

**Finance Committee
December 6, 2022
3:30 p.m.**

**Pre-Meeting WORK SESSION
December 6, 2022
4:00 p.m.**

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
December 6, 2022
5:00 p.m.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Robert Montgomery, Chaplain Morristown Fire Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. November 15, 2022

6. PROCLAMATIONS/PRESENTATIONS

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

8. OLD BUSINESS

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

1. Ordinance No. 4713.04

To amend Ordinance Number 4713, the City of Morristown, Tennessee Annual Budget for Fiscal Year 2022-2023, necessary to re-appropriate funds in the amount of \$60,598 to allow for the purchase of two vehicles for the Fire Department.

2. Ordinance No. 4728
Entitled an Ordinance to amend the Municipal Code of The City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 032034 01600 from PCD (Planned Commercial District) to R2 (Medium Density Residential District). New Fire Station No. 3}.

9. NEW BUSINESS

9-a. Resolutions

1. Resolution No. 2022-28
A Resolution calling for a Municipal Election on May 2, 2023, for the election of a City Mayor; one Councilmember to represent Ward 2; one Councilmember to represent Ward 4; and one at-large Councilmember.
2. Resolution No. 2022-29
Being a Resolution of the City of Morristown, Tennessee adopting an Agenda Management Policy.

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____
Being an Ordinance of the City Council of Morristown, Tennessee Amending Title 1, Chapter 2, Section 206 of the Morristown Municipal Code (Order of Business).
{Public Hearing date December 20, 2022}

9-c. Awarding of Bids/Contracts

1. Approval of Builder's Risk Insurance extension through February 28, 2023 in the amount of \$14,726 for Morristown Landing.
2. Acceptance of Grant Contract (AERO-23-232-00) from Tennessee Department of Transportation in the amount of \$86,400.00 for the Morristown Airport Runway Lighting Design Project.
3. Approval to apply for the Tennessee Department of Transportation (TDOT) 2022-23 Traffic Signal Modernization Program (TSMP) Grant Program in the amount of \$100,000. No local match.
4. Acknowledge receipt of proposals for Mobile Restroom Trailers, accept the proposal from Ready-2-Go Restrooms as the best, lowest, and most qualified proposal, and authorize the one-time purchase of two (2) Mobile Restroom Trailers, totaling \$121,290.00.

5. Approve purchase of one (1) Styku 3D Body Scanner Device, Styku Studio Software, and Styku Web Services totaling \$6,534.00 as a sole source purchase for Morristown Landing.
6. Approve purchase of one (1) Theragun Mini Cart package (which includes 4 – Theraguns and 2- Wave rollers) totaling \$4,999.00 as a sole source purchase for Morristown Landing.
7. Approve a Master Services Agreement with Goodwyn Mills Cawood, LLC to provide engineering, planning, and related professional services for the Morristown Regional Airport for a five-year period beginning January 1, 2023, and authorize the City Administrator to execute the same.
8. Approve the recommendation from Lose Design to award the contract for the Durham Landing Connector Road project to East Tennessee Turf and Landscape (ETTL) in amount of \$740,000.00.
9. Approval of Change Order No. 6 with Leon Williams Contractors for the City Hall Interior Renovations in the amount of \$28,075.00.
10. Approval to declare miscellaneous electronic equipment surplus.
11. Approve the purchase of rock salt from Morton Salt Company in an amount not to exceed \$50,000 via Statewide Contract (#507).

9-d. Board/Commission Appointments

9-e. New Issues

1. Approval of moving Council meeting dates in July 2023 to the 1st and 3rd Thursday; July 6, and July 20, 2023.
2. Acceptance of Audit for Fiscal Year Ending June 30, 2022.
3. Approval to hire three (3) entry-level officers for the Morristown Police Department.
4. Confirmation of disciplinary action for the Morristown Police Department.
5. Confirmation to terminate employment of officer for the Morristown Police Department.

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

WORK SESSION December 6, 2022

1. Internal Control Policy

City Council Meeting/Holiday Schedule.

December 6, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
December 6, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 6, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 7, 2022	Wednesday	5:00 p.m.	M-H County Coordinating Committee – Urban Growth Boundary Public Hearing/Work Session, Public Works Training Room, 4360 Durham Landing
December 20, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 20, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 23 - 26, 2022	Fri/Mon		City Center Closed – Observance of Christmas
January 2, 2023	Monday		City Center Closed – Observance of New Year's Day
January 3, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
January 3, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
January 16, 2023	Monday		City Center Closed – Observance of Martin Luther King Day
January 17, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
January 17, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 7, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
February 7, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
February 7, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
February 21, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
February 21, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 7, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
March 7, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
March 21, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
March 21, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 4, 2023	Tuesday	3:30 p.m.	Finance Committee Meeting
April 4, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 4, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 7, 2023	Friday		City Center Closed – Observance of Good Friday
April 18, 2023	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 18, 2023	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

**STATE OF TENNESSEE
COUNTY OF HAMBLEN
CORPORATION OF MORRISTOWN
November 15, 2022
5:00 p.m.**

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

Captain Chuck Letterman, Master Chaplain Morristown Police Department, led in the invocation.

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

Councilmember A'Hearn made a motion to approve the November 1, 2022 minutes with a correction to be made to the vote of the motion to defer taking action on the proposed Ordinance amending Title 1, Chapter 2, Section 206 of the Morristown Municipal Code (Order of Business) to the first meeting in December (December 6, 2022) and reflect that Councilmembers Al A' Hearn, Chris Bivens, Bob Garrett, Kay Senter and Ken Smith voted "aye" and Mayor Chesney and Councilmember Pedigo voted no. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held relating to Ordinance No. 4713.03. No one spoke.

Councilmember A'Hearn made a motion to approve Ordinance No. 4713.03 on second and final reading. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye."

Ordinance No. 4713.03

To amend Ordinance Number 4713, the City of Morristown, Tennessee Annual Budget for Fiscal Year 2022-2023, necessary to re-appropriate funds in the amount of \$65,000 to allow for the purchase of a vehicle for the Natural Resource Maintenance Department and to appropriate additional funds in the amount of \$33,100 for repairs to Fire Engine Unit #468.

Councilmember Bivens made a motion to approve Resolution No. 2022-27. Councilmember Senter seconded the motion and upon roll call; all voted “aye.”

Resolution No. 2022-27

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

Councilmember Pedigo made a motion to approve Ordinance No. 4713.04 on its first reading and schedule a public hearing relative to final passage of said ordinance for December 6, 2022. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 4713.04

To amend Ordinance Number 4713, the City of Morristown, Tennessee Annual Budget for Fiscal Year 2022-2023, necessary to re-appropriate funds in the amount of \$60,598 to allow for the purchase of two vehicles for the Fire Department.

Councilmember Pedigo made a motion to approve Ordinance No. 4728 on first reading and schedule a public hearing relative to final passage of said ordinance for December 6, 2022. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 4728

Entitled an Ordinance to amend the Municipal Code of The City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 032034 01600 from PCD (Planned Commercial District) to R2 (Medium Density Residential District). New Fire Station No. 3}.

Councilmember A’Hearn made a motion of the approval of Right-of-Way acquisitions for the Thompson Creek Road Project Phase 2, Tracts 1, 2 and 5 in an amount of \$27,324.99. Councilmember Senter seconded the motion and upon roll call; all voted “aye”.

Councilmember Senter made a motion to approve the purchase of one (1) 2023 Isuzu NPR-HD Gas Cab Chassis truck with the necessary accessories and upfitting from National Auto Fleet Group for the Natural Resources Department via a cooperative purchasing agreement, totaling \$72,394.80. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Councilmember Bivens made a motion to authorize the purchase of one (1) Asphalt Hot Box Trailer, being a KM International (Model KM8000T) 4 – Ton Hotbox Trailer in the amount of \$55,335.00 via cooperative purchasing agreement. Councilmember Garrett seconded the motion and upon roll call; all voted “aye”.

Councilmember A'Hearn made a motion to approve the purchase of two (2) 2023 Dodge Durango vehicles for the Fire Department under state contract #209 totaling \$78,464.00. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the surplus of a 2015 Crafcro Magnum Spray Injection Patching Machine. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to declare one (1) city owned vehicle as surplus, and acknowledge the placement of Unit #470, previously surplus, back into service. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to appoint Arnold Bunch for a six-year term to fill a vacancy on the Industrial Development Board. Term to expire June 30, 2028. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion of the confirmation of Disciplinary Action for the Morristown Police Department. Councilmember A'Hearn 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; Linda Noe and Louis Chan spoke.

Mayor Gary Chesney adjourned the November 15, 2022, Morristown City Council meeting at 5:39 p.m.

Mayor

Attest:

City Administrator

APPROPRIATION ORDINANCE

Ordinance Number:

4713.04

TO AMEND ORDINANCE NUMBER 4713, THE CITY OF MORRISTOWN, TENNESSEE ANNUAL BUDGET FOR FISCAL YEAR 2022-2023 NECESSARY TO RE-APPROPRIATE FUNDS IN THE AMOUNT \$60,598 TO ALLOW FOR THE PURCHASE OF TWO VEHICLES FOR THE FIRE DEPARTMENT. THESE VEHICLES WERE ORIGINALLY BUDGETED AND ORDER WAS PLACED IN FISCAL YEAR 2022, BUT DUE TO SUPPLY CHAIN ISSUES THE FACTORY CANCELLED THE ORDER.

Be it ordained by the Council of the City of Morristown Tennessee that Ordinance Number 4713 identifying the revenue and expenditure accounts of the City of Morristown contained in the annual budget for the fiscal year 2022-2023 is hereby amended and funds are herewith appropriated or adjusted as presented.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	FUND BALANCE / REVENUE		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
General (#110)	Fire Administration	42210.971	Motor Equipment			\$ 30,299	
General (#110)	Firefighting	42240.971	Motor Equipment			\$ 30,299	
General (#110)	Fund Balance	110.33840	Unassigned Fund Balance		\$ 60,598		
			Totals	\$ -	\$ 60,598	\$ 60,598	\$ -

PASSED ON FIRST READING THIS 15th DAY OF NOVEMBER 2022

Mayor Signature

ATTEST:

City Administrator Signature

PASSED ON SECOND READING THIS 6th DAY OF DECEMBER 2022

Mayor Signature

ATTEST:

City Administrator Signature

The City of Morristown

Community Development & Planning

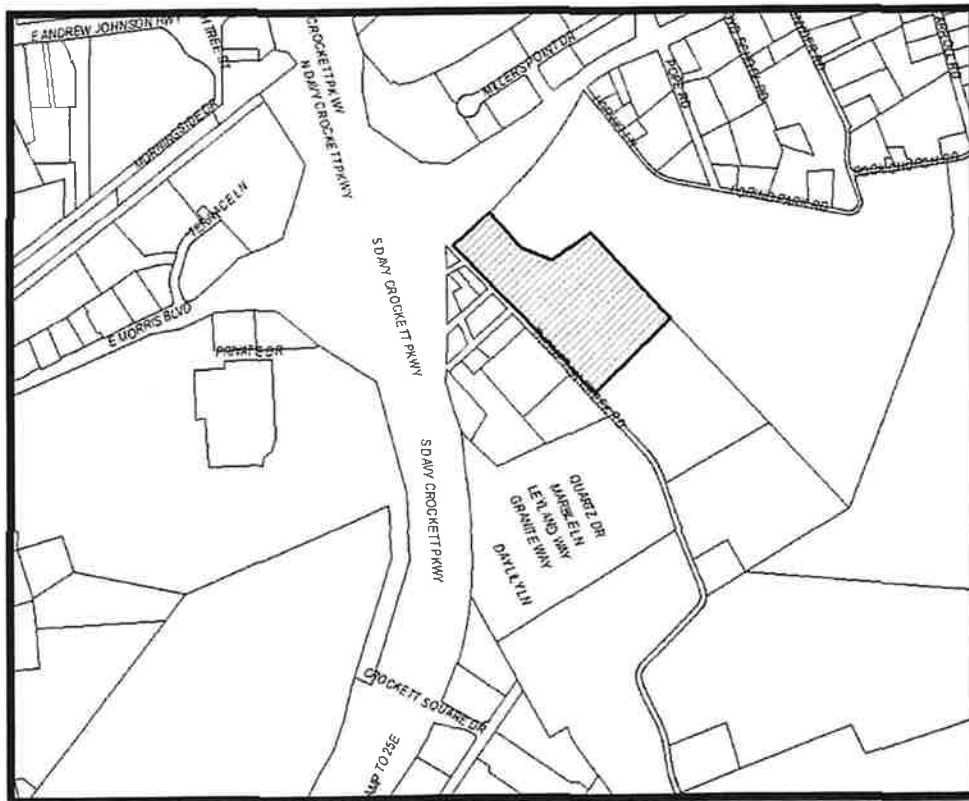


TO: Morristown City Council
FROM: Josh Cole, Senior Planner
DATE: November 15th, 2022
SUBJECT: Rezoning Request from PCD to R-2
Thompson Creek Road

BACKGROUND:

This is a staff initiated rezoning request for City owned property on Thompson Creek Road from Planned Commercial District (PCD) to Medium Density Residential District (R-2). This property is currently being considered for the new location for Fire Station #3.

The subject parcel is approximately 11.5 acres in size and is currently vacant. Frank Lorino Park is located to the east and zoned R-2 and the properties to the west and south are all zoned PCD containing a mixture of residential uses, farmland, and vacant land.





The recently constructed “Universal at Thompson Creek” multifamily development is just slightly to the southwest of this parcel and a concept plan for the second phase of this development was submitted as part of a recently approved residential rezoning request. Additionally, Thompson Creek Road is currently undergoing significant improvements to improve the safety of this road and to connect it to nearby commercial properties and Walters State Community College. Due to this improvement along with the proximity of the park, staff views this corridor as one prime for continued residential development. Rezoning this city owned parcel to residential will further encourage this type of development.

RECOMMENDATION:

Staff recommends the rezoning to R-2 and Planning Commission voted in support of this request by a 9-0 margin at their November monthly meeting.

ORDINANCE NO. 4728,
ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF
MORRISTOWN, TENNESSEE, APPENDIX B.
*{Rezoning of Hamblen County Tennessee Tax Parcel ID # 032034 01600 from PCD (Planned
Commercial District) to R2 (Medium Density Residential District), the general location being shown
on the attached exhibit A.}*

SECTION I. WHEREAS, the Morristown Planning Commission has recommended to the City Council of the City of Morristown that a certain amendment be made to Ordinance No. 2092, known as the Zoning Ordinance for the City of Morristown, Appendix B;

NOW, THEREFORE, in order to carry into effect the said amendment:

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned PCD (Planned Commercial District) to R2 (Medium Density Residential District),

BEGINNING at the point of intersection of Parcel 016.00 of Hamblen County Tax Map 034, Parcel 015.00 of Hamblen County Tax Map 034, and the Thompson Creek Road right-of-way and heading in a southwesterly direction along the boundary shared by Parcel 016.00 of Hamblen County Tax Map 034 and the Thompson Creek Road right-of-way and then is a southeasterly direction along said boundary to the point of intersection of Parcel 016.00 of Hamblen County Tax Map 034, Parcel 020.02 of Hamblen County Tax Map 034, and the Thompson Creek Road right-of-way; Thence in a northeasterly direction along the boundary shared by Parcel 016.00 of Hamblen County Tax Map 034 and Parcel 020.02 of Hamblen County Tax Map 034 to the point of intersection of Parcel 016.00 of Hamblen County Tax Map 034, Parcel 020.02 of Hamblen County Tax Map 034, and Parcel 015.00 of Hamblen County Tax Map 034; Thence in a northwesterly direction along the boundary shared by Parcel 016.00 of Hamblen County Tax Map 034 and Parcel 015.00 of Hamblen County Tax Map 034 to the point of BEGINNING.

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used for Medium Density Residential District (R2) uses exclusively.

SECTION IV. BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith be, and the same are, repealed to the extent of such conflict but not further or otherwise.

SECTION V. BE IT FURTHER ORDAINED that this ordinance takes effect from and after the date of its final passage, the public welfare requiring it.

Passed on first reading the 15th day of November 2022.

Mayor

ATTEST:

City Administrator

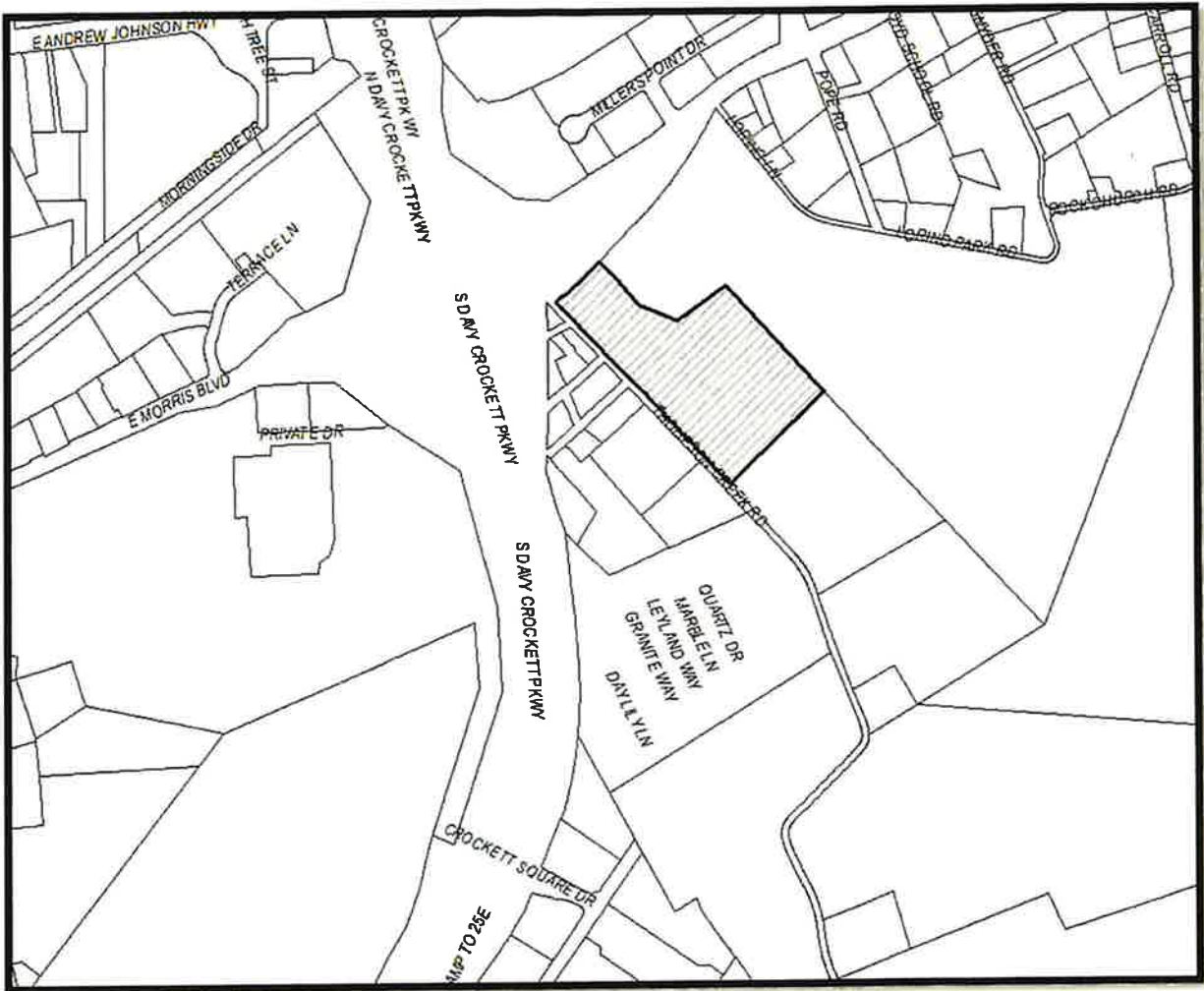
Passed on second and final reading the 6th day of December 2022.

Mayor

ATTEST:

City Administrator

Exhibit A:



**RESOLUTION NO. 2022-28
A RESOLUTION CALLING FOR A MUNICIPAL ELECTION
ON MAY 2, 2023, FOR THE ELECTION OF A CITY MAYOR;
ONE COUNCILMEMBER TO REPRESENT WARD 2; ONE
COUNCILMEMBER TO REPRESENT WARD 4; AND ONE AT-
LARGE COUNCILMEMBER.**

WHEREAS, the City of Morristown conducts Biennial Elections; and

WHEREAS, the 2023 Election will be held on May 2, 2023; and

WHEREAS, the 2023 Election will be for the election of a City Mayor; one Councilmember to represent Ward 2; one Councilmember to represent Ward 4; and one at-large Councilmember.

NOW, THEREFORE, BE IT RESOLVED THAT, the City of Morristown hereby calls for a Municipal Election on May 2, 2023 for the election of a City Mayor; one Councilmember to represent Ward 2; one Councilmember to represent Ward 4; and one at-large Councilmember.

Adopted this the 6th day of December 2022.

Mayor

ATTEST:

City Administrator

E.C. Reed, Jr., Chairman
Steve Lawrence, Secretary
Donna Coffman Pless, Member



Ernie Horner, Member
Gayle Bruce, Member
Jeffrey Gardner, Administrator

November 16, 2022

Mayor Gary Chesney
Morristown City Hall
P.O. Box 1499
Morristown, TN 37816

Dear Mayor Chesney,

Per the City Charter the 2023 City Election will be held on May 2, 2023. Qualifying petitions will be available for candidates to obtain on Monday, December 19, 2022. The qualifying deadline for candidates will be Thursday, February 16, 2023 at 12:00 Noon. I have attached the Resolution from the 2019 City Election.

The Election Commission needs the following information from you in writing:

1. A letter of a copy of your City's Resolution to hold the City Election.
2. The Offices to be elected and the qualifications for each office.
3. If any unexpired terms will be elected on this election cycle.

Once we have this information, we will publish the legal notice or notices for your election in the Citizen Tribune. If you have any questions, please let us know.

Thank you for your assistance with this request.

Sincerely,

Jeffrey Gardner
Administrator of Elections

RESOLUTION NO. 2022-29
BEING A RESOLUTION OF THE CITY OF MORRISTOWN, TENNESSEE
ADOPTING AN AGENDA MANAGEMENT POLICY

Be it resolved by the City Council for the City of Morristown, Tennessee that the following shall be deemed the Agenda Management Policy:

Agenda Management Policy

1. Each City Council meeting agenda, including any special called meetings, shall be prepared by the City Administrator and Mayor. The Assistant City Administrator(s) and other department heads shall assist in this preparation of items for the agenda as needed. The Administrative Assistant shall assist in the compilation of the requisite documents and the agenda packet.
2. The completed agenda, along with the associated materials for the Council meetings and any work sessions, will be distributed to each Council member at least three (3) days in advance of the scheduled meeting. A copy of the agenda packet shall also be made available to the public at the same time. The supporting documents for an agenda item may not be available at the time of distribution, and in that case, they will be distributed as soon as possible.
3. If a member of City Council desires that an item be placed on the agenda for formal consideration, such matter shall be first presented in concept to the full Council under the "Comments from mayor/councilmembers/committees" section of the agenda, during the "Adoption of agenda" section of the agenda, or at a work session that is held at least five (5) business days prior to the next Council meeting. From there, the direction shall be given to the City Administrator to include the requested item on the next, or a future meeting agenda for formal consideration.
4. Agenda materials concerning emergency items shall be furnished to Council members at the earliest time possible.

Passed this _____ day of _____, 2022.

Gary Chesney, Mayor

ATTEST:

City Administrator, Anthony Cox

**ORDINANCE NO. _____,
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE
AMENDING TITLE 1, CHAPTER 2, SECTION 206 OF THE
MORRISTOWN MUNICIPAL CODE.**

Be it ordained by the City Council for the City of Morristown that the text of Title 1, Chapter 2, Section 206 of the Morristown Municipal Code is hereby amended as follows:

“Sec. 1-206. - Order of business. At each meeting of the city council, the following regular order of business shall be observed, unless dispensed with by a majority vote of the members present:

- (1)Call to order;
- (2)Invocation;
- (3)Pledge of allegiance;
- (4)Roll call;
- (5)Adoption of agenda;
- (6)Proclamations/presentations;
- (7)Citizen comments about agenda items only;
- (8)Approval of minutes;
- (9)Old business;
- (10)New business;
- (11)City administrator's report;
- (12)Comments from mayor/councilmembers/committees;
- (13)Adjournment.”

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

PASSED ON FIRST READING THIS _____ DAY OF _____, 2022.

MAYOR

ATTEST:


CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS _____ DAY OF _____,
2022.

MAYOR

ATTEST:

CITY ADMINISTRATOR

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 10/27/2022		End Date 10/26/2023		Agency Tracking # 40100-49630	
				Edison ID 74118	
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 <hr/> Grantee's fiscal year end – June 30			
Service Caption (one line only) Runway Lighting Design – Final Design & Bidding					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2023	\$0.00	\$86,400.00		\$0.00	\$86,400.00
TOTAL:	\$0.00	\$86,400.00		\$0.00	\$86,400.00
Grantee Selection Process Summary <input checked="" type="checkbox"/> Competitive Selection <div style="float: right; width: 60%;"> For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval. </div>					
<input type="checkbox"/> Non-competitive Selection <div style="float: right; width: 60%;"> Describe the reasons for a non-competitive grantee selection process. </div>					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional)		Account Code (optional) 71302			

VENDOR ADDRESS: 1

LOCATION CODE: MAIN

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

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

Grantee Edison Vendor ID # 4108

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The purpose of this Grant shall be to sponsor a project for the further development of a public airport under Tennessee Code Annotated 42-2-203 and the Airport and Airway Improvement Act of 1982, Title 49 of the United States Code or Tennessee Code Annotated 4-3-2313 and 2314, Aeronautics Economic Development Fund. Pursuant to these provisions, the State shall be designated as the party to apply for, receive, and disburse all funds to be used in the payment of the costs of said project or as reimbursement of costs incurred. The Grantee shall be a recipient of funds from the State Transportation Equity Fund and/or Federal Airport Improvement Program, and/or Aeronautics Economic Development Fund, and shall undertake an airport improvement project.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal, **Attachment One**, incorporated to elaborate supplementary scope of services specifications.
- A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as **Attachment Two** is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on **October 27th, 2022**, ("Effective Date") and extend for a period of **twelve (12) months** after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- 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 **four (4)** 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 **Eighty-Six Thousand Four Hundred Dollars and Zero Cents (\$86,400.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Three** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation-Aeronautics Division
<https://www.blackcataviation.com>

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

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

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

C.6. Budget Line-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:

Evan Rodgers
Transportation Program Monitor 1
TN Dept. of Transportation-Aeronautics Division
7335 Centennial Boulevard
Nashville, TN 37209
Email: evan.rodgers@tn.gov
Telephone: 615-741-3208

The Grantee:

Gary Chesney, City Mayor
City of Morristown
City Center, PO Box 1499
Morristown, TN 37816
Email: gchesney@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 offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, 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 Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 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. Plans and Specifications Approval Based Upon Certification. The State and the Grantee agree that the FAA's approval of the Grantee's Plans and Specification is based primarily upon the State's and Grantee's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Grantee understands that:
- a. The State's and Grantee's certification does not relieve the Grantee of the requirement to obtain prior FAA and State approval for modifications to any AIP or supplemental appropriation standards or to notify the FAA and State of any limitations to competition within the project;
 - b. The FAA's acceptance of the State's and Grantee's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA and/or State determines that the Grantee has not complied with its certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation.
- E.18. Consultant Contract and Cost Analysis. The Grantee understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant Contract until the State has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.
- E.19. Design Grant. This Grant Contract is being issued in order to complete the design of a project funded under this Grant Contract. The Grantee understands and agrees, that within two (2) years

after the design is completed, the Grantee will accept, subject to the availability of the amount of Federal funding identified in the ACIP, a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Grantee also understands that if the FAA has provided Federal funding to complete the design for the project, and the Grantee has not completed the design within four (4) years from the execution of this Grant Contract, the State may suspend or terminate grants related to the design.

IN WITNESS WHEREOF,

CITY OF MORRISTOWN:

32-555-0175-23

Andrew Ellard
Andrew Ellard (Nov 23, 2022 15:02 EST)

Nov 23, 2022

GRANTEE SIGNATURE

DATE

GARY CHESNEY, CITY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, DEPUTY GOVERNOR & COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY:

JOHN REINBOLD, GENERAL COUNSEL

DATE

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 style="border: 2px solid red;" type="text"/>	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"/>			
* 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"/>	* First Name: <input type="text" value="Andrew"/>		
Middle Name: <input type="text"/>			
* Last Name: <input type="text" value="Ellard"/>			
Suffix: <input type="text"/>			
Title: <input type="text" value="Assistant City Administrator"/>			
Organizational Affiliation: <input type="text"/>			
* Telephone Number: <input type="text" value="423-585-4614"/>		Fax Number: <input type="text"/>	
* Email: <input type="text" value="aellard@mymorristown.com"/>			

Application for Federal Assistance SF-424		
* 9. Type of Applicant 1: Select Applicant Type: <input type="text" value="C: City or Township Government"/>		
Type of Applicant 2: Select Applicant Type: <input type="text"/>		
Type of Applicant 3: Select Applicant Type: <input type="text"/>		
* Other (specify): <input type="text"/>		
* 10. Name of Federal Agency: <input type="text" value="Federal Aviation Administration"/>		
11. Catalog of Federal Domestic Assistance Number: <input type="text"/>		
CFDA Title: <input type="text"/>		
* 12. Funding Opportunity Number: <input type="text" value="TBD"/>		
* Title: <input type="text" value="TBD"/>		
13. Competition Identification Number: <input type="text"/>		
Title: <input type="text"/>		
14. Areas Affected by Project (Cities, Counties, States, etc.): <div><input type="text"/><div><div>Add Attachment</div><div>Delete Attachment</div><div>View Attachment</div></div></div>		
* 15. Descriptive Title of Applicant's Project: <input type="text" value="Runway 5-23 Lighting Replacement-Design through Bid"/>		
Attach supporting documents as specified in agency instructions. <div><div>Add Attachments</div><div>Delete Attachments</div><div>View Attachments</div></div>		

Application for Federal Assistance SF-424			
16. Congressional Districts Of:			
* a. Applicant <input style="width: 80%;" type="text" value="TN-01"/>	* b. Program/Project <input style="width: 80%;" type="text" value="TN-01"/>		
Attach an additional list of Program/Project Congressional Districts if needed.			
<div style="display: flex; justify-content: space-between; align-items: center;"> <input style="width: 30%;" type="text"/> <div style="display: flex; gap: 10px;"> <div style="border: 1px solid black; padding: 2px 5px;">Add Attachment</div> <div style="border: 1px solid black; padding: 2px 5px;">Delete Attachment</div> <div style="border: 1px solid black; padding: 2px 5px;">View Attachment</div> </div> </div>			
17. Proposed Project:			
* a. Start Date: <input style="width: 80%;" type="text" value="11/15/2022"/>		* b. End Date: <input style="width: 80%;" type="text" value="05/31/2023"/>	
18. Estimated Funding (\$):			
* a. Federal	<input style="width: 90%;" type="text" value="77,760.00"/>	<div style="border: 1px solid black; padding: 5px; background-color: #e0f0ff;"> TDOT USE ONLY Staff Recommended: APPROVED Fiscal Year: 2023 Federal: \$86,100.00 State: \$0.00 Local: \$0.00 PSR Signature: Date: 10/27/2022 TAC Signature: Date: 10/27/2022 </div>	
* b. Applicant	<input style="width: 90%;" type="text" value="0.00"/>		
* c. State	<input style="width: 90%;" type="text" value="4,320.00"/>		
* d. Local	<input style="width: 90%;" type="text" value="4,320.00"/>		
* e. Other	<input style="width: 90%;" type="text" value="0.00"/>		
* f. Program Income	<input style="width: 90%;" type="text" value="0.00"/>		
* g. TOTAL	<input style="width: 90%;" type="text" value="86,400.00"/>		
* 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 <input style="width: 100px;" type="text" value="09/20/2022"/>			
<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			
<div style="display: flex; justify-content: space-between; align-items: center;"> <input style="width: 30%;" type="text"/> <div style="display: flex; gap: 10px;"> <div style="border: 1px solid black; padding: 2px 5px;">Add Attachment</div> <div style="border: 1px solid black; padding: 2px 5px;">Delete Attachment</div> <div style="border: 1px solid black; padding: 2px 5px;">View Attachment</div> </div> </div>			
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: <input style="width: 80%;" type="text" value="Mr."/>	* First Name: <input style="width: 80%;" type="text" value="Andrew"/>		
Middle Name: <input style="width: 80%;" type="text"/>			
* Last Name: <input style="width: 80%;" type="text" value="Ellard"/>			
Suffix: <input style="width: 80%;" type="text"/>			
* Title: <input style="width: 80%;" type="text" value="Assistant City Administrator"/>			
* Telephone Number: <input style="width: 80%;" type="text" value="423-585-4610"/>		Fax Number: <input style="width: 80%;" type="text"/>	
* Email: <input style="width: 80%;" type="text" value="aellard@mymorristown.com"/>			
* Signature of Authorized Representative:			* Date Signed: <input style="width: 100px;" type="text" value="09/20/2022"/>

**ATTACHMENT TWO
PAGE ONE**

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Morristown, City of
Subrecipient's Unique Entity Identifier (SAM)	FWNGHUGWFD22
Federal Award Identification Number (FAIN)	3-47-SBGP-59
Federal award date	5/29/2020
Subaward Period of Performance Start and End Date	10/27/2022 – 10/26/2023
Subaward Budget Period Start and End Date	July 1, 2022 – June 30, 2023
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.106
Grant contract's begin date	10/27/2022
Grant contract's end date	10/26/2022
Amount of federal funds obligated by this grant contract	\$28,440
Total amount of federal funds obligated to the subrecipient	\$144,883
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$17,272,043
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Runway Lighting Design – Final Design & Bidding
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	FAA, Memphis Airports District Office 2600 Thousand Oaks Blvd, Ste 2250 Memphis, TN 38118-2462
Name of pass-through entity	Tennessee Department of Transportation
Name and contact information for the pass-through entity 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 is a required document the **Highlighted Box** must be completed by the sponsor and returned with signed grant for execution.

This Worksheet will need to be updated every six (6) months for the length of this project and uploaded into BlackCat in the Documents Tab under project 32-555-0175-23.

Any questions please contact your Program Monitor at 615-741-3208.

**ATTACHMENT TWO
PAGE TWO**

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Morristown, City of
Subrecipient's Unique Entity Identifier (SAM)	FWNGHUGWFD22
Federal Award Identification Number (FAIN)	3-47-SBGP-64
Federal award date	7/13/2021
Subaward Period of Performance Start and End Date	10/27/2022 – 10/26/2023
Subaward Budget Period Start and End Date	July 1, 2022 – June 30, 2023
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.106
Grant contract's begin date	10/27/2022
Grant contract's end date	10/26/2023
Amount of federal funds obligated by this grant contract	\$57,960
Total amount of federal funds obligated to the subrecipient	\$144,883
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$1,466,394
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Runway Lighting Design – Final Design & Bidding
Name of federal awarding agency	Federal Aviation Administration
Name and contact information for the federal awarding official	FAA, Memphis Airports District Office 2600 Thousand Oaks Blvd, Ste 2250 Memphis, TN 38118-2462
Name of pass-through entity	Tennessee Department of Transportation
Name and contact information for the pass-through entity 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 is a required document the (Highlighted Box) must be completed by the sponsor and returned with signed grant for execution.

This Worksheet will need to be updated every six (6) months for the length of this project and uploaded into BlackCat in the Documents Tab under project 32-555-0175-23.

Any questions please contact your Program Monitor at 615-741-3208.

**ATTACHMENT THREE
PAGE ONE**

GRANT BUDGET				
City of Morristown: Runway Lighting Design – Final Design & Bidding				AERO-23-232-00
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period:				
BEGIN: 10/27/2022		END: 10/26/2023		
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	\$86,400.00	0.00	\$86,400.00
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	\$86,400.00	0.00	\$86,400.00

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
Runway Lighting Design - Final Design & Bidding	\$86,400.00
TOTAL	\$86,400.00

TAD Project # 32-555-0175-23

Project Breakdown:

TX	\$28,440.00	100% 59 NPE
TX	\$49,320.00	100% 64 NPE
TX	<u>\$ 8,640.00</u>	100% 64 ARPA
Grant Total:	\$86,400.00	

**ATTACHMENT THREE
PAGE ONE**

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: Andrew Ellard

Address: 100 West First North Street, Morristown TN 37814

Phone number: 423-585-4614

Email address: aellard@mymorristown.com

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

Tennessee Aeronautics Division

FAA – Federal Grant Assurances



Acknowledgement of Receipt

11/14/2022

Dear Airport Sponsor,

By signing this receipt, you acknowledge that you have received the documents pertaining to federal regulations.

I hereby acknowledge the receipt of the following documents for state grant (32-555-0175-23) from the Tennessee Department of Transportation, Aeronautics Division.

1. Federal Grant Airport Sponsor Assurances [rev. 3/2014]
2. FAA Advisory Circulars – AIP Funded Projects [rev. 2/2018]

Andrew Ellard

Airport Represented

Andrew Ellard
Andrew Ellard (Nov 23, 2022 15:02 EST)

Signature of Recipient

Nov 23, 2022

Date



ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

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

C. Sponsor Certification.

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

1. General Federal Requirements.

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

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

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

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- a. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- g. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated

by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

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

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

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

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

- c. Duration.

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

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

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

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

- e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/28/2020

View the most current versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars and

http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Changes 1 - 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1M	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Tennessee Aeronautics Division

FAA – Federal Grant Assurances



Acknowledgement of Receipt

11/14/2022

Dear Airport Sponsor,

By signing this receipt, you acknowledge that you have received the documents pertaining to federal regulations.

I hereby acknowledge the receipt of the following documents for state grant (32-555-0175-23) from the Tennessee Department of Transportation, Aeronautics Division.

1. Airport Rescue Grant Assurances

Andrew Ellard

Airport Represented

Andrew Ellard
Andrew Ellard (Nov 23, 2022 15:02 EST)

Signature of Recipient

Nov 23, 2022

Date

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport State Block Grant Assurances are required to be submitted as part of the application by Sponsors receiving funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency Sponsor" means a public agency with control of a public-use airport; the term "private Sponsor" means a private owner of a public-use airport; and the term "Sponsor" includes both public agency Sponsors and private sponsors.
2. Upon Sponsor's acceptance of a subgrant offer under an Airport Rescue State Block Grant offer by the State, these assurances are incorporated into and become part of any subgrant issued under an Airport Rescue State Block Grant Agreement.

B. Sponsor Certification.

The Sponsor hereby assures and certifies, with respect to this subgrant awarded under an Airport Rescue State Block Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this subgrant issued under an Airport Rescue State Block Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity.
- b. Executive Order 11990 – Protection of Wetlands.
- c. Executive Order 11998 – Flood Plain Management.
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs.
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction.
- f. Executive Order 12898 – Environmental Justice.
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹

- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety.

FOOTNOTES TO AIRPORT RESCUE GRANT SPONSOR ASSURANCE B

- ¹ These laws do not apply to airport planning Sponsors.
- ² These laws do not apply to private Sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

1. Purpose Directly Related to the Airport.

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

- a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

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

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the Sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the Sponsor is a private Sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

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

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue State Block Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

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

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

10. Minimum Wage Rates.

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

11. Veteran's Preference.

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

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the Sponsor will have in effect arrangements for:

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

13. Hazard Removal and Mitigation.

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

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The Sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

1. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
2. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue State Block Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. Submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. In a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

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

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The Sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport

and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport Sponsor.

20. Civil Rights.

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

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the Sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

1. Programs and Activities. If the Sponsor has received a grant (or other Federal assistance) for any of the Sponsor's program or activities, these requirements extend to all of the Sponsor's programs and activities.
2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the Sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

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

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the Sponsor retains ownership or possession of the property.

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The [State to Insert Name of Sponsor], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this

advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the Sponsor with other parties:
 - i. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - ii. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - iii. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - iv. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

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

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue State Block Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of July 16, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The Sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the Sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The Sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The Sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement.

Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at http://www.faa.gov/airports/resources/advisory_circulars and http://www.faa.gov/regulations_policies/advisory_circulars

The City of Morristown

Memorandum

From the Office of Finance



To: City Council

From: Michele Parvin, Accountant/Grants Coordinator

Date: December 1, 2022

RE: TDOT Traffic Signal Modernization Grant

The City of Morristown is requesting approval to apply for the 2022-23 TDOT Signal Modernization Grant Program in the amount of \$100,000. This grant is designed to help communities and their local traffic signal maintaining agencies modernize existing traffic signal equipment and operations. This grant is 100% funded. The grant funds requested would be used to convert 4 intersections from loop wire and video detection to radar detection.



Morristown City Council Agenda Item Summary

Date: December 6th, 2022

Agenda Item: Acknowledge receipt of proposals for Mobile Restroom Trailers, accept the proposal from Ready-2-Go Restrooms as the best, lowest, and most qualified proposal, and authorize the one-time purchase of two (2) Mobile Restroom Trailers, totaling \$121,290.00.

Prepared By: Andrew Ellard

Subject: Mobile Restroom Trailers

Background: Earlier this year, City Council established priorities for the expenditure of ARPA funding on a variety of projects, some of which focused on the capacity and quality of events in downtown and in City parks. Among those priorities was the purchase of a mobile restroom trailer that could be used in city events and city-sponsored events.

Findings/Current Activity:

The City issued a request for proposals, which was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. We received two (2) total responses, with three (3) different model options. Based on the content of the submitted proposals, Ready-2-Go Restrooms provided the best, lowest, and most qualified proposal. In addition, based on additional options provided, Ready-2-Go's final proposal includes modifications to their original proposed unit(s) that staff believes will better suit the needs of the city. (See the attached bid tabulation for further information).

Financial Impact:

The total cost proposed by Ready-2-Go Restrooms, which includes the modifications staff has selected, is within the budgeted amount in the ARPA spending plan for this particular purchase.

Action options/Recommendations:

Acknowledge proposals, accept the proposal from Ready-2-Go Restrooms, and authorize the purchase for same totaling \$121,290.00.

Attachment: Bid tabulation and Ready-2-Go Restrooms quote

City of Morristown
Office of Finance and Purchasing
 Mobile Restroom RFP
 Tuesday, October 25, 2022
 2:00 PM

Scorer's Name: TOTALS

Criteria	Lang Specialty	Ready2Go - ADA+3	Ready2Go - ADA+4		
Statement of Qualifications <i>(Point Value: 10 Points)</i>	8.8	5.8	5.8		
Availability <i>(Point Value: 10 Points)</i>	10	8.4	8.4		
References <i>(Point Value: 10 Points)</i>	8.6	9.8	9.8		
Product Specifics <i>(Point Value: 40 Points)</i>	36	30.6	33.4		
Compensation: <i>(Point Value: 30 Points)</i>	20	25.8	27.6		
Total Points: <i>(100 points maximum)</i>	83.4	80.4	85		

Specialty Trailer Sales
Quote is good for 30 days
Quotation #: LD3320

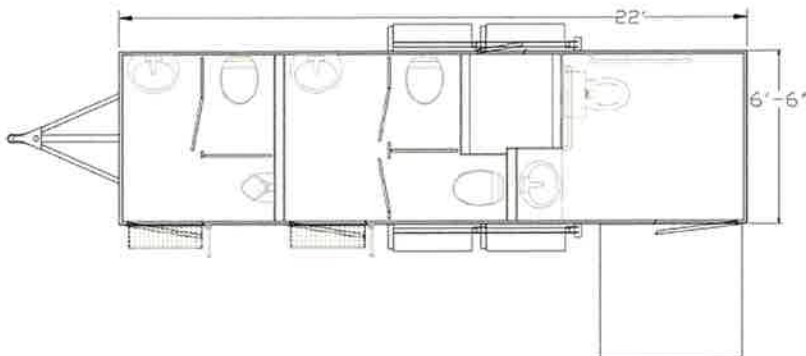
Prepared Date: 10/12/2022

5 station 22' Handicap Accessible Lowering Restroom Trailer with 450 waste tank
Standard Features

- All Steel frame and exterior wall framing
- E-Z lube wheel hubs with Electric brakes
- Exterior wall and roof insulation
- Keyed alike primary door locks
- 2 5/16" trailer Receiver
- Timed water saving sink faucets
- 12V LED interior and exterior lighting
- Aluminum steps (where applicable) and handrails
- Aluminum roof and exterior siding
- 16" Steel rim wheels
- Torsion axles (non-lowering trailers)
- Scissor Jack Stabilizers (non-lowering trailers)
- Roto-molded poly waste and fresh water tanks with waste tank sight gauge
- Vinyl sheet flooring
- 13,500 BTU AC


Layout is for reference only and may not reflect the final product
Interior Color

Interior White Trim is Standard

Exterior Color

Trailer Base Price: \$46,900.00

Trailer Qty: 2

Total Base Selling price: \$93,800.00

Optional Items (page 2) \$27,490.00

TOTAL: **\$121,290.00**

Delivery	Miles:	584 x 2 = 1168
	Rate:	\$2.85/mile
	Total:	\$3,328.00

On-Site training	\$ 2,750.00
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Multiple unit discount	\$ 1,500.00
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NET Terms - Due NET 30 Upon Completion	\$125,868.00
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Notes**R2G Trailer name:** City of Morristown

Delivery Info

Street Address:

City, State, Zip:

Contact name / number:

Special Instructions:

Signature: _____

Date: _____

Print Name: _____

OPTIONAL ITEMS

Qty			\$/ea.	Total \$
	Interior upgrade to Smooth White, Grey or Taupe FRP Panels with White Chair Rail (per Trailer foot)		\$80	\$0
	Interior upgrade to Stainless Steel Subway Tile or Shiplap Accent Wall behind sink(s) - (per square foot)		\$35	\$0
	Upgrade to High Privacy Metal Partitions from Standard Partitions - Increased Height w/ Privacy Door (per Stall)		\$60	\$0
	Upgrade to Panel Doors from Standard Partitions (per Door)		\$300	\$0
	Generator Mount on Tongue of Trailer with Matching Aluminum Encasement		\$1,000	\$0
	Upgrade to Non Stock Aluminum (colors other than White, Pewter or Charcoal) - per trailer foot		\$45	\$0
	Upgrade to Non Stock Partition Color (Stock Partition : Latte, Slate, Charcoal)		\$250	\$0
	Remote Monitoring Application - includes Deep Cycle Battery		\$1,200	\$0
	Solar Panel Charging (per Solar Panel) - Includes Deep Cycle battery		\$950	\$0
1	Lowering Trailer with Fold up Ramp and Railing - (Wheelchair access, Grinder Pump Toilet required)		\$8,500	\$8,500
	Lowering Handicap Accessible Module with Fold up Ramp and Railing - Hydraulic Lowering (Wheelchair access, Grinder Pump Toilet required)		\$11,100	\$0
	Outreach Lift System - Handicap lift ramp, with additional step. (Attendant is required)		\$7,400	\$0
22	*Coin Rubber Floor* (per Trailer foot)	\$80	\$1,760	
	Aluminum Wheels	\$160	\$0	
	Powered Vent/ Skylight with Vent Cover	\$240	\$0	
	Diamond Plate Rock Guard	\$450	\$0	
1	Spare Tire (mounted)	\$350	\$350	
1	Utility Room w/ Door	\$550	\$550	
	Vacant/ Occupied LED Indicator Operated by Light switch	\$125	\$0	
	Water tank/ pump, 105 gallons	\$850	\$0	
	Water tank/ pump, 140 gallons	\$900	\$0	
1	Water tank/ pump, 225 gallons (215 gallons useable)	\$1,050	\$1,050	
	Water tank/ pump, 300 gallons (275 gallons useable)	\$1,450	\$0	
	Water tank/ pump, 400 gallons (380 gallons useable)	\$1,600	\$0	
1	Hot Water Heater (Cabinet/ Utility)	\$300	\$300	
3	Wall Heater	\$245	\$735	
	Cold Weather Package (per Trailer foot)	\$100	\$0	
	Fiberglass Subfloor (per Trailer foot)	\$110	\$0	
	Outlets - GFI protected	\$120	\$0	
	Replace LPG Tankless w/ Electric (Increases Power Requirement)	\$300	\$0	
	Dual 40# Propane Tanks mounted on Tongue	\$600	\$0	
	Electric Hand Dryer (no heat)	\$650	\$0	
2	Floor drains	\$50	\$100	
	Standard Residential Toilet (upgrade)		\$250	\$0
	Additional Urinals		\$450	\$0
	Upgrade from Single Pedestal Sink to Single Cabinet Vanity		\$350	\$0
	Upgrade from Single Pedestal Sink to Double Skirted Sink (existing layout permitting)		\$650	\$0
	Single Framed Mirror		\$190	\$0
	Double Framed Mirror		\$280	\$0
	Fold Down Seat (18")		\$350	\$0
	Music Amp with 2 Speakers and USB/SD Card Player		\$550	\$0
1	Baby Changing Station		\$400	\$400
	12"x4" Stainless Steel Shelf		\$65	\$0
Qty	Accessories - not installed at factory		\$/ea.	Total \$
	Double Roll Toilet Paper Dispenser		\$40	\$0
	Stainless Steel C-Fold Towel Dispenser		\$175	\$0
	Enmotion Hands Free Towel Dispenser		\$250	\$0
	Stainless Steel Garbage Can		\$350	\$0
	Foaming or Liquid Soap Dispenser		\$50	\$0
	Sanitary Napkin Disposal SS		\$70	\$0
				\$0

Options selected are highlighted in blue.

OPTIONS PRICE
\$13,745.00



Morristown City Council Agenda Item Summary

Date: December 6th, 2022

Agenda Item: Approve purchase of one (1) Styku 3D Body Scanner Device, Styku Studio Software, and Styku Web Services totaling \$6,534.00 as a sole source purchase.

Prepared By: Andrew Ellard

Subject: Styku 3D Body Scanner – FY 2023

Background: The Morristown Landing Recreation & Events Center desires to purchase a Styku 3D Body Scanner. This scanner collects body measurements and analyzes the data to calculate body fat and a person's body profile. The reports generated help customers set health/fitness goals and it can track their progress as they strive to reach their personal fitness goals. The scanner requires the Styku Studio Software and Web Services for use.

Findings/Current Activity:

Styku, LLC is the sole vendor of the Styku 3D Body Scanner Device, the associated Styku Studio Software, and Styku Web Services. Per the sole source letter, the above listed items are not available for purchase from any other vendor.

Financial Impact:

The purchase of the Styku 3D Scanner and associated software is within the allocated Landing FF&E budget.

Action options/Recommendations:

Authorize staff to make a one-time purchase of one (1) Styku 3D Body Scanner Device, Styku Studio Software, and Styku Web Services

Attachment: Styku Quote & Sole Source Letter



Nov 17, 2022

Morristown Landing Recreation and Events
Kasey Peters
4355 Durham Lndg,
Morristown, TN 37814
(423) 616-0899

RE: Styku Sole Source Letter

Dear Kasey Peters:

This letter is to inform you that Styku LLC is the Sole Source of the following item(s) and/or service(s):

Styku 3D Body Scanner Device
Styku Studio Software
Styku Web Services

The above named company or firm is the Sole Source of the item(s) and/or service(s) listed above, and no other company or firm sells or produces such item(s) and/or service(s).

Competition in providing the above named item(s) and/or service(s) is precluded by the existence of a patent, copyright, secret process, or monopoly.

There is/are no other item(s) and/or service(s) available for purchase that would serve the same purpose or function.

Sincerely,

A handwritten signature in black ink that reads 'Jason Delevan'.

Jason Delevan
COO / Co-Founder
Styku

PC 2914

Morristown Landing Recreation and Events
Kasey Peters
kneetz@gmail.com
9896679917



Styku LLC
5462 Jillson St.
Los Angeles, CA 90040
323-372-2628
www.styku.com

Description

Exclusive Discount:
\$1,000 off
No payments till January 2023
Offer expires July 31, 2022

Details

Created: 07.20.22
Sent from: gisselle.naranjo@styku.com
Sent to: kneetz@gmail.com
Amount: \$6,534.00

Products

Description	Qty	Unit price	Disc	Discounted unit price	Tax	Vat tax	Price
Body Scanner Device <i>Touchscreen Computer</i> <i>Rotating Platform</i> <i>3D Tower with built in depth sensor</i> <i>Styku branded mat for easy set and alignment</i> <i>1-year Limited Warranty</i> <i>1-year Free Maintenance and Labor</i> <i>Digital Weight Scale Included</i>	1	\$6,990.00	\$1,000.00	\$5,990.00	--	--	\$5,990.00

Description	Qty	Unit price	Disc	Discounted unit price	Tax	Vat tax	Price
Growth Plan	1	\$149.00	--	\$149.00	--	--	\$149.00
<i>Software and Cloud Subscription Plan</i>							
CONTACTLESS, PRIVATE, AND AUTONOMOUS SCANNING							
<i>Unlimited Scanning</i>							
<i>Unlimited Storage (w/ Cloud Backup)</i>							
REMOTE CONSULTATIONS							
<i>Unlimited Software Downloads (run the software and share your screen on zoom)</i>							
3D ASSESSMENT							
<i>Digital Tape - 21 Circumferences across Torso, Legs, Arms.</i>							
<i>3D Viewer - Rotation, Zoom, and Pan 3D Scans</i>							
<i>3D Before/After - View Scans side by side</i>							
<i>2D Profile Overlay</i>							
<i>Circumference Overlay</i>							
<i>Measure Regional and Total Volume</i>							
<i>Extract Custom Measurements</i>							
<i>Trends Analysis</i>							
HEALTH RISK INDICATORS							
<i>Screen for Underlying Conditions and Obesity Related Diseases</i>							
<i>Visceral and Subcutaneous Fat Mass</i>							
<i>Set Inch-loss Goals for Waist Circumference / Risk Reduction</i>							
<i>*This is the "Health" tab in Styku's Professional Software</i>							
DIGITAL REPORTS							
<i>Summary Report - Automatically sends report</i>							
<i>Scan Report - Detailed measurements and visuals per scan</i>							
<i>Progress Report - Visual before/after images and trends analysis</i>							
TRAINING AND SERVICE							
<i>Unlimited Styku Coach Certifications - Styku Academy - 8 Lessons w/Quizzes</i>							
<i>Knowledge Base</i>							
<i>Live Support (M-F 5am-9pm, S-Su 6am-6pm PST)</i>							
<i>24/7 Email Support and Live Bot</i>							
US Shipping - \$100X	1	\$395.00	--	\$395.00	--	--	\$395.00
<i>USA Shipping - \$100X</i>							
<i>Ground shipping 3-5 business days</i>							

Scheduled payments

Description	Status	Due	Paid at	Amount
50% Due Upfront	UNPAID	11.30.22	--	\$3,267.00
50% (Remaining Balance due Upon Delivery)	UNPAID	01.02.23	--	\$3,267.00

Payment terms

**Deposit of 50% of amount is due upfront and 50% (remaining balance) upon delivery

Hardware Terms

All hardware sales and equipment financing (lease-to-owns) are final
View hardware **warranty policy**: <https://www.styku.com/warranty>

Subscription Software License

18-Month Agreement (Month to month thereafter)

Software Subscription Cancellation: Two-month penalty with early cancellation. 30 days advanced notice required to request a cancellation.

Invoice must be paid in full in order to access software.

Non-payment may result in suspension of account after 30 days or cancellation of account after 60 days of the invoice date.

View our terms of service

For U.S domestic orders, please allow 7-8 Weeks to process and ship. All shipping is ground.

Rush Orders may be available for domestic orders. Additional fees may apply. Ask for details.

Note: We are currently experiencing high demand. Accepted quotes will be given a higher priority. Purchase before this quote expires to ensure all or any promotions, if applicable, are honored.

Notes

Invoice due upon receipt.

Thanks so much for the opportunity to work with you. We are very excited to have you a part of the growing Styku family.

Thanks for choosing Styku!

Discounts: -\$1,000.00

Subtotal: \$6,534.00

Total: \$6,534.00 (USD)

Amount Due: \$6,534.00 (USD)

Terms of Service

www.styku.com/terms
www.styku.com/privacy



Morristown City Council Agenda Item Summary

Date: December 6th, 2022

Agenda Item: Approve purchase of one (1) Theragun Mini Cart package (which includes 4 – Theraguns and 2- Wave rollers) totaling \$4,999.00 as a sole source purchase.

Prepared By: Andrew Ellard

Subject: Theragun Mini Cart package – FY 2023

Background: The Morristown Landing Recreation & Events Center desires to purchase one (1) Theragun Mini Cart package. The package includes four (4) Theragun massage tools, two (2) wave roller massage tools, a charging stand and shelving. The massaging tools are used for pain relief.

Findings/Current Activity:

Therabody, LLC is the sole vendor of the above listed massaging tools. Per the sole source letter, the above listed items are not available for purchase from any other vendor.

Financial Impact:

The purchase of the Theragun Mini Cart package is within the allocated Landing FF&E budget.

Action options/Recommendations:

Authorize staff to make a one-time purchase of one (1) Theragun Mini Cart package

Attachment: Therabody Quote & Sole Source Letter



Therabody, Inc.
6100 Wilshire Blvd, Suite 200
Los Angeles, CA 90048
www.therabody.com

November 23, 2022

Morristown Landing Recreation and Events
4355 Durham Lndg.
Morristown, TN 37814

Re: Sole Source Letter

To Whom It May Concern:

This letter is to inform you that Therabody, Inc. is the sole source of the following equipment packages:

- Theragun Cart Package – Theraguns, Wave Rollers, Charging Stands bolted onto shelving, Cart System
- Theragun Mini Cart Package - Theraguns, Wave Rollers, Charging Stands bolted onto shelving, Mini Cart System

Therabody is the Sole Source of the equipment packages listed above, and no other company or firm sells or produces such equipment packages. There is no other equipment packages available for purchase that would serve the same purpose or function.

Sincerely

Jonathan Feldman
THERABODY, INC.
Jonathan Feldman
General Counsel & Secretary

THERAFACE ACCESSORIES

Hot & Cold Attachments

- Compatible with the TheraFace PRO
- Hot Ring Temperature Settings: 35C/95F, 39C/102F, 43C/109F
- Cold Ring Temperature Settings: 26C/78F, 22C/71F, 18C/65F
- Available in two colorways, White and Black
- Easy to clean for a hygienic experience



\$99
MSRP

- 1 TheraFace Hot Ring
- 1 TheraFace Cold Ring
- Soft Carrying Case

Conductive Gel

- 3.4oz
- Use prior to TheraFace PRO microcurrent treatment



\$28
MSRP

- Ingredients: Water (Aqua), Propanediol, Glycerin, Cetearyl, Dimethicone, Caprylhydroxamic Acid, Sodium Polyacryloyldimethyl Taurate, Sodium Chloride, Dead Sea Salt, PEG-90 M, 1,2-Hexanediol, Sodium Hydroxide

ALL-IN-ONE

Pelican Case

- Includes 6 Theragun PROs
- Holds 12 batteries
- Holds 36 attachments
- Holds 6 chargers



\$2999
+ Shipping
*Includes product

Gym Cart

- Holds 6 Theragun PROs, 4 Wave Rollers & Wireless Multi-Device Chargers
- Additional shelf holds towels & disinfectant
- Standard AC wall outlet
- QR code for direct purchase to receive commission
- 45.98" W x 15.35" D x 50.61" H



\$6499
+ Shipping
*Includes product

Gym Mini Cart

- Holds 4 Theragun PROs, 2 Wave Rollers, & Wireless Multi-Device Chargers
- Additional shelf holds towels & disinfectant
- Standard AC wall outlet
- QR code for direct purchase to receive commission
- 31.5" W x 15.35" D x 50.61" H



\$4999
+ Shipping
*Includes product



Morristown City Council Agenda Item Summary

Date: December 6, 2022

Agenda Item: Approve a Master Services Agreement with Goodwyn Mills Cawood, LLC to provide engineering, planning, and related professional services for the Morristown Regional Airport for a five-year period beginning January 1, 2023, and authorize the City Administrator to execute the same.

Prepared By: Andrew Ellard

Subject: Resident Engineering Services – Morristown Regional Airport

Background: The agreement with the current resident engineering firm for the airport is set to expire 12/31/2022. Over the last two months, the city has considered potential qualified firms, following a Request for Qualifications process outlined by the TDOT Aeronautics Division and in keeping with the City's purchasing policies. This process allows for up to a five (5) year arrangement with a selected firm. Additionally, the agreement's form and content is reviewed by City staff, City Attorney and TDOT. As most projects the engineer will undertake for the City are likely to be grant-funded through TDOT and FAA, the particulars of the solicitation process and the agreement are important.

Findings/Current Activity:

After an initial scoring of all submissions, the top three firms were interviewed by the selection committee. Following interviews, the selection committee scored the firms again and identified Goodwyn Mills Cawood, LLC as the top firm.

Financial Impact:

This agreement has no direct financial impact on the city. As projects are pursued, Work Authorizations will be presented to the Airport Commission and City Council for consideration. The rates for 2023 are comparable to the other engineering master service agreements the City maintains with other firms.

Action options/Recommendations:

Approve agreement.

Attachment: Master Service Agreement

**MASTER AGREEMENT FOR
PROFESSIONAL AIRPORT SERVICES
MORRISTOWN REGIONAL AIRPORT
MORRISTOWN, TENNESSEE**

THIS AGREEMENT is made this 6 day of December, 2022, by and between the **City of Morristown** (hereinafter called the "OWNER") and **Goodwyn Mills Cawood, LLC** (hereinafter called the "ENGINEER").

WHEREAS, the OWNER has selected the ENGINEER in accordance with FAA Advisory Circular *150/5100-14E* and hereby retains the ENGINEER to furnish general consulting, funding procurement, grant administration, planning and programming, engineering design, architectural design, resident engineering, master planning, environmental analysis, noise studies, preparation of DBE plans and associated services from time to time, as required, in connection with the planning and development of the Morristown Regional Airport; and

WHEREAS, the ENGINEER has represented that it is qualified to provide such services and is willing to do so.

NOW, THEREFORE, the OWNER and the ENGINEER agree that the OWNER, when it so desires, may engage the ENGINEER to provide professional airport services and that each assignment will be authorized by a supplement to this Agreement written in the form of Exhibit "A" and shall be entitled "WORK AUTHORIZATION NUMBER ____," being in accordance with the sequence in which the assignments are made. The OWNER and the ENGINEER each recognize that approval of each work authorization will be subject to negotiation of Scope of Work, Schedule, and Fee and when FAA funding is involved, the OWNER's conducting of an independent fee review as required.

SECTION I

SCOPE OF SERVICES

General

The parties acknowledge the need for flexible procedures to facilitate timely response to OWNER and project needs, as they arise. Therefore, the Professional Airport Services under this Agreement shall be delivered using a Work Authorization system. Work Authorizations are intended to be discrete working elements that will provide, in summary form, the background and factual content, which the Project is based, and the detailed scope of work, schedule and compensation of ENGINEER. Work Authorizations are to be construed to be in addition to, supplementary to and consistent with the provisions of this Agreement. In the event of a conflict between a provision of any Work Authorization and a provision of this Agreement, the provision of this Agreement will take precedence.

For this AGREEMENT, **Mr. Tony Cox, City Administrator and Mr. Andrew Ellard, Assistant City Administrator**, are hereby designated as the OWNER's representatives to act for the OWNER in giving approvals and authorizations for the OWNER, as hereinafter set forth. When mutually agreed by the OWNER and the ENGINEER, and after having received from the OWNER written approval of the ENGINEER's work authorization, including an estimated cost for specified services, the ENGINEER shall provide professional services including, but not limited to planning, environmental services, design and construction plans, specifications, construction phase services, and final project closeout for projects (the "Project") such as:

- A. Environmental Assessment and/or Environmental Impact Statement
- B. Studies including, air space, archaeological, floodplain and wetland delineation, stream mitigation cultural evaluation, other environmental studies, and runway safety area, Runway Incursion System.
- C. Airport Master Plan and/or Airport Layout Plans, Approach Analysis and Design
- D. Runway, Taxiway, and Apron Design, Construction, and Maintenance
- E. Terminal Area Planning and Design/Facilities Justification
- F. Lighting, NAVAIDS and AWOS Installation
- G. Utility relocations and installations
- H. Property surveys, topographic surveys, and obstruction surveys
- I. Roadway, roadway relocations and parking plans and design
- J. Hangar Construction
- K. Grading and Drainage Design
- L. Fencing/Fueling Facilities
- M. Assistance with Land Acquisition of Airport Property
- N. Site Selection, Feasibility Study, Facility Assessments, Inspection, And Analysis
- O. Terminal Building, Hangar Construction, and Renovations

- P. Security Lighting and Cameras
- Q. Grant Funding Assistance
- R. Construction Administration, Inspection, and Testing
- S. Obstruction Clearing
- T. Facility, Structure, and/or Equipment Design, Repair and/or construction
- U. Miscellaneous Design, Review and/or Recommendations

SECTION II

PAYMENT FOR SERVICES

The OWNER agrees to compensate the ENGINEER for services performed in accordance with one of the following methods, as hereinafter set forth. It is further agreed that such compensation includes both direct and indirect costs chargeable to the Project under generally accepted accounting principles and as allowed in the Federal Procurement Regulations Part 1-15.2 and not prohibited by the laws of the State of Tennessee. The ENGINEER understands that project funding is partially dependent upon receipt of federal, state, or private grants, and payment will be made to the ENGINEER by the OWNER from local funds and funds the OWNER receives from those said grants.

The method of payment and the amount of payment for specified services shall be detailed in a Work Authorization (sample form attached as Exhibit "A"), which shall be prepared by the ENGINEER and submitted to the OWNER for review and approval. The receipt of an approved Work Authorization will constitute the ENGINEER's Notice to Proceed.

ENGINEER is not to undertake any work prior to the receipt of an approved WORK AUTHORIZATION executed by the OWNER nor is the budget stipulated in WORK AUTHORIZATION to be exceeded without prior written approval from the OWNER in the form of a supplemental WORK AUTHORIZATION.

The ENGINEER's 2023 labor rates by classification are attached as Exhibit "B". The labor rates of the ENGINEER are adjusted annually in January. The rates stated in an individual Work Authorization are good throughout the life of that Work Authorization unless a change is agreed to between the OWNER and ENGINEER.

METHODS OF PAYMENT

The following methods of payments A or B listed below shall be used:

- A. Hourly Fee Schedule Plus Expenses

Under this method of payment, the ENGINEER's compensation will be based on actual hours worked, by discipline, times the then current man-hour rate, plus direct non-salary expenses, including the direct costs of sub-ENGINEERS. The ENGINEER's administration expenses associated with sub-ENGINEER management will be addressed as direct labor hours in the ENGINEER's fee.

The "hourly fee schedule plus expenses" method will only be utilized for work assignments where the exact scope of work is not able to be defined and for construction inspection and testing services. In all cases, the ENGINEER's compensation will be limited to a maximum not-to-exceed amount and so indicated in the Work Authorization. Man-hour rates, as mentioned above, are in accordance with those listed in Exhibit "B" or as most recently established with annual updates.

B. Lump Sum

For work that can be defined and delineated in advance, payment to the ENGINEER will be made based on lump sum. The agreed lump sum shall represent full payment for all payrolls, overhead, profit, and other direct non-salary expenses. The lump sum will neither increase nor decrease unless there is a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to re-negotiation, and the ENGINEER will prepare and submit a written request for OWNER's approval.

- C. Payments to the ENGINEER on account of the above fees shall be made within thirty (30) days after the receipt of invoices supported by appropriate accounting records or, in the case of a lump sum payment method, by an estimate of the percentage of Project completion. Invoices shall be submitted monthly or bi-monthly, as may be appropriate for work carried out in that period.
- D. The OWNER shall make the aforementioned payments pursuant to written monthly or bi-monthly statements submitted by the ENGINEER to the OWNER in a format approved by OWNER. Said statements shall describe the services performed by the ENGINEER, with itemized fees and charges corresponding to approved work authorization and provide such supporting documentation as may be required by the OWNER. The ENGINEER agrees to permit the OWNER and its representatives to enter upon the ENGINEER's premises to audit the ENGINEER's books and records to verify fees and charges payable hereunder. The ENGINEER agrees to keep books and records in satisfactory form and content to permit such audit and verification for such period as may be reasonably required by applicable State or FAA regulations.

SECTION III

OTHER PAYMENTS

In addition to the payments for services specified in Section II hereof, the OWNER further agrees to make payment for the following direct job costs on the basis described:

A. Miscellaneous Costs

If the ENGINEER should encounter costs directly related to the Project which are not covered by one of the foregoing items, and if the reimbursement of such costs would seem to be a reasonable expense for the OWNER, the ENGINEER shall request reimbursement, in writing, prior to the occurrence of such costs. If the ENGINEER should incur such costs because of an emergency associated with the Project or the operation of the Airport, it shall be entitled to reimbursement without further authorization by the OWNER.

B. Travel Compensation

Reimbursement for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State of Tennessee Comprehensive Travel Regulations," as they are amended from time to time.

C. Terms and Conditions

The basis of compensation described is based upon the following conditions:

- 1) Time charged to the Project by office engineering personnel would include the time that the applicable employees are engaged in actual work on the Project at the ENGINEER's office or remotely, at the site of the Project, or in travel status in connection with the Project.
- 2) Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the Project.
- 3) Charges will not be made to the Project during periods of sickness, vacation, or at any other times when personnel assigned are not gainfully employed on the project, except with prior written consent of the OWNER or in the event of an emergency.

SECTION IV

OWNER'S RESPONSIBILITIES

The OWNER shall:

- A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1) Property descriptions.
 - 2) Zoning, deed, and other land use restrictions.
 - 3) Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4) Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5) Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6) Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

- D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services, the Work, or in the performance of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Section VI of this Agreement as required.
- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or ENGINEERS as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that ENGINEER's services and expertise do not include the following services, provide, as required for the Project:
 - 1) Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2) Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
 - 3) Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise the ENGINEER of the identity and scope of services of any independent ENGINEERS employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- L. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial,

independent cost estimating, insurance counseling, and legal advice) for OWNER so that ENGINEER may assist OWNER in collating the various cost categories which comprise Total Project Costs.

- M. If the OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, propose in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER for ENGINEER's and the other party's review and Consultation.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Substantial Completion and final payment visits to the Project.
- O. Provide the services of an independent testing laboratory through a sub-ENGINEER, if required, to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide ENGINEER with the findings and reports generated by the entities providing services to OWNER pursuant to this paragraph.
- Q. Inform ENGINEER in writing of any specific requirements of safety or security programs that are applicable to ENGINEER, as a visitor to the site.
- R. Compensate the ENGINEER for services rendered as described herein.

SECTION V

ENGINEER'S RESPONSIBILITIES

- A. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, specifications, reports, and other services furnished by the ENGINEER under this Agreement.
- B. Consult with the OWNER to define and clarify the OWNER requirements for individual projects.
- C. Review available data furnished by the OWNER's regarding individual projects.
- D. Approval by the OWNER of drawings, designs, specifications, reports and other incidental engineering work shall not relieve the ENGINEER of its responsibilities for the technical accuracy of its work.
- E. The ENGINEER shall keep the OWNER informed of progress made during all phases of the Project and prompt the OWNER when ENGINEER or the Project requires action by the OWNER.
- F. Advise OWNER of any adjustments to the opinion of probable construction cost known to the ENGINEER.
- G. Submit invoices for reimbursement from the ENGINEER, ENGINEER's subconsultants, and construction Contractor.
- H. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve portions of the Project designed by the ENGINEER.
- I. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Substantial Completion and final payment visits to the Project.
- J. Attend meeting of the Airport Commission. Attend meetings of the City Council upon request.
- K. Provide monthly project updates through report and/or presentation with OWNER.

SECTION VI

STANDARD CONSIDERATIONS

A. Standards of Performance

- 1) *Standard of Care*: The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- 2) *Technical Accuracy*: OWNER shall not be responsible for discovering deficiencies in the technical accuracy of ENGINEER's services. ENGINEER shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in OWNER-furnished information.
- 3) *ENGINEERS*: ENGINEER may employ such ENGINEERS as ENGINEER deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by OWNER.
- 4) ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER having to certify, guarantee, or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER signing any such documents.
- 5) ENGINEER shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall ENGINEER have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- 6) ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- 7) ENGINEER shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- 8) ENGINEER shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except ENGINEER's own agents, employees, and ENGINEERS) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by ENGINEER.

B. Opinion of Probable Construction Cost: Since the ENGINEER has no control over the cost of labor and materials or over competitive bidding market conditions, the ENGINEER's opinion of probable construction costs are to be made on the basis of experience and qualifications, but the ENGINEER does not guarantee the accuracy of opinions as compared to a contractor's bid for construction of the project.

C. Extra Work

It is mutually understood and agreed that the OWNER will compensate the ENGINEER for services resulting from significant changes in the scope of the Project or its design, including, but not necessarily limited to, changes in size, complexity, construction schedule overruns, character of construction, revisions to previously accepted studies, reports, design documents or contract documents, and for preparation of documents for separate bids when such revisions are due to causes beyond the ENGINEER's control and when requested and authorized by the OWNER. Compensation for such extra work, when authorized by the OWNER, shall be in accordance with Section III.

D. Time Overruns Beyond Control of the ENGINEER

The ENGINEER may be called upon to continue construction administration services and technical inspection services on construction contracts overrunning the program schedule contemplated at the time of negotiation. In most instances, the time element is beyond the control of the ENGINEER. The cost of additional ENGINEER construction administration services and technical inspection services that would result from contractor caused construction delays should be included in the liquidated damages established for construction contracts.

The Work Authorization between the OWNER and the ENGINEER should define the extent of the work by the ENGINEER related to construction administration services by specifying a lump sum amount for a specified period of time. If

additional contract time is added to the project, the ENGINEER shall be reimbursed for services in excess of the original contract time by calculating a daily rate based on the original Agreement and applying that daily rate to the increased contract time duration.

The Work Authorization should define the extent of the work by the ENGINEER related to inspection services by specifying a budget number of man-hours. The ENGINEER shall be reimbursed for services in excess of the budget number of man-hours at the previously agreed to hourly rate, unless the work authorization is on the basis of a lump sum.

E. CADD Standards

Digital format drawings must be developed using the current at the time TDOT Aeronautics Division (TAD) approved level structure and symbology and design division's file and documents.

F. Ownership and Reuse of Documents

Original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of the contract, are instruments of service and remain the property of the ENGINEER unless otherwise agreed to by both parties. Copies of drawings and copies of other pertinent data shall be made available to the OWNER upon request. As built CADD design files will be submitted to the owner at the conclusion of each project. Electronic copies of drawings in portable document format (PDF) shall be available to the OWNER upon request.

The OWNER shall not reuse or make any modification to the plans and specifications without the prior written authorization of the ENGINEER. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by the OWNER or any person or entity that acquires or obtains the plans and specifications from or through the OWNER without the written authorization of the ENGINEER.

G. Successors, Assigns and Beneficiaries

- 1) OWNER and ENGINEER are hereby bound and the successors, executors, administrators, and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the successors, executors,

administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, Agreements, and obligations of this Agreement.

- 2) Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- 3) Unless expressly provided otherwise in this Agreement:
 - (a) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 - (b) All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

H. Dispute Resolution

The parties agree to make a reasonable effort to informally resolve, among themselves disputes that may arise during the performance of this Agreement in a timely, professional and non-adversarial manner. To limit any disputes, the parties agree to periodically meet and evaluate the progress of performance under this Agreement. Any Agreements reached by the parties utilizing these informal dispute resolution procedures are not binding unless the Agreement is contained in an amendment to the Agreement that is executed in accordance with this Agreement. The OWNER and the ENGINEER may exercise such rights or remedies as either may otherwise have with respect to any dispute.

I. Period of Services

- 1) This AGREEMENT shall apply to all projects initiated within a five-year period beginning January 1, 2023, said period being in accordance with Chapter 2, Section 2.7 of FAA Advisory Circular 150/5100 14E.
- 2) The ENGINEER's man-hour rates, as set forth in Exhibit "B", shall be in effect on a yearly basis. It is understood and agreed that the ENGINEER customarily reviews and revises its man-hour billing rates annually and that only such revisions approved by the OWNER shall apply to payments by OWNER

pursuant to this AGREEMENT.

- 3) If OWNER has requested significant modifications or changes in the extent of the Project(s), the time of performance of ENGINEER's services and its various rates of compensation shall be adjusted appropriately.
- 4) If ENGINEER's services for design or during construction of the Project(s) are delayed or suspended, in whole or in part, for reasons beyond ENGINEER's control, ENGINEER shall, on written demand to OWNER (but without termination of this Agreement), be paid as provided for in Section III. If such delay or suspension extends for more than one (1) year after the effective date of ENGINEER's Work Authorization, the various rates of compensation provided for in the particular Work Authorization shall be subject to renegotiation.

J. Termination

- 1) This Agreement may be terminated, in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligation under this Agreement through no fault of the terminating party provided that no such termination may be affected unless the other party is given:
 - (a) Not less than ten (10) calendar days written notice of intent to terminate; and
 - (b) An opportunity for consultation with the terminating party prior to termination.
- 2) Notwithstanding the above, this Agreement, or any Work Authorization, may be terminated by the OWNER for its convenience by giving the ENGINEER thirty (30) days' written notice.
- 3) Upon receipt of a termination notice, the ENGINEER shall promptly discontinue all services affected, unless the notice directs otherwise, and deliver or otherwise make available to the OWNER copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials as may be accumulated by the ENGINEER in its performance of this AGREEMENT, whether completed or in process, at the cost of reproduction.
- 4) If this AGREEMENT is terminated by either party, the ENGINEER shall be paid for services rendered and any expenses incurred prior to termination in

addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which have become firm prior to termination. If the termination of the AGREEMENT occurs at the conclusion of one phase, payment by the OWNER of the completed phase shall be considered full compensation due the ENGINEER.

K. Remedies

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or related to this Agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the OWNER is located.

L. Audit: Access to Records

- 1) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to the work under this Agreement in accordance with generally accepted accounting principles and practices. The OWNER, the FAA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, records, and other evidence which relates directly to the Project for the purpose of examination, audit, excerpts, and transcriptions.
- 2) Records described above shall be maintained and made available during the performance under this Agreement and for a period of three (3) years after the OWNER makes final payment.

M. Insurance

- 1) The ENGINEER shall make arrangements for, acquire, and maintain during the life of this Agreement, comprehensive general liability insurance as shall protect it performing the work covered by this Agreement from claims for injury to persons, including wrongful death, and for damage to property which may arise from the operations under this Agreement, whether such operations be by the ENGINEER or by anyone directly or indirectly employed by the ENGINEER. The general liability policy shall include the following:
 - (a) The policy shall afford coverage for contractual liability on the broad form basis or contractual liability specifically covering this Agreement between the ENGINEER and OWNER.
 - (b) The comprehensive general liability policy shall be in an amount not less

than a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence for injury to persons and damage to property.

- 2) The ENGINEER shall carry comprehensive liability insurance covering all owned automobiles. The automobile liability insurance required shall afford not less than a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence for injury to persons and damage to property.
- 3) The ENGINEER shall provide evidence of Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00).
- 4) The ENGINEER shall carry worker's compensation insurance as required by law.
- 5) When applicable, the ENGINEER will require its subcontractors to comply with the above insurance requirements or as may be required by the OWNER.
- 6) When requested, the ENGINEER shall provide to the OWNER Certificates of Insurance evidencing the insurance required hereunder. The ENGINEER shall also provide Certificates of Insurance evidencing the renewal of such policies of insurance which expire during the term of this Agreement. The Certificates of Insurance shall provide that the insurance company or authorized representative of said company will inform the OWNER, in writing, thirty (30) days prior to the termination or cancellation of the policy and prior to any material alteration of said policy which would materially reduce coverage, limits or named insured. The certificates shall contain and provide such additional information and provisions as may be requested by the OWNER. However, ENGINEER shall not be required to add OWNER as a named insured on its professional liability or worker's compensation policies.
- 7) The OWNER, in its discretion, may modify or waive any of the foregoing requirements and may approve such deductions as it deems appropriate.
- 8) If any claim is brought against either the OWNER or ENGINEER by any third party, relating in whole or in part to the negligence of the OWNER or ENGINEER, each party, to the extent permitted by law, shall indemnify the other against any loss or judgement, including attorneys' fees and costs, to the extent that such loss or expense is caused by the party's negligence.
- 9) The OWNER will require that any CONTRACTOR performing work in connection with drawings and specifications produced under this agreement, hold harmless, indemnify, and defend the OWNER and the ENGINEER, their ENGINEERS, and each of their officers, agents, and employees from any and

all liability claims, losses, or damage arising out of, or alleged to arise from, the CONTRACTOR'S (or Subcontractor's) negligence in the performance of work described in the construction contract documents, but not including liability that may be due to the sole negligence of the OWNER, the ENGINEER, their ENGINEERS, or their officers, agents, and employees.

N. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the OWNER agrees to limit the ENGINEER'S liability for the OWNER's damages per Work Authorization to the sum of \$100,000 or the ENGINEER's individual Work Authorization fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

O. Mandatory Federal Contract Provisions for Professional Services (A/E) Contracts

The following provisions shall apply as though written in their entirety.

Provision	Law/Statute	
Civil Rights Act of 1964, Title VI - Contractor Contractual Requirements	49 CFR part 21	
Airport and Airway Improvement Act of 1982, Section 520	49 USC § 47123	
Participation by Disadvantaged Business Enterprises	49 CFR part 26	
New Restrictions on Lobbying	49 CFR part 20	
Access to Records and Reports	2 CFR 200. Appendix II	
Breach of Contract Terms	2 CFR 200. Appendix II	
Rights to Inventions	2 CFR 200. Appendix II	
Trade Restriction Clause	49 CFR part 30	
Additional Provisions for A/E Contracts Exceeding \$10,000		
Termination of Contract	2 CFR 200	

Additional Provisions for A/E Contracts Exceeding \$25,000		
Debarment and Suspension	2 CFR part 180; 2 CFR part 1200	

P. **STATE CONTRACT PROVISIONS**

STANDARD TERMS AND CONDITIONS:

Grantees shall not assign an Aeronautics Grant Contract or enter into a subcontract for any of the services performed under an Aeronautics 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 the Aeronautics 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.

CONTRACT CLAUSES:

- 1) Conflicts of Interest. The Engineer warrants that no part of the total 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 OWNER in connection with any work contemplated or performed relative to this Contract.
- 2) Lobbying. The Engineer 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 Promisor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (c) The Engineer 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.

- 3) **Nondiscrimination.** The Engineer 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 Engineer 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 Engineer shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- 4) **Public Accountability.** If the Engineer is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Contract involves the provision of services to citizens by Engineer on behalf of the State, Engineer agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Engineer 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 OWNER shall obtain copies of the sign from the Tennessee Department of Transportation, Aeronautics Division, and upon request from the Engineer, provide the Engineer with any necessary signs.

- 5) Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Engineer in relation to this Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Engineer in relation to this Contract shall be approved by the State.
- 6) Records. The Engineer and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of Engineer 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 Engineer's records shall be subject to audit at any reasonable time and upon reasonable notice by the Tennessee Department of Transportation, 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*.

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

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

The Engineer 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 Engineer 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 Tennessee Department of Transportation, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

Q. Miscellaneous Provisions

- 1) Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address herein listed and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- 2) Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 3) Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 4) Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 5) Accrual of Claims: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- 6) Right to retain subconsultants - the ENGINEER may engage the services of any subconsultants when, in the ENGINEER's sole opinion, it is appropriate. Such subconsultants may include any specialized consulting services deemed necessary by the ENGINEER to carry out the scope of the ENGINEER'S services.

- 7) All notices and communications under this AGREEMENT are to be mailed or delivered to OWNER and shall be sent to the address of OWNER's designated representative as follows, unless and until ENGINEER is otherwise notified:

PRIMARY CONTACT:

Mr. Tony Cox, City Administrator

100 W First North Street
Morristown, TN 37814

- 8) Notices and communications are to be mailed or delivered to the ENGINEER and shall be sent to the address of the ENGINEER as follows, unless and until OWNER is otherwise notified:

Mr. Tony Mancini, Aviation Manager

6 Cadillac Drive
Suite 350
Brentwood, TN 37027

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year first above written.

OWNER:

CITY OF MORRISTOWN:

By: _____

Signature: _____

Title: _____

Date: _____

ENGINEER:

GOODWYN MILLS CAWOOD, LLC

By: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT "A"**SAMPLE WORK AUTHORIZATION**

It is agreed to undertake the following work in accordance with the provisions of the Professional Services Agreement between the **City of Morristown (OWNER)** and **Goodwyn Mills Cawood, LLC (ENGINEER)** dated _____, 2023.

Scope of Services:

(General description of project and work required of the ENGINEER.)
See attached detailed scope of work.

Time of Performance:

It is the intent of the OWNER to bid the project by _____, 2023, therefore, this work is to be completed by _____.

Payment to ENGINEER:

The ENGINEER shall be compensated for performance of work as described in the detailed attachment.

Agreed as to Scope of Services, Time of Performance and Compensation:

OWNER:

ENGINEER:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT “B” 2023 HOURLY RATE SCHEDULE

The following schedule is for normal design and consulting services provided on an hourly basis.

<u>CLASSIFICATION</u>	<u>RATE</u>
A. Principal	\$ 250.00
B. Executive VP / Senior VP	\$ 225.00
C. Vice President	\$ 200.00
D. Sr. Professional (Architect/Engineer/PM/Planner)	\$ 200.00
E. Professional II (Architect/Engineer/PM)	\$ 175.00
F. Professional I (Architect/Engineer/PM)	\$ 150.00
G. Sr. Professional Engineer	\$ 175.00
H. Professional Engineer	\$ 145.00
I. Planner	\$ 130.00
J. Intern II	\$ 125.00
K. Intern I	\$ 110.00
L. Administrative Assistant	\$ 60.00
M. Professional Land Surveyor	\$ 170.00
N. Field Crew Supervisor	\$ 150.00
O. Survey Crew	\$ 185.00
P. Technician III/Inspector	\$ 140.00
Q. Technician II/Inspector/UAS Registered Pilot	\$ 110.00
R. Technician I/Inspector	\$ 95.00
S. Per Diem	\$ 59.00 per day
T. Vehicle Transport	\$ 0.625 per mile
U. GPS Equipment	\$ 250.00 per day



November 30, 2022

Mr. Larry Clark, CFMO
Assistant City Administrator, City of Morristown
100 West 1st North Street
Morristown, TN 37814

Re: Durham Landing Connector Road

Dear Larry,

This office has reviewed the bids submitted for the above referenced project on Tuesday, November 29, 2022. The low bid of \$740,000.00, submitted by East Tennessee Turf and Landscape (ETTL) appears to meet the bid requirements as specified in the project manual. This bid includes the add alternate for the roadway paving.

We recommend that ETTL be awarded the contract for this project for a total contract price of \$740,000.00.

Please feel free to call if you require additional information.

Sincerely,

LOSE DESIGN

Michael Black, P.E.
Vice President - Engineering



Morristown City Council Agenda Item Summary

Date: 11-30-22

Agenda Item:

Prepared by: Michael Poteet

Subject: Change order for City Hall Interior Renovations

Background / History: This contract was for City Center Interior Renovations performed by Leon Williams Contractors, Inc. This is the 6th change order for the project.

Findings / Current Activity: Change order is for priming approximately 2,000 sf of existing gypcrete on Rotunda and Mayor/City Administration area. Deduct to reduce the number of existing windows previously approved to be painted. Separate lower-level construction into phases. Deduct for eliminating demo of existing flooring on lower level and install new flooring over existing floor. Add paint and new flooring in the Internet crimes room. Deduct to remove new flooring in lower-level corridor. Add paint and new flooring to lower-level evidence wing bathroom. Change flooring from carpet to LVP in two lower-level Police offices. Demo and furnish new cabinets and replace sink in lower-level patrol area. Deduct to change letter size for department signs. Add painting and base on briefing room walls not shown on plans. Furnish, hang, and finish sheetrock in lower level where removed due to mold remediation. Fabricate and install 2 desk partitions for Planning and Human Resource reception areas. Furnish and Install 1 additional display board.

Financial Impact: Increase in costs of **\$28,075.00** This will be paid from ARPA.

Action options / Recommendations: Approve Change Order

Attachments: Change Order



Change Order

PROJECT: City Hall Interior Renovations 100 West 1st North Street Morristown, TN 37814	CHANGE ORDER NUMBER: DATE:	6
CONTRACTOR: Leon Williams Contractors, LLC 337 Whitecrest Drive Maryville, TN 37801	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: CONTRACT FOR:	20095 12/22/2021 General Construction

THE CONTRACT IS CHANGES AS FOLLOWS:

COR 27 - Prime approximately 2,000sf of existing gypcrete on Rotunda and Mayor Reception as recommended by flooring adhesive manufacturer.	3,300.00
COR 28 - Reduce number of existing windows previously approved to be painted in COR 14. Total of (60) on upper level, (39) on main level, (6) on lower level.	-2,240.00
COR 29 - Separate lower level construction into approximately 5 phases. [ADD 10 days]	3,163.00
COR 30 - Eliminate demolition of existing VCT flooring on lower level and install new flooring over VCT.	-725.00
COR 31 - Internet Crimes 20 - Add CPT-1 and vinyl base. Add prep and painting of existing walls and frame.	3,658.00
COR 32 - Corridor 11 Eliminate flooring installation.	-523.00
COR 33 - Toilet 38 - Add LVP-1 flooring and base. Add painting of existing walls and frame. Owner to remove and re-set existing toilet.	816.00
COR 34 - Office 22 - Change flooring from CPT-1 to LVP-1.	633.00
COR 35 - Office 25 - Change flooring from CPT-1 to LVP-1.	1,530.00
COR 36 - Kitchenette 27 - Demo and dispose of existing cabinets, top, & sink. Furnish and install new base cabinets, wall cabinets, and top to match existing layout. Furnish and install (1) stainless steel sink and faucet similar to existing. [ADD 17 days]	11,558.00
COR 37 - Change dimensional letters from 8" tall to 6" tall with a Medium Bronze laminate finish.	-498.00
COR 38 - Breifing Room 30 - Painting and base on walls not shown on the plans.	932.00
COR 39 - Mold remediation on lower level completed by Owner. Furnish, hang, finish sheetrock where existing was removed.	2,188.00
COR 40 - Fabricate and install (2) 67" wide 24" deep 41" tall Plastic laminate desks. [Desks will not be installed prior to Substantial Completion date]	3,363.00
COR 41 - Furnish and install (1) additional Type N display board.	920.00

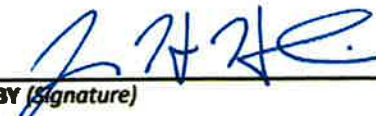
The original Contract Sum was	\$	<u>742,200.00</u>
The net change by previously authorized Change Orders	\$	<u>108,706.00</u>
The Contract Sum prior to this Change Order was	\$	<u>850,906.00</u>
The Contract Sum will be <u>changed</u> by this Change Order in the amount of	\$	<u>28,075.00</u>
The new Contract Sum including this Change Order will be	\$	<u>878,981.00</u>

The Contract time will be increased by Seventeen (17) days.
The new Date of Substantial Completion will be January 6, 2023.

Leon Williams Contractors, LLC
337 Whitecrest Drive
Maryville, TN 37801
CONTRACTOR

Design Innovation Architects, Inc.
402 S. Gay Street, Suite 201
Knoxville, TN 37902
ARCHITECT

City of Morristown, TN
100 West First North Street
Morristown, TN 37814
OWNER


BY (Signature)

Jimmy Hawkins
(Typed Name)

11/30/22
DATE

BY (Signature)

(Typed Name)

DATE

BY (Signature)

(Typed Name)

DATE



Morristown City Council Agenda Item Summary

Date: December 6th, 2022

Agenda Item: Approval to declare miscellaneous electronic equipment surplus.

Prepared By: Andrew Ellard

Subject: Surplus Electronic Equipment

Background: The City of Morristown currently owns 21 desktop computers, 10 laptops, 15 computer monitors, 6 UPS battery backups, a VCR, and a Brother's Fax machine that are no longer in use and of value to City operations/staff. The equipment is no longer functioning and has no monetary value.

Findings/Current Activity:

As indicated above, the items are no longer in use nor functioning. As such, they don't have any value to the city. Staff time required to photograph and sell the items would likely exceed the equipment's value. Because of this, the IT department will have all of the items recycled (or e-wasted).

Financial Impact:

The equipment has already been replaced through annual budget appropriations. There is no cost associated with recycling the equipment.

Action options/Recommendations:

Approve the miscellaneous equipment as surplus.

Attachment: None



Morristown City Council Agenda Item Summary

Date: December 6th, 2022

Agenda Item: Authorize the purchase of rock salt from Morton Salt Company in an amount not to exceed \$50,000.00 via Statewide Contract (#507)

Prepared By: Andrew Ellard

Subject: Rock Salt Order – FY 2023

Background: Budget in FY 2023 provides for the purchase of rock salt to treat road surfaces during inclement winter weather.

Findings/Current Activity:

Pricing for the rock salt has been approved under statewide contract #507. Morton Salt Company has been awarded the contract for our region, Region #1, of the state. Public Works will order salt as needed throughout the FY23 winter season.

Financial Impact:

Funding, totaling \$50,000.00 has been appropriated in the FY2023 budget

Action options/Recommendations:

Staff recommends approval.

Attachment: SWC #507



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

Morton Salt Inc
444 W Lake St Ste 3000
Chicago, IL 60606

Vendor ID: 0000115284

Contract Number: 0000000000000000000066848

Title: SWC 507 Rock Salt

Start Date : June 01, 2020

End Date: May 31, 2023; two (2), one (1) year renewal options remain

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

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

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

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

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

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Andrew Martin
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-532-7367
Fax: 615-741-0684
Email: Andrew.Martin@tn.gov

Line Information

Line 1

Item ID: 1000177330
Rock Salt, TDOT Region 2, All Locations
Unit of Measure: NS
Vendor Item/Part #: MOR-2
Manufacturer Item #:
Unit Price: \$ 115.27

Line 2

Item ID: 1000177331
Rock Salt, TDOT Region3, All Locations
Unit of Measure: NS
Vendor Item/Part #: MOR-3
Manufacturer Item #:
Unit Price: \$ 103.34

Line 3

Item ID: 1000177332
Rock Salt, Non-TDOT, Region 2, Super District 4, Clay County
Unit of Measure: NS
Vendor Item/Part #: MOR-4
Manufacturer Item #:
Unit Price: \$ 111.18

Line 4

Item ID: 1000177333
Rock Salt, Non-TDOT, Region 2, Super District 4, Cumberland County
Unit of Measure: NS
Vendor Item/Part #: MOR-5
Manufacturer Item #:
Unit Price: \$ 117.47

Line 5

Item ID: 1000177334
Rock Salt, Non-TDOT, Region 2, Super District 4, DeKalb County
Unit of Measure: NS
Vendor Item/Part #: MOR-6
Manufacturer Item #:
Unit Price: \$ 114.99

Line 6

Item ID: 1000177335

Rock Salt, Non-TDOT, Region 2, Super District 4, Fentress County

Unit of Measure: NS

Vendor Item/Part #: MOR-7

Manufacturer Item #:

Unit Price: \$ 120.85

Line 7

Item ID: 1000177336

Rock Salt, Non-TDOT, Region 2, Super District 4, Jackson County

Unit of Measure: NS

Vendor Item/Part #: MOR-8

Manufacturer Item #:

Unit Price: \$ 112.12

Line 8

Item ID: 1000177338

Rock Salt, Non-TDOT, Region 2, Super District 4, Pickett County

Unit of Measure: NS

Vendor Item/Part #: MOR-10

Manufacturer Item #:

Unit Price: \$ 116.69

Line 9

Item ID: 1000177339

Rock Salt, Non-TDOT, Region 2, Super District 4, Putnam County

Unit of Measure: NS

Vendor Item/Part #: MOR-11

Manufacturer Item #:

Unit Price: \$ 113.78

Line 10

Item ID: 1000177340

Rock Salt, Non-TDOT, Region 2, Super District 4, White County

Unit of Measure: NS

Vendor Item/Part #: MOR-12

Manufacturer Item #:

Unit Price: \$ 115.13

Line 11

Item ID: 1000177341

Rock Salt, Non-TDOT, Region 2, Super District 5, Bledsoe County

Unit of Measure: NS

Vendor Item/Part #: MOR-13

Manufacturer Item #:

Unit Price: \$ 121.57

Line 12

Item ID: 1000177342

Rock Salt, Non-TDOT, Region 2, Super District 5, Cannon County

Unit of Measure: NS

Vendor Item/Part #: MOR-14

Manufacturer Item #:

Unit Price: \$ 111.37

Line 13

Item ID: 1000177343
Rock Salt, Non-TDOT, Region 2, Super District 5, Coffee County
Unit of Measure: NS
Vendor Item/Part #: MOR-15
Manufacturer Item #:
Unit Price: \$ 111.21

Line 14

Item ID: 1000177344
Rock Salt, Non-TDOT, Region 2, Super District 5, Franklin County
Unit of Measure: NS
Vendor Item/Part #: MOR-16
Manufacturer Item #:
Unit Price: \$ 112.08

Line 15

Item ID: 1000177345
Rock Salt, Non-TDOT, Region 2, Super District 5, Grundy County
Unit of Measure: NS
Vendor Item/Part #: MOR-17
Manufacturer Item #:
Unit Price: \$ 115.69

Line 16

Item ID: 1000177346
Rock Salt, Non-TDOT, Region 2, Super District 5, Marion County
Unit of Measure: NS
Vendor Item/Part #: MOR-18
Manufacturer Item #:
Unit Price: \$ 114.6

Line 17

Item ID: 1000177347
Rock Salt, Non-TDOT, Region 2, Super District 5, Sequatchie County
Unit of Measure: NS
Vendor Item/Part #: MOR-19
Manufacturer Item #:
Unit Price: \$ 119.27

Line 18

Item ID: 1000177348
Rock Salt, Non-TDOT, Region 2, Super District 5, Van Buren County
Unit of Measure: NS
Vendor Item/Part #: MOR-20
Manufacturer Item #:
Unit Price: \$ 116.51

Line 19

Item ID: 1000177349
Rock Salt, Non-TDOT, Region 2, Super District 5, Warren
Unit of Measure: NS
Vendor Item/Part #: MOR-21
Manufacturer Item #:
Unit Price: \$ 111.18

Line 20

Item ID: 1000177350

Rock Salt, Non-TDOT, Region 2, Super District 6, Bradley County

Unit of Measure: NS

Vendor Item/Part #: MOR-22

Manufacturer Item #:

Unit Price: \$ 124.74

Line 21

Item ID: 1000177352

Rock Salt, Non-TDOT, Region 2, Super District 6, McMinn County

Unit of Measure: NS

Vendor Item/Part #: MOR-24

Manufacturer Item #:

Unit Price: \$ 122.88

Line 22

Item ID: 1000177353

Rock Salt, Non-TDOT, Region 2, Super District 6, Meigs County

Unit of Measure: NS

Vendor Item/Part #: MOR-25

Manufacturer Item #:

Unit Price: \$ 127.74

Line 23

Item ID: 1000177354

Rock Salt, Non-TDOT, Region 2, Super District 6, Polk County

Unit of Measure: NS

Vendor Item/Part #: MOR-26

Manufacturer Item #:

Unit Price: \$ 128.01

Line 24

Item ID: 1000177355

Rock Salt, Non-TDOT, Region 2, Super District 6, Rhea County

Unit of Measure: NS

Vendor Item/Part #: MOR-27

Manufacturer Item #:

Unit Price: \$ 124.74

Line 25

Item ID: 1000177356

Rock Salt, Non-TDOT, Region 3, Super District 7, Davidson County

Unit of Measure: NS

Vendor Item/Part #: MOR-28

Manufacturer Item #:

Unit Price: \$ 102.05

Line 26

Item ID: 1000177357

Rock Salt, Non-TDOT, Region 3, Super District 7, Macon County

Unit of Measure: NS

Vendor Item/Part #: MOR-29

Manufacturer Item #:

Unit Price: \$ 106.83

Line 27

Item ID: 1000177358

Rock Salt, Non-TDOT, Region 3, Super District 7, Smith County

Unit of Measure: NS

Vendor Item/Part #: MOR-30

Manufacturer Item #:

Unit Price: \$ 105.65

Line 28

Item ID: 1000177359

Rock Salt, Non-TDOT, Region 3, Super District 7, Sumner County

Unit of Measure: NS

Vendor Item/Part #: MOR-31

Manufacturer Item #:

Unit Price: \$ 103.51

Line 29

Item ID: 1000177360

Rock Salt, Non-TDOT, Region 3, Super District 7, Trousdale County

Unit of Measure: NS

Vendor Item/Part #: MOR-32

Manufacturer Item #:

Unit Price: \$ 103.03

Line 30

Item ID: 1000177361

Rock Salt, Non-TDOT, Region 3, Super District 7, Williamson County

Unit of Measure: NS

Vendor Item/Part #: MOR-33

Manufacturer Item #:

Unit Price: \$ 102.2

Line 31

Item ID: 1000177362

Rock Salt, Non-TDOT, Region 3, Super District 7, Wilson County

Unit of Measure: NS

Vendor Item/Part #: MOR-34

Manufacturer Item #:

Unit Price: \$ 104.29

Line 32

Item ID: 1000177363

Rock Salt, Non-TDOT, Region 3, Super District 8, Cheatham County

Unit of Measure: NS

Vendor Item/Part #: MOR-35

Manufacturer Item #:

Unit Price: \$ 101.42

Line 33

Item ID: 1000177364

Rock Salt, Non-TDOT, Region 3, Super District 8, Dickson County

Unit of Measure: NS

Vendor Item/Part #: MOR-36

Manufacturer Item #:

Unit Price: \$ 105.47

Line 34

Item ID: 1000177365

Rock Salt, Non-TDOT, Region 3, Super District 8, Hickman County

Unit of Measure: NS

Vendor Item/Part #: MOR-37

Manufacturer Item #:

Unit Price: \$ 103.51

Line 35

Item ID: 1000177366

Rock Salt, Non-TDOT, Region 3, Super District 8, Houston County

Unit of Measure: NS

Vendor Item/Part #: MOR-38

Manufacturer Item #:

Unit Price: \$ 108.74

Line 36

Item ID: 1000177367

Rock Salt, Non-TDOT, Region 3, Super District 8, Humphrey County

Unit of Measure: NS

Vendor Item/Part #: MOR-39

Manufacturer Item #:

Unit Price: \$ 108.74

Line 37

Item ID: 1000177368

Rock Salt, Non-TDOT, Region 3, Super District 8, Maury County

Unit of Measure: NS

Vendor Item/Part #: MOR-40

Manufacturer Item #:

Unit Price: \$ 105.29

Line 38

Item ID: 1000177369

Rock Salt, Non-TDOT, Region 3, Super District 8, Montgomery County

Unit of Measure: NS

Vendor Item/Part #: MOR-41

Manufacturer Item #:

Unit Price: \$ 103.69

Line 39

Item ID: 1000177370

Rock Salt, Non-TDOT, Region 3, Super District 8, Robertson County

Unit of Measure: NS

Vendor Item/Part #: MOR-42

Manufacturer Item #:

Unit Price: \$ 105.55

Line 40

Item ID: 1000177371

Rock Salt, Non-TDOT, Region 3, Super District 8, Stewart County

Unit of Measure: NS

Vendor Item/Part #: MOR-43

Manufacturer Item #:

Unit Price: \$ 105.29

Line 41

Item ID: 1000177372

Rock Salt, Non-TDOT, Region 3, Super District 9, Bedford County

Unit of Measure: NS

Vendor Item/Part #: MOR-44

Manufacturer Item #:

Unit Price: \$ 110.51

Line 42

Item ID: 1000177373

Rock Salt, Non-TDOT, Region 3, Super District 9, Giles County

Unit of Measure: NS

Vendor Item/Part #: MOR-45

Manufacturer Item #:

Unit Price: \$ 113.18

Line 43

Item ID: 1000177374

Rock Salt, Non-TDOT, Region 3, Super District 9, Lawrence County

Unit of Measure: NS

Vendor Item/Part #: MOR-46

Manufacturer Item #:

Unit Price: \$ 110.18

Line 44

Item ID: 1000177375

Rock Salt, Non-TDOT, Region 3, Super District 9, Lewis County

Unit of Measure: NS

Vendor Item/Part #: MOR-47

Manufacturer Item #:

Unit Price: \$ 108.29

Line 45

Item ID: 1000177376

Rock Salt, Non-TDOT, Region 3, Super District 9, Lincoln County

Unit of Measure: NS

Vendor Item/Part #: MOR-48

Manufacturer Item #:

Unit Price: \$ 109.22

Line 46

Item ID: 1000177377

Rock Salt, Non-TDOT, Region 3, Super District 9, Marshall County

Unit of Measure: NS

Vendor Item/Part #: MOR-49

Manufacturer Item #:

Unit Price: \$ 106.37

Line 47

Item ID: 1000177378

Rock Salt, Non-TDOT, Region 3, Super District 9, Moore County

Unit of Measure: NS

Vendor Item/Part #: MOR-50

Manufacturer Item #:

Unit Price: \$ 106.37

Line 48

Item ID: 1000177379

Rock Salt, Non-TDOT, Region 3, Super District 9, Perry County

Unit of Measure: NS

Vendor Item/Part #: MOR-51

Manufacturer Item #:

Unit Price: \$ 111.12

Line 49

Item ID: 1000177380

Rock Salt, Non-TDOT, Region 3, Super District 9, Rutherford County

Unit of Measure: NS

Vendor Item/Part #: MOR-52

Manufacturer Item #:

Unit Price: \$ 109.4

Line 50

Item ID: 1000177381

Rock Salt, Non-TDOT, Region 3, Super District 9, Wayne County

Unit of Measure: NS

Vendor Item/Part #: MOR-53

Manufacturer Item #:

Unit Price: \$ 110.18

Line 51

Item ID: 1000177329

Rock Salt, TDOT, Region 1, Super District 1, All Locations

Unit of Measure: NS

Vendor Item/Part #: MOR-54

Manufacturer Item #:

Unit Price: \$ 84.63

Line 52

Item ID: 1000177404

Rock Salt, Non-TDOT, Region 1, Super District 1, All Counties

Unit of Measure: NS

Vendor Item/Part #: MOR-55

Manufacturer Item #:

Unit Price: \$ 86.12

APPROVED:



CHIEF PROCUREMENT OFFICER

Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State of
Tennessee, ou=Central Procurement
Office, email=mkperry@tn.gov, c=US
Date: 2022.09.28 11:53:31 -0500

BY:

PURCHASING AGENT

9/28/2022

DATE

The City of Morristown

Morristown Police Department



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger D. Overholt *RDO*

Date: November 30, 2022

Re: Entry Level Patrol Officers

I am requesting to hire three entry-level officers at the December 6th council meeting to backfill vacancies. Attached is the current civil service roster of eligible candidates.

Thank you,

RDO/aw

CIVIL SERVICE BOARD

P O BOX 1499 * MORRISTOWN, TN 37816

POLICE DEPARTMENT ENTRY LEVEL ROSTER

Revised on December 1, 2022 to Reflect Recent Testing, Hiring and/or Corrections

	RANK AND NAME	EXPIRES
1	Broyles, William	7/31/23
2	Romines, Corey	11/30/23
3	Sexton, Davon	7/31/23
4	Seaton, Matthew	11/30/23
5	Dinwiddie, Joseph	7/31/23
6	Sayegh, Samuel	11/30/23
7	Marshall, Hannah	11/30/23
8	Metcalf, Travis	11/30/23
9	McGinnis, Lucas	11/30/23
10	Dean, Garrett	11/30/23
11	Gonzalez, John	11/30/23
12	Johnson, Eric	7/31/23
13	Dean, Brandon	7/31/23

For the Civil Service Board



Lee Parker, Chairman

The City of Morristown

Morristown Police Department



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger D. Overholt *RDO*

Date: November 30, 2022

Re: Employee Disciplinary Action

I am requesting confirmation for a disciplinary action of a police officer. I am making this request based upon supervisor recommendation, discipline records review, and after interviewing the employee. I request the officer receive two days (24-hour) suspension without pay. This action would be in compliance with our disciplinary process.

The officer will also be removed from his assignment on the Special Response Team. This would be the officer's second suspension for policy violations since July 2022.

The employee violated policy 500.48 (Traffic Crash Reporting and Investigation) Section N Item 3.

Thank you,

RDO/aw

The City of Morristown

Morristown Police Department



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger D. Overholt *RDO*

Date: November 30, 2022

Re: Employee Disciplinary Action

I am requesting confirmation to terminate the employment of a police officer.

On November 1, 2022, council confirmed a one-day suspension without pay for the officer due to violation of General Order 300.08 (Code of Conduct) Section C Item 19 (Respond to Calls for Service). The officer also received a written reprimand for violation of General Order 500.33 (Vehicle Pursuit Emergency Response).

November 15, 2022, council confirmed a three-day suspension without pay for the officer due to violation of General Order 300.08 (Code of Conduct) Section C Item 8 (Appearance in Judicial Proceedings).

An Internal Affairs investigation dated November 17, 2022, again found the officer in violation of policy. On November 9, 2022, the officer failed to appear in court. This is a violation of General Order 300.08 (Code of Conduct) Section C Item 8 (Appearance in Judicial Proceedings). On November 14, 2022, the officer failed to provide a written statement to the Internal Affairs investigator by the date it was due. This is a violation of General Order 300.08 (Code of Conduct) Section P Item 3 (Prompt Compliance with Lawful Order).

Additionally, since May of 2022, the officer has received multiple counseling sessions, written reprimands, and retraining for policy violations and job performance issues.

The City of Morristown

Morristown Police Department



I am requesting this termination based upon the continuing violations of policies and failure to correct his non-compliance with policy and procedures of the department.

Thank you,

RDO/aw