
**CITY OF GALLATIN
COUNCIL COMMITTEE MEETING**

November 13, 2012

6:00 pm

**Dr. J. Deotha Malone
Council Chambers**

- Call to Order: Councilman Hayes Presiding
- Roll Call: Alexander – Camp – Hayes – Garrott – Kemp – Vice Mayor Mayberry – Overton Mayor Graves
- Approval of Minutes: October 23, 2012
- Public Recognition
- Mayor's Comments

AGENDA

1. Ordinance to amend the zoning ordinance by amending property located at 219, 221, and 223 North Water Ave. at the intersection of East Eastland St. from Commercial Services zone district to Core Commercial zone district (**Kevin Chastine, Codes/ Planning**)
2. 500 Steam Plant Road Drainage Improvement Project (**Kevin Chastine, Codes/ Planning**)
3. Emergency purchase notification (**Rachel Nichols, Finance**)
4. Inter-local Cooperation Agreement – Sumner Emergency Communications (**Don Bandy, GPD**)
5. Resolution in support of an Application for Fastrack Infrastructure Development Program Funds (**EDA, James Fenton**)
6. Albert Gallatin Ave/Hatten Track Road Extension (**Nick Tuttle, Engineering**)
7. Fire Rescue Boat to assist in CBRNE Responses (**Billy Crook, GFD**)
8. Davis Drive traffic calming (**Nick Tuttle, Engineering**)

- Other Business
- Department Head Reports
- Adjourn

City of Gallatin
Council Committee Meeting

Tuesday, October 23, 2012
Dr. J. Deotha Malone Council Chambers
Gallatin City Hall

PRESENT:

Mayor Jo Ann Graves
Vice Mayor Ed Mayberry
Councilman John D. Alexander
Councilman Jimmy Overton
Councilman Steve Camp
Councilwoman Anne Kemp
Councilman Tommy Garrott
Councilman Craig Hayes

ABSENT:

OTHERS PRESENT:

Rosemary Bates, Special Projects Director
David Gregory, Public Utilities Director
Dave Crawford, Personnel
Ronnie Stiles, Public Works
Connie Kittrell, City Recorder
Ann Whiteside, Mayor's Office
Katherine Schoch, Asst. Dir. Codes/Planning

Rachel Nichols, Finance Director
Tommy Dale, Assistant Fire Chief
Don Bandy, Police Chief
David Brown, Leisure Services
Nick Tuttle, City Engineer
Gallatin Newspaper, Reporter
News Examiner, Reporter

Councilman Tommy Garrott called the meeting to order.

Approval of Minutes

Councilman Garrott presented the minutes of the October 9, 2012 Council Committee Meeting for approval.

Councilman Alexander made motion to approve; Councilman Overton seconded. Motion carried with 7 ayes and 0 nays.

Public Recognition

Councilman Garrott opened public recognition.

- Billy Ward Carver, 870 Newton Lane stated there had been a city water line break that caused damages to his property. Mr. Carver explained the necessary renovations and their costs are in excess of \$17,000. Mr. Carver requested assistance from the city on these expenses.

Public Utilities Director David Gregory stated this matter had been turned over to City Attorney Joe Thompson.

Council asked Mr. Carver to return in three (3) weeks and Mr. Thompson can give them current information on this issue at that time.

Mr. Carver requested the following paragraph be included in the minutes:

“We spoke with Mr. David Ragsdale of Servpro. His office is located at 730 Airport Road in Gallatin, TN. Their phone number is 615-822-0200. He confirmed that he was instructed to bill the city as they have taken responsibility for the damage at the risk. Mr. Ragsdale stated that he had spoken with the City’s attorney, 615-452-1389, who confirmed the utility was responsible.”

- Randy Lucas, representing the Community Development Corporation of First Baptist Church-Winchester, asked for city assistance on a clean-up project for West Eastland, Hatten Track and Blythe Street areas.

Councilwoman Kemp made motion to approve; Councilman Camp seconded. Motion carried; 7 ayes and 0 nays with the stipulation of no building materials to be picked-up.

- Gallatin Chamber of Commerce Director Paige Brown requested city services for the upcoming Christmas Parade on December 8th.

Councilman Overton made motion to approve; Vice Mayor Mayberry seconded. Motion carried with 7 ayes and 0 nays.

Ms. Brown showcased the 2012 Christmas Ornament that will be on sale this year.

Committee Meeting
October 23, 2012

- Patrick Reeners spoke about the fluoride content in our city drinking water and asked council to establish a committee to make sure the city is in compliance with the proper standards.

Council discussed.

Mayor's Comments

Mayor Graves had no comments.

Agenda

1. Discussion of 2012/2013 Annual Budget Ordinance

There was heavy discussion on bonds, road projects, the paving list, drainage projects, the rainy day fund and money coming back to the budget when the books are closed.

Council also discussed the urgency of adopting a budget.

2. Discussion of Town Creek Greenway and establishment of Guidelines for Council Review of Greenway Project

Council discussed having more involvement in the Greenway construction.

3. Update on Sign Ordinance

Katherine Schoch Assist. Director of the Codes/Planning Department passed out the final draft of the amended sign ordinance. Ms. Schoch stated there will be a special called joint work session with the Planning Commission and the City Council on November 12th at 5:00 P.M. in the Council Chambers.

4. Tennessee State Route 109 Corridor Management Agreement

Mayor Graves stated the State is requesting Council sign the agreement for SR 109.

Council discussed city representation on the committee and asked Mayor Graves to check on that and report back.

Other Business

There was no other business discussed.

Committee Meeting
October 23, 2012

Department Head Reports

There were no department head reports.

Adjourn

With no further business to discuss, Councilman Garrott adjourned the meeting.

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

NOVEMBER 13, 2012

DEPARTMENT: CODES/PLANNING

AGENDA # \

SUBJECT:

Ordinance #O1210-60 amending the zoning Ordinance of the City of Gallatin, Tennessee by amending property located at 219, 221, and 223 North Water Avenue, at the intersection of East Eastland Street, from Commercial Services (CS) zone district to Core Commercial (CC) zone district.

SUMMARY:

Applicant requests amending Commercial Services (CS) 0.74 (+/-) acres to Core Commercial (CC) zone district. S.B.E. Tax Map #126C/C/Parcel 001.00 and 002.00, located at 219, 221, 223 North Water Avenue at the intersection of East Eastland Street. This rezoning was recommended at the October 22, 2012 Planning Commission meeting.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

ORDINANCE NO. 01210-60

ORDINANCE AMENDING ZONING ORDINANCE OF THE CITY OF GALLATIN, TENNESSEE BY AMENDING COMMERCIAL SERVICES (CS) ZONE DISTRICT TO CORE COMMERCIAL (CC) ZONE DISTRICT – 0.74 (+/-) ACRES, BONNIE CHANDLER, OWNER, S.B.E. TAX MAP #126C/C/PARCEL 001.00 AND 002.00 - LOCATED AT 219, 221, AND 223 NORTH WATER AVENUE, AT THE INTERSECTION WITH EAST EASTLAND STREET.

WHEREAS, the Gallatin Municipal-Regional Planning Commission, pursuant to Section 15.07.040 of the Gallatin Zoning Ordinance has reviewed and recommended approval of this amendment in GMRPC Resolution No. 2012-90, attached hereto as Exhibit A; and

WHEREAS, notice and public hearing before the Gallatin City Council has or will occur before final passage of this amendment pursuant to Section 15.07.060 of the Gallatin Zoning Ordinance.

NOW THEREFORE BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE as follows:

1. The Gallatin City Council hereby concurs with the recommendations of the Gallatin Municipal-Regional Planning Commission has reviewed and recommended approval of this amendment in GMRPC Resolution No. 2012-90, attached hereto as Exhibit A; and
2. That based upon recommendation of approval by the Gallatin Municipal-Regional Planning Commission, public notice, and after public hearing in compliance with Section 15.07.060 of the Gallatin Zoning Ordinance, the zone of the real property described in Exhibit C, attached hereto, and further defined in Exhibit D, Rezoning Exhibit for Bonnie Chandler Property, shall be amended from the regular zoning district of Commercial Services (CS) zone district to Core Commercial (CC) zone district.
3. In accordance with Section 15.07.080 of the Gallatin Zoning Ordinance, the official zoning map of the City of Gallatin, Tennessee, shall, upon the effective date of this ordinance, be amended to reflect the zoning changes herein made.

BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that this Ordinance shall take effect upon final passage, the public welfare requiring such.

PASSED FIRST READING:

PASSED SECOND READING:

MAYOR JO ANN GRAVES

ATTEST:

CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

JOE H. THOMPSON
CITY ATTORNEY

EXHIBIT A

GMRPC Resolution No. 2012-90

RESOLUTION RECOMMENDING APPROVAL OF ORDINANCE NO. O1210-60 TO THE GALLATIN CITY COUNCIL - AMENDING ZONING ORDINANCE OF THE CITY OF GALLATIN, TENNESSEE BY AMENDING COMMERCIAL SERVICES (CS) ZONE DISTRICT TO CORE COMMERCIAL (CC) ZONE DISTRICT – 0.74 (+/-) ACRES, BONNIE CHANDLER, OWNER, S.B.E. TAX MAP #126C/C/PARCEL 001.00 AND 002.00 - LOCATED AT 219, 221, AND 223 NORTH WATER AVENUE, AT THE INTERSECTION WITH EAST EASTLAND STREET – PC0042-12

WHEREAS, THE CITY OF GALLATIN MUNICIPAL-REGIONAL PLANNING COMMISSION considered the rezoning request submitted by the applicant, Blue Ridge Surveying, Inc. at its regular meeting on October 22, 2012; and

WHEREAS, THE CITY OF GALLATIN MUNICIPAL-REGIONAL PLANNING COMMISSION has reviewed the application materials and supporting documentation submitted by the applicant, the analysis, findings and recommendations presented by City Staff and in the Planning Commission Staff Report, attached as Exhibit A, and evidence and testimony presented during the meeting.

NOW THEREFORE BE IT RESOLVED BY THE GALLATIN MUNICIPAL-REGIONAL PLANNING COMMISSION as follows.

Section 1. The Gallatin Municipal-Regional Planning Commission in its deliberations makes the following findings pursuant to TCA § 13-3-103 and 13-4-102:

1. This zoning amendment is in agreement and consistent with the recommendations of the General Development and Transportation Plan for the area.
2. It has been determined that the legal purposes for which zoning regulations exists are not contravened.
3. It has been determined that there will not be an adverse effect upon adjoining property owners or any such adverse effect can be justified by the public good or welfare.
4. It has been determined that no one property owner or small group of property owners will benefit materially from the change to the detriment of the general public.

Section 2. Action – The Gallatin Municipal-Regional Planning Commission hereby recommends approval of the zoning amendment to the Gallatin City Council with the following conditions:

1. The applicant shall submit a copy of the signed affidavit that property owners have been notified by mail once letters are mailed. The deadline to mail the letters is 15

EXHIBIT A

- days before the Public Hearing is held at City Council (not counting that date).
2. The applicant shall submit fourteen (14) copies of the rezoning exhibit to the Codes/Planning Department.

BE IT FURTHER RESOLVED BY THE CITY OF GALLATIN, TENNESSEE MUNICIPAL-REGIONAL PLANNING COMMISSION that this resolution shall take effect from and after its final passage, the public welfare requiring such.

IT IS SO ORDERED.

PRESENT AND VOTING

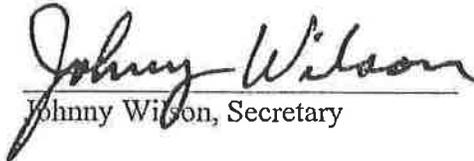
AYE: 6

NAY: 0

DATED: 10/22/12

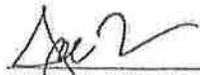


Dick Dempsey, Chairman



Johnny Wilson, Secretary

APPROVED AS TO FORM:



JOE N. THOMPSON
CITY ATTORNEY

EXHIBIT A

ATTACHMENT 3-3

LEGAL DESCRIPTION

BEING located in the 3rd Civil District of Sumner County, Tennessee, being located southeasterly of the North Water Avenue and East Eastland Street intersection and being all of the Bonnie Chandler Property as recorded in Record Book 2226, Page 59, in the Register's Office of Sumner County, Tennessee and being more particularly described as follows:

BEGINNING at a new iron pin monument in the southerly right-of-way of East Eastland Street, said monument also being a northwesterly corner common to Lot 20 of Lane Subdivision as recorded in Deed Book 110, Page 388, in the Register's Office of Sumner County, Tennessee;

Thence leaving said southerly right-of-way of East Eastland Street and continuing along with the westerly line of Lots 20, 15, 14 and 11 of Lane Subdivision with the following two calls: S 17°22'30" E a distance of 161.35' to a new iron pin monument;

Thence S 17°22'30" E a distance of 50.00' to a new iron pin monument, said monument being the northeasterly corner common to the Richard and Ann Boussie Property as recorded in Record Book 3582, Page 585, in the Register's Office of Sumner County, Tennessee;

Thence leaving Lot 11 of Lane Subdivision and continuing along with the northerly line of the Richard and Ann Boussie Property, S 72°10'06" W a distance of 193.34' to a new brass disk monument in the easterly right-of-way of North Water Avenue;

Thence leaving said Richard and Ann Boussie Property and continuing along with the easterly right-of-way of North Water Avenue the following two calls: N 18°19'45" W a distance of 50.00' to a new iron pin monument;

Thence with a curve turning to the left with an arc length of 64.94', with a radius of 418.10', with a chord bearing of N 26°04'06" W, with a chord length of 64.88', to a new brass disk monument, said monument being the southerly right-of-way of East Eastland Street;

Thence leaving said easterly right-of-way of North Water Avenue and continuing along with the southerly right-of-way of East Eastland Street, N 46°47'21" E a distance of 226.63' to a new iron pin monument, which is the point of beginning, having an area of 32,323 square feet, 0.74 acres more or less.

All bearings based on Tennessee State Plane (NAD 83)

This description was prepared by Blue Ridge Surveying, Inc., certified by Brian M. Reifschneider RLS #2487, and dated September 24, 2012.

EXHIBIT C

PC0042-12

**ITEM 3
10/22/12 GMRPC MEETING**

Public Comment

Applicant requests approval to rezone 0.74 (+/-) acres from Commercial Services (CS) Zone District to Core Commercial (CC) Zone District. The property is located at 219, 221, and 223 North Water Avenue. (PC0042-12)

Attachment 3-1 Rezoning Exhibit
Attachment 3-2 Rezoning Ordinance NO. O121Ø-60
Attachment 3-3 Legal Description of Property

ANALYSIS

The applicant is requesting to rezone 0.74 (+/-) acres from Commercial Services (CS) Zone District to Core Commercial (CC) Zone District. The property is located at 219, 221, and 223 North Water Avenue, at the corner of East Eastland Street. The property is currently zoned Commercial Services (CS) and the existing uses are General Retail Sales and Service, and Financial, Consulting and Administrative, which are permitted uses within the CS zone district. If the rezoning request is recommended and approved, these uses will be maintained and would also be permitted under the CC zone district classification. A portion of the property along East Eastland Street is located within a flood hazard area, Zone AE. Any new structure(s) located within the floodplain is required, by the Gallatin Zoning Ordinance, to be built one (1) foot above the base flood elevation.

Gallatin on the Move 2020 General Development and Transportation Plan

The *Gallatin on the Move 2020 General Development and Transportation Plan* identifies these parcels on the Community Character Area Map as the Downtown Community Character Area. The Downtown Character Area lists primary land uses as commercial, office, and retail. According to the *Gallatin on the Move 2020 General Development and Transportation Plan*, the requested zone district of Core Commercial is an applicable zone district for the Downtown Community Character Area. Staff is comfortable that the proposed use for this property meets the overall intent of *Gallatin on the Move 2020 General Development and Transportation Plan*.

Adjacent Zoning

Currently, the property at 219, 221, and 223 North Water Avenue is .74 acres and zoned Commercial Services (CS). The applicant is wishing to rezone the property to Core Commercial (CC) so that a former building can be rebuilt up to the roadway like it was and match other buildings in the downtown area. Additionally, the home that stands on Parcel 126C/C/002.00 may have to be razed at some point in the future due to structural issues and the property owners would prefer to build a more traditional building similar to those around the public square.

The subject property is bordered by Commercial Services zoned property to the south and east. East Eastland Street and Town Creek borders the property to the north. The properties across North Water Avenue, to the west, are zoned Core Commercial. Due to Core Commercial properties being located across North Water Avenue and the zoning change will not substantially restrict or enhance the permitted uses currently available to this property under the Commercial

EXHIBIT A

Services zone district, Staff supports the applicant's request to rezone the property from CS to CC.

Departmental Comments

All other departmental comments have been satisfied.

RECOMMENDATION

Staff recommends that the Planning Commission recommend approval of the rezoning request to the Gallatin City Council with the following conditions:

1. The applicant shall submit a copy of the signed affidavit that property owners have been notified by mail once letters are mailed. The deadline to mail the letters is 15 days before the Public Hearing is held at City Council (not counting that date).
2. The applicant shall submit fourteen (14) copies of the rezoning exhibit to the Codes/Planning Department.

Tony Allers
Director

CITY OF GALLATIN, TENNESSEE
Gallatin Codes/Planning Department

Katherine Schoch
Assistant Director

Project Comments

EXHIBIT A

Meeting Date: 10/22/2012

RE: BONNIE M. CHANDLER PROPERTY, ACTIVITY, Rezoning without PMDP

Reference #: PC0042-12

Department of Public Utilities

Review Date: 09/27/2012

No problems for water, sanitary sewer or natural gas utilities.

Planning Department

Codes/Planning Department Project Manager: Kevin Chastine

Review Date: 10/3/12

1. Correct Note Number 2 to list the following uses as both existing and proposed uses: - General Retail Sales and Service, - Financial, Consulting, and Administrative, - Dwelling: One-Family Detached.
2. Property is located in downtown community character area in the Gallatin On the Move 2020 Plan. Plan recommends re-development and infill opportunities that respect traditional development patterns and architectural styles.
3. Show floodplain/floodway line.
4. Submit sixteen (16) corrected, folded copies of the resubmittal documents (1 full size and 15 half size if original plans are greater than 18 x 24), and 16 architectural elevations if needed.
Submit digital copies of plans and supporting information/correspondence pertaining to this project in the following formats: DGN or DWG file (MicroStation version "J" software) of subdivision plats, site plans, PMDP, and FMDP. Submit PDF files of all pages of subdivision plats, site plans, PMDP, and FMDP and submit PDF files of all supporting documents and correspondence. Label file formats on CD.
5. Submit a detailed response letter addressing all departmental review comments.
6. RETURN CHECKPRINT & CHECKLIST
7. Resubmittal documents must be turned in to the Codes/Planning Department by 4:30 PM on Thursday, 10/11/2012.
8. Resubmittals must include the above information in order to be considered a complete resubmittal.

Codes Department

Review Date: 09/28/2012

No comments

Tony Allers
Director

CITY OF GALLATIN, TENNESSEE
Gallatin Codes/Planning Department

Katherine Schoch
Assistant Director

Engineering Division
Review Date: 10/03/2012
No comments

EXHIBIT A

Fire Department
Review Date: 10/04/2012
This office has no comments at this time.

Police Department
Review Date: 09/26/2012
Reviewed: no comments

Gallatin Department of Electricity
Review Date: 09/28/2012
O.K.

Sumner County, E-911
Review Date:
N/A

Industrial Pre-treatment Department
Review Date:
N/A



City of Gallatin, Tennessee

Codes/Planning Department

Gallatin Municipal-Regional Planning Commission
ACTION FORM
REVISED

DATE: October 29, 2012

TO: Mr. Brian Reifschneider
Blue Ridge Surveying
231 Witherspoon Ave.
Gallatin, TN 37066

FROM: Gallatin Codes/Planning Department

RE: October 22, 2012: Gallatin Municipal-Regional Planning Commission Meeting
Rezoning without Preliminary Master Development Plan: PC File #0042-12

At the above referenced meeting, the request for approval of a rezoning from CS to CC was:

- RECOMMENDED
 RECOMMENDED WITH CONDITIONS
 NOT RECOMMENDED
 DEFERRED

Conditions of Approval:

1. The applicant shall submit a copy of the signed affidavit that property owners have been notified by mail once letters are mailed. The deadline to mail the letters is 15 days before the Public Hearing is held at City Council (not counting that date).
2. The applicant shall submit fourteen (14) copies of the rezoning exhibit to the Codes/Planning Department.

Additional Requirements:

- COUNCIL SUBMITTAL: No additional plans are needed if no changes are being made to the plan at this time.
- CITY COUNCIL APPROVAL
- Council Committee 11/13/12
 - 1st Reading at City Council: 12/4/12
 - Ad runs for Public Hearing by Codes/Planning Department: 12/26/12
 - Public Hearing at City Council: 1/15/13
 - 2nd Reading at City Council: 2/5/13



EXHIBIT A

City of Gallatin, Tennessee

Codes/Planning Department

cc: Mayor Jo Ann Graves
Mr. Joe H. Thompson, City Attorney
Linda Bradford
PC File #0042-12

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

November 13, 2012

DEPARTMENT: **Planning**

AGENDA # **2**

SUBJECT:

500 Steam Plant Road Drainage Improvement Project

SUMMARY:

As the Council is aware, the 500 Steam Plant Road drainage improvement project is among the top priorities Council chose to address after the floods of 2010. The City applied for and received a grant in the amount of \$1,000,000.00 for the project. The grant funding pays for relocation of the residents of 500 Steam Plant Road and acquisition of the properties - both the manufactured homes and the land. The grant requires a match of \$125,000.00 from the City; \$125,000.00 from the State; and FEMA pays the remaining \$750,000.00.

The firm hired by the City to process the relocation and acquisition has reached the stage where it will require checks from the City to pay residents and property owners for relocation and real property.

The City began the continuation budget with its match of \$125,000.00 that can be used for this project. However, the City must appropriate the remaining \$875,000.00, which it cannot do because the City is still in a continuation budget. The City will be reimbursed for the \$875,000.00.

The work of the relocation and acquisition specialists is governed by the Federal Uniform Relocation Act. Segments of the work are time-sensitive. If the City is not able to cut the checks, some of the work will have to be redone and will add to the costs of the project.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

ORDINANCE NO. 01204-31

ORDINANCE APPROPRIATING FUNDS FROM THE COLES FERRY DRAINAGE
PROJECT TO THE 500 STEAM PLANT ROAD FEMA PROJECT

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of
\$125,000 is hereby appropriated from the funds previously appropriated for the Coles Ferry
Road drainage project, account #11043000-912, to account #31141100-911 for the FEMA
Mitigation Project at 500 Steam Plant Road; and

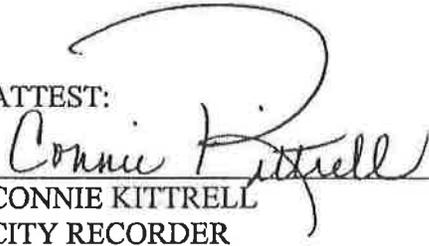
BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that this
ordinance shall take effect from and after its final passage, the public welfare requiring such.

PASSED FIRST READING: April 17, 2012.

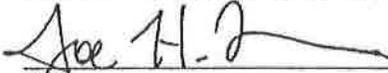
PASSED SECOND READING: June 5, 2012


MAYOR JO ANN GRAVES

ATTEST:


CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:


JOE H. THOMPSON
CITY ATTORNEY

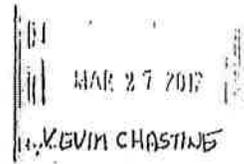
U.S. Department of Homeland Security
FEMA Region IV
3403 Chambliss Tucker Road
Atlanta, GA 30341



FEMA

March 9, 2012

Mr. James Bassham, Director
Tennessee Emergency Management Agency
3041 Sidco Drive
Nashville, Tennessee 37204-1502



Attention: Ms. Judith Huff, State Hazard Mitigation Officer

Reference: Hazard Mitigation Grant Program (HMGP) Project DR-1909-0057
City of Gallatin Acquisition/Demolition - 500 Steam Plant Road

Dear Mr. Bassham:

The project referenced above has been approved for a total cost of \$1,000,000 with a Federal share of \$750,000. The project non-federal share of \$250,000 will be equally shared by the City of Gallatin and the State of Tennessee.

The following is the approved Statement of Work (SOW) for the above referenced project:

To acquire and demolish twenty three (23) substantially damaged residential properties located at 500 Steam Plant Road, in Gallatin, Tennessee:

OWNER NAME	ADDRESS	UNIT	CITY	ZIP
BANTIAGO, MIGOEL ANGEL		Unit 28	GALLATIN	37088
BRAVO, ALBERTO		Unit 28	GALLATIN	37088
CAMARILLO, LUIS ROCKY		Unit 8	GALLATIN	37088
CASAS, MARTHA CECILIA		Unit 34	GALLATIN	37088
CUAQUETZALE, JOAQUIN		Unit 11	GALLATIN	37088
GODINEZ, JOSE ISABEL		Unit 6	GALLATIN	37088
GONZALEZ, FELICITA		Unit 18	GALLATIN	37088
GORDILLA, JAVIER		Unit 32	GALLATIN	37088
GORDILLO, DARINEL		Unit 44	GALLATIN	37088
HILBURN, KEOTA		Unit 42	GALLATIN	37088
JOSE, TONYA		Unit 10	GALLATIN	37088
LADEROS, SILVINO		Unit 47	GALLATIN	37088
MARROQUIN, AVIDA GOMEZ		Unit 24	GALLATIN	37088
MARTINEZ TOVAR, LAURA		Unit 2	GALLATIN	37088
ORTETA, ALBERTO		Unit 36	GALLATIN	37088
OTERO, LAURA LEE		Unit 12	GALLATIN	37088
PROPERTIES,LLC, HRRW	896 NASHVILLE PIKE Ste 301		GALLATIN	37088
REYES, PRIMITIVO		Unit 21	GALLATIN	37088
RODRIGUEZ, GABRIELA		Unit 40	GALLATIN	37088
ROJAS, MARIBEL CANO		Unit 20	GALLATIN	37088
ROSALES, FLORINDA		Unit 17	GALLATIN	37088
VILCHIS, GENOVEVA		Unit 16	GALLATIN	37088
VILCHIS, GENOVEVA		Unit 14	GALLATIN	37088

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

APRIL 10, 2012

DEPARTMENT: CODES/PLANNING

AGENDA # 3

SUBJECT:
FEMA Hazard Mitigation Grant for 500 Steam Plant Road.
Ordinance #O1204-31

SUMMARY:
The City has received a notification of approval regarding our application for a FEMA Hazard Mitigation Grant for 500 Steam Plant Road. The letter from FEMA is attached as well as an ordinance related to the project.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

11/13/2012

DEPARTMENT: Finance/I. T.

AGENDA # 3

SUBJECT:
emergency purchase

SUMMARY:
emergency purchase notification

RECOMMENDATION:
approval

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

November 13, 2012

DEPARTMENT: POLICE

AGENDA # 4

SUBJECT:

Inter-local Cooperation Agreement Sumner Emergency Communications

SUMMARY:

Inter-local Cooperation Agreement was brought before council August 2011. It passed as R1107-35 and was signed by Mayor. There have been modifications to the original agreement, per City Attorney; new resolution needs to be prepared before it can be signed by the Mayor.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

RESOLUTION APPROVING AGREEMENT BETWEEN CITY OF GALLATIN AND SUMNER
EMERGENCY COMMUNICATIONS DISTRICT

WHEREAS, the City and the Sumner Emergency Communications District desire to conduct certain operations related to emergency communications jointly as contemplated by T.C.A. § 12-9-104; and

WHEREAS, the conduct of certain operations under the agreement will enhance the ability of the City of Gallatin to promote and protect public health, safety, and welfare;

NOW THEREFORE BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE that the Mayor be and hereby is authorized to execute the agreement attached to this resolution as Exhibit A.

BE IT FURTHER RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, that this resolution shall take effect from and after its final passage, the public welfare requiring such.

IT IS SO ORDERED:

PRESENT AND VOTING:

AYE: _____

NAY: _____

DATED: _____, 2012.

MAYOR JO ANN GRAVES

ATTEST:

APPROVED AS TO FORM:

CONNIE KITTRELL
CITY RECORDER

JOE H. THOMPSON
CITY ATTORNEY

**State of Tennessee
County of SUMNER**

**INTERLOCAL COOPERATION AGREEMENT
FOR
EMERGENCY COMMUNICATIONS
BETWEEN SUMNER EMERGENCY COMMUNICATIONS DISTRICT
AND
CITY OF GALLATIN, TENNESSEE**

Pursuant to T.C.A. § 12-9-104 (2004), this Joint Powers Agreement for Emergency Communications (the "Agreement") is entered into between and among the **CITY OF GALLATIN** (the "CITY"), a political subdivision of the State of Tennessee, and SUMNER Emergency Communications District (the "District"), a municipality and public corporation created and established pursuant to T.C.A. § 7-86-101, *et seq.*

WHEREAS, the District was established for the purpose of providing a system of emergency communications whereby a caller dialing 9-1-1 would immediately be connected to a public safety answering point that would quickly and efficiently assure that the appropriate emergency responders were notified;¹ and

WHEREAS, such a system results in the saving of life, a reduction in the destruction of property, quicker apprehension of criminals and ultimately the saving of money;² and

WHEREAS, the District was established as a statutory municipality or public corporation in perpetuity, authorized to fund its operations through a bona fide emergency telephone service charge on all service users within its borders, whether business or residential, public or private, profit making or not-for-profit, including governmental entities,³ and

WHEREAS, the **CITY** and the District desire to conduct certain operations related to emergency communications jointly as contemplated by T.C.A. § 12-9-104 (2004); and

WHEREAS, the Gallatin City Council authorized the execution of this Agreement on August 2, 2011, by passage of Resolution No. R1107-35, and authorized the Mayor to execute this Agreement on behalf of the City: and

WHEREAS, the District, acting by and through its Board of Directors, authorized the execution of this inter-local agreement between the **CITY** and the District.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

¹ See Tenn. Code Ann. § 7-86-102(a).

² See *id.*

³ See Tenn. Code Ann. § 7-86-106.

1. Purpose. This Agreement is for the purpose of establishing the manner, terms and conditions by which the CITY and the District shall jointly provide 9-1-1 services in the area served by the District. For purposes of this agreement "9-1-1 service" means 9-1-1 service and wireless enhanced 9-1-1 services as those terms are defined in Tenn. Code Ann. § 7-86-103.

2. Cooperative & Funding Agreement.

The District hereby agrees to provide the following operational aspects of 9-1-1 services in the area served by the District:

1. The books and training material for the dispatchers to meet the STATE ECB STANDARDS.
2. The books and training material for a training supervisor.
3. Will manage the MSAG/9-1-1 database.
4. Provide addressing, mapping and GIS services that are 911 related.
5. Provision and maintenance 9-1-1 equipment approved by the 911 board which includes, controller/telephone systems, logging recorders, UPS, GIS mapping systems, CAD and RMS purchased by the District and approved by the State ECB.
6. Provision of an Emergency Communications District Director to manage the District office.

The City hereby agrees to provide the following operational aspects of 9-1-1 services in the District:

1. Call takers and Dispatch skilled personnel that meet the STATE ECB STANDARDS.
2. Dispatch operation to operate 24 hours per day, 7 days per week, and 365 days per year without interruption which accurately determines what resources are required for each emergency and which dispatches those resources in a timely fashion.

3. Funding and Responsibilities.

The District shall fund the following aspects of 9-1-1 service:

1. All District responsibilities enumerated in Paragraph 2(a)(1) & (2) of this Agreement.
2. Reimbursement for dispatcher training covered under the State ECB Dispatcher Training Grant. All training must meet State ECB regulations to be funded. Reimbursements will be given upon availability and approval from State ECB.
3. All Districts responsibilities enumerated in Paragraph 2(a) of this Agreement for two (2) seats at the City.

The City shall fund the following aspects of 9-1-1 services:

1. City facility space and furniture.
2. City dispatching / call taking radios and generators.

3. Insurance on equipment being provided by the ECD to include recorder and attached list of equipment. In the event any of the equipment provided by the ECD has to be replaced by insurance, the new equipment will remain the property of the ECD.
4. Payroll and benefits of the City dispatchers.
5. Attendance by at least one representative at fifty (50%) plus one (1) of the User Committee Meetings during a twelve month period.

The parties hereby acknowledge that, consistent with T.C.A. § 7-86-306(a)(1), reimbursements by the Tennessee Emergency Communications Board are subject to availability of funds.

4. State and Federal Compliance. The Parties hereby agree to fully comply with the applicable Policies, Orders, Regulations and Revenue and Operational Standards of the Tennessee Emergency Communications Board, the applicable rules, regulations and orders of the Federal Communications Commission and applicable federal and state laws in the performance of this agreement.

5. Term. The Parties hereby agree that this agreement shall continue until June 30, 2016.

6. Nondiscrimination. The parties hereby agree, warrant and assure that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the performance of this agreement on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, or Tennessee state constitutional or statutory law.

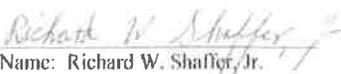
7. Severability. If any of the terms and conditions of this contract is held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this agreement are declared severable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____ day of _____, 20____.

For the **CITY OF GALLATIN**

Name: JO ANN GRAVES
Title: MAYOR

For the **DISTRICT:**



Name: Richard W. Shaffor, Jr.
Title: 9-1-1 Director

ATTEST:

CONNIE KITTRELL, CITY RECORDER

APPROVED AS TO FORM:

JOE H. THOMPSON, CITY ATTORNEY

Deliverable	Description	GLTN
911-Inc. Deliverables		
683-U	Genovation Keypad USB	0
911-Wrksta Support Kit	Workstation Support Hardware (TDD, IRR)	2
911-SIparator19	SIParator 19	0
911-Gateway	Audio Codes Mediant 1000	0
700461213	IP PHONE 9650 CHARCOAL GRY	2
700448558	S8800 1U APPL SRVR AES	0
700432487	Avaya Gateway	0
700407810	S8300D SERVER	0

Infranet Deliverables

Cisco 1941 Security Bundle	Cisco 1941 Security Bundle w/SEC license PAK	1
CISCO1941-SEC/K9	Cisco SMARTnet 8x5xNBD "SNT" Service for Part # CISCO1941-SEC/K9 - 5Yr	1
Cisco Console Cable	Cisco Console Cable 6ft with RJ45 and DB9F	1
Cisco Console Cable	Cisco Console Cable 6 ft with USB Type A and mini-B	1
Cisco Eight port 10/100/1000 Ethernet switch interface card	Cisco Eight port 10/100/1000 Ethernet switch interface card w/PoE	1
Cisco 1GB USB Flash Token	Cisco 1GB USB Flash Token	1
Cisco 1941 AC Power Supply	Cisco 1941 AC Power Supply with Power Over Ethernet	1
Cisco 2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card	Cisco 2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	0
Cisco 1GB DRAM (1 DIMM) for Cisco 1941/1941W ISR	Cisco 1GB DRAM (1 DIMM) for Cisco 1941/1941W ISR, Spare	1
Cisco 2GB Compact Flash for Cisco 1900, 2900, 3900 ISR	Cisco 2GB Compact Flash for Cisco 1900, 2900, 3900 ISR	1
Analog Modem	1 Port Analog Modem Card (Remote Support)	1
Cisco 2921 Security Bundle	Cisco 2921 Security Bundle w/SEC license PAK	0
CISCO2921-SEC/K9	Cisco SMARTnet 24x7x4Hr Onsite "OSP" Service for Part # CISCO2921-SEC/K9 - 5Yr	0
Cisco Console Cable	Cisco Console Cable 6ft with RJ45 and DB9F	0
Cisco Console Cable	Cisco Console Cable 6 ft with USB Type A and mini-B	0
Cisco Eight port 10/100/1000 Ethernet switch interface	Cisco Eight port 10/100/1000 Ethernet switch Interface card w/PoE	0
Cisco 1GB USB Flash Token	Cisco 1GB USB Flash Token	0
Cisco 2921/2951 AC Power Supply	Cisco 2921/2951 AC Power Supply with Power Over Ethernet	0
Cisco 2921/2951 RPS Adapter	Cisco 2921/2951 RPS Adapter for use with External RPS	0
Cisco 2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card	Cisco 2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	0
Cisco 1 GB DRAM (1 DIMM) for Cisco 2901, 2911, 2921 ISR	Cisco 1 GB DRAM (1 DIMM) for Cisco 2901, 2911, 2921 ISR, Spare	0
Cisco 2GB Compact Flash	Cisco 2GB Compact Flash for Cisco 1900, 2900, 3900 ISR	0

Analog Modem	1 Port Analog Modem Card (Remote Support)	0
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Infranet Deliverables

Dell R410 Management Server		0
Windows Server 2008 64 Bit		
• 4 GB RAM		
• 5 Year 24x7x4 Support		
• Redundant Power Supplies		
• (2) 146 GB 10K SAS Drives		
Dell R610 Host Servers		0
• 64 GB RAM		
• No OS		
• 5 Year 24x7x4 Support		
• Redundant Power Supplies		
• (2) 73 GB 15K SAS Drives		
VMware Licenses		0
• Advanced Acceleration Kit for 6 CPUs		
• vCenter Foundation		
• 5 Year 24x7 Support		
EMC Consolidated Storage VNXe3100		0
• Dual Processors / Dual Power Supplies		
• (2) Disk Array Enclosures		
• (6) 600 GB 10K SAS Drive Vault Pack		
• (17) 600 GB 10K SAS Drives		
(4) Additional GB Ports		
• 5 Year Hardware and Software Support		
Cisco ASA Firewall (5) yr support		0
17" KVM Notebook Keyboard &		0
Dell 42U Full Rack		0
Cisco 3750 X-Series 24 GB Port		0
• Dual Power Supplies		
• 50CM Stacking Cables		
• 5 Year 24x7x4 Support		
APC 8k VA Rack Mount UPS		0
APC UPS Battery Pack		0

APC Switched Rack PDUs		0
Cat5e Patch Cords		0
Molex Deep Ring Runs		0
Dell Precision T5500		2
• Windows 7 Pro – MS Office 2010 Starter		
• 4 GB RAM		
• Keyboard & Mouse		
• 250 GB SATA Drive		
• 512MB NVIDIA Quadro, Quad Monitor, 4DVI		
• DVD-ROM		
• 5 Year NBD Support		
• 3 Dell Professional 1909W 22-Inch Monitors		4
APC UPS 750 For Workstation		2

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

November 13, 2012

DEPARTMENT: EDA

AGENDA # 5

SUBJECT:

RESOLUTION IN SUPPORT OF AN APPLICATION FOR
FASTTRACK INFRASTRUCTURE DEVELOPMENT PROGRAM FUNDS

SUMMARY:

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

RESOLUTION IN SUPPORT OF AN APPLICATION FOR
FASTTRACK INFRASTRUCTURE DEVELOPMENT PROGRAM FUNDS

WHEREAS, funds are available from the Tennessee Department of Economic and Community Development (ECD), FastTrack Infrastructure Development Program (FIDP) to provide matching grants to local governments for infrastructure improvements which will support the location and expansion of industry and the creation of new jobs; and

WHEREAS, the City of Gallatin wishes to make infrastructure improvements which will support the location and expansion of industry and the creation of new jobs; and

WHEREAS, the City of Gallatin may apply for FastTrack Infrastructure Development Program (FIDP) funds in the amount of \$166,710 to assist Hoeganaes Corporation and ABC Group Fuel Systems; and

WHEREAS, the City of Gallatin will provide \$47,021 as local matching funds;

NOW, THEREFORE, BE IT RESOLVED, by City of Gallatin, that an application be filed for FIDP funds in the amount of \$166,710, and that Jo Ann Graves, Mayor, be authorized to sign the application and all necessary assurances and agreements necessary to consummate the application and implement the project.

BE IT FURTHER RESOLVED, BY THE CITY OF GALLATIN, TENNESSEE, that this Resolution shall take effect from and after its final passage, the public welfare requiring such.

IT IS SO ORDERED.

PRESENT AND VOTING

AYE: _____

NAY: _____

DATED: _____, 2012.

MAYOR JO ANN GRAVES

ATTEST:

CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

JOE THOMPSON
CITY ATTORNEY

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

November 13, 2012

DEPARTMENT: **Engineering**

AGENDA # **6**

SUBJECT:

PIN 111041.00 Albert Gallatin Ave/Hatten Track Rd Extension

SUMMARY:

As Council is aware, the Tennessee Department of Transportation (TDOT) has requested the City deposit its match for the right-of-way acquisition phase of the Albert Gallatin Ave/Hatten Track Rd Extension. The match amount the City must deposit with TDOT is \$626,560.00. Because the City is in a continuation budget, the City can not make this deposit to allow the project to keep moving forward. Funding for the right-of-way phase of this project is in the budget Councilman Garrott has proposed which received a 6-1 vote on first reading - and which will be on the agenda of the Special Called Council Meeting immediately following this Committee meeting.

The City must either inform TDOT that it does not have money for the match and to put the project on hold, or pass a budget that includes the funding now to keep the project moving.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAM DEVELOPMENT OFFICE**

SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0341
(615) 741-5314

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

October 5, 2012

Honorable Jo Ann Graves
Mayor, City of Gallatin
132 W. Main St
Gallatin, TN 37066-3244

RE: ROW deposit, Albert Gallatin Ave/Hatten Track Rd Extension, from SR-109 to SR-174
Gallatin, Sumner County
PIN No: 111041.00
Federal Project No.: STP-M-8300(70)
State Project No.: 83950-2556-54
Contract No: 080073

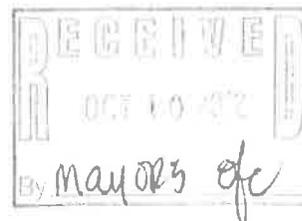
I am pleased to inform you that the Department is now in position to advance with the right-of-way phase of the referenced project. The current estimate for your agency's share of the cost is \$626,560.00.

You can either submit this deposit by check or in the Local Government Investment Pool (LGIP). If you would like to place in the LGIP, please fill out the attached agreement and submit according to the instructions attached.

When we receive your deposit, we will be in a position to proceed with the right-of-way phase in a timely manner. Should you have any questions concerning this request, please call Ms. Maria Hunter at 615-532-3632 or by email: maria.hunter@tn.gov

Sincerely,

Teresa Estes
Transportation Coordinator
Teresa.estes@tn.gov



**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

November 13, 2012

DEPARTMENT: Fire Department

AGENDA # 7

SUBJECT:

Fire Rescue Boat to assist in CBRNE Responses

SUMMARY:

As Council was aware, the City of Gallatin applied for a U.S. Department of Homeland Security Grant to acquire a Fire Rescue Boat to assist in Chemical, Biological, Radiological, Nuclear, and Enhanced Responses (CBRNE). The City was awarded a grant for \$250,000 to acquire the boat. Bids have been received and the low bidder is Lake Assault Boats out of Superior, Wisconsin.

The contract with Lake Assault has been prepared, but the Fire Department and Mayor are seeking direction from Council on signing a contract committing to spending \$250,000 at a time when the money cannot be appropriated because the City is still in a continuation budget.

The grant window is very time-sensitive as the City must receive the boat by the end of February, 2013, to be able to test the boat and then pay the invoice in time to meet the March, 2013 deadline to seek reimbursement for the expense. The timeline for building the boat is already very tight and delaying the project will jeopardize receipt of the boat by the dates required in the grant.

The grant does not require a monetary match from the City. 100% of the cost of the boat should be reimbursed to the City. But the City must appropriate the \$250,000 into the 2012-13 budget, once one passes. There is no money in the continuation budget for this project.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

REQUEST FOR BIDS

Gallatin Fire Department

This solicitation will facilitate the entering into of contract(s) by the competitive sealed bids process.

Fire Rescue Boat to assist in Chemical, Biological, Radiological, Nuclear, and Enhanced (CBRNE) Responses

This project is funded under an agreement with the U.S. Department of Homeland Security.

*City of Gallatin Contact:
J.R. Smith*

This bid solicitation document is prepared in a Microsoft Word (Office for Windows) format. Any alterations to this document made by the Contractor may be grounds for rejection of bid, cancellation of any subsequent award, or any other legal remedies available to the Gallatin Fire Department and the City of Gallatin.

CITY OF GALLATIN

INVITATION TO BID

Sealed bids will be received at the office of the Gallatin Purchasing Agent,

132 West Main Street, Gallatin, TN 37066 until:

2:00 p.m., Wednesday, October 31, 2012

at which time they will be opened for the purchase of the following:

28-Foot CBRNE Aluminum Fire Rescue Boat
with 9.5 Foot Beam

Bid requirements and specifications are available and on file at the office of Purchasing
JR Smith, Rm. 106, 132 West Main St., Gallatin, TN 37066
(615) 451-5899 – Phone

(615) 451-5930 – Fax

Bids are to be submitted in a sealed envelope with title of item bid clearly marked on the outside. The City of Gallatin reserves the right to reject any and all bids and to waive formalities.

There will be a MANDATORY pre-bid meeting at 2:00 p.m. on Wednesday, October 24, 2012 in the History Room of City Hall, 132 West Main Street, Gallatin, TN. Participation is mandatory and may be in person or by pre-arranged conference call.

GALLATIN FIRE DEPARTMENT

REQUEST FOR BID

28 Foot CBRNE Aluminum Fire Rescue Boat with 9.5 Foot Beam

Company Name: _____

Address: _____

Phone: _____

Fax: _____

Individual Completing Bid: _____

Title: _____

Email (REQUIRED): _____

Date Bid Completed: _____

Total Cost FOB: _____

Bids will be opened at:

2:00 p.m. on Wednesday, October 31, 2012

at the office of the Purchasing

132 West Main St., Rm. 106 Gallatin, TN 37066

(615) 451-5899 – Phone

(615) 451-5960 – Fax

JR.Smith@Gallatin-Tn.gov

Bids are to be submitted in a sealed envelope with title of item bid clearly marked on the outside. The City of Gallatin reserves the right to reject any and all bids and to waive formalities.

“It is the policy of the City of Gallatin to ensure compliance with Title VI of the Civil Rights Act of 1963; 49 CFE, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or by subjected to discrimination under any program or activity receiving federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, bidders agree to comply with the same non-discrimination policy.”

Title VI compliance is mandatory and the City's Title VI Coordinator will provide contractor with required documents at the appropriate time.

Fire Rescue Boat to assist in CBRNE Responses

Introduction/Overview

1.1. Bid/Objective

The Gallatin Fire Department (hereinafter, GFD), City of Gallatin, Tennessee; through this Request for Bids (hereinafter, RFB) is soliciting competitive sealed bids from qualified firms for a contract to provide a **Fire Rescue Boat to assist in CBRNE Responses**. The successful bidder will be referred to hereinafter as Contractor.

Unless changed by the GFD, an agreement for construction of the equipment to be delivered under the anticipated contract will commence on the date the contract is signed by all required parties and filed in the Recorder's Office with the City of Gallatin. The anticipated commencement date will be November 24, 2012 and continue through the warranty period of the vehicle.

As is more fully explained in this RFB, the award, if made, will be made to the low Contractor who meets all the required specifications as outlined in this document and any subsequent addenda.

Any questions or comments a Contractor may have about the bid and the specifications shall be submitted in writing via email to J.R. Smith at jr.smith@gallatin-tn.gov no later than noon on Friday, October 26, 2013. Responses to questions and comments will be sent to all Contractors attending the mandatory pre-bid meeting.

1.2. Objective

It shall be the intent of these specifications to cover the furnishing and delivery of a complete fire rescue boat. These detailed specifications shall cover the requirements as to the type of construction and tests to which the fire rescue boat shall conform, together with certain details as to finish, equipment and appliances with which the successful Contractor shall conform. Minor details of construction and materials, which are not otherwise specified, are left to the discretion of the contractor. The manufacturer shall provide loose equipment only when specified by the GFD. Otherwise, in accordance with NFPA 1925, 2008 edition, the bid shall specify whether the GFD or fire rescue boat dealership shall provide required loose equipment.

In order to ensure fair, ethical, and legal competition, neither original equipment manufacturer (O.E.M.) or parent company of the O.E.M. shall have ever been fined or convicted of price fixing, bid rigging, or collusion in any domestic or international fire fire rescue boat market. (No exception).

Bids shall only be considered from companies that have an established reputation in the field of fire rescue boat construction and have been in business for a minimum of 10 years. Further, Contractor shall maintain dedicated service facilities for the repair and service of products. Evidence of such a facility shall be included in bid response.

Each Contractor shall furnish satisfactory evidence of their ability to construct the fire rescue boat specified and shall state the location of the factory where the fire rescue boat is to be built. Each bid shall be accompanied by a detailed set of "Contractor's Specifications" consisting of a detailed

description of the fire rescue boat and equipment proposed, and to which the fire rescue boat furnished under contract shall conform. These specifications shall indicate size, type, model and make of all component parts and equipment.

Each bid shall also be accompanied by a list of references.

The objective to be met through the award of the RFB is to enter into a contract with the selected supplier(s) to achieve the Purpose listed above.

1.2.1. Background

The GFD is considered one of the top fire departments in the State because of the size of the population and number of emergencies. The GFD is the primary provider of fire, rescue and emergency medical services for the City of Gallatin, within the County of Sumner. The City of Gallatin covers a total area of 32 square miles that encompasses 57 miles of shoreline that ranges from high density urban to woodland interface sub-areas. The vehicle will be responding to areas with grade ability access concerns; some steep hills with sharp turns and approach and departure angles that dictate minimum requirements noted in the Scope of Work. The City also participates in the Tennessee Homeland Security District 5 and will be a resource for responses to terrorist incidents. The Department responds to more than 3,000 emergency calls per year, with a large number requiring extra alarm response and multiple resources.

1.3.1 Mandatory Requirements

The following **MANDATORY** requirements must be met in order for the bids to be deemed acceptable for further consideration.

- Bids must include an explanation of how the Contractor proposes to provide a fire rescue boat as required in this RFB. If Contractor becomes unable to provide the vehicle in accordance with the contract, it will be considered a breach of this agreement and the GFD may cancel the contract with no penalty to the City of Gallatin.
- The Contractor must provide access to warranty and repair services within a 50-mile radius of Gallatin, TN.
- Pursuant to 44 C.F.R. § 13.36, nothing contained in this Request for Bids is intended to unduly restrict competition. Any qualitative nature of the fire boat or any of its component materials described herein should be construed to set forth minimum and not exclusive requirements. Likewise, when any detailed product specification is referenced in this request for Bids, it is utilized only because it is impractical to make a clear and accurate description of technical requirements. In these instances, any equal alternative will be evaluated and considered.

2.1 Technical Elements

2.1.1 Scope

This specification describes an aluminum fire-rescue boat with a minimum 1250-gallon per minute fire pump and twin outboard drives. It shall be furnished with such modifications and attachments as may be necessary to enable the vehicle to function reliably and efficiently in sustained operation.

2.2 Classification

UNSPSC Commodity Code 25111600, Safety and Rescue Water craft;

2.3 Design

The design of the vehicle and the specified equipment shall permit accessibility for servicing, replacement and adjustment of component parts and accessories with minimum disturbance to other components and systems. The term "heavy duty", as used to describe an item, shall mean in excess of the standard quantity, quality, or capacity and represents the best, most durable, strongest, etc., part, component, system, etc., that is available on the unit. The unit, including all necessary equipment shall be furnished and delivered new, complete and ready for use. All parts not specifically mentioned but which are necessary for the complete unit shall be supplied and installed by the vendor even though such work or material are not specifically outlined, and shall conform in strength, quality of material and workmanship to the best practice known to the Marine Industry.

2.4 Operation, Performance and Physical Dimensions

All requirements in Operation and Performance Requirements, and Vehicle Physical Dimensional Requirements, shall be met with the vehicle loaded to include all specified equipment and devices installed and operating at the maximum power-consuming condition, i.e., air conditioning, lights, radio(s), etc., with the chassis performing in accordance with the specified chassis manufacturer's technical data. The vehicle shall be capable of operating safely and efficiently under environmental conditions outlined herein. A test will be conducted by the GFD, equal to the requirements of the latest version of NFPA 1925, with the fire rescue boat equipped and loaded with all included firefighting accessories, pumps, systems, rescue equipment and tools **at time of delivery**. The fire rescue boat must pass all requirements of this standard to be accepted. Contractor is strongly encouraged to attend this test.

A pump fire flow test will be conducted by the GFD as outlined in NFPA 1925 (Chapter 19, Service Tests) at time of delivery. The fire rescue boat must pass all requirements of this chapter to be accepted.

In the event the fire rescue boat fails to meet the test requirements on the first trials, second trials may be made at the option of the Contractor within thirty (30) calendar days of the date of the first trials. Such trials shall be final and conclusive, and failure to comply with these requirements a second time shall be cause for rejection.

Permission to keep or store the fire rescue boat in any building owned or occupied by the City of Gallatin during the above-specified period, with the permission of the Contractor shall not constitute acceptance. Insurance covering loss, theft, or liability shall remain the responsibility of the Contractor until formal acceptance by GFD is completed.

2.5 Optional Items

All items listed in the specifications are to be considered mandatory except work and equipment listed at the end as "options." Any person bidding on this project must agree to price mandatory and optional sections of the specification. It is understood that the City of Gallatin may select or delete items listed as options as necessary when accepting the bid.

2.6 APPLICABLE STANDARDS

2.6.1 Federal

NFPA 1925, *Standard on Marine Fire-Fighting Vessels*, latest edition.

NFPA 302, *Fire Protection Standard for Pleasure and Commercial Motor Craft*, latest edition.

47 CFR, PART 89: Public Safety Radio Services (FCC)

American Boat and Yacht Council (ABYC) standards.

2.6.2 State

Applicable State of Tennessee Standards in effect at time of manufacture.

2.6.3 Other

The following documents form a part of this specification to the extent specified. Unless a specific issue is identified, the issue in effect on date of invitation for bids or RFB shall apply:

- **American Society for Testing and Materials (ASTM)**
- **Inter-Local Agreement between the Metropolitan Government of Nashville and the City of Gallatin**
- **The applicable U.S. Department of Homeland Security FEMA Grant Programs Directorate to the Metropolitan Government of Nashville and Davidson County**

3.1. Minimum Specifications – Fire Rescue Boat

Vendors are to respond to this RFB using the following minimum specifications. Responses regarding deviations to the specification are to be either on this form or can be referenced as an appendix if additional space is needed.

Per the applicable federal regulations, if a "brand name" is listed in the specifications, the City of Gallatin shall allow the contractor to offer "an equal" product describing the performance of other relevant requirements of the procurement.

3.1.1. GENERAL SPECIFICATIONS:

3.1.2 Minimum hull Length 28' feet (does not include engines, guards or rub rails).

3.1.3 Beam 9 feet 6 inches (does not include engines, guards or rub rails).

3.1.4 Overall height not to exceed 13'6" while on trailer and attached to a tow vehicle.

- 3.1.5 Draft should not exceed 18 inches with motors up.
- 3.1.6 Person and Cargo Capacity 4000 lbs
- 3.1.7 Boat weight 7300 lbs approx
- 3.1.8 Trailer weight 2200 lbs approx
- 3.1.9 Combined boat & trailer weight 9500 lbs approx.
- 3.1.10 The fire rescue boat shall meet the requirements of this standard in ambient temperature conditions between 0°F (-18°C) and 110°F (43°C).
- 3.1.11 The fire rescue boat shall meet the requirements of this standard at elevations of 500 ft. above sea level.
- 3.1.12 Unless more stringent sound levels are regulated by the state or GFD, the exterior noise level produced by the vehicle, except siren, shall not exceed Federal regulations.
- 3.1.13 The pump shall be of a size and design to mount to the hull, and have the minimum capacity of 1250 gallons per minute (U.S. GPM) at 150 psi, NFPA-1925 rated performance.
- 3.1.14 Twin outboard 4-stroke engines meeting NFPA 1925 standards shall be provided.

4.1 HULL DESIGN & OUTFITTING:

- 4.1.1 Hull to be Landing craft style modified "V" with 16 degree transom and 34" delta pad. The boat will have a 62" hydraulically operated bow door. The hydraulic system will have cylinders on both sides of the door and be able to deploy door to 90 degrees from the closed position. The bow door will have an integrated ladder for diver re-entry. Door will have the ability to be latched in closed position.
- 4.1.2 There will be two dive 34" clear opening dive doors, one port and one starboard. These doors will swing out to level and have an integrated fold out dive ladder that will deploy to have at least two steps in the water. These doors will be manually operated and will be able to support 350 pounds.
- 4.1.3 There will be a tread plate gunnel of at least 5" fore to aft.
- 4.1.6 There will be sufficient two part polyurethane foam below deck to maintain flotation in the event of swamping.
- 4.1.7 All decks will be self bailing and be provided sufficient water egress.
- 4.1.8 Deck aft of the pilot house will be raised to provide mechanical compartments. The deck will be consisted of a series of panels that will provide easy access for pump, engine and mechanical maintenance.
- 4.1.9 6' long, lockable storage compartment, suitable for seating area shall be provided on each side of the forward bow deck.

- 4.1.10 1.25" pipe safety railings shall be installed 6" above gunnel from dive doors forward 72".
- 4.1.11 Eight 10" welded on aluminum cleats shall be installed (4 per side).
- 4.1.12 Bottom Plating .250 inch 5086-H116.
- 4.1.13 Side Plating .190 inch 5086-H32.
- 4.1.14 Deck Plating minimum .124 inch 5052-H32 diamond tread plate.
- 4.1.16 There will be a 3" Duramax D shaped Rub Rails at a diagonal pattern along each side spaced 24" and 24" long apart and 8 per side.
- 4.1.17 Maximum draft shall 24", with motors down.
- 4.1.18 Hull structure and component material must consist of all 5086 Aluminum alloy minimum of ¼" thickness.
- 4.1.19 Three (3) 2000 GPH automatic bilge pumps, two aft and one forward shall be provided in the bilge area.
- 4.1.20 One (1) Garboard drain plug shall be provided.
- 4.1.21 Carbon Monoxide protection shall be provided that meets NFPA 1925, section 9.2.4.
- 4.1.22 Deck structure and component materials are aluminum, they must consist of all 5086 aluminum alloy minimum of 3/16" thickness and shall be fully welded to the hull and all deck height transverse bulkheads and longitudinal girders to contribute to the strength of the hull.
- 4.1.23 There will be a motor guard, tow post arrangement.
- 4.1.24 There will be push knees on bow, with 3" Duramax bumper.

5.1 WELDING

- 5.1.1 The hull and superstructure shall be constructed of marine grade aluminum and MIG and or TIG welded throughout.
- 5.1.2 All water seams will be welded 100% both sides.
- 5.1.3 Longitudinal structural members will be stitch welded opposite sides.
- 5.1.4 Frames and bulkheads 1-3 will be continuously welded one side, stitched opposite, remainder of frames stitched welded opposite sides.

6.1 FUEL SYSTEM

- 6.1.1 On-station fuel capacity at cruise speed shall be a minimum of four (4) hours for the propulsion system proposed with a minimum of 100 gallon tank. Fuel supply for fire pump shall be direct piped to vessel fuel tank. Tank shall be made of stainless steel or aluminum. Tank shall be internally baffled to prevent shifting of the fuel load and to ensure fuel pick up tube remains submerged in fuel.
- 6.1.2 Withdrawal tubes to be stainless steel.
- 6.1.3 A WEMA fuel sender will be utilized and attached to a NMEA fluid level interface to supply data to electronic gauges.
- 6.1.4 The fuel system shall conform to NFPA 302, 2010 edition Chapter 7

7.1 PILOT HOUSE

- 7.1.1 The pilot house will be 6' long by 66" wide and 78" head clearance throughout.
- 7.1.2 The cabin shall be a fully enclosed, cabin/pilot house structure. Component material must be all welded construction of 5086 Aluminum alloy construction of 3/16" thickness.
- 7.1.3 The cabin/pilot house shall be equipped with safety glass windshield with windshield wipers, one starboard safety glass operable sliding side windows and sliding door portal with safety glass window. The windows will be Boman or approved equivalent. All fixed windows will be gasketed type
- 7.1.4 The dash console must provide ample room for electronics, throttles, switches and steering wheel with cable components.
- 7.1.5 Side sliding door to be orientated to port to allow clear walkway into pilot house. Door openings to be 32".
- 7.1.6 Windshield to be one separate window, forward leaning with swing out hinged at top.
- 7.1.8 Helm station shall be designed with fire pump controls and monitors. There will be an overhead radio rack. Emergency radios will be supplied by fire department and installed by builder. (Emergency radio may require tuning and programming by GALLATIN FD dealer)
- 7.1.9 There will be ladder to roof top, ladder and rooftop must support 350 pounds.
- 7.1.10 There will be a 1.25" grab bar on side of roof gutters.
- 7.1.11 There will be 2 over head grab rails running lengthwise in the pilot house.
- 7.1.12 There will be a grab rail on or near console at pump control station.
- 7.1.13 Four 12V red/white LED dome lights shall be installed overhead inside of the cabin. They will be individually switched.
- 7.1.14 The helm seat/leaning post will have storage below.

- 7.1.15 There will be a 2' folding seat/ patient bench along port side of pilot house that can be folded up and secured when not in use.
- 7.1.16 There will be bench seating with storage beneath, along aft wall of pilot house where possible.

8.1. ELECTRICAL SYSTEM

- 8.1.1 The vessel's electrical system shall be 12VDC and 120VAC 60hz.
- 8.1.2 All electrical cable shall be marine grade tinned copper wire and labeled for each circuit.
- 8.1.3 Cables should be routed in wire ways wherever possible. Wherever exposed to potential damage, cables shall be protected with rubber.
- 8.1.4 Electrical cable shall be sized in accordance with the American Boat & Yacht Council.
- 8.1.5 All electrical cables shall be marked in accordance with the markings in electrical drawings.
- 8.1.6 All electrical switches shall be of a heavy-duty type toggles properly insulated.
- 8.1.7 The electrical system shall be grounded. In any case the hull shall not be used as part of a galvanic feeding loop.
- 8.1.8 The vessel shall comply with NFPA 302, 2010 edition Chapter 9 and 10 and NFPA 1925 2008 edition Chapter 14, for electrical systems.
- 8.1.9 Wiring for radios, and all electronics shall be protected by circuit breakers. Four additional circuit breakers shall be provided for future expansion of the electrical system.
- 8.1.10 Electrical compartments shall be provided in the cabin to house the electrical power, circuit protection and control components. Serviceable components shall be accessible. Power, circuit protection and control components shall be protected against the following: corrosion, excessive heat, excessive vibration, water spray and EMI and RFI.
- 8.1.11 Three (3) antenna mounting bases, to match City of Gallatin's 800 MHz radio, UHF & VHF radios, with weatherproof cap and ample coax cable shall be provided. The mounts shall be located on the cab roof just to the rear of the officer seat. The coax cable shall be routed to the overhead console with enough cable for customer to route to the instrument panel if needed. GFD will provide the emergency radios and antennas.
- 8.1.12 Four (4) power studs shall be provided in the electrical component compartment for customer provided two-way radio equipment. Stud #1 shall be 12-volt 40-amp, controlled by battery switch. Stud #2 shall be 12-volt 100-amp, ground. Stud #3 shall be 12-volt 60-amp, controlled by ignition switch. Stud #4 shall be 12-volt 60-amp, battery direct.

- 8.1.13 The contractor shall provide a VHF marine transceiver mounted in the overhead console. VHF radio model number shall be Lowrance 880 with flush mount installation.
- 8.1.14 Wiring for side-scan sonar shall be provided. A 5 amp circuit shall be provided.
- 8.1.15 Four (4) LED lights shall be centered overhead in the cabin, with individual red and white illumination, switched separately.
- 8.1.16 Vehicle shall be equipped with dual, electric, 2 speed, windshield wipers.
- 8.1.17 Two (2) 12-volt power outlets shall be provided in the dash console

9.1 BATTERIES

- 9.1.1 Four Optima D34 marine batteries shall be installed complete with battery switches.
- 9.1.2 Two batteries shall be installed as the engine starting bank. A four-position battery switch shall be installed to draw power from either battery, or both, or off. The battery switches shall be within easy access in the aft rigging locker.
- 9.1.3 A dedicated battery shall be installed for the house bank. An automatic charging relay shall be installed to allow for the house bank to be charged via the engine alternators.
- 9.1.4 All batteries to be installed in plastic battery trays in the aft rigging locker.

10.1 120V AC ELECTRICAL

- 10.1.1 30 amp shore power system complete with galvanic isolator installed to supply battery charger.
- 10.1.2 Promariner 20 amp battery charger installed complete for use with shore power system above.

11.1 12V DC ELECTRICAL

- 11.1.1 Two 6 position distribution panel shall be installed on the console.
- 11.1.2 Navigation lights installed to meet USCG requirements with hinging anchor light mast.
- 11.1.3 Three 12V 2000 GPH bilge pump installed with auto float switch.
- 11.1.4 Two 12V self- parking wiper installed on windshield.

12.1 PROPULSION

- 12.1.1 Twin 225 HP 25" shaft counter rotating Mercury Verado 4-stroke outboards shall be provided. These shall be complete with, fuel management system, binnacle controls,

dual key switch panel, power trim and tilt, harnesses, and stainless props.

- 12.1.2 Engine monitoring to be done through Smartcraft electronic gauges.
- 12.1.3 Motors shall be installed complete with twin cylinder power hydraulic steering. Includes installation of helm, cylinder, tie bar, two group starting 27 batteries with selector switch, main engine harness, gauge package, ignition switch, and control cables.
- 12.1.4 The propulsion system shall comply with ABYC H-26, S-12, and S-30 and include the following: engines, rigging, gauges, hydraulic steering, two (2) propellers, one (1) additional spare propeller, installation and tests.
- 12.1.5 A Master Battery Disconnect switch shall be located in the cabin within easy reach of the pilot, be legibly marked, illuminated when "ON", and rated to carry at least 125 percent of the 12 V. circuit's maximum current.

13.1 FIRE PUMP

- 13.1.1 The fire pump engine will be a 220HP, 4.3L Marinized GM V-6. Fueled with gasoline.
- 13.1.2 Pump End will be a Hale 50FB direct mount with a Hale spring disc for connection to engine flywheel.
- 13.1.3 Fire pump will be rated at 1250GPM at 150psi.
- 13.1.4 The Fire pump control station will consist of engine start, vernier throttle, oil pressure gauge, water temp gauge, tachometer, engine hour meter, pump pressure gauge, manual relief valve control and monitor.
- 13.1.5 There will be a remote control 5" suction valve with controls at fire pump control station.
- 13.1.6 Hale electric oil-less primer will be installed.
- 13.1.7 Hale manual relief valve with controller mounted at helm pump control station.
- 13.1.8 The Deck mounted monitor will be a Manual Tiller Elkhart Scorpion 2000 GPM, with a Stream Shaper and Stacked tip.
- 13.1.9 There will be two (2) 4" slow close discharges 12" above deck forward of the pilot house with 4" NHT open connections.
- 13.1.10 The pump shall be configured with through-hull suction into a sea chest with a minimum of 6" intake. The sea chest shall have a screened inlet, a valve at the sea chest outlet and valve vent to the atmosphere. The sea chest shall meet NFPA 1925, 2008 edition Chapter 6.3.
- 13.1.11 The single monitor shall provide an unobstructed range of horizontal operation of at least 270 degree centered on the bow of the vessel and shall have a vertical coverage of at least 60 degrees above and 5 degrees below horizontal.

- 13.1.12 Hose connections shall be provided to discharge 100 percent of the rated pump capacity per NFPA 1925, 2008 edition Chapter 6.14.3.1.
- 13.1.13 All plumbing for the fire pump system shall meet NFPA 1925, 2008 edition Chapter 6.

14.1 PAINT & GRAPHICS

- 14.1.1 Sides of boat to be Red, the interior and exterior of pilot house and interior of decks to be Zolatone.
- 14.1.2 Roof to be painted Zolatone.
- 14.1.3 Graphics and lettering to be provided by the Department.

15.1 Commissioning items

COMMISSIONING KIT			0
Near Shore Rescue Vest, Medium/Large, 36"-44" Chest	MUSTANG SURVIVAL	MRV050 WR M	4
Near-Shore Rescue Vest, X-Large/XX-Large, 44"-56" Chest	MUSTANG SURVIVAL	MRV050 WR XL	4
WEAT MARINE PORTABLE HORN		PBSHN-WM	1
ACR WHISTLE PAK	ACR		2231 4
20" ORANGE THROW RING	CAL JUNE	JBO-20	1
RING BUOY RACK	CAL JUNE	1123-20	1
WEST MARINE THROW ROPE	WEST MARINE	WMTR-50	1
WEST MARINE ANCHOR RODE PACKAGE	WEST MARINE	VM-TA-2666451	1
25' DOCK LINES	WEST MARINE	W8550-16-00025	4
6' BOAT HOOK	WEST MARINE	85001A	1

16.1 EMERGENCY LIGHTING AND SIREN

- 16.1.1 Whelen Liberty LC 42" Light Bar, one-half red/one-half blue, 4-corner LEDs.
- 16.1.2 A Whelen HHS2200 Siren and light controller shall be provided and mounted in the helm area. This shall include a Whelen SA314A 100-watt speaker to be mounted on the starboard bow Go Light mount.
- 16.1.3 Two (2) 12V Whelen Pioneer PFP2 Scene Lights on push up mounts located on aft two corners at aft end of pilot house.
- 16.1.4 Four (4) Go Light remote controlled spot lights to be mounted, 2 at the stern, 2 on the fold down tower.

17.1 TRAILER

- 17.1.1 A 10500 lb capacity aluminum tri axle bunk trailer complete with surge disc brakes on all axles, oil bath hubs, 2-5/16" ball receiver, manual strap winch, safety chain, heavy duty

jack stand w/ wheel, DOT approved lighting, and safety chain.

- 17.1.2 Trailer shall have one mounted spare tire with carrier.
- 17.1.3 All axles shall be equipped with all-wheel hydraulic surge drum brakes, bearing hubs, radial tires with aluminum wheels, drop center and completely submersible..
- 17.1.6 The fenders shall be structural with anti-skid top surface to prevent slipping.
- 17.1.7 An adjustable bow stop and winch stand shall be provided with a manual 2-speed winch and strap
- 17.1.9 All electrical connections shall be shrink-wrapped. The trailer lights shall be submersible.

18.1 FLIR

- 18.1.1 FLIR M-324XP forward looking infrared video camera with zoom, pan and tilt will be mounted on roof and connected to Simrad monitor listed below.

19.1 ELECTRONICS

- 19.1.1 Lowrance HDS12 TOUCH, GPS, SONAR, CHARTPLOTING, STRUCTURE SCAN, Lowrance 3D Radar with overly and fluxgate compass, SONAR
- 19.1.2 LOWRANCE HDS8TOUCH, will share all above functions plus FLIR monitor
- 19.1.3 FLIR M-324XP Remote control infra- red video camera with pan and tilt.

20 NFPA REQUIRED LOOSE EQUIPMENT, PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2009 edition, section 4.21: The loose equipment as outlined in NFPA 1901, 2009 edition, section 8.8.2 shall be provided by the fire department. All loose equipment will be installed on the fire rescue boat by the City of Gallatin before it is placed in emergency service; the fire department waives NFPA section 4.21 for the manufacture

21 Ambiguity, Conflict or Other Errors in the RFB (Mandatory Information)

If a Contractor discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFB, it shall immediately notify the City of Gallatin of such error in writing and request modification or clarification of the document. Such notifications shall be submitted to the City of Gallatin no later than noon on Friday, October 26, 2012 by emailing the Purchasing Agent, JR Smith, at jr.smith@gallatin-tn.gov. The City of Gallatin will make modifications by issuing a written revision and will give written notice to all parties who have received this RFB from the Finance Department. The City of Gallatin is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFBs prior to submitting the bid or it shall be waived. Claims of ambiguity after submission of the RFB shall not serve as grounds for a protest.

22 Bids and Presentation Costs

The City of Gallatin will not be liable in any way for any costs incurred by any Contractor in the preparation of its bid in response to this RFB, nor for the presentation of its bid and/or participation in any discussions or negotiations.

23 Rejection of Bids

The GFD reserves the right to accept or reject in whole or in part, any or all bids submitted. The City of Gallatin shall reject the bid of any Contractor that is determined to be non-responsive. The unreasonable failure of an Contractor to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

24 Acceptance of Bids

The City of Gallatin shall accept all bids that are submitted properly. However, the GFD reserves the right to request clarifications or corrections to bids.

25 Requests for Clarification of Bids

Requests by the City of Gallatin for clarification of bids shall be in writing. Said requests shall not alter the vendor's pricing information contained in its cost bid.

26 Validity of Bids

All bids shall be valid for a period of ninety (90) days from the opening date of the RFB.

27 Delivery of Bids

All sealed bids are to be delivered before 2:00 p.m. on **October 31, 2012** Central local time on to:

Gallatin City Hall, Room 106; 132 West Main Street, Gallatin, TN 37066

The City of Gallatin WILL NOT accept any bids received after 2:00 P.M. Central local time or delivered to a location other than what is listed above. Late or incorrectly delivered bids will be returned to the Contractor at Contractor's expense or destroyed after 30 days.

Returned mail will be considered late and not accepted.

Contractor(s) must **submit one (1) copy identified as "Original"**, and two (2) **exact duplicate, numbered copies** of the bid response and **one (1) electronic copy** of the complete bid response including any attachments, on a WINDOWS PC compatible CD. **VERIFY THAT FILES ARE ON THE DISC BEFORE SUBMITTING THE OFFER.**

Bids will be opened publicly and read aloud at 2:01 p.m. on October 31, 2012 in Room 106 of City Hall, 132 West Main Street, Gallatin, TN.

28 Evaluation of Bids (Procedure)

The GFD will first examine bids to eliminate those, which are clearly non-responsive to the stated requirements. Therefore, Contractor(s) should exercise particular care in reviewing the Bid Format required for this RFB.

The GFD reserves the right to contact any and all references to obtain, without limitation, information regarding the Contractor's performance on previous projects. A uniform sample of references will be checked for each short-listed Contractor.

The GFD or designee reserves the right to withdraw this RFB at any time and for any reason, and to issue such clarifications, modifications, and/or amendments, as it may deem appropriate.

Receipt of a bid or a submission of a bid to the City of Gallatin offers no rights upon the Contractor nor obligates the GFD, City of Gallatin, or The Federal Emergency Management Agency (FEMA) in any manner.

29 Program Guidance Requirements

This RFB is including a "Zero-dollars-down" policy. This means that neither the GFD, The City of Gallatin, nor the Federal Government's (FEMA) funds will be used to pay any money to the manufacturer until the vehicle is delivered and all acceptance tests are passed. When the contract is deemed fulfilled by the GFD, a request for payment will be made to FEMA for the Federal Obligated Share will be requested for payment to the City of Gallatin. The City of Gallatin will upon deposit of Federal Share, issue a payment for the agreed upon price with the manufacture. The manufacturer will carry 100% of the risk until delivery.

This will have a specific delivery-date for the fire rescue boat, which will not exceed 90 days from the date of the pre-construction meeting or no later than February 28, 2013 which ever comes first. The delivery date will not exceed the period of performance for this Grant Award as determined by FEMA Program Guidance for the 2010 Port Security Grant Program. If the vehicle exceeds the February 28, 2013 deadline, then the awarded contract will be terminated with no obligation to the GFD, City of Gallatin, or The Federal Government.

29.1 Equipment items not delivered at the time of the tests or construction not in conformance with the contractor's bid will be cause for the accepting authority to withhold payment for those items found unsatisfactory or not delivered.

30 Preparation and Delivery

30.1 The vehicle shall be preserved and packaged for mobile delivery in accordance with the Contractor's standard commercial practice, ensuring carrier acceptance and safe delivery to destination in compliance with regulations applicable to the mode of transportation.

- 30.2 A qualified delivery engineer representing the contractor shall deliver the vehicle and remain for a minimum of three days to instruct personnel in the proper operation, care and maintenance of the equipment.
- 30.3 After delivery and acceptance by the City of Gallatin, the contractor shall warrant the boat and furnished equipment against parts failure or malfunction due to design, construction or installation errors, defective workmanship and missing or incorrect parts for a minimum period of 12 months of operation. However, if the contractor received from any supplier or subcontractor additional warranty on the whole or any component of the vehicle, in the form of time and/or mileage, including any prorated arrangements, or the contractor generally extends to his commercial customers a greater or extended warranty coverage,
- 30.4 The warranty shall include furnishing, without cost to GFD, new parts and assemblies to replace any that failed or malfunctioned within the warranty period. In addition, when the GFD elects to have the work performed at the contractor's plant, branch, dealer, or with the contractor's approval, (a) to correct the defect itself or (b) to have it corrected by a commercial facility, the cost of parts and labor involved in the replacement of the failed or malfunctioned parts or assemblies shall be borne by the contractor.
- 30.5 Contractor shall provide a written warranty for the structure of the vessel. It shall state that the structural integrity of the hull, deck and console structures shall be free of structural failures caused by defective design, workmanship for a warranty period of five years from the date the new vehicle is first delivered and that defective parts, under the warranty, shall be repaired or replaced without charge to the original City of Gallatin. The successful Contractor also agrees to assist the City of Gallatin in the coordination of warranty claims of the other major components, i.e. engine, transmission, pump, tank, and axles. The specifications shall prevail in any variation between the manufacturer's offered warranty and those required in the specifications, unless an exception has been granted. Any difference between the warranties offered by the manufacturer and the requirements of these specifications must be clearly stated and taken as an exception. Consideration of the warranty exceptions will be made during the bid evaluation process.
- 30.6 A manufacturer's warranty covering 100% parts and labor for the engines shall be provided. Contractor shall state longest available motor warranty and include cost for optional warranty(ies).
- 30.7 A manufacturer's two (2) year parts and labor warranty covering the boat trailer shall be provided.
- 30.8 A manufacturer's five (5) year electrical warranty to include, at a minimum, the following, shall be provided:
- Main wiring harness and battery harness cables
 - Relays
 - Automatic and/or manual reset circuit breakers
 - Voltmeters, ammeters and shunts
 - Switches, batter disconnect switches and solenoids
 - Diodes, rectifiers and heat sinks

- All terminal strips and multi-pin connectors
- Electronics

Manufactured electrical components such as sirens, light bars, flashers, alternator, batteries, inverter, battery chargers, etc. shall be covered by their individual manufacturer's warranties. All operating and service instructions along with all warranty registration materials shall be provided with the completed unit at time of delivery. A copy of the Contractor's warranty must be included with the bid.

- 30.9 The manufacturer shall extend any additional warranty on any component of the vehicle, in the form of time and/or mileage, including any pro rata arrangement, which may be provided by the supplier of the component. All equipment and components installed on the vehicle or purchased with the vehicle shall be covered by the warranty of the manufacturer of such equipment or components. These warranties shall be provided with each vehicle.
- 30.10 The manufacturer shall provide a minimum five (5) year non-prorated paint warranty from the date of delivery, that they will be free from defects in materials and workmanship such as:
- Peeling or delaminating of the topcoat or other layers of the paint
 - Chipping, cracking or checking
 - Loss of gloss caused by cracking, checking and hazing
- Any paint finish failure caused by improper application
- 30.11 Unless within the additional coverage under 14.9, the following items are considered normal maintenance and repair for which the contractor need not assume liability for reimbursing the Government/Metro regardless of the vehicle age or mileage:
- Abuse, negligence, or unapproved alteration of original parts;
 - Damage from accidents;
 - General tightening, adjustments;
 - Tires, batteries, and radio(s) (if warranted by their manufacturers);
- Miscellaneous expense such as fuel, towing, telephone, travel, lodging, or loss of personal property.
- 30.12 As a continuous operation of the vehicle described by this specification, it is of utmost importance for the successful Contractor to be in a position to render prompt service. Accordingly, Contractors shall indicate the extent of their ability to render prompt service by furnishing a list of branch offices or agencies where repair services are available and can be secured with 24 hours after the need is identified.
- 30.13 As a continuous operation of the vehicle described by this specification, it is of utmost importance for the successful Contractor to be in a position to furnish replacement parts. Accordingly, Contractors shall indicate the extent of their ability to provide parts by furnishing a list of branch offices or agencies where complete stocks of repair parts are maintained and can be secured within 24 hours after ordering by part number from the manufacturer's part book and at such discount as may be quoted from year to year by the manufacturer of the vehicle purchased under this specification.

- 30.14 Service Manuals and Illustrated Parts Breakdown: A minimum of two (2) written copies as well as two (2) DVDs of all service manuals and illustrated parts breakdown shall be provided with each chassis. Vendor to provide cross-reference from their part numbers to the OEM part numbers.
- 30.15 All bids shall be valid for a period of ninety (90) days from the opening date of the RFB.
- 30.16 **A bid deposit of 5% of the total bid is required. This must be in the form of a bid bond, certified check, treasurer's or cashier's check issued to "City of Gallatin, Tennessee."**

Attachments:

- Interlocal Agreement by and between the Metropolitan Government of Nashville and Davidson County and the City of Gallatin (16 pages)
- Metro/Davidson County Resolution No. RS2010-1209 which includes "Special Conditions" of the grantee and subgrantee (10 pages)



MAYOR'S OFFICE OF EMERGENCY MANAGEMENT

EMERGENCY OPERATIONS CENTER

Karl F. Dean, Mayor

Mayor JoAnn Graves
City of Gallatin
132 W. Main Street
Gallatin, TN. 37066

Re: FY2009 Port Security Grant Award

September 24, 2012

Dear Mayor Graves,

The Metro Legal Council has approved the Inter-local Agreement between the Metropolitan Government of Nashville and the City of Gallatin for the purchase of a Fire Boat under the FY 2009 Port Security Grant Program award for the sum of \$250,000.00. I have enclosed a copy of the resolution documents for your files. You may now proceed with the purchase of the boat.

If you should have any questions, please feel free to give me a call.

Best Regards,

Paulette Dailey
Grants Coordinator
Mayor's Office of Emergency Management
2060 15th Avenue South
Nashville, TN. 37212
Paulette.Dailey@nashville.gov

Resolution No. RS2012-419

A resolution approving a sub-grant interlocal agreement by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Office of Emergency Management, and the City of Gallatin for participation in the Fiscal Year 2009 Port Security Grant Program funded by the U.S. Department of Homeland Security. (No. 2009-PU-T9-K036).

WHEREAS, Tennessee Code Annotated, Section 12-9-104, provides that interlocal agreements between governments may be approved by resolution; and,

WHEREAS, The U.S. Department of Homeland Security FEMA Grant Programs Directorate to the Metropolitan Government of Nashville and Davidson County, was approved by RS2010-1209; and,

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Office of Emergency Management, wishes to enter into a sub-grant interlocal agreement with the City of Gallatin in an amount not to exceed \$250,000.00 Fiscal Year 2009 Port Security Grant Program funded by the U.S. Department of Homeland Security; and,

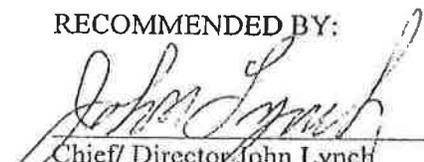
WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this sub-grant interlocal agreement be approved.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the sub-grant interlocal agreement by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Office of Emergency Management, and the City of Gallatin in an amount not to exceed \$250,000.00 for the Fiscal Year 2009 Port Security Grant Program funded by the U.S. Department of Homeland Security, a copy of which sub-grant interlocal agreement is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:



Chief/ Director John Lynch
Office of Emergency Management

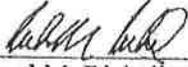
INTRODUCED BY:



Karm Bennett

Member(s) of Council

APPROVED AS TO AVAILABILITY
OF FUNDS:



Richard M. Riebeling, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:



Assistant Metropolitan Attorney

INTERLOCAL AGREEMENT
BY AND BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY
AND
THE CITY OF GALLATIN

The Metropolitan Government of Nashville and Davidson County ("Metro") and The City of Gallatin ("Government Entity"), a sub-grantee for participation in the FY 2009 Port Security Grant Program funded by the U.S. Department of Homeland Security, do hereby agree as set forth herein.

1. Purpose. The purpose of this Agreement is to effectuate the terms of Grant Contract No. 2009-PU-T9-K036 awarded from The U.S. Department of Homeland Security FEMA Grant Programs Directorate to the Metropolitan Government of Nashville and Davidson County, as approved by RS2010-1209 and attached hereto ("Grant"). Any ambiguity in the terms of this Agreement shall be construed in a manner to enable the parties to comply with and effectuate the terms of that Grant.
2. Term and Amendment. The term of this Agreement shall commence upon the Effective Date, and shall continue in full force and effect in perpetuity. This Agreement may be extended by a writing fully executed by both parties and approved by the Metropolitan Council.
3. Effective Date. This agreement shall not be binding on either party until it has been completely executed by both parties as set forth on the signature page hereto, approved by the Metropolitan Council, and then filed with the Metropolitan Clerk. Upon such filing, this agreement shall be effective as of **June 1, 2009 – May 31, 2013.**
4. Government Entity agrees to:
 - a. Accept sub-grant award amount of \$ 250,000.00 to be provided on a reimbursement basis.
 - b. Provide a 25% in-kind match for all funds received by FEMA to the Metropolitan Government of Nashville & Davidson County.
 - c. Purchase and use equipment of the type listed ON THE ATTACHED PAGE in accordance with the terms of the Grant.

- d. Maintain and utilize personnel capable of properly using the equipment.
- e. Store the equipment in a manner reasonably calculated to protect and preserve the equipment from theft, destruction, vandalism, rust, decay, and other damage.
- f. Maintain records identifying the equipment and specifying the equipment's usage, location, maintenance, and custody.
- g. Maintain the equipment in accordance with manufacturer's specifications.
- h. Use the equipment in accordance with the terms of the Grant and for the purposes of aiding and preserving public health and safety.
- i. Not encumber, transfer, loan, donate, sell, or otherwise dispose of the equipment, or use it as security for any indebtedness, without the express written consent of Metro and The U.S. Department of Homeland Security.
- j. Submit invoices to Metro in the amount of the purchases of equipment made in accordance with the terms of the Grant.
- k. Submit said invoices within 45 days of the date of the purchase of the equipment with all invoices submitted to Metro before March 31, 2013

5. Metro agrees to:

- a. Reimburse Government Entity for the purchases of equipment made in accordance with the Grant and this agreement.
- b. Accept invoices within 45 days of the date of the purchase of the equipment with all invoices having been submitted to Metro before March 31, 2013.

6. Further, Government Entity understands and agrees that:

- a. No minimum quantity of equipment is guaranteed by this Agreement.
- b. Government Entity may specify the vendor or model of equipment, and the equipment will be procured by Government Entity in accordance with its procurement laws and regulations.
- c. The equipment is subject to the demand by Metro and/or the U.S. Department of Homeland Security for surrender at any time.
- d. Government Entity may only use the equipment as contemplated and permitted by the Grant.

- e. Risk of loss of the equipment will pass wholly to Government Entity upon purchase of equipment and delivery to the property or personnel of the Government Entity.
 7. Compensation. Neither party shall be entitled to any compensation pertaining to this Agreement.
 8. Liability. Neither party hereby indemnifies the other, nor shall anything contained herein have the effect of modifying the immunities otherwise established by law.
 9. Amendment. This Agreement may be modified only by a written amendment executed by all parties hereto and their signatories as established by the signature page hereto, and approved by the Metropolitan Council.
 10. Termination.
 - a. By NOTICE. Either party may terminate this agreement effective upon 30 days' written notice.
 - b. For FUNDING. This Agreement is contingent upon continued funding in the manner and to the extent contemplated by the parties. In the event either party does not receive funding sufficient to carry out fully its duties hereunder, such party may terminate this Agreement by written notice to the other, effective immediately upon receipt of notice. Upon receipt of the written notice, the Government Entity shall cease all work associated with the Agreement.
 - c. For BREACH. In the event either party commits a breach of the terms of this Agreement, the other party may terminate this Agreement by written notice to the breaching party, effective immediately upon receipt of notice. Such termination does not affect any other liability or consequences arising out of such breach.
 11. Governing Law and Venue. The parties agree that the substantive law of Tennessee will be the governing law, and the courts of competent jurisdiction within Davidson County, Tennessee will be the venue, for any and all causes of action arising out of or regarding this Agreement.
-

12. Compliance with Laws. Government Entity agrees to comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement. Government Entity and its employees, and any approved subcontractors, shall be licensed pursuant to all applicable federal, state, and local laws and regulations, and shall upon request provide proof of all licenses.
13. Taxes. Metro shall not be responsible for any taxes that are imposed on Government Entity, and Government Entity understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Metro.
14. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision.
15. Force Majeure. 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.
16. Records. Government Entity shall maintain documentation for all funds and equipment provided under this Agreement. The books, records, and documents of Government Entity, insofar as they relate to funds or equipment provided under this Agreement, shall be maintained, as to funds, for a period of three (3) full years from the date of the final payment or until Government Entity engages a licensed independent public accountant to perform an audit of its activities, and as to equipment, for a period of three (3) full years from the date of final termination of this Agreement, including any extensions and amendments. The books, records, and documents of Government Entity insofar as they relate to funds or equipment provided under this Agreement shall be subject to audit at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. Records shall be maintained in accordance with the standards outlined in the Metro Grants Manual. The financial statements shall be prepared in accordance with generally accepted accounting principles.
17. Monitoring. Government Entity's activities conducted and records maintained pursuant to this Agreement shall be subject to monitoring and evaluation by The Office of Financial Accountability in Metro or Metro's

duly appointed representatives. Government Entity shall make all audit, accounting, or financial records, notes, and other documents pertinent to this Agreement available for review by the Metro's Office of Financial Accountability, Internal Audit or Metro's representatives, upon request, during normal working hours.

18. **Partnership or Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
 19. **Subcontracting.** Government Entity shall not assign this Agreement or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of Metro. If such subcontracts are approved by Metro, they shall contain the provisions of this Agreement pertaining to **Conflicts of Interest, Lobbying, Nondiscrimination, Public Accountability, and Public Notice.** Notwithstanding any use of approved subcontractors, Government Entity shall be the prime contractor for this Agreement and shall be responsible for all work performed.
 20. **Conflicts of Interest.** Government Entity warrants that no part of the total compensation of this Agreement shall be paid directly or indirectly to an employee or official of Metro or the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Government Entity in connection with any work contemplated or performed relative to this Agreement.
 21. **Nondiscrimination.** Government Entity 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 Agreement or in the employment practices of Government Entity on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by local, state, or federal law. Government Entity shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
-

22. **Lobbying.** Government Entity certifies, to the best of its knowledge and belief, that: No federally appropriated funds have been paid or will be paid, by or on behalf of Government Entity, 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 contract, 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 contract, grant, loan, or cooperative agreement; 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 Agreement, Government Entity shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Government Entity 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 contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.
23. **Public Accountability.** If this Agreement involves the provision of services to citizens by the Government Entity on behalf of the State, Government Entity agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Government Entity agrees to display a sign stating: "NOTICE: This Government Entity is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454." Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public enters in order to receive Agreement supported services.
24. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by Government Entity shall include the statement, "This project is funded under an agreement with U.S. Department of Homeland Security." Any such notices by the Government Entity shall be approved by the State.
25. **Notices.** All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in
-

writing and shall be made by first class mail or hand delivery, addressed to the respective party at the appropriate address as set forth below or to such other party or address as may be hereafter specified by written notice.

a. Notices to METRO:

Mayor's Office of Emergency Management
Attn: Kevin Penney, Deputy Director
2060 15th Avenue South, Suite 201
Nashville, TN 37212

Notices to Stan Gwaltney
City of Gallatin
119 GFD Memorial Blvd.
Gallatin, TN. 37066

**INTERLOCAL AGREEMENT
BY AND BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
THE CITY OF GALLATIN**

METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

By: Karl F. Dean
Karl F. Dean Date
Metropolitan Mayor

Recommended by: [Signature] 6-25-12
Mayor's Office of Emergency Management, Date

Approved as to Availability of Funds:
[Signature]
Director of Finance, Date 10

Approved as to Risk and Insurance:
[Signature] 7/12/12
Director of Insurance, Date

Approved as to Form and Legality:
Jennifer Caronough 8/31/12
Metropolitan Attorney, Date

Attest:
[Signature]
Ana Escobar Metropolitan Clerk RS 2012-419
Date: 9/19/12

THE CITY OF GALLATIN

By: [Signature]
Date: 6/21/12
Approved:
MAYOR
Title:

~~APPROVED AS TO FORM:~~
[Signature]
~~John H. Thompson, Attorney for City of Gallatin, Tennessee~~

ATTACHMENT 1
 GRANT BUDGET
 (Budget Page 1)

SUB GRANTEE: CITY OF GALLATIN		CONTRACT NUMBER: 2009EP000000	
FY 2009 FEMA PORT SECURITY GRANT PROGRAM		AWARD AMOUNT: \$ 250,000.00	
APPLICABLE PERIOD: JUNE 2009 - MAY 31, 2010			
EXPENSE OBJECT	COST	QUANTITY	TOTAL
Watercraft	250,000	1	250,000
GRAND TOTAL			\$ 250,000.00

my 6/6/12



U.S. Department of Homeland Security
Grant Programs Directorate

GRANT ADJUSTMENT NOTICE

1. GRANTEE NAME AND ADDRESS (Including Zip Code) MAYOR'S OFFICE OF EMERGENCY 2060 15TH AVENUE, SOUTH NASHVILLE, TN 37212	3. GRANT NUMBER 2009-PB-TK0364
1A. GRANTEE IRS/VENDOR NUMBER 026206947	4. ADJUSTMENT NUMBER <i>4</i>
2. PROJECT TITLE FY 2009 PSGP	5. DATE JUN - 6 2012
	6. GRANT MANAGER Alex Berberian

SECTION I. DEOBLIGATIONS & REOBLIGATIONS

7. ACCOUNTING CLASSIFICATION CODE FISCAL YEAR: FUND CODE: BUD. ACT.: OFC.: DIV./REG.: SUB.: MISO:	9. PREVIOUS GRANT AWARD AMOUNT \$ 1,560,071.00
DOCUMENT CONTROL NUMBER:	10. DEOBLIGATION AMOUNT \$
	11. ADJUSTED AWARD AMOUNT \$ 1,560,071.00

SECTION II. CHANGES

12. CHANGE GRANT MANAGER	FROM:	TO:
13. CHANGE GRANT PERIOD	FROM: 06/01/2009-05/31/2012	TO: 06/01/2009-05/31/2012

SECTION III. OTHER ADJUSTMENTS & INFORMATION

14. This Grant Adjustment Notice (GAN) extends the grant period as stated above. The grantee requires additional time to start and complete homeland security projects. The grantee is reminded to submit all financial status reports and project progress reports to facilitate the drawdown of funds.



15. TYPED NAME AND TITLE OF AUTHORIZED OFFICIAL Alexander R. Mirzlik, Jr., Branch Chief, Preparedness Grants Division	16. SIGNATURE OF AUTHORIZED OFFICIAL <i>Alex Mirzlik Jr.</i> 06/01/2012
--	---

PK

Doc

Obligation ID: Type: Status:
CR Exempt: Vendor:

MAYOR'S OFFICE OF EMERGENCY

Amendment ID: Effective Performance Dates Expiration
Date: Date: From: To: Date:

Prompt Pay Terms: Disc Rate: Days Net

	New	Previous	Available Balance
Amount:	<input type="text" value="\$0.00"/>	\$1,560,071.00	\$1,560,071.00
Weight:	<input type="text" value="\$0.00"/>	\$0.00	\$0.00
Total :	\$0.00	\$1,560,071.00	\$1,560,071.00

Comment:

Transaction Date: Accounting Period: Transfer Fund:

F2 F3 F4 F5 F6 F7 F8 F9

16/7/2012 10:01

**Metropolitan Government of Nashville/Davidson Co.
Business Unit Changes/Addition Request**

Accounting Information	
Effective Date <small>(Current Date or Future Date if not for immediate use.)</small>	6/21/2012
Department Name / Number	Mayor's Office of Emergency Management/004
BU Number (leave blank if new)	4305028
Brief Description of Activity	Enhance Nashville/Davidson County Port and Maritime Infrastructure. GRANT PERIOD EXTENDED: FROM: 06/01/2009-05/31/2012
Proposed Business Unit Name	FY2009 Port Security Grant Program
Proposed Fund Number	32260
Department - specific code (if any)	004
Funding Source	
Location	
Budget Method (check one)	<input type="checkbox"/> Annual <input checked="" type="checkbox"/> Multi-Year <input type="checkbox"/> No Budget
Specific Objects Accounts needed or BU from which to copy <u>all</u> accounts. <i>Do not use BU with lot of unused accounts.</i>	503,110,507,400,507,000,000,000,000,000,000,000
Does this activity involve positions/payroll?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

Results Matter	
This section must be completed.	
Line of Business Name/Code No.	
Program Name/Code No.	

Grant Information	
<small>(Check here if not grant and skip this section)</small> <input type="checkbox"/>	
All Grant related BU's must be approved by the Division of Grants Coordination	
ARRA Grant - Federal Stimulus 2009	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Federal Direct	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Federal Pass-Thru	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
State Direct	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Federal Grantor	Department of Homeland Security/FEMA
State Grantor	
Other Grantor	
Contract/Grant Number	2009-RU-T9-K036
Department Grant/Project Number	
CFDA No.	97-056
Revenue Adjustment Required?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Local Match Required?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Method of Reimbursement	
pre-paid lump sum	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
monthly reimbursement	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
lump sum reimbursement	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
prepaid draw downs	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
quarterly reimbursement	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
other (specify)	

Approval & Date Approved	
Department	
Division of Budgets	
Division of Grants Coordination	
Division of Accounts	

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. RS2012-419

2012 SEP 11 AM 10:04

FILED
METROPOLITAN
CLERK

A resolution approving a sub-grant interlocal agreement by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Office of Emergency Management, and the City of Gallatin for participation in the Fiscal Year 2009 Port Security Grant Program funded by the U.S. Department of Homeland Security. (No. 2009-PU-T9-K036).

Introduced SEP 18 2012

Amended _____

Adopted SEP 18 2012

Approved SEP 19 2012

By K I E N
Metropolitan Mayor

Resolution No. RS2010-1209

A resolution accepting a grant/approving a cooperative agreement between the U.S. Department of Homeland Security and The Metropolitan Government of Nashville and Davidson County, acting by and through the Mayor's Office of Emergency Management, to enhance the nation's port and maritime infrastructure to prevent, respond to, and recover from threats of terrorism.

WHEREAS, the U.S. Department of Homeland Security has awarded the Metropolitan Government a grant with an award of \$1,560,071.00 with an in-kind match of \$390,017.75 to enhance the nation's port and maritime infrastructure to prevent, respond to, and recover from threats of terrorism; and,

WHEREAS, the grant contract is also a cooperative agreement which provides that the Metropolitan Government shall administer the grant funds for the benefit of sub recipients who are awarded portions of the grant funds for specific projects approved by the federal government; and,

WHEREAS, any required matching funds shall be provided by the sub recipients of the grant for the specific projects approved by the federal government; and,

WHEREAS, the Metropolitan Government shall be required to provide matching funds only for Metropolitan Government projects that are approved by the federal government; and,

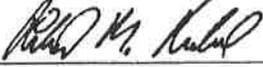
WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant/cooperative agreement be accepted and approved.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the grant/cooperative agreement by and between the U.S. Department of Homeland Security and The Metropolitan Government of Nashville and Davidson County, acting by and through the Mayor's Office of Emergency Management, in an amount not to exceed \$1,560,071.00, to enhance the nation's port and maritime infrastructure to prevent, respond to, and recover from threats of terrorism, a copy of which contract/agreement is attached hereto and incorporated herein, is hereby accepted and approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:



Richard M. Riebeling, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:


Assistant Metropolitan Attorney

INTRODUCED BY:



Members of Council



Department of Homeland Security FEMA
Grant Programs Directorate

Cooperative Agreement

PAGE 1 OF 3

1. RECIPIENT NAME AND ADDRESS (including Zip Code) Metropolitan Government of Nashville and Davidson County Mayor's Office of Emergency Management 2060 15th Avenue South Nashville, TN 37212		4. AWARD NUMBER: 2009-PU-T9-K036	
		5. PROJECT PERIOD: FROM 06/01/2009 TO 05/31/2012 BUDGET PERIOD: FROM 06/01/2009 TO 05/31/2012	
1A. GRANTEE IRS/VENDOR NO. 650694743		6. AWARD DATE 07/31/2009	7. ACTION Initial
		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE FY 2009 Port Security Grant Program		10. AMOUNT OF THIS AWARD \$ 1,560,071	
		11. TOTAL AWARD \$ 1,560,071	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009, P.L. No. 110-329			
15. METHOD OF PAYMENT PARS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING DHS OFFICIAL W. Ross Ashley, III Assistant Administrator, Grant Programs Directorate		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Laura Holtenstad Director	
17. SIGNATURE OF APPROVING DHS OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 3-1-10
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT 9 T PU 10 00 00 1560071		21. PU09V40140	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE

OJP FORM 4000/2 (REV. 4-88)



Department of Homeland Security
FEMA
Grant Programs Directorate

AWARD CONTINUATION
SHEET
Cooperative Agreement

PAGE 2 OF 3

PROJECT NUMBER 2009-FU-T9-K036

AWARD DATE 07/31/2009

SPECIAL CONDITIONS

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2009 Port Security Grant Program guidance and application kit.
4. The Department of Homeland Security (DHS) has elected to enter into cooperative agreements with FY 2009 Port Security Grant Program (PSGP) funding recipients for projects taking place within port areas identified as Group I or Group II ports within the FY 2009 PSGP Guidance and Application Kit. The nature of the Federal involvement in the execution of this program may include joint conduct of a Group I or Group II project. Other examples of prospective substantial Federal involvement include the following:
 - Collaboration, participation, and/or intervention in any Group I or Group II activity covered by the cooperative agreement;
 - Approval from DHS prior to the selection of a new Group I or Group II project or commencement of the next phase of an approved Group I or Group II project;
 - Authority for DHS to halt a Group I or Group II activity if detailed performance specifications are not met;
 - Authority for DHS to direct or redirect the scope of work of a Group I or Group II project based on new circumstances; and,
 - Authority for DHS to require Group I or Group II award recipients (including Sub recipients) to participate in a port wide risk management planning project.

XPK



Department of Homeland Security
FEMA
Grant Programs Directorate

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 3 OF 3

PROJECT NUMBER 2009-FU-T9-K036

AWARD DATE 07/31/2009

SPECIAL CONDITIONS

5. The grantee is prohibited from obligating, expending or drawing down funds provided through this award until a Budget Review is completed and approved by the Grants Management Division (GMD) and an official notice has been issued removing this special condition.
6. The grantee is prohibited from obligating, expending or drawing down funds provided through this award until all applicable programmatic documents are provided to and approved by the program office and an official notice has been issued removing this special condition.
7. The grantee is prohibited from obligating, expending or drawing down funds provided through this award until all applicable programmatic documents are provided for and approved by a DHS/FEMA Environmental and Historic Preservation review and an official notice has been issued removing this special condition.
8. Radiological detection equipment must be compliant with applicable national guidelines adopted by the U.S. Department of Homeland Security, including ANSI N323B-2003, ANSI N42.32-2003, ANSI N42.33-2003, and ANSI N42.35-2004.

[Handwritten signature]



Department of Homeland Security
FEMA
Grant Programs Directorate

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Cooperative Agreement

PROJECT NUMBER

2009-PU-T9-K036

PAGE 1 OF 1

This project is supported under Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009, P.L. No. 110-329

1. STAFF CONTACT (Name & telephone number)

Jackie Jackson
(202) 786-9513

2. PROJECT DIRECTOR (Name, address & telephone number)

Barbara Gmerek
Chief Financial Officer
2060 15th Avenue South
Nashville, TN 37212
(615) 862-8530

3a. TITLE OF THE PROGRAM

FY 2009 Port Security Grant Program

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

FY 2009 Port Security Grant Program

5. NAME & ADDRESS OF GRANTEE

Metropolitan Government of Nashville and Davidson County Mayor's
Office of Emergency Management
2060 15th Avenue South
Nashville, TN 37212

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 06/01/2009 TO: 05/31/2012

8. BUDGET PERIOD

FROM: 06/01/2009 TO: 05/31/2012

9. AMOUNT OF AWARD

\$ 1,560,071

10. DATE OF AWARD

07/31/2009

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

Through this accord, the Metropolitan Government of Nashville and Davidson County Mayor's Office of Emergency Management will use grant funding in the amount of \$1,560,071 from the Fiscal Year 2009 Port Security Grant Program (PSGP) for costs related to enhancing the Nation's port and maritime infrastructure to prevent, protect, respond to, and recover from threats or acts of terrorism. Projects will be determined by the cooperative agreement and grant award processes. These funds are intended to create a sustainable, risk-based effort for the protection of critical port infrastructure from terrorism, especially explosives and non-conventional threats that would cause major disruption to commerce and significant loss of life.

Project J consists of the implementation of projects supporting the approved Part Wide Risk Management/Mitigation Plan with a federal award amount of \$1,566,071.

**SIGNATURE PAGE
FOR
GRANT
FY 2009 Port Security Grant Program
2009-PU-T9-K036**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

Stephen D. Halford
Chief Stephen Halford, Director
Mayor's Office of Emergency Management

3-30-10
Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

Richard M. Riebeling
Richard M. Riebeling, Director
Department of Finance

4/26/10
Date

APPROVED AS TO RISK AND INSURANCE:

B. C. W.
Director of Risk Management Services

4/8/10
Date

**APPROVED AS TO FORM AND
LEGALITY:**

L. J. [Signature]
Metropolitan Attorney

4/19/10
Date

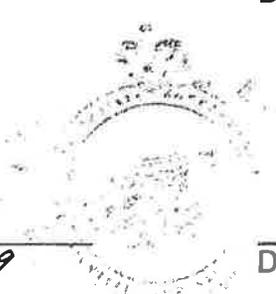
Karl F. Dean
Karl F. Dean
Metropolitan Mayor

5/21/10
Date

ATTEST:

Marilyn B. Bunnig
Metropolitan Clerk *RS2010-1209*

5/21/10
Date



ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. RS2010-1209

A resolution accepting a grant/approving a cooperative agreement between the U.S. Department of Homeland Security and The Metropolitan Government of Nashville and Davidson County, acting by and through the Mayor's Office of Emergency Management, to enhance the nation's port and maritime infrastructure to prevent, respond to, and recover from threats of terrorism.

Introduced

MAY 18 2010

Amended

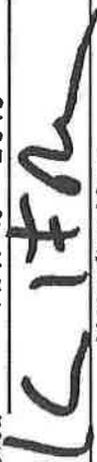
Adopted

MAY 18 2010

Approved

MAY 21 2010

By



Metropolitan Mayor

2010 MAY 10 PM 3:23

**FILED
METROPOLITAN
CLERK**

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

November 13, 2012

DEPARTMENT: **Engineering**

AGENDA # **8**

SUBJECT:

Davis Drive Traffic Calming

SUMMARY:

The Engineering Division presented 3 optional alternatives for traffic calming on Davis Drive at the October 9th Council Committee Meeting. After much consideration, staff recommends removing the speed bumps and installing temporary 3 way stops at the intersections of Davis Drive and Moss Circle and also Davis Drive and Haynie Place. After the 3 way stops have been installed for a couple of weeks, staff would then like to poll the neighborhood on the effectiveness.

RECOMMENDATION:

ATTACHMENT:

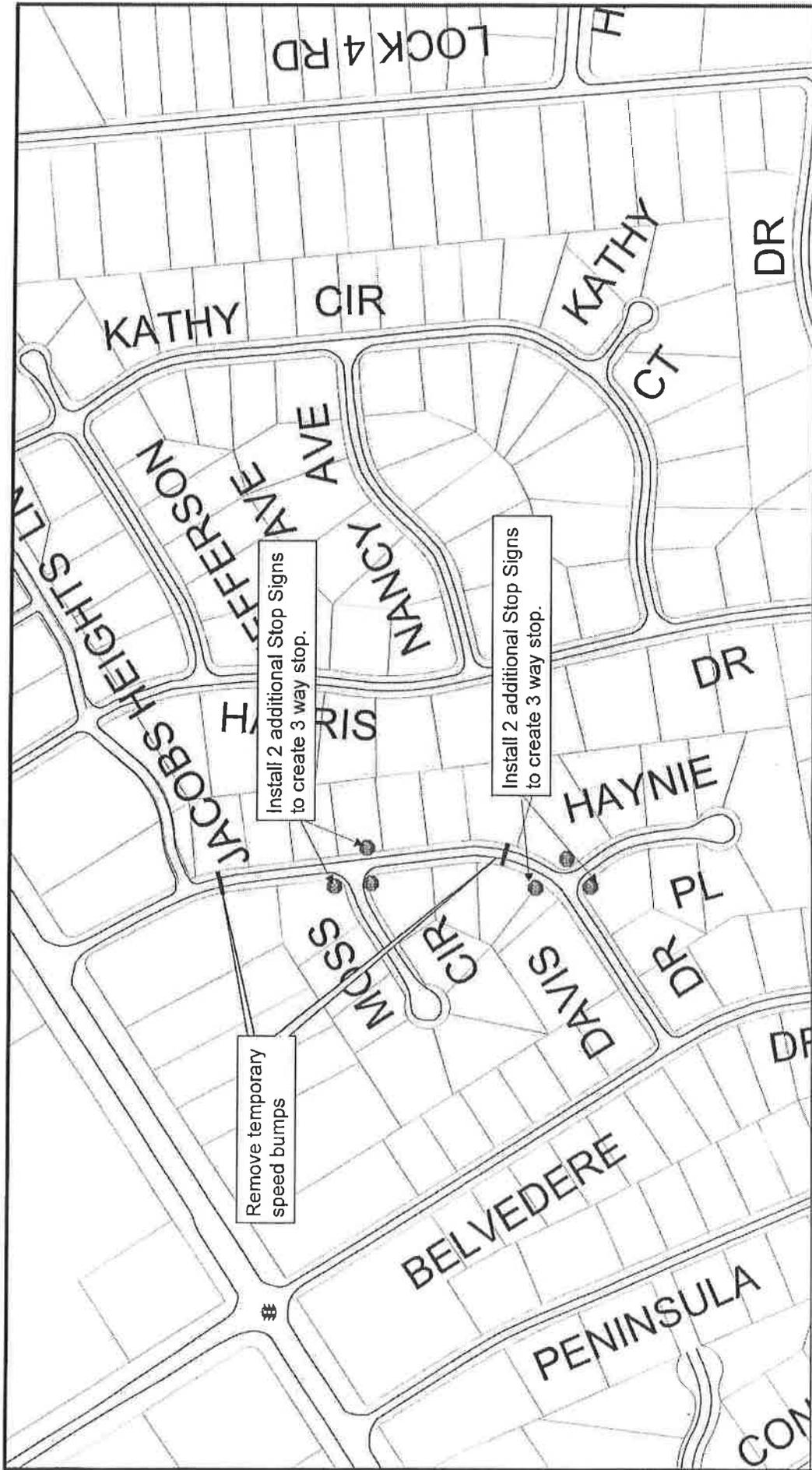
Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:



City of Gallatin Engineering Division
 Prepared by: Zach Wilkinson
 Scale: 1"=200'



Davis Drive Traffic Calming Alternative 1

