

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
JUNE 20, 2017 – 5:00 P.M.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Mike Cutshaw, Chaplain, Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. June 6, 2017

6. PROCLAMATIONS/PRESENTATIONS

Proclamation to congratulate Kanzaki Kokukoki Manufacturing Company, Ltd., on their 70th Anniversary.

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

8. OLD BUSINESS

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

1. Public Hearing pertaining to Public Chapter 1101 regarding Plans of Services and Progress Reports for the following annexation ordinances.
{No Council action required – public hearing only.}

Ordinance No. 3218 and 3241 – Annexation of properties along Thompson Creek Road [May 10, 2005 and February 14, 2006].

Ordinance No. 3519 – Annexation of property located between Merchants Greene Boulevard and South Bellwood Road south of Veterans Parkway [June 2, 2015].

Ordinance No. 3570 – Annexation of property located along the northwest intersection of W. Economy Road and Catron Lane [November 15, 2016].

Ordinance No. 3571 – Annexation of property located along N. Bellwood Road [December 6, 2016].

2. Ordinance No. 3580

An Ordinance of the City of Morristown, Tennessee, Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2017 and Ending June 30, 2018.

3. Ordinance No. 3555.07

An Ordinance to Amend Ordinance Number 3555, The City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2016-2017 and Appropriate the Sum of \$412,000 for Year End Budget Amendment for the General Fund. The additional appropriation is primarily funded from revenues exceeding original estimates and related to timing on projects and subsequent reimbursement.

9. NEW BUSINESS

9-a. Resolutions

1. Resolution No. _____

A Resolution Adopting a Public Records Policy.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____

Being an Ordinance of the City Council of Morristown, Tennessee, Amending Title 18 (Water and Sewers) Chapter 5 (Stormwater Program) of the Morristown Municipal Code.
{Public Hearing July 18, 2017}

9-c. Awarding of Bids/Contracts

1. Approval of Grant Contract between the State of Tennessee, Department of Transportation and the City of Morristown for Storm Drainage, Sinkhole Repair, Ditch Grading, Erosion Control Repair for the Morristown Municipal Airport in the amount of \$680,000.
2. Approval of Grant Contract between the State of Tennessee, Department of Transportation and the City of Morristown for Runway Rehabilitation (pavement and Crack Seal) for the Morristown Municipal Airport in the amount of \$430,000.
3. Approval of Grant Contract between the State of Tennessee, Department of Transportation and the City of Morristown for FY18 Airport Maintenance for the Morristown Municipal Airport in the amount of \$19,800.

4. Approval of Work Authorization Number 12-2017 between the City of Morristown and Michael Baker International, Inc. for Sinkhole Investigation & Remediation at the Morristown Municipal Airport in the not to exceed amount of \$47,077.
5. Approval of Work Authorization Number 13-2017 between the City of Morristown and Michael Baker International, Inc. for Drainage Improvements Project at the Morristown Municipal Airport in the not to exceed amount of \$54,441.
6. Approval of Work Authorization Number 14-2017 between the City of Morristown and Michael Baker International, Inc. for Runway Crack Seal Project at the Morristown Municipal Airport in the not to exceed amount of \$45,695,
7. Approval of Contract No. 11870, Amendment No. 1 between the City of Morristown and the Tennessee Valley Authority for funding to be used to extend Progress Parkway
8. Approval of Contract between the City of Morristown and Marblelife for City Center Floor Restoration in the amount of \$27,900.
9. Approval of Task Order Number 003 with McGill and Associates for the extension of Progress Parkway in the East Tennessee Progress Center (ETPC) for the lump sum fee of \$42,355.
10. Approval of Lease agreement between the City of Morristown and Amerigas Propane, L.P. for property at 321 Hamblen Ave., Morristown, TN. To extend the lease agreement for an additional five (5) year tenancy. The renewal period will begin on July 1, 2017 and terminate on June 30, 2022.
11. Approval of Request for Proposal for Curbline Maintenance in the amount of \$16,380 per each occurrence to L&B Landscaping & Property Management and allow City Administrator to enter negotiations and into a contract with L&B Landscaping & Property Management.
12. Approval to make application for a grant from Tennessee Department of Health for mosquito control in the amount of \$10,000.
13. Approval of Engagement Letter with USI Consulting Group to create Other Post-Employment Benefits (OPEB) Plan in compliance with Government Accounting Standards Board (GASB 74) and (GASB 75).

14. Approval of Sidewalk Maintenance Bid from Summers-Taylor, Inc.
15. Approval of renewing the Regional Government Enterprise License Agreement (ELA) for Geographic Information System (GIS) Software to Environmental Systems Research Institute, Inc. (ESRI) in the amount of \$50,000.
16. Approval of Purchase Order to A.M. Surveying, Inc. in the amount of \$14,500 land survey of Old Morristown College Site.
17. Approval of Purchase Order for Fire Department Uniforms from Municipal Emergency Services, Inc. in the amount of \$14,608.

9-d. Board/Commission Appointments

1. City Council appointment to the Morristown-Hamblen Library Board to replace the following members who have served their limited amount of terms; terms expiring Bill Brittain and Ann Cranford This will be for three (3) year terms to expire June 20, 2020.

9-e. New Issues

1. Approval of Certificate of Compliance for Ashish R. Patel who has made application to the Tennessee Alcoholic Beverage Commission for a retail package store licensure, store located at 2304 Morningside Drive; DBA Cork & Keg.

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

City Council Meeting/Holiday Schedule:
Regular City Council Meeting with Work Session

July 4, 2017	(Tuesday)	City Employee's Holiday, Independence Day (No City Council Meeting due to Holiday)
July 18, 2017	(Tues) 4:00 p.m.	Finance Committee Meeting
July 18, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Aug 1, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Aug 11-12, 2017	(Fri. & Sat)	City Council Annual Planning Work Session Meadowview Conference Center, Kingsport, TN
Aug 15, 2017	(Tues) 4:00 p.m.	Finance Committee Meeting
Aug 15, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Sep. 4, 2017	(Monday)	City Employee's Holiday, Labor Day
Sep. 5, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
Sep. 19, 2017	(Tues) 4:00 p.m.	Finance Commission Meeting
Sep. 19, 2017	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session

WORK SESSION AGENDA
June 20, 2017 5:00 p.m.

E-Citations

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
JUNE 6, 2017**

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:00 p.m., Tuesday, June 6, 2017, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis, and Ken Smith, absent; Tommy Pedigo.

Mark Burford, Senior Chaplain, Morristown Police Department, led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Alvis made a motion to approve the May 16, 2017 minutes as circulated. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Chesney presented Lifesaver Certificates to Officer Nathan Cruey and Deputy Brad Gilmer. Chief Overholt presented the Medal of Valor to Officer Cruey from the Morristown Police Department and Sheriff Jarnigan presented the Medal of Valor to Deputy Gilmer from the Hamblen County Sheriff's Department.

Mayor Chesney presented certificates to city staff for their completion of the UT/MTAS Level III Municipal Management Academy.

Councilmember Senter made a motion to Open the Agenda to add an item under Bid/Contracts to approve the site development grant contract from the State of Tennessee, Department of Economic and Community Development. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve Resolution No. 06-17. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Resolution No. 06-17

A Resolution authorizing the disbursement to the ALPS, Boys & Girls Club of Morristown, Inc., Cease, Inc., The Child Advocacy Center, Girls Inc., Helping Hands Clinic, Inc., KAB, M-H Child Care Centers, Rose Center, Senior Citizens Center, Senior Citizens Home Assistance Service, Stepping Out, Helen Ross McNabb Center, Boys & Girls Club Swim Team, Project Graduation, Diversity Task Force, HC*ExCell, Economic Development, Crockett Tavern, and of those funds allocated to these non-profit charitable and civic organizations in the City of Morristown's 2017/2018 Fiscal Year Budget.

Councilmember Bivens made a motion to approve Ordinance No. 3580 on first reading and schedule a public hearing relative to final passage of said ordinance for June 20, 2017. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3580

An Ordinance of the City of Morristown, Tennessee Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2017 and ending June 30, 2018.

Councilmember Smith made a motion to approve Ordinance No. 3555.07 on first reading and schedule a public hearing relative to final passage of said ordinance for June 20, 2017. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 3555.07

An Ordinance to Amend Ordinance Number 3555, the City of Morristown, Tennessee, Annual Budget for the Fiscal Year 2016-2017 and to Appropriate the Sum of \$412,000 for Year End Budget Amendment for the General Fund. The Additional Appropriation is Primarily Funded from Revenues Exceeding Original Estimates and Related to Timing on Projects and Subsequent Reimbursement.

Councilmember Senter made a motion to approve the Memorandum of Understanding (MOU) between Knoxville-Knox County Community Action Committee (CAC) and the City of Morristown (Morristown) Extension. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Councilmember Alvis made a motion to approve the city applying for the Tennessee Agricultural Enhancement Program (TAEP) local programming grant. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve the Inspection and Maintenance Agreement (I&M Agreement) between the City of Morristown and BB&J Holdings, Lot #7 at Masengill Springs. Councilmember Alvis seconded the motion and upon roll call; all voted “aye”.

Councilmember Smith made a motion to approve the Site Development Grant Contract between the State of Tennessee, Department of Economic and Community Development and the City of Morristown. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

City Administrator Tony Cox introduced Frankie Cox, Parks & Recreation Department, who gave a report to Council on the Healthy Tennessee Initiative.

Stacy Bogus from the State Governor's Foundation of Health and Wellness presented a check in the amount of \$5,000 to help with this initiative.

City Administrator Tony Cox reported on Line Item Transfers for the General Fund and Solid Waste Fund.

City Administrator Tony Cox requested the Mayor and Council adjourn the meeting to an executive session to receive a briefing from the City Attorney on potential litigation.

Mayor Chesney recessed the meeting for an Executive Session.

Mayor Chesney called the meeting back to order.

Mayor Chesney adjourned the June 6, 2017, City Council meeting at 5:55 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

Office of the Mayor

MORRISTOWN, TENNESSEE

PROCLAMATION



WHEREAS, Kanzaki Kogyokoki Manufacturing Company, LTD, was established in 1947 by Magokichi Yamaoka, the founder of the Yanmar Diesel Engine Company, Ltd. (now Yanmar Co., Ltd.), in Nagasu, Amagasaki City, Hyogo, Japan; and

WHEREAS, Kanzaki is the majority shareholding company of the Tuff Torq Corporation and has earned an excellent reputation for developing the best products to support a wide range of customers in the hydraulic equipment, transmission, machine tool and Marine industries; and

WHEREAS, Kanzaki's premier gear and hydraulic technology can be adapted and utilized in a wide variety of products and market applications; and

WHEREAS, Kanzaki is committed to finding solutions to all customer's specific needs through the application of research and development, production, and sales departments; and

WHEREAS, Kanzaki currently supplies over two hundred customers with various products, and with two U.S. and two Indonesian companies in addition to the facilities in Japan, Kazaki is committed to becoming a partner with their customers to develop the very best products to meet the needs of the local market and around the world.

NOW, THEREFORE, I, Mayor Gary Chesney on behalf of the Morristown City Council, of the City of Morristown, congratulate Kanzaki Kogyokoki Manufacturing, Ltd on their

70th Anniversary

In witness whereof I have herunto set my hand and caused this seal to be affixed.

ATTEST: _____

DATE: _____

City of Morristown

Incorporated 1855



DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING

MEMO

To: Mr. Tony Cox, City Administrator

From: Steve Neilson, Planning Director

Date: June 20, 2017

RE: Required annual Public hearing for Annexation Plans of Service

BACKGROUND:

In accordance with Public Chapter 1101 of 1998, it is a requirement that Tennessee municipalities which have annexed property provide a report and hold a public hearing after an annexation ordinance is adoption. Attached are the reports for the Thompson Creek Road and Drinnon Property Annexation (Ordinances 3218 and 3241), the Bell Property Annexation between Merchant's Greene Blvd and S. Bellwood Rd. (Ordinance 3519), the Hendrickson Property Annexation (Ordinance 3570), and the N. Bellwood Rd. Property (Ordinance 3571).

RECOMMENDATION:

Staff recommends that the City Council hold the required public hearing and make no changes to the plan of services at this time.

ATTACHMENTS

Plan of Service Reports on the four annexed territories.



Planning Commission options:

1. Approve annexation plan of services and recommend approval of annexation as submitted;
2. Deny annexation plan of services and recommend approval of annexation as submitted;
3. Table annexation request.

PLAN OF SERVICES

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTY LOCATED ALONG CATRON LANE AND W. ECONOMY ROAD IN THE URBAN GROWTH BOUNDARY.

WHEREAS, TENNESSEE CODE ANNOTATED, TITLE 6, CHAPTER 51, AS AMENDED REQUIRES THAT A PLAN OF SERVICES BE ADOPTED BY THE GOVERNING BODY.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE:

Property identified as Hamblen County Tax Parcel ID # 032033 01201, including 5.56 acres of land located at the northwest intersection of Catron Lane and W. Economy Road;

Section I. Pursuant to the provisions of Title 6, Chapter 51, Tennessee Code Annotated, there is hereby adopted, for the area bounded as described above, the following plan of services.

Police Protection

Patrolling, radio responses to calls, and other routine police services using present personnel and equipment will be provided upon the effective date of annexation.

Fire Protection

Fire protection by the present personnel and the equipment of the fire fighting force, within the limitations of available water and distances from fire stations, will be provided upon the effective date of annexation. Water for fire protection to serve the substantially developed annexed area(s) will be provided in accordance with current policies of Morristown Utilities Commission unless authorized by franchise agreement with another utility district which has made service available with capabilities to meet City of Morristown Fire Protection Standards. Any extension of water system infrastructure beyond that of the Morristown Utility Commission policies shall be at the expense of the property owner or developer.

Water Service

Water for potable use will be provided in accordance with current policies of Morristown Utilities Commission.

Sanitary Sewer Service

Any extension of said shall be at the expense of the property owner or property developer.

Electrical Service

Electrical service for domestic, commercial and industrial use will be provided at city rates for new lines as extended in accordance with current policies of Morristown Utility Commission. In those parts of the annexed area presently served by another utility cooperative, the above conditions or terms will begin with the acquisition by the city of such cooperatives or parts thereof, which may be delayed by negotiations and/or litigation.

Refuse Collection

The same regular refuse collection service now provided within the City will be extended to the annexed area sixty days following the effective date of annexation.

Streets

Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under current policies of the city. Traffic signals, traffic signs, street markings and other traffic control devices will be installed as the need therefore is established by appropriate study and traffic standards. Street name signs where needed will be installed as new street construction requires.

Inspection Services

Any inspection services now provided by the City (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin upon the effective date of annexation.

Planning and Zoning

The planning and zoning jurisdiction of the city will apply to the annexed area in conjunction with the effective date of annexation. The Morristown Regional Planning Commission recommended the zoning designation of R-1, Single Family Residential.

Street Lighting

Street lights will be installed in accordance to City policies.

Recreation

Residents of the annexed area may use all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the present city will be followed in expanding the recreational program and facilities in the enlarged city.

Miscellaneous

Fibernet will be installed per the current Morristown Utility System policy.

Section II. This Resolution shall become effective from and after its adoption.

Passed on this _____ day of _____, 2016.

Mayor

ATTEST:

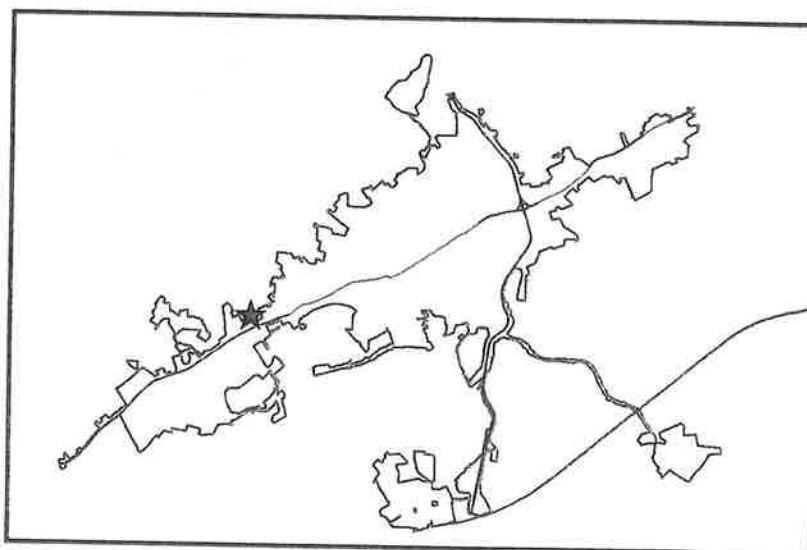
City Administrator



Department of Community Development
100 West 1st North Street
Morristown, TN 37814
(423) 585-4620

TO: Morristown Regional Planning Commission
FROM: Lori Matthews, Senior Planner
DATE: November 8th 2016
SUBJECT: Annexation Request

The Community Development Department has received an annexation request from Mr. Phillip Carlyle for his property which adjoins the Villa's West (multi-family) development off of North Bellwood Road in west Morristown. This vacant parcel, (Hamblen County Parcel ID # 040 03900 000) is 5 acres in size and within the City's Urban Growth Boundary Area.



The subject property is surrounded by residential development with single family lots (West Hills Subdivision) to the east, Villa's West (single family rental housing under construction) to the south and a mix of duplex and triplex housing to the west (Oakwood Gardens). The right-of-way of N. Bellwood Road which fronts this property is already within the corporate limits as it serves the Oakwood Gardens community and all properties on either side southward down to W. Andrew Johnson Highway.

It is the intent of the owner to develop the acreage into either a single family or multi-family residential development, but no plan has been submitted to either the City or County as of this date. Hamblen County has this property zoned commercially (C-1). Staff would recommend a zoning designation of R-2 (Medium Residential Density) be approved for this site as it accommodates both single and multi-family development.

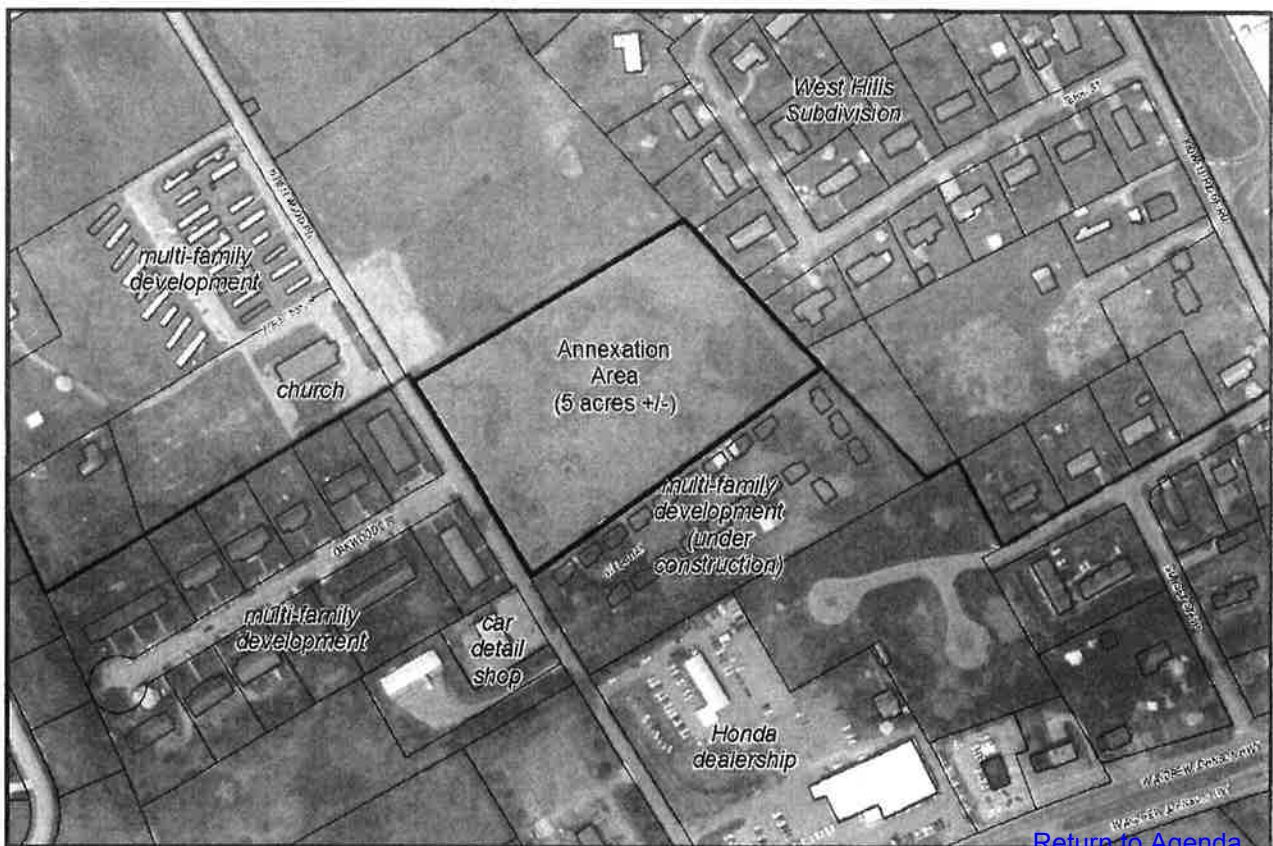
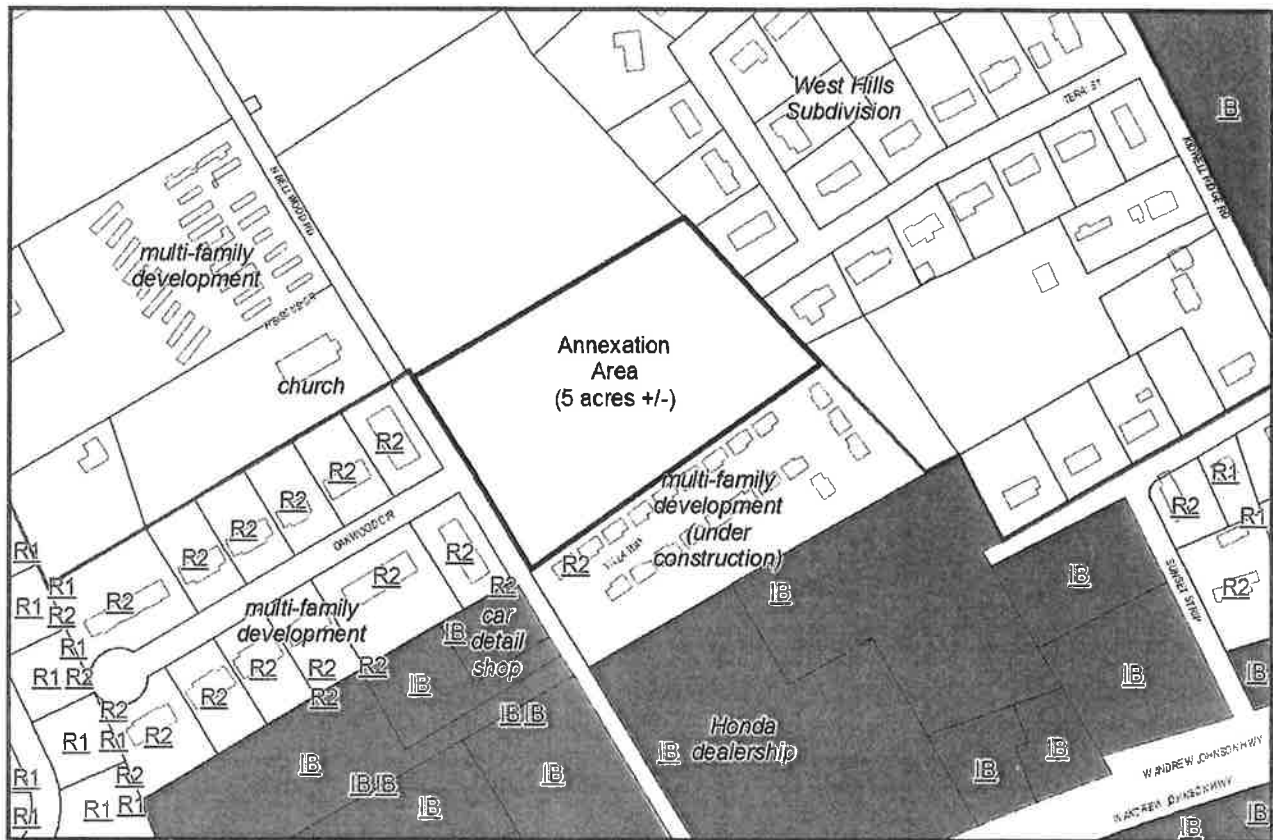
The Plan of Services has been attached to this memorandum which includes utility servicing (electrical and sanitary sewer to be provided by Morristown Utilities Commission and water to be provided by Alpha Talbott Utility District) as well as all other standard City services. No additional Fire or Police personnel will be required at this time. As mentioned, no street rights of way need be considered at this time for this request.

Staff would ask that the Planning Commission recommend approval of the Plan of Services and Zoning Ordinance to City Council as submitted.

[Return to Agenda](#)

PLANNING COMMISSION OPTIONS:

1. Recommend approval of annexation request as submitted to City Council;
2. Recommend denial of annexation request as submitted to City Council;



View from adjoining (north) lot looking south across subject property toward Villa's West multi-family development



PLAN OF SERVICES

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTY LOCATED ALONG NORTH BELLWOOD ROAD WITHIN THE CITY'S URBAN GROWTH BOUNDARY.

WHEREAS, TENNESSEE CODE ANNOTATED, TITLE 6, CHAPTER 51, AS AMENDED REQUIRES THAT A PLAN OF SERVICES BE ADOPTED BY THE GOVERNING BODY.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND COUNCIL THE CITY OF MORRISTOWN, TENNESSEE:

Property identified as Hamblen County Tax Parcel ID # 032040 03900 which includes approximately 5 acres located along the eastern right of way of N. Bellwood Road, the southwest corner of said parcel being approximately 740 feet from the northern right of way line of West Andrew Johnson Highway;

Section I. Pursuant to the provisions of Title 6, Chapter 51, Tennessee Code Annotated, there is hereby adopted, for the area bounded as described above, the following plan of services.

Police

1. Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment will be provided upon the effective date of annexation.
2. Traffic signals, traffic signs, street markings and other traffic control devices will be installed as the need therefore is established by appropriate study and traffic standards.

Fire

1. Fire protection by the present personnel and the equipment of the fire fighting force, within the limitations of available water and distances from fire stations, will be provided upon the effective date of annexation.

Water

1. Water for potable use will be provided in accordance with current policies of the Alpha-Talbott Utility District unless located in an area in which another utility district has made service available and asserts Title 7 USC 1926b protection in the annexed area.
2. Water for fire protection to serve the substantially developed annexed area(s) will be provided in accordance with current policies of Alpha-Talbott Utility District unless authorized by franchise agreement with another utility district which has made service available with capability to meet City of Morristown Fire Protection Standards. Any extension of water system infrastructure beyond that of Alpha-Talbott Utility District policies shall be at the expense of the property owner or developer.

Sewers

1. Any extension of said shall be at the expense of the property owner or property developer.

Electrical

1. Electrical service for domestic, commercial and industrial use will be provided at city rates for new lines as extended in accordance with current policies of Morristown Utility Commission.
2. In those parts of the annexed area presently served by another utility cooperative, the above conditions or terms will begin with the acquisition by the city of such cooperatives or parts thereof, which may be delayed by negotiations and/or litigation.

Refuse Collection

1. The same regular refuse collection service now provided within the city will be extended to the annexed area sixty days following the effective date of annexation.

Streets

1. Routine maintenance, on the same basis as in the present city, will begin in the annexed area when funds from the State gasoline tax based on the annexed population are received (usually July 1 following the effective date of annexation).
2. Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under current policies of the city.

Inspection Services

1. Any inspection services now provided by the city (building, electrical, plumbing, gas, housing, weights and measures, sanitation, etc.) will begin upon the effective date of annexation.

Planning and Zoning

1. The planning and zoning jurisdiction of the city will apply to the annexed area in conjunction with the effective date of annexation. The Morristown Regional Planning Commission recommended the zoning designation of R-2 Medium Family Residential.

Street Lighting

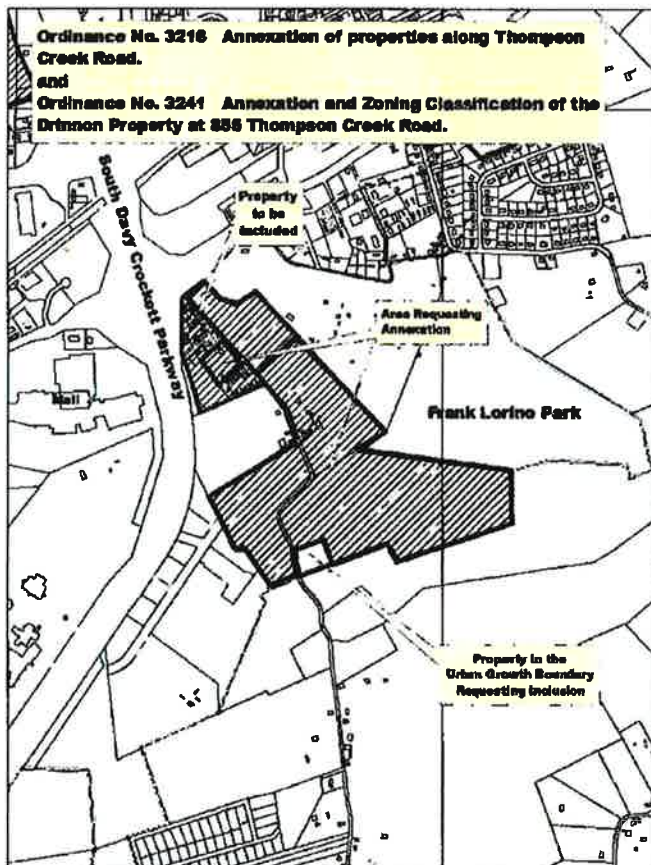
1. Street lights will be installed under the standards currently prevailing in the existing city.

Recreation

1. Residents of the annexed area may use all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the present city will be followed in expanding the recreational program and facilities in the enlarged city.

Ordinance No. 3218 Annexation of properties along Thompson Creek Road. {May 10, 2005} and Ordinance No. 3241 Annexation and Zoning Classification of the Drinnon Property at 855 Thompson Creek Road. {February 14, 2006}

At a Public Hearing held on August 16, 2005 it was reported that all city services were being provided with the exception that sewer service. At a hearing held on August 15, 2006 the City reiterated that sewer service to serve the substantially developed areas would be in accordance with the City's policies. Any extension of said sewers beyond that of the city's policies shall be at the expense of the property owners or developers. Further, the City reported that sewer will not be extended to the existing residences for at least 10 years after the adoption date of the annexation ordinance for that territory. However, if the planned commercial shopping center proposed within the annexed territory proceeds with development prior to this, the city will provide sewer at the developer's expense at that time. At a Public Hearing held May 15, 2007 it was reported that commercial development of the property by the developers remains unchanged since the last published progress report. Presently, these conditions remain unchanged.



Ordinance No. 3519 - Annexation of property located between Merchants Greene Boulevard and South Bellwood Road south of Veterans Parkway including portions of Hamblen County Tax Parcel 032 048 05900 and Hamblen County Tax Parcel 032 048 05901{June 2, 2015}

Section I. Pursuant to the provisions of Title 6, Chapter 51, Tennessee Code Annotated, there is hereby adopted, for the area bounded as described above, the following plan of services.

a. Police

1. Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment, has been provided upon the effective date of annexation.
2. Traffic signals, traffic signs, street markings and other traffic control devices will be installed as needed as established by appropriate study and traffic standards.

b. Fire

Fire protection by the present personnel and the equipment of the fire fighting force, within the limitations of available water and distances from fire stations, is available.

c. Water

Water for potable use and fire protection will be provided in accordance with the current policies in effect for Alpha-Talbott Utility District.

d. Sanitary Sewer

The necessary collecting, intercepting and trunk sewers to serve the substantially developed annexed area(s) shall be in accordance with the current policies of Morristown Utilities Commission. Any extension of said sewers beyond that of the city's policy shall be at the expense of the property owner or property developer.

e. Electrical

Electrical service for domestic, commercial and industrial use will be provided and in accordance with current policies of Morristown Utility Commission.

f. Refuse Collection

The same regular refuse collection service now provided within the city for residential customers will be extended to the annexed area when development occurs

g. Streets

1. Routine maintenance, on the same basis as in the present city, will begin in the annexed

area when funds from the State gasoline tax based on the annexed population are received (usually July 1 following the effective date of annexation).

2. Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under current policies of the city.

h. Inspection Services

Any inspection services now provided by the city (building, electrical, plumbing, gas, housing, weights and measures, sanitation, etc.) will begin as development necessitates

i. Planning and Zoning

The planning and zoning jurisdiction of the city is in effect to the area. The property was zoned PCD, Planned Commercial District.

j. Street Lighting

Street lights will be installed under the standards currently prevailing in the existing city under policy of Morristown Utilities Commission.

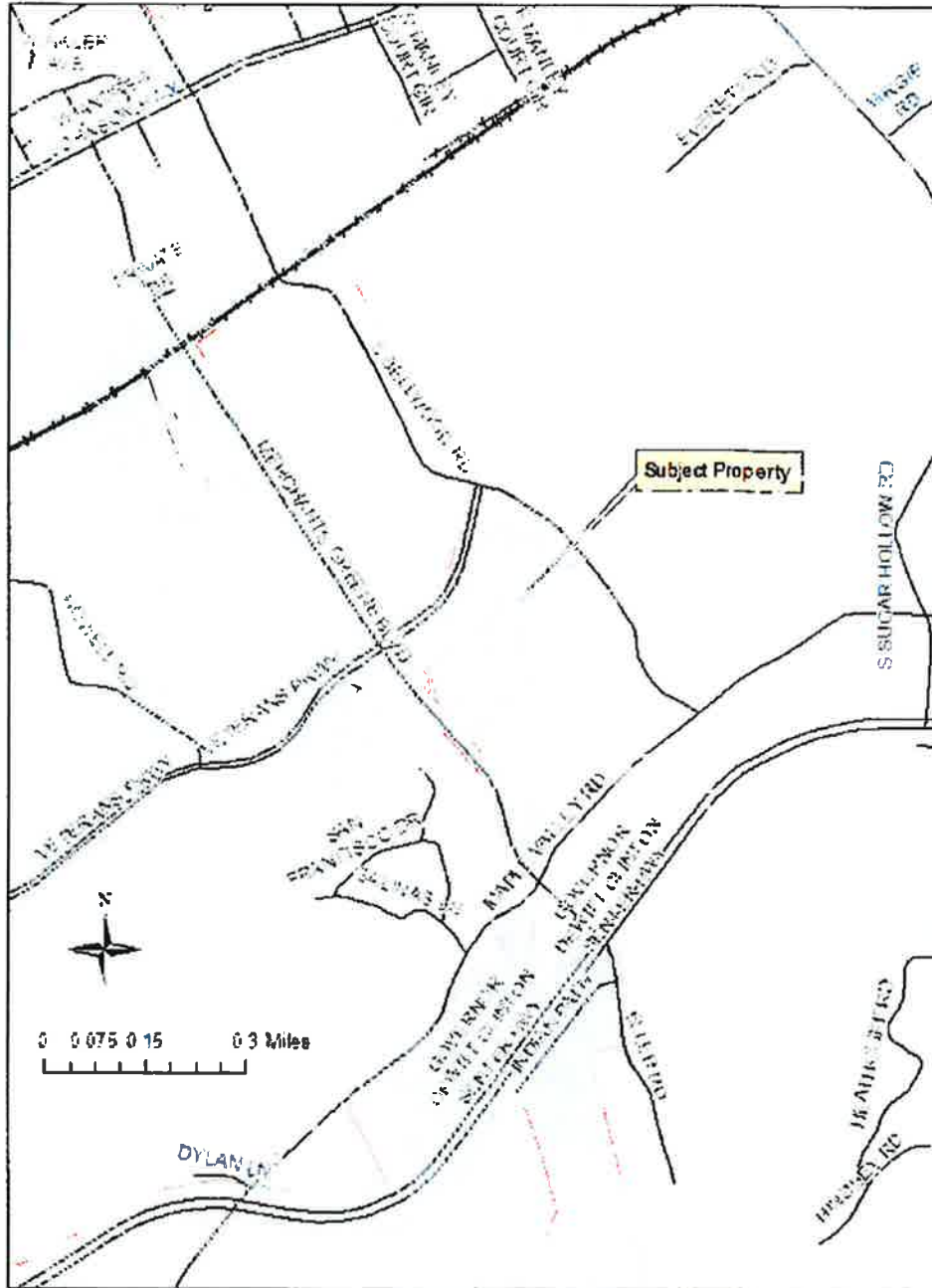
k. Recreation

Residents of the annexed area may use all existing recreational facilities, parks, etc.

l. Miscellaneous

Street name signs where needed will be installed as new street construction requires. Fibernet will be installed per the current Morristown Utility System policy.

Ordinance No. 3519 - Bell property between Merchants Greene Blvd and S Bellwood Rd



ORDINANCE NO. 3580

AN ORDINANCE OF THE CITY OF MORRISTOWN, TENNESSEE
ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1,
2017 AND ENDING JUNE 30, 2018

WHEREAS, *Tennessee Code Annotated* Title 9 Chapter 1 Section 116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Board of Mayor and City Council has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND CITY COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE AS FOLLOWS:

SECTION 1: That the governing body estimates anticipated revenues of the municipality from all sources to be as follows for fiscal year 2018:

General Fund	FY 2016 Actual	FY 2017 Estimated	FY 2018 Proposed
Local Taxes	\$26,459,912	\$28,441,262	\$28,104,580
Licenses And Permits	1,180,914	838,832	861,000
Intergovernmental	9,533,778	6,743,002	7,083,704
Charges For Services	128,909	127,364	128,000
Fines And Forfeitures	1,054,226	1,002,662	920,000
Uses of Money And Property	1,546,810	692,468	427,437
Transfers In	53,070	0	0
Total Revenues	39,957,619	37,845,590	37,524,721
Beginning Fund Balance	24,118,456	25,500,831	23,415,695
Total Available Funds	64,076,075	63,346,421	60,940,416

Narcotics Fund	FY 2016 Actual	FY 2017 Estimated	FY 2018 Proposed
Fines And Forfeitures	\$87,093	\$84,764	\$80,000
Transfer from General Fund	618,623	0	0
Total Revenues	705,716	84,764	80,000
Beginning Fund Balance	83,295	92,712	120,550
Total Available Funds	789,011	177,476	200,550

LAMTPO Fund	FY 2016 Actual	FY 2017 Estimated	FY 2018 Proposed
Intergovernmental	\$97,023	\$196,494	\$313,420
Total Revenues	97,023	196,494	313,420
Beginning Fund Balance	488,646	195,814	204,710
Total Available Funds	585,669	392,308	518,130

Solid Waste Fund	FY 2016 Actual	FY 2017 Estimated	FY 2018 Proposed
Charges For Services	\$1,463,890	\$1,412,355	\$1,365,000
Transfer from General Fund	400,000	230,000	0
Total Revenues	1,863,890	1,642,355	1,365,000
Beginning Fund Balance	220,897	436,377	446,245
Total Available Funds	2,084,787	2,078,732	1,811,245

Storm Water Fund	FY 2016 Actual	FY 2017 Estimated	FY 2018 Proposed
Charges For Services	\$1,350,695	\$1,365,775	\$1,500,000
Uses of Money and Property	7,746	6,712	5,000
Total Revenues	1,358,441	1,372,487	1,505,000
Beginning Fund Balance	3,672,147	3,681,481	3,579,449
Total Available Funds	5,030,588	5,053,968	5,084,449

SECTION 2: That the governing body appropriates from these anticipated revenues and unexpended and unencumbered funds as follows:

General Fund	FY 2016 Actual	FY 2017 Estimated	FY 2018 Proposed
City Legislative Services	\$194,980	\$272,868	\$320,563
City Management	606,296	733,255	811,032
Finance	853,111	870,300	1,036,960
Procurement Services	60,534	61,226	67,421
Technology Services	224,804	264,853	257,466
Human Resource Services	643,789	658,464	718,071
Legal Services	222,120	212,999	253,236
Community Services	1,123,654	927,156	397,332
Code Enforcement Services	196,647	218,167	228,994
Engineering	291,848	215,522	242,290
GIS Department	255,200	282,985	279,916
Inspections	393,363	516,770	548,466
Police	7,319,883	8,080,337	8,822,817
Fire and Medical	7,303,377	8,501,194	7,987,243
Public Works	9,251,448	8,588,165	8,299,717
Park & Rec	2,039,653	1,936,962	2,204,152
CDBG	0	418,314	411,538
Outside Agencies	240,025	235,038	250,000
Airport	1,570,257	305,333	1,317,306
Debt	1,436,736	1,507,976	2,748,669
Special Appropriations	1,953,896	1,207,866	1,329,612
Internal Transfers	2,393,623	3,914,976	1,380,000
Total Appropriations	38,575,244	39,930,726	39,912,801
Surplus/(Deficit)	1,382,375	(2,085,136)	(2,388,080)
Ending Fund Balance	25,500,831	23,415,695	21,027,615

Narcotics Fund	FY 2016 Actual	FY 2017 Estimated	FY 2018 Proposed
Police Narcotics	\$696,299	\$56,926	\$141,409
Total Appropriations	696,299	56,926	141,409
Surplus/(Deficit)	9,417	27,838	(61,409)
Ending Fund Balance	92,712	120,550	59,141

LAMTPO Fund	FY 2016 Actual	FY 2017 Estimated	FY 2018 Proposed
Transportation Planning Admin.	\$389,855	\$187,598	\$313,420
Total Appropriations	389,855	187,598	313,420
Surplus/(Deficit)	(292,832)	8,896	0
Ending Fund Balance	195,814	204,710	204,710

Solid Waste Fund	FY 2016 Actual	FY 2017 Estimated	FY 2018 Proposed
Sanitation	\$1,405,217	\$1,330,065	\$1,453,954
Recycling	209,423	269,003	291,324
Debt Service	33,770	33,419	32,674
Total Appropriations	1,648,410	1,632,487	1,777,952
Surplus/(Deficit)	215,480	9,868	(412,952)
Ending Fund Balance	436,377	446,245	33,293

Storm Water Fund	FY 2016 Actual	FY 2017 Estimated	FY 2018 Proposed
Drainway Maintenance	\$762,620	\$627,806	\$1,573,021
Storm Water Admin.	248,962	253,491	333,142
Debt Service	97,299	352,996	342,373
Depreciation	240,226	240,226	240,226
Total Appropriations	1,349,107	1,474,519	2,488,762
Surplus/(Deficit)	9,334	(102,032)	(983,762)
Ending Fund Balance	3,681,481	3,579,449	2,595,687

SECTION 3: At the end of the current fiscal year the governing body estimates balances/ (deficits) as follows:

General Fund	\$ 23,415,695
Narcotics	\$ 120,550
LAMTPO	\$ 204,710
Solid Waste	\$ 446,245
Storm Water	\$ 3,579,449

SECTION 4: That the governing body recognizes that the municipality has bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Principal	Interest Requirements	Debt Authorized and Unissued	Principal Outstanding at June 30
Bonds	\$593,884	\$442,802	\$2,790,000	\$13,874,766
Notes	\$335,000	\$47,317	\$0	\$2,325,000
Capital Leases	\$0	\$0	\$0	\$0
Other Debt	\$938,434	\$665,779	\$0	\$14,366,609

SECTION 5: During the coming fiscal year the governing body has planned capital projects and proposed funding as follows:

Proposed Capital Projects	Proposed Amount Financed by Appropriations	Proposed Amount Financed by Debt
\$11,169,600	\$8,439,600	\$2,730,000

SECTION 6: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 T.C.A. Section 6-56-208. In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Section 6-56-205 of the *Tennessee Code Annotated*.

SECTION 7: Money may be transferred from one appropriation to another in the same fund by the City Administrator, subject to such limitations and procedures as set in the Section 6-56-209 of the *Tennessee Code Annotated*. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 8: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full time equivalent employees required by Section 6-56-206, *Tennessee Code Annotated* will be attached.

SECTION 9: If for any reason a budget ordinance is not adopted prior to the beginning of the next fiscal year, the appropriations in this budget ordinance shall become the appropriations for the next fiscal year until the adoption of the new budget ordinance in accordance with Section 6-56-210, *Tennessee Code Annotated* provided sufficient revenues are being collected to support the continuing appropriations for no longer than 60 days after the end of the fiscal year. Approval of the Director of the Office of State and Local Finance in the Comptroller of the Treasury for a continuation budget will be requested if any indebtedness is outstanding.

SECTION 10: There is hereby levied a property tax of \$1.20 per \$100 of assessed value on all real and personal property.

SECTION 11: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 12: This ordinance shall take effect July 1, 2017, the public welfare requiring it.

PASSED ON FIRST READING THIS THE 6TH DAY OF JUNE 2017.

MAYOR

ATTEST:

CITY ADMINISTRATOR/RECORDER

PASSED ON SECOND AND FINAL READING THIS THE 20TH DAY OF JUNE 2017.

MAYOR

ATTEST:

CITY ADMINISTRATOR/RECORDER

SEAL

APPROPRIATION ORDINANCE

Ordinance Number:

3555.07

AN ORDINANCE TO AMEND ORDINANCE NUMBER 3555, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR THE FISCAL YEAR 2016-2017 AND APPROPRIATE THE SUM OF \$412,000 FOR YEAR END BUDGET AMENDMENT FOR THE GENERAL FUND. THE ADDITIONAL APPROPRIATION IS PRIMARILY FUNDED FROM REVENUES EXCEEDING ORIGINAL ESTIMATES AND RELATED TO TIMING ON PROJECTS AND SUBSEQUENT REIMBURSEMENT.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 3555 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2016-2017 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Revenue	31100	Property Tax - Current Year	\$62,000			
General (#110)	Revenue	33180	Federal Grants		\$ 200,000		
General (#110)	Revenue	33580	State of Tennessee - TDOT Streets	\$1,850,000			
General (#110)	Revenue	33585	State of Tennessee - Airport Grants		\$ 750,000		
General (#110)	Revenue	33590	State of Tennessee - Other State Revenue		\$ 500,000		
General (#110)	Revenue	33617	State of Tennessee - Greenways		\$ 80,000		
General (#110)	Revenue	36120	Investment Interest	\$30,000			
General (#110)	Finance	110-41530-359	Other Professional Services			\$ 35,000	
General (#110)	Purchasing	110-41610-111	Wages			\$ 4,750	
General (#110)	Purchasing	110-41610-210	FICA			\$ 200	
General (#110)	Purchasing	110-41610-213	TCRS Contribution			\$ 1,000	
General (#110)	Purchasing	110-41610-214	Employee Health Insurance			\$ 2,000	
General (#110)	Retiree's Benefits	110-41630-262	Health Insurance - Retiree's				\$ 75,000
General (#110)	Computer Operations	110-41640-355	Computer/Data Processing			\$ 30,000	
General (#110)	Computer Operations	110-41640-399	Other Contracted Services			\$ 45,000	
General (#110)	Legal Services	110-41660-352	Legal Services			\$ 50,000	
General (#110)	Planning	110-41700-801	Grants & Other Subsidies			\$ 350,000	
General (#110)	Engineering	110-41800-111	Wages				\$ 70,000
General (#110)	Engineering	110-41800-399	Other Contracted Services				\$ 40,000
General (#110)	Patrol	110-42120-431	Gasoline & Diesel Fuel				\$ 100,000
General (#110)	Narcotics	110-42171-533	Holiday Pay			\$ 13,000	
General (#110)	Fire Inspection	110-42220-111	Wages			\$ 3,000	
General (#110)	Fire Fighting	110-42240-111	Wages				\$ 50,000
General (#110)	Fire Fighting	110-42240-112	Overtime			\$ 30,000	
General (#110)	Fire Fighting	110-42240-383	Travel			\$ 20,000	
General (#110)	PW - Administration	110-43110-111	Wages			\$ 33,000	
General (#110)	PW - Administration	110-43110-210	FICA			\$ 1,700	
General (#110)	PW - Administration	110-43110-212	Medicare			\$ 500	

[Return to Agenda](#)

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	PW - Administration	110-43110-213	TCRS Contribution			\$ 4,800	
General (#110)	PW - Administration	110-43110-214	Employee Health Insurance			\$ 12,000	
General (#110)	PW - Administration	110-43110-971	Motor Equipment			\$ 34,000	
General (#110)	PW - Buildings & Grounds	110-43120-999	Other Capital Outlay				\$ 60,000
General (#110)	PW - Equipment Shop	110-43130-433	Vehicle/Oil/Fluid/Tires			\$ 8,000	
General (#110)	PW - Street Repairs	110-43140-111	Wages				\$ 125,000
General (#110)	PW - Brush Pick-up	110-43160-960	Machinery & Equipment				\$ 80,000
General (#110)	PW - Brush Pick-up	110-43160-999	Other Capital Outlay				\$ 20,000
General (#110)	PW - Communications Shop	110-43175-112	Overtime			\$ 10,000	
General (#110)	PW - Pavement Management System	110-43300-958	Street Infrastructure Improvements			\$ 100,000	
General (#110)	P&R - Administration	110-44410-111	Wages				\$ 7,950
General (#110)	Special Appropriations	110-81000-620	TIF Payments			\$ 62,000	
General (#110)	Transfers to Other Funds	110-92000-639	Capital Projects Fund			\$ 190,000	
			Totals	\$ 1,942,000	\$ 1,530,000	\$ 1,039,950	\$ 627,950

PASSED ON FIRST READING THIS _6th_ Day of June 2017

ATTEST: _____

Mayor

City Administrator

PASSED ON SECOND READING THIS _20th_ Day of June 2017

ATTEST: _____

Mayor

City Administrator

Resolution Number _____

A RESOLUTION ADOPTING A PUBLIC RECORDS POLICY

WHEREAS, pursuant to Tenn. Code Ann. § 10-7-503(g), every governmental entity subject to the Tennessee Public Records Act (“TPRA”) (Tenn. Code Ann. § 10-7-501 et seq.), must establish a written public records policy properly adopted by the appropriate governing authority by July 1, 2017; and

WHEREAS, the policy adopted shall not impose requirements on those requesting records that are more burdensome than state law; and

WHEREAS, the governing body of the City of Morristown desires to comply with the recent change in state law as it pertains to records management.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Morristown that the following Public Records Policy for the City of Morristown is hereby adopted by to provide economical and efficient access to public records as provided under the Tennessee Public Records Act (“TPRA”) in Tenn. Code Ann. § 10-7-501, et seq.

SECTION 1. The following policy is hereby adopted as the Public Records Policy for the City of Morristown:

PUBLIC RECORDS POLICY FOR CITY OF MORRISTOWN

Pursuant to Tenn. Code Ann. § 10-7-503(g), the following Public Records Policy for the City of Morristown is hereby adopted by the city council to provide economical and efficient access to public records as provided under the Tennessee Public Records Act (“TPRA”) in Tenn. Code Ann. § 10-7-501, et seq.

The TPRA provides that all state, county and municipal records shall, at all times during business hours be open for personal inspection by any citizen of this state, and those in charge of the records shall not refuse such right of inspection to any citizen, unless otherwise provided by state law. *See* Tenn. Code Ann. § 10-7-503(a)(2)(A). Accordingly, the public records of the City of Morristown are presumed to be open for inspection unless otherwise provided by law.

Personnel of the City of Morristown shall timely and efficiently provide access and assistance to persons requesting to view or receive copies of public records. No provisions of this Policy shall be used to hinder access to public records. However, the integrity and organization of public records, as well as the efficient and safe operation of the City of Morristown, shall be protected as provided by current law. Concerns about this Policy should be addressed to the Public Records Request Coordinator for the City of Morristown or to the Tennessee Office of Open Records Counsel (“OORC”).

This Policy is available for inspection and duplication in the office of the City Clerk. Additionally, this Policy is posted online at www.mymorristown.com. This Policy shall be reviewed periodically as needed.

This Policy shall be applied consistently throughout the various offices, departments, and/or divisions of the City of Morristown.

I. Definitions:

- A. Records Custodian: The office, official or employee lawfully responsible for the direct custody and care of a public record. *See* Tenn. Code Ann. § 10-7-503(a)(1)(C). The records custodian is not necessarily the original preparer or receiver of the record.
- B. Public Records: All documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings, or other material, regardless of physical form or characteristics, made or received pursuant to law or ordinance or in connection with the transaction of official business by any governmental agency. *See* Tenn. Code Ann. § 10-7-503(a)(1)(A).
- C. Public Records Request Coordinator: The individual, or individuals, designated in Section III, A.3 of this Policy who has, or have, the responsibility to ensure public record requests are routed to the appropriate records custodian and are fulfilled in accordance with the TPRA. *See* Tenn. Code Ann. § 10-7-503(a)(1)(B). The Public Records Request Coordinator may also be a records custodian.
- D. Requestor: A person seeking access to a public record, whether it is for inspection or duplication.

II. Requesting Access to Public Records

- A. Public record requests shall be made to the Public Records Request Coordinator ("PRRC") or his/her designee in order to ensure public record requests are routed to the appropriate records custodian and fulfilled in a timely manner.
- B. Requests for inspection only cannot be required to be made in writing. The PRRC will request a mailing, or email, address from the requestor for providing any written communication required under the TPRA.
- C. Requests for inspection will be accepted in person, by mail, email or fax using the attached Form A at the City of Morristown, P.O. Box 1499, 100 West 1st North Street, Morristown, TN 37816-1499, by phone at 423-581-0100, or email cityclerk@mymorristown.com.
- D. Requests for copies, or requests for inspection and copies, shall be made in person, by mail, or email using the attached Form A at City of Morristown, P.O. Box 1499, 100 West 1st North Street, Morristown, TN, 37816, or email cityclerk@mymorristown.com.
- E. Proof of Tennessee citizenship by presentation of a valid Tennessee driver's license or alternative acceptable form of government issued ID is required as a condition to inspect or receive copies of public records.

III. Responding to Public Records Requests

A. Public Record Request Coordinator

- 1. The PRRC shall review public record requests and make an initial determination of the following:
 - a. If the requestor provided evidence of Tennessee citizenship;

- b. If the records requested are described with sufficient specificity to identify them; and
 - c. If the City of Morristown is the custodian of the records.
- 2. The PRRC shall acknowledge receipt of the request and take any of the following appropriate action(s):
 - a. Advise the requestor of this Policy and the elections made regarding:
 - i. Proof of Tennessee citizenship;
 - ii. Form(s) required for copies;
 - iii. Fees (and labor threshold and waivers, if applicable); and
 - iv. Aggregation of multiple or frequent requests.
 - b. If appropriate, deny the request in writing, providing the appropriate ground such as one of the following:
 - i. The requestor is not, or has not presented evidence of being, a Tennessee citizen;
 - ii. The request lacks specificity;
 - iii. An exemption makes the record not subject to disclosure under the TPRA;
 - iv. The City of Morristown is not the custodian of the requested records; or
 - v. The records do not exist.
 - c. If appropriate, contact the requestor to see if the request can be narrowed.
 - d. Forward the records request to the appropriate records custodian in the City of Morristown.
- 3. The designated PRRC(s) is:
 - a. Name or title: City Administrator or his/her designee.
 - b. Contact information: City of Morristown, P.O. Box 1499, 100 West 1st North Street, Morristown, TN, 37816-1499, phone 423-581-0100, email cityclerk@mymorristown.com.

B. Records Custodian

- 1. Upon receiving a public records request, a records custodian shall promptly make requested public records available in accordance with Tenn. Code Ann. § 10-7-503. If the records custodian is uncertain that an applicable exemption applies, the custodian may consult with the PRRC, counsel, or the OORC.

2. If not practicable to promptly provide requested records because additional time is necessary to determine whether the requested records exist; to search for, retrieve, or otherwise gain access to records; to determine whether the records are open; to redact records; or for other similar reasons, then a records custodian shall, within seven (7) business days from the records custodian's receipt of the request, send the requestor a completed Public Records Request Response Form which is attached as Form B, based on the form developed by the OORC.
3. If a records custodian denies a public record request, he or she shall deny the request in writing as provided in Section III.A.2.b and may use the Public Records Request Response Form B.
4. If a records custodian reasonably determines production of records should be segmented because the records request is for a large volume of records, or additional time is necessary to prepare the records for access, the records custodian shall use the Public Records Request Response Form B to notify the requestor that production of the records will be in segments and that a records production schedule will be provided as expeditiously as practicable. If appropriate, the records custodian should contact the requestor to see if the request can be narrowed.
5. If a records custodian discovers records responsive to a records request were omitted, the records custodian should contact the requestor concerning the omission and produce the records as quickly as practicable.

C. Redaction

1. If a record contains confidential information or information that is not open for public inspection, the records custodian shall prepare a redacted copy prior to providing access. If questions arise concerning redaction, the records custodian should coordinate with counsel or other appropriate parties regarding review and redaction of records. The records custodian and the PRRC may also consult with the OORC.
2. Whenever a redacted record is provided, a records custodian should provide the requestor with the basis for redaction. The basis given for redaction shall be general in nature and not disclose confidential information.

IV. Inspection of Records

- A. There shall be no charge for inspection of public records
- B. The location for inspection of records within the offices of the City of Morristown shall be determined by either the PRRC or the records custodian.
- C. When a reasonable basis exists, the PRRC or a records custodian may require an appointment for inspection.

V. Copies of Records

- A. A records custodian shall promptly respond to a public record request for copies in the most economic and efficient manner practicable.

- B. Copies will be available for pickup at City of Morristown, City Center.
- C. Upon payment for postage, copies will be delivered to the requestor's home address by the United States Postal Service.
- D. A requestor will not be allowed to make copies of records with personal equipment. Requestors may purchase storage devices from the City of Morristown upon which the records will be downloaded.

VI. Fees and Charges and Procedures for Billing and Payment

Fees and charges for copies of public records should not be used to hinder access to public records.

- A. Records custodians shall provide requestors with an itemized estimate of the charges prior to producing copies of records and may require pre-payment of such charges before producing requested records.
- B. When fees for copies and labor do not exceed \$ 5.00, the fees may be waived.
Requests for waivers for fees above \$5.00 must be presented to the PRRC, who is authorized to determine if such waiver is in the best interest of the City of Morristown and for the public good.
Fees associated with aggregated records requests will not be waived.
- C. Fees and charges for copies are as follows:
 - 1. \$0.15 per page for letter- and legal-size black and white copies.
 - 2. \$0.50 per page for letter- and legal-size color copies.
 - 3. The actual cost of any other medium upon which a record/information is being produced.
 - 4. Labor when time exceeds one hour.
 - 5. If an outside vendor is used, the actual costs assessed by the vendor.
- D. Payment is to be made in appropriate cash form, by personal check, money order or credit card payable to the City of Morristown and presented to city administrator or his/her designee.
- E. Payment in advance will be required when costs are estimated to exceed \$50.00.
- F. Aggregation of Frequent and Multiple Requests
 - 1. The City of Morristown will aggregate record requests in accordance with the Frequent and Multiple Request Policy promulgated by the OORC when more than (4) requests are received within a calendar month (either from a single individual or a group of individuals deemed working in concert).
 - 2. If more than four (4) requests are received within a calendar month:
 - a. Records requests will be aggregated at the city level.

- b. The PRRC is responsible for making the determination that a group of individuals are working in concert. The PRRC or the records custodian will inform the individuals that they have been deemed to be working in concert and that they have the right to appeal the decision to the OORC.

G. Exemptions to Open Records Policy

1. Requests for items that are routinely released and readily accessible are exempt from this policy. These records include, but are not limited to: agendas, approved minutes, police reports and supporting documents, court action reports and fire incident reports.

SECTION 2. Repealer. Any resolutions, ordinances, policies, or parts thereof in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict only as pertaining to the subject matter of this resolution.

SECTION 3. Severability. If a part of this resolution is invalid, all valid parts that are severable from the invalid part remain in effect. If a part of this resolution is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

SECTION 4. Effective Date. This resolution shall become effective upon passage, the public welfare requiring it.

PASSED ON THIS THE _____ DAY OF JUNE 2017.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PUBLIC RECORDS REQUEST FORM A

The Tennessee Public Records Act (TPRA) grants Tennessee citizens the right to access open public records that exist at the time of the request. The TPRA does not require records custodians to compile information or create or recreate records that do not exist.

To: City Administrator or his/her designee, City of Morristown, City Center, P.O. Box 1499, 100 West 1st North Street, Morristown, TN 37816-1499

From: Name of Requestor _____

Requestor's Contact Information to include address, email address and contact phone number

Is the requestor a Tennessee citizen? ☐ Yes ☐ No

Request: ☐ Inspection (The TPRA does not permit fees or require a written request for inspection only.¹)

☐ Copy/Duplicate

If costs for copies are assessed, the requestor has a right to receive an estimate. Do you wish to waive your right to an estimate and agree to pay copying and duplication costs in an amount not to exceed

\$ _____? If so, initial here: _____.

Delivery preference: ☐ On-Site Pick-Up ☐ USPS First-Class Mail

☐ Electronic ☐ Other: _____

Records Requested:

Provide a detailed description of the record(s) requested, including: (1) type of record; (2) timeframe or dates for the records sought; and (3) subject matter or key words related to the records. Under the TPRA, record requests must be sufficiently detailed to enable a governmental entity to identify the specific records sought. As such, your record request must provide enough detail to enable the records custodian responding to the request to identify the specific records you are seeking.

Signature of Requestor & Date

Signature of Public Records Request Coordinator & Date Received

¹ Note, Tenn. Code Ann. § 10-7-504(a)(20)(C) permits charging for redaction of private records of a utility.

PUBLIC RECORD REQUEST RESPONSE FORM B

City of Morristown

100 West 1st North St., Morristown, TN 37814

Date

Requestor's Name and Contact Information

In response to your records request received on _____, our office is taking the action(s)¹ indicated below:
Date Request Received

☐ The public record(s) responsive to your request will be made available for inspection:

Location: _____

Date & Time: _____

☐ Copies of public record(s) responsive to your request are:

☐ Attached

☐ Available for pickup at the following location:

_____; or

☐ Being delivered via:

☐ USPS First-Class Mail

☐ Electronically

☐ Other: _____

☐ Your request is denied on the following grounds:

☐ Your request was not sufficiently detailed to enable identification of the specific requested record(s). You need to provide additional information to identify the requested record(s).

☐ No such record(s) exists or this office does not maintain record(s) responsive to your request.

☐ No proof of Tennessee citizenship was presented with your request. Your request will be reconsidered upon presentation of an adequate form of identification.

☐ You are not a Tennessee citizen.

☐ You have not paid the estimated copying/production fees.

☐ The following state, federal, or other applicable law prohibits disclosure of the requested records:

☐ It is not practicable for the records you requested to be made promptly available for inspection and/or copying because:

☐ It has not yet been determined that records responsive to your request exist; or

☐ The office is still in the process of retrieving, reviewing, and/or redacting the requested records.

The time reasonably necessary to produce the record(s) or information and/or to make a determination of a proper response to your request is: _____.

If you have any additional questions regarding your record request, please feel free to contact our office.

Sincerely,

Anthony W. Cox

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¹ If all requested records do not have the same response, so indicate.

ORDINANCE NO. _____,
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 18 CHAPTER 5 OF THE
MORRISTOWN MUNICIPAL CODE.

Be it ordained by the City Council for the City of Morristown that text of Title 18 Chapter 5 of the Morristown Municipal Code is deleted in its entirety and substituted therefore is the following:

“CHAPTER 5 - STORMWATER PROGRAM ORDINANCE^[5]

Sec. 18-501. - General provisions.

- (1) *Authorization.* The city is authorized to regulate and provide for the purposes listed in this chapter within the corporate limits of the City of Morristown, Tennessee, pursuant to the authority granted by Section 68-221-1105 of the Tennessee Code Annotated.
- (2) *Purpose.* It is the purpose of this chapter to:
 - (a) Protect, maintain, and enhance the environment of the City of Morristown and the public health, safety and general welfare of the citizens by controlling discharges of pollutants to the city's stormwater system and to maintain and improve the quality of the receiving waters into which the stormwater outfalls flow including, without limitation, all water resources, lakes, rivers, streams, pond, wetlands, and groundwater;
 - (b) Enable the city to comply with the National Pollution Discharge Elimination System (NPDES) and applicable Federal regulations as set out in 40 CFR 122.26 regarding stormwater discharges;
 - (c) Allow the city to exercise the powers granted in TCA 68-221-1105 and all other appropriate statutes with respect to stormwater facilities;
 - (d) Exercise general regulation over the planning, location, construction, operation and maintenance of all stormwater systems in the city, whether the system is owned and operated by the city or not;
 - (e) Adopt rules and regulations deemed necessary to accomplish the purposes of the ordinance including fees for service and permits;
 - (f) Establish standards to regulate stormwater contaminants as may be necessary to protect water quality;
 - (g) Establish authority to review and approve plans and plats for stormwater management for development, redevelopment and related land disturbing activities including but not limited to subdivisions and residential, commercial, and industrial development;
 - (h) Establish authority to issue permits for stormwater discharges and for the construction, alteration, extension and maintenance of stormwater facilities;
 - (i) Establish authority to suspend or revoke permits when it is determined that the permittee has violated any provision in this chapter or provision of the permit;
 - (j) Regulate and prohibit discharges into stormwater facilities of sanitary, industrial or commercial sewage or waters that have otherwise been contaminated; and
 - (k) Expend funds to remediate or mitigate the detrimental effects of contaminated land or other sources of stormwater contamination whether public or private.
- (3) *Administering entity.* The city shall administer the provisions of this chapter through its stormwater program under the direction of the city administrator or designee. The operating mechanism for the

stormwater program is defined by the stormwater program standard operating procedures, as amended, current edition, as maintained by the city administrator or designee. The city administrator or designee is authorized to enforce this chapter and to use its judgment in interpreting the various provisions of this chapter, and the stormwater program standard operating procedures to ensure that the city's goals are accomplished.

- (4) *Conflict and responsibility.* This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, deed restrictions, or existing ordinances and regulations.
 - (a) If any provisions of this ordinance and any other provisions of law, regulations, or policy impose overlapping or contradictory regulations, or contain any restrictions covering any of the same subject matter, that provision which is more restrictive or imposes higher standards or requirements shall govern.
 - (b) Conformance with this ordinance is a minimum requirement and does not relieve the property owner, utility, facility operator, lessee, tenant, contractor, the equipment operator and/or any other person or entity doing work from applying sound judgment and taking measures which go beyond the scope of the requirements of this ordinance where necessary.
 - (c) This chapter does not imply a warranty or the assumption of responsibility on the part of the city for the suitability, fitness, or safety of any structure with respect to flooding, water quality, or structural integrity. This ordinance is a regulatory instrument only, and is not to be interpreted as an undertaking by the city to design any structure or facility.
 - (d) Neither the approval of a discharge under this ordinance, nor compliance with the conditions of such approval, shall relieve any person of responsibility for damage to other persons or property or impose any liability upon the city for damage to other persons or property.
- (5) *Overlapping jurisdiction.* The State of Tennessee, working through the Tennessee Department of Environment and Conservation (TDEC), is or may be required by federal regulations to address stormwater pollution issues in ways which appear to overlap the goals and requirements of the program described by this chapter. Where such overlaps occur and where TDEC's regulations and determinations are more restrictive, the TDEC regulations and determinations shall control. A requirement to comply with TDEC regulations and determinations shall not, in any way, relieve any party from complying with the provisions of this chapter.
- (6) *Severability.* Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any provision or provision of this ordinance shall be declared invalid, all other provisions thereof shall remain enforceable.
- (7) *Rules applying to ordinance.* For the purpose of this chapter, certain rules of construction shall apply as follows:
 - (a) Words used in the singular shall include the plural, and the plural shall include the singular.
 - (b) Words used in the present tense shall include the future tense.
 - (c) The words "shall" and "will" are mandatory and not discretionary. The word "may" is permissive.
 - (d) Words not defined in this ordinance shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary
- (8) *Right of entry.* The city shall make inspections and investigations, carry on research or take on such other actions as may be necessary to carry out the administration of these regulations and enter at all reasonable times upon any property other than dwelling places for the purpose of conducting investigations and studies or enforcing any of the provisions of this chapter, pursuant to TCA 69-3-107 (5) and (6).
- (9) *Jurisdiction.* The city shall administer the provisions of this chapter on all property inside the municipal boundaries of the City of Morristown.

(Ord. No. 3542, 2-16-2016)

Sec. 18-502. - Definitions.

For the purpose of this chapter the definitions set out below shall apply.

303(d) list. Refer to impaired waters.

As-built plans. Drawings sealed by an engineer and/or surveyor depicting conditions as they were actually constructed.

Administrative or civil penalties. Under the authority provided in Tennessee Code Annotated § 68-221-1106, the city declares that any person violating the provisions of this chapter may be assessed a civil penalty by the city of not less than \$50.00 and not more than \$5,000.00 per day for each day of violation. Each day of violation shall constitute a separate violation.

Best management practices (BMPs). The schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of stormwater runoff. BMPs also include treatment requirements, operating procedures, and practices to control runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

BMP manual(s). Any text, included in the stormwater program standard operating procedures, as amended, current edition, used for technical guidance by the stormwater program which includes additional policies, criteria, guidelines and information for the proper implementation of the requirements of the city.

Channel. A natural or artificial watercourse with a definite bed and bank that conducts flowing water continuously or periodically.

City. The City of Morristown, Tennessee.

City administrator or designee. The person designated by the City of Morristown to lead the stormwater program.

Clean Water Act. A U.S. federal law that regulates the discharge of pollutants into the nation's surface waters, including lakes, rivers, streams, wetlands, and coastal areas.

Clearing. This activity refers to removal of vegetation and disturbance of soil prior to grading or excavation in anticipation of construction activities and wide area land disturbance in anticipation of non-construction activities such as the clearing of forested land in order to convert forestland to pasture for wildlife management purposes.

Climax successional vegetation. The native plant community that would be established on a site if all successional sequences were completed without interferences by man under the present environmental conditions. Natural disturbances are inherent in its development.

Commencement of construction. The initial disturbance of soils associated with clearing, grading, or excavating activities or other construction activities.

Common plan of development or sale. This term is broadly defined as any announcement or documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, survey markings, etc.) indicating construction activities may occur on a specific plot. A common plan of development or sale identifies a situation in which multiple areas of disturbance are occurring on contiguous areas. This applies because the activities may take place at different times, on different schedules, by different operators.

Construction. Any placement, assembly, or installation of facilities or equipment (including contractual obligations to purchase such facilities or equipment) at the premises where such equipment will be used, including preparation work at such premises.

Construction general permit (CGP). The common name used in reference to the State of Tennessee General NPDES permit for discharges of stormwater associated with construction activities, latest edition, as amended.

Construction site operator. For the purpose of this chapter and in the context of stormwater associated with construction activity, means any person associated with a construction project that meets either of the following [three] criteria:

- (a) This person has operational or design control over construction plans and specifications, including the ability to make modifications to those plans and specifications. This person is typically the owner or developer of the project or a portion of the project; or
- (b) This person has day-to-day operational control of those activities at a project which are necessary to ensure compliance with a SWPPP for the site or other permit conditions. This person is typically a contractor or a commercial builder who is hired by the owner or developer;
- (c) It is anticipated that at different phases of a construction project, different types of parties may satisfy the definition of the "construction site operator."

Contaminant. Any physical, chemical, biological, or radiological substance or matter in water.

Control measure. As used in this chapter, refers to any best management practice or other method used to prevent or reduce the discharge of pollutants to Waters of the State.

Customers of the stormwater utility. All persons, properties, and entities served by and/or benefiting from the utility's acquisition, management, maintenance, extension, and improvement of the stormwater management programs, systems, and facilities and regulation of public and private stormwater systems, facilities, and activities related thereto, and persons, properties, and entities which will ultimately be served as a result of the stormwater management program.

Design storm event. A mathematical representation of a precipitation event that reflects conditions in a given area for the design of a stormwater systems, facilities and infrastructure.

Development. The alteration of undeveloped land that disturbs more than 2,400 square feet or increases the impervious area through construction and land disturbing activities including but not limited to, buildings or other structures, mining, dredging, clearing, grubbing, filling, grading, paving, excavating, drilling operations, and temporary or permanent storage of materials.

Developed land. Property altered from a natural state by construction or land disturbing activities.

Discharge. When used without a qualifier, refers to "discharge of a pollutant" as defined at 40 CFR § 122.2; otherwise to dispose, deposit, spill, pour, inject, seep, dump, leak or place by any means, or that which is disposed, deposited, spilled, poured, injected, seeped, dumped, leaked, or placed by any means, including any direct or indirect entry, of any non-stormwater solid or liquid matter into the municipal separate storm sewer system.

Easement. An acquired privilege or right of use or enjoyment that a person, party, firm, corporation, municipality or other legal entity has in the land of another.

Ecological integrity. The quality of a natural unmanaged or managed ecosystem in which the natural ecological processes are sustained, with species diversity and ecosystem diversity assured for the future.

Engineer. A person registered with the Tennessee Board of Architectural and Engineering Examiners and licensed to practice engineering in the state of Tennessee.

Equivalent residential unit (ERU). The median impervious coverage of detached dwelling unit properties in the city as determined by the city. Two thousand four hundred square feet of impervious area shall be one equivalent residential unit (ERU).

Erosion. The removal of soil particles by the action of water, wind, ice or other meteorological events, whether naturally occurring or acting in conjunction with or promoted by human activities or effects.

Erosion prevention. Practices implemented to prevent, through vegetating, shielding, binding, or other mechanism(s), the suspension of soil particles.

Erosion prevention and sediment control plan (EPSC plan). The drawings, specifications and other graphic representations for the site specific design of erosion prevention and sediment control best management practices that are intended to minimize the erosion and sediment runoff at a site during construction that are to be used during construction for the installation and implementation of the BMP's.

Exceptional Tennessee Waters (ETW). Surface waters of the State of Tennessee that satisfy the characteristics as listed in Rule 1200-4-3-.06 of the official compilation—Rules and regulations of the State of Tennessee. Characteristics include waters within state or national parks, wildlife refuges, wilderness or natural areas; state or federal scenic rivers; federally designated critical habitat; waters within an areas designated as lands unsuitable for mining; waters with naturally reproducing trout; waters with exceptional biological diversity or; other waters with outstanding ecological or recreational value as determined by the Tennessee Department of Environment and Conservation.

Fully completed application. The completed, signed application form accompanied by the appropriate permit fee and the required items indicated on the application form.

Green infrastructure. The interconnected network of natural areas, open spaces and green infrastructure practices intended to infiltrate, evapotranspire, harvest and/or use rainwater though the use of natural hydrologic features that conserves natural ecosystem values and functions, sustains clean air and water, and provides environmental and community benefits.

Green infrastructure practices (GIPs). Individual or networked management measures that are designed, built and maintained to infiltrate, evapotranspire, harvest and/or use rainwater though the use of natural hydrologic features.

Greenways. Linear undeveloped areas linking various types of development by such facilities as bicycle paths, footpaths, and bridle paths. Greenways are usually kept in their natural state except for the pathway and areas immediately adjacent to the pathway.

Hazardous material. Material defined as a hazardous material under U.S. Department of Transportation regulations.

Hotspot. An area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater. The following land uses and activities are deemed stormwater hot spots, but that term is not limited to only these land uses and activities:

- (a) Salvage yards and recycling facilities;
- (b) Vehicle service and maintenance facilities including but not limited to vehicle, truck or equipment maintenance, fueling, washing or storage areas, gas stations, automotive dealerships, automotive repair shops, and car wash facilities;
- (c) Large impervious surfaces, such as large parking lots, driveway, drive aisles and roofs;
- (d) Fleet storage areas (bus, truck, etc.);
- (e) Industrial sites (included on EPA standard industrial classification code list);
- (f) Marinas (service and maintenance);
- (g) Public works storage areas;
- (h) Facilities that generate or store hazardous waste materials;
- (i) Commercial container nursery;
- (j) Restaurants and food service facilities;
- (k) Commercial facilities with outside animal housing areas including animal shelters, fish hatcheries, kennels, livestock stables, veterinary clinics, or zoos;
- (l) Other land uses and activities as designated by the city administrator or designee using information gathered through investigation, research, notification by regulatory agency, engineering analysis or scientific study.

Industrial waste. Liquid or other waste resulting from any process of industry, manufacturer, trade or business or from the development of any natural resources.

Inflow. Stormwater that enters into sanitary sewer systems at points of direct connection to the systems.

Illicit connections. Illegal and/or unauthorized connections to the municipal separate storm sewer system (MS4) whether or not such connection result in discharges into that system.

Illicit discharge. Defined at 40 CFR § 122.26(b)(2) and refers to any discharge to a municipal separate storm sewer system (MS4) that is not entirely composed of stormwater, except discharges authorized under an NPDES permit (other than the NPDES permit for discharges from the MS4) and discharges resulting from firefighting activities.

Impaired waters. Any segment of surface waters that has been identified by the Tennessee Department of Environment and Conservation (TDEC) as failing to support classified uses. The TDEC periodically compiles a list of such waters known as the "303(d) List".

Impervious surfaces. A term generally applied to any ground or structural surface that water cannot penetrate or through which water penetrates with great difficulty and being further defined as those polygonal features that significantly (but not absolutely) prevent the draining of stormwater into the ground. Typically, these features include but are not limited to: buildings, building foundations, storage tanks, parking lots, roads, driveways, runways, taxiways, aprons, hardened athletic courts, patios, decks, travel ways, parking and other areas comprised of gravel or un-vegetated soils, sidewalks (concrete or asphalt), concrete slabs surrounding swimming pools, or any other hardened surface consisting of concrete, asphalt, or other impervious material.

Inspection and maintenance agreement (I&M Agreement). A legally recorded document which acts as a property deed restriction and which provide for long-term maintenance of stormwater management practices.

Inspector. An inspector is a person that has successfully completed (has a valid certification from) the "fundamentals of erosion prevention and sediment control level I" course or equivalent course. An inspector performs and documents the required inspections, paying particular attention to time-sensitive permit requirements such as stabilization and maintenance activities. An inspector may also have the following responsibilities:

- (a) Oversee the requirements of other construction-related permits, such as aquatic resources alteration permit (ARAP) or corps of engineers permit for construction activities in or around waters of the state ;
- (b) Update field SWPPPs;
- (c) Conducts pre-construction inspection to verify that undisturbed areas have been properly marked and initial measures have been installed; and
- (d) Inform the permit holder of activities that may be necessary to gain or remain in compliance with the construction general permit (CGP) and other environmental permits.
- (e) Conducts post construction inspections for the purposes of verification of final stabilization, permanent vegetation and as-built stormwater management facilities.

Invasive exotic plants. Plants that have been introduced from other regions and compete so successfully against native plants that they can crowd out their competitors, thus providing a monoculture that discourages the growth of native plant species.

Land disturbance activity. Any activity on property that results in a change in the existing soil cover (both vegetative and non-vegetative) and/or the existing soil topography. Land-disturbing activities include, but are not limited to, development, re-development, demolition, construction, reconstruction, clearing, tree removal, and alterations of water quality buffer zones, alterations to water resources, grubbing, grading, filling, and excavation.

Landscape architect. A person registered with the Tennessee Board of Architectural and Engineering Examiners and licensed to practice landscape architecture in the state of Tennessee.

Maintenance. Any activity that is necessary to keep a stormwater facility or system in good working order so as to function as designed. Maintenance shall include complete reconstruction of a stormwater facility or system if reconstruction is needed in order to restore it to the original operational design parameters. Maintenance shall also include the correction of any problem on the site property that may directly impair the function of the stormwater facility or system.

Multiple dwelling unit residential properties. Developed land whereon three or more attached residential dwelling units are located. Multiple dwelling unit residential properties shall include, but not be limited to, apartment houses, condominiums, townhomes, attached single-family homes, boarding houses, group homes, hotels and motels, retirement centers, multiple duplexes located on a single parcel of land, and other structures in which three or more family groups commonly and normally reside or could reside.

Municipal separate storm sewer system (MS4). Defined at 40 CFR § 122.26(b) (8) and means the conveyances or system of conveyances for the collection and transportation of stormwater, including the roads and streets and their drainage systems, catch basins, curbs, gutters, ditches, man-made channels, or storm drains that are:

- (a) Owned or operated by federal, state, city, town, borough, parish, district, association, municipality or other public body (created by or pursuant to state law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or a designated and approved management agency under section 208 of the CWA that discharges to waters of the state;
- (b) Designed or used for collecting or conveying stormwater;
- (c) Which is not a combined sewer; and
- (d) Which is not part of a publicly owned treatment works (POTW) as defined at 40 CFR § 122.2.

Municipality. As used herein refers to City of Morristown, Tennessee, a city and political subdivision of the State of Tennessee.

National pollutant discharge elimination system or (NPDES) permit. The national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under sections 307, 402, 318, and 405 of the federal CWA. The term includes an "approved program."

Native vegetation. The normal vegetation that grows or would reestablish normally after a disturbance. This does not include invasive exotic plants.

Notice of intent (NOI). The mechanism used to "register" for coverage under a general permit from the Tennessee Department of Environment and Conservation (TDEC).

Organization. A corporation, government, government subdivision or agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal or commercial entity.

Other developed land. Other developed land shall mean, but shall not be limited to, multiple dwelling unit residential properties as defined in this ordinance, manufactured home and mobile home parks, commercial and office buildings, public buildings and structures, industrial and manufacturing buildings, storage buildings and storage areas covered with impervious surfaces, parking lots, parks, recreation properties, public and private schools and universities, research stations, hospitals and convalescent centers, airports, agricultural uses covered by impervious surfaces, water reservoirs, and water and wastewater treatment plants.

Person or owner. Any individual, firm or association and any public or private corporation or entity organized or existing under the laws of this or any other state, and includes the plural i.e. "owner" and "owners" are interchangeable.

Pollutant. Sewage, industrial waste, or other waste or materials, whether liquid or solid.

Qualified hydrologic professional. Persons meeting the minimum qualifications set forth in Rules of the Tennessee Department of Environment and Conservation Division of Water Resources Chapter 0400-40-17.01 and successfully completing the TN-HDT course and course exam and are certified and as designated by TDEC as a Tennessee Qualified Hydrologic Professional (TN-QHP), as amended, latest edition.

Redevelopment. The alteration of developed land that disturbs more than 2,400 square feet and increases the existing site or building impervious footprint by more than 2,400 square feet, or offers a new

opportunity for stormwater controls. The term is not intended to include such activities as exterior remodeling, which would not be expected to cause adverse stormwater quality impacts.

Responsible party. Owners and/or occupants of property within the city who are subject to penalty in case of default.

Riparian zone. The area adjacent to a water resource with a differing density, diversity, and productivity of plant and animal species relative to nearby uplands. This area provides a transition from an aquatic ecosystem to a terrestrial ecosystem.

Runoff. The portion of the precipitation on a drainage area that is discharged from the area to downstream areas. Also see stormwater runoff.

Runoff reduction (RR). An approach to permanent stormwater management that uses avoidance and minimizing design approaches as well as infiltration-based control measures to reduce the amount of impervious surface runoff.

Runoff reduction method (RRM). A method of applying site design practices to minimize impervious cover, grading, and loss of forest cover and applying runoff reduction (RR) to permanent stormwater management to reduce post-development runoff volumes.

Runoff reduction volume (RRV). A computed volume of runoff, or equivalent metric, used for the design, sizing, and construction specification of green infrastructure, BMP's, GIP's, stormwater management facilities, and related post construction stormwater controls.

Sanitary sewer. A system of underground conduits that collect and deliver sanitary wastewater to a wastewater treatment plant.

Sanitary wastewater. Water that has been used and contains dissolved or suspended waste materials and which may originate from domestic, residential, industrial, commercial or agricultural activities, sewer inflow, and sewer infiltration within the jurisdictional limits of the City of Morristown.

Sediment. Solid material, both mineral and organic, that is in suspension, is being transported or has been moved from its site of origin by air, water, gravity or ice and has come to rest on the earth's surface either above or below sea level.

Sediment control. Practices implemented to manage through filtering, settling, screening or other mechanism(s) to remove suspended particles (soil, organic or mineral) from water.

Sedimentation. Process of deposition of a solid material from a state of suspension in fluid, usually air or water.

Single family residential detached dwelling unit.

- (a) Developed land containing one structure which is not attached to another dwelling and which contains one or more rooms with a bathroom and kitchen facilities designed for occupancy by one family; or,
- (b) A single duplex structure located on a single parcel of land or a single duplex structure where each half of the duplex is located on a single parcel of land.
 - (1) Single family residential detached dwelling units may include houses, manufactured homes, and mobile homes located on one or more individual lots or parcels of land.
 - (2) Developed land may be classified as a single family residential detached dwelling despite the presence of incidental structures associated with residential uses such as garages, carports, or small storage buildings. Single family residential detached dwelling units can also include developed land that has a non-residential use of a single dwelling unit or duplex designed for occupancy for one or two families so long as such use does not result in additional impervious areas, such as parking spaces, impervious surfaced playgrounds, or structures or additions to the building which are used as offices, storage facilities, meeting rooms, classrooms, houses of worship, or similar non-residential uses that are not normally associated with single family or duplex residential housing.
 - (3) Single family residential detached dwelling unit shall not include developed land containing: manufactured homes and mobile homes located within manufactured home or mobile

home parks where the land is owned by others than the owners of the manufactured homes or mobile homes; multiple duplexes located on a single parcel of land; or multiple-unit residential properties having three or more attached residential dwelling units.

Sinkhole. A naturally occurring depression where drainage collects in the earth's surface that is a minimum of two feet deep or; A hole, fissure or other opening in the ground, often underlain with limestone, dolomite or other rock formation that provides for and is being designated as a natural conduit for the passage of stormwater.

Soil reports. A study of soils on a subject property with the primary purpose of characterizing and describing the soils. The soils report shall be prepared by a qualified soil scientist who shall be directly involved in the soil characterization either by performing the investigation or by directly supervising employees.

Special pollution abatement plan (SPAP). A SPAP is a detailed plan that outlines the implementation of best management practices, stormwater management practices, controls and facilities that will be implemented in order to protect water quality after development or redevelopment is complete.

Stabilization. Providing adequate measures, vegetative or structural, that will prevent erosion from occurring.

Steep slope. A natural or created slope of 35 percent grade or greater. Designers of sites with steep slopes must pay attention to stormwater management in the SWPPP to direct runoff non-erosively around or over a steep slope. In addition, site managers should focus on erosion prevention on the slope(s) and stabilize the slope(s) as soon as practicable to prevent slope failure and/ or sediment discharges from the project.

Stormwater. Is defined at 40 CFR § 122.26(b) (13) and means runoff from rain events, snowmelt runoff, and surface runoff and drainage.

Stormwater control measures. Stormwater control measure (SCM)—Measures, such as BMP's, GIP's, and stormwater management facilities meant to directly affect the flow of stormwater and/or contaminants, and that have defined specifications and standards. These measures have one or both of two parts:

- (a) A defined surface management to encourage infiltration and contaminant removal and/or;
- (b) A clear protocol defining engineering design, installation, and maintenance. A measure such as a "good forest" has just a management, a measure such as a manufactured stormwater treatment device has just an engineering protocol, and a "bio retention cell" has both.
- (c) See also best management practices, green infrastructure, stormwater management facility and GIP's.

Stormwater management. The practices, strategies, and controls used to maintain the quality and quantity of stormwater runoff at pre-development levels.

Stormwater management facility. A manmade structure either privately or publicly owned, for which the partial or full purpose or use is to retain and control the quality and/or quantity of stormwater runoff.

Stormwater management plan (SWMP). The set of drawings and other documents including but not limited to water quality management plans, special pollution abatement plans, construction plans, post construction plans, runoff reduction analysis, hydrologic analysis, hydraulic analysis and design specifications that comprise all the information for the design, construction, inspection and maintenance of the practices, strategies, controls, for construction and post construction management including but not limited to drainage systems, conveyances, structures, BMPs, green infrastructure practices, stormwater control measures, concepts and techniques intended to maintain or restore quality and quantity of stormwater runoff to pre-development levels.

Stormwater pollution prevention plan (SWPPP). A written plan that includes site map(s), an identification of construction/contractor activities that could cause pollutants in the stormwater, and a description of measures or practices to control these pollutants as provided in the ESPC Plan and in accordance with the Tennessee Erosion and sediment control handbook or stormwater program standard operating procedures, whichever is more stringent and protective of waters of the state.

Stormwater program. Refers to the program created by City of Morristown and the city administrator to administer the provisions of this chapter and to manage the quantity and quality of stormwater discharged in or from the city's municipal separate storm sewer system (MS4).

Stormwater program cost. Refers to any monetary cost incurred by the stormwater program in order to fulfill the responsibilities and duties assigned to the program under this chapter. Program costs specifically include costs incurred by the city for actions performed on behalf of or at the request of the program.

Stormwater program standard operating procedures. Standing procedures developed and maintained by the city administrator or designee to be followed in carrying out the operation, management and maintenance of the municipal separate stormwater sewer system.

Stormwater program service area. The entire physical area within the corporate limits of the City of Morristown.

Stormwater program staff. The group of people hired to assist the city administrator in carrying out the duties of the stormwater program.

Stormwater runoff. The flow on the surface of the ground resulting from precipitation.

Stormwater service charge or "*stormwater utility service charge*". The stormwater management service charge or charges applicable to a parcel of developed land, which charge shall be reflective of the City of Morristown stormwater utility's cost of providing stormwater management services and facilities.

Stormwater system. The system of drainage, curbs and gutters, curb inlets, swales, catch basins, manholes, gutters, ditches, pipes, lakes, ponds, sinkholes, channels, creeks, streams, storm drains, and similar conveyances and facilities, both natural and manmade, located within the city which are designated or used for collecting, storing, or conveying stormwater, or through which stormwater is collected, stored or conveyed, whether owned or operated by the City of Morristown or another entity, person or operator.

Stormwater violations appeals board. A board appointed by the city council to hold hearings upon appeals from enforcement orders or actions of the stormwater program, or city administrator or designee.

Stream. Surface water that is not a wet weather conveyance.

Structural BMPs. The devices that are constructed to provide control of stormwater runoff.

Surface water. Water upon the surface of the earth in bounds created naturally or artificially including, but not limited to, water resources, streams, other water courses, lakes and reservoirs.

Surveyor. A person registered with the Tennessee Board of Examiners for Land Surveyors and licensed to practice surveying in the state of Tennessee.

Tennessee Department of Environment and Conservation (TDEC). Is the state agency having water pollution control oversight.

Top of bank. The ordinary high water level and break in slope for a water resource.

Tributary area. The area upstream of a specified point including all overland flow that directly or indirectly connects down-slope to the specified point.

Water resources. For the purpose of this chapter, means streams, seeps, springs, wetlands, lakes, other surface waters and water resources that are not wet weather conveyances.

Water quality buffer zone. An area, measured from top of bank of the water resource, which consists of a riparian zone comprised of original or reestablished native vegetation, bordering streams, seeps, springs, wetlands, lakes or other water resources.

Water quality management plan. See stormwater management plan.

Watercourse. A man-made or natural hydrologic feature with a defined linear channel which discretely conveys flowing water, as opposed to sheet-flow.

Waters of the state (or waters). Any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through, or border upon Tennessee or any portion thereof except

those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or effect a junction with natural surface or underground waters.

Watershed. All the topographically defined land area that contributes runoff to a particular point along a waterway.

Wet weather conveyance. Man-made or natural watercourses, including natural watercourses that have been modified by channelization:

- (a) That flow only in direct response to precipitation runoff in their immediate locality;
- (b) Whose channels are at all times above the ground water table;
- (c) That are not suitable for drinking water supplies; and
- (d) In which hydrological and biological analyses indicate that, under normal weather conditions, due to naturally occurring ephemeral or low flow there is not sufficient water to support fish, or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two months.

Wetlands. Those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted to life in saturated soil conditions. Wetlands include, but are not limited to, swamps, marshes, bogs and similar areas.

(Ord. No. 3542, 2-16-2016)

Sec. 18-503. - Land disturbance permit.

- (1) All land disturbing activities shall be in compliance with and permitted under this ordinance.
- (2) No person or entity shall:
 - (a) Clear, grub, grade, alter the natural or existing topography, dump, move or place fill material, excavate, remove any vegetation, alter water quality buffer zones, alter a water resource or begin any land disturbance activities without first obtaining a land disturbance permit for activities requiring a permit under this chapter.
 - (b) Commence development or redevelopment of any site, building or structure without obtaining a land disturbance permit for activities requiring a permit under this chapter.
 - (c) Perform land disturbance activities under a land disturbance permit that does not conform to the approved plans.
- (3) Every person or entity shall obtain a land disturbance permit from the city in the following cases:
 - (a) Land disturbing activity, including new development and redevelopment that disturbs one acre or more of land or where a proposed change of impervious area results in an increase of one-half acre or more of impervious area;
 - (b) Land disturbing activity that disturbs less than one acre of land if:
 - 1. The city administrator or designee has determined that the stormwater discharge from a site or activity is causing, contributing to, or is likely to contribute to a violation of a state water quality standard;
 - 2. The city administrator or designee has determined that the stormwater discharge is, or likely to be a significant contributor of pollutants to waters of the state;
 - 3. Any new development or redevelopment, regardless of size that proposes land disturbing activities within 100 feet of a water resource.
- (4) Every person, owner or entity shall apply for coverage under the State of Tennessee's General NPDES permit for discharges of stormwater associated with construction activity, as amended, latest edition in the following cases:
 - (a) If the project results in the disturbance of one acre or more of total land area.

- (b) Projects or developments of less than one acre of land disturbance if the construction activities at the site are part of a larger common plan of development or sale that comprises one acre or more of land disturbance.
- (c) Projects or developments of less than one acre of total land disturbance where the director, or authorized representative, of the division of water pollution control of the State of Tennessee, Department of Environment and Conservation has determined that:
 - 1. The stormwater discharge from a site is causing, contributing to, or is likely to contribute to a violation of a state water quality standard;
 - 2. The stormwater discharge is, or is likely to be a significant contributor of pollutants to waters of the state, or
 - 3. Changes in state or federal rules require sites of less than one acre that are not part of a larger common plan of development or sale to obtain a stormwater permit.
- (5) *Exemptions:* The following activities are exempt from the permit requirement.
 - (a) Any emergency activities that are immediately necessary for the protection of life, property or natural resources;
 - (b) Agricultural land management activities;
 - (c) Additions or modifications to an existing single family residential structure or property that disturb less than one acre, including residential gardens.
 - (d) The owner or developer whose land disturbing activity has been exempted from requirements for registration shall nevertheless be responsible for otherwise conducting such activity in accordance with the provisions of this ordinance and other applicable laws including responsibility for controlling erosion and sedimentation. Where individual lots or sections in a subdivision are being developed by different property owners, all earth disturbing activities related to the subdivision shall be covered by the approved erosion prevention and sediment control plan (EPSC) and the approved stormwater pollution prevention plan (SWPPP) for the larger common plan ; such developments are subject to the terms of the requirements therein, including but not limited to: gravel construction entrance/exits, necessary erosion controls, concrete washout restrictions, etc.
- (6) *Land disturbance permits.* Each application for the issuance of a permit under this section shall include the following:
 - (a) Name, address and telephone number of owner or developer of land;
 - (b) Name of applicant;
 - (c) Business or residence address of applicant;
 - (d) Address and legal description of subject property or properties including the tax map and parcel number;
 - (e) Name, address and telephone number of the contractor and any subcontractor(s) who will perform the land disturbing activity and who will implement the erosion and sediment control plan;
 - (f) If a Tennessee General NPDES Permit is applied for, a copy of the notice of intent (NOI) as well as a copy of the notice of coverage (NOC) issued by the state shall be sent to the city administrator or designee;
 - (g) A project narrative describing the land disturbance activity, including the size of the area for which the permit is applicable, and a schedule for the starting and estimated completion dates of each phase of the land disturbing activity;
 - (h) Disturbed area in acres if over proposed land disturbance is over one acre and in square feet if proposed land disturbance is under one acre.
 - (i) A description of the existing impervious area with a total or aggregate amount of impervious area provided in square feet for each parcel or property of the development or redevelopment;

- (j) Drainage areas for all proposed disturbed areas and the drainage areas both onsite and offsite to each disturbed area;
 - (k) Distance from the project site and proposed land disturbance activities to the nearest water resource;
 - (l) An erosion prevention and sediment control plan to address construction site runoff control, as described in section 18-404;
 - (m) A stormwater pollution and prevention plan to addresses activities at the site that cause or introduce pollutants in stormwater, as described in section 18-404, for all land disturbing activity that results in the disturbance of one-half acre or more of total land area or an increase in over one-half acre of impervious area or both;
 - (n) A stormwater management plan to address permanent stormwater management in new development and redevelopment as described in section 18-405, for all land disturbing activity that requires a SWMP under section 18-405 of this chapter;
 - (o) Each application for a land disturbance permit shall be accompanied by payment of land disturbance permit fee and any other necessary stormwater management fees required by this chapter; and
 - (p) When the city administrator or designee has determined the need for verification of existence of a water resource, the application shall be accompanied by a hydrologic determination performed by a qualified hydrologic professional (QHP).
- (7) *Review and approval of application.*
- (a) The city administrator or designee or their designated representative shall review each application for a land disturbance permit to determine its conformance with the provisions of this chapter. Within 30 days after receiving the application the stormwater program shall provide one of the following responses in writing to the applicant:
 1. Approval of permit application;
 2. Approval of permit application, subject to reasonable conditions as may be necessary to secure the objectives of this chapter and other applicable regulations, and issue the permit subject to these conditions; or
 3. Denial of the permit application indicating the reason(s) for the denial.
 - (b) No land disturbance permit or building permit shall be issued until an erosion prevention and sediment control plan (EPSCP) has been approved by the city administrator or designee for projects requiring an EPSCP under this chapter.
 - (c) No land disturbance permit or building permit shall be issued until a stormwater pollution prevention plan (SWPPP) has been approved by the City Administrator or designee for projects requiring a SWPPP under this ordinance.
 - (d) No land disturbance permit, building permit or site plan approval shall be issued until a stormwater management plan (SWMP) has been approved by the city administrator or designee for projects requiring a SWMP under this chapter.
 - (e) The city administrator or designee shall not approve an EPSCP, SWPPP or SWMP without the inclusion of an approval stamp accompanied by a signature and date on the plans. The stamp of approval on the plans is solely an acknowledgement of satisfactory compliance with the requirements of these regulations. The approval stamp does not constitute a representation or warranty to the applicant or any other person(s) concerning the safety, appropriateness or effectiveness of any provision or omission from the plans.
 - (f) A permit application fee of \$50.00 for zero to two disturbed acres plus \$25.00 per acre or portion thereof above two acres with a maximum fee of \$125.00 shall be charged the applicant for review of the application. Failure to obtain any permit required hereunder prior to commencing land disturbing activity, in addition to all other fines and civil penalties provided hereunder, shall increase the permit application fee by 100 percent.

- (g) No site plan, planned unit development plan, nor subdivision plat shall be considered as having received final approval until such time as all conditions have been met to allow the issuance of a land disturbance permit under the provisions of sections 18-503, 18-504 and 18-505 of this chapter.
- (h) No plat for subdivision of property where land disturbance is required or proposed shall be considered having received final approval until such time as all conditions have been met to all the issuance of a land disturbance permit under the provisions of sections 18-503, 18-504, and 18-505 of this chapter.
- (i) Pre-Submittal and Pre-Construction coordination and/or meetings shall be conducted for all development activities receiving land disturbance permits in the following case:
 - 1. Project results in the disturbance of one acre or more of land area
 - 2. Project or development of less than one acre or land disturbance if the construction activities at the site are part of a larger common plan of development or sale that comprise at least one acre of land.
 - 3. Project where the construction activities and/or land disturbance at the site are within 100 feet of a water resource.
- (j) A land disturbance permit shall expire and become null and void if substantial work authorized by such permit has not commenced within one calendar year of issuance.
- (k) If work is to continue after the expiration of the permit, the permit holder shall submit a written request for renewal of the permit to the city administrator or designee as outlined under this section. If work is complete at the time of permit expiration, the permit holder shall submit a request for final inspection to the stormwater program as outlined below.
- (8) *Performance bond.* A performance bond in an amount equal to 150 percent of the city's estimated cost of completion of the work identified in the permit(s), in form satisfactory to the city shall be required as a condition precedent to the city's issuance of the land disturbing permit for all land disturbing activity that results in the disturbance of one acre or more of total land area;
- (9) *Release of bond.* Upon completion of the land disturbing activity, approval of the request for termination, approval of the as-built post construction stormwater management survey and analysis, and recording of the inspection maintenance agreement with the Hamblen County Register of Deeds the performance bond will be released subject to any amounts required to be withheld until permanent vegetation is established.
- (10) *Transfer of ownership.*
 - (a) Some construction projects, such as residential or commercial subdivisions and/ or developments or industrial parks are subdivided. Subdivided lots are sometimes sold to new owners prior to completion of construction. The site developer/ owner must describe erosion control and sediment prevention measures implemented at those lots. Once the property is sold, the new operator must obtain coverage under this permit.
 - (b) If the transfer of ownership is due to foreclosure or a permittee filing for bankruptcy proceedings, the new owner (including but not limited to a lending institution) must obtain permit coverage if the property is inactive, but is not stabilized sufficiently. If the property is sufficiently stabilized permit coverage may not be necessary, unless and until construction activity at the site resumes.
- (11) *Renewal of a permit.*
 - (a) The applicant is solely responsible for submitting a written request for renewal to the city administrator or designee, if work is to continue after the expiration of the permit.
 - (b) Renewal of the permit may require payment of an additional land disturbance permit fee.
- (12) *Amendment of a permit.* A land disturbing permit shall be amended when significant changes from the initial permit occurs as follows:

- (a) Project changes resulting in an increased or decreased amount of disturbed land from what was indicated in the original permit application.
 - (b) Changes resulting in different permanent runoff characteristics from those that were permitted in the initial permit.
 - (c) Changes resulting in an increase in impervious area.
- (13) Amendments to a permit shall be submitted in writing to the city administrator or designee, and shall include documentation of the changes requiring the amendment. Such documentation may include, but is not limited to; revised site drawings; amended EPSCP, SWPPP, SWMP; revised hydrology reports and revised permanent stormwater inspection and maintenance plans. Additional fees may be required for an amended permit.
- (14) *Notice of termination.*
- (a) Land disturbance permits shall remain in effect as stated in this chapter until a request for final inspection is submitted to the city administrator or designee and the request is processed and approved by the stormwater program. The request for final inspection applies only to the construction component of the permit. The permanent stormwater management component(s), described in the inspection and maintenance agreement and related documentation of the permit shall have no expiration.
 - (b) Supporting documents required for the submittal of the final inspection shall be outlined on the request for final inspection form and provided to the applicant at permit issuance.
 - (c) Failure to submit the request for final inspection and supporting documentation and receive approval of termination of a permit may result in the city administrator's or designee's request to withhold the issuance of a certificate of occupancy or approval of a final plat.
 - (d) Permit holders shall be notified in writing when their permit has been terminated.
 - (e) Termination of the land disturbance component of the permit does not relieve responsibility for proper inspection, operation and maintenance of the permanent stormwater management devices, measures, controls, and facilities as required in the inspection and maintenance agreement, as described in section 18-505.
- (15) *Inspections and site assessment.* Site inspection and site assessment of all erosion and sediment control practices shall be performed by permit holders or their designated representative for any land disturbance activities covered under a land disturbance issued pursuant to sections 18-503, 18-504 and 18-505 of this chapter in accordance with the current edition of the "State of Tennessee's General NPDES permit for discharges of stormwater associated with construction activity" where the land disturbance meets the requirements of subsections 18-503(3)(a)—(c) as provided under this chapter.
- (16) The stormwater program may perform inspections on priority construction sites and other construction sites as warranted by site location and complaints. If the stormwater program determines that the permit holder has failed to properly install, maintain, or use proper structural or vegetative erosion and sediment control practices as specified in the erosion and sediment control plan, stormwater management plan and the post construction design and maintenance plans, the permit holder may be subject to a stop work order or additional penalties in accordance with sections 18-508 and 18-509 of this chapter and the City of Morristown Stormwater Program Standard Operating Procedures; as amended, most current edition.
- (a) The city administrator or designee may require inspection by an engineer for any erosion and sediment control measure or post construction stormwater management facility to ensure they meet the design standards as described in the approved construction site plans, post construction site plans, and stormwater management plan. If the city administrator or designee determines that significant erosion or sedimentation is occurring on a site despite approved structural or vegetative erosion and sediment control practices, the stormwater program shall require the permit holder to take additional corrective action to protect the adversely affected area. The additional corrective action required shall be part of an amended stormwater pollution prevention plan and the erosion and sediment control plan.

- (b) Inspections and maintenance for post construction stormwater facilities shall be performed as required in section 18-505 for design and maintenance of stormwater management systems, facilities and BMPs in accordance with the City of Morristown Stormwater Program Standard Operating Procedures; as amended, most current edition.

(17) *Disclaimer of liability.* The submission of plans under the provisions herein, the compliance with the provisions of these regulations, and/ or the satisfaction of any requirements or any approvals of the stormwater program shall not relieve any person from responsibility for damages to any person or property otherwise imposed by law; nor shall the foregoing impose any liability upon City of Morristown, its officials, its representatives, and/ or agents for damages to any person or property.

(Ord. No. 3542, 2-16-2016)

Sec. 18-504. - Erosion prevention and sediment control.

This section shall be applicable to all land development, including new development and redevelopment, subject to a land disturbance permit as described in this chapter.

(1) *Erosion prevention and sediment control BMP manuals.*

- (a) The stormwater program adopts as its best management practices (BMP) manuals for, construction sequencing, erosion prevention and sediment control for vegetative and structural BMP's, the City of Morristown Stormwater Program Standard Operating Procedures; as amended, most current edition.
- (b) The stormwater program standard operating procedures include a list of acceptable BMPs including the specific design performance criteria and operation and maintenance requirements for each BMP and stormwater practice. Designs contained in the stormwater program standard operating procedures may be adjusted at the discretion of the design engineer in accordance with updated and improved practices, subject to the city administrator or designee approval.
- (c) The stormwater program standard operating procedures may be updated and expanded from time to time, upon the recommendation of the city administrator or designee based on improvements in engineering, science, monitoring and local maintenance experience, or changes in federal or state law or regulation. Stormwater facilities that are designed, constructed and maintained in accordance with these criteria will be presumed to meet the minimum water quality performance standards.

(2) *Stormwater pollution prevention plan (SWPPP).* The stormwater pollution prevention plan shall provide for a site-specific written document that accurately describes the potential for stormwater pollution at the project site and shall explain and illustrate the measures that are to be taken to control stormwater pollution at the source. The plan shall conform to the requirements found in the current TDEC construction general permit for construction site stormwater and the stormwater program standard operating procedures. The plan shall be signed and sealed by an engineer or landscape architect and shall provide for the following:

- (a) Identifies all potential sources of stormwater pollution at the construction site.
- (b) Describes practices to reduce all pollutants in stormwater discharges from the construction site.
- (c) Describes how reduction of pollutants will be achieved by controlling the volume and velocity of stormwater runoff for construction and post construction.
- (d) Provide for all signatory, record keeping, inspections, rainfall data, inspection logs, chain of custody procedures and related administrative requirements of the construction general permit.
- (e) Identifies procedures the operator will implement to comply with all terms and conditions of the construction general permit.

- (3) A SWPPP meeting the minimum requirements of this section shall be provided for all land disturbing activity that results in the disturbance of one-half acre or more of total land area and meets the following criteria:
 - (a) A water quality buffer zone is present on or adjacent to the project site or proposed land disturbance activity.
 - (b) Stormwater discharges from the project site or land disturbance activity will discharge directly to a water resource.
- (4) *Erosion prevention and sediment control plans (EPSCP)*. As a critical component of the SWPPP, the erosion and sediment control plan shall accurately describe the potential for soil erosion and sedimentation problems resulting from land disturbing activity and shall explain and illustrate the measures that are to be taken to control erosion at the source and prevent the transport of sediment from the project to downstream property. The length and complexity of the plan will depend upon the size of the project, severity of the site condition and potential for off-site damage. The plan shall conform to the requirements found in the current TDEC construction general permit for construction site stormwater and the stormwater program standard operating procedures. The plan shall be sealed by an engineer or landscape architect.
- (5) An EPSCP meeting the minimum requirements of this section shall be provided for all projects requiring a land disturbance permit under this chapter.
- (6) The erosion and sediment control plan shall include the following:
 - (a) Name, address and telephone number of owner or developer of land;
 - (b) Address and legal description of subject property or properties including the tax map and parcel number;
 - (c) Name, address and telephone number of the contractor and any subcontractor(s) who will perform the land disturbing activity and who will implement the erosion and sediment control plan;
 - (d) A project narrative describing the land disturbance activity, including the size of the area for which the permit is applicable, the number of units and location of structures to be constructed, infrastructure required and a schedule for the starting and estimated completion dates of each phase of the land disturbing activity;
 - (e) Disturbed area in acres if proposed land disturbance is over one acre and in square feet if proposed land disturbance is under one acre.
 - (f) A description of the pre-developed and post developed drainage system including the drainage areas for all proposed disturbed areas and the drainage areas both onsite and offsite to each disturbed area;
 - (g) Distance from the project site and proposed land disturbance activities to the nearest water resource including the location and identification of all existing drainage ways, including streams and wet-weather conveyances and including floodways or floodplains to which the project site will drain.
 - (h) A topographic map with contour intervals of two feet or less showing present conditions and proposed contours resulting from land disturbing activity.
 - (i) A general description of existing land covers. Individual trees and shrubs do not need to be identified.
 - (j) Stands of existing trees as they are to be preserved upon project completion, specifying their general location on the property. Differentiation shall be made between existing trees to be preserved, trees to be removed and proposed planted trees. Tree protection measures must be identified, and the diameter of the area involved must also be identified on the plan and shown to scale. Information shall be supplied concerning the proposed destruction of specimen trees in buffers, setbacks and buffer strips, where they exist. Complete landscape plans may be submitted separately. The plan must include the

sequence of implementation for tree protection measures for construction and post construction.

- (k) Approximate limits of proposed clearing, grading and filling.
- (l) A general description of existing soil types and characteristics and any anticipated soil erosion and sedimentation problems resulting from existing characteristics.
- (m) Location, size and layout of proposed stormwater and sedimentation control improvements.
- (n) The proposed drainage network and proposed waterway sizes.
- (o) Approximate flows of existing stormwater leaving any portion of the site and approximate flows leaving site after construction and incorporating water run-off mitigation measures. The evaluation must include projected effects on property adjoining the site and on existing drainage facilities and systems. The plan must address the adequacy of outfalls from the development: when water is concentrated, what is the capacity of waterways, if any, accepting stormwater off-site; and what measures, including infiltration, sheeting into buffers, etc., are going to be used to prevent the scouring of waterways and drainage areas off-site, etc.
- (p) The projected sequence of work represented by the grading, drainage, sedimentation and erosion control plans as related to other major items of construction, beginning with the initiation of excavation and including the construction of any sediment basins or retention/detention facilities or any other structural BMPs. Plans should include the following drawings where applicable:
 - 1. Clearing and grubbing plan;
 - 2. Interim grading plan; and
 - 3. Final grading plan.
- (q) Specific remediation measures to prevent erosion and sedimentation run-off. Plans shall include detailed drawings of all control measures used; stabilization measures including vegetation and non-vegetation measures, both temporary and permanent, shall be detailed. Detailed construction notes and a maintenance schedule shall be included for all control measures in the plan.
- (r) Specific details for the construction of stabilized construction entrance/exits, concrete washouts, and sediment basins for controlling erosion; road access points; eliminating soil, sediment, and debris on streets and public ways. Soil, sediment, and debris brought onto streets and public ways must be removed by the end of the work day to the satisfaction of the city administrator or designee. Failure to remove the sediment, soil or debris shall be deemed a violation of this chapter.
- (s) Construction site operators shall control waste such as discarded building materials, concrete truck washout, petroleum products and petroleum related products, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality. When the material is erodible, such as soil, the site must be treated as a construction site. Specific details for construction waste management shall be provided in the SWPPP.
- (t) A listing of any legally protected state or federally listed threatened or endangered species and/or critical habitat (if applicable) located in the area of land disturbing activities, and a description of the measures that will be used to protect them during and after grading and construction. United States Fish and Wildlife approval is required for all protection measures.
- (u) The approved plan shall be amended if the proposed site conditions change after plan approval is obtained as required by section 18-503 of this chapter, or if it is determined by the city administrator or designee during the course of grading or construction that the approved plan is inadequate.

(v) The approved stormwater management plans, erosion prevention and sediment control plans, and stormwater pollution prevention plans shall be adhered to during land disturbance, grading and construction activities. Under no circumstance is the owner or operator of land disturbance activities, or any person(s) acting on the owner's behalf, allowed to deviate from the approved plan without prior approval of a plan amendment by the city administrator or designee.

(w) Other items needing control:

1. No solid materials, including building materials, shall be placed in waters of the state, except as authorized by a section 404 permit and/ or ARAP permit.
2. For installation of any waste disposal systems on site, sanitary sewer or septic system, the EPSCP and SWPPP shall identify these systems and provide for the necessary erosion prevention and sediment controls. Permittees must also comply with applicable state and/ or local waste disposal, sanitary sewer and/or septic system regulations for such systems to the extent these are located within the permitted area.
3. The SWPPP shall include a description of construction and waste materials expected to be stored on site. The SWPPP shall also include a description of controls used to reduce pollutants from materials stored on site, including storage practices to minimize exposure of the materials to stormwater, and spill prevention and response.
4. A description of stormwater sources from areas other than construction and a description of controls and measures that will be implemented at those sites.
5. A description of and an implementation plan for measures necessary to prevent a "taking" of legally protected state or federal listed threatened or endangered aquatic fauna and/ or critical habitat (if applicable).

(7) *General criteria for erosion and sediment controls.*

(a) Erosion and sediment controls must be properly selected and installed in accordance with good engineering practices before land disturbance, development or earth moving activities begin. Effective erosion prevention and sediment controls should be designed, installed and maintained to minimize the discharge of pollutants. At a minimum, such controls must be designed, installed and maintained to:

1. Control stormwater volume and velocity within the site to minimize soil erosion;
2. Control stormwater discharges, including both peak flow rates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel stream bank erosion;
3. Minimize the amount of soil exposed during construction activity;
4. Minimize the disturbance of steep slopes;
5. Eliminate (or minimize if complete elimination is not possible) sediment discharges from the site. The design, installation and maintenance of erosion prevention and sediment controls must address factors such as the design storm and soils characteristics, including the range of soil particle sizes expected to be present on the site;
6. Provide and maintain natural buffers around surface waters, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration, unless infeasible; and
7. Minimize soil compaction and, unless infeasible, preserve topsoil.

(b) Temporary measures may be removed at the beginning of the day but must be replaced at the end of the work day.

(c) Construction shall be sequenced and phased on all projects regardless of size as a major practice to minimize exposure of bare soil and limit sediment discharges. Construction shall be phased to keep the total disturbed area less than 50 acres at any one time.

- (d) Pre-construction vegetative ground cover shall not be disturbed more than the time allowed under State of Tennessee's General NPDES permit for discharges of stormwater associated with construction activity, as amended, current edition, prior to land disturbance, grading or earth moving unless the area is seeded or mulched or other temporary cover is installed. Erosion prevention and sediment control measures must be in place and functional before land disturbance activities begin, and must be constructed and maintained throughout the construction period.
- (e) A temporary or permanent sediment basin must be installed for areas required by the State of Tennessee's General NPDES permit for discharges of stormwater associated with construction activity, as amended, current edition.
- (f) Soil stabilization measures shall be initiated on any portion of a site where construction activity has temporarily or permanently ceased. The timeframe for initiation of these measures shall be within the time allowed by the State of Tennessee's General NPDES permit for discharges of stormwater associated with construction activity, as amended, most current edition. Where precluded by snow cover or frozen ground conditions stabilization measures shall be initiated as soon as possible. Stabilization measures do not have to be initiated where disturbing activities will resume within the time allowed.
- (g) Temporary or permanent soil stabilization shall be accomplished within time allowed by the State of Tennessee's General NPDES permit for discharges of stormwater associated with construction activity, as amended, current edition after final grading or other earth work.
- (h) Public roads should be thoroughly cleaned of any sediment transported off the site by the end of each day or more often if deemed necessary by city administrator or designee or staff.
- (i) Operators of construction sites must control waste such as litter, construction debris, chemicals, concrete truck washout and sanitary waste from being a source of stormwater pollution.
- (j) After use, silt fences should be removed and disturbed areas stabilized.
- (8) *Disclaimer of liability.* The submission of plans under the provisions herein, the compliance with the provisions of these regulations, and/ or the satisfaction of any requirements or any approvals of the stormwater program shall not relieve any person from responsibility for damages to any person or property otherwise imposed by law; nor shall the foregoing impose any liability upon City of Morristown, its officials, its representatives, and/ or agents for damages to any person or property.

(Ord. No. 3542, 2-16-2016)

Sec. 18-505. - Permanent stormwater management design, maintenance and inspection.

- (1) The requirements provided in this section shall be applicable to all land development, including new development and redevelopment, subject to a land disturbance permit as described in sections 18-503 and 18-504.
 - (a) Approval of a WQMP from the city will not be required for an entity which holds or will hold an active Tennessee Stormwater Multi-Sector General Permit for Industrial Activities (TMSP) from the Tennessee Department of Environment and Conservation (TDEC), provided the TMSP holder:
 - 1. Applies for new or modified TMSP coverage for the area of proposed development or redevelopment.
 - 2. Provides a copy of the "notice of intent (NOI) for storm water discharges associated with industrial activity under the TMSP" with which they applied for TMSP coverage to the city.
 - 3. Remains in full compliance with the TMSP. This includes developing and updating as necessary the stormwater pollution prevention plan (SWPPP) and spill prevention control and countermeasures (SPCC) plan (if SPCC is required).

- (2) No land disturbance or building permit shall be issued until a stormwater management plan has been approved by the city administrator or designee for all land development, including new development and redevelopment as required by this section.
- (3) MS4 stormwater design and BMP manuals.
 - (a) The stormwater program adopts as its MS4 stormwater design and best management practices (BMP) manual for stormwater management the City of Morristown Stormwater Program Standard Operating Procedures; as amended, most current edition.
 - (b) The stormwater program's standard operating procedures include a list of acceptable measures, controls and practices including the specific design performance criteria and operation and maintenance requirements for each. These include stormwater program approved BMPs, SCMs, GIPs and related stormwater design criteria for permanent stormwater management facilities and systems. Design standards contained in the stormwater program standard operating procedures may be adjusted at the discretion of the design engineer in accordance with updated and improved practices, subject to the city administrator's or designee's approval.
 - (c) The stormwater program standard operating procedures may be updated and expanded from time to time upon the recommendation of the city administrator or designee, based on improvements in engineering, science, monitoring and local maintenance experience, or changes in federal or state law or regulation. Stormwater facilities that are designed, constructed and maintained in accordance with these criteria will be presumed to meet the minimum water quality performance standards.
- (4) Stormwater management plan (SWMP) requirements a permanent stormwater management plan shall contain all required documents including but not limited to detention analysis, hydrologic analysis, hydraulic analysis, runoff reduction analysis, WQMP, and SPAP. A SWMP that outlines the use of post construction stormwater management facilities, practices, BMP's, GIP's, SCM's and related methods intended to maintain or restore quality and quantity of stormwater runoff to pre-development levels shall be required in the following cases:
 - (a) If the project results in an increase of one-half acre or more of impervious area.
 - (b) If the project will result in one-half or more acre of land disturbance and meets the following criteria:
 - 1. A water quality buffer zone is present on or adjacent to the project site or proposed land disturbance activity.
 - 2. Stormwater discharges from the project site or land disturbance activity will discharge directly to a water resource.
 - (c) Projects or developments of less than one acre of land disturbance if the construction activities at the site are part of a larger common plan of development or sale that comprise at least one acre of land disturbance.
 - (d) The city administrator or designee may also require stormwater management plan for developments, redevelopments, or land uses that discharge to critical areas with sensitive resources, or areas where the city administrator or designee has determined that additional restrictions are needed to limit adverse impacts of the proposed land disturbance, development or redevelopment on water quality or channel protection.
 - (e) Projects or developments of less than one acre of total land disturbance where the director, or authorized representative, of the division of water pollution control of the State of Tennessee, Department of Environment and Conservation has determined that:
 - 1. The stormwater discharge from a site is causing, contributing to, or is likely to contribute to a violation of a state water quality standard;
 - 2. The stormwater discharge is, or is likely to be a significant contributor of pollutants to waters of the state, or
 - 3. Changes in state or federal rules require sites of less than one acre that are not part of a larger common plan of development or sale to obtain a stormwater permit.

- (5) Stormwater management plans shall be prepared and stamped by an engineer or landscape architect competent in civil and site design. Portions of the stormwater management plan that require hydraulic or hydrologic calculations and design shall be prepared and stamped by an engineer.
- (6) The stormwater management plan shall include sufficient information to allow the program to evaluate the environmental characteristics of the project site, the potential impacts of all proposed development of the site, both present and future, on the water resources, and the effectiveness and acceptability of the measures proposed for managing stormwater generated at the project site. The city administrator or designee may require submittal of additional information in the stormwater management plan as needed to effectuate the purposes of this ordinance. The stormwater management plan shall include at a minimum the following:
 - (a) *Topographic base map*: Topographic base map of the site which extends beyond the limits of the proposed development the minimum distance required to locate, illustrate and indicate the following:
 - 1. Existing surface water drainage including streams, ponds, culverts, ditches, sink holes, wetlands; and the type, size, elevation, etc., of nearest upstream and downstream drainage structures;
 - 2. Current land use including all existing structures, locations of utilities, roads, and easements;
 - 3. All other existing significant natural and artificial features; and
 - 4. Proposed land use with tabulation of the percentage of surface area to be adapted to various uses; drainage patterns; locations of utilities, roads and easements; the limits of clearing and grading.
 - (b) Proposed structural and non-structural BMPs.
 - (c) A written description of the site plan and justification of proposed changes in natural conditions may also be required.
 - (d) *Calculations*: Hydrologic and hydraulic design calculations shall be provided for the pre-development and post-development conditions for the design storms as specified in the BMP manual. These calculations must show that the proposed stormwater management measures are capable of controlling runoff from the site in compliance with this chapter and the guidelines of the BMP manual, as provided in the stormwater program standard operation procedures. Such calculations shall include but are not limited to:
 - 1. A description of the design storm frequency, duration, and intensity where applicable
 - 2. Time of concentration;
 - 3. Soil types, curve numbers and runoff coefficients including assumed soil moisture conditions;
 - 4. Peak runoff rates and total runoff volumes for each watershed or drainage area;
 - 5. Infiltration rates, where applicable;
 - 6. Culvert, stormwater sewer, ditch and/or other stormwater conveyance capacities;
 - 7. Flow velocities;
 - 8. Hydraulic grade line for all components of the stormwater conveyance and stormwater management systems for the 25-year and/or 100-year storm event. Where the hydraulic grade line is not contained within the system a determination of the water surface elevation or ponding elevation shall be provided on the plans and contained within a drainage easement.
 - 9. Data on the increase in rate and volume of runoff for the design storms referenced in the BMP manual; and
 - 10. Documentation of sources for all computation methods and field test results.

- (e) *Soils information*: If a stormwater management control measure depends on the hydrologic properties of soils (e.g., infiltration basins), then a soils report shall be submitted. The soils report shall be based on on-site boring logs or soil pit profiles and soil survey reports. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soil types present at the location of the control measure.
- (f) *Endangered species*. The stormwater management plan shall include a listing of any legally protected state or federally listed threatened or endangered species and/or critical habitat (if applicable) located in the area of land disturbing activities, and a description of the measures that will be used to protect them during and after grading and construction. United States Fish and Wildlife approval is required for all protection measures.
- (g) *General performance criteria for permanent stormwater controls*. All land disturbance projects, including new development and redevelopment requiring a SWMP under this section shall address the performance criteria included in the stormwater program standard operating procedures.
 - 1. *Channel protection*. To protect stream channels from degradation, specific channel protection criteria shall be provided as prescribed in the stormwater standard operating procedures, as amended, latest edition.
 - 2. *Downstream impact analysis*. To ensure that stormwater management systems maintain pre-development peak flows throughout the downstream conveyance system, an analysis of the downstream impact of the proposed stormwater management system at the point where the drainage area controlled by the system comprises ten percent of the total drainage may be required by the city administrator or designee.
 - 3. Stormwater discharges to critical areas with sensitive resources (i.e., endangered species, cold water fisheries, shellfish beds, swimming beaches, recharge areas, water supply reservoirs) may be subject to additional performance criteria, or may need to utilize or restrict certain stormwater management practices.
 - 4. Stormwater discharges from hot spots may require the application of specific structural BMPs and pollution prevention practices. In addition, stormwater from a hot spot land use may not be infiltrated unless proper pretreatment has been and approved by the city administrator or designee.
 - 5. A special pollution abatement plan (SPAP) shall be required for the land uses identified as pollutant hot spots or as required by the city administrator or designee for new developments and redevelopments on the basis of:
 - a. Land use or type of business;
 - b. A history of air or water pollution at a site;
 - c. A history of air or water pollution by an owner/operator at other sites;
 - d. The potential to impact environmentally sensitive areas, such as wetlands;
 - e. At the discretion of the city administrator or designee as needed to address hotspots or pollutants of concerns on a case-by-case basis.
 - 6. Prior to or during the site design process, applicants for land disturbance permits shall consult with the program to determine if they are subject to additional stormwater design requirements.
 - 7. Methods and calculations for determining peak flows as found in the stormwater standard operating procedures, as amended, latest edition shall be used for sizing all stormwater systems and facilities.

(7) *Modifications.*

- (a) The minimum requirements for stormwater management plans may be modified upon written request of the landowner to the city administrator or designee, provided that at least one of the following conditions applies:
1. It can be demonstrated that the proposed development is not likely to impair attainment of the objectives of this chapter.
 2. Alternative minimum requirements for on-site management of stormwater discharges have been established in a water quality management plan that has been approved by the city administrator or designee.
 3. Provisions are made to manage stormwater by an off-site facility. The off-site facility must be in place and designed to provide the level of stormwater control that is equal to or greater than that which would be afforded by on-site practices. Further, the facility must be operated and maintained by an entity that is legally obligated to continue the operation and maintenance of the facility in perpetuity with the land on which the facility is constructed.
 4. Engineering studies determine that installing the required green infrastructure practices, water quality management facilities or BMPs would actually cause adverse impact to water quality or cause increased channel erosion or downstream flooding.
 5. Non-structural BMPs will be used on the site that will reduce the generation of stormwater from the site, the size and cost of stormwater storage, and/or the pollutants generated at the site. The city administrator or designee must approve any such plan and will determine the amount of credit granted for the non-structural BMPs.
 - a. Additional structural BMPs will still be required unless credit for the full stormwater generation is provided.
 - b. If non-structural BMPs are approved, the applicant shall ensure that these practices are documented and remain unaltered by subsequent property owners.
 6. Requests to modify the requirements shall be submitted to the city administrator or designee in writing, along with all necessary plans, specifications, calculations, and other documentation required to demonstrate that one or more of the conditions listed above in is met and that the modification will not result in a reduction of water quality.
 - a. The city administrator or designee shall not approve modifications that cause any of the following:
 - (i) The city to be in violation of any state or federal NPDES permit, TMDL, or other applicable water quality regulation;
 - (ii) Degradation of biological functions or habitat;
 - (iii) Accelerated stream bank or streambed erosion or siltation;
 - (iv) Deterioration of existing culverts, bridges, dams, or other structures;
 - (v) Increased threat of flood damage
 - (vi) Increased threat to public health, life or property.
 - b. Any modification of the requirements of this section requires written approval by the city administrator or designee.
 - c. If a modification requested at the time of plan submission is approved, the modifications must be documented as part of the approved stormwater management plan.
 - d. During construction, an owner may request modifications to the approved stormwater management plan. Until such time as the amended plan is approved by the city administrator or designee in writing, the land-disturbing activity and associated construction shall not proceed, except in accordance with the stormwater management plan as originally approved.

- (8) *As-built plans and plat.* All applicants are required to submit actual as-built plans and plat which must be sealed by a surveyor and/or engineer that provide for the following:
- (a) Stormwater system and appurtenances constructed as part of implementation of the design plans after final construction.
 - (b) Alterations to existing stormwater system and appurtenances as part of implementation of the design plans after final construction is completed.
 - (c) Stormwater management facilities constructed as part of the implementation of the design plans after final construction.
 - (d) Alterations to existing stormwater management facilities constructed as part of the implementation of the design plans after final construction.
 - (e) Delineation of all proposed stormwater access and drainage easements required for the inspection, maintenance, repair and operation of the stormwater system and stormwater management facilities.
- (9) *As-built analysis.* All applicants are required to submit actual as-built analysis that shows the final design specifications and post development analysis for all stormwater management facilities and which must be sealed by an engineer.
- (10) The as-built plat and plan shall be submitted to the city administrator or designee for review in a format as specified in the stormwater program standard operating procedures.
- (11) A final inspection by the stormwater program is required before any performance security or performance bond will be released.
- (12) The stormwater program shall have the discretion to adopt provisions for a partial pro-rata release of the performance security or performance bond upon completion and approval of the various stages of development.
- (13) Certificate of occupancy shall not be granted until the following is satisfied:
- (a) All stormwater management facilities have been inspected and accepted by the stormwater program.
 - (b) Corrections to all stormwater management facilities have been made and accepted by the stormwater program.
 - (c) As-built plan and plat has been approved by the city administrator or designee.
- (14) *Landscaping and stabilization requirements.*
- (a) Permanent stabilization with perennial vegetation (using native herbaceous and woody plants where practicable) or other permanently stable, non-eroding surface shall replace any temporary measures as soon as practicable. Unpacked gravel containing fines (silt and clay sized particles) or crusher runs will not be considered a non-eroding surface.
 - (b) The following criteria shall apply to revegetation efforts:
 - 1. A landscaping plan may be submitted with the design describing the vegetative stabilization and management techniques to be used at a site after construction is completed. This plan will explain not only how the site will be stabilized after construction, but who will be responsible for the maintenance of vegetation at the site and what practices will be employed to ensure that adequate vegetative cover is preserved. This plan should be included in the stormwater management plan.
 - 2. Reseeding must be done with an annual or perennial cover crop accompanied by placement of straw mulch or its equivalent of sufficient coverage to control erosion until such time as the cover crop is established over 90 percent of the seeded area.
 - 3. Replanting with native woody and herbaceous vegetation must be accompanied by placement of straw mulch or its equivalent of sufficient coverage to control erosion until the plantings are established and are capable of controlling erosion.

4. Any area of revegetation must exhibit survival of a minimum of 75 percent of the cover crop throughout the year immediately following revegetation. Revegetation must be repeated in successive years until the minimum 75 percent survival for one year is achieved.
- (15) *Inspection and maintenance plan.* The design and planning of all stormwater management facilities shall include detailed inspection and maintenance procedures to ensure their continued performance to be included in the inspection and maintenance agreement. These plans will identify the parts or components of a stormwater management facility that need to be maintained and the equipment and skills or training necessary to perform required maintenance. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for permanent elevation benchmark shall be identified in the plans to assist in the periodic inspection of the facility. These plans must be binding on the current property owners and all subsequent owners of the property and must be properly recorded in the Hamblen County Register of Deeds Office. Recording fees are to be paid by the applicant.
- (16) *Maintenance easements.* A maintenance right-of-way or easement, having a minimum width of 20 feet shall be provided to all water quality management facilities, BMPs, GIPs, vegetated buffers, runoff reduction practices and water quality volume reduction areas from a driveway, private road, or other accessible route which is connected to the public right of way to ensure access to the site. These easements must be binding on the current property owners and all subsequent owners of the property and must be properly recorded in the Hamblen County Register of Deeds Office.
- (17) *Inspection and maintenance agreement.* The owner of property to be served by an on-site stormwater management facility must execute an inspection and maintenance agreement that shall operate as a deed restriction or otherwise be binding on the current property owner and all subsequent property owners. The maintenance agreement shall:
 - (a) Assign responsibility for the maintenance and repair of the stormwater facility to the property owners upon which the facility is located and be recorded as such on the plat for the property by appropriate notation;
 - (b) Provide for a periodic inspection by the property owner for the purpose of documenting maintenance and repair needs and ensure compliance with the purpose and requirements of this chapter.
 - (c) Grant stormwater program staff permission to enter the property at reasonable times to inspect the stormwater facility to ensure that it is being properly maintained;
 - (d) Provide for the minimum maintenance and repair needs to include but not limited to; the removal of silt, litter and other debris; the cutting of grass, grass cuttings and vegetation removal; the replacement of landscape vegetation; inspection, maintenance and repair of inlets drainage pipes and any other stormwater facilities or appurtenances. It shall also provide that the property owner shall be responsible for additional maintenance and repair needs consistent with the needs and standards outlined in the stormwater program standard operating procedures;
 - (e) Provide that maintenance needs must be addressed in a timely manner on a schedule to be determined by the program;
 - (f) Provide that if the property is not maintained or repaired within the prescribed schedule, the program shall perform the maintenance and repair at its expense, and bill two times the program's cost to the property owner. The maintenance agreement shall also provide that the program's cost of performing the maintenance shall be a lien against the property.
 - (g) These agreements must be binding on the current property owners and all subsequent owners of the property and must be properly recorded in the Hamblen County Register of Deeds Office. Recording fees are to be paid by the applicant.
- (18) *Inspection of stormwater facilities.*
 - (a) Periodic inspections of facilities may be performed by the stormwater program.
 - (b) In order to ensure that all stormwater management facilities and stormwater BMPs are operating correctly and being properly maintained, the program shall, at a minimum, require owners or operators of stormwater management facilities to:

1. Perform routine inspections to ensure that the BMPs are properly functioning. These inspections shall be conducted on an annual basis, at a minimum. These inspections shall be conducted by a person familiar with control measures implemented at a site. Owners or operators shall maintain documentation of these inspections.
 2. Perform comprehensive inspections of all stormwater management facilities and practices. These inspections shall be conducted once every five years, at a minimum. Such inspections must be conducted by either an engineer or landscape architect holding the required current Tennessee Erosion Prevention and Sediment Control certifications.
 3. Complete inspection reports for these five year inspections shall include:
 - a. Facility type;
 - b. Inspection date;
 - c. Latitude and longitude, address and/or nearest street address;
 - d. BMP owner information (e.g. name, address, phone number, fax, and email);
 - e. A description of BMP conditions including: vegetation and soils, inlet and outlet channels and structures, embankments, slopes, safety benches, spillways, weirs, and other structures as well as any sediment and debris accumulation;
 - f. Photographic documentation of BMPs;
 - g. Specific maintenance items or violations that need to be corrected by the BMP owner along with deadlines and re-inspection dates;
 - h. Seal of an engineer or landscape architect.
- (19) *Record keeping.* Owners or operators shall maintain documentation of these inspections. The program may require submittal of this documentation upon inspection of a facility, investigation of a drainage concern, or upon request.
- (20) *Records of installation and maintenance facilities.* Parties responsible for the operation and maintenance of a stormwater management facility shall make records of the installation of the stormwater facility and of all maintenance and repairs to the facility and shall retain the records for at least five years. These records shall be made available to the program during inspection of the facility and at other reasonable times upon request.
- (21) *Failure to meet maintenance design or maintenance standards.* Any discharge that flows from a stormwater facility or system that is not inspected and maintained in accordance with this chapter shall be an illicit discharge. Upon the failure of the party responsible for maintenance to meet or maintain design or maintenance standards, the program shall notify in writing the party responsible for the stormwater facility or system. Upon receipt of such notice, the responsible person shall cause the failure to be corrected within the time set out by the program in the written notice. In the event correction is not successfully made within that time, among its other sanctions the program may cause the corrections to be made. In such event the person responsible for the stormwater facility shall reimburse City of Morristown or the program for the two times the expense, which expense shall be a lien against the subject real property until paid in full.
- (22) *Disclaimer of liability.* The submission of plans under the provisions herein, the compliance with the provisions of these regulations, and/ or the satisfaction of any requirements or any approvals of the stormwater program shall not relieve any person from responsibility for damages to any person or property otherwise imposed by law; nor shall the foregoing impose any liability upon City of Morristown, its officials, its representatives, and/ or agents for damages to any person or property.

(Ord. No. 3542, 2-16-2016)

Sec. 18-506. - Water quality buffer zone requirements.

(1) *Water quality buffer zone general requirements:*

- (a) A water quality buffer zone shall be applied to all water resources located in, or adjacent to, new development, or redevelopment within the jurisdictional limits of the City of Morristown.
- (b) Water quality buffer zones shall be maintained on all properties within the jurisdictional limits of the City of Morristown in a manner that allows for growth of climax successional vegetation, and shall consist of undisturbed vegetation, preferably native vegetation, along both sides of a water resource measured linearly perpendicular from top of bank along the length of the water resource.
- (c) All water quality buffer zones shall hereafter be inspected and maintained per the approved inspection and maintenance plan and the inspection and maintenance agreement as part of the approved stormwater management system, and as approved by the city administrator or designee.
- (d) All water quality buffer zones shall hereafter be placed into an easement that is recorded with the deed. The easement and any covenants for the permanent maintenance of water quality buffer zone shall be recorded in the land records and shall run with the land and continue in perpetuity.

(2) *Water quality buffer zone width requirements.* Buffer zone widths shall be established according to the size of the drainage area of the water resource and the type of water resource. The water quality buffer shall be applied according to the following criteria:

- (a) Water resources not listed as impaired or exceptional Tennessee waters with drainage areas less than one square mile shall have a buffer width of 30 feet minimum.
- (b) Water resources with drainage areas equal to or greater than one square mile and/or are listed as impaired or exceptional Tennessee Waters shall have a buffer width of 60 feet minimum.
- (c) Water quality buffer zone variances and water quality buffer zone width averaging is prohibited for any portion of developments with slopes greater than 15 percent located within the required water quality buffer zone. Where the slope within the water quality buffer zone meets or exceeds 15 percent the minimum buffer width must be provided as required by this section.
- (d) A minimum buffer width of 30-feet shall be provided around the perimeter of a wetland, as measured from the outermost edge of the wetland as determined by USACE, NRCS, TDEC, or a Tennessee Qualified Hydrologic Professional (TN-QHP).
- (e) Water quality buffers are not required for ponds disconnected from other water resources.
- (f) Water quality buffers are not required for ponds and wetlands designed and constructed for the purposes of stormwater quality treatment and stormwater management.

(3) *Prohibited Uses and activities.* The following land uses and activities are prohibited within the water quality buffer:

- (a) Developments or facilities that include on-site sewage disposal and treatment system drain fields (i.e., septic systems), raised septic systems, subsurface discharges from a wastewater treatment plant, or land application of bio-solids or animal waste;
- (b) Landfills (demolition landfills, permitted landfills, closed-in-place landfills);
- (c) Junkyards;
- (d) Commercial or industrial facilities that store and/or service motor vehicles;
- (e) Commercial greenhouses or landscape supply facilities;
- (f) Developments or facilities that have commercial or public pools;
- (g) Agricultural facilities, farms, feedlots, and confined animal feed operations;

- (h) Animal care facilities, kennels, and commercial/business developments or facilities that provide short-term or long-term care of animals;
 - (i) Activities requiring a land disturbance permit under this ordinance for which a land disturbance permit has not been applied for, obtained and/or approved; and
 - (j) Other land uses and hot spots identified in this ordinance deemed by to have the potential to generate higher than normal pollutant loadings.
- (4) *Allowed uses and activities.* These uses and activities meeting the criteria outlined below may be allowed within the water quality buffer zone.
- (a) Conservation uses, wildlife sanctuaries, nature preserves, forest preserves, and fishing areas, provided no impervious surfaces are created within the water quality buffer zone and where an average water quality buffer zone width of 30 feet along the project area is maintained.
 - (b) Recreational trails, footpaths and greenways that are either unpaved or paved or pervious and intended for non-motorized vehicle use, where an average water quality buffer zone width of 30 feet along the project area is maintained. Recreational trails, footpaths, and greenways shall be designed to prevent the channelization of stormwater runoff.
 - (c) Parks, provided that no impervious surfaces are created within the water quality buffer zone and where an average water quality buffer zone width of 30 feet along the project area is maintained.
 - (d) Education and/or scientific research that does not require any of the prohibited activities or uses identified in this section provided that no impervious surfaces are created and where an average water quality buffer zone width of 30 feet along the project area is maintained.
 - (e) Stream restoration projects, facilities and activities, with prior approval of the city administrator or designee and possessing the required permits from applicable federal and state regulatory agencies.
 - (f) Infrastructure features such as roads, bridges, storm drainage, stormwater management facilities that are appropriate for use in a water quality buffer zones and utilities, provided that they adhere to the following standards:
 - 1. The width of the disturbance for the feature is the minimum required to allow for maintenance and access;
 - 2. The angle of the buffer crossing shall be within 25 percent of perpendicular to the stream in order to minimize clearing requirements;
 - 3. The number of buffer crossings is minimized, with no more than one crossing every 1,000 linear feet.
 - 4. Multiple driveway or private roadway crossings of a stream or a wetland within one development shall be prohibited unless approved by the city administrator or designee.
 - 5. Maintenance to existing stormwater channels.
 - 6. Stabilization and maintenance practices to existing outfalls or stormwater channels as needed prevent channelization and erosion in the water quality buffer zone from stormwater runoff.
 - (g) Construction of public water system reservoirs.
 - (h) Access areas for utilities (e.g., manholes) that are located in the water quality buffer zone area are allowed. Access areas must be minimized to the maximum extent possible, and shall be located no less than every 300 feet unless warranted by valid safety, access or service issues.
 - (i) Landscaping to allow for climax successional vegetation through the removal of invasive exotic plants and the establishment of native vegetation, and/or other practices that restore the ecological integrity of the water quality buffer zone. This includes the following activities:
 - 1. Removal of individual trees within the riparian buffer which are in danger of falling, causing damage to dwellings or other structures, or causing blockage of the water resource. In such

instances, the root wad or stump should be left in place, where feasible, to maintain soil stability.

2. Minor landscaping is allowed within the water quality buffer zone to repair erosion, damaged vegetation or other problems noted. Only native species of vegetation may be used in conjunction with stabilization activities.
 3. The pruning of native vegetation is allowed provided that the health and function of the vegetation is not compromised. However, only the individual removal of under-story nuisance vegetation (i.e. honeysuckle, kudzu, privet) causing minimal soil disturbance is permitted. On land where the removal of such nuisance vegetation would cause a reduction in the amount of stream canopy by 50 percent or more, re-vegetation with native plants is required to provide 50 percent of the previous canopy at a minimum. For areas where such nuisance vegetation removal would cause a reduction in the amount of stream bank vegetation, re-vegetation with native plants is required to meet the previous coverage
- (5) *Protection during construction and post construction.* All parties having influence over the condition of the water quality buffer zone must be made aware of its presence in order to preserve its integrity. Therefore, the following minimum measures must be taken:
- (a) All water quality buffer zones shall remain protected from land disturbance, vegetation removal, construction of impervious surfaces, and discharges of sediment and other construction-related wastes during development activities.
 - (b) Inspection and maintenance of water quality buffer zones shall be provided for in the approved inspection and maintenance plan as provided in the inspection and maintenance agreement as required by section 18-505 of this chapter.
 - (c) Water quality buffer zones must be shown on all site plans, construction plans, plats, and the recorded final plat. Where a final plat is not part of the development process (e.g. commercial development), the water quality buffer zone shall be included on the as-built plat or survey as required by section 18-505 of this chapter. The buffer should be labeled as "water quality buffer zone" and be dimensioned from the top of bank. Notation shall be provided stating: "There shall be no clearing, grading, construction or disturbance of soil and/or native vegetation except as permitted by the city administrator or designee."
 - (d) Prior to construction, a construction layout survey must be performed which includes staking and marking the water quality buffer zone. A combination of stakes, flagging, and tree protection fencing shall be used to ensure adequate visibility. On the development side of the buffer, provide erosion and sediment control measures such as tree protection fencing along the exterior edge of the water quality buffer zone to prevent further construction impacts.
 - (e) Permanent boundary markers, in the form of signage provided or approved by the City of Morristown's Stormwater Program, shall be installed prior to the completion of the development activities. Signage is to be posted at the coincidence of the water quality buffer zone edge, each lot line, and at a maximum spacing of 150 feet. The sign shall contain the message, "water quality buffer zone: This area is reserved for the protection of water quality by limiting pollution, offering shade and bank stabilization, and providing wildlife habitat."
 - (f) Where the standards and management requirements of this ordinance are in conflict with other laws, regulations, and policies regarding streams, steep slopes, erodible soils, wetlands, floodplains, timber harvesting, land disturbance activities or other environmental protective measures, the more restrictive requirements shall apply.
- (6) *Variance procedures.* An alteration to the water quality buffer zone width and use of the water quality buffer zone for uses prohibited by this ordinance shall require a variance from the stormwater violations appeals board (SVAB). For stormwater violations appeals board see section 18-507 of this chapter.
- (a) Variance applications for alternative water quality buffer zone width, use and activities shall be submitted to the city administrator or designee with all applicable fees and information as required by this chapter.

- (b) Variance applications for alternative water quality buffer zone width, use and activities will be reviewed by the city administrator or designee only where the applicant provides reasonable evidence that impacts to the buffer have been avoided or minimized to the fullest extent practicable. Reduction of the water quality buffer zone width may apply to specific areas of an overall development, and shall be reviewed on a case-by-case basis as provided by this section. A determination that standards cannot be met shall not be based solely on difficulty or cost associated with implementation.
- (c) The city administrator or designee shall transmit to the SVAB all papers constituting the record upon which the variance was requested. The SVAB shall fix a reasonable time for the hearing of the variance, give public notice thereof, as well as due notice to the parties in interest and decide the same within a reasonable time. Upon the hearing, any persons or party may appear in person, or by agent, or by attorney.
- (d) Variance applications will be reviewed by the SVAB only where the applicant provides reasonable evidence that impacts to the buffer have been avoided or minimized to the fullest extent practicable and only in the following cases:
 - 1. The project involves the construction or repair of an existing infrastructure project or a structure that, by its nature, must be located within the buffer. Such structures include but are not limited to, dams, public water supply intake structures, detention/retention ponds, waste water discharges, docks including access ways, boat launches including access ways, and stabilization of areas of public access to water; or
 - 2. the project will result in the restoration or enhancement to improve water quality and/or aquatic habitat quality; or
 - 3. Buffer intrusion is necessary to provide reasonable access to a property or properties; or
 - 4. The intrusion is for gravity-flow sewer lines that cannot reasonably be placed outside the buffer, and stream crossings and vegetative disturbance are minimized; or
 - 5. Crossing for utility lines, including but not limited to gas, liquid, power, telephone, and other pipelines, provided that the number of crossings and the amount of vegetative disturbance are minimized; or
 - 6. Recreational foot trails, greenways and viewing areas, providing that impacts to the buffer are minimal; or
 - 7. The project involves construction of one single family home for residential use by the owner of the subject property and, at the time of adoption of this rule, there is no opportunity to develop the home under any reasonable design configuration unless a buffer variance is granted. Variances will be considered for such single family homes only if construction is initiated or local government approval is obtained prior to April 1, 2016; or
 - 8. The proposed land disturbing activity requires an aquatic resource alteration permit (ARAP) or a § 401 water quality certification (§ 401 certification) and the Tennessee Department of Environment and Conservation has approved a mitigation plan to be implemented as a condition of such a permit; or
 - 9. The proposed land disturbing activity within the buffer will require a permit from the United States Army Corps of Engineers under Section 404 of the federal Water Pollution Control Act Amendment of 1972, 33 U.S.C. Section 1344, and the corps of engineers has approved a mitigation plan to be implemented as a condition of such a permit; or
 - 10. A plan is provided for buffer intrusion that shows that, even with the proposed land disturbing activity within the buffer, the completed project will result in maintained or improved water quality downstream of the project; or
 - 11. The project with a proposed land disturbing activity within the buffer in a stream segment listed as impaired under Section 303(d) of the federal Water Pollution Control Act Amendment of 1972, 33 U.S.C. Section 1313(d) and a plan is provided that shows that the completed project will result in maintained or improved water quality in such listed stream

segment and that the project has no adverse impact relative to the pollutants of concern in such stream segment; or

12. Variances may be granted for projects that are already covered by a valid, unexpired land disturbance permit issued prior to April 1, 2016.
- (e) When deemed appropriate the SVAB may consider variances to the water quality buffer zones width. The SVAB may relax the water quality buffer zone width to become narrower at some points as provided under this section per the following criteria as follows:
1. The 60-foot water quality buffer zone can be established on an average width basis as long as the width is not reduced to less than 30 feet on both sides of the water resource as measured from top of bank.
 2. If the water quality buffer zone as defined by this ordinance cannot be fully accomplished onsite, the SVAB may apply the criteria provided in this section for the issuance of a variance for alternative buffer widths. However, in no case can the width be reduced to less than 15 feet on both sides of the water resource as measured from top of bank.
 3. The SVAB may offer credit for additional building density elsewhere on the site in compensation for the loss of developable land due to the requirements of this section. This compensation may increase the total number of dwelling units on the site up to the amount permitted under the base zoning.
- (f) When considering a request for a variance, the SVAB may require additional information in order to ensure the proposed buffer variance will not have or cause to have adverse impacts on water quality. Upon receipt of a completed application in accordance with this section the board shall consider the completed application and the following factors in determining whether to issue a variance:
1. Locations of state waters, wetlands, floodplain boundaries and other natural features as determined by field surveys.
 2. Shape, size, topography, slope, soils, vegetation and other physical characteristics of the property.
 3. Location and extent of buffer intrusion.
 4. Whether reasonable alternative project designs, such as the use of retaining walls, are possible which do not require buffer intrusion or which require less buffer intrusion.
 5. Whether issuance of the variance, with the required mitigation plan, re-vegetation plan and/or plan for permanent vegetation, is at least as protective of natural resources and the environment (including wildlife habitat).
 6. The current condition of the existing buffer, to be determined by:
 - a. The extent to which existing buffer vegetation is disturbed;
 - b. The hydrologic function of the buffer; and water resource characteristics such as bank vegetative cover, bank stability, prior channel alteration or sediment deposition.
 - c. The extent to which the encroachment into the buffer may reasonably impair buffer functions.
 7. The value of mitigation activities conducted pursuant to this section to be determined by development techniques or other measures that will contribute to the maintenance or improvement of water quality, including the use of green infrastructure, low impact designs and integrated best management practices, and reduction in effective impervious surface area.
 8. The long-term water quality impacts of the proposed variance, as well as the construction impacts.
 - a. The SVAB will assume that the existing water quality conditions are commensurate with an undeveloped forested watershed unless the applicant provides documentation

to the contrary. If the applicant chooses to provide baseline documentation, site and/or water resource reach specific water quality, habitat, and/or biological data would be needed to document existing conditions. If additional data are needed to document existing conditions, the applicant may need to submit a monitoring plan and have it approved by the city administrator or designee prior to collecting any monitoring data. Existing local data may be used, if available and of acceptable quality to the city administrator or designee.

- b. The results of the predicted pollutant loading under pre- and post-development conditions as estimated by models accepted by the city administrator or designee indicate that existing water quality conditions will be maintained or improved.
9. For applications for which a land disturbing activity is proposed within the buffer of a 303(d) listed water resource the results of the model demonstrate that the project has no adverse impact relative to the pollutants of concern in such stream segment.

(Ord. No. 3542, 2-16-2016)

Sec. 18-507. - Illicit discharges.

- (1) *Scope.* This section shall apply to all water generated on developed or undeveloped land entering the Program's MS4.
- (2) *Prohibition of illicit discharges.* No person shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of stormwater. Non-stormwater discharges shall include, but shall not be limited to:
 - (a) Sanitary wastewater;
 - (b) Car wash wastewater;
 - (c) Radiator flushing disposal;
 - (d) Spills from roadway accidents;
 - (e) Carpet cleaning wastewater;
 - (f) Effluent from septic tanks;
 - (g) Improper oil disposal;
 - (h) Laundry wastewater/gray water;
 - (i) Improper storage, disposal or discharge of auto and household products;
 - (j) Improper storage, disposal or discharge of solid waste, including discharge from vehicles;
 - (k) Any discharge that flows from a stormwater facility that is not inspected and maintained in accordance with section 18-505 and 18-514 of this chapter and in accordance to the stormwater program standard operating procedures, as amended, lastest edition;
 - (l) Discharge related activities that are likely to jeopardize the continued existence of any state or federally listed species or result in the adverse modification or destruction of habitat that is designated as critical under the Endangered Species Act (ESA) or other applicable state law or rule;
 - (m) Discharge or conduct discharge related activities that will cause a prohibited take of federally listed species (as defined under Section 3 of the ESA and 50 CFR § 17.3), unless such take is authorized under Sections 7 or 10 of the ESA;
 - (n) Discharge or conduct discharge-related activities that will cause a prohibited take of state listed species (as defined in the Tennessee Wildlife Resources Commission Proclamation, Endangered or Threatened Species, and in the Tennessee Wildlife Resources Commission Proclamation, wildlife in need of management), unless such take is authorized under the provisions of Tennessee Code Annotated § 70-8-106(e);

- (o) Discharges that would cause or contribute to an in-stream exceedance of water quality standards;
 - (p) Discharges of any pollutant into any water for which a total maximum daily load (TMDL) has been approved by EPA, where the TMDL establishes a specific waste load allocation and recommends it be incorporated into an individual NPDES permit;
 - (q) Discharges of materials resulting from a spill, except emergency discharges required to prevent imminent threat to human health or to prevent severe property damage, provided reasonable and prudent measures have been taken to minimize the impact of the discharges.
- (3) *Exempt discharges.* The commencement, conduct or continuance of any non-stormwater discharge to the municipal separate storm sewer system is prohibited except as described as follows:
- (a) Uncontaminated discharges from the following sources:
 - 1. Water line flushing or other potable water sources;
 - 2. Irrigation or lawn watering with potable water;
 - 3. Diverted stream flows;
 - 4. Rising ground water;
 - 5. Groundwater infiltration to storm drains, infiltration does not include sanitary sewer inflow;
 - 6. Pumped groundwater;
 - 7. Foundation or footing drains;
 - 8. Crawl space pumps;
 - 9. Air conditioning condensation;
 - 10. Springs;
 - 11. Individual residential car washing;
 - 12. Natural riparian habitat or wetland flows;
 - 13. Firefighting activities;
 - 14. Discharges specified in writing by the program as being necessary to protect public health and safety;
 - 15. Dye testing is an allowable discharge if the program has so specified in writing;
 - 16. Discharges authorized by the construction general permit (CGP), as amended, latest edition:
 - a. Dewatering of work areas of collected stormwater and ground water (filtering or chemical treatment may be necessary prior to discharge);
 - b. Waters used to wash vehicles (of dust and soil, not process materials such as oils, asphalt or concrete) where detergents are not used and detention and/or filtering is provided before the water leaves site;
 - c. Water used to control dust in accordance with CGP, as amended, latest edition;
 - d. Potable water sources including waterline flushing from which chlorine has been removed to the maximum extent practicable;
 - e. Routine external building wash-down that does not use detergents or other chemicals;
 - f. Uncontaminated groundwater or spring water; and
 - g. foundation or footing drains where flows are not contaminated with pollutants (process materials such as solvents, heavy metals, etc.).
- (4) *Prohibition of illicit connections.* The construction, use, maintenance or continued existence of illicit connections to the municipal separate storm sewer system is prohibited. This prohibition expressly

includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

- (5) *Prohibition of illegal dumping.* No person shall dump or otherwise deposit outside an authorized landfill, convenience center or other authorized garbage or trash collection point, any trash or garbage of any kind or description on any private or public property, occupied or unoccupied, inside the program service area. It shall be illegal for any person to intentionally dump or spill liquids or solids that are considered pollutants by the U.S. Environmental Protection Agency (EPA) on the ground where there is potential exposure to rain or stormwater and potential for the pollutant to reach the municipal separate storm sewer system of the city.
- (6) *Reduction of stormwater pollutants by the use of best management practices.* Any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at the person's expense, the BMPs necessary to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this section. Discharges from existing BMPs that have not been maintained and/or inspected in accordance with this ordinance shall be regarded as illicit.
- (7) *Notification of spills.* Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting in, or may result in, illicit discharges or pollutants discharging into the municipal separate storm sewer system, the person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials the person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, the person shall notify the program in person or by telephone, fax, or email, no later than the next business day. Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the Program within three business days of the telephone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.
- (8) *Elimination of illicit connections and illicit discharges.*
 - (a) Any owner or tenant of a property or premises where an illicit connection and/or discharge is located shall be required, at such person's expense, to eliminate the illicit connection and/or discharge to the municipal separate storm sewer system.
 - (b) Any owner or tenant of a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at such person's expense, the BMPs necessary to prevent the further discharge of pollutants to the municipal separate storm sewer system.
 - (c) Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this ordinance.
- (9) *Inspections.*
 - (a) The city administrator or designee or their representative shall have the right to enter onto private properties for the purposes of investigating a suspected violation of this ordinance, or to remove foreign objects or blockages.
 - (b) The owner or person in control of any premises, facility, operation, or residence where an illicit discharge or illicit connection is known or suspected shall allow the city administrator or designee or their representative to have access to and copy at reasonable times, any applicable state or federal permits and associated records related to the known or suspected discharge or connection, and any reports or records maintained in accordance with this ordinance.
 - (c) The failure of an owner or person in control of any premises to allow such inspection by the city administrator or designee or their representative shall be a violation of this chapter, which

violation may be cause for the issuance of a stop work order, withholding of a certificate of occupancy, and/or civil penalties in addition to enforcement actions for illicit discharge.

- (d) The city administrator or designee may require any person engaging in any activity or owning any property, building or facility (including but not limited to a site of industrial activity) to undertake such reasonable monitoring of any discharge(s) to the stormwater system and to furnish periodic detailed reports of discharges and/or illicit discharges.

(Ord. No. 3542, 2-16-2016)

Sec. 18-508. - Enforcement.

- (1) *Enforcement authority.* The city shall have the authority to issue notices of violation and citations, and to impose the civil penalties provided in this chapter. The city may take any of the following authorized actions and measures in any order as needed to effectuate the purpose of this ordinance:
 - (a) *Verbal warnings* —At a minimum, verbal warnings must specify the nature of the violation and required corrective action.
 - (b) *Written notices* —Written notices must stipulate the nature of the violation and the required corrective action, with deadlines for taking such action.
 - (c) *Citations with administrative penalties* —The city shall have the authority to assess monetary penalties, which may include civil and administrative penalties.
 - (d) *Stop work orders* —Stop work orders that require construction activities to be halted, except for those activities directed at cleaning up, abating discharge, and installing appropriate control measures.
 - (e) *Withholding of plan approvals, certificates of occupancy, development permits or other authorizations* —Where a facility is in noncompliance, the city's own approval process affecting the facility's ability to discharge to the MS4 can be used to abate the violation.
 - (f) *Additional measures* —The city may also use other escalated measures provided under local legal authorities. The city may perform work necessary to improve erosion control measures and collect the funds from the responsible party in an appropriate manner, such as directly billing the responsible party to pay for work and materials.
- (2) *Notification of violation:*
 - (a) *Verbal warning.* Verbal warning may be given at the discretion of the city administrator or designee when it appears the condition can be corrected by the violator within a reasonable time, which time shall be approved by the city administrator or designee.
 - (b) *Written notice.* Whenever the city finds that any permittee or any other person discharging stormwater has violated or is violating this ordinance or a permit or order issued hereunder, the city may serve upon such person written notice of the violation. Within ten days of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to the city. Submission of this plan in no way relieves the discharger of liability for any violations occurring before or after receipt of the notice of violation.
 - (c) *Consent orders.* The city is empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the noncompliance. Such orders will include specific action to be taken by the person to correct the noncompliance within a time period also specified by the order. Consent orders shall have the same force and effect as administrative orders issued pursuant to paragraphs (d) and (e) below.
 - (d) *Show cause hearing.* The city may order any person who violates this ordinance or permit or order issued hereunder, to show cause why a proposed enforcement action should not be taken. Notice shall be served on the person specifying the time and place for the meeting, the proposed enforcement action and the reasons for such action, and a request that the violator show cause why this proposed enforcement action should not be taken. The notice of the

meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten days prior to the hearing.

- (e) *Compliance order.* When the city finds that any person has violated or continues to violate this ordinance or a permit or order issued thereunder, the city may issue an order to the violator directing that, following a specific time period, adequate structures or devices be installed and/or procedures implemented and properly operated. Orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the construction of appropriate structures, installation of devices, self-monitoring, and management practices.
- (f) *Cease and desist and stop work orders.* When the city finds that any person has violated or continues to violate this ordinance or any permit or order issued hereunder, the city may issue a stop work order or an order to cease and desist all such violations and direct those persons in noncompliance to:
 - 1. Comply forthwith; or
 - 2. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation; including halting operations, except for terminating the discharge and installing appropriate control measures.
- (g) *Suspension, revocation or modification of permit.* The city may suspend, revoke or modify the permit authorizing land disturbance, land development or any other project of the applicant or other responsible person within the stormwater program service area. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated upon such conditions as the city may deem necessary to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.

(Ord. No. 3542, 2-16-2016)

Sec. 18-509. - Penalties.

- (1) *Violations.* Any person who shall commit any act declared unlawful under this ordinance, who violates any provision of this ordinance, who violates the provisions of any permit issued pursuant to this ordinance, or who fails or refuses to comply with any lawful communication or notice to abate or take corrective action by the city, shall be guilty of a civil offense.
- (2) *Misdemeanor and penalties.*
 - (a) *Misdemeanor-unlawful acts.* It shall be unlawful for any person to violate any provision of this ordinance. Any person found to be in violation of the provisions of this ordinance shall be punished by a fine of not less than \$25.00 nor more than \$50.00 for each offense. Each day of failure or refusal to comply with any lawful notice to abate violation of this ordinance shall be deemed a separate offense and punishable accordingly.
 - (b) Under the authority provided in Tennessee Code Annotated § 68-221-1106, the city declares that any person violating the provisions of this ordinance may be assessed a civil penalty by the program of not less than \$50.00 and not more than \$5,000.00 per day for each day of violation. Each day of violation shall constitute a separate violation.
- (3) *Measuring civil penalties.* In assessing a civil penalty, the City may consider:
 - (a) The harm done to the public health or the environment;
 - (b) Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity;
 - (c) The economic benefit gained by the violator;
 - (d) The amount of effort put forth by the violator to remedy this violation;
 - (e) Any unusual or extraordinary enforcement costs incurred by the program;

- (f) The amount of penalty established by ordinance for specific categories of violations; and
 - (g) Any equities of the situation which outweigh the benefit of imposing any penalty or damage assessment.
- (4) *Recovery of damages and costs.* In addition to the civil penalty in subsection (2) above, the city may recover:
- (a) All damages proximately caused by the violator to the city, which may include any reasonable expenses incurred in investigating violations of, and enforcing compliance with, this chapter, or any other actual damages caused by the violation.
 - (b) Two times the costs of the city's maintenance of stormwater facilities when the user of such facilities fails to maintain them as required by this chapter.
- (5) *Referral to TDEC.* Where the city has used enforcement to achieve compliance with this chapter, the city may refer the violation to TDEC.
- (6) *Other remedies.* The city may bring legal action to enjoin the continuing violation of this ordinance, and the existence of any other remedy, at law or equity, shall be no defense to any such actions.
- (7) *Remedies cumulative.* The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal, that one or more of the remedies set forth herein has been sought or granted.

([Ord. No. 3542, 2-16-2016](#))

Sec. 18-510. - Appeals to enforcement, violations and penalties.

- (1) Enforcement actions of the city administrator or designee, except for possible criminal violations which the staff has reported to the appropriate enforcement agency, shall be subject to an appeals process under the initial jurisdiction of the stormwater violations appeals board. Appealable staff actions specifically include enforcement actions and the assessment of penalties. Written appeals of staff actions must be filed with the city administrator or designee within 30 days of the actions issuance (TCA § 68-221-1106). Following receipt of a written "notice of appeal" from an appellant, the appeals process shall function as follows:
- (a) *Administrative review.* An administrative review of all appeals and/or requests for review shall initially be conducted by the city administrator or designee. The city administrator or designee shall review the record of the situation and, if the city administrator or designee is not satisfied that both of the following conditions have been met, the city administrator or designee shall notify the appellant of the finding and grant the relief or a portion of the relief, as determined by the city administrator or designee, sought by the appellant:
 - 1. The matter under dispute has been handled correctly by the staff under the applicable rules and procedures of the stormwater program.
 - 2. The matter under dispute has been handled fairly by the staff and the appellant has not, in any way, been treated differently than other dischargers with similar circumstances.
 - (b) If the city administrator or designee determines that both items 1. and 2. immediately above have been satisfied, the city administrator or designee shall notify the appellant in writing that no relief can be granted at the staff level and that the appellant is free to pursue the appeal with the stormwater violations appeals board. Such notification shall include instructions as to the proper procedure for bringing the matter before the board. Notification shall be made by hand-delivery; verifiable facsimile transmission; e-mail with a verified return request receipt or certified mail, return receipt requested. The city administrator or designee shall complete the review and issue a decision within 20 calendar days of the receipt of the appeal.

([Ord. No. 3542, 2-16-2016](#))

Sec. 18-511. - Stormwater violations appeals board.

- (1) *Established.* There is hereby established a board of three members to be known as the "stormwater violations appeals board."
- (2) *Composition; terms; filling vacancies.*
 - (a) The three members of the board shall initially be appointed by the city council for staggered terms of one to three years, subject to the approval of the city council with terms after the initial appointments being for three years. Members shall not serve more than two consecutive three year terms. Members of the stormwater violations appeals board shall hold no other public office in the city or be employed by the city. The city council shall appoint one member to represent each of the following:
 1. A representative of a professional consulting field such as an engineer, architect, landscape architect, scientist or educator with technical knowledge of practices regulated by this chapter;
 2. A representative of an industrial or commercial establishment that is regulated by this chapter;
 3. A representative of the building or contracting industry that is regulated by this chapter;
 - (b) *Officers.* Officers of the stormwater violations appeals board shall consist of a chairman, vice-chairman, and a secretary. The board shall elect a chairman, vice-chairman and secretary from its own membership who shall serve annual terms. The position of the chairman and vice-chairman of the board shall rotate among the members. After the selection of a new chairman, the former chairman shall serve as vice-chairman for the next succeeding year. Should a member of the board decline to seek nomination as chairman, the rotation would proceed to the next board member.
 - (c) Nomination of officers shall be made from the floor. Election of officers shall follow immediately. A candidate receiving a majority vote of the entire membership of the board shall be declared elected. The officer shall take office immediately and serve for one year until his successor takes office.
 - (d) If any member of the board misses two meetings in succession without an adequate justification, they shall be notified by the chairman they are being placed on probation. They must attend the next two meetings to be released from probation. If they shall fail to satisfactorily complete a probation or if they are placed on probation for a second time during a term of office, the chairman of the stormwater violations appeals board shall request the city council to dismiss the board member and to appoint a new member approved by the city council. If the chairman of the stormwater violations appeals board shall be absent from two meetings in succession without an adequate justification, the vice-chairman shall request the city council to dismiss the chairman of the stormwater violations appeals board and select a new chairman to perform the duties.
- (3) *General duties of the board.* Appeals rejected by the city administrator or designee may be brought before the stormwater violation appeals board if filed in writing with the stormwater program within 30 calendar days of the city administrator's or designee's prior decision (TCA § 68-221-1106). Within 30 calendar days of receipt of a notification of an appeal, the board shall determine if the appeal is to be heard by the board. Once the appropriate forum for the appeal is decided, a reasonable date and time for hearing of the appeal shall be set. The board will give public notice thereof as well as due notice to the parties in interest and decide the same within a reasonable time. Such date and time shall be within 15 calendar days following the date of the stormwater violation appeals board initial considerations regarding the appeal.

In addition to any other duty or responsibility otherwise conferred upon the board by this chapter, the board shall have the duty and power as follows:

- (a) To hold hearings upon appeals from enforcement orders or enforcement actions of the city administrator or designee as may be provided under any provision of this chapter;

- (b) To hold hearings relating to the suspension, revocation, or modification of a land disturbance permit or stormwater discharge permit and issue appropriate orders relating thereto;
 - (c) To hold hearings relating to an appeal from a user concerning the accuracy of any penalties imposed upon the user by this chapter due to violation or other enforcement action;
 - (d) To hold such other hearings as may be required in the administration of this chapter; and
 - (e) To make such determinations and issue such orders as may be necessary to effectuate the purposes of this chapter.
- (4) *Meetings; quorum.*
- (a) The board shall hold meetings as it finds necessary to effectuate the purposes of this section.
 - (b) The order of business at all meetings of the stormwater violations appeals board shall follow Robert's Rules of Order, more specifically, the provisions that pertain to conducting informal meetings for small boards.
 - (c) Two members of the board shall constitute a quorum, but a lesser number may adjourn a meeting from day to day. Any substantive action of the board shall require two votes, but a majority of the quorum may decide any procedural matter.
 - (d) All meetings of the stormwater violations appeals board shall be open to the public.
 - (e) The stormwater violations appeals board may adjourn a hearing or meeting if all applications or appeals cannot be disposed of on the day set, and no further public notice shall be necessary for a continuation of such meeting.
 - (f) Any member of the board shall be disqualified to act upon a matter before the stormwater violation appeals board with respect to property in which the member has an interest.
 - (g) The board shall keep public records of its proceedings.
 - (h) The chairman and secretary shall sign all approved minutes and at the end of the year shall certify that the minutes of the preceding year are a true and correct copy.
- (5) *Order of business.* The order of business for a meeting of the stormwater violation appeals board shall be:
- (a) Call to order.
 - (b) Determination of quorum.
 - (c) Approval of minutes at previous meeting.
 - (d) Hearing of cases on the agenda in order of agenda.
 - 1. Consideration of cases.
 - 2. Motions shall be stated by the chairman or his designee before a vote is taken. The names of persons making and seconding motions shall be recorded.
 - 3. Continued until all cases are heard or until a determination made that all cases cannot be disposed of on the set date.
 - (e) Other business.
 - (f) Adjournment.
- (6) *Hearing procedure; judicial review.*
- (a) *When to be held.* The stormwater violation appeals board shall schedule an adjudicatory hearing to resolve disputed questions of fact and law whenever provided by any provision of this chapter at the call of the chairman. Such date and time shall be within 15 calendar days following the date of the stormwater violation appeals board initial considerations regarding the appeal.
 - (b) All meetings of the stormwater violations appeals board shall be open to the public.

- (c) *Record of hearing.* At any such hearing, all testimony presented shall be under oath or upon solemn affirmation in lieu of oath. The board shall make a record of such hearing, but the same need not be a verbatim record. Any party coming before the board shall have the right to have such hearing recorded steno graphically, but in such event the record need not be transcribed unless any party seeks judicial review of the order or action of the board by common law writ of certiorari, and in such event the parties seeking such judicial review shall pay for the transcription and provide the board with the original of the transcript so that it may be certified to the court.
- (d) *Subpoenas.* The chairman may issue subpoenas requiring attendance and testimony of witnesses or the production of evidence, or both. A request for issuance of a subpoena shall be made by lodging with the chairman at least ten days prior to the scheduled hearing date a written request for a subpoena setting forth the name and address of the party to be subpoenaed and identifying any evidence to be produced. Upon endorsement of a subpoena by the chairman, the same shall be delivered to the chief of police for service by any police officer of the city, if the witness resides within the city. If the witness does not reside in the city, the chairman shall issue a written request that the witness attend the hearing.
- (e) *Depositions.* Upon agreement of all parties, the testimony of any person may be taken by deposition or written interrogatories. Unless otherwise agreed, the deposition shall be taken in a manner consistent with Rules 26 through 33 of the Tennessee Rules of Civil Procedure, with the chairman to rule on such matters as would require a ruling by the court under such rules.
- (f) *Hearing procedure.* The party at such hearing bearing the affirmative burden of proof shall first call his witnesses, to be followed by witnesses called by other parties, to be followed by any witnesses which the board may desire to call. Rebuttal witnesses shall be called in the same order. The chairman shall rule on any evidentiary questions arising during such hearing and shall make such other rulings as may be necessary or advisable to facilitate an orderly hearing subject to approval of the board. The board, the city administrator or designee, or his representative, and all parties shall have the right to examine any witness. The board shall not be bound by or limited to rules of evidence applicable to legal proceedings.
- (g) *Appeal to board of city administrator's or designee's order.* Any person aggrieved by any order or determination of the city administrator or designee may appeal said order or determination to the board and have such order or determination reviewed by the board under the provisions of this section. A written notice of appeal shall be filed with the city administrator or designee and with the chairman, and such notice shall set forth with particularity the action or inaction the city administrator or designee complained of and the relief sought by the person filing said appeal. A special meeting of the board may be called by the chairman upon the filing of such appeal, and the board may in its discretion suspend the operation of the order or determination of the city administrator or designee appeals from until such time as the board has acted upon the appeal.
- (h) *Absence of chairman.* The vice-chairman or the chairman pro tem shall possess all the authority delegated to the chairman by this section when acting in his absence or in his stead.
- (7) *Review of board's decision.* Any person aggrieved by any final order of determination of the board hereunder shall have judicial review by common law writ of certiorari.

(Ord. No. 3542, 2-16-2016)

Sec. 18-512. - Stormwater service utility fees.

- (1) *Purpose.* The purpose of this section is to establish a stormwater utility and associated stormwater utility service charge within the City of Morristown pursuant to the authority granted by Tennessee Code Annotated, § 68-221-11 and for the purpose of providing dedicated funds for stormwater management operations and facilities within the City of Morristown.
- (2) *Objectives.* The objectives of this section include but are not limited to the following:
 - (a) To establish an equitable approach to fund the City of Morristown's stormwater management services and facilities;

- (b) To establish impervious area, which is the most important factor influencing stormwater service requirements and costs posed by properties located throughout the City of Morristown, as the parameter utilized for calculating stormwater service charges;
 - (c) To adopt a schedule of service charges upon properties that is related to the burden of stormwater quantity and quality control service requirements and costs posed by properties throughout the City of Morristown.
 - (d) To establish the rules and process for appeals of stormwater service charges.
- (3) *Effective date.* Stormwater service charges are effective and were employed as of March 18, 2008.
- (4) *Exemptions.* Except as provided in this section, no public or private property shall be exempt from stormwater utility service charges or receive a credit or offset against such service charges. No exemption, credit, offset, or other reduction in stormwater service charges shall be granted based on the age, tax, or economic status, race, or religion of the customer, or other condition unrelated to the stormwater utility's cost of providing stormwater management services and facilities.
- (5) *Exemptions allowed.* The following exemptions from stormwater service charges shall be allowed:
- (a) Undeveloped land as defined in this chapter;
 - (b) Railroad tracks; however, railroad stations, maintenance buildings, or other developed land used for railroad purposes shall not be exempt from stormwater service charges;
 - (c) Improved public road rights-of-way that have been conveyed to and accepted for maintenance by the City of Morristown or the State of Tennessee Department of Transportation and are available for use in common for vehicular transportation by the general public;
 - (d) Properties that do not discharge stormwater runoff at any time into or through the stormwater management system, as defined in this chapter.
- (6) *Unit of measure.* The ERU shall be used as the basis for determining stormwater service charges to single family residential detached dwelling unit properties or classes of single family residential detached dwelling unit properties and all other developed land. Stormwater service charges for multiple dwelling unit properties shall be calculated in the same way as other developed lands.
- (7) *Monthly billing and collection.* The Witt Utility District, Russellville-Whitesburg Utility District and Alpha-Talbott Utility District, which are henceforth referred to as "other authorized agencies," and the Morristown Utilities Commission shall bill and collect stormwater service charges for the city from all customers who own or rent properties that are subject to the stormwater utility service charges imposed by this chapter. The Morristown Utilities Commission and other authorized agencies shall include such stormwater utility service charges as a designated item on its utility service bills each month, following the same procedure it uses in billing and collecting utility charges.
- (8) *Discontinuance of water service for failure to pay stormwater service charges.* The Morristown Utilities Commission and other authorized agencies may discontinue water service to any customer for failure to pay the stormwater utility service charge, and shall not connect or re-establish water service for a customer who owes a delinquent stormwater utility service charge until such stormwater utility service charge has been paid.
- (9) *Adjustments in charges.* The city administrator or designee shall make adjustments in the stormwater utility service charge for over or under calculation of impervious surfaces.
- (10) *City to keep stormwater utility service charges in separate accounts.* The city administrator or designee shall keep the funds received from stormwater utility service charges in a separate enterprise account entitled "stormwater fund."
- (11) *Appeals.* Any stormwater utility service customer who believes the provisions of this chapter have been applied in error may appeal the application or amount of the stormwater utility service charge in the following manner:
- (a) An appeal must be filed in writing with the city administrator or designee.

- (b) Using the information provided by the appellant, the city administrator or designee or his/her designee shall conduct a technical review of the conditions on the property and respond to the appeal in writing within 30 days.
 - (c) The city administrator or designee upon review of information provided by the appellant may require the appeal to include a survey or site plan prepared by a surveyor or engineer containing information on the total property area, the impervious surface area (in square feet), and any other features or conditions which influence the hydrologic response of the property to rainfall events.
 - (d) In response to an appeal, the city administrator or designee may adjust the stormwater service charge applicable to a property in conformance with the general purpose and intent of this chapter and shall inform the appellant of such adjustment in writing.
- (12) A decision of the city administrator or designee which is adverse to an appellant may be further appealed to the city within 30 days from the date of the adverse decision. Notice of the appeal shall be delivered to the city administrator by the appellant, stating the grounds for the further appeal. The city administrator shall issue a decision on the appeal within 30 days. All decisions of the city administrator shall be final and shall be served on the customer personally or by registered or certified mail. Service shall be based upon the service charge billing address of the customer.
- (13) The appeal process contained in this subsection shall not prevent an appellant from seeking relief in the approved manner and form from a court of competent jurisdiction.

(Ord. No. 3542, 2-16-2016)

Sec. 18-513. - Program fees.

- (1) *Special program fees.* The city shall be allowed to charge special program fees to individuals and organizations for specific activities which require input from the program staff. Because of the service-related nature of the special program fees, they shall be applicable to all stormwater customers located within the program service area, including customers who may be exempt from the stormwater utility fee. Special program fees shall comply with the following provisions:
- (a) *Types:* Special program fees may be charged for the following types of services:
 1. *Development plans review:* Any person or organization with planned construction that will disturb 2,400 square feet or more shall submit development plans to the program staff which describe in detail the planned construction's conformance with city requirements for stormwater pollution control at the site of the development. "Disturb" as used in this section shall identify any activity which covers, removes, or otherwise reduces the area of existing vegetation at a site, even on a temporary basis.
 2. *Erosion control plans review:* Any person or organization with planned construction that will disturb 2,400 square feet or more shall submit erosion control plans to the program staff which describe in detail the planned construction's conformance with city requirements for erosion control at construction sites. It is understood that the erosion control plans review fee shall include on-site inspections by qualified member(s) of the program staff of the installed erosion control measures as defined by the approved erosion control plans.
 3. *Erosion control non-compliance re-inspection:* Should any on-site inspection of installed erosion control measures reveal that the measures have been improperly installed, prematurely removed, damaged, or have otherwise failed and that such deficiency does not pose an imminent threat to the public safety or welfare or the downstream water environment, the city shall inform the responsible party of the deficiency, the responsible party's obligation to bring the installation into compliance with the approved plan, and the assessment of a re-inspection fee. The re-inspection fee shall reimburse the city for the costs associated with an inspector's returning to a specific site out of the normal inspection sequence.
 4. *Stormwater plans review:* Any person or organization with planned construction shall submit stormwater management plans and or as-built plans to the program staff which describe in

detail the planned construction's conformance with city requirements for post construction stormwater management design, operation and maintenance. It is understood that the stormwater plans review fee shall include on-site inspections by qualified member(s) of the program staff of the installed post construction stormwater management system, facility or BMP.

5. *Other:* The city administrator or designee may from time to time identify other specific activities which warrant a special program fee. No such fee shall be enacted unless it is endorsed by and approved by the Morristown City Council.

(Ord. No. 3542, 2-16-2016)

Sec. 18-514. - Existing locations and developments.

- (1) *Requirements for all existing locations and developments.* Requirements applying to all locations and developments at which land disturbing activities occurred prior to the enactment of this chapter must meet the requirements in place at the time the developer's concept plan was received by the City of Morristown.
- (2) *Inspection of existing systems and facilities.* The city may, to the extent authorized by state and federal law, establish inspection programs to verify that all permanent stormwater systems, devices or facilities, including those built both before and after the adoption of this chapter, are functioning within design limits as established within the stormwater program standard operating procedures. These inspection programs may include, but are not limited to, routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as sources of increased sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with increased discharges of contaminants or pollutants or with discharges of a type more likely than the typical discharge to cause violations of the municipality's NPDES stormwater permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include but are not limited to reviewing maintenance and repair records; sampling discharges, surface water, ground water, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other BMPs.
- (3) *Failure to meet maintenance design or maintenance standards.* Any discharge that flows from a stormwater facility or system that is not inspected and maintained in accordance with this chapter shall be an illicit discharge. Upon the failure of the party responsible for maintenance to meet or maintain design or maintenance standards, the city shall notify in writing the party responsible for the stormwater facility or system. Upon receipt of such notice, the responsible person shall cause the failure to be corrected within the time set out by the city in the written notice. In the event correction is not successfully made within that time, among its other sanctions the city may cause the corrections to be made. In such event the person responsible for the stormwater facility shall reimburse City of Morristown for the two times the expense, which expense shall be a lien against the subject real property until paid in full.
- (4) *Requirements for existing problem locations.*
 - (a) The city shall provide written notification to the owners of existing locations and developments of specific drainage, erosion, or sediment problems originating from such locations and developments and the specific actions required to correct those problems.
 - (b) The notice shall also specify a reasonable time for compliance.
 - (c) Should the property owner fail to act within the time established for compliance, the city may act directly to implement the required corrective actions.
 - (d) The cost of any action to the city incurred under this section shall be charged to the responsible party. In addition, the responsible party shall be responsible for the proper maintenance and operation of any device, facility or facilities installed as a part of the corrective action. Failure of the responsible party to properly install, operate, and/or maintain the device, facility or facilities installed as part of the corrective action may subject the responsible party to a civil penalty from the city as described in this ordinance.

(5) *Corrections of problems subject to appeal.* Corrective measures imposed by the city under this section are subject to appeal process as provided under sections 18-510 and 18-511 of this chapter.

(Ord. No. 3542, 2-16-2016)”

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

PASSED ON FIRST READING THIS _____ DAY OF _____, 2017.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS _____ DAY OF _____, 2017.

MAYOR

ATTEST:

CITY ADMINISTRATOR



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 6/30/2017	End Date 6/29/2020	Agency Tracking # 40100-22617	Edison ID 49231		
Grantee Legal Entity Name City of Morristown			Edison Vendor ID 4108		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 20.106 Grantee's fiscal year end: June			
Service Caption (one line only) Storm Drainage, Sinkhole Repair, Ditch Grading, Erosion Control Repair					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2017	\$34,000.00	\$612,000.00		\$34,000.00	\$680,000.00
TOTAL:	\$34,000.00	\$612,000.00		\$34,000.00	\$680,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection			For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.		
<input type="checkbox"/> Non-competitive Selection			Describe the reasons for a non-competitive grantee selection process.		
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional) TX00244730		Account Code (optional) 71302			

VENDOR ADDRESS: 1 LOCATION CODE: MAIN

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

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

Grantee Edison Vendor ID #4108

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The purpose of this grant shall be to sponsor a project for the further development of a public airport under Tennessee Code Annotated 42-2-203 and the Airport and Airway Improvement Act of 1982, Title 49 of the United States Code. Pursuant to these provisions, the State shall be designated as the party to apply for, receive, and disburse all funds to be used in payment of the costs of said project or as reimbursement for costs incurred. The Grantee shall be a recipient of funds from the State Transportation Equity Fund and/or Federal Airport Improvement Program, and shall undertake an airport improvement project.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal **Attachment One** incorporated to elaborate supplementary scope of services specifications.
- A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment Two**, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on **June 30, 2017** ("Effective Date"), and extend for a period of thirty-six (**36**) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **six hundred eighty thousand dollars and no cents (\$680,000.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Three** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation-Aeronautics Division thru BlackCat
<https://secure.blackcatgrants.com>

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Transportation-Aeronautics Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee

costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's

Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal

contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Jessica Crabtree, Transportation Program Monitor 2
TN Department of Transportation-Aeronautics Division
607 Hangar Lane, Bldg. 4219
Nashville, TN 37217
Telephone: 615-741-3208
Email: jessica.crabtree@tn.gov

The Grantee:

Gary Chesney, Mayor
Moore-Murrell Field
PO Box 1499
Morristown, TN 37816-1499
Telephone: 423-581-0100

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the

termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of

Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by

the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. **Audit Report.** The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete **Attachment Four**.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

- D.21. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. **State Liability.** The State shall have no liability except as specifically provided in this Grant Contract.

- D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event

continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved**
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

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

E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

E.4. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.

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

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

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

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

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

- E.5. Grantee Match. Upon execution of this grant contract, the Grantee will be required to deposit its share of the estimated total project cost to the State.

Additional deposits will be required if actual costs exceed the estimated costs. Any excess in the amount deposited above actual costs will be refunded.

If the cost of this project increases by more than fifteen percent (15%) of the estimated grant contract amount during the progress of the work, the parties agree to enter into a supplemental agreement setting out the respective financial obligations of the State, Grantee, and the Federal Airport Improvement Program.

- E.6. Airport Assurances from Sale or Disposal of Land, Properties, Structures or Materials Related to Airport. The airport owner shall not sell or otherwise dispose of the property identified herein without the express prior written consent of the State, which consent will not be unreasonably withheld. In the event that the State grants permission to sell or otherwise dispose of all or a portion of the forgoing property in perpetuity, the airport owner shall be liable to pay the State a portion of the proceeds at fair market value as determined herein, resulting from the agreed upon sale price or fair market value. The funds collected from the sale of the property or fair market value will be divided in the same proportion as defined in this Grant Contract with said State funds reinvested into airport property in accordance with State funding policies and procedures.

Nothing herein shall prohibit the parties hereto from agreeing to the reinvestment of said proportion of the proceeds or fair market value for rehabilitation or improvements in any remaining airport properties or structures or at a new airport site.

All properties purchased with assistance of this Grant must include in the property deed a clause that states that **"This property was purchased with the assistance of State and/or Federal funds, and may not be sold or otherwise disposed of without all agencies express written consent."**

- E.7. Airport Operations. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.
- E.8. Compliance with FAA Regulations. For all grants involving federal funds, the Grantee agrees to accomplish the project in compliance with the terms and conditions contained in the U. S. Department of Transportation Federal Aviation Administration *Terms and Conditions of Accepting Airport Improvement Program Grants* hereby incorporated into this document by reference. Said document is on file in the Tennessee Department of Transportation, Aeronautics Division Office. These assurances can also be located on the FAA Website at www.faa.gov/airports/aip/grant_assurances
- E.9. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.10. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

32-0160-17

GRANTEE SIGNATURE

DATE

GARY CHESNEY, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

GRANTEE LEGAL COUNSEL'S SIGNATURE

DATE

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER

DATE

JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE

City of Morristown

Incorporated 1855



February 10, 2017

Mr. William B. Orellana, Director
Tennessee Department of Transportation
Aeronautics Division
P. O. Box 17326
Nashville, Tennessee 37217

Dear Mr. Orellana:

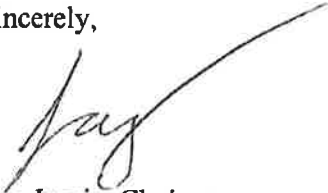
The City of Morristown hereby requests financial assistance from the Tennessee Department of Transportation in the amount of \$680,000.00 for an Airport Drainage Improvement Project at Morristown Regional Airport. Morristown previously received funding for surveying, geotechnical, and engineering expenses to determine the extent of repair, maintenance, and improvements needed to correct sink hole and storm water concerns. This is a safety and maintenance project to repair and maintain drainage facilities, repair and prevent standing water, repair and prevent sinkhole activity, repair areas of eroding soil, prevent future damage to existing pavements based upon the data Michael Baker International has collected.

Many of these issues are located along the taxiway, runway, and within the RSA. Nearly all of the issues are located within the fence or aviation side of the airport. Since receiving the initial funding, two additional sinkholes have developed, one in the RSA and one just outside the RSA. For safety reasons the sink hole in the RSA has been filled with suitable material and leveled until a repair can be made. Staff is monitoring the area.

Attached is our engineer, Michael Baker International's estimate of work based upon the survey, geotechnical data, as well as engineering investigation of Morristown Regional Airport. Also attached is a completed application for Federal and/or State financial assistance for the improvements. Pictures and MBI's report are also attached as further explanation of the work.

We have available the necessary funds for the local share of the proposed improvements. I am authorized to provide additional information or assurances associated with this request. Please let me know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Doe Jarvis', with a long, sweeping horizontal line extending to the right.

Doe Jarvis, Chairman
Morristown Municipal Airport Commission

REQUEST FOR STATE FUNDING
FOR AIRPORT IMPROVEMENT

Airport: Moore-Murrell Field
Project Title: Storm Drainage, Sinkhole Repair, Ditch Grading, Erosion Control Repair
Project Description: Storm Drainage, Sinkhole Repair, Ditch Grading, Erosion Control Repair

UPIN: BCG0002419
Submitted By: Buddy Fielder
Date Submitted: 2/15/2017 4:16:22PM
Project Manager: Chuck Hoskins

Applicant: City of Morristown
Phone: 423-586-2483

Project in CIP?: Not Proposed Date Entered in CIP:

Explanation of Need: This is a safety and maintenance project to repair and maintain drainage facilities, repair and prevent standing water, repair and prevent sinkhole activity, repair areas of eroding soil, prevent future damage to existing pavements based upon the data Michael Baker International has collected.

Estimated Cost:

Fiscal Year:	2,017	
Federal:	\$612,000	90%
State:	\$34,000	05%
Local:	\$34,000	05%
Other:		
Total:	\$680,000	100%

Matching Funds Available?: \$ 34,000.00

Airport Sponsor Comments:

TAD Comments:

TDOT USE ONLY	
Staff Recommended:	32-0160-17
Approved:	
Rejected:	
Moved:	
PSR Signature: <u>Jec Mous</u>	Date: <u>04/24/2017</u>
TAC Signature: <u>Samy D. Mullins</u>	Date: <u>5/18/17</u>

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
SUITE 700, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0349
(615) 741-2848

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

Tuesday, May 23, 2017

Gary Chesney, Mayor
Moore-Murrell Field
PO Box 1499
Morristown, TN 37816-1499

Dear Mayor Chesney:

I am pleased to inform you that your recent project funding request for Moore-Murrell Field has been approved by the Tennessee Department of Transportation, Aeronautics Division.

A grant totaling \$680,000.00 has been approved for Storm Drainage, Sinkhole Repair, Ditch Grading, Erosion Control Repair, as itemized in your request. Of the project total, 5% will be the responsibility of Moore-Murrell Field.

With this approval, the Aeronautics Division has prepared the enclosed contract. Please obtain required signatures and return it to our office within fifteen (15) days from the date the contract is transmitted from this office. If the signed contract is not received within that timeframe, the contract is subject to cancellation.

We are pleased to provide funding for this airport improvement project. Our aviation facilities are critical to the economic development of communities across the state. We look forward to continuing our joint efforts to ensure their successful operations.

Sincerely,


William B. Orellana
Aeronautics Director

WBO:jc

TAC: 5/18/2017

cc: Kat Morilak

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Moore-Murrell Field
Subrecipient's DUNS number	079026779
Federal Award Identification Number (FAIN)	3-47-SBGP-45
Federal award date	October 2013
CFDA number and name	20.106 Airport Improvement Program
Grant contract's begin date	6/30/2017
Grant contract's end date	6/29/2020
Amount of federal funds obligated by this grant contract	\$612,000.00
Total amount of federal funds obligated to the subrecipient (Federal dollars deposited in Sponsor's account in current FY (7/16-6/17) from ALL agencies)	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$13,155,009.00
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	TN Department of Transportation Aeronautics Division-Grants Manager 607 Hangar Lane, Bldg. 4219 Nashville, TN 37217 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

ATTACHMENT THREE

PAGE ONE

GRANT BUDGET				
City of Morristown: Storm Drainage, Sinkhole Repair, Ditch Grading, Erosion Control Repair				AERO-17-252-00
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 6/30/2017		END: 6/29/2020		
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	\$646,000.00	\$34,000.00	\$680,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$646,000.00	\$34,000.00	\$680,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*, (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT THREE**PAGE TWO****GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
City of Morristown: Storm Drainage, Sinkhole Repair, Ditch Grading, Erosion Control Repair	\$680,000.00
TOTAL	\$680,000.00

Matched TAD Project #32555016017

Project Breakdown:	\$612,000.00	90% Federal APP45
	\$34,000.00	5% State
	\$34,000.00	5% Local
Grant Total:	\$680,000.00	100%

ATTACHMENT THREE

Page 1

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 4108

Is Grantee Legal Entity Name a parent? Yes ☒ No ☐

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

Is Grantee Legal Entity Name a child? Yes ☐ No ☒

If yes, complete the fields below.

Parent entity's name: City of Morristown

Parent entity's tax identification number: 62-600369

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

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

Parent entity's contact information

Name of primary contact person: Joey Barnard

Address: P.O. Box 1499 Morristown TN 37816 (100 W 1st St)

Phone number: (423) 585-4614

Email address: jbarnard@mymorristown.com

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



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 6/30/2017	End Date 6/29/2020	Agency Tracking # 40100-22617	Edison ID 49231			
Grantee Legal Entity Name City of Morristown			Edison Vendor ID 4108			
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # 20.106 Grantee's fiscal year end: June				
Service Caption (one line only) Runway Rehabilitation (Pavement and Crack Seal)						
Funding —	FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
	2017	\$2,139.00	\$38,500.00		\$2,139.00	\$42,778.00
	2017	\$19,361.00	\$348,500.00		\$19,361.00	\$387,222.00
TOTAL:		\$21,500.00	\$387,000.00		\$21,500.00	\$430,000.00
Grantee Selection Process Summary <input checked="" type="checkbox"/> Competitive Selection <div style="float: right; width: 60%;"> For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval. </div> <input type="checkbox"/> Non-competitive Selection <div style="float: right; width: 60%;"> Describe the reasons for a non-competitive grantee selection process. </div>						
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG		
Speed Chart (optional) TX00244734						
Account Code (optional) 71302						

VENDOR ADDRESS: 1 LOCATION CODE: MAIN

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

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

Grantee Edison Vendor ID #4108

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The purpose of this grant shall be to sponsor a project for the further development of a public airport under Tennessee Code Annotated 42-2-203 and the Airport and Airway Improvement Act of 1982, Title 49 of the United States Code. Pursuant to these provisions, the State shall be designated as the party to apply for, receive, and disburse all funds to be used in payment of the costs of said project or as reimbursement for costs incurred. The Grantee shall be a recipient of funds from the State Transportation Equity Fund and/or Federal Airport Improvement Program, and shall undertake an airport improvement project.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal **Attachment One** incorporated to elaborate supplementary scope of services specifications.
- A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment Two** is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on **June 30, 2017** ("Effective Date"), and extend for a period of thirty-six (**36**) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **four hundred thirty thousand dollars and no cents (\$430,000.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Three** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation-Aeronautics Division thru BlackCat
<https://secure.blackcatgrants.com>

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Transportation-Aeronautics Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee

costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's

Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal

contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Jessica Crabtree, Transportation Program Monitor 2
TN Department of Transportation-Aeronautics Division
607 Hangar Lane, Bldg. 4219
Nashville, TN 37217
Telephone: 615-741-3208
Email: jessica.crabtree@tn.gov

The Grantee:

Gary Chesney, Mayor
Moore-Murrell Field
PO Box 1499
Morristown, TN 37816-1499
Telephone: 423-581-0100

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the

termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of

Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by

the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. **Audit Report.** The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete **Attachment Four**.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

- D.21. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. **State Liability.** The State shall have no liability except as specifically provided in this Grant Contract.

- D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event

continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved**
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- E.4. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

- E.5. Grantee Match. Upon execution of this grant contract, the Grantee will be required to deposit its share of the estimated total project cost to the State.

Additional deposits will be required if actual costs exceed the estimated costs. Any excess in the amount deposited above actual costs will be refunded.

If the cost of this project increases by more than fifteen percent (15%) of the estimated grant contract amount during the progress of the work, the parties agree to enter into a supplemental agreement setting out the respective financial obligations of the State, Grantee, and the Federal Airport Improvement Program.

- E.6. Airport Assurances from Sale or Disposal of Land, Properties, Structures or Materials Related to Airport. The airport owner shall not sell or otherwise dispose of the property identified herein without the express prior written consent of the State, which consent will not be unreasonably withheld. In the event that the State grants permission to sell or otherwise dispose of all or a portion of the forgoing property in perpetuity, the airport owner shall be liable to pay the State a portion of the proceeds at fair market value as determined herein, resulting from the agreed upon sale price or fair market value. The funds collected from the sale of the property or fair market value will be divided in the same proportion as defined in this Grant Contract with said State funds reinvested into airport property in accordance with State funding policies and procedures.

Nothing herein shall prohibit the parties hereto from agreeing to the reinvestment of said proportion of the proceeds or fair market value for rehabilitation or improvements in any remaining airport properties or structures or at a new airport site.

All properties purchased with assistance of this Grant must include in the property deed a clause that states that **"This property was purchased with the assistance of State and/or Federal funds, and may not be sold or otherwise disposed of without all agencies express written consent."**

- E.7. Airport Operations. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.

- E.8. Compliance with FAA Regulations. For all grants involving federal funds, the Grantee agrees to accomplish the project in compliance with the terms and conditions contained in the U. S. Department of Transportation Federal Aviation Administration *Terms and Conditions of Accepting Airport Improvement Program Grants* hereby incorporated into this document by reference. Said document is on file in the Tennessee Department of Transportation, Aeronautics Division Office. These assurances can also be located on the FAA Website at www.faa.gov/airports/aip/grant_assurances

- E.9. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.

- E.10. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

32-0159-17

GRANTEE SIGNATURE

DATE

GARY CHESNEY, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

GRANTEE LEGAL COUNSEL'S SIGNATURE

DATE

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER

DATE

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

DATE

City of Morristown

Incorporated 1855

ASSISTANT CITY ADMINISTRATOR

P. O. Box 1499

Morristown, Tennessee 37816-1499

March 24, 2017

Mr. William B. Orellana, Director
Tennessee Department of Transportation
Aeronautics Division
P. O. Box 17326
Nashville, Tennessee 37217

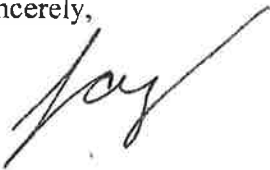
Dear Mr. Orellana:

The City of Morristown hereby requests financial assistance from the Tennessee Department of Transportation in the amount of \$430,000.00 for a Runway Crack Seal, Pavement Seal, and Markings Project at Morristown Regional Airport. The surface of the runway is pitting and beginning to develop cracks. The pavement markings have faded. Morristown overlaid the runway surface approximately 15 years ago. This project if awarded will extend the useful life of the surface and improve safety by enhancing visibility of the markings.

Attached is our engineer, Michael Baker International's estimate of work based upon the measurement of the runway. The funding request reflects contingency added to the MBI estimate. Also attached is a completed application for Federal and/or State financial assistance for the improvements.

We have available the necessary funds for the local share of the proposed improvements. I am authorized to provide additional information or assurances associated with this request. Please let me know if you have any questions or need additional information.

Sincerely,



Doe Jarvis, Chairman
Morristown Municipal Airport Commission

REQUEST FOR STATE FUNDING
FOR AIRPORT IMPROVEMENT

Airport: Moore-Murrell Field
Project Title: Rehab (pvm. & crack seal) Runway
Project Description: Rehab (pvm. & crack seal) Runway

UPIN: BCG0000803
Submitted By: Buddy Fielder
Date Submitted: 3/24/2017 6:24:09PM
Project Manager: Chuck Hoskins

Applicant: City of Morristown
Phone: 423-586-2483

Project in CIP?: Not Proposed Date Entered in CIP:

Explanation of Need: This is a safety and maintenance project to repair and maintain runway pavement to extend the overall life and improve the safety of the runway. Michael Baker International created the estimate in which the request is based.

Estimated Cost:

Fiscal Year:	2,017	
Federal:	\$387,000	95%
State:	\$21,500	05%
Local:	\$21,500	05%
Other:		
Total:	\$430,000	100%

Matching Funds Available?:

Airport Sponsor Comments:

**STAFF RECOMMENDATION
AMENDED COST ESTIMATED**

State \$ 19,361 (05%)
Local \$ 19,361 (05%)
Federal \$ 348,500 (90%)
Total Project \$ \$387,222
Apportionment

**STAFF RECOMMENDATION
AMENDED COST ESTIMATED**

State \$ 2,139 (05%)
Local \$ 2,139 (05%)
Federal \$ 38,500 (90%)
Total Project \$ 42,778
NPE

TAD Comments:

TDOT USE ONLY

Staff Recommended: 32-0159-17

Approved:

Rejected:

Moved:

PSR Signature:

[Signature]

Date: 04/24/2017

TAC Signature:

[Signature]

Date: 5/18/17

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
SUITE 700, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-0349
(615) 741-2848

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

Tuesday, May 23, 2017

Gary Chesney, Mayor
Moore-Murrell Field
PO Box 1499
Morristown, TN 37816-1499

Dear Mayor Chesney:

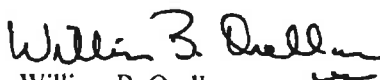
I am pleased to inform you that your recent project funding request for Moore-Murrell Field has been approved by the Tennessee Department of Transportation, Aeronautics Division.

A grant totaling \$430,000.00 has been approved for Runway Rehabilitation (Pavement and Crack Seal), as itemized in your request. Of the project total, 5% will be the responsibility of Moore-Murrell Field.

With this approval, the Aeronautics Division has prepared the enclosed contract. Please obtain required signatures and return it to our office within fifteen (15) days from the date the contract is transmitted from this office. If the signed contract is not received within that timeframe, the contract is subject to cancellation.

We are pleased to provide funding for this airport improvement project. Our aviation facilities are critical to the economic development of communities across the state. We look forward to continuing our joint efforts to ensure their successful operations.

Sincerely,


William B. Orellana
Aeronautics Director

WBO:jc

TAC: 5/18/2017

cc: Kat Morilak

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Moore-Murrell Field
Subrecipient's DUNS number	079026779
Federal Award Identification Number (FAIN)	3-47-SBGP-50/3-47-SBGP-45
Federal award date	October 2016; October 2013
CFDA number and name	20.106 Airport Improvement Program
Grant contract's begin date	6/30/2017
Grant contract's end date	6/29/2020
Amount of federal funds obligated by this grant contract	\$387,000.00
Total amount of federal funds obligated to the subrecipient (Federal dollars deposited in Sponsor's account in current FY (7/16-6/17) from ALL agencies)	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$13,316,579.00; \$13,155,009.00
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	TN Department of Transportation Aeronautics Division-Grants Manager 607 Hangar Lane, Bldg. 4219 Nashville, TN 37217 615-741-3208
Is the federal award for research and development?	N/A
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

ATTACHMENT THREE
PAGE ONE

GRANT BUDGET				
City of Morristown: Runway Rehabilitation (Pavement and Crack Seal)			AERO-17-252-00	
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 6/30/2017		END: 6/29/2020		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	\$408,500.00	\$21,500.00	\$430,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$408,500.00	\$21,500.00	\$430,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT THREE
PAGE TWO

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
City of Morristown: Runway Rehabilitation (Pavement and Crack Seal)	\$430,000.00
TOTAL	\$430,000.00

Matched TAD Project #32555015917

Project Breakdown:	\$38,500.00	90% Federal NPE49
	\$2,139.00	5% State
	<u>\$2,139.00</u>	<u>5% Local</u>

Project Breakdown:	\$348,500.00	90% Federal APP45
	\$19,361.00	5% State
	<u>\$19,361.00</u>	<u>5% Local</u>

Grant Total:	\$430,000.00	100%
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ATTACHMENT THREE

Page 1

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 4108

Is Grantee Legal Entity Name a parent? Yes ☒ No ☐

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

Is Grantee Legal Entity Name a child? Yes ☐ No ☒

If yes, complete the fields below.

Parent entity's name: City of Morristown

Parent entity's tax identification number: 62-600369

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

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

Parent entity's contact information

Name of primary contact person: Joey Barnard

Address: P.O. Box 1499 Morristown TN 37816 (100 W 1st St)

Phone number: (423) 585-4614

Email address: jbarnard@mymorristown.com

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



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
AERONAUTICS DIVISION
607 HANGAR LANE, BLDG. 4219
P.O. BOX 17326
NASHVILLE, TENNESSEE 37217

MEMORANDUM

TO: Airport Sponsor/Manager

FROM: Lyle Monroe, Transportation Manager
TDOT – Aeronautics Division

DATE: June 1, 2017

SUBJECT: Airport Maintenance Grant for FY18

A handwritten signature in black ink, appearing to be "LM", located to the right of the "FROM:" line.

Attached is your FY 18 Airport Maintenance Grant.

When returning your signed unexecuted grant, remember to email it to aero.grants@tn.gov.


When submitting any and all invoices for payment (AIP/Maintenance), please use the new Invoice Submission Letter as your cover letter. There are copies and templates of all new information pertaining to FY2018 uploaded in BlackCat under the Resources Tab in Global Resources.

All invoices should be submitted every 60 days from the last day of the month they were incurred for payment through the BlackCat system.

Please see *Updated Invoice Requirements* for processing ALL invoices.

Should you have any questions, please contact your program monitor at 615-741-3208.

This memo is also uploaded on "Funding Request Letter" under the Funding tab

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 7/1/2017		End Date 6/30/2018		Agency Tracking # 40100-00118	
Edison ID 53595				Edison Vendor ID 4108	
Grantee Legal Entity Name City of Morristown				Edison Vendor ID 4108	
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # N/A Grantee's fiscal year end: June			
Service Caption (one line only) FY2018 Airport Maintenance					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2018	\$19,800.00				\$19,800.00
TOTAL:	\$19,800.00				\$19,800.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval.			
<input type="checkbox"/> Non-competitive Selection		Describe the reasons for a non-competitive grantee selection process.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional) TX00245017		Account Code (optional) 71302			

VENDOR ADDRESS: 1 LOCATION CODE: MAIN

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

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

Grantee Edison Vendor ID # 4108

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The purpose of this grant shall be to provide financial assistance to a publicly-owned airport. Pursuant to the provisions of Tennessee Code Annotated 42-2-23, assistance shall be for eligible maintenance work items or improvements as described but not limited to as shown in **ATTACHMENT ONE**. The Grantee shall provide a fifty percent (50%) participation of actual costs.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on **July 1, 2017** ("Effective Date"), and extend for a period of **twelve (12) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **nineteen thousand eight hundred dollars and no cents (\$19,800.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **ATTACHMENT TWO** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation-Aeronautics Division
aero.grants@tn.gov

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Transportation-Aeronautics Division.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete

and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Jessica Crabtree, Transportation Program Monitor 2
TN Dept. of Transportation-Aeronautics Division
607 Hangar Lane, Bldg. 4219
Nashville, TN 37217
Telephone: 615-741-3208
Email: jessica.crabtree@tn.gov

The Grantee:

Gary Chesney, Mayor
City of Morristown
P.O. Box 1499
Morristown, TN 37816-1499
Telephone: 423-581-0100

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. **HIPAA Compliance.** The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. **Public Accountability.** If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. **Licensure.** The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. **Records.** The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete **ATTACHMENT THREE**.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318--200.326 when procuring property and services under a federal award.

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

- D.21. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. **State Liability.** The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. **Tennessee Department of Revenue Registration.** The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved**
- D.27. **State Interest in Equipment or Motor Vehicles.** The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

Contracts between the State and the Grantee.

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

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

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

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

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

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among

alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- E.3. **Confidentiality of Records.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- E.4. **Grantee Match.** Upon execution of this grant contract, the Grantee will be required to deposit its share of the estimated total project cost to the State.

Additional deposits will be required if actual costs exceed the estimated costs. Any excess in the amount deposited above actual costs will be refunded.

If the cost of this project increases by more than fifteen percent (15%) of the estimated grant contract amount during the progress of the work, the parties agree to enter into a supplemental agreement setting out the respective financial obligations of the State, Grantee, and the Federal Airport Improvement Program.

- E.5. **Reimbursements to Reflect Match/Share.** Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.

- E.6. **Airport Assurances from Sale or Disposal of Land, Properties, Structures or Materials Related to Airport.**

The airport owner shall not sell or otherwise dispose of the property identified herein without the express prior written consent of the State, which consent will not be unreasonably withheld. In the event that the State grants permission to sell or otherwise dispose of all or a portion of the forgoing property in perpetuity, the airport owner shall be liable to pay the State a portion of the proceeds at fair market value as determined herein, resulting from the agreed upon sale price or fair market value. The funds collected from the sale of the property or fair market value will be divided in the same proportion as defined in this Grant Contract with said State funds reinvested into airport property in accordance with State funding policies and procedures.

Nothing herein shall prohibit the parties hereto from agreeing to the reinvestment of said proportion of the proceeds or fair market value for rehabilitation or improvements in any remaining airport properties or structures or at a new airport site.

All properties purchased with assistance of this Grant must include in the property deed a clause that states that **"This property was purchased with the assistance of State and/or Federal funds, and may not be sold or otherwise disposed of without all agencies express written consent."**

- E.7. **Airport Operations.** For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.

- E.8. **Compliance with FAA Regulations.** For all grants involving federal funds, the Grantee agrees to accomplish the project in compliance with the terms and conditions contained in the U. S. Department of Transportation Federal Aviation Administration *Terms and Conditions of Accepting Airport Improvement Program Grants* hereby incorporated into this document by reference. Said document is on file in the Tennessee Department of Transportation, Aeronautics Division Office. These assurances can also be located on the FAA Website at www.faa.gov/airports/aip/grant_assurances

- E.9. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.10. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.
- E.11. Competitive Procurements. Should this Grant Agreement provide for the reimbursement of the cost of goods, materials, supplies, equipment, or contracted services; such procurements shall be made on a competitive basis, where practicable. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

32-0459-18

GRANTEE SIGNATURE

DATE

GARY CHESNEY, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

GRANTEE LEGAL COUNSEL'S SIGNATURE

DATE

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER

DATE

JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE

ATTACHMENT ONE

The following are examples of eligible* and ineligible* items for use with your FY16 Airport Maintenance grant.

Eligible Uses:

1. Preventive maintenance, repair or replacement of maintenance buildings, equipment, navigational aids, lighting systems, pavements and other property or facilities necessary for the safe and efficient functioning of the airport
2. Purchase of mowing equipment
3. Maintenance services such as mowing, landscaping or other related work on airport property (i.e. services contracted by airport sponsor, county/city grounds service – journal vouchered for the time worked on airport maintenance *only*)
4. Fuel used for maintenance equipment ONLY, with valid receipt showing purchase price/gallons ONLY
5. Unicom and other radio equipment
6. Airport signage
7. Fire extinguishers including inspection fees
8. Safety-related equipment: (i.e. gloves, safety vests, safety eyewear, earplugs)
9. Installation and subscription to an aviation flight planning satellite weather system, i.e., D.T.N., W.S.I. or Pan Am Weather Systems
10. Testing or inspection of underground fuel storage tanks, and associated fees (as necessary to comply with federal and/or state regulations)
11. Sales tax on eligible items
12. Professional uniform service (to be used solely for work at the airport)
13. Cleaning supplies, cleaning service, including waste removal

Ineligible Uses:

1. Food or drink
2. Utility or telephone bills (including cellular / "land line")
3. Maintenance of facilities or equipment not owned or located on the airport property
4. Purchase or maintenance of aircraft, automobiles, pickup trucks or other passenger vehicles including courtesy cars
5. Services performed by a Fixed Based Operator (FBO), by anyone employed or contracted by the FBO, or employees of the airport sponsor, for any type of airport operational duties or functions that would normally be required of their job. This will not be reimbursed.
6. Insurance of any type
7. Computers, computer software, computer peripherals, or Internet Service (unless otherwise noted above)
8. Office supplies, including toner and copy paper
9. Furniture (including cabinetry of any type)
10. Television/Cable
11. Office Equipment (unless otherwise noted above)
12. Repairs of office equipment
13. Registration, travel or expenses for conferences or seminars
14. Purchase (or repair) of appliances
15. Local Project Matching Funds for projects

* All items listed above are to be used as a reference and not all inclusive. Any questionable items will be reviewed on a case-by-case basis and may be deducted from your total invoice***



**FAA
Airports**

ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

- 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
- 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(c) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

[Docket No. FAA-2014-0210]

Airport Improvement Program (AIP) Grant Assurances

AGENCY: Federal Aviation Administration (FAA), DOT.

ACTION: Notice of modification of Airport Improvement Program (AIP) grant assurances.

SUMMARY: Changes have been made to the AIP grant assurances to conform the list of General Federal Requirements to the correct numbering of some of the documents that recently changed, to add recent legislation, to revise Assurance 10 to conform to current statute, to clarify that Assurance 25, Airport Revenues, applies when an airport sponsor takes a grant for airport planning, and to note that Assurance 37 applies to airport concession disadvantaged business enterprises. Assurance 20 of the Non-Airport Sponsor Assurances for Non-Airport Sponsors Undertaking Noise Compatibility Program Projects is also revised to delete paragraphs which discussed land purchased for airport development.

In addition, on April 24, 2013, the Secretary of Transportation signed the DOT Standard Title VI Assurances and Non-Discrimination Provisions, Order 1050.2A (Title VI Assurances). The Title VI Assurances were incorporated into the FAA Office of Civil Rights Order 1400.11, the "Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration Order," which was published on August 27, 2013. The changes to the AIP grant assurances in this Notice incorporate the Title VI Assurances.

DATES: The FAA is modifying several grant assurances in order to (1) conform the list of General Federal Requirements to the correct numbering of some of the documents that were recently changed by the Office of Management and Budget; (2) update and conform with statute; and (3) incorporate the DOT Title VI Assurances. The FAA will implement these modified grant assurances upon publication of this notice to expedite processing fiscal year 2014 grants under the Airport Improvement Program. The FAA will accept public comments concerning these modified grant assurances for 30 days. Comments must be submitted on or before May 5, 2014. If necessary, in response to comments received, the FAA would adopt any appropriate revisions to these grant assurance

modifications through publication of a future notice in the **Federal Register**.

ADDRESSES: You may send comments [identified by Docket Number FAA-2014-XXXX] using any of the following methods:

- Government-wide rulemaking Web site: Go to <http://www.regulations.gov> and follow the instructions for sending your comments electronically.
- Mail: Docket Operations, U.S. Department of Transportation, West Building, Ground Floor, Room W12-140, Routing Symbol M-30, 1200 New Jersey Avenue SE., Washington, DC 20590.
- Fax: 1-202-493-2251.
- Hand Delivery: To Docket Operations, Room W12-140 on the ground floor of the West Building, 1200 New Jersey Avenue SE., Washington, DC 20590, between 9 a.m. and 5 p.m., Monday through Friday, except Federal holidays.

FOR FURTHER INFORMATION CONTACT:

Frank J. San Martin, Manager, Airports Financial Assistance Division, Federal Aviation Administration, 800 Independence Avenue SW., Washington, DC 20591, telephone (202) 267-3831; facsimile: (202) 267-5302.

Authority for Grant Assurance Modifications

This notice is published under the authority described in Subtitle VII, Part B, Chapter 471, Sections 47107 and 47122 of Title 49 United States Code.

SUPPLEMENTARY INFORMATION: A sponsor (applicant) seeking financial assistance in the form of an AIP grant for airport planning, airport development, noise compatibility planning or noise mitigation under 49 U.S.C., as amended, must agree to comply with certain assurances. These grant assurances are incorporated in, and become part of a sponsor's grant agreement for federal assistance. As need dictates, the FAA modifies these assurances to reflect new Federal requirements. Notice of such modifications is published in the **Federal Register**, and an opportunity for public comment is provided.

The assurances that apply to a sponsor depend on the type of sponsor. The three types of sponsor assurances are Airport Sponsor Assurances, Non-Airport Sponsors Undertaking Noise Compatibility Program Projects, and Planning Agency Sponsors.

The current assurances were published on February 3, 1988, at 53 FR 3104 and amended on September 6, 1988, at 53 FR 34361; on August 29, 1989, at 54 FR 35748; on June 10, 1994 at 59 FR 30076; on January 4, 1995, at 60 FR 521; on June 2, 1997, at 62 FR

29761; on August 18, 1999, at 64 FR 45008; on March 29, 2005 at 70 FR 15980; on March 18, 2011, at 76 FR 15028; and on April 13, 2012 at 77 FR 22376.

A complete list of the current grant assurances can be viewed at: http://www.faa.gov/airports/aip/grant_assurances/.

Discussion of AIP Grant Assurance Modifications

The FAA is making four changes to the AIP grant assurances. These changes will be in effect for grants issued in fiscal year 2014 and beyond.

The changes to the AIP grant assurances are as follows:

1. Technical Non-Substantive Changes To Correct Some Minor Typographical Errors

Because these have no change on the substance of the assurances, these changes have not been specifically called out.

2. Addition of Assurance 25 to the List of Assurances That Apply to Airport Planning Undertaken by a Sponsor

As stated in FAA's *Policy and Procedures Concerning the Use of Airport Revenue*, 64 FR 7696 (February 16, 1999), 49 U.S.C. 47133 applies the airport revenue-use requirements of § 47107(b) to any airport that has received "Federal assistance." The FAA considers the term "Federal assistance" to include airport planning grants that relate to a specific airport. Many airport sponsors take grants for airport planning projects. For a planning project, not all of the airport sponsor grant assurances apply, some project-specific assurances apply while the planning project is going on, and others continue to apply after the planning project is over. The previous version of the airport sponsor assurances did not list the revenue use provision (Assurance 25) as one of the assurances that apply for a planning project. Assurance 25 has been added to the list of assurances that continue past the completion of the planning projects. This change eliminates confusion by clarifying that if a sponsor is undertaking a planning project, it is subject to the published requirements for revenue use.

Section B Duration and Applicability, (3) Airport Planning Undertaken by a Sponsor, now reads,

"Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the

duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport."

3. Administrative Changes to Assurance No. 1, General Federal Requirements

In 2008, the drug-free workplace requirements were included in 49 CFR part 32, Governmentwide Requirements for Drug-Free Workplace (Financial Assistance). Also, in 2008, the Department of Transportation moved its nonprocurement suspension and debarment regulations from 49 CFR part 29 to a new 2 CFR part 1200, and adopted the government-wide guidance on nonprocurement suspension and debarment in 2 CFR part 180 (73 FR 24139, May 2, 2008).

In 2013, the Office of Management and Budget (OMB) compiled a number of Circulars in 2 CFR part 200, including Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments," and Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

a. In Assurance No. 1, General Federal Requirements, Federal Regulations section, make the following changes:

1. Delete the entry for: 49 CFR part 29, Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants);

2. Add a new entry for: 2 CFR part 1200—Nonprocurement Suspension and Debarment;

3. Add a new entry for: 2 CFR part 180—OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement);

4. Add a new entry for: 49 CFR part 32—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance);

5. Add a new entry for: 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. In Assurance No. 1, General Federal Requirements, delete the Office of Management and Budget Circulars and its two entries.

c. In Assurance No. 1, General Federal Requirements—Federal Legislation, add the Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

d. Reorder the entries of Assurance 1 General Federal Requirements—Federal Regulations and Office of Management Budget Circulars into numerical order.

4. Revision of Assurance 10. Air and Water Quality Standards

The 2003 FAA reauthorization bill, the Vision 100—Century of Aviation

Reauthorization Act, removed the specific statutory language requiring the chief executive officer of a state to certify that the airport development project will be designed, constructed, and operated in compliance with applicable air and water quality standards. The Act added in a requirement for a sponsor to provide a copy of a proposed amendment to the airport layout plan to a Metropolitan Planning Organization upon request. The Assurance has been revised to reflect these statutory changes.

5. Incorporation of DOT Standard Title VI Assurances and Non-Discrimination Provisions (Title VI Assurances)

The FAA modified the AIP grant assurances to incorporate the DOT Standard Title VI Assurances and Non-Discrimination Provisions, Order 1050.2A (Title VI Assurances) that were signed by the Secretary of Transportation on April 24, 2013. These Title VI Assurances, which have since been incorporated into FAA Order 1400.11, amend and augment FAA's AIP grant assurances related to Title VI of the Civil Rights Act of 1964.

To incorporate the Title VI Assurances, changes were made in the AIP Grant Assurances to Assurance 1 and the Assurance 30, the Civil Rights Assurance.

a. In Assurance No. 1, General Federal Requirements, Federal Legislation, the following changes are made to incorporate the Title VI Assurances:

1. Add a new entry for: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and

2. Add a new entry for: Americans with Disabilities Act of 1990, as amended, (42 U.S.C. 12101 *et seq.*), prohibits discrimination on the basis of disability).

b. In Assurance No. 1, General Federal Requirements, Federal Regulations, the following changes are made to incorporate the Title VI Assurances:

1. Add a new entry for: 28 CFR 50.3—U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

2. Add a new entry for: 28 CFR part 35—Discrimination on the Basis of disability in State and Local Government Services.

3. Add a new entry for: 49 CFR part 28—Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

4. Add a new entry for: 49 CFR part 37—Transportation Services for Individuals with Disabilities (ADA).

The AIP Grant Assurances previously required a sponsor to comply with rules preventing persons from being excluded on the grounds of race, creed, color, national origin, sex, age, or disability from participating in any activity conducted with or benefitting from the funds received from AIP grants. This requirement continues unchanged, but the protections are being extended to the programs, facilities and activities of the sponsor, so long as any portion of the program is grant funded or otherwise is federally-assisted. The Title VI Assurances require that sponsors insert specific civil rights language into all contracting documents including bids, Requests for Proposals, and proposals. Specific contract provisions are also required for the acquisition or transfer of real property, whether or not these projects include federal assistance. The revised Civil Rights Assurance specifies when specific contract clauses are required.

Identical changes are made to Assurance 17, Civil Rights, in the Non-Airport Sponsors Undertaking Noise Compatibility Program Projects Assurances and Assurance 9, Civil Rights, in the Planning Agency Sponsor Assurances. The Civil Rights Assurance language is replaced with the following:

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefitting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found in as defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR part 21, it will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

(1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

(2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

(3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

(1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

(2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements including airport concessions, regardless of funding source:

"The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

(1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporate the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

(2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts, statutes, and regulations.

(3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

(4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, creed, sex, age, disability, color, or national origin as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

(a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

(b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

It will provide for such methods of administration for the program as are found

by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program, will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

6. Modification of Assurance 37

Assurance 37, the Disadvantaged Business Enterprises assurance has been modified to specifically note that the assurance applies to airport concession disadvantaged business enterprises.

7. Modification of Assurance 20 for Non-Airport Sponsors Undertaking Noise Compatibility Program Projects

Paragraphs b and c of Assurance 20, Disposal of Land, have been deleted because these two paragraphs deal expressly about land that is acquired for airport development. Non-Airport Sponsors undertaking noise compatibility projects cannot undertake airport development projects and these two paragraphs were deleted. Paragraph d has been renumbered paragraph b.

* * * * *

Issued in Washington, DC, on: March 28, 2014.

Elliott Black,

Acting Director, Office of Airport Planning and Programming.

[FR Doc. 2014-07462 Filed 4-2-14; 8:45 am]

BILLING CODE 4910-13-P

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

Membership in the National Parks Overflights Advisory Group Aviation Rulemaking Committee

AGENCY: Federal Aviation Administration, Transportation, DOT.

ACTION: Notice.

SUMMARY: The Federal Aviation Administration (FAA) and the National Park Service (NPS) are inviting interested persons to apply to fill one existing opening and one upcoming opening on the National Parks Overflights Advisory Group (NPOAG) Aviation Rulemaking Committee (ARC) to represent environmental concerns. Selected members will each serve 3-year terms.

DATES: Persons interested in applying for the NPOAG openings representing

environmental concerns need to apply by May 15, 2014.

FOR FURTHER INFORMATION CONTACT:

Keith Lusk, Special Programs Staff, Federal Aviation Administration, Western-Pacific Region Headquarters, P.O. Box 92007, Los Angeles, CA 90009-2007, telephone: (310) 725-3808, email: Keith.Lusk@faa.gov.

SUPPLEMENTARY INFORMATION:

Background

The National Parks Air Tour Management Act of 2000 (the Act) was enacted on April 5, 2000, as Public Law 106-181. The Act required the establishment of the advisory group within 1 year after its enactment. The NPOAG was established in March 2001. The advisory group is comprised of a balanced group of representatives of general aviation, commercial air tour operations, environmental concerns, and Native American tribes. The Administrator of the FAA and the Director of NPS (or their designees) serve as ex officio members of the group. Representatives of the Administrator and Director serve alternating 1-year terms as chairman of the advisory group.

In accordance with the Act, the advisory group provides "advice, information, and recommendations to the Administrator and the Director—

(1) On the implementation of this title [the Act] and the amendments made by this title;

(2) On commonly accepted quiet aircraft technology for use in commercial air tour operations over a national park or tribal lands, which will receive preferential treatment in a given air tour management plan;

(3) On other measures that might be taken to accommodate the interests of visitors to national parks; and

(4) At the request of the Administrator and the Director, safety, environmental, and other issues related to commercial air tour operations over a national park or tribal lands."

Membership

The NPOAG ARC is made up of one member representing general aviation, three members representing the commercial air tour industry, four members representing environmental concerns, and two members representing Native American interests. Current members of the NPOAG ARC are as follows:

The current NPOAG consists of Heidi Williams representing general aviation; Alan Stephen, Mark Francis, and Matthew Zuccaro representing commercial air tour operators; Greg

PAGE ONE

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
City of Morristown: FY2018 Airport Maintenance	\$19,800.00
TOTAL	\$19,800.00

TAD Project #32555045918

Project Breakdown: \$19,800.00 50% State 50% Local Participation

Grant Total: \$19,800.00

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

ATTACHMENT THREE

Page 1

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 4108

Is Grantee Legal Entity Name a parent? Yes ☒ No ☐

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

Is Grantee Legal Entity Name a child? Yes ☐ No ☒

If yes, complete the fields below.

Parent entity's name: City of Morristown

Parent entity's tax identification number: 62-6000369

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

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

Parent entity's contact information

Name of primary contact person: Joey Barnard

Address: P.O. Box 1499 Morristown TN 37816 (100 W 1st)

Phone number: (423) 585-4614

Email address: jbarnard@mymorristown.com

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

EXHIBIT "A"

Work Authorization Number 12- 2017 SINKHOLE INVESTIGATION & REMEDIATION

Date: 06JUN17

TAD No. 32-555-XXX-XX
(Project Identification No.)

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the **City of Morristown** (OWNER) and **Michael Baker International, Inc.** (ENGINEER) dated **July 20, 2012**.

Scope of Services SINKHOLE INVESTIGATION & REMEDIATION:

This project is for the remediation of two identified sinkholes and the investigation of 5 others. These sinkholes were identified in a study performed by MBI and their consultant S&ME, Inc. The recommendations provided in the report was to excavate and remediate Sinkhole 5, located approximately 740 feet northeast of the end of Runway 23 and Sinkhole 9, located approximately 280 feet southwest of the end of Runway 23. The investigation is for the five other sinkhole potentials identified in the report.

The ENGINEER will provide the overall management of the project. The ENGINEER will be responsible for the primary coordination between the Owner, State, and consulting team. The ENGINEER will be responsible for the review of collected data and analysis of problem areas.

The ENGINEER will hire the sub-consultant, S&ME, Inc. (SUB-CONSULTANT), to perform the subsurface exploration of the sinkholes and present their findings to the ENGINEER.

The ENGINEER and SUB-CONSULTANT will present the findings from review of collected data and analysis of problem areas to the Owner and State. Discussions at this submittal will direct the approach to developing the path forward.

The ENGINEER and SUB-CONSULTANT will develop remediation scope to address the deficient areas. Design options will reference future development plans to help avoid conflicts at a later date. The plan will be discussed with the Owner and State to establish timelines for the work and budget impacts of the corrective measures.

Time of Performance:

<u>Task</u>	<u>Task Ending</u>
• Notice to Proceed	To Be Determined
• Geotechnical Investigation	30-days following Notice to Proceed
• Preliminary Findings Review	37-days following Notice to Proceed

Compensation:

• Basic Services – Design Development (Lump Sum)	\$ 6,000.00
• Basic Services – Construction Documents (Lump Sum)	\$ 0.00
• Basic Services – Bid and Grant Award (Lump Sum)	\$ 0.00
• Special Services – Not to Exceed	\$ 41,077.00

TOTAL NOT TO EXCEED \$ 47,077.00

Agreed as to Scope of Services, Time of Performance and Compensation:

OWNER:
CITY OF MORRISTOWN

ENGINEER:
MICHAEL BAKER INTERNATIONAL, INC.

Title:

Title: Vice President

Date: _____

Date: _____

ATTACHMENT B-1

ENGINEER'S ESTIMATE OF COMPENSATION BASIC SERVICES WORK AUTHORIZATION NO. 12 MORRISTOWN REGIONAL AIRPORT MORRISTOWN, TN SINKHOLE INVESTIGATION AND REMEDIATION PROJECT

6-Jun-17

Phase / Activity

	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
1. DESIGN DEVELOPMENT			
<u>Labor</u>			
Project Manager	4	\$168.00	\$672.00
Senior Engineer	32	\$135.00	\$4,320.00
Engineer	6	\$114.00	\$684.00
Designer	0	\$90.00	\$0.00
Sr. CADD Technician	0	\$75.00	\$0.00
Secretary/Technical Assistant	0	\$65.00	\$0.00
			<u>\$5,676.00</u>

Expenses

Travel to/ from Airport (2 Trips at 110 miles/trip);	\$124.00
Printing, Copying, Postage & Shipping	\$200.00
	<u>\$324.00</u>

Sub-Total Design Development Phase

\$6,000.00

Phase / Activity

	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
2. DESIGN, PLANS AND SPECIFICATIONS			
<u>Labor</u>			
Project Manager	0	\$168.00	\$0.00
Senior Engineer	0	\$135.00	\$0.00
Engineer	0	\$114.00	\$0.00
Designer	0	\$90.00	\$0.00
Sr. CADD Technician	0	\$75.00	\$0.00
Secretary/Technical Assistant	0	\$65.00	\$0.00
			<u>\$0.00</u>

Expenses

Travel to/ from Airport (2 plan-in-hand meetings-35%,95%);	\$0.00
Printing, Copying, Postage & Shipping	\$0.00
	<u>\$0.00</u>

Sub-Total Design, Plans and Specs Phase

\$0.00

ATTACHMENT B-1

ENGINEER'S ESTIMATE OF COMPENSATION BASIC SERVICES WORK AUTHORIZATION NO. 12 MORRISTOWN REGIONAL AIRPORT SINKHOLE INVESTIGATION AND REMEDIATION PROJECT

6-Jun-17

Phase / Activity

	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
3. CONSTRUCTION BID AND GRANT AWARD PHASE			
<u>Labor</u>			
Project Manager	0	\$168.00	\$0.00
Senior Engineer	0	\$135.00	\$0.00
Engineer	0	\$114.00	\$0.00
Designer	0	\$90.00	\$0.00
Sr. CADD Technician	0	\$75.00	\$0.00
Secretary/Technical Assistant	0	\$65.00	\$0.00
			<u>\$0.00</u>

Expenses

Travel to/ from Airport (pre-bid meeting/bid -opening):	\$0.00
Printing, Copying, Postage & Shipping	\$0.00
	<u>\$0.00</u>

Sub-Total Bidding and Grant Award Phase

\$0.00

Phase / Activity

	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
4. CONSTRUCTION ADMINISTRATION & CLOSE-OUT			
<u>Labor</u>			
Project Manager	0	\$168.00	\$0.00
Senior Engineer	0	\$135.00	\$0.00
Engineer	0	\$114.00	\$0.00
Designer	0	\$90.00	\$0.00
Sr. CADD Technician	0	\$75.00	\$0.00
Secretary	0	\$65.00	\$0.00
			<u>\$0.00</u>

Expenses

Travel to/from Airport (final walkthrough inspection)	\$0.00
	<u>\$0.00</u>

Sub-Total Construction Admin & Closeout

\$0.00

BASIC SERVICES - TOTAL LUMP SUM COMPENSATION

\$6,000.00

ATTACHMENT B-2

ENGINEER'S ESTIMATE OF COMPENSATION
SPECIAL SERVICES
WORK AUTHORIZATION NO. 12
MORRISTOWN REGIONAL AIRPORT
MORRISTOWN, TN
SINKHOLE INVESTIGATION AND REMEDIATION PROJECT

6-Jun-17

Total

1.SURVEY FOR DESIGN

Subcontracted Services

Ground Surveys - Lump Sum \$0.00

Consultant's Administrative Fee (10%)* \$0.00

Sub-Total Survey for Design

\$0.00

2.GEOTECHNICAL TESTING FOR DESIGN

Subcontracted Services- Allowance

Geotechnical Investigation - Lump Sum \$30,000.00

Consultant's Administrative Fee (10%)* \$3,000.00

Sub-Total Geotechnical for Design

\$33,000.00

** Administrative Fee of 10% of subcontracted services in accordance with Section II, Paragraph B of the Master Agreement.*

3. PART TIME INSPECTION

<u>Labor</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
Inspector	80	\$90.00	\$7,200.00

Expenses

Lodging	\$0.00
Vehicle Mileage (Assume 10 trips @ 110 miles/trip)	\$627.00
Meals – per diem (Assume 10 days @ \$15/Day)	\$150.00
Miscellaneous Expenses (Cell phone, Shipping, Copies)	\$100.00
	\$877.00

Sub-Total Part-Time Inspection

\$8,077.00

ATTACHMENT B-2

ENGINEER'S ESTIMATE OF COMPENSATION
SPECIAL SERVICES
WORK AUTHORIZATION NO. 12
MORRISTOWN REGIONAL AIRPORT
MORRISTOWN, TN
SINKHOLE INVESTIGATION AND REMEDIATION PROJECT

6-Jun-17

4. QUALITY ASSURANCE TESTING DURING CONSTRUCTION

Subcontracted Services - Allowance

QA Testing - Subgrade/Stone/Asphalt \$0.00

Consultant's Administrative Fee (10%)* \$0.00

Sub-Total Quality Assurance Testing

\$0.00

* Administrative Fee of 10% of subcontracted services in accordance with Section II, Paragraph B of the Master Agreement.

SPECIAL SERVICES - TOTAL NOT-TO-EXCEED COMPENSATION

\$41,077.00

FEE SUMMAARY

BASIC SERVICES - LUMP SUM
SPECIAL SERVICES - NOT TO EXCEED

\$6,000.00

\$41,077.00

GRAND TOTAL

\$47,077.00

EXHIBIT C
BILLING RATES

MORRISTOWN REGIONAL AIRPORT

CONFIDENTIAL

2015 SCHEDULE OF FEES

CLASSIFICATION	HOURLY RATES
Office Personnel	
Principal	\$ 179.00
Project Manager	\$ 168.00
Senior Engineer/Architect/Planner/Environmental	\$ 135.00
Engineer/Architect/Planner/Environmental	\$ 114.00
Designer	\$ 90.00
Technician (CAD)	\$ 75.00
Technical Assistant (Clerical)	\$ 65.00

*NOTE:

1. The hourly rates shown above include direct salary cost, labor overhead, general and administrative overhead, and profit. These rates shall remain valid until December 31, 2015. Direct non-salary expenses such as travel, subsistence, construction vehicle, printing, etc. are not included.
2. Field Representative construction personnel are billed per individual, based on their direct labor cost, plus overhead and profit.

REIMBURSABLE EXPENSES

Other expenses that are properly accountable to the work will be invoiced as follows:

- Travel by private vehicle at the then current approved IRS rate per mile.
- Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.
- In-house printing, reproduction and photography at commercial rates.

CONSTRUCTION VEHICLES

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the actual statement plus ten percent (10%).

Leased construction vehicles used for specific projects will be billed at the actual cost per month, per vehicle, and include lease cost, insurance, fuel and maintenance. If the vehicle is not in use the entire month, the billing cost will be pro-rated and charged per day.

EXHIBIT "A"

Work Authorization Number 13– 2017 DRAINAGE IMPROVEMENTS PROJECT

Date: 06JUN17

TAD No. 32-555-XXX-XX
(Project Identification No.)

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the **City of Morristown** (OWNER) and **Michael Baker International, Inc.** (ENGINEER) dated **July 20, 2012**.

Scope of Services DRAINAGE IMPROVEMENTS PROJECT:

A previous drainage study has identified several areas where drainage improvements are warranted. After review and discussions the following projects were identified:

Option #5 – Front Entrance

The Front Entrance work is for the removal of the north-south rip-rap swale and replacing it with a 30" RCP. Two catch basins have been added to collect the stormwater runoff that was being carried by the swale. The two manholes were added to connect the catch basins to the pipe to avoid blind connections. The rip-rapped roadside ditch is proposed to have the stone removed and the swale regraded to provide for a 4-foot bottom trapezoidal ditch with 3:1 side slopes. The bottom and partial side slopes are proposed to be protected by Turf Reinforced Matting in lieu of the rip-rap. This should provide the needed protection and allow for easier maintenance.

Option #6 – Hangar #10 South (East) Trench Drain

This option proposes using a trench drain to collect the water in the area in front of Hangar #10. It is proposed raising the grade of the trench drain top to 1283.20. This will provide an approximate 3" drop (1.50%) from Hangar #10 finished floor elevation. The asphalt will feather into the existing grade from about 2" additional depth at the trench. A cast-in-place trench depth will be approximately 2.11 feet deep at the outlet. The outfall will connect to an area drain and an 18" RCP is proposed to installed east to another area drain. It will then run north to another area drain before it turns east to the existing detention pond area. The pond area may have to be adjusted in area and outfall structure to accommodate the new flows when the future apron improvements are made to meet the stormwater requirements. The pipe selection and routing is based on the layout of the future hangars and area shown on the ALP. The piping has been sized to collect future paved areas.

Other Site Issues

The Other Site Issues include areas where erosion has occurred and there will be some earthwork necessary to smooth and patch the rutting that has occurred. It is proposed to sod the bottom of

swales to provide a quick stabilized protection. Side slopes will be seeded and straw matted where needed. This is mainly along the hillside and ditch area behind the hangars north of Runway 5. The swales along the taxiway will be smoothed and graded to provide a continuous slope. Sod is proposed to be placed in the bottom of the swale. The areas around the taxiway lights that have been denuded by the weed killer are proposed to be repaired with the addition of topsoil and sod. Areas requiring maintenance to remove ponding water will be identified and addressed.

The ENGINEER will provide the overall management of the project and will be responsible for the primary coordination between the OWNER, State, and consulting team.

The ENGINEER will be responsible for the design of the proposed improvements; and oversee the overall project design development (contract documents).

The ENGINEER will participate in two on-site meetings for the 35%, 95% submittals.

The ENGINEER will provide the primary bid phase services including document distribution to prospective bidders and plan rooms, conducting and documenting a pre-bid conference, attending the bid opening, conducting bid review, and providing recommendation to the OWNER for the award of a construction contract.

The ENGINEER will provide the primary construction phase services, including the conducting and documenting of a pre-construction conference with the Contractor and OWNER, review submittals for products and materials to be incorporated into the project, review and provide recommendations for payments to the Contractor, conduct periodic site visits during construction as well as provide continuous onsite inspection when necessary, participate in final inspection, and provide coordination and assistance for project closeout. Inspection personnel will be provided for this project from the Knoxville office with actual charges being based on the hourly rate.

Any additional services that may be needed that are outside the scope of services described above shall be compensated for in a separate agreement if necessary.

TIME OF PERFORMANCE:

<u>Task</u>	<u>Estimated Time to Completion following NTP</u>
• Notice to Proceed	To Be Determined
• Survey	15-days following Notice to Proceed
• 35% Design Submittal and Review	40-days following Notice to Proceed
• 95% Design Submittal and Review	60-days following Notice to Proceed
• Advertise for Bids	75-days following Notice to Proceed
• Pre-Bid Meeting	10-days following Advertisement
• Receive Bids	28-days following Advertisement
• Contract Award and Preparation	To Be Determined
• Pre-Construction Meeting	To Be Determined
• Construction Notice to Proceed	To Be Determined
• Construction Duration	To Be Determined
• Final Inspection	To Be Determined
• Project Closeout	30-days following Final Inspection

Compensation:

- Basic Services – Design Development (Lump Sum) \$ 0.00
- Basic Services – Construction Documents (Lump Sum) \$ 22,723.00
- Basic Services – Bid and Grant Award (Lump Sum) \$ 5,562.00
- Basic Services – Construction Administration & Close-out \$ 12,521.00
- Special Services – Not to Exceed \$ 13,654.00

TOTAL NOT TO EXCEED \$ 54,460.00

Agreed as to Scope of Services, Time of Performance and Compensation:

OWNER:
CITY OF MORRISTOWN

ENGINEER:
MICHAEL BAKER INTERNATIONAL, INC.

Title:

Title: Vice President

Date: _____

Date: _____

ATTACHMENT B-1

ENGINEER'S ESTIMATE OF COMPENSATION BASIC SERVICES WORK AUTHORIZATION NO. 13 MORRISTOWN REGIONAL AIRPORT MORRISTOWN, TN DRAINAGE IMPROVEMENTS PROJECT

6-Jun-17

Phase / Activity

1. DESIGN DEVELOPMENT

	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
<u>Labor</u>			
Project Manager	0	\$168.00	\$0.00
Senior Engineer	0	\$135.00	\$0.00
Engineer	0	\$114.00	\$0.00
Designer	0	\$90.00	\$0.00
Sr. CADD Technician	0	\$75.00	\$0.00
Secretary/Technical Assistant	0	\$65.00	\$0.00
			<u>\$0.00</u>

Expenses

Travel to/ from Airport (Site Visit, Initial Meeting):	\$0.00
Printing, Copying, Postage & Shipping	\$0.00
	<u>\$0.00</u>

Sub-Total Design Development Phase

\$0.00

Phase / Activity

2. DESIGN, PLANS AND SPECIFICATIONS

	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
<u>Labor</u>			
Project Manager	16	\$168.00	\$2,688.00
Senior Engineer	24	\$135.00	\$3,240.00
Engineer	60	\$114.00	\$6,840.00
Designer	100	\$90.00	\$9,000.00
Sr. CADD Technician	0	\$75.00	\$0.00
Secretary/Technical Assistant	3	\$65.00	\$195.00
			<u>\$21,963.00</u>

Expenses

Travel to/ from Airport (2 plan-in-hand meetings-35%,95%):	\$122.00
Printing, Copying, Postage & Shipping	\$574.00
	<u>\$696.00</u>

Sub-Total Design, Plans and Specs Phase

\$22,659.00

ATTACHMENT B-1

ENGINEER'S ESTIMATE OF COMPENSATION BASIC SERVICES WORK AUTHORIZATION NO. 13 MORRISTOWN REGIONAL AIRPORT DRAINAGE IMPROVEMENTS PROJECT

6-Jun-17

Phase / Activity

	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
3. CONSTRUCTION BID AND GRANT AWARD PHASE			
<u>Labor</u>			
Project Manager	16	\$168.00	\$2,688.00
Senior Engineer	0	\$135.00	\$0.00
Engineer	8	\$114.00	\$912.00
Designer	0	\$90.00	\$0.00
Sr. CADD Technician	4	\$75.00	\$300.00
Secretary/Technical Assistant	24	\$65.00	\$1,560.00
			<u>\$5,460.00</u>

Expenses

Travel to/ from Airport (pre-bid meeting/bid -opening):	\$125.00
Printing, Copying, Postage & Shipping	\$22.00
	<u>\$147.00</u>

Sub-Total Bidding and Grant Award Phase

\$5,607.00

Phase / Activity

	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
4. CONSTRUCTION ADMINISTRATION & CLOSE-OUT			
<u>Labor</u>			
Project Manager	8	\$168.00	\$1,344.00
Senior Engineer	8	\$135.00	\$1,080.00
Engineer	64	\$114.00	\$7,296.00
Designer	4	\$90.00	\$360.00
Sr. CADD Technician	4	\$75.00	\$300.00
Secretary	32	\$65.00	\$2,080.00
			<u>\$12,460.00</u>

Expenses

Travel to/from Airport (final walkthrough inspection)	\$61.00
	<u>\$61.00</u>

Sub-Total Construction Admin & Closeout

\$12,521.00

BASIC SERVICES - TOTAL LUMP SUM COMPENSATION

\$40,787.00

ATTACHMENT B-2

ENGINEER'S ESTIMATE OF COMPENSATION
SPECIAL SERVICES
WORK AUTHORIZATION NO. 13
MORRISTOWN REGIONAL AIRPORT
MORRISTOWN, TN
DRAINAGE IMPROVEMENTS PROJECT

6-Jun-17

Total

1.SURVEY FOR DESIGN

Subcontracted Services

Ground Surveys - Lump Sum	\$0.00
Consultant's Administrative Fee (10%)*	\$0.00

Sub-Total Survey for Design

\$0.00

2.GEOTECHNICAL TESTING FOR DESIGN

Subcontracted Services- Allowance

Geotechnical Investigation - Lump Sum	\$0.00
Consultant's Administrative Fee (10%)*	\$0.00

Sub-Total Geotechnical for Design

\$0.00

** Administrative Fee of 10% of subcontracted services in accordance with Section II, Paragraph B of the Master Agreement.*

3. PART TIME INSPECTION

<u>Labor</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
Inspector	160	\$75.00	\$12,000.00

Expenses

Lodging	\$0.00
Vehicle Mileage (Assume 20 trips @ 110 miles/trip)	\$1,254.00
Meals -- per diem (Assume 20 days @ \$15/Day)	\$300.00
Miscellaneous Expenses (Cell phone, Shipping, Copies)	\$100.00
	\$1,654.00

Sub-Total Part-Time Inspection

\$13,654.00

ATTACHMENT B-2

**ENGINEER'S ESTIMATE OF COMPENSATION
SPECIAL SERVICES
WORK AUTHORIZATION NO. 13
MORRISTOWN REGIONAL AIRPORT
MORRISTOWN, TN
DRAINAGE IMPROVEMENTS PROJECT**

6-Jun-17

4. QUALITY ASSURANCE TESTING DURING CONSTRUCTION

Subcontracted Services - Allowance

QA Testing - Subgrade/Stone/Asphalt \$0.00

Consultant's Administrative Fee (10%)* \$0.00

Sub-Total Quality Assurance Testing **\$0.00**

** Administrative Fee of 10% of subcontracted services in accordance with Section II, Paragraph B of the Master Agreement.*

SPECIAL SERVICES - TOTAL NOT-TO-EXCEED COMPENSATION **\$13,654.00**

FEE SUMMAARY

BASIC SERVICES - LUMP SUM \$40,787.00
SPECIAL SERVICES - NOT TO EXCEED \$13,654.00

GRAND TOTAL **\$54,441.00**

EXHIBIT C
BILLING RATES

MORRISTOWN REGIONAL AIRPORT

CONFIDENTIAL

2015 SCHEDULE OF FEES

CLASSIFICATION	HOURLY RATES
Office Personnel	
Principal	\$ 179.00
Project Manager	\$ 168.00
Senior Engineer/Architect/Planner/Environmental	\$ 135.00
Engineer/Architect/Planner/Environmental	\$ 114.00
Designer	\$ 90.00
Technician (CAD)	\$ 75.00
Technical Assistant (Clerical)	\$ 65.00

*NOTE:

1. The hourly rates shown above include direct salary cost, labor overhead, general and administrative overhead, and profit. These rates shall remain valid until December 31, 2015. Direct non-salary expenses such as travel, subsistence, construction vehicle, printing, etc. are not included.
2. Field Representative construction personnel are billed per individual, based on their direct labor cost, plus overhead and profit.

REIMBURSABLE EXPENSES

Other expenses that are properly accountable to the work will be invoiced as follows:

- Travel by private vehicle at the then current approved IRS rate per mile.
- Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.
- In-house printing, reproduction and photography at commercial rates.

CONSTRUCTION VEHICLES

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the actual statement plus ten percent (10%).

Leased construction vehicles used for specific projects will be billed at the actual cost per month, per vehicle, and include lease cost, insurance, fuel and maintenance. If the vehicle is not in use the entire month, the billing cost will be pro-rated and charged per day.

EXHIBIT "A"

Work Authorization Number 14- 2017 RUNWAY CRACK SEAL PROJECT

Date: 06JUN17

TAD No. 32-555-XXX-XX
(Project Identification No.)

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the **City of Morristown** (OWNER) and **Michael Baker International, Inc.** (ENGINEER) dated **July 20, 2012**.

Scope of Services RUNWAY CRACK SEAL PROJECT:

The OWNER in conjunction with the Tennessee Department of Transportation, Aeronautics Division, has identified a need to rehabilitate the pavement surface of Runway 5-23 at the Morristown Regional Airport. Other related work will include pavement markings. Services to be provided include the design, bid and construction phase services for the Runway Crack Seal Project. Included are all necessary stakeholder coordination, permitting assistance, progress meetings, and FAA standards compliance for safety.

The ENGINEER will provide the overall management of the project. The ENGINEER will be responsible for the primary coordination between the OWNER, State, and consulting team. The ENGINEER will be responsible for the design of the site improvements; and oversee the overall project design development (contract documents).

The ENGINEER will develop the design documents for a project which will rehabilitate the pavement surface of Runway 5-23 and establish a pavement marking plan consistent with standards for the current fleet of aircraft operating on the facility.

The ENGINEER will participate in two on-site meetings for the 35%, 95% submittals.

The ENGINEER will provide the primary bid phase services including document distribution to prospective bidders and plan rooms, conducting and documenting a pre-bid conference, attending the bid opening, conducting bid review, and providing recommendation to the OWNER for the award of a construction contract.

The ENGINEER will provide the primary construction phase services, including the conducting and documenting of a pre-construction conference with the Contractor and OWNER, review submittals for products and materials to be incorporated into the project, review and provide recommendations for payments to the Contractor, conduct periodic site visits during construction as well as provide continuous onsite inspection when necessary, participate in final inspection, and provide

coordination and assistance for project closeout. Inspection personnel will be provided for this project from the Knoxville office with actual charges being based on the hourly rate.

Any additional services that may be needed that are outside the scope of services described above shall be compensated for in a separate agreement if necessary.

TIME OF PERFORMANCE:

<u>Task</u>	<u>Estimated Time to Completion following NTP</u>
• Notice to Proceed	To Be Determined
• Survey	15-days following Notice to Proceed
• 35% Design Submittal and Review	40-days following Notice to Proceed
• 95% Design Submittal and Review	60-days following Notice to Proceed
• Advertise for Bids	75-days following Notice to Proceed
• Pre-Bid Meeting	10-days following Advertisement
• Receive Bids	28-days following Advertisement
• Contract Award and Preparation	To Be Determined
• Pre-Construction Meeting	To Be Determined
• Construction Notice to Proceed	To Be Determined
• Construction Duration	To Be Determined
• Final Inspection	To Be Determined
• Project Closeout	30-days following Final Inspection

Compensation:

• Basic Services – Design Development (Lump Sum)	\$ 6,644.00
• Basic Services – Construction Documents (Lump Sum)	\$ 13,320.00
• Basic Services – Bid and Grant Award (Lump Sum)	\$ 5,286.00
• Basic Services – Construction Administration & Close-out	\$ 5,413.00
• Special Services – Not to Exceed	\$ 15,032.00

TOTAL NOT TO EXCEED **\$ 45,695.00**

Agreed as to Scope of Services, Time of Performance and Compensation:

OWNER:
CITY OF MORRISTOWN

ENGINEER:
MICHAEL BAKER INTERNATIONAL, INC.

Title:

Title: Vice President

Date: _____

Date: _____

ATTACHMENT B-1

ENGINEER'S ESTIMATE OF COMPENSATION BASIC SERVICES WORK AUTHORIZATION NO. 14 MORRISTOWN REGIONAL AIRPORT MORRISTOWN, TN RUNWAY CRACK SEAL PROJECT

6-Jun-17

Phase / Activity

1. DESIGN DEVELOPMENT

	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
<u>Labor</u>			
Project Manager	4	\$168.00	\$672.00
Senior Engineer	16	\$135.00	\$2,160.00
Engineer	32	\$114.00	\$3,648.00
Designer	0	\$90.00	\$0.00
Sr. CADD Technician	0	\$75.00	\$0.00
Secretary/Technical Assistant	0	\$65.00	\$0.00
			<u>\$6,480.00</u>

Expenses

Travel to/ from Airport (2 Trips at 110 miles/trip):	\$124.00
Printing, Copying, Postage & Shipping	\$40.00
	<u>\$164.00</u>

Sub-Total Design Development Phase

\$6,644.00

Phase / Activity

2. DESIGN, PLANS AND SPECIFICATIONS

	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
<u>Labor</u>			
Project Manager	4	\$168.00	\$672.00
Senior Engineer	40	\$135.00	\$5,400.00
Engineer	32	\$114.00	\$3,648.00
Designer	33	\$90.00	\$2,970.00
Sr. CADD Technician	0	\$75.00	\$0.00
Secretary/Technical Assistant	3	\$65.00	\$195.00
			<u>\$12,885.00</u>

Expenses

Travel to/ from Airport (2 plan-in-hand meetings-35%,95%):	\$122.00
Printing, Copying, Postage & Shipping	\$313.00
	<u>\$435.00</u>

Sub-Total Design, Plans and Specs Phase

\$13,320.00

ATTACHMENT B-1

ENGINEER'S ESTIMATE OF COMPENSATION BASIC SERVICES WORK AUTHORIZATION NO. 14 MORRISTOWN REGIONAL AIRPORT RUNWAY CRACK SEAL PROJECT

6-Jun-17

Phase / Activity

Hours Labor Rate Total

3. CONSTRUCTION BID AND GRANT AWARD PHASE

Labor

Project Manager	8	\$168.00	\$1,344.00
Senior Engineer	8	\$135.00	\$1,080.00
Engineer	12	\$114.00	\$1,368.00
Designer	0	\$90.00	\$0.00
Sr. CADD Technician	4	\$75.00	\$300.00
Secretary/Technical Assistant	16	\$65.00	\$1,040.00
			<u>\$5,132.00</u>

Expenses

Travel to/ from Airport (pre-bid meeting/bid -opening):	\$122.00
Printing, Copying, Postage & Shipping	\$32.00
	<u>\$154.00</u>

Sub-Total Bidding and Grant Award Phase

\$5,286.00

Phase / Activity

Hours Labor Rate Total

4. CONSTRUCTION ADMINISTRATION & CLOSE-OUT

Labor

Project Manager	4	\$168.00	\$672.00
Senior Engineer	8	\$135.00	\$1,080.00
Engineer	30	\$114.00	\$3,420.00
Designer	2	\$90.00	\$180.00
Sr. CADD Technician	0	\$75.00	\$0.00
Secretary	0	\$65.00	\$0.00
			<u>\$5,352.00</u>

Expenses

Travel to/from Airport (final walkthrough inspection)	\$61.00
	<u>\$61.00</u>

Sub-Total Construction Admin & Closeout

\$5,413.00

BASIC SERVICES - TOTAL LUMP SUM COMPENSATION

\$30,663.00

ATTACHMENT B-2

ENGINEER'S ESTIMATE OF COMPENSATION
SPECIAL SERVICES
WORK AUTHORIZATION NO. 14
MORRISTOWN REGIONAL AIRPORT
MORRISTOWN, TN
RUNWAY CRACK SEAL PROJECT

6-Jun-17

Total

1.SURVEY FOR DESIGN

Subcontracted Services

Ground Surveys - Lump Sum \$4,000.00

Consultant's Administrative Fee (10%)* \$400.00

Sub-Total Survey for Design

\$4,400.00

2.GEOTECHNICAL TESTING FOR DESIGN

Subcontracted Services- Allowance

Geotechnical Investigation - Lump Sum \$0.00

Consultant's Administrative Fee (10%)* \$0.00

Sub-Total Geotechnical for Design

\$0.00

** Administrative Fee of 10% of subcontracted services in accordance with Section II, Paragraph B of the Master Agreement.*

3. PART TIME INSPECTION

<u>Labor</u>	<u>Hours</u>	<u>Labor Rate</u>	<u>Total</u>
Inspector	128	\$75.00	\$9,600.00

Expenses

Lodging \$0.00

Vehicle Mileage (Assume 12 trips @ 110 miles/trip) \$752.00

Meals – per diem (Assume 12 days @ \$15/Day) \$180.00

Miscellaneous Expenses (Cell phone, Shipping, Copies) \$100.00

\$1,032.00

Sub-Total Part-Time Inspection

\$10,632.00

ATTACHMENT B-2

ENGINEER'S ESTIMATE OF COMPENSATION
SPECIAL SERVICES
WORK AUTHORIZATION NO. 14
MORRISTOWN REGIONAL AIRPORT
MORRISTOWN, TN
RUNWAY CRACK SEAL PROJECT

6-Jun-17

4. QUALITY ASSURANCE TESTING DURING CONSTRUCTION

Subcontracted Services - Allowance

QA Testing - Subgrade/Stone/Asphalt \$0.00

Consultant's Administrative Fee (10%)* \$0.00

Sub-Total Quality Assurance Testing **\$0.00**

** Administrative Fee of 10% of subcontracted services in accordance with Section II, Paragraph B of the Master Agreement.*

SPECIAL SERVICES - TOTAL NOT-TO-EXCEED COMPENSATION \$15,032.00

FEE SUMMAARY

BASIC SERVICES - LUMP SUM \$30,663.00
SPECIAL SERVICES - NOT TO EXCEED \$15,032.00

GRAND TOTAL \$45,695.00



Tennessee Valley Authority, 26 Century Boulevard, Nashville, Tennessee 37214

April 18, 2017

Contract No. 11870, Amendment No. 1

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

Dear Mr. Cox:

Upon acceptance, this letter will supplement and amend Contract No. 11870 between the City of Morristown (Grantee), and the Tennessee Valley Authority (TVA) whereby funding is being used to extend Progress Parkway from the existing termination to a temporary cul-de-sac in the vicinity of Lot #11 by constructing a 1,200 foot gravel industrial road and construction of a 1,750 foot gravel marketing road starting at Howard Allen Road to travel up the hill to a cul-de-sac in the vicinity of Lot #13. Accordingly, effective upon the acceptance date written herein, the parties agree as follows:

- A. Contract No. 11870 shall be amended by changing the second paragraph of section A to state the following:

"This Agreement is being entered into to set forth in writing the terms pursuant to which TVA will provide assistance to Grantee and to delineate the respective rights, duties, and obligations of Grantee and TVA concerning the Project. Grantee is responsible for abiding by conditions outlined in Categorical Exclusion Checklist (CEC) for Proposed TVA Actions #35908."

- B. Contract No. 11870 shall be amended by adding Section B.14 to state the following:

"Two trees suitable for use by summer roosting Indiana and northern long-eared bats which were identified within the project footprint (and marked in the field with blue and white flagging and shown on Figure 1 in CEC) must either be avoided during construction activities or be cleared between October 15 and March 31 in order to avoid impacts to these federally listed bat species. Dated photos of the downed trees must be provided to the TVA project lead as proof of adherence to this commitment no later than March 31, 2018."

- C. Except as herein supplemented and amended, the terms and conditions of Contract No. 11870 shall remain in full force and effect as the continuing obligations of the parties.

Mr. Anthony W. Cox
Page 2
April 18, 2017

If the foregoing correctly reflects our agreement, please execute your acceptance and return to:

Holly Jordan
TVA Economic Development
26 Century Boulevard, OCP 6D
Nashville, Tennessee 37214

If you have questions about this supplemental agreement, please call Holly Jordan at (615) 232-6036 or email hbjordan@tva.gov.

Accepted and agreed to this _____ day of _____, 2017

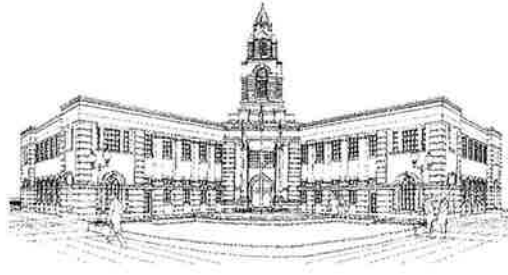
City of Morristown

By: _____

Sincerely,



John J. Bradley



Morristown City Council Agenda Item Summary

Date: June 11, 2017

Agenda Item: City Center Floor Restoration

Prepared by: Joey Barnard

Subject: Contract – City Center Floor Restoration

Background/History: The City Center building has approximately 3,800 square feet of Tennessee pink marble and black limestone flooring on the main floor, stairways, and landing. The flooring has lost its sheen, and several tiles have become loose requiring them to be re-set. It is the desire of the City of Morristown to restore the tile to its original sheen and properly intact to ensure the floors long life. Additionally, the City of Morristown wants to ensure that those tiles that have become loose do not pose a safety issue. Therefore, the City of Morristown is moving forward to secure the services on an entity that possesses the specialized skills to restore the tiles to the original beauty.

Findings/Current Activity: Bids for these services have been solicited on three (3) separate occasions. Each time, the bid was properly advertised, posted to the City of Morristown's website, and posted on Vendor Registry, an on-line bid facilitation website. Unfortunately, the City of Morristown never received a bid on these services. Therefore, it is the City of Morristown's desire to move forward on securing a contract for these services.

Financial Impact: The City of Morristown appropriated funds in the 2016-17 fiscal year budget to address this maintenance issue. Marblelife, an entity that specializes in the above services, has proposed to perform all necessary work for \$27,900. Sufficient funds have been appropriated should Council desire to move forward.

Action options/Recommendations: It is staffs' recommendation to approve the contract and allow the City Administrator to enter into contract with Marblelife for the above services.

Attachments: Contract

PROPOSAL

CONTRACT:

CONTACT: Joey Barnard
Phone: 423-585-4614
Fax: 423-585-4687
Email: jbarnard@mymorristown.com
100 W. 1st North St
Morristown, TN 37814

I. DESCRIPTION OF WORK SITE AND PROJECT

Work to be performed at the City Hall of Morristown Tennessee located at 100 W. 1st North Street. Work to be performed on the main level of City Hall, dual stair casing and landings leading to second level of building. Work to be performed on all continuous Tennessee Pink marble and black Limestone that runs throughout main level and also the Tennessee Pink marble that consists the dual stair casing and landings.

II. SERVICES TO BE PERFORMED

In the areas we process all wall and columns will be pre-taped with delicate adhering adhesive and plastic masking film to prevent splatter from staining walls. Stone floors will be cleaned to remove any debris, dirt, mud and outdoor contaminants. Next, a thorough inspection of the floor to determine any loose tiles and/or grout. Wet diamond grinding will follow to remove any damage created from scratches, abrasions, acidic chemicals, melting salts etc. A clean water rinse and extraction next. Once sufficient diamond grinding is determined we will proceed to use of polishing compounds to further increase clarity, introduce gloss and bring out the natural color of the stone. Once we determine the restorative elements are complete we will proceed to seal the stone with magnesium fluorosilicate, this helps preserve the stone and also increases the Coefficient of Friction during both dry and wet conditions. At this stage regrouting will take place for any missing grout. All of these steps will take place on the continuous marble and limestone on the main level which is approximately 3800 square feet, the level of the steps and its landings.

III. PRICING:

\$27,900

**** The executioner of this proposal must sign any change order before work can be started.**

IV. PAYMENT TERMS: 50 % Deposit, Net 15 days

Marblelife has the right to stop work should payments not be made within the agreed upon terms. Marblelife can keep the job idle until payments due are received. Failure to make payments within 5 days of the due date is a material breach of this agreement and shall entitle Marblelife to cease any further work.

*"Restoring & Maintaining the Natural Beauty of
YOUR Stone, Tile & Grout Surfaces"*

www.marblelife.com



The specific scope of work as identified by this proposal comprises the complete project as we bid it. Items not specifically addressed are not included. Work will not be scheduled until a signed proposal is received. Price is based on work performed, not amount of time or how many technicians are on the job. Price will remain the same no matter how long it takes to do the job.

MARBLELIFE, Inc.

Authorized Signature: _____
Title: _____
Date: _____

CUSTOMER NAME

Authorized Signature: _____
Title: _____
Date: _____

ADDITIONAL TERMS

VI. RESPONSIBILITIES OF THE CUSTOMERS

1. Customers will make work site available to MARBLELIFE on the days and times indicated in Section III of the work agreement. Customer will notify MARBLELIFE a minimum of 7 DAYS in advance if work site cannot be made available. If there is no notification, customer will still be charged for the day of service and other additional charges.
2. Customer will provide access and assistance to electrical resources, on-site parking, water, drain, at job site.
3. Customer will arrange necessary security at the work site to ensure workers are not interrupted during the performance of their duties.
4. Customer will remove all furniture, fixtures, rugs, and other obstacles from worksite before the work is performed and return them after each work session is complete.
5. MARBLELIFE is not responsible for any damage to woodwork during cleaning or stripping process. Any repainting that needs to be done will be customer's responsibility.

VII. MATERIALS SPECIFICATIONS

All material used in the performance of the work agreed upon in this work agreement will meet or exceed applicable industry standards. MDS sheets will be provided upon request for all chemicals used in the performance of the work.

MARBLELIFE ensures that these materials will meet Federal and State government standards and will meet Federal and State laws. These materials include, but are not limited to: Fungicide, Cleaning Chemicals, Polishes, Mastic, etc.

VIII. PERSONNEL QUALIFICATIONS

All work outlined in this agreement will be done by **MARBLELIFE** personnel. All personnel are trained by **MARBLELIFE** or its designee and are full capable of performing the work agreed upon. **MARBLELIFE** personnel will perform the work in a professional manner, will wear **MARBLELIFE** standard work attire, and will attempt to the best of their ability not to disrupt the normal activities of the customer.

IX. COMPLIANCE WITH THE LAWS

In execution of this agreement, MARBLELIFE will abide by all the existing laws, codes, rules, and regulations set forth by all relevant authorities having jurisdiction in the location of the work site.

X. CUSTOMER RIGHT TO INSPECT WORK

Customer reserves the right to inspect the work site determine that the quality of work is as agreed upon in this work agreement. This inspection shall take place at the conclusion of the performance of the work done by **MARBLELIFE** and after **MARBLELIFE** has notified the customer that said work has been completed. Customer shall have the right to inspect said work no later than the scheduled completion date indicated in the contract. In case of a long-term preservation agreement, the customer and **MARBLELIFE** shall agree in advance to regular quality audits.

XI. INSURANCE

All **MARBLELIFE** employees are covered by \$1,000,000.00 comprehensive general liability insurance, and have full Worker's Compensation coverage. It will take approximately 5 – 7 working days to process a Certificate of Insurance.

XII. THE MARBLELIFE GUARANTEE

Subject to limitations set forth under the **MARBLELIFE** Standard Terms and Conditions, the **MARBLELIFE** Inc. identified herein guarantees the results of the services performed, and if, within two (2) days after the performance of the services performed, the customer notifies the **MARBLELIFE** Inc. of dissatisfaction with the results of the services performed, the **MARBLELIFE** Inc. shall reapply the service during the next agreed upon service period or at another time mutually agreed upon, or shall refund the relevant portion of the service fee paid by customer.

Project Understanding

A detailed description of our Scope of Services, Fee, and Schedule are as follows:

McGill Associates, PA will assist the City of Morristown in the planning and preparation of construction documents for the extension of Progress Parkway and modifications to Howard-Allen Road per the approved TVA InvestPrep and Site Development Grant (SDG) funding applications. Under this Task Order, will provide general project coordination, topographical surveying, participation in design review meetings, final construction documents, permitting assistance, final opinion of project costs, and bid/award services. Construction phase services will be contracted after the anticipated July 1, 2017 formal SDG project notice to proceed.

Task 1 – Project Coordination

Participation in project kick-off meeting with City personnel and other pertinent project representatives, receipt/review/processing of City-provided project data (survey, plans, reports, grants, etc.), provide topographical field survey of the project corridor for design basis, and assist with monthly project status reports and invoicing.

Task 1.1 – Kick-off Meeting

Task 1.2 – Receipt, Review, and Processing of Project Data

Task 1.3 – Topographical Surveying

Task 1 Deliverables: *Meeting Minutes,
Monthly Project Status Updates (Schedule & Activities), and
Monthly Invoicing*

Task 2 – Permitting Assistance

Assistance with the preparation of City of Morristown Land Disturbance and Tennessee Department of Environment & Conservation (TDEC) NPDES Construction Site Stormwater Permitting, as necessary. McGill Associates will provide the necessary construction drawings, details, and specifications to the City for their personnel to use in the preparation and submittal of a Stormwater Pollution Prevention Plan (SWPPP) to TDEC and other necessary regulatory agencies.

Task 2 Deliverables: *Construction Drawings, Details, and Specifications.*

Task 3 – Design Services

Participation in one (1) preliminary and one (1) final design review meeting with City personal and other appropriate project representatives and preparation of final construction documents and opinion of probable cost for City review, approval, and bidding. Architectural design services are not included in this Task Order and, if necessary, will be provided under separate contract.

Task 3.1 – Design Review Meetings (2)

Task 3.2 – Final Construction Plans

Task 3.3 – Specifications

Task 3.4 – Final Engineer's Opinion of Probable Cost

*Task 3 Deliverables: Final Construction Plans (three hard copies and PDF format),
 Specifications (PDF format), and
 Final Engineer's Opinion of Probable Cost (PDF format)*

Task 4 – Bidding and Negotiation Services

Providing general bidding assistance, preparation of bid documents, bid administration (advertisement, pre-bid meeting, bid addenda, bid opening, bid tabulation, etc.), recommendation of award, and administration of contract services.

Task 4.1 – Contract/Bid Books

Task 4.2 – Bid Coordination

Task 4.3 – Bid Opening

Task 4.4 – Recommendation of Award

Task 4.5 – Contract Completion Coordination

*Task 4 Deliverables: Bid Book (one hard copy and PDF format),
 Plan Holders List (PDF format),
 Pre-Bid Meeting Agenda – As necessary (PDF format),
 Bid Opening Agenda (PDF format),
 Bid Tabulation (PDF format),
 Recommendation of Award Letter (PDF format), and
 Final Conformed Contract Documents (three hard copies and PDF format)*

Information Provided by the Engineer

McGill Associates will endeavor to provide the project deliverables described herein as shown below:

Schedule

Task	Milestone
Topographical Survey:	August 15, 2017
Final Design Submittal:	November 15, 2017
Bid & Award:	January 15, 2018

Please note that McGill Associates has no control over internal regulatory or funding agency review processes as they relate to permits, approvals, and the issuances of notices to proceed.

Fee and Expenses

The Owner will pay the Engineer, based on the breakdown below of Basic Services outlined above in the descriptions for Tasks #1-4, a lump sum fee of **\$42,355** in percentage of completion increments. The fee associated with each task shall be as follows:

Task #1	Project Coordination.....	\$ 13,280
Task #2	Permitting Assistance.....	\$ 3,940
Task #3	Design Services.....	\$ 16,015
Task #4	Bid & Negotiation Services.....	\$ 9,120

The planning / permitting / design / bidding lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.

All permitting, application, and similar project fees will be paid directly by the City of Morristown. McGill Associates will perform other services not outlined above in Tasks 1-4 only as approved under separate contract or amendment hereto.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the Engineers Joint Contract Documents Committee (EJCDC) Agreement: E-505, Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition. This exhibit is considered Task Order Number 003 for the above referenced contract. As used in the Agreement, “Engineer” shall refer to **McGill Associates, P.A.**, and “Owner” shall refer to the **City of Morristown, Tennessee**.

 X Please ONLY provide a hard copy invoice to the address listed above to the attention of _____
_____ Joey Barnard _____ or provide alternative address).

OWNER:

ENGINEER:

By: _____

By: Jamie Carden

Name: Tony Cox

Name: Jamie Carden, P.E.

Title: City Administrator

Title: Knoxville Office Manager

Date: _____

Date: 6/16/17

Engineer License or

Firm's Certificate Number: 2784

State of: Tennessee

DESIGNATED REPRESENTATIVE:

DESIGNATED REPRESENTATIVE:

Name: Joey Barnard

Name: John "Jake" Greear, P.E.

Title: Finance Director

Title: Project Manager

Address:

P. O. Box 1499

Morristown, Tennessee 37816-1499

Address:

2240 Sutherland Avenue, Suite 2

Knoxville, TN 37919

E-mail Address:

jbarnard@mymorristown.com

E-mail Address:

jake.greear@mcgillengineers.com

Phone: 423-581-0100

Phone: 865-540-0801

Fax: 423-585-4679

Fax: 865-595-4999



May 25, 2017

Via Certified Mail, Return Receipt Requested

City of Morristown
PO Box 1654
Morristown, TN 37816-1654
Attn: Michele Parvin, Revenue Office Manager

**RE: Lease between City of Morristown and AmeriGas Propane,
L.P. for property at 321 Hamblen Ave., Morristown, TN**

Dear Ms. Parvin:

Our records indicate that the above-referenced Lease expires on June 30, 2017. AmeriGas Propane, L.P. would like to extend the Lease Agreement for an additional five (5) year tenancy. The renewal period will begin on July 1, 2017 and terminate on June 30, 2022. All other terms and conditions of the Lease Agreement will remain in full force and effect.

If you are agreeable to extending the Lease Agreement as outlined above, please sign the duplicate original of this letter and return to me.

Should you have any questions or concerns regarding this notice, please contact our local Area Director, John Holland at (336) 817-0336.

Sincerely,

Lauren Docktor
Legal Intern

**ACCEPTED AND AGREED
CITY OF MORRISTOWN**

By: _____
Name: _____
Title: _____
Date: _____

cc: *via email*
Mary Banks, Senior Paralegal
John Holland, Area Director
Audre Mironas, Insurance
Genie Prestler, AP
Bobbi Hartung, Tax



May 25, 2017

Via Certified Mail, Return Receipt Requested

City of Morristown
PO Box 1654
Morristown, TN 37816-1654
Attn: Michele Parvin, Revenue Office Manager

**RE: Lease between City of Morristown and AmeriGas Propane,
L.P. for property at 321 Hamblen Ave., Morristown, TN**

Dear Ms. Parvin:

Our records indicate that the above-referenced Lease expires on June 30, 2017. AmeriGas Propane, L.P. would like to extend the Lease Agreement for an additional five (5) year tenancy. The renewal period will begin on July 1, 2017 and terminate on June 30, 2022. All other terms and conditions of the Lease Agreement will remain in full force and effect.

If you are agreeable to extending the Lease Agreement as outlined above, please sign the duplicate original of this letter and return to me.

Should you have any questions or concerns regarding this notice, please contact our local Area Director, John Holland at (336) 817-0336.

Sincerely,

A handwritten signature in blue ink that appears to read "Lauren Docktor".

Lauren Docktor
Legal Intern

**ACCEPTED AND AGREED
CITY OF MORRISTOWN**

By: _____
Name: _____
Title: _____
Date: _____

cc: *via email*
Mary Banks, Senior Paralegal
John Holland, Area Director
Audre Mironas, Insurance
Genie Prestler, AP
Bobbi Hartung, Tax



Morristown City Council Agenda Item Summary

Date: June 11, 2017

Agenda Item: Request for Proposals - Curbline Maintenance

Prepared by: Joey Barnard

Subject: Potential Contract – Curbline Maintenance

Background/History: City Council has identified the necessity to address its curbline maintenance program. The City of Morristown desires to have work performed to address the grass and weeds that exist between the curbing and street. The program will include the collection of litter/garbage, mowing, trimming and weed abatement. The program will begin on all major streets with the possibility of expanding to other streets within the City of Morristown. Therefore, the City of Morristown desires to move forward and explore the possibility of securing the services of an entity that possesses the skills to address this issue.

Findings/Current Activity: Request for Proposals for these services have been solicited. The most recent attempt was advertised in the *Citizen Tribune* and the *Knoxville News Sentinel*. Additionally, it was posted to the City of Morristown's website, and it was posted on Vendor Registry, an on-line bid facilitation website. The City of Morristown received two (2) proposals.

Financial Impact: Funds for this service have NOT been appropriated in the 2017-18 fiscal year budget to address this maintenance issue. All Seasons Lawn Care & Landscaping submitted a proposal totaling \$12,180 per each occurrence on the requested streets with alternative pricing structure of \$600 per mile. They did not recommend the number of occurrences that would be needed during the one-year contract. L&B Landscaping & Property Management submitted a proposal totaling \$16,380 per each occurrence on the requested streets with alternative pricing structure that equates to \$390 per mile. They recommended a total of three (3) occurrences during the one-year contract.

Action options/Recommendations: Should Council desire to appropriate funds, it is staffs' recommendation to approve Tony Cox, City Administrator, to enter negotiations and into a contract with L&B Landscaping & Property Management for the above services. Please note this was a request for proposal and not a bid. Therefore, the recommendation is not based on price alone, but is based on all items submitted in the proposal.

Attachments: City Map

[Return to Agenda](#)



Curb Street Maintenance

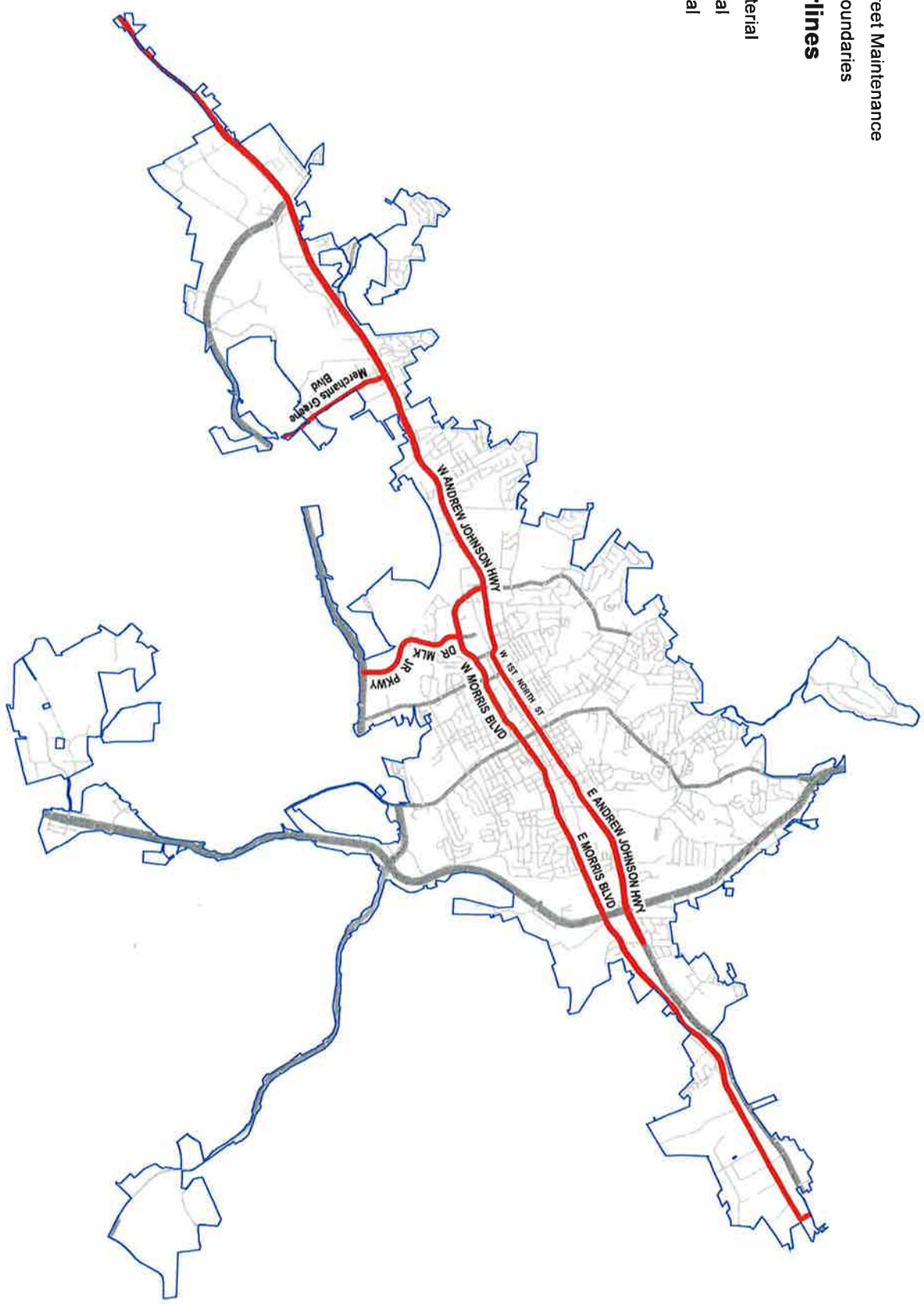


Legend

- Curbline Street Maintenance
- Municipal Boundaries

Road Centerlines

- Roads
- Principal Arterial
- Major Arterial
- Minor Arterial



[Return to Agenda](#)

DISCLAIMER

This map product was prepared from a Geographic Information System established by the City of Morristown for its internal purposes only, and was not designed or intended for general use by members of the public. The City of Morristown, its employees, agents, and personnel are not liable or are responsible for any errors or mistakes that may be on this map. Further, the City of Morristown, its employees, agents, and personnel, make no representation or warranty as to its accuracy, and in particular, its accuracy as to labeling, dimensions, contours, property boundaries, or placement or location of any map features associated with this map.



TO: Mayor and City Council

FROM: Administration

RE: Tennessee Department of Health Mosquito Control Grant Opportunity

DATE: June 16, 2017

The Tennessee Department of Health has announced a one-time grant opportunity to government entities for mosquito control activities. The TN Department of Health's grant funds may be used to purchase mosquito traps, equipment pesticides, supplies for submitting samples for testing, other expendables, and temporary seasonal hires.

Staff is recommending Council approval of the TN Department of Health grant application in the total amount of \$10,000.



Department of
Health

Grant Opportunity!

What: TDH is offering a limited number of one-time grants to government entities for mosquito control activities. Entities with large populations (>90,000) may receive up to \$100,000. Entities with smaller populations may receive up to \$40,000. Funds may be used to purchase mosquito traps, equipment, pesticides, supplies for submitting samples for testing, other expendables, and temporary seasonal hires.

Why: With mosquito-borne viruses on the rise, TDH is encouraging government entities in developing or strengthening mosquito control programs to protect their communities from mosquito-borne diseases

Who: Counties and municipalities may apply. Grants are intended to support activities to develop vector control programs that may be sustained with local resources after this one-time funding.

When: Applications are due June 23rd, 2017.

How: Applicants must fill out an online application form. Priority will be given to entities demonstrating:

1. Plans for mosquito control program with the requested budget.
2. Commitment to attend training sessions given by TDH.
3. Plans to submit mosquito samples to TDH for species identification and viral testing.
4. Plans to work with local health departments to communicate control activities.

Timetable & Professional Fees

Below is an estimate of the time frame to create OPEB Plan supporting documents in compliance with GASB 74 and GASB 75. This time frame is our standard schedule. We can generally be flexible in our scheduling to meet your specific needs.

Description of Service	Time Frame
Step 1: Collection of data. Determine, with management, assumptions appropriate for the structure of the OPEB Plan Document and the OPEB Funding Policy.	2-6 weeks
Step 2: Preparation of the OPEB Plan Document and OPEB Funding Policy.	4 weeks upon receipt of all necessary data
Step 3: In compliance with GASB 74, presentation of the OPEB Plan Document. In compliance with GASB 75, presentation of the OPEB Funding Policy.	GASB 74/GASB 75 Effective Dates
Step 4: Formal execution of the OPEB Plan Document and OPEB Funding Policy.	TBD

The costs associated with the valuation reflect the number of participants involved and the complexity of the plans. Based on the project described in this proposal, our fees are estimated below. However, if the scope of the project is expanded, we will provide fee estimates before we continue. Our standard policy requires that 50% of the estimated fee is payable at the start of the project and the balance upon completion. We would be happy to discuss alternative billing arrangements to suit your needs. The fees set forth are good for a 60-day period.

Service	Set-Up Fees	Fees	Other Charges
OPEB Plan Document and OPEB Funding Policy	Waived	Time & expense not to exceed \$1,500	N/A

Proposal Acceptance

We appreciate the opportunity to submit this proposal to provide City of Morristown with our Post-Retirement Health and Welfare Benefit Services. If you would like clarification on any point in this proposal or have any questions, we would welcome the opportunity to be of assistance. If you agree with the terms of this proposal, please sign and return a copy of this page to USI Consulting Group.

USI Consulting Group

City of Morristown



Morristown City Council Agenda Item Summary

Date: June 16, 2017

Agenda Item: Bid - Sidewalks

Prepared by: Joey Barnard

Subject: Awarding of Bid – Sidewalk

Background/History: The City of Morristown has identified the necessity to address repairs and maintenance to sidewalks. The installation and/or replacement, removal and restoration of sidewalks is to be conducted in compliance with all federal, state, and local laws and regulations. The bid sought was for a period of one (1) year.

Findings/Current Activity: The bid for these services were solicited. The bids were advertised in the *Citizen Tribune* on June 2, 2017 and on June 7, 2017. Additionally, it was posted to the City of Morristown's website, and it was posted on Vendor Registry, an on-line bid facilitation website. The City of Morristown received two (2) bids.

Financial Impact: Funds for this service have been appropriated in the 2017-18 fiscal year budget to address this maintenance issue. The City of Morristown anticipates expending \$180,000 on sidewalk maintenance in the 2017-18 fiscal year. It should be noted that based on the amount submitted and the variance between the two amounts that item number 701-01.10 was rejected from both bidders. The remaining items were totaled to determine the overall low bid.

Action options/Recommendations: It is staffs' recommendation to accept the best and lowest bid from Summers-Taylor, Inc.

Attachments: Bid Tabulation

City of Morristown
Sidewalk Bid Tabulation
Friday, June 16, 2017 10:00 a.m.

Bidder	Unit	Summers-Taylor	Herreo
202-03 Removal of Rigid Pavement, Etc.	Square Yard	\$ 20.50	\$ 39.00
202-08.10 Removal of Curb	Linear Foot	\$ 7.22	\$ 8.00
202-08.15 removal of Curb & Gutter	Linear Foot	\$ 7.22	\$ 10.00
303-01 Mineral AGG., Type A Base, Grading D	Ton	\$ 72.00	\$ 85.00
701-01.01 Concrete Sidewalk (4")	Square Foot	\$ 8.00	\$ 11.75
701-01.10 Concete (MISC)	Cubic Yard	rejecting	rejecting
701-02.01 Concrete Curb Ramp (Retrofit)	Square Foot	\$ 22.25	\$ 34.00
701-02.03 Concrete Curb Ramp	Square Foot	\$ 19.50	\$ 24.00
701-01.02 Concrete Curb (6")	Linear Foot	\$ 12.50	\$ 15.00
702-03 Concrete Combined Curb & Gutter (24')	Linear Foot	\$ 42.00	\$ 35.00
716-10.30 Truncated Dome Detectable Warning Mat	Square Foot	\$ 46.00	\$ 48.00
920-10.02 Sidewalk Subgrade Preparation	Square Yard	\$ 38.00	\$ 22.50
Total		\$ 295.19	\$ 332.25



Morristown City Council Agenda Item Summary

Date: June 20, 2017

Agenda Item:

Prepared by: Michael Hamrick

Subject: Geographic Information System (GIS) Software

Background / History: The establishment of the Morristown Hamblen GIS Steering Committee (MHGIS) provides an agreement in reference to GIS resource sharing and technical system requirements. This agreement states that software licenses be held by the GIS Manager and funded through MHGIS.

Findings / Current Activity: This agenda item facilitates the single, all inclusive license under MHGIS. This license structure will ease the burden of administering multiple licenses while allowing increased adoption of the software.

Financial Impact: The Regional Government Enterprise License Agreement (ELA) from our software provider is contracted annually over a three year term. This \$50,000.00 is a continuation of the original agreement.

Action options / Recommendations: This software license agreement will allow MHGIS to continue to move towards its objectives of minimizing redundant database entries, map revisions, and other duplications of effort in the most practical and cost-effective method. Furthermore, it will allow MHGIS to expand the adoption of GIS technology into additional departmental operations through an unlimited number of desktop software licenses.

Attachments: ESRI Quote #XXXXXX



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.*

Quote is valid from: 06/14/2017 To: 09/12/2017

Quotation # 20509578

Date: June 14, 2017

Customer # 495642 Contract #

Morristown Hamblen GIS Steering Committee
100 W 1st North St
Morristown, TN 37814

ATTENTION: Michael Hamrick

PHONE: (423) 585-2793

FAX: (423) 585-2793

Material	Qty	Description	Unit Price	Total
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	50,000.00	50,000.00
Item Total:				50,000.00
Subtotal:				50,000.00
Sales Tax:				0.00
Estimated Shipping & Handling(2 Day Delivery) :				0.00
Contract Pricing Adjust:				0.00
Total:				\$50,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Keith Cooke Jr

Email: kcooke@esri.com

Phone: (909) 793-2853 x4419

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
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Quotation # 20509578

Date: June 14, 2017

Customer # 495642 Contract #

Morristown Hamblen GIS Steering Committee
100 W 1st North St
Morristown, TN 37814

ATTENTION: Michael Hamrick
PHONE: (423) 585-2793
FAX: (423) 585-2793

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Keith Cooke Jr

Email: kcooke@esri.com

Phone: (909) 793-2853 x4419

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630



Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

Esri Use Only:

Cust. Name _____

Cust. # _____

PO # _____

Esri Agreement # _____

**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)**

This Agreement is by and between the organization identified in the Quotation ("Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
Schematics, ArcGIS Workflow Manager, ArcGIS Data
Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
(Advanced and Standard)
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
Workflow Manager

Enterprise optional servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
Spatial Analyst, ArcGIS Engine Geodatabase Update,
ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) annual Professional subscription to ArcGIS
Developer*
Two (2) Esri CityEngine Advanced Single Use Licenses
250 Level 1 ArcGIS Online Named Users
250 Level 2 ArcGIS Online Named Users
37,500 ArcGIS Online Service Credits
250 Level 1 ArcGIS Enterprise Named Users
250 Level 2 ArcGIS Enterprise Named Users
5 Insights for ArcGIS

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

* Maintenance is not provided for these items

**Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Customer's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means the applicable license agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri license agreement that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support. Customer will receive Tier 2 Support from Esri.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed during the Term of Agreement, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each additional year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each additional year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Purchase Order

CITY OF MORRISTOWN PURCHASING DIRECTOR

P.O. Box 1499

Morristown, TN 37815-0647

Phone: (423) 585-4622 Fax: (423) 585-4687

Fiscal Year 2017

Page 1

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

Purchase Order # **17002791-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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A.M. SURVEYING, INC
4669 FOWLER DRIVE

MORRISTOWN, TN 37814

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City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN

37813

Vendor Phone Number		Vendor Fax Number		Requisition Number 17003187		Delivery Reference/Contact Ashley Ahl			
Date Ordered 06/13/17		Vendor Number 007583		Date Required		Interoffice Delivery		Department/Location 41610	
Item#	Description/Part No.			Qty/Unit	Cost Each		Extended Price		
001	ORIGINAL			1.00	14500.00000		14,500.00		
				EACH					
	Land Survey for Old Morrisotwn College Site 91150-399-1707			14,500.00					
					PO Total		14,500.00		

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

Authorized Signature

Date

VENDOR COPY

Authorized Signature

Date
[Return to Agenda](#)

A.M. Surveying, INC.

4669 Fowler Dr.
Morristown, TN 37814
Phone (423) 317-9825 • Fax (423) 317-9826

Land Surveyors

Richard L. Kent • TN Lic. #2040

TO: City of Morristown

ORDERED BY: Proposal / Bid DATE: 06/09/2017

DESCRIPTION	AMOUNT
Survey, topo and items outlined in email for Old Morristown College site	14,500.00
Total	\$14,500.00
DWG	

Terms, All accounts are due on receipt of our invoice and not later than the 10th of the month. A SERVICE CHARGE of 1-1/2% (18% APR) will be ADDED to all PAST DUE ACCOUNTS (over 30 days) and is considered as part of your balance. If this account is collected by an attorney, by suite or otherwise, the BUYER assumes all costs of collection including attorney's fees equal to 25% of the amount past due.

[Return to Agenda](#)

Purchase Order

CITY OF MORRISTOWN

PURCHASING DIRECTOR

P.O. Box 1499

Morristown, TN 37815-0647

Phone: (423) 585-4622 Fax: (423) 585-4687

Fiscal Year 2017

Page 1

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

Purchase
Order #

17002662-00

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

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MUNICIPAL EMERGENCY SERVICES, INC.
6701-C NORTHPARK BLVD

CHARLOTTE, NC 28216

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City of Morristown
400 Dice Street
aahl@mymorristown.com
Morristown, TN

37813

Vendor Phone Number 800-868-8584		Vendor Fax Number 704-599-4605		Requisition Number 17003051		Delivery Reference/Contact EDITH SHERLES			
Date Ordered 05/11/17		Vendor Number 003573		Date Required		Interoffice Delivery		Department/Location 42240	
Item#	Description/Part No.				Qty/Unit	Cost Each	Extended Price		
001	REPRINT				332.00	44.00000	14,608.00		
	HS2728 Custom VF Imagewear Men's New Dimension Plus Cargo Pants Dark Navy, Sizes vary and will be supplied to vendor 42240-226				EACH 14,608.00				
						PO Total	14,608.00		

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

Authorized Signature

Date

VENDOR COPY

Authorized Signature

Date

[Return to Agenda](#)



From the Desk of

Debbie Stamey

Deputy Clerk/Executive Assistant

(423) 585-4603

e-mail dstamey@mymorristown.com

TO: Mayor and City Council

RE: APPOINTMENT OF BOARD/COMMISSION MEMBER(S)

DATE: June 16, 2017

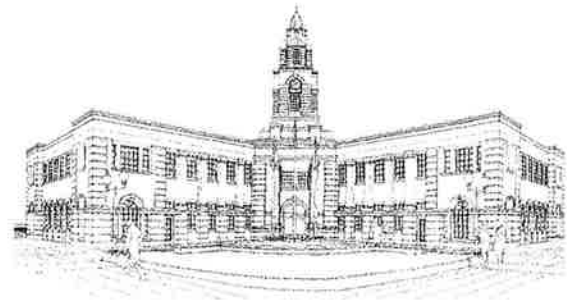
We have received the following nominations from the Morristown-Hamblen Library Board Nominating Committee: these appointments will be for three (3) year terms to expire on July 1, 2020.

- Dr. Alpha Alexander
- Kay Senter, Vice Mayor/City Councilmember

Terms expiring; Bill Brittain and Ann Cranford who are both serving their third and final term.

Morristown Police Department

ROGER OVERHOLT
Chief of Police



June 13, 2017

Mayor and Councilmembers:

I have completed a background check on Ashish R. Patel D.O.B. 05/31/1970 for the purpose of signing a Certificate of Compliance for the retail package store that is currently doing business as Cork & Keg Package Store located at 2304 Morningside Drive.

Based on my investigation, it is my belief that Mr. Patel has not been convicted of a felony in the ***last 10 years***. You can feel confident in signing the Certificate of Compliance as a careful background check was conducted.

If you have any further questions, please feel free to contact me at (423)318-1552.

Respectfully,

Lt. Billy Gulley

Lt. Billy Gulley,
Support Services Supervisor
Morristown Police Department

cc: Roger D. Overholt, Chief of Police
file

CITY OF MORRISTOWN
100 W 1ST NORTH ST
MORRISTOWN TN 37814-1499

RECPT#: 523822

06/12/17 14:38 2842bstua

CUSTOMER#:0

NAME:

APP FOR CERT OF COMP

CHG: 808

BEER BOND

250.00

PAID AMT

25 PAID BY NAME

ASHISH R PATEPAY METHOD
CHECK

221207

AMT TENDERED:

AMT APPLIED:

CHANGE:

250.00

250.00

AFFIDAVIT OF PUBLICATION

STATE OF TENNESSEE

COUNTY OF HAMBLLEN

R. Michael Fishman

Printed Name

Personally appeared before the undersigned authority and made oath that he is the Editor and Publisher of the Citizen Tribune and that the attached item was published in said newspaper on the following dates:

6/8/2017, 6/9/2017, 6/11/2017.

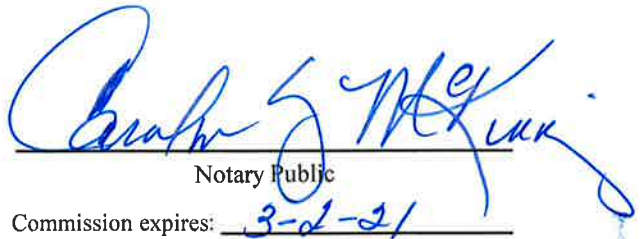
Signed



Name of Account: Cork & Keg New Owner (03)

Order Number: 22118713

Sworn to, and subscribed before me at Morristown, TN, this 12 th day of June, 2017.



Notary Public

Commission expires:

3-2-21



Page : 1 of 2 06/12/2017 14:11:42
Order Number : 22118713
PO Number :
Customer : 21898607 Cork & Keg New Owner (03)
Contact : Bartley Thorton
Address1 : 1445 Robert Ridge Rd
Address2 :
City St Zip : Sevierville TN 37862
Phone : (865) 385-9690
Fax :
Printed By : CT Evelyn Hoard
Entered By : ctadtaker3
Keywords : Liquor Lis. (Ashish)
Notes :
Zones :

Ad Number : 22187842
Ad Key :
Salesperson : 03 - Tiffany Dalton
Publication : Citizen Tribune
Section : Classified Section
Sub Section : Classified Section
Category : Public Notices-130
Dates Run : 06/08/2017-06/11/2017
Days : 3
Size : 1 x 10.51, 109 lines
Words : 204
Ad Rate : Open
Ad Price : 261.60
Amount Paid : 261.60
Amount Due : -0.00

PUBLIC NOTICE

RETAIL LIQUOR LICENSE NOTICE

Take notice that Ashish R. Patel 1445 Robert Ridge Road, Sevierville, TN 37862 has applied to the City of Morristown for Certification of Compliance and will apply or has applied to the Tennessee Alcoholic Beverage Commission (ABC) at Nashville for a Retail Liquor License for formally Cork & Keg, 2304 Morningside Drive Morristown, Tennessee 37814 to Bartley Thornton d/b/a Cork & Keg, 2304 Morningside Drive Morristown, Tennessee 37814.

All persons wishing to be heard on the Certificate of Compliance may personally or through counsel appear or submit their views in writing to: The Morristown City Council on June 20, 2017 at 5:00 p.m. in

Order Number	:	22118713	Ad Number	:	22187842
PO Number	:		Ad Key	:	
Customer	:	21898607 Cork & Keg New Owner (03)	Salesperson	:	03 - Tiffany Dalton
Contact	:	Bartley Thorton	Publication	:	Citizen Tribune
Address1	:	1445 Robert Ridge Rd	Section	:	Classified Section
Address2	:		Sub Section	:	Classified Section
City St Zip	:	Sevierville TN 37862	Category	:	Public Notices-130
Phone	:	(865) 385-9690	Dates Run	:	06/08/2017-06/11/2017
Fax	:		Days	:	3
	:		Size	:	1 x 10.51, 109 lines
	:		Words	:	204
Printed By	:	CT Evelyn Hoard	Ad Rate	:	Open
Entered By	:	ctadtaker3	Ad Price	:	261.60
	:		Amount Paid	:	261.60
Keywords	:	Liquor Lis. (Ashish)	Amount Due	:	-0.00
Notes	:				
Zones	:				

Council Chambers
located at 100
West 1st North
Street, Morristown,
Tennessee 37814.

Commission will
consider the appli-
cation at a later
date to be set by
the Tennessee Al-
coholic Beverage
Commission in
Nashville, Tennes-
see. Interested per-
sons may person-
ally or through
counsel submit
their views in writ-
ing by the hearing
date to be sched-
uled by the TABC.
(Rule 0100-03-09,
continued). Any-
one with questions
concerning this ap-
plication or the
laws relating to it
may call or write
the Alcoholic Bev-
erage Commission
at 4420 Whittle
Springs Rd, Knox-
ville, TN 37917,
(865) 594-6342.

Run Dates: 6/8/17,
6/9/17, & 6/11/17



Ashish Patel <3859690@gmail.com>

Certificate of Compliance

Debra Stamey <dstamey@mymorristown.com>
To: Ashish Patel <3859690@gmail.com>
Cc: Billy Gulley <bgulley@mymorristown.com>

Fri, Jun 2, 2017 at 2:46 PM

City Council meets on the 1st and 3rd Tuesday of each month, there will be no meeting July 4th due to the holiday.

If you want to be placed on the June 20, 2017, agenda we would need all of the following information submitted 7 days prior to the meeting; June 13, 2017:

- Complete Certificate of Compliance Application along with application fee of \$250 payable to the City of Morristown
- Affidavit of publication and copies of the ad that ran in the paper for 3 consecutive days
- Copy of the offer to purchase the business

Please let me know if you have any additional questions,

Debbie Stamey

Deputy Clerk/Executive Assistant

City of Morristown

From: Ashish Patel [mailto:3859690@gmail.com]
Sent: Friday, June 2, 2017 2:32 PM
To: Debra Stamey <dstamey@mymorristown.com>
Subject: Certificate of Compliance

[Quoted text hidden]



COMMERCIAL PURCHASE AND SALE AGREEMENT

1. **Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer Patel & Tailor and or Assigns ("Buyer") agrees to buy and the undersigned seller MBA ("Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows: All that tract of land known as: 2304 Morningside Drive (Address) Morristown (City), Tennessee, 37814-5518 (Zip), as recorded in Hamblen County Register of Deeds Office, 442 deed book(s), 262 page(s), and/or instrument no. and as further described as: Tax ID Parcel 034F I 001.00 & 002.00 together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property", as more particularly described in Exhibit "A" or if Exhibit A is not attached as is recorded with the Register of Deeds of the county in which the Property is located and is made a part of this Commercial Purchase and Sale Agreement ("Purchase and Sale Agreement" or "Agreement") by reference.

2. **Purchase Price.** The total purchase price for the Property shall be Six Hundred Twenty Thousand U.S. Dollars, (\$ 620,000.00) ("Purchase Price"), and is subject to all prorations and adjustments and shall be paid by Buyer at the Closing by cash, a Federal Reserve Bank wire transfer of immediately available funds, cashier's check or certified check.

3. **Earnest Money/Trust Money.** Buyer has paid or will pay within 3 business days after the Binding Agreement Date, the sum of \$ 10,000.00 with Re/Max Real Estate Tenn ("Holder") located at 4780 West Andrew Johnson Hwy Morristown TN 37814 (Address of Holder). Additional Earnest Money/Trust Money, if any, to be tendered and applied as follows: NA

This sum ("Earnest Money/Trust Money") is to be applied as part of the Purchase Price at Closing.

A. Failure to Receive Earnest Money/Trust Money. In the event Earnest Money/Trust Money is not timely received by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason by the financial institution from which it is drawn, Holder shall promptly notify Buyer and Seller. Buyer shall have three (3) business days after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds to Holder, this Agreement shall automatically terminate and Holder shall notify the parties of the same. Holder shall disburse Earnest Money/Trust Money only as follows:

- (a) at Closing to be applied as a credit toward Buyer's Purchase Price;
- (b) upon a subsequent written agreement signed by Buyer and Seller; or
- (c) as set forth below in the event of a dispute regarding Earnest Money/Trust Money.

No party shall seek damages from Holder, nor shall Holder be liable for any such damages, and all parties agree to defend and hold harmless Holder for any matter arising out of or related to the performance of Holder's duties hereunder.

B. Disputes Regarding Earnest Money/Trust Money. In the event Buyer or Seller notifies Holder of a dispute regarding disposition of Earnest Money/Trust Money that Holder cannot resolve, Buyer and Seller agree to interplead Earnest Money/Trust Money into a court of competent jurisdiction. Holder shall be reimbursed for, and may deduct from: any funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder, and upon

payment of such funds into the court clerk's office, Holder shall be released from all further liability in connection with the funds delivered.

4. Inspection. Prior to Closing, Buyer and Buyer's agents shall have the right to enter upon the Property at Buyer's expense and at reasonable times to inspect, survey, examine, and test the Property as Buyer may deem necessary as part of Buyer's acquisition of the Property. Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection. Buyer shall indemnify and hold Seller and all Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property arising out of or related to the exercise of Buyer's rights hereunder. Buyer shall have 30 days after the Binding Agreement Date ("Due Diligence Period") to evaluate the Property, the feasibility of the transaction, the availability and cost of financing, and any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right to terminate this Agreement upon notice to Seller if Buyer determines, based on a reasonable and good faith evaluation of the above, that it is not desirable to proceed with the transaction, and Buyer will be entitled to a refund of the Earnest Money/Trust Money. Within 5 days after the Binding Agreement Date, Seller shall deliver to Buyer copies of the materials concerning the Property referenced in Exhibit "B" (collectively "Due Diligence Materials"), which materials shall be promptly returned by Buyer if Agreement does not Close for any reason. If Buyer fails to timely notify Seller that it is not proceeding with the transaction, Buyer shall waive its rights to terminate this Agreement pursuant to this paragraph.

5. Title.

A. Warranties of Seller. Seller warrants that at Closing Seller shall convey good and marketable, fee simple title to the Property to Buyer, subject only to the following exceptions ("Permitted Exceptions"):

- (1) Liens for ad valorem taxes not yet due and payable.
- (2) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Issues and Objections paragraph below. "Good and marketable, fee simple title" with respect to the Property shall be such title:
 - (a) as is classified as "marketable" under the laws of Tennessee; and
 - (b) as is acceptable to and insurable by a title company doing business in Tennessee ("Title Company"), at standard rates on an American Land Title Association Owner's Policy ("Title Policy").

B. Title Issues and Objections. Buyer shall have 5 days after the Binding Agreement Date to furnish Seller with a written statement of any title objections, UCC-1 or UCC-2 Financing Statements, and encroachments, and other facts affecting the marketability of the Property as revealed by a current title examination. Seller shall have 3 days after the receipt of such objections (the "Title Cure Period") to cure all valid title objections. Seller shall satisfy any existing liens or monetary encumbrances identified by Buyer as title objections which may be satisfied by the payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding sentence, if Seller fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with evidence of Seller's cure satisfactory to Buyer and to Title Company), then within five (5) days after the expiration of the Title Cure Period, Buyer may as Buyer's sole remedies: (1) rescind the transaction contemplated hereby, in which case Buyer shall be entitled to the return of Buyer's Earnest Money/Trust Money; (2) waive any such objections and elect to Close the transaction contemplated hereby irrespective of such title objections and without reduction of the Purchase Price; or (3) extend the Closing Date period for a period of up to fifteen (15) days to allow Seller further time to cure such valid title objections. Failure to act in a timely manner under this paragraph shall constitute a waiver of Buyer's rights hereunder. Buyer shall have the right to reexamine title prior to Closing and notify Seller at Closing of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.

6. Closing.

A. Closing Date. This transaction shall be consummated at the office of Heartland Title Company on July 31, 2017, (the "Closing Date") or at such other time and place(s) the parties may agree upon in writing.

B. Possession. Seller shall deliver possession and occupancy of the Property to Buyer at Closing, subject only to the rights of tenants in possession and the Permitted Exceptions.

7. Seller's Obligations at Closing. At Closing, Seller shall deliver to Buyer:

- (a) a Closing Statement;

(b) deed (mark the appropriate deed below)

- ☒ General Warranty Deed ☐ Special Warranty Deed
☐ Quit Claim Deed ☐ Other: _____

(c) all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to Buyer the Title Policy including, without limitation, a title affidavit from Seller to Buyer and to the Title Company in the form customarily used in Tennessee commercial real estate transactions so as to enable the Title Company to issue Buyer the Title Policy with all standard exceptions deleted and subject only to Permitted Exceptions; and

(d) evidence reasonably satisfactory to Buyer at Closing of all documents/items indicated in Exhibit "C", if any (all documents to be delivered by Seller under this paragraph, including all documents/items indicated in Exhibit "C" are collectively "Seller's Closing Documents").

8. Conditions to Closing.

1. Buyer to obtain approval from the City of Morristown and The State of Tennessee Alcohol Beverage Commission prior to closing.

9. Costs.

A. Seller's Costs. Seller shall pay all existing loans and/or liens affecting the Property; the cost of recording any title curative documents, including without limitation, satisfactions of deeds to secure debt, quitclaim deeds and financing statement termination; any accrued and/or outstanding association dues or fees; fee (if any) to obtain lien payoff/estoppel letters/statement of accounts from any and all associations, property management companies, mortgage holders or other liens affecting the Property; all deed recording fees; the fees of Seller's counsel and, if checked, ☐ all transfer taxes, otherwise Buyer is responsible for transfer taxes.

In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property Tax Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected from Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA, Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject to FIRPTA. *It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax matters.*

B. Buyer's Costs. Buyer shall pay the cost of Buyer's counsel and consultants; any costs in connection with Buyer's inspection of the Property and any costs associated with obtaining financing for the acquisition of the Property (including any intangibles tax, all deed recording fees and the cost of recording Buyer's loan documents.)

C. Additional Costs. In addition to the costs identified above, the following costs shall be paid by the parties hereto as indicated below:

<u>Item to be Paid</u>	<u>Paid by Seller</u>	<u>Paid by Buyer</u>
Survey	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Title Examination	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Premium for Standard Owner's Title Insurance Policy	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other: <u>Any and All Liscenses</u>	<input type="checkbox"/>	<input type="checkbox"/>
Other: <u>Inventory Count</u>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>

10. Taxes and Prorations. Real estate taxes on the Property for the calendar year in which the Closing takes place shall be prorated as of 12:01 a.m. local time on the Closing Date. Seller shall be responsible (even after Closing) for paying all taxes (including previous reassessments) on the Property for the time period during which Seller owned the Property and shall indemnify the Buyer therefore. In addition, the following items shall also be prorated as of 12:01 a.m. local time on the Closing Date [Select only those that apply to this transaction; the items not checked do not apply to this Agreement]:

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- 146 ☒ Utilities ☒ Service Contracts ☐ Tenant Improvement Costs
 147 ☐ Rents ☐ Leasing Commissions ☐ Other: _____
 148 ☐ Other: _____ ☐ Other: _____

149 **11. Representations and Warranties.**

150 **A. Seller's Representations and Warranties.** As of the Binding Agreement Date and the Closing Date, Seller
 151 represents and warrants to Buyer that Seller has the right, power, and authority to enter into this Agreement and to
 152 convey the Property in accordance with the terms and conditions of this Agreement. The persons executing this
 153 Agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this
 154 Agreement and shall have the right, power, and authority to enter into this Agreement and to bind Seller. Seller also
 155 makes the additional representations and warranties to Buyer, if any, as indicated on Exhibit "D".

156 **B. Buyer's Representations and Warranties.** As of the Binding Agreement Date and the Closing Date, Buyer
 157 represents and warrants to Seller that Buyer has the right, power, and authority to enter into this Agreement and to
 158 consummate the transaction contemplated by the terms and conditions of this Agreement. The persons executing
 159 this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this
 160 Agreement and shall have the right, power, and authority to enter into this Agreement and bind Buyer. Upon
 161 Seller's request, Buyer shall furnish such documentation evidencing signor's authority to bind Buyer.

162 **12. Agency and Brokerage.**

163 **A. Agency.**

- 164 (1) In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and,
 165 where the context would indicate, the Broker's affiliated licensees. No Broker in this transaction shall owe any
 166 duty to Buyer or Seller greater than what is set forth in their brokerage engagements, the Tennessee Real Estate
 167 Broker License Act of 1973, as amended, and the Tennessee Real Estate Commission rules and regulations.
 168 (2) A Designated Agent is one who has been assigned by his/her Managing Broker and is working as an agent for
 169 the Seller or Buyer in a prospective transaction, to the exclusion of all other licensees in his/her company.
 170 (3) An Agent for the Seller or Buyer is a type of agency in which the licensee's company is working as an agent for
 171 the Seller or Buyer and owes primary loyalty to that Seller or Buyer.
 172 (4) A Facilitator relationship occurs when the licensee is not working as an agent for either party in this consumer's
 173 prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be
 174 considered a representative or advocate for either party. "Transaction Broker" may be used synonymously
 175 with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or
 176 company who has not entered into a written agency agreement with either party in the transaction is considered
 177 a Facilitator or Transaction Broker until such time as an agency agreement is established.]
 178 (5) A dual agency situation arises when an agent (in the case of designated agency) or a real estate firm (wherein
 179 the entire real estate firm represents the client) represents both the Buyer and Seller.
 180 (6) If one of the parties is not represented by a Broker, that party is solely responsible for their own interests, and
 181 that Broker's role is limited to performing ministerial acts for the unrepresented party.

182 **B. Agency Disclosure.**

- 183 (1) The Broker, if any, working with the Seller is identified on the signature page as the "Listing Company"; and
 184 said Broker is (Select One. The items not selected are not part of this Agreement):
 185 ☒ the Designated Agent for the Seller,
 186 ☐ the agent for the Seller,
 187 ☐ a Facilitator for the Seller, OR
 188 ☐ a dual agent.
 189 (2) The Broker, if any, working with the Buyer is identified on the signature page as the "Selling Company", and
 190 said Broker is (Select One. The items not selected are not part of this Agreement):
 191 ☐ the Designated Agent for the Buyer,
 192 ☐ the agent for the Buyer,
 193 ☐ a Facilitator for the Buyer, OR
 194 ☐ a dual agent.

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(3) **Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above]* Seller and Buyer are aware that Broker is acting as a dual agent in this transaction and consent to the same. Seller and Buyer have been advised that:

1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could be, different or even adverse.
2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to the dual agent, to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law.
3. The Buyer and Seller do not have to consent to dual agency, and
4. The consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
5. Notwithstanding any provision to the contrary contained herein, Seller and Buyer each hereby direct Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position unless otherwise prohibited by law.

(4) **Material Relationship Disclosure.** *[Required with dual Agency]* The Broker and/or affiliated licensees have no material relationship with either client except as follows: None. A material relationship means one of a personal, familial or business nature between the Broker and affiliate licensees and a client which would impair their ability to exercise fair judgment relative to another client.

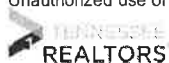
Seller Initials _____ Buyer Initials _____

C. Brokerage. Seller agrees to pay Listing Broker at Closing the compensation specified by separate agreement. The Listing Broker will direct the closing agency/attorney to pay the Selling Broker, from the commission received, an amount, if any, in accordance with the terms and provisions specified by separate agreement. The parties agree and acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a third party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have the right to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs.

13. Disclaimer. It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not be responsible for any of the following, including but not limited to, those matters which could have been revealed through a survey, title search or inspection of the Property; the insurability of the Property or cost to insure the Property; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for any issues arising out of Buyer's failure to physically inspect the Property prior to entering into this Agreement and/or Closing; for building products and construction techniques; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community amenities; for proposed or pending condemnation actions involving the Property; for applicable boundaries of school districts or other school information; for the appraised or future value of the Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions and availability of financing; and for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them, that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the independent expert advice and counsel relative thereto.

14. Destruction of Property Prior to Closing. If the Property is destroyed or substantially destroyed prior to Closing, Seller shall give Buyer prompt notice thereof, which notice shall include Seller's reasonable estimate of: (1) the cost to restore and repair the damage; (2) the amount of insurance proceeds, if any, available for the same; and (3) whether the damage will be repaired prior to Closing. Upon notice to Seller, Buyer may terminate this Agreement within seven (7) days after receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have

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accepted the Property with the damage and shall receive at Closing (1) any insurance proceeds which have been paid to Seller but not yet spent to repair the damage and (2) an assignment of all unpaid insurance proceeds on the claim. Buyer may request in writing, and Seller shall provide within five (5) business days, all documentation necessary to confirm insurance coverage and/or payment or assignment of insurance proceeds.

15. Other Provisions.

A. Exhibits, Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date. This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement. It is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not have the authority to bind the Buyer, Seller or any assignee to any contractual agreement unless specifically authorized in writing within this Agreement. The parties hereby authorize either licensee to insert the time and date of the receipt of notice of acceptance of the final offer and further agree to be bound by such as the Binding Agreement Date following the signatory section of this Agreement, or Counter Offer, if applicable.

B. Survival Clause. Any provision herein contained, which by its nature and effect, is required to be performed after Closing shall survive the Closing and delivery of the deed and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter. Notwithstanding the above, the representations and warranties made in Exhibit "D" shall survive the Closing for a period of 90 days after the date of Closing.

C. Governing Law and Venue. This Agreement is intended as a contract for the purchase and sale of real property and shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.

D. Time of Essence. Time is of the essence in this Agreement.

E. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate; (3) the feminine shall mean the masculine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time is to be determined by the location of the Property. All references to time are deemed to be local time. **In the event a performance deadline**, other than the Closing Date (as defined in paragraph six (6) herein), Day of Possession (as defined in paragraph six (6) herein), and Offer Expiration date (as defined in paragraph nineteen (19) herein), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall be extended to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any time period under this Agreement, the commencement day shall be the day following the initial date (e.g. Binding Agreement Date).

F. Responsibility to cooperate. Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the approval of the Closing documents by the parties shall constitute their approval of any differences between this Agreement and the Closing. The Buyer and Seller agree that if requested after Closing they will correct any documents and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.

G. Notices. Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person, (2) by a prepaid overnight delivery service, (3) by facsimile transmission (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5) Email. **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

H. Remedies. In the event of a breach of this Agreement, the non-breaching party may pursue all remedies available at law or in equity except where the parties have agreed to arbitrate. Notwithstanding the above, if Buyer breaches Buyer's obligations or warranties herein Seller shall have the option to request that Holder pay the Earnest Money/Trust Money to Seller, which if disbursed to Seller by Holder shall constitute liquidated damages in full settlement of all claims by Seller. Such liquidated damages are agreed to by the parties not to be a penalty and to be a good faith estimate of Seller's actual damages, which damages are difficult to ascertain. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement,

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including reasonable attorney's fees. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies as a defense in the event of a dispute.

I. Equal Opportunity. This Property is being sold without regard to race, color, sex, religion, handicap, familial status, or national origin.

J. Termination by Buyer. In the event that Buyer legally and properly invokes his right to terminate this Agreement under any of the provisions contained herein, Buyer shall pay the sum of one hundred dollars (\$100.00) to Seller as consideration for Buyer's said right to terminate, the sufficiency and adequacy of which is hereby acknowledged. Earnest Money/Trust Money shall be disbursed according to the terms stated herein.

K. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

L. Construction. This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.

16. Exhibited and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum shall control:

- ☐ Exhibit "A" Legal Description
- ☒ Exhibit "B" Due Diligence Documents
- ☒ Exhibit "C" Addition to Seller's Closing Documents
- ☒ Exhibit "D" Seller's Warranties and Representations

17. Special Stipulations. The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

1. Beverage inventory shall be the same amount at closing that is the day of the Binding Agreement. Seller to provide Buyer with a detailed inventory on the Binding Agreement Date of their current inventory. Inventory Level not to exceed Two Hundred Thousand Dollars (\$200,000) at Seller's last invoice cost.

2. Sale to include Point of Sale (POS) equipment, coolers, shelves and racks.

3. Buyer shall be granted an additional Thirty (30) Day Extension with payment of an Extension Fee of Ten Thousand (\$10,000). Extension Fee along with the Original Earnest Money Deposit will applied to the Purchase Price but will become non refundable should the Buyer not close.

☐ (Mark box if additional pages are attached.)

18. Method of Execution. The parties agree that signatures and initials transmitted by a facsimile, other photocopy transmittal, or by transmittal of digital signature as defined by the applicable State or Federal Law will be acceptable and may be treated as originals and that the final Commercial Purchase and Sale Agreement containing all signatures and

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354 initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by
355 digital signature as defined by the applicable State or Federal Law.

356 19. **Time Limit of Offer.** This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not
357 countered or accepted by 5:00 o'clock ☐ a.m./ ☐ p.m. local time on the 29th day of May,
358 2017.

359 **LEGAL DOCUMENTS:** This is an important legal document creating valuable rights and obligations. If you have
360 any questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is
361 authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

362 **NOTE:** Any provisions of this Agreement which are preceded by a box "□" must be marked to be a part of this
363 Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have
364 received a copy of this Agreement.

365	Buyer hereby makes this offer.	
366	<u>Ashish Patel</u>	<u>Kishor Kumar Tailor</u>
367	BUYER <u>Ashish Patel</u> 5/23/2017 6:31:12 PM EDT	BUYER <u>Kishor Tailor and or assigns</u> 5/23/2017 6:34:18 PM EDT
368	By: _____	By: _____
369	Title: _____	Title: _____
370	Entity: _____	Entity: _____
371	05/23/2017 at 6:31 PM o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	05/23/2017 at 6:34 PM o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
372	Offer Date	Offer Date

373	Seller hereby:	
374	<input type="checkbox"/> ACCEPTS – accepts this offer.	
375	<input type="checkbox"/> COUNTERS – accepts this offer subject to the attached Counter Offer(s).	
376	<input type="checkbox"/> REJECTS this offer and makes no counter offer.	
377	<u>Edward J Balling</u>	
378	SELLER <u>Edward J Balling</u> 5/23/2017 1:09:37 PM EDT	SELLER
379	By: _____	By: _____
380	Title: <u>Executor</u>	Title: _____
381	Entity: _____	Entity: _____
382	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
383	Date	Date

384 **Binding Agreement Date.** This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date")
385 the last offeror, or licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was
386 received on the _____ day of _____, _____ at _____ o'clock by
387 _____ (Name).

For Information Purposes Only:

RE/MAX REAL ESTATE TEN COMMERCIAL
Listing Company
TERRY BALL
Independent Licensee
Terry.tbalk@gmail.com
Licensee Email

ReMax Real Estate Ten Commercial
Selling Company
Terry Ball
Independent Licensee
terry.tbalk@gmail.com
Licensee Email

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WORKING WITH A REAL ESTATE PROFESSIONAL

Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties to every Buyer and Seller, Tenant and Landlord (collectively "Buyers" and "Sellers"):

1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
2. To disclose to each party to the transaction any Adverse Facts of which Licensee has actual notice or knowledge;
3. To maintain for each party in a transaction the confidentiality of any information obtained by a Licensee prior to disclosure to all parties of a written agency agreement entered into by the Licensee to represent either or both parties in the transaction. This duty of confidentiality extends to any information which the party would reasonably expect to be held in confidence, except for any information required by law to be disclosed. This duty survives both the subsequent establishment of an agency relationship and the closing of the transaction;
4. To provide services to each party to the transaction with honesty and good faith;
5. To disclose to each party to the transaction timely and accurate information regarding market conditions that might affect such transaction only when such information is available through public records and when such information is requested by a party;
6. To give timely account for earnest money deposits and all other property received from any party to a transaction; and
7. A) To refrain from engaging in self-dealing or acting on behalf of Licensee's immediate family, or on behalf of any other individual, organization or business entity in which Licensee has a personal interest without prior disclosure of such personal interest and the timely written consent of all parties to the transaction; and
B) To refrain from recommending to any party to the transaction the use of services of another individual, organization or business entity in which the Licensee has an interest or from whom the Licensee may receive a referral fee or other compensation for the referral, other than referrals to other Licensees to provide real estate services, without timely disclosure to the party who receives the referral, the Licensee's interest in such a referral or the fact that a referral fee may be received.

In addition to the above, the Licensee has the following duties to his/her Client if the Licensee has become an Agent or Designated Agent in a transaction:

8. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement between the Licensee and Licensee's client;
9. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation of a transaction and in other activities, except where such loyalty/duty would violate Licensee's duties to a customer in the transaction; and
10. Unless the following duties are specifically and individually waived in writing by a client, Licensee shall assist the client by:
 - A) Scheduling all property showings on behalf of the client;
 - B) Receiving all offers and counter offers and forwarding them promptly to the client;
 - C) Answering any questions that the client may have in negotiation of a successful purchase agreement within the scope of the Licensee's expertise; and
 - D) Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase agreement for a successful closing of the transaction.

Upon waiver of any of the above duties contained in 10. above, a consumer must be advised in writing by such consumer's agent that the consumer may not expect or seek assistance from any other licensees in the transaction for the performance of said duties.

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AN EXPLANATION OF TERMS

Facilitator/Transaction Broker (not an agent for either party). The Licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]

Agent for the Seller. The Licensee's company is working as an agent for the property seller and owes primary loyalty to the seller. Even if the Licensee is working with a prospective buyer to locate property for sale, rent, or lease, the Licensee and his/her company are legally bound to work in the best interests of any property owners whose property is shown to this prospective buyer. An agency relationship of this type cannot, by law, be established without a written agency agreement.

Agent for the Buyer. The Licensee's company is working as an agent for the prospective buyer, owes primary loyalty to the buyer, and will work as an advocate for the best interests of the buyer. An agency relationship of this type cannot, by law, be established without a written buyer agency agreement.

Disclosed Dual Agent (for both parties). Refers to a situation in which the Licensee has agreements to provide services as an agent to more than one party in a specific transaction and in which the interests of such parties are adverse. This agency status may only be employed upon full disclosure to each party and with each party's informed consent.

Designated Agent for the Seller. The individual Licensee that has been assigned by his/her Managing Broker and is working as an agent for the Seller or property owner in this consumer's prospective transaction, to the exclusion of all other licensees in his/her company. Even if someone else in the Licensee's company represents a possible buyer for this Seller's property, the Designated Agent for the Seller will continue to work as an advocate for the best interests of the Seller or property owner. An agency relationship of this type cannot, by law, be established without a written agency agreement.

Designated Agent for the Buyer. The individual Licensee that has been assigned by his/her Managing Broker and is working as an agent for the Buyer in this consumer's prospective transaction, to the exclusion of all other licensees in his/her company. Even if someone else in the Licensee's company represents a seller in whose property the Buyer is interested, the Designated Agent for the Buyer will continue to work as an advocate for the best interests of the Buyer. An agency relationship of this type cannot, by law, be established without a written agency agreement.

Adverse Facts. "Adverse Facts" means conditions or occurrences generally recognized by competent licensees that have a negative impact on the value of the real estate, significantly reduce the structural integrity of improvements to real property or present a significant health risk to occupants of the property.

Confidentiality. By law, every licensee is obligated to protect some information as confidential. This includes any information revealed by a consumer which may be helpful to the other party IF it was revealed by the consumer BEFORE the Licensee disclosed an agency relationship with that other party. AFTER the Licensee discloses that he/she has an agency relationship with another party, any such information which the consumer THEN reveals must be passed on by the Licensee to that other party.

Authentic
Ashish Patel 05/23/2017
 Unrepresented Party Signature Date
Authentic
Terry Ball 05/23/2017
 Real Estate License Date
Terry Ball

Authentic
Kishorkumar Tailor 05/23/2017
 Unrepresented Party Signature Date
Kishorkumar Tailor
 Real Estate Company Date
Re/Max Real Estate Ten Commercial

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CONFIRMATION OF AGENCY STATUS

Every real estate licensee is required to disclose his or her agency status in a real estate transaction to any buyer or seller who is not represented by an agent and with whom the Licensee is working directly in the transaction. The purpose of this Confirmation of Agency Status is to acknowledge that this disclosure occurred. Copies of this confirmation must be provided to any signatory thereof. As used below, "Seller" includes sellers and landlords; "Buyer" includes buyers and tenants. Notice is hereby given that the agency status of this Licensee (or Licensee's company) is as follows in this transaction:

The real estate transaction involving the property located at:

2304 Morningside Drive

Morristown

TN 37814-5518

PROPERTY ADDRESS

SELLER NAME: MBA
LICENSEE NAME: TERRY BALL

BUYER NAME: Patel and Tailor and or Assigns
LICENSEE NAME: _____

in this consumer's current or prospective transaction is serving as:

in this consumer's current or prospective transaction is serving as:

☐ Transaction Broker or Facilitator.
(not an agent for either party).

☐ Transaction Broker or Facilitator.
(not an agent for either party).

☐ Seller is Unrepresented.

☒ Buyer is Unrepresented.

☐ Agent for the Seller.

☐ Agent for the Buyer.

☒ Designated Agent for the Seller.

☐ Designated Agent for the Buyer.

☐ Disclosed Dual Agent (for both parties),
with the consent of both the Buyer and the Seller
in this transaction.

☐ Disclosed Dual Agent (for both parties),
with the consent of both the Buyer and the Seller
in this transaction.

This form was delivered in writing, as prescribed by law, to any unrepresented buyer prior to the preparation of any offer to purchase, OR to any unrepresented seller prior to presentation of an offer to purchase; OR (if the Licensee is listing a property without an agency agreement) prior to execution of that listing agreement. This document also serves as confirmation that the Licensee's Agency or Transaction Broker status was communicated orally before any real estate services were provided and also serves as a statement acknowledging that the buyer or seller, as applicable, was informed that any complaints alleging a violation or violations of Tenn. Code Ann. § 62-13-312 must be filed within the applicable statute of limitations for such violation set out in Tenn. Code Ann. § 62-13-313(e) with the Tennessee Real Estate Commission, 710 James Robertson Parkway, 3rd Floor, Nashville, TN 37232, PH: (615) 741-2273. **This notice by itself, however, does not constitute an agency agreement or establish any agency relationship.**

By signing below, parties acknowledge receipt of Confirmation of Agency relationship disclosure by Realtor® acting as Agent/Broker OR other status of Seller/Landlord and/or Buyer/Tenant pursuant to the National Association of Realtors® Code of Ethics and Standards of Practice.

Seller Signature Edward J Balling Date 05/23/2017

Buyer Signature Ashish Patel Date 05/23/2017

Seller Signature Terry Ball Date 05/23/2017

Buyer Signature Kishorkumar Tailor Date 05/23/2017

Listing Licensee TERRY BALL Date _____

Selling Licensee Terry Ball Date _____

RE/MAX REAL ESTATE TEN COMMERCIAL

Re/Max Real Estate Ten Commercial

Listing Company

Selling Company

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DISCLAIMER NOTICE

The Brokers and their affiliated licensees (hereinafter collectively "Licensees") involved in the Purchase and Sale Agreement (hereinafter "Agreement") regarding real estate located at

2304 Morningside Drive Morristown TN 37814-5518 (hereinafter "Property")

are not attorneys and are not structural or environmental engineers. They are engaged in bringing together buyers and sellers in real estate transactions. Licensees expressly deny any expertise with respect to advice or informed opinions regarding any of the following matters. This Disclaimer Notice is an express warning to all sellers and buyers that they should not rely on any statement, comment or opinion expressed by any Licensee when making decisions about any of the following matters, including the selection of any professional to provide services on behalf of buyers or sellers. Any professional selected by buyers or sellers should be an "independent, qualified professional", who complies with all applicable state/local requirements, which may include licensing, insurance, and bonding requirements. It is strongly recommended that buyers include contingency clauses in their offers to purchase with respect to these or any other matters of concern and that buyers, in writing the offer, allow enough time to get an evaluation of the following matters from an independent, qualified professional. The matters listed below are not an exclusive list of actions or circumstances which are not the responsibility of the Licensees with whom you work. These items are examples and are provided only for your guidance and information.

1. **THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional engineers or other independent, qualified professionals to ascertain the existence of structural issues, the condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the Property.
2. **THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the condition of the roof.
3. **HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning, plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the Tennessee Department of Commerce & Insurance (<http://tn.gov/commerce/>), the American Society of Home Inspectors (www.ashi.com), the National Association of Certified Home Inspectors (www.nahi.org), and Home Inspectors of Tennessee Association (www.hita.us) and independently investigate the competency of an inspector, including whether he has complied with State and/or local licensing and registration requirements in your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-plumbing, etc.). **Failure to inspect typically means that you are accepting the Property "as is".**
4. **WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that you use the services of a licensed, professional pest control company to determine the presence of wood destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the Property for any potential damage from such.
5. **ENVIRONMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold, asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate, remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable professionals and inspectors in all areas of environmental concern.

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Version 01/01/2017

InstantDoc
Return to Agenda

- 40 **6. SQUARE FOOTAGE.** There are many ways of measuring square footage. Information is sometimes
 41 gathered from tax or real estate records on the Property. Square footage provided by builders, real estate
 42 licensees, or tax records is only an **estimate** with which to make comparisons, but **it is not guaranteed**. It is
 43 advised that you have a licensed appraiser determine actual square footage.
- 44 **7. CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A
 45 true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even
 46 a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things
 47 happen. **NOTE:** A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion
 48 (BPO), etc., while sometimes used to set an asking price or an offer price, is **not** an appraisal.
- 49 **8. BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, AND ACREAGE.** It is strongly advised
 50 that you secure the services of a licensed surveyor for a full-stake boundary survey with all boundary lines,
 51 easements, encroachments, flood zones, total acreage, etc., clearly identified. It is also advised that you **not**
 52 rely on mortgage loan inspection surveys, previous surveys, plat data, or Multiple Listing Service (MLS) data
 53 for this information, even if acceptable to your lender.
- 54 **9. ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES.** Zoning, codes,
 55 covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental
 56 repair requirements and related issues need to be verified by the appropriate sources in writing. If your
 57 projected use requires a zoning or other change, it is recommended that you either wait until the change is **in**
 58 **effect** before committing to a property or provide for this contingency in your Purchase and Sale Agreement.
- 59 **10. UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES.** The
 60 availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water
 61 supply, electric, gas, cable, internet, telephone, or other utilities and related services to the Property need to be
 62 verified by the appropriate sources in writing. You should have a professional check access and/or
 63 connection to public sewer and/or public water source and/or the condition of any septic system(s) and/or
 64 wells. To confirm that any septic systems are properly permitted for the actual number of bedrooms, it is
 65 recommended that sellers and/or buyers request a copy of the information contained in the file for the
 66 Property maintained by the appropriate governmental permitting authority. If the file for this Property cannot
 67 be located or you do not understand the information contained in the file, you should seek professional advice
 68 regarding this matter. For unimproved land, septic system capability can only be determined by using the
 69 services of a professional soil scientist and verifying with the appropriate governmental authorities that a
 70 septic system of the desired type, size, location, and cost can be permitted and installed to accommodate the
 71 size home that you wish to build.
- 72 **11. FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS.** It is recommended that
 73 you have a civil or geotechnical engineer or other independent expert determine the risks of flooding,
 74 drainage or run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk
 75 of flooding may increase and drainage or storm run-off pathways may change. Be sure to consult with the
 76 proper governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and
 77 elevation certificates, flood zones, and flood insurance requirements, recommendations and costs.
- 78 **12. CONDEMNATION.** It is recommended that you investigate whether there are any pending or proposed
 79 condemnation proceedings or similar matters concerning any portion of the Property with the State, County
 80 and city/town governments in which the Property is located. Condemnation proceedings could result in all or
 81 a portion of the Property being taken by the government with compensation being paid to the landowner.
- 82 **13. SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION.** It is advised that you independently
 83 confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other
 84 school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate
 85 sources in writing.

14. INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX OFFENDERS. You should consult with local, state and federal law enforcement agencies for information or statistics regarding criminal activity at or near the Property, the presence of methamphetamine manufacturing, or for the location of sex offenders in a given area.

15. LEGAL AND TAX ADVICE. You should seek the advice of an attorney and/or certified tax specialist on any legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the Property, or any other matters of concern, including those itemized in this Disclaimer Notice. Real estate licensees are **not** legal or tax experts, and therefore cannot advise you in these areas.

16. RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS. The furnishing of any inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers have the option to select any inspectors, service providers or vendors of the buyer's or seller's choice. You are advised to contact several sources and independently investigate the competency of any inspector, contractor, or other professional expert, service provider or vendor and to determine compliance with any licensing, registration, insurance and bonding requirements in your area.

The buyers and sellers acknowledge that they have not relied upon the advice, casual comments, or verbal representations of any real estate licensee relative to any of the matters itemized above or similar matters. The buyers and sellers understand that it has been strongly recommended that they secure the services of appropriately credentialed experts and professionals of the buyer's or seller's choice for the advice and counsel about these and similar concerns.

The party(ies) below have signed and acknowledge receipt of a copy.

Authenticator
Ashish Patel
CLIENT/CUSTOMER (☒ BUYER / ☐ SELLER)
05/23/2017 at 6:31 PM
Date

Authenticator
Kishorkumar Tailor
CLIENT/CUSTOMER (☒ BUYER / ☐ SELLER)
05/23/2017 at 6:34 PM
Date

The party(ies) below have signed and acknowledge receipt of a copy.

Authenticator
Edward J. Balling
CLIENT/CUSTOMER (☐ BUYER / ☒ SELLER)
05/23/2017 at 7:10 PM
Date

Authenticator
Morrisstown Beverage Association
CLIENT/CUSTOMER (☐ BUYER / ☐ SELLER)
05/23/2017 at 7:10 PM
Date

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EXHIBIT "B"

TO COMMERCIAL PURCHASE AND SALE AGREEMENT

Due Diligence Documents

1 Property Address: 2304 Morningside Drive Morristown TN 37814-5518
 2 Buyer: Ashish Patel and or Assigns Kishorkumar Tailor and or Assigns
 3 Seller: MBA

4 This EXHIBIT (hereinafter "Exhibit"), between the undersigned Seller and Buyer is entered into and is effective as of the
 5 Binding Agreement Date provided in the Commercial Purchase and Sale Agreement for the purpose of changing, deleting,
 6 supplementing or adding terms to said Commercial Purchase and Sale Agreement. In consideration of the mutual covenants
 7 herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following
 8 are the Due Diligence Documents:

9 *[Select only those items that apply to this transaction; the items not selected shall not apply to this Agreement]:*

- 10 ☒ 1. Most recent property tax assessments and tax bills.
- 11 ☐ 2. The most recent title insurance policy insuring the Property, including complete and legible copies of all documents
 12 (whether or not recorded) which are referenced therein as title exceptions.
- 13 ☐ 3. The most recent Survey, ALTA (American Land Title Association) of the Property or if such a survey is not
 14 available, the most recent survey of the Property prepared by a licensed Tennessee surveyor.
- 15 ☐ 4. All soil reports covering any of the Property.
- 16 ☐ 5. All cruise reports of existing timber on the Property.
- 17 ☐ 6. All plans and specifications for Property improvements, including without limitation, diagrams of any outdoor
 18 irrigation system.
- 19 ☒ 7. All existing leases and subleases (including concession and license agreements for use of space within the Property)
 20 and any amendments and letter agreements relating thereto, together with all correspondence to and from tenants,
 21 and a written summary of any leases currently in negotiation, specifying the tenant, premises to be leased, rents, and
 22 term and outlining all other material deal points.
- 23 ☒ 8. All current insurance policies, together with a written summary of insurance coverage and premiums by policy type.
- 24 ☒ 9. All certificates of occupancy.
- 25 ☐ 10. All contractor, vendor, manufacturer and other warranties with respect to all real property improvements, fixtures,
 26 equipment and personal property to be conveyed.
- 27 ☒ 11. All equipment leases and services and vendor contracts (including all amendments and side-letter agreements
 28 relating thereto).
- 29 ☒ 12. All environmental (hazardous substances), engineering, physical inspection, marketing and feasibility studies,
 30 assessments and reports, including any wetlands reports.
- 31 ☐ 13. A current rent roll for the Property together with monthly income and expense reports for the period of Seller's
 32 ownership of the Property (or for the previous 36 months if shorter).
- 33 ☒ 14. A written summary of all pending or threatened litigation, insurance claims and notices of legal violations, together
 34 with the pertinent notices, demands, pleadings and other documents.
- 35 ☒ 15. All reports, assessments or studies regarding actions required to bring the Property into compliance with the
 36 Americans with Disabilities Act or any similar state statute or local ordinance or code.
- 37 ☒ 16. A schedule of special assessment districts and assessment amounts, if any.

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Exhibit "B" to Commercial Purchase and Sale Agreement (Due Diligence Documents), Page 1 of 2

- 38 ☒ 17. A schedule of impact fees paid or owing on the Property, if any.
- 39 ☒ 18. A schedule of allowances or rebates due on tenant improvements, if any, and proof of insurance from individual
- 40 tenants (including, as tenants, any space concessionaires of licensees).
- 41 ☐ 19. All maintenance records for the Property.
- 42 ☒ 20. All municipal, county, state or federal permits, licenses and authorizations affecting the use, operation and
- 43 maintenance of the Property.
- 44 ☐ 21. Other: _____
- 45 _____
- 46 ☐ 22. Other: _____
- 47 _____
- 48 ☐ 23. Other: _____
- 49 _____

50 If the Seller does not provide any of the requested information selected above, the Seller is representing, to the best of his

51 knowledge, that no such documentation exists for that particular item.

52 This Exhibit is made a part of the Commercial Purchase and Sale Agreement as if quoted therein verbatim. Should the terms



53 of this Exhibit conflict with the terms of the Commercial Purchase and Sale Agreement or other documents executed prior to

54 or simultaneous to the execution of this Exhibit, the terms of this Exhibit shall control, and the conflicting terms are hereby

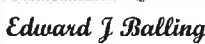
55 considered deleted and expressly waived by both Seller and Buyer. In all other respects, the Commercial Purchase and Sale

56 Agreement shall remain in full force and effect.

57 The party(ies) below have signed and acknowledge receipt of a copy.

58		
59	BUYER <small>5/23/2017 6:31 PM EDT</small> Assigns	BUYER <small>5/23/2017 6:34 PM EDT</small> Assigns
60	By: _____	By: _____
61	Title: _____	Title: _____
62	<small>05/23/2017</small> at <small>6:31 PM</small> o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	<small>05/23/2017</small> at <small>6:34 PM</small> o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
63	Date	Date

64 The party(ies) below have signed and acknowledge receipt of a copy.

65		
66	SELLER <small>5/23/2017 7:10:19 PM EDT</small> MBA	SELLER
67	By: _____	By: _____
68	Title: _____	Title: _____
69	<small>05/23/2017</small> at <small>7:10 PM</small> o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	<small>_____</small> at <small>_____</small> o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
70	Date	Date

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GODDARD REAL ESTATE & AUCTION COMP
Selling Company

TERRY BALL
Independent Licensee

JERRY KADER
Independent Licensee

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Exhibit "B" to Commercial Purchase and Sale Agreement (Due Diligence Documents), Page 2 of 2

[Return to Agenda](#)



EXHIBIT "C"

TO COMMERCIAL PURCHASE AND SALE AGREEMENT ADDITIONS TO SELLER'S CLOSING DOCUMENTS

1 Property Address: 2304 Morningside Drive Morristown TN 37814-5518
 2 Buyer: Ashish Patel and or Assigns & Kishorkumar Tailor and or Assigns
 3 Seller: MBA

4 This EXHIBIT (hereinafter "Exhibit"), between the undersigned Seller and Buyer is entered into and is effective as of the
 5 Binding Agreement Date provided in the Commercial Purchase and Sale Agreement for the purpose of changing, deleting,
 6 supplementing or adding terms to said Commercial Purchase and Sale Agreement. In consideration of the mutual covenants
 7 herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties
 8 agree to as follows:

9 *[Select only those items that apply to this transaction; the items not selected shall not be part of the Seller's Closing*
 10 *Documents:]*

- 11 ☒ 1. **Architectural Plans.** An Assignment of Seller's rights, if any, to any architectural drawings and site plans for the
 12 Property and blue-lined copies of such drawings and plans.
- 13 ☒ 2. **Assignment of Contracts.** Duly executed and acknowledged Assignment of Contracts assigning and conveying to
 14 Buyer the Seller's interest in, to and under the assignable Contracts and containing an indemnity by Seller in favor
 15 of Buyer for Claims related to periods prior to the Closing and (if such contracts are assumed by Buyer) containing
 16 an indemnity by Buyer in favor of Seller related to the period after the Closing.
- 17 ☒ 3. **Assignment of Leases.** Duly executed and acknowledged Assignment of Leases assigning and conveying to the
 18 Buyer the Seller's interest in, to and under the Leases and containing an indemnity by the Seller in favor of Buyer
 19 for claims by tenants arising prior to the Closing, and an indemnity by Buyer in favor of Seller for claims by tenants
 20 arising after the Closing.
- 21 ☒ 4. **Assignment of Licenses.** An Assignment of any and all municipal, county, state or federal permits or licenses, as
 22 and if existing and if transferable, held or controlled by the Seller, relating to the Property.
- 23 ☐ 5. **Assignment of Name Rights.** An Assignment of Seller's rights with respect to the name
 24 "_____".
- 25 ☐ 6. **Assignment of Security Deposits.** An Assignment of all Security Deposits being held by Seller or the agents of
 26 Seller with respect to the Property to Buyer.
- 27 ☐ 7. **Bill of Sale.** Duly executed and acknowledged Limited Warranty Bill of Sale conveying to Buyer good and
 28 marketable title to the Personal Property (and to the Improvements to the extent they could be determined to be
 29 personal property), free of all liens, security interests and encumbrances.
- 30 ☐ 8. **Estoppel Certificates.** Estoppel certificates from all existing commercial tenants, concessionaires and licensees in
 31 the Property, if any, and in form and content acceptable to Buyer and dated no earlier than 30 days prior to Closing.
- 32 ☒ 9. **Keys and Records.** All of the keys to any doors or locks on the Property and the original tenant files and other
 33 books and records relating to the Property in Seller's possession.
- 34 ☒ 10. **Leases and Contracts.** Original or certified copies of executed counterparts of the Leases and Contracts.
- 35 ☐ 11. **Notice to Tenants.** A letter executed by the Seller in a form approved by Buyer and addressed to all tenants under
 36 the Leases, notifying such tenants of the change in ownership of the Property and directing that payment of all rent
 37 and other sums due from such tenants from and after the Closing Date be made to Buyer or such other party as
 38 Buyer may direct. (It shall be the responsibility of Seller to deliver such letters to the tenants.)

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 CF503 – Exhibit "C" to Commercial Purchase and Sale Agreement (Additions to Sellers Closing Documents), Page 1 of 2

Version 01/01/2017

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- 39 ☐ **12. Rent Roll.** A complete and accurate rent roll (the "Rent Roll") for the Property updated to the date of Closing and
 40 certified to be true and correct by Seller at Closing.
- 41 ☐ **13. Transfer Tax Declarations and other Tax Documents.** A transfer tax declaration and all such other tax
 42 documents as may be required of Seller in order to enable Buyer to make an appropriate 1099 filing.
- 43 If the Seller does not provide any of the requested information selected above, the Seller is representing, to the best of his
 44 knowledge, that no such documentation exists for that particular item.
- 45 This Exhibit is made a part of the Commercial Purchase and Sale Agreement as if quoted therein verbatim. Should the terms
 46 of this Exhibit conflict with the terms of the Commercial Purchase and Sale Agreement or other documents executed prior to
 47 or simultaneous to the execution of this Exhibit, the terms of this Exhibit shall control, and the conflicting terms are hereby
 48 considered deleted and expressly waived by both Seller and Buyer. In all other respects, the Commercial Purchase and Sale
 49 Agreement shall remain in full force and effect.

50 The party(ies) below have signed and acknowledge receipt of a copy.

51 *Ashish Patel* Authentic: 5/23/2017 6:31:31 PM EDT

52 **BUYER** *Ashish Patel and or Assigns* 5/23/2017 6:31:31 PM EDT

53 By: _____

54 Title: _____

55 05/23/2017 at 6:31 PM o'clock ☐ am/ ☐ pm

56 **Date**

Kishorkumar Tailor Authentic: 5/23/2017 6:34:02 PM EDT

BUYER *Kishorkumar Tailor and or Assigns* 5/23/2017 6:34:02 PM EDT

By: _____

Title: _____

05/23/2017 at 6:34 PM o'clock ☐ am/ ☐ pm

Date

57 The party(ies) below have signed and acknowledge receipt of a copy.

58 *Edward J. Balling* Authentic: 5/23/2017 7:10:21 PM EDT

59 **SELLER** *MBA* 5/23/2017 7:10:21 PM EDT

60 By: _____

61 Title: *Executor*

62 05/23/2017 at 7:10 PM o'clock ☐ am/ ☐ pm

63 **Date**

By: _____

Title: _____

_____ at _____ o'clock ☐ am/ ☐ pm

Date

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GODDARD REAL ESTATE & AUCTION COMP
 Selling Company

TERRY BALL
 Independent Licensee

JERRY KADER
 Independent Licensee

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EXHIBIT "D"

TO COMMERCIAL PURCHASE AND SALE AGREEMENT

Seller's Warranties and Representations

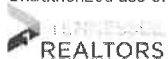
1 Property Address: 2304 Morningside Drive Morristown TN 37814-5518
 2 Buyer: Ashish Patel and or Assigns Kishorkumar Tailor and or Assigns
 3 Seller: MBA

4 This EXHIBIT (hereinafter "Exhibit"), between the undersigned Seller and Buyer is entered into and is effective as of the
 5 Binding Agreement Date provided in the Commercial Purchase and Sale Agreement for the purpose of changing, deleting,
 6 supplementing or adding terms to said Commercial Purchase and Sale Agreement. In consideration of the mutual covenants
 7 herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties
 8 agree to as follows:

9 *[Select only those items that apply to this transaction; the items not selected shall not be part of this Agreement. Each*
 10 *item selected shall be deemed material for purposes of Buyer's Remedies under the Seller's Representations and*
 11 *Warranties paragraph of the Commercial Purchase and Sale Agreement.]*

- 12 ☒ 1. **Accounts Payable.** There are no outstanding accounts payable relating to the Property that would be binding on the
 13 Buyer.
- 14 ☒ 2. **Bankruptcy.** Seller represents and warrants that Seller is solvent and has not made a general assignment for the
 15 benefit of creditors or been adjudicated as bankrupt or insolvent, nor has a receiver, liquidator or trustee of Seller or
 16 any of its respective properties (including the Property) been appointed or a petition filed by or against Seller for
 17 bankruptcy, reorganization or arrangement pursuant to the Federal Bankruptcy Act or any similar federal or state
 18 statute, or any proceeding instituted for the dissolution or liquidation of Seller.
- 19 ☒ 3. **Certificates.** To the best of Seller's knowledge, there are presently in effect permanent certificates of occupancy,
 20 licenses and permits as may be required for the Property and, to the best of Seller's knowledge, the present use and
 21 occupation of the Property is in compliance and conformity with the certificates of occupancy and all licenses and
 22 permits. There has been no notice or request of any municipal departments, insurance company or board of fire
 23 underwriters (or organization exercising functions similar thereto) directed to Seller and requesting the performance
 24 of any work or alteration in respect to the Property which has not been complied with.
- 25 ☒ 4. **Condemnation.** Seller has not been notified that any condemnation or other taking by eminent domain of the
 26 Property or any portion thereof has been instituted and, to the best of Seller's knowledge, there are no pending or
 27 threatened condemnation or eminent domain proceedings (or proceedings in the nature or in lieu thereof) affecting
 28 the Property or any portion thereof or its use.
- 29 ☒ 5. **Condition of Improvements.** Seller is not aware of any structural or other defects, latent or otherwise, in the
 30 Improvements.
- 31 ☒ 6. **Declarations.** To the best of Seller's knowledge, there is no default, or any event which with the passage of time or
 32 notice, or both, would constitute a default or breach on the part of the Seller under any declaration of easements
 33 and/or restrictive covenants affecting the Property; and, to the best of Seller's knowledge, there is no default, or
 34 claim of default, or any event which with the passage of time or notice, or both, would constitute a default or breach
 35 thereunder on the part of any other party whose property is encumbered by or benefits from any declaration.
- 36 ☒ 7. **Hazardous Substances.** To the best of Seller's knowledge (i) no "hazardous substances," or any other pollutants,
 37 toxic materials, or contaminants have been or shall prior to Closing be discharged, (ii) no underground storage tanks
 38 are located on the Property or were located on the Property and subsequently removed or filled, (iii) the Property has
 39 not previously been used as a gas station, cemetery, landfill, or as a dump for garbage or refuse, and (iv) the
 40 Property has not previously been and is not currently in violation of the Tennessee or Federal Environmental



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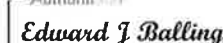


- 41 Protection Standards. Seller has not received any notice or demand from any governmental or regulatory agency or
42 authority requiring Seller to remove any hazardous substances or contaminants or toxic materials from the Property.
- 43 ☒ 8. **Leases.** The rent roll which Seller has provided Buyer is the complete and accurate rent roll for the Property as of
44 the date hereof setting forth the leases in effect relating to the Property and setting forth with respect to each of the
45 leases (i) the name of the tenant thereunder; (ii) the commencement and termination dates of the term of each such
46 lease and information relating to renewals or extensions thereof; (iii) the premises covered by each such lease; (iv)
47 the amount of rent, percentage rent and other charges payable thereunder and the date to which rent and other
48 charges payable thereunder have been paid; and (v) the amount of the security deposit required under each said lease
49 and held by Seller.
- 50 ☒ 9. **No Assessments.** To the best knowledge of Seller, no assessments (other than ad valorem taxes) have been made
51 against the Property that are unpaid, whether or not they have become liens.
- 52 ☒ 10. **No Liens.** All contractors, subcontractors and other persons or entities furnishing work, labor, materials or supplies
53 by or at the instance of Seller for the Property have been paid in full and, other than routine ongoing charges
54 pursuant to the Contracts, there are no claims against the Property or Seller in connection therewith.
- 55 ☒ 11. **No Liens upon Building Service Equipment.** All fixtures, equipment, apparatus, fittings, machinery, appliances,
56 furniture, furnishings and articles of personal property, attached or appurtenant to, or used in connection with the
57 occupation or operation of all or any part of the Property and which are owned by Seller are free of any and all liens,
58 encumbrances, charges or adverse interests except security deeds from which the Property (including such
59 personalty) and fixtures will be released at Closing.
- 60 ☒ 12. **No Litigation.** There are no actions, suits, or proceedings pending or, to the best of Seller's knowledge, threatened
61 by any organization, person, individual, or governmental agency against Seller with respect to the Property or
62 against the Property, or with respect thereto, nor does Seller know of any basis for such action. Seller also has no
63 knowledge of any currently pending application for changes in the zoning applicable to the Property or any portion
64 thereof.
- 65 ☒ 13. **No Other Agreements.** Except for the leases and contracts and the Permitted Exceptions, there are no leases,
66 service contracts, management agreements, or other agreements or instruments in force and effect, oral or written,
67 that grant to any person whomsoever or any entity whatsoever any right, title interest, or benefit in or to all or any
68 part of the Property, which will survive the Closing or be binding upon Buyer.
- 69 ☒ 14. **Payment of all Outstanding Bills.** All accounts payable, bills for services, utilities, taxes, assessments, and
70 payments due under any of the contracts for periods prior to the calendar month in which the Closing occurs have
71 been paid in full or shall be paid in full at Closing.
- 72 ☒ 15. **Preexisting Right to Acquire.** No person or entity has any right or option to acquire the Property or any portion
73 thereof which will have any force or effect after execution hereof, other than Buyer.
- 74 ☒ 16. **Proceedings Affecting Access.** Seller has not been notified that there are any pending proceedings that could have
75 the effect of impairing or restricting access between the Property and adjacent public roads and, to the best of
76 Seller's knowledge, no such proceedings are pending or threatened.
- 77 ☒ 17. **Service Contracts.** Seller has provided Buyer with copies of all existing equipment leases, service and vendor
78 contracts that relate to the operation, management, or maintenance of the Property. All such contracts are in full
79 force and effect in accordance with their respective provisions, and to Seller's knowledge, there is no default, or
80 claim of default, or any event which with the passage of time or notice, or both, would constitute a default on the
81 part of any party to any of such contracts. All such contracts are terminable without penalty or obligation to pay any
82 severance or similar compensation on no more than thirty (30) days' notice.
- 83 ☒ 18. **Tax Returns.** All property tax returns required to be filed by Seller relating to the Property under any law,
84 ordinance, rule, regulation, order or requirement of any governmental authority have been truthfully, correctly and
85 timely filed.
- 86 ☒ 19. **Violations.** To the best of Seller's knowledge, there are no violations of law, municipal or county ordinances,
87 building codes, or other legal requirements with respect to the Property; the Improvements comply with all
88 applicable legal requirements (including applicable zoning ordinances) with respect to the use, occupancy, and
89 construction thereof; and the conditions to the granting of the zoning of the Property have been satisfied.

90 ☐ **20. Zoning.** The Property is currently zoned IB under the applicable zoning ordinances of
 91 Morristown, Hamblen County, Tennessee.

92 This Exhibit is made a part of the Commercial Purchase and Sale Agreement as if quoted therein verbatim. Should the terms
 93 of this Exhibit conflict with the terms of the Commercial Purchase and Sale Agreement or other documents executed prior to
 94 or simultaneous to the execution of this Exhibit, the terms of this Exhibit shall control, and the conflicting terms are hereby
 95 considered deleted and expressly waived by both Seller and Buyer. In all other respects, the Commercial Purchase and Sale
 96 Agreement shall remain in full force and effect.

97 The party(ies) below have signed and acknowledge receipt of a copy.	
98 	98 
99 BUYER <u>Ashish Patel and or Assigns</u>	99 BUYER <u>Kishorkumar Tailor and or Assigns</u>
100 By: _____	100 By: _____
101 Title _____	101 Title _____
102 05/23/2017 at 6:31 PM o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	102 05/23/2017 at 6:34 PM o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
103 Date	103 Date

105 The party(ies) below have signed and acknowledge receipt of a copy.	
106 	106 _____
107 SELLER <u>MBA</u>	107 SELLER
108 By: _____	108 By: _____
109 <u>Executor</u>	109 _____
110 Title _____	110 Title _____
111 05/23/2017 at 7:10 PM o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	111 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
112 Date	112 Date

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 Listing Company

TERRY BALL
 Independent Licensee

Re/Max Real Estate Ten Commercial
 Selling Company

Terry Ball
 Independent Licensee

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 CF504 – Exhibit "D" to Commercial Purchase and Sale Agreement (Seller's Warranties and Representations), Page 3 of 3

Version 01/01/2017



AMENDMENT “ 1 ” TO COMMERCIAL PURCHASE AND SALE AGREEMENT

Buyer: Ashish Patel & Kishorkumar Tailor
 Seller: MBA
 Property: 2304 Morningside Drive Morristown TN 37814-5518

In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend that certain Commercial Purchase and Sale Agreement with a Binding Agreement Date of 05/23/2017 and any incorporated addenda, exhibits or prior amendments (collectively referred to herein as “Agreement”) for the purchase and sale of real property specified above as follows:

Kishorkumar Tailor request to be removed from the Purchase and Sale Agreement for the acquisition Morristown Beverage Associates, Inc.

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This Amendment shall become binding when signed by all parties and shall be incorporated into the Agreement and all other terms and conditions of the Commercial Purchase and Sale Agreement shall remain in full force and effect.

The party(ies) below have signed and acknowledge receipt of a copy.

Ashish Patel

BUYER *Ashish Patel* 06/06/2017 10:32:55 AM EDT

By: *Buyer*

Entity:

06/06/2017 at 10:32 AM o'clock ☐ am/ ☐ pm

Date

Kishorkumar Tailor

BUYER *Kishorkumar Tailor* 06/06/2017 4:01:24 PM EDT

By: *Buyer*

Entity:

06/06/2017 at 4:01 PM o'clock ☐ am/ ☐ pm

Date

The party(ies) below have signed and acknowledge receipt of a copy.

Edward J. Balling Executor, Estate of Peter J. Balling

SELLER *Edward J. Balling* 06/06/2017 5:25:30 PM EDT

By: *Executor*

Entity:

06/06/2017 at 5:25 PM o'clock ☐ am/ ☐ pm

Date

SELLER

By:

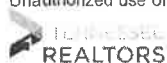
Entity:

at o'clock ☐ am/ ☐ pm

Date

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Bill Haslam
Governor

TENNESSEE BUREAU OF INVESTIGATION

Attn: TORIS

901 R.S. Gass Boulevard
Nashville, Tennessee 37216-2639
(615) 744-4057
Facsimile (615) 744-4289



Mark Gwyn
Director

06/13/2017

ASHISH R PATEL
1445 ROBERT RIDGE ROAD
SEVIERVILLE TN 37862

Tennessee Criminal History Records Request

NO RECORD HAS BEEN FOUND.

NOTE: All aliases submitted have been searched..

ASHISH R PATEL

Please be aware that, unless a fingerprint comparison is performed, it is impossible for the Tennessee Bureau of Investigation to be sure the record belongs to the individual you requested. Fingerprint comparison will only be performed in the event of a written appeal of criminal history results. The information you receive will be based on only those arrests which occurred within the state of Tennessee.

The Tennessee Bureau of Investigation found no Tennessee criminal history based on the information provided. No criminal record check was conducted for other states or for the Federal Bureau of Investigation.

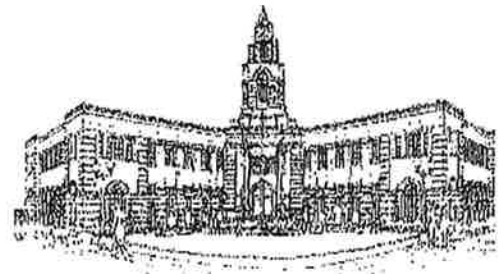
Tennessee Open Records Information Services
Tennessee Bureau of Investigation
901 R.S. Gass Blvd.
Nashville, TN 37216



INTERNATIONALLY ACCREDITED SINCE 1994

Morristown Police Department

ROGER OVERHOLT
Chief of Police



Sevier County Sheriff's Dept.
Attn: Records

June 13, 2017

I am requesting a records check for the purpose of ~~an Beer Permit~~ on the following individual:

A Certificate of Compliance 13g

ASHISH R. PATEL

D.O.B. [REDACTED] 1970

SSN: [REDACTED]

If you have any questions, please give me a call at 423-318-1552 or fax me the results at 423-587-9518.

Thanks in advance for your assistance,

Lt. Billy Gulley, Support Services Supervisor
Morristown Police Department
P.O. Box 1283
Morristown, TN 37816-1283
Office: 423-318-1552
Fax: 423-587-9518

NO RECORD

SEVIER COUNTY SHERIFF'S DEPT.
RECORDS BUREAU

Date 6/13/17 By SOSD

SEVIER COUNTY SHERIFF'S DEPT.
106 W. Bruce Street
Sevierville, TN 37862

*Local Sevier Co
area only for
a complete accurate
background check
for surrounding
Counties & State
contact TBI.gpl*

P.O. Box 1283 • Morristown, Tennessee 37816-1283 • Phone (423)586-1215 • Fax (423)587-9518



City of Morristown
Office of the Police Department
Support Services
FAX TRANSMITTAL
COVER SHEET



TO : Sevier County Sheriff's Department
Attn: Records Division

FROM : Lt. Billy Gulley, Support Services Supervisor

RE : Records Check for a Certificate of Compliance Application

DATE : June 13, 2017

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: 2

COMMENTS: (only for the last 10 years)

THANK YOU

NOTICE

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IF THERE WAS A PROBLEM RECEIVING THIS FAX, PLEASE CONTACT THIS OFFICE AT (423) 585-4630.

THANK YOU!

MORRISTOWN POLICE DEPARTMENT



City of Morristown
Office of the Police Department



LOCAL ARREST HISTORY
MORRISTOWN, TN (CITY LIMITS ONLY)

Subject of Inquiry: PATEL, ASHISH R.
Last First Middle

Full Maiden Name if Applicable

Date of Birth: 1970

Address: Street: City: State: Zip Code:

ID Presented: ☒ DL (State TN) ☐ SSN ☐ Military ☐ Other ID Number:

☐ Check if information is same as above

Person Requesting: GULLEY, B.
Last First Middle

Date of Birth:

Address: Street: MPD City: State: Zip Code:

ID Presented: ☐ DL (State) ☐ SSN ☐ Military ☐ Other ID Number:

"I understand this information is regulated by law."

Signature

☒ No Record was found with the name and DOB provided.

☐ The following record was found with the name and DOB provided.

Date:	Charges:

☐ Continued on Reverse Side

Melinda Anderson Records
Employee Processing History Title

Date: 6/13/17

[Return to Agenda](#)