

Pre-Meeting WORK SESSION

December 21, 2021

4:00 p.m.

AGENDA

CITY OF MORRISTOWN, TENNESSEE

CITY COUNCIL MEETING

December 21, 2021

5:00 p.m.

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. December 7, 2021

6. PROCLAMATIONS/PRESENTATIONS

1. Presentation of GFOA Budget Award for Fiscal Year 21-22

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

8. OLD BUSINESS

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

9. NEW BUSINESS

9-a. Resolutions

9-b. Introduction and First Reading of Ordinances

9-c. Awarding of Bids/Contracts

1. Approval of the addendum and first extension to the contract for Brokerage/Consulting Services between the City of Morristown and Mark III Brokerage, Inc. for a one-year term.

2. Approval of the Proposal from LDA Engineering in the amount of \$143,000 to provide design, bidding, and construction services for the MAID Drainage Project.
3. Approval of the Proposal from LDA Engineering in the amount of \$27,000 to provide professional services for the investigation and repair of the sinkhole(s) in the detention pond at the Public Works facility.
4. Approval of the Proposal from LDA Engineering in the amount of \$153,000 to provide professional services for the repair of the second phase of the Freshour Culvert.
5. Approval to accept the recommendation from DIA and award the best and lowest bid to Leon Williams Contractors, LLC in the amount of \$742,200 for the City Center Renovation Project and allow Tony Cox, City Administrator to enter into contract.
6. Approval to award the best and lowest bid to BK Graphics for uniforms for the Parks and Recreation Department.
7. Approval to reject the bids submitted for demolition of property located at 1017 E. First North Street – Unit #s 11, 12 and 13 and 1017 E. First North Street – Unit #s 6, 7, 8, 9 and 10.
8. Acceptance of the SF-424 Airport Layout Plan (ALP) Grant Contract between the City of Morristown and Tennessee Department of Transportation (TDOT) in an amount of \$299,800 for the Morristown Regional Airport. This grant requires no local match.

9-d. Board/Commission Appointments

9-e. New Issues

10. CITY ADMINISTRATOR’S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

WORK SESSION
Post-Meeting Work Session
December 21, 2021

1. Fire Department - Fit for Duty

City Council Meeting/Holiday Schedule.

December 17, 2021	Friday	9:00 a.m.	City Council Work Session – P.W. Facility 4360 Durham Landing
December 21, 2021	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 21, 2021	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 24 & 27, 2021	Friday		City Center Closed – Observance of Christmas Holiday
December 31, 2021	Friday		City Center Closed – Observance of New Year’s Day
January 4, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
January 4, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
January 17, 2022	Monday		City Center Closed – Observance of Martin Luther King Day
January 18, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
January 18, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 1, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
February 1, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
February 1, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 15, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
February 15, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 1, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
March 1, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 15, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
March 15, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
December 7, 2021**

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

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

Councilmember A'Hearn made a motion to approve the November 16, 2021 minutes as circulated. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for citizens comments related to Agenda items. Tony Strazzullo spoke.

A Public Hearing was held relating to Ordinance 3689.04. No one spoke.

Councilmember Smith made a motion to approve Ordinance No. 3689.04 on second and final reading. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3689.04

To amend Ordinance Number 3689, The City of Morristown, Tennessee Annual Budget for Fiscal Year 2021-2022 Totaling \$23,000; Necessary to appropriate additional funds for the FY2022 FAA Airports Coronavirus Response Grant in the amount of \$23,000 to be used for ongoing and routine maintenance.

Councilmember Pedigo made a motion to approve Resolution No. 13-22. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Resolution No. 13-22

A Resolution of the City Council of the City of Morristown, Tennessee Approving an Economic Impact Plan for the Bellwood Farms Development Area.

Councilmember A'Hearn made a motion to approve Resolution No. 14-22. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Resolution No. 14-22

A Resolution of the City Council of the City of Morristown supporting Hamblen County wishing to pursue the Tennessee Department of Transportation (TDOT) Urban Transportation Planning Grant (UTPG) for the SR160 Corridor Study.

Councilmember Smith made a motion to approve Resolution No. 15-22. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Resolution 15-22

A Resolution of the City Council of the City of Morristown authorizing the City of Morristown to join the State of Tennessee and other local Governments as participants in the Tennessee State-Subdivision Opioid Abatement Agreement and approving the related settlement agreements.

Councilmember Senter made a motion to approve of Change Order No. 1 for the Brights Pike Bridge Replacement Project to extend the time of final completion. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve of acceptance of bids for five Surplus Properties to Various Bidders totaling \$15,321. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve to award the best and lowest bid for Fire Department uniforms to BK Graphics for tee-shirts and award all other uniform items to Summit Uniforms. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve to award the best and lowest bid for Police Department uniforms to CMS Uniforms. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve of Quitclaim Deed for the conveyance of a portion of an abandoned roadway to Morristown Signs. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to promote Brian Sulfridge to Patrol Captain, Morristown Police Department. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to promote Brad Jacobs to Patrol Lieutenant, Morristown Police Department. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to promote Jason Young and Devin Cribley to Patrol Sergeant, Morristown Police Department. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to promote Lucas Watson to Corporal, Morristown Police Department. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to promote Gregory Hall to Corporal Support Services, Morristown Police 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; Luis Chan, Tony Strazzullo, Debra Williams and Eddie Davis spoke.

Mayor Gary Chesney adjourned the December 7, 2021 Morristown City Council meeting at 5:33 p.m.

Mayor

Attest:

City Administrator

DRAFT



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Morristown
Tennessee**

For the Fiscal Year Beginning

July 01, 2021

Christopher P. Morrell

Executive Director

November 15, 2021

Michelle Woods
Accounting Manager
City of Morristown
100 West 1st North Street
Morristown, TN 37814

Dear Ms. Woods:

We are pleased to inform you, based on the examination of your budget by a panel of independent reviewers, that your budget document has been awarded the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA) for the current fiscal period. This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization.

The Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next annual budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption. Information about how to submit an application for the Distinguished Budget Program application is posted on GFOA's website.

Each program participant is provided with confidential comments and suggestions for possible improvements to the budget document. Your comments are enclosed. We urge you to carefully consider the suggestions offered by our reviewers as you prepare your next budget.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award. Enclosed is a Certificate of Recognition for Budget Preparation for:

Michelle Woods, Accounting Manager

Continuing participants will receive a brass medallion that will be mailed separately. First-time recipients will receive an award plaque within eight to ten weeks. Enclosed is a camera-ready reproduction of the award for inclusion in your next budget. If you reproduce the camera-ready image in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria. The following standardized text should be used:

Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to **City of Morristown, Tennessee**, for its Annual Budget for the fiscal year beginning **July 01, 2021**. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as a financial plan, as an operations guide, and as a communications device.

This award is valid for a period of one year only. We believe our current budget continues to conform to program requirements, and we are submitting it to GFOA to determine its eligibility for another award.

A press release is enclosed.

Upon request, GFOA can provide a video from its Executive Director congratulating your specific entity for winning the Budget Award.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients can be found on GFOA's website at www.gfoa.org. If we can be of further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

A handwritten signature in black ink, reading "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services Center

Enclosure

FOR IMMEDIATE RELEASE

November 15, 2021

For more information, contact:

Technical Services Center

Phone: (312) 977-9700

Fax: (312) 977-4806

E-mail: budgetawards@gfoa.org

(Chicago, Illinois)--Government Finance Officers Association is pleased to announce that **City of Morristown, Tennessee**, has received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for having achieved the award. This has been presented to **Michelle Woods, Accounting Manager**.

There are over 1,700 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources and practical research for more than 21,000 members and the communities they serve.

**ADDENDUM AND FIRST EXTENSION TO THE CONTRACT FOR
BROKERAGE/CONSULTING SERVICES BETWEEN THE CITY OF
MORRISTOWN AND MARK III BROKERAGE, INC.**

This Addendum and First Extension (“Addendum”) to the previously executed Contract for Brokerage/Consulting Services Between The City of Morristown and Mark III Brokerage, Inc. (“Contract”) is entered into this 21st day of December 2021, by and between **THE CITY OF MORRISTOWN, TENNESSEE** (“City”) and **MARK III BROKERAGE, INC.** (“MARK III”).

WITNESSETH

Whereas, the City and Mark III entered into a Contract for Brokerage/Consulting Services on or about July 13, 2021; and

Whereas, the term of this Contract was for a one (1) year term, with the City reserving the right to extend the term of the Contract for three (3) additional one (1) year terms; and

Whereas, the City has determined that it does wish to exercise this right to extend the Contract for a one (1) year term, effectively extending the current Contract to June 30, 2023.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. The City does exercise its right to elect to extend the current term of the Contract for an additional one (1) year. This extension does effectively make the term of the current Contract extend to June 30, 2023.
2. All other terms and conditions contained in the Contract for Brokerage/Consulting Services shall remain in full force and effect.

Witness the day and year first above written.

City of Morristown, Tennessee

Mark III Brokerage, Inc.

By: _____

By: _____



LDA ENGINEERING

May 17, 2021

Larry Clark
Assistant City Administrator
City of Morristown
Post Office Box 1499
Morristown, TN 37816-1499

Reference: MAID Ditch Drainage Project
Morristown, Hamblen County, Tennessee

Mr. Clark

LDA Engineering appreciates the opportunity to provide you with a proposal for design, bidding and construction services for the referenced project in conjunction with approved Engineers Joint Contract Documents Committee (EJCDC) contract dated July 2018.

The project will include design drawings/technical specification for stabilization of approximately 1600 feet of drainage ditch immediately upstream of Buell Road culvert to behind Petoskey Plastics adjacent to the Norfolk Southern Railroad. This project will require a site survey, a hydrology analysis of the area to determine the existing storm water volume, velocities and turbulence effects.

The project will also require a Norfolk Southern Railroad and a TDEC Stormwater Pollution Prevention Plan (SWPPP) permit application for the construction activities. LDA will prepare the permits and coordinate with Norfolk Southern and TDEC during the review/approval process.

Easements for access may also be required to give a contractor a means of accessing the site for construction.

The bidding services includes render assistance in obtaining bids, answer contractor/vendor questions, prepare any necessary addendums, attend bid opening, make an analysis of the bids received, make recommendations on awards of the contract, render assistance in award of the contract and assembly of the contract.

Service's During Construction (SDC) and Resident Project Representative (RPR) services for the referenced project. The executed contract construction time for the project is 150 days.

LDA Engineering will provide engineering services during construction such as shop drawing review, attendance at progress meetings, answering contractor questions, site visits and pay estimate reviews for a lump sum fee of \$15,000.00.

RPR services will be provided on an hourly basis, with a budget amount of \$78,000.00. We will

be judicious with our hours due to the fact we have capable local senior technicians performing the same services within the City of Morristown on similar projects and can be shared across the projects. The time for RPR will only be charged relating to the actual construction time.

We would appreciate your consideration of the following fees to be provided on an hourly basis with not-to exceed budgets for the following services:

1.	Site Survey:	\$ 4,500.00
2.	Hydrology Analysis:	\$ 2,000.00
3.	Design Services, including easements	\$ 22,500.00
4.	SWPPP:	\$ 5,500.00
5.	Norfolk Southern Permit:	\$ 10,000.00
6.	Bidding Services:	\$ 5,500.00
7.	Construction Administration	\$ 15,000.00
8.	Resident Project Administration	<u>\$ 78,000.00</u>

TOTAL \$143,000.00

We are prepared to begin the design services immediately upon your written authorization. If you have questions or comments, please do not hesitate to contact us.

Sincerely,



Steve Drummer, P.E.
Senior Civil Engineer

Proposal Accepted by the City of Morristown:

By: _____

Title: _____ Date: _____



LDA ENGINEERING

LDA 2021 Billing Rates

JOB CLASSIFICATION	BILLING RATE	
Chief Engineer/Executive Engineer/SVP	\$	225.00
Managing Engineer	\$	195.00
Senior Project Manager	\$	225.00
Civil-Environmental Engineer/Scientist V	\$	225.00
Civil-Environmental Engineer/Scientist IV	\$	175.00
Civil-Environmental Engineer/Scientist III	\$	145.00
Civil-Environmental Engineer/Scientist II	\$	115.00
Civil-Environmental Engineer/Scientist I	\$	115.00
Electrical Engineer II	\$	205.00
Electrical Engineer I	\$	155.00
GIS Professional/Registered Land Surveyor I	\$	145.00
GIS/CADD IV	\$	115.00
GIS/CADD III	\$	105.00
GIS/CADD II	\$	85.00
GIS/CADD I	\$	65.00
Field Technician V (Survey Crew Chief)	\$	105.00
Field Technician IV (Survey Crew Technician IV)	\$	95.00
Field Technician III (Survey Crew Technician III)	\$	85.00
Field Technician II (Survey Crew Technician II)	\$	75.00
Field Technician I (Survey Crew Assistant)	\$	65.00
Project Administrator II	\$	75.00
Project Administrator I	\$	65.00



LDA ENGINEERING

December 8, 2021

Mr. Larry Clark
Assistant City Administrator
City of Morristown
P.O. Box 1499
Morristown, TN 37816-1499

Reference: City of Morristown
Repair of Sinkhole at Public Works Detention Pond

Mr. Clark:

We appreciate the opportunity to provide you with a proposal to provide professional services for the investigation and repair of the sinkhole(s) in the detention pond at the City of Morristown Public Works facility. Based on observations by LDA staff, GEOservices personnel and staff members of the City, we believe these to be "Construction Induced Dropouts" brought about by the removal of the upper layers of soil in the construction of the detention pond.

In conjunction with GEOservices we will prepare a set plans and specifications for the repairs. We do not think that any permits will be necessary for this project.

LDA Engineering will provide the following services:

- Limited survey to locate the visible "dropouts"
- Develop site construction plans that will show the proposed improvements, the dropout repair components, and any other items that may be needed to complete the project. The plans will be prepared to allow the City to bid out to a contractor.
- Prepare bidding materials and assist the City in bidding the project.
- RPR Services on a part-time (30%) basis for the duration of the project, assuming a 60 day contract time.

LDA Engineering proposed to provide the Design and Bidding services for the following lump sum fees and the RPR services on an hourly basis:

• Survey & Design	\$ 6,500.00
• Bidding Services.....	\$ 4,500.00
• RPR Services.....	<u>\$ 16,000.00</u>

Total \$ 27,000.00

At this time, we have not included budgets for the following reimbursable expenses and/or services in this proposal, some of which may not be necessary for the project. LDA will be happy to furnish estimates for these upon request:

- Environmental Permitting;
- Surveying for Deed/Title Research;
- Application and/or Permit Fees;
- Other items not outlined in Basic Services.

We are prepared to begin this work immediately upon your written authorization. If you have questions or comments, please do not hesitate to contact us.

Sincerely,

A handwritten signature in purple ink, appearing to read "Steve Drummer", followed by a horizontal line.

Steve Drummer, P.E.
Senior Civil Engineer

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED:

By: _____ Date: _____



LDA ENGINEERING

LDA 2021 Billing Rates

JOB CLASSIFICATION	BILLING RATE
Chief Engineer/Executive Engineer/SVP	\$ 225.00
Managing Engineer	\$ 195.00
Senior Project Manager	\$ 225.00
Civil-Environmental Engineer/Scientist V	\$ 225.00
Civil-Environmental Engineer/Scientist IV	\$ 175.00
Civil-Environmental Engineer/Scientist III	\$ 145.00
Civil-Environmental Engineer/Scientist II	\$ 115.00
Civil-Environmental Engineer/Scientist I	\$ 115.00
Electrical Engineer II	\$ 205.00
Electrical Engineer I	\$ 155.00
GIS Professional/Registered Land Surveyor I	\$ 145.00
GIS/CADD IV	\$ 115.00
GIS/CADD III	\$ 105.00
GIS/CADD II	\$ 85.00
GIS/CADD I	\$ 65.00
Field Technician V (Survey Crew Chief)	\$ 105.00
Field Technician IV (Survey Crew Technician IV)	\$ 95.00
Field Technician III (Survey Crew Technician III)	\$ 85.00
Field Technician II (Survey Crew Technician II)	\$ 75.00
Field Technician I (Survey Crew Assistant)	\$ 65.00
Project Administrator II	\$ 75.00
Project Administrator I	\$ 65.00



LDA ENGINEERING

December 9, 2021

Mr. Larry Clark
Assistant City Administrator
City of Morristown
P.O. Box 1499
Morristown, TN 37816-1499

Reference: City of Morristown
Freshour Culvert Phase 2

Mr. Clark:

We appreciate the opportunity to provide you with a proposal to provide professional services for the repair of the second phase of the Freshour Culvert.

The remainder of the Freshour project can be constructed as a single project by replacing the masonry culvert with a pipe.

LDA Engineering will provide the following services:

- Limited survey to supplement the survey that was completed as part of the Phase 1 project.
- Design of new pipe system to replace the existing culvert.
- Prepare easement documents for up to six (6) properties.
- Prepare and submit to the Tennessee Department of Environment and Conservations an ARAP permit to work in the creek.
- Bidding of the project.
- Construction administration and Resident Project Representation during the construction.
- Prepare and submit Final Record Drawings.

LDA Engineering proposed to provide the Design, Easement, Permitting, Bidding and CA services for the following lump sum fees and RPR and Record Drawings services on an hourly basis:

• Survey and Design	\$ 32,500
• Easements (6)	\$ 4,500
• Permitting (ARAP)	\$ 7,500
• Bidding	\$ 6,000
• Construction Administration (CA)	\$ 20,000
• RPR (Full Time 150 Day Contract)	\$ 78,000
• Record Drawings	<u>\$ 4,500</u>
TOTAL	\$ 153,000

At this time, we have not included budgets for the following reimbursable expenses and/or services in this proposal, some of which may not be necessary for the project. LDA will be happy to furnish estimates for these upon request:

- Environmental Permitting, other than that shown herein;
- Surveying for Deed/Title Research;
- Application and/or Permit Fees;
- Other items not outlined in Basic Services.

We are prepared to begin this work immediately upon your written authorization. If you have questions or comments, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve D.", followed by a horizontal line.

Steve Drummer, P.E.
Senior Civil Engineer

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED:

By: _____ Date: _____



LDA ENGINEERING

LDA 2021 Billing Rates

JOB CLASSIFICATION	BILLING RATE
Chief Engineer/Executive Engineer/SVP	\$ 225.00
Managing Engineer	\$ 195.00
Senior Project Manager	\$ 225.00
Civil-Environmental Engineer/Scientist V	\$ 225.00
Civil-Environmental Engineer/Scientist IV	\$ 175.00
Civil-Environmental Engineer/Scientist III	\$ 145.00
Civil-Environmental Engineer/Scientist II	\$ 115.00
Civil-Environmental Engineer/Scientist I	\$ 115.00
Electrical Engineer II	\$ 205.00
Electrical Engineer I	\$ 155.00
GIS Professional/Registered Land Surveyor I	\$ 145.00
GIS/CADD IV	\$ 115.00
GIS/CADD III	\$ 105.00
GIS/CADD II	\$ 85.00
GIS/CADD I	\$ 65.00
Field Technician V (Survey Crew Chief)	\$ 105.00
Field Technician IV (Survey Crew Technician IV)	\$ 95.00
Field Technician III (Survey Crew Technician III)	\$ 85.00
Field Technician II (Survey Crew Technician II)	\$ 75.00
Field Technician I (Survey Crew Assistant)	\$ 65.00
Project Administrator II	\$ 75.00
Project Administrator I	\$ 65.00

December 17, 2021

City of Morristown
100 West 1st North Street
Morristown, TN 37814

Attn: Larry Clark

Re: **Responsive Bidder Recommendation** for:
City Hall Interior Improvements - Morristown, TN
DIA Project Number: 20095 File: J05

Dear Mr. Clark,

After review of the (1) one bid received on October 28, 2021 for the above-mentioned project, and the discussions that were presented at City Council on December 7, 2021, we recommend that a contract be initiated with the responsive bidder Leon Williams Contractors, LLC.

We recommend approval and acceptance of the Base Bid amount of Seven Hundred Thirty-Six Thousand Dollars and No Cents (\$736,000.00) with the following amendments:

1. Eliminate the bullet-resistant replacement glass at the Cashier Counter from the Base Bid amount. The reduced amount shall be Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00).
2. Reduce the Base Bid amount for minor reductions to the lighting package. The reduced amount shall be Four Thousand Eight Hundred Dollars and Zero Cents (\$4,800.00).
3. Accept Alternate No. 2 for signage replacement. The added amount shall be Forty-Six Thousand Dollars and Zero Cents (\$46,000.00).

In summary, the total contract amount for the above shall be Seven Hundred Forty-Two Thousand Two Hundred Dollars and Zero Cents (\$742,200.00).

If you require any additional information, please contact me. Thank you.

Sincerely,
Design Innovation



Rik Norris
Sr. Project Architect



Morristown City Council Agenda Item Summary

Date: December 16, 2021

Agenda Item: Parks & Recreation Uniform Bid

Prepared by: Michelle Woods

Background/History: The Morristown Parks and Recreation department provides athletic supplies for both youth and adult recreational sports. Bids were received for a variety of recreational jerseys and staff caps. The Department began providing uniforms for employees in Fiscal Year 2017, in an effort to ensure the best price, employee uniforms were also bid again this year.

Findings/Current Activity: The bids were advertised in the *Citizen Tribune* on October 25, 2021, and on October 27, 2021. Additionally, the bid was posted to the City of Morristown's website, and on Vendor Registry, an on-line bid facilitation website. The submission deadline was 2:00 PM on Thursday, November 11, 2021. One (1) bid was received.

Financial Impact: Funds have been appropriated for uniforms for the Parks and Recreation Department. The Parks and Recreation Department appropriates funds annually for the purchase of jerseys and hats for youth and adult recreational sports.

Action options/Recommendations: It is staffs' recommendation to accept the lowest and best bid from BK Graphics for uniforms for the Parks and Recreation Department.

Attachments: Bid Tabulation

CITY OF MORRISTOWN
UNIFORMS: PARKS AND RECREATION
THURSDAY, NOVEMBER 11, 2021; 2:00 PM

ITEM	DESCRIPTION	QTY	SUPPLIER BID PRICE
			B.K. GRAPHICS
PARKS & RECREATION TOPS			
1	Augusta 790/791 Short Sleeve T-shirts - Wicking or Moisture Management (youth and adult sizes) Boys Sr., Jr., Little and Minor League Screen printed on front, number on back		
	S-XL	350	\$ 9.11
	2XL		\$ 11.11
	3XL		\$ 12.11
2	Augusta 1790/1791 Sleeveless T-Shirts - Wicking or moisture management (youth and adult sizes) Girls Sr., Jr., Little and Minor League, Screen printed on front, number on back		
	S-XL	250	\$ 10.11
	2XL		\$ 12.40
	3XL		\$ 13.11
3	Hanes or Gildan short Sleeve T-shirts (youth and adult sizes) Girls and Boys Challenger League, Screen printed on front, number on back		
	S-XL	80	\$ 6.44
	2XL		\$ 8.44
	3XL		\$ 9.44
4	Hanes or Gildan short Sleeve T-shirts (youth and adult sizes) Girls and Boys Tee Ball and Coach Pitch, Screen printed on front, number on back		
	S-XL	500	\$ 6.44
	2XL		\$ 8.94
	3XL		\$ 9.44
5	Augusta 360/361 Short Sleeve T-shirts- Wicking or Moisture Management (youth and adult sizes) Boys All Stars, Screen printed on front, number on back		
	S-XL	100	\$ 13.27
	2XL		\$ 15.27
	3XL		\$ 16.27
6	Augusta 525/526 Sleeveless T-shirts - Wicking or Moisture Management (youth and adult sizes) Girls All Stars, Screen printed on front, numbe on back		
	S-XL	50	\$ 10.11
	2XL		\$ 12.11
	3XL		\$ 13.11

CITY OF MORRISTOWN
UNIFORMS: PARKS AND RECREATION
THURSDAY, NOVEMBER 11, 2021; 2:00 PM

ITEM	DESCRIPTION	QTY	SUPPLIER BID PRICE
			B.K. GRAPHICS
7	Short Sleeve 50/50 T-shirt- Two color League Champion on front chest - Parks and Rec Logo on printed on sleeve. Will order approximately 150 in Spring and 150 in Fall		
	S-XL	300	\$ 8.13
	2XL		\$ 10.13
	3XL		\$ 11.13
	4XL		\$ 12.13
8	MLB Basic Premier Eagle Cool Base Replica 2-button Jersey (youth sizes) Screen printed on front, number on back		
	S-XL	300	\$ 14.31
	2XL		\$ 16.31
	3XL		\$ 17.31
9	Light Blue 50/50 Umpire T-shirt with umpire screened across front		
	S-XL	50	\$ 5.39
	2XL		\$ 7.39
	3XL		\$ 8.39
10	Red 50/50 volleyball Official T-shirt with logo on front left chest		
	S-XL	50	\$ 5.39
	2XL		\$ 7.39
	3XL		\$ 8.39

STAFF TOPS

11	Short Sleeve T-Shirts - Parks and Recreation three-color Logo screened on left front chest - 100% cotton			
	S-XL		\$	7.21
	2XL		\$	9.21
	3XL		\$	10.21
12	Long Sleeve T-shirts - Parks and Recreation three-color Logo screened on left front chest - 100%			
	S-XL		\$	10.21
	2XL		\$	12.21
	3XL		\$	13.21
13	Port Authority Polo Shirts with Parks and Recreation embroidered on left front chest - Ladies and Men's sizes			
	S-XL		\$	17.88
	2XL		\$	19.88
	3XL		\$	20.88

CITY OF MORRISTOWN
UNIFORMS: PARKS AND RECREATION
THURSDAY, NOVEMBER 11, 2021; 2:00 PM

ITEM	DESCRIPTION	QTY	SUPPLIER BID PRICE
			B.K. GRAPHICS

PARKS AND RECREATION CAPS

14	OC Sports MLB-400 Team Caps (youth and adult sizes) MLB replica style for minor and little leagues. Colors to match jerseys. Team logo screened on front. No cord on cap.	380	NO BID
15	OC Sports MLB-300 Team Caps (youth and adult sizes) MLB replica style for tee-ball and Coach Pitch. Colors to match jerseys. Team logo screened on front. No cord on cap.	352	NO BID
16	Richardson 172 or R70 Team Caps (youth and adult sizes) all Stars Caps - mesh with flex fit. Colors to match Jerseys. Team logo screened on front. No cord on cap.	144	NO BID
17	Outdoor JMV100 Mesh visor with monogram "M" for girls All Star teams	85	NO BID
18	Long Bill Umpire Hats Navy Umpire hats - one size fits all		NO BID

STAFF CAPS

19	Richardson Cap 514R with Parks and Recreation Logo embroidered on front panel - Sizes vary from small - XL	\$	17.55
20	Mesh Back Trucker Hat with Parks and Recreation Logo embroidered on front panel - sizes vary from small - XL	\$	12.00
21	RGR-360M Proflex Adjustable Outdoor Cap	\$	17.21
22	Black Toboggans with logo embroidered	\$	10.71



Morristown City Council Agenda Item Summary

Date: December 21, 2021

Agenda Item: Rejection of all bids for demolition of property located at 1017 E. First North Street – Units #s 6, 7, 8, 9, 10 and 1017 E. First North Street – Units #s 11, 12, 13

Prepared by: Lauren A. Carroll & Staff

Subject: Rejection of Bids required due to bid opening issue

Background/History: On October 6, 2021, an Invitation to Bid was issued for the demolition of the structures listed above. An addendum to this Invitation to Bid was issued October 18, 2021 and the bids were required to be submitted to the City by October 20, 2021 at 2:00 p.m. At the November 16th City Council meeting, Council approved what was presented to it as the best and lowest bid.

Findings/Current Activity: After the November 16th City Council meeting, staff learned that the approved bid had not been publicly opened.

Action options/Recommendations: It is recommended that, pursuant to applicable bid laws, all four (4) bids must be rejected.

 <h2 style="margin: 0;">GOVERNMENTAL GRANT CONTRACT</h2> <p style="margin: 0;">(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)</p>					
Begin Date 11/12/2021		End Date 11/11/2025		Agency Tracking # 40100-40400	Edison ID 70791
Grantee Legal Entity Name City of Morristown					Edison Vendor ID 4108
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		CFDA #20.106 Grantee's fiscal year end – June 30			
Service Caption (one line only) ALP					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2022	\$0.00	\$299,800.00		\$0.00	\$299,800.00
TOTAL:	\$0.00	\$299,800.00		\$0.00	\$299,800.00
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.				<i>CPO USE - GG</i>	
Speed Chart (optional) TX00 TX00		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 City of Morristown hereinafter referred to as the "Grantee," is for the provision of airport development 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 Federal Aviation Administration (FAA) requires through its Airport Sponsor Assurances (3/2014) that airports "will keep up to date at all times an airport layout plan of the airport." Grantee shall draft a proposed work authorization for its consultant detailing the scope of work, schedule, and cost items and shall submit the proposed work authorization to the State for approval. The Grantee then may issue the work authorization to its consultant only after receiving written approval from the State. Grantee's Airport Layout Plan shall include all components described in FAA Advisory Circular 150-5070-6B, particularly Chapter 2, Paragraph 202(c) and Chapter 10, and shall meet all other requirements as defined in applicable law and FAA guidance and as detailed each project's approved and signed work authorization. Upon completion of the Airport Layout Plan, the Airport Layout Plan must receive a "Conditionally Approved" letter from FAA. The Airport Layout Plan must be signed by the Grantee and sent to the State for final signatures and approval within 60 days of Grantee's receipt of the "Conditionally Approved" letter. Any task or condition not completed based on **Paragraph A.3.** or per the approved work authorization will be ineligible for reimbursement or will be subject to a repayment of funds to the State.

Meetings as detailed in Section C.5. will be held at an agreed upon location in person or via conference call or webinar. All documents that need to be reviewed by the State must be submitted to the State no later than three weeks prior to a scheduled meeting. The 90% Airport Layout Plan documents must be submitted to the State six months prior to the grant end date. The 100% Airport Layout Plan documents needing FAA conditional approval must be provided to the State for submission into OE/AAA no later than three months prior to the grant end date.

- A.3. The Grantee shall complete the following tasks and shall be eligible for reimbursement as detailed in Section C.5. upon the completion of the following tasks:

Task 1: Airport Layout Plans (Lump Sum)

- a. **Milestone:** Scoping Meeting
- i. 12% of lump sum - Basis of Payment- Scoping meeting held
 - ii. 3% of lump sum - Basis of Payment- Meeting Minutes received
- b. **Milestone:** 30% Progress Meeting and existing airport layout sketches completed.
- i. 12% of lump sum - Basis of Payment – 30% ALP digital set received
 - ii. 3% of lump sum - Basis of Payment – 30% Progress meeting held and meeting minutes received

- c. Milestone: 60% Progress Meetings, existing and ultimate airport layout sketches, and Aeronautics Engineering Approval; any changes at this point which would result in additional cost made must be approved in writing and signed by all affiliated parties.
 - i. 27% of lump sum - Basis of Payment - 60% ALP digital set received
 - ii. 3% of lump sum – Basis of Payment - 60% Progress meeting held and meeting minutes received
- d. Milestone: 90% Progress Meetings, 90% ALP draft for review by State Aeronautics Engineering, and Completed Checklists. Must be submitted to the State six months prior to the grant end date.
 - i. 27% of lump sum - Basis of Payment – 90% ALP digital copy with Review Checklist completed by consultant received
 - ii. 3% of lump sum - Basis of Payment - 90% Progress meeting held and meeting minutes received
- e. Milestone: 100% ALP Plan Set submitted for FAA approval. Must be provided to the State for submission into OE/AAA no later than three months prior to the grant end date.
 - i. 10% of lump sum - Basis of Payment – Final Signed ALP submitted to the FAA.

Task 2: Exhibit “A” Property Map (Lump Sum)

- a. 50% of lump sum - First submission
Basis of Payment – Submitted to State with Review Checklist completed by the consultant
- b. 40% of lump sum - Second submission
Basis of Payment – Submitted to State with Review Checklist items addressed by the consultant
- c. 10% of lump sum - Final
Basis of Payment - Exhibit “A” submitted to the FAA/State

Task 3: Airports-GIS (Lump Sum)

- a. Milestone: Imagery Acquisition
 - o 30% of lump sum - Flight, Basis of Payment- Invoice from the sub consultant and Statement of Work uploaded and approved in ADIP
- b. Milestone: 60% of lump sum - Basis of Payment- to be broken out below
 - i. 20% of lump sum – Basis of Payment -Survey & Quality Control Plan Completed and verified by the Sponsor
 - ii. 20% of lump sum- Basis of Payment - Notification of Imagery Data shipped shown in Airport Data and Information Portal (ADIP)
 - iii. 20% of lump sum- Basis of Payment -Imagery Plan, and, Imagery Data and Survey uploaded in ADIP (Survey tab)
- c. Milestone: Final Submission
 - o 10% of lump sum - Basis of Payment- Final Report and Verification approved in ADIP

Task 4: Narrative Report with a Standalone Forecast or Narrative Report without a Standalone Forecast (Lump Sum)

- a. Milestone: First Submission at 30% ALP meeting – submitted to State no later than three weeks prior to the scheduled 30% ALP meeting
 - i. 30% of lump sum - Basis of Payment- Forecast, 5010, TAF, TFMSC, Hangar waitlist, and Existing Conditions/Inventory Chapter submitted to the State for review. Forecast approved by the State and, as needed, by the FAA.
- b. Milestone: Second Submission at 60% ALP meeting – submitted to the State no later than three weeks prior to the scheduled 60% ALP meeting

- i. 50% of lump sum - Basis of Payment- Completed draft Narrative Report with any remaining chapters submitted to State with Narrative Report Checklist completed by the consultant.
- c. Milestone: Third Submission at 90% ALP meeting – Must be submitted to the State six months prior to the grant end date
 - i. 10% of lump sum - Basis of Payment- Revised Narrative Report submitted to State with Narrative Report Checklist responses completed by the consultant.
- d. Milestone: Final Submission - Must be provided to the State for submission into OE/AAA no later than three months prior to the grant end date.
 - i. 10% of lump sum - Basis of Payment- Narrative Report and Checklist Submitted to the FAA

Task 5 – Runway Safety Area Inventory / Determination

- a. Milestone: First submission no later than three weeks prior to the scheduled 30% ALP meeting
 - i. 50% of lump sum - Basis of Payment- Runway Safety Area Inventory / Determination submitted to State
 - b. Milestone: Second Submission at 30% ALP meeting
 - ii. 40% of lump sum - Basis of Payment- Revised Runway Safety Area Inventory / Determination submitted to State and submission to the FAA
 - c. Milestone: FAA Determination
 - 10% of lump sum - Basis of Payment- FAA determination received for the Runway Safety Area Inventory / Determination
- A.4. 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.5. 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 **November 12th, 2021**, ("Effective Date") and extend for a period of **forty-eight (48) 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 **one (1)** 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 **Two Hundred Ninety-Nine Eight Hundred Dollars and Zero Cents (\$299,800.00)** ("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. Invoices will be paid at the fixed percentages established below of the lump sum amounts for each task at the indicated milestones and upon receipt of the deliverables listed as the basis of payment.

[INSERT APPLICABLE TASKS]

[Task 1: Airport Layout Plans (ALP)]

- a. Milestone: Scoping Meeting
 - i. 12% of lump sum - Basis of Payment- Scoping meeting held
 - ii. 3% of lump sum - Basis of Payment- Meeting Minutes received
- b. Milestone: 30% Progress Meeting and existing Sponsor's layout sketches completed.
 - i. 12% of lump sum - Basis of Payment – 30% ALP digital set received
 - ii. 3% of lump sum - Basis of Payment – 30% Progress meeting held and meeting minutes received
- c. Milestone: 60% Progress Meetings, existing local layout sketches, and Aeronautics Engineering Approval; any changes at this point which would result in additional cost made must be approved in writing and signed by all affiliated parties.
 - i. 27% of lump sum - Basis of Payment - 60% ALP digital set received
 - ii. 3% of lump sum - Basis of Payment - 60% Progress meeting held and meeting minutes received
- d. Milestone: 90% Progress Meetings, ALP draft for review by State Aeronautics Engineering. Must be submitted to the State six months prior to the grant end date.
 - i. 27% of lump sum - Basis of Payment – 90% ALP digital copy with Review Checklist completed by consultant received
 - ii. 3% of lump sum - Basis of Payment - 90% Progress meeting held and meeting minutes received
- e. Milestone: 100% Drawing Set, Submitted for FAA approval. Must be provided to the State for submission into OE/AAA no later than three months prior to the grant end date.
 - i. 10% of lump sum - Basis of Payment – Final Signed ALP submitted to the FAA.

[Task 2: Exhibit "A" Property Map (Lump Sum)]

- a. 50% of lump sum - First submission

- Basis of Payment – Submitted to TAD with Review Checklist completed by the consultant
- b. 40% of lump sum - Second submission
Basis of Payment – Submitted to TAD with Review Checklist items addressed by the consultant
- c. 10% of lump sum - Final
Basis of Payment - Exhibit “A” submitted to the FAA/TAD

[Task 3: Airports-GIS (Lump Sum)]

- a. Milestone: Imagery Acquisition
 - i. 30% of lump sum - Flight, Basis of Payment- Invoice from the sub consultant and Statement of Work uploaded in ADIP
- b. Milestone: 60% of lump sum - Basis of Payment- to be broken out below
 - i. 20% of lump sum – Basis of Payment -Survey & Quality Control Plan Completed and verified by the Sponsor
 - ii. 20% of lump sum- Basis of Payment - Notification of Imagery Data shipped shown in ADIP (see example below)
 - iii. 20% of lump sum- Basis of Payment -Imagery Plan, and, Imagery Data and Survey uploaded in ADIP (Survey tab)
- c. Milestone: Final Submission
 - i. 10% of lump sum - Basis of Payment- Final Report and Verification approved in ADIP

[Task 4: Narrative Report without Standalone Forecast (Lump Sum)]

- a. Milestone: First Submission at 60% ALP meeting
50% of lump sum - Basis of Payment- Narrative Report submitted to TAD with Narrative Report Checklist completed by the consultant.
- b. Milestone: Second Submission at 90% ALP meeting
40% of lump sum - Basis of Payment- Narrative Report submitted to TAD with Narrative Report Checklist completed by the consultant.
- c. Milestone: Final Submission
10% of lump sum - Basis of Payment- Narrative Report Submitted to the FAA

[Task 5 – Runway Safety Area Inventory / Determination]

- a. Milestone: First submission no later than three weeks prior to the scheduled 30% ALP meeting
50% of lump sum - Basis of Payment- Runway Safety Area Inventory / Determination submitted to TAD
- b. Milestone: Second Submission at 30% ALP meeting
40% of lump sum - Basis of Payment- Revised Runway Safety Area Inventory / Determination submitted to TAD and submission to the FAA
- c. Milestone: FAA Determination
10% of lump sum - Basis of Payment- FAA determination received for the Runway Safety Area Inventory / Determination
- d. Milestone: First submission no later than three weeks prior to the scheduled 30% ALP meeting
50% of lump sum - Basis of Payment- Runway Safety Area Inventory / Determination submitted to TAD
- e. Milestone: Second Submission at 30% ALP meeting
40% of lump sum - Basis of Payment- Revised Runway Safety Area Inventory / Determination submitted to TAD and submission to the FAA
- f. Milestone: FAA Determination

10% of lump sum - Basis of Payment- FAA determination received for the Runway Safety Area Inventory / Determination

- 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:

Ryan Healey, Transportation Program Monitor 2
TDOT Aeronautics Division
7335 Centennial Boulevard
Nashville TN, 37209
Email: Ryan.Healey@tn.gov
Telephone: 615-741-3208

The Grantee:

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

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge

that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Reserved.**
- D.27. 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, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. 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.3. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.4. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.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 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.7. 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.8. 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.9. 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.10. Travel Requirements. Travel must be project related and ALL conference and/or out-of-state travel must be preapproved by the Grantor State Agency even if included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- The Grantee, upon request, must include (in addition to other invoice requirements of this Grant Agreement) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."
- E.11. Ban on Texting While Driving. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009 and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
- a. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing any work related to this grant or subgrant.
 - b. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- E.12. Co-Sponsor. If the Grantee is a co-sponsor, the Grantee hereby acknowledges that it understands and agrees that the co-sponsors jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
- E.13. Completion of Project and Repayment of Funds. The Grantee agrees to use best efforts to ensure timely completion of the Project. If the Grantee elects not to complete the Project, then the Grantee shall notify the State in writing within thirty (30) days after having made such determination and, at the discretion of the State, the Grantee may be required upon written notice to repay to the State some or all of the funds paid to the Grantee pursuant to this Agreement. The State shall have the sole determination over the amount of funds owed by the Grantee. If the State determines that any funds are owed by the Grantee, the Grantee shall pay said funds within one hundred eighty (180) days of receipt of written notice from the State.
- E.14. Employee Protection from Reprisal.
- a. Prohibition of Reprisals:
 1. In accordance with 41 U.S.C. § 4712, an employee of a Grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for

disclosing to a person or body described in sub-paragraph (a)(2), information that the employee reasonably believes is evidence of:

- i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the State or the Grantee; or
 - vii. A Federal or State regulatory enforcement agency.
 - b. Submission of Complaint: A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - c. Time Limitation for Submittal of a Complaint: A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - d. Required Actions of the Inspection General: Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - e. Assumption of Rights to Civil Remedy: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- E.15. Trafficking in Persons. In accordance with section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g)), the Grantee, its employees, and any subgrant recipients' employees may not:
- a. Engage in severe forms of trafficking in persons;
 - b. Procure a commercial sex act; or
 - c. Use forced labor in the performance of this Grant Contract and subgrant agreements.
- Violation of this requirement may result in termination of this Grant Contract.
- E.16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Grantee will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any permitted use for which funds are provided under this Grant Contract. The Grantee will include a provision implementing Buy American in every contract and subcontract issued under this Grant Contract.
- E.17. Face Coverings Policy. The Grantee agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) guidelines and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the Airport property, except to the extent exempted under those requirements. This special condition requires that the Grantee continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.
- E.18. Airport Layout Plan. The Grantee understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the State or the FAA, as applicable. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of a project funded under this

Grant Contract. Airport Sponsor Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).

- E.19. Airport Layout Plan Coordination. The Grantee has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed airport layout plan (ALP) or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.
- E.20. Airports Geographic Information System (GIS) Survey. If the Grantee's GIS survey is not reflected on an updated ALP that meets FAA requirements within four (4) years from the date of the grant (regardless of whether it is generated using the AGIS/eALP system or through some other computer-aided design platform), then the Grantee may be required to repay that portion of this Grant Contract that relates to the survey work.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

32-555-0172-22

GRANTEE SIGNATURE

DATE

GARY CHESNEY, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

GRANTEE LEGAL COUNSEL'S SIGNATURE

DATE

DEPARTMENT OF TRANSPORTATION:

JOSEPH GALBATO III, INTERIM COMMISSIONER

DATE

JOHN H. REINBOLD, GENERAL COUNSEL

DATE



APPROVED AS TO FORM AND LEGALITY

Application for Federal Assistance SF-424			
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	
		* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>	
* 3. Date Received: <input type="text" value="11/05/2021"/>		4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>		5b. Federal Award Identifier: <input type="text"/>	
State Use Only:			
6. Date Received by State: <input type="text"/>		7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:			
* a. Legal Name: <input type="text" value="City of Morristown, TN"/>			
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="62-6000369"/>		* c. UEI: <input type="text" value="FWNGHUGWFD22"/>	
d. Address:			
* Street1: <input type="text" value="100 W 1st North Street"/> Street2: <input type="text"/>			
* City: <input type="text" value="Morristown"/> County/Parish: <input type="text" value="Hamblen"/>			
* State: <input type="text" value="TN: Tennessee"/> Province: <input type="text"/>			
* Country: <input type="text" value="USA: UNITED STATES"/>			
* Zip / Postal Code: <input type="text" value="37814-4652"/>			
e. Organizational Unit:			
Department Name: <input type="text"/>		Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:			
Prefix: <input type="text" value="Mr."/> Middle Name: <input type="text"/>	* First Name: <input type="text" value="Anthony"/>		
* Last Name: <input type="text" value="Cox"/> Suffix: <input type="text"/>			
Title: <input type="text" value="City Administrator"/>			
Organizational Affiliation: <input type="text"/>			
* Telephone Number: <input type="text" value="423-585-4603"/>		Fax Number: <input type="text"/>	
* Email: <input type="text" value="tc Cox@mymorristown.com"/>			

Application for Federal Assistance SF-424*** 9. Type of Applicant 1: Select Applicant Type:****Type of Applicant 2: Select Applicant Type:****Type of Applicant 3: Select Applicant Type:***** Other (specify):***** 10. Name of Federal Agency:****11. Catalog of Federal Domestic Assistance Number:****CFDA Title:***** 12. Funding Opportunity Number:***** Title:****13. Competition Identification Number:****Title:****14. Areas Affected by Project (Cities, Counties, States, etc.):**[Add Attachment](#)[Delete Attachment](#)[View Attachment](#)*** 15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

[Add Attachments](#)[Delete Attachments](#)[View Attachments](#)

Application for Federal Assistance SF-424			
16. Congressional Districts Of:			
* a. Applicant:	* b. Program/Project:		
Attach an additional list of Program/Project Congressional Districts if needed:			
		Add Attachment	Delete Attachment
View Attachment(s)			
17. Proposed Project:			
* a. Start Date:	* b. End Date:		
18. Estimated Funding (\$):			
* a. Federal:	299,800.00	<div style="border: 1px solid black; padding: 5px;"> <p>TOOT USE ONLY</p> <p>Staff Recommended / APPROVED</p> <p>Fiscal Year: 2022</p> <p>Federal: 299,800.00</p> <p>State: 0.00</p> <p>Local: 0.00</p> <p>PSR Signature:  Date: 11/12/2021</p> <p>TAC Signature: _____ Date: _____</p> </div>	
* b. Applicant:	0.00		
* c. State:	0.00		
* d. Local:	0.00		
* e. Other:	0.00		
* f. Program Income:	0.00		
* g. TOTAL:	299,800.00		
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?			
<input checked="" type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on		11/05/2021	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.			
<input type="checkbox"/> c. Program is not covered by E.O. 12372.			
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If "Yes", provide explanation and attach			
		Add Attachment	Delete Attachment
		View Attachment	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)			
<input checked="" type="checkbox"/> ** I AGREE			
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.			
Authorized Representative:			
Prefix:	Mr.	* First Name:	Anthony
Middle Name:			
* Last Name:	Cox		
Suffix:			
* Title:	City Administrator		
* Telephone Number:	423-585-4603	Fax Number:	
* Email:	tcx@rymco.ristown.com		
* Signature of Authorized Representative:			* Date Signed: 11/04/2021

ATTACHMENT TWO

PAGE ONE

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	City of Morristown
Subrecipient's DUNS number	079026779
Federal Award Identification Number (FAIN)	3-47-SBGP-59
Federal award date	5/29/2020
CFDA number and name	20.106
Grant contract's begin date	11/12/2021
Grant contract's end date	11/11/2025
Amount of federal funds obligated by this grant contract	\$269,820
Total amount of federal funds obligated to the subrecipient (SPONSOR: TOTAL Federal dollars deposited into YOUR account in current FY (7/21-6/22) from ALL agencies) MUST be UPDATED every 6 months and uploaded into BlackCat Documents	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$19,191,159
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	TN Department of Transportation Aeronautics Division 7335 Centennial Boulevard Nashville, TN 37209 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

Federal Award Identification Worksheet (FAI) is a required document; it must be completed and returned with signed grant for execution, with an updated copy loaded into BlackCat (32-555-0172-22) every six (6) months.

Any questions please contact your Program Monitor, **Ryan Healey**, at 615-741-3208.

ATTACHMENT TWO

PAGE TWO

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	City of Morristown
Subrecipient's DUNS number	079026779
Federal Award Identification Number (FAIN)	3-47-SBGP-64
Federal award date	7/13/2021
CFDA number and name	20.106
Grant contract's begin date	11/12/2021
Grant contract's end date	11/11/2025
Amount of federal funds obligated by this grant contract	\$29,980
Total amount of federal funds obligated to the subrecipient (SPONSOR: TOTAL Federal dollars deposited into YOUR account in current FY (7/21-6/22) from ALL agencies) MUST be UPDATED every 6 months and uploaded into BlackCat Documents	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$14,663,946
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	TN Department of Transportation Aeronautics Division 7335 Centennial Boulevard Nashville, TN 37209 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

Federal Award Identification Worksheet (FAI) is a required document; it must be completed and returned with signed grant for execution, with an updated copy loaded into BlackCat (32-555-0172-22) every six (6) months.

Any questions please contact your Program Monitor, **Ryan Healey**, at 615-741-3208.

ATTACHMENT THREE

PAGE ONE

GRANT BUDGET				
City of Morristown: ALP			AERO-22-369-00	
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period: BEGIN: 11/12/2021END: 11/11/2025				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	\$299,800.00.00	0.00	\$299,800.00
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	\$299,800.00	0.00	\$299,800.00

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: <https://www.tn.gov/finance/looking-for/policies.html>).

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

ATTACHMENT THREE

PAGE TWO

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
ALP	\$299,800.00
TOTAL	\$299,800.00

TAD Project # 32-555-0172-22

Project Breakdown:

TX00	\$269,820.00	100% Federal #59 (NPE)
TX00	<u>\$ 29,980.00</u>	100% Federal #64 (ARPA)
Grant Total:	\$299,800.00	100%

Parent Child Information

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

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

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

Grantee's Edison Vendor ID number: 4108

Is City of Morristown a parent? Yes ☒ No ☐

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

Is City of Morristown a child? Yes ☐ No ☒

If yes, complete the fields below.

Parent entity's name: City of Morristown

Parent entity's tax identification number: 62-6000369

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

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

Parent entity's contact information

Name of primary contact person: Michelle Woods

Address: 100 West First North Street

Phone number: 423-585-4613

Email address: mwoods@mymorristown.com

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