

FINANCE COMMITTEE

July 7, 2020

2:30 p.m.

AGENDA

CITY OF MORRISTOWN, TENNESSEE

CITY COUNCIL MEETING

July 7, 2020

5:00 p.m.

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. June 16, 2020

6. PROCLAMATIONS/PRESENTATIONS

1. Recognition of Morristown Fire Department Chief Bill Honeycutt

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

8. OLD BUSINESS

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

9. NEW BUSINESS

9-a. Resolutions

1. Resolution No. 1-21

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

2. Resolution No. 2-21

A Resolution of the City Council of the City of Morristown, Tennessee requesting approval to apply for the Hazardous Materials Emergency Preparedness Grant Program.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____

An Ordinance of the City Council of Morristown, Tennessee an Ordinance setting the Tax Rate at \$1.3958 for the Fiscal Year 2020-2021.

{Public Hearing Date July 21, 2020}

9-c. Awarding of Bids/Contracts

1. Approval of Change Order #3 with Merit Construction for the City Center Plaza and Garage project increasing the amount \$48,360.79 bringing the total of the contract to \$2,689,518.42.
2. Approval of Contract between the City of Morristown and Morristown Air Services for Fixed Based Operator at the Morristown Regional Airport.
3. Approval of the Community Development Block Grant CDBG Annual Action Plan for the 2020-17th Plan Year.
4. Approval of Sponsorship Agreement between the City of Morristown and Dicks Sporting Goods.
5. Approval of the Hold Harmless Agreement with Gail Noe-Kilgore for the use of the Talley Ward Recreation Center.

9-d. Board/Commission Appointments

1. Council's consideration of Mayor Chesney's nomination to the Morristown Utility Commission for a five (5) year term to expire on July 31, 2025. Term expiring Harold Nichols.
2. Mayor appointment to the Morristown Regional Planning Commission to fill the unexpired term of Sylvia Hinsley; term expiring March 1, 2024

9-e. New Issues

1. Approval of Promotion to Fire Marshal, Morristown Fire Department

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

City Council Meeting/Holiday Schedule:

July 7, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
July 7, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 21, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 21, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 4, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
August 4, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 4, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 18, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 18, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 1, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
September 1, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 1, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 7, 2020	Monday		City Employee's Holiday – Labor Day
September 15, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 15, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 6, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
October 6, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 6, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 20, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 20, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

**WORK SESSION
Post-Meeting Work Session
July 7, 2020**

1. Brady Act – Clark Taylor, Fire Chief and Joey Barnard, Asst. City Administrator

**STATE OF TENNESSEE
COUNTY OF HAMBLEN
CORPORATION OF MORRISTOWN
June 16, 2020**

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 16, 2020, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present: Chris Bivens, Bob Garrett, Tommy Pedigo, Kay Senter. The following Councilmembers were absent: Al A'Hearn and Ken Smith

Reverend Ventrus Norfolk led in the invocation and Mayor Chesney led in the "Pledge of Allegiance".

Councilmember Pedigo made a motion to approve the June 2, 2020 minutes as circulated. Councilmember Senter seconded the motion and upon roll call, all voted "aye".

A Public Hearing was held relating to Ordinance No. 3651; no one spoke.

Councilmember Senter made a motion to approve Ordinance No. 3651 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3651

Entitled an Ordinance of the City of Morristown, Tennessee, Adopting the Annual Budget for the Fiscal Year Beginning July 1, 2020 and ending June 30, 2021.

A Public Hearing was held relating to Ordinance No. 3652; no one spoke.

Councilmember Senter made a motion to approve Ordinance No. 3652 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3652

Entitled an Ordinance of the City of Morristown, Tennessee to Amend Title 5 – Municipal Finance and Taxation.

A Public Hearing was held relating to Ordinance No. 3633.02; no one spoke.

Councilmember Senter made a motion to approve Ordinance No. 3633.02 on second and final reading. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3633.02

Entitled an Ordinance to Amend Ordinance Number 3633, the City of Morristown, Tennessee Annual Budget for Fiscal Year 2019-2020 and to appropriate additional funds totaling \$106,163.

Councilmember Bivens made a motion to approve Resolution No. 14-20.
Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”

Resolution No. 14-20

A Resolution of the City of Morristown, requesting approval to apply for the Governor’s Local Government Support Grants to fund Street Infrastructure Improvements.

Councilmember Pedigo made a motion to approve Resolution No. 15-20.
Councilmember Bivens seconded the motion and upon roll call; all voted “aye”

Resolution No. 15-20

A Resolution of the City Council of Morristown, Tennessee authorizing the disbursement to ALPS, Boys & Girls Club of Morristown Inc., The Child Advocacy Center, Girls Inc., Helping Hands Clinic Inc., KMHB, MATS, Morristown-Hamblen 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, Morristown’s Task Force On Diversity, Morristown-Hamblen Imagination Library Advisory Council, Economic Development, Crockett Tavern, Friends of Hospice of the Lakeway Area, and of those funds allocated to these Non-Profit Charitable and Civic Organizations in the City of Morristown’s 2020/2021 fiscal year budget.

Councilmember Senter made a motion to approve the Stormwater Drainage Projects Contract with LDA Engineering to provide Construction Administration in the amount of \$12,000 and Resident Project Representation Services in an amount not to exceed \$30,000.
Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the contract with GEOS Services to provide testing services for the Stormwater Drainage Projects in an amount not to exceed \$7,000.
Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve the Interlocal Agreement with Hamblen County Communications Emergency Communications District, Hamblen County, and the City of Morristown. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the Settlement and Release Agreement for Merchants Greene Phase 2 (Storm Water Agreement). Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve the best and lowest bid submitted by Quality Waste to provide Dumpster Services for the City of Morristown and to allow City Administrator Tony Cox to enter into contract negotiations. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to approve Change Order No. 5 with Merit Construction for construction of Impound Lot improvements at the new Public Works Facility Project in the amount of \$79,269. Councilmember Senter seconded the motion and upon roll call; Mayor Chesney, Councilmembers Bivens, Pedigo and Senter all voted “aye”. Councilmember Garrett “abstained”.

Councilmember Senter made a motion to approve Change Order No. 1 with GEOS Services, Inc. for the new Public Works Facilities Project in the amount of \$7,884. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the proposal submitted by Design Innovations Architects, Inc. for Engineering Services for the rehabilitation of the Shuck Shelter located at Frank Lorino Park in an amount not to exceed \$9,300. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to approve the best and lowest bid submitted by Municipal Equipment, Inc. for a 2021 Peterbilt Model 520 RHD with New Way 31 Yard Sidewinder in the amount of \$280,508 with the option to purchase up to two (2) additional units within 60 days of the bid award. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the contract to renew the existing Preventive Maintenance Agreement with Cook’s Mechanical Services for one (1) additional year in a total amount of \$39,496. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to renew the existing Brokerage/Consulting Agreement with Mark III Employee Benefits for Insurance Broker Services for one (1) additional year for a total amount of \$30,000. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to renew the existing Tree Trimming and Removal Agreement with Arbor Excel, LLC for one (1) additional year. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the Memorandum of Understanding with Knoxville-Knox County Community Action Committee (CAC) for Community Development Block Grant (CDBG) Home Rehabilitation and Emergency Repair for one (1) additional year. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to renew the existing Office 365 Subscription Services with Miracle Software Systems for one (1) additional year. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to declare surplus one (1) 1999 Ford Crown Victoria Vehicle VIN #2FAFP71W2XX161808 to be sold on GovDeals. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to declare surplus various Police Department equipment items to be sold on GovDeals or destroyed. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to re-appoint Dr. Alpha Alexander, Treva Purkey and Kay Senter to the Morristown-Hamblen Library Board for three-(3) year terms to expire on July 1, 2022. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Pedigo made a motion to appoint Tim Coley and Susanne Deneau to the Industrial Development Board (Health, Education & Housing Facilities Board) and to re-appoint Ed Hale, David Purkey and Anderson Smith to the Industrial Development Board (Health, Education & Housing Facilities Board) for six (6) year terms expiring on June 30, 2026. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to appoint Clark Taylor to the position of Chief for the Morristown Fire Department. Councilmember Bivens seconded the motion and upon roll call; all voted “aye”.

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided. The following spoke: Nigel Reid

Mayor Gary Chesney adjourned the June 16, 2020 Morristown City Council meeting at 5:41 p.m.

Mayor

Attest:

City Administrator

RESOLUTION NO. 1-21

**A RESOLUTION OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AUTHORIZING THE CITY OF MORRISTOWN TO
PARTICIPATE IN PUBLIC ENTITY PARTNERS “SAFETY
PARTNERS” MATCHING GRANT PROGRAM.**

WHEREAS, the safety and well-being of the employees of the City of Morristown is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the City of Morristown employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a *“Safety Partners” Matching Grant Program*.

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

SECTION 1. That the City of Morristown is hereby authorized to submit application for a “Safety Partners” Matching Grant Program through Public Entity Partners.

SECTION 2. That the City of Morristown is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

This Resolution shall be effective from and after its adoption.

Passed on this the 7th day of July in the year of 2020.

Mayor

ATTEST:

City Administrator

RESOLUTION NO. 2-21

A RESOLUTION OF THE CITY OF MORRISTOWN, REQUESTING APPROVAL TO APPLY FOR THE HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT PROGRAM.

WHEREAS, the City of Morristown, recognizes the need to increase effectiveness in safely and efficiently handling hazardous materials and emergency training and planning by incorporating the unique challenges of responses to transportation situations, and

WHEREAS, the City of Morristown desires to provide the proper training for emergency response for the Morristown Fire Department; and

WHEREAS, the Tennessee Emergency Management Agency (TEMA) provides funding through the Hazardous Materials Emergency Preparedness (HMEP) Grant Program to provide the desired training; and

WHEREAS, the City of Morristown is requesting \$14,000 for Haz-Mat training with an in-kind match of \$2,800; and

WHEREAS, it is agreed that the City of Morristown will comply with the Terms of Agreement prescribed by the Hazardous Materials Emergency Preparedness (HMEP) program; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morristown that the City of Morristown is hereby authorized to submit application for the Tennessee Emergency Management Agency (TEMA) Hazardous Materials Emergency Preparedness Grant.

Adopted this 7th day of July 2020, by the local legislative body of the City of Morristown, Tennessee.

APPROVED:

Gary Chesney, Mayor

ATTEST:

Anthony W. Cox, City Administrator

ORDINANCE NO. _____

**AN ORDINANCE SETTING THE TAX RATE AT \$1.3958 FOR THE FISCAL YEAR
2020-2021**

**BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCILMEMBERS OF THE
CITY OF MORRISTOWN, TENNESSEE:**

SECTION I. That the tax rate for the fiscal year 2020-2021 be and is hereby fixed at \$1.3958 on each one hundred dollars (\$100) assessed value of taxable property located within the City of Morristown, Tennessee.

SECTION II. That the tax rate hereby set forth is the equalized property tax rate as presented by the State of Tennessee, State Board of Equalization.

SECTION III. That a public hearing will be held at the next scheduled meeting for final consideration of this ordinance on second reading, and the City Clerk has hereby prepared and has published, proper notice of said public hearing not less than ten (10) days prior to the date of said public hearing.

SECTION IV. This ordinance shall take effect upon its final passage.

Passed on first reading this the _____ day of _____, 2020.

Mayor

Attest:

City Administrator

Passed on second and final reading this the _____ day of _____, 2020.

Mayor

Attest:

City Administrator



AIA® Document G701™ – 2017

Change Order

PROJECT: (Name and address)
Morristown City Hall Plaza Garage
Morristown, TN

CONTRACT INFORMATION:
Contract For: General Construction
Date: March 8, 2019

CHANGE ORDER INFORMATION:
Change Order Number: 003
Date: March 20, 2020

OWNER: (Name and address)
City of Morristown
100 West First North Street
Morristown, TN 37814

ARCHITECT: (Name and address)
Design Innovations Architects
402 S Gay Street, Ste 201
Knoxville, TN 37902

CONTRACTOR: (Name and address)
Merit Construction, Inc.
10435 Dutchtown Road
Knoxville, TN 37932

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PCO#11 - Added (3) wheel stops
PCO#12 - Parking Garage head clearance bar
PCO#14 - Remove handrail and build wall
PCO#16 - Add Canopy and weed blocker
PCO#17 - French Drain
PCO#18 - Handrail Down Steps
PCO#20 - Additional Landscaping

The original Contract Sum was	\$	2,764,000.00
The net change by previously authorized Change Orders	\$	-122,842.37
The Contract Sum prior to this Change Order was	\$	2,641,157.63
The Contract Sum will be increased by this Change Order in the amount of	\$	48,360.79
The new Contract Sum including this Change Order will be	\$	2,689,518.42

The Contract Time will be increased by Ninety (90) days.
The new date of Substantial Completion will be 4/25/20

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Design Innovations Architects

ARCHITECT (Firm name)

Rik Norris

SIGNATURE

Rik Norris, Senior Project Architect
PRINTED NAME AND TITLE

6-24-2020
DATE

Merit Construction, Inc.

CONTRACTOR (Firm name)

Shannon Sapp

SIGNATURE

Shannon Sapp, President
PRINTED NAME AND TITLE

6/24/20
DATE

City of Morristown

OWNER (Firm name)

Larry Clark

SIGNATURE

Larry Clark
PRINTED NAME AND TITLE

DATE

GENERAL FIXED BASED OPERATOR CONTRACT

This AGREEMENT effective on this the 1st day of August, 2020, by and between MORRISTOWN MUNICIPAL AIRPORT COMMISSION and THE CITY OF MORRISTOWN (hereinafter referred to as “LESSOR”) and MORRISTOWN AIR SERVICE, INC (hereinafter referred to as “LESSEE”), with reference to the Morristown Regional Airport (hereinafter referred to as the “AIRPORT”).

WITNESSETH

The parties hereto, for an in consideration of the rents, covenants and agreements contained herein, agree as follows:

Article I.

Premises and Obligations

The parties wish to enter into a lease agreement upon the effective date hereof. Lessor does hereby demise and let unto Lessee, and Lessee does hereby hire and take from Lessor, certain premises and facilities, rights, licenses and privileges on and in connection with the property and improvements of Lessor at its Municipal Airport, specifically with the requirements of Title 9, Section 14 of the Morristown Municipal Code (minimum standards) and amendments thereto, and as more particularly hereinafter set forth:

A. Use of Airport. The use, in common with others authorized so to do, of said Airport and all appurtenances, facilities, improvements, equipment and services which are or may hereafter be provided thereas, such use without limiting the generality hereof, to include the following rights, licenses and privileges:

The operation of a transportation system by aircraft; the repairing, maintaining, conditioning, servicing, parking or storage of aircraft or other equipment; the training of personnel, and the testing of aircraft, engines, accessories, and related equipment; the servicing by Lessee of other aircraft and other equipment, including the right to install and maintain on said Airport adequate storage facilities and appurtenances including

rights of way necessary therefore; the landing, taking off, parking, loading and unloading of aircraft or other equipment; the right to load and unload persons, property and mail at said Airport by such means of conveyance as Lessee may desire, the right to install and operate advertising signs, the general type and design of such signs meeting ordinances of the City of Morristown and subject to the approval of the City Administrator or his designee; the right to install, maintain and operate radio, communications, meteorological and aerial navigation and other such equipment and facilities, in, on and about the premises herein leased as may be necessary or convenient for Lessee's operations; the conduct of any other business or operation reasonably necessary to the proper conduct and operation by Lessee of its business.

B. Customer Service. Lessee shall provide to Lessor and Lessee's employees a customer service manual. Within the manual, Lessee shall list its mission statement and provide a statement regarding their customer service philosophy. The manual shall also include detailed requirements to Lessee's employees as to how and when interactions with guests of the airport are required.

For example: Each arriving aircraft is to be greeted by an "FBO" employee. Employee is to greet the pilot in command and their passengers. In an effort to determine the level of service required, employee shall offer FBO services to the pilot in command. Pilot and guests are invited to the terminal building and are directed to the lounge and restroom areas.

The manual shall indicate the frequency with which employees are trained on customer service and when. The Lessee shall sign the manual and require each employee to read the manual and sign a statement saying they did so. The Lessee shall keep records of customer service training and employees' signed statements.

C. Space in Terminal Building. Shared use of the Terminal Building for conducting airport business; The Lessee shall have primary use of the Flight Services area except for one office space previously used by the airport manager and the

conference room, which the Lessor reserves for its own use with full rights of ingress and egress thereto; the remainder of the building shall be reasonably accessible by the general public with the exception of equipment rooms, janitorial closets, and aforementioned Flight Services area. Use of the conference room must be approved by the Lessor. Lessee agrees to adhere to policies and procedures established by Lessor for use of said conference room. Use of the classroom must be scheduled with the Lessee and an activity log will be maintained by the Lessor. Scheduling of special events on or at any of the City's airport facilities must be approved by the Lessor.

D. Fuel Farms. There is located on the Lessor's property immediately adjacent to the Terminal Building a fuel farm. Lessee shall ensure that adequate fuel is always maintained on hand to meet the needs of the Airport. In addition to the operation of the fuel farm, the Lessee shall provide a fuel truck for jet fuel within six (6) months from the execution of this contract. The Lessee agrees to operate a jet fuel truck to provide proper customer service when the use of said fuel truck is preferred to the fuel farm.

The Lessee will be required to meet or exceed all local, state and federal law and regulation regarding the use of and maintenance of the fuel farm(s). This shall include but not be limited to compliance with regulations of the Tennessee Department of Environment and Conservation, Federal Aviation Administration, and requirements of the Lessee's fuel supplier. Lessee shall maintain proper inventory control, complete required fuel farm inspections, and complete adherence to the Spill Prevention and Countermeasures Plan requirements and training. Lessee shall participate in fuel vendor's safety and fuel quality training events and certification courses as recommended. Lessee shall provide Lessor with Policies and Procedures Manual regarding the proper operation of fuel farm. Lessee shall keep written records of inventory, all inspections, testing, training, incidents, and all other activities related to use of the fuel farm. Documentation shall be provided electronically by the 10th of the following month to the airport manager on a monthly basis supporting inventory, inspections, training, incidents, etc.

E. Parking Space. The use by Lessee, its employees, customers, suppliers and other licensees or invitees, without charge, of adequate designated vehicular parking space located as near as possible to the Terminal Building. Lessee's employees shall make every effort to keep spaces closest to the Terminal Building open for use by guests as previously listed and the general public.

F. Right of Access, Ingress and Egress. The full and unrestricted access and ingress to and egress from the premises as stated in this document for all purposes stated in this document, with the exception of closures related to emergencies, City sponsored events, maintenance related activities, and capital improvement projects.

Additionally, the leased premises are accepted by Lessee, subject to any and all existing easements or other encumbrances. The Lessor reserves the right to establish, grant or utilize easements or right-of-way over, under, along and across the leased premises for utilities, pipelines, drains or access as it may deem advisable for the public good; provided, however, that the Lessor agrees to exercise such rights in a manner that will not unreasonably interfere with the Lessee's use of the premises.

G. Courtesy Car. The Lessee shall provide a courtesy car for use by guests arriving by aircraft. The courtesy car shall be no more than ten years old at any time during the course of the lease. The car shall be clean, comfortable, and well maintained with regard to manufacturer's safety equipment and mechanical condition. Lessee shall maintain the vehicle. The courtesy car shall be insured as stated in Article III, Subsection A. of this document.

H. Mowing and Perimeter Maintenance. Lessee shall maintain mowing of the facilities. The required mowing area is approximately 192 acres. Vegetation within 100' of AWOS shall be maintained at 6". Vegetation at both approaches and within 400' of the runway centerline shall be maintained at a maximum height of 12". All remaining vegetation shall be maintained at a maximum height of 24". Vegetation around terminal

area, airfield lighting, and navigational aids shall be finished mowed and maintained on a regular basis to prevent blocking of the device and ease of maintenance and for aesthetics. The Lessee shall be held responsible for equipment and facility damage due to negligence. If the Lessee desires to subcontract for mowing services, this request shall be submitted to and must be approved by the Lessor's Commission or its designee.

The Lessor will provide the necessary heavy equipment (tractor and bushhog) in good working order to accomplish the task of maintaining property for areas that are not to be finished mowed. Maintenance costing less than \$1,000 per instance of the equipment becomes the responsibility of the Lessee. However, the Lessor's Fleet Maintenance shall approve any and all work performed. If work is performed by the Lessor's Fleet Maintenance, the Lessee shall reimburse the Lessor's Fleet Maintenance. All preventative maintenance shall be performed by Lessor's Fleet Maintenance at Lessor's costs. The Lessee shall be held responsible for equipment and facility damage due to negligence. If equipment is required that is not owned by the Lessor, the Lessee shall either provide or subcontract subject to approval as stated above. Nothing herein prevents Lessee from utilizing the area that is not required to be finished for the purpose of harvesting hay for agricultural use. Should the Lessee utilize the area for the growth of hay, the Lessee shall be entitled to any and all revenue generated from said use. Lessee assumes all liability related to hay operation and holds Lessor harmless. Lessee shall ensure that all hay harvested is immediately removed from Airport property and is not stored on premises.

All areas around the terminal, hangars, AWOS, and NAVAIDS shall be maintained free of debris including any refuse, grass, weeds, etc. by the Lessee. This shall include any and all landscaped areas. The landscaped areas shall be maintained. It is the responsibility of the Lessor to maintain the perimeter fence free from weeds, trees, etc. The Lessee shall ensure that no materials that are not aviation related are permitted on the airfield. The items include but are not limited to trailers, trucks, boats, motors, etc. The Lessee shall have three (3) business days to have non-aviation items removed from the airfield upon notification from the Airport Manager.

Lessee's insurance shall provide for coverage of claims its use of City and Commission equipment may incur. Lessee shall provide an Equipment Training and Safety Manual. In order to adequately prepare its employees in the skilled and safe operation of City and Commission provided equipment as well as Lessee's equipment, General FBO employees or contractors shall receive annual training on this manual by the Lessee. A copy of the manual shall be provided to the Commission.

I. Uniforms. Lessee shall provide to the Lessor and Lessee's employees a Uniform Policy. The Lessee shall at a minimum provide uniform long sleeve and short sleeve shirts labeled to identify its employees as employees of the FBO. All employee(s) of the FBO must be required to wear the FBO's uniform clothing and conform to uniform policy when at work. All clothing worn by FBO employees is to be appropriately fitted, clean, and present a professional appearance to the public. Lessor will not provide uniform clothing.

J. Obligations to Commission and City. The Lessee shall assist the Airport Manager with contracts and dealings with engineers, contractors, consultants and the like. When required, the Lessee shall assist the Airport Manager and/or Commission by providing aeronautical information for grant applications. The Lessee shall be required to attend all meetings of the Airport Commission and if requested, attend meetings of the City Council. Lessee shall also submit monthly activity reports to the Airport Manager. The monthly report shall include, at a minimum, number of air traffic operations, fuel sold by type (in gallons and dollars), to the City. The Lessor shall have the right, upon reasonable written notice to Lessee, to perform a periodic audit of the books and records of Lessee, which relate to its operations at the Airport for any or all of the two (2) years immediately preceding such audit.

M. Optional Services Provided by Lessor. Upon prior approval by the Lessor, and provided the Lessee has obtained the requisite permits, the Lessee may provide the following additional services:

- 1) Aircraft repair and scheduled maintenance;
- 2) Aircraft sales;
- 3) Flight training services;
- 4) Airframe and power plant maintenance and repair services;
- 5) Specialized maintenance such as upholstery repair, radio, instrument repair, etc.;
- 6) Avionics repair;
- 7) Aerial surveying and photography;
- 8) Maintain vending machines in the terminal building;
- 9) Selling of miscellaneous retail products such as promotional items, pilot supplies, oil and other lubricants;
- 10) Charter services.

Article II

Lease Term and Rent Payment

Subject to earlier termination as hereinafter provided, the initial term of this lease shall be for a period commencing as of the date the Lessee is granted possession of the Hangar by Lessor and ending midnight June 30, 2025. If this lease shall be in force and effect on the date for the expiration of the original term, and Lessee shall have on that date fully complied with all conditions contained herein, and specifically with the requirements of Title 9, Section 14 of the Morristown Municipal Code (minimum standards) and amendments thereto, Lessor may elect to renew this lease for a period of five (5) years beginning immediately after the expiration of the original term. To exercise such election(s), Lessor shall give to Lessee notice in writing of such election at least sixty (60) days prior to the expiration of the original or renewal term as the case may be.

The Lessee agrees to pay Lessor \$120,000 per annum with annum being defined as Lessor's fiscal year (July 1 to June 30). Payment shall be made in monthly installments of \$10,000 per month from the effective date of this agreement. Any partial month is to be construed as a full month and payment shall be a full month's payment. Payment shall be made to the Lessor and received by the 10th of the month. Any payment not received by the 10th of the month shall accrue a 2.5% penalty. In exchange for the defined payment, the Lessor understands that it shall not receive any additional commission from rental of hangars defined herein nor a flowage fee from fuel sales.

Article III

Insurance and Maintenance

A. Insurance. Lessee is required to maintain liability insurance in the following amounts during the original and any renewal term hereof:

General Liability

Airport Liability, Premises, Operations, Products	\$1,000,000 per occurrence BI/PD
Personal Injury/Advertising Injury	\$1,000,000 per occurrence
Fire Damage	\$250,000
Contractual Liability	\$1,000,000
Independent Contractors	\$1,000,000
Medical Payments	\$5,000
Additional Insured	Yes

Automobile Liability (on and off airport)

Additional Insured	\$1,000,000 owned, hired, non-owned Required
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Workers Compensation

Coverage A	Statutory
Coverage B - Each Accident	\$1,000,000
- Disease Aggregate	\$1,000,000
- Disease Per Person	\$1,000,000
Wavier of Subrogation	Required

Excess Products Coverage – Fueling

Additional Insured	\$50,000,000 Required
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Professional Liability E&O

N/A

Storage Tank Legal Liability

\$1,000,000

Lessee is to provide Lessor a current certificate of insurance naming the City of Morristown as an additional insured on an annual basis.

B. Surety. The Lessee shall provide to the Commission in form and substance satisfactory to the Commission a performance bond or clean, irrevocable letter of credit. The value of the performance bond or irrevocable letter of credit shall be a minimum of \$25,000. The performance bond or irrevocable letter of credit shall remain in effect during the entire term of the lease and must be renewed as required by the Lessee's surety or bank. Lessee's surety or bank providing these services shall have offices in Tennessee.

C. Operations of Airport Related to FBO. Lessee agrees to operate as a General FBO and maintain with adequate and efficient personnel and to keep in good repair said Airport and Terminal Building, and the appurtenances, facilities and services now or hereafter connected therewith, and to keep said Airport free from obstructions for the safe, convenient and proper use thereof by Lessee, and to maintain and operate its business in all respects equal to the highest rating issued by the Federal Aviation Administration for comparable airports and in accordance with all rules and regulations of any other governmental agencies having jurisdiction thereof. Lessee agrees to provide the Commission a Safety Plan for Airport Operations. Items to be included in the plan, though not limited to are, airfield operations, runway crossing procedures, communications, NOTAMS, etc. The opening and closing of the terminal building each day shall be the Lessee's responsibility. At a minimum, Lessee shall have employee(s) maintain a presence at the terminal building seven days each week 8:00 A. M. to dark. During this time the employees shall monitor the UNICOM and NAVAID monitors. Each guest visiting the terminal from either the public side or aviation side shall be greeted in a professional manner and asked questions to determine the level of service the

guest requires. Any problem with NAVAIDS or other airport facility or equipment shall be reported immediately to the Airport Manager. Lessee shall provide for flight training in accordance with the City of Morristown Minimum Standards for Fixed Based Operators. Lessee agrees to keep the leased premises in as good condition as same now exist, normal wear and tear excepted, and Lessee agrees to keep said premises neat and clean during the term hereof. In the event that repairs are needed to the facility, the Lessee shall assist the Airport Manager in soliciting repair services. With exception of the conference room Lessee shall provide janitorial services for the Terminal Building. Periodic janitorial service requirements are listed but not limited to the following:

Daily or as needed

- Mopping, vacuuming, sweeping of floors and areas adjacent to the entrances to the building
- Cleaning restrooms and water fountains
- Restocking of bathroom supplies
- Cleaning of Kitchen area
- Removal of any spills or accidents
- Service trash receptacles
- Snow removal in the entrances, exits, and all walking areas of the property

Weekly

- Mopping, vacuuming, sweeping of floors and areas adjacent to the entrances to the building
- Cleaning restrooms and water fountains
- Dusting furniture and cleaning tabletops
- Cleaning of entry door(s) glass
- Policing of exterior and parking lots for trash/litter

Monthly

- Thorough cleaning of Kitchen area

Semi annually

- Cleaning of interior and exterior windows
- Cleaning, vacuuming of furniture
- Base board cleaning

Failure to maintain the airport facilities in a favorable manner as set forth herein shall result in the Lessor procuring services to provide satisfactory results at the Lessee's expense.

Lessee shall be responsible for securing and payment of telephones lines to the terminal building that it deems necessary for operations. Lessor shall provide for all hangar utilities, not under a ground lease, including gas, water, sewer, sanitation, electric, cable television, telephone, and internet. The Lessor shall provide phone, TV cable, and internet service to the terminal building. The Lessor shall maintain utilities for the runway lights and NAVAIDS.

The Lessee shall provide the Lessor with all policy and procedures related to the operation of the Airport within sixty (60) days of the effective date of the agreement. Those policy and procedures are included herein and include, but not limited to the following: Minimum Standards, Self-Inspection Procedures, Fuel Testing, Security Plan, Emergency Response Plan, Wildlife Hazard Assessment, Wildlife Management Plan, Spill Prevention, Control, & Countermeasure (SPCC) Program, Marketing Plan, and Posting and Publication of Rates.

Lessee shall account for all airport operations (landing and takeoffs). This information shall be maintained on a daily basis and reported electronically with supporting documentation to the Airport Manager on a monthly basis. The Lessor shall purchase and install an electronic counter at the end of the runway to assist the Lessee with this requirement.

Lessee shall ensure that information is reported directly from the Lessee to the Airport Manager. The Lessee's employee shall not contact other Lessor's representatives without the knowledge and consent of the Airport Manager.

Article IV

Hangar Rentals/Management

A. Hangar Leases. Lessee shall oversee the rental of all Hangars and box hangars without a ground lease presently located on the premises which are owned by

Lessor. Lease Agreements for these hangars shall be between the General FBO Lessee and the Hangar tenant. The Leases shall be in a form approved by the Commission. The General FBO Lessee shall enforce the rules and requirements of these leases. The General FBO shall not enter into any Hangar lease agreement which extends beyond the termination date of this lease agreement without the prior written consent of the Commission. The Hangars under Lessee control are as follows:

- a. All T-Hangars (forty-two, (42)) on premises that are currently constructed
- b. Quonset Hut upon expiration of ground lease (effective March 1, 2024)
- c. 60 ft. x 80 ft. box Hangar formerly known as the Alpha Aviation Hangar and currently leased by Golden Eagle Aviation , LLC upon expiration of existing lease (effective July 1, 2021)
- d. Twin Bay Hangars
- e. The 100 ft. x 110 ft. storage and aviation maintenance hangar and flight school
- f. The 60 ft. x 80 ft. box Hangar formerly leased by Lakeway Publishers and currently leased by Dr. Angelo Sorce effective upon execution of this agreement.

The Hangars under Lessor control are as follows:

- a. The Hangar and classroom building currently leased to the Tennessee Technology Center
- b. Charter Central Hangar
- c. T. Phillip Carlyle Hangar
- d. Henrikson Aviation Hangar
- e. Med-Trans Corporation Hangar

B. Hangar Utilities. Lessor shall be responsible for payment of all utilities charges serving the Hangars that are not under a ground lease.

C. Policies. Lessee shall provide the Airport Manager with a policies and procedures manual that includes language that the hangars are to be utilized for aviation purposes only and must have operational aircraft or aircraft that can be operational within 60 days. The exception to operational would be those aircraft inside the maintenance hangar or twin hangar. However, even those hangars are not to be utilized solely for storage, as efforts must be made to make aircraft airworthy.

D. Monthly Listing. Lessee shall provide the Airport Manager with a monthly listing of the individuals/entities that are located in each hangar. The listing shall include contact information and the tail number of the aircraft that is in each hangar.

E. Quarterly Inventory and Reporting. Lessee shall conduct quarterly inventories of the hangars and verify hangars in the hangar to the rental contracts. A formal report shall be prepared by the Lessee and presented to the Airport Manager.

F. Annual Inventory and Reporting. The Lessee in conjunction with the Airport Manager shall conduct an annual hangar inventory. A formal report shall be prepared by the Lessee and presented to the Airport Manager.

G. Hangar Access. The Lessee shall ensure that keys and or combination to all hangars are maintained at the terminal and are properly secured and protected. The Lessee will ensure that an additional key and/or combination to all hangars will be provided to the Airport Manager for off-site storage. The Airport Manager shall have access as necessary for inspections, fire marshal examinations, etc. This should be communicated in all rental agreements managed by the Lessee.

H. Removal of Items. The Lessee will require all non-operational aircraft and all non-aviation equipment to be removed within 60 days of the execution of this agreement.

I. Waiting List. Lessee shall maintain an accurate waiting list to include, but not limited to, the name, contact number, email, and tail number of aircraft of all interested parties desiring hangar space. Listing shall indicate if the interest by said party is for a t-hangar or a box hangar.

J. Additional Construction. Nothing herein shall prevent the Lessee from entering into negotiations with Lessor to construct additional t-hangars or box hangars. Any contract for additional hangars between the Lessee and Lessor shall be outside this agreement.

Article V

Rules and Regulations

Lessee covenants and agrees to observe and obey all reasonable rules and regulations which may from time to time during the term thereof be promulgated and enforced by Lessor or other competent authority; provided the same are consistent with safety and do not conflict with the rules of any Federal Agency having jurisdiction there over, and are not inconsistent with the procedures prescribed or approved from time to time by the Federal Aviation Administration for landing and taking off of Lessee's aircraft at said Airport. Lessee will comply with all rules and regulations of the Federal Aviation Administration and the FAA grant assurances the City of Morristown and its Airport Commission is required to follow. Additionally, Lessee shall comply with all ordinances of the City to the extent permitted by local, state and federal law.

Article VI

Indemnification

A. Lessee shall protect, defend, indemnify and hold harmless the Lessor and its employees and agents from and against any and all claims, suits, demands, judgments,

losses, costs, fines, penalties, damages, liabilities (including statutory liability and liability under Workers' Compensation laws) arising by reason of the injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys' fees, court costs and expert fees) of any claim of any nature whatsoever arising out of or incident to:

- (i) Lessee's use of, occupancy of, or activities in or about Morristown Regional Airport;
- (ii) any breach or default by Lessee of the provisions of this Agreement;
- (iii) the wrongful, negligent or careless acts or omissions of Lessee's officers, agents, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur.

The Lessor shall give to Lessee written notice of any such claim or suit for which indemnification will be sought hereunder. In carrying out its obligations under this section, Lessee shall use counsel reasonably acceptable to Lessor.

The Lessee shall also indemnify the Lessor, defend it with counsel reasonable and acceptable to Lessor, and hold Lessor free and harmless from any and all liabilities, damages, claims, penalties, fines, settlements, causes of action, costs or expense (including reasonable attorneys' fees, environmental consultant and laboratory fees, and the costs and expense of investigation and defense of any claims or proceedings) resulting from or attributable to:

- (a) the presence, disposal, release or threatened release of any hazardous material that is on, from or affecting the leased premises, including the soil, water, vegetation, buildings, personal property, persons, animals or otherwise;
- (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to the hazardous material;
- (c) any lawsuits or administrative order relating to the hazardous material; or
- (d) any violation of any laws applicable to the hazardous material for which the Lessee is responsible under this Agreement.

B. Lessor shall protect, defend, indemnify and hold harmless the Lessee and its members, officers and employees from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities (including statutory liability and liability under Workers' Compensation laws) arising by reason of the injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys' fees, court costs and expert fees) of any claim of any nature whatsoever arising out of or incident to:

- (i) any breach or default by Lessor of the provisions of this Agreement;
- (ii) the wrongful, negligent, or careless acts of the Lessor's officers, agents, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur.

The Lessee shall give to Lessor written notice of any such claim or suit for which indemnification will be sought hereunder. In carrying out its obligations under this section, Lessor shall use counsel reasonably acceptable to Lessee.

C. The hold harmless and indemnification provisions of this section shall survive the expiration or termination of this Agreement.

Article VII

Exceptions

Any public funds made available for improvement of the Airport shall inure exclusively to Lessor's benefit.

Article VIII

Control over Rates and Charges

Lessor shall have no control whatsoever over the rates, fares, or charges that Lessee may prescribe for any of its services by air or land to, from, or through said Airport. Lessee shall establish and control the amount of its hangar rental fees and fuel charges.

Article IX

Cancellation by Lessor

In the event that Lessee shall file a voluntary petition in bankruptcy or that proceeding in bankruptcy shall be instituted against it and Lessee thereafter is adjudicated bankrupt pursuant to such proceedings or that the court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal re-organization act, or that a receiver of Lessee's assets shall be appointed, or that Lessee shall be divested of its estate herein by other operation of law, or that Lessee shall fail to perform, keep and observe any of the terms, covenants or conditions herein contained, on its part to be performed, the Lessor may give the Lessee written notice to correct such condition or cure such default and, if any such condition or default shall continue for thirty (30) days after the receipt of such notice by the Lessee, the Lessor may, after the lapse of said thirty (30) days period and prior to the correction or curing of such condition or default, terminate this lease by a thirty (30) day written notice.

Further, Lessor shall have the right to terminate this Lease Agreement by giving ten (10) days written notice thereof if a change of control occurs. Change of control shall mean a transfer of more than fifty (50%) percent of ownership in Lessee. However, consent to a change of control will not be unreasonably withheld by Lessor.

In the event of a termination as stated above, the Lessor shall have the right to enter and take possession of the premises occupied by the Lessee, and expel, oust and remove any and all parties who may occupy any portion of the premises or Airport covered by this Agreement. Lessee shall have no further rights hereunder and shall cease operations upon the Morristown Regional Airport premises, and the Lessor shall be entitled to all reports due and to exercise all other rights hereunder.

Upon expiration or other termination of this Agreement, all fixtures, improvements, equipment and other property returning to Lessee on the Airport premises shall be removed immediately by Lessee at its sole expense. Lessee shall be obligated to bring repairs and maintenance of the Airport structures, facilities and equipment to a current state before vacating the premises. Additionally, Lessee shall cooperate with

Lessor in the transition to a new FBO of the Airport and shall promptly, upon request, turn over all keys and operating manuals or other documents related to facilities and equipment at the Airport.

Article X

Cancellation by Lessee

Lessee may extend or cancel this agreement, in whole or in part, and terminate all or any of its obligations hereunder at any time, by thirty (30) days written notice upon Lessee discussion with the Airport Commission and/or its designee **and a subsequent renegotiation and/or agreement of the parties, based upon** the Lessee's inability to operate, in whole or in part, said Airport and related facilities due to the happening of any one or more of the following events: the failure or refusal of the Federal Aviation Administration to grant Lessee the right to operate into and from said Airport; issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of said Airport or any part thereof for Airport purposes; the breach by Lessor of any of the covenants contained in this Agreement and the failure of Lessor to remedy such breach for a period of thirty (30) days after receipt of a written notice of the existence of such breach; the assumption by the United States Government or any authorized agency thereof of the maintenance and operation of said Airport and facilities or any substantial part or parts thereof.

Lessee may extend or cancel this agreement, in whole or in part, and terminate all or any of its obligations hereunder at any time, **by thirty (30) days written notice** upon Lessee discussion with the Airport Commission and/or its designee, **and a subsequent renegotiation and/or agreement of the parties, based upon** the Lessee's inability to operate, in whole or in part, said Airport and related facilities due to the happening of law, any **court, and/or the Federal Aviation Administration order, executive** order, rule or regulation, or acts of war, earthquake or any other casualty, acts of government, public health emergencies, all epidemics, pandemics (i.e. COVID-19), viruses and or quarantines, terrorism, riot, insurrection, civil strife and commotion, or labor unrest the

assumption by the United States Government or any authorized agency thereof of the maintenance and operations of said Airport and related facilities or any substantial part or parts thereof (“Force Majeure” events) then in such event(s), subject to the terms of this Agreement, Lessee may close and cease operations of all or part of the Airport and related facilities, as permissible **or ordered** by law, rules and regulations established by Federal, State, or Local Government and then reopen and recommence operations when Lessee, in consultation with the Airport Commission or its designee, deems that such may be done without jeopardy to the Airport operations, the health and safety of its tenants, guests, employees, and community. Notwithstanding anything to the contrary contained in this Agreement, any such cessation of operation (a “Force Majeure Cessation”) occurring pursuant to this Section X. shall not be deemed or considered and Event of Default. After discussion **and a subsequent renegotiation and/or agreement** with the Airport Commission or its designee, and subject to any Federal, State, or Local Government Laws, Lessee shall immediately open said Airport after the Force Majeure event(s), which caused the Airport, in whole or in part, to be shut down.

With respect to any and all obligations to be performed by Lessee under this Agreement, Lessee shall in no event be liable for failure to perform such obligations, including, but not limited to lease payments, when prevented from operating said Airport by any Force Majeure event(s), including but not limited to those events listed above, that are beyond the reasonable control of Lessee. In the event Lessee does not cancel this Agreement, Lessee's obligations under this Agreement shall be extended for a period of time equivalent to the amount of time of the delay from such Force Majeure event(s), and Lessee shall have peaceable and quiet possession of the Airport and related facilities and shall be entitled to possess such, free from eviction, legal action from the City of Morristown or disturbance during any such period of time, and without contractual obligations to the City of Morristown such as lease payments, etc. **during this temporary closure.** Should Lessee reopen said Airport operations in full subsequent to a Force Majeure event, Lessee will be bound by the terms of this Agreement with any modification agreed to in writing by the parties.

Article XI

Assignment of Lease

Lessee shall not at any time assign this lease or any part thereof without the consent in writing of Lessor, provided that the foregoing shall not prevent the assignment of this lease to any corporation with which the Lessee may merge or consolidate or which may succeed to the business or assets of the Lessee or a substantial part thereof, or prevent the sub-letting of any of the space leased exclusively to the Lessee hereunder.

Article XII

Quiet Enjoyment

Lessor agrees that, on payment of the rent and performance of the covenants and agreements on the part of the Lessee to be performed hereunder, Lessee shall peaceably hold and enjoy the leased premises and all the rights and privileges of said Airport, its appurtenances and facilities granted herein.

Article XIII

Notices

Notices to the Lessor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the City of Morristown, 100 West First North Street, Morristown, Tennessee 37814; and notices to the Lessee, if sent by registered mail, postage prepaid, addressed to Morristown Air Service, Inc., 5233 Old Highway 11E, Morristown, TN 37814, or to such other respective addresses as the parties may designate in writing from time to time.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands this the _____ day of _____, 2020.

CITY OF MORRISTOWN, TENNESSEE

MORRISTOWN MUNICIPAL
AIRPORT COMMISSION

By: _____
GARY CHESNEY, MAYOR

By: _____
FRANK MCGUFFIN, PRESIDENT

ATTEST:

ANTHONY COX, CITY ADMINISTRATOR

MORRISTOWN AIR SERVICE, INC.

By: _____
BEN WILLIAMSON, PRESIDENT

STATE OF TENNESSEE
COUNTY OF HAMBLLEN

Before me, a Notary Public, of the state and county aforesaid, personally appeared, GARY CHESNEY and ANTHONY COX with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the Mayor and City Administrator, respectively, of the City of Morristown, Tennessee, the within named bargainor, a municipal corporation, and that they as such Mayor and City Administrator, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as Mayor and City Administrator.

Sworn to and subscribed before me, this the _____ day of _____, 2020.

Notary Public
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF HAMBLLEN

Before me, a Notary Public, of the state and county aforesaid, personally appeared, JOHN FRANKLIN MCGUFFIN with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of the Morristown Municipal Airport Commission, the within named bargainor, a municipal corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Sworn to and subscribed before me, this the _____ day of _____, 2020.

Notary Public
My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF HAMBLLEN

Before me, a Notary Public, of the state and county aforesaid, personally appeared, Ben Williamson, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of Morristown Air Service, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Sworn to and subscribed before me, this the _____ day of _____, 2020.

Notary Public
My Commission Expires: _____

2020-17th Plan Year-Community Development Block Grant Action Plan - Activities Summaries 7-1-20 to 6-30-21

As an Entitlement Community and Participation Jurisdiction, the City of Morristown receives annual funding allocations from the U.S. Department of Housing and Urban Development (HUD) to fund priorities that are addressed in the five-year Consolidated Plan. The Consolidated Plan for Housing and Community Development is a requirement of the 1990 National Affordable Housing Act and the Community Development Plan, for the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan establishes a unified, coordinated vision for community development actions for the upcoming five years using Community Development Block Grant (CDBG) funds to address housing and service programs related to the needs of low to moderate income persons. The City of Morristown's fourth 5 year Consolidated Plan was developed in 2019.

As a recipient of CDBG funding, the City of Morristown must submit an Annual Action Plan at least 45 days prior to the beginning of the new fiscal year. However, due to the Covid-19 pandemic requirements for submission was extended sixty days. The Annual Action Plan is a document that describes the City of Morristown's HUD funded projects and community development related activities that are planned to be conducted within the community in the upcoming fiscal year. These activities must be consistent with the City's 5 year Consolidated Plan. Each year the CDBG program and the proposed allocation of funds are presented during public meetings to allow community members input prior to completion, approval, and submission of the Action Plan. The Citizen's Participation Plan assures that citizens have adequate time to review and comment upon funding proposals within the Action Plan. Any information received during the comment periods or the public hearings will be attached to the Action plan prior to submittal to HUD.

The initial Public Hearings to solicit input regarding community needs for this Action Plan were held on February 21, 2020 and February 25, 2020. A draft of the proposed Action Plan was made available to the public June 8, 2020 beginning the final comment period. Two Public hearings were held to solicit comments on the draft Action Plan. The first was on June 18, 2020 and the second was on July 1, 2020. The final hearing for City Council to review the Action Plan is on July 7, 2020 with final submission to HUD on July 15, 2020. All comments to date have been requests for funding and general support for the program.

All programs funded by the City of Morristown with CDBG entitlement funds will be in accordance with HUD regulations. The City of Morristown's FY 2020 funding represents the 17th year of receiving entitlement grant funds. The amount of funding for FY 2020 is estimated to be \$306,945.00.

The Action Plan for 2020 will fund the following funding;

Homeowner Rehab and Emergency Repair	\$100,000.00
Business Façade Program	\$50,000.00
MHCS Homeless Prevention	\$10,000.00
TVCH-HUD HMIS Program	\$5,000.00
Breath of Life Men's Shelter	\$5,000.00
Downtown Corridor Improvements	\$75,556.00
Admin	<u>\$61,389.00</u>
Total	\$306,945.00



Sponsorship Agreement

City of Morristown
Frankie Cox
415 W. Louise Avenue
Morristown, Tennessee 37813
423-586-0260

6/30/20

Dear Frankie Cox,

Thank you for taking the time to discuss the opportunity for sponsorship. Based on our conversations and what you stated was important to you, we are pleased to enter into this Sponsorship Agreement ("Agreement") between DICK'S Sporting Goods, Inc. ("DSG" or "Sponsor") and City of Morristown ("Organization"). With the intention of being legally bound, we agree as follows:

DSG shall provide the organization with the following:	Value
Cash	\$1,000
In-Store(s) Shop Day(s)	N/A

Shopping Day(s) at our **Morristown, TN** store(s) for Organization's participants, coaches and families to receive **20% off** entire purchase (exclusions apply) on the following date(s):

In Store Shop Dates are TBD

Community Youth Sports Kits	\$2,000
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Quantity	Value
4	Tee Balls (2 dozen) (\$63.99/each)
7	Baseballs (3 dozen) (\$113.99/each)
4	Youth Batting Tees (\$19.99/each)
20	Scorebooks (\$6.99/each)

Organization shall provide DSG with the following:

1. DSG Team Packet Coupon distribution to all Organization's participants during a mutually agreed time
2. Logo with link to electronic team packet coupons on Organization's website (directions on how to link to the website are provided on Exhibit C)
3. Promotion of Organization's In-Store Shop Day at DSG through Organization's email blasts, website and flyer distribution
4. - DSG logo on marketing materials promoting organizations leagues.
- Banners displayed during tournaments and special programming.

Term

The term of this Agreement shall begin on **3/1/2020** and remain in effect until **12/31/2020** ("Term").

Acceptance and Additional Terms and Conditions

The complete terms and conditions applicable to this sponsorship are set forth on the next page and form an integral part of this Agreement. If during the Term, Sponsor and Organization agree to add new sponsorship elements or Organization responsibilities or change the sponsorship elements or Organization responsibilities contemplated by this Agreement, the parties agree that they must do so in writing, with e-mail acceptable, and that these same terms and conditions shall govern all such new or changed sponsorship elements or Organization responsibilities.

We look forward to working with you and appreciate your commitment to youth sports and your service to the community!

Accepted and Agreed:
Dick's Sporting Goods, Inc.

Accepted and Agreed:
City of Morristown

Name: Brian Johnson
Community Marketing Manager

Name: Gary Chesney
Title: Mayor, City of Morristown

Terms and Conditions of Sponsorship Agreement

1. During the Term, Sponsor grants Organization the limited, non-exclusive, non-transferrable, non-sublicensable right to use Sponsor's name, brand and logo solely to advertise the Sponsor's sponsorship rights as set forth above, subject to Sponsor's prior written approval of any and all use of Sponsor's name, brand and logo. Organization agrees that any use of Sponsor's name, brand or logo shall be in accordance with the sample provided on **Exhibit A** and Sponsor's Brand Use Guidelines provided from time to time. Except for this limited license granted to Organization, Sponsor retains all right, title and interest in and to the Sponsor's name, brand and logo.

During the Term, Organization grants Sponsor the limited, non-exclusive, non-transferrable, non-sub-licensable right to use Organization's name, brand and logo to advertise Sponsor's sponsorship rights and relationship with Organization and Organization's achievements generally. Except for this limited license granted to Sponsor, Organization retains all right, title and interest in and to the Organization's name, brand and logo.

2. Organization gives Sponsor the right to take photographs of Organization's events and participants and use those photographs in any media. Organization also agrees to provide Sponsor, at Sponsor's request, with photos of the Organization's events and participants for Sponsor's use in any media. Organization agrees to obtain the required consent from their participants or event participants or such participant's parent or guardian, as applicable. Any photographs taken by Organization which depicts Sponsors name, brand and logo must be approved by Sponsor prior to use.
3. Neither party may assign any of its rights and obligations under this Agreement without the prior written consent of the other.
4. The liability of either party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to any loss of business or profit, or to any indirect, punitive or consequential damages or losses.
5. **Organization hereby releases and forever discharges Sponsor, and its affiliates, and their respective officers, directors, employees, agents, shareholders, successors and assigns (collectively the "Sponsor's Entities"), from and against any and all causes of action, damages, claims, demands, obligations, losses, costs, expenses, including reasonable attorneys' fees, and liabilities of any nature whatsoever, whether known or unknown (collectively "Losses"), which Organization has or may have in the future, that arise out of, directly or indirectly, or are related to the performance of this Agreement by the Sponsor. This release is intended to cover all claims or possible claims arising out of or related to those matters referenced or impliedly referenced above, whether the same are known, unknown or hereafter discovered or ascertained.**
6. To the fullest extent permitted by law and to the extent arising from or relating to, directly or indirectly, the subject matter of this agreement, Organization shall defend, indemnify and hold harmless the Sponsor's Entities from and against any and all Losses arising from or relating to, directly or indirectly, (i) any Organization event; (ii) any negligent act or omission or misconduct of Organization, its employees, members or agents; (iii) the violation of any intellectual property rights of third parties by Organization or its affiliates; (iv) the violation by Organization of any governmental laws, rules, or regulations; or (v) a breach of this Agreement or any representations or warranties in this Agreement by Organization.
7. To the extent permitted by law, and specifically in accordance with the Tennessee Open Records Act, Organization shall treat as confidential any information, whether disclosed in oral, written, [Return to Agenda](#)

visual, electronic or other form, which Sponsor or any of its affiliates or agents discloses to Organization or Organization observes in connection with this Agreement. Sponsor's confidential information includes, but is not limited to, the value of the sponsorship, marketing plans, new store locations, strategies, forecasts, analyses, projects, and employee, customer or vendor information. Organization's obligations under this paragraph shall survive the termination or other expiration of this Agreement.

8. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions of this Agreement shall remain effective and shall be enforced to the fullest extent permitted by applicable law. This Agreement shall be governed under the laws of the State of Tennessee, without regard to its conflicts of law provisions.

Exhibit A

DSG Name/Logo



Download the DICK'S Sporting Goods logo (above)

<http://dickssportinggoods.sponsorport.com/dks/images/dsg-logo-1.png>



Download the DICK'S Sporting Goods logo (above)

<http://dickssportinggoods.sponsorport.com/dks/images/dsg-logo-2.png>

All references to DICK'S Sporting Goods, Inc. in print when not using the logo, should include the full capitalization of DICK'S as in the following example: DICK'S Sporting Goods.

Exhibit C - Baseball/Softball E-Coupon

Creating a link from your website to your e-coupon

Image 1:



Download this image:

http://dickssportinggoods.sponsorport.com/dks/images/assets/dsg_baseball_softball_280x400.jpg

Insert the following source code into your html page:

```
<a href='http://www.MyScoreCardAccount.com/crmcdn/getoffer.aspx?
offer_entity_code=024179MZ&token=A5GypBHwgv1Ew0gWgwN-
uG9zmPNgdOcAFYc1GUCCazLDJEC8OwoZqbvBuOb0gcGHoOLL3XWk6orACJBNZqeA2'><img
src='http://dickssportinggoods.sponsorport.com/dks/images/assets/dsg_baseball_softball_280x400.jpg'
```

Image 2:



Download this image:

http://dickssportinggoods.sponsorport.com/dks/images/assets/dsg_baseball_softball_728x90.jpg

Insert the following source code into your html page:

```
<a href='http://www.MyScoreCardAccount.com/crmcdn/getoffer.aspx?
offer_entity_code=024179MZ&token=A5GypBHwgv1EwOgWgwN-
uG9zmPNgd0cAFYclGUCCazLDJECSOWoZqbvBuObOgcGHoLL3XWk6orACJBNZqeA2'><img
src='http://dickssportinggoods.sponsorport  com/dks/limages/assets/dsg  baseball  softball 728x90.jpg'
```


CITY OF MORRISTOWN

HOLD HARMLESS AGREEMENT

This Agreement entered into as of the date of the respective signatures of the representatives of the entities hereinafter names, by and between the City of Morristown, Tennessee, a Municipal Corporation, and Gail Noe-Kilgore.

WITNESSETH:

In consideration of City allowing Gail Noe-Kilgore, to conduct certain work out classes and events upon property owned by City, specifically a Gail Noe-Kilgore *class* and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Gail Noe-Kilgore does hereby agree to indemnify and hold harmless City for and from any and all claims of every nature whatsoever for personal injury and damages to property, for and from occurrences upon property owned by City arising out of participation in the activities and classes as discussed herein.
2. Gail Noe-Kilgore further agrees to procure and to cause to remain in full force and effect adequate liability insurance coverage regarding Gail Noe-Kilgore with classes activities on City property, said liability insurance to be in the minimum amount of \$1,000,000 per occurrence. Same shall provide that the City be an additional named insured thereunder. Gail Noe-Kilgore shall cause to be furnished to City a Certificate of Insurance in compliance with above stated requirements.
3. Gail Noe-Kilgore further agrees that in conducting its activities on property of City that it shall for itself, its agents, employees and participants at all times be subject to and adhere to all rules and regulations of City, and all Ordinances of City and State. In addition, Gail Noe-Kilgore shall maintain properly functioning and safe equipment. Regular safety checks, maintenance, and sanitizing should be conducted with logs maintained.
4. Gail Noe-Kilgore further agrees that it shall require all participants to execute waivers wherein all rights of action or claims against City for injuries or damages sustained by any participant in activities conducted on city property shall be waived.
5. Gail Noe-Kilgore further agrees to procure an agreement, liability insurance, and certification for all subcontracting employees, agents, trainers, group fitness instructors, and volunteers. Gail Noe-Kilgore shall cause to be furnished to City a Certificate of Insurance in compliance with above stated requirements. Such trainers and other instructors will also sign an Independent agreement with Gail Noe-Kilgore and will provide their own coverage of insurance as required herein meeting the afore referenced amounts. Said individuals will also name the City of Morristown, as well as Gail Noe-Kilgore as additional insureds.
6. If applicable, Gail Noe-Kilgore shall be responsible for obtaining authorization for performances of copyrighted musical works and other material and shall be responsible for ensuring the entertainers have obtained the proper and necessary authorization to

utilize said music and material. Gail Noe-Kilgore and her agents shall defend, indemnify, and save the City harmless from and against any and all claims, lawsuits, and demands, for or in connection with the use and/or performance of copyrighted musical works. Gail Noe-Kilgore and her agents shall be responsible for obtaining, at their sole cost, any necessary license agreements.

7. Copies and proof of all documents required herein shall be furnished to the City, via the Morristown Parks and Recreation Department and the City finance department. These required documents shall be maintained by Gail Noe-Kilgore for the duration of this Agreement and for a minimum of one (1) year after the termination of this Agreement.
8. In the event any action is brought against the City by any person for injuries or damages occasioned upon City property and/or resulting from Gail Noe-Kilgore classes, in addition to the provisions hereinabove set forth, Gail Noe-Kilgore agrees to be liable for and indemnify City from any and all expenses incurred by City in defending said action and to pay all costs and/or judgments which ultimately might be assessed or adjudged against City which are in excess of the liability insurance coverage hereinabove provided.
9. Gail Noe-Kilgore Schedule: All classes will be held at Talley Ward, downstairs in the Activities Room with certain programs/events and classes utilizing the gymnasium per agreed upon times. Gail Noe-Kilgore will provide and make available to the City, via the Morristown Parks and Recreation Department a monthly calendar of classes and or sessions being offered for publication and marketing purposes and attached hereto.
10. Payment Requirements: It is agreed that no deposit is required, however, balance is payable to the City, via the City cashier's office on the first Monday of each month for 20% of the fees taken in by Gail Noe-Kilgore.
11. The City of Morristown reserves the right to terminate this agreement without the need for cause upon providing a 30-day written notice.
12. Gail Noe-Kilgore shall be responsible for following all applicable guidelines in the attached "Safeguarding Guidance for Exercise Facilities" Tennessee Pledge produced to assist with re-opening and providing services due to COVID-19. Additionally, the City will continue to update, and Gail Noe-Kilgore is expected to be aware, of any changes in the applicable guidelines and regulations for operations regarding the COVID-19 pandemic.

WITNESS OUR HANDS for effective date of _____, 2020.

CITY OF MORRISTOWN, TENNESSEE

BY _____
Anthony W. Cox, City Administrator *Date*

BY _____
Gail Noe-Kilgore *Date*

MORRISTOWN UTILITIES COMMISSION

433 West 1st North St
PO Box 667
Morristown, TN 37815
Ph. 423-586-4121 Fax 423-587-6590
www.musfiber.net

June 26, 2020

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

Dear Tony,

I am forwarding the resolution adopted by the Morristown Utilities Commission at the board meeting June 25, 2020, which identifies three nominees for the first submission of the Board vacancy currently held by Harold Nichols.


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

David Wild, Wild Building Construction
(423) 312-5639

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

Parker J. Smith, Wells Fargo Advisors
(423) 736-2141

Sincerely,



Joseph S. Wigington
General Manager

cc: Mayor Gary Chesney

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

RESOLUTION 2020-06-03

SUBMISSION FOR BOARD MEMBER VACANCY

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

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

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

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

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


WHEREAS, pursuant to this amendment, one vacancy exists on the Morristown Utilities Commission for a five year term beginning on August 1, 2020 and ending July 31, 2025.

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

1. Term beginning on Aug. 1, 2020 - Ending July 31, 2025.
 - (a) David Wild
 - (b) Ryan Kragel
 - (c) Parker J. Smith

PASSED this 25th day of June, 2020.


George B. McGuffin, Chairman


Harold L. Nichols, Secretary

Memo

TO: Mayor Gary Chesney
City Council

FROM: Clark Taylor

DATE: July 1, 2020

RE: Request for Fire Department Promotion

I am requesting Council's appointment, from qualified candidates, to fill a vacancy at the following rank:

- Fire Marshal

This appointment is necessary due to a recent lateral transfer of the Fire Marshal (Deputy Chief Rank) to Operations Chief (Deputy Chief Rank).

This position will come from the current Civil Service Fire Marshal's Roster (see attached).

I'm prepared to make a recommendation at this position.

Thank you

CIVIL SERVICE BOARD

P. O. BOX 1499 * MORRISTOWN, TN 37816

FIRE DEPARTMENT ROSTER - FIRE MARSHAL

UPDATED ON MARCH 10, 2020 TO REFLECT **TESTING**, HIRING AND/OR
CORRECTIONS

	<i>NAME</i>	<i>EXPIRES</i>
1	David Hall	1/31/2022
2	Billy Hale	1/31/2022
3	Tim Carpenter	1/31/2022