

Finance Committee

April 5, 2022

3:30 p.m.

Pre-Meeting WORK SESSION

April 5, 2022

4:00 p.m.

AGENDA

CITY OF MORRISTOWN, TENNESSEE

CITY COUNCIL MEETING

April 5, 2022

5:00 p.m.

1. CALL TO ORDER

Mayor Gary Chesney

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF MINUTES

1. March 15, 2022

6. PROCLAMATIONS/PRESENTATIONS

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

8. OLD BUSINESS

1. Consideration to take from the table the Public Hearing and Second Reading of Ordinance No. 4697 and place on the April 19, 2022 Council Agenda.

Ordinance No. 4697

Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. {Rezoning of Hamblen County Tennessee Tax Parcel ID # 032025 15910 from IB (Intermediate Business District) and Hamblen County Tennessee Tax Parcel ID# 032025 15801 from R2 (Medium Density Residential District) to RP1 (Planned Development Residential District), the general location being shown on the attached exhibit A.} **{Public Hearing April 19, 2022}**

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

1. Ordinance No. 4702

Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 033M H 01100 000 from Office and Medical Professional (OMP) to Medium Density Residential (R-2), the general location being shown on the attached Exhibit A (717 W.5th North).

2. Ordinance No. 4703

Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of property as described on a survey entitled West Park Commons, and recorded in Deedbook LPLAT, Page 20 in Hamblen County, to be rezoned from R-3 (High Density Residential) to RP-1 (Planned Residential) the general location being shown on the attached Exhibit A (Old 11E Hwy).

3. Ordinance No. 4704

Entitled an Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown, Tennessee. Annexation of the following Hamblen County tax parcels: 054C A 001.0, 054C A 001.02, 054C A 001.00 and 054 022.00, as highlighted on Exhibit A (all of which fronts West Andrew Johnson Highway and are located between Britton Drive and Lakeshore Road).

4. Resolution No. 2022-11

A Resolution of the City Council of Morristown adopting a Plan of Services for the Annexation of the following Hamblen County Tax Parcels Property identified as Hamblen County Parcel ID's #054c A 001.01, #054c A 001.00, #054c A 001.00 And #054 022.00, all of which front West Andrew Johnson Highway and are located between Britton Drive and Lakeshore Road, the General Location Being Shown on the attached Exhibit A.

9. NEW BUSINESS

9-a. Resolutions

9-b. Introduction and First Reading of Ordinances

9-c. Awarding of Bids/Contracts

1. Approval of the Interlocal Cooperation Agreement with Hamblen County Government and Walters State Community College for the Pine Brooke Radio Signal Site.
2. Approval of the Sponsorship and Lease Agreements between the City of Morristown and Covenant Health for Morristown Landing.

3. Approval of Inspection and Maintenance Agreement (I&M) with Carlyle Construction, LLC for property described as Stone Haven Phase 3, Morristown, Tennessee.
4. Approval of Southeast Industrial, LLC entering a sublease agreement for the storage of a King Air aircraft. Recommended by the Morristown Regional Airport Commission on March 16, 2022.
5. Approval of a Policy/Procedure for Administrative Approval of subleases at the Southeast Industrial, LLC hangars in certain scenarios. Recommended by the Morristown Regional Airport Commission on March 16, 2022.
6. Approval to declare six (6) vehicles from various departments as surplus and sell via GovDeal or dispose of properly.

9-d. Board/Commission Appointments

1. City Council appointment or re-appointment to the Hamblen County Board of Equalization for a two (2) year term to expire May 1, 2024; term expiring: Robert Russell.
2. City Council appointment(s) or reappointment(s) to the Construction Board of Adjustments, Appeals and Examiners for a three (3) year term to expire May 1, 2025; terms expiring Robert T. Russell, Jim Clark, Jody Wigington.

9-e. New Issues

1. Approval of Police Department promotion to Corporal.
2. Approval of Fire Department promotion to Deputy Chief.

10. CITY ADMINISTRATOR'S REPORT

11. COMMUNICATIONS/PETITIONS

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

12. COMMENTS FROM MAYOR/COUNCILMEMBERS/COMMITTEES

13. ADJOURN

WORK SESSION

April 5, 2022

1. Property Maintenance, Neglected Structures and Construction Board

City Council Meeting/Holiday Schedule.

April 5, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
April 5, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 5, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 15, 2022	Friday		City Center Closed – Observance of Good Friday
April 19, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 19, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
April 19, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
April 19, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 3, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
May 3, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 17, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
May 17, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
May 30, 2022	Monday		City Center Closed – Observance of Memorial Day
June 7, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
June 7, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
June 7, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
June 21, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
June 21, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 4, 2022	Monday		City Center Closed – Observance of Independence Day
July 5, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 5, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
July 19, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
July 19, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 2, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
August 2, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 2, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
August 16, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
August 16, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 5, 2022	Monday		City Center Closed – Observance of Labor Day
September 6, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 6, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
September 20, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
September 20, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 4, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
October 4, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 4, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
October 18, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
October 18, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 1, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 1, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 15, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
November 15, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
November 24-25,	Thurs/Fri		City Center Closed – Observance of Thanksgiving Holiday
December 6, 2022	Tuesday	3:30 p.m.	Finance Committee Meeting
December 6, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 6, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 20, 2022	Tuesday	4:00 p.m.	Work Session – Council Agenda Review
December 20, 2022	Tuesday	5:00 p.m.	Regular City Council Meeting with Work Session
December 26, 2022	Monday		City Center Closed – Observance of Christmas Day

**STATE OF TENNESSEE
COUNTY OF HAMBLEN
CORPORATION OF MORRISTOWN**

March 15, 2022

5:00 p.m.

The City Council for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place of the Council in the Morristown City Center at 5:03 p.m. with the Honorable Mayor Gary Chesney presiding and the following Councilmembers present: Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Kay Senter and Ken Smith.

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

Councilmember A'Hearn made a motion to approve the March 1, 2022, minutes as circulated. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Mayor Chesney opened the floor for citizens comments related to Agenda items. No one spoke.

A Public Hearing was held relating to Ordinance 4701. No one spoke.

Councilmember Smith made a motion to approve Ordinance No. 4701 on second and final reading. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4701

Being an Ordinance of the City Council of Morristown, Tennessee amending Title 5 (Municipal Finance and Taxation) Chapter 2, Section 5-207 and 5-208 (Delinquent Taxes) of the Morristown Municipal Code.

Councilmember A'Hearn made a motion to approve Resolution No. 2022-7. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Resolution No. 2022-7

A Resolution of the Council of the City of Morristown, Tennessee directing payment of Electric Tax Equivalent.

Councilmember Senter made a motion to approve Resolution No. 2022-8. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Resolution No. 2022-8

A Resolution of the Council of the City of Morristown, Tennessee directing payment of Wastewater Tax Equivalent.

Councilmember Smith made a motion to approve Resolution No. 2022-9. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Resolution No. 2022-9

A Resolution of the Council of the City of Morristown, Tennessee to support restoring the Historic Revenue Sharing Relationship between the State of Tennessee and its Local Governments and to return the Local Share of the Single Article CAP to Local Governments.

Councilmember Pedigo made a motion to approve Resolution No. 2022-10. Councilmember Smith seconded the motion and upon roll call; all voted “aye”.

Resolution No. 2022-10

A Resolution of the City Council of the City of Morristown, providing direction for the use of certain Grant Funds.

Councilmember A’Hearn made a motion to approve Ordinance No. 4702 on first reading and schedule a public hearing relative to final passage of said ordinance for April 5, 2022. Councilmember Pedigo seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 4702

Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of Hamblen County Tennessee Tax Parcel ID # 033M H 01100 000 from Office and Medical Professional (OMP) to Medium Density Residential (R-2), the general location being shown on the attached Exhibit A (717 W.5th North).

Councilmember Pedigo made a motion to approve Ordinance No. 4703 on first reading and schedule a public hearing relative to final passage of said ordinance for April 5, 2022. Councilmember A’Hearn seconded the motion and upon roll call; all voted “aye”.

Ordinance No. 4703

Entitled an Ordinance to Amend the Municipal Code of the City of Morristown, Tennessee, Appendix B. Rezoning of that property as

described on a survey entitled West Park Commons, and recorded in Deedbook LPLAT, Page 20 in Hamblen County, the general location being shown on the attached Exhibit A (Old 11E Hwy).

Councilmember A'Hearn made a motion to approve Ordinance No. 4704 on first reading and schedule a public hearing relative to final passage of said ordinance for April 5, 2022. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Ordinance No. 4704

Entitled an Ordinance to Annex Certain Territory and to Incorporate same within the Corporate Boundaries of the City of Morristown, Tennessee. Annexation of the following Hamblen County tax parcels: 054C A 001.0, 054C A 001.02, 054C A 001.00 and 054 022.00, as highlighted on Exhibit A. (W. Andrew Johnson Hwy).

Councilmember Senter made a motion to approve the contract with Bewley Excavating in the amount of \$66,950 for Public Works Detention Pond repair. Councilmember Garret seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to approve Change Order No. 2 to Leon Williams Contractor for the City Hall Interior Renovations in the amount of \$18,478 to increase size of the ammo storage room, water supply upstairs to the police wing, and an increase in the pictogram sign size to meet code. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to acknowledge the receipt of bids for the Installed Fitness Equipment project for Morristown Landing and accept the bid from Fitness and Exercise Solutions LLC in the amount of \$251,525, including warranties referenced in the recommendation from Sports Facilities Management, as the lowest and best bid and authorize a purchase order for the same. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve a one (1) year contract extension for certain turf management and mowing services with Oak View Landscaping & Lawn Care in the amount of \$158,800. Councilmember Smith seconded the motion and upon roll call; all voted "aye".

Councilmember Senter made a motion to approve a one (1) year contract extension for certain turf management and mowing services with Tennessee Turf Masters in the amount of \$109,806. Councilmember Pedigo seconded the motion and upon roll call; all voted "aye".

Councilmember Smith made a motion to accept the recommendation from BurWil Construction Company and Sports Facilities Companies and award the Airplane Wrap Contract to Morristown Signs in the amount of \$9,850. 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) with BJK Properties, LLC for property located at 1413 S. Cumberland, Morristown, Tennessee. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve Morristown Police Department promotion of Matt Webb to Detective. Councilmember A'Hearn seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve confirmation of the Separation - Morristown Fire Department. Councilmember Smith 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 provide; Linda Noe, Gwen Holden, Paul Sciortino, Jennifer Clark, Deborah Clark and Louis Chan spoke.

Mayor Gary Chesney adjourned the March 15, 2022 Morristown City Council meeting at 5:45 p.m.

Mayor

Attest:

City Administrator

The City of Morristown

Community Development & Planning



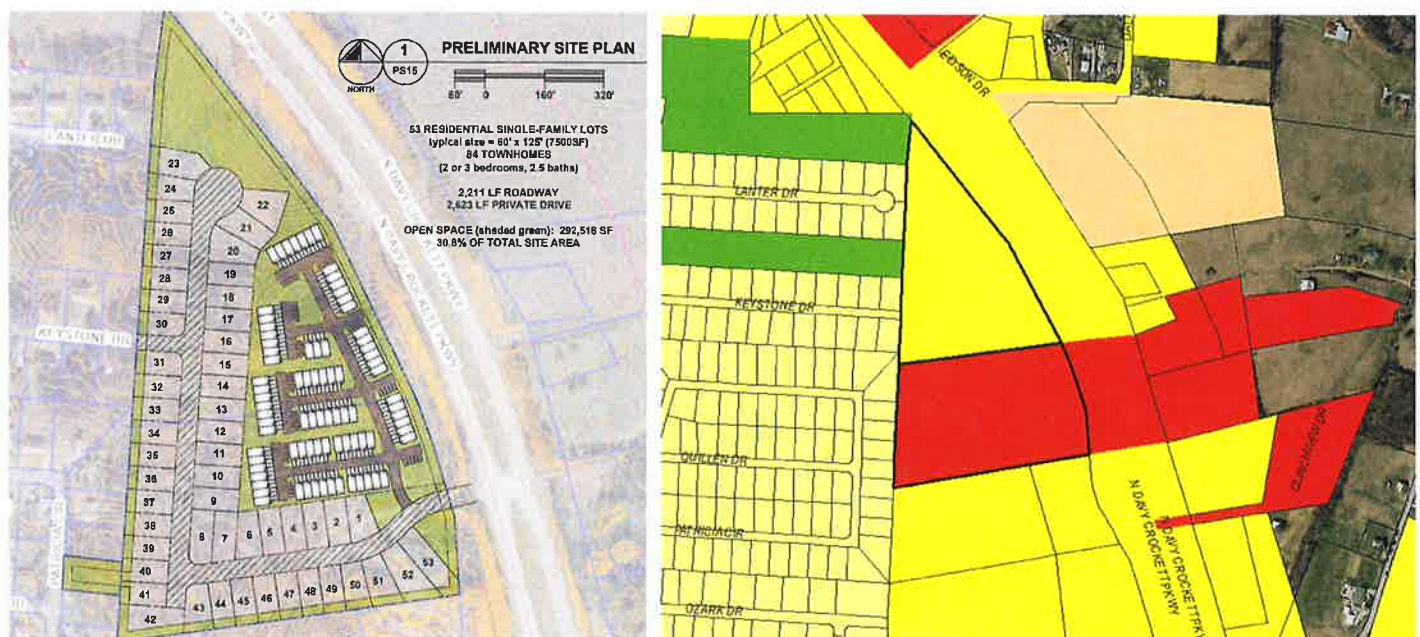
TO: Morristown City Council
FROM: Josh Cole, Planner
DATE: April 5th, 2022
SUBJECT: 25E Rezoning R2 & IB to RP1

A public hearing for rezoning of two parcels located on the eastern side of Highway 25E from R2 (Medium Density Residential District) and IB (Intermediate Business District) to RP1 (Planned Residential Development District) was before City Council for the introduction/first reading on September 21st (2021); however, the applicant wanted to delay the public hearing due to some potential issues with the development of the site. The applicant did recently reach out to staff with the request to move forward with the rezoning and public hearing. Staff is asking City Council to place this item for the required public hearing on April 19th.

The original memo that was sent to City Council is seen below.

BACKGROUND:

Staff has received a request to rezone two parcels located on Highway 25E from R2 (Medium Density Residential District) and IB (Intermediate Business District) to RP1 (Planned Residential Development District). The total size of this request is slightly under 22 acres and both parcels are currently vacant. It has Highway 25E along with the proposed Summit Greene subdivision and vacant farm property to the east, the Campbell Acres subdivision to the west, and vacant property to the south.



The purpose of the planned residential development district is to encourage creativity and flexibility in planned residential districts. The applicants note that they are requesting this district so they can provide single family residential lots that abut the existing single family to the east and then provide higher density multifamily along a portion that fronts Highway 25E.

Any development within the RP1 district must be approved by the Planning Commission and any change of use, increase in density, or significant modification to the approved plan must go back before Planning Commission for reapproval. The preliminary site plan that was approved by planning commission includes 53 single family residential lots and 84 townhouses. The applicant is proposing to place the single-family lots up against the existing single-family neighborhood to act as a buffer against the proposed townhouses. The size and density of the single family lots are consistent with the current R2 requirements. Additionally, the plan provides two access points with one being from Highway 25E and the other is a connection to the existing right-of-way on Keystone Drive.

RECOMMENDATION:

Based on the proposed site layout, staff believes that the applicant is providing a similar residential development along those properties that abut the existing established single-family neighborhood to the east and the transition to multifamily along Highway 25E provides a higher density next to a major corridor within the city.

Thus, staff recommends approval of this rezoning from R2 and IB to RP1 and Planning Commission recommended approved this request at their September 2021 meeting.





PRELIMINARY SITE PLAN

53 RESIDENTIAL SINGLE-FAMILY LOTS
typical size = 60' x 125' (7500SF)
84 TOWNHOMES
(2 or 3 bedrooms, 2.5 baths)

2,211 LF ROADWAY
2,623 LF PRIVATE DRIVE

OPEN SPACE (shaded green): 292,518 SF
30.8% OF TOTAL SITE AREA

COX CONCEPTS
1416 DOBYNS DRIVE
KINGSPORT, TN 37664
423-732-2940

PRELIMINARY SITE PLAN 15

MORRISTOWN SITE
MORRISTOWN, TENNESSEE

PS15

2020 - 0008

ORDINANCE NO. 4697

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

{Rezoning of Hamblen County Tennessee Tax Parcel ID # 032025 15910 from IB (Intermediate Business District) and Hamblen County Tennessee Tax Parcel ID# 032025 15801 from R2 (Medium Density Residential District) to RP1 (Planned Development Residential District), the general location being shown on the attached exhibit A.}

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

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

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from IB (Intermediate Business District) and R2 (Medium Density Residential District) to RP1 (Planned Development Residential District);

BEGINNING at the point of intersection of the western boundary of Highway 25-E right-of-way, Parcel 159.10 of Hamblen County Tax Map 025, and Parcel 159.09 of Hamblen County Tax Map 025 and heading in a northerly direction along the common boundary shared by Parcel 159.10 of Hamblen County Tax Map and Highway 25-E right-of-way to the point of intersection between Parcel 159.10 of Hamblen County Tax Map 025 and Parcel 158.01 of Hamblen County Tax Map 025; Thence in a northwesterly direction along the common boundary shared by Parcel 158.01 of Hamblen County Tax Map 025 and Highway 25-E right-of way to the point of intersection between Parcel 158.01 of Hamblen County Tax Map 025 and Parcel 069.04 of Hamblen County Tax Map 025; Thence in a southerly direction to along the western boundary of Parcel 158.01 of Hamblen County Tax Map 025 to the point of intersection of Parcel 158.01 of Hamblen County Tax Map 025 and Parcel 159.10 of Hamblen County Tax Map 02; Thence in a southerly direction along the western boundary of Parcel 159.10 of Hamblen County Tax Map 025 to the point of intersection of Parcel 159.10 of Hamblen County Tax Map 025 and Parcel 159.03 of Hamblen County Tax Map 025; Thence is a easterly direction along the southern boundary of Parcel 159.10 of Hamblen County Tax Map 025 to the point of beginning.

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used for Planned Residential District (RP1) uses exclusively.

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

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

Passed on first reading the 21st day of September 2021.

Mayor

ATTEST:

City Administrator

Passed on second and final reading the 19th day of April 2022.

Mayor

ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Lori Matthews
DATE: March 15th, 2022
REQUEST: Rezoning Request

Property owner Mike Bunch is asking to rezone his property located at 717 West 5th Street, from its current designation of OMP (Office and Medical Professional) to R-2 (Medium Density Residential). The applicant will be remodeling the existing office on-site into a single family house.

This half-acre property is located across West 5th North Street from (the former) Lakeway Regional Hospital, along the intersection of West 5th North Street with McFarland Street. While several properties in this area are both zoned and used for professional office use, there appears to be more residential housing east of McFarland Street than office use. This being due in large part to the current housing boom and closing of Lakeway Regional Hospital.

RECOMMENDATION:

The Planning Commission at their regular meeting on March 8th voted unanimously to forward the applicant's rezoning request on to City Council for approval. Staff would ask the Planning Commission to forward this request to City Council for approval.



ORDINANCE NO. 4702

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

{Rezoning of Hamblen County Tennessee Tax Parcel ID # 033M H 01100 000 from Office and Medical Professional (OMP) to Medium Density Residential (R-2), the general location being shown on the attached exhibit A.}

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

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

Beginning at an iron pin in the southern edge of West 5th North Street; thence along said street, North 61 deg. 47 min. East 92.00 feet to an iron pin, corner to property of Eula Harrell; thence along Harrell line (also line of Buford Haun), South 21 deg. 19 min. East 272.00 feet to a steel post; thence South 61 deg. 40 min. West 92.00 feet to an iron pin, corner to Robert Brockwell; thence along Brockwell line North 21 deg. 17 min. East (also along line of Tract I herein and line of Ethel Havelly), 272 feet to the point of BEGINNING, containing 0.51 acre, more or less;

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from OMP (Office and Professional Medical) to R-2 (Medium Density Residential);

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

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

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

Passed on first reading the 15th day of March, 2022.

Mayor

ATTEST:

City Administrator

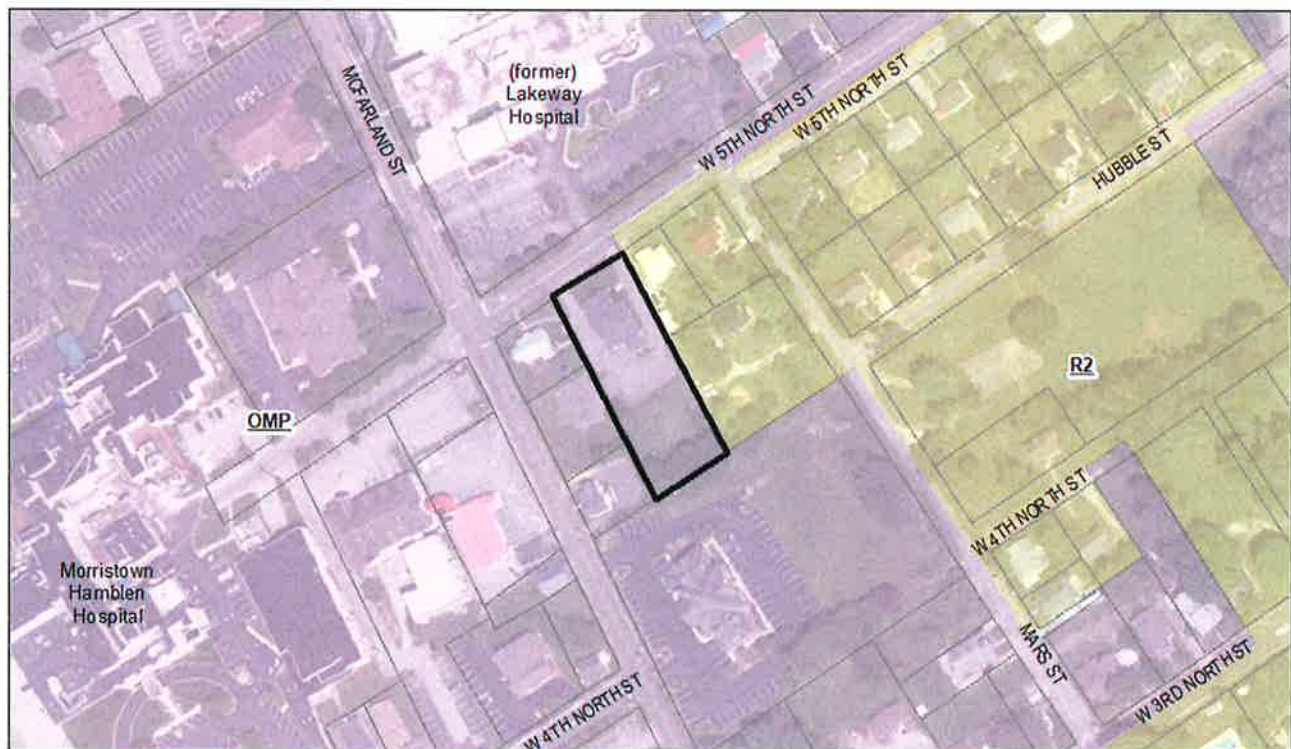
Passed on second and final reading the 5th day of April, 2022.

Mayor

ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Lori Matthews
DATE: March 15th, 2022
REQUEST: Rezoning Request

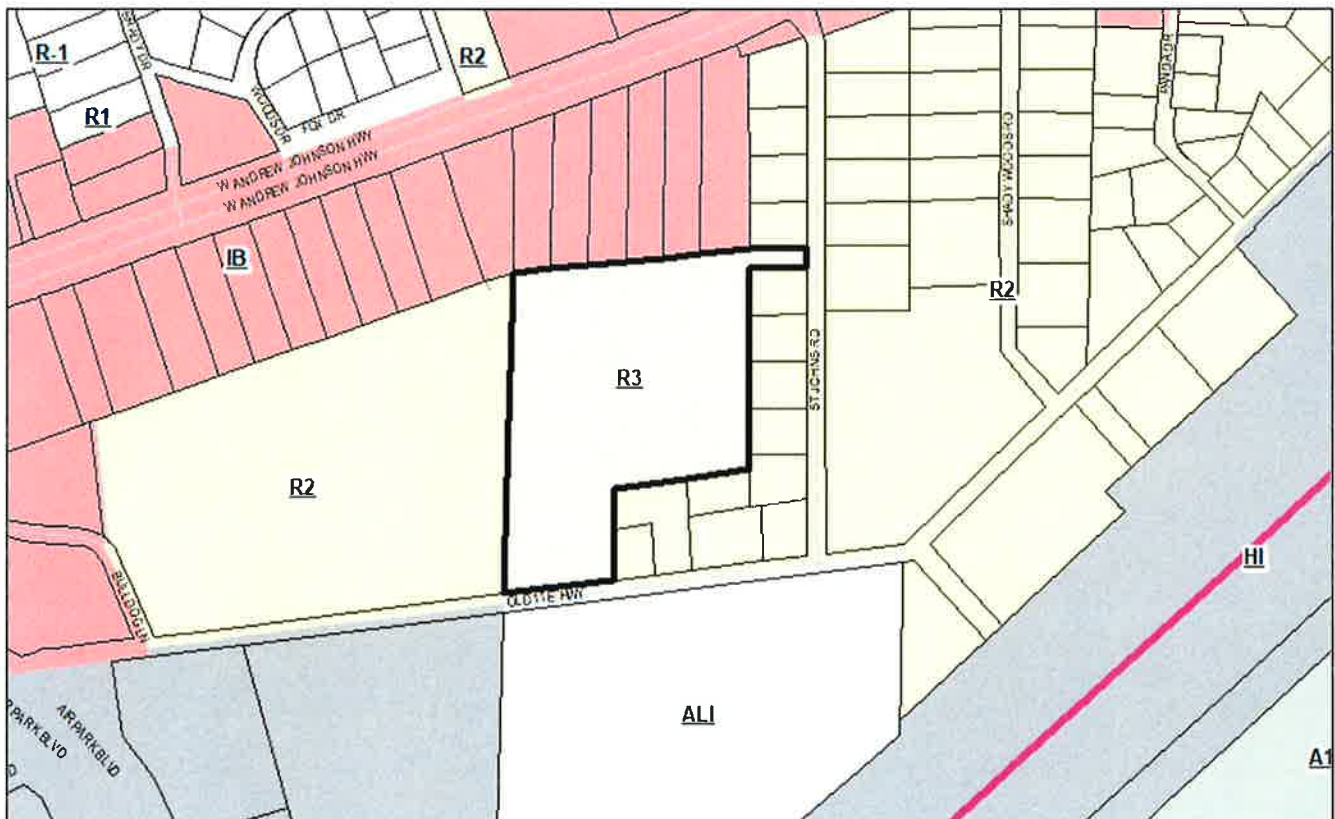
Applicants Derek Wolfe and Nick Lakins seek to change the current zoning designation of their property from that of R-3 (High Density Residential) to RP-1 (Planned Residential).

The property, being 10 acres in size, is located across from the Morristown Regional Airport on the north side of Old 11E Highway, next to Alpha Elementary School. In early 2019, these same applicants had the property rezoned from R-2 (Medium Density Residential) to its current designation of R-3 (High Density Residential). Plans at that time showed 92 units with mostly tri-plex buildings, and 184 parking spaces.

Since that time, the site design has changed somewhat, as have the City's residential district regulations. The site design now shows a total of 96 townhomes with two access points, one at Old 11E Highway and one at St. Johns Road. As there is an increase in the number of units, the plan must still meet all zoning regulations, which have since changed. The City's RP-1 (Planned Residential) District allows construction of zero lot line development, while the City's R-3 District requires 50 foot minimum lot widths. The proposed project will include underground utilities (Morristown Utilities for sanitary sewer and Alpha Talbott for water service) with 2 acres of open space.

RECOMMENDATION:

The Planning Commission at their regular meeting of March 8th voted unanimously to forward the rezoning request on to City Council for approval.



ORDINANCE NO. 4703
ENTITLED AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF
MORRISTOWN, TENNESSEE, APPENDIX B.

{Rezoning of that property as described on a survey entitled West Park Commons, and recorded in Deedbook LPLAT, Page 20 in Hamblen County, the general location being shown on the attached exhibit A.}

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

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

Being that property described on a survey recorded in Deedbook LPLAT, Page 20, at the Hamblen County Courthouse;

SECTION II. BE IT RESOLVED by the City Council of the City of Morristown that Ordinance No. 2092 be and the same hereby is amended so as to provide that the following described real estate be rezoned from R-3 (High Density Residential) to RP-1 (Planned Residential);

SECTION III. BE IT FURTHER ORDAINED that all maps, records and necessary minute entries be changed so as to effect the amendment as herein provided, to the extent that the area herein above described shall be permitted to be used for Planned Residential uses only;

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

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

Passed on first reading the 15th day of March, 2022.

Mayor

ATTEST:

City Administrator

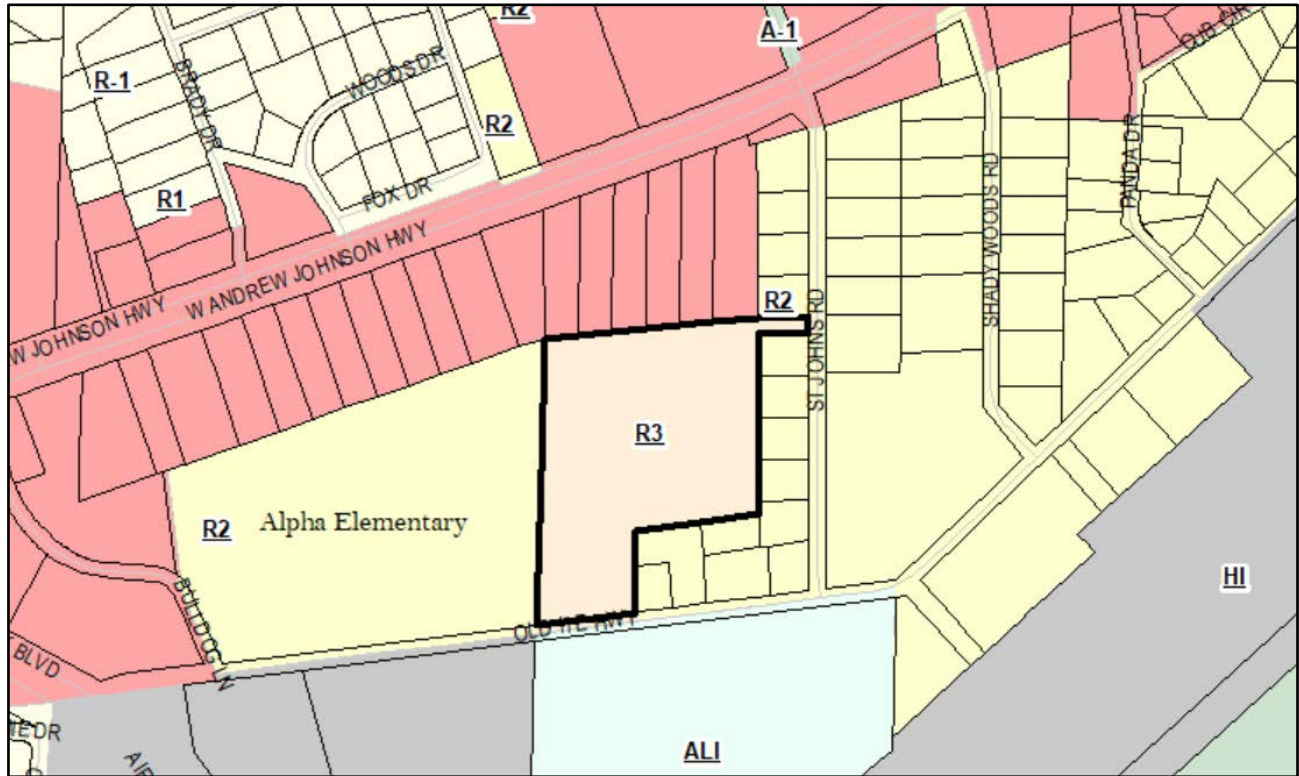
Passed on second and final reading the 5th day of April, 2022.

Mayor

ATTEST:

City Administrator

Exhibit A:



The City of Morristown

Community Development & Planning



TO: Morristown City Council
FROM: Lori Matthews
DATE: March 15th, 2022
REQUEST: Annexation Request

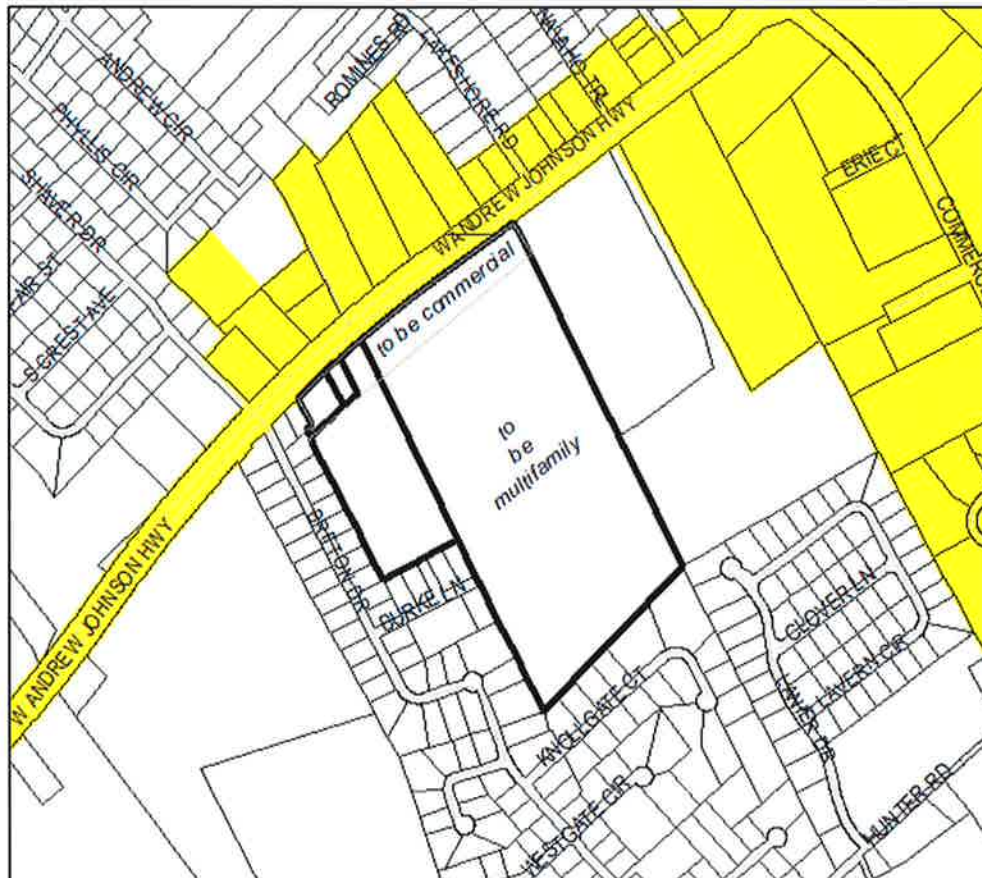
A request from property owner James Gulley has been submitted, asking for the annexation of roughly 55 acres of his property located off of West Andrew Johnson Highway, just east of Britton Acres Subdivision. As part of the annexation request, the applicant has asked that, if approved, a portion of the property be zoned Intermediate Business (IB) with the remainder to be zoned R-3 or High Density Residential.

Comprised of (4) four parcels, the subject site is largely vacant, appearing to have been used over time for pasture lands or farming. The largest parcel, 44 acres in size, contains a house and barn. The second largest parcel, at 9 acres in size, currently contains multiple buildings. Also included in the annexation request are two smaller parcels which front West Andrew Johnson Highway.

The applicant wishes to develop the first 300 feet of frontage along West Andrew Johnson Highway south, as commercial, with the remainder to be developed into a apartments. Sanitary sewer and electrical services to be provided by Morristown Utilities, with water services to be provided by Alpha Talbott.

RECOMMENDATION:

As the proposed annexation area is within the City's Urban Growth Boundary area, and, contiguous to current City limits, the Planning Commission voted unanimously to forward the annexation request on to City Council for approval.



ORDINANCE NO. 4704

ENTITLED AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MORRISTOWN TENNESSEE

Annexation of the following Hamblen County tax parcels: 054C A 001.0, 054C A 001.02, 054C A 001.00 and 054 022.00, as highlighted on Exhibit A;

Section 1. WHERE AS, it now appears that the prosperity of the City and of the territory herein described shall be materially retarded and the safety and welfare of inhabitants and property owners thereof endangered if such territory is not annexed; and

Section II. WHERE AS, the annexation of such territory is deemed necessary for the welfare of the residents and property owners thereof and the City as a whole;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN;

(1) PURSUANT to authority conferred by Section 6-15:102 of the Tennessee Code Annotated, there is hereby annexed to the City of Morristown Tennessee and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries:

Being those Hamblen County tax parcels currently assigned parcel id's, 054C A 001.0, 054C A 001.02, 054C A 001.00 and 054 022.00, all four tax parcels being east of Brittain Drive and fronting West Andrew Johnson Highway, as shown on Exhibit A;

(2) Intermediate Business (IB) zoning shall be applied to all parcels from their northern property line along West Andrew Johnson Highway southward 300 feet; the remaining portion shall be zoned High Density Residential District (R3) upon adoption of the annexation area.

(3) This Ordinance shall become operative thirty days after its passage or as otherwise provided for in Chapter 113, Public Acts of Tennessee, 1955.

(4) This Ordinance shall become effective from and after its passage, the public welfare requiring it.

Passed on first reading the 15th day of March, 2022.

Mayor

ATTEST:

City Administrator

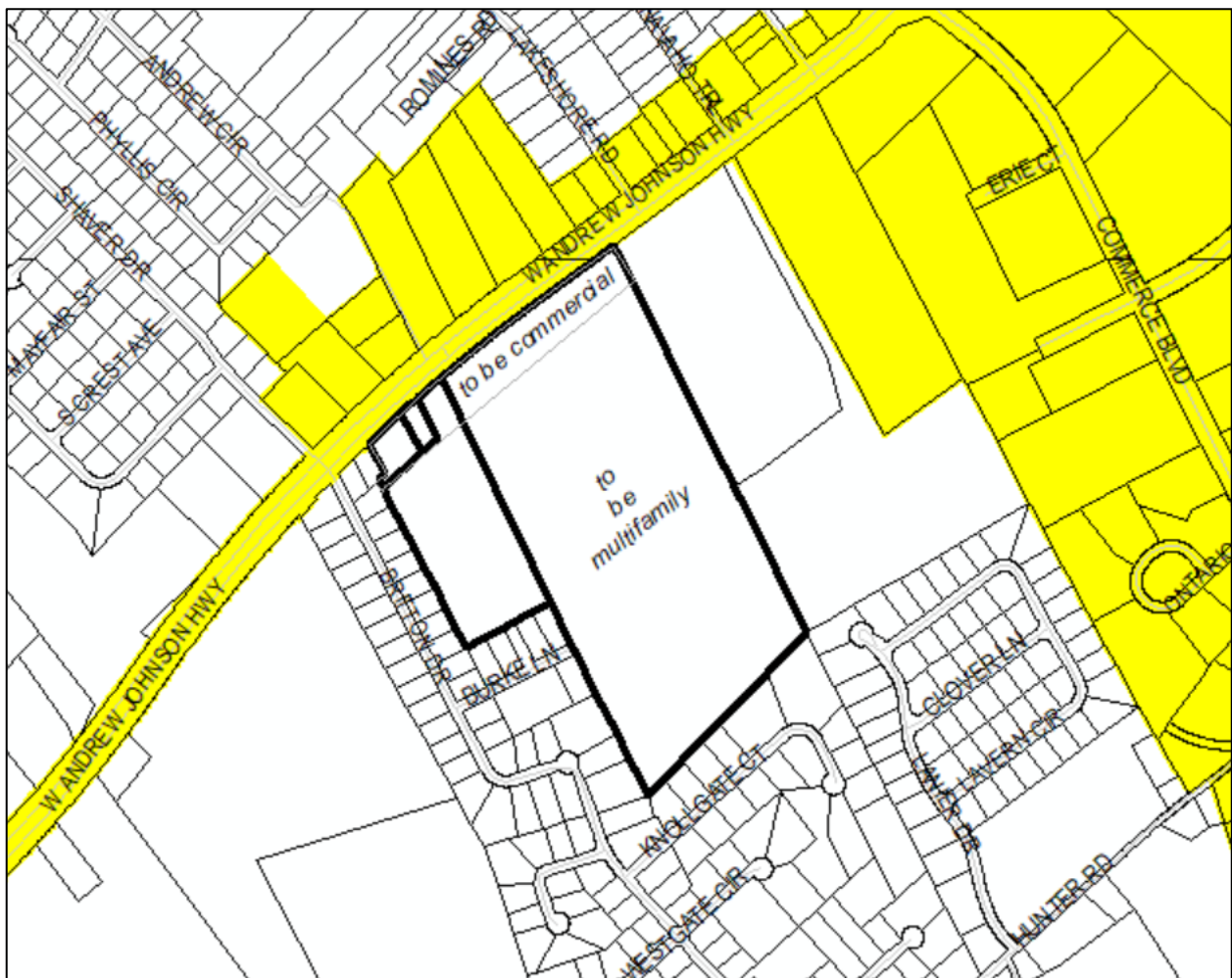
Passed on second and final reading the 5th day of April, 2022.

Mayor

ATTEST:

City Administrator

Exhibit A -



PLAN OF SERVICES

RESOLUTION NO. 2022-11

RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF THE FOLLOWING HAMBLÉN COUNTY TAX PARCELS LOCATED ALONG WEST ANDREW JOHNSON HIGHWAY: PARCEL # 054C A 001.01, PARCEL # 054C A 001.02, PARCEL # 054C A 001.00 AND PARCEL # 054 022.00.

WHEREAS, TENNESSEE CODE ANNOTATED, TITLE 6, CHAPTER 51, AS AMENDED REQUIRES THAT A PLAN OF SERVICES BE ADOPTED BY THE GOVERNING BODY.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND COUNCIL OF THE CITY OF MORRISTOWN, TENNESSEE:

Property identified as Hamblen County Parcel ID's #054C A 001.01, #054C A 001. #054C A 001.00 AND #054 022.00, all of which front West Andrew Johnson Highway and are located between Britton Drive and Lakeshore Road, the general location being shown on the attached exhibit A;

Section I. Pursuant to the provisions of Title 6, Chapter 51, Tennessee Code Annotated, there is hereby adopted, for the area bounded as described above, the following plan of services.

Police Protection

Patrolling, radio responses to calls, and other routine police services using present personnel and equipment will be provided upon the effective date of annexation.

Fire Protection

Fire protection by the present personnel and the equipment of the fire fighting force, within the limitations of available water and distances from fire stations, will be provided upon the effective date of annexation. Water for fire protection to serve the substantially developed annexed area(s) will be provided in accordance with current policies of Morristown Utilities Commission unless authorized by franchise agreement with another utility district which has made service available with capabilities to meet City of Morristown Fire Protection Standards. Any extension of water system infrastructure beyond that of the Morristown Utility Commission policies shall be at the expense of the property owner or developer.

Water Service

Morristown Utilities will extend service to properties within its jurisdiction in accordance with the regulations and extension policies of Morristown Utilities Commission.

Sanitary Sewer Service

Morristown Utilities will extend service to properties within its jurisdiction in accordance with the regulations and extension policies of Morristown Utilities Commission.

Electrical Service

Electrical service for domestic, commercial and industrial use will be provided at city rates for new lines as extended in accordance with current policies of Morristown Utility Commission. In those parts of the annexed area presently served by another utility cooperative, the above conditions or terms will begin with the acquisition by the city of such cooperatives or parts thereof, which may be delayed by negotiations and/or litigation.

Refuse Collection

The same regular refuse collection service now provided within the City will be extended to the annexed area sixty days following the effective date of annexation.

Streets

Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under current policies of the city. Traffic signals, traffic signs, street markings and other traffic control devices will be installed as the need therefore is established by appropriate study and traffic standards. Street name signs where needed will be installed as new street construction requires.

Inspection Services

Any inspection services now provided by the City (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin upon the effective date of annexation.

Planning and Zoning

The planning and zoning jurisdiction of the city will apply to the annexed area in conjunction with the effective date of annexation.

Street Lighting

Street lights will be installed in accordance to City policies.

Recreation

Residents of the annexed area may use all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the present city will be followed in expanding the recreational program and facilities in the enlarged city.

Miscellaneous

Fibernet will be installed per the current Morristown Utility System policy.

Section II. This Resolution shall become effective from and after its adoption.

Passed on this 5th day of April, 2022.

Mayor

ATTEST:

City Administrator

INTERLOCAL COOPERATION AGREEMENT FOR PINE BROOKE RADIO SIGNAL SITE

This Interlocal Cooperation Agreement (“Agreement”) is entered into this ____ day of _____ 2022, by and between **THE CITY OF MORRISTOWN, TENNESSEE** (“City”); **HAMBLEN COUNTY, TENNESSEE** (“County”), and **WALTERS STATE COMMUNITY COLLEGE** (“WSCC”).

WITNESSETH

Whereas, *Tennessee Code Annotated* §12-9-104 authorizes public agencies to exercise and enjoy jointly with other public agencies of the State, any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State; and

Whereas, the City and County have entered into an agreement with the Tennessee Advanced Communications Network (“TACN”) and will be participating in this network in order to provide better emergency communications throughout the City and County; and

Whereas, the City and County are required to construct radio signal enhancements in order to participate in this network; and

Whereas, the City and County have selected a site for these improvements, said site is owned by the City and will be designated the “Pine Brooke Radio Signal Site”; and

Whereas, the City and County agree to share in the costs of the improvements to the site, specifically with the City bearing sixty percent (60%) of the costs and the County bearing forty percent (40%) of the costs, which is based upon a calls for service formula; and

Whereas, the parties agree to include and involve WSCC in the operations at the site; and

Whereas, to achieve this plan and complete the buildout, the City, County and WSCC hereby enter into this Interlocal Cooperation Agreement for the purpose of sharing in the costs of the buildout of necessary improvements at the Pine Brooke Radio Signal Site and in order to gain access to and participate in the operations at the site.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. As part of its’ participation in the TACN, the City and County shall be responsible for the buildout of certain required improvements. The costs of these

improvements shall be allocated based upon a calls for service formula, which results in the City being responsible for sixty percent (60%) of the costs and the County being responsible for forty percent (40%) of the costs.

2. The City does own the property on which the improvements are to be built, hereinafter referred to as the Pine Brooke Radio Signal Site, and shall continue to own the property.
3. Upon completion of the improvements, all three parties to this Agreement shall have access to the site in order to conduct daily public safety radio communication operations.
4. All three parties shall designate a specific contact person for issues related to this Agreement and shall provide that person's name and telephone number to the other parties upon approval of this Agreement. If there is a change in contact person, that change shall be immediately reported to the other parties.
5. The term of this Agreement shall commence upon the adoption and approval by the governing bodies for each party and shall continue until the completion of the buildout. After the buildout is complete, the parties shall continue to enjoy access to the site.
6. This Agreement shall be binding upon the undersigned, their successors and assigns unless modified by an agreement in writing executed by the parties hereto.

Witness the day and year first above written.

City of Morristown, Tennessee Hamblen County, Tennessee

By:_____ By:_____

Adopted: _____ Adopted: _____

Walters State Community College

By:_____

Adopted:_____

SPONSORSHIP AGREEMENT

1. This establishes that Covenant Health (hereinafter referred to as "Sponsor") enters into agreement with the City of Morristown dba Morristown Landing (hereinafter referred to as "Facility") for the services set forth in this Sponsorship Agreement (hereinafter referred to as "Agreement").
2. **Preapproval:** In the event that Sponsor requests services which exceed or fall outside the scope of services identified below, such services will be estimated for pre-approval prior to Facility beginning any work that could result in an additional cost for Sponsor.
3. **Miscellaneous:** This Agreement is the complete and exclusive statement of the entire agreement of the parties and supersedes all prior discussions and representations, whether written or oral. This Agreement may only be modified by a further written agreement signed by both parties.
4. **Relationship of Parties:** Each party shall be an independent business owner and shall have control over their respective business operations, subject to the terms and conditions set forth in this Agreement. Nothing contained in this Agreement shall create a franchise, partnership, agency, joint venture, employment, or any other similar relationship between Sponsor and Facility.
5. **Non-Disclosure and Non-Competition:** It is understood and agreed that during the course of the relationship, Facility and Sponsor may share certain business models, intellectual property, business strategies, or other proprietary information (hereinafter referred to as "Confidential Information"). Facility and Sponsor each have various business models and strategies, operational systems, management systems, program curriculum, marketing systems, and other programs/models that are classified as Confidential Information. Facility, Facility's representatives, Sponsor, and Sponsor's representatives agree to hold each party's Confidential Information in confidence and not disclose such Confidential Information or use such Confidential Information in competition with the other party hereto without the expressed written consent of the other party hereto, unless said information is required to be disclosed under the Tennessee Open Records Act. In the event an open records request is submitted to Facility, Facility shall immediately notify Sponsor.
6. **Assignment:** Neither this Agreement nor any right hereunder may be assigned by Sponsor, in whole or in part, without the expressed prior written consent of Facility.
7. **Construction:** The parties hereto acknowledge and agree that: (i) each party has participated in the drafting of this Agreement; (ii) each party has had the opportunity to have this document reviewed by their respective legal counsel; (iii) the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applied to the interpretation of this Agreement; and (iv) no inference in favor of, or against, any party shall be drawn from the fact that one party has drafted any portion hereof.
8. **Binding Nature of Agreement:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and permitted assignments of the respective parties hereto.
9. **Notices:** Unless otherwise specifically stated herein, all notices, payments, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to

Date: _____

have been duly given, made, and received when delivered against receipt or seventy-two (72) hours after being sent by registered or certified mail, postage prepaid, addressed as set forth below:

To Facility: Morristown Landing
 Attention: General Manager
 4355 Durham Landing
 Morristown, TN 37813

To Sponsor: Morristown Hamblen Healthcare System
 Attention: Gordon Lintz
 908 West 4th North Street
 Morristown, TN 37814

10. **Entire Agreement:** This Agreement (together with any exhibits or schedules to this Agreement) contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings, expressed or implied, written or oral, between the parties hereto with respect to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument signed by the parties hereto.
11. **Provisions Severable:** The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that, for any reason, any other or others of them may be invalid or unenforceable in whole or in part. Furthermore, if a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable as written, the court may interpret, construe, rewrite, or revise such provision to the fullest extent allowed by law, so as to make it valid and enforceable, consistent with the intent of the parties hereto.
12. **Headings:** The headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation of this Agreement.
13. **Counterparts:** This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, bears the signatures of all of the parties reflected hereon as the signatories. Any photocopy of this Agreement, with all signatures reproduced on one or more sets of signature pages, shall be considered for all purposes as if it were an executed counterpart of this Agreement.
14. **Signage & Promotions:** Facility and Sponsor must approve all advertising prior to placement within the Facility. Sponsor will provide all signage, artwork designs, and media to Facility. Facility will install and maintain all agreed upon signage and media placement. Facility reserves the right to change the placement of any signage or media if needed, at Facility's own expense. Reasonable notice will be provided to Sponsor prior to any placement change. Sponsor is responsible for cost of any sign or banner replacement due to any circumstances that are beyond Facility's control.
15. **Term:** The term of this Agreement shall commence on December 1, 2022 and shall expire on November 30, 2032 (the "Term"). Unless sooner terminated pursuant to the provisions of this Agreement or if either party gives the other at least ninety (90) days' written notice of its intention not to renew prior to the expiration of any Term or Renewal Term, this Agreement shall automatically renew for three (3) additional

Date: _____

five (5) year terms, (each a "Renewal Term") subject to increased annual sponsorship compensation payments to Facility as determined in the sole and absolute discretion of Facility, but which in no case will exceed \$45,000.00 annually.

16. Termination Under Certain Circumstances: Notwithstanding anything to the contrary herein:

- a. If Facility breaches or violates any of the provisions of this Agreement, and such breach or violation continues for a period of thirty (30) days after Sponsor shall have given Facility written notice specifying the nature of the breach or violation in reasonable detail, Sponsor may, if Facility has not cured such breach or violation at its option upon notice to Facility, terminate Facility's engagement effective on the date of that notice. Notice must be provided to Facility per numerical paragraph 9 herein.

In the event that Sponsor shall terminate this Agreement, Sponsor shall be responsible for any outstanding sums due and owing to Facility under this Agreement as of the termination date. These outstanding sums shall be paid within forty-five (45) days of the date of notice of termination to Facility.

- b. If Sponsor's breaches or violates any of the provisions of this agreement, and such breach or violation continues for a period of thirty (30) days after Facility shall have given Sponsor written notice specifying the nature of the breach or violation in reasonable detail, Facility may, if Sponsor has not cured such breach or violation at its option upon notice to Sponsor, terminate Sponsor's engagement effective on the date of that notice. Notice must be provided to the Sponsor per numerical paragraph 9 herein

17. Compensation: In exchange for performance described in Exhibit A, Sponsor shall pay Facility compensation per the following terms.

Compensation to be paid by Sponsor to Facility	
Total Package	\$350,000
Payments	To be paid in annual payments of \$35,000 for ten years on or before December 1, 2022 and on December 1 of each year thereafter for the remainder of the term.

Note: A 3% credit card processing fee will be charged for any payment made by credit card.

Signature Page to Follow

Signatures indicating agreement with the terms outlined above:

**SPONSOR
MHHS**

BY _____	_____	_____
Sponsor Representative	Title	Date

**FACILITY
Morristown Landing**

BY _____	_____	_____
As agent for Facility	Title	Date

Primary Sponsor Contact:

Gordon Lintz
908 West 4th North Street
Morristown, TN 37922
glintz@covhlth.com
(423) 492-5009

Exhibit A: Sponsorship Agreement Scope of Services

Sponsor and Facility agree to the following services and sponsorship elements per the terms set forth in the attached Agreement.

- Sponsor will receive half-price memberships to access Facility's fitness and aquatic amenities for up to two hundred (200) of its employees.
- Sponsor will receive use of one (1) event or meeting space at the Facility per quarter, including the corporate boardroom.
- Facility will promote Sponsor in Facility's monthly e-newsletter health tips section.
- Facility will place "Covenant Wellness Tips" branded signage (six sign locations) throughout Facility's fitness and aquatic areas, with the goal of building Sponsor as the Facility's resource for wellness education. Facility will be solely responsible for the costs of designing and producing such signage.
- Sponsor will be Facility's exclusive health and wellness partner such that Facility will not enter into sponsorship partnerships with any other hospital or similar healthcare services organization during the Term of this Agreement. This excludes, however, any relationship the Facility may have that the Sponsor is unable to provide.
- During the Term of this Agreement, Sponsor will be the Facility's exclusive partner in an anti-obesity campaign in the greater Morristown area. Sponsor will strategize with Facility to implement campaign promotions and publicity through Facility amenities.
- Covenant Sports Medicine will be Facility's exclusive partner for branded performance training and injury prevention programming and consulting services.
- Covenant Health to provide 3 AED devices to be stationed throughout the facility.

Signatures indicating agreement with the sponsorship elements and services outlined above:

Sponsor Representative

Title

Date

Facility Representative

Title

Date

LEASE AGREEMENT

This Lease Agreement (“**Lease**”) is made effective _____, 2022 between THE CITY OF MORRISTOWN, a Tennessee municipality (“**Landlord**”), and Covenant Health, (“**Tenant**”), who hereby agree as follows:

§1. LEASE OF PREMISES

On the terms and subject to the conditions described in this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, approximately Three Thousand Two Hundred Eighty-Four (3,284) rentable square feet of professional office space in the Morristown Landing building located at 4355 Durham Landing in Morristown, Tennessee (“**Building**”) as is more particularly depicted and identified in the highlighted portion of the floor plan attached hereto as Exhibit “A” (the office Space is hereinafter referred to as the “**Leased Premises**”). Wherever used in this Lease, the term “Leased Premises” shall include the use of and access to agreed upon common or public areas and facilities, corridors, lobbies, elevators, restrooms, stairways, sidewalks, driveways, parking areas and any and all other structures or facilities operated or maintained in connection with or for the benefit of the Building or adjoining or proximate to the Building (collectively, “**Common Areas**”). The Building, the land on which the Building is situated, and all improvements located thereon, including, without limitation, all parking areas are sometimes hereinafter collectively referred to as the “**Real Property**”.

§2. TERM; RENEWAL TERM

(a) Term. The term of this Lease shall begin on the Commencement Date (as hereinafter defined) and shall continue for a period of ten (10) years thereafter (the “**Term**”). As used in this Lease, the term “**Commencement Date**” shall mean the date upon which (i) the Tenant Improvements (as defined in Section 9 below) are Substantially Completed (as defined in Section 9 below), and (iii) Landlord has delivered to Tenant possession of the Leased Premises ready for Tenant’s occupancy, including, without limitation, a valid certificate of occupancy that allows Tenant’s Permitted Use (as defined in Section 8 below) of the Leased Premises. Not later than thirty (30) days after the Commencement Date, or another date mutually agreed upon, Landlord and Tenant shall enter into a “**Confirmation of Commencement Date**” in substantially the form attached hereto as Exhibit “B” which will confirm the Commencement Date of this Lease. Further, whenever used in this Lease, the terms “**lease year**” and “**Lease Year**” shall mean a period of twelve (12) consecutive full calendar months, with the first such lease year commencing on the Commencement Date and continuing for the next full twelve (12) calendar month period.

(b) Renewal Terms. Tenant may, at its sole discretion, extend the Term for up to three (3) additional five (5) year lease periods beginning on the day immediately following the last day of the then current Term and ending five (5) lease years thereafter (each a “**Renewal Term**”, collectively, the “**Renewal Terms**”). The Renewal Terms

shall be under the same terms and conditions as are contained in this Lease, except for Rent which shall be increased annually beginning in year eleven (11) at a rate of three percent (3%) or the rate of inflation according to the Consumer Price Index in the preceding year, whichever is less. Tenant shall exercise its options to extend the Term (“**Renewal Options**”) by delivering written notice to Landlord at least one hundred and eighty (180) days prior to the expiration of then current Term of this Lease. If Tenant exercises a Renewal Option, then the Term of this Lease (or words of similar import) shall include the period of time defined herein as the Renewal Term.

§3. RENT

(a) Rent. During the Term, Tenant shall pay to Landlord gross rent (the “**Rent**”), based upon the total rentable square footage (“**RSF**”) of the Leased Premises, in the following amounts:

<u>Lease Year</u>	<u>Annual Rental Rate Per Rentable Square Foot</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
Year 1	\$20.00	\$5,473.33	\$65,680.00
Year 2	\$20.00	\$5,473.33	\$65,680.00
Year 3	\$20.00	\$5,473.33	\$65,680.00
Year 4	\$20.00	\$5,473.33	\$65,680.00
Year 5	\$20.00	\$5,473.33	\$65,680.00
Year 6	\$20.40	\$5,582.80	\$66,993.60
Year 7	\$20.81	\$5,695.00	\$68,340.04
Year 8	\$21.22	\$5,807.21	\$69,686.48
Year 9	\$21.65	\$5,924.88	\$71,098.60
Year 10	\$22.08	\$6,042.56	\$72,510.72

All payments of Rent due under this Lease shall (i) be due and payable in monthly installments, with the first such installment being due on or before the thirtieth (30th) day after the Commencement Date and each of the remaining installments being due in advance on or before the first day of each calendar month thereafter, and (ii) shall be made by normal business methods to Landlord, Morristown, Tennessee 37814, or at such other address as Landlord may designate to Tenant from time to time. If the Commencement Date is not the first day of a calendar month, then the Rent for the first month of the Term and for the last month of the Term shall be prorated on a daily basis.

§4. ZONING

Landlord hereby represents and warrants that the Leased Premises are properly zoned for Tenant’s Permitted Use (as defined in Section 8 below), all necessary governmental consents, permits, approvals for such use have been obtained (other than

consents, permits and approvals which are condition upon the completion of the Building Improvement [as defined in Section 9 below] and Tenant Improvements [as defined in Section 9 below]), and no zoning or similar ordinance otherwise conflicts with or is inconsistent with Tenant's Permitted Use or the terms of this Lease. If at any time during the Term, any zoning or similar ordinance prohibits or restricts Tenant's Permitted Use, Tenant shall have the right to terminate this Lease without further liability or obligation.

§5. REAL ESTATE TAXES

Landlord shall, at Landlord's cost and expense, pay and discharge all real estate taxes and assessments charged, assessed or imposed upon the Real Property and any part thereof including without limitation, the Leased Premises ("**Taxes**"). Tenant shall have no obligation or responsibility to pay for any Taxes, it being acknowledged that Tenant's share of Taxes is included in the Rent.

§6. INSURANCE

Landlord Requirements. At all times during the Term, Landlord shall, at Landlord's sole cost and expense, maintain Building and Property insurance insuring the full insurable replacement value of the Building including other improvements to the Real Property, and all of Landlord's furnishings and equipment located in the Building; (ii) commercial general liability insurance written on an occurrence basis, including bodily injury, broad form property damage and blanket contractual liability insuring Landlord's liability for loss of or damage to, property and injury to or death of third parties arising from Landlord's ownership, management, use or operation of the Common Areas and the Building with a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence, (iv) during the construction of the Tenant Improvements, builder's risk insurance, (v) Workers' Compensation for Landlord's employees in form and amounts required by Tennessee law; and (v) automobile liability insurance covering vehicles owned or hired by Landlord with limits not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) in the annual aggregate. Each such insurance policy shall be issued by a reputable insurance company of recognized financial responsibility licensed to sell such insurance in the State of Tennessee.

(b) Tenant Requirements. Tenant shall maintain at all times during Tenant's occupancy of the Leased Premises a policy of commercial general liability insurance, maintain a self-retention fund, or maintain a combination of the two, insuring Tenant's liability for loss of or damage to, property and injury to or death of third parties arising from Tenant's occupancy of the Leased Premises with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, Landlord shall be named as an additional insured on the commercial general liability policy.

(c) Waiver of Claims and Subrogation. Notwithstanding anything in this Lease to the contrary, Landlord and Tenant intend that their respective insurers be solely relied upon for making them whole with regard to their respective real and personal property

losses required to be insured herein, if any. Accordingly, Landlord and Tenant hereby waive and release all rights, claims, demands, and causes of action that either party (an “**Injured Party**”) may have against the other party and/or the other party’s shareholders, trustees, partners, members, officers, directors and/or employees on account of any loss or damage to real or personal property suffered by the Insured Party covered, or required to be covered by the Injured Party, regardless of cause. Because Landlord and Tenant waive and release all rights, claims, demands, and causes of action that either party may have against the other party on account of any loss or damage to real or personal property, the assignment of any such claim by way of subrogation (or otherwise) to an insurance company (or any other person) is precluded, and each party therefore agrees to give its respective insurance company or companies written notice of the terms of such mutual waivers and to have their respective insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance coverages by reason of such waivers.

§7. **QUIET ENJOYMENT**

Provided that Tenant observes and performs the covenants and agreements under this Lease, Tenant shall, at all times during the Term, peacefully and quietly have and enjoy possession of the Leased Premises without encumbrance or hindrance from Landlord. If at any time during the Lease Term this covenant of quiet enjoyment is breached, and Landlord has not cured such breach within thirty (30) days after receiving notice from Tenant identifying with specificity the breach that has occurred, then Tenant shall have the right to terminate this Lease without prejudice to any other right or remedy it may have at law or equity or under this Lease.

§8. **USE OF LEASED PREMISES**

Tenant shall have the right to use the Leased Premises for: healthcare patient and rehabilitation services, healthcare consultation, counseling and education, other healthcare related services, and other uses that are incidental to any of the foregoing (collectively the “**Permitted Use**”), and shall not permit the Leased Premises to be used for any use other purpose other than the Permitted Use without the prior written consent of Landlord. Tenant shall not use the Leased Premises in violation of any law, regulation, order, or requirement of the federal, state, or local governments, courts, or other lawful authorities having jurisdiction over the Leased Premises (collectively, the “**Laws**”), that may apply to or affect the Leased Premises or any business conducted by Tenant on the Leased Premises. Tenant shall obtain, maintain, and comply with all permits, licenses, and other authorizations required for Tenant’s Permitted Use.

§9. **CONSTRUCTION OF BUILDING AND TENANT IMPROVEMENTS**

(a) Construction of Tenant Improvements. Prior to delivery of possession of the Leased Premises to Tenant, Tenant shall, at its cost and expense (a) construct, improve and complete all improvements to the Leased Premises generally

described on Exhibit “C” (the “**Tenant Improvements**”), all in accordance with the final Tenant Plans (as hereinafter defined) approved by Landlord. Tenant shall cause the construction of the Tenant Improvements to be constructed in accordance with the Plans and all applicable provisions of all laws, statutes, ordinances, building codes, regulations and other requirements of any applicable governmental or quasi-governmental authority having jurisdiction over the construction of the Building and Tenant Improvements, including without limitation the provisions of Title III, Americans with Disabilities Act of 1990 (the “**ADA**”). Any failure by Tenant to comply with the foregoing shall be the responsibility of Tenant, and Landlord shall have no liability, financial or otherwise, relating to such compliance, and Tenant shall indemnify and hold Landlord harmless from and against any and all claims, liabilities, fines, penalties, costs and expenses arising from any failure of Landlord to comply with the foregoing provisions.

(b) Approval of Plans. Within sixty (60) days of the mutual execution of this Lease, Tenant shall submit to Landlord detailed plans and specifications and mechanical, electrical and structural work drawings for the Tenant Improvements (hereinafter referred to collectively as the “**Plans**”). Landlord shall have a period of fifteen (15) business days within which to either approve such Plans or make comments or changes thereon. If Landlord does not respond to Tenant’s submission of Plans within such fifteen (15) business day period, Landlord shall be deemed to have approved the same. If Landlord responds by making comments to the proposed Plans, Tenant shall revise the Plans in accordance with Landlord’s comments and resubmit them to Landlord for approval, and Landlord shall have ten (10) business days to approve such revised Plans following receipt from Tenant of the revised Plans. This process shall continue until such a time as the Plans are approved by Landlord and Tenant. During the preparation of the Plans, Landlord and Tenant shall at all times work together in good faith to cause the Plans to be promptly prepared, reviewed and approved as each recognizes that approval of the Plans is of the essence as it relates to completion of construction of the Tenant Improvements. Notwithstanding the foregoing, if at any time the parties cannot reasonably agree upon the Plans or any comments or changes to the Plans, and the process cannot proceed due to such non-agreement, either party shall have the right to terminate this Lease by providing the other party with written notification of its election to terminate this Lease within fourteen (14) days after non-agreement of changes from the other party.

(c) Landlord’s Representative. Landlord may, but shall not be required to, appoint a Landlord’s representative who shall have the right, but not the duty, to inspect the construction of the base building site and shell and performance of Tenant Improvements, and to notify Tenant in writing if said performance does not conform to the approved plans and specifications.

(d) Substantial Completion. For purposes of this Lease, the Leased Premises shall be deemed to be “**Substantially Completed**” upon the occurrence of all of the following: (i) completion of the construction of all elements of the Tenant Improvements and Punch List Items (as hereinafter defined); (ii) a statement signed by a duly authorized representative of Tenant certifying as to the total amount of the costs of the Tenant Improvements together with itemized bills for the labor and materials constituting the Tenant Improvements (such bills shall be marked “paid” or shall be accompanied by other evidence that they have been paid in full, including applicable lien waivers); (iii) the

issuance of a permanent certificate of occupancy by the appropriate authority; provided, however, in the event a permanent certificate of occupancy is not available at the time of Landlord's completion of all of the other Landlord requirements set forth herein, the issuance of a temporary (or conditional) certificate of occupancy shall satisfy this requirement. "**Landlord Delay**" shall mean any delay in the performance of Tenant Improvements which occurs as a result of (a) any request by Landlord that Tenant perform any work in addition to the Tenant Improvements which might reasonably cause a delay in Tenant's construction schedule, (b) any change by Landlord to the Plans after final approval thereof which will reasonably impact Tenant's construction schedule, or (c) any action by Landlord which impairs or delays performance of any work by Tenant. Upon the occurrence of any event that is deemed by Tenant to constitute a Landlord Delay, Tenant shall promptly deliver written notice to Landlord thereof, together with Tenant's reasonable estimate of the expected delay. At least ten (10) days prior to Tenant's completion of the construction of all elements of the Tenant Improvements other than items customarily described in the construction industry as "punchlist items", Tenant and Landlord shall jointly conduct a walk-through of the Tenant Improvements and shall jointly prepare a punch list ("**Punch List**") of items needing additional work ("**Punch List Items**").

(e) Warranties. Tenant shall assign to Landlord, and Landlord shall have the benefit of, any and all guarantees or warranties relative to the systems, equipment or workmanship provided to Tenant in conjunction with the Tenant Improvements, if any.

§10. **FORCE MAJEURE**

In the event Landlord or Tenant shall be delayed or hindered or prevented in the performance of any obligations required under this Lease by reason of strike, lockout, inability to procure labor or materials, failure of power, fire, or acts of God, restrictive governmental laws or regulations, riots, insurrection, war, the performance of such obligations shall be excused for a period of such delay and the period for the performance of any such act shall be extended for a period equivalent to the period of any such delay. Notwithstanding the foregoing, this section shall not be applicable with respect to the obligations imposed upon Landlord that can be cured by the payment of money, or on the obligations of Tenant with regard to the payment of Rent and other changes to be paid by Tenant pursuant to this Lease.

§11. **MAINTENANCE AND BUILDING STANDARDS**

(a) Landlord Obligations. At all times during the Term, Landlord, or Landlord's designee, shall at its cost:

- (i) keep, repair, replace and maintain the Real Property (including without limitation, the Building's roof, walls, foundation, floors, windows and/or window frames and structural members; the Common Areas; any mechanical and electrical equipment, the interior and exterior and architectural finish; and all other items (except those specifically excepted elsewhere in this Lease) in

good condition and repair, and shall inspect, service, repair, upgrade, operate, maintain, and conduct customary periodic and routine preventative maintenance of the Real Property in a manner that (A) complies with all laws, regulations, orders, or requirements of the federal, state, or local governments, courts, or other lawful authorities having jurisdiction over the Real Property or any portion thereof; and (B) complies with the terms and conditions set forth in this Lease;

- (ii) make all repairs and replacements that are or should be covered by Landlord's insurance or the insurance required to be carried by Landlord by this Lease (whichever would provide more coverage and regardless of whether the amount of the repair is within the amount of the policy's deductible) and/or which are needed because of Landlord's misuse or primary negligence;
 - (iii) make any repairs or restorations required of Landlord under §9 and/or §13 of this Lease.
- (b) Tenant Obligations. During the Term, Tenant shall, at its cost:
- (i) provide janitorial services to keep the Leased Premises in good, clean and sanitary condition; and
 - (ii) use the Leased Premises with reasonable care and diligence so that the Leased Premises remains in good condition, excepting ordinary wear and tear, damage by fire or other casualty, condemnation, and those conditions that Tenant is not responsible to correct hereunder inducing but not limited to any door repair and plumbing within the Leased Premises.

§12. ALTERATIONS

No alteration, addition, improvement, or other change in or to the Leased Premises (hereinafter an “**Alteration**”) shall be made by Tenant without the prior written consent of Landlord to the specific Alteration, except to usual nonstructural interior remodeling which enhances the value of the Leased Premises.

§13. DAMAGE OR DESTRUCTION TO LEASED PREMISES

(a) Repair of Damage to Leased Premises by Landlord. If the Leased Premises or the Building should be partially or totally damaged or destroyed by fire or other casualty, then, subject to the terms of this section, Landlord shall promptly commence to rebuild or repair such damage or destruction. Landlord shall complete such repairs or restorations within one hundred twenty (120) days after the date of such damage or destruction, or sooner if at all possible. Following any such damage or destruction, Rent due from Tenant shall be abated during the period of the performance of any such repair or

restoration in such proportion that the floor area of the Leased Premises of which Tenant is deprived as a result of such damage or destruction or the repair necessitated thereby bears to the total floor area of the Leased Premises.

(b) Tenant's Option to Terminate. In the event that the Leased Premises shall be totally or substantially damaged or destroyed so that Landlord will be unable to complete such repair or restoration within one hundred twenty (120) days after the date of such damage or destruction, Tenant may terminate the lease as of the date of the casualty upon written notice to Landlord, provided, however, that Tenant shall be entitled to occupy the Leased Premises or any part thereof without liability to Landlord for as long as is reasonably necessary to salvage or remove therefrom its personal property and equipment.

(c) Landlord's Option to Terminate. Notwithstanding the terms of §13(a), above, Landlord shall have the option to elect not to rebuild and/or restore the Leased Premises and/or the Building and Landlord may terminate this Lease by delivery of notice to Tenant in writing of such termination within sixty (60) days after the date of damage, if and only if the Building shall be damaged or destroyed by storm or fire or other casualty or cause, and one of the following conditions is present: (i) repairs cannot reasonably be completed within one hundred twenty (120) days of the date of damage; (ii) the holder of any mortgage on the Building with respect to the Real Property shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt; or (iii) the damage occurs during the last twenty-four (24) months of the Term. If Landlord elects to terminate this Lease as provided for therein, this Lease shall terminate effective as of the date of casualty. After receipt of notice from Landlord of its election to terminate as herein provided, Tenant shall vacate the Leased Premises as quickly as is reasonably possible, provided, however, that Tenant shall be entitled to occupy the Leased Premises or any part thereof without liability to Landlord for as long as is reasonably necessary to salvage or remove therefrom its personal property and equipment.

Unless this Lease is terminated by Landlord or Tenant as provided in this section, this Lease shall remain in full force and effect and Landlord shall proceed with due diligence to restore, repair, and replace the Leased Premises to substantially the same condition as they were in prior to such damage or destruction. Landlord shall be under no duty to restore any Alterations, improvements or additions made by Tenant or by Landlord at Tenant's request after the Commencement Date, unless covered by proceeds of insurance designated for such Alterations, improvements, or additions and available to Landlord. In all cases, allowances for the completion of the repairs shall be given to Landlord for any reasonable delays caused by adjustment of insurance loss, strikes, labor difficulties, inability to obtain supplies or materials or any cause beyond Landlord's control.

§14. CONDEMNATION

If all or a material part of the Leased Premises are taken by any condemning authority under the power of eminent domain or by any purchase or other acquisition in lieu thereof, this Lease shall terminate as of the date possession is required by the condemning authority. In addition, if any portion of the Building (other than the

Leased Premises) is so taken, Landlord shall have the right at its option to terminate this Lease at any time prior to or within thirty (30) days after the date possession is required by the condemning authority. In the event of any such termination, the Rent payable by Tenant shall be apportioned as of the termination date. In any event, Landlord shall be entitled to receive the entire appropriation award or consideration paid by the condemning authority, other than any part of such award or consideration which relates to Tenant's occupancy of the Leased Premises

For purposes of this section, any negotiated sale to a public or quasi-public authority under the threat of condemnation shall be deemed to constitute a taking by such public or quasi-public authority under the power of eminent domain.

§15. SERVICES

(a) Landlord's Services. During the Term, Landlord shall provide the following services to Tenant, the cost of which are included in the Rent unless otherwise provided below:

- (i) air conditioning and heat for comfortable occupancy during Tenant's hours of operation.
- (ii) electric power for lighting and office equipment for occupancy and normal use of the Leased Premises.
- (iii) water for drinking, lavatory, restroom purposes, and kitchen facilities in the Building and Leased Premises.
- (iv) lighting and public restroom supplies daily at the Building, and janitorial services to the Building.
- (v) readily accessible, non-reserved, first come first served parking in the parking lot on the Real Property.
- (vi) landscaping and snow removal.
- (vii) sewer service.
- (viii) garbage/trash disposal.

§16. SUBORDINATION OF LEASE

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust, or other lien now or hereafter recorded or otherwise on the Leased Premises, but only if and upon the execution by each such lienholder of a Subordination Nondisturbance and Attornment Agreement ("SNDA") effecting such a subordination and containing such

other requirements reasonably required by Landlord or such lienholder; provided that (i) such holder agrees that so long as Tenant complies with all of its obligations under this Lease the rights of Tenant under the Lease shall remain in full force and effect and Tenant's possession of the Leased Premises thereunder shall remain undisturbed during the Term; (ii) no such SNDA shall adversely affect Tenant's rights or increase Tenant's obligations under this Lease; and (iii) the SNDA contains language that provides that such holder will not disturb Tenant's interest under this Lease. If the interest of Landlord under this Lease is transferred by reason of foreclosure or other proceedings for enforcement of any lien on the Leased Premises, this Lease shall continue and Tenant will attorn to and recognize the transferee ("**Purchaser**") under the terms and conditions of this Lease for the balance of the remaining Lease term, including any extensions or renewals, with the same force and effect as if the Purchaser were Landlord under this Lease. Such attornment shall be effective upon Tenant's and Purchaser's execution of the SNDA in the form called for above. The respective rights and obligations of Tenant and Purchaser upon the attornment, to the extent of the then remaining balance of the Lease term (including any extensions and renewals), will be and are the same as those set forth in this Lease. If Landlord fails to provide Tenant with an executed form of SNDA in the form called for above from all the current lienholders on the Leased Premises within sixty (60) days prior to occupancy by Tenant, then Tenant shall have the right to terminate this Lease. Upon any such termination, Landlord shall reimburse Tenant all prepaid rent (if any), and, thereafter, neither party hereto shall have any further rights or obligations to the other under this Lease.

§17. ESTOPPEL CERTIFICATES

Landlord and Tenant shall from time to time during the Term and promptly following the request of the other, execute and deliver to the other a statement certifying (i) whether this Lease is in full force and effect, (ii) the date through which Rent and other charges under this Lease have been paid, and (iii) any other factual matter reasonably requested by the other.

§18. PERSONAL PROPERTY

All goods, effects, equipment, furnishings, personal property, business and trade fixtures owned by Tenant or installed by or on Tenant's behalf in the Leased Premises (collectively sometimes herein, "**Tenant's Property**") shall remain the personal property of Tenant and may be removed by Tenant at any time, and from time to time, during the Term of this Lease provided Tenant shall, in removing any of Tenant's Property, repair all damage to the Leased Premises caused by such removal and to fully restore the Leased Premises to the condition that existed prior to the installation of such Tenant's Property, ordinary wear and tear incidental to the Permitted Use and damage by fire and other casualty excepted.

§19. EVENTS OF DEFAULT/REMEDIES UPON DEFAULT

(a) Tenant Default. Each of the following shall be deemed an event of default by Tenant under this Lease (“**Tenant Default**”):

- (i) failure by Tenant to make any payment of Rent to Landlord within fifteen(15) days after receipt of written notice from Landlord that such payment is overdue;
- (ii) failure by Tenant to make any other payment or perform or observe any other obligation or condition to be performed or observed by Tenant under this Lease and failure by Tenant to correct such default within thirty (30) days after Landlord gives Tenant notice to do so or, if because of the nature of such default it cannot be corrected within such 30-day period, failure by Tenant to commence correction within such 30-day period and thereafter to expeditiously and continuously prosecute the correction to completion.

Upon the occurrence of any Tenant Default, Landlord may at its option elect either to: (a) terminate this Lease; or (b) continue this Lease and immediately re-enter and repossess the Leased Premises and recover from Tenant an amount equal to: (i) all unpaid Rent accruing hereunder prior to Landlord’s actual recovery of possession of the Leased Premises, (ii) Landlord’s direct damages for Tenant’s breach of this Lease, but limited to the extent permitted by Tennessee law, and (iii) late charges, if any, due from Tenant under the provisions of this Lease and unpaid. In connection with (ii), above, Landlord shall use reasonable efforts to mitigate its damages. Until such time as Landlord expressly elects to terminate this Lease as permitted under this section, this Lease shall continue in full force and effect notwithstanding the occurrence of such Event of Default.

(b) Landlord's Default. In the event of a default by Landlord in the prompt and full performance of any provision of this Lease, and failure by Landlord to cure such default within thirty (30) days after written demand by Tenant that the default be cured (unless Landlord commences to cure such default within thirty (30) days and pursues such curing activities diligently to completion for defaults which cannot be cured within thirty (30) days), in addition to the other rights which Tenant may have for money damages against Landlord, at Tenant's option, Tenant may:

- (i) terminate this Lease and be relieved from all further obligations under this Lease;
- (ii) pay any sum necessary to perform any obligation of Landlord hereunder and deduct the cost thereof from the Rent thereafter to become due; and/or,
- (iii) sue for injunctive relief, specific performance of this Lease, and/or damages, as the case may be.

The provisions of this section shall be cumulative in nature and nothing contained

in this section shall in any manner impair or otherwise affect adversely any right, recourse, or remedy which otherwise would be available to Landlord or Tenant at law or in equity.

§20. RIGHT TO CURE DEFAULTS

If after receiving written notice from Landlord Tenant fails to perform and observe all obligations and conditions to be performed and observed by it under this Lease within a reasonable time, then Landlord may, but shall not be obligated to, cause the performance and observance of such obligations or conditions, and all direct costs and expenses incurred by Landlord in connection therewith, shall thereupon be due and payable immediately from Tenant to Landlord.

§21. CUMULATIVE RIGHTS AND REMEDIES

Each right or remedy of Landlord and Tenant under this Lease or now or hereafter available to Landlord and Tenant by statute, at law, in equity, or otherwise shall be cumulative and concurrent and shall be in addition to every other such right or remedy, and neither the existence, availability, nor exercise of any one or more of such rights or remedies shall preclude or otherwise affect the simultaneous or later exercise by Landlord or Tenant of any or all such other rights or remedies.

§22. HOLDING OVER

If (a) Tenant retains possession of the Leased Premises or any part thereof after the expiration of the term of this Lease, and (b) Landlord and Tenant are not actively negotiating a new lease, Tenant shall pay to Landlord Rent in an amount equal to the monthly rate in effect immediately prior to the termination of the Term for the time Tenant remains in possession. The provisions of this Section do not exclude Landlord's rights of re-entry or any other right provided under this Lease or available at law or in equity. No such holding over shall be deemed to constitute a renewal or extension of the term hereof, however, all other provisions of this Lease shall remain in full force and effect.

§23. ASSIGNMENT AND SUBLETTING

Tenant shall not sublet the Leased Premises or any part thereof or transfer possession or occupancy thereof to any person, firm or entity or transfer or assign all or any part of this Lease, nor shall any assignment or subletting hereof be affected by operation of law or otherwise without Landlord's prior written consent, which consent shall not be unreasonably withheld, provided, however, that Tenant may assign or sublet any or all of the Leased Premises to any wholly-owned affiliate entity of Tenant without Landlord's prior written consent. If Tenant desires to sublet the Leased Premises or if Tenant desires to transfer or assign any of its rights under this Lease to any party, Tenant shall give to Landlord thirty (30) days written notice of Tenant's intention to do so. In no event whatsoever and without limiting Landlord's right to reasonably reject any proposed sublease or assignment, shall this Lease be assigned in part or the Leased Premises subleased in part, without Landlord's prior written consent, except as provided herein.

§24. ACCESS AND OTHER RIGHTS OF LANDLORD

Upon reasonable advance notice to Tenant by Landlord of not less than twenty-four (24) hours, Tenant shall permit Landlord, its agents or employees, or any mortgagee of Landlord, to enter the Leased Premises at all reasonable times to examine, inspect or protect the Leased Premises; to make such repairs to the Leased Premises as Landlord deems necessary, and to exhibit the Leased Premises to prospective tenants during the last six months of the Term.

§25. HAZARDOUS MATERIALS

(a) For purposes of this Lease: (i) “CERCLA” means The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; (ii) “Hazardous Material” or “Hazardous Materials” means and includes petroleum (including, without limitation, gasoline, crude oil, fuel oil, diesel oil, lubricating oil, sludge, oil refuse, oil mixed with wastes and any other petroleum related product), flammable explosives, radioactive materials, any substance defined or designated as a “hazardous substance,” under Sections 101(14) and 102 of CERCLA or any other materials defined or designated as hazardous under any federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree or any type of medical or health care related waste or material or any toxic, bio-medical or bio-hazardous or infectious waste (“Medical Wastes”); (iii) “Release” shall have the meaning given such term, or any similar term, in Section 101(22) of CERCLA; and (iv) “Environmental Law” or “Environmental Laws” shall mean any “Superfund” or “Super Lien” law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be in effect and as amended from time to time, including without limitation, the following (amended or replaced from time to time) and all regulations promulgated thereunder or in connection therewith: CERCLA; the Superfund Amendments and Reauthorization Act of 1986 (“SARA”); The Clean Air Act (“CAA”); The Clean Water Act (“CWA”); The Toxic Substances Control Act (“TSCA”); The Solid Waste Disposal Act (“SWDA”), as amended by the Resource Conservation and Recovery Act (“RCRA”); and the Occupational Safety and Health Act of 1970 (“OSHA”).

(b) Tenant hereby covenants and agrees that (i) neither it nor its agents, employees or contractors acting within the scope of their agency or employment will use, maintain, generate, store, treat or dispose of any Hazardous Materials in or on the Leased Premises in violation of applicable Environmental Laws. If at any time during the term of this Lease it is determined that there are any Hazardous Materials located in, on, under, around or above the Leased Premises which are introduced to the Leased Premises by Tenant or any of its agents or its employees and which is required to be abated, removed or otherwise remediated in accordance with all applicable Environmental Laws, then Tenant shall commence with diligence and within thirty (30) days after receipt of notice of the presence of the Hazardous Materials requiring remediation, and shall continue to diligently take all appropriate action, at Tenant’s sole expense, to comply with all such Environmental Laws. Failure of Tenant to comply with all Environmental Laws shall constitute a default under this Lease.

(c) Landlord represents that it will not use any Hazardous Materials in the construction of the Tenant Improvements that violate any applicable Environmental Laws. If, at any time after the date of this Lease, it is determined that there are any Hazardous Materials located on the Leased Premises or the Real Property which were not introduced to the Leased Premises as a result of or relating to Tenant's business operations or by Tenant or any agent, invitee, employee or contractor of Tenant, and which are required to be abated, removed or otherwise remediated by Environmental Laws, Landlord shall commence with diligence within thirty (30) days after receipt of notice of the presence of the Hazardous Materials requiring remediation and shall continue to diligently take all appropriate action, at Landlord's sole expense, to comply with all such Environmental Requirements. Failure of Landlord to comply with all Environmental Requirements shall constitute a default under this Lease.

§26. SIGNAGE

Tenant shall obtain Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed, to all signage prior to its installation.

§27. NOTICES

All notices and other communications required or desired to be given to either party under this Lease shall be in writing and shall be deemed given when delivered personally, three days after having been mailed by certified mail (return receipt requested) to that party at the address for that party (or at such other address for such party as shall have specified in a notice to the other party), or one day after having been delivered to Federal Express, UPS, or any similar nationally-recognized express delivery service for overnight delivery to that party at that address:

If to Tenant: Morristown Hamblen Healthcare System

Phone: _____

Email: _____

With a copy to: _____

Phone: _____

Email: _____

If to Landlord: City of Morristown

Phone: _____

Email: _____

With a copy to: _____

Phone: _____

Email: _____

§28. MEMORANDUM OF LEASE

This Lease shall not be recorded; however, at the request of either Landlord or Tenant, the other party shall execute, acknowledge, and deliver a memorandum of this Lease (which would exclude all economic terms of this Lease) for purposes of giving public notice of the rights and obligations of Landlord and Tenant under this Lease.

§29. NON-WAIVER

No failure by Landlord or Tenant to exercise any option hereunder or to enforce its rights or seek its remedies upon any default, and no acceptance by Landlord of any rent accruing before or after any default, shall effect or constitute a waiver of Landlord's or Tenant's rights to exercise that option, enforce that right, or seek that remedy with respect to that default or any prior or subsequent default.

§30. NO THIRD PARTY BENEFIT

This Lease is intended for the benefit of Landlord and Tenant and, except as otherwise provided in this Lease, their respective successors and assigns, and nothing contained in this Lease shall be construed as creating any rights or benefits in or to any third party.

§31. SEVERABILITY

The intention of the parties to this Lease is to comply fully with all applicable state, federal, and local laws governing leases, and this Lease shall be construed consistently with all such laws to the extent possible. If and to the extent that any court of competent jurisdiction is unable to so construe part or all of any provision of this Lease, and holds that part or all of that provision to be invalid, such invalidity shall not affect the balance of that provision or the remaining provisions of this Lease, which shall remain in full force and effect.

§32. GOVERNING LAW; VENUE

This Lease has been negotiated and executed in the State of Tennessee and relates to real property located in the State of Tennessee.

All questions concerning the validity or intention of this Lease shall be resolved under the laws of the State of Tennessee and any dispute before Landlord and Tenant resolved in the courts residing in Hamblen County, Tennessee.

§33. EXHIBITS

All exhibits attached to this Lease are incorporated herein by reference.

§34. COMPLETE AGREEMENT

This document (with its exhibits, which are hereby incorporated herein by reference) contains the entire Lease between the parties and supersedes any prior discussions, representations, warranties, or agreements between them respecting the subject matter. No changes, alterations, modifications, additions, or qualifications to this Lease shall be made or be binding unless made in writing and signed by each of the parties.

§35. COUNTERPARTS

This Lease may be executed in several counterparts and each executed counterpart shall be considered an original of this Lease.

§36. GENDERS AND NUMBERS

When the context permits, each pronoun used in this Lease includes pronouns of the same person in other genders or numbers and each noun used in this Lease includes the same noun in different numbers.

§37. CAPTIONS

The captions at the beginnings of the sections of this Lease are not part of the context of this agreement, but are merely labels to assist in locating those sections, and shall be ignored in construing this Lease.

§38. SUCCESSORS IN INTEREST

Except as otherwise provided in this Lease, all provisions of this agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, personal representatives, successors, and assigns of each party to this Lease

§39. AUTHORITY

Tenant warrants that Tenant has fully approved and authorized the execution and delivery of this Lease by Tenant and its delivery to Landlord and that no further action is required by Tenant prior to entering into this Lease.

§40. COMMISSIONS

Each party represents and warrants to the other that no brokerage commission is due to any agent relating to this Lease.

[The remainder of this page is intentionally left blank. Signature page and acknowledgements to follow.]

The parties hereunto have caused this Lease to be executed as of the day and year first above written.

Tenant:
Morristown Hamblen Healthcare System

Landlord:
City of Morristown

By: _____

By: _____

Title: _____

Title: _____

STATE OF TENNESSEE
_____ COUNTY

This document was acknowledged before me on _____, 20____, by
_____, on behalf of Tenant.

Notary Public

STATE OF TENNESSEE
_____ COUNTY

This document was acknowledged before me on _____, 20____, by
_____ the _____ of
_____, a(n) _____, on
behalf of the Landlord.

Notary Public

EXHIBIT "A"

DEPICTION OF LEASED PREMISES

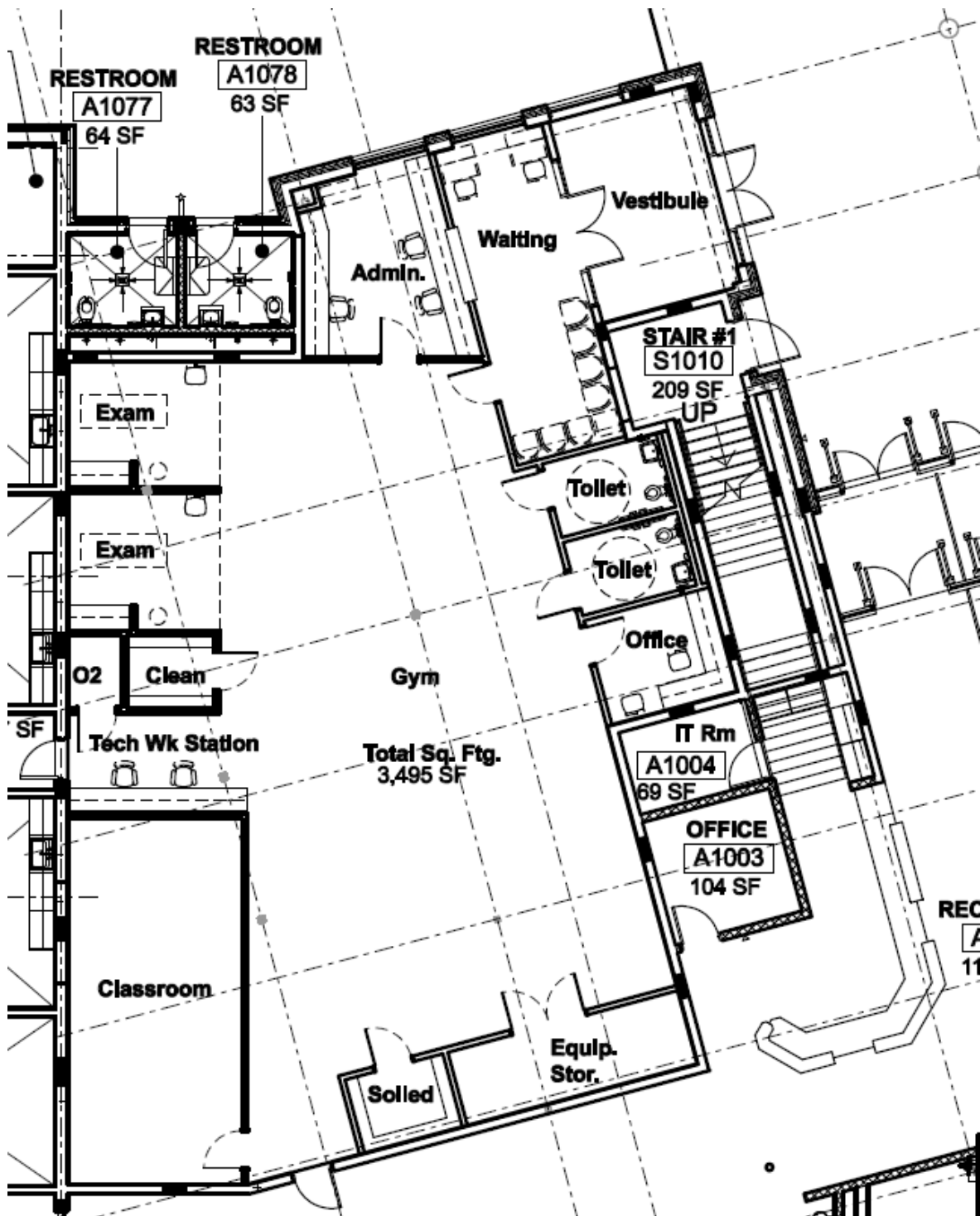


EXHIBIT “B”

CONFIRMATION OF COMMENCEMENT DATE

**CONFIRMATION OF LEASE COMMENCEMENT
DATE**

THIS CONFIRMATION OF LEASE COMMENCEMENT DATE is dated as of the _____ day of _____, 20__ by and between _____ (“**Landlord**”) and _____ (“**Tenant**”).

W I T N E S S E T H:

WHEREAS, by a Lease Agreement dated as of _____, 2022 between the parties hereto (the “**Lease**”) Landlord leased to Tenant and Tenant leased and took from Landlord, certain premises at _____, _____, Tennessee for the term and upon the terms and conditions more specifically set forth therein; and

WHEREAS, the Lease provides that when the actual Commencement Date has been determined, the parties shall execute a confirmation of the Commencement Date of the Lease.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

- A. The Tenant is now in possession of the Premises.
- B. The Commencement Date of the Lease is _____, 20____.

Nothing herein is intended to change or modify the rights of the parties under the Lease and all other terms and conditions of said Lease are hereby reaffirmed as being in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives the day and year first above written.

Landlord:

Tenant:

By: _____

By: _____

EXHIBIT “C”
TENANT IMPROVEMENTS

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 14th day of March, 2022, by and between Carlyle Construction LLC 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 Howerton Drive / Stream View Map: 025 Parcel 038.06, 038.07, 038.08 as recorded by deed in the last land records of (Insert Hamblen County Tax & Parcel Number)

Hamblen County, TN, Deed Book 1794 Page 553, hereafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision known as Stone Haven Phase 3 (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:

Carlyle Construction LLC
Company/Corporation/Partnership Name (Seal)

By: [Signature]

T. Phillip Carlyle
(Type Name)

Owner / Chief Manager
(Type Title)



State of Tennessee

County of Hamblen

The foregoing Agreement was acknowledged before me this 14th day of March, 2022

by Shirley S. Trent

Notary Public

My Commission Expires Sept 28, 2022

Approved as to form:

Approved by the City:

City Attorney

Date

Mayor

Date

AIRPORT COMMISSION POLICY MEMORANDUM

TO: CITY ADMINISTRATION
CC: BEN WILLIAMSON, FBO
SUBJECT: POLICY / PROCEDURE RE: SEI HANGAR SUBLEASING
DATE: MARCH 16, 2022

Background

The October 2020 tri-party ground lease between Southeast Industrial (SEI) (Lessee), the City (Lessor), and the Airport Commission addresses subleasing by SEI. Section 3.1 indicates that any aircraft other than “jet aircraft” that is stored on the leased premises is subject to approval by the lessor or its designated agent. Additionally, Section 10.1 provides that *any* sublease is subject to the prior written approval of the lessor.

Questions have been raised about the practicality of gathering approvals.

In theory, these terms were likely included as a method to protect the FBO and in order that these new hangars did not take clientele away from the FBO-managed hangars. Presently, the FBO maintains a waiting list for hangar space, so the loss of business for the FBO is unlikely in the near term.

Ideally, such subleases would be brought to the Airport Commission and then the City Council for approval. However, because the Commission only meets quarterly, the Administration proposes an administrative process in order to expedite requests that may come from SEI for sublease approvals.

Purpose

To expedite the approval process for reasonable sublease requests.

Policy

If/when SEI would like to request sublease approval, SEI will provide that request in writing to the City (Assistant City Administrator) including any relevant details about the aircraft to be stored and the term of sublease.

If the subject aircraft is not a jet aircraft, the Assistant City Administrator will confer with the FBO and get a written response from the FBO determining whether or not the FBO has any objection to the sublease arrangement.

If there is no objection from the FBO, the Assistant City Administrator will draft an approval, which will be forwarded to the City Administrator and the Airport Commission Chairman for their administrative approval. Such approval/process will not waive any other responsibilities of SEI under the original lease. Subleases approved will be reported at the next quarterly meeting.

Should the FBO offer an objection at the prescribed opportunity, the proposed sublease will be presented at the next Airport Commission meeting and following City Council meeting.

Effective

Policy to become effective upon approval by the City Council.

The City of Morristown

Memorandum

From the Office of Finance



Morristown City Council Agenda Item Summary

Date: April 5, 2022

Agenda Item: Surplus Inventory

Prepared by: Andrew Ellard

Subject: Approval to Declare Inventory Items as Surplus

Background/History: The City of Morristown has accumulated six vehicles from various departments in inventory that can no longer be utilized and wish to declare these items as surplus.

Financial Impact: It is the goal to acquire the maximum dollar amount in the most efficient manner regarding time and the needs of the department.

Action options/Recommendations: The City of Morristown is seeking approval to declare inventory items as surplus and to list these items on GovDeals, an online auction, or to dispose of properly.

Attachment: Inventory List.

VEH						
DEPT	#	DEPARTMENT	MODEL	MAKE	VIN Number	YEAR
41710	58	PLANNING - CODES ENFORCEMENT	REGULAR CAB 4 X 2	FORD	1FTDF17W7VNB76098	1997
43160	805	PUBLIC WORKS - BRUSH & SNOW	580 BACK HOE (RETURN TO PW)	CASE	17426121	1988
43140	520	PW - STREET REPAIR & MAINT	BACKHOE LOADER EXTENDAHOE 580SL	CASE	JJG0274057	2000
42120	56	POLICE - PATROL & TRAFFIC	CROWN VIC	FORD	2FAFP71W76X165450	2001
43160	563	PW - BRUSH & SNOW	SWAY CAR	CAGLE ECONO	9020	1996
42240	475	FIRE - FIRE FIGHTING	PUMPER TRUCK	FORD	1FDYOCOJ3DVA20451	1983

The City of Morristown

Morristown Police Department



MEMORANDUM

To: Mayor Gary Chesney
City Council

From: Chief Roger D. Overholt

Date: March 30, 2022

Re: Promotions

I am requesting to make one promotion in the patrol division for Corporal at the April 5th council meeting. This position is to backfill one current vacancy in rank.

Attached is the civil service roster for this position. Thank you for your assistance in this matter. If you have any questions regarding this, please contact my office.

Thank you.

CIVIL SERVICE BOARD

P.O. BOX 1499 * MORRISTOWN, TN 37816

POLICE DEPARTMENT ROSTER - CORPORAL

UPDATED ON APRIL 13, 2021 TO REFLECT **TESTING**, HIRING AND/OR CORRECTIONS

	NAME	EXPIRES
1	Matthew Johnson No longer employed	2/28/23
2	Eric Renfro	2/28/22
3	Lucas Watson Promoted	2/28/22
4	Gregory Hall Promoted	2/28/23
5	Matt Webb Promoted to Detective	2/28/22
6	Travis Mikels	2/28/23
7	Ron Sanchez	2/28/23
8	Jonathan Helton	2/28/23
9	Jordan Wilson	2/28/23
10	Blake McCarter	2/28/23

NO LONGER
CURRENT


Mike Minnich, Vice-Chairman

13 April 21
Date

The City of Morristown

Memorandum

Clark Taylor, Fire Chief, nt



TO: Mayor Gary Chesney
City Council

FROM: Clark Taylor

DATE: April 5, 2022

RE: Request for Fire Department Promotion

I am requesting Council's appointment, from qualified candidates, to fill a vacancy at the following rank:

- Deputy Fire Chief

This promotion will come from the current Civil Service Deputy Fire Chief roster (see attached).

I am prepared to make a recommendation to this position.

Thank you,

Clark Taylor
Fire Chief

The City of Morristown

Memorandum

Clark Taylor, Fire Chief, nt



CIVIL SERVICE BOARD

P. O. BOX 1499 * MORRISTOWN, TN 37816

FIRE DEPARTMENT ROSTER - DEPUTY CHIEF

UPDATED ON MAY 11, 2021 TO REFLECT **TESTING**, HIRING AND/OR CORRECTIONS

NAME	EXPIRES
1 Anthony Livesay	3/31/23
2 Robert Croxdale	3/31/23
3 Allen Epps	3/31/23
4 Thomas Ucciardi	3/31/22
5 Mike Caldwell	3/31/23
6 Scott Moshier	3/31/23
7 Kevin Jarnigan	3/31/23
8 Marty Bryant	3/31/23

For the Civil Service Board

A handwritten signature in cursive script, reading "Lee E. Parker", is written over a horizontal line.

Lee Parker, Chairman