

WORK SESSION
November 19, 2019
4:00 p.m.

1. Agenda Review

AGENDA
CITY OF MORRISTOWN, TENNESSEE
CITY COUNCIL MEETING
November 19, 2019
5:00 p.m.

- 1. CALL TO ORDER**
Mayor Gary Chesney
- 2. INVOCATION**
Robert Montgomery, Chaplain Morristown Fire Department
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL**
- 5. APPROVAL OF MINUTES**
 1. November 5, 2019
- 6. PROCLAMATIONS/PRESENTATIONS**
Presentation to the Morristown Tree Board
 1. Tennessee Urban Forestry Council Award of Excellence
 2. The Morristown Parks and Recreation Leadership Award of Excellence in Recreation.
- 7. CITIZEN COMMENTS ABOUT AGENDA ITEMS ONLY**
(Other than items scheduled for public hearing.)
- 8. OLD BUSINESS**
- 8-a. Public Hearings & Adoption of Ordinances/Resolutions**
- 9. NEW BUSINESS**
- 9-a. Resolutions**

9-b. Introduction and First Reading of Ordinances

1. Ordinance No. _____

Being an Ordinance of the City Council of Morristown, Tennessee amending Title 14 (Zoning and Land Use Control), of the Morristown Municipal Code, Chapter 2, Chapter 8, Chapter 10, Chapter 11, Chapter 12, Chapter 14, and Chapter 16 regarding Methadone and Substance Abuse Treatment Facilities.

9-c. Awarding of Bids/Contracts

9-d. Board/Commission Appointments

9-e. New Issues

1. Approval of Inspection and Maintenance Agreement (I&M) between the City of Morristown and LKM Properties, LP, The Downs at Wallace Farm IV, Weigels Truck Center.

2. Approval of Inspection and Maintenance Agreement (I&M) between the City of Morristown and Villa West, LLC T. Phillip Carlyle, Villas West II.

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:

November 28-29, 2019	Thurs/Fri		City Employee's Holiday Thanksgiving
December 3, 2019	Tuesday	2:30 p.m.	Finance Committee Meeting
December 3, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 3, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 17, 2019	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 17, 2019	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 24- 25, 2019	Tues/Wed		City Employee's Holiday Christmas
January 1, 2020	Wednesday		City Employee's Holiday New Year's Day
January 7, 2020	Tuesday	2:30 p.m.	Finance Committee Meeting
January 7, 2020	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
January 7, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
January 20, 2020	Monday		City Employee's Holiday Martin Luther King Day
January 21, 2020	Tuesday	4:00 p.m.	Agenda Review
January 21, 2020	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session

WORK SESSION AGENDA

November 19, 2019

1. Memorandum of Understanding between Morristown Fire Dept. and M-H EMS

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
November 5, 2019**

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, November 5, 2019, with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present; Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, and Kay Senter; Ken Smith was absent.

Reverend Dr. Cynthia Thompson, Chaplain, Morristown Police Department led in the invocation. Councilmember Al A'Hearn led the "Pledge of Allegiance".

Councilmember A'Hearn made a motion to approve the October 15, 2019 minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Mayor Chesney declared Saturday, November 30, 2019 as Small Business Saturday in the City of Morristown.

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided. The following spoke: Gwen Holden, Linda Noe and Judy Stockard.

Councilmember Pedigo made a motion to approve the Amendment to the Agreement Creating the Joint Economic and Community Development Board of Hamblen County, Tennessee. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the application for the Tennessee Department of Transportation (TDOT) 2019-2020 Traffic Signal Modernization Grant (TSMP). Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the Interlocal Cooperation Agreement for Fire Protection Service between the City of Morristown and Morristown Utilities Commission. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve Change Order No. 1 with Design Innovation Architects for the Morristown City Hall Plaza Garage increasing the contract amount by \$6,569.02. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve Proposed Geotechnical and Environmental Services for the Community Center Site in the amount of \$9,750.00, approve contract, and allow Tony Cox, City Administrator to enter into agreement with GEOServices, LLC. Councilmember A'Hearn seconded the motion and upon roll call; Mayor Chesney, Councilmembers A'Hearn, Pedigo, Senter voted "aye" and Councilmembers Bivens and Garrett voted "no".

Councilmember Bivens made a motion to approve the purchase of eleven vehicles for the Morristown Police Department through the Statewide Contract for a total amount of \$400,084.66. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve Change Order No. 1 with Andrews & Hoskins Construction Inc. for Heritage Park decreasing the contract amount by \$42,158.70. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the Recommendation from DIA to Award the Bid for the Roof Replacement of Fire Stations #2, #5, #6 and the City Center to Morristown Roofing, Inc. in the amount of \$572,821. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the Inspection and Maintenance Agreement (I&M) between the City of Morristown and O & A Properties, LLC – Fazoli's Morristown. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to reappoint Deputy Chief Michelle Jones to Morristown-Hamblen Child Care Centers Board for a two (2) year term to expire November 20, 2021. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve the sale of property to TN Mechanical & Industrial in the Morristown Airport Industrial District (MAID) consisting of approximately 3 acres of Lot 13D on Ontario Circle for the Purchase Price of \$17,000. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the Promotion of Mark Brewer to Lieutenant for the Morristown Fire Department. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember A'Hearn made a motion to approve the Promotion of John Heatherly to Driver for the Morristown Fire Department. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve adding Tuesday, December 24, 2019, as a Christmas Holiday. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided. The following spoke: John Cunningham, Judy Gragert, Michele Long, Greg Skinner, Ed Berg, Pauline Madron, Linda Noe, Russell King, Gordon Graham, Cindy Monk, Melissa Finnley, Scott Cutshaw, Teresa Long, David Marshall and Judy Stockard.

Mayor Gary Chesney adjourned the November 5, 2019 Morristown City Council meeting at 6:06 p.m.

Mayor

Attest:

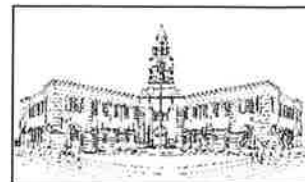
City Administrator

DRAFT

City of Morristown

Incorporated 1855

DEPARTMENT OF COMMUNITY DEVELOPMENT & PLANNING



TO: Morristown City Council
FROM: Steve Neilson, Community Development Director *SNT*
DATE: November 19, 2019
SUBJECT: Text Amend. TEXT-2339 – Methadone/Substance Abuse Treatment Facilities

BACKGROUND:

After the August 13th Board of Zoning Appeals meeting, it became apparent that our current definition of methadone/suboxone facilities was unclear and could lead to different interpretations. Methadone and suboxone are two different drugs. Methadone is dispensed on-site and suboxone is dispensed through a prescription. Methadone is a Scheduled II drug and Suboxone is a Schedule III drug and the State has different requirements for both.

Because of this, staff felt that it was time to revisit the definition and all the regulations regarding these drugs/medications. After considerable research looking at other communities, reviewing the American Disability Act, and after consulting with Lauren Carroll, City Attorney, and with our TML attorney, staff is proposing to replace the current definition and requirements for methadone and suboxone clinics with the following amendments.

First, staff is proposing to amend the definition of BUSINESS, PROFESSIONAL OR GOVERNMENTAL OFFICES to exclude substance abuse treatment facilities and second, staff is proposing to separate methadone and suboxone into two separate uses with two separate definitions and requirements.

14-203 DEFINITIONS

BUSINESS, PROFESSIONAL OR GOVERNMENTAL OFFICES shall mean a structure or space wherein business services are performed involving predominantly managerial, administrative, or clerical operations such as accounting, real estate, financial consulting, manufacturers' representatives, insurance, employment services, advertising and public relations, business and other research firms, architecture, engineering, medical offices not including pain clinics, substance abuse treatment facilities or methadone treatment clinics or facilities, and others as may be determined by staff.

METHADONE TREATMENT CLINIC OR FACILITY (scheduled drugs dispensed on-site): shall mean a building or portion of a building, containing offices, facilities or designated space with the predominant, substantial, or significant purpose of providing outpatient treatment, distributing or dispensing scheduled drug(s) on-site to individuals who are dependent or addicted to legal or illegal drugs, opiates, alcohol or other similar substances. The obligation of the operations of such a facility to obtain a certificate of need (CON) and license from the State of Tennessee shall create a presumption that the intended use is a non-residential substance abuse treatment facility (scheduled drugs dispensed on-site).

SUBSTANCE ABUSE TREATMENT FACILITY: shall mean a building or portion of a building, containing offices, facilities or designated space with the predominant, substantial, or significant purpose of

providing outpatient treatment, counseling or similar services to individuals who are dependent on legal and illegal drugs, opiates, alcohol or other similar substances. Treatments often include suboxone, buprenorphine, and other prescribed medications used to treat opiate addictions. Substance Abuse Treatment facilities does not include Methadone Treatment Clinics or Facilities.

Both Methadone Treatment Clinics and Substance Abuse Treatment Facilities would be permitted as a Use on Review in the following districts:

OMP - Office Medical and Professional District;
IB - Intermediate Business District;
CBD - Central Business District;
LI - Light Industrial District;
HI - Heavy Industrial District; and
TA - Tourist Accommodation District.

USE ON REVIEW requirement

Methadone Treatment Clinic or Facility provided (scheduled drugs dispensed on-site):

1. The facility shall be fully licensed/certified by the appropriate regulating state or federal agency, if required;
2. If a certificate of need (CON) is required, a copy of the CON application shall be submitted to the Board of Zoning Appeals prior to being heard by the Board. The CON shall be obtained as a condition of final approval; no building permits shall be issued or occupancy be allowed prior to the petitioner receiving the CON and licenses; and presenting them to the Planning Development;
3. The facility shall be located on properties which abuts, adjoins, or physically borders a collector or arterial street;
4. The petitioner shall provide the Board of Zoning Appeals with information regarding the number of staff to be employed;
5. The indoor waiting/seating area shall be open to all patients thirty (30) minutes prior to patients being seen;
6. The facility shall post a conspicuous sign stating that no loitering is allowed on the property; and
7. Provide the name and phone number of the community relations contact who will respond to complaints.

Substance abuse treatment facilities provided:

1. No facility shall allow outdoor seating areas, queues, or customer waiting areas. All activities shall be conducted within the building and adequate indoor waiting areas shall be provided for all patients and business invitees.

2. The indoor waiting/seating area shall be open to all patients thirty (30) minutes prior to patients being seen;
3. The facility shall post a conspicuous sign stating that no loitering is allowed on the property. A sign shall also be posted stating that no drugs/medications are stored or distributed on property; and
4. Provide name and phone number of the community relations contact who will respond to complaints.

In addition, Staff is proposing to amend the Parking Regulations to include the following requirement:

14-216-3 OFF-STREET PARKING REQUIREMENT

b. Medical Facilities:

4. Methadone Treatment Clinic or Facility: One (1) off-street space per one hundred (100) square feet of gross floor area plus one (1) space per employee.
5. Substance Abuse Treatment Facility: One (1) parking space per two hundred-fifty (250) square feet of total floor area.

RECOMMENDATION:

The Planning Commission at its November 12th meeting voted unanimously to forward on the proposed amendments to the City Council for approval. Staff recommends approval of the proposed text amendments.

ORDINANCE NO. _____

BEING AN ORDINANCE OF THE CITY COUNCIL OF MORRISTOWN,
TENNESSEE AMENDING TITLE 14 (ZONING AND LAND USE
CONTROL), OF THE MORRISTOWN MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL of the City of Morristown that the text of Title 14 (Zoning and Land Use Control), Chapter 2, Chapter 8, Chapter 10, and Chapter 11, Chapter 12, Chapter 14, and Chapter 16 regarding methadone and substance abuse treatment facilities be amended to states:

14-203 DEFINITIONS

BUSINESS, PROFESSIONAL OR GOVERNMENTAL OFFICES shall means structure or space wherein business services are performed involving predominantly managerial, administrative, or clerical operations such as accounting, real estate, financial consulting, manufacturers' representatives, insurance, employment services, advertising and public relations, business and other research firms, architecture, engineering, medical offices not including pain clinics, substance abuse treatment facilities or methadone treatment clinics or facilities, and others as may be determined by staff.

METHADONE TREATMENT CLINIC OR FACILITY (scheduled drugs dispensed on-site): shall mean a building or portion of a building, containing offices, facilities or designated space with the predominant, substantial, or significant purpose of providing outpatient treatment, distributing or dispensing scheduled drug(s) on-site to individuals who are dependent or addicted to legal or illegal drugs, opiates, alcohol or other similar substances. The obligation of the operations of such a facility to obtain a certificate of need (CON) and license from the State of Tennessee shall create a presumption that the intended use is a non-residential substance abuse treatment facility (scheduled drugs dispensed on-site).

SUBSTANCE ABUSE TREATMENT FACILITY: shall mean a building or portion of a building, containing offices, facilities or designated space with the predominant, substantial, or significant purpose of providing outpatient treatment, counseling or similar services to individuals who are dependent on legal and illegal drugs, opiates, alcohol or other similar substances. Treatments often include suboxone, buprenorphine, and other prescribed medications used to treat opiate additions. Substance Abuse Treatment facilities does not include Methadone Treatment Clinics or Facilities.

14-216-3 OFF-STREET PARKING REQUIREMENT

b. Medical Facilities:

4. Methadone Treatment Clinic or Facility: One (1) off-street space per one hundred (100) square feet of gross floor area plus one (1) space per employee.
5. Substance Abuse Treatment Facility: One (1) parking space per two hundred-fifty (250) square feet of total floor area.

USE ON REVIEW in the Chapter 8, Office Medical and Professional District (OMP), Chapter 10, Intermediate Business District (IB), Chapter 11, Central Business District (CBD), Chapter 12, Light Industrial District (LI), Chapter 14, Heavy Industrial District (HI), and Chapter 16, Tourist Accommodation District (TA).

Methadone Treatment Clinic or Facility provided (scheduled drugs dispensed on-site):

1. The facility shall be fully licensed/certified by the appropriate regulating state or federal agency, if required;
2. If a certificate of need (CON) is required, a copy of the CON application shall be submitted to the Board of Zoning Appeals prior to being heard by the Board. The CON shall be obtained as a condition of final approval; no building permits shall be issued or occupancy be allowed prior to the petitioner receiving the CON and licenses; and presenting them to the Planning Development;
3. The facility shall be located on properties which abuts, adjoins, or physically borders a collector or arterial street;
4. The petitioner shall provide the Board of Zoning Appeals with information regarding the number of staff to be employed;
5. The indoor waiting/seating area shall be open to all patients thirty (30) minutes prior to patients being seen;
6. The facility shall post a conspicuous sign stating that no loitering is allowed on the property; and
7. Provide the name and phone number of the community relations contact who will respond to complaints.

Substance abuse treatment facilities provided:

1. No facility shall allow outdoor seating areas, queues, or customer waiting areas. All activities shall be conducted within the building and adequate indoor waiting areas shall be provided for all patients and business invitees.
2. The indoor waiting/seating area shall be open to all patients thirty (30) minutes prior to patients being seen;
3. The facility shall post a conspicuous sign stating that no loitering is allowed on the property. A sign shall also be posted stating that no drugs/medications are stored or distributed on property; and
4. Provide name and phone number of the community relations contact who will respond to complaints.

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

Passed on first reading the _____ day of _____, 2019.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the _____ day of _____, 2019.

Mayor

ATTEST:

City Administrator

DEFINITIONS

BUSINESS, PROFESSIONAL OR GOVERNMENTAL OFFICES shall mean structure or space wherein business services are performed involving predominantly managerial, administrative, or clerical operations such as accounting, real estate, financial consulting, manufacturers' representatives, insurance, employment services, advertising and public relations, business and other research firms, architecture, engineering, medical offices—not including pain clinics, substance abuse treatment facilities or methadone treatment clinics or facilities, and others as may be determined by staff. (3596-02/06/2018)

METHADONE TREATMENT CLINIC OR FACILITY ~~shall mean a licensed facility for the counseling of patients and the distribution of methadone, suboxone, or similar drug for outpatient, non-residential purposes only. (3431-02/07/2012) (scheduled drugs dispensed on-site):~~ shall mean a building or portion of a building containing offices, facilities or designated space with the predominant, substantial, or significant purpose of providing outpatient treatment, distributing or dispensing scheduled drug(s) on-site to individuals who are dependent or addicted to legal or illegal drugs, opiates, alcohol or other similar substances. The obligation of the operations of such a facility to obtain a certificate of need (CON) and license from the State of Tennessee shall create a presumption that the intended use is a non-residential substance abuse treatment facility (scheduled drugs dispensed on-site).

SUBSTANCE ABUSE TREATMENT FACILITY: shall mean a building or portion of a building containing offices, facilities or designated space with the predominant, substantial, or significant purpose of providing outpatient treatment, counseling or similar services to individuals who are dependent on legal and illegal drugs, opiates, alcohol or other similar substances. Treatment often include suboxone, buprenorphine, and other prescribed medications used to treat opiate additions. Substance Abuse Treatment facilities does not include Methadone Treatment Clinics or Facilities.

Methadone Treatment Clinic or Facility provided (scheduled drugs dispensed on-site):

1. The facility shall be fully licensed/certified by the appropriate regulating state or federal agency, if required;
2. If a certificate of need (CON) is required, a copy of the CON application shall be submitted to the Board of Zoning Appeals prior to being heard by the Board. The CON shall be obtained as a condition of final approval; no building permits shall be issued or occupancy be allowed prior to the petitioner receiving the CON and licenses; and presenting them to the Planning Development;
3. The facility shall be located on properties which abuts, adjoins, or physically borders a collector or arterial street;

4. The petitioner shall provide the Board of Zoning Appeals with information regarding the number of staff to be employed;
5. The indoor waiting/seating area shall be open to all patients thirty (30) minutes prior to patients being seen;
6. The facility shall post a conspicuous sign stating that no loitering is allowed on the property; and
7. Provide the name and phone number of the community relations contact who will respond to complaints.

Substance abuse treatment facilities provided:

1. No facility shall allow outdoor seating areas, queues, or customer waiting areas. All activities shall be conducted within the building and adequate indoor waiting areas shall be provided for all patients and business invitees. The facility shall be responsible to ensure any patient or business invitee do not stand, sit (including in a parked car), gather, or loiter outside of the building where the clinic operates, including in any parking area, sidewalks, right-of-way, or neighboring property for any period of time longer than that reasonably required to arrive and depart;
2. The indoor waiting/seating area shall be open to all patients thirty (30) minutes prior to patients being seen;
3. The facility shall post a conspicuous sign stating that no loitering is allowed on the property. A sign shall also be posted stating that no drugs/medications are stored or distributed on property; and
4. Provide the name and phone number of the community relations contact who will respond to complaints.

Substance Abuse Treatment facilities and Methadone Treatment Clinic or Facility would be approved as a Use on Review in the following districts:

OMP- Chapter 8 Office Medical and Professional District

IB- CHAPTER 10, Intermediate Business District

CBD CHAPTER 11, Central Business District

LI CHAPTER 12, Light Industrial District

HI- CHAPTER 14, Heavy Industrial District

TA CHAPTER 16, Tourist Accommodation District

The same districts we allow other medical uses.

Amend Parking Regulations to include the following requirement:

14-216-3 OFF-STREET PARKING REQUIREMENT

b. Medical Facilities:

4. Methadone Treatment Clinic or Facility: One (1) off-street space per one hundred (100) square feet of gross floor area plus one (1) space per employee.
5. Substance Abuse Treatment Facility: One (1) parking space per two hundred-fifty (250) square feet of total floor area.

Delete the existing requirements for Methadone Treatment Clinics.

~~Methadone Treatment Clinic or Facility—(3169-03/02/2004) (3431-02/07/2012)—~~

- ~~a. The consideration for approval by the Board of Zoning Appeals of a methadone treatment clinic or facility shall be contingent upon the receipt of the appropriate license and certificate of need by the State of Tennessee.~~
- ~~b. Maps showing existing land use and zoning within one-quarter (1/4) mile of the proposed site should be submitted with an application for Use of Review approval along with the license of the applicant, certificate of need, site plan, survey or other information deemed reasonable by the Board of Zoning Appeals for use in making a thorough evaluation of the proposal.~~
- ~~c. The clinic or facility shall be located on and have access to a Principal Arterial street.~~
- ~~d. Measurement shall be made in a straight line on the Morristown Zoning Map from the nearest wall of the building in which the methadone treatment clinic or facility is situated to the nearest property line of the following uses:~~
 - ~~1. The clinic or facility shall not be located within one thousand (1,000) feet of a school, day care facility, park, church, mortuary or hospital.~~
 - ~~2. The clinic or facility shall not be located within one thousand (1,000) feet of any establishment that sells alcoholic beverages for either on- or off-premises consumption.~~
 - ~~3. The clinic or facility shall not be located within one thousand (1,000) feet of any area devoted to public recreation activity.~~
 - ~~4. The clinic or facility shall not be located within one thousand (1,000) feet of any amusement catering to family entertainment.~~
 - ~~5. The site shall not be less than one thousand (1,000) feet of any residentially zoned property at the time of approval.~~

- ~~6. The site shall not be less than one-half (1/2) mile from any other methadone treatment clinic or facility.~~
- ~~7. The site shall comply with off-road parking requirements as regulated by Section 14-216 of the Municipal Code of the City of Morristown.~~

DRAFT

Inspection and Maintenance Agreement

(I&M Agreement)

City of Morristown, TN
100 West 1st North Street
Morristown, TN 37814
(423) 581-0100

Inspection and Maintenance Agreement (I&M Agreement)

THIS AGREEMENT, made and entered into this 11th day of November, 20 19, by and between LLM Properties, LP hereinafter called the "Landowner", and
(Insert Full Name of Owner)
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as 057 116.07

_____ as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book 1767 Page 198, hereafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Subdivision known as The Downso Wallace Farm IV
(Name of Plan/Development)

hereafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, agree that the health, safety and welfare of the residents of the City of Morristown, Tennessee, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management/BMP facilities, as shown on the Plan, be constructed and adequately maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management/BMP facilities shall be constructed by the Landowner, its successors, and assigns, in accordance with the plans and specifications identified in the Plan and shall, upon construction completion, be certified as such by the Plan's Engineer of Record.
2. The Landowner, its successors, and assigns, shall adequately maintain the stormwater management/BMP facilities as outlined in the Plan and contained within the Landowner's property. This includes all pipes and channels built to convey stormwater to and from the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition, so that these facilities

are performing their design functions. Those maintenance procedures outlined in the Plan and the City's approved BMP guidelines shall be practiced at a minimum. Common maintenance shall include the removal of debris (leaves, lawn clippings, sticks, etc.) and trash after rainfall events, checking outlet structures for clogging and cleaning, as necessary, repairing erosive areas promptly upon observation, and removing accumulated sediment.

3. The Landowner, its successors, and assigns, shall inspect the stormwater management/BMP facility and report to the City Engineer if any major repairs (i.e. structural) are necessary. The purpose of the inspection and reporting is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc and shall be performed at such times and such manner as to accomplish these objectives.
4. The Landowner, its successors, and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans or in the City's BMP guidelines, the Landowner, its successors, and assigns, shall adhere to the schedule.
5. The Landowner, its successors, and assigns, hereby grant an easement to the City, its authorized agents, and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The purpose of inspection may be to check the facility for proper functioning, to follow-up on reported deficiencies or repairs, to respond to citizen complaints, and/or to check for any other reasons the City deems necessary. If problems are observed, the City shall provide the Landowner, its successors, and assigns, copies of the inspection findings and a directive to commence with the repairs within a specified timeframe.
6. In the event the Landowner, its successors, and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the City, the City may enter upon the Property and take the steps necessary to correct deficiencies identified in the inspection report. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner, outside of the easement, for the stormwater management/BMP facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
7. In the event the City, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors, and assigns, shall reimburse the City upon demand, within sixty (60) days of receipt thereof, for two hundred percent (200%) of all actual costs incurred by the City hereunder.
8. If the Landowner fails to pay the City for two hundred percent (200%) of their incurred expenses within sixty (60) days of receipt of written notice, the Landowner authorizes the City to place a lien against the property in an amount equal to two hundred percent (200%) of said expenses.
9. If the Landowner fails to reimburse the City, as described above, the Landowner further authorizes the City to collect said expenses from the Landowner through other appropriate legal action, with the Landowner to be liable for the reasonable costs of collection, court costs, and attorney fees.

10. This Agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.
11. This Agreement shall be recorded among the land records of Hamblen County, Tennessee, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interest.

WITNESS the following signatures and seals:

Lcm Properties, LP
Company/Corporation/Partnership Name (Seal)

By: W B Weigel

William B. Weigel
(Type Name)

Chairman
(Type Title)

State of Tennessee

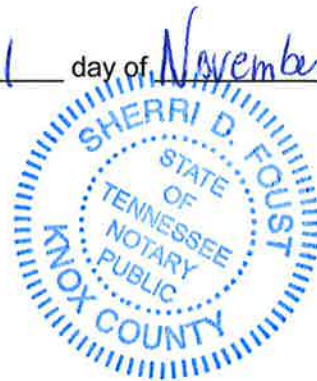
County of Knox

The foregoing Agreement was acknowledged before me this 11 day of November, 2019.

by William B. Weigel

Sherri D. Faust
Notary Public

My Commission Expires 4/4/2020



Approved as to form:

Approved by the City:

City Attorney

Date

Mayor

Date

Inspection and Maintenance Agreement

(I&M Agreement)

City of Morristown, TN

100 West 1st North Street

Morristown, TN 37814

(423) 581-0100

Inspection and Maintenance Agreement (I&M Agreement)

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between Villas West, LLC/T. Phillip Carlyle hereinafter called the "Landowner", and
(Insert Full Name of Owner)
the City of Morristown, TN hereinafter called "City".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain property described as _____
_____ as recorded by deed in the last land records of
(Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book _____ Page _____, hereafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Subdivision known as Villas West II
(Name of Plan/Development)

hereafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, agree that the health, safety and welfare of the residents of the City of Morristown, Tennessee, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management/BMP facilities, as shown on the Plan, be constructed and adequately maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management/BMP facilities shall be constructed by the Landowner, its successors, and assigns, in accordance with the plans and specifications identified in the Plan and shall, upon construction completion, be certified as such by the Plan's Engineer of Record.
2. The Landowner, its successors, and assigns, shall adequately maintain the stormwater management/BMP facilities as outlined in the Plan and contained within the Landowner's property. This includes all pipes and channels built to convey stormwater to and from the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition, so that these facilities

are performing their design functions. Those maintenance procedures outlined in the Plan and the City's approved BMP guidelines shall be practiced at a minimum. Common maintenance shall include the removal of debris (leaves, lawn clippings, sticks, etc.) and trash after rainfall events, checking outlet structures for clogging and cleaning, as necessary, repairing erosive areas promptly upon observation, and removing accumulated sediment.

3. The Landowner, its successors, and assigns, shall inspect the stormwater management/BMP facility and report to the City Engineer if any major repairs (i.e. structural) are necessary. The purpose of the inspection and reporting is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc and shall be performed at such times and such manner as to accomplish these objectives.
4. The Landowner, its successors, and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans or in the City's BMP guidelines, the Landowner, its successors, and assigns, shall adhere to the schedule.
5. The Landowner, its successors, and assigns, hereby grant an easement to the City, its authorized agents, and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The purpose of inspection may be to check the facility for proper functioning, to follow-up on reported deficiencies or repairs, to respond to citizen complaints, and/or to check for any other reasons the City deems necessary. If problems are observed, the City shall provide the Landowner, its successors, and assigns, copies of the inspection findings and a directive to commence with the repairs within a specified timeframe.
6. In the event the Landowner, its successors, and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the City, the City may enter upon the Property and take the steps necessary to correct deficiencies identified in the inspection report. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner, outside of the easement, for the stormwater management/BMP facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
7. In the event the City, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors, and assigns, shall reimburse the City upon demand, within sixty (60) days of receipt thereof, for two hundred percent (200%) of all actual costs incurred by the City hereunder.
8. If the Landowner fails to pay the City for two hundred percent (200%) of their incurred expenses within sixty (60) days of receipt of written notice, the Landowner authorizes the City to place a lien against the property in an amount equal to two hundred percent (200%) of said expenses.
9. If the Landowner fails to reimburse the City, as described above, the Landowner further authorizes the City to collect said expenses from the Landowner through other appropriate legal action, with the Landowner to be liable for the reasonable costs of collection, court costs, and attorney fees.

10. This Agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.
11. This Agreement shall be recorded among the land records of Hamblen County, Tennessee, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interest.

WITNESS the following signatures and seals:

Villas West, LLC
Company/Corporation/Partnership Name (Seal)

By: [Signature]

T. Phillip Carlyle
(Type Name)

Owner/Chief Manager
(Type Title)

State of IN

County of Hamblen

The foregoing Agreement was acknowledged before me this 11th day of November, 2019,

by Teresa Kreceman

[Signature]
Notary Public

My Commission Expires 9-28-2021



Approved as to form:

Approved by the City:

City Attorney

Date

Mayor

Date