

**STATE OF TENNESSEE
COUNTY OF HAMBLEN
CORPORATION OF MORRISTOWN
AUGUST 20, 2013**

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, August 20, 2013, with the Honorable Mayor Danny Thomas presiding and the following Councilmembers present; Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis, Paul LeBel and Gary Chesney.

Don Lamb, Chaplain Morristown Fire Department led in the invocation and Councilmember Alvis led in the "Pledge of Allegiance".

Councilmember Senter made a motion to approve the August 6, 2013 minutes as circulated. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Thomas presented proclamations to West High School Forensic teacher Suzanne Terry, and team members Tanner Terry and Kirk Wolff, in honor of their many team and National awards.

A Public Hearing was held on approval of the Application for Taxi Cab Franchise. The following people spoke regarding the Taxi Franchise: Rev. Nigel Marlin Reid, Sr.

Councilmember Alvis made a motion to approve the application for Taxi Service Franchise, owner J.C. Rodriguez DBA JNJ Taxi, 209 Main St. B. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

A Public Hearing was held on Ordinance No. 3483. The following people spoke regarding Ordinance No. 3483: Gwendolyn Holden.

Councilmember LeBel made a motion to approve Ordinance No. 3483 on second and final reading. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3483

**An Ordinance Amending Title 18 of the Morristown Municipal Code.
[Water & Sewers, regarding fees and usage amounts.]**

A Public Hearing was held on the following ordinances: Ordinance No. 3443.07, 3443.08, 3443.09, 3443.10 and 3443.11.

Councilmember Chesney made a motion to approve the following ordinances on second and final reading: Ordinance No. 3443.07, 3443.08, 3443.09, 3443.10, and 3443.11. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Ordinance No. 3443.07

An Ordinance to Amend Ordinance Number 3443, The City of Morristown, Tennessee Annual Budget for the Fiscal Year 2012-2013 and Appropriate the Sum of \$111,000 for Year End Budget Amendment for General Fund.

Ordinance No. 3443.08

An Ordinance to Amend Ordinance Number 3443, The City of Morristown, Tennessee Annual Budget for the Fiscal Year 2012-2013 and Appropriate the Sum of \$136,000 for Year End Budget Amendment for LAMPTO.

Ordinance No. 3443.09

An Ordinance to Amend Ordinance Number 3443, The City of Morristown, Tennessee Annual Budget for the Fiscal Year 2012-2013 and Appropriate the Sum of \$410,000 for Year End Budget Amendment for Sewer.

Ordinance No. 3443.10

An Ordinance to Amend Ordinance Number 3443, The City of Morristown, Tennessee Annual Budget for the Fiscal Year 2012-2013 and Appropriate the Sum of \$30,000 for Year End Budget Amendment for Sanitation.

Ordinance No. 3443.11

An Ordinance to Amend Ordinance Number 3443, The City of Morristown, Tennessee Annual Budget for the Fiscal Year 2012-2013 and Appropriate the Sum of \$698,000 for Insurance Fund.

Councilmember Alvis made a motion to approve Resolution No. 17-13. Councilmember LeBel seconded the motion and upon roll call; all voted "aye".

RESOLUTION NO 17-13

RESOLUTION AUTHORIZING A LOAN PURSUANT TO A LOAN AGREEMENT BETWEEN THE CITY OF MORRISTOWN, TENNESSEE, AND THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$20,000,000; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH LOAN AGREEMENT AND OTHER DOCUMENTS RELATING TO SAID LOAN; APPROVING THE ISSUANCE OF A BOND BY SUCH PUBLIC BUILDING AUTHORITY; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID LOAN AND THE PAYMENT OF SUCH INDEBTEDNESS; AND, CONSENTING TO THE ASSIGNMENT OF THE CITY'S OBLIGATION UNDER SUCH LOAN AGREEMENT

WHEREAS, the City Council (the "Council"), of the City of Morristown, Tennessee (the "Municipality"), has determined that it is necessary to finance the costs of certain "public works projects", as defined in Title 9, Chapter 21, Tennessee Code Annotated, as from time to time amended and supplemented, consisting of the extension, construction, improvement, and equipping of the sewer

system of the Municipality, the acquisition of all other property real and personal, appurtenant thereto or connected with such work, and to pay legal, fiscal, administrative, and engineering costs, reimbursement for expenditures related to the foregoing projects, and to pay costs incident to the issuance of the bond and the loan to the Municipality (collectively, the "Project"), by obtaining a loan from The Public Building Authority of the City of Clarksville, Tennessee (the "Authority");

WHEREAS, it has been determined by the Council of the Municipality to be in the best interests of the Municipality to finance the Project through The Tennessee Municipal Bond Fund fixed rate loan program;

WHEREAS, the Municipality is authorized by Title 9, Chapter 21, Tennessee Code Annotated, as amended, to borrow funds and incur indebtedness for the purpose of financing the Project;

WHEREAS, the Authority has been established pursuant to the provisions of Title 12, Chapter 10, Tennessee Code Annotated, as amended (the "Act"), and is authorized pursuant to the provisions of the Act to issue its bonds from time to time, in one more series, and to loan the proceeds thereof to the Municipality for the above described purposes;

WHEREAS, in order to effectuate the program, the Authority has authorized and approved by its Resolution, adopted December 14, 2010, the issuance of its Local Government Loan Program Bonds, in an aggregate principal amount not to exceed \$300,000,000;

WHEREAS, the Authority will issue its Local Government Loan Program Bond, Series 2013 (City of Morristown Sewer System Loan) (the "Bond"), in the principal amount of not to exceed Twenty Million Dollars (\$20,000,000), and loan the proceeds thereof to the Municipality pursuant to the provisions of a Loan Agreement, between the Municipality and the Authority, to be dated the date of issuance and delivery (the "Loan Agreement");

WHEREAS, the Municipality adopted on August 6, 2013, an Initial Resolution authorizing the borrowing of funds and the incurring of indebtedness for the purpose of financing the Project in the amount of not to exceed \$20,000,000, and the City Recorder of the Municipality published such Initial Resolution together with the Notice required by Section 9-21-206 of Tennessee Code Annotated, as amended, in a local newspaper in the Municipality;

WHEREAS, the indebtedness evidenced by the Loan Agreement shall be payable from any and all funds of the Municipality legally available therefor, including, but not necessarily limited to, ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the Municipality will be irrevocably pledged; provided, however, it is the intention of the Municipality that the indebtedness evidenced by the Loan Agreement shall be additionally payable from, but not secured by, the revenues to be derived from the operation of the sewer system, subject to the payment of

reasonable and necessary costs of operating, maintaining, repairing, and insuring such sewer system, and to any pledge of such revenues in favor of other obligations of the sewer system; and,

WHEREAS, the Bond is to be secured by and contain such terms and provisions as set forth in that certain Bond Purchase Agreement, to be entered into between the Authority and the purchaser of the Bond (the "Purchaser").

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

Section 1. Approval of the Loan. (a) For the purpose of providing funds to finance the Project and to pay costs incident to the issuance and sale of the Bond and the loan of the proceeds thereof to the Municipality, the loan to the Municipality from the Authority is hereby authorized in the principal amount of not to exceed \$20,000,000 and the Municipality is hereby authorized to borrow such funds from the Authority.

(b) The Bond to be issued by the Authority shall bear interest at a fixed rate of not to exceed 3.65%. The Mayor and City Recorder are authorized to enter into the Loan Agreement. The Municipality shall make payments of interest and principal in the amounts and on the dates set forth in the Loan Agreement from the sources and funds described herein and in the Loan Agreement. The Loan Agreement shall be for a term of not to exceed twenty years. The final principal and interest payment dates, amortization of principal amounts of the loan evidenced by the Loan Agreement, and prepayment provisions of such Loan Agreement, may be established by the Mayor and the purchaser of the Bond, at the time of the sale of the Bond and the execution and delivery of the Loan Agreement, as shall be determined to be in the best interests of the Municipality.

Section 2. Approval of Loan Agreement. The form, terms, and provisions of the Loan Agreement are in the best interest of the Municipality and are hereby approved and the Council hereby authorizes the Mayor and the City Recorder of the Municipality to execute and deliver such Loan Agreement, such Loan Agreement to be in substantially the form of the Loan Agreement presented to this meeting, the execution of such Loan Agreement by the Mayor and the City Recorder to evidence their approval of any and all changes to such Loan Agreement, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement. The Municipality further agrees to comply with, and to enable the Authority to comply with, all covenants and requirements contained in the Bond Purchase Agreement.

Section 3. Fulfillment of Obligations. The Council of the Municipality is authorized and directed to fulfill all obligations of the Municipality under the terms of the Loan Agreement.

Section 4. Tax Levy. There shall be levied and collected in the same manner as other ad valorem taxes of the Municipality on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount, to the extent necessary in the event funds of the Municipality legally available to pay

the indebtedness evidenced by the Loan Agreement are insufficient, a tax sufficient to pay when due the amounts payable under the Loan Agreement, as and when they become due, and to pay any expenses of maintaining and operating the Project required to be paid by the Municipality under the terms and provisions of the Loan Agreement. For the prompt payment of the Loan Agreement, both principal and interest, as the same shall become due, the full faith and credit of the Municipality are irrevocably pledged.

It is the intention of the Municipality that the indebtedness evidenced by the Loan Agreement shall be additionally payable from, but not secured by, the revenues to be derived from the operation of the sewer system, subject to the payment of reasonable and necessary costs of operating, maintaining, repairing, and insuring such sewer system, and to any pledge of such revenues in favor of other obligations of the sewer system.

Section 5. Approval of Bond and Bond Purchase Agreement. For the purpose of providing funds to make the loan to the Municipality evidenced by the Loan Agreement, as provided herein and in the Loan Agreement, and to pay legal, fiscal, and administrative costs incident thereto, including costs incident to the issuance and sale of the Bond related to the Loan Agreement, the issuance and sale of the Bond by the Authority in connection with the Loan Agreement is hereby approved. The Municipality further approves the execution and delivery of the Bond Purchase Agreement by the Authority in connection with the issuance of the Bond.

Section 6. Disposition of Proceeds. The proceeds from the sale of the Bond shall be paid, from time to time, to the official of the Municipality designated by law as the custodian of the funds of the Municipality, upon submission of a requisition for such funds by the Municipality to the Purchaser and the Administrator, in accordance with the terms of the Loan Agreement. Such proceeds shall be disbursed solely to finance the costs of the Project and to pay costs of issuance incurred in connection with the issuance of the Bond and the loan of the proceeds thereof to the Municipality.

Section 7. Consent to Assignment. The Municipality hereby consents to the assignment of all of the Authority's right, title, and interest in and to the Loan Agreement as security for the Bond to which such Loan Agreement relates, except for certain reserved rights of the Authority, to the Purchaser.

Section 8. Reimbursement Provisions. The Municipality may have made or may hereafter make expenditures with respect to the Project from a source of funds other than proceeds of the loan from the Authority under the Loan Agreement, such expenditures occurring prior to the execution and delivery of the Loan Agreement. The Municipality reasonably expects that it will reimburse such original expenditures with proceeds of the loan from the Municipality made pursuant to the Loan Agreement to the extent permissible under Treasury Regulation 1.150-2.

Section 9. Arbitrage Certification. The Municipality recognizes that the purchaser and owner of the Bond will have accepted it on, and paid therefor a price which reflects the understanding that interest thereon is excludable from gross

income for purposes of federal income taxation under laws in force on the date of delivery of the Bond. In this connection, the Municipality agrees that it shall take no action which may cause the interest on said Bond to be included in gross income for federal income taxation. It is the reasonable expectation of the Council of the Municipality that the proceeds of the Bond will not be used in a manner which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, and to this end the said proceeds of the Bond and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Council further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bond to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bond from becoming taxable. The Mayor and City Recorder, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bond as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the Municipality.

Section 10. Miscellaneous Acts. The Mayor, the City Recorder, the City Administrator, the City Attorney, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in connection with the execution of the Loan Agreement and the issuance of the Bond by the Authority, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved.

Section 11. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit, or describe the scope or intent of any provision hereof.

Section 12. Severability. Should any provision or provisions of this Resolution be declared invalid or unenforceable in any respect by final decree of any court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, ordinance, or provisions shall not affect the remaining provisions of such Resolution.

Section 13. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 14. Effective Date. This Resolution shall take effect upon its adoption, the welfare of the Municipality requiring it.

Adopted and approved this 20th day of August, 2013.

MAYOR

ATTEST:

CITY RECORDER

STATE OF TENNESSEE)
COUNTY OF HAMBLEN)

I, Anthony Cox, hereby certify that I am the duly qualified and acting City Recorder of the City of Morristown, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the City Council (the "Council"), of said Municipality held on August 20, 2013; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the incurring of indebtedness in the amount of not to exceed \$20,000,000, by said Municipality; (4) that the actions by said Council including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 20th day of August, 2013.

CITY RECORDER

(SEAL)

Councilmember Senter made a motion to approve Resolution 18-13. Councilmember Chesney seconded the motion and upon roll call; all voted "aye".

Resolution No. 18-13

A Resolution to Adopt the Developers Agreement as a policy for Subdivision and Infrastructure Improvements.

WHEREAS, the City of Morristown desires to provide a comprehensive and clear agreement between developers within the city; and

WHEREAS, the Developer's agreement clearly outlines the development process for subdivisions and infrastructure improvements; and

WHEREAS, the Development Staff in conjunction with the Morristown Regional Planning Commission held a Developers Conference in which the development community in Morristown had an opportunity to comment on the proposed agreement; and

WHEREAS, after the approval of this resolution it will be the policy of the city that all new subdivision and infrastructure developments within our jurisdiction complete this agreement prior to submission of any plans for approval; and

WHEREAS, The Morristown Regional Planning Commission recommended the use of the Developers Agreement as a standard policy at their meeting on August 13, 2013.

NOW, THEREFORE, BE IT RESOLVED, that The City of Morristown hereby adopt the Developer's Agreement as a policy for subdivision and infrastructure improvements.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon its passage and approval.

Adopted during regular session of City Council this 20th day of August 2013.

Mayor

ATTEST:

City Administrator

**Development Process Agreement
For Subdivisions**

This agreement is intended to set forth the mutual understanding between _____(Developer) and the City of Morristown in the construction and development of the _____ (Project Name).

L PROJECT DESCRIPTION

The Developer is investigating the opportunity to develop land within the City of Morristown located at _____(address) and on Hamblen County Tax Map ___ Group_ Parcel _____ The project is composed of _____acres and the developer intends to develop the property into _____lots which will require the construction of _____Roads. The Developer will work with the following utility agencies to provide utilities to the proposed lots:

Sewer _____ (agency) __ Contact: _____
Water _____ (agency) __ Contact: _____
Electric _____ (agency) __ Contact: _____
Gas _____ (agency) __ Contact: _____
Telecommunications _____ (agency) Contact: _____
Other _____ (agency) Contact: _____

11. Approval Process

a. Concept Plan & Meeting

- i. The City of Morristown Project Manager for this project will be _____
- ii. The Developer must submit a conceptual design/layout plan to the project manager. The Project manager will set up a concept meeting with the various departments & applicable agencies to the project. The Developer and any designers should be present at this meeting.
- iii. Project Manager shall provide a list of comments and concerns about the project to the developer within two weeks of the concept meeting.

b. Traffic Impact Analysis

- i. A traffic impact analysis (TIA) or a "traffic impact statement" may be required for your project Please review the TIA policy within the subdivision regulations and zoning requirements and incorporate those requirements into your design development process. Any required traffic impact analysis or traffic impact statement must be approved prior to submission of a preliminary plat.

c. Preliminary Plat Approval

A Preliminary plat includes a set of construction plans for the roads and utilities, stormwater calculations and a preliminary survey of the proposed lot lay out. These documents must be submitted to the project manager prior to the Morristown Regional Planning Commission Deadline which is the 3rd Monday of each month. The developer is responsible for submitting construction plans and specifications for the proposed sanitary sewer system, as approved by The City of Morristown Wastewater Department to the Tennessee Department of Environment and Conservation (TDEC) for their approval. One set of TDEC approved plans should be returned to the City of Morristown in addition to being included in the overall construction plans. A copy of the TDEC approved sanitary sewer plans is to be kept on site during construction.

- ii. The Project Manager will provide the developer with a list of comments and corrections within 2 weeks of submission of the preliminary plat.

- iii. It is the responsibility of the developer to assure that any revisions to the plans are submitted 1 week prior to the scheduled Morristown Regional Planning Commission in order to remain on the agenda for the approval.
- iv. It is advised that the Developer attend the Morristown Regional Planning Commission when the Commission considers their project.
- v. The Commission typically approves the preliminary plat subject to a variety of conditions. All conditions must be met prior to construction.
- vi. It is the responsibility of the Developer to provide 2 sets of final plans to the Project Manager. The project manager will stamp both sets and return one set to the developer. This approved preliminary plat shall remain at the construction site during construction.
- vii. Preliminary Plat Approval expires within 2 years of approval. Developments that may take longer for construction will need to request that the Morristown Regional extend that time frame by no more than 2 years.

d. Land Disturbance Permit

- i. An application for the Land Disturbance Permit must be submitted into the engineering department prior to any grading on the property.
- ii. The developer shall be responsible for developing a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP will designate the developer as a responsible party for executing the provisions of the SWPPP and shall be prepared by someone who meets TDEC requirements. The SWPPP shall also include an Erosion and Sediment Control Plan sealed by a Professional Engineer licensed in Tennessee. The entire SWPPP shall be submitted to the City Engineer for approval. The developer agrees that no earthwork will occur without an approved SWPPP and a City of Morristown Land Disturbance Permit.
- iii. A stormwater bond will be necessary prior to obtaining the Land Disturbance Permit. This amount is determined by the Developer's engineer based on city guidelines during the preliminary plat approval process.
- iv. Once the Land Disturbance Permit is received construction can begin on the site.
- v. If in part of the Land Disturbance Process burning is required, a pit burner is required. The Developer will need to contact the City of Morristown Fire Marshall's office to obtain a burn permit. (423) 585-4657.

III. Construction Process

a. Stormwater

- i. Stormwater management is an important component of any development project. The developer is responsible for using best management practices (BMP's) to meet the requirements of all city ordinances and policies regarding stormwater infrastructure construction. This includes the installation of all necessary temporary construction BMP's and permanent stormwater facilities.
- ii. Stormwater detention which conforms to the requirements of the Subdivision Regulations will likely be required at the site. These requirements must be met even if the project does not involve a subdivision. A waiver of the detention requirements may be granted per Engineer's Directive #12-02.
- iii. The Developer may need to develop a Water Quality Management Plan (WQMP). This comprehensive plan, which addresses stormwater management and treatment both during and after construction, is generally required for projects which disturb one acre or more and for certain land uses defined as "hot spots."
- iv. Inspections related to stormwater construction will be done by the City of Morristown as required by state law and local stormwater department policies. The developer may request a site inspection or site meeting to discuss or review an issue in the field. The City of Morristown will accommodate a reasonable number of visits to help facilitate a productive and responsible construction activity.
- v. Stormwater Violations will be issued as required by the City's stormwater management permit with TDEC.

b. Road Improvements

- i. The City shall provide the developer with the City of Morristown street standards and requirements in writing.
- ii. Developer shall provide a utility plan that is approved by all utilities in the jurisdiction of the roadway and shall have that approval certified on the sealed utility plan sheet or title sheet of the roadway plans.
- iii. Developer shall construct the roadway improvements per the approved site plans and preliminary plat.
- iv. Developer shall provide all required geotechnical reports and testing as required by the City of Morristown street standards, zoning, and subdivision regulations.
- v. Field Changes — If field changes are necessary, the engineer of record for the project shall contact the Project Manager and submit any design plans as required by the Project Manager. If the changes are approved the Project Manager will provide approval in writing to the Developer and Engineer.
- vi. Signage • Roadway signage and marking plan shall be included in the project drawings and shall be installed per MUTCD standards prior to the final inspection of the site. The City of Morristown Public Works may install signs and pavement markings upon request and the Developer will reimburse the city for all costs associated with the fabrication and installation of signs and pavement markings. Any work completed by Public Works will be invoiced within 45 days of completion.

c. Sanitary Sewer

- i. Prior to construction of any Sewer line, the Developer must contact the City of Morristown to schedule a sewer inspector to be on site. This requires a minimum of 48 hour notice.
- ii. The City will provide an inspector at the developer's expense during the construction of sewer line. The Developer is responsible for reimbursing the City for the costs of this inspector. The City will invoice the Developer monthly during construction. Invoices shall reflect fees charged at an hourly rate. Final Plat approval or bond release will not happen until all the inspection invoices have been paid.
- iii. If sanitary sewer is not available to the site, the City may, at no cost to the user, extend a sewer main line for purposed of connection, not to exceed 100 feet for residential users and not to exceed 200 feet for commercial or industrial users unless another agreement is negotiated with the City Council through a formal developer's agreement. The City may impose and collect a reasonable fee, in advance, based upon the estimated cost to the City for extending its main line beyond the above described limits. The City may impose additional charges or may make refunds as the case may be, to reflect the actual costs incurred by the City in extending such line.
- iv. The Developer is responsible for construction of sewer lines within the development boundaries and must pay all costs associated with the installation of sewer mains and appurtenances, including engineering and legal costs.
- v. The Developer or their assigns are responsible for all sewer connection fees and permit fees.
- vi. The Developer will dedicate at no cost to the City of Morristown any sewer easement required to provide sewer service to the development.
- vii. The Developer will surrender all portions of the completed sanitary sewer system intended for public use to the City of Morristown, complete with all easements, and free from any encumbrances, upon written acceptance of the public portions of the system by the City of Morristown.

d. Electric

- i. All electrical construction and relocation costs associated with the project will be the Developer's responsibility to coordinate and fund. These costs may include the relocation of traffic signal systems, related electrical conduits and control circuits.
- ii. Any construction must be approved by the Electric Company servicing the project prior to commencement of work to assure safety and continued access to the services.
- iii. Any "Aid to Construction" or other funding arrangements by the Developer and the electrical service provider are not part of the provisions of this agreement.

- e. Water
 - i. The costs of construction associated with all water lines and all apparatuses shall be the responsibility of the Developer.
 - ii. Any construction must be approved by the Utility District or Agency servicing the project prior to commencement of work to assure safety and continued access to the services.
 - iii. Any "Aid to Construction" or other funding arrangements by the Developer and the electrical service provider are not part of the provisions of this agreement.

- f. Gas
 - i. The costs of construction associated with all gas lines and all apparatuses shall be the responsibility of the Developer.
 - ii Any construction must be approved by the Agency servicing the project prior to commencement of work to assure safety and continued access to the services. Any "Aid to Construction" or other funding arrangements by the Developer and the electrical service provider are not part of the provisions of this agreement.

- g. Telecommunications
 - i. The costs of construction associated with all telecommunication lines and all apparatuses shall be the responsibility of the Developer.
 - ii. Any construction must be approved by the Agency servicing the project prior to commencement of work to assure safety and continued access to the services.
 - iii. Any "Aid to Construction" or other funding arrangements by the Developer and the electrical service provider are not part of the provisions of this agreement.

IV. Final Approvals

- a. Bonds /Letters of Credit
 - i. A Bond/ Letter of Credit for the remainder of the construction can be accepted by the Morristown Regional Planning Commission in lieu of complete construction any time after preliminary plat approval.
 - ii. The Developer is responsible for having their engineer submit an estimate representing uncompleted infrastructure in their project to the Project Manager for approval. This estimate shall include all uncompleted items at 150% of the cost
 - iii. This bond/letter of credit must be approved by the Morristown Regional Planning Commission prior to the recording of the final plat.
 - iv. The bond/letter of credit must expire in March or September no more than 2 years from the approval date. Extension may be granted by the Morristown Regional Planning Commission and may require a new estimate representing uncompleted infrastructure requiring a change in the bond or letter of credit amount.
 - v. Building Permits — One building permit may be issued to the Owner of the property prior to Final Plat Approval. If final Plat approval is obtained with a bond prior to complete construction, building permits shall only be issued to lots that have access to a hard dustless surface road due to safety access.
 - vi. The Developer agrees to indemnify the City of Morristown for failures due to poor materials, engineering, construction, and workmanship and further agrees to provide a full warranty for materials, engineering and construction for the period of (12) twelve months following final plat approval. After all construction is complete, the developer must post a maintenance bond/letter of credit for a minimum of one year which must expire in March or September. This bond/letter of credit shall be valued at a minimum of 10% of the total construction cost of the street infrastructure. After the one year period has passed, the Morristown City Council shall consider acceptance of the roadway and other approved infrastructure. The bond/letter of credit must meet the requirements in the Subdivision Regulations.

- b. Stormwater
 - i. The Developer must submit acceptable as-built drawings, prepared by a licensed professional engineer showing the required facilities and certifying they were constructed in accordance with the approved WQMP together with such other information as may be required by the City Engineer;

- ii. The Developer must submit a copy of the recorded Maintenance Agreement
- iii. The Developer must submit a copy of a recorded plat showing the location of all required facilities and associated easements
- iv. The site must be inspected by and receive written acceptance from the City Engineer.

c. Road Improvements

- i. The Developer must submit acceptable as-built drawings, prepared by a licensed professional engineer as defined in the Subdivision Regulations for the City of Morristown.
- ii. Upon completion of the road improvements, the Developer must contact the Project Manager and request a final inspection. Within two weeks, the project manager will provide the Developer a "punch" list if applicable.

d. Sewer Improvements

- i. The Developer will furnish the City of Morristown with "As-built" drawings prepared by a licensed professional engineer (in both 24" x 36" hard copy and AutoCad format) showing the exact location of all pump stations, manholes, air release valves, sanitary sewer lines, easements, and cleanouts as well as casting elevations and invert elevations (in & out).
- ii. The Developer will provide the City with CCTV Line Inspection Information from a reputable PACP certified company.

e. Final Plat

- i. The Developer is responsible to submit "As-built" plans as well as a final subdivision plat to the Project Manager by the deadline of the Morristown Regional Planning Commission.
- ii. The Project Manager will notify in writing the Developer of any issues with the final plat within two weeks of submission.
- iii. The Developer is responsible to obtain Signatures on the Final Plat of the owners, the Electrical Provider, and the water provider. The Project Manager will obtain the signatures of the Wastewater Director, City Engineer and Planning Commission Secretary prior to recording.
- iv. The Developer must pay any unpaid fees. This includes the recording fee for the plat as well as any inspections fees.
- v. The Project Manager will record the plat within one week of receiving all final documents and fees.

f. Hold Harmless and Indemnity

- i. The Developer agrees to hold the City of Morristown harmless and to indemnify it in the event of Project default and further agrees such indemnification shall include all costs related to Project default including but not limited to attorneys fees, administration expenses, engineering fees, and costs of court.

N. GOVERNING LAW

This agreement does not negate the undersigned's compliance with City of Morristown Ordinances and regulation. This Agreement shall be governed by the laws of the State of Tennessee.

Councilmember Senter made a motion to approve Ordinance No. 3484 on first reading and schedule a public hearing relative to final passage of said Ordinance for September 3, 2013. Councilmember Alvis seconded the motion and upon roll call; all voted "aye"

Ordinance No. 3484

An Ordinance to amend Chapter 32 of the City of Morristown, Tennessee, Zoning Ordinance (Exterior Lighting).

Councilmember Alvis made a motion to approve the stormwater program proposal(s) from Lamar Dunn & Associates for the following: a.) Preparation of Construction documents for a new drainage structure at Vantage View. Surveying and Hydraulic Analysis \$14,500 lump sum; Design & Construction Documents \$40,000 lump sum, Permitting \$18,500 hourly budget, Easement Assistance \$ 4,500 hourly budget. b.) Addressing drainage improvements at Cub Circle by collecting street run-off and directing it to a suitable location; Surveying & Hydraulic Analysis \$ 1,400 lump sum, Design & Construction Documents \$14,500 lump sum. c.) Investigate the situation at the MAID pond. The fee for LDA services is a lump sum of \$37,000. We also recommend that the City retain the services of Foundation System Engineering, P.C. to provide the geotechnical services. d.) Phase I services to evaluate the situation of the Freshour Street culvert. The fee for LDA services is \$41,000. We also recommend that Mattern & Craig be retained to provide certain survey and structural/foundation evaluation services. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Chesney made a motion to approve the proposal from Foundation Systems Engineering, P.C. to conduct Geotechnical Assessment & Preliminary Design for MAID pond in the lump sum, not to exceed, cost of \$11,500. Councilmember LeBel seconded the motion and upon roll call; all voted "aye".

Councilmember Garrett made a motion to approve the Owner-Engineer Agreement and Task Order #1 for preliminary design of culvert on Freshour Street at Lincoln Avenue with Mattern & Craig in the amount of \$43,300. This contract is part of the Stormwater Capital Improvements Program. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Owner-Engineer Agreement and Task Order #1 for final design of the Morristown Medical District Improvements with CDM Smith in the amount of \$257,200, to include project coordination, right-of-way, construction plans, and bidding services. Councilmember Chesney seconded the motion and upon roll call; all voted "aye".

Councilmember Alvis made a motion to approve a Grant Contract with the Tennessee Department of Transportation (TDOT) Aeronautics Division in the amount of \$50,000 Security Money for Fuel Farm and Apron. Councilmember Chesney seconded the motion and upon roll call; all voted "aye">

Councilmember Senter made a motion to approve the proposal from Foundation System Engineering, P.C. to conduct Quality Control Testing Services for Jackson Street Sanitary Sewer Replacement and Storm Drainage Improvements in the not to exceed amount of \$6,900. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Councilmember Chesney made a motion to approve the proposal from Foundation System Engineering, P.C. to conduct Quality Control Testing for Fall Creek ETVID, South Drainageway Project and Storm Drainage Improvements in the not to exceed amount of \$6,950. Councilmember LeBel seconded the motion and upon roll call; all voted "aye".

Mayor Thomas nominated Bryan Dickerson to the Morristown Utility Commission for a five (5) year term to expire on August 1, 2018 (replacing expired term of Max Biery). Councilmember Garrett seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to re-appoint John "Jack Cartwright to the Housing Board of Adjustments and Appeals for a three (3) year term to expire on August 15, 2016. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Thomas nominated Clifford Jinks for re-appointment to the Municipal Airport Commission for a five (5) year term to expire on August 31, 2018 upon roll call; Mayor Thomas voted "aye"; Councilmembers Garrett, Bivens, Senter, Alvis, LeBel and Chesney voted "no".

Paul LeBel nominated Frank McGuffin to the Municipal Airport Commission for a five (5) year term to expire on August 31, 2018 upon roll call; Councilmembers Garrett, Bivens, Senter, Alvis, LeBel and Chesney voted "aye"; Mayor Thomas voted "no".

Councilmember LeBel made a motion to approve the off-premise beer permit for Isaacs Enterprises, Inc., (registered agent Steve Isaacs), DBA Fastop #227, 105 Thoroughbred Run Road. Councilmember Chesney seconded the motion and upon roll call; all voted "aye".

Councilmember LeBel made a motion to approve the off-premise beer permit for Weigel Stores, Inc. (registered agent Kenneth McCullen), DBA Weigels #81, 5290 S. Davy Crockett Pkwy. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Thomas adjourned the August 20, 2013 meeting.

MAYOR

ATTEST:

CITY ADMINISTRATOR