

**WORK SESSION AGENDA**  
**March 5, 2024**  
**4:00 p.m.**

1. Agenda Review and Citizen Forum

**AGENDA**  
**CITY OF MORRISTOWN, TENNESSEE**  
**CITY COUNCIL MEETING**  
**March 5, 2024**  
**5:00 p.m.**

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **INVOCATION**

Reverend Mark Campbell, Morristown Police Dept. Master Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **ADOPTION OF AGENDA**

6. **PROCLAMATIONS/PRESENTATIONS**

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

8. **APPROVAL OF MINUTES**

1. February 20, 2024

9. **OLD BUSINESS**

- 9-a. **Public Hearings & Adoption of Ordinances/Resolutions**

1. Ordinance No. 4771  
Entitled an Ordinance to Close and Vacate Certain Rights-of-Ways within the City of Morristown. Portion of Railroad Avenue right-of-way just West of S. Jackson Street, the general location being shown on the attached Exhibit A.

2. Ordinance No. 4772  
Entitled an Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of approximately 48 acres from R-1(Single Family Residential) to R-2 (Medium Density Residential), having Hamblen County Tax ID #041B A 01600 000, located between West Economy Road and Sandstone Drive, the general location being shown on the attached Exhibit A.
3. Ordinance No. 4773  
Being an Ordinance of the City Council of Morristown, Tennessee amending certain portions of Title 14 (Zoning and Land Use Control), Chapters 2, 9, 10, 12, 14, 26, and 35 of the Morristown Municipal Code (Vehicular Repair/Tire Sales and Service).

## **10. NEW BUSINESS**

### **10-a. Resolutions**

### **10-b. Introduction and First Reading of Ordinances**

### **10-c. Awarding of Bids/Contracts**

1. Acknowledge receipt of bids for twelve (12) 2023 Ford Interceptors, accept the bid from OC Welch Ford Lincoln as the best and lowest bid, and authorize a one-time purchase totaling with delivery \$508,690.
2. Acknowledgment of Tennessee Department of Transportation Aeronautics Grant Contract for the Southern Hangar Development Site Prep Design, AERO-23-283-00 in the amount of 88,825.00 with a local match of \$4,675.00.
3. Approve Work Authorization No. 6 for Goodwyn Mills Cawood to provide preliminary engineering and environmental services in anticipation of rehabilitation work on certain areas of the airport apron. The Morristown Regional Airport Commission recommended approval at its February 26, 2024 meeting.
4. Approve Work Authorization No. 7 for Goodwyn Mills Cawood in the amount of \$10,000 to perform general engineering and technical assistance services for the Morristown Regional Airport in calendar year 2024.
5. Approve an amendment to the maintenance agreement with KONE to include ongoing elevator service at the Morristown Landing and authorize the City Administrator to execute.

6. Approval of Interlocal Agreement for non-disaster related and/or recurring sharing of law enforcement resources between the Morristown Police Department and the following agencies:
  - a. Bean Station Police Department
  - b. Cocke County Sheriff's Office
  - c. Greene County Sheriff's Department
  - d. Hamblen County Sheriff's Department
  - e. Hawkins County Sheriff's Department
  - f. Jefferson City Police Department
  - g. New Market Police Department
  - h. Newport Police Department

**10-d. Board/Commission Appointments**

**10-e. New Issues**

**11. CITY ADMINISTRATOR'S REPORT**

**12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES**

**13. ADJOURN**

**WORK SESSION  
March 5, 2024**

**1. Bond Funded Parks and Recreation Projects**

**City Council Meeting/Holiday Schedule.**

|                |         |           |   |
|----------------|---------|-----------|---|
| March 5, 2024  | Tuesday | 4:00 p.m. | Council Agenda Review & Citizen Forum           |
| March 5, 2024  | Tuesday | 5:00 p.m. | Regular City Council Meeting with Work Session  |
| March 19, 2024 | Tuesday | 4:00 p.m. | Council Agenda Review & Citizen Forum           |
| March 19, 2024 | Tuesday | 5:00 p.m. | Regular City Council Meeting with Work Session  |
| March 29, 2024 | Friday  |           | City Center Closed – Observance of Good Friday  |
| April 2, 2024  | Tuesday | 3:30 p.m. | Finance Committee Meeting                       |
| April 2, 2024  | Tuesday | 4:00 p.m. | Council Agenda Review & Citizen Forum           |
| April 2, 2024  | Tuesday | 5:00 p.m. | Regular City Council Meeting with Work Session  |
| April 16, 2024 | Tuesday | 4:00 p.m. | Council Agenda Review & Citizen Forum           |
| April 16, 2024 | Tuesday | 5:00 p.m. | Regular City Council Meeting with Work Session  |
| May 7, 2024    | Tuesday | 4:00 p.m. | Council Agenda Review & Citizen Forum           |
| May 7, 2024    | Tuesday | 5:00 p.m. | Regular City Council Meeting with Work Session  |
| May 21, 2024   | Tuesday | 4:00 p.m. | Council Agenda Review & Citizen Forum           |
| May 21, 2024   | Tuesday | 5:00 p.m. | Regular City Council Meeting with Work Session  |
| May 27, 2024   | Monday  |           | City Center Closed – Observance of Memorial Day |
| June 4, 2024   | Tuesday | 3:30 p.m. | Finance Committee Meeting                       |
| June 4, 2024   | Tuesday | 4:00 p.m. | Council Agenda Review & Citizen Forum           |
| June 4, 2024   | Tuesday | 5:00 p.m. | Regular City Council Meeting with Work Session  |
| June 18, 2024  | Tuesday | 4:00 p.m. | Council Agenda Review & Citizen Forum           |
| June 18, 2024  | Tuesday | 5:00 p.m. | Regular City Council Meeting with Work Session  |

**STATE OF TENNESSEE  
COUNTY OF HAMBLLEN  
CORPORATION OF MORRISTOWN  
February 20, 2024  
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., Tuesday, February 20, 2024 with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present, Al A'Hearn, Bob Garrett, Tommy Pedigo, Joseph Senter, and Kay Senter. Absent, Chris Bivens.

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

Councilmember A'Hearn made a motion to adopt the February 20, 2024, agenda as presented. Councilmember J. Senter 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. Louis Chan and Linda Noe spoke.

Councilmember A'Hearn made a motion to approve the February 6, 2024, minutes as circulated. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember K. Senter made a motion to approve Resolution No. 2024-08. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

**Resolution No. 2024-08**

**A Resolution of the Council of the City of Morristown, Tennessee updating and amending the City of Morristown Employee Handbook in its entirety.**

Councilmember Pedigo made a motion to approve Ordinance No. 4771 on its first reading and schedule a Public Hearing relative to the final passage of said Ordinance on March 5, 2024. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 4771**

**An Ordinance to Close and Vacate Certain Rights-of-Ways within the City of Morristown. Portion of Railroad Avenue right-of-way just West of S. Jackson Street, the general location being shown on the attached Exhibit A.**



Councilmember Pedigo made a motion to approve Ordinance No. 4772 on its first reading and schedule a Public Hearing relative to the final passage of said Ordinance on March 5, 2024. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 4772**

**An Ordinance to amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of approximately 48 acres from R-1 (Single Family Residential) to R-2 (Medium Density Residential), having Hamblen County Tax ID#041B A 01600 000, located between West Economy Road and Sandstone Drive, the general location being shown on the attached Exhibit A.**

Councilmember K. Senter made a motion to approve Ordinance No. 4773 on its first reading and schedule a Public Hearing relative to the final passage of said Ordinance on March 5, 2024. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

**Ordinance No. 4773**

**An Ordinance of the City Council of Morristown, Tennessee amending certain portions of Title 14 (Zoning and Land Use Control), Chapters 2, 9, 10, 12, 14, 26, and 35 of the Morristown Municipal Code (Vehicular Repair/Tire Sales and Service).**

Councilmember A'Hearn made a motion to the employment contract with Andrew Ellard to serve as City Administrator. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve purchase of turnout gear for the Fire Department from Municipal Emergency Services – 3 Turnout Coats & 3 Turnout Pants via cooperative purchase agreement in the amount of \$10,632.00. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember K. Senter made a motion to authorize the purchase of ammunition from Gulf States Distributors per the Police Department request in the amount of \$13,466.78 via Tennessee Statewide Contract #331/75506. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the Easement Acquisitions for the E. Morris Project – C. T. Thompson Heirs \$3,075.00; Larry Mangum \$9,999.00; J. E. Hampton \$4,900.00 and Be Van Pham Et Al \$1,725.00. Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember K. Senter made a motion to approve the Inspection and Maintenance Agreement (I&M) with H&S Real Estate, LLC for property located at

6232 W. Andrew Johnson Highway (UT Regional Health Center) Morristown, Tennessee. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember K. Senter made a motion to authorize the purchase of property at Cherokee Drive (Map 033C, Group A, Parcel 014.01) pursuant to the attached purchase and sale agreement and subject to satisfactory due diligence. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Mayor Chesney re-appointed Alpha Alexander to the Morristown Regional Planning Commission for a four (4) year term to expire March 1, 2028.

Councilmember Garrett made a motion to appoint Will Sliger to the Morristown/Hamblen County Solid Waste System to fill the unexpired term of Keith Jackson to expire October 17, 2025. Councilmember K. Senter seconded the motion and upon roll call; all voted "aye".

Mayor Gary Chesney adjourned the February 20, 2024, Morristown City Council meeting at 5:39 p.m.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Administrator

# The City of Morristown

## Community Development & Planning



TO: Morristown City Council  
FROM: Josh Cole, Senior Planner  
DATE: February 20<sup>th</sup>, 2024  
SUBJECT: Right-of-Way Closure Request  
A Portion of Railroad Avenue

### **BACKGROUND:**

Staff has received a request from First Baptist Church Morristown to close a portion of the Railroad Avenue right-of-way (ROW). Per the applicant, they are requesting to close this portion to construct a new building that encroaches upon this ROW.



Currently, Railroad Avenue stretches from S. Jackson Street to W. Main Street. The requested closure is approximately 200' in length and a prior subdivision plat indicates that this right-of-way is 30' in width. First Baptist Church owns both properties adjacent to this portion right-of-way, thus, if it is to be closed, the entirety of it will be platted and deeded over to the church.

### **RECOMMENDATION:**

Even though this is technically a public street, it appears that its only current purpose is as a travel aisle for the adjacent parking lots. Staff does not object to this closure and Planning Commission voted in support of this request at their February (2024) meeting.

ORDINANCE NO. 4771

ENTITLED AN ORDINANCE TO CLOSE AND VACATE CERTAIN  
RIGHTS-OF-WAYS WITHIN THE CITY OF MORRISTOWN  
*{Portion of Railroad Avenue right-of-way just west of S. Jackson Street, the  
general location being shown on the attached Exhibit A}*

Section I. WHEREAS, the City Council of the City of Morristown has  
the power to, when expedient, close, vacate and abandon rights-of-way within  
the municipality; and

WHEREAS, the following action is deemed to be in the best interest of  
the municipality;

NOW THEREFORE:

Section II. BE IT ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF MORRISTOWN that the following right-of-way is hereby closed,  
vacated and abandoned:

*BEGINNING at the point of intersection of the western boundary of the S. Jackson  
Street right-of-way, the northly boundary of the Railroad Avenue right-of-way, and  
Parcel 013.00 of Hamblen County Tax Map 033M Group J; Thence heading in a  
southwesterly direction along the northern boundary of Railroad Avenue 200' in  
length; Thence heading in a southeasterly direction across the Railroad Avenue right-  
of-way to the southern boundary of said right-of-way and Parcel 014.00 of Hamblen  
County Tax Map 033M Group J; Thence heading in a northeasterly direction along  
the southern boundary of Railroad Avenue right-of-way to the point of intersection of  
said right-of-way, the western boundary of S. Jackson Street right-of-way, and Parcel  
014.00 of Hamblen County Tax Map 033M Group J; Thence heading a northwesterly  
direction along the common boundary shared by the Railroad Avenue right-of-way  
and the S. Jackson Street right-of-way to the point of beginning.*

Section III. BE IT FURTHER ORDAINED that all ordinances or parts of  
ordinances in conflict herewith be, and the same are, hereby repealed.

Section IV. BE IT FURTHER ORDAINED that this ordinance takes effect from  
and after its passage, the public welfare requiring it.

Passed on first reading the 20<sup>th</sup> day of February 2024.

---

Mayor

ATTEST:

---

City Administrator

Passed on second and final reading this the 5<sup>th</sup> day of March 2024.

---

Mayor

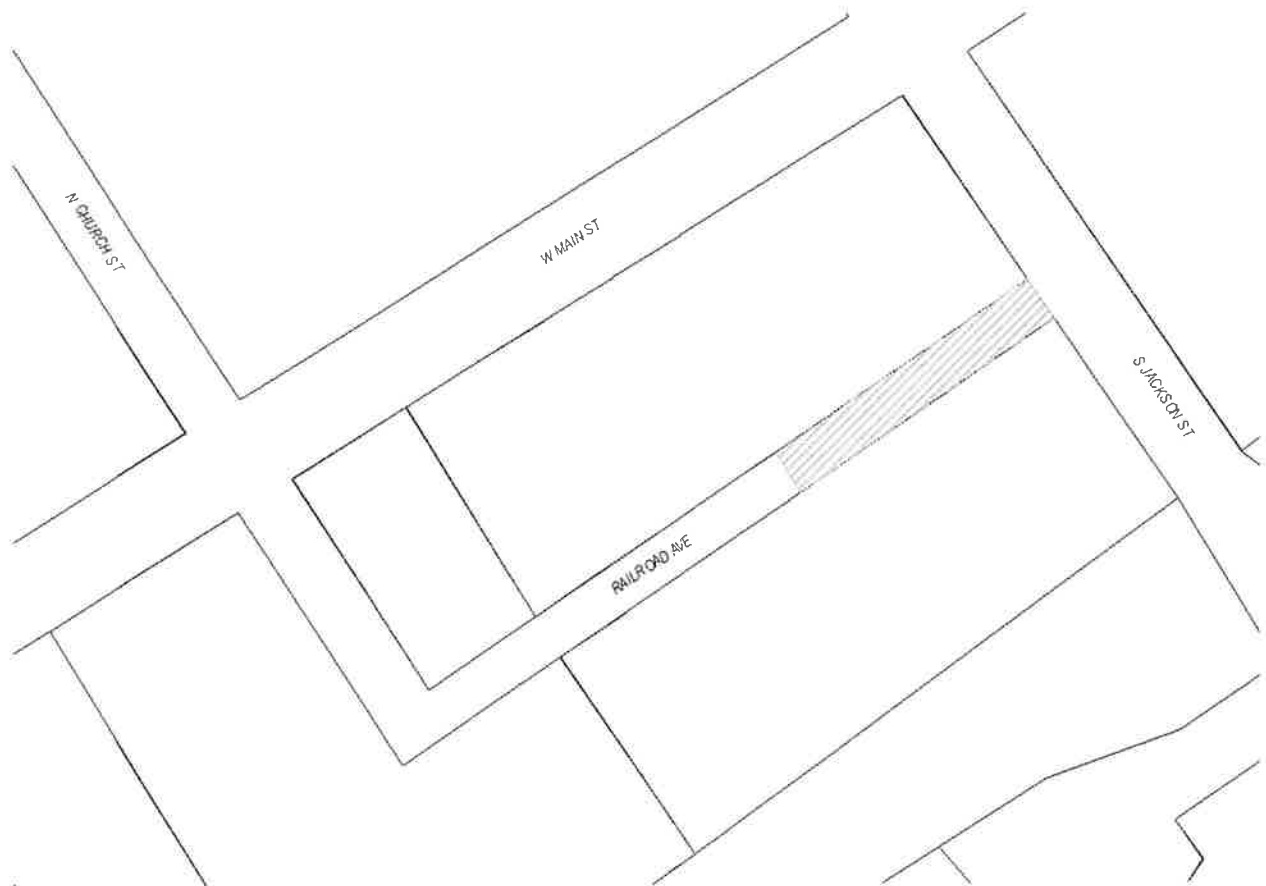
ATTEST:

---

City Administrator



Exhibit A:







December 18, 2023

Mr. Steve Neilson, AICP  
Development Director  
City of Morristown  
100 West First North St  
Morristown, TN 37814

RE: Railroad Street

Mr. Neilson

First Baptist Church of Morristown (FBC) has begun the process a 10-year planning proposal for our ministries and facilities. One possible objective of our plan has been the consideration of constructing of a Family Life Activity Center. As you are aware, FBC is land locked in expansion and parking areas. We have reviewed our campus and one area for expansion is south of Main Street below our parking areas and the existing Youth Center Building along Railroad Street. I have included two photos of this area. Highlighted in red is the area we are considering for construction. The construction of The Family Life Center within the highlighted area would require the demolition of two existing buildings. A restriction to this expansion is Railroad Street. As shown by the two photos you can see Railroad Street separates our parking and facilities area. We are unsure of the purpose of this street other than it just "has always been there and continues to be."

The attached documents show the proposed construction area. The area outlined in red would be considered for the construction of the new facility. Railroad Street is highlighted in orange and outlined in blue. The area outlined in blue would be the section of Railroad Street that would remain in place if the closure of Railroad Street is allowed. The section of Railroad Street highlighted in orange would be the section of Railroad Street that would be eliminated.

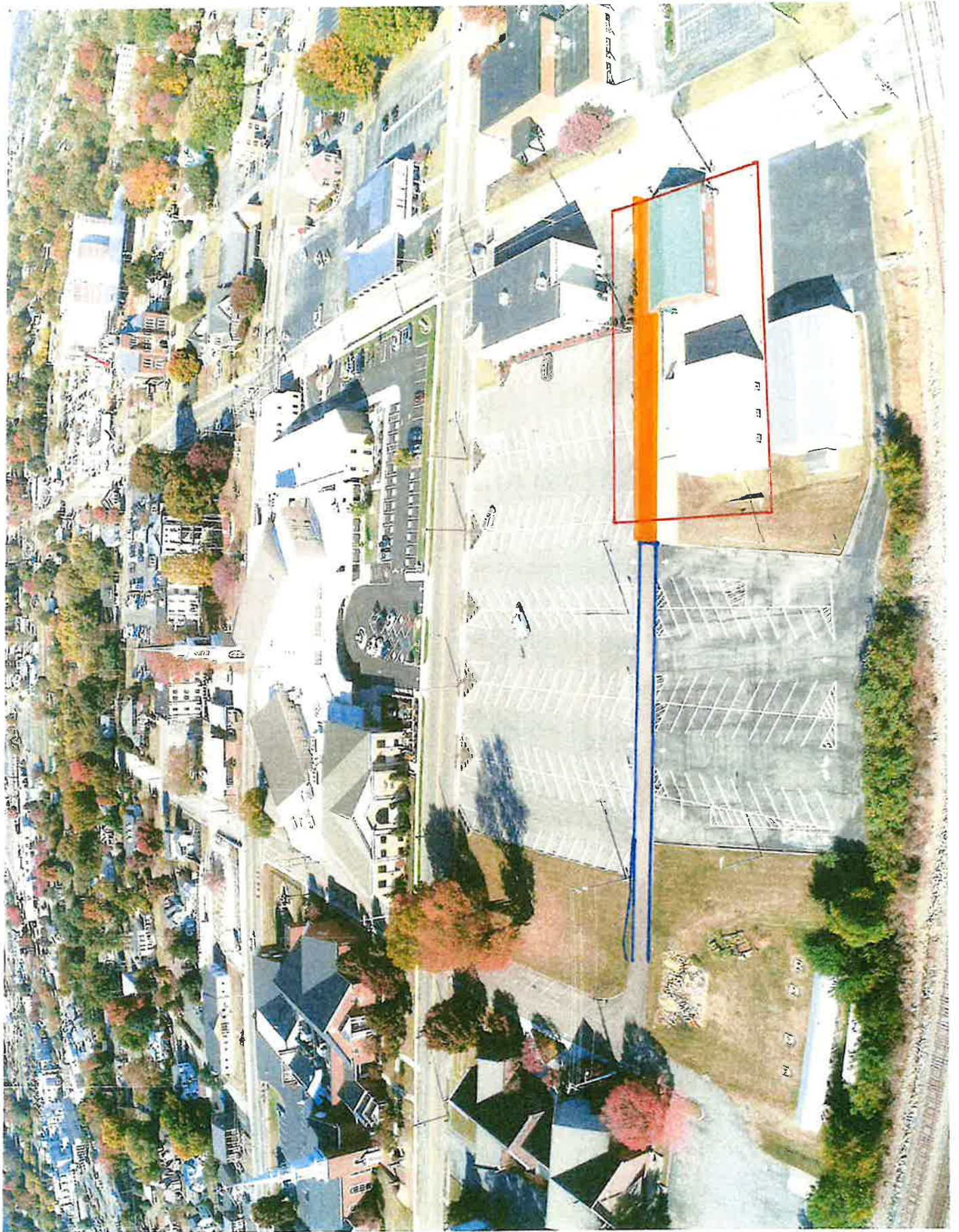
First Baptist Church of Morristown would like to request of the City of Morristown to consider the changes to Railroad Street as outlined and highlighted in the photos and as described above.

Thank you for your consideration.

Brent S. Mayes  
Executive Pastor  
First Baptist Church Morristown









# The City of Morristown

## Community Development & Planning



TO: Morristown City Council  
FROM: Lori Matthews, Senior Planner  
DATE: February 20th, 2024  
REQUEST: Rezoning Request

### SUBMITTAL:

Property owner MDB Holdings is asking for their property, located between West Economy Road and Sandstone Drive, to be rezoned from its existing designation of R-1 (Single Family Residential) to R-2 (Medium Density Residential). The applicant is seeking to develop the property into single-family residential housing.

The 48-acre site is bounded on three sides by commercial zoning and uses, to include Food City, Forenta and WCRK radio. Country Club Estates, a single-family residential subdivision built in the early 1970's adjoins the site to the north and is zoned R-1 (Single-Family Residential). Currently the property is vacant and used for farmland.

Staff views smaller sized single-family lots (than those which exist under the City's R-1 zoning designation) as the best possible infill and good transition between zoning designations for this property.

### RECOMMENDATION:

The Planning Commission at their February 13<sup>th</sup> meeting voted unanimously to forward this rezoning request on to City Council for approval.



ORDINANCE NO. 4772

ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF MORRISTOWN, TENNESSEE, APPENDIX B.

{Rezoning of approximately 48 acres, having Hamblen County Tax ID # 041B A 01600 000, located between West Economy Road and Sandstone Drive, 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 from R-1 (Single Family Residential) to R-2 (Medium Density Residential);

Hamblen County Tax Parcel ID's # 041B A 01600 000 as shown on Exhibit A;

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 (R-2) purposes 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 this 20<sup>th</sup> day of February, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

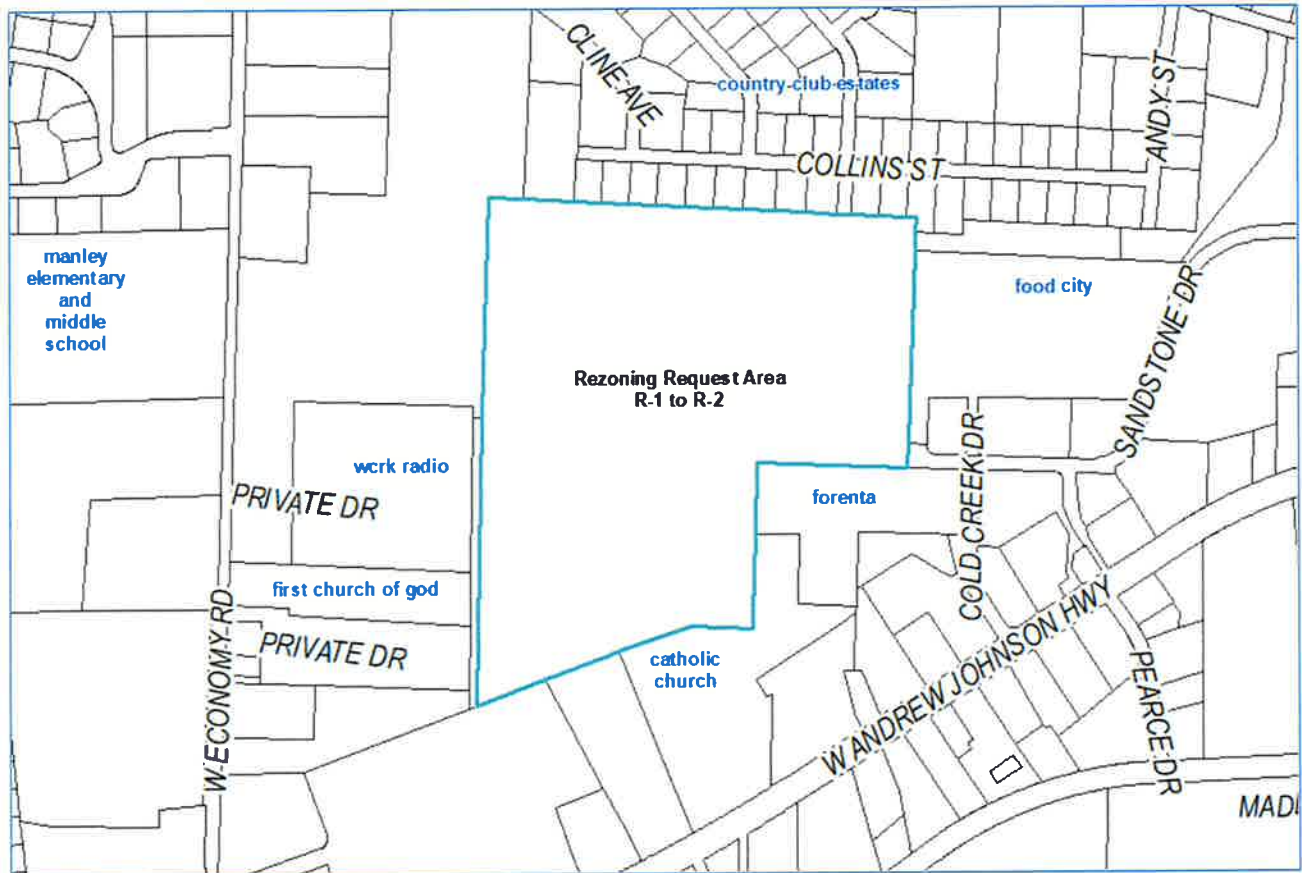
Passed on second and final reading this 5<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

**Exhibit A:**





# The City of Morristown

## Community Development & Planning



TO: City Council  
FROM: Lori Matthews  
DATE: February 20<sup>th</sup> 2024  
REQUEST: Zoning Ordinance - Text Amendments  
Vehicular Repair / Tire Sales & Service

City Staff along with the City's Community Appearance Committee are proposing changes to the City's Zoning Ordinance with regard to automotive repair businesses. Auto repair shops have seemingly been on the increase in recent years. Unfortunately, many of these service-oriented businesses have failed to keep their property up which has led to complaints being submitted. Vehicles being serviced outdoors creates excessive noise and/or noxious fumes for neighboring properties. Storage of miscellaneous car parts outside encroaches into customer parking, emergency access and loading zones. Clarifying zoning regulations will also help our City's Code Enforcement Department with their enforcement duties. These are just a few examples of why Staff feels these changes need to be made. Research into regulations adopted by other municipalities found many of their codes to be much more stringent and, there were some which were less so. Staff has tried reach a realistic 'happy medium' with the changes being proposed as follows.

Some of the suggested changes are aimed at quick service activities, such as oil changes, while some include more intensive services such as engine and collision repair. Current zoning regulations do not differ between these various repair categories. Because of this, there are several businesses in the City which appear blighted due to properties being overrun with tires and/or transmissions. It is our hope that the changes being requested will curtail some of the sub-par appearances of future vehicle repair facilities.

The biggest changes to Zoning will include redefining the different categories of automobile repair and will break this land use down as follows:

**TIRE SALES AND SERVICE:** An establishment which sells vehicle tires and provides a range of minor, routine tire- specific services including but not limited to mounting, balancing, rotating, flat repair etc.

**(To be allowed within Intermediate Business zones exclusively as a Use on Review)**

**VEHICLE:** Any machine propelled or towed by power other than human power, designed to travel along the ground by the use of wheels, treads, self-laying tracks, runners, slides or skids, including but not limited to automobiles, trucks, motorcycles, motor scooters, go-carts, campers, golf carts, recreational vehicles, motorized watercraft not on a trailer, tractors, trailers, tractor-trailers, buggies, wagons, and earth-moving equipment, and any part of the same.

**VEHICLE REPAIR FACILITIES:** An establishment engaged in major repair and maintenance services for vehicles including but not limited to passenger cars, trucks, vans, trailers, motorcycles, and watercraft. Services are performed indoors and are typically non-routine such as body work, collision repair, repair or replacement of major parts or systems, painting, or customization.

**(To be allowed within Intermediate Business (IB), Heavy Industry (HI) and Light Industry (LI) exclusively as a Use on Review)**

**VEHICLE SALES:** An establishment which sells used and new vehicles including but not limited to passenger cars, trucks, vans, trailers, motorcycles, and watercraft.

**VEHICLE SERVICE FACILITIES:** An establishment providing a range of minor, routine maintenance for vehicles including but not limited to passenger cars, trucks, vans, trailers, motorcycles and watercraft. Services are performed indoors and include oil changes, lubrication, fluid replacement, and other quick service activities.

**(To be allowed within Intermediate Business (IB), Local Business (LB) and Planned Commercial Districts exclusively)**

**VEHICLE TOWING SERVICE:** means the transporting and temporary storage (less than 90 days) of wrecked or inoperative automobiles, trucks or other vehicles. This use does not include the disassembly or sale of such vehicles or parts of same.

**(To be allowed within Heavy Industry (HI) and Light Industry (LI) exclusively as a Use on Review)**

**VEHICLE SALVAGE AND WRECKING YARD:** means the storage and sale of inoperable and wrecked automobiles and trucks. This use also includes the disassembly of such vehicles into component parts and the sale of such parts.

Both *vehicle repair facilities* and *tire sales and services* will require certain conditions be met along with Board of Zoning Appeal approval for both the use itself and site plan. The applicant's property, as always, will also be required to meet all other applicable Zoning, Building and Fire Safety Codes as well.

Below are the proposed new conditions for both land uses:

**Vehicle Repair.**

A site plan shall be submitted to meet requirements as put forth in Section 14-1903: and

- a. The vehicular storage area shall be screened from any residential zoning district or residential use. Screening shall be a minimum of (6) six-feet from grade and shall be clearly marked and defined on site plan. All screening shall be neutral in color and blend in with adjoining properties.
- b. Vehicles may not be stored outdoors on the lot for more than (90) ninety days which will include that storage occurring while the vehicle is under repair and once the repair is complete.
- c. All motor vehicle repairs shall take place inside the repair shop building. No repair work may be done unless indoors.
- d. Storage of auto parts and supplies will be within a structure, away from public view and access.
- e. All surface areas for motor vehicle traffic and/or parking shall be an asphalt or concrete surface. No vehicles, to include customer, employee or those waiting to be repaired will be parked on grass, gravel or an unpaved surface.
- f. No motor vehicles shall be stored within the public right-of-way.

**Tire Sales and Service.**

A site plan shall be submitted to meet requirements as put forth in Section 14-1903: and

- a. Indoor storage of tires will be limited to two thousand (2,000) square feet without additional fire protection measures as *specified under the NFPA Uniform Fire Code and currently adopted International Building Code*
- b. Outdoor storage of tires:
  1. All tire storage shall be screened from public view and public access with an opaque fence a minimum of six (6) feet tall. The fencing materials shall be identified in the site plan.
  2. All tires shall be stored a minimum of ten (10) feet from any building.
  3. All tires shall be stacked in piles not exceeding six (6) feet in height.
  4. All tires displayed for sale outside shall be stored inside after business hours and not left outside.
  5. All tires shall be covered or wrapped.

**RECOMMENDATION:**

The Planning Commission voted unanimously to forward these amendments to City Council for approval.





ORDINANCE No. 4773

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING CERTAIN PORTIONS OF TITLE 14 (ZONING AND LAND USE CONTROL), CHAPTERS 2, 9, 10, 12, 14, 26, and 35 OF THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14, Chapter 2, Section 14-203 (DEFINITIONS) be amended as follows:

GENERAL:

3. Any land use not specifically stated in a zoning district is prohibited.

**TIRE SALES AND SERVICE:** An establishment which sells vehicle tires and provides a range of minor, routine tire- specific services including but not limited to mounting, balancing, rotating, flat repair etc.

**VEHICLE:** Any machine propelled or towed by power other than human power, designed to travel along the ground by the use of wheels, treads, self-laying tracks, runners, slides or skids, including but not limited to automobiles, trucks, motorcycles, motor scooters, go-carts, campers, golf carts, recreational vehicles, motorized watercraft not on a trailer, tractors, trailers, tractor-trailers, buggies, wagons, and earth-moving equipment, and any part of the same.

**VEHICLE REPAIR FACILITIES:** An establishment engaged in major repair and maintenance services for vehicles including but not limited to passenger cars, trucks, vans, trailers, motorcycles, and watercraft. Services are performed indoors and are typically non- routine such as body work, collision repair, repair or replacement of major parts or systems, painting, or customization.

**VEHICLE SALES:** An establishment which sells used and new vehicles including but not limited to passenger cars, trucks, vans, trailers, motorcycles, and watercraft.

**VEHICLE SERVICE FACILITIES:** An establishment providing a range of minor, routine maintenance for vehicles including but not limited to passenger cars, trucks, vans, trailers, motorcycles and watercraft. Services are performed indoors and include oil changes, lubrication, fluid replacement, and other quick service activities.

**VEHICLE TOWING SERVICE:** An establishment which transports and temporarily stores (less than 90 days) wrecked or inoperative automobiles, trucks or other vehicles. This use does not include the disassembly or sale of such vehicles or parts of same.

**VEHICLE SALVAGE AND WRECKING YARD:** An establishment which stores and sells inoperable and wrecked automobiles and trucks. This use also includes the disassembly of such vehicles into component parts and the sale of such parts.

- ~~1. AUTOMOBILE shall mean any motorized vehicle that is used for the transportation of people and/or goods, merchandise, etc.~~
- ~~2. AUTOMOBILE PARTS STORE means the retail sales of new or reconditioned automobile parts; usually located within a store and organized in an orderly, inventory manner. Exterior storage of unpackaged parts is not permitted within this use (2646-09/17/ 1991).~~
- ~~3. AUTOMOBILE (AND TRUCK) REPAIR means rebuilding or reconditioning of engines or transmissions, vehicles, or trailers; repair and collision service, such as body, frame, or fender straightening, painting, upholstering, auto glass work, as well as auto inspection lanes, engine~~

~~tune-ups, and adjusting lights and brakes.~~

~~4. AUTOMOBILE SERVICE STATION means a building or structure used for the retail sale and dispensing of fuel, and may also include the retail sale of any or all of the following: food, drinks, lubrication, tires, batteries, accessories, supplies, including installation and minor services customarily incidental thereto; facilities for washing chassis and gear lubrication.~~

~~5. AUTOMOBILE WRECKER SERVICE means the transporting and storage for a short time period (30 days) of wrecked or inoperative automobiles, trucks or other vehicles. This use does not include the disassemble or sale of such vehicles or parts of such (2646-09/17/1991).~~

~~6. AUTOMOBILE WRECKING YARD means the storage and sale of inoperable and wrecked automobiles and trucks. This use also includes the disassembly of such vehicles into component parts and the sale of such parts (2646-09/17/1991).~~

~~7. AUTO USED PARTS STORE means the sale of used automobile and truck parts disassembled at this or other locations and stored either indoors or outdoors (2646-09/17/1991).~~

~~8. VEHICLE: For the purpose of this chapter a vehicle is defined as a piece of rolling stock, including but not limited to automobiles, boats, trailers, trucks, motor homes and farm machinery.~~

BE IT ALSO ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14, Chapter 9 (**Local Business**) be amended as follows:

14-902. USES PERMITTED

16. Vehicle Service Facilities.

BE IT ALSO ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14, Chapter 26 (**Planned Commercial Business**) be amended as follows:

14-2603. USES PERMITTED

42. Vehicle Service Facilities.

BE IT ALSO ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14, Chapter 35 (**Gateway Overlay District**) be amended as follows:

14-3502. PERMITTED USES

~~3. Automobile Salvage Yards~~

~~7. Junkyards.~~

11. Vehicle Salvage and Wrecking Yard

BE IT ALSO ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14, Chapter 10 (**Intermediate Business**) be amended as follows:

Section 14-1002. USES PERMITTED



- 32. ~~Trailer Sales Agency~~
- 33. Vehicle Service Facilities.

Section 14-1003. USES PERMITTED ON REVIEW

2. ~~Automobile Repair Shops.~~

- a. ~~A site plan shall be submitted to meet requirements as put forth in Section 14-1903 APPROVAL OF PLANS AND ISSUANCE OF BUILDING PERMIT; and~~
- b. ~~The vehicle storage areas shall be screened from all residential use and districts with a fence a minimum six (6) feet tall. The fencing may be wood, brick, or other material that is at least 75 percent opaque.~~

3. ~~Automobile Sales:~~

2. Vehicle Sales

13. Tire Sales and Service.

A site plan shall be submitted to meet requirements as put forth in Section 14-1903: and

- a. Indoor storage of tires will be limited to two thousand (2,000) square feet without additional fire protection measures as *specified under the NFPA Uniform Fire Code and currently adopted International Building Code*
- b. Outdoor storage of tires:
  - 1. All tire storage shall be screened from public view and public access with an opaque fence a minimum of six (6) feet tall. The fencing materials shall be identified in the site plan.
  - 2. All tires shall be stored a minimum of ten (10) feet from any building.
  - 3. All tires shall be stacked in piles not exceeding six (6) feet in height.
  - 4. All tires displayed for sale outside shall be stored inside after business hours and not left outside.
  - 5. All tires shall be covered or wrapped.

14. Vehicle Repair.

A site plan shall be submitted to meet requirements as put forth in Section 14-1903: and

- a. The vehicular storage area shall be screened from any residential zoning district or residential use. Screening shall be a minimum of (6) six-feet from grade and shall be clearly marked and defined on site plan. All screening shall be neutral in color and blend in with adjoining properties.
- b. Vehicles may not be stored outdoors on the lot for more than (90) ninety days which will include that storage occurring while the vehicle is under repair and once the repair is complete.
- c. All motor vehicle repairs shall take place inside the repair shop building. No repair work may be done unless indoors.
- d. Storage of auto parts and supplies will be within a structure, away from public view and access.
- e. All surface areas for motor vehicle traffic and/or parking shall be an asphalt or concrete surface. No vehicles, to include customer, employee or those waiting to be repaired will be parked on grass, gravel or an unpaved surface.
- f. No motor vehicles shall be stored within the public right-of-way.

BE IT ALSO ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14, Chapter 14 (**Heavy Industrial**) be amended as follows:

14-1402. USES PERMITTED.



- 2. ~~Automobile repair shop.~~
- 3. ~~Automobile wrecking yard.~~
- 37. ~~Towing as an accessory use for automobile repair shops.~~
- 41. ~~Used Automobile Parts Store.~~

14-1403. USE PERMITTED ON REVIEW.

- 1. ~~Automobile Detailing/Car Wash.~~
- 2. ~~Automobile Parts Store. (2649 10/01/1991)~~
- 3. ~~Automobile Rental Agencies. (2716 10/19/1993)~~
- 4. ~~Automobile Sales Agencies (New and Used)~~
  - a. ~~A site plan shall be submitted to meet requirements as put forth in Section 14-1903 APPROVAL OF PLANS AND ISSUANCE OF BUILDING PERMIT. Traffic aisles shall meet the requirements as stated under Chapter 2, Section 14-203 Definition of Parking Aisle for one way and two way traffic. All plans will include access as required by the Morristown Fire Department for emergency vehicles.~~
  - b. ~~In addition to parking as required for in Section 14-216 3.e, a minimum of three (3) customer spaces must be provided for and identified; a minimum of fifteen (15) parking stalls must be provided for sales stock. All parking shall meet the specifications of Section 14-216 2 requiring parking stalls to be 9.5 feet by 18 feet in size.~~
  - c. ~~Automobiles displayed along property lines must include a Staff approved physical barrier. New development sites require a 10 foot grassed strip along property lines which front rights of way. Existing or redeveloped sites may choose this option or provide a smaller grassed strip with barriers such as chain and bollard or wheelstops to prevent vehicles from encroaching into rights of way and/or prevent overlap onto adjacent properties. Either method will be shown on the site plan.~~
  - d. ~~All parking to include sales stock shall be composed of a hard surface material as stipulated under Section 14-216.4 and Section 14-203.209 of the Zoning Ordinance unless granted a variance by the Planning Commission.~~
- 5. ~~Automobile wrecker service (2651 10/01/1991 2 a). Shall have the storage area which contains inoperative vehicles to be enclosed by an opaque fence of either natural or manmade materials. The fence shall be at least six (6) feet tall and except for a gate block vision of the vehicles to the outside area.~~
- 82. ~~Trailer Sales Agency.~~
- 83. ~~Truck Sales Agency.~~

88. Vehicle Repair.

A site plan shall be submitted to meet requirements as put forth in Section 14-1903: and

- a. The vehicular storage area shall be screened from any residential zoning district or residential use. Screening shall be a minimum of (6) six-feet from grade and shall be clearly marked and defined on site plan. All screening shall be neutral in color and blend in with adjoining properties.
- b. Vehicles may not be stored outdoors on the lot for more than (90) ninety days which will include that storage occurring while the vehicle is under repair and once the repair is complete.
- c. All motor vehicle repairs shall take place inside the repair shop building. No repair work may be done unless indoors.
- d. Storage of auto parts and supplies will be within a structure, away from public view and access.
- e. All surface areas for motor vehicle traffic and/or parking shall be an asphalt or concrete surface. No vehicles, to include customer, employee or those waiting to be repaired will be parked on grass, gravel or an unpaved surface.

f. No motor vehicles shall be stored within the public right-of-way.

89. Vehicle Towing:

A site plan shall be submitted to meet requirements as put forth in Section 14-1903: and

a. The vehicle storage area shall be screened from public view and public access using a minimum of (six) foot tall screening; the composite and location of which to be clearly shown on a site plan. All screening shall be neutral in color and blend in with adjoining properties.

BE IT ALSO ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14, Chapter 12 (**Light Industrial**) be amended as follows:

Chapter 12 – Light Industrial District

14-1202. USES PERMITTED

2. ~~Automobile repair shop.~~

3. ~~Automobile wrecking yard.~~

26. ~~Towing as an accessory use for automobile repair shops. (2983-04/23/1999)~~

30. ~~Used automobile parts store.~~

14-1203. USES PERMITTED ON REVIEW.

1. ~~Automobile Detailing/Car Wash.~~

2. ~~Automobile Parts Store. (2649-10/01/1991)~~

3. ~~Automobile Rental Agencies. (2716-10/19/1993)~~

4. ~~Automobile Sales Agencies (New and Used)~~

a. ~~A site plan shall be submitted to meet requirements as put forth in Section 14-1903 APPROVAL OF PLANS AND ISSUANCE OF BUILDING PERMIT.~~

~~Traffic aisles shall~~

~~meet the requirements as stated under Chapter 2, Section 14-203 Definition of Parking Aisle for one way and two way traffic. All plans will include access as required by the Morristown Fire Department for emergency vehicles.~~

b. ~~In addition to parking as required for in Section 14-216 3.e, a minimum of three (3) customer spaces must be provided for and identified; a minimum of fifteen (15) parking stalls must be provided for sales stock. All parking shall meet the specifications of Section 14-216 2 requiring parking stalls to be 9.5 feet by 18 feet in size.~~

c. ~~Automobiles displayed along property lines must include a Staff approved physical barrier.~~

11. ~~Automobile wrecker service (2651-10/01/1991 2-a). Shall have the storage area which contains inoperative vehicles to be enclosed by an opaque fence of either natural or manmade materials. The fence shall be at least six (6) feet tall and except for a gate block vision of the vehicles to the outside area.~~

82. ~~Trailer Sales Agency.~~

83. ~~Truck Sales Agency.~~

14. Vehicle Repair.

A site plan shall be submitted to meet requirements as put forth in Section 14-1903: and

a. The vehicular storage area shall be screened from any residential zoning district or residential use. Screening shall be a minimum of (6) six-feet from grade and shall be clearly marked and defined on site plan. All screening shall be neutral in color and blend in with adjoining properties.

b. Vehicles may not be stored outdoors on the lot for more than (90) ninety days which will include that storage occurring while the vehicle is under repair and once the repair is complete.

c. All motor vehicle repairs shall take place inside the repair shop building. No repair work may be done unless indoors.

- d. Storage of auto parts and supplies will be within a structure, away from public view and access.
- e. All surface areas for motor vehicle traffic and/or parking shall be an asphalt or concrete surface. No vehicles, to include customer, employee or those waiting to be repaired will be parked on grass, gravel or an unpaved surface.
- f. No motor vehicles shall be stored within the public right-of-way.

89. Vehicle Towing:

A site plan shall be submitted to meet requirements as put forth in Section 14-1903: and

- a. The vehicle storage area shall be screened from public view and public access using a minimum of (six) foot tall screening; the composite and location of which to be clearly shown on a site plan. All screening shall be neutral in color and blend in with adjoining properties.

BE IT FURTHER ORDAINED that this Ordinance shall take effect from and after the date of its final passage, the public welfare requiring it.

Passed on first reading this 20th day of February, 2024.

---

Mayor

ATTEST:

---

City Administrator

Passed on second reading this 5th day of March, 2024.

---

Mayor

ATTEST:

---

City Administrator



## Morristown City Council Agenda Item Summary

**Date:** March 5, 2024

**Agenda Item:** Acknowledge receipt of bids for twelve (12) 2023 Ford Interceptors, accept the bid from OC Welch Ford Lincoln as the best and lowest bid, and authorize a one-time purchase totaling with delivery \$508,690.

**Prepared By:** Jeanna Vanek

**Subject:** Twelve (12) 2023 Ford Interceptor Police Vehicles

**Background:** Supply chain issues are the main contributing factor of a vehicle shortage. Past orders have been canceled due to the long manufacturer backorders. The Police Department were notified of a dealership that has 12 vehicles on site and readily available from a canceled order. The Police Department would like to purchase new vehicles for the FY25 budget.

**Findings/Current Activity:**

The City issued a request for bids, which was advertised twice in the Citizen Tribune, on the city's website and on Vendor Registry. We received two (2) total responses, one response is disqualified because they bid a different type of vehicle than requested. OC Welch has one vehicle with air conditioning in the rear for a K9 vehicle, which is a \$610 additional charge.

**Financial Impact:**

Council will see a budget amendment in an upcoming meeting to account for this purchase. As these vehicles were to be requested in FY25, the FY25 budget request for capital will be significantly less than anticipated.

**Action options/Recommendations:**

Acknowledge bids, accept the bid from OC Welch Ford Lincoln, and authorize the one-time purchase totaling \$508,690.

**Attachment:** Bid tabulation

**2023 FORD POLICE INTERCEPTORS  
BID TAB  
FEBRUARY 27, 2024**

| Vendor    | Price per Each | Shipping | Total Price |
|-----------|----------------|----------|-------------|
| Carville* | \$43,240       | \$0      | \$518,880   |
| OC Welch* | \$41,865       | \$5700   | \$508,080   |

- \* Carville did a bid for a Dodge Durango instead of a Ford – disqualified
- \* OC Welch did not initial all the documents but Purchasing recommends the purchase
- \* OC Welch has a K9 vehicle with rear air conditioning for \$610 extra -  $\$508,080 + \$610 = \$508,690$

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

|                   |  |                     |  |
|-------------------|--|---------------------|--|
| 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-. 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 shall undertake an airport improvement project.
- A.3. 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 **February 1<sup>st</sup>, 2023 ("Effective Date")** and extend for a period of **twenty-four (24) 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 three (3) 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 **Ninety-Three Thousand Five Hundred Dollars and Zero Cents (\$93,500.00)** ("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 and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
    - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
    - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
  - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
  - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

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

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and,

depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and



contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Evan Rodgers  
Transportation Program Monitor  
Aeronautics Division  
TN Dept. of Transportation-Aeronautics Division  
7335 Centennial Boulevard  
Nashville, TN 37209  
Telephone: 615-741-3208

The Grantee:

Gary Chesney, City Mayor  
City of Morristown  
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. Grantee shall submit one of the following for Grant amounts greater than Two Thousand dollars (\$2,000.00) but less than Ten Thousand dollars (\$10,000.00): Grants with a term of only one (1) year – Grantee shall submit a final report within three (3) months of the Effective Date. Grants with a term more than one (1) year, 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](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:



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

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

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

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

## **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

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

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

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

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

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a 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 Match. Upon execution of this grant contract, the Grantee will be required to deposit its share of the estimated total project cost to the State.
- Additional deposits will be required if actual costs exceed the estimated costs. Any excess in the amount deposited above actual costs will be refunded.
- If the cost of this project increases by more than fifteen percent (15%) of the estimated grant contract amount during the progress of the work, the parties agree to enter into a supplemental agreement setting out the respective financial obligations of the State, Grantee, and the Federal Airport Improvement Program.
- E.5. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.6. Airport 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](http://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. 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.13. 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.14. 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;

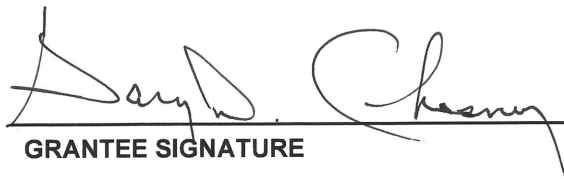
- b. Procure a commercial sex act; or
  - c. Use forced labor in the performance of this Grant Contract and subgrant agreements.
- Violation of this requirement may result in termination of this Grant Contract.

- E.15. 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.16. 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 AIG 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 this grant.
  - d.
- E.17. 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.18. 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:

32-555-0181-23



2/23/24

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**

OMB Number: 4040-0004  
Expiration Date: 12/31/2022

| <b>Application for Federal Assistance SF-424</b>   |   |  |  |
|--|---|--|--|
| <b>* 1. Type of Submission:</b><br><input type="checkbox"/> Preapplication<br><input checked="" type="checkbox"/> Application<br><input type="checkbox"/> Changed/Corrected Application  | <b>* 2. Type of Application:</b><br><input checked="" type="checkbox"/> New<br><input type="checkbox"/> Continuation<br><input type="checkbox"/> Revision | <b>* If Revision, select appropriate letter(s):</b><br><input type="text"/><br><b>* Other (Specify):</b><br><input type="text"/> |  |
| <b>* 3. Date Received:</b><br><input type="text" value="02/22/2023"/>  | <b>4. Applicant Identifier:</b><br><input type="text"/>   |  |  |
| <b>5a. Federal Entity Identifier:</b><br><input type="text"/>  |   | <b>5b. Federal Award Identifier:</b><br><input type="text"/>   |  |
| <b>State Use Only:</b>   |   |  |  |
| <b>6. Date Received by State:</b> <input type="text"/>   |   | <b>7. State Application Identifier:</b> <input type="text"/>   |  |
| <b>8. APPLICANT INFORMATION:</b>   |   |  |  |
| <b>* a. Legal Name:</b> <input type="text" value="City of Morristown"/>  |   |  |  |
| <b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b><br><input type="text" value="62-6000369"/>  |   | <b>* c. UEI:</b><br><input style="border: 2px solid red;" type="text" value="FWNGHUGWFD22"/>                                     |  |
| <b>d. Address:</b>   |   |  |  |
| <b>* Street1:</b> <input type="text" value="100 W 1st North Street"/><br><b>Street2:</b> <input type="text"/><br><b>* City:</b> <input type="text" value="Morristown"/><br><b>County/Parish:</b> <input type="text" value="Hamblen"/><br><b>* State:</b> <input type="text" value="TN: Tennessee"/><br><b>Province:</b> <input type="text"/><br><b>* Country:</b> <input type="text" value="USA: UNITED STATES"/><br><b>* Zip / Postal Code:</b> <input type="text" value="37814-4652"/>   |   |  |  |
| <b>e. Organizational Unit:</b>   |   |  |  |
| <b>Department Name:</b><br><input type="text"/>  |   | <b>Division Name:</b><br><input type="text"/>  |  |
| <b>f. Name and contact information of person to be contacted on matters involving this application:</b>  |   |  |  |
| <b>Prefix:</b> <input type="text" value="Mr."/> <b>* First Name:</b> <input type="text" value="Andrew"/><br><b>Middle Name:</b> <input type="text"/><br><b>* Last Name:</b> <input type="text" value="Ellard"/><br><b>Suffix:</b> <input type="text"/><br><b>Title:</b> <input type="text" value="Assistant City Administrator"/><br><b>Organizational Affiliation:</b><br><input type="text"/><br><b>* Telephone Number:</b> <input type="text" value="423-585-4614"/> <b>Fax Number:</b> <input type="text"/><br><b>* Email:</b> <input type="text" value="aellard@mymorristown.com"/> |   |  |  |

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

|  |   |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
|--|---|--|----------------|-------------------------------|------------|---------------------------------------|------------|---------------------------------------|------------|-------------------------------|---------------------|-------------------------------|------------|--|--|
| <b>Application for Federal Assistance SF-424</b>   |   |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| <b>16. Congressional Districts Of:</b>   |   |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| * a. Applicant <input type="text" value="01"/>   | * b. Program/Project <input type="text" value="01"/>  |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| Attach an additional list of Program/Project Congressional Districts if needed.  |   |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| <input type="text"/>   | <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/> |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| <b>17. Proposed Project:</b>   |   |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| * a. Start Date: <input type="text" value="02/22/2023"/>   | * b. End Date: <input type="text" value="06/28/2024"/>  |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| <b>18. Estimated Funding (\$):</b>   |   |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| <table border="0" style="width:100%;"> <tr> <td>* a. Federal</td> <td align="right"><input type="text" value="84,150.00"/></td> </tr> <tr> <td>* b. Applicant</td> <td align="right"><input type="text" value=""/></td> </tr> <tr> <td>* c. State</td> <td align="right"><input type="text" value="4,675.00"/></td> </tr> <tr> <td>* d. Local</td> <td align="right"><input type="text" value="4,675.00"/></td> </tr> <tr> <td>* e. Other</td> <td align="right"><input type="text" value=""/></td> </tr> <tr> <td>* f. Program Income</td> <td align="right"><input type="text" value=""/></td> </tr> <tr> <td>* g. TOTAL</td> <td align="right"><input type="text" value="93,500.00"/></td> </tr> </table>   | * a. Federal  | <input type="text" value="84,150.00"/> | * b. Applicant | <input type="text" value=""/> | * c. State | <input type="text" value="4,675.00"/> | * d. Local | <input type="text" value="4,675.00"/> | * e. Other | <input type="text" value=""/> | * f. Program Income | <input type="text" value=""/> | * g. TOTAL | <input type="text" value="93,500.00"/> | <div style="border: 1px solid black; padding: 5px;"> <p><small>TDOT USE ONLY</small></p> <p>Staff Recommended: APPROVED</p> <p>Fiscal Year: <u>2023</u></p> <p>Federal: \$0.00      PSR Signature: <u>[Signature]</u>      Date: <u>4/14/23</u></p> <p>State: \$88,825.00      TAC Signature: <u>[Signature]</u>      Date: <u>4/27/23</u></p> <p>Local: \$4,675.00</p> </div> |
| * a. Federal   | <input type="text" value="84,150.00"/>  |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| * b. Applicant   | <input type="text" value=""/>   |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| * c. State   | <input type="text" value="4,675.00"/>   |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| * d. Local   | <input type="text" value="4,675.00"/>   |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| * e. Other   | <input type="text" value=""/>   |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| * f. Program Income  | <input type="text" value=""/>   |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| * g. TOTAL   | <input type="text" value="93,500.00"/>  |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| <b>* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b><br><input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/><br><input checked="" type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.<br><input type="checkbox"/> c. Program is not covered by E.O. 12372.  |   |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| <b>* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)</b><br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If "Yes", provide explanation and attach <input type="text"/><br><input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>  |   |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| <b>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 21B, Section 1001)</b><br><input checked="" type="checkbox"/> ** I AGREE<br><p><small>** 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.</small></p> |   |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| <b>Authorized Representative:</b>  |   |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| Prefix: <input type="text"/>   | * First Name: <input type="text" value="Anthony"/>  |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| Middle Name: <input type="text"/>  |   |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| * Last Name: <input type="text" value="Cox"/>  |   |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| Suffix: <input type="text"/>   |   |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| * Title: <input type="text" value="City Administrator"/>   |   |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| * Telephone Number: <input type="text" value="423-585-4603"/>  | Fax Number: <input type="text"/>  |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| * Email: <input type="text" value="tc Cox@myMorristown.com"/>  |   |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |
| * Signature of Authorized Representative: <input type="text" value="[Signature]"/>   | * Date Signed: <input type="text" value="02/22/2023"/>  |  |                |                               |            |                                       |            |                                       |            |                               |                     |                               |            |  |  |



**ATTACHMENT TWO  
PAGE ONE**

**Federal Award Identification Worksheet**

|   |   |
|---|---|
| Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))  |   |
| Subrecipient's Unique Entity Identifier (SAM)   |   |
| Federal Award Identification Number (FAIN)  | TBD   |
| Federal award date  | TBD   |
| Subaward Period of Performance Start and End Date   | 2/1/2023 – 1/31/2025  |
| 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   | 2/1/2023  |
| Grant contract's end date   | 1/31/2025   |
| Amount of federal funds obligated by this grant contract  | TBD   |
| Total amount of federal funds obligated to the subrecipient   |   |
| Total amount of the federal award to the pass-through entity (Grantor State Agency)   | TBD   |
| Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)) | Southern Hangar Development Site Prep - Design  |
| Name of federal awarding agency   | Federal Aviation Administration   |
| Name and contact information for the federal awarding official  | FAA, Memphis Airports District Office<br>2600 Thousand Oaks Blvd, Ste 2250<br>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<br>Aeronautics Division<br>7335 Centennial Boulevard<br>Nashville, TN 37209<br>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 32-555-0181-23.***

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

**ATTACHMENT THREE  
PAGE ONE**

| GRANT BUDGET   |   |                   |                  |                |
|--|---|-------------------|------------------|----------------|
| City of Morristown: Southern Hangar Development Site Prep - Design   |   |                   |                  | AERO-23-283-00 |
| The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following |   |                   |                  |                |
| Applicable Period:   |   |                   |                  |                |
| BEGIN: 2/1/2023  |   | END: 1/31/2025    |                  |                |
| POLICY<br>03 Object<br>Line-item<br>Reference  | EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>  | GRANT<br>CONTRACT | GRANTEE<br>MATCH | TOTAL PROJECT  |
| 1. 2   | Salaries, Benefits & Taxes  | 0.00              | 0.00             | 0.00           |
| 4, 15  | Professional Fee, Grant & Award <sup>2</sup>  | \$88,825.00       | \$4,675.00       | \$93,500.00    |
| 5, 6, 7, 8,<br>9, 10   | Supplies, Telephone, Postage & Shipping,<br>Occupancy, Equipment Rental & Maintenance,<br>Printing & Publications | 0.00              | 0.00             | 0.00           |
| 11. 12   | Travel, Conferences & Meetings  | 0.00              | 0.00             | 0.00           |
| 13   | Interest <sup>2</sup>   | 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 <sup>2</sup>   | 0.00              | 0.00             | 0.00           |
| 18   | Other Non-Personnel <sup>2</sup>  | 0.00              | 0.00             | 0.00           |
| 20   | Capital Purchase <sup>2</sup>   | 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   | \$88,825.00       | \$4,675.00       | \$93,500.00    |

<sup>1</sup> 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>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

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

**ATTACHMENT THREE  
PAGE TWO**

**GRANT BUDGET LINE-ITEM DETAIL:**

| PROFESSIONAL FEE, GRANT & AWARD                | AMOUNT             |
|--|--------------------|
| Southern Hangar Development Site Prep - Design | \$93,500.00        |
| <b>TOTAL</b>                                   | <b>\$93,500.00</b> |

TAD Project # 32-555-0181-23

Project Breakdown:

|              |                    |           |
|--------------|--------------------|-----------|
| TX           | \$88,825.00        | 95% State |
|              | <u>\$ 4,675.00</u> | 5% Local  |
| Grant Total: | \$93,500.00        | 100%      |

# Tennessee Aeronautics Division

FAA – Federal Grant Assurances



## Acknowledgement of Receipt

---

2/9/2024

**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 (32-555-0181-23) 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]**

---

Airport Represented

---

Signature of Recipient

---

Date





U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

---

## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

---

Sponsor:

Airport:

Project Number:

Description of Work:

### Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).  
☐ Yes   ☐ No   ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2).☐ Yes   ☐ No   ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).  
☐ Yes   ☐ No   ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- ☐ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- ☐ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
  - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
  - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☐ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- ☐ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
  - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
  - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
  - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☐ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
  - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
  - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☐ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- ☐ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☐ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.





U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

---

## Drug-Free Workplace Airport Improvement Program Sponsor Certification

---

Sponsor:

Airport:

Project Number:

Description of Work:

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☐ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☐ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☐ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☐ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☐ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☐ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☐ Yes ☐ No ☐ N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location:

Address:

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.





U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

---

## Equipment and Construction Contracts Airport Improvement Sponsor Certification

---

Sponsor:

Airport:

Project Number:

Description of Work:

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☐ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☐ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☐ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
  - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
  - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☐ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - c. Publicly opened at a time and place prescribed in the invitation for bids; and
  - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☐ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
  - c. Listing of evaluation factors along with relative importance of the factors.
- ☐ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☐ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☐ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☐ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

☐ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☐ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☐ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☐ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.





U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

---

## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

---

Sponsor:

Airport:

Project Number:

Description of Work:

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).  
☐ Yes   ☐ No   ☐ N/A
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).  
☐ Yes   ☐ No   ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
- ☐ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
- ☐ Yes ☐ No ☐ N/A
5. The specification does not use or will not use “brand name” or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
- ☐ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
- ☐ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
- ☐ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
- ☐ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
- ☐ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
- ☐ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
- ☐ Yes ☐ No ☐ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
- ☐ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☐ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☐ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☐ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

#### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-133, Real Property Acquisition – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.





---

## Real Property Acquisition Airport Improvement Program Sponsor Certification

---

Sponsor:

Airport:

Project Number:

Description of Work:

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.  
☐ Yes   ☐ No   ☐ N/A
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.  
☐ Yes   ☐ No   ☐ N/A
3. If property for airport development is or will be leased, the following conditions have been met:
  - a. The term is for 20 years or the useful life of the project;
  - b. The lessor is a public agency; and
  - c. The lease contains no provisions that prevent full compliance with the grant agreement.☐ Yes   ☐ No   ☐ N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
- ☐ Yes ☐ No ☐ N/A
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
- ☐ Yes ☐ No ☐ N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:
- a. The right of flight;
  - b. The right of ingress and egress to remove obstructions; and
  - c. The right to restrict the establishment of future obstructions.
- ☐ Yes ☐ No ☐ N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:
- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
  - b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.
- ☐ Yes ☐ No ☐ N/A
8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.
- ☐ Yes ☐ No ☐ N/A
9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.
- ☐ Yes ☐ No ☐ N/A
10. Effort was or will be made to acquire each property through the following negotiation procedures:
- a. No coercive action to induce agreement; and
  - b. Supporting documents for settlements included in the project files.
- ☐ Yes ☐ No ☐ N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:
- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
  - b. Supporting documents for awards included in the project files.

☐ Yes ☐ No ☐ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

☐ Yes ☐ No ☐ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this                      day of                      ,                      .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Designated Official Representative: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

---

## Selection of Consultants

### Airport Improvement Program Sponsor Certification

---

Sponsor:

Airport:

Project Number:

Description of Work:

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
☐ Yes   ☐ No   ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
☐ Yes   ☐ No   ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
☐ Yes   ☐ No   ☐ N/A



4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☐ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☐ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☐ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- ☐ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☐ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☐ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☐ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- ☐ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☐ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☐ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “no” response.

### **Sponsor’s Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this                      day of                      ,                      .

Name of Sponsor:

Name of Sponsor’s Authorized Official:

Title of Sponsor’s Authorized Official:

**Signature** of Sponsor’s Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

---

## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

---

Sponsor:

Airport:

Project Number:

Description of Work:

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting “Yes” represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting “No” represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If “No” is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor’s and sub-recipient’s officers, employees, or agents, or by contractors or their agents.

☐ Yes   ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☐ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☐ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.





## Morristown City Council Agenda Item Summary

**Date:** March 5, 2024

**Agenda Item:** Approve Work Authorization No. 6 for Goodwyn Mills Cawood to provide preliminary engineering and environmental services in anticipation of rehabilitation work on certain areas of the airport apron. The Morristown Regional Airport Commission recommended approval at its February 26, 2024 meeting.

**Prepared By:** Andrew Ellard

**Subject:** Work Authorization – Apron Rehab – PE & Environmental

**Background:** GMC was selected as the airport's engineering firm of record effective January 2023. The airport's capital improvement program has included this phase for this project. Similar work on other sections of the airport apron was done previously.

**Findings/Current Activity:**

The condition around the eastern T-hangars and the TCAT facility is in poor condition and is due for rehabilitation.

**Financial Impact:**

The cost of this phase is \$62,461, which will be 95% state funded and 5% local (\$3,123.05).

**Action options/Recommendations:**

Staff and the Airport Commission recommend approval.

**Attachment:** Work Authorization No. 6

**MORRISTOWN REGIONAL AIRPORT (MOR)**  
**APRON REHABILITATION – PHASE I**  
**ENVIRONMENTAL/PRELIMINARY ENGINEERING**  
**TAD PROJECT NUMBER: 32-555-0780-24**

This Work Authorization provides for professional engineering services to be performed by Goodwyn Mills & Cawood, LLC (ENGINEER) for the City of Morristown (OWNER) in accordance with the current Professional Services Agreement dated January 06, 2023. All provisions of the Agreement are incorporated by reference. This Work Authorization represents an authorization to proceed with the scope of services, schedule, and compensation described herein.

---

**Scope of Services:**

The northeast apron is getting close to the end of its useful life. The pavement has extensive cracking and structural failures which is believed to be due to water trapped in the base and subgrade as well as to the age of the paved surfaces. The work to be provided includes Project Administration, Surveying, Geotechnical Investigation, Preliminary Engineering, and Environmental. This will be Phase I of the overall project. See the detailed scope of work in Attachment “A”.

**Time of Performance:**

The grant end date is 8/17/2024.

**Payment to ENGINEER:**

The ENGINEER shall be compensated for performance of work as detailed in Attachment “B”.

---

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

OWNER:

ENGINEER:

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## APRON REHABILITATION ENVIRONMENTAL/PRELIMINARY ENGINEERING PHASE I – SCOPE OF SERVICES

### PROJECT DESCRIPTION:

We understand that the planned reconstruction will cover two existing apron areas. Apron Area 1 includes the pavement adjacent to the existing TCAT facility and Apron Area 2 includes the pavement around the northwest t-hangars.

Services to be performed by the ENGINEER include the following:

1. Project Administration
2. Surveying
3. Preliminary Engineering
4. Geotechnical Exploration
5. Environmental



The following work is to be included in the scope of services:

1. **PROJECT ADMINISTRATION** - provide Project Administration services which are to include:
  - A. Confer with the sponsor on project requirements, schedules, financing, meetings, and other pertinent matters. This includes coordinating on the scope of services, preparation of a written scope of services, and preparation of contract documents with the sponsor.
  - B. Planning, procuring and coordination for necessary survey and any other field investigations required for preliminary design considerations.
  - C. Prepare and submit to the sponsor project reimbursement request. Compile Engineering costs, subconsultant costs, and construction costs.
  - D. Provide general project administration and coordination to in-house staff working on the project.
  - E. Provide general project administration and coordination to outside administration to the sponsor, contractors and subconsultants.
2. **TOPOGRAPHIC SURVEY** - provide a field run topographic survey on a one-foot contour interval of the following areas:
  - A. Field run topographic survey of the identified 5.6 acres as illustrated below.
  - B. Locate all drainage features/structures within the topographic survey area.
  - C. Locate all lighting and nav aids within the project site.
  - D. Locate the pavement striping on the apron within the project area and striping leading to the apron.
  - E. The survey is to field locate all planimetric and topographic features within the limits of the survey areas.
  - F. Provide two control points within the limits of the project. Provide horizontal and vertical control based on Tennessee State Plane Coordinate System.

*Office Survey:*

  - G. The collection of data will require post-processing and conversion to a base map upon return to the office. Convert Survey Data for Design.



- H. Coordinate design coordinates and alignments to be used for CAD drawings with previous work.
- I. Input raw survey data into the computer program to sort data into company standard layers for efficient analyzing.
- J. Detail and annotate features of the survey.
- K. Verify horizontal and vertical control.
- L. Prepare digital terrain model (DTM) of existing ground contours, drainage features, and other site features.
- M. Generate a three-dimensional contour model from the DTM.
- N. Review and verify integrity of DTM model.
- O. Export CAD file and DTM model for design use.





3. **GEOTECHNICAL EXPLORATION** - provide geotechnical exploration services for the proposed pavement reconstruction of two aprons at the Morristown Regional Airport in Morristown, Tennessee. Specifically, we expect the project will include a full depth reclamation (FDR) of the existing pavements, although depending on the results of the exploration, a rehabilitation project may also be possible.

#### **Discussion**

Our scope assumes that we will be given ready access to the project site, without having to perform significant coordination efforts to gain access. As previously noted, we assume that security escorts will be provided by others, if needed. Our scope does not include security escorts or permitting associated with mobilizing a drill rig at the airport.

Our exploration layout will be accomplished using simple pacing/taping techniques and/or via a hand-held GPS device loaded with pre-established boring locations. The top of exploration elevations will be shown on exploration logs, using interpolation of approximate locations with topographic information provided (if topographic information is provided by others prior to issuance of report).

#### **Field Exploration**

- A. We propose to mobilize a truck-mounted drill rig to the site to perform a total of eight (8) soil test borings.
- B. Four (4) soil test borings will be advanced in each of the two proposed apron reconstruction areas.
- C. We plan to collect pavement cores at these locations as well.
- D. All of the soil test borings will be performed in existing asphalt pavement areas and will be drilled to a depth of 10 feet each or refusal, whichever is encountered first.
- E. Split-spoon sampling and standard penetration testing will be conducted at standard intervals (every 2.5 feet in first 10 feet) in the borings prior to auger refusal. Our base scope does not include rock coring.
- F. We will also perform dual mass dynamic cone penetrometer testing at up to four locations in the apron areas during the field exploration so that an estimated field CBR value can be provided.
- G. Borings will be backfilled with the soil cuttings from the drilling process upon completion. The top 6 to 12 inches of the boreholes will be backfilled with fast setting grout. Our scope does not include coring or patching of concrete. It is

common for boreholes to settle over time. Our scope does not include returning to the site to backfill boreholes that have settled.

- H. It is noted that, depending on the depth and condition of the asphalt, some heaving may occur in the pavement during drilling.
- I. We will attempt to reduce the amount of heaving by drilling slower near the surface, but some heaving may still occur.
- J. Our scope does not include repair of broken pavement/heaving due to thin or deteriorated sections of asphalt.
- K. We will call the 811-utility service to locate underground utilities that subscribe to their service. We are not responsible for damage to utilities that are not marked or incorrectly located by others.

### **Laboratory Testing**

- L. GMC's professional staff will visually classify soil samples obtained from the exploration process.
- M. Selected soil samples will be retained for a limited amount of laboratory testing. These tests may include Atterberg limit determinations, grain size determinations (via No. 200 wash sieve), and natural moisture contents.

### **Reporting**

- N. All work will be performed under the direction of a Tennessee-registered professional engineer specializing in geotechnical engineering.
- O. The FAA Advisory Circular 150/5320-6G will be used as a reference in developing the report, but the specific scope will be included in this proposal.
- P. Once the field and laboratory testing are complete, we will provide you with a written report that will include the following:
  - A summary of our test procedures and the results of all field and laboratory testing.
  - A review of the site conditions and geologic setting, including geological hazards.
  - A review of subsurface soil stratigraphy including the individual Test Boring Logs and a Test Boring Location Plan.
  - Recommendations for site preparation, including excavation considerations and construction of compacted fills, if applicable (this may not apply to FDR).

- Review of the suitability of on-site soils for re-use as fill material, if applicable (this may not apply to FDR).
  - Information regarding groundwater conditions, along with recommendations for controlling groundwater during construction, if applicable.
  - Design and construction recommendations for pavement sections (specifically, recommendations related to FDR at apron); specifically, this will include parameters, including recommended CBR, to be used in design of pavement section.
- Q. Our scope also includes attendance of one post-report meeting to review the recommendations in the report.
- R. GMC will provide a PDF version of the report either through email or a Sharefile site.
- S. Up to three copies of bound or unbound paper copies can also be provided on request.
4. **PRELIMINARY DESIGN (30%)** -
- A. Review available data pertinent to the project.
  - B. Coordinate with the field operations that are to take place – surveying and geotechnical.
  - C. Analyze the survey data after completion of the office survey work.
  - D. Review the geotechnical data with the geotechnical engineer.
  - E. Pavement Design – pavement design is to be computed in accordance with advisory circular 150/5320-6F, using FAARFIELD software. The Fleet mix to be used in the pavement design analysis is to be based on information provided by the state.
  - F. Prepare 30% construction plans to graphically depict the physical aspects of the development requirements in an accurate and concise manner.
  - G. Prepare a 30% estimate of probable construction cost estimate.
  - H. The technical specifications required for the project are to be identified and listed in a table of contents.

- I. Quality Control Review (30%) –the ENGINEER will perform in-house quality control reviews prior to the 30% submittal utilizing standardized checking processes by the Aviation Manager and Project Manager.
  - J. The ENGINEER will coordinate a 30% Design Review meeting to review the 30% plans with the OWNER and TAD. The ENGINEER will review the project goals, existing site conditions, the design approach, and key decisions and solicit input from the OWNER and TAD, to best meet the OWNER's needs while complying with the funding regulations. Results from the meeting will be used to direct the final design.
  - K. The ENGINEER is to review and consider the 30% design review comments received from the OWNER and TAD.
  - L. The final 30% drawings and cost estimate will be submitted to the OWNER and TAD.
5. Environmental Regulatory Review –
- A. The ENGINEER will review the latest pertinent Federal, State and local environmental regulatory measures for recent changes and compliance issues.
  - B. The ENGINEER is to complete the Environmental Checklist and submit it to the TDOT's Aeronautics Divisions Environmental email at [Aero.Environmental@tn.gov](mailto:Aero.Environmental@tn.gov).
  - C. The ENGINEER is to prepare and submit a Simple Written Record (SWR) at [Aero.Environmental@tn.gov](mailto:Aero.Environmental@tn.gov).
  - D. If it is determined by TDOT Aeronautics division that a SWR is not sufficient, the ENGINEER's work scope is to be amended accordingly.

**6. Miscellaneous/Assumptions** to this scope of work:

- A. Design of utilities is not a part of this project.
- B. Underground utility mapping is not included.
- C. No work related to property boundaries is being performed.
- D. The following programs will be utilized for drawing and document production: MicroStation, Carlson Survey, MS Word, and MS Excel.
- E. Unless otherwise requested, the deliverables will be submitted electronically in .PDF format.
- F. It is assumed there are no contaminated soils within the project boundaries.
- G. Food per diem – fixed rate of \$59 per day.
- H. Lodging – actual cost per day estimated at \$200 per night.
- I. Mileage reimbursement – the current IRS rate of \$0.655 cents per mile.
- J. Mileage from the Brentwood, TN office to the project site – 460 miles round trip.



**ATTACHMENT "B" - COMPENSATION**

The Engineer shall be compensated for performance of work as noted below:

- B.1 The ENGINEER shall be compensated for performance of work for providing **Project Administration**; said total compensation to be based on a lump sum basis with a not to exceed, without the OWNER's prior approval, amount of:

\$ 10,338.00

- B.2 The ENGINEER shall be compensated by the OWNER upon completion by the ENGINEER of that portion of the **Surveying** services; said total compensation to be based on a lump sum basis with a not to exceed, without the OWNER's prior approval, amount of:

\$ 5,786.00

- B.3 The ENGINEER shall be compensated for services to the OWNER during the **Geotechnical Investigation**; said total compensation to be based on a lump sum basis with a not to exceed, without the OWNER's prior approval, amount of:

\$ 11,980.00

- B.4 The ENGINEER shall be compensated for performance of work for providing **Preliminary Engineering**; said total compensation to be based on a lump sum basis with a not to exceed, without the OWNER's prior approval, amount of:

\$ 31,842.00

- B.5 The ENGINEER shall be compensated for performance of work for providing **Environmental**; said total compensation to be based on a lump sum basis with a not to exceed, without the OWNER's prior approval, amount of:

\$ 2,515.00

|                           |
|---------------------------|
| <b>TOTAL: \$62,461.00</b> |
|---------------------------|

## State Contract Provisions

1. Conflicts of Interest. 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 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 subcontractors, 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. 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 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.

5. **Records.** The Engineer and any approved subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the 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.

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

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.



## Morristown City Council Agenda Item Summary

**Date:** March 5, 2024

**Agenda Item:** Approve Work Authorization No. 7 for Goodwyn Mills Cawood in the amount of \$10,000 to perform general engineering and technical assistance services for the Morristown Regional Airport in calendar year 2024.

**Prepared By:** Andrew Ellard

**Subject:** Work Authorization – Airport General Engineering Services

**Background:** GMC was selected as the airport's engineering firm of record through a solicitation in late 2022.

**Findings/Current Activity:**

This work authorization replaces WA #1 that was approved for calendar year 2023. As in years prior, a standing work authorization for general services is beneficial to ensure that city staff has access when needed to aviation-specific engineers.

**Financial Impact:**

While actual cost is TBD because these services will be utilized on an as-needed basis, they will not exceed \$10,000 in the calendar year unless amended or through the creation of a similar authorization. Funds are budgeted and are anticipated to be eligible for our existing FAA grants, ranging from 0% local match to 5% local match.

**Action options/Recommendations:**

Staff recommends approval.

**Attachment:** Work Authorization No. 7

**MORRISTOWN REGIONAL AIRPORT  
MORRISTOWN, TN  
WORK AUTHORIZATION – 07  
AIRPORT GENERAL SERVICES**

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 December 6<sup>th</sup>, 2022.

Scope of Services:

Provide airport-specific planning, design, and construction services that are not included as part of a Work Authorization under the Professional Services Agreement dated December 6<sup>th</sup>, 2022.

Time of Performance:

As required by OWNER. The effective term of this Work Authorization is through December 31<sup>st</sup>, 2024.

Payment to ENGINEER:

The ENGINEER shall be compensated for performance of work on an hourly basis. An agreed upon hour allotment and fee will be provided by ENGINEER and approved by OWNER prior to commencing work for each task.

AIRPORT GENERAL SERVICES BUDGET NOT TO EXCEED      **\$10,000.00**

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

OWNER:

ENGINEER:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Morristown City Council Agenda Item Summary

**Date:** March 5, 2024

**Agenda Item:** Approve an amendment to the maintenance agreement with KONE to include ongoing elevator service at the Morristown Landing and authorize the City Administrator to execute.

**Prepared By:** Andrew Ellard

**Subject:** KONE Elevator Agreement

**Background:** Construction of the Morristown Landing and the installation of the elevator included maintenance for the first year, which is coming to an end soon.

**Findings/Current Activity:**

KONE services and maintains the elevator in City Center, and this rider/amendment would simply incorporate the Landing elevator into that same agreement.

**Financial Impact:**

Maintenance of the Landing elevator is \$324 per month. The amendment also reduces the monthly cost on the City Center elevator from \$445.18 to \$230 per month. The net increase to cost is \$108.82 monthly.

**Action options/Recommendations:**

Staff recommends approval and authorization.

**Attachment:** Maintenance Agreement Rider





## COMPLETE MAINTENANCE AGREEMENT CONTRACT RIDER

|                          |          |                     |                                    |
|--------------------------|----------|---------------------|------------------------------------|
| KONE Contract #:         | 40004299 | Equipment Location: | 4355 Durham Landing Morristown, TN |
| Contract Effective Date: | 3/14/24  | Location Address:   | 4355 Durham Landing Morristown, TN |
| Submission Date:         | 2/9/24   | KONE Branch:        | Knoxville 410                      |
|                          |          | KONE Contact:       | Nathan Netz                        |

Subject to the terms and conditions of the Existing Maintenance Agreement between **KONE Inc.** and **City of Morristown**, effective 6/1/2000 this Contract Rider is hereby made a part of this agreement and agrees to the following criteria:

### Object:

1. Add new equipment# 44376975 to existing contract with City of Morristown contract# 40004299 at the price of \$324.00 per month.
2. Reduce existing equipment# 20066123 to a monthly price of \$230.00 per month
3. Extend master service agreement 5 years.
4. Add Kone's 24/7 remote monitoring to new equipment# 44376975.

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

As consideration and in order for KONE to be able to provide the 24/7 Connected Services to the Customer, the Agreement is hereby amended as follows:

1. KONE to provide the Services set forth below are included with this service agreement. This Service fee will be charged on the maintenance invoice at the same interval as the invoicing for maintenance under the Agreement. Installation and/or set-up fees will be provided in a separate proposal when applicable. The interest on any late payments shall be as detailed in the Agreement.
2. KONE shall perform the selected Value-Added Services (each a "Service" and together the "Services") substantially as set forth and authorized below:
  - A. KONE Care 24/7 Connect - Performance Analytics  
If KONE 24/7 Connected Services is selected, then KONE shall provide and install the necessary device(s) to perform KONE 24/7 Connected Services on the equipment below. Unless otherwise provided for in the Agreement, any callouts, repairs, or maintenance prompted by the KONE 24/7 Connected Services shall be performed during regular working hours of regular working days, Monday to Friday, statutory holidays excluded, of the International Union of Elevator Constructors (IUEC.) All response times generated by KONE 24/7 Connected Services shall be calculated starting at 8:00 a.m. local time the next business day. Repair and maintenance needs identified through the Services shall be performed based on the repair coverage agreed in the Agreement. Under no circumstances shall any indicators or predictions be caused for immediate services, but shall be determined and completed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE.
3. Unless the remote monitoring device was a built-in component of a new KONE elevator, the remote monitoring devices are installed to the equipment by KONE solely in order to enable the Services. The remote monitoring devices are provided to the Customer as part of the Services. Purchaser gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment, regardless if Customer elects any of the Services. Purchaser will not use the 24/7 Connected Services device, except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form. Purchaser has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE.
4. KONE 24/7 Connected Services is a family of remote monitoring Services. The parties may later agree to add new Services to the equipment.
5. The Services shall be performed for the duration of the Agreement. Should the Agreement expire or terminate, the Services will automatically terminate.

6. If any or all Services are terminated, unless the remote monitoring device was a built-in component of a new KONE elevator, the Customer shall upon request give KONE access to the equipment to remove any remote monitoring devices owned by KONE along with any other equipment which remains KONE's property at the facility or otherwise at KONE's expense. Such right shall survive the expiration or termination of the Agreement. Upon termination for any reason of either the Emergency Phone Monitoring or Wireless Phone Provider Service, no further phone services will be provided, the phone(s) must be immediately reprogrammed to dial to a location other than a KONE designated phone number and KONE will block the phone numbers from coming into the KONE Service Center. Upon termination for any reason of the Data Remote Monitoring, no further data will be collected. Upon any termination or expiration of the Agreement, no further Services will be provided, including phone services or data collection. KONE shall have no obligation to any party to either collect, export or analyze any data, or to provide the source code of any software in object code form.
7. If the Customer uses its own SIM card or network connection for the data transfer required by the Services, KONE shall not be liable for the costs of such data transfer incurred due to the Services

This change is subject the existing terms and conditions of the existing contract. All other terms and conditions of contract shall remain unchanged.

**SUBMITTED BY:**

**KONE Inc.**

•

\_\_\_\_\_

**Nathan Netz**

**ACCEPTED BY:**

\_\_\_\_\_

**Name** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

INTERLOCAL AGREEMENT FOR NON-DISASTER RELATED AND/OR  
RECURRING SHARING OF LAW ENFORCEMENT RESOURCES

by and between

Morristown Police Department & Bean Station Police Department.

WHEREAS, Tenn. Code Ann. §§ 6-54-307 and 12-9-101, et. seq. authorizes governmental entities in this State to enter into agreements for the sharing of law enforcement resources;<sup>1</sup> and

WHEREAS, the parties hereto have chosen to avail themselves of the authority conferred by the above-referenced statutes and have entered into a written agreement governing the non-disaster related and recurring sharing of law enforcement resources; and

WHEREAS, the law enforcement resources of both the Morristown City Police Department and the Bean Station Police Department are limited and necessitate cooperation of said agencies and utilization of all available resources; and

WHEREAS, in the judgment of the City of Morristown, this Interlocal Agreement is advantageous to and serves the public interest of the City; and

WHEREAS, in the judgment of the City of Bean Station, this Interlocal Agreement is advantageous to and serves the public interest of the City.

THEREFORE, this agreement is entered into by and among the City of Morristown and the city of Bean Station as of the 28<sup>th</sup> day of February, 2024, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties agree that the following law enforcement resources available and needed for the requested response will be shared per this Agreement.

2. The parties will respond to calls for sharing of the above-listed resources upon request made by the senior law enforcement officer [or his/her designee] of the requesting law enforcement agency to the senior law enforcement officer or [his/her designee] of the responding agency.

3. Upon request for and received as provided for in paragraph 1, the senior law enforcement officer [or his/her designee] of the responding party<sup>2</sup> will authorize a response to the request.

---

<sup>1</sup> This Agreement does not cover the sharing of resources provided for under the Mutual Aid and Emergency and Disaster Assistance Act codified at Tenn. Code Ann. § 58-8-101, et. seq. The Mutual Aid and Emergency and Disaster Assistance Act governs the sharing of resources based upon an "imminent threat of an event or an actual event and its aftermath, whether natural or manmade, that could lead to substantial body injury or property damage **and** that could lead [or does lead to] the declaration of a state of emergency." *Id.* at § 58-8-102.

<sup>2</sup> The terms "responding party" and "requesting party" as used in this agreement refer to the referenced governmental entities and not the individual officer.

4. In cases where two or more requests for aid or assistance are made from differing jurisdictions at the same time, potentially making compliance with the requirements of this Agreement a burden on the responding party, the senior law enforcement officer [or his/her designee] of the responding party shall determine, based on a reasonable appraisal of the need for resources of the requesting jurisdiction, how best to respond to the request. The senior law enforcement officer [or his/her designee] of the responding party shall inform each requesting party of such designation.

5. In the situations outlined in paragraph 4 above, where compliance with the duties of this Agreement is a burden on the responding party, the requesting party or parties will not expect full compliance with those duties but will expect a fair appraisal of the need for the requested resources.

6. When law enforcement personnel are acting pursuant to this Agreement, the jurisdictions authority, rights, privileges, and immunities, including coverage under the workers' compensation laws, which the personnel have in the responding law enforcement department shall be extended to and include any geographic area necessary as a result of the request when these personnel are acting within the scope of authority conferred by this Agreement.

7. The party requesting law enforcement resources shall in no way be deemed liable or responsible for the personal property of the members of the responding law enforcement department that may be lost, stolen, or damaged while performing their duties in responding under the terms of this Agreement.

8. The party responding to the request for law enforcement resources under the terms of this Agreement assumes all liability and responsibility as between the parties for damage to its own apparatus and/or equipment. The party responding also assumes all liability and responsibility between the parties for any damage caused by its own apparatus and/or negligence of its personnel while en route to or returning from the scene which necessitated the request for law enforcement resources.

9. The party responding under the terms of this Agreement assumes no responsibility or liability for property damaged or destroyed or bodily injury caused or sustained at the scene which necessitated the request for law enforcement resources due to actions that are taken in responding under this Agreement. The liability and responsibility as between the parties shall rest solely with the party requesting resources and within whose jurisdiction the property exists, or the incident occurs.

10. No compensation will be paid by the parties for the law enforcement resources provided under this Agreement.

11. The parties agree that no claim for compensation will be made by either against the other for loss, damage or personal injury occurring in the consequence of sharing of law enforcement resources under this Agreement, and all such rights or claims are hereby expressly waived.

12. It is further understood that officers of either City Police Department are authorized to conduct investigations in both cities for crimes occurring within their respective jurisdictions. Such investigations may include, but are not limited to, the gathering of evidence and the interviewing of witnesses and suspects. The said officers are authorized to arrest offenders upon probable cause for such offenses under investigation, if necessary, and to arrest such offenders or others upon probable cause for criminal offenses occurring in the officers' presence. It is further understood that when officers of either City Police Department conduct investigations or execute arrest warrants in the other jurisdiction, that the officers shall notify the other City Police Department and shall, if possible, obtain the assistance of an officer of the other Department.

13. This Agreement shall continue indefinitely until terminated. This Agreement may be terminated upon 30 days' written notice of either party. No further obligation or liabilities shall be imposed upon the withdrawing party after termination.

14. This Agreement shall be valid only when the City Mayor and Chief of Police of the respective political jurisdictions execute it pursuant to the ordinance/resolution of each jurisdiction authorizing such officers/individuals to execute it.

15. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the governmental entity for whom they sign.

**For the City of \_\_\_\_\_:**

By: \_\_\_\_\_  
City Mayor

By: \_\_\_\_\_  
Chief of Police

**For the City of Beaumont:**

By: Ben Waller  
City Mayor

By: [Signature] 701  
Chief of Police



INTERLOCAL AGREEMENT FOR NON-DISASTER RELATED AND/OR  
RECURRING SHARING OF LAW ENFORCEMENT RESOURCES

by and between

Morristown Police Department & Cocke County Sheriff's Office

WHEREAS, Tenn. Code Ann. §§ 6-54-307 and 12-9-101, et. seq. authorizes governmental entities in this State to enter into agreements for the sharing of law enforcement resources;<sup>1</sup> and

WHEREAS, the parties hereto have chosen to avail themselves of the authority conferred by the above-referenced statutes and have entered into a written agreement governing the non-disaster related and recurring sharing of law enforcement resources; and

WHEREAS, the law enforcement resources of both the Morristown Police Department and the Cocke County Sheriff's Department are limited and necessitate cooperation of said agencies and utilization of all available resources; and

WHEREAS, in the judgment of the City of Morristown, this Interlocal Agreement is advantageous to and serves the public interest of the City of Morristown; and

WHEREAS, in the judgment of Cocke County, this Interlocal Agreement is advantageous to and serves the public interest of the County.

THEREFORE, this agreement is entered into by and among the City of Morristown and County of Cocke as of the 12 day of February, 2024, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties agree that the law enforcement resources available and needed for the requested response will be shared per this Agreement.
2. The parties will respond to calls for sharing of the above-listed resources upon request made by the senior law enforcement officer [or his/her designee] of the requesting law enforcement agency to the senior law enforcement officer or [his/her designee] of the responding agency.
3. Upon request for and received as provided for in paragraph 2, the senior law enforcement officer [or his/her designee] of the responding party<sup>2</sup> will authorize a response to the request.

---

<sup>1</sup> This Agreement does not cover the sharing of resources provided for under the Mutual Aid and Emergency and Disaster Assistance Act codified at Tenn. Code Ann. § 58-8-101, et. seq. The Mutual Aid and Emergency and Disaster Assistance Act governs the sharing of resources based upon an "imminent threat of an event or an actual event and its aftermath, whether natural or manmade, that could lead to substantial body injury or property damage **and** that could lead [or does lead to] the declaration of a state of emergency." *Id.* at § 58-8-102.

<sup>2</sup> The terms "responding party" and "requesting party" as used in this agreement refer to the referenced governmental entities and not the individual officer.



4. In cases where two or more requests for aid or assistance are made from differing jurisdictions at the same time, potentially making compliance with the requirements of this Agreement a burden on the responding party, the senior law enforcement officer [or his/her designee] of the responding party shall determine, based on a reasonable appraisal of the need for resources of the requesting jurisdiction, how best to respond to the request. The senior law enforcement officer [or his/her designee] of the responding party shall inform the requesting officer of the requesting party of such designation.

5. In the situations outlined in paragraph 4 above, where compliance with the duties of this Agreement is a burden on the responding party, the requesting party or parties will not expect full compliance with those duties but will expect a fair appraisal of the need for the requested resources.

6. When law enforcement personnel are acting pursuant to this Agreement, the jurisdiction's authority, rights, privileges, and immunities, including coverage under the worker's compensation laws, which the personnel have in the responding law enforcement department shall be extended to and include any geographic area necessary as a result of the request when these personnel are acting within the scope of authority conferred by this Agreement.

7. The party requesting law enforcement resources shall in no way be deemed liable or responsible for the personal property of the members of the responding law enforcement department that may be lost, stolen or damaged while performing their duties in responding under the terms of this Agreement.

8. The party responding to the request for law enforcement resources under the terms of this Agreement assumes all liability and responsibility as between the parties for damage to its own apparatus and/or equipment. The party responding also assumes all liability and responsibility between the parties for any damage caused by its own apparatus and/or negligence of its personnel while en route to or returning from the scene which necessitated the request for law enforcement resources.

9. The party responding under the terms of this Agreement assumes no responsibility or liability for property damaged or destroyed or bodily injury caused or sustained at the scene which necessitated the request for law enforcement resources due to actions that are taken in responding under this Agreement. The liability and responsibility as between the parties shall rest solely with the party requesting resources and within whose jurisdiction the property exists, or the incident occurs.

10. No compensation will be paid by the parties for the law enforcement resources provided under this Agreement.

11. The respective parties agree that no claim for compensation will be made by either against the other for loss, damage or personal injury occurring in the consequence of sharing of law enforcement resources under this Agreement, and all such rights or claims are hereby expressly waived.

12. Officers of the City Police Department are authorized to investigate criminal offenses that occur outside the city limits but which are related to offenses occurring inside their respective city limits. It is further understood that when officers of the City Police Department conduct investigations or execute arrest warrants in the county outside of the city limits, that the officers shall notify the County Sheriff's Department and shall, if possible, obtain the assistance of an officer of the County Sheriff's Department.

13. It is further understood that officers of the City Police Department shall assist the County Sheriff's Office inside the city limits, upon request, in the investigation of criminal offenses occurring in the county outside the city limits. Such assistance shall include, but is not limited to, the gathering of evidence, the obtaining of blood samples for purposes of drug and alcohol analysis, and the interviewing of witnesses and suspects.

14. This Agreement shall continue indefinitely until terminated. This Agreement may be terminated upon 30 days' written notice of either party. No further obligation or liabilities shall be imposed upon the withdrawing party after termination.

15. This Agreement shall be valid only when the City Mayor, Chief of Police, County Mayor and Sheriff of the respective political jurisdictions execute it pursuant to the ordinance/resolution of each jurisdiction authorizing such officers/individuals to execute it.

16. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the governmental entity for whom they sign.

**For the City of \_\_\_\_\_:**

By: \_\_\_\_\_  
City Mayor

By: \_\_\_\_\_  
Chief of Police

**For the County of Cook:**

By: \_\_\_\_\_  
County Mayor

By: \_\_\_\_\_  
County Sheriff

INTERLOCAL AGREEMENT FOR NON-DISASTER RELATED AND/OR  
RECURRING SHARING OF LAW ENFORCEMENT RESOURCES

by and between

Morristown Police Department & Greene County Sheriff's Department

WHEREAS, Tenn. Code Ann. §§ 6-54-307 and 12-9-101, et. seq. authorizes governmental entities in this State to enter into agreements for the sharing of law enforcement resources;<sup>1</sup> and

WHEREAS, the parties hereto have chosen to avail themselves of the authority conferred by the above-referenced statutes and have entered into a written agreement governing the non-disaster related and recurring sharing of law enforcement resources; and

WHEREAS, the law enforcement resources of both the Morristown Police Department and the Greene County Sheriff's Department are limited and necessitate cooperation of said agencies and utilization of all available resources; and

WHEREAS, in the judgment of the City of Morristown, this Interlocal Agreement is advantageous to and serves the public interest of the City of Morristown; and

WHEREAS, in the judgment of Greene County, this Interlocal Agreement is advantageous to and serves the public interest of the County.

THEREFORE, this agreement is entered into by and among the City of Morristown and County of Greene as of the 01 day of MARCH, 2024, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties agree that the law enforcement resources available and needed for the requested response will be shared per this Agreement.
2. The parties will respond to calls for sharing of the above-listed resources upon request made by the senior law enforcement officer [or his/her designee] of the requesting law enforcement agency to the senior law enforcement officer or [his/her designee] of the responding agency.
3. Upon request for and received as provided for in paragraph 2, the senior law enforcement officer [or his/her designee] of the responding party<sup>2</sup> will authorize a response to the request.

---

<sup>1</sup> This Agreement does not cover the sharing of resources provided for under the Mutual Aid and Emergency and Disaster Assistance Act codified at Tenn. Code Ann. § 58-8-101, et. seq. The Mutual Aid and Emergency and Disaster Assistance Act governs the sharing of resources based upon an "imminent threat of an event or an actual event and its aftermath, whether natural or manmade, that could lead to substantial body injury or property damage **and** that could lead [or does lead to] the declaration of a state of emergency." *Id.* at § 58-8-102.

<sup>2</sup> The terms "responding party" and "requesting party" as used in this agreement refer to the referenced governmental entities and not the individual officer.

4. In cases where two or more requests for aid or assistance are made from differing jurisdictions at the same time, potentially making compliance with the requirements of this Agreement a burden on the responding party, the senior law enforcement officer [or his/her designee] of the responding party shall determine, based on a reasonable appraisal of the need for resources of the requesting jurisdiction, how best to respond to the request. The senior law enforcement officer [or his/her designee] of the responding party shall inform the requesting officer of the requesting party of such designation.

5. In the situations outlined in paragraph 4 above, where compliance with the duties of this Agreement is a burden on the responding party, the requesting party or parties will not expect full compliance with those duties but will expect a fair appraisal of the need for the requested resources.

6. When law enforcement personnel are acting pursuant to this Agreement, the jurisdictions authority, rights, privileges, and immunities, including coverage under the worker's compensation laws, which the personnel have in the responding law enforcement department shall be extended to and include any geographic area necessary as a result of the request when these personnel are acting within the scope of authority conferred by this Agreement.

7. The party requesting law enforcement resources shall in no way be deemed liable or responsible for the personal property of the members of the responding law enforcement department that may be lost, stolen or damaged while performing their duties in responding under the terms of this Agreement.

8. The party responding to the request for law enforcement resources under the terms of this Agreement assumes all liability and responsibility as between the parties for damage to its own apparatus and/or equipment. The party responding also assumes all liability and responsibility between the parties for any damage caused by its own apparatus and/or negligence of its personnel while en route to or returning from the scene which necessitated the request for law enforcement resources.

9. The party responding under the terms of this Agreement assumes no responsibility or liability for property damaged or destroyed or bodily injury caused or sustained at the scene which necessitated the request for law enforcement resources due to actions that are taken in responding under this Agreement. The liability and responsibility as between the parties shall rest solely with the party requesting resources and within whose jurisdiction the property exists, or the incident occurs.

10. No compensation will be paid by the parties for the law enforcement resources provided under this Agreement.

11. The respective parties agree that no claim for compensation will be made by either against the other for loss, damage or personal injury occurring in the consequence of sharing of law enforcement resources under this Agreement, and all such rights or claims are hereby expressly waived.

12. Officers of the City Police Department are authorized to investigate criminal offenses that occur outside the city limits but which are related to offenses occurring inside their respective city limits. It is further understood that when officers of the City Police Department conduct investigations or execute arrest warrants in the county outside of the city limits, that the officers shall notify the County Sheriff's Department and shall, if possible, obtain the assistance of an officer of the County Sheriff's Department.

13. It is further understood that officers of the City Police Department shall assist the County Sheriff's Department inside the city limits, upon request, in the investigation of criminal offenses occurring in the county outside the city limits. Such assistance shall include, but is not limited to, the gathering of evidence, the obtaining of blood samples for purposes of drug and alcohol analysis, and the interviewing of witnesses and suspects.

14. This Agreement shall continue indefinitely until terminated. This Agreement may be terminated upon 30 days' written notice of either party. No further obligation or liabilities shall be imposed upon the withdrawing party after termination.

15. This Agreement shall be valid only when the City Mayor, Chief of Police, County Mayor and Sheriff of the respective political jurisdictions execute it pursuant to the ordinance/resolution of each jurisdiction authorizing such officers/individuals to execute it.

16. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.



The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the governmental entity for whom they sign.

**For the City of \_\_\_\_\_:**

By: \_\_\_\_\_  
City Mayor

By: \_\_\_\_\_  
Chief of Police

**For the County of GREENE:**

By: Kevin C. Morrison  
County Mayor

By: Wesley Holt  
County Sheriff

**INTERLOCAL AGREEMENT FOR NON-DISASTER RELATED AND/OR  
RECURRING SHARING OF LAW ENFORCEMENT RESOURCES**

by and between

**Morristown Police Department & Hamblen County Sheriff's Department**

WHEREAS, Tenn. Code Ann. §§ 6-54-307 and 12-9-101, et. seq. authorizes governmental entities in this State to enter into agreements for the sharing of law enforcement resources;<sup>1</sup> and

WHEREAS, the parties hereto have chosen to avail themselves of the authority conferred by the above-referenced statutes and have entered into a written agreement governing the non-disaster related and recurring sharing of law enforcement resources; and

WHEREAS, the law enforcement resources of both the City Police Department and the County Sheriff's Department are limited and necessitate cooperation of said agencies and utilization of all available resources; and

WHEREAS, in the judgment of the City, this Interlocal Agreement is advantageous to and serves the public interest of the City; and

WHEREAS, in the judgment of the County, this Interlocal Agreement is advantageous to and serves the public interest of the County.

THEREFORE, this agreement is entered into by and among the City of Morristown and County of Hamblen as of the 22<sup>nd</sup> day of February, 2024, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties agree that the law enforcement resources available and needed for the requested response will be shared per this Agreement.
2. The parties will respond to calls for sharing of the above-listed resources upon request made by the senior law enforcement officer [or his/her designee] of the requesting law enforcement agency to the senior law enforcement officer or [his/her designee] of the responding agency.
3. Upon request for and received as provided for in paragraph 2, the senior law enforcement officer [or his/her designee] of the responding party<sup>2</sup> will authorize a response to the request.

<sup>1</sup> This Agreement does not cover the sharing of resources provided for under the Mutual Aid and Emergency and Disaster Assistance Act codified at Tenn. Code Ann. § 58-8-101, et. seq. The Mutual Aid and Emergency and Disaster Assistance Act governs the sharing of resources based upon an "imminent threat of an event or an actual event and its aftermath, whether natural or manmade, that could lead to substantial body injury or property damage and that could lead [or does lead to] the declaration of a state of emergency." *Id.* at § 58-8-102.

<sup>2</sup> The terms "responding party" and "requesting party" as used in this agreement refer to the referenced governmental entities and not the individual officer.

4. In cases where two or more requests for aid or assistance are made from differing jurisdictions at the same time, potentially making compliance with the requirements of this Agreement a burden on the responding party, the senior law enforcement officer [or his/her designee] of the responding party shall determine, based on a reasonable appraisal of the need for resources of the requesting jurisdiction, how best to respond to the request. The senior law enforcement officer [or his/her designee] of the responding party shall inform the requesting officer of the requesting party of such designation.

5. In the situations outlined in paragraph 4 above, where compliance with the duties of this Agreement is a burden on the responding party, the requesting party or parties will not expect full compliance with those duties but will expect a fair appraisal of the need for the requested resources.

6. When law enforcement personnel are acting pursuant to this Agreement, the jurisdictions authority, rights, privileges, and immunities, including coverage under the worker's compensation laws, which the personnel have in the responding law enforcement department shall be extended to and include any geographic area necessary as a result of the request when these personnel are acting within the scope of authority conferred by this Agreement.

7. The party requesting law enforcement resources shall in no way be deemed liable or responsible for the personal property of the members of the responding law enforcement department that may be lost, stolen or damaged while performing their duties in responding under the terms of this Agreement.

8. The party responding to the request for law enforcement resources under the terms of this Agreement assumes all liability and responsibility as between the parties for damage to its own apparatus and/or equipment. The party responding also assumes all liability and responsibility between the parties for any damage caused by its own apparatus and/or negligence of its personnel while en route to or returning from the scene which necessitated the request for law enforcement resources.

9. The party responding under the terms of this Agreement assumes no responsibility or liability for property damaged or destroyed or bodily injury caused or sustained at the scene which necessitated the request for law enforcement resources due to actions that are taken in responding under this Agreement. The liability and responsibility as between the parties shall rest solely with the party requesting resources and within whose jurisdiction the property exists, or the incident occurs.

10. No compensation will be paid by the parties for the law enforcement resources provided under this Agreement.



11. The respective parties agree that no claim for compensation will be made by either against the other for loss, damage or personal injury occurring in the consequence of sharing of law enforcement resources under this Agreement, and all such rights or claims are hereby expressly waived.

12. It is further understood that this Agreement does not affect the authority of the City Police Department to exercise its police powers pursuant to Tenn. Code Ann. § 6-54-301 to enforce the general laws of the state one mile outside the city's boundaries and does not affect the authority of the City Police Department to execute arrest warrants for violations of state law anywhere in the County in which it is located pursuant Tenn. Code Ann. §§ 6-54-302 or 40-6-210.

13. It is further understood that officers of the City Police Department are authorized to conduct investigations anywhere in the County in which the City is located for crimes occurring within city limits. Such investigations may include, but are not limited to, the gathering of evidence and the interviewing of witnesses and suspects. The said officers are authorized to arrest offenders upon probable cause for such offenses under investigation, if necessary, and to arrest such offenders or others upon probable cause for criminal offenses occurring in the officers' presence. Similarly, officers of the City Police Department are authorized to investigate criminal offenses that occur outside the city limits but which are related to offenses occurring inside their respective city limits. It is further understood that when officers of the City Police Department conduct investigations or execute arrest warrants in the county outside of the city limits, that the officers shall notify the County Sheriff's Department and shall, if possible, obtain the assistance of an officer of the County Sheriff's Department.

14. It is further understood that officers of the City Police Department shall assist the County Sheriff's Department inside the city limits, upon request, in the investigation of criminal offenses occurring in the county outside the city limits. Such assistance shall include, but is not limited to, the gathering of evidence, the obtaining of blood samples for purposes of drug and alcohol analysis, and the interviewing of witnesses and suspects.

15. This Agreement shall continue indefinitely until terminated. This Agreement may be terminated upon 30 days' written notice of either party. No further obligation or liabilities shall be imposed upon the withdrawing party after termination.

16. This Agreement shall be valid only when the City Mayor, Chief of Police, County Mayor and Sheriff of the respective political jurisdictions execute it pursuant to the ordinance/resolution of each jurisdiction authorizing such officers/individuals to execute it.

17. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the governmental entity for whom they sign.

**For the City of \_\_\_\_\_:**

By: \_\_\_\_\_  
City Mayor

By: \_\_\_\_\_  
Chief of Police

**For the County of Humboldt:**

By: Bill Butcher  
County Mayor

By: Carol Mullins  
County Sheriff

INTERLOCAL AGREEMENT FOR NON-DISASTER RELATED AND/OR  
RECURRING SHARING OF LAW ENFORCEMENT RESOURCES

by and between

Morristown Police Department & Hawkins County Sheriff's Department

WHEREAS, Tenn. Code Ann. §§ 6-54-307 and 12-9-101, et. seq. authorizes governmental entities in this State to enter into agreements for the sharing of law enforcement resources;<sup>1</sup> and

WHEREAS, the parties hereto have chosen to avail themselves of the authority conferred by the above-referenced statutes and have entered into a written agreement governing the non-disaster related and recurring sharing of law enforcement resources; and

WHEREAS, the law enforcement resources of both the Morristown Police Department and the Hawkins County Sheriff's Department are limited and necessitate cooperation of said agencies and utilization of all available resources; and

WHEREAS, in the judgment of the City of Morristown, this Interlocal Agreement is advantageous to and serves the public interest of the City of Morristown; and

WHEREAS, in the judgment of Hawkins County, this Interlocal Agreement is advantageous to and serves the public interest of the County.

THEREFORE, this agreement is entered into by and among the City of Morristown and County of Hawkins as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties agree that the law enforcement resources available and needed for the requested response will be shared per this Agreement.
2. The parties will respond to calls for sharing of the above-listed resources upon request made by the senior law enforcement officer [or his/her designee] of the requesting law enforcement agency to the senior law enforcement officer or [his/her designee] of the responding agency.
3. Upon request for and received as provided for in paragraph 2, the senior law enforcement officer [or his/her designee] of the responding party<sup>2</sup> will authorize a response to the request.

---

<sup>1</sup> This Agreement does not cover the sharing of resources provided for under the Mutual Aid and Emergency and Disaster Assistance Act codified at Tenn. Code Ann. § 58-8-101, et. seq. The Mutual Aid and Emergency and Disaster Assistance Act governs the sharing of resources based upon an "imminent threat of an event or an actual event and its aftermath, whether natural or manmade, that could lead to substantial body injury or property damage **and** that could lead [or does lead to] the declaration of a state of emergency." *Id.* at § 58-8-102.

<sup>2</sup> The terms "responding party" and "requesting party" as used in this agreement refer to the referenced governmental entities and not the individual officer.



4. In cases where two or more requests for aid or assistance are made from differing jurisdictions at the same time, potentially making compliance with the requirements of this Agreement a burden on the responding party, the senior law enforcement officer [or his/her designee] of the responding party shall determine, based on a reasonable appraisal of the need for resources of the requesting jurisdiction, how best to respond to the request. The senior law enforcement officer [or his/her designee] of the responding party shall inform the requesting officer of the requesting party of such designation.

5. In the situations outlined in paragraph 4 above, where compliance with the duties of this Agreement is a burden on the responding party, the requesting party or parties will not expect full compliance with those duties but will expect a fair appraisal of the need for the requested resources.

6. When law enforcement personnel are acting pursuant to this Agreement, the jurisdictions authority, rights, privileges, and immunities, including coverage under the worker's compensation laws, which the personnel have in the responding law enforcement department shall be extended to and include any geographic area necessary as a result of the request when these personnel are acting within the scope of authority conferred by this Agreement.

7. The party requesting law enforcement resources shall in no way be deemed liable or responsible for the personal property of the members of the responding law enforcement department that may be lost, stolen or damaged while performing their duties in responding under the terms of this Agreement.

8. The party responding to the request for law enforcement resources under the terms of this Agreement assumes all liability and responsibility as between the parties for damage to its own apparatus and/or equipment. The party responding also assumes all liability and responsibility between the parties for any damage caused by its own apparatus and/or negligence of its personnel while en route to or returning from the scene which necessitated the request for law enforcement resources.

9. The party responding under the terms of this Agreement assumes no responsibility or liability for property damaged or destroyed or bodily injury caused or sustained at the scene which necessitated the request for law enforcement resources due to actions that are taken in responding under this Agreement. The liability and responsibility as between the parties shall rest solely with the party requesting resources and within whose jurisdiction the property exists, or the incident occurs.

10. No compensation will be paid by the parties for the law enforcement resources provided under this Agreement.

11. The respective parties agree that no claim for compensation will be made by either against the other for loss, damage or personal injury occurring in the consequence of sharing of law enforcement resources under this Agreement, and all such rights or claims are hereby expressly waived.

12. Officers of the City Police Department are authorized to investigate criminal offenses that occur outside the city limits but which are related to offenses occurring inside their respective city limits. It is further understood that when officers of the City Police Department conduct investigations or execute arrest warrants in the county outside of the city limits, that the officers shall notify the County Sheriff's Department and shall, if possible, obtain the assistance of an officer of the County Sheriff's Department.

13. It is further understood that officers of the City Police Department shall assist the County Sheriff's Department inside the city limits, upon request, in the investigation of criminal offenses occurring in the county outside the city limits. Such assistance shall include, but is not limited to, the gathering of evidence, the obtaining of blood samples for purposes of drug and alcohol analysis, and the interviewing of witnesses and suspects.

14. This Agreement shall continue indefinitely until terminated. This Agreement may be terminated upon 30 days' written notice of either party. No further obligation or liabilities shall be imposed upon the withdrawing party after termination.

15. This Agreement shall be valid only when the City Mayor, Chief of Police, County Mayor and Sheriff of the respective political jurisdictions execute it pursuant to the ordinance/resolution of each jurisdiction authorizing such officers/individuals to execute it.

16. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the governmental entity for whom they sign.

For the City of \_\_\_\_\_:

By: \_\_\_\_\_  
City Mayor

By: \_\_\_\_\_  
Chief of Police

For the County of Hawkins:

By: Mark DeWitt  
County Mayor

By: Sheriff Ronnie Shum  
County Sheriff

INTERLOCAL AGREEMENT FOR NON-DISASTER RELATED AND/OR  
RECURRING SHARING OF LAW ENFORCEMENT RESOURCES  
by and between

Morristown Police Department & Jefferson City Police Department.

WHEREAS, Tenn. Code Ann. §§ 6-54-307 and 12-9-101, et. seq. authorizes governmental entities in this State to enter into agreements for the sharing of law enforcement resources;<sup>1</sup> and

WHEREAS, the parties hereto have chosen to avail themselves of the authority conferred by the above-referenced statutes and have entered into a written agreement governing the non-disaster related and recurring sharing of law enforcement resources; and

WHEREAS, the law enforcement resources of both the Morristown City Police Department and the Jefferson City Police Department are limited and necessitate cooperation of said agencies and utilization of all available resources; and

WHEREAS, in the judgment of the City of Morristown, this Interlocal Agreement is advantageous to and serves the public interest of the City; and

WHEREAS, in the judgment of the City of Jefferson City, this Interlocal Agreement is advantageous to and serves the public interest of the City.

THEREFORE, this agreement is entered into by and among the City of Morristown and the city of Jefferson City as of the 9<sup>th</sup> day of February, 2024, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties agree that the following law enforcement resources available and needed for the requested response will be shared per this Agreement.

2. The parties will respond to calls for sharing of the above-listed resources upon request made by the senior law enforcement officer [or his/her designee] of the requesting law enforcement agency to the senior law enforcement officer or [his/her designee] of the responding agency.

3. Upon request for and received as provided for in paragraph 1, the senior law enforcement officer [or his/her designee] of the responding party<sup>2</sup> will authorize a response to the request.

---

<sup>1</sup> This Agreement does not cover the sharing of resources provided for under the Mutual Aid and Emergency and Disaster Assistance Act codified at Tenn. Code Ann. § 58-8-101, et. seq. The Mutual Aid and Emergency and Disaster Assistance Act governs the sharing of resources based upon an “imminent threat of an event or an actual event and its aftermath, whether natural or manmade, that could lead to substantial body injury or property damage **and** that could lead [or does lead to] the declaration of a state of emergency.” *Id.* at § 58-8-102.

<sup>2</sup> The terms “responding party” and “requesting party” as used in this agreement refer to the referenced governmental entities and not the individual officer.

4. In cases where two or more requests for aid or assistance are made from differing jurisdictions at the same time, potentially making compliance with the requirements of this Agreement a burden on the responding party, the senior law enforcement officer [or his/her designee] of the responding party shall determine, based on a reasonable appraisal of the need for resources of the requesting jurisdiction, how best to respond to the request. The senior law enforcement officer [or his/her designee] of the responding party shall inform each requesting party of such designation.

5. In the situations outlined in paragraph 4 above, where compliance with the duties of this Agreement is a burden on the responding party, the requesting party or parties will not expect full compliance with those duties but will expect a fair appraisal of the need for the requested resources.

6. When law enforcement personnel are acting pursuant to this Agreement, the jurisdictions authority, rights, privileges, and immunities, including coverage under the workers' compensation laws, which the personnel have in the responding law enforcement department shall be extended to and include any geographic area necessary as a result of the request when these personnel are acting within the scope of authority conferred by this Agreement.

7. The party requesting law enforcement resources shall in no way be deemed liable or responsible for the personal property of the members of the responding law enforcement department that may be lost, stolen, or damaged while performing their duties in responding under the terms of this Agreement.

8. The party responding to the request for law enforcement resources under the terms of this Agreement assumes all liability and responsibility as between the parties for damage to its own apparatus and/or equipment. The party responding also assumes all liability and responsibility between the parties for any damage caused by its own apparatus and/or negligence of its personnel while en route to or returning from the scene which necessitated the request for law enforcement resources.

9. The party responding under the terms of this Agreement assumes no responsibility or liability for property damaged or destroyed or bodily injury caused or sustained at the scene which necessitated the request for law enforcement resources due to actions that are taken in responding under this Agreement. The liability and responsibility as between the parties shall rest solely with the party requesting resources and within whose jurisdiction the property exists, or the incident occurs.

10. No compensation will be paid by the parties for the law enforcement resources provided under this Agreement.

11. The parties agree that no claim for compensation will be made by either against the other for loss, damage or personal injury occurring in the consequence of sharing of law enforcement resources under this Agreement, and all such rights or claims are hereby expressly waived.

12. It is further understood that officers of either City Police Department are authorized to conduct investigations in both cities for crimes occurring within their respective jurisdictions. Such investigations may include, but are not limited to, the gathering of evidence and the interviewing of witnesses and suspects. The said officers are authorized to arrest offenders upon probable cause for such offenses under investigation, if necessary, and to arrest such offenders or others upon probable cause for criminal offenses occurring in the officers' presence. It is further understood that when officers of either City Police Department conduct investigations or execute arrest warrants in the other jurisdiction, that the officers shall notify the other City Police Department and shall, if possible, obtain the assistance of an officer of the other Department.

13. This Agreement shall continue indefinitely until terminated. This Agreement may be terminated upon 30 days' written notice of either party. No further obligation or liabilities shall be imposed upon the withdrawing party after termination.

14. This Agreement shall be valid only when the City Mayor and Chief of Police of the respective political jurisdictions execute it pursuant to the ordinance/resolution of each jurisdiction authorizing such officers/individuals to execute it.

15. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.



The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the governmental entity for whom they sign.

For the City of Jaffrey City :

By: Mitch Cain  
City Mayor

By: [Signature] 2/9/24  
Chief of Police

For the City of \_\_\_\_\_ :

By: \_\_\_\_\_  
City Mayor

By: \_\_\_\_\_  
Chief of Police

INTERLOCAL AGREEMENT FOR NON-DISASTER RELATED AND/OR  
RECURRING SHARING OF LAW ENFORCEMENT RESOURCES

by and between

Morristown Police Department & New Market Police Department.

WHEREAS, Tenn. Code Ann. §§ 6-54-307 and 12-9-101, et. seq. authorizes governmental entities in this State to enter into agreements for the sharing of law enforcement resources;<sup>1</sup> and

WHEREAS, the parties hereto have chosen to avail themselves of the authority conferred by the above-referenced statutes and have entered into a written agreement governing the non-disaster related and recurring sharing of law enforcement resources; and

WHEREAS, the law enforcement resources of both the Morristown City Police Department and the New Market Police Department are limited and necessitate cooperation of said agencies and utilization of all available resources; and

WHEREAS, in the judgment of the City of Morristown, this Interlocal Agreement is advantageous to and serves the public interest of the City; and

WHEREAS, in the judgment of the City of New Market, this Interlocal Agreement is advantageous to and serves the public interest of the City.

THEREFORE, this agreement is entered into by and among the City of Morristown and the city of New Market as of the 9<sup>th</sup> day of FEBRUARY, 2024, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties agree that the following law enforcement resources available and needed for the requested response will be shared per this Agreement.
2. The parties will respond to calls for sharing of the above-listed resources upon request made by the senior law enforcement officer [or his/her designee] of the requesting law enforcement agency to the senior law enforcement officer or [his/her designee] of the responding agency.
3. Upon request for and received as provided for in paragraph 1, the senior law enforcement officer [or his/her designee] of the responding party<sup>2</sup> will authorize a response to the request.

---

<sup>1</sup> This Agreement does not cover the sharing of resources provided for under the Mutual Aid and Emergency and Disaster Assistance Act codified at Tenn. Code Ann. § 58-8-101, et. seq. The Mutual Aid and Emergency and Disaster Assistance Act governs the sharing of resources based upon an "imminent threat of an event or an actual event and its aftermath, whether natural or manmade, that could lead to substantial body injury or property damage and that could lead [or does lead to] the declaration of a state of emergency." *Id.* at § 58-8-102.

<sup>2</sup> The terms "responding party" and "requesting party" as used in this agreement refer to the referenced governmental entities and not the individual officer.

4. In cases where two or more requests for aid or assistance are made from differing jurisdictions at the same time, potentially making compliance with the requirements of this Agreement a burden on the responding party, the senior law enforcement officer [or his/her designee] of the responding party shall determine, based on a reasonable appraisal of the need for resources of the requesting jurisdiction, how best to respond to the request. The senior law enforcement officer [or his/her designee] of the responding party shall inform each requesting party of such designation.

5. In the situations outlined in paragraph 4 above, where compliance with the duties of this Agreement is a burden on the responding party, the requesting party or parties will not expect full compliance with those duties but will expect a fair appraisal of the need for the requested resources.

6. When law enforcement personnel are acting pursuant to this Agreement, the jurisdictions authority, rights, privileges, and immunities, including coverage under the workers' compensation laws, which the personnel have in the responding law enforcement department shall be extended to and include any geographic area necessary as a result of the request when these personnel are acting within the scope of authority conferred by this Agreement.

7. The party requesting law enforcement resources shall in no way be deemed liable or responsible for the personal property of the members of the responding law enforcement department that may be lost, stolen, or damaged while performing their duties in responding under the terms of this Agreement.

8. The party responding to the request for law enforcement resources under the terms of this Agreement assumes all liability and responsibility as between the parties for damage to its own apparatus and/or equipment. The party responding also assumes all liability and responsibility between the parties for any damage caused by its own apparatus and/or negligence of its personnel while en route to or returning from the scene which necessitated the request for law enforcement resources.

9. The party responding under the terms of this Agreement assumes no responsibility or liability for property damaged or destroyed or bodily injury caused or sustained at the scene which necessitated the request for law enforcement resources due to actions that are taken in responding under this Agreement. The liability and responsibility as between the parties shall rest solely with the party requesting resources and within whose jurisdiction the property exists, or the incident occurs.

10. No compensation will be paid by the parties for the law enforcement resources provided under this Agreement.

11. The parties agree that no claim for compensation will be made by either against the other for loss, damage or personal injury occurring in the consequence of sharing of law enforcement resources under this Agreement, and all such rights or claims are hereby expressly waived.

12. It is further understood that officers of either City Police Department are authorized to conduct investigations in both cities for crimes occurring within their respective jurisdictions. Such investigations may include, but are not limited to, the gathering of evidence and the interviewing of witnesses and suspects. The said officers are authorized to arrest offenders upon probable cause for such offenses under investigation, if necessary, and to arrest such offenders or others upon probable cause for criminal offenses occurring in the officers' presence. It is further understood that when officers of either City Police Department conduct investigations or execute arrest warrants in the other jurisdiction, that the officers shall notify the other City Police Department and shall, if possible, obtain the assistance of an officer of the other Department.

13. This Agreement shall continue indefinitely until terminated. This Agreement may be terminated upon 30 days' written notice of either party. No further obligation or liabilities shall be imposed upon the withdrawing party after termination.

14. This Agreement shall be valid only when the City Mayor and Chief of Police of the respective political jurisdictions execute it pursuant to the ordinance/resolution of each jurisdiction authorizing such officers/individuals to execute it.

15. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.


The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the governmental entity for whom they sign.

**For the City of \_\_\_\_\_:**

By: \_\_\_\_\_  
City Mayor

By: \_\_\_\_\_  
Chief of Police

**For the City of New Market, TN:**

By:   
City Mayor

By:   
Chief of Police

INTERLOCAL AGREEMENT FOR NON-DISASTER RELATED AND/OR  
RECURRING SHARING OF LAW ENFORCEMENT RESOURCES

by and between  
Morristown Police Department & Newport Police Department.

WHEREAS, Tenn. Code Ann. §§ 6-54-307 and 12-9-101, et. seq. authorizes governmental entities in this State to enter into agreements for the sharing of law enforcement resources;<sup>1</sup> and

WHEREAS, the parties hereto have chosen to avail themselves of the authority conferred by the above-referenced statutes and have entered into a written agreement governing the non-disaster related and recurring sharing of law enforcement resources; and

WHEREAS, the law enforcement resources of both the Morristown City Police Department and the Newport City Police Department are limited and necessitate cooperation of said agencies and utilization of all available resources; and

WHEREAS, in the judgment of the City of Morristown, this Interlocal Agreement is advantageous to and serves the public interest of the City; and

WHEREAS, in the judgment of the City of Newport, this Interlocal Agreement is advantageous to and serves the public interest of the City.

THEREFORE, this agreement is entered into by and among the City of Morristown and the city of Newport as of the 31 day of January, 2024, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties agree that the following law enforcement resources available and needed for the requested response will be shared per this Agreement.
2. The parties will respond to calls for sharing of the above-listed resources upon request made by the senior law enforcement officer [or his/her designee] of the requesting law enforcement agency to the senior law enforcement officer or [his/her designee] of the responding agency.
3. Upon request for and received as provided for in paragraph 1, the senior law enforcement officer [or his/her designee] of the responding party<sup>2</sup> will authorize a response to the request.

---

<sup>1</sup> This Agreement does not cover the sharing of resources provided for under the Mutual Aid and Emergency and Disaster Assistance Act codified at Tenn. Code Ann. § 58-8-101, et. seq. The Mutual Aid and Emergency and Disaster Assistance Act governs the sharing of resources based upon an "imminent threat of an event or an actual event and its aftermath, whether natural or manmade, that could lead to substantial body injury or property damage **and** that could lead [or does lead to] the declaration of a state of emergency." *Id.* at § 58-8-102.

<sup>2</sup> The terms "responding party" and "requesting party" as used in this agreement refer to the referenced governmental entities and not the individual officer.



4. In cases where two or more requests for aid or assistance are made from differing jurisdictions at the same time, potentially making compliance with the requirements of this Agreement a burden on the responding party, the senior law enforcement officer [or his/her designee] of the responding party shall determine, based on a reasonable appraisal of the need for resources of the requesting jurisdiction, how best to respond to the request. The senior law enforcement officer [or his/her designee] of the responding party shall inform each requesting party of such designation.

5. In the situations outlined in paragraph 4 above, where compliance with the duties of this Agreement is a burden on the responding party, the requesting party or parties will not expect full compliance with those duties but will expect a fair appraisal of the need for the requested resources.

6. When law enforcement personnel are acting pursuant to this Agreement, the jurisdictions authority, rights, privileges, and immunities, including coverage under the workers' compensation laws, which the personnel have in the responding law enforcement department shall be extended to and include any geographic area necessary as a result of the request when these personnel are acting within the scope of authority conferred by this Agreement.

7. The party requesting law enforcement resources shall in no way be deemed liable or responsible for the personal property of the members of the responding law enforcement department that may be lost, stolen, or damaged while performing their duties in responding under the terms of this Agreement.

8. The party responding to the request for law enforcement resources under the terms of this Agreement assumes all liability and responsibility as between the parties for damage to its own apparatus and/or equipment. The party responding also assumes all liability and responsibility between the parties for any damage caused by its own apparatus and/or negligence of its personnel while en route to or returning from the scene which necessitated the request for law enforcement resources.

9. The party responding under the terms of this Agreement assumes no responsibility or liability for property damaged or destroyed or bodily injury caused or sustained at the scene which necessitated the request for law enforcement resources due to actions that are taken in responding under this Agreement. The liability and responsibility as between the parties shall rest solely with the party requesting resources and within whose jurisdiction the property exists, or the incident occurs.

10. No compensation will be paid by the parties for the law enforcement resources provided under this Agreement.

11. The parties agree that no claim for compensation will be made by either against the other for loss, damage or personal injury occurring in the consequence of sharing of law enforcement resources under this Agreement, and all such rights or claims are hereby expressly waived.

12. It is further understood that officers of either City Police Department are authorized to conduct investigations in both cities for crimes occurring within their respective jurisdictions. Such investigations may include, but are not limited to, the gathering of evidence and the interviewing of witnesses and suspects. The said officers are authorized to arrest offenders upon probable cause for such offenses under investigation, if necessary, and to arrest such offenders or others upon probable cause for criminal offenses occurring in the officers' presence. It is further understood that when officers of either City Police Department conduct investigations or execute arrest warrants in the other jurisdiction, that the officers shall notify the other City Police Department and shall, if possible, obtain the assistance of an officer of the other Department.

13. This Agreement shall continue indefinitely until terminated. This Agreement may be terminated upon 30 days' written notice of either party. No further obligation or liabilities shall be imposed upon the withdrawing party after termination.

14. This Agreement shall be valid only when the City Mayor and Chief of Police of the respective political jurisdictions execute it pursuant to the ordinance/resolution of each jurisdiction authorizing such officers/individuals to execute it.

15. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the governmental entity for whom they sign.

For the City of NEWPORT:

By:   
City Mayor

By:   
Chief of Police

For the City of \_\_\_\_\_:

By: \_\_\_\_\_  
City Mayor

By: \_\_\_\_\_  
Chief of Police