Standard Time (local prevailing time)
RFP OPENING LOCATION:	City of Morristown; Training Room, First Floor
CONTACT NAME:	Andrew Ellard, Assistant City Administrator
CONTACT PHONE:	423-585-4614
CONTACT EMAIL:	purchasing@mymorristown.com
DEADLINE FOR QUESTIONS:	The deadline to submit questions in writing is 5:00 PM Eastern Time on Monday, July 25, 2022. Questions to be submitted via email to purchasing@mymorristown.com. Answers will be published by Tuesday, July 26, 2022, by 5:00 PM.
	6 Sens

Signature of Authorize	d Representativ	e:	4/	Sorman	_
Name of Company:	STAGELINE	MOBILE	STAGE	INC.	



CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL - MOBILE STAGE

COMPENSATION Mobile Stage Unit

Proposer should include a specific base price for any model(s) proposed. Proposer may choose to include certain options (at its own discretion) as a part of the base price or may choose to provide line-item pricing for options. If line-item pricing for options is provided, proposer shall make clear which options are necessary to ensure that the proposal satisfies the specifications of the city and which options are otherwise "recommended."

otherwise recommended.		-
Model # / Name:	Stageline SL100	
Base Price including delivery and training:	\$ 152 , 290	\$
Options necessary to satisfy specifications		
(that are NOT already incorporated in the		
base price):		time and input
2. walls for side and rear, removable	\$ 5,200	\$
· · · · · · · · · · · · · · · · · · ·	\$	\$
11. skirting for the stage	\$ 1,350	\$
-	\$	\$
12. hardware to support banners and artwork	\$ 3,310	\$
= sides, rooftop, stage level =	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
beyond specifications (that are NOT already incorporated in the base price): per Stageline price list	\$	\$
b3 Reinforced flybay trusses	\$ 2,010	
ns <u>kethrorced frybay trusses</u>	\$	\$
b7 PA Extension bars(set of 2)	\$ 520	\$
	\$	\$
fl Downstage windwall keder rail	\$ 400	\$
	\$	\$
il3 Storage compartment on chassis	\$ included	\$
	\$	\$
i15 Storage Organizer	\$ 2,875	\$
-	\$	\$
***	Ψ	Ψ
Include additional pages if more space is needed.		



REV. 0

City of Morristown, TN

RFP - Mobile Stage - 7 - 2022

Stageline SL100 Mobile Stage

Wind Resistance: Trailer Weight:

24' x 20'

115 mph without windwalls 9,990 lb







Standard Equipment *	\$ 140,000
Options & accessories	\$ 15,665
Services	\$ 12,290
Sub-Total	\$ 167,955

Total \$

All prices are in USD Taxes not included (if applicable)

Payment terms: 30% to confirm, balance prior to departure

Approval

Date: Signature: Name: EIN # (if applicable):

STANDARD EQUIPMENT *

ROOF	STRI	JCTL	JRE	&	RIGGING

4 Built-in trusses / aluminum 2" diameter lube trussing 24 Built-in rigging points - 4 movable rigging brackets included Rigging bar / 14' - spans 2 rigging points from left to right 2 side overhang rigging trusses 6'

Rigging points in front of corner posts

4 Aluminum corner posts

Fiberglass roof molded and wrapped around structure - black roof

Rigging load capacity tested at twice the working load

Total roof load capacity with sound wings: Galvanized steel column - one on each side

Reversible as standard

11,400 lb

Compatible with industry clamps

Capacity: up to 1,500lb Capacity: 30 lb / ft Capacity: 1500 lb per side

Capacity: 1500 lb per side

Added roof stability and safety

System safely hoists rigged loads Downstage will reverse in difficult to access venues

HYDRAULICS

Double mast lifting mechanism (for a fully hydraulic set up of the stage,

roof, sound, lighting and other equipment) High power integrated hydraulic system

4 Hydraulic stabilizers / stage levels from 3' 6" to 4' 3" Vertical support capacity (each): 15,000 lb Lateral support capacity (each): 2,000 lb

Gas engine

Lifting Capacity: 3,800 lb - balanced load

Equipped with safety valves on all cylinders

No tools required

No other power source required

STAGE

Plywood, black finish, non slip / quick levelling legs

Multifunctional extruded aluminum deck edges

Guardrails (stage model) / aluminum Support brackets built-in for Stageline platforms

Aluminum stairway - 7 steps - adjustable - 35" wide - with handrails

4 LED work lights

Spares kit

To install decks, skirts, guardrails & staircases

5 x 5' 9" + 2 x 2' 8"

Full perimeter

2 in the roof, 2 on the chassis

TRAILER

Drawbar with pintle eye

2 Leaf spring axles

4 Tires

Electric brakes on all wheels Emergency breakaway system

Spare wheel / full-size rim / integrated storage

2 Storage bumpers 10 Equipment tie-downs

Storage weight capacity Storage space capacity

STANDARDS & CERTIFICATIONS

Applicable regulations Vertical load: Wind resistance:

Certificate stamped by professional engineers All technical documents supplied 24/7 service support +1(800) 267-8243

Capacity: 14,990 lb

0.40 m (16")

DOT requirement

Protects structure

GVWR:15,000 lb - adaptable to your requirements

23' 10" x 5' 6" x 5' 6" = 720 ft3

IBC, SAE, DOT, NFPA, CBC, NBC & CWB Floor: 7.18 KPa (150 psf) / Roof: 1 KPa (20 psf)

115 mph without windwalls 77 mph with windwalls

Stageline Mobile Stage Inc.

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6-Jul-22	City of Morristown, TN					REV.
Educa	OPTIONS & ACCESSORIES			51.71		
		VINYL/				
Α	WINDWALLS - SKIRTS	SCRIM	Price (USD			5.00
ai	Upstage fire retardant windwall - 44' long x full height (with doors) (keder aluminum track system for easy installation) - black	vinyl	\$ 5,2	00 1	\$	5,20
a2	Backdrop (with doors) - 24' x 15' - black		\$ 2,35			
a3	Downstage windwall extensions - 10' 3" x 15' (with doors) - (Set of 2) - black	. devid	\$ 2,85		•	1.05
a4 a5	Skirting - 40' x 4' 9" - black Skirt extension - 8' 6" - black - (set of 2)	vinyl	\$ 1.38		\$	1,35
	* for options a1 to a5, select material - also available in grey - fabrication delay * if option a3 selected, f1 (keder for windwalls on downstage roof panels) must be selected					
В	SOUND WINGS & RIGGING		Price (USE) Quanti	tv	
bi	Extension platforms (black non-slip) & accessories - 4' x 8' - (sugg'td qly: 4)		\$ 1,30			
b2	Guardrails (platform model) / aluminum - 3' 8" - (sugg'td qty: 8)		\$ 20			
b3	Reinforced flybays with line array and screen rigging points (set of 2)		\$ 2,0		\$	2,01
b4	FOH pipes - capacity: 700 lb - (set of 2)		\$ 2.10			
b5 b6	Movable rigging brackets - (set of 2)		\$ 1	75	_	
b7	Cylinder locks (comer post substitute) PA Extension bars (set of 2)		\$ 55		\$	52
b8	Additional rigging bar / 14' - spans 2 rigging points from left to right		\$ 4		ľ	0.2
С	BANNER SUPPORTS		Price (USD) Quanti	ty	
c1	Rooftop banner support posts - 37' x 4'			35 1	\$	83
c2	Banner framing bars		\$ 5	20 1	\$	52
c3	Lateral banner supports - 6' x 15' 10" - includes pulley rigging points for retractable banner		\$ 9	20 1	\$	92
c4	system 2 Lateral tightening bars / stage level		\$ 1,0	35 1	\$	1,03
D	EXTEND TO 24' x 24'		Price (USE) Quanti	tv	
d1	3 Extension platforms & accessories - 4' x 24' - upstage		\$ 3,4			
d2	8 Guardrails (platform model) / aluminum - 3' 8" - upstage		\$ 1,6	55		
d3	Bracing system for extension platforms - upstage			30		
d4 d5	Windwall to cover increased area - upstage Roof extension - vinyl canopy & hardware - 4' 9" / downstage - (b4 required)		\$ 3,6	20 80		
_					25	
E e1	HYDRAULICS Hydraulia mulak appropriate		Price (USI	O) Quantit	y	
e2	Hydraulic quick connectors Electric motor, 1 hp, 110 V, hydraulic connections and pump for dual power (storage					
	compartment included)		\$ 3,7			
e3	Safety cut off switch		\$ 7	75		
F	ENHANCED REVERSIBILITY OPTIONS		Price (USI			
11	Keder for windwalls on downstage roof panels		\$ 4	00 1	\$	40
f2	Multi-purpose, heavy-duty structural connectors for side overhang rigging beams and lateral banners. FOH pipe sliders included.		\$ 2,4	85		
13	Reinforced 6' flybay trusses (b3) with all hinged and articulated components on upstage roof panel (set of 2) – f2* required		\$ 4,9	45		
	Note: Options f1, f2 and f3 need to be selected for full reversibility					
н	TRAILER HITCH		Price (USI)) Quantit	v	
h1	Gooseneck with kingpin for 5th wheel hookup (instead of drawbar with pintle eye)			15		
h2	Gooseneck with 2 5/16" ball hitch hookup (instead of drawbar with pintle eye)		\$ 2,4	15		
h3	Hydraulic gooseneck option for h1 or h2			10		
h4	Drawbar with pintle hitch (in addition to gooseneck)			60		
h5 h6	Ball hitch (attachment only) Drawbar with 2 5/16" ball coupler (instead of drawbar with pintle eye)		\$ 1,2	165		
ř.	ACCESSORIES		Price (USI) Quantity	,	
ii	Aluminum stairway - 7 steps - adjustable - 35" wide - with handrails		\$ 1,7	The state of the s		
i2	Loading ramp / aluminum - 3' x 12'			340		
i3	Underfloor storage for loading ramp			75		
14	ADA lift - up to 5' - 600 lb max load - portable - access from all sides		\$ 13,5			
i5	Extension platform (black non-slip) & accessories - 4' x 8'			200		
15a	Cutout gooseneck extension platform (black non-slip) & accessories - 4' x 0' Cutout engine extension platform (black non-slip) & accessories - 4' x 8'			20 20		
i6	Extension platform (black non-slip) & accessories - 4 x 8			040		
i7	Guardrail (platform model) / aluminum - 3' 8"			205		
i8	Guardrail (stage model) / aluminum - 2' 8"			85	10)	
iÐ	Guardrail (stage model) / aluminum - 5' 9"		\$ 0	370	7	
110	Guardrail (stage model) / aluminum - 5 x 5' 9" + 2 x 2' 8"			85		
111	Quick shelter, polyester roof and walls - 8' x 8'			340		
112	Quick shelter, polyester roof and walls - 10' x 10'			070	13.101.11	IDED
113	Storage compartment / aluminum checker plate - 14" x 16" x 36" - up to 3		***	005 1	INCLU	וט⊨ט
114 115	Additional spares kit			190 1875 1	\$	2,8
110	Underfloor storage system for options and accessories				φ	۷,8
116	Skids/skis		\$ 7.6	345	- 3	

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Stageline Mobile Stage Inc.

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City of Morristown, TN

REV. 0

OPTIONS & ACCESSORIES

K	TRAILER GRAPHICS	Price (USD) Quantity
k1	Logo only	TBD
k2	Full graphic trailer wrap - (2 x (24' 7" x 7' 2") - 2 x (4' 11" x 7'))	\$ 5,620
	Customized scrim* banners - printed graphics - 4 color process	
k3	Rooftop header banner - 24' x 3' 10"	\$ 970
k4	Rooftop header banner - 37' x 3' 10" - spans lateral banners	\$ 1,390
k5	Lateral banners - 6' 6" x 15' 9" (Set of 2)	\$ 1,045
k6	Rear banner - 23' 4" x 12' 11" - installs full size, with or without backdrop	\$ 2,725
	*available in vinyl - prices vary	
L	MISCELLANEOUS	Price (USD) Quantity
11	* Black fiberglass	\$ 2,010
12	Misc 2	TBD

^{*} Possible production delay

Total for Options & Accessories \$



	SERVICES				فساعه	
	SERVICES	Price	(USD)	Quantity		
m1	Trailer shrink wrap	\$	700			
m2	Transportation to Morristown, TN - includes customs paperwork	\$	5,250	1	\$	5,250
m2a	Transport to Champlain, NY - includes customs paperwork	\$	1,350			
m3	Training course - 3 day comprehensive (subject to options chosen) - maximum 4 technicians	\$	2,890	1	\$	2,890
m4	Trainer expenses - to, in & from training site (n/a when training given at Stageline)	\$	4,150	1	\$	4,150

Total for Services \$ 12,290



*Quote valid for 10 business days
*Prices & specifications subject to change without notice

Stageline SL100 - Sales Quote 2022



Costs related to transportation, training and trainer expenses (travel, accommodation and per diem) not included. EXW: L'Assomption, Quebec, Canada

Tel,: (450) 589-1063, Fax: (450) 589-1711

Stageline Mobile Stage Inc. 700 Marsolais Street, L'Assomption, Quebec, Canada J5W 2G9

www.stageline.com

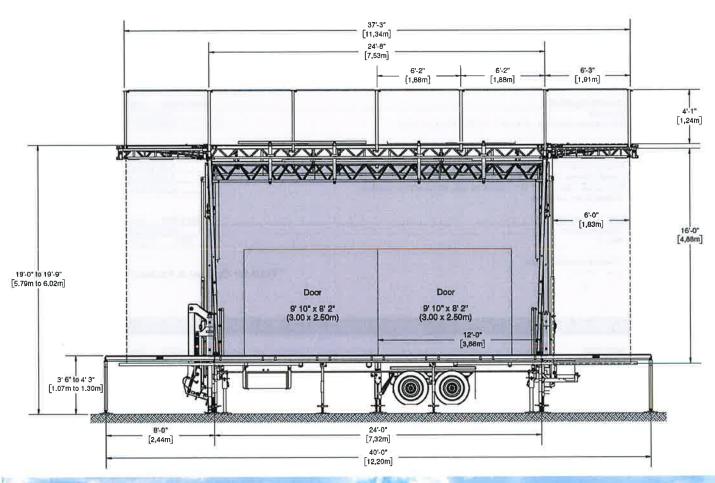
Stageline Mobile Stage Inc.

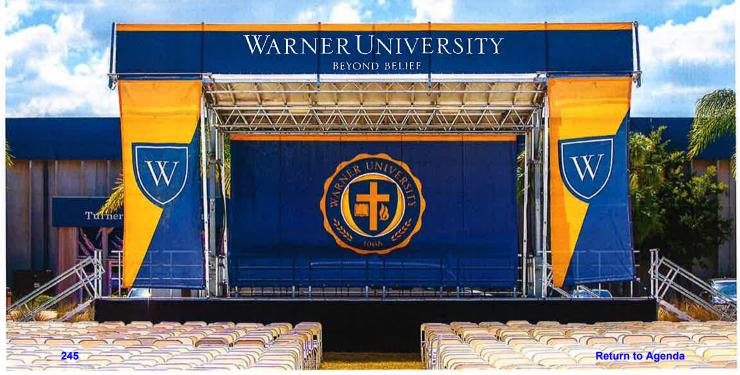
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SL100

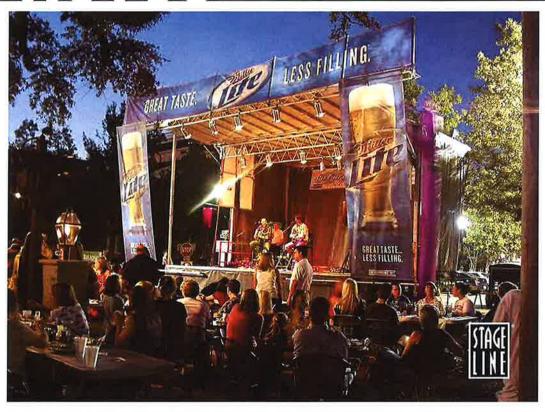
FRONT VIEW TECHNICAL DRAWINGS







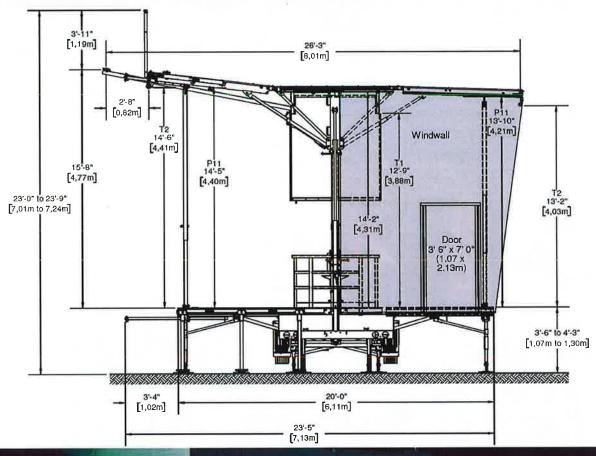
PHOTOS

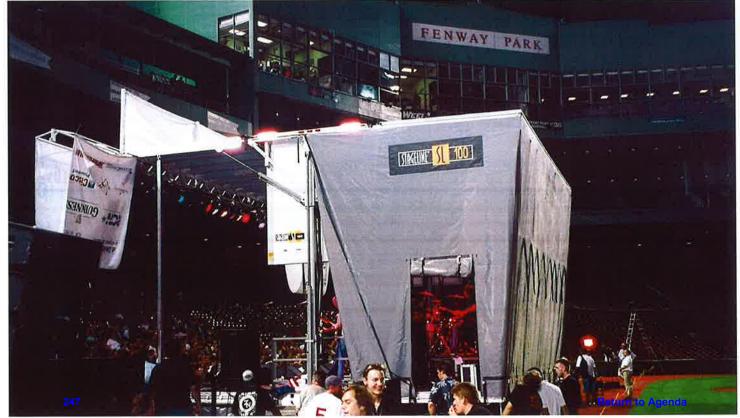




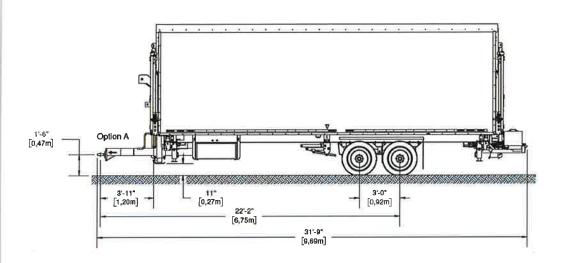
SL100

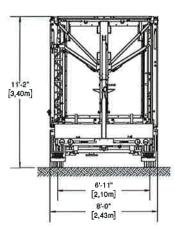
SIDE VIEW TECHNICAL DRAWINGS

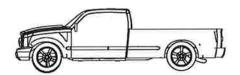




MASS & DIMENSIONS TECHNICAL DRAWINGS







Mass SL100	Unla	aden	Standard	Equipment	Maximum Capacity		
Mass 2F100	Lbs	Kg	Lbs	Kg	Lbs	Kg	
Total Mass	9460	4290	11682	5298	15000	6804	
Mass on Axle	8159	3700	10295	4669	14000	6350	
Mass on Hitch	1301	590	1387	627	3750	1701	





PHOTOS





CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL - MOBILE STAGE TERMS AND CONDITIONS

- 1. REQUIREMENTS FOR SEALED PROPOSAL SUMBISSION.
 - a. COMPLETE, UNBOUND, ORIGINAL, sealed proposal.
 - b. Complete and original invitation to proposal with "Proposer Initial" completed by authorized representative.
 - c. All proposals shall be submitted SEALED, envelope clearly marked with the Proposal name, date, and time ON THE OUTSIDE OF THE SEALED ENVELOPE.
 - d. Copy of IRS W-9 Form.
- 2. Proposals RECEVIED ON TIME. Proposals and amendments thereto, if received by the City of Morristown's Finance Office after the date and time specified for opening, will not be considered. It will be the responsibility of the PROPOSER to see that the bid is received by the City of Morristown's Finance Office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic, and verbal bids will not be accepted. Any proposal received after the opening date and time will remain unopened and on file. The City of Morristown will not be responsible for bids received late because of delays by a third-party delivery service, i.e., U.S. Mail, UPS, Federal Express, etc.
- 3. TAX EXEMPT. The City of Morristown is a tax-exempt entity. The successful vendor will be provided with an executed copy of tax-exempt form.
- 4. ANTI-COLLUSION. The proposal certifies by signing this document that the bid is made without prior understanding, agreement, or accord with any person submitting a bid for the same services and that this bid is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.
- 5. AWARD IN WHOLE OR IN PART. The City of Morristown reserves the right to: award by item, groups of items, or total bid; to reject any and/or all bids in whole or in part, and to waive any informality if it is determined to be in the best interest of City of Morristown.
- 6. OPEN RECORDS ACT. Once the proposer document is submitted to the City of Morristown and is opened, it constitutes a public record and is subject to open records requests pursuant to the Tennessee Open Records Act.
- 7. PAYMENT TERMS. The City of Morristown pays from monthly statements for services rendered. Payments are made within 15 days of the previous month's statement being received in the City of Morristown's Finance Office.
- 8. **RECEIPT DOES NOT CONSTITUTE AWARD.** Receipt of your proposal by the City of Morristown is not to be construed as an award for services.



CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL - MOBILE STAGE

- 9. AVAILABILTY OF FUNDS. Obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
- 10. AUTHORIZED SIGNATURE. All proposals must be signed by an authorized, responsible officer or employee having the authority to enter into contracts. Obligations assumed by such signature must be fulfilled.

11. LEFT BLANK INTENTIONALLY.

- 12. KNOWLEDGE OF LAWS AND REGULATIONS. The proposer agrees that all applicable Federal, State and Local laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though written in full. The bidder shall observe and comply with all such laws, ordinances, and regulations and shall protect and indemnify the City of Morristown and its representatives against any claim or liability arising from or based on any violations of the same, whether by the bidder, the bidder's subcontractors, suppliers, or others by the bidder or the employee of any of them.
- 13. **DRUG-FREE WORKPLACE.** The proposer understands that the City of Morristown operates a drug-free workplace program. Any good or service provided to the City of Morristown by the bidder must comply with all State and Federal drug-free workplace laws, rules and regulations. The bidder agrees to comply by the execution of the "Bidder Initial" located at the bottom of the page.
- 14. DIRECT CONTACT PROHIBITED. Direct contact with City Departments other than the City of Morristown's Finance Office representatives on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the City of Morristown Finance's Office.
- 15. NON-DISCRIMINATION. During the performance of this contract, the bidder agrees as follows: he/she will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the bidder. The bidder agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 16. RIGHT TO WITHDRAWAL. Proposers have the right to request withdrawal of their bid from consideration due to error by giving notice at any time before and not later than two (2) days <u>after</u> bids are publicly opened.
- 17. ORIGINAL PROPOSAL DOCUMENT. The original proposal document maintained by the City of Morristown's Finance Office shall be considered the official copy document.
- 18. CLOSED FOR BUSINESS. If the City of Morristown is closed for business at the time scheduled for the bid opening, for whatever reason, sealed bids will be accepted and opened on the next business day of the City, at the originally scheduled hour.



CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL - MOBILE STAGE

- 19. PROPOSAL APPROVAL BY LEGISLATIVE BODY. The proposal awarding must be approved by the City of Morristown, City Council.
- 20. REFERENCE TO BRAND NAMES. Any reference to brand names, trade names, model numbers, catalog numbers or other descriptions peculiar to any item is made to establish a required level of quality and functional capabilities and is for reference only; it is not intended to exclude other products of that level. Please include with proposal any specifications, brochures, catalogs, etc., or other data as will provide adequate basis of determining the quality and functional capabilities of the product offered if applicable.
- 21. VENDOR POOR PERFORMANCE. The City of Morristown may cancel the contract with the vendor at any time for vendor poor performance. Cancellation shall not release the vendor from legal remedies available to the City of Morristown.
- 22. FORCE MAJEURE. The City of Morristown or bidder shall not be liable for any failure of or delay in the performance of this contract for the period that such delay or failure is due to causes beyond reasonable control, including but not limited to acts of God, labor disputes, government orders or any other force majeure event.
- 23. PURCHASE ORDERS. The City of Morristown utilizes purchase orders for ordering goods and/or services. An order may not be fulfilled without a purchase order number from the City of Morristown.
- 24. IRAN DIVESTMENT ACT. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each part thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to TCA 12-12-106.
- 25. PAST PERFORMANCE. If it is determined to be in the best interest of the City of Morristown, the City reserves the right to reject any proposal based on unsatisfactory past performance.
- 26. ADDENDA. In the event that it becomes necessary to revise any part of this bid, written addenda will be issued. Any and all addenda will be numbered in sequence, dated as of the date of issue, and published in the same location as this invitation to bid on the Purchasing Department web page of www.mymorristown.com. The proposer shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their bid. Any such addenda will be published at least three (3) days prior to said bid opening unless the deadline and bid opening dates be sufficiently deferred and so stated in the addenda.
- 27. **QUESTIONS.** All questions shall be directed to the proposal contact listed on the first page of this document unless otherwise stated. All communication shall be received by email to <u>purchasing@mymorristown.com</u>.



CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL – MOBILE STAGE

OVERVIEW

The City of Morristown is requesting proposals from qualified vendors for the purchase and delivery of one (1) Mobile Stage Unit for outdoor events such as concerts and festivals, including components and accessory parts, and the training for its use and maintenance. This Mobile Stage is intended to be used at various city parks and downtown settings throughout the year. It is preferred that the unit(s) proposed, including all components and accessory parts be fully self-contained and/or stored and/or compartmentalized on/within the trailer unit on which it is constructed.

Upon the approval of the selected proposal, the City of Morristown will issue a Purchase Order to initiate the purchase. Please provide a sample contract with proposal if available.



CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL - MOBILE STAGE SCOPE OF SERVICES

The proposed services shall consist of, but are not limited to:

- 1. Complete fabrication, assembly, construction, etc. of Mobile Stage unit, including all components/appurtenances.
- 2. Delivery of Mobile Stage unit and all components and accessory parts.
- 3. Training for a minimum of four (4) staff members on the proper opening/setup, closing/tear-down, moving, and proper maintenance of the unit.
- 4. Warranty of all components for a minimum of one (1) year from acceptance.

PRODUCT REQUIREMENTS

The product purchased shall consist of the following minimum specifications:

- W
- 1. A floor area of 20' by 24'
- 2. Walls for side and rear that are optional to use based on event needs
- 3. Floor elevation of 3' minimum when open/in use.
- 4. Appropriate stairs and handrails
 - 5. Roof and structure appropriate for safely rigging lights, banners, and sound equipment customary for concerts/events
 - 6. Hydraulic-assisted hoisting capability for set-up and tear-down for safety of technicians, including hydraulic stabilizers, and powering system for operating such hydraulics
 - 7. Portable by towing with no greater than a one-ton pickup truck.
- 8. Include spare tire on rim
 - 9. Include a minimum of two (2) complete operations manuals.
- 10. Have the option for expansion of the stage size with additional platforms should they be needed (for future purchase).
 - 11. Includes skirting for the open stage.
- √ 12. Has the ability to affix graphics, banners, artwork, etc. to the sides, the skirting, or above the stage area.

STATEMENT OF QUALIFICATIONS

Proposer shall provide detail sufficient to describe the following:

- 1. Vendor shall provide a reference list, including contact name and phone number and/or email, of no less than five (5) city or county governments, parks & recreation organizations, or similar that have purchased the model(s) proposed;
- 2. Vendor shall disclose the general nature of any lawsuits past or present related to accidents or safety incidents surrounding the model(s) proposed;

SUBMISSION REQUIREMENTS

- 1. Provide brochure or other shop drawings necessary to depict critical dimensional measurements: stage size, floor height, height of rigging above stage, collapsed tailer dimensions, etc.
- 2. Provide details regarding all relevant weight capacities: trailer load, towing weight, hydraulic capacity, rigging capacity, floor capacity, etc.
- 3. Provide specifics regarding wind loads in different set-up formats.

Bidder Initial

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CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL – MOBILE STAGE

- 4. Provide description of rigging points and possible set-up formats/scenarios.
- 5. Provide detail regarding the towing/hitch equipment.
- 6. Provide detail regarding cargo and storage capacity.
- 7. Provide information specific to the quality control process and applicable certifications.
- 8. Provide documentation/attestation that model(s) proposed are manufactured based on stamped designs by a properly licensed engineer.
- 9. Provide documentation pertaining to Department of Transportation approvals for the trailer/chassis being used.
- 10. Provide the warranty detail for the proposed model(s).
- 11. Provide a description of any post-purchase technical assistance or support available.
- 12. Provide a description of the inventory/stock available for purchasing optional components at a later date and/or for purchasing repair/replacement parts when required. Include a description of how long such parts/components will be available.
- 13. Provide a description of the method to affix banners, advertising, or other graphics that could frame the open stage (above, sides, and/or skirting).

INSURANCE

Selected bidder will name the City of Morristown as an additional insured in the amount of \$1 million with proof of workers compensation of at least \$500,000 and maintain such insurance for the duration of the contract. Proof of insurance shall be verified before contract approval.

If the selected proposer is not legally required to carry workers compensation insurance, such insurance will not be required, but will be required to provide documentation confirming this "exemption" from legal representation or the business's insurance provider. Such documentation is not required to be submitted with the RFP, but only upon selection.



CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL – MOBILE STAGE

SELECTION CRITERIA

Proposals will be evaluated based on the evaluation criteria described below. The City may conduct such investigations as deemed necessary to establish the responsibility, qualifications, and financial abilities of the proposer. Proposals shall be prepared at the proposer's discretion; however, all proposals should be structured to include the following criteria:

1. Statement of Qualifications (Point Value: 10 Points)

Proposer shall provide detail of their experience related to the product/service proposed. Proposer is encouraged to include lists and descriptions of experience, tenure, certifications. Proposer is responsible for any licenses and permits required and shall be responsible for any and all associated costs. Vendor shall disclose the general nature of any lawsuits past or present related to accidents or safety incidents surrounding the model(s) proposed. Values will be based on the proposer's experience and qualifications and information related to certifications, incidents listed and related statements by the proposer.

2. Availability (Point Value: 10 Points)

Proposer should provide a timeline leading to the delivery of a final product, training, and final acceptance. For purposes of proposing a timeline, proposer should assume a purchase order (and/or executed contract) approximately September 1, 2022.

3. References (Point value: 10 Points)

Vendor shall provide a reference list, including contact name and phone number and/or email, of no less than five (5) city or county governments, parks & recreation organizations, or similar that have purchased the model(s) proposed.

4. Product Specifics (Point value: 40 Points)

Values will be based on the apparent or perceived quality of the proposed product, the methods proposed for delivery and/or training, the particulars about components and/or functionality of the proposed product, and other identifiable specifications of what is proposed.

5. Compensation (Point value: 30 Points)

Proposer should include a specific base price for any model(s) proposed. Proposer may choose to include certain options (at its own discretion) as a part of the base price or may choose to provide line-item pricing for options. If line-item pricing for options is provided, proposer shall make clear which options are necessary to ensure that the proposal satisfies the specifications of the city and which options are otherwise "recommended."

NOTE: If a proposer presents multiple models/options, each model may be evaluated individually. The values above are intended for the purpose of establishing a reasonable and relative comparison of proposals. At its sole discretion, the City may determine that any substantial deficiency in a category may warrant rejection regardless of total score. Additionally, if determined to be cost prohibitive, the city may use the information in these proposals as the basis for considering a smaller unit.



CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL – MOBILE STAGE

If the base price on the preceding page, INCLUDES options that are above and beyond the requirements of the specifications, please describe them here: b3 for line array and video screen points with truss torsion reduction - b7 speaker rig point brought offstage when screen installed - f1 reversibility of windwall emplacement when opposite downstage "side" is dictated by venue - i13 fast access to small accessories when unit is closed - i14 miscellaneous bits and pieces for replacement of misplaced pins, straps and the like - i15 organized storage space under the stage floor to place tubing and other components otherwise laid on the trailer floor Additional Fees/Explanation of Additional Fees: Describe the proposed schedule for delivery and training: Your new Stageline SL100 unit can leave for Morristown, TN on 3rd week of April 2023 with ETA set on the Monday. Training will be scheduled for after reception by final week of April. Projected completion date (assuming a September 1, 2022 contract date): April 2023



CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL - MOBILE STAGE

VENDOR INFORMATION and ANTI-COLLUSION STATEMENT

Please print or type clearly. Complete each section entirely and verify for accuracy.

By signing this form, the proposer agrees that he/she has not divulged to, discussed, or compared his/her bid with other proposers and has not colluded with any other proposer or parties regarding the bid whatsoever. Note: no premiums, rebates or gratuities to any employee or agent are permitted with, prior to, or after any delivery of service and or materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from the bid list and could constitute a felony and result in a fine, imprisonment, as well as civil damages.

In compliance with this sealed proposal invitation, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted, to furnish any or all of the items and/or services as described herein. The undersigned certifies that he/she has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of the firm named below. This form must be signed personally by the proposer or the proposer's authorized agent. All signatures must be original and not photocopies.

COMPANY NAME:	Stageline Mobile Stage inc.
CONTACT PERSON:	Raymond Belanger
CONTACT PERSON TITLE:	Senior Sales
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	ALZS BAMER
FEDERAL TAX ID # (or Social Security #, if applicable)	
LICENSE#	n/a
STREET ADDRESS:	700 Marsolais Street
CITY, STATE, ZIP:	L'Assomption, QC J5W 2G9
TELEPHONE NUMBER:	1-450-589-1063
FAX NUMBER:	1-450-589-1711
EMAIL:	info@stageline.com
DATE:	July 21st, 2022

^{**}By signing this form, the proposer signifies understanding and agreement with the City of Morristown's Terms and Conditions.



CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL – MOBILE STAGE

EXCEPTIONS

Proposer MUST sign the appropriate statement below, as applicable.					
Proposer understands and agrees to all terms, conditions, requirements and specifications stated herein. NO EXCEPTIONS ARE TAKEN.					
FIRM NAME:	Stageline Mobile Stage inc.				
AUTHORIZED REPRESENTATIVE: (printed)	Raymond Belanger				
AUTHORIZED REPRESENTATIVE: (signature)	LAJS BAMARA				
DATE:	July 21st, 2022				
Proposer takes exception to the following terms, conditions, requirements and specifications stated herein.					
FIRM NAME:					
AUTHORIZED REPRESENTATIVE: (printed)					
AUTHORIZED REPRESENTATIVE: (signature)					
DATE:					
EXCEPTIONS TO NOTE:	d				
Vendors should note that	any exceptions taken from the stated terms and/or specifications				

may be cause for their submittal to be deemed "Non-Responsive", risking the rejection of

Bidder Initial

their submittal.

CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL – MOBILE STAGE

THE CITY OF MORRISTOWN, TENNESSEE COMPANY/CONTRACTOR AFFIDAVIT FORM

Conflict of Interest Statement

THE AFFIANT STATES TO CITY OF MORRISTOWN, TENNESSEE:

I (WE) HEREBY CERTIFY THAT IF THE CONTRACT IS AWARDED TO OUR FIRM THAT NO MEMBER OR MEMBERS OF THE GOVERNING BODY, ELECTED OFFICIAL OR OFFICIALS, EMPLOYEE OR EMPLOYEES OF SAID CITY OF MORRISTOWN, TENNESSEE, OR ANY PERSON REPRESENTING OR PURPORTING TO REPRESENT CITY OF MORRISTOWN, TENNESSEE, OR ANY FAMILY MEMBER INCLUDING SPOUSE, PARENTS, CHILDREN OF SAID GROUP, HAS RECEIVED OR HAS BEEN PROMISED, DIRECTLY, OR INDIRECTLY, ANY FINANCIAL BENEFIT, BY WAY OF FEE, COMMISSION, FINDER'S FEES OR ANY OTHER FINANCIAL BENEFIT ON ACCOUNT OF THE ACT OF AWARDING AND/OR EXECUTING THE CONTRACT.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE HAS FULL AUTHORITY TO BIND THE COMPANY AND THAT HE/SHE HAS PERSONALLY REVIEWED THE INFORMATION CONTAINED IN THIS SEALED BID, INCLUDING ALL ATTACHMENTS, ENCLOSURES, APPENDICES, ETC. AND DO HEREBY ATTEST TO THE ACCURACY OF ALL INFORMATION CONTAINED IN THIS BID, INCLUDING ALL ATTACHMENTS, ENCLOSURES, EXHIBITS, ETC.

THE UNDERSIGNED ACKNOWLEDGES THAT ANY MISREPRESENTATION WILL RESULT IN IMMEDIATE DISQUALIFICATION FROM ANY CONTRACT CONSIDERATION.

THE UNDERSIGNED FURTHER RECOGNIZES THAT THE CITY OF MORRISTOWN CITY COUNCIL HAS THE RIGHT TO MAKE THE CONTRACT AWARD FOR ANY REASON CONSIDERED IN THE BEST INTEREST OF CITY OF MORRISTOWN.

This certification shall be included with the bid. Failure of this properly executed document to be included with the bid shall render the bid as incomplete and void.

COMPANY NAME Stageline Mobile Stage	inc.
NAME (PRINT) Raymond Belanger	PHONE <u>1-450-589-1063</u> ext230
TITLE Senior Sales	FAX 1-450-589-1711
SIGNATURE STANSISSMER	DATE July 26 2020
********************	77747477777477777777777777777777777
(TO BE COMPLETED BY I	NOTARY)
STATE OF Province of Quebec, CAN	ADA
COUNTY OF: N/A	
Before me personally appeared Raynord Belauser with proved to me on the basis of satisfactory evidence), and who a the foregoing for the purposes therein contained.	whom I am personally acquainted (or acknowledged that such person executed
Witness my hand and seal at office this day of July 26,20	Notary Public
My commission expires: August 8, 2023	FRANCINE LALIBERTÉ # 105 067
	Paur le Oulère

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CITY OF MORRISTOWN, TENNESSEE REQUEST FOR PROPOSAL – MOBILE STAGE

BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT Tenn. Code Ann. § 12-12-101 et seq.

Comes	Pierre-I	uc Rom	pré	for and on behalf of
Ĭ	(Printed name of Principal Off	icer of Compa	ny)	
Stageline	Mobile Stage	inc.	the "Compar	ny") and, after being duly authorized
by the Compan	y so to do, makes oa	ith that:		
certifies organiz each bio	s, and in the case of ation, under penalty	a joint bid of perjury	l each party the y, that to the be	son signing on behalf of any bidder reto certifies as to its own st of its knowledge and belief that Iran Divestment Act, Tenn. Code
				Ply
				Signature
				Operations Director
				Title
				July 25th, 2022
				Date

PARTIAL LIST OF OWNERS CORPORATE & GOVERNMENT



City of North Miami	FL	Town of Cary	NC
City of Carlsbad	CA	City of Boston	MA
City of Carbondale	CO	Village of Rosemont	IL
Anheuser-Busch Companie	es MO	Arizona Cardinals	ΑZ
City of Sulphur Springs	TX	Great Neck Park Distric	ct NY
US AFB – Fort Worth	TX	City of New York	NY
City of Rome	NY	City of Cleveland	MS
Colorado State University	CO	,	
House of Harley Davidson	WI	Indianapolis Colts	IN
City of El Centro	CA	City of Sunrise	FL
City of Cheyenne	WY	MWR Fort Riley	KS
City of Peoria	ΑZ	City of Spokane	WA
City of Grand Prairie	TX	Town of Buckeye	ΑZ

REFERENCES

City of Carson, CA

Tim Grierson, 310.847.3570

NASA, FL

Ronald Gonser, 321-867-9264

City of Sandusky, OH

McKenzie Spriggs, 419-627-5929

City of Fergus Falls

Andrew Bremseth, 218-332-5403

Clark County, NV

Brian Saliba, 702-455-8838

BROCHURE



See complete brochure presented separately with technical drawings

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SUBMISSION REQUIREMENTS

Technical Drawings



see complete technical drawings presented separately with brochure

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SUBMISSION REQUIREMENTS

Wind Load Chart

Quality Control and Processes

Post Purchase Support

Engineer Stamps

Chassis and trailer DOT compliance

Warranty

Proof of Insurance

Workman's Comp (CNESST)

W8-BEN

STAGELINE THRESHOLD CHART*

WINDS KMH MPH	WINDS >50 NAME NAME NAME NAME NAME NAME NAME NAME	PLANNED OR REGORDED WINDS >65 KM/H >40 MPH	PLANNED OR RECORDED WINDS >80 SO A RADIUS OF 12 KM IN THE RECORDED WINDS 12 KM IN THE RECORDED
Open windwall doors Stabilize any equipment hanging from the roof	Open windwall doors Land audio gear to the floor Raise lighting equipment in the roof Land screens to the floor Remove banners	Remove stage skirts Remove screens and secure all equipment to avoid swaying	Unhook or cut the windwalls Clear all personnel from the stage of 100' (45m) around the stage
Open windwall doors Stabilize any equipment hanging from the root	Open windwall doors Land audio gear to the floor Raise lighting equipment in the roof Land screens to the floor Drop retractable windwalls & banners (if applicable) Remove banners (if retractables banners not installed)	Remove stage skirts Remove screens and secure all equipment to avoid swaying	Unhook or cut the windwalls Clear all personnel from the stage of 100' (45m) around the stage
Open windwall doors Stabilize any equipment hanging from the roof	Open windwall doors Land audio gear to the floor Raise lighting equipment in the roof Land screens to the floor Drop retractable windwalls & banners	Remove stage skirts Remove screens and secure all equipment to avoid swaying	Unhook or cut the windwalls Clear all personnel from the stage of 150' (68m) around the stage
Open windwall doors Stabilize any equipment hanging from the tool	Open windwall doors Land audio gear to the floor Raise lighting equipment in the roof Land screens to the floor Remove banners	Remove stage skirts Remove screens and secure all equipment to avoid swaying Clear the public from the stage	Unhook or cut the windwalls Clear all personnel from the stage Clear all personnel in a radius of 100' (45m) around the stage
Stabilize any equipment hanging from the tower	Land audio gear to the floor Land screens to the floor	Land cages to the floor Secure cages in place	Clear all personnel in a radius Clear all personnel from the tower of 100' (45m) around the tower
Open and attach the windwalls to the posts.	Remove windwalls.	If windwalls are not open: Clear all personnel in a radius of 100' (45m) around the structure	Clear all personnel in a radius Clear all personnel from the structure 100' (45m) around the structure
	Stabilize any equipment hanging from the roof Open windwall doors Stabilize any equipment hanging from the roof Open windwall doors Stabilize any equipment hanging from the roof Open windwall doors Stabilize any equipment hanging from the roof Stabilize any equipment hanging from the roof Stabilize any equipment hanging from the roof Stabilize any equipment hanging from the tower Open and attach the windwalls	• Land audio gear to the floor • Raise lighting equipment in the roof • Land screens to the floor • Remove banners • Open windwall doors • Stabilize any equipment hanging from the roof • Capen windwall doors • Stabilize any equipment hanging from the roof • Capen windwall doors • Stabilize any equipment hanging from the roof • Capen windwall doors • Stabilize any equipment hanging from the roof • Capen windwall doors • Stabilize any equipment hanging from the roof • Capen windwall doors • Stabilize any equipment hanging from the roof • Capen windwall doors • Stabilize any equipment hanging from the roof • Land screens to the floor • Raise lighting equipment in the roof • Land audio gear to the floor • Drop retractable windwalls & banners • Open windwall doors • Land audio gear to the floor • Raise lighting equipment in the roof • Land screens to the floor • Raise lighting equipment in the roof • Land screens to the floor • Raise lighting equipment in the roof • Land screens to the floor • Raise lighting equipment in the roof • Land screens to the floor • Raise lighting equipment in the roof • Land screens to the floor • Raise lighting equipment in the roof • Land screens to the floor • Raise lighting equipment in the roof • Land screens to the floor • Raise lighting equipment in the roof • Land screens to the floor • Raise lighting equipment in the roof • Land screens to the floor • Raise lighting equipment in the roof • Land screens to the floor • Raise lighting equipment in the roof • Land screens to the floor • Raise lighting equipment in the roof • Land screens to the floor • Raise lighting equipment in the roof • Land screens to the floor • Raise lighting equipment in the roof • Land screens to the floor • Raise lighting equipment in the roof • Raise lighting equipment in the	Stabilize any equipment hanging trum the roof Raise lighting equipment in the roof Land screens to the floor Remove banners Open windwall doors Stabilize any equipment hanging trum the roof Land screens to the floor Person windwall doors Stabilize any equipment hanging trum the roof Land screens to the floor Person windwall doors Stabilize any equipment hanging trum the roof Land screens to the floor Person windwall doors Stabilize any equipment hanging trum the roof Land screens to the floor Proper windwall doors Stabilize any equipment hanging trum the roof Land screens to the floor Proper windwall doors Stabilize any equipment hanging trum the roof Land screens to the floor Proper windwall doors Stabilize any equipment hanging trum the roof Land screens to the floor Raise lighting equipment in the roof Land screens to the floor Proper windwall doors Stabilize any equipment hanging trum the roof Land screens to the floor Raise lighting equipment in the roof Land screens to the floor Raise lighting equipment in the roof Land screens to the floor Raise lighting equipment in the roof Land screens to the floor Raise lighting equipment in the roof Land screens to the floor Raise lighting equipment in the roof Land screens to the floor Raise lighting equipment in the roof Land screens to the floor Raise lighting equipment in the roof Land screens to the floor Raise lighting equipment in the roof Land screens to the floor Raise lighting equipment in the roof Land screens to the floor Raise lighting equipment in the roof Raise lighting equip

It is the client's responsibility to closely monitor the weather throughout the entire duration of the event with the assistance of professional meteorological services. Production is responsible for the presence of qualified personel on the site that are able to respond to our Threshold Chart's requirements.

Refer to "SMS4000_Wintertime_special_measures_R1" for important guidance on using your Stageline equipment during winter.



quality control and processes

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MANUFACTURING, POST PURCHASE SUPPORT AND SERVICE APPROACH



SAFETY, QUALITY & FABRICATION STANDARDS FOR TECHNICALLY SUPERIOR MOBILE STAGING PRODUCTS

BASIC INFORMATION

- Type of product: Mobile Outdoor Hydraulic Stages for professional and commercial use
- Models: Stageline SL and Stageline SAM series, Mobile Space and Multi-Level units
- Number of stages in activity: over 1000 stage units worldwide
- Number of events: over 25 000 events held every year on Stageline stages
- Number of events needing to be cancelled due to Stageline equipment :

o None (0) - Perfect track record

GLOBAL APPROACH

Stageline mobile stages are designed, engineered and purposely built to be safely transported, safely deployed and safely used outdoors.

Manufacturing:

- Every Stageline unit is built in Stageline's privately owned factory
- Stageline controls every step of the manufacturing and assembly processes
- No outsourcing is done for the construction of structural components
- Each unit goes through a 600 point quality inspection throughout in-house manufacturing, road tests, load tests of major structural components and final installation with specific rigging tests before delivery.
- Prototype stages: Stageline does not sell prototype units, they are always kept under Stageline's control for R&D, testing and design improvement purposes.
- Welding certifications:

AWS D.1.1 and AWS D.1.2 with CWB certification CSA W47.1 and CSA W47.2. Our certification can be researched at http://eng.cwbgroup.org/Pages/default.aspx

Engineering documentation:

All engineering stamps can be supplied upon demand. Included

MANUFACTURING, POST PURCHASE SUPPORT AND SERVICE APPROACH



SAFETY, QUALITY & FABRICATION STANDARDS FOR TECHNICALLY SUPERIOR MOBILE STAGING PRODUCTS

Rigging:

- All rigging designs are tested with a security factor of 2:1;
- · Refer to engineer stamped rigging diagrams

Safe Installation:

- Stageline mobile stages are pre-assembled staging structures composed of heavy panels that unfold
 hydraulically and sequentially into a self standing covered stage. Labor and set up are reduced by 90%
 compared to constructed stages and most of the work is done at deck level reducing the risk for
 potential human error and accidents;
- · No tools are needed;
- The staging equipment is always installed according to step by step procedures as outlined in the operator's manual;
- A Stageline mobile stage has built in safety devices and never at any moment during the installation sequence is the stage unsafe or workers endangered;
- Stages must be installed by technicians who have been certified by Stageline;
- There are specific procedures in case of high wind;
- A Stageline unit is already a fully inspected, pre-assembled staging equipment and no additional engineering inspection is required on site.

Anchoring:

No anchoring or ballasting is required with Stageline equipment.

Water Drainage:

• The fiberglass roofs are designed to expel water. No water pockets can occur on a Stageline equipment.

All of our different models have experienced high risk situations with heavy wind or rain, snow storms or even tornado winds. They have proven to remain safe while protecting gear and people throughout the most extreme weather conditions.

MANUFACTURING, POST PURCHASE SUPPORT AND SERVICE APPROACH



SAFETY, QUALITY & FABRICATION STANDARDS FOR TECHNICALLY SUPERIOR MOBILE STAGING PRODUCTS

STAGELINE'S RESPONSIBILITIES AS A DESIGNER & MANUFACTURER

- Stageline guarantees that all components used in the construction and manufacturing of its stages
 have been duly tested at Stageline's manufacturing plant, and therefore assumes full responsibility for
 its products;
- Stageline is available for assistance 24/7 through its emergency service line. Engineers, field technicians, trainers and fabrication experts will participate to support you while you own the equipment with answers to questions, suggestions for optimizing your experience and troubleshooting;
- Supporting you through the years, Stageline has plans on file for every part, piece and accessory ever
 made. With a unit's VIN we can have parts that are not already in stock built and delivered in timely
 fashion. Inventory control systems (Kanban, etc) are in place to ensure that materials are available;



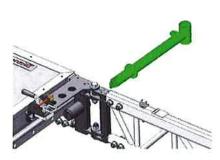


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8.4 LATERAL BANNER SUPPORTS

Installation of lateral banner supports is done in the same manner for both sides of the stage. All the parts are interchangeable. Refer to the Banner Book for detailed information about the banners, and to the Rigging Plan for applicable rigging restrictions.

- Slide the banner supports into the openings as shown. Once inside, turn the support 90°.
 Make sure the pulley bracket at the front of the support is towards the ground.
- Slide the banner pole into the supports as shown. Pin and secure.







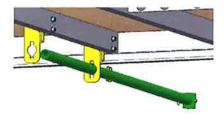


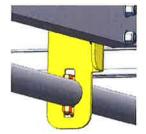


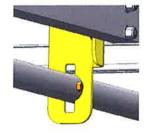
8.5 LATERAL BANNER RETAINING BARS

These are used to hold the bottom section of any lateral banner in place.

- Slide the banner supports through the frontal skirting orifices and under the stage floor. When in place, rotate the banner support 90 degrees to prevent it from sliding out.
- Slide the banner pole into the supports. Pin and secure.











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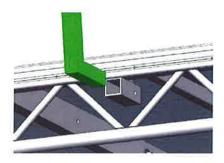
It is recommended to use zip ties (tie wraps) rather than rope or steel cable to install the banners. In the event of high winds the tie wraps will break away easier. Please refer to Retractable banner system for additional safety tips about banner use.

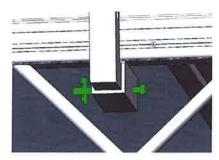
8.3 ROOFTOP BANNER SUPPORTS

Two versions of the rooftop banner supports are available from Stageline. A short version will allow the installation of a rooftop banner that extends from one end of the roof panel to the other end. The long version will allow a rooftop banner to be installed from one end of a side overhang beam to the other. Both versions are installed in the same manner. Refer to the Banner Book for detailed information about the banners, and to the Rigging Plan for applicable rigging restrictions.

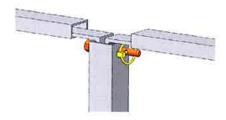
The process is the same for all the rooftop banner supports.

- Insert the bottom of the banner support in the bracket at the front of the roof panel.
- Insert the pin and the safety pin.
- If you purchased the horizontal rooftop banner support option, install by sliding them into the opening at the top of the vertical supports. Pin and secure.
- Attach the banner to the supports. The banner should be stretched for a better look.











ENGINEERING





Structural | Civil * Site | Marine * Countal Bridge, Highway + Rad I Entertainment | Georgehnical Facade * Building Envelope | Construction Engineering Forenec investigation (Surveying * Mapping

Email: Yvan.Miron@stageline.com

January 1, 2022

Stageline Mobile Stage Inc. 700 Marsolais Street L'Assomption, Quebec, Canada, J5W 2G9

Attn: Mr. Yvan Miron

SL100 (2018) Mobile Stage - Use in the United States

McLaren File No. 103096 Phase 40

Dear Mr. Miron.

Re:

McLaren Technical Services, Inc. (McLaren) has reviewed the SL100 Mobile Stage system 2018 version for general use in the United States. The calculations and drawings were produced under the supervision and responsible charge of the undersigned. The final documents are the result of a comprehensive evaluation by McLaren and include approved revisions as needed resulting from these engineering reviews. We believe that the erected system will safely support the approved loading and environmental conditions if properly assembled and used in accordance with manufacturer's recommendations and as noted herein.

The assessment by McLaren only considers the fully erected SL100 (2018) Mobile Stage structure and its standard features, including wind walls, side overhangs, front-of-house rigging trusses, and optional extension floors. Additional items such as auxiliary components, side platforms, access ramp, hydraulic systems and erection devices were not considered in this review. The fabrication, design and operational procedures meet or exceed the requirements of ANSI E1.21-2020



Used for Technical Production of Outdoor from ASCE 7 and ANSI E1.21. Steel design was designed using APA provisions.

mbly meets the applicable requirements of tments:

eriod of trained iditions. ig wind, to time. sing the r such for the IE1.21.



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MELAKEN

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Engineering stamps must be renewed on an annual basis. States of CA. HI, NV, and WA expire throughout the calendar year and need to be renewed accordingly



FAB PAR STAGELINE SCENE MOBILE INC.

MFD BY STAGELINE MOBILE STAGE INC.

L'ASSOMPTION, QC, CANADA

STAGELINE.COM

1-800-267-8243

(1-800-26-STAGE)



DATE DE FABRICATION DATE OF MANUFACTURE

07 - 2022

MODÈLE MODEL

SL100

PNBV GVWR

6 804 kg

POIDS VIDE TARE WEIGHT

4 290 kg

PNBE GAWR 2 ESSIEUX À AXLES AT

3 175 kg

CH EA

AVEC JANTES WITH RIMS

16 x 6

ET PNEUS AND TIRES

235 / 85 R 16

INDICE LOAD R

G

GONFLÉS À INFLATED

758 kPa (110 psi)

À FROID COLD VITESSE SPEED

100 km/h

CE VÉHICULE EST CONFORME À TOUTES LES NORMES FÉDÉRALES DE SÉCURITÉ PRESCRITES, CANADIENNES ET AMÉRICAINES, EN VIGUEUR À LA DATE DE FABRICATION CI-HAUT MENTIONNÉE. THIS VEHICLE CONFORMS TO ALL APPLICABLE CANADIAN AND U.S. FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

N.I.V. V.I.N.

2 N 9 S C E B B 7 N A 0 4 5 2 3 4

TYPE DE VÉHICULE VEHICLE TYPE

REMORQUE / TRAILER

SCENE MOBILE STAGE

N^O D'UNITÉ UNIT NO.

1 2 3 4

Rév 2019-08-28



WARRANTY

The seller represents and warrants that the **Stageline SL100** stage will be under the Stageline stage care program with the following coverage:

1 YEAR

Standard coverage: free from material defects in workmanship and labor from the date of delivery.

3 YEARS

Extended coverage: all aluminum welded structures including chassis.

5 YEARS

Extended coverage: fiber-lock roof covering.

IN THE EVENT OF A MATERIAL DEFECT WITHIN THE PRESCRIBED WARRANTY PERIOD, SELLER WILL REPAIR THE STAGE. SELLER SHALL BE SOLELY RESPONSIBLE FOR THE COST OF ALL WARRANTY PARTS AND LABOR. No WARRANTY IS GIVEN BY SELLER WITH RESPECT TO FABRICS, TIRES OR THE RUBBER ROOF JOINTS, OR NORMAL WEAR AND TEAR.

Recording Date: ___/_/__/

The warranty becomes effective immediately upon completion of the Stageline training program.

Ву:







EVIDENCE OF INSURANCE

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED HEREIN FOR THE POLICY PERIOD INDICATED.

NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS DOCUMENT MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES.

THIS DOCUMENT IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE HOLDER. THIS EVIDENCE OF INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY(IES) BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE HOLDER. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

MSR Mobile Stage Rentals LLC
2915 Ogletown Road, #2380
Newark, DE 19713

INSURANCE BROKER

Forum Risk and Insurance Inc.
1080 Beaver Hall Hill, Suite 1720
Montreal, QC H2Z1S8

EVIDENCE OF INSURANCE NUMBER : 2022-XI	REVISION NUMBER:		DATE (YYYY-MM-DD): 2022-03-30	
TYPE OF INSURANCE	INSURER POLICY NUMBER	EFFECTIVE DATE EXPIRY DATE (YYYY-MMM-DO)	LIMITS OF INSURANCE	
COMMERCIAL GENERAL LIABILITY			EACH OCCURRENCE LIMIT	\$2,000,000
CLAIMS-MADE FORM OCCURRENCE FORM	AIG insurance 2022-03-3 au 66458326 2023-03-3		PERSONAL & ADVERTISING INJURY LIMIT	\$2,000,000
NON-OWNED AUTOMOBILE (Q.P.F. No. 6)		DIO 7575	GENERAL AGGREGATE LIMIT	\$2,000,000
ADDITIONAL INSURED - VENDORS BROAD FORM		2023-03-31	PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
CONTINGENT EMPLOYER'S LIABILITY - CANADA			TENANTS' LEGAL LIABILITY LIMIT	\$1,000,000
			MEDICAL EXPENSE LIMIT	\$25,000
AUTOMOBILE LIABILITY (Q.P.F. NO. 1) NON-OWNED AUTOS ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS ANY AUTO	AIG Insurance Company of Canada 66458343	2022-01-31 au 2023-01-31	CML LIABILITY - BODILY INJURY TO OR DEATH OF OTHERS OR DAMAGE TO THEIR PROPERTY	\$1,000,000
COMMERCIAL UMBRELLA LIABILITY	Strategic	2022-03-31	EACH OCCURRENCE LIMIT	\$3,000,000
CLAIMS-MADE FORM OCCURRENCE	CLAIMS MADE FORM OCCURRENCE Underwriting	au	GENERAL AGGREGATE LIMIT	\$3,000,000
SUM-UMB-31375-001	2023-03-31	PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$3,000,000	
EXCESS LIABILITY	Markel	2022-03-31 au	EACH OCCURRENCE LIMIT	5,000,000\$
☑ OCCURRENCE FORM #CAS614948-02		2023-03-31	GENERAL AGGREGATE LIMIT	5,000,000\$
EXCESS LIABILITY OCCURRENCE FORM	Allianz #CAL000864211	2022-03-31 au 2023-03-31	EACH OCCURRENCE LIMIT GENERAL AGGREGATE LIMIT	10,000,000\$ 10,000,000\$

THIS EVIDENCE OF INSURANCE IS ISSUED IN REFERENCE TO:

To Whom It May Concern

EVIDENCE OF INSURANCE ISSUED TO:

Patrick Bélanger 514.864.5967

AUTHORIZED REPRESENTATIVE

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WORKERS' COMPENSATION CNESST





SUBJECT: Coverage of workers assigned to work outside of Québec
Act respecting Industrial Accidents and Occupational Diseases (AIAOD) Section 8

We are pleased to confirm that paid employees of your organization who retain their domicile in Québec throughout the period that they work outside Québec are covered by the above mentioned Law for all occupational injury as defined in the Law.

Paid employees domiciled in Québec at the time of their departure to work outside Québec, but who subsequently cease to be so domiciled, will be covered under the AIAOD for a period of five years from the date of the commencement of their assignment outside Québec.

The CNESST reminds you that AIAOC applies to Québec workers assigned to work outside Québec if, when the occupational injury occurs, the worker has his domicile in Québec and his employer has an establishment in Québec.

However, where the worker's domicile is not in Québec, this Act applies where the worker had his domicile in Québec at the time of his assignment outside Québec, the work outside Québec is for the duration of not over five years when the accident occurs or the disease is contracted, and his employer has an establishment in Québec.

If you require additional information, do not hesitate to contact us.

Sincerely,

CNESST Direction régionale de la Mauricie et du Centre-du-Québec

Commissioner of oaths Wall

Francine Laliberté

FRANCINE LAUGER

Form W-8BEN-E

(Rev. July 2017) Department of the Treasury Internal Revenue Service

Certificate of Status of Beneficial Owner for

United States Tax Withholding and Reporting (Entities)

For use by entities. Individuals must use Form W-8BEN.
Go to www.irs.gov/FormW8BENE for instructions and the latest information.

Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do N	IOT use this form for:	Instead use Form
• U.S	S. entity or U.S. citizen or resident	.
• A f	oreign individual	W-8BEN (Individual) or Form 8233
	oreign individual or entity claiming that income is effectively connected witless claiming treaty benefits).	th the conduct of trade or business within the U.S.
• A f	oreign partnership, a foreign simple trust, or a foreign grantor trust (unless	claiming treaty benefits) (see instructions for exceptions) W-8IMY
• A fo	oreign government, international organization, foreign central bank of issur- vernment of a U.S. possession claiming that income is effectively connected (c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions	e, foreign tax-exempt organization, foreign private foundation, or ed U.S. income or that is claiming the applicability of section(s) 115(2),
• Any	y person acting as an intermediary (including a qualified intermediary actin	ng as a qualified derivatives dealer)
Pa	art I Identification of Beneficial Owner	
1	Name of organization that is the beneficial owner	2 Country of incorporation or organization
STAC	GELINE MOBILE STAGE INC	CANADA
3	Name of disregarded entity receiving the payment (if applicable, see in	structions)
4	☐ Simple trust ☐ Grantor trust ☐ Con	poration
5	Chapter 4 Status (FATCA status) (See instructions for details and comp	
3	 Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). 	Nonreporting IGA FFI. Complete Part XII. Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.
	Participating FFI.	☐ International organization. Complete Part XIV.
	Reporting Model 1 FFI.	Exempt retirement plans. Complete Part XV.
	Reporting Model 2 FFI.	☐ Entity wholly owned by exempt beneficial owners. Complete Part XVI.
	Registered deemed-compliant FFI (other than a reporting Model 1	☐ Territory financial institution. Complete Part XVII.
	FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.	 Excepted nonfinancial group entity. Complete Part XVIII. Excepted nonfinancial start-up company. Complete Part XIX.
	Sponsored FFI. Complete Part IV.	Excepted nonfinancial entity in liquidation or bankruptcy.
	Certified deemed-compliant nonregistering local bank. Complete Part V.	Complete Part XX. 501(c) organization. Complete Part XXI.
	 Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. 	Nonprofit organization. Complete Part XXII.Publicly traded NFFE or NFFE affiliate of a publicly traded
	 Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. 	corporation. Complete Part XXIII. Excepted territory NFFE. Complete Part XXIV.
	 Certified deemed-compliant limited life debt investment entity. Complete Part VIII. 	Active NFFE. Complete Part XXV. Passive NFFE. Complete Part XXVI.
	Certain investment entities that do not maintain financial accounts.	Excepted inter-affiliate FFI. Complete Part XXVII.
	Complete Part IX,	☐ Direct reporting NFFE.
	Owner-documented FFI. Complete Part X.	Sponsored direct reporting NFFE. Complete Part XXVIII.
	Restricted distributor. Complete Part XI.	Account that is not a financial account.
6	Permanent residence address (street, apt. or suite no., or rural route). Do no	ot use a P.O. box or in-care-of address (other than a registered address).
700 R	Rue Marsolais	
	City or town, state or province. Include postal code where appropriate.	Country
L'Ass	comption,Québec,J5W 2G9	Canada
7	Mailing address (if different from above)	
	City or town, state or province. Include postal code where appropriate.	Country
8	U.S. taxpaye r (TIN), if required 9a GIIN	b Foreign TIN
10	Reference number(s) (see instructions)	·
Notes	Please complete remainder of the form including signing the form in Part	YYX

SAFETY DECLARATION



STAGELINE - MANUFACTURER

Stageline products are entirely fabricated and assembled in our manufacturing plant. Less than 20% of the product is fabricated by sub-contractors. A large amount of materials are sourced from the USA.

SAFETY RECORD

Spanning over 35 years with front line participation in more than one hundred thousand events, Stageline activity remains exemplary. There has been no incident causing an injury due to a breakdown of equipment.

SAFE STAGING ENVIRONMENT

We hereby attest that the environment during, and resulting from, the deployment of Stageline mobile stages is safe for staff, talent, for the public as well as gear and equipment.

LEGAL

Stageline attests that there are no ongoing or past lawsuits that are the result of past or recent accidents caused by any of its products.

PIERRE-LUC ROMPRE

Commercial Director & COO

PROFILE



BUSINESS TYPE

Designer and manufacturer

BUSINESS STORY

With over 32 years of proven success in the outdoor entertainment and staging industry, Stageline is renowned around the world as the leader in the design and manufacture of mobile hydraulic stages.

CONTACTS

Yvan Miron | President & Ceo
Pierre-Luc Rompré | Operations Director & Coo
Marius Chouinard | Technical Director
Jonathan Doucet | Engineering Director
Simon Normandeau | Customer Service Director



EMPLOYEES

182 employees (full time)



FACILITIES

Head office and two manufacturing plants





SL75, SL100, SL100 Mix, SL260, SL320, SAM450, SAM575 & SAM750, Covered Wings & Backstage
Promobile | Mobile Space & Display Units
HyTower

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YOUR STAGELINE EQUIPMENT INTEGRATES FOUR PRODUCTS IN ONE

- A road legal trailer
- A pre-assembled building structure
- A heavy-duty hydraulic equipment
- A staging structure

UNDERLYING THIS PRODUCT ARE NO FEWER THAN FOUR TECHNOLOGIES

- Transportation
- Structural & Mechanical Engineering
- Hydraulics
- Scenic Technology



A series of operations effectively transforms the trailer into a stage that integrates all the scenic elements needed for rigging such as video wall, lighting equipement, sound system, windwall and banner installation. The key to it all lies in an integration so finely tuned that every component interacts perfectly with each other.

Technicians must therefore obtain a certain degree of technical knowledge to operate a Stageline equipment. Driven by the need to ensure technical efficiency, Stageline developed a training and certification program which meets and even exceeds its clients' and users' requirements.

Operation of a Stageline mobile stage by qualified personnel is directly linked with the enforceability of the warranty and the benefit of the 24/7 technical support offered to all Stageline certified technicians.

OBJECTIVES

With its training program, Stageline helps its users and clients increase profitability on their investment through an efficient utilization of the products. Our experienced instructors offer practical and realistic guidance needed to optimize the participants' performance. Our main objective is to develop the aptitudes and technical knowledge of the manpower responsible for the operation of the unit in order to preserve the product's integrity and guarantee maximum safety levels.

CONTENT

The participants will learn to:

- Understand basic theoretical concepts and stage utilization steps;
- Understand specific interactions of all elements during operation;
- Recognize the risks and consequences of inappropriate use and operation;
- Lead and communicate efficiently with helpers or other technicians on a site:
- Act responsibly for all aspects of work with the unit so as to prevent any undesirable situation.

The operator's training program will include:

- Definitions, concepts and technologies involved in a Stageline mobile stage;
- Explanation of the Operator's Manual and of the set-up/ dismantle sequences;
- Use of the trailer, including loading and efficient leveling methods;
- · Set-up and dismantling of the stage;
- Tools and practical techniques for solving mechanical and hydraulic problems;
- Notions and critical factors for scenographic use and application of load limitations.

EDUCATION METHODOLOGY

- Workshop and practical exercises
- Demonstration and simulation of critical situations (group and individual);
- Attendance and practical examination (practical examination must be successfully passed to obtain certification);
- · Attendance throughout the session;
- Understanding of the theoretical aspects of the stage;
- Certification is based on the trainee's understanding of the product's integrity and safety in general.

PARTICIPATION AND EVALUATION MODE

- In-field practical exercises completed by theoretical training;
- User's Manual;
- The Operator Training Course includes a practical and formal evaluation of each and all participants.

DURATION

3 to 7 days depending on stage model.

NUMBER OF PARTICIPANTS

Group limited to four (4) people (per instructor/per stage).

SKILLS & ASSETS

- 1. Leadership.
- Manual dexterity and general technical knowledge.
- Experience in show-business (scenography), or outdoor events.
- 4. Knowledge of mechanics and hydraulics.
- 5. Knowledge or experience in the trucking industry.

CONDITIONS

- The certificate issued in the technician's name is not transferable and remains valid as long as the technician is still active with the operation of the stage.
- Certificates are issued solely by Stageline which reserves the right, at all times, to revoke the certification of any technician if major neglect or mistakes are committed.
- Certified technicians unable to report a minimum pertinent practical operation of the Stageline product in the current year could have their status reexamined. The certification exam might be needed to maintain the validity of the certificate...
- The technician must hold a written record of the set-ups/dismantles accomplished.
- Stageline does not guarantee the participants' success. The instructor may refuse any participant if major negligence or mistakes have been detected which may compromise the group's safety or the product's integrity.

LOCATION

OPTION 1

Training courses are given at the client's chosen location for a specific group. Instructor's expenses: all related costs, such as hotel, transportation and other expenses will be charged to the client. The following will be required throughout the training course:

- · The Stageline equipment;
- · Availability of a truck and driver;
- · Stagehands;
- An adequate site: accessibility, sufficient space and 24-hour security;
- · Classroom and equipment.

OPTION 2

Training courses can be given at Stageline's facilities in L'Assomption, Quebec, for a specific group or individuals. Trainee's expenditures: all related costs, such as hotel, transport and other expenses will be the client's responsibility. Stageline will provide the stage throughout the training course.



TRAINING PROGRAM 2020





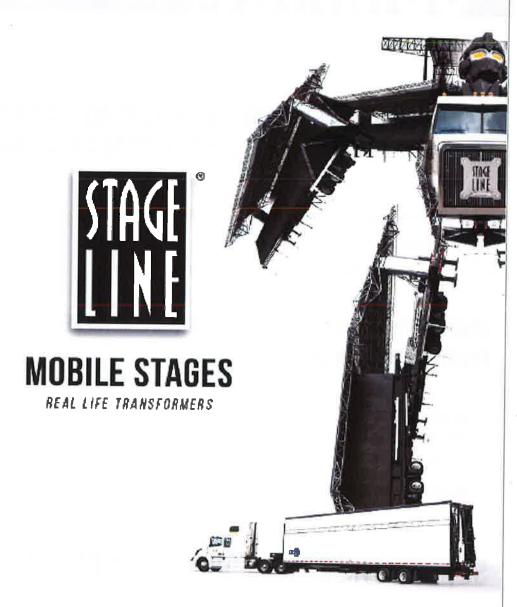
ALL OUR PRODUCTS ARE MANUFACTURED IN A LEED CERTIFIED, GREEN PRODUCTION FACILITY INTEGRATING THE LATEST ENVIRONMENTAL TECHNOLOGIES

- Stageline stages are made of recycled steel (+/- 73%)
- Recyclability of a mobile stage: 80%
- Proven durability of the equipment exceeding 25 years

STAGELINE MOBILE HYDRAULIC STAGES SIGNIFICANTLY REDUCE THE IMPACT OF OUTDOOR EVENTS ON THE ENVIRONMENT

- No cranes, boom trucks or forklifts required for deployment: the unit is self-contained, self-deployable and offers ample cargo capacity
- Only one truck/tractor is needed to move the equipment
- No ground preparation needed before the event: no grading or anchoring needed

SETTING THE STAGE FOR A GREENER FUTURE!



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STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION

PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION LOCAL PROGRAMS DEVELOPMENT OFFICE

SUITE 600, JAMES K. POLK BUILDING 505 DEADERICK STREET NASHVILLE, TENNESSEE 37243-1402 (615) 741-5314

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE GOVERNOR

August 23, 2022

Honorable Gary Chesney Mayor, City of Morristown 100 West First North Street P.O. Box 1499 Morristown, TN 37816-1499

Re: Various sidewalk improvements along SR-34 from Hampton West Boulevard to

Terrace Lane in Morristown Morristown, Hamblen County

PIN:128609.00

Federal Project Number: N/A

State Project Number: 32 LPLM-S3-068 Agreement Number: 190035 Amendment 1

Dear Mayor Chesney

I am attaching an amendment to the original contract. The amendment updates the contract template. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency, and return it to me. Once the amendment is fully executed, we will send a copy to you for your records.

If you have any questions or need any additional information, please contact Taylor M. Lee at 615-532-3166 or taylor.m.lee@tn.gov.

Sincerely,

Kimery Grant

Transportation Manager 2

Kimery Grant

Attachment

286 Return to Agenda

Amendment Number:

1

Agreement Number:

190035

Project Identification Number:

128609.00

Federal Project Number:

N/A

State Project Number:

32LPLM-S3-068

THIS AGREEMENT AMENDMENT is made and entered into this ______ day of _____, 20___ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF MORRISTOWN (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Various sidewalk improvements along SR-34 from Hampton West Boulevard to Terrace Lane in Morristown

The language of Agreement # 190035 dated April 22, 2019 is hereby deleted in its entirety and replaced with the following:

A. PURPOSE OF AGREEMENT

A.1 Purpose:

a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	Agency	Project
Preliminary Engineering by:	Agency	Project
Right-of-Way by:	Agency	Agency
Utility Coordination by:	Agency	Project
Construction by:	Agency	Project

- After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

a) The Agency agrees to complete the herein assigned phases of the Project on or before March 1, 2023. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
 - c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

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B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

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a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible

costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) Misrepresentation:

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) Litigation:

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) Approval by Department:

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) Conflict of Interests:

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) Default:

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department.

Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

a) If the Project provided for herein includes travel compensation, reimbursement to the Agency 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 subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency 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 Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

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D.4 Submission of the Proceedings, Agreements, and Other Documents:

a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement 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.

b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

a) **DBE Policy:**

It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) **DBE Obligation:**

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable

steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) Instructions for Certification - Primary Covered Transactions:

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered

transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement 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;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

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D.14 Title VI – Civil Rights Act of 1964:

a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no 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 Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of it's subcontracts, the following provision:
 - 1) "No 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 Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency 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 Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension,

- continuation, renewal, amendment, or modification of any federal agreement, 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 grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
 - c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials,

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- payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for

which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

304

a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

10.1.1.2.1

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

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- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount Open to Public and Vehicular Traffic

\$1.00 - \$200,000 = 5 Years >\$200,000 - \$500,000 = 10 Years >\$500,000 - \$1,000,000 = 20 Years

b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

a) If the Project is funded with federal funds the following shall apply: The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF MORRISTOWN			STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION
Signature:		9	Signature:
Email: go	chesney@mymorristown.com		Email: TDOT.COMMISSIONER'S.Office@tn.gov
	APPROVED AS TO		APPROVED AS TO
	FORM AND LEGALITY		FORM AND LEGALITY
Signature:		ý	Signature:
Email: lca	arroll@cafllp.law		Email: TDOT.Legal.Attorneys@tn.gov
		F	Signature:
			Email: jeff.c.jones@tn.gov

EXHIBIT "A" for AMENDMENT 1

Agreement #: 190035

Project Identification #: 128609.00

Federal Project #: N/A

State Project #: 32LPLM-S3-068

Project Description: Various sidewalk improvements along SR-34 from Hampton West Boulevard to Terrace Lane in Morristown: Construction and reconstruction of sidewalks, ADA upgrades, drainage improvements, pedestrian signals, and crosswalk striping.

Change in Cost: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

Type of Work: Bicycles and Pedestrian Facilities

Phase	Funding Source	Fed %	State %	Local %	Estimated Cost
PE-NEPA	STA (MMAG)	0	95	5	\$105,000.00
PE-DESIGN	STA (MMAG)	0	95	5	\$17,000.00
CONSTRUCTION	STA (MMAG)	0	95	5	\$686,489.00
CEI	STA (MMAG)	0	95	5	\$120,437.00
TDOT ES	STA (MMAG)	0	95	5	\$5,000.00

Ineligible Cost: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

Legislative Authority: MMAG: N/A

TDOT Engineering Services (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

The City of Morristown

Storm Water Department



Morristown City Council Agenda Item Summary

Date: 9-14-22

Agenda Item:

Prepared by: Michael Poteet

Subject: Multi-Purpose Articulated Compactor

Background / History: The City has a small compactor but needs a larger, better compactor. We have also rented compactors in the past. This is a budgeted item. The quote is from Stowers Cat's, Sourcewell contract.

Findings / Current Activity: This compactor will compact soil and stone in pipe trenches and sinkholes. This will help prevent settling where street are patched.

Financial Impact: Cost of \$35,970.00. This will be paid from Stormwater Fund.

Action options / Recommendations: Approval

Attachments: Change Order



Multi-Purpose Articulated Compactor BMP8500





Water cooled Kubota engine with ECOMODE (Fuel Saver).



Easy installation of standard bolt-on drum extensions increases compactor versatility.



Light weight, dual function cable / radio remote control is easy and safe to operate.

Technical Specifications

✓ Dual function cabled / radio remote

Shipping dimensions in cubic feet (m³) BMP8500

Standard Equipment

control box

amplitude

Articulated steering

Standard dual (2) working widths of 24 and 33.5 inches

1 inch padfoot height High centrifugal force and

2 selectable amplitudes Double exciter system with directed vibration

2 scrapers per drum

Swing out/up covers ✓ Lockable hoods Easy service concept

System

Water cooled Kubota engine with ECOMODE 2 travel speed ranges

Spring-Applied, Hydraulically-Released (SAHR) parking brake ■ Balanced, hinged center lift point

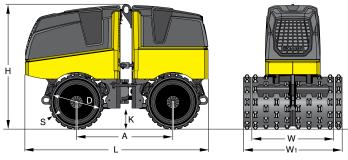
Diagnostic module with failure codes Diesel filter with water separator ■ BOSS - BOMAG Operator Safety

✓ Intelligent Vibration Control (IVC)

77.7







Dimensions in inches (mm)

	Α	D	Н	K	L	S	W	W_1
BMP8500	39.4	20.5	50.2	8.7	74.7	1.0	24.0	33.5
	(1000)	(520)	(1275)	(222)	(1897)	(25)	(610)	(850)

Technical data	BOMAG BMP8500
Weightslbs (kg)Basic Weightlbs (kg)Operating Weight CECElbs (kg)Average axle load CECElbs (kg)	3495 (1585) 3517 (1595) 1811 (822)
Dimensions Working widthin (mm)	24.0/33.5 (610/850)
Driving Characteristics (depending on site conditions) Speed(1), forward / reverse	0-0.8 (0-1.3) 0-1.6 (0-2.5) 55/45
Drive Engine manufacturer and Type Emission Standard Cooling Number of cylinders Performance ISO 9249 hp (kW) Speed rpm Fuel Drive system Drum drive	Kubota D1005 Tier 4 Water 3 19.4 (14.5) 2600 Diesel Hydrostatic Front + Rear
Brakes Service brake	Hydrostatic SAHR
Steering Steering system. Steering method Steering angle +/	Articulated Hydrostatic 32
Vibratory system Vibrating drum Drive system Frequency vpm (Hz) Amplitude in (mm) Centrifugal force lbs (kN)	Front + Rear Hydrostatic 2520 (42) 0.022/0.044 (0.56/1.12) 8000/16000 (36/72)
Capacities	

Technical modifications reserved. Machines may be shown with options.

Fuel gal (I)





6.3 (24)

The City of Morristown

Office of Administration



Date:

September 20, 2022

To:

Mayor and City Council

From:

Tony Cox, City Administrator

Re:

August 23, 2022 Delinquent Tax Sale

A delinquent tax sale was held on August 23, 2022. There were approximately 146 properties listed to be sold. Of these 146 properties, 3 did not receive any bids. These remaining properties primarily owe property maintenance liens and demolition liens.

Pursuant to Council's Policy and Tennessee Statutes, the properties that did not receive a bid, were set to be bid in by the City, so we could become the owner of the properties and resell them to recover as much as possible for the City's investment in mowing and demolishing structures. All three of the properties have a one-year redemption period, so they will have to be held for one year before the City could sell.

Below are listed the properties available from the August 23, 2022 Hamblen County tax sale for your consideration to purchase:

709 Talbott Road

Base bid amount:

\$14,201.00

- 1021 Ridgecrest St

Base bid amount:

\$10,422.92

Total:

\$24,623.92

It should be noted that out of the \$24,623.92, \$19,353.43 will come back to the city in repayment of taxes and lien amounts due to the city (money out, money in), and that the remainder stays with the county for county taxes and fees for handling the sale.

The third parcel that did not sell is the parcel that was advertised for sale as 209 West Second North Street. This is the lot that is adjacent to the old telephone building, that has an address of 203 West Second North Street. The delinquent amounts owed on the old telephone building were inadvertently placed on the adjacent lot. The City Attorney has amended the lien and has submitted an Order to the Court to have the delinquent amount placed on the correct parcel. This parcel will likely be readvertised for sale.

2021 Consolidated Annual Plan Evaluation and Review (CAPER) 7-1-21 to 6-30-22 CDBG program City of Morristown, TN

The Community Development Block Grant (CDBG) Program was enacted in 1974 as the cornerstone of federal investment in our nation's communities. The Act, signed by then-President Gerald Ford, stated that sustained action by all levels of government is necessary to maintain viable urban [and rural] communities.

The CDBG program is one of the Federal government's most effective means to revitalize low and moderate-income communities across the country. CDBG funding supports homeownership, housing rehabilitation, public improvements and economic development projects while encouraging additional local investment. CDBG makes its way into local economies through an extensive network of local organizations and remains a necessary resource for families and communities.

Over 1,200 state and local governments receive annual CDBG funding. Every State, Territory, and Congressional District receives or has access to CDBG funds. The importance of this funding to meet the unique needs of local communities is widely recognized.

Since 1974, the CDBG program is one of the longest continuously run programs at HUD. CDBG has provided critical public services benefitting over 139 million people. The CDBG program has made a difference in the lives of millions of people and their communities.

CDBG entitlement funds and City general funds are utilized to assist the City of Morristown residents with the three national goals of the HUD CDBG program. Those three goals are to provide decent affordable housing, to help create a suitable living environment, and to expand economic opportunities. Leadership begins with the City's elected officials, the approval of the Consolidated Plan and the yearly approval of the Action Plan.

The City of Morristown is an entitlement jurisdiction, receiving an annual allocation of CDBG funds from the U.S. Department of HUD. A requirement of CDBG entitlement communities is the preparation and implementation of a Consolidated Plan for Housing and Community Development and an Annual Action Plan update annually.

The Consolidated Plan for Housing and Community Development is a requirement of the 1990 National Affordable Housing Act and the Community Development Plan, for the U.S. Department of Housing and Urban Development (HUD). A local Consolidated Plan is required

of Entitlement Communities receiving Community Development Block Grant (CDBG) Funds under HUD's housing and service programs related to the needs of low to moderate income persons. This report represents our 3rd year into the Consolidated Plan Year 2019-2023.

The Annual Action Plan is a document that describes the City of Morristown's HUD funded projects and community development related activities that are planned to be conducted within the community in the upcoming fiscal year. These activities must be consistent with the City's 5-year Consolidated Plan. Each year the CDBG program and the proposed allocation of funds are presented during public hearings to allow community members input prior to completion, approval, and submission of the Action Plan.

Each year Entitlement Communities, as designated by HUD, must submit the Annual Action Plan to HUD at least 45 days prior to the beginning of the new fiscal year. The Citizen's Participation Plan assures that local citizens have adequate time to review and comment upon funding proposals within the Action Plan. Any information received during the comment periods, or the public hearings must be attached to the Action plan prior to submittal to HUD. Also, each year, 90 days after the end of the fiscal/program year, entitlements must submit the Consolidated Annual Performance Evaluation and Review (CAPER) report to HUD after the public has had opportunity to review and comment.

The Public Meetings to solicit public input for this CAPER is to be held on September 8, 2022, at 12pm and 5pm, with a final hearing during the City Council meeting on September 20, 2022. A draft of the proposed CAPER was made available to the public on September 2,2022. The final, approved CAPER will be sent to HUD by September 30,2022.

All programs funded by the City of Morristown with CDBG entitlement funds are in accordance with HUD regulations. The City of Morristown's FY 2021-22 funding represents the 18th year of receiving entitlement grant funds. The amount of funding for FY 2021 was \$337,007.00. The 2021 Action Plan funded the following:

Rose Center Repairs	\$115,000.00
Homeowner Rehab/Emergency Repair	\$90,585.00
Façade Economic Development Program	\$50,000.00
MHCS Homeless prevention program	\$10,000.00
TVCH CoC HUD HMIS Program	\$5,000.00
Administration (20%)	\$ <u>66,422.00</u>
TOTAL	\$337,007.00

Project Summaries

Project Title: Rose Center Maintenance/Repair

Project Description: Assist with the replacement/repair of the historic

Rose Center roof.

Priority Need/Local Objective: The need for community

recreation/youth facilities was identified as high priority in the

Morristown 2019-2023 Consolidated Plan. Funding Sources: CDBG- \$115,000.00

Rose Center is Morristown and Hamblen County's community cultural center. The Center offers classes for children and adults, art programs, meeting space for community groups, exhibits, summer programs for youth, and annual event such as the Mountain Makings Festival and the Renaissance Faire. Safety upgrades are to be accomplished through this project. Due to unforeseen circumstances this project has been delayed however the Invitation for Request for Qualifications was issued on August 19,2022 and due by September 6,2022.

National CDBG Eligible Activity	CDBG National Objectives	HUD Matrix Code	CDBG Citation
Category			
Other/ Organizations Non-Residential Historic	LMA	16B	570.202(d)
Preservation			

Project ID	Type of Recipient	Start Date	Completion Date
#5	Local Government	7-1-21	6-30-22

Performance	Proposed	IDIS Activity	Units Upon
Indicator	Annual Units		Completion
n/a	n/a	#121	n/a

Annual Action Plan Performance Measurement

National Performance Measure	National Performance Measure Outcome	Specific Objectives	Proposed Actions	Accomplishment Data by CDBG Program Year	
Objective				Proposed	Actual
Create	Availability/Accessibility	Strengthen	Monitor	n/a	n/a
suitable living		current	through		
environment		services	completion		

Project Title: **Homeowner Rehab** (homeowner rehab, sewer lateral repair and tap fee assistance, emergency repairs, and demolition/clearance activities.)

Project Description: This program includes; homeowner rehab, sewer lateral repair and tap fee assistance, emergency repairs, and demolition/clearance activities.

Priority Need/Local Objective: The need for rehabilitation of single family owner occupied homes and economic development were both identified as moderate level priorities in the Morristown 2019-2023 Consolidated Plan.

Funding Sources: CDBG- \$90,585.00

The City of Morristown continued to utilize the CDBG funds above as part of a multifaceted revitalization project. The program includes; homeowner rehab, sewer lateral repair and tap fee assistance, emergency repairs, and demolition/clearance activities.

Each unit rehabilitated will receive "green" energy conservation measures that exceed local and international codes. This may include, but not be limited to, replacing appliances and heating/air units with energy star rated machines. Windows, insulation, fixtures and lighting will also be upgraded as necessary to exceed energy conservation code.

The Sanitary Sewer Program assists qualified homeowners in paying sanitary sewer system connection fees and repairing laterals. Assistance will be subject to the availability of CDBG funding budgeted

for the Program. The level of Program assistance will be based on household income.

If the household income is classified as:

Low income, the Program grant will be 75 percent of both the single-family connection fee and sewer cleanout fee, and up to \$1,200 of the house service charge;

Very low income, the Program grant will be 100 percent of both the single-family connection fee and sewer cleanout fee, and up to \$1,600 of the house service charge;

The dwelling for which sanitary sewer assistance is provided must be an owner-occupied, single-family residence and be located within the corporate limits of Morristown. The dwelling must not be on the market and homeowners must state their intent to reside in the home for at least one year after sanitary sewer is connected. Homeowner will be responsible for all related expenses not specifically listed in these policies and procedures.

The Emergency Repair Program will assist qualified very-low income homeowners with repairs necessary to correct situations which pose an immediate threat to the health and safety of those who reside in the home. The dwelling must be an owner-occupied, single-family residence and be located within the corporate limits of Morristown.

Eligible emergency repairs include, but are not limited to electrical, roofing, plumbing and HVAC repairs. Foundation repair or replacement is not eligible. The Emergency Repair Program provides grants of up to \$5,000 to pay for approved repairs.

Only one emergency repair grant will be awarded for a dwelling during a five-year period. A home on which emergency repairs are made would remain eligible for the City's Housing Rehabilitation Program, but the cost of any emergency repairs would count against the \$25,000 rehabilitation program cap.

Demolition/clearance activities will be assessed individually on an as necessary basis. Only dilapidated and blighted structures and property will be considered for clearance. Areas that meet the HUD definition of "blighted" will receive priority.

This program will be administered through the Community Development/Planning department and new consultants Knoxville Community Action Center (KCAC) housing

The City of Morristown and KCAC will continue to follow all CDBG regulations in the operation of our housing rehabilitation program. We intended to solve certain local housing problems and in so doing, we will be aware of and follow State, Federal and local laws which apply to our program. The City and KCAC will administer our program in an open, fair and equitable fashion so that contractors, homeowners, and the community at large understand the guidelines under which the

program will operate. The City and KCAC will insure that objectives are met, that each eligible citizen receives a quality job and that the community has benefited from the program.

National CDBG Eligible Activity Category	CDBG National Objectives	HUD Matrix Code	CDBG Citation
Homeowner single unit rehab/emergency repair	LMI	14a	570.202

Project ID	Type of Recipient	Start Date	Completion Date
#1	Local Government	07-01-21	6-30-22

Performance	Proposed	_	Units Upon
Indicator	Annual Units		Completion
Rehab 10 units	10	#117	4

Annual Action Plan Performance Measurement

National Performance Measure	National Performance Measure Outcome	Specific Objectives	Proposed Actions	Accomplis Data by Cl Program Y	OBG
Objective				Proposed	Actual
Create suitable living environment	Availability/Accessibility	Rehab 6 eligible units	Monitor through completion	10	4

Project Title: Façade Program

Project Description: Provide up to 5 exterior renovation grants to

qualifying businesses.

Priority Need/Local Objective: The need for economic development assistance to businesses was identified as a moderate level priority in

the Morristown 2019-2023 Consolidated Plan.

Funding Sources: CDBG- \$50,000 Business owners \$50,000

The Façade Improvement Grant program seeks to encourage downtown and South Cumberland Street building owners and tenants to invest in their Target Area by financially assisting with appropriate exterior renovations to their buildings. The intention is to stimulate building improvements while being mindful of the historical significance and uniqueness of the downtown and South Cumberland structures. Replacing damaged, boarded or bricked-up windows, main level storefront improvements, cornice repair and repainting or removing paint from buildings that have been previously painted is a priority.

The Building Façade Improvement Grant is a reimbursement program and requires that the property or business owner contribute a minimum of 50% of the total cost of the renovation. The maximum grant amount will be \$5,000. Grants will be paid upon successful completion of the project and submission of proper documents.

Grant funds will be disbursed on a first come-first served basis as long as funds are available for the program.

Eligibility

To qualify for the Façade Improvement Grant, the building must be located within the 'Downtown Core', on Buffalo Trail, or South Cumberland St. The applicant must either be the building (property) owner or tenant of the property; however, if the applicant is the tenant, the property owner must provide written permission for any improvements. Exterior building improvements may consist of painting (excluding previously unpainted masonry), paint removal, storefront renovations, window repair/replacement, door repair/replacement, awnings (excluding facades adjacent to the overhead sidewalk system), signage, exterior lighting, masonry repainting, cornice repair/replacement and parapet improvements. Other improvements may be considered upon request. Grant funds may also be used for professional and permit fees. The work to be performed must be necessitated by normal wear and tear over time. It cannot be so substantial as to constitute reconstruction.

Building improvements shall reflect the architectural integrity of the entire building and the neighboring traditional streetscape. The sides of buildings (secondary facades) which are highly visible from nearby streets or public parking areas may be included in and are encouraged to be part of the building improvements. Participants are expected follow the standards set forth in the Crossroads Development District Renovation and Preservation Guidelines.

Administration

The Façade Improvement Grant program will be coordinated by the City of Morristown's Community Development Corporation. Grant

applications will be reviewed by a Grant Review Committee consisting of the City of Morristown's Development Director, CDBG Grant Coordinator, and President of the Downtown Morristown Association and members of the Crossroads Development Partnership Design Committee.

<u>Process</u>

The grant process can be broken down into seven typical steps:

<u>Step 1:</u> Schedule a meeting with the Development Director and City of Morristown Chief Building Official or CDBG coordinator to discuss the proposed building renovations, grant availability and the application process.

Step 2: Develop a documented plan for the project. Improvements should follow the recommendations set forth in the Crossroads Development District's Renovation and Preservation Guidelines. At a minimum, the following information will be required to be submitted with the grant application:

Color photo(s) of the existing building façade(s)

- Elevation drawings or renderings of proposed improvements. Dimensions of changed openings, cornice work, signage, awnings, etc. should be included. Simple window replacement, repair work or painting would not require drawings.
- Samples of paint color(s), illustrative product specifications for windows, lights, awnings, signage, millwork, etc. and information on any proposed cleaning methods.
- At least two estimates for the cost of the work to be completed.

Step 3: Submit a complete grant application with the required attachments.

<u>Step 4:</u> The Grant Review Committee will review the application and make a recommendation. Applications will be reviewed and awarded within one month of submittal.

<u>Step 5:</u> If the applicant needs more time to start their project, he or she must provide a written statement with a reasonable explanation for the extension. Work should be completed as quickly as possible. Any changes necessitated while the project is under construction must be approved by the Grant Review Committee prior to installation. All construction must be done in accordance with applicable codes. It is the responsibility of the building owner, tenant or their designee to obtain any applicable building or sign permits.

Step 6: The renovation is inspected by the Grant Review

Committee to verify that the submitted plan has been followed and construction completed satisfactorily.

Step 7: The applicant will submit a grant payment request letter accompanied by proof of expenses and proof of payment. Grant funds will be paid within 30 days of the approved grant payment request. Appeals

If the grant application was disapproved by the Grant Review Committee, the applicant may resubmit the application after addressing the application deficiencies or appeal the decision. If the applicant chooses to appeal the decision, a letter of appeal and supporting documentation must be sent to the Development Director stating the reason for the appeal. The letter of appeal and supporting documentation will then be forwarded to the Morristown City Council which will review the appeal and make final determination of the grant application. If the application is denied by the City Council, the applicant may resubmit after addressing the initial deficiencies.

National CDBG Eligible Activity	CDBG National Objectives	HUD Matrix Code	CDBG Citation
Category			570.201(c)
Direct financial	LMA	18a	
assistance for			
for-profits			

Project ID	Type of Recipient	Start Date	Completion Date
#2	Local Government	7-1-21	6-30-22

Performance	Proposed	IDIS Activity	Units Upon
Indicator	Annual Units		Completion
# of improved facades	10	#118	7

Annual Action Plan Performance Measurement

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National	National	Specific	Proposed	Accomplishment	
	Performance	Objectives	Actions	Data by CDBG	
				Program Year	

Performance Measure Objective	Measure Outcome			Proposed	Actual
Create suitable living environment	Sustainability	Repair 10 businesses facades	Monitor through completion	10	7

Project Title: (HMIS) Homeless Management Information System

Project Description: This is a computerized data collection application designed to capture client-level information over time on the characteristics and service needs of men, women, and children experiencing homelessness, while also protecting confidentiality in a 12+ county area.

Priority Need/Local Objective: The need for homeless facilities/services was identified as a medium level priority in the Morristown 2019 Consolidated Plan.

Funding Sources: CDBG- \$5,000.00

The HMIS program is designed to aggregate data collected by all users in order to generate an unduplicated count of clients served within a community's system of homeless services. The Tennessee Valley Coalition's HMIS covers an eleven county regional area comprised of Hamblen, Cocke, Jefferson, Sevier, Blount, Monroe, Loudon, Grainger, Claiborne, Union, and Campbell Counties. The HMIS provides up to date information on client characteristics and service utilization. It allows member agencies to track services provided, to network and consult, and to better serve our homeless populations by reducing duplication of services and fraud.

The HMIS Homeless Facilities project National Objective is 'low/mod limited clientele' as the primary beneficiary will be homeless persons. The overwhelming majority of the beneficiaries will be LMI or lower.

The eligible activity category/accomplishment type is 'Public Services'. The specific clientele to be served by this program are at least 51% low/mod income persons.

The Performance Measure Objective_for this program is 'Suitable Living Environment' and the Outcome will be 'Availability / Accessibility' as it increases access or availability to shelter or service that improves the beneficiary's living environment.

The software program tracks the number of individuals served as well as the client and system level activities provided with measurable

results. These Outcome performance indicators will be identified and tracked by the software and reported annually to HUD.

National CDBG Eligible Activity Category	CDBG National Objectives	HUD Matrix Code	CDBG Citation
Public Services	LMLC	05	570.201(e)

Project ID	Type of Recipient	Start Date	Completion Date
#4	Local Government	7-1-21	6-30-22

Performance	Proposed	IDIS Activity	Units Upon
Indicator	Annual Units		Completion
# of clients served	200	#120	194

Annual Action Plan Performance Measurement

National Performance Measure	National Performance Measure	Specific Objectives	Proposed Actions	Accomplise Data by Program	CDBG
Objective	Outcome			Proposed	Actual
Create suitable living environment	Availability/ Accessibility	End chronic homelessness	Monitor # of individuals assisted toward moving out of homelessness	200	194

Project Title: Administration

Project Description: General program administration, project

implementation/ monitoring, training, reporting, adherence to all HUD

regulations.

Priority Need/Local Objective: Planning/Administration Funding Sources: CDBG-\$66,422.00

National CDBG Eligible	National	HUD Matrix Code	CDBG Citation
Activity Category	Objectives	21A	570.206(a)
General			
Program			
Administration			

Project ID	Type of Recipient	Start Date	Completion Date
#6	Local Government	7-1-21	6-30-22

Performance	Proposed	IDIS Activity	Units Upon
Indicator	Annual Units		Completion
n/a	n/a	#122	n/a

Annual Action Plan Performance Measurement

National Performance Measure	National Performance Measure	Specific Objectives	Proposed Actions	Accomplishment Data by CDBG Program Year	
Objective	Outcome			Proposed	Actual
n/a	n/a	n/a	n/a	n/a	n/a

Project Title: Central Services Homeless Prevention Program

Project Description; **Funding** will be utilized for direct client services including rent and mortgage payments to prevent eviction, and emergency utility assistance.

Priority Need/Local Objective: The need for homeless facilities/services was identified as a medium level priority in the Morristown 2019-2023 Consolidated Plan.

Funding Sources: CDBG- \$10,000.00 Central Services \$10,000.00 Morristown Hamblen Central Services, Inc. has a long history of service to the local community that began in the early 1930s. The concept of a centralized agency to serve needy families was a novel idea at the time, but with continued growth and community support, Central Charities expanded to an incorporated 501 (c) 3 in 1969, chartered under the name of Central Services. The agency's property acquisition in 2007 has expanded Central Services into one of the largest community funded social service agencies in the area. The new, larger facility has enabled partnerships with numerous other services and agencies to provide a comprehensive approach to service delivery. With each expansion, Central Services has developed more efficient and effective ways to help needy families in our area without duplication of services.

Central Services receives a significant amount of community support and local funding that enables their programs to exist, but the current economic conditions hinder funding at a time when requests for services are increasing. Evictions, utility terminations and increasing housing deposits are making homelessness more of a reality than ever before.

Funding from the Community Development Block Grant will enable Central Services to strengthen the current services offered by the agency that prevent homelessness. Funding will be utilized for direct client services including rent and mortgage payments to prevent eviction, and emergency utility assistance. Lack of utilities is becoming more of a reason for eviction especially in rental assistance and public housing arenas.

The Central Services Homeless Prevention Program National Objective will be 'low/mod limited clientele' as the primary beneficiary will be homeless persons. The overwhelming majority of the beneficiaries will be LMI or lower.

The eligible activity category/accomplishment type will be 'Public Services'. The specific clientele to be served by this program will be at least 51% low/mod income persons.

The Performance Measure Objective_ for this program will be 'Suitable Living Environment' and the Outcome will be 'Availability /

Accessibility' as it will increase access or availability to shelter or service that will improve the beneficiary's living environment.

National CDBG Eligible Activity	CDBG National Objectives	HUD Matrix Code	CDBG Citation
Category			570.201(e)
Public Services	LMLC	05	

Project ID	Type of Recipient	Start Date	Completion Date
#3	Local Government	7-1-21	6-30-22

Performance	Proposed	IDIS Activity	Units Upon
Indicator	Annual Units		Completion
# of clients served	1000	#119	4519

Annual Action Plan Performance Measurement

National Performance Measure	National Performance Measure	Specific Objectives	Proposed Actions	Accomplishment Data by CDBG Program Year	
Objective	Outcome			Proposed	Actual
Create suitable living environment	Availability/ Accessibility	End chronic homelessness	Monitor # of individuals assisted toward moving out of homelessness	1000	4519

Monitoring of the Community Development **program** includes, but is not limited to, the following:

Five year consolidated plan completion, annual action plan completion, citizen participation plan compliance, consolidated annual performance review, federal expenditure timeliness compliance, quarterly federal cash transaction reports, semi-annual labor department standards report, annual minority business enterprise reports, annual section 3 compliance reports, monthly fair housing compliance, federal Integrated Disbursement and Information System compliance, title VI compliance, CDBG certification, IT security, GAO reporting, online reporting at federal reporting .gov, and daily project review.

Monitoring of Community Development **projects** require, but is not limited to, the following:

Environmental Review, financial reporting, Davis-Bacon Wage rate compliance, federal and local regulatory compliance, equal opportunity/fair housing regulations compliance, HUD national objective compliance, HUD performance measurement framework, contractor review/compliance, sub-grantee monitoring, eligibility requirement monitoring, LMI and federal regulations compliance, lead paint review, and energy star/green building review.

Annual Reports

(A Consolidated Plan for Community Development needs must be completed every 5 years)

Consolidated Annual Performance Evaluation Report (CAPER)

Annual Action Plan (AP)

AP Amendments

HOME grant application

ESG grant application

Federal Timeliness Report

Title VI

Semi Annual Reports

Section 3

HUD Davis-Bacon Labor Dept. report 4710

Minority Business Enterprise report (MBE)

Quarterly Reports

Federal Cash Transaction report (FCT)

Neighborhood Stabilization Program report (NSP)

CDBG-R report (ARRA funds)

Emergency Shelter Grant reports (ESG)

Monthly and Project Reports

HUD Field Office report

Department Summary reports

Environmental Reports
Davis Bacon Payroll reviews
IDIS (Integrated Disbursement and Information System) Federal finance reports, project reports and performance measurement reports.

Fair Housing reports as needed Project set-up and progress reports

