

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
MARCH 1, 2016 – 5:00 P.M.**

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

Dr. Gary Brewster, Chaplain, Morristown Police Department

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. February 16, 2016

6. PROCLAMATIONS/PRESENTATIONS

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

8. OLD BUSINESS

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

1. Ordinance No. 3533

Being an Ordinance of the City Council for the City of Morristown, Tennessee, Amending Title 1 of the Morristown Municipal Code. (General Administration)

2. Ordinance No. 3534

Being an Ordinance of the City Council for the City of Morristown, Tennessee, Amending Title 2 of the Morristown Municipal Code. (Boards and Commissions, Etc.)

3. Ordinance No. 3535

Being an Ordinance of the City Council for the City of Morristown, Tennessee, Amending Title 3 of the Morristown Municipal Code. (Municipal Court)

4. Ordinance No. 3536

Being an Ordinance of the City Council for the City of Morristown, Tennessee, Amending Title 4 of the Morristown Municipal Code. (Municipal Personnel)

5. Ordinance No. 3537
Being an Ordinance of the City Council for the City of Morristown, Tennessee, Amending Title 5 of the Morristown Municipal Code. (Municipal Finance & Taxation)
6. Ordinance No. 3538
Being an Ordinance of the City Council for the City of Morristown, Tennessee, Amending Title 6 of the Morristown Municipal Code. (Law Enforcement)
7. Ordinance No. 3539
Being an Ordinance of the City Council for the City of Morristown, Tennessee, Amending Title 7 of the Morristown Municipal Code. (Fire Protection & Fireworks)
8. Ordinance No. 3540
Being an Ordinance of the City Council for the City of Morristown, Tennessee, Amending Title 12 of the Morristown Municipal Code. (Building, Utility, Etc., Codes)
9. Ordinance No. 3541
Being an Ordinance of the City Council for the City of Morristown, Tennessee, Amending Title 13 of the Morristown Municipal Code. (Property Maintenance Regs)
10. Ordinance No. 3542
Being an Ordinance of the City Council for the City of Morristown, Tennessee, Amending Title 18 of the Morristown Municipal Code. (Water & Sewers)
11. Ordinance No. 3543
Being an Ordinance of the City Council of Morristown, Tennessee, Amending Title 14, Zoning and Land Use Control, Chapter 22. (Municipal Floodplain Zoning Ordinance)

9. NEW BUSINESS

9-a. Resolutions

9-b. Introduction and First Reading of Ordinances

9-c. Awarding of Bids/Contracts

1. Approve contract in lieu of performance bonds for the Hamblen County Morristown, TN Sanitary Landfills, Permits #SNL320000152 Extension and SNL320000152 Original.
2. Bid/Contract to TruTech, Inc. in the amount of \$23,500 for Rose Center Bat Remediation.

3. Bid/Contract to Mattern & Craig, Inc. for Engineering, Design & Bidding Negotiation Services for West Andrew Johnson Highway Project in the amount of \$165,020.
4. Approve Amendment with McGill Associates for Turkey Creek Greenway Phases 4 & 5 Agreement in order to conduct a Phase I Environment Study for the Turkey Creek Greenway project in the lump sum fee of \$7,000.
5. Approve Proposal from Strategic Services Company, LLC, to develop a Concept Plan for the Public Works Department in the lump sum fee of \$90,000.
6. Approve Purchase of Smithco Super Star Infield Conditioner for Parks & Recreation Department in the amount of \$15,878.80.

9-d. Board/Commission Appointments

9-e. New Issues

1. Police Department hiring of three (3) entry-level Patrol Officers.

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

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

March 10, 2016	(Thurs) 7:00 p.m.	City Council Listening Roundtable Panther Springs Methodist Church
March 15, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
March 15, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
March 25, 2016	(Friday)	City Employee's Holiday Good Friday
April 5, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
April 19, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
April 19, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
May 3, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
May 17, 2016	(Tues) 4:00 p.m.	Finance Committee Meeting
May 17, 2016	(Tues) 5:00 p.m.	Regular City Council Meeting with Work Session
May 30, 2016	(Monday)	City Employee's Holiday Memorial Day

**WORK SESSION AGENDA
MARCH 1, 2016
5:00 p.m.**

1. Alcohol Ordinance Review.

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
FEBRUARY 16, 2016**

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 16, 2016, with the Honorable Mayor Gary Chesney, presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis, Ken Smith and Tommy Pedigo.

Jonathan Bewley, Chaplain, Morristown Police Department led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Senter made a motion to approve the February 2, 2016, minutes as circulated. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held regarding Ordinance No. 3531.

Councilmember Alvis made a motion to approve Ordinance No. 3531 on second and final reading. Councilmember Smith seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3531
Being an Ordinance of the City Council of Morristown, Tennessee
Amending Title 16, Chapter 1, Section 114 of the Morristown
Municipal Code. (Special Uses Regulated)

A Public Hearing was held regarding Ordinance No. 3532.

Councilmember Pedigo made a motion to approve Ordinance No. 3532 on second and final reading. Councilmember Bivens seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3532
Being an Ordinance of the City Council for the City of Morristown,
Tennessee, Amending Title 9 Chapter 2 of the Morristown Municipal
Code. (Farmers Market)

Councilmember Senter made a motion to approve Ordinance No. 3533 on first reading and schedule a public hearing relative to final passage of said ordinance for March 1, 2016. Councilmember Bivens seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3533
Being an Ordinance of the City Council for the City of Morristown,
Tennessee, Amending Title 1 of the Morristown Municipal Code.
(General Administration)

Councilmember Pedigo made a motion to approve Ordinance No. 3534 on first reading and schedule a public hearing relative to final passage of said ordinance for March 1, 2016. Councilmember Alvis seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3534
Being an Ordinance of the City Council for the City of Morristown,
Tennessee, Amending Title 2 of the Morristown Municipal Code.
(Boards and Commissions, Etc.)

Councilmember Smith made a motion to approve Ordinance No. 3535 on first reading and schedule a public hearing relative to final passage of said ordinance for March 1, 2016. Councilmember Pedigo seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3535
Being an Ordinance of the City Council for the City of Morristown,
Tennessee, Amending Title 3 of the Morristown Municipal Code.
(Municipal Court)

Councilmember Bivens made a motion to approve Ordinance No. 3536 on first reading and schedule a public hearing relative to final passage of said ordinance for March 1, 2016. Councilmember Pedigo seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3536
Being an Ordinance of the City Council for the City of Morristown,
Tennessee, Amending Title 4 of the Morristown Municipal Code.
(Municipal Personnel)

Councilmember Senter made a motion to approve Ordinance No. 3537 on first reading and schedule a public hearing relative to final passage of said ordinance for March 1, 2016. Councilmember Alvis seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3537
Being an Ordinance of the City Council for the City of Morristown,
Tennessee, Amending Title 5 of the Morristown Municipal Code.
(Municipal Finance & Taxation)

Councilmember Alvis made a motion to approve Ordinance No. 3538 on first reading and schedule a public hearing relative to final passage of said ordinance for March 1, 2016. Councilmember Smith seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3538

Being an Ordinance of the City Council for the City of Morristown, Tennessee, Amending Title 6 of the Morristown Municipal Code. (Law Enforcement)

Councilmember Senter made a motion to approve Ordinance No. 3539 on first reading and schedule a public hearing relative to final passage of said ordinance for March 1, 2016. Councilmember Smith seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3539

Being an Ordinance of the City Council for the City of Morristown, Tennessee, Amending Title 7 of the Morristown Municipal Code. (Fire Protection & Fireworks)

Councilmember Pedigo made a motion to approve Ordinance No. 3540 on first reading and schedule a public hearing relative to final passage of said ordinance for March 1, 2016. Councilmember Smith seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3540

Being an Ordinance of the City Council for the City of Morristown, Tennessee, Amending Title 12 of the Morristown Municipal Code. (Building, Utility, Etc., Codes)

Councilmember Senter made a motion to approve Ordinance No. 3541 on first reading and schedule a public hearing relative to final passage of said ordinance for March 1, 2016. Councilmember Bivens seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3541

Being an Ordinance of the City Council for the City of Morristown, Tennessee, Amending Title 13 of the Morristown Municipal Code. (Property Maintenance Regs)

Councilmember Smith made a motion to approve Ordinance No. 3542 on first reading and schedule a public hearing relative to final passage of said ordinance for March 1, 2016. Councilmember Bivens seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3542

Being an Ordinance of the City Council for the City of Morristown, Tennessee, Amending Title 18 of the Morristown Municipal Code. (Water & Sewers)

Councilmember Senter made a motion to approve Ordinance No. 3543 on first reading and schedule a public hearing relative to final passage of said ordinance for March 1, 2016. Councilmember Smith seconded the motion and upon roll call; all voted: "aye".

Ordinance No. 3543

Being an Ordinance of the City Council of Morristown, Tennessee, Amending Title 14, Zoning and Land Use Control, Chapter 22. (Municipal Floodplain Zoning Ordinance)

Councilmember Bivens made a motion to approve the contract amendment (Task Order 004-B) for Construction Engineering Inspection (CEI) to Kimley-Horn Associations for Safe Routes to School Project in the amount of \$52,500. Councilmember Smith seconded the motion and upon roll call; all voted: "aye".

Councilmember Pedigo made a motion to approve change order #1 (final) for Right Turn Lane on Walters Drive, to adjust the initial estimates to match the actual quantities installed and to add 22 days to the contract for delays in fabrication and delivery of the signal poles, to Summers-Taylor in the amount of \$6,178.34 bringing contract price from \$87,597.75 to \$93,776.09. Councilmember Alvis seconded the motion and upon roll call; all voted: "aye".

Councilmember Alvis made a motion to approve Bid/Contract for Parks & Recreation Equipment to BK Graphics and BSN Sports. Councilmember Pedigo seconded the motion and upon roll call; all voted: "aye".

Councilmember Senter made a motion to approve Bid/Contract for Public Works Uniforms to Access Solutions. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve Bid/Contract for Overhead Sidewalk repair to Herrco, Inc. in the amount of \$58,300. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Mayor Chesney re-appointed William Thompson and appointed Teresa Trent to the Morristown Regional Planning Commission for four (4) year terms; terms expiring March 1, 2020.

Councilmember Alvis made a motion to declare the following items as surplus property and authorizing the disposal thereof: Six (6) plastic three (3) section traffic signal housings, and one (1) plastic four (4) section traffic signal housing. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the Certificate of Compliance for Charles Hodge and Cynthia Shoun owners of the retail package store located at 3401 West Andrew Johnson Highway, DBA Chuck's Package Store. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the Certificate of Compliance for Larry Bolton owner of the retail package store located at 1405 West Morris Boulevard, DBA The Cellar, Inc. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Mayor Chesney adjourned the February 16, 2016, City Council meeting at 5:40 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. 3533
BEING AN ORDINANCE OF THE CITY COUNCIL FOR THE
CITY OF MORRISTOWN, TENNESSEE, AMENDING TITLE 1
OF THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MORRISTOWN
TENNESSEE, THAT TITLE 1 OF THE MUNICIPAL CODE IS AMENDED AS
FOLLOWS:

TITLE 1

Chapter 1
Municipal Wards

SECTION

Sec. 1-102. Polling places and general city elections, is deleted in its entirety.

Chapter 2
City Council

Sec. 1-207. General rules of order, is deleted in its entirety and substituted
therefore is the following:

1-207. General rules of order.

The rules of order and parliamentary procedure contained in Robert's Rules
of Order Newly Revised, 11th Edition, shall govern the transaction of business by
and before the city council at its meetings in all cases to which they are applicable
and in which they are not inconsistent with provisions of the charter, this code, or
other ordinances of the city.

Chapter 3
Mayor

Sec. 1-301. Presiding officer of council is deleted in its entirety.

Sec. 1-303. Jurisdiction to try offenses under city ordinances is deleted in its
entirety.

Sec. 1-304. Authority to summon aid is deleted in its entirety.

Chapter 4
City Administrator

Sec. 1-401. To be bonded is deleted in its entirety.

Sec. 1-402. Duties as executive head, section (a) is deleted in its entirety.

Sec. 1-403. Authority to summon aid is added.

Sec. 1-403. Authority to summon aid.

The city administrator may summon the police of the city to aid in preventing or quelling any riot, unlawful assembly, or breach of the peace.

Sec. 1-404. Is added to read as follows:

Sec. 1-404. Sec. 1-503. City Administrator as clerk.

The City Administrator or his designee shall assume the duties previously held by the City Recorder. The City Administrator or designee will act as clerk of the city and the city council. The clerk shall:

- (1) Attend all meetings of the city council.
- (2) Keep a record of the proceedings at all meetings of the city council.
- (3) Keep, in a well-bound book, a copy of all ordinances, resolutions, and orders of the city council.
- (4) Have custody of and preserve in his office the city seal, all public records of the city, providing copies and certifying copies of official records, papers and documents per TCA §6-54-120(1)(D).
- (5) Have power to administer oaths.
- (6) Keep a record of all licenses and permits issued on behalf of the city.

Sec. 1-405. Is added to read as follows:

Sec. 1-405. City Administrator as treasurer.

The City Administrator or his designee shall act as treasurer of the city. All funds belonging to the city shall be placed in the city depository. The treasurer shall:

- (1) Be the custodian of all funds of the city.
- (2) Pay out of the funds of the city, from time to time, upon the order of the city council.
- (3) Draw checks on the city funds, which checks shall be signed by two of the following: City Administrator and countersigned by the mayor or assistant city administrator and countersigned by the administrative services director. Such checks shall show on their face the account on which they are drawn.
- (4) At the end of each month, have the accounts balanced at the city depository and have the exact status of the accounts ascertained.
- (5) Keep accounts separate. For example, the general account shall be kept separate from all special accounts.
- (6) Keep a record of all money accruing to the city from rents, leases, licenses, contracts, franchises, or any other source whatsoever, and of all deeds, bonds, notes, mortgages, agreements, and obligations. If any person shall fail or refuse to comply with agreement, note, bond, mortgage, contract, covenant, or other obligation, the City Administrator or his designee as recorder shall notify the city council of such failure or refusal. The city council may direct such obligation to be sued for or may take such other action as they shall deem expedient to force compliance therewith.
- (7) Collect all debts that may come due to the city from rents, leases, fines, or from any source whatsoever.
- (8) Provide monthly or special financial statements.

Sec. 1-406. Is added to read as follows:

Sec. 1-406. Additional duties.

The City Administrator has the duty to hire someone as "City Engineer". The city administrator shall designate a person or outside agencies to perform the function of city engineer and the person or outside agencies may be discharged by the city administrator at any time. Any reference to the City Engineer, City Recorder, Tax Collector, etc., will fall under the duties and authority of the City Administrator or his designee.

The City Administrator or his designee shall have such additional duties as may be imposed upon him by general state law, the charter of the city, or by the city council.

Chapter 5

Title of Recorder, is deleted in its entirety

Chapter 6
City Attorney

Sec. 1-603. Qualifications, is deleted in its entirety and substituted therefore the following:

Sec. 1-603. Qualifications.

The city attorney shall be a licensed attorney entitled to practice in the courts of the state of Tennessee.

Chapter 7
City Engineer
Title of City Engineer, is deleted in its entirety

PASSED ON FIRST READING THIS THE 16th DAY OF FEBRUARY, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 1ST DAY OF
FEBRUARY, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

**ORDINANCE NO. 3534
BEING AN ORDINANCE OF THE CITY COUNCIL FOR THE
CITY OF MORRISTOWN, TENNESSEE, AMENDING TITLE 2
OF THE MORRISTOWN MUNICIPAL CODE.**

BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MORRISTOWN
TENNESSEE, THAT TITLE 2 OF THE MUNICIPAL CODE IS AMENDED AS
FOLLOWS:

TITLE 2

**Chapter 4
Morristown Utilities Commission**

Chapter 4. Morristown utilities commission, is deleted in its entirety.

PASSED ON FIRST READING THIS THE 16TH DAY OF FEBRUARY, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 1ST DAY OF MARCH,
2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

**ORDINANCE NO. 3535
BEING AN ORDINANCE OF THE CITY COUNCIL FOR THE
CITY OF MORRISTOWN, TENNESSEE, AMENDING TITLE 3
OF THE MORRISTOWN MUNICIPAL CODE.**

BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MORRISTOWN
TENNESSEE, THAT TITLE 3 OF THE MUNICIPAL CODE IS AMENDED AS
FOLLOWS:

TITLE 3

**Chapter 1
City Court**

SECTION

Sec. 3-101. Issuance of warrant for arrest of offenders, is deleted in its entirety.

Sec. 3-102. Order of trial of offenders; continuance of cases, is deleted in its entirety
and substituted therefore is the following:

Sec. 3-102 City Court Procedure.

All persons accused of violating the provisions of this code or other city
ordinances shall appear at City Court on the day and time stated on the warrant or
citation. Upon his or her appearance in Court, he or she shall check-in with the City
Judge's clerk. The City Judge or his clerk shall schedule the order of trials. If either
the City or the Defendant requests a continuance, upon a showing of good cause, the
City Judge may continue the case to a date certain.

Sec. 3-103. Collection of fines and costs; imprisonment for failure to pay fine, is
deleted in its entirety.

Sec. 3-104. Responsibility of officers to obtain security before releasing persons
convicted of offenses, is deleted in its entirety.

Sec. 3-105. Power of mayor, recorder, and police to make arrests, is deleted in its
entirety.

Sec. 3-106. Authority of mayor and recorder to punish for contempt, is deleted in its
entirety and substituted therefore the following:

Sec. 3-106. Authority of city court to punish for contempt

The city court shall have power to the same extent as have general sessions courts under the laws of the state to punish for any contempt of court in the trial of any case before them.

Sec. 3-107. Summons-failure to appear or testify, is deleted in its entirety and substituted therefore the following:

Sec. 3-107. Summons – failure to appear or testify.

It shall be unlawful for any person to fail to appear or, on appearing, refuse to testify in any case before the city court, after being duly summoned by the chief of police or other proper officer. Such person shall also be guilty of a contempt of court, and may be fined therefor in accordance with the general penalty clause of this code.

Sec. 3-109. Court costs, is deleted in its entirety and substituted therefore is the following:

Sec. 3-109. Court costs.

When imposed, court costs, including clerical fees for all municipal charges shall be set at \$25.00 per charge. Such costs are in addition to state and municipal litigation taxes.

Chapter 2 City Judge

Sec. 3-203. Trial jurisdiction, is deleted in its entirety and substituted therefore the following:

Sec. 3-203. Trial jurisdiction.

The city judge shall have jurisdiction to try violations of the Morristown Municipal Code and other ordinances of this city. The City Judge shall also have jurisdiction to enforce any municipal law or ordinance that mirrors, substantially duplicates or incorporate by cross-reference the language of a state criminal statute, if and only if the state criminal statute mirrored, duplicated or cross-references is a Class C misdemeanor and the maximum penalty prescribed by municipal law or ordinance is a civil fine not in excess of fifty (\$50.00).

He shall have power and authority to impose fines, costs, and forfeitures for violations of the ordinances of this city; to preserve and enforce order in his court and to enforce the collection of all fines costs, and forfeitures imposed by him.

He shall keep or cause to be kept a court docket embodying complete detailed records of all cases handled by him.

PASSED ON FIRST READING THIS THE 16TH DAY OF FEBRUARY, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 1ST DAY OF
FEBRUARY, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. 3536
BEING AN ORDINANCE OF THE CITY COUNCIL FOR THE
CITY OF MORRISTOWN, TENNESSEE, AMENDING TITLE 4
OF THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MORRISTOWN
TENNESSEE, THAT TITLE 4 OF THE MUNICIPAL CODE IS AMENDED AS
FOLLOWS:

TITLE 4

Municipal Personnel

Title 4 Municipal Personnel, is deleted in its entirety and substituted therefore is
the following:

Sec. 4-101. Declaration of policy.

The City of Morristown has hereby adopted personnel policies that apply
fairly, impartially, and uniformly, to the extent practicable, to each department of
the municipal government. A copy of these personnel policies are kept in the office
of the City Administrator and will be made available to employees upon request.

Sec. 4-102. Travel and Expense policy.

The City of Morristown shall pay the expenses of the mayor or any member of
the City Council, and any official or employee of the City, pursuant to the terms of
the City's travel and expense reimbursement policy. A copy of this policy shall be
kept in the office of the City Administrator and will be made available upon request.

PASSED ON FIRST READING THIS THE 16TH DAY OF FEBRUARY, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 1ST DAY OF MARCH,
2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. 3537
BEING AN ORDINANCE OF THE CITY COUNCIL FOR THE
CITY OF MORRISTOWN, TENNESSEE, AMENDING TITLE 5
OF THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MORRISTOWN
TENNESSEE, THAT TITLE 5 OF THE MUNICIPAL CODE IS AMENDED AS
FOLLOWS:

TITLE 5

Chapter 6
Sales and Use Tax

SECTION

Sec. 5-601. Sales and use tax levied, section (a) is deleted in its entirety and
substituted therefore is the following:

Sec. 5-601. Sales and use tax levied.

(a) There is levied a local sales and use tax within the corporate limits of the
municipality at a rate of 2.75%, not to exceed the maximum percentage as stated in
the Local Option Revenue Act, T.C.A. §67-6-702.

PASSED ON FIRST READING THIS THE 16TH DAY OF FEBRUARY, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 1ST DAY OF MARCH,
2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. 3538
BEING AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY
OF MORRISTOWN TENNESSEE, AMENDING TITLE 6 OF THE
MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MORRISTOWN
TENNESSEE, THAT TITLE 6 OF THE MUNICIPAL CODE IS AMENDED AS
FOLLOWS:

TITLE 6

Chapter 1
Law Enforcement

SECTION

Sec. 6-105. Resisting or obstructing police, is deleted in its entirety and substituted
therefore is the following:

Sec. 6-105. Resisting stop, frisk, halt, arrest or search.

It shall be unlawful for any person to resist, obstruct, or oppose any
policeman or any person duly empowered with police authority while in the
discharge or apparent discharge of his duty, or in any way interfere with or hinder
him in the discharge of his duty.

Sec. 6-106 Impersonating police officers, is deleted in its entirety and substituted
therefore is the following:

Sec. 6-106. Impersonating police officers.

It shall be unlawful for any person to hold himself out as a police officer of the
city; nor shall any person falsely assert that he has the authority or right to exercise
the powers of any police officer of the city.

Section 6-107. Policemen may require assistance in making arrests, is deleted in its
entirety.

Chapter 3
Sheriff

Chapter 3 Sheriff is deleted in its entirety.

PASSED ON FIRST READING THIS THE 16TH DAY OF FEBRUARY, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 1ST DAY OF MARCH,
2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. 3539
BEING AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY
OF MORRISTOWN TENNESSEE, AMENDING TITLE 7 OF THE
MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MORRISTOWN
TENNESSEE, THAT TITLE 7 OF THE MUNICIPAL CODE IS AMENDED AS
FOLLOWS:

TITLE 7
FIRE PROTECTION & FIREWORKS

Chapter 1 Fire District, is deleted in its entirety and moved to Title 12.

Chapter 2 Fire Code, is deleted in its entirety and moved to Title 12.

Chapter 3
Fire Department

Sec. 7-302. Chief of fire department—police powers; enforcement of fire prevention regulations, is deleted in its entirety and substituted therefore is the following:

Sec. 7-302. Fire Chief or his designee is authorized to enforce fire prevention regulations.

Fire Chief or his designee is hereby authorized to enforce all provisions of this code relative to fire prevention.

Sec. 7-303. Authority to inspect buildings for fire hazards; report to city council, is deleted in its entirety and substituted therefore is the following:

Sec. 7-303. Authority to inspect buildings for fire hazards.

The Fire Chief or his designee is hereby vested with power and authority to inspect all buildings within the city. He shall have the right to inspect the condition of all buildings within the city with a view to determining whether or not they contain fire hazards, and shall have the right to give notice to the owner or occupant of any building containing such fire hazards to remove or remedy the same. He shall report the conditions of such buildings to the Fire Chief for such action as the Fire Chief may deem proper to take in the premises. It shall be unlawful for any owner or occupant of any building in the city to refuse to allow the Fire Chief or his Designee the right to inspect such building.

Sec. 7-304. Clothing and equipment to be furnished to firemen, is deleted in its entirety and substituted therefore is the following:

Sec. 7-304. Uniforms and protective equipment.

On duty uniforms for day to day use along with Personal Protective Equipment (PPE) will be furnished to fire personnel.

Chapter 4
Reserve Fire Force

Chapter 4. Reserve Fire Force, is deleted in its entirety.

PASSED ON FIRST READING THIS THE 16TH DAY OF FEBRUARY, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 1ST DAY OF MARCH, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. 3540
BEING AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY
OF MORRISTOWN TENNESSEE, AMENDING TITLE 12 OF THE
MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MORRISTOWN
TENNESSEE, THAT TITLE 12 OF THE MUNICIPAL CODE IS AMENDED AS
FOLLOWS:

TITLE 12
BUILDING, UTILITY, ETC., CODES

Add Chapter 1 Fire District

Sec. 12-101. Fire limits described.

The fire limits of the city are hereby described as follows:

That area bounded on the west by Jackson Street, on the east by Daisy
Street, on the south by Second South Street and on the north by Third Street.

Add Chapter 2 Fire Code

Sec. 12-201. Fire code adopted.

NFPA 1 Uniform Fire Code, 2006 edition including all standards listed in
chapter 2 except for NFPA 5000 and deleting section 24.3.5.1 from NFPA 101 Life
Safety Code, 2006 edition.

Note— Copies of the fire prevention code are available from the National Fire
Protection Association, Inc., 1 Batterymarch Park, Quincy, MA 02269-9101.

Sec. 12-202. Modifications

The Fire Code adopted in Sec. 12-201 is modified by deleting therefrom
Chapter 1.10 titled “Board of Appeals”, in its entirety; section 12-206 below shall
control appeals.

Sec. 12-203. Definition of “municipality”.

Whenever the word “municipality” is used in the NFPA 1 Uniform Fire Code
or referenced Codes herein adopted, it shall be held to mean the City of Morristown,
Tennessee.

Sec. 12-204. Gasoline trucks.

No person shall operate or park any gasoline tank truck within the central business district or within any residential area at any time except for the purpose of and while actually engaged in the expeditious delivery of gasoline.

Sec. 12-205. Variances.

The chief of the fire department may recommend to the board of mayor and aldermen variances from the provisions of the fire prevention code upon application in writing by any property owner or lessee, or the duly authorized agent of either, when there are practical difficulties in the way of carrying out the strict letter of the code, provided that the spirit of the code shall be observed, public safety secured, and substantial justice done. The particulars of such variances when granted or allowed shall be contained in a resolution of the board of mayor and aldermen.

Sec. 12-206. Violations and penalties.

It shall be unlawful for any person to violate any of the provisions of this chapter or the fire prevention code hereby adopted, or fail to comply therewith, or violate or fail to comply with any order made thereunder; or build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been modified by the board of mayor and aldermen or by a court of competent jurisdiction, within the time fixed herein. The application of a penalty under the general penalty clause for the municipal code shall not be held to prevent the enforced removal of prohibited conditions.

Chapter 7
Codes Adopted

Sec. 12-701. – Codes adopted is amended by deleting item (9) NFPA 1 Uniform Fire Code in its entirety.

PASSED ON FIRST READING THIS THE 16TH DAY OF FEBRUARY, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 1ST DAY OF MARCH,
2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. 3541
BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 13 OF THE MORRISTOWN MUNICIPAL
CODE.

Be it ordained by the City Council for the City of Morristown Title 13 of the Municipal Code insofar as Section 13-202 Definitions and Section 13-208 Lien for expenses, sale of salvaged materials, other powers not limited are concerned.

TITLE 13
PROPERTY MAINTENANCE REGS

Section I.

WHEREAS, the following amendments are 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 Sec. 13- 202 is deleted in its entirety and substituted therefor is the following:

Sec. 13-202. Definitions.

"Dwelling" means any building or structure, or part thereof, used and occupied for human occupation or use, and includes any outhouses and appurtenances belonging thereto or usually enjoyed therewith;

"Governing body" means the council charged with governing a municipality;

"Municipality" means the City of Morristown;

"Owner" means the holder of the fee simple title and every mortgagee of record;

"Parties in interest" means all individuals, associations, corporations and others who have interests of record in a structure and who are in possession thereof;

"Place of public accommodation" means any building or structure in which goods are supplied or services performed, or in which the trade of the general public is solicited;

"Public authority" means any officer who is in charge of any department of the municipality relating to health, fire, building regulations or other activities concerning structures in the municipality;

“Public officer” means the City Administrator of the City of Morristown, or his designee; and

“Structure” means any dwelling or place of public accommodation or vacant building or structure suitable as a dwelling or place of public accommodation.

Section III.

Be it ordained by the City Council of the City of Morristown that Sec. 13-208 is deleted in its entirety and substituted therefor is the following:

Sec. 13-208. Lien for expenses, sale of salvaged materials, other powers not limited.

The amount of the cost of such repairs, alterations or improvements, or vacating and closing, or removal or demolition by the public officer, as well as reasonable fees for registration, inspections and professional evaluations of the property, shall be assessed against the owner of the property, and shall, upon the certification of the sum owed being presented to the municipal tax collector, be a lien on the property in favor of the municipality, second only to liens of the state, county and municipality for taxes, lien of the municipality for special assessments, and any valid lien, right or interest in such property duly recorded or duly perfected by filing, prior to the filing of such notice. These costs shall be collected by the municipal tax collector the same time and in the same manner as property taxes are collected. If the owner fails to pay the costs, they may be collected at the same time and in the same manner as delinquent property taxes are collected and shall be subject to the same penalty and interest as delinquent property taxes as set forth in §§67-5-2010 and 67-5-2410. In addition, the municipality may collect the costs assessed against the owner through an action for debt filed in any court of competent jurisdiction. The municipality may bring one (1) action for debt against more than one (1) or all of the owners of properties against whom the costs have been assessed, and the fact that multiple owners have been joined in one (1) action shall not be considered by the court as a misjoinder of parties. If the structure is removed or demolished by the public officer, the public officer shall sell the materials of such structure and shall credit the proceeds of such sale against the cost of the removal or demolition, and any balance remaining shall be deposited in the chancery court by the public officer, shall be secured in such manner as may be directed by such court, and shall be disbursed by such court to the person found to be entitled thereto by final order or decree of such court. Nothing in this section shall be construed to impair or limit in any way the power of the municipality to define and declare nuisances and to cause their removal or abatement, by summary proceedings or otherwise.

Section IV.

Be it further ordained that all ordinances or parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Section V.

Be it further ordained that this ordinance shall take effect from and after passage on second and final reading, the public welfare requiring it.

PASSED ON FIRST READING THIS THE 16TH DAY OF FEBRUARY, 2016.

ATTEST: _____
MAYOR

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 1ST DAY OF FEBRUARY, 2016.

ATTEST: _____
MAYOR

CITY ADMINISTRATOR

ORDINANCE NO. 3542

**BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN, TENNESSEE AMENDING
TITLE 18 OF THE MORRISTOWN MUNICIPAL CODE.**

BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MORRISTOWN, TENNESSEE, THAT TITLE
18 OF THE MUNICIPAL CODE IS AMENDED AS FOLLOWS:

**TITLE 18
WATER & SEWERS**

Chapter 4 Water Pollution Control is deleted in its entirety;
Chapter 5 Stormwater Utility Service Charges is deleted in its entirety;
Chapter 6 Land Disturbance is deleted in its entirety;
Chapter 7 Water Quality Buffer Zone is deleted in its entirety;
Chapter 8 Illicit Discharges and Connections to the Municipal Separate Storm Sewer System is
deleted in its entirety;
Chapter 9 Post Construction Water Quality Management is deleted in its entirety;
and substituted therefore is the following:

Chapter 4 Stormwater Program Ordinance

STORMWATER PROGRAM ORDINANCE

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Section 1

General Provisions

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

- (j) Regulate and prohibit discharges into stormwater facilities of sanitary, industrial or commercial sewage or waters that have otherwise been contaminated; and
 - (k) Expend funds to remediate or mitigate the detrimental effects of contaminated land or other sources of stormwater contamination whether public or private.
- (3) Administering entity. The City shall administer the provisions of this Ordinance through its Stormwater Program under the direction of the City Administrator or designee. The operating mechanism for the Stormwater Program is defined by the Stormwater Program Standard Operating Procedures, as amended, current edition, as maintained by the City Administrator or designee. The City Administrator or designee is authorized to enforce this Ordinance and to use its judgment in interpreting the various provisions of this Ordinance, and the Stormwater Program Standard Operating Procedures to ensure that the City's goals are accomplished.
- (4) Conflict and responsibility. This Ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, deed restrictions, or existing ordinances and regulations.
- (a) If any provisions of this ordinance and any other provisions of law, regulations, or policy impose overlapping or contradictory regulations, or contain any restrictions covering any of the same subject matter, that provision which is more restrictive or imposes higher standards or requirements shall govern.
 - (b) Conformance with this ordinance is a minimum requirement and does not relieve the property owner, utility, facility operator, lessee, tenant, contractor, the equipment operator and/or any other person or entity doing work from applying sound judgment and taking measures which go beyond the scope of the requirements of this ordinance where necessary.
 - (c) This ordinance does not imply a warranty or the assumption of responsibility on the part of the city for the suitability, fitness, or safety of any structure with respect to flooding, water quality, or structural integrity. This ordinance is a regulatory instrument only, and is not to be interpreted as an undertaking by the city to design any structure or facility.
 - (d) Neither the approval of a discharge under this ordinance, nor compliance with the conditions of such approval, shall relieve any person of responsibility for damage to other persons or property or impose any liability upon the city for damage to other persons or property.
- (5) Overlapping Jurisdiction. The State of Tennessee, working through the Tennessee Department of Environment and Conservation (TDEC), is or may be required by federal

regulations to address stormwater pollution issues in ways which appear to overlap the goals and requirements of the Program described by this Ordinance. Where such overlaps occur and where TDEC's regulations and determinations are more restrictive, the TDEC regulations and determinations shall control. A requirement to comply with TDEC regulations and determinations shall not, in any way, relieve any party from complying with the provisions of this Ordinance.

- (6) Severability. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any provision or provision of this ordinance shall be declared invalid, all other provisions thereof shall remain enforceable.
- (7) Rules applying to Ordinance. For the purpose of this ordinance, certain rules of construction shall apply as follows:
 - (a) Words used in the singular shall include the plural, and the plural shall include the singular.
 - (b) Words used in the present tense shall include the future tense.
 - (c) The words "shall" and "will" are mandatory and not discretionary. The word "may" is permissive.
 - (d) Words not defined in this ordinance shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary
- (8) Right of Entry. The City shall make inspections and investigations, carry on research or take on such other actions as may be necessary to carry out the administration of these regulations and enter at all reasonable times upon any property other than dwelling places for the purpose of conducting investigations and studies or enforcing any of the provisions of this Ordinance, pursuant to TCA 69-3-107 (5) and (6).
- (9) Jurisdiction. The City shall administer the provisions of this Ordinance on all property inside the municipal boundaries of the City of Morristown.

Section 2

Definitions

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

- (1) **303(d) list**. Refer to Impaired Waters.

- (2) **As built plans.** Drawings sealed by an engineer and/or surveyor depicting conditions as they were actually constructed.
- (3) **Administrative or Civil Penalties.** Under the authority provided in Tennessee Code Annotated §68-221-1106, the City declares that any person violating the provisions of this Ordinance may be assessed a civil penalty by the City of not less than fifty dollars (\$50.00) and not more than five thousand dollars (\$5,000.00) per day for each day of violation. Each day of violation shall constitute a separate violation.
- (4) **Best Management Practices (BMPs).** The schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of stormwater runoff. BMPs also include treatment requirements, operating procedures, and practices to control runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.
- (5) **BMP Manual(s).** Any text, included in the Stormwater Program Standard Operating Procedures, as amended, current edition, used for technical guidance by the Stormwater Program which includes additional policies, criteria, guidelines and information for the proper implementation of the requirements of the City.
- (6) **Channel.** A natural or artificial watercourse with a definite bed and bank that conducts flowing water continuously or periodically.
- (7) **City.** The City of Morristown, Tennessee.
- (8) **City Administrator or designee.** The person designated by the City of Morristown to lead the stormwater program.
- (9) **Clean Water Act.** A U.S. federal law that regulates the discharge of pollutants into the nation's surface waters, including lakes, rivers, streams, wetlands, and coastal areas.
- (10) **Clearing.** This activity refers to removal of vegetation and disturbance of soil prior to grading or excavation in anticipation of construction activities and wide area land disturbance in anticipation of non-construction activities such as the clearing of forested land in order to convert forestland to pasture for wildlife management purposes.
- (11) **Climax Successional Vegetation** - The native plant community that would be established on a site if all successional sequences were completed without interferences by man under the present environmental conditions. Natural disturbances are inherent in its development.
- (12) **Commencement of construction.** The initial disturbance of soils associated with clearing, grading, or excavating activities or other construction activities.

- (13) **Common plan of development or sale.** This term is broadly defined as any announcement or documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, survey markings, etc.) indicating construction activities may occur on a specific plot. A common plan of development or sale identifies a situation in which multiple areas of disturbance are occurring on contiguous areas. This applies because the activities may take place at different times, on different schedules, by different operators.
- (14) **Construction.** Any placement, assembly, or installation of facilities or equipment (including contractual obligations to purchase such facilities or equipment) at the premises where such equipment will be used, including preparation work at such premises.
- (15) **Construction General Permit (CGP).** The common name used in reference to the State of Tennessee General NPDES Permit for Discharges of Stormwater Associated with Construction Activities, latest edition, as amended.
- (16) **Construction Site Operator.** For the purpose of this Ordinance and in the context of stormwater associated with construction activity, means any person associated with a construction project that meets either of the following two criteria:
- (a) This person has operational or design control over construction plans and specifications, including the ability to make modifications to those plans and specifications. This person is typically the owner or developer of the project or a portion of the project; or
 - (b) This person has day-to-day operational control of those activities at a project which are necessary to ensure compliance with a SWPPP for the site or other permit conditions. This person is typically a contractor or a commercial builder who is hired by the owner or developer;
 - (c) It is anticipated that at different phases of a construction project, different types of parties may satisfy the definition of the “construction site operator.”
- (17) **Contaminant.** Any physical, chemical, biological, or radiological substance or matter in water.
- (18) **Control Measure.** As used in this Ordinance, refers to any Best Management Practice or other method used to prevent or reduce the discharge of pollutants to Waters of the State.
- (19) **Customers of the stormwater utility.** All persons, properties, and entities served by and/or benefiting from the utility's acquisition, management, maintenance, extension,

and improvement of the stormwater management programs, systems, and facilities and regulation of public and private stormwater systems, facilities, and activities related thereto, and persons, properties, and entities which will ultimately be served as a result of the stormwater management program.

- (20) **Design storm event.** A mathematical representation of a precipitation event that reflects conditions in a given area for the design of a stormwater systems, facilities and infrastructure.
- (21) **Development.** The alteration of undeveloped land that disturbs more than 2400 square feet or increases the impervious area through construction and land disturbing activities including but not limited to, buildings or other structures, mining, dredging, clearing, grubbing, filling, grading, paving, excavating, drilling operations, and temporary or permanent storage of materials.
- (22) **Developed land.** Property altered from a natural state by construction or land disturbing activities.
- (23) **Discharge.** When used without a qualifier, refers to “discharge of a pollutant” as defined at 40 CFR §122.2; otherwise to dispose, deposit, spill, pour, inject, seep, dump, leak or place by any means, or that which is disposed, deposited, spilled, poured, injected, seeped, dumped, leaked, or placed by any means, including any direct or indirect entry, of any non-stormwater solid or liquid matter into the municipal separate storm sewer system.
- (24) **Easement.** An acquired privilege or right of use or enjoyment that a person, party, firm, corporation, municipality or other legal entity has in the land of another.
- (25) **Ecological Integrity.** The quality of a natural unmanaged or managed ecosystem in which the natural ecological processes are sustained, with species diversity and ecosystem diversity assured for the future.
- (26) **Engineer.** A person registered with the Tennessee Board of Architectural and Engineering Examiners and licensed to practice engineering in the state of Tennessee.
- (27) **Equivalent residential unit (ERU).** The median impervious coverage of detached dwelling unit properties in the city as determined by the city. Two thousand four hundred (2,400) square feet of impervious area shall be one (1) equivalent residential unit (ERU).
- (28) **Erosion.** The removal of soil particles by the action of water, wind, ice or other meteorological events, whether naturally occurring or acting in conjunction with or promoted by human activities or effects.

- (29) **Erosion Prevention.** Practices implemented to prevent, through vegetating, shielding, binding, or other mechanism(s), the suspension of soil particles.
- (30) **Erosion Prevention and Sediment Control Plan (EPSC Plan).** The drawings, specifications and other graphic representations for the site specific design of erosion prevention and sediment control best management practices that are intended to minimize the erosion and sediment runoff at a site during construction that are to be used during construction for the installation and implementation of the BMP's.
- (31) **Exceptional Tennessee Waters (ETW).** Surface waters of the State of Tennessee that satisfy the characteristics as listed in Rule 1200-4-3-.06 of the official compilation - rules and regulations of the State of Tennessee. Characteristics include waters within state or national parks, wildlife refuges, wilderness or natural areas; State or Federal Scenic Rivers; Federally designated critical habitat; waters within an areas designated as Lands Unsuitable for Mining; waters with naturally reproducing trout; waters with exceptional biological diversity or; other waters with outstanding ecological or recreational value as determined by the Tennessee Department of Environment and Conservation.
- (32) **Fully Completed Application.** The completed, signed application form accompanied by the appropriate permit fee and the required items indicated on the application form.
- (33) **Green Infrastructure.** The interconnected network of natural areas, open spaces and green infrastructure practices intended to infiltrate, evapotranspire, harvest and/or use rainwater though the use of natural hydrologic features that conserves natural ecosystem values and functions, sustains clean air and water, and provides environmental and community benefits.
- (34) **Green Infrastructure Practices (GIPs).** Individual or networked management measures that are designed, built and maintained to infiltrate, evapotranspire, harvest and/or use rainwater though the use of natural hydrologic features.
- (35) **Greenways.** Linear undeveloped areas linking various types of development by such facilities as bicycle paths, footpaths, and bridle paths. Greenways are usually kept in their natural state except for the pathway and areas immediately adjacent to the pathway.
- (36) **Hazardous material.** Material defined as a hazardous material under U.S. Department of Transportation regulations.
- (37) **Hotspot.** An area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater. The following land uses and activities are deemed stormwater hot spots, but that term is not limited to only these land uses and activities:

- (a) Salvage yards and recycling facilities;
 - (b) Vehicle service and maintenance facilities including but not limited to vehicle, truck or equipment maintenance, fueling, washing or storage areas, gas stations, automotive dealerships, automotive repair shops, and car wash facilities;
 - (c) Large impervious surfaces, such as large parking lots, driveway, drive aisles and roofs.
 - (d) Fleet storage areas (bus, truck, etc.);
 - (e) Industrial sites (included on EPA Standard Industrial Classification code list);
 - (f) Marinas (service and maintenance);
 - (g) Public works storage areas;
 - (h) Facilities that generate or store hazardous waste materials;
 - (i) Commercial container nursery;
 - (j) Restaurants and food service facilities;
 - (k) Commercial facilities with outside animal housing areas including animal shelters, fish hatcheries, kennels, livestock stables, veterinary clinics, or zoos;
 - (l) Other land uses and activities as designated by the City Administrator or designee using information gathered through investigation, research, notification by regulatory agency, engineering analysis or scientific study.
- (38) **Industrial waste.** Liquid or other waste resulting from any process of industry, manufacturer, trade or business or from the development of any natural resources.
- (39) **Inflow.** Stormwater that enters into sanitary sewer systems at points of direct connection to the systems.
- (40) **Illicit Connections.** Illegal and/or unauthorized connections to the Municipal Separate Storm Sewer System (MS4) whether or not such connection result in discharges into that system.
- (41) **Illicit Discharge.** Defined at 40 CFR §122.26(b)(2) and refers to any discharge to a Municipal Separate Storm Sewer System (MS4) that is not entirely composed of stormwater, except discharges authorized under an NPDES permit (other than the

NPDES permit for discharges from the MS4) and discharges resulting from firefighting activities.

- (42) **Impaired Waters.** Any segment of surface waters that has been identified by the Tennessee Department of Environment and Conservation (TDEC) as failing to support classified uses. The TDEC periodically compiles a list of such waters known as the "303(d) List".
- (43) **Impervious surfaces** A term generally applied to any ground or structural surface that water cannot penetrate or through which water penetrates with great difficulty and being further defined as those polygonal features that significantly (but not absolutely) prevent the draining of stormwater into the ground. Typically, these features include but are not limited to: buildings, building foundations, storage tanks, parking lots, roads, driveways, runways, taxiways, aprons, hardened athletic courts, patios, decks, travel ways, parking and other areas comprised of gravel or un-vegetated soils, sidewalks (concrete or asphalt), concrete slabs surrounding swimming pools, or any other hardened surface consisting of concrete, asphalt, or other impervious material.
- (44) **Inspection and Maintenance Agreement (I&M Agreement).** A legally recorded document which acts as a property deed restriction and which provide for long-term maintenance of stormwater management practices.
- (45) **Inspector.** An inspector is a person that has successfully completed (has a valid certification from) the "Fundamentals of Erosion Prevention and Sediment Control Level I" course or equivalent course. An inspector performs and documents the required inspections, paying particular attention to time-sensitive permit requirements such as stabilization and maintenance activities. An inspector may also have the following responsibilities:
 - (a) Oversee the requirements of other construction-related permits, such as Aquatic Resources Alteration Permit (ARAP) or Corps of Engineers permit for construction activities in or around Waters of the State ;
 - (b) Update field SWPPPs;
 - (c) Conducts pre-construction inspection to verify that undisturbed areas have been properly marked and initial measures have been installed; and
 - (d) Inform the permit holder of activities that may be necessary to gain or remain in compliance with the Construction General Permit (CGP) and other environmental permits.

- (e) Conducts post construction inspections for the purposes of verification of final stabilization, permanent vegetation and as-built stormwater management facilities.
- (46) **Invasive Exotic Plants.** Plants that have been introduced from other regions and compete so successfully against native plants that they can crowd out their competitors, thus providing a monoculture that discourages the growth of native plant species.
- (47) **Land Disturbance Activity.** Any activity on property that results in a change in the existing soil cover (both vegetative and non-vegetative) and/or the existing soil topography. Land-disturbing activities include, but are not limited to, development, re-development, demolition, construction, reconstruction, clearing, tree removal, and alterations of water quality buffer zones, alterations to water resources, grubbing, grading, filling, and excavation.
- (48) **Landscape Architect.** A person registered with the Tennessee Board of Architectural and Engineering Examiners and licensed to practice landscape architecture in the state of Tennessee.
- (49) **Maintenance.** Any activity that is necessary to keep a stormwater facility or system in good working order so as to function as designed. Maintenance shall include complete reconstruction of a stormwater facility or system if reconstruction is needed in order to restore it to the original operational design parameters. Maintenance shall also include the correction of any problem on the site property that may directly impair the function of the stormwater facility or system.
- (50) **Multiple dwelling unit residential properties.** Developed land whereon three (3) or more attached residential dwelling units are located. Multiple dwelling unit residential properties shall include, but not be limited to, apartment houses, condominiums, townhomes, attached single-family homes, boarding houses, group homes, hotels and motels, retirement centers, multiple duplexes located on a single parcel of land, and other structures in which three (3) or more family groups commonly and normally reside or could reside.
- (51) **Municipal Separate Storm Sewer System (MS4).** Defined at 40 CFR §122.26(b) (8) and means the conveyances or system of conveyances for the collection and transportation of stormwater, including the roads and streets and their drainage systems, catch basins, curbs, gutters, ditches, man-made channels, or storm drains that are:
 - (a) Owned or operated by federal, state, city, town, borough, parish, district, association, municipality or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under State law such as a sewer

district, flood control district or drainage district, or similar entity, or a designated and approved management agency under section 208 of the CWA that discharges to Waters of the State;

- (b) Designed or used for collecting or conveying stormwater;
 - (c) which is not a combined sewer; and
 - (d) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR §122.2.
- (52) **Municipality.** As used herein refers to City of Morristown, Tennessee, a City and political subdivision of the State of Tennessee.
- (53) **National Pollutant Discharge Elimination System or (NPDES) permit.** The national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under sections 307, 402, 318, and 405 of the federal CWA. The term includes an "approved program."
- (54) **Native Vegetation.** The normal vegetation that grows or would reestablish normally after a disturbance. This does not include Invasive Exotic Plants.
- (55) **Notice of Intent (NOI).** The mechanism used to "register" for coverage under a general permit from the Tennessee Department of Environment and Conservation (TDEC).
- (56) **Organization.** A corporation, government, government subdivision or agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal or commercial entity.
- (57) **Other developed land.** Other developed land shall mean, but shall not be limited to, multiple dwelling unit residential properties as defined in this ordinance, manufactured home and mobile home parks, commercial and office buildings, public buildings and structures, industrial and manufacturing buildings, storage buildings and storage areas covered with impervious surfaces, parking lots, parks, recreation properties, public and private schools and universities, research stations, hospitals and convalescent centers, airports, agricultural uses covered by impervious surfaces, water reservoirs, and water and wastewater treatment plants.
- (58) **Person or Owner.** Any individual, firm or association and any public or private corporation or entity organized or existing under the laws of this or any other state, and includes the plural i.e. "owner" and "owners" are interchangeable.
- (59) **Pollutant.** Sewage, industrial waste, or other waste or materials, whether liquid or solid.

- (60) **Qualified Hydrologic Professional.** Persons meeting the minimum qualifications set forth in Rules of the Tennessee Department of Environment and Conservation Division of Water Resources Chapter 0400-40-17.01 and successfully completing the TN-HDT course and course exam and are certified and as designated by TDEC as a Tennessee Qualified Hydrologic Professional (TN-QHP), as amended, latest edition.
- (61) **Redevelopment.** The alteration of developed land that disturbs more than 2400 square feet and increases the existing site or building impervious footprint by more than 2400 square feet, or offers a new opportunity for stormwater controls. The term is not intended to include such activities as exterior remodeling, which would not be expected to cause adverse stormwater quality impacts.
- (62) **Responsible Party.** Owners and/or occupants of property within the City who are subject to penalty in case of default.
- (63) **Riparian Zone.** The area adjacent to a water resource with a differing density, diversity, and productivity of plant and animal species relative to nearby uplands. This area provides a transition from an aquatic ecosystem to a terrestrial ecosystem.
- (64) **Runoff.** The portion of the precipitation on a drainage area that is discharged from the area to downstream areas. Also see stormwater runoff.
- (65) **Runoff Reduction (RR).** An approach to permanent stormwater management that uses avoidance and minimizing design approaches as well as infiltration-based control measures to reduce the amount of impervious surface runoff.
- (66) **Runoff Reduction Method (RRM).** A method of applying site design practices to minimize impervious cover, grading, and loss of forest cover and applying runoff reduction (RR) to permanent stormwater management to reduce post-development runoff volumes.
- (67) **Runoff Reduction Volume (RRV).** A computed volume of runoff, or equivalent metric, used for the design, sizing, and construction specification of Green Infrastructure, BMP's, GIP's, Stormwater Management Facilities, and related post construction stormwater controls.
- (68) **Sanitary sewer.** A system of underground conduits that collect and deliver sanitary wastewater to a wastewater treatment plant.
- (69) **Sanitary wastewater.** Water that has been used and contains dissolved or suspended waste materials and which may originate from domestic, residential, industrial, commercial or agricultural activities, sewer inflow, and sewer infiltration within the jurisdictional limits of the City of Morristown.

- (70) **Sediment.** Solid material, both mineral and organic, that is in suspension, is being transported or has been moved from its site of origin by air, water, gravity or ice and has come to rest on the earth's surface either above or below sea level.
- (71) **Sediment Control.** Practices implemented to manage through filtering, settling, screening or other mechanism(s) to remove suspended particles (soil, organic or mineral) from water.
- (72) **Sedimentation.** Process of deposition of a solid material from a state of suspension in fluid, usually air or water.
- (73) **Single family residential detached dwelling unit.**
- (a) Developed land containing one structure which is not attached to another dwelling and which contains one or more rooms with a bathroom and kitchen facilities designed for occupancy by one family; or,
 - (b) A single duplex structure located on a single parcel of land or a single duplex structure where each half of the duplex is located on a single parcel of land.
 - (i.) Single family residential detached dwelling units may include houses, manufactured homes, and mobile homes located on one or more individual lots or parcels of land.
 - (ii.) Developed land may be classified as a single family residential detached dwelling despite the presence of incidental structures associated with residential uses such as garages, carports, or small storage buildings. Single family residential detached dwelling units can also include developed land that has a non-residential use of a single dwelling unit or duplex designed for occupancy for one or two families so long as such use does not result in additional impervious areas, such as parking spaces, impervious surfaced playgrounds, or structures or additions to the building which are used as offices, storage facilities, meeting rooms, classrooms, houses of worship, or similar non-residential uses that are not normally associated with single family or duplex residential housing.
 - (iii.) Single family residential detached dwelling unit shall not include developed land containing: manufactured homes and mobile homes located within manufactured home or mobile home parks where the land is owned by others than the owners of the manufactured homes or mobile homes; multiple duplexes located on a single parcel of land; or multiple-unit residential properties having three or more attached residential dwelling units.

- (74) **Sinkhole.** A naturally occurring depression where drainage collects in the earth's surface that is a minimum of two feet (2') deep or; A hole, fissure or other opening in the ground, often underlain with limestone, dolomite or other rock formation that provides for and is being designated as a natural conduit for the passage of stormwater.
- (75) **Soil reports.** A study of soils on a subject property with the primary purpose of characterizing and describing the soils. The soils report shall be prepared by a qualified Soil Scientist who shall be directly involved in the soil characterization either by performing the investigation or by directly supervising employees.
- (76) **Special Pollution Abatement Plan (SPAP).** A SPAP is a detailed plan that outlines the implementation of best management practices, stormwater management practices, controls and facilities that will be implemented in order to protect water quality after development or redevelopment is complete.
- (77) **Stabilization.** Providing adequate measures, vegetative or structural, that will prevent erosion from occurring.
- (78) **Steep Slope.** A natural or created slope of 35% grade or greater. Designers of sites with steep slopes must pay attention to stormwater management in the SWPPP to direct runoff non-erosively around or over a steep slope. In addition, site managers should focus on erosion prevention on the slope(s) and stabilize the slope(s) as soon as practicable to prevent slope failure and/ or sediment discharges from the project.
- (79) **Stormwater.** Is defined at 40 CFR §122.26(b) (13) and means runoff from rain events, snowmelt runoff, and surface runoff and drainage.
- (80) **Stormwater Control Measures.** Stormwater Control Measure (SCM) – Measures, such as BMP's, GIP's, and stormwater management facilities meant to directly affect the flow of stormwater and/or contaminants, and that have defined specifications and standards. These measures have one or both of two parts:
- (a) a defined surface management to encourage infiltration and contaminant removal and/or;
 - (b) a clear Protocol defining engineering design, installation, and maintenance. A measure such as a "good forest" has just a Management, a Measure such as a manufactured stormwater treatment device has just an engineering Protocol, and a "bio retention cell" has both.
 - (c) See also Best Management Practices, Green Infrastructure, Stormwater Management Facility and GIP's.

- (81) **Stormwater Management.** The practices, strategies, and controls used to maintain the quality and quantity of stormwater runoff at pre-development levels.
- (82) **Stormwater management facility.** A manmade structure either privately or publicly owned, for which the partial or full purpose or use is to retain and control the quality and/or quantity of stormwater runoff.
- (83) **Stormwater Management Plan (SWMP).** The set of drawings and other documents including but not limited to water quality management plans, special pollution abatement plans, construction plans, post construction plans, runoff reduction analysis, hydrologic analysis, hydraulic analysis and design specifications that comprise all the information for the design, construction, inspection and maintenance of the practices, strategies, controls, for construction and post construction management including but not limited to drainage systems, conveyances, structures, BMPs, green infrastructure practices, stormwater control measures, concepts and techniques intended to maintain or restore quality and quantity of stormwater runoff to pre-development levels.
- (84) **Stormwater Pollution Prevention Plan (SWPPP).** A written plan that includes site map(s), an identification of construction/contractor activities that could cause pollutants in the stormwater, and a description of measures or practices to control these pollutants as provided in the ESPC Plan and in accordance with the Tennessee Erosion and Sediment Control Handbook or Stormwater Program Standard Operating Procedures, whichever is more stringent and protective of waters of the state.
- (85) **Stormwater Program.** Refers to the Program created by City of Morristown and the City Administrator to administer the provisions of this Ordinance and to manage the quantity and quality of stormwater discharged in or from the City's municipal separate storm sewer system (MS4).
- (86) **Stormwater Program Cost.** Refers to any monetary cost incurred by the Stormwater Program in order to fulfill the responsibilities and duties assigned to the Program under this Ordinance. Program costs specifically include costs incurred by the City for actions performed on behalf of or at the request of the Program.
- (87) **Stormwater Program Standard Operating Procedures.** Standing procedures developed and maintained by the City Administrator or designee to be followed in carrying out the operation, management and maintenance of the municipal separate stormwater sewer system.
- (88) **Stormwater Program Service Area.** The entire physical area within the corporate limits of the City of Morristown.
- (89) **Stormwater Program Staff.** The group of people hired to assist the City Administrator in carrying out the duties of the Stormwater Program.

- (90) **Stormwater Runoff.** The flow on the surface of the ground resulting from precipitation.
- (91) **Stormwater service charge or "stormwater utility service charge".** The stormwater management service charge or charges applicable to a parcel of developed land, which charge shall be reflective of the City of Morristown stormwater utility's cost of providing stormwater management services and facilities.
- (92) **Stormwater system.** The system of drainage, curbs and gutters, curb inlets, swales, catch basins, manholes, gutters, ditches, pipes, lakes, ponds, sinkholes, channels, creeks, streams, storm drains, and similar conveyances and facilities, both natural and manmade, located within the city which are designated or used for collecting, storing, or conveying stormwater, or through which stormwater is collected, stored or conveyed, whether owned or operated by the City of Morristown or another entity, person or operator.
- (93) **Stormwater Violations Appeals Board** – A board appointed by the City Council to hold hearings upon appeals from enforcement orders or actions of the Stormwater Program, or City Administrator or designee.
- (94) **Stream.** Surface water that is not a wet weather conveyance.
- (95) **Structural BMPs.** The devices that are constructed to provide control of stormwater runoff.
- (96) **Surface water.** Water upon the surface of the earth in bounds created naturally or artificially including, but not limited to, water resources, streams, other water courses, lakes and reservoirs.
- (97) **Surveyor.** A person registered with the Tennessee Board of Examiners for Land Surveyors and licensed to practice surveying in the state of Tennessee.
- (98) **Tennessee Department of Environment and Conservation (TDEC).** Is the state agency having water pollution control oversight.
- (99) **Top of Bank.** The ordinary high water level and break in slope for a water resource.
- (100) **Tributary Area.** The area upstream of a specified point including all overland flow that directly or indirectly connects down-slope to the specified point.
- (101) **Water Resources.** For the purpose of this Ordinances, means Streams, seeps, springs, wetlands, lakes, other surface waters and water resources that are not wet weather conveyances.

- (102) **Water Quality Buffer Zone.** An area, measured from top of bank of the water resource, which consists of a riparian zone comprised of original or reestablished native vegetation, bordering streams, seeps, springs, wetlands, lakes or other water resources.
- (103) **Water Quality Management Plan.** See Stormwater Management Plan.
- (104) **Watercourse.** A man-made or natural hydrologic feature with a defined linear channel which discretely conveys flowing water, as opposed to sheet-flow.
- (105) **Waters of the State (or waters).** Any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through, or border upon Tennessee or any portion thereof except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or effect a junction with natural surface or underground waters.
- (106) **Watershed.** All the topographically defined land area that contributes runoff to a particular point along a waterway.
- (107) **Wet weather conveyance.** Man-made or natural watercourses, including natural watercourses that have been modified by channelization:
- (a) That flow only in direct response to precipitation runoff in their immediate locality;
 - (b) Whose channels are at all times above the ground water table;
 - (c) That are not suitable for drinking water supplies; and
 - (d) In which hydrological and biological analyses indicate that, under normal weather conditions, due to naturally occurring ephemeral or low flow there is not sufficient water to support fish, or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two months.
- (108) **Wetlands.** Those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted to life in saturated soil conditions. Wetlands include, but are not limited to, swamps, marshes, bogs and similar areas.

Section 3

Land Disturbance Permit

- (1) All land disturbing activities shall be in compliance with and permitted under this ordinance.
- (2) No person or entity shall:
 - (a) Clear, grub, grade, alter the natural or existing topography, dump, move or place fill material, excavate, remove any vegetation, alter water quality buffer zones, alter a water resource or begin any land disturbance activities without first obtaining a Land Disturbance Permit for activities requiring a permit under this ordinance.
 - (b) Commence development or redevelopment of any site, building or structure without obtaining a Land Disturbance Permit for activities requiring a permit under this ordinance.
 - (c) Perform land disturbance activities under a Land Disturbance Permit that does not conform to the approved plans.
- (3) Every person or entity shall obtain a Land Disturbance Permit from the City in the following cases:
 - (a) Land disturbing activity, including New Development and Redevelopment that disturbs one acre or more of land or where a proposed change of impervious area results in an increase of one-half acre or more of impervious area;
 - (b) Land disturbing activity that disturbs less than one acre of land if:
 - (i) The City Administrator or designee has determined that the stormwater discharge from a site or activity is causing, contributing to, or is likely to contribute to a violation of a state water quality standard;
 - (ii) The City Administrator or designee has determined that the stormwater discharge is, or likely to be a significant contributor of pollutants to Waters of the State;
 - (iii) Any new development or redevelopment, regardless of size that proposes land disturbing activities within 100 feet of a water resource.

- (4) Every person, owner or entity shall apply for coverage under the State of Tennessee's General NPDES Permit for Discharges of Stormwater Associated with Construction Activity, as amended, latest edition in the following cases:
- (a) If the project results in the disturbance of one acre or more of total land area.
 - (b) Projects or developments of less than one acre of land disturbance if the construction activities at the site are part of a larger common plan of development or sale that comprises one acre or more of land disturbance.
 - (c) Projects or developments of less than one acre of total land disturbance where the director, or authorized representative, of the Division of Water Pollution Control of the State of Tennessee, Department of Environment and Conservation has determined that:
 - (i) the stormwater discharge from a site is causing, contributing to, or is likely to contribute to a violation of a state water quality standard;
 - (ii) the stormwater discharge is, or is likely to be a significant contributor of pollutants to waters of the state, or
 - (iii) changes in state or federal rules require sites of less than one acre that are not part of a larger common plan of development or sale to obtain a stormwater permit.
- (5) Exemptions: The following activities are exempt from the permit requirement.
- (a) Any emergency activities that are immediately necessary for the protection of life, property or natural resources;
 - (b) Agricultural land management activities;
 - (c) Additions or modifications to an existing single family residential structure or property that disturb less than one (1) acre, including residential gardens.
 - (d) The owner or developer whose land disturbing activity has been exempted from requirements for registration shall nevertheless be responsible for otherwise conducting such activity in accordance with the provisions of this ordinance and other applicable laws including responsibility for controlling erosion and sedimentation. Where individual lots or sections in a subdivision are being developed by different property owners, all earth disturbing activities related to the subdivision shall be covered by the approved erosion prevention and sediment control plan (EPSC) and the approved stormwater pollution prevention plan (SWPPP) for the larger common plan ; such developments are subject to

the terms of the requirements therein, including but not limited to: gravel construction entrance/exits, necessary erosion controls, concrete washout restrictions, etc.

- (6) Land disturbance permits. Each application for the issuance of a permit under this section shall include the following:
- (a) Name, address and telephone number of owner or developer of land;
 - (b) Name of Applicant
 - (c) Business or residence address of applicant
 - (d) Address and legal description of subject property or properties including the tax map and parcel number;
 - (e) Name, address and telephone number of the contractor and any subcontractor(s) who will perform the land disturbing activity and who will implement the erosion and sediment control plan;
 - (f) If a Tennessee General NPDES Permit is applied for, a copy of the Notice of Intent (NOI) as well as a copy of the Notice of Coverage (NOC) issued by the state shall be sent to the City Administrator or designee;
 - (g) A project narrative describing the land disturbance activity, including the size of the area for which the permit is applicable, and a schedule for the starting and estimated completion dates of each phase of the land disturbing activity;
 - (h) Disturbed area in acres if over proposed land disturbance is over one (1) acre and in square feet if proposed land disturbance is under one (1) acre.
 - (i) A description of the existing impervious area with a total or aggregate amount of impervious area provided in square feet for each parcel or property of the development or redevelopment;
 - (j) Drainage areas for all proposed disturbed areas and the drainage areas both onsite and offsite to each disturbed area;
 - (k) Distance from the project site and proposed land disturbance activities to the nearest water resource;
 - (l) An Erosion Prevention and Sediment Control Plan to address Construction Site Runoff Control, as described in Section 4;

- (m) A Stormwater Pollution and Prevention plan to addresses activities at the site that cause or introduce pollutants in stormwater, as described in Section 4, for all land disturbing activity that results in the disturbance of one half acre or more of total land area or an increase in over one half acre of impervious area or both;
- (n) A Stormwater Management Plan to address permanent stormwater management in New Development and Redevelopment as described in Section 5, for all land disturbing activity that requires a SWMP under Section 5 of this ordinance;
- (o) Each application for a land disturbance permit shall be accompanied by payment of Land Disturbance Permit fee and any other necessary Stormwater Management fees required by this Ordinance; and
- (p) When the City Administrator or designee has determined the need for verification of existence of a water resource, the application shall be accompanied by a Hydrologic Determination performed by a Qualified Hydrologic Professional (QHP).

(7) Review and approval of application.

- (a) The City Administrator or designee or their designated representative shall review each application for a Land Disturbance Permit to determine its conformance with the provisions of this Ordinance. Within thirty (30)days after receiving the application the Stormwater Program shall provide one of the following responses in writing to the applicant:
 - (i) Approval of permit application;
 - (ii) Approval of permit application, subject to reasonable conditions as may be necessary to secure the objectives of this Ordinance and other applicable regulations, and issue the permit subject to these conditions; or
 - (iii) Denial of the permit application indicating the reason(s) for the denial.
- (b) No land disturbance permit or building permit shall be issued until an Erosion Prevention and Sediment Control Plan (EPSCP) has been approved by the City Administrator or designee for projects requiring an ESPCP under this ordinance.
- (c) No land disturbance permit or building permit shall be issued until a Stormwater Pollution Prevention Plan (SWPPP) has been approved by the City Administrator or designee for projects requiring a SWPPP under this ordinance.

- (d) No land disturbance permit, building permit or site plan approval shall be issued until a Stormwater Management Plan (SWMP) has been approved by the City Administrator or designee for projects requiring a SWMP under this ordinance.
- (e) The City Administrator or designee shall not approve an EPSCP, SWPPP or SWMP without the inclusion of an approval stamp accompanied by a signature and date on the plans. The stamp of approval on the plans is solely an acknowledgement of satisfactory compliance with the requirements of these regulations. The approval stamp does not constitute a representation or warranty to the applicant or any other person(s) concerning the safety, appropriateness or effectiveness of any provision or omission from the plans.
- (f) A permit application fee of fifty dollars (\$50.00) for zero to two (0-2) disturbed acres plus twenty-five dollars (\$25.00) per acre or portion thereof above two (2) acres with a maximum fee of one hundred twenty-five dollars (\$125.00) shall be charged the applicant for review of the application. Failure to obtain any permit required hereunder prior to commencing land disturbing activity, in addition to all other fines and civil penalties provided hereunder, shall increase the permit application fee by one hundred percent (100%).
- (g) No site plan, planned unit development plan, nor subdivision plat shall be considered as having received final approval until such time as all conditions have been met to allow the issuance of a Land Disturbance Permit under the provisions of Sections 3, 4 and 5 of this Ordinance.
- (h) No plat for subdivision of property where land disturbance is required or proposed shall be considered having received final approval until such time as all conditions have been met to all the issuance of a Land Disturbance Permit under the provisions of Sections 3, 4, and 5 of this Ordinance.
- (i) Pre-Submittal and Pre-Construction coordination and/or meetings shall be conducted for all Development activities receiving Land Disturbance permits in the following case:
 - (i) project results in the disturbance of one acre or more of land area
 - (ii) project or development of less than one acre or land disturbance if the construction activities at the site are part of a larger common plan of development or sale that comprise at least one acre of land.
 - (iii) Project where the construction activities and/or land disturbance at the site are within 100' of a water resource.

- (j) A Land Disturbance Permit shall expire and become null and void if substantial work authorized by such permit has not commenced within (1) calendar year of issuance.
 - (k) If work is to continue after the expiration of the permit, the permit holder shall submit a written request for renewal of the permit to the City Administrator or designee as outlined under this section. If work is complete at the time of permit expiration, the permit holder shall submit a Request for Final Inspection to the Stormwater Program as outlined below.
- (8) Performance bond. A performance bond in an amount equal to one hundred fifty percent (150%) of the city's estimated cost of completion of the work identified in the permit(s), in form satisfactory to the city shall be required as a condition precedent to the city's issuance of the land disturbing permit for all land disturbing activity that results in the disturbance of one acre or more of total land area;
- (9) Release of Bond. Upon completion of the land disturbing activity, approval of the request for termination, approval of the as-built post construction stormwater management survey and analysis, and recording of the inspection maintenance agreement with the Hamblen County Register of Deeds the performance bond will be released subject to any amounts required to be withheld until permanent vegetation is established.
- (10) Transfer of ownership.
- (a) Some construction projects, such as residential or commercial subdivisions and/or developments or industrial parks are subdivided. Subdivided lots are sometimes sold to new owners prior to completion of construction. The site developer/ owner must describe erosion control and sediment prevention measures implemented at those lots. Once the property is sold, the new operator must obtain coverage under this permit.
 - (b) If the transfer of ownership is due to foreclosure or a permittee filing for bankruptcy proceedings, the new owner (including but not limited to a lending institution) must obtain permit coverage if the property is inactive, but is not stabilized sufficiently. If the property is sufficiently stabilized permit coverage may not be necessary, unless and until construction activity at the site resumes.
- (11) Renewal of a permit.
- (a) The applicant is solely responsible for submitting a written request for renewal to the City Administrator or designee, if work is to continue after the expiration of the permit.

- (b) Renewal of the permit may require payment of an additional land disturbance permit fee.
- (12) Amendment of a permit. A land disturbing permit shall be amended when significant changes from the initial permit occurs as follows:
 - (a) Project changes resulting in an increased or decreased amount of disturbed land from what was indicated in the original permit application.
 - (b) Changes resulting in different permanent runoff characteristics from those that were permitted in the initial permit.
 - (c) Changes resulting in an increase in impervious area.
- (13) Amendments to a permit shall be submitted in writing to the City Administrator or designee, and shall include documentation of the changes requiring the amendment. Such documentation may include, but is not limited to; revised site drawings; amended EPSCP, SWPPP, SWMP; revised hydrology reports and revised permanent stormwater inspection and maintenance plans. Additional fees may be required for an amended permit.
- (14) Notice of Termination.
 - (a) Land disturbance permits shall remain in effect as stated in this Ordinance until a Request for Final Inspection is submitted to the City Administrator or designee and the request is processed and approved by the Stormwater Program. The request for final inspection applies only to the construction component of the permit. The permanent stormwater management component(s), described in the Inspection and Maintenance Agreement and related documentation of the permit shall have no expiration.
 - (b) Supporting documents required for the submittal of the Final Inspection shall be outlined on the Request for Final Inspection form and provided to the applicant at permit issuance.
 - (c) Failure to submit the Request for Final Inspection and supporting documentation and receive approval of Termination of a permit may result in the City Administrator's or designee's request to withhold the issuance of a Certificate of Occupancy or approval of a final plat.
 - (d) Permit holders shall be notified in writing when their permit has been terminated.

- (e) Termination of the land disturbance component of the permit does not relieve responsibility for proper inspection, operation and maintenance of the permanent stormwater management devices, measures, controls, and facilities as required in the Inspection and Maintenance Agreement, as described in Section 5.
- (15) Inspections and Site Assessment. Site inspection and site assessment of all erosion and sediment control practices shall be performed by permit holders or their designated representative for any land disturbance activities covered under a land disturbance issued pursuant to Sections 3, 4 and 5 of this Ordinance in accordance with the current edition of the "State of Tennessee's General NPDES Permit for Discharges of Stormwater Associated with Construction Activity" where the land disturbance meets the requirements of Section(s) 3.3(a)(b)(c) as provided under this ordinance.
- (16) The Stormwater Program may perform inspections on priority construction sites and other construction sites as warranted by site location and complaints. If the Stormwater Program determines that the permit holder has failed to properly install, maintain, or use proper structural or vegetative erosion and sediment control practices as specified in the erosion and sediment control plan, stormwater management plan and the post construction design and maintenance plans, the permit holder may be subject to a stop work order or additional penalties in accordance with Sections 8 and 9 of this Ordinance and the City of Morristown Stormwater Program Standard Operating Procedures; as amended, most current edition.
 - (a) The City Administrator or designee may require inspection by an engineer for any erosion and sediment control measure or post construction stormwater management facility to ensure they meet the design standards as described in the approved construction site plans, post construction site plans, and stormwater management plan. If the City Administrator or designee determines that significant erosion or sedimentation is occurring on a site despite approved structural or vegetative erosion and sediment control practices, the Stormwater Program shall require the permit holder to take additional corrective action to protect the adversely affected area. The additional corrective action required shall be part of an amended stormwater pollution prevention plan and the erosion and sediment control plan.
 - (b) Inspections and maintenance for post construction stormwater facilities shall be performed as required in Section 5 for design and maintenance of stormwater management systems, facilities and BMPs in accordance with the City of Morristown Stormwater Program Standard Operating Procedures; as amended, most current edition.
- (17) Disclaimer of liability. The submission of plans under the provisions herein, the compliance with the provisions of these regulations, and/ or the satisfaction of any

requirements or any approvals of the Stormwater Program shall not relieve any person from responsibility for damages to any person or property otherwise imposed by law; nor shall the foregoing impose any liability upon City of Morristown, its officials, its representatives, and/ or agents for damages to any person or property.

Section 4

Erosion Prevention and Sediment Control

This section shall be applicable to all Land Development, including new Development and Redevelopment, subject to a Land Disturbance Permit as described in this Ordinance.

(1) **Erosion Prevention and Sediment Control BMP manuals.**

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

(2) **Stormwater Pollution Prevention Plan (SWPPP).** The Stormwater Pollution Prevention Plan shall provide for a site-specific written document that accurately describes the potential for stormwater pollution at the project site and shall explain and illustrate the measures that are to be taken to control stormwater pollution at the source. The plan shall conform to the requirements found in the current TDEC Construction General Permit for construction site stormwater and the Stormwater Program Standard Operating Procedures The plan shall be signed and sealed by an engineer or landscape architect and shall provide for the following:

- (a) Identifies all potential sources of stormwater pollution at the construction site

- (b) Describes practices to reduce all pollutants in stormwater discharges from the construction site.
 - (c) Describes how reduction of pollutants will be achieved by controlling the volume and velocity of stormwater runoff for construction and post construction.
 - (d) Provide for all signatory, record keeping, inspections, rainfall data, inspection logs, chain of custody procedures and related administrative requirements of the construction general permit
 - (e) Identifies procedures the operator will implement to comply with all terms and conditions of the construction general permit
- (3) A SWPPP meeting the minimum requirements of this section shall be provided for all land disturbing activity that results in the disturbance of one half acre or more of total land area and meets the following criteria:
- (a) A Water Quality Buffer Zone is present on or adjacent to the project site or proposed land disturbance activity.
 - (b) Stormwater discharges from the project site or land disturbance activity will discharge directly to a Water Resource.
- (4) Erosion Prevention and Sediment Control Plans (EPSCP). As a critical component of the SWPPP, the erosion and sediment control plan shall accurately describe the potential for soil erosion and sedimentation problems resulting from land disturbing activity and shall explain and illustrate the measures that are to be taken to control erosion at the source and prevent the transport of sediment from the project to downstream property. The length and complexity of the plan will depend upon the size of the project, severity of the site condition and potential for off-site damage. The plan shall conform to the requirements found in the current TDEC Construction General Permit for construction site stormwater and the Stormwater Program Standard Operating Procedures. The plan shall be sealed by an engineer or landscape architect.
- (5) An EPSCP meeting the minimum requirements of this section shall be provided for all projects requiring a land disturbance permit under this ordinance.
- (6) The erosion and sediment control plan shall include the following:
- (a) Name, address and telephone number of owner or developer of land;
 - (b) Address and legal description of subject property or properties including the tax map and parcel number;

- (c) Name, address and telephone number of the contractor and any subcontractor(s) who will perform the land disturbing activity and who will implement the erosion and sediment control plan;
- (d) A project narrative describing the land disturbance activity, including the size of the area for which the permit is applicable, the number of units and location of structures to be constructed, infrastructure required and a schedule for the starting and estimated completion dates of each phase of the land disturbing activity;
- (e) Disturbed area in acres if proposed land disturbance is over one (1) acre and in square feet if proposed land disturbance is under one (1) acre.
- (f) A description of the pre-developed and post developed drainage system including the drainage areas for all proposed disturbed areas and the drainage areas both onsite and offsite to each disturbed area;
- (g) Distance from the project site and proposed land disturbance activities to the nearest water resource including the location and identification of all existing drainage ways, including streams and wet-weather conveyances and including floodways or floodplains to which the project site will drain.
- (h) A topographic map with contour intervals of two (2) feet or less showing present conditions and proposed contours resulting from land disturbing activity.
- (i) A general description of existing land covers. Individual trees and shrubs do not need to be identified.
- (j) Stands of existing trees as they are to be preserved upon project completion, specifying their general location on the property. Differentiation shall be made between existing trees to be preserved, trees to be removed and proposed planted trees. Tree protection measures must be identified, and the diameter of the area involved must also be identified on the plan and shown to scale. Information shall be supplied concerning the proposed destruction of specimen trees in buffers, setbacks and buffer strips, where they exist. Complete landscape plans may be submitted separately. The plan must include the sequence of implementation for tree protection measures for construction and post construction.
- (k) Approximate limits of proposed clearing, grading and filling.
- (l) A general description of existing soil types and characteristics and any anticipated soil erosion and sedimentation problems resulting from existing characteristics.
- (m) Location, size and layout of proposed stormwater and sedimentation control improvements.

- (n) The proposed drainage network and proposed waterway sizes.
- (o) Approximate flows of existing stormwater leaving any portion of the site and approximate flows leaving site after construction and incorporating water run-off mitigation measures. The evaluation must include projected effects on property adjoining the site and on existing drainage facilities and systems. The plan must address the adequacy of outfalls from the development: when water is concentrated, what is the capacity of waterways, if any, accepting stormwater off-site; and what measures, including infiltration, sheeting into buffers, etc., are going to be used to prevent the scouring of waterways and drainage areas off-site, etc.
- (p) The projected sequence of work represented by the grading, drainage, sedimentation and erosion control plans as related to other major items of construction, beginning with the initiation of excavation and including the construction of any sediment basins or retention/detention facilities or any other structural BMPs. Plans should include the following drawings where applicable:
 - (i) Clearing and grubbing plan;
 - (ii) Interim grading plan; and
 - (iii) Final grading plan.
- (q) Specific remediation measures to prevent erosion and sedimentation run-off. Plans shall include detailed drawings of all control measures used; stabilization measures including vegetation and non-vegetation measures, both temporary and permanent, shall be detailed. Detailed construction notes and a maintenance schedule shall be included for all control measures in the plan.
- (r) Specific details for the construction of stabilized construction entrance/exits, concrete washouts, and sediment basins for controlling erosion; road access points; eliminating soil, sediment, and debris on streets and public ways. Soil, sediment, and debris brought onto streets and public ways must be removed by the end of the work day to the satisfaction of the City Administrator or designee. Failure to remove the sediment, soil or debris shall be deemed a violation of this Ordinance.
- (s) Construction site operators shall control waste such as discarded building materials, concrete truck washout, petroleum products and petroleum related products, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality. When the material is erodible, such as soil, the site must be treated as a construction site. Specific details for construction waste management shall be provided in the SWPPP.

- (t) A listing of any legally protected state or federally listed threatened or endangered species and/or critical habitat (if applicable) located in the area of land disturbing activities, and a description of the measures that will be used to protect them during and after grading and construction. United States Fish and Wildlife approval is required for all protection measures.
- (u) The approved plan shall be amended if the proposed site conditions change after plan approval is obtained as required by Section 3 of this ordinance, or if it is determined by the City Administrator or designee during the course of grading or construction that the approved plan is inadequate.
- (v) The approved stormwater management plans, erosion prevention and sediment control plans, and stormwater pollution prevention plans shall be adhered to during land disturbance, grading and construction activities. Under no circumstance is the owner or operator of land disturbance activities, or any person(s) acting on the owner's behalf, allowed to deviate from the approved plan without prior approval of a plan amendment by the City Administrator or designee.
- (w) Other Items Needing Control
 - (i) No solid materials, including building materials, shall be placed in waters of the state, except as authorized by a section 404 permit and/ or ARAP permit.
 - (ii) For installation of any waste disposal systems on site, sanitary sewer or septic system, the EPSCP and SWPPP shall identify these systems and provide for the necessary erosion prevention and sediment controls. Permittees must also comply with applicable state and/ or local waste disposal, sanitary sewer and/or septic system regulations for such systems to the extent these are located within the permitted area.
 - (iii) The SWPPP shall include a description of construction and waste materials expected to be stored on site. The SWPPP shall also include a description of controls used to reduce pollutants from materials stored on site, including storage practices to minimize exposure of the materials to stormwater, and spill prevention and response.
 - (iv) A description of stormwater sources from areas other than construction and a description of controls and measures that will be implemented at those sites.
 - (v) A description of and an implementation plan for measures necessary to prevent a "taking" of legally protected state or federal listed threatened or endangered aquatic fauna and/ or critical habitat (if applicable).

(7) General criteria for erosion and sediment controls.

- (a) Erosion and sediment controls must be properly selected and installed in accordance with good engineering practices before land disturbance, development or earth moving activities begin. Effective erosion prevention and sediment controls should be designed, installed and maintained to minimize the discharge of pollutants. At a minimum, such controls must be designed, installed and maintained to:
 - (i) Control stormwater volume and velocity within the site to minimize soil erosion;
 - (ii) Control stormwater discharges, including both peak flow rates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel stream bank erosion;
 - (iii) Minimize the amount of soil exposed during construction activity;
 - (iv) Minimize the disturbance of steep slopes;
 - (v) Eliminate (or minimize if complete elimination is not possible) sediment discharges from the site. The design, installation and maintenance of erosion prevention and sediment controls must address factors such as the design storm and soils characteristics, including the range of soil particle sizes expected to be present on the site;
 - (vi) Provide and maintain natural buffers around surface waters, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration, unless infeasible; and
 - (vii) Minimize soil compaction and, unless infeasible, preserve topsoil.
- (b) Temporary measures may be removed at the beginning of the day but must be replaced at the end of the work day.
- (c) Construction shall be sequenced and phased on all projects regardless of size as a major practice to minimize exposure of bare soil and limit sediment discharges. Construction shall be phased to keep the total disturbed area less than 50 acres at any one time.
- (d) Pre-construction vegetative ground cover shall not be disturbed more than the time allowed under State of Tennessee's General NPDES Permit for Discharges of Stormwater Associated with Construction Activity, as amended, current edition,

prior to land disturbance, grading or earth moving unless the area is seeded or mulched or other temporary cover is installed. Erosion prevention and sediment control measures must be in place and functional before land disturbance activities begin, and must be constructed and maintained throughout the construction period.

- (e) A temporary or permanent sediment basin must be installed for areas required by the State of Tennessee's General NPDES Permit for Discharges of Stormwater Associated with Construction Activity, as amended, current edition.
 - (f) Soil stabilization measures shall be initiated on any portion of a site where construction activity has temporarily or permanently ceased. The timeframe for initiation of these measures shall be within the time allowed by the State of Tennessee's General NPDES Permit for Discharges of Stormwater Associated with Construction Activity, as amended, most current edition. Where precluded by snow cover or frozen ground conditions stabilization measures shall be initiated as soon as possible. Stabilization measures do not have to be initiated where disturbing activities will resume within the time allowed.
 - (g) Temporary or permanent soil stabilization shall be accomplished within time allowed by the State of Tennessee's General NPDES Permit for Discharges of Stormwater Associated with Construction Activity, as amended, current edition after final grading or other earth work.
 - (h) Public roads should be thoroughly cleaned of any sediment transported off the site by the end of each day or more often if deemed necessary by City Administrator or designee or Staff.
 - (i) Operators of construction sites must control waste such as litter, construction debris, chemicals, concrete truck washout and sanitary waste from being a source of stormwater pollution.
 - (j) After use, silt fences should be removed and disturbed areas stabilized.
- (8) Disclaimer of liability. The submission of plans under the provisions herein, the compliance with the provisions of these regulations, and/ or the satisfaction of any requirements or any approvals of the Stormwater Program shall not relieve any person from responsibility for damages to any person or property otherwise imposed by law; nor shall the foregoing impose any liability upon City of Morristown, its officials, its representatives, and/ or agents for damages to any person or property.

Section 5

Permanent Stormwater Management Design, Maintenance and Inspection

- (1) The requirements provided in this section shall be applicable to all Land Development, including new Development and Redevelopment, subject to a Land Disturbance Permit as described in Sections 3 and 4.
 - (a) Approval of a WQMP from the City will not be required for an entity which holds or will hold an active Tennessee Stormwater Multi-Sector General Permit for Industrial Activities (TMSP) from the Tennessee Department of Environment and Conservation (TDEC), provided the TMSP holder:
 - (i) applies for new or modified TMSP coverage for the area of proposed development or redevelopment.
 - (ii) provides a copy of the “Notice of Intent (NOI) for Storm Water Discharges Associated with Industrial Activity under the TMSP” with which they applied for TMSP coverage to the City.
 - (iii) remains in full compliance with the TMSP. This includes developing and updating as necessary the Stormwater Pollution Prevention Plan (SWPPP) and Spill Prevention Control and Countermeasures (SPCC) Plan (if SPCC is required).
- (2) No land disturbance or building permit shall be issued until a stormwater management plan has been approved by the City Administrator or designee for all Land Development, including new Development and Redevelopment as required by this section.
- (3) MS4 Stormwater design and BMP manuals.
 - (a) The Stormwater Program adopts as its MS4 stormwater design and best management practices (BMP) manual for stormwater management the City of Morristown Stormwater Program Standard Operating Procedures; as amended, most current edition.
 - (b) The Stormwater Program’s Standard Operating Procedures include a list of acceptable measures, controls and practices including the specific design performance criteria and operation and maintenance requirements for each. These include Stormwater Program approved BMPs, SCMs, GIPs and related stormwater design criteria for permanent stormwater management facilities and systems. Design Standards contained in the Stormwater Program Standard Operating Procedures may be adjusted at the discretion of the design engineer in accordance with updated and improved practices, subject to the City Administrator’s or designee’s approval.

- (c) The Stormwater Program Standard Operating Procedures may be updated and expanded from time to time upon the recommendation of the City Administrator or designee, based on improvements in engineering, science, monitoring and local maintenance experience, or changes in federal or state law or regulation. Stormwater facilities that are designed, constructed and maintained in accordance with these criteria will be presumed to meet the minimum water quality performance standards.
- (4) Stormwater Management Plan (SWMP) Requirements A permanent Stormwater Management Plan shall contain all required documents including but not limited to Detention Analysis, Hydrologic Analysis, Hydraulic Analysis, Runoff Reduction Analysis, WQMP, and SPAP. A SWMP that outlines the use of post construction stormwater management facilities, practices, BMP's, GIP's, SCM's and related methods intended to maintain or restore quality and quantity of stormwater runoff to pre-development levels shall be required in the following cases:
 - (a) If the project results in an increase of one half acre or more of impervious area.
 - (b) If the project will result in one half or more acre of land disturbance and meets the following criteria:
 - (i) A Water Quality Buffer Zone is present on or adjacent to the project site or proposed land disturbance activity.
 - (ii) Stormwater discharges from the project site or land disturbance activity will discharge directly to a Water Resource.
 - (c) Projects or developments of less than one acre of land disturbance if the construction activities at the site are part of a larger common plan of development or sale that comprise at least one acre of land disturbance.
 - (d) The City Administrator or designee may also require stormwater management plan for developments, redevelopments, or land uses that discharge to critical areas with sensitive resources, or areas where the City Administrator or designee has determined that additional restrictions are needed to limit adverse impacts of the proposed land disturbance, development or redevelopment on water quality or channel protection.
 - (e) Projects or developments of less than one acre of total land disturbance where the director, or authorized representative, of the Division of Water Pollution Control of the State of Tennessee, Department of Environment and Conservation has determined that:

- (i) the stormwater discharge from a site is causing, contributing to, or is likely to contribute to a violation of a state water quality standard;
 - (ii) the stormwater discharge is, or is likely to be a significant contributor of pollutants to waters of the state, or
 - (iii) changes in state or federal rules require sites of less than one acre that are not part of a larger common plan of development or sale to obtain a stormwater permit.
- (5) Stormwater Management Plans shall be prepared and stamped by an engineer or landscape architect competent in civil and site design. Portions of the stormwater management plan that require hydraulic or hydrologic calculations and design shall be prepared and stamped by an engineer.
- (6) The stormwater management plan shall include sufficient information to allow the Program to evaluate the environmental characteristics of the project site, the potential impacts of all proposed development of the site, both present and future, on the water resources, and the effectiveness and acceptability of the measures proposed for managing stormwater generated at the project site. The City Administrator or designee may require submittal of additional information in the stormwater management plan as needed to effectuate the purposes of this ordinance. The stormwater management plan shall include at a minimum the following:
 - (a) Topographic base map: Topographic base map of the site which extends beyond the limits of the proposed development the minimum distance required to locate, illustrate and indicate the following:
 - (i) Existing surface water drainage including streams, ponds, culverts, ditches, sink holes, wetlands; and the type, size, elevation, etc., of nearest upstream and downstream drainage structures;
 - (ii) Current land use including all existing structures, locations of utilities, roads, and easements;
 - (iii) All other existing significant natural and artificial features; and
 - (iv) Proposed land use with tabulation of the percentage of surface area to be adapted to various uses; drainage patterns; locations of utilities, roads and easements; the limits of clearing and grading.
 - (b) Proposed structural and non-structural BMPs.

- (c) A written description of the site plan and justification of proposed changes in natural conditions may also be required.
- (d) Calculations: Hydrologic and hydraulic design calculations shall be provided for the pre-development and post-development conditions for the design storms as specified in the BMP manual. These calculations must show that the proposed stormwater management measures are capable of controlling runoff from the site in compliance with this Ordinance and the guidelines of the BMP manual, as provided in the Stormwater Program Standard Operation Procedures. Such calculations shall include but are not limited to:
 - (i) A description of the design storm frequency, duration, and intensity where applicable
 - (ii) Time of concentration;
 - (iii) Soil types, curve numbers and runoff coefficients including assumed soil moisture conditions;
 - (iv) Peak runoff rates and total runoff volumes for each watershed or drainage area;
 - (v) Infiltration rates, where applicable;
 - (vi) Culvert, stormwater sewer, ditch and/or other stormwater conveyance capacities;
 - (vii) Flow velocities;
 - (viii) Hydraulic grade line for all components of the stormwater conveyance and stormwater management systems for the 25 year and/or 100 year storm event. Where the hydraulic grade line is not contained within the system a determination of the water surface elevation or ponding elevation shall be provided on the plans and contained within a drainage easement.
 - (ix) Data on the increase in rate and volume of runoff for the design storms referenced in the BMP manual; and
 - (x) Documentation of sources for all computation methods and field test results.
- (e) Soils information: If a stormwater management control measure depends on the hydrologic properties of soils (e.g., infiltration basins), then a soils report shall be

submitted. The soils report shall be based on on-site boring logs or soil pit profiles and soil survey reports. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soil types present at the location of the control measure.

- (f) Endangered Species. The stormwater management plan shall include a listing of any legally protected state or federally listed threatened or endangered species and/or critical habitat (if applicable) located in the area of land disturbing activities, and a description of the measures that will be used to protect them during and after grading and construction. United States Fish and Wildlife approval is required for all protection measures.
- (g) General Performance Criteria for Permanent Stormwater Controls. All land disturbance projects, including new development and redevelopment requiring a SWMP under this section shall address the performance criteria included in the Stormwater Program Standard Operating Procedures.
 - (i) Channel Protection. To protect stream channels from degradation, specific channel protection criteria shall be provided as prescribed in the Stormwater Standard Operating Procedures, as amended, latest edition.
 - (ii) Downstream Impact Analysis. To ensure that stormwater management systems maintain pre-development peak flows throughout the downstream conveyance system, an analysis of the downstream impact of the proposed stormwater management system at the point where the drainage area controlled by the system comprises 10% of the total drainage may be required by the City Administrator or designee.
 - (iii) Stormwater discharges to critical areas with sensitive resources (i.e., endangered species, cold water fisheries, shellfish beds, swimming beaches, recharge areas, water supply reservoirs) may be subject to additional performance criteria, or may need to utilize or restrict certain stormwater management practices.
 - (iv) Stormwater discharges from hot spots may require the application of specific structural BMPs and pollution prevention practices. In addition, stormwater from a hot spot land use may not be infiltrated unless proper pretreatment has been and approved by the City Administrator or designee.
 - (v) A Special Pollution Abatement Plan (SPAP) shall be required for the land uses identified as pollutant hot spots or as required by the City

Administrator or designee for new developments and redevelopments on the basis of:

- (a) land use or type of business;
 - (b) a history of air or water pollution at a site;
 - (c) a history of air or water pollution by an owner/operator at other sites;
 - (d) the potential to impact environmentally sensitive areas, such as wetlands;
 - (e) at the discretion of the City Administrator or designee as needed to address hotspots or pollutants of concerns on a case-by-case basis.
- (vi) Prior to or during the site design process, applicants for land disturbance permits shall consult with the Program to determine if they are subject to additional stormwater design requirements.
- (vii) Methods and calculations for determining peak flows as found in the Stormwater Standard Operating Procedures, as amended, latest edition shall be used for sizing all stormwater systems and facilities.

(7) Modifications

- (a) The minimum requirements for stormwater management plans may be modified upon written request of the landowner to the City Administrator or designee, provided that at least one (1) of the following conditions applies:
- (i) It can be demonstrated that the proposed development is not likely to impair attainment of the objectives of this Ordinance.
 - (ii) Alternative minimum requirements for on-site management of stormwater discharges have been established in a water quality management plan that has been approved by the City Administrator or designee.
 - (iii) Provisions are made to manage stormwater by an off-site facility. The off-site facility must be in place and designed to provide the level of stormwater control that is equal to or greater than that which would be afforded by on-site practices. Further, the facility must be operated and maintained by an entity that is legally obligated to continue the operation and maintenance of the facility in perpetuity with the land on which the facility is constructed.

- (iv) Engineering studies determine that installing the required green infrastructure practices, water quality management facilities or BMPs would actually cause adverse impact to water quality or cause increased channel erosion or downstream flooding.
- (v) Non-structural BMPs will be used on the site that will reduce the generation of stormwater from the site, the size and cost of stormwater storage, and/or the pollutants generated at the site. The City Administrator or designee must approve any such plan and will determine the amount of credit granted for the non-structural BMPs.
 - a. Additional structural BMPs will still be required unless credit for the full stormwater generation is provided.
 - b. If non-structural BMPs are approved, the applicant shall ensure that these practices are documented and remain unaltered by subsequent property owners.
- (vi) Requests to modify the requirements shall be submitted to the City Administrator or designee in writing, along with all necessary plans, specifications, calculations, and other documentation required to demonstrate that one (1) or more of the conditions listed above in is met and that the modification will not result in a reduction of water quality.
 - (a) The City Administrator or designee shall not approve modifications that cause any of the following:
 - (i) The city to be in violation of any state or federal NPDES permit, TMDL, or other applicable water quality regulation;
 - (ii) Degradation of biological functions or habitat;
 - (iii) Accelerated stream bank or streambed erosion or siltation;
 - (iv) Deterioration of existing culverts, bridges, dams, or other structures;
 - (v) Increased threat of flood damage
 - (vi) Increased threat to public health, life or property.

- (b) Any modification of the requirements of this Section requires written approval by the City Administrator or designee.
 - (c) If a modification requested at the time of plan submission is approved, the modifications must be documented as part of the approved Stormwater Management Plan.
 - (d) During construction, an owner may request modifications to the approved Stormwater Management Plan. Until such time as the amended plan is approved by the City Administrator or designee in writing, the land-disturbing activity and associated construction shall not proceed, except in accordance with the Stormwater Management Plan as originally approved.
- (8) As-built plans and plat. All applicants are required to submit actual as-built plans and plat which must be sealed by a surveyor and/or engineer that provide for the following:
 - (a) Stormwater system and appurtenances constructed as part of implementation of the design plans after final construction.
 - (b) Alterations to existing stormwater system and appurtenances as part of implementation of the design plans after final construction is completed.
 - (c) Stormwater Management facilities constructed as part of the implementation of the design plans after final construction.
 - (d) Alterations to existing stormwater management facilities constructed as part of the implementation of the design plans after final construction.
 - (e) Delineation of all proposed stormwater access and drainage easements required for the inspection, maintenance, repair and operation of the stormwater system and stormwater management facilities.
- (9) As-Built Analysis. All applicants are required to submit actual as-built analysis that shows the final design specifications and post development analysis for all stormwater management facilities and which must be sealed by an engineer.
- (10) The as-built plat and plan shall be submitted to the City Administrator or designee for review in a format as specified in the Stormwater Program Standard Operating Procedures.
- (11) A final inspection by the Stormwater Program is required before any performance security or performance bond will be released.

(12) The Stormwater Program shall have the discretion to adopt provisions for a partial pro-rata release of the performance security or performance bond upon completion and approval of the various stages of development.

(13) Certificate of Occupancy shall not be granted until the following is satisfied:

- (a) All stormwater management facilities have been inspected and accepted by the Stormwater Program.
- (b) Corrections to all stormwater management facilities have been made and accepted by the Stormwater Program.
- (c) As-Built plan and plat has been approved by the City Administrator or designee.

(14) Landscaping and Stabilization Requirements.

(a) Permanent stabilization with perennial vegetation (using native herbaceous and woody plants where practicable) or other permanently stable, non-eroding surface shall replace any temporary measures as soon as practicable. Unpacked gravel containing fines (silt and clay sized particles) or crusher runs will not be considered a non-eroding surface.

(b) The following criteria shall apply to revegetation efforts:

- (i) A landscaping plan may be submitted with the design describing the vegetative stabilization and management techniques to be used at a site after construction is completed. This plan will explain not only how the site will be stabilized after construction, but who will be responsible for the maintenance of vegetation at the site and what practices will be employed to ensure that adequate vegetative cover is preserved. This plan should be included in the Stormwater Management Plan.
- (ii) Reseeding must be done with an annual or perennial cover crop accompanied by placement of straw mulch or its equivalent of sufficient coverage to control erosion until such time as the cover crop is established over ninety percent (90%) of the seeded area.
- (iii) Replanting with native woody and herbaceous vegetation must be accompanied by placement of straw mulch or its equivalent of sufficient coverage to control erosion until the plantings are established and are capable of controlling erosion.
- (iv) Any area of revegetation must exhibit survival of a minimum of seventy-five percent (75%) of the cover crop throughout the year immediately

following revegetation. Revegetation must be repeated in successive years until the minimum seventy-five percent (75%) survival for one (1) year is achieved.

- (15) Inspection and Maintenance plan. The design and planning of all stormwater management facilities shall include detailed inspection and maintenance procedures to ensure their continued performance to be included in the inspection and maintenance agreement. These plans will identify the parts or components of a stormwater management facility that need to be maintained and the equipment and skills or training necessary to perform required maintenance. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for permanent elevation benchmark shall be identified in the plans to assist in the periodic inspection of the facility. These plans must be binding on the current property owners and all subsequent owners of the property and must be properly recorded in the Hamblen County Register of Deeds Office. Recording fees are to be paid by the applicant.
- (16) Maintenance Easements. A maintenance right-of-way or easement, having a minimum width of twenty feet (20') shall be provided to all water quality management facilities, BMPs, GIPs, vegetated buffers, runoff reduction practices and water quality volume reduction areas from a driveway, private road, or other accessible route which is connected to the public right of way to ensure access to the site. These easements must be binding on the current property owners and all subsequent owners of the property and must be properly recorded in the Hamblen County Register of Deeds Office.
- (17) Inspection and Maintenance Agreement. The owner of property to be served by an on-site stormwater management facility must execute an inspection and maintenance agreement that shall operate as a deed restriction or otherwise be binding on the current property owner and all subsequent property owners. The maintenance agreement shall:
- (a) Assign responsibility for the maintenance and repair of the stormwater facility to the property owners upon which the facility is located and be recorded as such on the plat for the property by appropriate notation;
 - (b) Provide for a periodic inspection by the property owner for the purpose of documenting maintenance and repair needs and ensure compliance with the purpose and requirements of this Ordinance.
 - (c) Grant Stormwater Program staff permission to enter the property at reasonable times to inspect the stormwater facility to ensure that it is being properly maintained;
 - (d) Provide for the minimum maintenance and repair needs to include but not limited to; the removal of silt, litter and other debris; the cutting of grass,

grass cuttings and vegetation removal; the replacement of landscape vegetation; inspection, maintenance and repair of inlets drainage pipes and any other stormwater facilities or appurtenances. It shall also provide that the property owner shall be responsible for additional maintenance and repair needs consistent with the needs and standards outlined in the Stormwater Program Standard Operating Procedures;

- (e) Provide that maintenance needs must be addressed in a timely manner on a schedule to be determined by the Program;
- (f) Provide that if the property is not maintained or repaired within the prescribed schedule, the Program shall perform the maintenance and repair at its expense, and bill two times the Program's cost to the property owner. The maintenance agreement shall also provide that the Program's cost of performing the maintenance shall be a lien against the property.
- (g) These agreements must be binding on the current property owners and all subsequent owners of the property and must be properly recorded in the Hamblen County Register of Deeds Office. Recording fees are to be paid by the applicant.

(18) Inspection of stormwater facilities.

- (a) Periodic inspections of facilities may be performed by the Stormwater Program.
- (b) In order to ensure that all stormwater management facilities and stormwater BMPs are operating correctly and being properly maintained, the Program shall, at a minimum, require owners or operators of stormwater management facilities to:
 - (i) Perform routine inspections to ensure that the BMPs are properly functioning. These inspections shall be conducted on an annual basis, at a minimum. These inspections shall be conducted by a person familiar with control measures implemented at a site. Owners or operators shall maintain documentation of these inspections.
 - (ii) Perform comprehensive inspections of all stormwater management facilities and practices. These inspections shall be conducted once every five (5) years, at a minimum. Such inspections must be conducted by either an engineer or landscape architect holding the required current Tennessee Erosion Prevention and Sediment Control certifications.

(iii) Complete inspection reports for these five year inspections shall include:

- (a) Facility type;
- (b) Inspection date;
- (c) Latitude and longitude, address and/or nearest street address;
- (d) BMP owner information (e.g. name, address, phone number, fax, and email);
- (e) A description of BMP conditions including: vegetation and soils, inlet and outlet channels and structures, embankments, slopes, safety benches, spillways, weirs, and other structures as well as any sediment and debris accumulation;
- (f) Photographic documentation of BMPs;
- (g) Specific maintenance items or violations that need to be corrected by the BMP owner along with deadlines and re-inspection dates.
- (h) Seal of an engineer or landscape architect.

(19) **Record Keeping.** Owners or operators shall maintain documentation of these inspections. The Program may require submittal of this documentation upon inspection of a facility, investigation of a drainage concern, or upon request.

(20) **Records of installation and maintenance facilities.** Parties responsible for the operation and maintenance of a stormwater management facility shall make records of the installation of the stormwater facility and of all maintenance and repairs to the facility and shall retain the records for at least five (5) years. These records shall be made available to the Program during inspection of the facility and at other reasonable times upon request.

(21) **Failure to meet maintenance design or maintenance standards.** Any discharge that flows from a stormwater facility or system that is not inspected and maintained in accordance with this Ordinance shall be an illicit discharge. Upon the failure of the party responsible for maintenance to meet or maintain design or maintenance standards, the Program shall notify in writing the party responsible for the stormwater facility or system. Upon receipt of such notice, the responsible person shall cause the failure to be corrected within the time set out by the Program in the written notice. In the event correction is not successfully made

within that time, among its other sanctions the Program may cause the corrections to be made. In such event the person responsible for the stormwater facility shall reimburse City of Morristown or the Program for the (2) two times the expense, which expense shall be a lien against the subject real property until paid in full.

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

Section 6

Water Quality Buffer Zone Requirements.

- (1) Water Quality Buffer Zone General Requirements:
- (a) A Water Quality Buffer Zone shall be applied to all water resources located in, or adjacent to, New Development, or Redevelopment within the jurisdictional limits of the City of Morristown.
 - (b) Water Quality Buffer Zones shall be maintained on all properties within the jurisdictional limits of the City of Morristown in a manner that allows for growth of Climax Successional Vegetation, and shall consist of undisturbed vegetation, preferably Native Vegetation, along both sides of a water resource measured linearly perpendicular from Top of Bank along the length of the water resource.
 - (c) All water quality buffer zones shall hereafter be inspected and maintained per the approved Inspection and Maintenance Plan and the Inspection and Maintenance Agreement as part of the approved Stormwater Management System, and as approved by the City Administrator or designee.
 - (d) All water quality buffer zones shall hereafter be placed into an easement that is recorded with the deed. The easement and any covenants for the permanent maintenance of water quality buffer zone shall be recorded in the land records and shall run with the land and continue in perpetuity.
- (2) Water Quality Buffer Zone Width Requirements. Buffer Zone widths shall be established according to the size of the drainage area of the water resource and the type of water resource. The Water Quality Buffer shall be applied according to the following criteria:

- (a) Water Resources not listed as Impaired or Exceptional Tennessee Waters with drainage areas less than one (1) square mile shall have a buffer width of thirty (30) feet minimum.
 - (b) Water Resources with drainage areas equal to or greater than one (1) square mile and/or are listed as Impaired or Exceptional Tennessee Waters shall have a buffer width of sixty (60) feet minimum.
 - (c) Water Quality Buffer Zone variances and Water Quality Buffer Zone width averaging is prohibited for any portion of developments with slopes greater than 15% located within the required Water Quality Buffer Zone. Where the slope within the Water Quality Buffer zone meets or exceeds 15% the minimum buffer width must be provided as required by this section.
 - (d) A minimum buffer width of 30-feet shall be provided around the perimeter of a wetland, as measured from the outermost edge of the wetland as determined by USACE, NRCS, TDEC, or a Tennessee Qualified Hydrologic Professional (TN-QHP).
 - (e) Water quality buffers are not required for ponds disconnected from other water resources.
 - (f) Water quality buffers are not required for ponds and wetlands designed and constructed for the purposes of stormwater quality treatment and stormwater management.
- (3) Prohibited Uses and Activities. The following land uses and activities are prohibited within the Water Quality Buffer:
- (a) Developments or facilities that include on-site sewage disposal and treatment system drain fields (i.e., septic systems), raised septic systems, subsurface discharges from a wastewater treatment plant, or land application of bio-solids or animal waste;
 - (b) Landfills (demolition landfills, permitted landfills, closed-in-place landfills);
 - (c) Junkyards;
 - (d) Commercial or industrial facilities that store and/or service motor vehicles;
 - (e) Commercial greenhouses or landscape supply facilities;
 - (f) Developments or facilities that have commercial or public pools;
 - (g) Agricultural facilities, farms, feedlots, and confined animal feed operations;

- (h) Animal care facilities, kennels, and commercial/business developments or facilities that provide short-term or long-term care of animals;
 - (i) Activities requiring a land disturbance permit under this ordinance for which a land disturbance permit has not been applied for, obtained and/or approved; and
 - (j) Other land uses and hot spots identified in this ordinance deemed by to have the potential to generate higher than normal pollutant loadings.
- (4) Allowed Uses and Activities. These uses and activities meeting the criteria outlined below may be allowed within the Water Quality Buffer Zone.
- (a) Conservation uses, wildlife sanctuaries, nature preserves, forest preserves, and fishing areas, provided no impervious surfaces are created within the Water Quality Buffer Zone and where an average Water Quality Buffer Zone width of 30 feet along the project area is maintained.
 - (b) Recreational trails, footpaths and greenways that are either unpaved or paved or pervious and intended for non-motorized vehicle use, where an average Water Quality Buffer Zone width of 30 feet along the project area is maintained. Recreational trails, footpaths, and greenways shall be designed to prevent the channelization of stormwater runoff.
 - (c) Parks, provided that no impervious surfaces are created within the Water Quality Buffer Zone and where an average Water Quality Buffer Zone width of 30 feet along the project area is maintained.
 - (d) Education and/or scientific research that does not require any of the prohibited activities or uses identified in this section provided that no impervious surfaces are created and where an average Water Quality Buffer Zone width of 30 feet along the project area is maintained.
 - (e) Stream restoration projects, facilities and activities, with prior approval of the City Administrator or designee and possessing the required permits from applicable federal and state regulatory agencies.
 - (f) Infrastructure features such as roads, bridges, storm drainage, stormwater management facilities that are appropriate for use in a Water Quality Buffer Zones and utilities, provided that they adhere to the following standards:
 - (i) The width of the disturbance for the feature is the minimum required to allow for maintenance and access;

- (ii) The angle of the buffer crossing shall be within 25% of perpendicular to the stream in order to minimize clearing requirements;
 - (iii) The number of buffer crossings is minimized, with no more than one crossing every one-thousand (1,000) linear feet.
 - (iv) Multiple driveway or private roadway crossings of a stream or a wetland within one development shall be prohibited unless approved by the City Administrator or designee.
 - (v) Maintenance to existing stormwater channels.
 - (vi) Stabilization and maintenance practices to existing outfalls or stormwater channels as needed prevent channelization and erosion in the Water Quality Buffer Zone from stormwater runoff.
- (g) Construction of public water system reservoirs.
- (h) Access areas for utilities (e.g., manholes) that are located in the Water Quality Buffer Zone area are allowed. Access areas must be minimized to the maximum extent possible, and shall be located no less than every 300 feet unless warranted by valid safety, access or service issues.
- (i) Landscaping to allow for Climax Successional Vegetation through the removal of Invasive Exotic Plants and the establishment of Native Vegetation, and/or other practices that restore the Ecological Integrity of the Water Quality Buffer Zone. This includes the following activities:
- (i) Removal of individual trees within the Riparian Buffer which are in danger of falling, causing damage to dwellings or other structures, or causing blockage of the water resource. In such instances, the root wad or stump should be left in place, where feasible, to maintain soil stability.
 - (ii) Minor landscaping is allowed within the water quality buffer zone to repair erosion, damaged vegetation or other problems noted. Only native species of vegetation may be used in conjunction with stabilization activities.
 - (iii) The pruning of native vegetation is allowed provided that the health and function of the vegetation is not compromised. However, only the individual removal of under-story nuisance vegetation (i.e. honeysuckle, kudzu, privet) causing minimal soil disturbance is permitted. On land where the removal of such nuisance vegetation would cause a reduction in the amount of stream canopy by fifty percent (50%) or more, re-vegetation with native plants is required to provide fifty percent (50%) of the previous canopy at a minimum. For areas where such

nuisance vegetation removal would cause a reduction in the amount of stream bank vegetation, re-vegetation with native plants is required to meet the previous coverage

- (5) Protection during Construction and Post Construction. All parties having influence over the condition of the water quality buffer zone must be made aware of its presence in order to preserve its integrity. Therefore, the following minimum measures must be taken:
- (a) All water quality buffer zones shall remain protected from land disturbance, vegetation removal, construction of impervious surfaces, and discharges of sediment and other construction-related wastes during development activities.
 - (b) Inspection and maintenance of water quality buffer zones shall be provided for in the approved Inspection and Maintenance plan as provided in the Inspection and Maintenance Agreement as required by Section 5 of this Ordinance.
 - (c) Water quality buffer zones must be shown on all site plans, construction plans, plats, and the recorded final plat. Where a final plat is not part of the development process (e.g commercial development), the water quality buffer zone shall be included on the as-built plat or survey as required by Section 5 of this ordinance. The buffer should be labeled as "Water Quality Buffer Zone" and be dimensioned from the Top of Bank. Notation shall be provided stating: "There shall be no clearing, grading, construction or disturbance of soil and/or native vegetation except as permitted by the City Administrator or designee."
 - (d) Prior to construction, a construction layout survey must be performed which includes staking and marking the water quality buffer zone. A combination of stakes, flagging, and tree protection fencing shall be used to ensure adequate visibility. On the development side of the buffer, provide erosion and sediment control measures such as tree protection fencing along the exterior edge of the water quality buffer zone to prevent further construction impacts.
 - (e) Permanent boundary markers, in the form of signage provided or approved by the City of Morristown's Stormwater Program, shall be installed prior to the completion of the development activities. Signage is to be posted at the coincidence of the water quality buffer zone edge, each lot line, and at a maximum spacing of one hundred fifty feet (150'). The sign shall contain the message, "Water Quality Buffer Zone: This area is reserved for the protection of water quality by limiting pollution, offering shade and bank stabilization, and providing wildlife habitat."
 - (f) Where the standards and management requirements of this ordinance are in conflict with other laws, regulations, and policies regarding streams, steep slopes, erodible soils, wetlands, floodplains, timber harvesting, land disturbance activities or other environmental protective measures, the more restrictive requirements shall apply.

(6) Variance Procedures. An alteration to the Water Quality Buffer Zone width and use of the Water Quality Buffer Zone for uses prohibited by this ordinance shall require a variance from the Stormwater Violations Appeals Board (SVAB). For Stormwater Violations Appeals Board see section 7 of this Ordinance.

- (a) Variance applications for alternative Water Quality Buffer Zone width, use and activities shall be submitted to the City Administrator or designee with all applicable fees and information as required by this ordinance.
- (b) Variance applications for alternative Water Quality Buffer Zone width, use and activities will be reviewed by the City Administrator or designee only where the applicant provides reasonable evidence that impacts to the buffer have been avoided or minimized to the fullest extent practicable. Reduction of the Water Quality Buffer Zone width may apply to specific areas of an overall Development, and shall be reviewed on a case-by-case basis as provided by this section. A determination that standards cannot be met shall not be based solely on difficulty or cost associated with implementation.
- (c) The City Administrator or designee shall transmit to the SVAB all papers constituting the record upon which the variance was requested. The SVAB shall fix a reasonable time for the hearing of the variance, give public notice thereof, as well as due notice to the parties in interest and decide the same within a reasonable time. Upon the hearing, any persons or party may appear in person, or by agent, or by attorney.
- (d) Variance applications will be reviewed by the SVAB only where the applicant provides reasonable evidence that impacts to the buffer have been avoided or minimized to the fullest extent practicable and only in the following cases:
 - (i) The project involves the construction or repair of an existing infrastructure project or a structure that, by its nature, must be located within the buffer. Such structures include but are not limited to, dams, public water supply intake structures, detention/retention ponds, waste water discharges, docks including access ways, boat launches including access ways, and stabilization of areas of public access to water; or
 - (ii) the project will result in the restoration or enhancement to improve water quality and/or aquatic habitat quality; or
 - (iii) Buffer intrusion is necessary to provide reasonable access to a property or properties; or
 - (iv) The intrusion is for gravity-flow sewer lines that cannot reasonably be placed outside the buffer, and stream crossings and vegetative disturbance are minimized; or

- (v) Crossing for utility lines, including but not limited to gas, liquid, power, telephone, and other pipelines, provided that the number of crossings and the amount of vegetative disturbance are minimized; or
- (vi) Recreational foot trails, greenways and viewing areas, providing that impacts to the buffer are minimal; or
- (vii) the project involves construction of one (1) single family home for residential use by the owner of the subject property and, at the time of adoption of this rule, there is no opportunity to develop the home under any reasonable design configuration unless a buffer variance is granted. Variances will be considered for such single family homes only if construction is initiated or local government approval is obtained prior to April 1, 2016; or
- (viii) The proposed land disturbing activity requires an Aquatic Resource Alteration Permit (ARAP) or a §401 Water Quality Certification (§401 certification) and the Tennessee Department of Environment and Conservation has approved a mitigation plan to be implemented as a condition of such a permit; or
- (ix) The proposed land disturbing activity within the buffer will require a permit from the United States Army Corps of Engineers under Section 404 of the federal Water Pollution Control Act Amendment of 1972, 33 U.S.C. Section 1344, and the Corps of Engineers has approved a mitigation plan to be implemented as a condition of such a permit; or
- (x) a plan is provided for buffer intrusion that shows that, even with the proposed land disturbing activity within the buffer, the completed project will result in maintained or improved water quality downstream of the project; or
- (xi) the project with a proposed land disturbing activity within the buffer in a stream segment listed as impaired under Section 303(d) of the federal Water Pollution Control Act Amendment of 1972, 33 U.S.C. Section 1313(d) and a plan is provided that shows that the completed project will result in maintained or improved water quality in such listed stream segment and that the project has no adverse impact relative to the pollutants of concern in such stream segment; or
- (xii) Variances may be granted for projects that are already covered by a valid, unexpired land disturbance permit issued prior to April 1, 2016.

- (e) When deemed appropriate the SVAB may consider variances to the Water Quality Buffer Zones width. The SVAB may relax the Water Quality Buffer Zone width to become narrower at some points as provided under this section per the following criteria as follows:
- (i) The 60' Water Quality Buffer Zone can be established on an average width basis as long as the width is not reduced to less than thirty feet (30') feet on both sides of the water resource as measured from Top of Bank.
 - (ii) If the Water Quality Buffer Zone as defined by this ordinance cannot be fully accomplished onsite, the SVAB may apply the criteria provided in this section for the issuance of a variance for alternative buffer widths. However, in no case can the width be reduced to less than fifteen (15) feet on both sides of the water resource as measured from Top of Bank.
 - (iii) The SVAB may offer credit for additional building density elsewhere on the site in compensation for the loss of developable land due to the requirements of this section. This compensation may increase the total number of dwelling units on the site up to the amount permitted under the base zoning.
- (f) When considering a request for a variance, the SVAB may require additional information in order to ensure the proposed buffer variance will not have or cause to have adverse impacts on water quality. Upon receipt of a completed application in accordance with this section the Board shall consider the completed application and the following factors in determining whether to issue a variance:
- (i) Locations of state waters, wetlands, floodplain boundaries and other natural features as determined by field surveys.
 - (ii) Shape, size, topography, slope, soils, vegetation and other physical characteristics of the property.
 - (iii) Location and extent of buffer intrusion.
 - (iv) Whether reasonable alternative project designs, such as the use of retaining walls, are possible which do not require buffer intrusion or which require less buffer intrusion.
 - (v) Whether issuance of the variance, with the required mitigation plan, re-vegetation plan and/or plan for permanent vegetation, is at least as protective of natural resources and the environment (including wildlife habitat).

(vi) The current condition of the existing buffer, to be determined by:

1. The extent to which existing buffer vegetation is disturbed;
2. The hydrologic function of the buffer; and water resource characteristics such as bank vegetative cover, bank stability, prior channel alteration or sediment deposition.
3. The extent to which the encroachment into the buffer may reasonably impair buffer functions.

(vii) The value of mitigation activities conducted pursuant to this section to be determined by development techniques or other measures that will contribute to the maintenance or improvement of water quality, including the use of green infrastructure, low impact designs and integrated best management practices, and reduction in effective impervious surface area.

(viii) The long-term water quality impacts of the proposed variance, as well as the construction impacts

1. The SVAB will assume that the existing water quality conditions are commensurate with an undeveloped forested watershed unless the applicant provides documentation to the contrary. If the applicant chooses to provide baseline documentation, site and/or water resource reach specific water quality, habitat, and/or biological data would be needed to document existing conditions. If additional data are needed to document existing conditions, the applicant may need to submit a monitoring plan and have it approved by the City Administrator or designee prior to collecting any monitoring data. Existing local data may be used, if available and of acceptable quality to the City Administrator or designee.
2. The results of the predicted pollutant loading under pre- and post-development conditions as estimated by models accepted by the City Administrator or designee indicate that existing water quality conditions will be maintained or improved.

(ix) For applications for which a land disturbing activity is proposed within the buffer of a 303(d) listed water resource the results of the model demonstrate that the project has no adverse impact relative to the pollutants of concern in such stream segment.

Illicit Discharges

- (1) **Scope.** This section shall apply to all water generated on developed or undeveloped land entering the Program's MS4.
- (2) **Prohibition of illicit discharges.** No person shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of stormwater. Non-stormwater discharges shall include, but shall not be limited to:
 - (a) sanitary wastewater;
 - (b) car wash wastewater;
 - (c) radiator flushing disposal;
 - (d) spills from roadway accidents;
 - (e) carpet cleaning wastewater;
 - (f) effluent from septic tanks;
 - (g) improper oil disposal;
 - (h) laundry wastewater/gray water;
 - (i) improper storage , disposal or discharge of auto and household products.
 - (j) Improper storage, disposal or discharge of solid waste, including discharge from vehicles
 - (k) any discharge that flows from a stormwater facility that is not inspected and maintained in accordance with Section 5 and 14 of this Ordinance and in accordance to the Stormwater Program Standard Operating Procedures, as amended, lasted edition.
 - (l) Discharge related activities that are likely to jeopardize the continued existence of any state or federally listed species or result in the adverse modification or destruction of habitat that is designated as critical under the Endangered Species Act (ESA) or other applicable state law or rule.
 - (m) Discharge or conduct discharge related activities that will cause a prohibited take of federally listed species (as defined under Section 3 of the ESA and 50 CFR §17.3), unless such take is authorized under Sections 7 or 10 of the ESA.

- (n) Discharge or conduct discharge-related activities that will cause a prohibited take of state listed species (as defined in the Tennessee Wildlife Resources Commission Proclamation, Endangered or Threatened Species, and in the Tennessee Wildlife Resources Commission Proclamation, Wildlife in Need of Management), unless such take is authorized under the provisions of Tennessee Code Annotated §70-8-106(e)
 - (o) Discharges that would cause or contribute to an in-stream exceedance of water quality standards.
 - (p) Discharges of any pollutant into any water for which a Total Maximum Daily Load (TMDL) has been approved by EPA, where the TMDL establishes a specific waste load allocation and recommends it be incorporated into an individual NPDES permit.
 - (q) Discharges of materials resulting from a spill, except emergency discharges required to prevent imminent threat to human health or to prevent severe property damage, provided reasonable and prudent measures have been taken to minimize the impact of the discharges.
- (3) **Exempt Discharges.** The commencement, conduct or continuance of any non- stormwater discharge to the municipal separate storm sewer system is prohibited except as described as follows:
- (a) Uncontaminated discharges from the following sources:
 - (i) Water line flushing or other potable water sources;
 - (ii) Irrigation or lawn watering with potable water;
 - (iii) Diverted stream flows;
 - (iv) Rising ground water;
 - (v) Groundwater infiltration to storm drains, infiltration does not include sanitary sewer inflow;
 - (vi) Pumped groundwater;
 - (vii) Foundation or footing drains;
 - (viii) Crawl space pumps;
 - (ix) Air conditioning condensation;

- (x) Springs;
- (xi) Individual residential car washing;
- (xii) Natural riparian habitat or wetland flows;
- (xiii) Firefighting activities;
- (xiv) Discharges specified in writing by the Program as being necessary to protect public health and safety.
- (xv) Dye testing is an allowable discharge if the Program has so specified in writing.
- (xvi) Discharges authorized by the Construction General Permit (CGP), as amended, latest edition.
 - 1. dewatering of work areas of collected stormwater and ground water (filtering or chemical treatment may be necessary prior to discharge);
 - 2. waters used to wash vehicles (of dust and soil, not process materials such as oils, asphalt or concrete) where detergents are not used and detention and/or filtering is provided before the water leaves site;
 - 3. water used to control dust in accordance with CGP, as amended, latest edition.
 - 4. potable water sources including waterline flushing from which chlorine has been removed to the maximum extent practicable;
 - 5. routine external building wash-down that does not use detergents or other chemicals;
 - 6. uncontaminated groundwater or spring water; and
 - 7. foundation or footing drains where flows are not contaminated with pollutants (process materials such as solvents, heavy metals, etc.).

(4) Prohibition of illicit connections. The construction, use, maintenance or continued existence of illicit connections to the municipal separate storm sewer system is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

- (5) Prohibition of Illegal Dumping. No person shall dump or otherwise deposit outside an authorized landfill, convenience center or other authorized garbage or trash collection point, any trash or garbage of any kind or description on any private or public property, occupied or unoccupied, inside the Program Service Area. It shall be illegal for any person to intentionally dump or spill liquids or solids that are considered pollutants by the U.S. Environmental Protection Agency (EPA) on the ground where there is potential exposure to rain or stormwater and potential for the pollutant to reach the municipal separate storm sewer system of the city.
- (6) Reduction of stormwater pollutants by the use of best management practices. Any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at the person's expense, the BMPs necessary to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this section. Discharges from existing BMPs that have not been maintained and/or inspected in accordance with this ordinance shall be regarded as illicit.
- (7) Notification of spills. Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting in, or may result in, illicit discharges or pollutants discharging into the municipal separate storm sewer system, the person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials the person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, the person shall notify the Program in person or by telephone, fax, or email, no later than the next business day. Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the Program within three (3) business days of the telephone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.
- (8) Elimination of illicit connections and illicit discharges.
- (a) Any owner or tenant of a property or premises where an illicit connection and/or discharge is located shall be required, at such person's expense, to eliminate the illicit connection and/or discharge to the municipal separate storm sewer system.
 - (b) Any owner or tenant of a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at such person's expense, the BMPs

necessary to prevent the further discharge of pollutants to the municipal separate storm sewer system.

- (c) Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this ordinance.

(9) Inspections.

- (a) The City Administrator or designee or their representative shall have the right to enter onto private properties for the purposes of investigating a suspected violation of this ordinance, or to remove foreign objects or blockages.
- (b) The owner or person in control of any premises, facility, operation, or residence where an illicit discharge or illicit connection is known or suspected shall allow the City Administrator or designee or their representative to have access to and copy at reasonable times, any applicable state or federal permits and associated records related to the known or suspected discharge or connection, and any reports or records maintained in accordance with this ordinance.
- (c) The failure of an owner or person in control of any premises to allow such inspection by the City Administrator or designee or their representative shall be a violation of this ordinance, which violation may be cause for the issuance of a stop work order, withholding of a certificate of occupancy, and/or civil penalties in addition to enforcement actions for illicit discharge.
- (d) The City Administrator or designee may require any person engaging in any activity or owning any property, building or facility (including but not limited to a site of industrial activity) to undertake such reasonable monitoring of any discharge(s) to the stormwater system and to furnish periodic detailed reports of discharges and/or illicit discharges.

Section 8

Enforcement.

- (1) **Enforcement authority.** The City shall have the authority to issue notices of violation and citations, and to impose the civil penalties provided in this Ordinance. The City may take any of the following authorized actions and measures in any order as needed to effectuate the purpose of this ordinance:
 - (a) **Verbal Warnings** – At a minimum, verbal warnings must specify the nature of the violation and required corrective action.
 - (b) **Written Notices** – Written notices must stipulate the nature of the violation and the required corrective action, with deadlines for taking such action.
 - (c) **Citations with Administrative Penalties** – The City shall have the authority to assess monetary penalties, which may include civil and administrative penalties.
 - (d) **Stop Work Orders** – Stop work orders that require construction activities to be halted, except for those activities directed at cleaning up, abating discharge, and installing appropriate control measures.
 - (e) **Withholding of Plan Approvals, Certificates of Occupancy, Development Permits or Other Authorizations** – Where a facility is in noncompliance, the City's own approval process affecting the facility's ability to discharge to the MS4 can be used to abate the violation.
 - (f) **Additional Measures** – The City may also use other escalated measures provided under local legal authorities. The City may perform work necessary to improve erosion control measures and collect the funds from the responsible party in an appropriate manner, such as directly billing the responsible party to pay for work and materials.
- (2) **Notification of violation:**
 - (a) **Verbal warning.** Verbal warning may be given at the discretion of the City Administrator or designee when it appears the condition can be corrected by the violator within a reasonable time, which time shall be approved by the City Administrator or designee.
 - (b) **Written notice.** Whenever the City finds that any permittee or any other person discharging stormwater has violated or is violating this ordinance or a permit or order issued hereunder, the City may serve upon such person written notice of the violation. Within ten (10) days of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required

actions, shall be submitted to the City. Submission of this plan in no way relieves the discharger of liability for any violations occurring before or after receipt of the notice of violation.

- (c) Consent orders. The City is empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the noncompliance. Such orders will include specific action to be taken by the person to correct the noncompliance within a time period also specified by the order. Consent orders shall have the same force and effect as administrative orders issued pursuant to paragraphs (d) and (e) below.
- (d) Show cause hearing. The City may order any person who violates this ordinance or permit or order issued hereunder, to show cause why a proposed enforcement action should not be taken. Notice shall be served on the person specifying the time and place for the meeting, the proposed enforcement action and the reasons for such action, and a request that the violator show cause why this proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing.
- (e) Compliance order. When the City finds that any person has violated or continues to violate this ordinance or a permit or order issued thereunder, the City may issue an order to the violator directing that, following a specific time period, adequate structures or devices be installed and/or procedures implemented and properly operated. Orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the construction of appropriate structures, installation of devices, self-monitoring, and management practices.
- (f) Cease and desist and stop work orders. When the City finds that any person has violated or continues to violate this ordinance or any permit or order issued hereunder, the City may issue a stop work order or an order to cease and desist all such violations and direct those persons in noncompliance to:
 - (i) Comply forthwith; or
 - (ii) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation; including halting operations, except for terminating the discharge and installing appropriate control measures.
- (g) Suspension, revocation or modification of permit. The City may suspend, revoke or modify the permit authorizing land disturbance, land development or any other project of the applicant or other responsible person within the Stormwater Program

Service Area. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated upon such conditions as the City may deem necessary to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.

Section 9

Penalties

(1) Violations. Any person who shall commit any act declared unlawful under this ordinance, who violates any provision of this ordinance, who violates the provisions of any permit issued pursuant to this ordinance, or who fails or refuses to comply with any lawful communication or notice to abate or take corrective action by the City, shall be guilty of a civil offense.

(2) Misdemeanor and Penalties.

1. Misdemeanor-unlawful acts. It shall be unlawful for any person to violate any provision of this ordinance. Any person found to be in violation of the provisions of this ordinance shall be punished by a fine of not less than twenty-five dollars (\$25.00) nor more than fifty dollars (\$50.00) for each offense. Each day of failure or refusal to comply with any lawful notice to abate violation of this ordinance shall be deemed a separate offense and punishable accordingly.
2. Under the authority provided in Tennessee Code Annotated § 68-221-1106, the City declares that any person violating the provisions of this ordinance may be assessed a civil penalty by the Program of not less than fifty dollars (\$50.00) and not more than five thousand dollars (\$5,000.00) per day for each day of violation. Each day of violation shall constitute a separate violation.

(3) Measuring civil penalties. In assessing a civil penalty, the City may consider:

- (a) The harm done to the public health or the environment;
- (b) Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity;
- (c) The economic benefit gained by the violator;
- (d) The amount of effort put forth by the violator to remedy this violation;
- (e) Any unusual or extraordinary enforcement costs incurred by the Program;

- (f) The amount of penalty established by ordinance for specific categories of violations; and
 - (g) Any equities of the situation which outweigh the benefit of imposing any penalty or damage assessment.
- (4) Recovery of damages and costs. In addition to the civil penalty in subsection (2) above, the City may recover:
- (a) All damages proximately caused by the violator to the City, which may include any reasonable expenses incurred in investigating violations of, and enforcing compliance with, this Ordinance, or any other actual damages caused by the violation.
 - (b) Two times the costs of the City's maintenance of stormwater facilities when the user of such facilities fails to maintain them as required by this Ordinance.
- (5) Referral to TDEC. Where the City has used enforcement to achieve compliance with this Ordinance, the City may refer the violation to TDEC.
- (6) Other remedies. The City may bring legal action to enjoin the continuing violation of this ordinance, and the existence of any other remedy, at law or equity, shall be no defense to any such actions.
- (7) Remedies cumulative. The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal, that one (1) or more of the remedies set forth herein has been sought or granted.

Section 10

Appeals to Enforcement, Violations and Penalties

(1) Enforcement Actions of the City Administrator or designee, except for possible criminal violations which the staff has reported to the appropriate enforcement agency, shall be subject to an appeals process under the initial jurisdiction of the Stormwater Violations Appeals Board. Appealable staff actions specifically include enforcement actions and the assessment of penalties. Written appeals of staff actions must be filed with the City Administrator or designee within thirty (30) days of the actions issuance (TCA § 68-221-1106). Following receipt of a written "Notice of Appeal" from an appellant, the appeals process shall function as follows:

- (a) Administrative Review. An administrative review of all appeals and/or requests for review shall initially be conducted by the City Administrator or designee. The City Administrator or designee shall review the record of the situation and, if the City Administrator or designee is not satisfied that both of the following conditions have been met, the City Administrator or designee shall notify the appellant of the finding and grant the relief or a portion of the relief, as determined by the City Administrator or designee, sought by the appellant:
 - (i) The matter under dispute has been handled correctly by the staff under the applicable rules and procedures of the Stormwater Program.
 - (ii) The matter under dispute has been handled fairly by the staff and the appellant has not, in any way, been treated differently than other dischargers with similar circumstances.
- (b) If the City Administrator or designee determines that both items (i) and (ii) immediately above have been satisfied, the City Administrator or designee shall notify the appellant in writing that no relief can be granted at the staff level and that the appellant is free to pursue the appeal with the Stormwater Violations Appeals Board . Such notification shall include instructions as to the proper procedure for bringing the matter before the Board. Notification shall be made by hand-delivery; verifiable facsimile transmission; e-mail with a verified return request receipt or certified mail, return receipt requested. The City Administrator or designee shall complete the review and issue a decision within 20 calendar days of the receipt of the appeal.

Section 11

Stormwater Violations Appeals Board

(1) **Established.** There is hereby established a Board of Three (3) members to be known as the "Stormwater Violations Appeals Board."

(2) **Composition; terms; filling vacancies.**

(a) The Three (3) members of the Board shall initially be appointed by the City Council for staggered terms of one (1) to three (3) years, subject to the approval of the City Council with terms after the initial appointments being for three (3) years. Members shall not serve more than two (2) consecutive three (3) year terms. Members of the Stormwater Violations Appeals Board shall hold no other public office in the City or be employed by the City. The City Council shall appoint one member to represent each of the following:

(i) a representative of a professional consulting field such as an engineer, architect, landscape architect, scientist or educator with technical knowledge of practices regulated by this Ordinance;

(ii) a representative of an industrial or commercial establishment that is regulated by this Ordinance;

(iii) a representative of the building or contracting industry that is regulated by this Ordinance;

(b) **Officers.** Officers of the Stormwater Violations Appeals Board shall consist of a chairman, vice-chairman, and a secretary. The Board shall elect a Chairman, Vice-Chairman and Secretary from its own membership who shall serve annual terms. The position of the chairman and vice-chairman of the Board shall rotate among the members. After the selection of a new chairman, the former chairman shall serve as vice-chairman for the next succeeding year. Should a member of the Board decline to seek nomination as chairman, the rotation would proceed to the next board member.

(c) Nomination of officers shall be made from the floor. Election of officers shall follow immediately. A candidate receiving a majority vote of the entire membership of the Board shall be declared elected. The officer shall take office immediately and serve for one year (1) year until his successor takes office.

(d) If any member of the Board misses two (2) meetings in succession without an adequate justification, they shall be notified by the Chairman they are being placed on probation. They must attend the next two (2) meetings to be released from probation. If they shall fail to satisfactorily complete a probation or if they are placed

on probation for a second time during a term of office, the Chairman of the Stormwater Violations Appeals Board shall request the City Council to dismiss the Board member and to appoint a new member approved by the City Council. If the Chairman of the Stormwater Violations Appeals Board shall be absent from two (2) meetings in succession without an adequate justification, the Vice-Chairman shall request the City Council to dismiss the Chairman of the Stormwater Violations Appeals Board and select a new Chairman to perform the duties.

(3) General duties of the board.

Appeals rejected by the City Administrator or designee may be brought before the Stormwater Violation Appeals Board if filed in writing with the Stormwater Program within 30 calendar days of the City Administrator's or designee's prior decision (TCA §68-221-1106). Within 30 calendar days of receipt of a notification of an appeal, the Board shall determine if the appeal is to be heard by the Board. Once the appropriate forum for the appeal is decided, a reasonable date and time for hearing of the appeal shall be set. The board will give public notice thereof as well as due notice to the parties in interest and decide the same within a reasonable time. Such date and time shall be within 15 calendar days following the date of the Stormwater Violation Appeals Board initial considerations regarding the appeal.

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

- (a) To hold hearings upon appeals from enforcement orders or enforcement actions of the City Administrator or designee as may be provided under any provision of this ordinance;
- (b) To hold hearings relating to the suspension, revocation, or modification of a land disturbance permit or stormwater discharge permit and issue appropriate orders relating thereto;
- (c) To hold hearings relating to an appeal from a user concerning the accuracy of any penalties imposed upon the user by this ordinance due to violation or other enforcement action;
- (d) To hold such other hearings as may be required in the administration of this ordinance; and
- (e) To make such determinations and issue such orders as may be necessary to effectuate the purposes of this ordinance.

(4) Meetings; quorum.

- (a) The board shall hold meetings as it finds necessary to effectuate the purposes of this section.
 - (b) The order of business at all meetings of the Stormwater Violations Appeals Board shall follow Robert's Rules of Order, more specifically, the provisions that pertain to conducting informal meetings for small boards.
 - (c) Two (2) members of the board shall constitute a quorum, but a lesser number may adjourn a meeting from day to day. Any substantive action of the board shall require two (2) votes, but a majority of the quorum may decide any procedural matter.
 - (d) All meetings of the Stormwater Violations Appeals Board shall be open to the public.
 - (e) The Stormwater Violations Appeals Board may adjourn a hearing or meeting if all applications or appeals cannot be disposed of on the day set, and no further public notice shall be necessary for a continuation of such meeting.
 - (f) Any member of the Board shall be disqualified to act upon a matter before the Stormwater Violation Appeals Board with respect to property in which the member has an interest.
 - (g) The Board shall keep public records of its proceedings.
 - (h) The chairman and secretary shall sign all approved minutes and at the end of the year shall certify that the minutes of the preceding year are a true and correct copy.
- (5) **Order of Business.** The order of business for a meeting of the Stormwater Violation Appeals Board shall be:
- (a) Call to Order
 - (b) Determination of Quorum
 - (c) Approval of minutes at previous meeting
 - (d) Hearing of cases on the agenda in order of agenda
 - 1. Consideration of cases
 - 2. Motions shall be stated by the chairman or his designee before a vote is taken. The names of persons making and seconding motions shall be recorded.
 - 3. Continued until all cases are heard or until a determination made that all cases cannot be disposed of on the set date.

(e) Other business

(f) Adjournment

(6) Hearing procedure; judicial review.

(a) When to be held. The stormwater violation appeals board shall schedule an adjudicatory hearing to resolve disputed questions of fact and law whenever provided by any provision of this Ordinance at the call of the Chairman. Such date and time shall be within 15 calendar days following the date of the Stormwater Violation Appeals Board initial considerations regarding the appeal.

(b) All meetings of the Stormwater Violations Appeals board shall be open to the public.

(c) Record of hearing. - At any such hearing, all testimony presented shall be under oath or upon solemn affirmation in lieu of oath. The board shall make a record of such hearing, but the same need not be a verbatim record. Any party coming before the board shall have the right to have such hearing recorded steno graphically, but in such event the record need not be transcribed unless any party seeks judicial review of the order or action of the board by common law writ of certiorari, and in such event the parties seeking such judicial review shall pay for the transcription and provide the board with the original of the transcript so that it may be certified to the court.

(d) Subpoenas. - The chairman may issue subpoenas requiring attendance and testimony of witnesses or the production of evidence, or both. A request for issuance of a subpoena shall be made by lodging with the chairman at least ten (10) days prior to the scheduled hearing date a written request for a subpoena setting forth the name and address of the party to be subpoenaed and identifying any evidence to be produced. Upon endorsement of a subpoena by the chairman, the same shall be delivered to the chief of police for service by any police officer of the city, if the witness resides within the city. If the witness does not reside in the city, the chairman shall issue a written request that the witness attend the hearing.

(e) Depositions. - Upon agreement of all parties, the testimony of any person may be taken by deposition or written interrogatories. Unless otherwise agreed, the deposition shall be taken in a manner consistent with Rules 26 through 33 of the Tennessee Rules of Civil Procedure, with the chairman to rule on such matters as would require a ruling by the court under such rules.

(f) Hearing procedure. - The party at such hearing bearing the affirmative burden of proof shall first call his witnesses, to be followed by witnesses called by other parties, to be followed by any witnesses which the board may desire to call. Rebuttal witnesses shall be called in the same order. The chairman shall rule on any

evidentiary questions arising during such hearing and shall make such other rulings as may be necessary or advisable to facilitate an orderly hearing subject to approval of the board. The board, the City Administrator or designee, or his representative, and all parties shall have the right to examine any witness. The board shall not be bound by or limited to rules of evidence applicable to legal proceedings.

(g) Appeal to board of City Administrator's or designee's order. Any person aggrieved by any order or determination of the City Administrator or designee may appeal said order or determination to the board and have such order or determination reviewed by the board under the provisions of this section. A written notice of appeal shall be filed with the City Administrator or designee and with the chairman, and such notice shall set forth with particularity the action or inaction the City Administrator or designee complained of and the relief sought by the person filing said appeal. A special meeting of the board may be called by the chairman upon the filing of such appeal, and the board may in its discretion suspend the operation of the order or determination of the City Administrator or designee appeals from until such time as the board has acted upon the appeal.

(h) Absence of chairman. - The vice-chairman or the chairman pro tem shall possess all the authority delegated to the chairman by this section when acting in his absence or in his stead.

(7) Review of board's decision. Any person aggrieved by any final order of determination of the board hereunder shall have judicial review by common law writ of certiorari.

Section 12

Stormwater Service Utility Fees

(1) Purpose. The purpose of this section is to establish a stormwater utility and associated stormwater utility service charge within the City of Morristown pursuant to the authority granted by Tennessee Code Annotated, § 68-221-11 and for the purpose of providing dedicated funds for stormwater management operations and facilities within the City of Morristown.

(2) Objectives. The objectives of this section include but are not limited to the following:

- (a) To establish an equitable approach to fund the City of Morristown's stormwater management services and facilities;
- (b) To establish impervious area, which is the most important factor influencing stormwater service requirements and costs posed by properties located throughout the City of Morristown, as the parameter utilized for calculating stormwater service charges;

- (c) To adopt a schedule of service charges upon properties that is related to the burden of stormwater quantity and quality control service requirements and costs posed by properties throughout the City of Morristown.
 - (d) To establish the rules and process for appeals of stormwater service charges.
- (3) Effective date. Stormwater service charges are effective and were employed as of March 18, 2008.
- (4) Exemptions. Except as provided in this section, no public or private property shall be exempt from stormwater utility service charges or receive a credit or offset against such service charges. No exemption, credit, offset, or other reduction in stormwater service charges shall be granted based on the age, tax, or economic status, race, or religion of the customer, or other condition unrelated to the stormwater utility's cost of providing stormwater management services and facilities.
- (5) Exemptions allowed. The following exemptions from stormwater service charges shall be allowed:
 - (a) Undeveloped land as defined in this Ordinance;
 - (b) Railroad tracks; however, railroad stations, maintenance buildings, or other developed land used for railroad purposes shall not be exempt from stormwater service charges;
 - (c) Improved public road rights-of-way that have been conveyed to and accepted for maintenance by the City of Morristown or the State of Tennessee Department of Transportation and are available for use in common for vehicular transportation by the general public;
 - (d) Properties that do not discharge stormwater runoff at any time into or through the stormwater management system, as defined in this Ordinance.
- (6) Unit of Measure. The ERU shall be used as the basis for determining stormwater service charges to single family residential detached dwelling unit properties or classes of single family residential detached dwelling unit properties and all other developed land. Stormwater service charges for multiple dwelling unit properties shall be calculated in the same way as other developed lands.
- (7) Monthly billing and collection. The Witt Utility District, Russellville-Whitesburg Utility District and Alpha-Talbott Utility District, which are henceforth referred to as "other authorized agencies," and the Morristown Utilities Commission shall bill and collect stormwater service charges for the city from all customers who own or rent properties that are subject to the

stormwater utility service charges imposed by this Ordinance. The Morristown Utilities Commission and other authorized agencies shall include such stormwater utility service charges as a designated item on its utility service bills each month, following the same procedure it uses in billing and collecting utility charges.

- (8) Discontinuance of water service for failure to pay stormwater service charges. The Morristown Utilities Commission and other authorized agencies may discontinue water service to any customer for failure to pay the stormwater utility service charge, and shall not connect or re-establish water service for a customer who owes a delinquent stormwater utility service charge until such stormwater utility service charge has been paid.
- (9) Adjustments in charges. The City Administrator or designee shall make adjustments in the stormwater utility service charge for over or under calculation of impervious surfaces.
- (10) City to keep stormwater utility service charges in separate accounts. The City Administrator or designee shall keep the funds received from stormwater utility service charges in a separate enterprise account entitled "stormwater fund."
- (11) Appeals. Any stormwater utility service customer who believes the provisions of this Ordinance have been applied in error may appeal the application or amount of the stormwater utility service charge in the following manner:
 - (a) An appeal must be filed in writing with the City Administrator or designee.
 - (b) Using the information provided by the appellant, the City Administrator or designee or his/her designee shall conduct a technical review of the conditions on the property and respond to the appeal in writing within thirty (30) days.
 - (c) The City Administrator or designee upon review of information provided by the appellant may require the appeal to include a survey or site plan prepared by a surveyor or engineer containing information on the total property area, the impervious surface area (in square feet), and any other features or conditions which influence the hydrologic response of the property to rainfall events.
 - (d) In response to an appeal, the City Administrator or designee may adjust the stormwater service charge applicable to a property in conformance with the general purpose and intent of this Ordinance and shall inform the appellant of such adjustment in writing.
- (12) A decision of the City Administrator or designee which is adverse to an appellant may be further appealed to the City within thirty (30) days from the date of the adverse decision. Notice of the appeal shall be delivered to the city administrator by the appellant, stating the grounds for the further appeal. The city administrator shall issue a decision on the appeal within thirty (30) days. All decisions of the city administrator shall be final and shall be served

on the customer personally or by registered or certified mail. Service shall be based upon the service charge billing address of the customer.

- (13) The appeal process contained in this subsection shall not prevent an appellant from seeking relief in the approved manner and form from a court of competent jurisdiction.

Section 13

Program Fees

- (1) **Special Program Fees.** The City shall be allowed to charge special Program fees to individuals and organizations for specific activities which require input from the Program Staff. Because of the service-related nature of the special Program fees, they shall be applicable to all stormwater customers located within the Program Service Area, including customers who may be exempt from the Stormwater Utility Fee. Special Program fees shall comply with the following provisions:

(a) **Types:** Special Program fees may be charged for the following types of services:

- (i) **Development Plans Review:** Any person or organization with planned construction that will disturb 2,400 square feet or more shall submit development plans to the Program Staff which describe in detail the planned construction's conformance with City requirements for stormwater pollution control at the site of the development. "Disturb" as used in this section shall identify any activity which covers, removes, or otherwise reduces the area of existing vegetation at a site, even on a temporary basis.
- (ii) **Erosion Control Plans Review:** Any person or organization with planned construction that will disturb 2,400 square feet or more shall submit erosion control plans to the Program Staff which describe in detail the planned construction's conformance with City requirements for erosion control at construction sites. It is understood that the Erosion Control Plans Review fee shall include on-site inspections by qualified member(s) of the Program Staff of the installed erosion control measures as defined by the approved erosion control plans.
- (iii) **Erosion Control Non-Compliance Re-Inspection:** Should any on-site inspection of installed erosion control measures reveal that the measures have been improperly installed, prematurely removed, damaged, or have otherwise failed and that such deficiency does not pose an imminent threat to the public safety or welfare or the downstream water environment, the City shall inform the responsible party of the deficiency, the responsible party's obligation to bring the installation into compliance with the approved plan, and the assessment of a re-inspection fee. The re-inspection fee shall reimburse the City for the costs

associated with an inspector's returning to a specific site out of the normal inspection sequence.

- (iv) Stormwater Plans Review: Any person or organization with planned construction shall submit stormwater management plans and or as-built plans to the Program Staff which describe in detail the planned construction's conformance with City requirements for post construction stormwater management design, operation and maintenance. It is understood that the Stormwater Plans Review fee shall include on-site inspections by qualified member(s) of the Program Staff of the installed post construction stormwater management system, facility or BMP.
- (v) Other: The City Administrator or designee may from time to time identify other specific activities which warrant a Special Program Fee. No such fee shall be enacted unless it is endorsed by and approved by the Morristown City Council.

Section 14

Existing Locations and Developments

- (1) Requirements for all existing locations and developments. Requirements applying to all locations and developments at which land disturbing activities occurred prior to the enactment of this Ordinance must meet the requirements in place at the time the developer's concept plan was received by the City of Morristown.
- (2) Inspection of existing systems and facilities. The City may, to the extent authorized by state and federal law, establish inspection programs to verify that all permanent stormwater systems, devices or facilities, including those built both before and after the adoption of this Ordinance, are functioning within design limits as established within the Stormwater Program Standard Operating Procedures. These inspection programs may include, but are not limited to, routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as sources of increased sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with increased discharges of contaminants or pollutants or with discharges of a type more likely than the typical discharge to cause violations of the municipality's NPDES stormwater permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include but are not limited to reviewing maintenance and repair records; sampling discharges, surface water, ground water, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other BMPs.
- (3) Failure to meet maintenance design or maintenance standards. Any discharge that flows from a stormwater facility or system that is not inspected and maintained in accordance with

this Ordinance shall be an illicit discharge. Upon the failure of the party responsible for maintenance to meet or maintain design or maintenance standards, the City shall notify in writing the party responsible for the stormwater facility or system. Upon receipt of such notice, the responsible person shall cause the failure to be corrected within the time set out by the City in the written notice. In the event correction is not successfully made within that time, among its other sanctions the City may cause the corrections to be made. In such event the person responsible for the stormwater facility shall reimburse City of Morristown for the (2) two times the expense, which expense shall be a lien against the subject real property until paid in full.

(4) Requirements for existing problem locations.

- (a) The City shall provide written notification to the owners of existing locations and developments of specific drainage, erosion, or sediment problems originating from such locations and developments and the specific actions required to correct those problems.
- (b) The notice shall also specify a reasonable time for compliance.
- (c) Should the property owner fail to act within the time established for compliance, the City may act directly to implement the required corrective actions.
- (d) The cost of any action to the City incurred under this section shall be charged to the responsible party. In addition, the responsible party shall be responsible for the proper maintenance and operation of any device, facility or facilities installed as a part of the corrective action. Failure of the responsible party to properly install, operate, and/or maintain the device, facility or facilities installed as part of the corrective action may subject the responsible party to a civil penalty from the City as described in this ordinance.

(5) Corrections of problems subject to appeal. Corrective measures imposed by the City under this section are subject to appeal process as provided under Sections 10 and 11 of this Ordinance.

PASSED ON FIRST READING THIS THE 16TH OF FEBRUARY, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 1ST OF MARCH, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

ORDINANCE NO. 3543

AN ORDINANCE TO AMEND THE CURRENT CITY OF MORRISTOWN TENNESSEE MUNICIPAL CODE, TITLE 14, ZONING AND LAND USE CONTROL, CHAPTER 22, MUNICIPAL FLOODPLAIN ZONING ORDINANCE.

Chapter 22
Municipal Floodplain Zoning Ordinance
(_____-03-01-2016)

ARTICLE I. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES

Section A. Statutory Authorization

The Legislature of the State of Tennessee has in Sections 13-7-201 through 13-7-210, Tennessee Code Annotated delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of Morristown, Tennessee, Mayor and City Council, do ordain as follows:

Section B. Findings of Fact

1. The City of Morristown Tennessee, Mayor and its Legislative Body wishes to maintain eligibility in the National Flood Insurance Program (NFIP) and in order to do so must meet the NFIP regulations found in Title 44 of the Code of Federal Regulations (CFR), Ch. 1, Section 60.3.
2. Areas of the City of Morristown, Tennessee are subject to periodic inundation which could result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
3. Flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities; by uses in flood hazard areas which are vulnerable to floods; or construction which is inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

Section C. Statement of Purpose

It is the purpose of this Ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas. This Ordinance is designed to:

1. Restrict or prohibit uses which are vulnerable to flooding or erosion hazards, or which result in damaging increases in erosion, flood heights, or velocities;
2. Require that uses vulnerable to floods, including community facilities, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;
4. Control filling, grading, dredging and other development which may increase flood damage or erosion;
5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

Section D. Objectives

The objectives of this Ordinance are:

1. To protect human life, health, safety and property;
2. To minimize expenditure of public funds for costly flood control projects;
3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. To minimize prolonged business interruptions;
5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodprone areas;
6. To help maintain a stable tax base by providing for the sound use and development of floodprone areas to minimize blight in flood areas;
7. To ensure that potential homebuyers are notified that property is in a floodprone area;
8. To maintain eligibility for participation in the NFIP.

ARTICLE II. DEFINITIONS

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application given its stated purpose and objectives.

"Accessory Structure" means a subordinate structure to the principal structure on the same lot and, for the purpose of this Ordinance, shall conform to the following:

1. Accessory structures shall only be used for parking of vehicles and storage.
2. Accessory structures shall be designed to have low flood damage potential.
3. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
4. Accessory structures shall be firmly anchored to prevent flotation, collapse, and lateral movement, which otherwise may result in damage to other structures.
5. Utilities and service facilities such as electrical and heating equipment shall be elevated or otherwise protected from intrusion of floodwaters.

"Addition (to an existing building)" means any walled and roofed expansion to the perimeter or height of a building.

"Appeal" means a request for a review of the local enforcement officer's interpretation of any provision of this Ordinance or a request for a variance.

"Area of Shallow Flooding" means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate; and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of Special Flood-related Erosion Hazard" is the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the FIRM, Zone E may be further refined.

"Area of Special Flood Hazard" see **"Special Flood Hazard Area"**.

"Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year. This term is also referred to as the 100-year flood or the one (1)-percent annual chance flood.

"Basement" means any portion of a building having its floor subgrade (below ground level) on all sides.

"Building" see **"Structure"**.

"Development" means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of equipment or materials.

"Elevated Building" means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwater, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

"Emergency Flood Insurance Program" or **"Emergency Program"** means the program as implemented on an emergency basis in accordance with Section 1336 of the Act. It is intended as a program to provide a first layer amount of insurance on all insurable structures before the effective date of the initial FIRM.

"Erosion" means the process of the gradual wearing away of land masses. This peril is not "per se" covered under the Program.

"Exception" means a waiver from the provisions of this Ordinance which relieves the applicant from the requirements of a rule, regulation, order or other determination made or issued pursuant to this Ordinance.

"Existing Construction" means any structure for which the "start of construction" commenced before the effective date of the initial floodplain management code or ordinance adopted by the community as a basis for that community's participation in the NFIP.

"Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management code or ordinance adopted by the community as a basis for that community's participation in the NFIP.

"Existing Structures" see **"Existing Construction"**.

"Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "Flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.

"Flood Elevation Determination" means a determination by the Federal Emergency Management Agency (FEMA) of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

"Flood Elevation Study" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) or flood-related erosion hazards.

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by FEMA, where the boundaries of areas of special flood hazard have been designated as Zone A.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, issued by FEMA, delineating the areas of special flood hazard or the risk premium zones applicable to the community.

"Flood Insurance Study" is the official report provided by FEMA, evaluating flood hazards and containing flood profiles and water surface elevation of the base flood.

"Floodplain" or "Floodprone Area" means any land area susceptible to being inundated by water from any source (see definition of "flooding").

"Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

"Flood Protection System" means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities and structures and their contents.

"Flood-related Erosion" means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood, or by some similarly unusual and unforeseeable event which results in flooding.

"Flood-related Erosion Area" or "Flood-related Erosion Prone Area" means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.

"Flood-related Erosion Area Management" means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works and floodplain management regulations.

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, and the hydrological effect of urbanization of the watershed.

"Functionally Dependent Use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

"Highest Adjacent Grade" means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

"Historic Structure" means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on the Tennessee inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
4. Individually listed on the City of Morristown Tennessee inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
 - a. By the approved Tennessee program as determined by the Secretary of the Interior or
 - b. Directly by the Secretary of the Interior.

"Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

"Levee System" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

"Lowest Floor" means the lowest floor of the lowest enclosed area, including a basement. An unfinished or flood resistant enclosure used solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Ordinance.

"Manufactured Home" means a structure, transportable in one or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities. The term "Manufactured Home" does not include a "Recreational Vehicle".

"Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Map" means the Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM) for a community issued by FEMA.

"Mean Sea Level" means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this Ordinance, the term is synonymous with the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

"National Geodetic Vertical Datum (NGVD)" means, as corrected in 1929, a vertical control used as a reference for establishing varying elevations within the floodplain.

"New Construction" means any structure for which the "start of construction" commenced on or after the effective date of the initial floodplain management Ordinance and includes any subsequent improvements to such structure.

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of this ordinance or the effective date of the initial floodplain management ordinance and includes any subsequent improvements to such structure.

"North American Vertical Datum (NAVD)" means, as corrected in 1988, a vertical control used as a reference for establishing varying elevations within the floodplain.

"100-year Flood" see **"Base Flood"**.

"Person" includes any individual or group of individuals, corporation, partnership, association, or any other entity, including State and local governments and agencies.

"Reasonably Safe from Flooding" means base flood waters will not inundate the land or damage structures to be removed from the Special Flood Hazard Area and that any subsurface waters related to the base flood will not damage existing or proposed structures.

"Recreational Vehicle" means a vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck;
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Regulatory Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

"Special Flood Hazard Area" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE or A99.

"Special Hazard Area" means an area having special flood, mudslide (i.e., mudflow) and/or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, A99, or AH.

"Start of Construction" includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; and includes the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"State Coordinating Agency" the Tennessee Department of Economic and Community Development's, Local Planning Assistance Office, as designated by the Governor of the State of Tennessee at the request of FEMA to assist in the implementation of the NFIP for the State.

"Structure" for purposes of this Ordinance, means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

"Substantial Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

"Substantial Improvement" means any reconstruction, rehabilitation, addition, alteration or other improvement of a structure in which the cost equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the initial improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The market value of the

structure should be (1) the appraised value of the structure prior to the start of the initial improvement, or (2) in the case of substantial damage, the value of the structure prior to the damage occurring.

The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been pre-identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and not solely triggered by an improvement or repair project or; (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

"Substantially Improved Existing Manufactured Home Parks or Subdivisions" is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds fifty percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

"Variance" is a grant of relief from the requirements of this Ordinance.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certification, or other evidence of compliance required in this Ordinance is presumed to be in violation until such time as that documentation is provided.

"Watercourse" means any watercourse that has been previously mapped and shown on the community FIRM, or any watercourse for which a Conditional Letter of Map Revision or Letter of Map Revision for a specific alteration, relocation, or correction has previously been obtained.

"Water Surface Elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, where specified, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

ARTICLE III. GENERAL PROVISIONS

Section A. Application

This Ordinance shall apply to all areas within the incorporated area of the City of Morristown, Tennessee.

Section B. Basis for Establishing the Areas of Special Flood Hazard

The Areas of Special Flood Hazard identified on the City of Morristown, Tennessee, as identified by FEMA, and in its Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM), Community Panel Number(s) 47063C0050E, 47063C0075E, 47063C0110E, 47063C0120E, 47063C0127E, 47063C0129E, 47063C0130E, 47063C0131E, 47063C0132E, 47063C0133E, 47063C0134E, 47063C0140E, 47063C0145E, 47063C0155E, dated July 3, 2006, and Community Panel Number(s) 47089C0070D1, 47089C0090D, and 47089C0093D, dated December 16, 2008, along with all supporting technical data, are adopted by reference and declared to be a part of this Ordinance.

Section C. Requirement for Development Permit

A development permit shall be required in conformity with this Ordinance prior to the commencement of any development activities.

Section D. Compliance

No land, structure or use shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations.

Section E. Abrogation and Greater Restrictions

This Ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this Ordinance conflicts or overlaps with another regulatory instrument, whichever imposes the more stringent restrictions shall prevail.

Section F. Interpretation

In the interpretation and application of this Ordinance, all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body and; (3) deemed neither to limit nor repeal any other powers granted under Tennessee statutes.

Section G. Warning and Disclaimer of Liability

The degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This Ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the City of Morristown, Tennessee or by any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made hereunder.

Section H. Penalties for Violation

Violation of the provisions of this Ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance shall constitute a misdemeanor punishable as other misdemeanors as provided by law. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon adjudication therefore, be fined as prescribed by Tennessee statutes, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Morristown, Tennessee from taking such other lawful actions to prevent or remedy any violation.

ARTICLE IV. ADMINISTRATION

Section A. Designation of Ordinance Administrator

The City Administrator or his/her designee is hereby appointed as the Administrator to implement the provisions of this Ordinance.

Section B. Permit Procedures

Application for a development permit shall be made to the Administrator on forms furnished by the community prior to any development activities. The development permit may include, but is not limited to the following: plans in duplicate drawn to scale and showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities. Specifically, the following information is required:

1. Application stage

- a. Elevation in relation to mean sea level of the proposed lowest floor, including basement, of all buildings where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Ordinance.
- b. Elevation in relation to mean sea level to which any non-residential building will be floodproofed where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Ordinance.

- c. A FEMA Floodproofing Certificate from a Tennessee registered professional engineer or architect that the proposed non-residential floodproofed building will meet the floodproofing criteria in Article V, Sections A and B.
- d. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

2. Construction Stage

Within AE Zones, where Base Flood Elevation data is available, any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of, a Tennessee registered land surveyor and certified by same. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

Within approximate A Zones, where Base Flood Elevation data is not available, the elevation of the lowest floor shall be determined as the measurement of the lowest floor of the building relative to the highest adjacent grade. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

For all new construction and substantial improvements, the permit holder shall provide to the Administrator an as-built certification of the lowest floor elevation or floodproofing level upon the completion of the lowest floor or floodproofing.

Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Administrator shall review the above-referenced certification data. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit the certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

Section C. Duties and Responsibilities of the Administrator

Duties of the Administrator shall include, but not be limited to, the following:

1. Review all development permits to assure that the permit requirements of this Ordinance have been satisfied, and that proposed building sites will be reasonably safe from flooding.
2. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
3. Notify affected adjacent communities and the Tennessee Department of Economic and Community Development, Local Planning Assistance Office, prior to any alteration or relocation of a watercourse and submit evidence of such notification to FEMA.
4. For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA to ensure accuracy of community FIRM's through the Letter of Map Revision process.
5. Assure that the flood carrying capacity within an altered or relocated portion of any watercourse is maintained.
6. Record the elevation, in relation to mean sea level or the highest adjacent grade, where applicable, of the lowest floor (including basement) of all new and substantially improved buildings, in accordance with Article IV, Section B.
7. Record the actual elevation, in relation to mean sea level or the highest adjacent grade, where applicable to which the new and substantially improved buildings have been floodproofed, in accordance with Article IV, Section B.

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8. When floodproofing is utilized for a nonresidential structure, obtain certification of design criteria from a Tennessee registered professional engineer or architect, in accordance with Article IV, Section B.
9. Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.
10. When Base Flood Elevation data and floodway data have not been provided by FEMA, obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from a Federal, State, or other sources, including data developed as a result of these regulations, as criteria for requiring that new construction, substantial improvements, or other development in Zone A on the City of Morristown, Tennessee FIRM meet the requirements of this Ordinance.
11. Maintain all records pertaining to the provisions of this Ordinance in the office of the Administrator and shall be open for public inspection. Permits issued under the provisions of this Ordinance shall be maintained in a separate file or marked for expedited retrieval within combined files.

ARTICLE V. PROVISIONS FOR FLOOD HAZARD REDUCTION

Section A. General Standards

In all areas of special flood hazard, the following provisions are required:

1. New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure;
2. Manufactured homes shall be installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State of Tennessee and local anchoring requirements for resisting wind forces.
3. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
4. New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;
5. All electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
6. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
8. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;
9. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this Ordinance, shall meet the requirements of "new construction" as contained in this Ordinance;

10. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provision of this Ordinance, shall be undertaken only if said non-conformity is not further extended or replaced;
11. All new construction and substantial improvement proposals shall provide copies of all necessary Federal and State permits, including Section 404 of the Federal Water Pollution Control Act amendments of 1972, 33 U.S.C. 1334;
12. All subdivision proposals and other proposed new development proposals shall meet the standards of Article V, Section B;
13. When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction;
14. When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple Base Flood Elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest Base Flood Elevation.

Section B. Specific Standards

In all Areas of Special Flood Hazard, the following provisions, in addition to those set forth in Article V, Section A, are required:

1. Residential Structures

In AE Zones where Base Flood Elevation data is available, new construction and substantial improvement of any residential building (or manufactured home) shall have the lowest floor, including basement, elevated to no lower than one (1) foot above the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures".

Within approximate A Zones where Base Flood Elevations have not been established and where alternative data is not available, the administrator shall require the lowest floor of a building to be elevated to a level of at least three (3) feet above the highest adjacent grade (as defined in Article II). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

2. Non-Residential Structures

In AE Zones, where Base Flood Elevation data is available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than one (1) foot above the level of the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

In approximate A Zones, where Base Flood Elevations have not been established and where alternative data is not available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than three (3) feet above the highest adjacent grade (as defined in Article II). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

Non-Residential buildings located in all A Zones may be floodproofed, in lieu of being elevated, provided that all areas of the building below the required elevation are watertight, with walls substantially impermeable to the passage of water, and are built with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A Tennessee

registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Administrator as set forth in Article IV, Section B.

3. Enclosures

All new construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor that are subject to flooding, shall be designed to preclude finished living space and designed to allow for the entry and exit of flood waters to automatically equalize hydrostatic flood forces on exterior walls.

- a. Designs for complying with this requirement must either be certified by a Tennessee professional engineer or architect or meet or exceed the following minimum criteria.
 - 1) Provide a minimum of two openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding;
 - 2) The bottom of all openings shall be no higher than one (1) foot above the finished grade;
 - 3) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
- b. The enclosed area shall be the minimum necessary to allow for parking of vehicles, storage or building access.
- c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms in such a way as to impede the movement of floodwaters and all such partitions shall comply with the provisions of Article V, Section B.

4. Standards for Manufactured Homes and Recreational Vehicles

- a. All manufactured homes placed, or substantially improved, on: (1) individual lots or parcels, (2) in expansions to existing manufactured home parks or subdivisions, or (3) in new or substantially improved manufactured home parks or subdivisions, must meet all the requirements of new construction.
- b. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that either:
 - 1) In AE Zones, with Base Flood Elevations, the lowest floor of the manufactured home is elevated on a permanent foundation to no lower than one (1) foot above the level of the Base Flood Elevation or
 - 2) In approximate A Zones, without Base Flood Elevations, the manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least equivalent strength) that are at least three (3) feet in height above the highest adjacent grade (as defined in Article II).
- c. Any manufactured home, which has incurred "substantial damage" as the result of a flood, must meet the standards of Article V, Sections A and B.
- d. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- e. All recreational vehicles placed in an identified Special Flood Hazard Area must either:
 - 1) Be on the site for fewer than 180 consecutive days;
 - 2) Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions), or;
 - 3) The recreational vehicle must meet all the requirements for new construction.

5. Standards for Subdivisions and Other Proposed New Development Proposals

Subdivisions and other proposed new developments, including manufactured home parks, shall be reviewed to determine whether such proposals will be reasonably safe from flooding.

- a. All subdivision and other proposed new development proposals shall be consistent with the need to minimize flood damage.
- b. All subdivision and other proposed new development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
- c. All subdivision and other proposed new development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- d. In all approximate A Zones require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data (See Article V, Section E).

Section C. Standards for Special Flood Hazard Areas with Established Base Flood Elevations and With Floodways Designated

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as floodways. A floodway may be an extremely hazardous area due to the velocity of floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights and velocities. Therefore, the following provisions shall apply:

1. Encroachments are prohibited, including earthen fill material, new construction, substantial improvements or other development within the regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the cumulative effect of the proposed encroachments or new development shall not result in any increase in the water surface elevation of the Base Flood Elevation, velocities, or floodway widths during the occurrence of a base flood discharge at any point within the community. A Tennessee registered professional engineer must provide supporting technical data, using the same methodologies as in the effective Flood Insurance Study for the City of Morristown, Tennessee and certification, thereof.
2. Notwithstanding any other provisions of Article V Section C.1., the community may permit encroachments in the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a conditional FIRM and floodway revision, fulfills the requirements for such revisions as established under the provisions of the National Flood Insurance Program and stated in 44 CFR Part 65.12, and receives the approval of the Federal Insurance Administrator. The cost of study, engineering, maps, completion of application, design, or any other cost associated with the encroachment and/or revision is the responsibility of the developer, property owner, or other party initiating the work. Unless otherwise stated in the ordinance the City Administrator or his/her designee shall approve any encroachment and/or revision.
- 3.. New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of Article V, Sections A and B.

Section D. Standards for Areas of Special Flood Hazard Zones AE with Established Base Flood Elevations but Without Floodways Designated

Located within the Special Flood Hazard Areas established in Article III, Section B, where streams exist with base flood data provided but where no floodways have been designated (Zones AE), the following provisions apply:

1. No encroachments, including fill material, new construction and substantial improvements shall be located within areas of special flood hazard, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when

combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.

2. New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of Article V, Sections A and B.

Section E. Standards for Streams without Established Base Flood Elevations and Floodways (A Zones)

Located within the Special Flood Hazard Areas established in Article III, Section B, where streams exist, but no base flood data has been provided and where a Floodway has not been delineated, the following provisions shall apply:

1. The Administrator shall obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from any Federal, State, or other sources, including data developed as a result of these regulations (see 2 below), as criteria for requiring that new construction, substantial improvements, or other development in approximate A Zones meet the requirements of Article V, Sections A and B.
2. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data.
3. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, require the lowest floor of a building to be elevated or floodproofed to a level of at least three (3) feet above the highest adjacent grade (as defined in

Article II). All applicable data including elevations or floodproofing certifications shall be recorded as set forth in Article IV, Section B. Openings sufficient to facilitate automatic equalization of hydrostatic flood forces on exterior walls shall be provided in accordance with the standards of Article V, Section B.

4. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, no encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty feet (20), whichever is greater, measured from the top of the stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the City of Morristown, Tennessee. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.
5. New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of Article V, Sections A and B. Within approximate A Zones, require that those subsections of Article V Section B dealing with the alteration or relocation of a watercourse, assuring watercourse carrying capacities are maintained and manufactured homes provisions are complied with as required.

Section F. Standards For Areas of Shallow Flooding (AO and AH Zones)

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate; therefore, the following provisions, in addition to those set forth in Article V, Sections A and B, apply:

1. All new construction and substantial improvements of residential and non-residential buildings shall have the lowest floor, including basement, elevated to at least one (1) foot above as many feet as the

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depth number specified on the FIRM's, in feet, above the highest adjacent grade. If no flood depth number is specified on the FIRM, the lowest floor, including basement, shall be elevated to at least three (3) feet above the highest adjacent grade. Openings sufficient to facilitate automatic equalization of hydrostatic flood forces on exterior walls shall be provided in accordance with standards of Article V, Section B.

2. All new construction and substantial improvements of non-residential buildings may be floodproofed in lieu of elevation. The structure together with attendant utility and sanitary facilities must be floodproofed and designed watertight to be completely floodproofed to at least one (1) foot above the flood depth number specified on the FIRM, with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. If no depth number is specified on the FIRM, the structure shall be floodproofed to at least three (3) feet above the highest adjacent grade. A Tennessee registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this Ordinance and shall provide such certification to the Administrator as set forth above and as required in accordance with Article IV, Section B.
3. Adequate drainage paths shall be provided around slopes to guide floodwaters around and away from proposed structures.

Section G. Standards For Areas Protected by Flood Protection System (A-99 Zones)

Located within the Areas of Special Flood Hazard established in Article III, Section B, are areas of the 100-year floodplain protected by a flood protection system but where Base Flood Elevations have not been determined. Within these areas (A-99 Zones) all provisions of Article IV and Article V shall apply.

Section H. Standards for Unmapped Streams

Located within the City of Morristown, Tennessee, are unmapped streams where areas of special flood hazard are neither indicated nor identified. Adjacent to such streams, the following provisions shall apply:

1. No encroachments including fill material or other development including structures shall be located within an area of at least equal to twice the width of the stream, measured from the top of each stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the locality.
2. When a new flood hazard risk zone, and Base Flood Elevation and floodway data is available, new construction and substantial improvements shall meet the standards established in accordance with Articles IV and V.

ARTICLE VI. VARIANCE PROCEDURES

Section A. Municipal Board of Zoning Appeals

1. Authority

The City of Morristown, Tennessee Municipal Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Ordinance.

2. Procedure

Meetings of the Municipal Board of Zoning Appeals shall be held at such times, as the Board shall determine. All meetings of the Municipal Board of Zoning Appeals shall be open to the public. The Municipal Board of Zoning Appeals shall adopt rules of procedure and shall keep records of applications and actions thereof,

which shall be a public record. Compensation of the members of the Municipal Board of Zoning Appeals shall be set by the Legislative Body.

3. Appeals: How Taken

An appeal to the Municipal Board of Zoning Appeals may be taken by any person, firm or corporation aggrieved or by any governmental officer, department, or bureau affected by any decision of the Administrator based in whole or in part upon the provisions of this Ordinance. Such appeal shall be taken by filing with the Municipal Board of Zoning Appeals a notice of appeal, specifying the grounds thereof. In all cases where an appeal is made by a property owner or other interested party, a fee of (\$50.00) dollars for the cost of publishing a notice of such hearings shall be paid by the appellant. The Administrator shall transmit to the Municipal Board of Zoning Appeals all papers constituting the record upon which the appeal action was taken. The Municipal Board of Zoning Appeals shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to parties in interest and decide the same within a reasonable time which shall not be more than (30) days from the date of the hearing. At the hearing, any person or party may appear and be heard in person or by agent or by attorney.

4. Powers

The Municipal Board of Zoning Appeals shall have the following powers:

a. Administrative Review

To hear and decide appeals where it is alleged by the applicant that there is error in any order, requirement, permit, decision, determination, or refusal made by the Administrator or other administrative official in carrying out or enforcement of any provisions of this Ordinance.

b. Variance Procedures

In the case of a request for a variance the following shall apply:

- 1) The City of Morristown Tennessee Municipal Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Ordinance.
- 2) Variances may be issued for the repair or rehabilitation of historic structures as defined, herein, upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary deviation from the requirements of this Ordinance to preserve the historic character and design of the structure.
- 3) In passing upon such applications, the Municipal Board of Zoning Appeals shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this Ordinance, and:
 - a) The danger that materials may be swept onto other property to the injury of others;
 - b) The danger to life and property due to flooding or erosion;
 - c) The susceptibility of the proposed facility and its contents to flood damage;
 - d) The importance of the services provided by the proposed facility to the community;
 - e) The necessity of the facility to a waterfront location, in the case of a functionally dependent use;
 - f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - g) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - h) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - i) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
 - j) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, and streets and bridges.

- 4) Upon consideration of the factors listed above, and the purposes of this Ordinance, the Municipal Board of Zoning Appeals may attach such conditions to the granting of variances, as it deems necessary to effectuate the purposes of this Ordinance.
- 5) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

Section B. Conditions for Variances

1. Variances shall be issued upon a determination that the variance is the minimum relief necessary, considering the flood hazard and the factors listed in Article VI, Section A.
2. Variances shall only be issued upon: a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship; or a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or Ordinances.
3. Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the Base Flood Elevation will result in increased premium rates for flood insurance (as high as \$25 for \$100) coverage, and that such construction below the Base Flood Elevation increases risks to life and property.

The Administrator shall maintain the records of all appeal actions and report any variances to FEMA upon request.

ARTICLE VII. LEGAL STATUS PROVISIONS

Section A. Conflict with Other Ordinances

In case of conflict between this Ordinance or any part thereof, and the whole or part of any existing or future Ordinance of the City of Morristown, Tennessee, the most restrictive shall in all cases apply.

Section B. Severability

If any section, clause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion of this Ordinance which is not of itself invalid or unconstitutional.

Section C. Effective Date

This Ordinance shall become effective immediately after its passage, in accordance with the Charter of the City of Morristown, Tennessee, and the public welfare demanding it.

PASSED ON FIRST READING THIS THE 16th DAY OF FEBRUARY, 2016.

MAYOR

ATTEST:

CITY ADMINISTRATOR

PASSED ON SECOND AND FINAL READING THIS THE 1ST DAY OF MARCH, 2016.

MAYOR

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ATTEST:

CITY ADMINISTRATOR



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION

Division of Financial Responsibility
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 10th Floor
Nashville, TN 37243
(615) 532-0851

February 17, 2016

The Honorable Danny Thomas
City of Morristown Mayor
100 West First North Street
P. O. Box 1499
Morristown, Tennessee 37816

The Honorable Bill Brittain
Hamblen County Mayor
511 West Second North Street
Morristown, TN 37816-1499

Mr. Tony Cox
City Administrator
The City of Morristown
P. O. Box 1499
Morristown, Tennessee 37816

RE: Annual Inflation Adjustment of the financial assurance for *the Hamblen County-Morristown, TN Landfills, Permits # SNL320000152 Extension and SNL320000152 Original* as required by the Regulations of the Division of Solid Waste Management.

Dear Mayor Thomas, Mayor Britain, and Mr. Cox:

All county and municipal "Contracts in Lieu of Performance Bonds" must be adjusted annually for inflation by no later than the anniversary date of the issuance of the contract.

The staff of the Financial Responsibility Group, utilizing data published by the U. S. Department of Commerce, has projected the inflation factor to be used for 2016 inflation adjustments as **1.20%**. The amount of your financial assurance instrument(s) from the Year 2015 must be multiplied by **1.0120**. The permitted facility and/or the Department may reserve the right to adjust this figure later based upon revised data released by the U.S. Department of Commerce during the year.

Effective immediately, any County or Municipal Contract in Lieu of Performance Bond incurring an annual inflation adjustment shall not be processed by amendment until the cumulative amount of the adjustment(s) equals or exceeds TEN THOUSAND DOLLARS (\$10,000.00). This is a change from the previous threshold of Five Thousand Dollars (\$5,000). For example, if the inflation adjustment is \$4,000 in year one, \$5,000 in year two, and \$6,000 in year three, the amendment will be processed in year three when the total of adjustments exceeds \$10,000. We will continue to send your inflation adjustment figures annually for your records whether or not a contract amendment is required.

Mayor Thomas
 Mayor Brittain
 Mr. Cox
 Hamblen County-Morristown, TN
 February 17, 2016
 Page 2

Please review the amount(s) listed for each permit listed below. If any changes or modifications to your permit(s) have occurred, please contact us as soon as you receive this letter. The due date(s) and projected amount(s) for the inflation adjustment(s) of your financial instrument(s) are as follows:

Inflation Adjustments REQUIRED for 2016

Facility Permit #:	Financial Instrument Type & No.:	Financial Instrument Anniversary Due Date:	Present Amount of Financial Assurance "On File"	Inflation Adjustment / Increase Required:	Inflation Adjustment and Allowable Post-Closure Reduction:	Total "Required" Amount of Financial Assurance:
SNL320000152 Extension	Contract	10-23-16	\$ 8,812,183.00	\$ 105,745.29		\$ 8,917,928.29
SNL320000152 Original	Contract	04-04-16	\$ 393,695.00		\$ 25,923.98	\$ 367,771.02

Inflation Adjustments NOT REQUIRED for 2016

Facility Permit #:	Financial Instrument Type & No.:	Financial Instrument Anniversary Due Date:	Present Amount of Financial Assurance "On File"	Inflation Adjustment / Increase Required:	Inflation Adjustment and Allowable Post-Closure Reduction:	Total "Required" Amount of Financial Assurance:
SWP320000235	Contract	12-14-16	\$ 9,090.00	\$ 2,806.81	\$	\$ 11,896.81

Mr. Cox, we are forwarding all Contract and Amendment to you. Would you please be so kind as to coordinate the signing of Four (4) originals of each of these documents and the returning of the same to this office.

Please see the attached spreadsheets, which list in detail the amount of financial assurance required due to the 2015 annual inflation adjustment and/or post closure reduction (if applicable) for your permit(s). The spreadsheets also list the current amount of financial assurance on file for each permit.

PLEASE NOTE

- (1) Any County and/or Municipal Contract In Lieu of Performance Bonds incurring an annual inflation adjustment shall not be processed by amendment until the amount of the adjustment equals or exceeds TNE THOUSAND DOLLARS (\$10,000.00).

If you have any questions, please call me at (615) 532-0848 or email me at james.marks@tn.gov.

Respectfully,

 James Marks, ASA IV
 County and Municipal Contract Administrator
 Division of Financial Responsibility

CC: Ryan Miller, Manager of Solid Waste Management, Knoxville Field Office, TDEC
 Enclosure: Customer Information Spreadsheet

Amendment of Contract in Lieu of Performance Bond

Whereas, Hamblen County/Morristown, Tennessee and the State of Tennessee Department of Environment and Conservation, entered into Contract in Lieu of Performance Bond (Copy attached) for proper operation and closure and/or post-closure of the Hamblen County / Morristown Sanitary Landfill, Register Number SNL320000152 Extension; and

Whereas, said contract included a provision allowing the Commissioner of Environment and Conservation to collect up to \$ 8,812,183.00 from any funds being disbursed or to be disbursed from the State of the County of Hamblen /Morristown, Tennessee as financial assurance for said proper operation, closure and post-closure; and

Whereas, the State and Hamblen County /Morristown, Tennessee desire to change the amount of said financial assurance from \$ 8,812,183.00 to \$ 8,917,928.29.

Paragraph 3 of the Agreement in Lieu of Performance Bond is amended as follows:

The figure "\$ 8,812,183.00 " is deleted and the figure
"\$ 8,917,928.29" is substituted in lieu thereof.

Date of Amendment to Contract February 17, 2016.

(Must have date of Official's signature)

Commissioner
Department of Environment
and Conservation.

Commissioner
Department of Finance.
and Administration

Title: Mayor
For the City of: Morristown, Tennessee

Title: County Mayor
For the County of: Hamblen

Title: City Administrator
For: Hamblen County

(Please Type or Complete Form in Ink and submit Four (4) Signed Originals of this Document)

Amendment of Contract in Lieu of Performance Bond

Whereas, Hamblen County/Morristown, Tennessee and the State of Tennessee Department of Environment and Conservation, entered into Contract in Lieu of Performance Bond (Copy attached) for proper operation and closure and/or post-closure of the Hamblen County / Morristown Sanitary Landfill, Register Number SNL320000152 Original; and

Whereas, said contract included a provision allowing the Commissioner of Environment and Conservation to collect up to \$ 393,695.00 from any funds being disbursed or to be disbursed from the State of the County of Hamblen /Morristown, Tennessee as financial assurance for said proper operation, closure and post-closure; and

Whereas, the State and Hamblen County /Morristown, Tennessee desire to change the amount of said financial assurance from \$ 393,695.00 to \$ 367,771.02.

Paragraph 3 of the Agreement in Lieu of Performance Bond is amended as follows:

The figure "\$ 393,695.00 " is deleted and the figure
"\$ 367,771.02" is substituted in lieu thereof.

Date of Amendment to Contract February 17, 2016.

(Must have date of Official's signature)

Commissioner
Department of Environment
and Conservation.

Commissioner
Department of Finance.
and Administration

Title: Mayor
For the City of: Morristown, Tennessee

Title: County Mayor
For the County of: Hamblen

Title: City Administrator
For: Hamblen County

(Please Type or Complete Form in Ink and submit Four (4) Signed Originals of this Document)

FINANCIAL RESPONSIBILITY

CUSTOMER DATABASE

DIVISION	Solid Waste Management			Evaluated by:	JEM
(UST ONLY)	<input type="checkbox"/> FUND PARTICIPANT ELIGIBILITY ASSUMED	<input type="checkbox"/> FUND PARTICIPANT NOT FUND ELIGIBLE	<input type="checkbox"/> NOT PARTICIPATING IN THE FUND		
OWNER/ OPERATOR NAME	Hamblen County-Morristown, TN				
ADDRESS	100 West First North Street, P.O. Box 1499				
	Morristown, TN 37816-1499				
CONTACT PERSON	Mr. Danny Thomas	Mr. Dennis Bams	Mr. Tony Cox		
TITLE	Mayor (Morristown, TN)	Landfill Manager	City Administrator		
TELEPHONE #	(423) 581-0100	(423) 353-2807	(423) 581-0100		
FAX NUMBER					
Email	bbrittain@co.hamblen.tn.us				
ADDRESS	511 West Second North Street		NOTICE BY REGULAR MAIL		
	Morristown, TN 37816-1499				
CONTACT PERSON	Mr. Bill Brittain				
TITLE	Mayor (Hamblen County, TN)				
TELEPHONE #	(423) 586-1931				
SOLID WASTE PERMIT #	SNL 32-0152 Original, SNL 32-0152 Ext., SWP 32-0235				
UST OWNER ID #					
RADIOLOGICAL HEALTH PERMIT #					
SUPERFUND PERMIT #					
GEOLOGY (OIL & GAS) PERMIT #					
WATER POLLUTION CONTROL (SURFACE MINING) PERMIT #					

[illegible][illegible]

Summary Sheet

Amount of Financial Assurance Required

PERMIT ID # OR FACILITY ID # (s)	AMOUNT OF CLOSURE OPERATING CONTINGENCY REQUIRED (A)	AMOUNT OF POST- CLOSURE REQUIRED (B)	AMOUNT OF 3RD PARTY LIABILITY ON FILE (C)	AMOUNT OF CORRECTIVE ACTION REQUIRED (D)	INSTRUMENT TYPE AND ISSUE DATE (E)	ISSUING INSTITUTION (F)	TOTAL AMOUNT OF FINANCIAL ASSURANCE (G)
SNL 32-0152 Ext.	\$2,918,854.98	\$5,999,073.32					\$8,917,928.29
SNL 32-0152 Orig	CLOSED	\$367,771.02					\$367,771.02
SWP 32-0235	\$11,896.81	N/A					\$11,896.81
Total Required	\$2,930,751.79	\$6,366,844.33	\$0.00	\$0.00		Total (A,B,C,D)	\$9,297,596.12

Amount of Financial Assurance On File

PERMIT ID # OR FACILITY ID#(s)	AMOUNT OF CLOSURE OPERATING CONTINGENCY ON FILE (AA)	AMOUNT OF POST- CLOSURE ON FILE (BB)	AMOUNT OF 3RD PARTY LIABILITY ON FILE (CC)	AMOUNT OF CORRECTIVE ACTION ON FILE (DD)	INSTRUMENT TYPE AND ISSUE DATE (E)	ISSUING INSTITUTION (F)	TOTAL AMOUNT OF FINANCIAL ASSURANCE (G)
SNL 32-0152 Ext.	\$2,884,244.05	\$5,927,938.06			C 10/23/02	Hamblen Co.	\$8,812,182.11
SNL 32-0152 Orig	CLOSED	\$393,695.00			C 4/4/95	Hamblen Co.	\$393,695.00
SWP 32-0235	\$9,090.00	N/A			C 12/14/94	Hamblen Co.	\$9,090.00
Total on File	\$2,893,334.05	\$6,321,633.06	\$0.00	\$0.00		Total (AA,BB,CC,DD)	\$9,214,967.11
Net amount underfunded as of 02/16/2016	-\$37,417.74	-\$45,211.27					-\$82,629.01

ABBR. C - CONTRACT CB - CASHBOND, CHECK OR CASH CD - CERTIFICATE OF DEPOSIT CG-FT - CORPORATE GUARANTEE
 FINANCIAL TEST CI - CERTIFICATE OF INSURANCE FT - FINANCIAL TEST GG - GOVERNMENT GUARANTEE LC - LETTER OF CREDIT
 PB - PERFORMANCE BOND S - SECURITIES TF - TRUST FUND

Attachment 2 : Calculating Financial Assurance From the Beginning To the End of the Post Closure Care Period

Facility : Hamblen County-Morristown, TN
 Permit# : SNL 32-0152 Original (Includes SNL 32-0205)

 X This site closed in **1998** and is required to have **30** years of post closure care.
 At closure in **1998** the cumulative inflation adjusted total of post closure was **\$661,572.00**.

or

 This site has not yet begun post closure. The scheme below is simply an example
 of how post closure financial assurance will be adjusted annually for inflation.

This example assumes that the facility closed in _____ and is required to have _____ years post closure.
 At closure, the cumulative inflation adjusted post-closure amount was \$ _____. Each successive
 year after closure, the post-closure amount is reduced by approximately one year's post-closure
 expense and the outstanding dollar amount of post-closure is adjusted for inflation.

Calculation of Post Closure With Annual Inflation Adjustments After Closure of the Waste Management Unit

EACH YEAR FOLLOWING CLOSURE (A)	ANNUAL INFLATION FACTOR (B)	SUM OF REMAINING YEARS COST OF POST CLOSURE (C)	NUMBER OF YEARS REMAINING IN POST CLOSURE (D)	APPROXIMATELY ONE YEAR REDUCTION IN POST CLOSURE COST (E)	ESTIMATED AMOUNT OF POST CLOSURE FOR REMAINING YEARS (F)	INFLATION ADJUSTMENT FOR THE REMAINING YEARS (G)	AMOUNT OF POST CLOSURE FINANCIAL ASSURANCE DUE THIS YEAR (H)
Year(row)	row27	Formula=H26	Year(s)	=C27/D27	=C27-E27	=F27*B27	=G27
1999	1.010	\$661,572.00	30	\$22,052.40	\$639,519.60	\$645,914.80	\$645,914.80
2000	1.015	\$645,914.80	29	\$22,272.92	\$623,641.87	\$632,996.50	\$632,996.50
2001	1.021	\$632,996.50	28	\$22,607.02	\$610,389.48	\$623,207.66	\$623,207.66
2002	1.022	\$623,207.66	27	\$23,081.77	\$600,125.90	\$613,328.67	\$613,328.67
2003	1.011	\$613,328.67	26	\$23,589.56	\$589,739.10	\$596,226.23	\$596,226.23
2004	1.016	\$596,226.23	25	\$23,849.05	\$572,377.18	\$581,535.22	\$581,535.22
2005	1.022	\$581,535.22	24	\$24,230.63	\$557,304.58	\$569,565.28	\$569,565.28
2006	1.027	\$569,565.28	23	\$24,763.71	\$544,801.58	\$559,511.22	\$559,511.22
2007	1.030	\$559,511.22	22	\$25,432.33	\$534,078.89	\$550,101.26	\$550,101.26
2008	1.027	\$550,101.26	21	\$26,195.30	\$523,905.96	\$538,051.42	\$538,051.42
2009	1.024	\$538,051.42	20	\$26,902.57	\$511,148.85	\$523,416.42	\$523,416.42
2010	1.012	\$523,416.42	19	\$27,548.23	\$495,868.19	\$501,818.61	\$501,818.61
2011	1.010	\$501,818.61	18	\$27,878.81	\$473,939.80	\$478,679.19	\$478,679.19
2012	1.024	\$478,679.19	17	\$28,157.60	\$450,521.59	\$461,334.11	\$461,334.11
2013	1.019	\$461,334.11	16	\$28,833.38	\$432,500.73	\$440,718.24	\$440,718.24
2014	1.015	\$440,718.24	15	\$29,381.22	\$411,337.03	\$417,507.08	\$417,507.08
2015	1.0155	\$417,507.08	14	\$29,821.93	\$387,685.15	\$393,694.27	\$393,694.27
2016	1.0120	\$393,694.27	13	\$30,284.17	\$363,410.09	\$367,771.02	\$367,771.02

3/20/2012

2/16/2016
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Attachment 1 : Calculating Financial Assurance - Inflation Adjustment During the Operating Life of the Facility

Facility :	Hamblen County-Morristown, TN					
Permit# :	SNL 32-0152 Ext.					
Initial Year Calculated :	1995					
YEAR (A) (establish date times next year inflation rate)	ANNUAL INFLATION FACTOR (B)	CLOSURE COST (1) (C)	POST CLOSURE COST (2) (D)	OPERATING COST (3) (E)	CONTIN- GENCY COST (4) (F)	TOTAL AMOUNT OF FINANCIAL ASSURANCE DUE (G)
	(18)Formula=	=C17*B18	=D17*B18		=F17*B18	=SUM(C18:F18)
1995	1.015					
1996	1.025	\$1,725,000.00	\$4,149,000.00	N/A	\$293,700.00	\$6,167,700.00
1997	1.020	\$1,759,500.00	\$4,231,980.00	N/A	\$299,574.00	\$6,291,054.00
1998	1.020	\$1,794,690.00	\$4,316,619.60	N/A	\$305,565.48	\$6,416,875.08
1999	1.010	\$1,812,636.90	\$4,359,785.80	N/A	\$308,621.13	\$6,481,043.83
2000	1.015	\$1,839,826.45	\$4,425,182.58	N/A	\$313,250.45	\$6,578,259.49
2001	1.021	\$1,878,462.81	\$4,518,111.42	N/A	\$319,828.71	\$6,716,402.94
2002	1.022	\$1,919,788.99	\$4,617,509.87	N/A	\$326,864.94	\$6,864,163.80
2003	1.011	\$1,940,906.67	\$4,668,302.48	N/A	\$330,460.46	\$6,939,669.60
2004	1.016	\$1,971,961.18	\$4,742,995.32	N/A	\$335,747.82	\$7,050,704.32
2005	1.022	\$2,015,344.32	\$4,847,341.21	N/A	\$343,134.28	\$7,205,819.81
2006	1.027	\$2,069,758.62	\$4,978,219.43	N/A	\$352,398.90	\$7,400,376.95
2007	1.030	\$2,131,851.38	\$5,127,566.01	N/A	\$362,970.87	\$7,622,388.26
2008	1.027	\$2,189,411.36	\$5,266,010.29	N/A	\$372,771.08	\$7,828,192.74
2009	1.024	\$2,241,957.24	\$5,392,394.54	N/A	\$381,717.59	\$8,016,069.36
2010	1.012	\$2,268,860.72	\$5,457,103.27	N/A	\$386,298.20	\$8,112,262.20
2011	1.010	\$2,291,549.33	\$5,511,674.31	N/A	\$390,161.18	\$8,193,384.82
2012	1.024	\$2,346,546.52	\$5,643,954.49	N/A	\$399,525.05	\$8,390,026.05
2013	1.019	\$2,391,130.90	\$5,751,189.62	N/A	\$407,116.03	\$8,549,436.55
2014	1.015	\$2,426,997.86	\$5,837,457.47	N/A	\$413,222.77	\$8,677,678.10
2015	1.0155	\$2,464,616.33	\$5,927,938.06	N/A	\$419,627.72	\$8,812,182.11
2016	1.0120	\$2,494,191.73	\$5,999,073.32	N/A	\$424,663.25	\$8,917,928.29

(1) The estimated 3rd party cost to close the solid waste unit as submitted by owner/operation and as approved and amended by the Division of Solid Waste Management.

(2) The summation of the required years of post closure cost as submitted by the owner/operator and approved or amended by the Division

(3) Calculated at N/A tons per day for individual year x 30 days at N/A per ton.

(4) Calculated at 5% of items (1+2+3) above.

Note: The total amount of financial assurance can be reduced after certification of closure by the sum of closure cost, operations cost, and contingency cost as established by the cumulative annual inflation adjustments at the point of closure.

Attachment 1: Calculating Financial Assurance - Inflation Adjustment During the Operating Life of the Facility

Facility :	Hamblen County-Morristown, TN					
Permit# :	SWP 32-0235(Including SWP 32-1021)					
Initial Year Calculated :	1995					
YEAR (A) (establish date times next year inflation rate)	ANNUAL INFLATION FACTOR (B)	CLOSURE COST (1) (C)	POST CLOSURE COST (2) (D)	OPERATING COST (3) (E)	CONTIN- GENCY COST (4) (F)	TOTAL AMOUNT OF FINANCIAL ASSURANCE DUE (G)
	(18)Formula=	=C17*B18	=D17*B18		=F17*B18	=SUM(C18:F18)
1995	1.015	\$7,589.00	N/A	N/A	\$379.20	\$7,968.20
1996	1.025	\$7,778.73	N/A	N/A	\$388.68	\$8,167.41
1997	1.020	\$7,934.30	N/A	N/A	\$396.45	\$8,330.75
1998	1.020	\$8,092.99	N/A	N/A	\$404.38	\$8,497.37
1999	1.010	\$8,173.92	N/A	N/A	\$408.43	\$8,582.34
2000	1.015	\$8,296.52	N/A	N/A	\$414.55	\$8,711.08
2001	1.021	\$8,470.75	N/A	N/A	\$423.26	\$8,894.01
2002	1.022	\$8,657.11	N/A	N/A	\$432.57	\$9,089.68
2003	1.011	\$8,752.34	N/A	N/A	\$437.33	\$9,189.66
2004	1.016	\$8,892.37	N/A	N/A	\$444.33	\$9,336.70
2005	1.022	\$9,088.01	N/A	N/A	\$454.10	\$9,542.11
2006	1.027	\$9,333.38	N/A	N/A	\$466.36	\$9,799.74
2007	1.030	\$9,613.38	N/A	N/A	\$480.35	\$10,093.74
2008	1.027	\$9,872.94	N/A	N/A	\$493.32	\$10,366.27
2009	1.024	\$10,109.89	N/A	N/A	\$505.16	\$10,615.06
2010	1.012	\$10,231.21	N/A	N/A	\$511.22	\$10,742.44
2011	1.010	\$10,333.53	N/A	N/A	\$516.34	\$10,849.86
2012	1.024	\$10,581.53	N/A	N/A	\$528.73	\$11,110.26
2013	1.019	\$10,782.58	N/A	N/A	\$538.77	\$11,321.35
2014	1.015	\$10,944.32	N/A	N/A	\$546.86	\$11,491.17
2015	1.015	\$11,108.48	N/A	N/A	\$555.06	\$11,663.54
2016	1.020	\$11,330.65	N/A	N/A	\$566.16	\$11,896.81

(1) The estimated 3rd party cost to close the solid waste unit as submitted by owner/operation and as approved and amended by the Division of Solid Waste Management.

(2) The summation of the required years of post closure cost as submitted by the owner/operator and approved or amended by the Division

(3) Calculated at N/A tons per day for individual year x 30 days at N/A per ton.

(4) Calculated at 5% of items (1+2+3) above.

Note: The total amount of financial assurance can be reduced after certification of closure by the sum of closure cost, operations cost, and contingency cost as established by the cumulative annual inflation adjustments at the point of closure.



February 24, 2016

Mr. Anthony W. Cox
City Administrator
City of Morristown
P.O. Box 1499
Morristown, TN 37816-1499

RE: Rose Center Bat Exclusion and Guano Removal and Disinfection


Dear Mr. Cox:

Mr. Joey Barnard and Ms. Casey Cummins of your staff and I opened the proposal from TruTech, Inc. in response to the City's advertisement. This proposal was in two parts. The first part was the exclusion phase for \$9,500.00. The second part was to clean and disinfect the area of guano. The second part price is \$14,000.00. The total price for their work is \$23,500.00. The original proposal, including insurance certificate, warranty, and references remain in the City files.

SSC recommends an award to TruTech, Inc. in the amount of \$23,500.00, with the understanding that the exclusion activities will be completed prior to April 1, 2016 and all work coordinated with the Rose Center Staff, the City, and any other contractors to minimize disruption to the Center's activities.

If you have any questions concerning this matter, please feel free to call.

Very truly yours,



Lamar Dunn, P.E., FACEC
President
Strategic Services Company, LLC

West Andrew Johnson Hwy Project
Mattern & Craig For Engineering, Design, & Bidding Negotiation Services

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

TASK ORDER EDITION

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other.

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of March 1, 2016 ("Effective Date") between
City of Morristown, Tennessee ("Owner") and
Mattern & Craig, Inc. ("Engineer").

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. Each Task Order and Exhibit C, if included, will indicate the specific services to be performed and deliverables to be provided as well as the Basic and Additional Services to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

- A. Owner and Engineer shall agree on the scope of, time for performance for, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

- 1. [Reimbursable Costs shall meet the requirements of Tennessee Department of Transportation \(TDOT\) or the strictest requirements of any other funding agencies contributing to the project.](#)

- B. Engineer will commence performance as set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein, in Exhibit B, "Owner's Responsibilities," and in each Task Order.
- B. Owner shall compensate Engineer as set forth in each Task Order, pursuant to the applicable terms of Exhibit C, if included in the Agreement.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement. The Engineer agrees, however, that because information in the City’s GIS database is based on aerial surveys and is provided on an “as-is” basis, it is the Engineer’s responsibility to field-verify the information prior to relying on it.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for five (5) years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The times for performing services or providing deliverables will be stated in each Task Order and are hereby agreed to be reasonable. If no times are so stated, Engineer will perform services and provide deliverables within a reasonable time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then Owner and Engineer shall, prior to commencement of final design services, develop a schedule for performance of Engineer's remaining services in order to sequence and coordinate properly such services as are applicable to the work under such separate Construction Contracts. This schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C (if included in the Agreement), and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt of an invoice meeting the requirements of this section. *All invoices submitted for payment shall be original hard copies and shall include the following:*
1. *City Project number, City Account Code, and TDOT PIN (if applicable)*
 2. *Summary of work completed by consultant for period of invoice, including:*
 - a. *the Task and/or Phase of the project*
 - b. *deliverable(s) provided*
 - c. *design milestone(s) achieved*
 3. *Summary of design and/or construction progress for both the invoice period and the overall project, including:*
 - a. *design and/or construction progress for each phase and for the overall project*
 - b. *explanation of any variances from the original schedule and an action plan to return the project to the schedule*
 4. *Summaries of design and/or construction budget progress for both the invoice period and the overall project, including:*
 - a. *design and/or construction budget progress for each phase and for the overall project*
 - b. *explanation of any variances from the original budget and an action plan to return the project to the budget*
- B. *Any proposed reallocation of design funds to different phases of the project must be approved by the Owner in writing prior to the work being performed.*
1. *Additional written approval must be granted by all funding agencies participating in the project.*

C. For a Project with grant or other agency funding participation:

1. The Engineer shall be knowledgeable of reimbursement rules of those agencies.
2. Engineer shall provide notice to the Owner of any tasks or actions which the Owner must undertake to accomplish project funding adjustments.
3. Within 14 days of receipt of payment from the Owner for services under this Agreement, Engineer shall submit a properly-prepared request for reimbursement of the Owner's payment to the appropriate funding agency or agencies.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice and Owner's failure to pay is not as a result of a dispute regarding an invoice, or a portion thereof, pursuant to 4.02.C, then:
 1. the compounded amount due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion. Upon notice to Engineer that an invoice, or a portion thereof, is subject to dispute, the parties may immediately commence the dispute resolution process pursuant to Exhibit H. Engineer shall continue performance pursuant to this Agreement while the dispute resolution process is underway.
- D. *Legislative Actions:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes sales or use taxes, fees, or charges on Engineer's services or compensation under the Task Order, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C (if included in the Agreement) and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's estimate as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over

contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer shall serve as Owner's prime professional under each Task Order. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:* Engineer and Owner shall comply with applicable Laws and Regulations.
 - 1. Prior to the Effective Date of each Task Order, Owner **will make available to** Engineer any and all policies and procedures of Owner applicable to Engineer's performance of services under such Task Order, **including the City's current policy regarding Temporary Traffic Control (Exhibit J)**. Engineer shall comply with such policies and procedures pursuant to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

2. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of such Task Order. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such certification.
- G. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree in a Task Order to use other General Conditions.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification of the Contract Documents other than those made by [or upon the advice of the Engineer](#).
- L. While at a Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been itemized and expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, shop drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be in any way connected to

Construction Phase engineering or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to a Specific Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, and signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience and should not be relied upon by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such procedures are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Specific Project by Owner. Engineer grants Owner a limited license to use the Documents on the Specific Project, on extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or its Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. At all times when any Task Order is under performance, Owner and Engineer shall each procure and maintain insurance as set forth in Exhibit G, "Insurance."
- B. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services under any Task Order and at renewals thereafter during the life of this Agreement.
- C. Both parties agree that required insurance will remain in force during the duration of this Agreement and that any lapse in coverage will not relieve the breaching party of liability.
- D. Engineer will maintain Professional Liability coverage for three years after completion of services performed under the terms of any Task Order.
- E. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.
- F. When applicable, the Engineer will incorporate the Owner's insurance requirements for Contractors into the bidding documents. The Engineer, when under contract to perform bidding phase services, will verify that the selected Contractor meets the Owner's insurance requirements.

6.05 *Suspension and Termination*

A. *Suspension*

- 1. *By Owner:* Owner may suspend a Task Order upon seven days written notice to Engineer.
- 2. *By Engineer:* If Engineer's services are substantially delayed through no fault of Engineer, then Engineer may, after giving seven days written notice to Owner, suspend services under a Task Order.

- B. *Termination:* The obligation to provide further services under this Agreement, or under a Task Order, may be terminated:

- 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Task Order through no fault of the terminating party.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
- 3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in the Task Order or Exhibit C, if included.

6.06 *Controlling Law:*

- A. This Agreement is to be governed by the [laws of the State of Tennessee](#).

6.07 *Successors, Assigns, and Beneficiaries:*

- A. Owner and Engineer each is hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. The Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in any Contract Documents prepared for any Specific Project under this Agreement.

6.08 *Dispute Resolution:*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law. [The Parties also agree to set a mediation date during this 30 day period in order to expedite reaching a resolution in the event that negotiation fails.](#)
- B. If the parties fail to resolve a dispute through negotiation or mediation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H [but must participate in good faith in the mediation set pursuant to 6.08.A.](#) If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site:*

- A. With respect to each Task Order, Specific Project, and Site:
1. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous

substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

2. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
3. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
4. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Specific Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating this Agreement for cause on 30 days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from claims, costs, losses, and damages arising out of or relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the

party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- C. *Mutual Waiver*: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to a Specific Project.

6.11 *Miscellaneous Provisions*

- A. *Notices*: Any notice required under this Agreement will be in writing, addressed to the Designated Representative at its address on the signature page and given personally, by e-mail, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of each particular Specific Project.
- F. *Applicability to Task Orders*: The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following provisions:

1. *Addenda*: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.
2. *Additional Services*: Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order which are not included in Basic Services for that Task Order.
3. *Agreement*: This Agreement between Owner and Engineer for Professional Services – Task Order Edition including those Exhibits listed in Article 8 and any duly executed Task Order.
4. *Application for Payment*: The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
5. *Asbestos*: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
6. *Basic Services*: Specified services to be performed for or furnished to Owner by Engineer in accordance with a Task Order.
7. *Bid*: The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
8. *Bidding Documents*: The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.
9. *Change Order*: A document recommended by Engineer, which is signed by a Contractor and Owner to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.
10. *Constituent of Concern*: Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
11. *Construction Agreement*: The written instrument which is evidence of the agreement, contained in the Contract Documents, between Owner and a Contractor covering the Work.
12. *Construction Contract*: The entire and integrated written agreement between Owner and Contractor concerning the Work.

13. *Construction Cost:* The cost to Owner of those portions of an entire Specific Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
14. *Consultants:* Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer's Consultants.
15. *Contract Documents:* Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
16. *Contract Price:* The moneys payable by Owner to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.
17. *Contract Times:* The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
18. *Contractor:* The entity or individual with which Owner has entered into the Construction Contract.
19. *Correction Period:* The time after Substantial Completion during which a Contractor must correct, at no cost to Owner, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.
20. *Defective:* An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.
21. *Documents:* Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
22. *Drawings:* That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.
23. *Effective Date of the Construction Agreement:* The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date

on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

24. *Effective Date of the Agreement:* The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
25. *Effective Date of the Task Order:* The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
26. *Engineer:* The individual or entity named as such in this Agreement.
27. *Field Order:* A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
28. *General Conditions:* That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project.
29. *Hazardous Waste:* The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
30. *Laws and Regulations; Laws or Regulations:* Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
31. *Owner:* The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any construction contracts concerning the Project.
32. *PCBs:* Polychlorinated biphenyls.
33. *Petroleum:* Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
34. *Project:* The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *Radioactive Materials:* Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Record Drawings:* The Drawings as issued for construction on which Engineer, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which Engineer considers significant based on record documents furnished by Contractor to Engineer and which were annotated by Contractor to show changes made during construction.

37. *Reimbursable Expenses:* The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for a Specific Project for which Owner shall pay Engineer as indicated in the Task Orders.
38. *Resident Project Representative:* The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR agreed to by Owner. The duties and responsibilities of the RPR, if any, will be as set forth in each Task Order.
39. *Samples:* Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
40. *Shop Drawings:* All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work.
41. *Site:* Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of a Contractor.
42. *Specifications:* That part of the Contract Documents prepared by Engineer consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.
43. *Specific Project:* An undertaking of Owner as set forth in a Task Order.
44. *Subcontractor:* An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at a Site.
45. *Substantial Completion:* The time at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended.
46. *Supplementary Conditions:* That part of the Contract Documents which amends or supplements the General Conditions.
47. *Supplier:* A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Task Order:* A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
49. *Total Project Costs:* The sum of the Construction Cost, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal,

accounting, insurance counseling, or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

50. *Work*: The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by those Contract Documents.
51. *Work Change Directive*: A written directive to a Contractor signed by Owner upon recommendation of the Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits

Exhibit A, Engineer's Services *[NOTE: Services, tasks, and terms in Exhibit A are for reference in preparing specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order].*

Exhibit B, Owner's Responsibilities

Exhibit C, Payments to Engineer for Services and Reimbursable Expenses

Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative

Exhibit E, Notice of Acceptability of Work – NOT INCLUDED

Exhibit F, Construction Cost Limit

Exhibit G, Insurance

Exhibit H, Dispute Resolution

Exhibit J, Special Provisions

8.02 Total Agreement

- A. This Agreement (together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format provided in Exhibit K to this Agreement, "Amendment to Task Order."

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective party. Each Task Order shall likewise designate representatives of the two parties.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:

ENGINEER:

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for giving notices:

P.O. Box 1499

Morristown, Tennessee 37816-1499

DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

Paul Brown, RLS

Title: Public Works Director

Phone Number: 423-585-4658

Facsimile Number: 423-586-4661

E-Mail pbrown@mymorristown.com

Address: _____

By: *Randy W. Beckner*

Name: Randy W. Beckner, P.E.

Title: Chairman of the Board

Engineer License or Firm's
Certificate No. PE# 101559

State of: Tennessee

Date Signed: 2/24/16

Address for giving notices:

429 Clay Street

Kingsport, Tennessee 37660

DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

Jason Carder, P.E.

Title: Project Manager

Phone Number: 423-245-4970

Facsimile Number: 423-245-5932

E-Mail jacarder@matternandcraig.com

Address: _____

Based on the information provided, Mattern & Craig (ENGINEER) proposes the following general Scope of Services, Fee, and Schedule for the rehabilitation of W. Andrew Johnson Highway, from Walters Drive to Fairmont Avenue, in the City of Morristown (OWNER). The ENGINEER will provide engineering services for the following: roadway milling and resurfacing, replacement of the traffic signal at E. Economy Road, minor geometric improvements along E. Economy Road, pavement restoration, pavement markings, handicap ramps and other ADA-compliant intersection improvements as necessary, and updated regulatory signage.

The ENGINEER will be responsible for managing project funds and advising the OWNER concerning project funding limits for all phases of the project.

Task 1 – Project Coordination & Preliminary Engineering/Environmental Documentation (NEPA Phase)

Task 1.3 – NEPA Document

*Task 1 Deliverables: Draft and Final NEPA Document for TDOT review (PDF format)
Meeting agendas, Meeting Minutes, Action Items (PDF format)
Invoices on a Monthly Basis (Hard copy original)*

Provide topographical survey to supplement aerial mapping, and to establish existing right-of-way along Free Service Tire property.

Task 2.2 – Preliminary Plans

Prepare Preliminary Design documents, consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

Task 2.3 – Preliminary Engineer's Opinion of Probable Cost

Prepare a Preliminary Engineer's Opinion of Probable Cost for the Project.

Task 2.4 – R.O.W. Plans

After acceptance by OWNER & TDOT of the Preliminary Design documents, the Engineer's Opinion of Probable Cost, and any other deliverables subject to any OWNER-directed modifications or changes in scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall prepare R.O.W. Design documents, which will describe any right-of-way to be acquired for the Project. Services will also include coordination with utility owners, but do not include utility relocation.

Task 2.5 – Construction Plans

Prepare Construction Documents indicating the scope, extent, and character of the Work to be performed and furnished by the Contractor. Prepare and furnish bidding documents for review by OWNER & TDOT, its legal counsel, and other advisors, and assist OWNER in the preparation of other related documents.

Task 2.6 – Final Engineer's Opinion of Probable Cost

Revise the Engineer's Opinion of Probable Cost for the Project.

Task 2.7 – Final Submittal and Review

Revise the bidding documents in accordance with comments and instructions from OWNER & TDOT, as appropriate, and submit final copies of the documents to OWNER.

Task 2 Deliverables:

- Preliminary Plans package (PDF format)*
- Preliminary Engineer's Opinion of Probable Cost (PDF format)*
- R.O.W. Plans package (PDF format)*
- Construction Plans package (PDF format)*
- Final Engineer's Opinion of Probable Cost (PDF format)*

Task 3 – Bidding & Negotiation Services (Construction Phase)

After acceptance by OWNER & TDOT of the bidding documents and the most recent Engineer's Opinion of Probable Cost, and upon written authorization of the OWNER to proceed, ENGINEER shall assist OWNER in advertising for and obtaining bids for the Project and, where applicable, maintain a record of prospective bidders to whom bidding documents have been issued, attend a pre-bid conference, receive and process contractor deposits or charges for the bidding documents, issue addenda directly to prospective bidders as appropriate, attend the bid opening, prepare bid tabulation sheets, and assist OWNER in evaluating bids and proposals and in assembling and awarding contracts for the Project.

Task 3 Deliverables:

- Sealed Construction Plans package (hard copies and PDF format)*
- Final Bid Book (hard copies and PDF format)*
- Bid Advertisement (MS-Word format)*
- Pre-Bid Meeting Agenda (PDF format)*
- Bid Addenda, as needed (PDF format)*
- Written Summary of Bid Tabulation and Evaluation (PDF format)*

Task 4 –Construction Engineering Inspection Services (*Construction Phase*)

Construction Administration, Construction Engineering Inspection, and layout services shall be performed by the ENGINEER based on a scope of work, schedule and fee negotiated with the OWNER at a later date. Such work will be performed in accordance with TDOT guidelines and only upon written authorization by the OWNER.

Information Provided by the Owner

Owner to provide any available GIS data, based on aerial mapping, for the project area.

Schedule

<u>Task</u>	<u>Milestone</u>
Environmental Documentation:	45 days following TDOT NTP for Preliminary Engineering phase
Preliminary Design Submittal:	90 days following TDOT NTP for design phase
R.O.W. Design Submittal:	60 days following TDOT NTP for R.O.W. phase
Final Design Submittal:	60 days following TDOT NTP for Construction phase
Bid Documents:	30 days following consolidated final design comments from City
Bidding & Negotiation Phase:	Beginning after TDOT NTP for construction phase

Please note that Engineer has no control over internal FHWA and TDOT review processes as they relate to environmental approvals and the issuances of notices to proceed from the Local Programs office.

Fee and Expenses

<i>Task 1 – Project Coordination & Preliminary Engineering (NEPA Phase)</i>	<i>\$35,740.00</i>
<i>Task 2 – Design Services (Design Phase)</i>	<i>\$122,490.00</i>
<i>Task 3 – Bidding & Negotiation Services (Construction Phase)</i>	<i>\$6,790.00</i>
Total:	\$165,020.00

The lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice. All permitting, application, right-of-way acquisition/appraisal and similar project fees will be paid directly by the OWNER.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the City of Morristown's Engineers Joint Contract Documents Committee (EJCDC) Agreement: E-505, Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition. This exhibit is considered Task Order Number 001 for the above referenced contract. As used in the Agreement, "Engineer" shall refer to **Mattern & Craig, Inc.**, and "Owner" shall refer to the **City of Morristown, Tennessee**.

 X Please ONLY provide a hard copy invoice to the address listed above to the attention of
 Larry Clark or provide alternative address).

The Effective Date of Task Order 001 is March 1, 2016.

OWNER:

By: _____

Name: _____

Title: _____

ENGINEER:

By: Randy W. Beckner

Name: Randy W. Beckner, P.E.

Title: Chairman of the Board

Engineer License or

Firm's Certificate Number: PE# 101559

State of: Tennessee

DESIGNATED REPRESENTATIVE:

By: _____

Name: Paul Brown, RLS

Title: Public Works Director

Address:

P. O. Box 1499

Morristown, Tennessee 37816-1499

E-mail Address:

pbrown@mymorristown.com

Phone: 423-585-4658

Fax: 423-586-4661

DESIGNATED REPRESENTATIVE:

By: Jason Carder

Name: Jason Carder, P.E.

Title: Project Manager

Address:

429 Clay Street

Kingsport, Tennessee 37660

E-mail Address:

jacarder@matternandcraig.com

Phone: 423-245-4970

Fax: 423-245-5932

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order** Edition dated March 1, 2016.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, with respect to each Task Order the Owner shall at its expense:

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

affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. Authorize Engineer to provide Additional Services as set forth in each Task Order as required.
- F. **Coordinate with Engineer** to arrange for access to and make all provisions for Engineer to enter upon public property as required for Engineer to perform services under the Task Order.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer for the Specific Project (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Specific Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Specific Project as Owner requires, a Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose a Contractor has used the moneys paid.
- I. Place and pay for Advertisement for Bids in appropriate publications.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling and legal advice) for Owner so that Engineer may assist the Owner in collating the various cost categories which comprise Total Project Costs.
- L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth in the Task Order the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- M. If more than one prime contract is to be awarded for the Work of the Specific Project designed or specified by Engineer, designate in the Task Order a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors. Define and set forth in the Task Order the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Site.

- O. Provide Engineer with the findings and reports generated by any independent testing laboratory, if Engineer is required to review such documents.
- P. Inform Engineer of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 1, 2016.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Method of Payment

A. Owner shall pay Engineer for services in accordance with one or more of the following methods as identified in each Task Order:

1. Method A: Lump Sum
2. Method C: Direct Labor Costs Times a Factor

C2.02 Explanation of Methods

A. Method A – Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Method C – Direct Labor Costs Times a Factor

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a Factor of 3.4 for the services of Engineer's employees engaged on the Specific Project, plus Reimbursable Expenses, and Engineer's Consultant's charges, if any. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges, if any.

4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
5. The Direct Labor Costs and the Factor applied to Direct Labor Costs will be adjusted annually (as of June 1) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

Costs incurred by Engineer in the performance of the Task Order in the following categories constitute Reimbursable Expenses:

- A. Transportation and subsistence incidental thereto; advertisements, postage, and shipping costs; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls, faxes, and telegrams; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Specific Project-related items in addition to those required under Exhibit A. If authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment. Reimbursable expenses shall be paid at rates set forth in Appendix 1 to this Exhibit C which shall be adjusted annually (as of June 1) to reflect equitable changes in the rates.
- B. The amounts payable to Engineer for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, the latter multiplied by a Factor of 1.1.

C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the

compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Standard Form of Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated March 1, 2016.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates for reimbursable expenses effective on the date of this Agreement are:

Photo-copies	<u>\$ 0.08</u>	per sheet
Full Size Plan Sheets (bond)	<u>0.40</u>	per sheet
Half Size Plan Sheets (bond)	<u>0.20</u>	per sheet
Full Size Plan Sheets (mylar)	<u>5.00</u>	per sheet
Overnight postage – letter	<u>15.00</u>	per shipment
Overnight postage – plans	<u>30.00</u>	per shipment
Mileage (Auto)	<u>0.47</u>	per mile
Parking Fee	<u>8.00</u>	per day
Lodging	<u>77.00</u>	per night
Meals	<u>46.00</u>	per day

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, by the RPR, supervise, direct, or have control over Contractor's work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in Paragraph A1.05 of Exhibit A as incorporated in the Task Order are applicable.
- C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:
 1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Engineer and Contractor.
 - RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor.
 - RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, and assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Specific Project Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Specific Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.

- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern..

12. *Payment Requests:*

- a. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:*

- a. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by a Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to assist in determining Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work.
5. Advise on, issue directions regarding, or assume control over security safety practices, precautions and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy a Specific Project in whole or in part.

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 1, 2016.

Construction Cost Limit

Paragraph 5.02 of the Agreement is amended and supplemented to include the following [agreement of the parties](#):

F5.02 *Designing to Construction Cost Limit*

- A. [Owner and Engineer hereby agree to a Construction Cost limit equal to the amount approved by City Council.](#)
- B. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.
- C. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of Engineer's Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or Bid exceeding the established Construction Cost limit.

Insurance

Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.04 *Insurance*

- A. The limits of liability for the insurance required by Paragraph 6.04.A of the Agreement are as follows:

1. By Engineer

- | | |
|---|--------------------|
| a. Workers' Compensation | Statutory |
| b. Employer's Liability – | |
| 1) Each Accident | <u>\$100,000</u> |
| 2) Disease, Policy Limit | <u>\$500,000</u> |
| 3) Disease, Each Employee | <u>\$100,000</u> |
| c. General Liability – | |
| 1) Each Occurrence (Bodily Injury and Property Damage) | <u>\$1,000,000</u> |
| 2) General Aggregate | <u>\$2,000,000</u> |
| d. Excess or Umbrella Liability – | |
| 1) Each Occurrence | <u>\$5,000,000</u> |
| 2) General Aggregate | <u>\$5,000,000</u> |
| e. Automobile Liability – | |
| 1) Combined Single Limit (Bodily Injury and Property Damage)
Each Accident | <u>\$1,000,000</u> |
| f. Professional Liability – | |
| 1) Each Claim Made | <u>\$4,000,000</u> |
| 2) Annual Aggregate | <u>\$4,000,000</u> |

2. By Owner

- | | |
|--------------------------|-----------|
| a. Workers' Compensation | Statutory |
|--------------------------|-----------|

b. Employer's Liability –

1) Each Accident	<u>\$100,000</u>
2) Disease, Policy Limit	<u>\$500,000</u>
3) Disease, Each Employee	<u>\$100,000</u>

c. General Liability –

1) General Aggregate	<u>\$2,000,000</u>
2) Each Occurrence (Bodily Injury and Property Damage)	<u>\$1,000,000</u>

d. Excess Umbrella Liability –

1) Each Occurrence	<u>N/A</u>
2) General Aggregate	<u>N/A</u>

e. Automobile Liability –

1) Combined Single Limit (Bodily Injury and Property Damage) Each Accident	<u>\$1,000,000</u>
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B. Additional Insureds

1. The Owner shall be listed as an additional insured on all of the following policies which the Engineer has in effect: General Liability, Excess Liability, Umbrella Liability, Environmental Liability, and Automobile Liability.
 - a. The Engineer will provide a copy of the insurance policy endorsement along with their Certificate of Insurance to verify the Liability Insurance Additional Insured status.

C. Workers' Compensation

1. Waiver of Subrogation for the City of Morristown is required.
 - a. The Engineer will provide a copy of the insurance policy endorsement along with their Certificate of Insurance to verify the Workers' Compensation Wavier of Subrogation.
2. The City of Morristown will not accept any owner-partner-member or officer to be excluded from the Workers' compensation coverage except according to Tennessee State law regarding contractors' exemptions.
 - a. A copy of the Workers' Compensation Exemption must be provided with the Certificate of Insurance.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 1, 2016.

Dispute Resolution

Paragraph 6.08 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation by a mediator or mediation service to be jointly selected and agreed upon by both Owner and Engineer. Owner and Engineer agree to participate in the mediation process in good faith. The process should be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction [located in Hamblen County, Tennessee or in the United State Federal Court located in Greeneville, Tennessee.](#)

This is **EXHIBIT J**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 1, 2016.

Special Provisions

Paragraph 6.01E(2) of the Agreement is amended to include the City's current policy regarding Temporary Traffic Control as listed in the City Engineer's Directive #01-11 (please see attached).

City of Morristown

Incorporated 1855

OFFICE OF CITY ENGINEER



CITY ENGINEER'S DIRECTIVE #01-11

Temporary Traffic Control (TTC)

Issued October 5, 2011

JLB 10/5/11

The City of Morristown hereby adopts *Guidelines for Temporary Traffic Control*, 2009 Edition, US Department of Transportation, Federal Highway Administration (Publication No. FHWA-CFL/TD-11-001, January 2011) as the reference for all construction work within the City of Morristown which requires Temporary Traffic Control (TTC).

This reference shall be followed regarding tapers, flagging, warning lights, nighttime operations, arrow panels, channelizing devices, and signs, and all other components of TTC. A copy of the manual shall be maintained on site by each crew performing work which requires TTC.

Contractors' attention is directed in particular to the following applications which are likely to be encountered within the City:

- Lane Closure on Two-Lane Road Using Flaggers (TA-10)
- Lane Closure on Two-Lane Road with Low Traffic Volumes (TA-11)
- Temporary Road Closure (TA-13)
- Work in Center of Road with Low Traffic Volumes (TA-15)
- Lane Closure on Minor Street (TA-18)
- Closure in Center of Intersection (TA-26)
- Sidewalk Detour or Diversion (TA-28)

Note that the reference manual contains scenarios which may be encountered other than those listed above and shall be followed in those situations as well. For situations not addressed in the reference manual, the *Manual of Uniform Traffic Control Devices*, 2009 Edition, shall be followed and a TTC Plan shall be submitted to the City for review and approval before work begins.

Contractors are required to sign this form below and return it to the City Engineer's office prior to the commence of construction activities.

I, Randy W. Beckner (print name), serving as Chairman of the Board (title)
of Mattern & Craig, Inc. (company), have read and understand the information above and
agree to provide Temporary Traffic Control measures as outlined in this directive and referenced materials.

Signature: Randy W. Beckner

Date: 11/14/12

P.O. Box 1499 • Morristown, TN 37816-1499 • Phone (423) 581-0100 • Fax (423) 586-1205

Page 2 of 2

(Exhibit J – Special Provisions)

EJCDC E-500 Standard Form of Agreement Between Owner and Engineer for Professional Services.
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February 24, 2016

Mr. Paul Brown
City of Morristown
Department of Public Works
400 Dice Street
Morristown, TN 37813

RE: Amendment to Turkey Creek
Greenway Phases 4 & 5 Agreement
Morristown, TN

Dear Mr. Brown,

McGill Associates, P.A. appreciates its relationship with the City of Morristown and is thankful for the faith shown in our company by selecting us to assist with the Turkey Creek Greenway Phase 4 & 5 projects. Since our approval to proceed with the *Preliminary Design* and *NEPA Environmental Assistance* phases of the project on August 19, 2015, we've surveyed the anticipated project area, prepared preliminary layout drawings for the greenway, and prepared and submitted the required Purpose and Need, Local Program Agency Coordination, and Cultural Resources letters to the project's Tennessee Department of Transportation (TDOT) environmental coordinator, Katie McKeel, for distribution to the various agencies having jurisdictional responsibilities. Through those submittals and coordination, the project has received the following feedback from these agencies:

- **TDOT Air & Noise** – Approved without need for further study.
- **TDOT Hazardous Materials** – Reported that a Phase I Environmental Site Assessment (ESA) would be required for any right-of-way (ROW) that would be acquired from the railroad or private parties due to common contamination issues along railways and the high amount hazardous waste sites and underground storage tank (UST) facilities found in the project vicinity during a preliminary review of their databases.
- **TN State Historic Preservation Office (SHPO)** – Reported that Native American consultation was needed and they expect responses by mid-March.
- **U.S. Fish & Wildlife Service (USFWS)** – Reported that a formal bat habitat study would be required due to the potential for Indiana bat (endangered species) and northern long-eared bat (threatened species) habitat alteration. This study has been completed and submitted to TDOT for further coordination with USFWS.

E n g i n e e r i n g • P l a n n i n g • F i n a n c e

McGill Associates, P.A. • 2240 Sutherland Avenue, Suite 2, Knoxville, TN 37919

865-540-0801 • Fax 865-595-4999

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- **U.S. Army Corps of Engineers (USACE)** – Approved without need for further study or permitting since no work was being proposed within waters or wetlands of the United States.
- **TN Wildlife Resources Agency (TWRA)** – Approved without need for further study.
- **TN Dept of Environment & Conservation (TDEC)** – Approved without need for further study.

As such, there are three remaining agency approvals that are necessary in order to receive NEPA clearance. Two of those reviews are underway (SHPO & USFWS), with feedback expected within the next 2-3 weeks. Only the TDOT Hazardous Materials review requires additional information at this time. Since their requirement for a Phase I ESA is not standard for all projects, we did not have this study included in our anticipated scope of work. Therefore, the primary reason for this letter is to request an amendment to Section II – NEPA Environmental Assistance of our contract agreement to add the preparation and submittal to TDOT of a Phase I ESA. The scope of work included in this task would generally be as follows:

- Order an Environmental Data Resources (EDR) report (summary of all known background data on spills, sensitive uses, USTs, etc.),
- Research the EDR findings,
- Perform another site visit to review site conditions relative to the EDR findings,
- Interview parties with potential background knowledge, and
- Compile all of the findings into a final report for submittal to TDOT.

McGill Associates will accomplish the above Scope of Work for a lump sum fee of \$7,000.00. We will assign staff to this project to achieve completion in the shortest time possible. Assuming approval to proceed with this task is granted at the City's March 1, 2016 City Council meeting, we would anticipate having the Phase I ESA completed in approximately six weeks and submitting it to TDOT, for forwarding to USFWS, by April 12, 2016. Assuming a thirty day review time, feedback would be expected by May 12, 2016.

As usual, our fees include direct expenses such as printing, reproduction, postage, deliveries, travel, word processing, and sampling. Any permitting fees due for the project are not included in this fee and must be paid by the City. The aforementioned August 19, 2015 Agreement, together with this amendment, represents the entire understanding between McGill Associates and the City of Morristown with respect to our Turkey Creek Greenway Phases 4 & 5 project services and may only be modified in writing, signed by both parties.

Mr. Paul Brown
2/24/2016
Page 3

If you find this amendment acceptable, please indicate acceptance by signing and returning one copy for our files. As always, we thank you for this opportunity to serve the Morristown community.

Sincerely,

McGILL ASSOCIATES, P.A.



John (Jake) Greear, P.E.
Project Manager

ACCEPTED

CLIENT:

McGILL ASSOCIATES, P.A.:

BY: _____
(Signature)

BY:  _____

(Print Name/Title)

Jamie Carden, P.E., Knoxville Office Manager

Date: _____

Date: 2/24/16



February 24, 2016

Mr. Anthony W. Cox
City Administrator
City of Morristown
P.O. Box 1499
Morristown, TN 37816-1499

RE: Proposal for developing concepts for a long-range
view of the Public Works Complex

Dear Mr. Cox:

The City authorized a study of certain city owned buildings, which has now been completed. That study identified numerous issues relating to the Public Works Complex. An overview of those issues are as follows:

- The City Public Works Complex is located along Morris Boulevard and Dice Street. The complex is a collection of buildings, many of which have exceeded their useful life. The site has challenges relating to topography and a nearby creek. The arrangement of the buildings and their function does not lend to efficient operations.
- The animal shelter is located on the site, with many issues which were pointed out in the building evaluation study. It is recommended that the animal shelter be relocated. The space now occupied by the shelter would be available for other use.
- There are old residential houses on the site which have been repurposed for city use. The condition of these structures dictate they are beyond their useful life, and their current use should be in other accommodations. Also on the site are sheds whose structural condition is a safety matter. These sheds should be razed in the near future.
- Traffic flow and parking should be reconfigured for a more efficient operation, and offices should be upgraded and consolidated. Both inside and outside storage should be evaluated, as well as the management of stormwater.

4661 McCammon Court • Maryville, TN 37804 • Phone: (865) 207-3113
ldunn@ssc-mgt.com

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Upgrading the Public Works Complex will require careful thought and adequate time for an economical and sustainable solution. It is envisioned that three distinct phases of time should be allocated. The first would be to review the long-range needs for the Public Works Department. This phase would develop several concepts of any required construction. The second phase would be a design phase, and the third would be actual construction. Phase I could be substantially completed during fiscal year 2016. Phase II, with some construction, would occur during fiscal year 2017 with construction being completed during fiscal year 2018.

SSC is available to act as Program Manager for each of the three phases. This proposal will detail phase I activities. A refined proposal for phase II services will result from the findings of the phase I activities. It is expected that the details, including fees of phase II services, would be available for review and authorization in late spring or early summer of this year.

For phase I, SSC proposes to develop a series of concepts to address a long-range plan for the complex. At the outset, a review of the functions of the Public Works Department would be conducted. The principal SSC person for this task would be Gary Cinder. Mr. Cinder has twenty-five (25) years experience as a public works director and has managed a similar project in the past. That experience can be of extreme value to this program. This task will include interviews with the City's Public Works Director and his senior staff to develop the space allocation needs for each function.

A very important next step would be to develop the interactions of the various functions and what would be the most efficient arrangement for proximity. An example of this issue, at the current complex, is the fleet maintenance and large vehicle maintenance activities. They are not located adjacent to each other. Logic would locate these functions such that personnel and tools are not required to move over great distance and across traffic to perform their required activities.

This proposal would develop four (4) concepts. The concepts would include a) the exclusive use of the existing site, b) a remote site currently owned by the City, c) a site, not currently owned, near the existing complex, and d) a combination of the existing site and a near-by site.

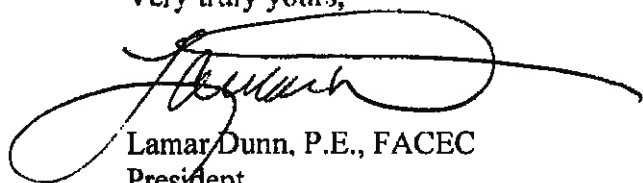
In the development of the concepts there would be close collaboration with the City Administration. It is anticipated that the study would be completed within four (4) months. The proposed schedule of activities is as follows:

<u>Task</u>	<u>Week</u>
Authorization	1
Interview of personnel	1 – 4
Development of space requirements	3 – 6
Initial workflow concept	6 – 8
Client conference	8
Draft concept 1	8 – 10
Draft concept 2 and 3 (new sites)	10 – 14
Draft concept 4 (combination sites)	14 – 16
Client conference	16
Amending draft concepts	17 – 18
Cost estimating	10 – 18
Draft report	18 – 20
Client conference	20
Submit report	21

It is proposed to develop the described study for a lump-sum of \$90,000. These services would be provided under sections IV & X of the Agreement dated May 19, 2015.

We are available to commence upon authorization. If you have questions concerning the proposal, please feel free to call.

Very truly yours,



Lamar Dunn, P.E., FACEC
President
Strategic Services Company, LLC



**CITY OF MORRISTOWN
PURCHASING DIRECTOR**

P.O. Box 1499
Morristown, TN 37815-0647
Phone: (423) 585-4622 Fax: (423) 585-4687

Purchase Order

Fiscal Year 2016

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **16002028-00**

Retain this purchase order for proof of tax exemption.

Tax Exempt #62-6000369

**V
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r**

LADD'S INC
6881 APPLING FARMS PARKWAY

MEMPHIS, TN 38133

**S
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p
t
o**

City of Morristown
400 Dice Street
cummings@mymorristown.com
Morristown, TN 37813

Vendor Phone Number 800-843-1563		Vendor Fax Number 901-324-6814		Requisition Number 16002276		Delivery Reference/Contact CASEY CUMMINGS			
Date Ordered 02/11/16		Vendor Number 002257		Date Required		Interoffice Delivery		Department/Location 44430	
Item#	Description/Part No.				Qty/Unit	Cost Each		Extended Price	
001	SMITHCO SUPER STAR INFIELD CONDITIONER 16HP VANGUARD GAS ENGINE, 2 WHEEL HYDROSTATIC DRIVE, "SPEED BOSS" PRESET SPEED CONTROL SYSTEM, HYDRAULIC CONTROLS FOR IMPLEMENTS, REAR RAKE ATTACHMENT, INFIELD SCARIFIER WITH GAUGE WHEELS AND CHISEL BLADES				1.00 EACH	15787.80000		15,787.80	
	TN STATE CONTRACT #45198 44430-971				15,787.80				
						PO Total		15,787.80	

Morristown Police Department

ROGER OVERHOLT
Chief of Police



MEMORDANDUM

TO : MAYOR AND CITY COUNCIL
FR : CHIEF ROGER OVERHOLT *RO*
RE : ENTRY LEVEL POLICE OFFICERS
DATE : FEBRUARY 25, 2016

I am requesting I be allowed to hire two entry level police officers at the March 01, 2016 City Council Meeting to back fill two current vacancies.

Thank you.

RO/bl

CIVIL SERVICE BOARD

P. O. Box 1499 • MORRISTOWN, TN 37816

POLICE DEPARTMENT ENTRY-LEVEL ROSTER

Revised on February 10, 2016 to reflect recent testing, hiring and /or corrections

<u>RANK AND NAME</u>	<u>EXPIRES</u>
1 Joshua England	28-Feb-17
2 Russell Jones	27-Feb-17
3 Levi Beckelhimer	28-Feb-17
4 Charles Story	28-Feb-17
5 Robert Bolden	28-Feb-17
6 Chris Lowe	30-Jun-16
7 Robert Brooks	30-Jun-16
8 Bobby Morgan	28-Feb-17
9 Zach Jones	28-Feb-17
10 Julian Monroe	28-Feb-17
11 Erick Simonds	28-Feb-17
12 Shannon Woods	30-Jun-16
13 Henry Russell	28-Feb-17
14 Austin Miller	30-Jun-16
15 Joey Maus	28-Feb-17
16 Corey Smith	30-Jun-16
17 Neal Conley	28-Feb-17
18 Jessey McDaniel	30-Jun-16
19 Joe Lawson	30-Jun-16
20 William Smith	28-Feb-17

For the Civil Service Board



Lee Parker, Chairman

2-10-2016

Date