

AGENDA
CITY OF MORRISTOWN, TENNESSEE
BEER BOARD MEETING
(Deferred from June 2, 2015)
JUNE 16, 2015 – 5:00 P.M.

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **ROLL CALL**

3. **APPROVAL OF MINUTES**

1. June 2, 2015

4. **OLD BUSINESS**

5. **NEW BUSINESS**

1. On-premise beer permit for 423 Tavern LLC (Owner Ronnie Lester, Jr. Registered Agent Stephanie Kimbrough) DBA 423 Tavern, 2747 West Andrew Johnson Highway.

6. **ADJOURN**

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
JUNE 2, 2015**

The Beer Board for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place in the Morristown City Center at 5:42 p.m., Tuesday, June 2, 2015, with the Honorable Mayor Gary Chesney, presiding and the following Beer Board members present; Chris Bivens, Kay Senter, Dennis Alvis, Ken Smith, and Tommy Pedigo ; absent Bob Garrett.

Councilmember Senter made a motion to approve the April 7, 2015 minutes as circulated. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

City Administrator Tony Cox advised the Beer Board that an investigation is in progress in regards to the on-premise Beer Permit for the 423 Tavern and recommended to defer this meeting until the next scheduled meeting time of June 16, 2015.

Councilmember Senter made a motion to defer the Beer Board action for the 423 Tavern until June 16, 2015. Councilmember Alvis seconded the motion and upon roll call; all voted "aye".

Mayor Chesney adjourned the June 2, 2015 meeting of the City of Morristown, Beer Board at 5:46 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

COPY

City of Morristown Beer Board



Beer Permit Application Checklist

Application Date: 05/03/2015

Applicant's Name: Ronnie Eugene Lester Jr.

DBA: 423 TAVERA

Contact Name Ronnie Eugene Lester

Contact # 423-301-4230

Provided By Applicant

- ☒ Application
- ☒ Application fee
- ☒ Authorization for Criminal History Inquiry
- ☒ Designation of Registered Office and Registered Agent
- ☒ Certified copy of deed or copy of lease agreement
- ☒ Sales Tax Certification (copy of certification of registration)
- ☒ Restaurant seating area plan showing a minimum of 75 seats
- ☒ Certified Site Plan and Floor Plan (if facility is not existing)

Provided By the City of Morristown

- ☒ Site Plan Certification (by City Engineer)

Current taxes verified

- ☒ City Taxes
- ☒ County Taxes

Public Notices

- ☒ Notice of Beer Board Meeting
- ☒ Signs Posted at Location of Business – Date Posted: 5-4-15/5-15-15
- ☒ Newspaper Notice of Application – Date Ran in Paper: 5-22-15
- ☒ Background Investigation
- ☐ Date of Beer Board Approval: _____
- ☐ Copy of Permit (Number _____) Issued
- ☐ Prorated Privilege Tax Paid

Signature of person verifying completion of checklist

P.O. Box 1283 • Morristown, Tennessee 37816-1283 • Phone (423)586-1215 • Fax (423)587-9518

[Return to Agenda](#)

CITY OF MORRISTOWN
100 W 1ST NORTH ST
MORRISTOWN TN 37814-1499

RECPT#: 460451

05/13/15 15:49 tdmoss

CUSTOMER#:46345

NAME: 423 TAVERN LLC

NSF CHECK #1116

CHG: 001

MISCELLANEOUS REVENUE

270.00

,PAID AMT

27 PAID BY NAME

423 TAVERN LLPAY METHOD

CASH

AMT TENDERED:

AMT APPLIED: 300.00

CHANGE: 270.00

AUTHORIZATION FOR CRIMINAL HISTORY INQUIRY

05/03/2015

Date

I, the undersigned applicant, or duly authorized signatory for applicant, for a permit authorizing the sale of beer within the City of Morristown, Tennessee, do hereby authorize the City of Morristown, by and through it's agents and representatives and employees, to make inquiry, whether verbal, written, or electronic, of any and all law enforcement agencies or clerks of courts, whether, state, federal or local, concerning my criminal history of any convictions that I have had for any misdemeanor or felony, involving other than minor traffic violations, within the last ten (10) years form the date above.

I, the undersigned, further authorize any and all law enforcement agencies or clerks of courts, whether state, federal or local, or any state, federal, local or national entity storing and providing criminal history data, to release the afore stated information to the City of Morristown.

Residences for Past 10 Years

[REDACTED]
Morristown TN 37814
[REDACTED]
Thornore AL 36582
[REDACTED]
Waukama Oklahoma 73773

Stephanie Kimbrough
Name - Printed

4-15-71

Date of Birth

[REDACTED]
Social Security Number

[REDACTED]
Street Address

Morristown TN 37814

City, State and Zip Code

Stephanie Kimbrough
Signature

Ronnie Eugene Lester Jr.
Name of Witness - Printed

[REDACTED]
Street Address

Kingsport TN 37664
City, State and Zip Code

[REDACTED]
Signature


AUTHORIZATION FOR CRIMINAL HISTORY INQUIRY

05/03/2015
Date

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I, the undersigned, further authorize any and all law enforcement agencies or clerks of courts, whether state, federal or local, or any state, federal, local or national entity storing and providing criminal history data, to release the afore stated information to the City of Morristown.

Residences for Past 10 Years

 Kingsport TN 37644
Duffield Va. 24244
Kingsport Va 24244
Duffield Va. 24244

Rowan E. Lester Jr
Name - Printed

03/11/1983
Date of Birth


Social Security Number


Street Address

Kingsport TN 37644
City, State and Zip Code


Signature

Stephanie Regina Kimbrough
Name of Witness - Printed


Street Address

Morristown TN 37814
City, State and Zip Code

Stephanie Kimbrough
Signature

**CITY OF MORRISTOWN
APPLICATION FOR BEER PERMIT**

Received by Tax Office:

DATE: 05-03-2015

I N S T R U C T I O N S

1. Answer all questions completely or check appropriate box. If question is not applicable, write "NA". Write "unknown" only if you do not know the answer. Use blank space at end of form for extra details on any question for which you have insufficient space.
2. Type, print, or write carefully. Illegible or incomplete forms will not receive consideration.
3. Consider your answers carefully. Your signature at the end of this form will certify as to their correctness.

SECTION I - OWNERSHIP INFORMATION

1- Name of Owner

Ronnie Eugene Lester Jr.

2- Check One for the Type of Ownership

<input type="checkbox"/> Person	<input type="checkbox"/> Firm	<input type="checkbox"/> Partnership
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Syndicate	<input type="checkbox"/> Association
<input type="checkbox"/> Joint-Stock Company		

3- Name(s), date(s) of birth and social security number(s) of all person(s) who own a 5% or greater interest in the owner (Attach supplemental sheet if needed).

Ronnie Eugene Lester Jr. 03/11/1983 [REDACTED]

4- If you are the sole owner of the business listed above, please complete all remaining questions in the application.

5- If the owner listed in # 4, above is a corporation, firm, joint-stock company, syndicate, partnership or association, please complete Sections III, VI, VII, VIII and X of this application. Additionally, if the owner listed in # 4, above is a partnership, please complete Sections II, III, IV, and V for each partner.

SECTION II - GENERAL DATA

1- Full Name (last, first, middle)	2- Age Date of Birth	3- Sex
<u>Lester Ronnie Eugene</u>	<u>03/11/1983</u>	Male <input checked="" type="checkbox"/> Female <input type="checkbox"/>
4- Height	5- Weight	6- Color of Eyes
<u>5'10"</u>	<u>185</u>	<u>Blue</u>
7- Color of Hair	8- Type Complexion	9- Type Build
<u>Dark Brown</u>	<u>Medium</u>	<u>Athletic</u>
10- Social Security No.	11- Driver's License No. & State of Issue	
[REDACTED]	[REDACTED] <u>TN</u>	

12- Father's Full Name Roscoe Eugene Lester Sr. 13- Mother's Maiden Name Sheree Lynn Landford
14- Previous Employment

Club Inferno LLC 709 S. Cumberland St. Memphis TN 37683
15- Marital Status Married ☒ Divorced ☐
Single ☐ 16- Spouse's Name Laura Elizabeth Lester

17- Scars (Type and Location) Right collarbone - Fixed broken bone with metal plate
18- Other Distinguishing Features N/A

19- Current Address

20- Permanent Address

21- Home Telephone No.

24- Nickname

26- Indicate circumstances (including length of time under which you have ever used these names) N/A

27- If legally changed, give particulars (where and by what authority) N/A

SECTION III - CITIZENSHIP

To be completed by individual owners and each partner in a partnership

- 1- Are you a U.S. citizen or legal alien?
Yes ☒ No ☐
2- If you are a legal alien, please provide your certificate number.

To be completed by all other types of owners listed

- 3- Are you domiciliated in the State of Tennessee?
Yes ☒ No ☐

SECTION IV - MILITARY SERVICE

- 1- In what military organizations have you served? N/A
2- Date of separation N/A 3- Total length of service N/A
4- Serial or file No. N/A 5- Rank or grade N/A 6- Type of discharge N/A

SECTION V - RESIDENCES FOR THE PAST 10 YEARS

To be completed by individual owners (Use supplemental sheet if needed)

Address - Most recent first				Inclusive dates	
No.	Street	City	State/Zip	From	To
			Kingsport TN 37664	04/12	- Present
			Staff VA. 24244	04/11	- 04-2012
			Staff VA. 24277	03/09	- 04-2011
			VA. 24244	02/05	- 03/2009

SECTION VI - ADDITIONAL INFORMATION

Special Instructions

If your answer is "yes" to any of the following questions, please provide complete details for each question on a separate signed sheet and attach the sheet to this form. A "yes" answer does not mean automatic refusal of a beer permit; however, failure to disclose may result in such a denial.

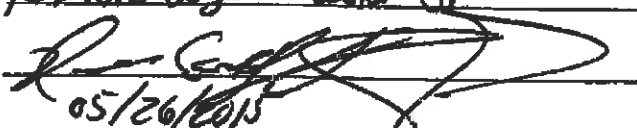
To be completed by individual owners:

- 1- Have you ever been arrested, indicted or convicted for any violation of the law other than minor traffic violations?
Yes ☒ No ☒
- 2- Have you ever been arrested or court-martialed under military law or regulation?
Yes ☐ No ☒

To be completed by all other types of owners listed:

- 3- Has any member listed on this application or any supplemental information form been arrested, indicted or convicted for any violation of the law other than minor traffic violations?
Yes ☐ No ☒
- 4- Has any member listed on this application or any supplemental information form been arrested or court-martialed under military law or regulation?
Yes ☐ No ☒

This letter is addressed to the Beer Permit Board of Morristown Tn and in regards to charges that was placed on me on November 14th 2008 for Unauthorized Use Of A Motor Vehicle. This charged was filed as a misunderstanding between my now wife (Laura Lester) and I who I had lived with for 5 years. I had driven from Duffield Va. To Richlands Va. To visit my mother for her birthday with my 4 month child at the time. Being it was our first child Laura panicked when she could not reach me thinking I had kidnapped our child and left her. Even though I had been texting her but was unaware of that her cell phone was in bottom of the baby's diaper bag. I was under the impression she had received the messages but had just not responded knowing we were both fine. The Lee County Sheriff's Department advised her that being the legal documented father of the child there was nothing they could do unless my name was not on the car that I was traveling in. Being in a panicked state and encouragement of her mother and her not understanding the full outcome of filing the charges she chose to do so. When I arrived the next morning she told me what she had done with the charges on the car so I drove to Sheriff's department and turned myself in. She tried to drop the charges but was told they could not be dropped until the court date scheduled in December 2008. With everything understood between the two of us she dropped the charges on December 09 2008 in court. I was told that it would be dropped off my record after one year and would not show up. As I have came to find out It does come up as NOLLE PROSSED. I have to the best of my knowledge given an accurate statement to the details of this matter any questions regarding the other party involved in this matter Mrs. Laura Lester can be reached at 423-212-0362. I am currently handling the situation to have this charge expunged from my record. Thank You for your time.

Ronnie Eugene Lester Jr

05/26/2015

COPY

SECTION VII - PERMIT DATA

- 1- Type of Permit Applied For:
On Premise ☒ Off Premise _____
- 2- Type of Business: Restaurant ☒ Distributor _____
Patriotic Organization _____ Club _____
Drug Store _____ Full Line Grocery Store _____
Convenience Store _____ Lodge _____

<p>Charters that have been issued by the State of Tennessee must be presented with this completed application in all cases of lodges, patriotic organizations, and clubs. These charters will be examined and returned to applicant at the time this application is presented before the Beer Board</p>	DO NOT WRITE IN THIS BLOCK For Use by City of Morristown Only	
	Charter Presented	Yes _____ No _____
	Charter Returned	Yes _____ No _____
	Issued by	_____
	Date	_____
	In Name of	_____
	Signature of Tax Clerk	_____

- 3- Do you possess a valid business license issued by the City of Morristown?

Yes ☒ No _____

Date of Issue 04/20/2015

2747 West Andrew Johnson Hwy Morristown TN 37814

- 4- Complete address of business wherein beer is to be sold:

DO NOT WRITE IN THIS BLOCK For Use by City of Morristown Only	
Requested location is in a Nonconforming _____ Conforming <input checked="" type="checkbox"/> location under the zoning laws and ordinances of the City of Morristown.	
For Off Premise Permits Only: Is requested location within 150 ft. of property on which any church, school, or city park is located? Yes _____ No _____ N/A _____	
If yes, identify establishment. _____	
Signature of City Planner	<u>Alan Porter</u>
Have occupancy issues been addressed by City Inspections?: Non-Conforming _____ Conforming <input checked="" type="checkbox"/>	
Signature of City Inspector	<u>Donald B. Taylor</u>
Have fire code inspections been completed?: Non-Conforming _____ Conforming <input checked="" type="checkbox"/>	
Signature of Fire Marshal	<u>Tracy N. Caputo</u>

5- Complete name of business wherein beer is to be sold:

423 TAVERN LLC. D.B.A. 423 Tavern

6- Do you now possess a beer license? Yes ☐ No ☒ If yes, list name of business, address, and type of license on separate sheet.

7- Identify the Registered Agent (chapter 209 of the Beer Ordinance)

Stephanie Kimbrough

8- Identify the individual who is to receive annual tax notices and any other communication from the Tax Office, City Council, or Beer Board and list their address.

Ronnie Eugene Lester Jr. - [REDACTED] St. Kingsport TN 37624
Stephanie Kimbrough - 250 W. [REDACTED] Morristown TN 37814

SECTION VIII - GENERAL INFORMATION AND AGREEMENTS

- 1- Do you agree not to engage in the sale, storage, manufacture, or distribution of beer other than at the place for which a permit was issued?
Yes ☒ No ☐
- 2- Do you agree that sale, storage, manufacture, or distribution of beer will be made only in accordance with the permit granted?
Yes ☒ No ☐
- 3- Do you agree that no sales will be made to any person under twenty-one years of age?
Yes ☒ No ☐
- 4- Have you received and read the Beer Ordinance of the City of Morristown, and do you agree not to violate any of its requirements?
Yes ☒ No ☐
- 5- Have you ever had a license for the sale, storage, manufacture, or distribution of legalized beer revoked?
Yes ☐ No ☒
If the answer is yes, give complete details on separate sheet of paper.

To be completed by individual owners:

- 6- Have you or any of your employees involved in the distribution, storage, manufacture, or sale of beer ever been convicted of any violation of any law involving prohibition, sale, manufacture, storage, distribution or transportation of any alcoholic beverage or any crime involving moral turpitude within the past 10 years immediately preceding the date of this application?
Yes ☐ No ☒
If the answer is yes, give complete details on separate sheet of paper.

To be completed by all other types of owners listed:

- 7- Has any person listed on this application or any supplemental information form involved in the distribution, storage, manufacture, or sale of beer ever been convicted of any violation of any law involving prohibition, sale, manufacture, storage, distribution or transportation of any alcoholic beverage or any crime involving moral turpitude within the past 10 years immediately preceding the date of this application?
Yes _____ No ☒
If the answer is yes, give complete details on separate sheet of paper.

- 8- Do you agree not to employ any person so convicted?
Yes ☒ No _____

- 9- Do any brewers, manufacturers, distributors or warehousemen of legalized beer have any interest in the business, financial or otherwise or in the premises upon or in which the business is to be licensed to sell beer at retail?
Yes _____ No ☒
If the answer is yes, give complete details on separate sheet of paper.

To be completed by individual owners and partnerships:

- 10- Are you willing to be fingerprinted by the Police Department, City of Morristown?
Yes ☒ No _____

To be completed by all other types of owners listed:

- 11- If requested, are you willing for any member listed with a 5% or greater ownership to be fingerprinted by the Morristown Police Department?
Yes ☒ No _____
- 12- Is a completed fingerprint card submitted with this application?
Yes ☒ No _____
Applicant may have cards completed at Morristown Police Department.

SECTION IX - REFERENCES

Please give the correct name, address, zip code, and telephone number of at least three people who have known you personally for a period of at least three years.

Name	Address	City/State/Zip	Phone
Brittany Hearnson			
Alan Hale		Morristown TN 37813	
Alan Kimbrough		Morristown TN 37814	

SECTION X – SIGNATURES

STATE OF TENNESSEE
COUNTY OF HAMBLEN

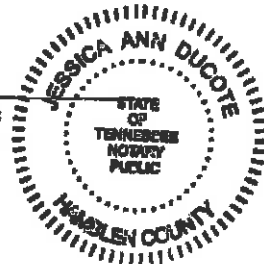
The undersigned Ronnie E. Laster Jr., hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief; that misrepresentation of facts and/or withholding of information on this application may result in the denial of a beverage permit now and can forfeit the eligibility to receive any permit for a period of ten (10) years, that I will comply with the laws of the United States, and of the State of Tennessee, and Ordinances of the City of Morristown, that I have received a copy of and read the Beer Ordinance of the City of Morristown, and all amendments thereto. The undersigned further makes oath that if the owner is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

In testimony whereof witness my signature on this the 4 day of May, 2015


Applicant

Sworn to and subscribed by Jessica Duote before me, a notary public in and for said State and County, on this the 4 day of May, 2015

Jessica Duote
Notary Public



My commission expires

12/19/17

*** * * NOTICE * * ***

**YOUR PRESENCE IS REQUIRED AT THE
BEER BOARD MEETING AT WHICH
YOUR BEER PERMIT APPLICATION IS
BEING CONSIDERED**

RECORD CHECKS

Local Record Checks:

Department:	Date:	Clerk's Signature:
SULLIVAN Co.	5-6-15	
Morristown Police Dept	5-12-15	
Hamblen Co Sheriff's Dept	5-6-15 / 5-11-15	
BRISTOL	5-6-15	

Other Record Checks:

Department:	Date:	Clerk's Signature:
ENID P.D. ENID, OK	5-11-15	
MOBILE, ALA.	5-13-15	
VA. STATE Police, VA.	5-6-15	
KINSPORT P.D.	5-6-15	

LEASE AGREEMENT

THIS AGREEMENT is made as of this day, 10/14/2014, by and between Alan Hale hereinafter called "LESSOR", and 423 TOWER LLC hereinafter called "LESSEE".
Ronnie Lester Jr

Lessor hereby leases unto Lessee and Lessee does take and lease from Lessor the following described property:

A portion of the premises located at 2747 W. A J Hwy in
Morristown, Tennessee; specifically being
Suiters) B & C Front Bldg

1. RENTAL

Lessee shall pay to Lessor the monthly rent of \$2,000.00 per month. Rent shall be payable at the location of the leased premises, or at such other place as Lessor may designate in writing. Rental shall be payable on or before 14 days from receipt of the rental billing submitted by Lessor.

2. TERM OF LEASE

The initial term of this lease shall commence on the 10/1/2014 and end at 12:00 midnight on the 9/30/2019, unless sooner terminated by Lessor or Lessee by giving one hundred twenty days advance written notice to the other of the intention to terminate, or unless sooner terminated as otherwise provided herein.

3. REAL ESTATE TAXES

Lessor, herein, shall pay all real estate taxes and assessments upon the leased property, and upon the buildings and improvements thereon, which are assessed and allocable to such property during the term of the lease.

4. FIRE INSURANCE

Lessee shall not be obligated to maintain fire or casualty insurance on its vehicles stored on the premises or any other of its property, but may do so if it so elects.

5. GENERAL PUBLIC LIABILITY INSURANCE

After the commencement date of the term of the lease, the Lessee shall, at its sole cost and expense, maintain comprehensive general public liability insurance, with limits of at least one hundred thirty thousand dollars (\$130,000.00) per person and three hundred thousand dollars (\$300,000.00) per occurrence for bodily injury and fifty thousand dollars (\$50,000.00) for property damage. Such policies shall name the Lessor and the Lessee as the insureds. Within ten days after the date hereof, Lessee shall deliver to Lessor certificates of insurance certifying that such insurance is in full force and effect.

6. REQUIREMENTS OF LESSEE-INSURANCE

All policies of insurance required to be maintained by Lessee, if any, shall name Lessee and Lessor as the insured as their respective interests may appear. All such policies shall, to the extent obtainable, contain an agreement by the insurers that such policies shall not be canceled without at least ten days prior written notice to Lessor and to the holder of any mortgage to whom loss hereunder may be payable.

7. INSURANCE – RENEWALS

At least thirty (30) days prior to the expiration of any policy of insurance the Lessee is obligated to carry under this lease, Lessee shall furnish a binder to Lessor renewing each such policy. Each policy and/or binder shall provide for at least ten (10) days notice to Lessor of any change or cancellation thereof. Lessee shall promptly deliver to Lessor a certificate from the insurance carrier evidencing the renewal of the policy and the payment of the premium.

8. UTILITIES

Lessee shall pay for all utilities including but not limited to charges for water, sewer, gas, electricity, light, heat, power and telephone or other communications services used, rendered or supplied upon or in connection with the leased property, and shall indemnify the other party hereto against any liability or damages on such account.

9. INTERIOR REPAIRS

Lessee covenants that during the term of this lease, Lessee will, at its own cost, keep in good order and repair (and make such renewals thereof from time to time as may be necessary or advisable) the interior of the building located on the premises.

10. EXTERIOR REPAIRS

Lessee covenants that during the term of this lease it will, at its own cost, keep in good order and repair the exterior of said building and lot.

11. FIXTURES

Any improvements to the leased property or any part thereof and any replacement of fixtures and personal property during the term of this lease shall at once become the absolute property of Lessor without payment of any kind.

12. DEFAULT

Lessee further covenants that if said premises at any time be deserted, abandoned or closed or if Lessee defaults for a period of thirty (30) days from paying any instalment of rent when due or in performing any covenant, provision or condition herein contained binding upon Lessee, Lessor shall have in addition to all other rights and remedies provided by law, the right, without notice to Lessee, to enter and take possession of the premises, peaceably or by force, and to terminate this lease; and Lessor may relet said premises for the unexpired portion of the term or any part thereof, and receive the rent therefore and apply it on the rent due hereunder, and Lessor's actions shall be final and binding upon said Lessee and Lessee agrees to pay promptly to Lessor upon demand at one time or from time to time any difference between the rent payable hereunder and any smaller amounts collected by Lessor from the tenant or tenants to whom said premises may be relet as aforesaid. Lessor shall have the right to terminate this lease at any time Lessee goes into bankruptcy or receivership or makes a general assignment for the benefit of its creditors.

13. DAMAGE BY FIRE

In case of damage by fire or other casualty to the building in which the leased property is located, without the fault of Lessor, if the damage is so extensive as to amount practically to the total destruction of the leased property or such building, this lease shall cease, and the rent shall be apportioned to the time of the damage. In all other cases where the leased property is damaged by fire or other casualty without the fault of Lessor, Lessee shall repair the damage within a reasonable time, and if the damage has rendered the leased property untenable, in whole or in part, it shall be in apportionment of the rent until the damage has been repaired. In determining what constitutes a reasonable time, consideration will be given to delays caused by strikes, adjustment of insurance and other causes beyond Lessee's control.

14. CONDEMNATION

If the whole of the leased property, or such portion thereof as will make the leased property unsuitable for the purposes herein leased, is condemned for any public use or purpose by any legally constituted authority, then in either of such events this lease shall cease from the time when possession is taken by such public authority and rental shall be accounted for between the Lessor and Lessee as of the date of surrender of possession. Such termination shall be without prejudice to the rights of either the Lessor or the Lessee to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither the Lessor or the Lessee shall have any rights in or to any award made to the other by the condemning authority.

15. ASSIGNMENT

Lessee may not assign or sublet the demised premises to third parties without the consent of Lessor; however, such assignment or subletting shall not be permitted where so doing would violate any governmental ordinance, statute, rule or regulation; or where so doing would result in a substantial change in the use of the premises to the detriment of Lessor.

16. DISCLAIMER AND ACCEPTANCE

Neither the Lessor nor an agent of Lessor has made any representations with respect to the leased premises or any real estate of which same may be a part except as expressly set forth herein and no rights, easements or licenses are acquired by Lessee by implication or otherwise except as expressly set forth in the provisions of this lease. The taking of possession of the leased premises by Lessee shall be conclusive evidence that Lessee accepts the same "as is" and that the leased premises and the real estate of which same be a part were in good and acceptable condition at the time possession was taken, unless expressly provided for otherwise, hereinafter.

17. SURRENDER

Lessee covenants that it will, upon the termination of this lease, deliver to Lessor the same premises and all appurtenances thereto peaceably and quietly in as good order and condition as same are or may hereafter be put by Lessor and Lessee, ordinary wear and tear and damage from fire not occasioned by the fault or negligence of Lessee, its agents or employees, excepted.

18. NON-WAIVER OF REMEDIES

Lessee agrees that any failure of Lessor to insist upon strict observance of any covenant, provision or condition of this lease in any one or more instances shall not constitute or be deemed a waiver, at that time or thereafter, of such or any other covenant, provision or condition of this lease.

19. RIGHT OF ENTRY

Lessor and its representatives may enter the leased property, at any reasonable time, for the purpose of inspecting the leased property, performing any work which the Lessor elects to undertake made necessary by reason of Lessee's default under the terms of this lease, and exhibiting the leased property for sale, lease, or mortgage financing.

20. HOLD HARMLESS

Lessor shall not be liable for injury or damage to person or property occurring within the leased premises, unless caused by or resulting from the negligence of Lessor or any of Lessor's agents, servants, or employees.

21. CONSTRUCTION LAW

The lease shall be governed by, constructed and enforced in accordance with the laws of the State of Tennessee.

22. GENERAL CONSTRUCTION

In construing this lease, feminine or neuter pronouns shall be substituted for those masculine form and vice-versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

23. JOINT AND SEVERAL

If there is more than one party Lessee, the covenants of the Lessee shall be the joint and several obligations of each such party, and if Lessee is a partnership, the covenants of Lessee shall be the joint and several obligations of each of the partners and the obligations of the firm.

24. PERSONS BOUND

The covenants, terms, conditions, provisions and undertakings in this lease or in any renewals thereof shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, as if they were in every case named and expressed, and shall be construed as covenants running with the land; and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the heirs, executors, administrators, successors and assigns of such party, as if in each and every case so expressed.

25. REMEDIES CUMULATIVE

The specified remedies to which Lessor may resort under the terms of this lease are cumulative and are not to be exclusive of any other remedies or means of redress to which Lessor may be lawfully entitled in case of any breach or threatened by Lessee of any provision or provisions of this lease.

26. ORAL MODIFICATION

This lease, together with any written agreements which shall have been executed simultaneously herewith, contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this lease or in the simultaneous writings heretofore referred to. All prior understandings, terms or conditions are deemed merged in this lease. This lease cannot be changed or supplemented orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

27. SEVERABILITY

If any provision of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.

MEMORANDUM OF LEASE

THIS AGREEMENT is made this 14th day of October, 2014, by and between Alan Hale hereinafter called "LESSOR", and 423 TAYLOR LLC hereinafter called "LESSEE".
Rennie Lester Jr.

A portion of the premises located at 2747 W. A J Hwy. Morristown, Tennessee Specifically being Suite(s) B & C Front Bldg

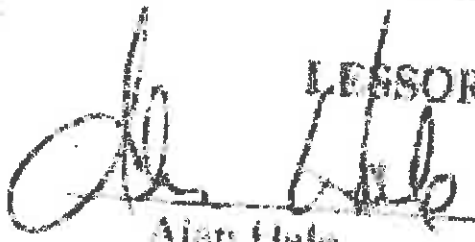
2. TERM OF LEASE

The initial term of this lease shall commence on the 10/1/2014 and end at 12:00 midnight on the 9/30/2019, unless sooner terminated by Lessor as herein provided.

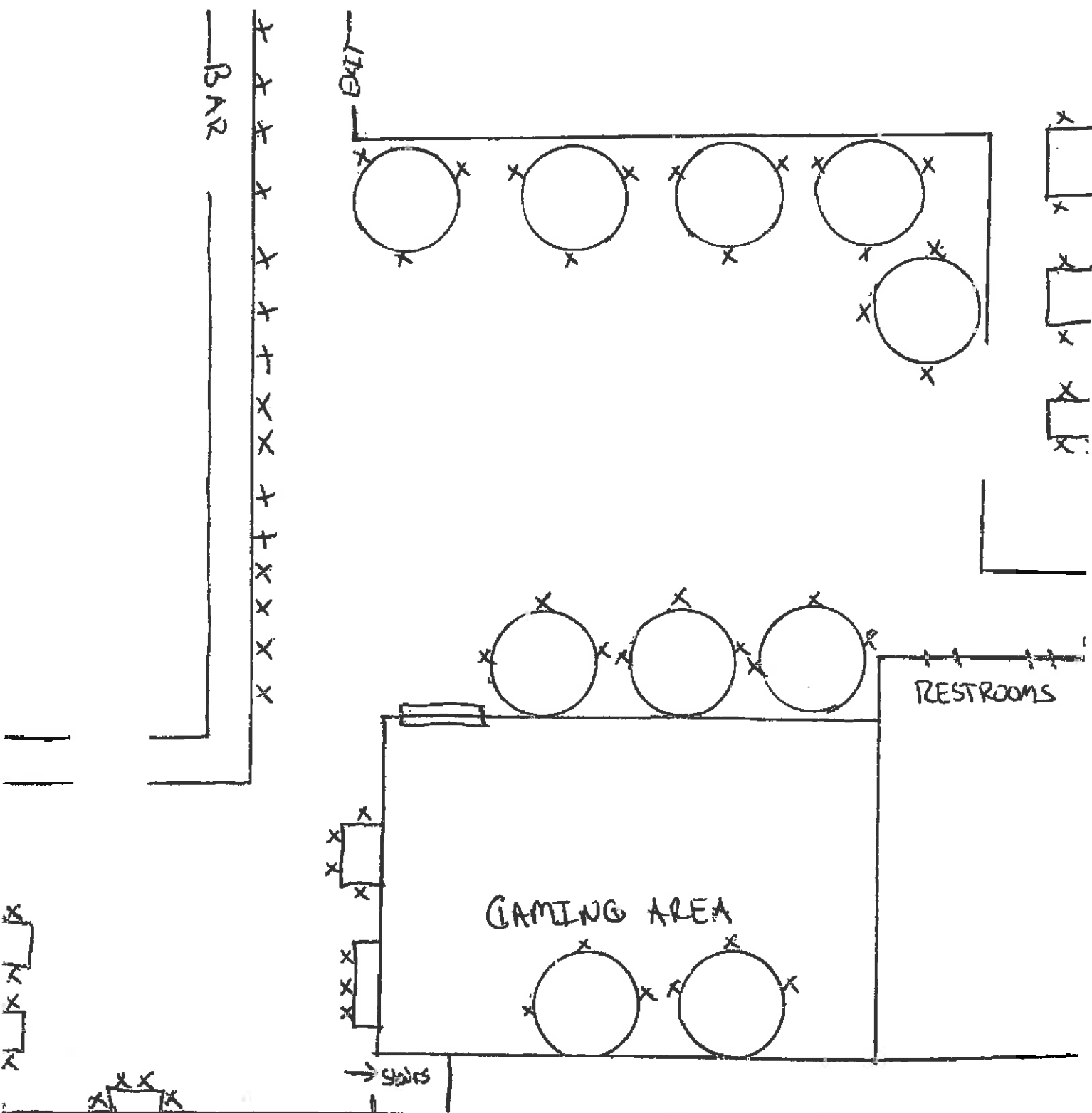
3. LEASE AGREEMENT

The provisions set forth in a written Lease Agreement between or among the parties, dated as of 10/14/2014, are hereby incorporated in this Memorandum by reference.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement the day and year first above written.

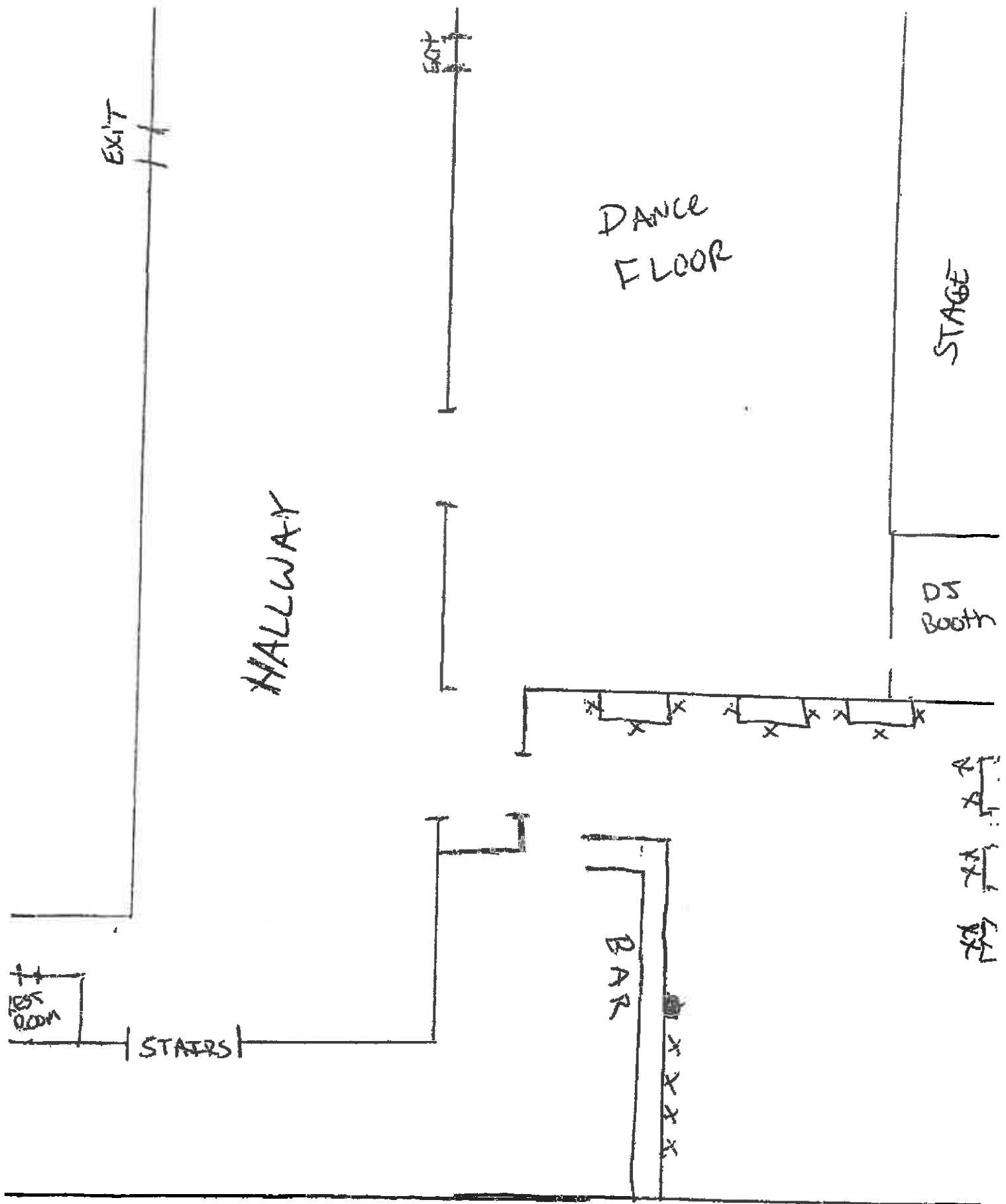

LESSOR
Alan Hale


LESSEE



SITTING 15 TOP FLOOR

5-26-15 BG
 76 SEATS
 25
 101 TOTAL



SITTING BOTTOM
26 FLOOR

5-26-15
25 SEATS BA

[Return to Agenda](#)

Morristown Police Department

ROGER OVERHOLT
Chief of Police



BEER ORDINANCE ASSURANCE

I, the undersigned, acknowledge receipt of a copy of the City of Morristown Beer Ordinance Title 8 Chapter 2.

I understand it is my responsibility to adhere to the guidelines of this ordinance and the applicable laws of the State of Tennessee.

I understand it is my responsibility to ensure that my employees are aware of, and adhere to, all governing ordinances and laws concerning the sale of beer in my establishment.

Business Name & Address: 423 Tavern
2747 W.A.J. Highway
Morristown, Tn. 37814

Stephanie R Kimbrough
Signature

Stephanie R Kimbrough
Print Name

5-26-15
Date

COPY

Morristown Police Department

ROGER OVERHOLT
Chief of Police



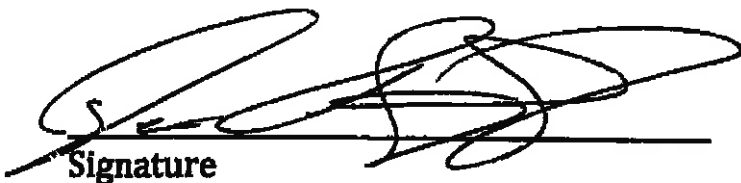
BEER ORDINANCE ASSURANCE

I, the undersigned, acknowledge receipt of a copy of the City of Morristown Beer Ordinance Title 8 Chapter 2.

I understand it is my responsibility to adhere to the guidelines of this ordinance and the applicable laws of the State of Tennessee.

I understand it is my responsibility to ensure that my employees are aware of, and adhere to, all governing ordinances and laws concerning the sale of beer in my establishment.

Business Name & Address: 423 Tavern
2747 W.A.I. Highway
Morristown, Tn. 37814


Signature

Robert E. Lester
Print Name

05-26-2015
Date

LINDA WILDER, HAMBLLEN COUNTY CLERK

LICENSE
0354106

MINIMUM BUSINESS LICENSE AND GROSS SALES RECEIPT, NOT A BILL

COPY

wk03 Drawer: 28 Site: 1
Work Date:

DETACH THIS PORTION FOR CONFIDENTIAL FILE

LINDA WILDER
HAMBLLEN COUNTY CLERK
511 W. 2ND NORTH ST
MORRISTOWN, TN 37814

LICENSE
0354106

MINIMUM BUSINESS LICENSE AND GROSS SALES RECEIPT, NOT A BILL

Mailing

Location

73455 423 TAVERN LLC

KINGSPORT, TN 37664

423 TAVERN L.L.C.

2747 W ANDREW JOHNSON HWY
MORRISTOWN, TN 37814

RONNIE E LESTER
CARI LAWSON

LOCAL ACCOUNT NUMBER 73455
STATE ACCOUNT NUMBER 173856547
TRANSACTION NUMBER
CLASS 02
SALES TAX NUMBER 0

ISSUE DATE 04/27/15
TAX PERIOD 1/1/2014 - 12/31/2014
PAYMENT DUE BY 4/15/2016
EXPIRATION DATE 05/15/2016

TO AVOID PENALTY, INTEREST, AND POTENTIAL ENFORCED COLLECTION ACTION, BUSINESS TAX RETURNS AND PAYMENTS MUST BE REMITTED TO THE TENNESSEE DEPARTMENT OF REVENUE AT LEAST 30 DAYS PRIOR TO THE EXPIRATION DATE OF THIS LICENSE.


IF PAID BY CHECK, THIS LICENSE VALID ONLY AFTER CHECK IS PAID.

THIS LICENSE DOES NOT PERMIT OPERATION UNLESS PROPERLY ZONED, AND/OR IN COMPLIANCE WITH ALL OTHER APPLICABLE LAWS/RULES.

James McAmis
DEPUTY CLERK SIGNATURE wk03 Drawer:28 Site:1

-- POST AT LOCATION OF BUSINESS --
IF BUSINESS CLOSSES, MOVES, OR CHANGES OWNERS, NOTIFY THIS OFFICE

[Return to Agenda](#)

POST AT LOCATION OF BUSINESS	<p align="center">City of Morristown Minimum Business License and Gross Receipt Tax</p> <p align="center">THIS LICENSE EXPIRES 05/15/2016</p>	<p align="right">License Number</p> <p align="right">9343</p>
<div style="display: flex; justify-content: space-between;"> <div> <p>Business Name 423 TAVERN LLC</p> <p>KINGSPORT, TN 37814</p> </div> <div> <p>ID: 9343</p> <p>Location: 2747 W ANDREW JOHNSON HWY</p> </div> </div>		
<p align="center">MINIMUM BUSINESS TAX</p> <p>This is your official notice that if gross receipts tax is not paid within 60 days from above expiration date, a distress warrant may be issued to satisfy the tax dept. Further notification of expiration is not required by law. Please make note of these dates. If paid by check, this license valid only after check is paid. This license does not permit operation unless properly zoned, and/or in compliance with all other applicable laws/rules.</p> <p>Classification: 2</p> <p>Date Issued 04/24/2015</p> <p>By _____</p> <p align="right">Taxing Authority</p>	<div align="center">  <p>City of Morristown P.O. Box 1654 Morristown, Tennessee 37816-1654</p> </div> <div align="right"> <p>Total Tax</p> <p>PAID</p> </div>	



COPY

City of Morristown
Office of the Police Department



LOCAL ARREST HISTORY MORRISTOWN, TN (CITY LIMITS ONLY)

Subject of Inquiry: Kimbrough, Stephanie
Last First Middle
Thomas, Stephanie
Full Maiden Name if Applicable

Date of Birth: 04/16/1971

Address: Street: [REDACTED]
City: Morristown State: Tn Zip Code: 37814
ID Presented: ☐ DL (State) ☒ SSN ☐ Military ☐ Other ID Number: [REDACTED]

☐ Check If Information is same as above

Person Requesting: Gulley, B.
Last First Middle

Date of Birth:

Address: Street: MPD
City: State: Zip Code:
ID Presented: ☐ DL (State) ☐ SSN ☐ Military ☐ Other ID Number:

"I understand this information is regulated by law."

B. Gulley
Signature

- ☐ No Record was found with the name and DOB provided.
☒ The following record was found with the name and DOB provided.

Date	Charges
5-3-13	Violate Life Law
1-24-13	Violate Firearm Possession

☐ Continued on Reverse Side

Employee Processing History

Title

Date: 5-12-15
[Return to Agenda](#)

COPY

Personal Data Report

General Descriptors

Name: KIMBROUGH, STEPHANIE R.

Address: [REDACTED]
MORRISTOWN TENNESSEE

Nick Name:

Phone: [REDACTED]

Race: W - WHITE

DOB: 04/15/1971

Sex: F

Age: 44

Weight:

Eyes:

Height:

Facial:

Hair:

Ethnic: UNKNOWN

Email1:

Email2:

Alt

Address:

Danger

Desc:

Identifying Numbers

DL State: TN

DL #: 086081368

DL Type: I

MID:

FP:

DOC:

FBI:

JRN:

SID:

School

School Name

GED

Grade

Attending

Previous Records

Module / Module Record Id	Record Date	Involvement	Charge(s)	Disposition / Judgment
ARREST 22324-0	03/02/2015	ARRESTEE	VIOLATION REGISTRATION	CITATION
			VIO OF FINANCIAL RESPONSIBILT	CITATION
			SUSPENDED DRIVER'S LICENSE	CITATION

Date: 5-12-15
Return to Agenda



Morristown Police Department

ROGER OVERHOLT
Chief of Police

Hamblen County Sheriff's Dept.
Records Division

May 6, 2015

I am requesting a records check for the purpose of a Beer Permit on the following individuals:

Stephanie Kimbrough DOB: 04-15-1971

SSN: [REDACTED]

Ronnie Lester Jr. DOB: 03/11/1983

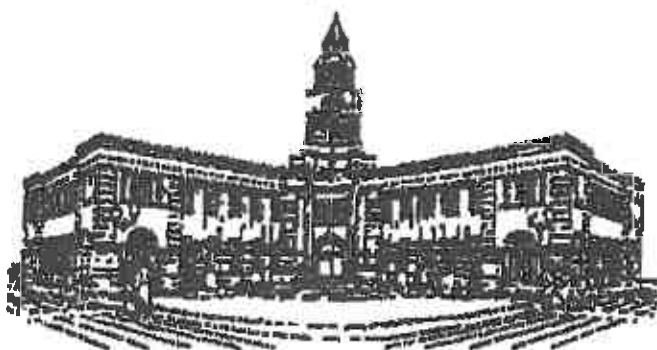
SSN: [REDACTED]

If you have any questions, please give me a call at 423-318-1552 or fax me the results at 423-587-8518.

Thanks in advance for your assistance,

Lt. Billy Bailey
Support Services Supervisor
Morristown Police Department

NO RECORD
MAY 06 2015
HCSD



Morristown Police Department

ROGER OVERHOLT
Chief of Police

Hamblen County Sheriff's Dept.
Records Division

May 6, 2015

I am requesting a records check for the purpose of a Bear Permit on the following individual:

Stephanie Thomas **DOB: 04-15-1971**

SSN: [REDACTED]

If you have any questions, please give me a call at 423-318-1552 or fax me the results at 423-687-8518.

Thanks in advance for your assistance,


Lt. Billy Gulley
Support Services Supervisor
Morristown Police Department

NO RECORD
MAY 11 2015
HCSD
(KS)

Morristown Police Department

ROGER OVERHOLT
Chief of Police



Sullivan County Sheriff's Department
Records Division

May 6, 2015

I am requesting a records check for the purpose of a Beer Permit on the following individuals:

Ronnie E. Lester Jr. DOB: 3-11-83 SSN [REDACTED]

If you have any questions, please give me a call at 423-818-1562 or fax me the results at 423-587-9518.

Thanks in advance for your assistance,

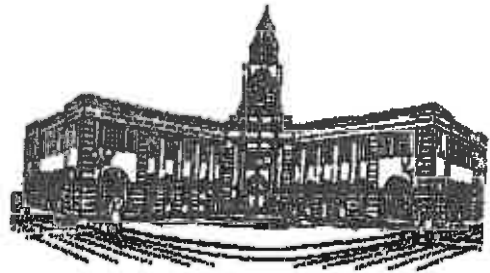
Lt. Billy Gulley,
Support Services Supervisor
Morristown Police Department

NO RECORD FOUND
Sullivan County Sheriff's Office

cc: file

Morristown Police Department

ROGER OVERHOLT
Chief of Police



Kingsport Police Department
Records Division

May 6, 2015

I am requesting a records check for the purpose of a Bear Permit on the following individual:

Ronnie E. Lester Jr. DOB: 3-11-83 SSN: [REDACTED]

If you have any questions, please give me a call at 423-318-1552 or fax me the results at 423-587-9518.

Thanks in advance for your assistance,

Lt. Billy Gulley,
Support Services Supervisor
Morristown Police Department

Kingsport Police Department
Records Division

No Record Found

Records Sup. Alcala
5-6-15

cc: file

P.O. Box 1283 • Morristown, Tennessee 37816-1283 • Phone (423)586-1215 • Fax (423)587-9518

Morristown Police Department

ROGER OVERHOLT
Chief of Police



Bristol Police Department
Records Division

May 6, 2015

I am requesting a records check for the purpose of a Beer Permit on the following individual:

Ronnis E. Lester Jr. DOB: 3-11-83 SSN: [REDACTED]

If you have any questions, please give me a call at 423-310-1652 or fax me the results at 423-687-9518.

Thanks in advance for your assistance,


Lt. Billy Guiley,
Support Services Supervisor
Morristown Police Department

**NO ARREST RECORD FOUND
BRISTOL TN POLICE DEPT.**

DATE MAY - 6 2015

BY Cynthia R. [REDACTED]

cc: file

COPY

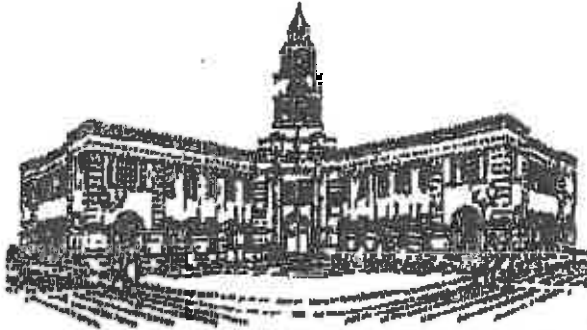
Mobile County Sheriff's Office
Support Services Division - Records Section
310 South Royal Street Mobile, Alabama 36601
Phone: (251) 574-8660 Fax: (251) 574-4723

FAX COVER SHEETDate: May 13, 2015Number of pages, including this cover sheet: 2To: Lt. Billy Gulley - Support Services SupervisorFrom: RecordsConfirmation requested (yes/no)? 251-574-4911

Comments: _____

Operator: Annita Evans Phone Number 251-574-4911

If you do not receive all pages, please call the operator back as soon as possible at the number listed



Morristown Police Department

ROGER OVERHOLT
Chief of Police

Mobile Co. Sheriff's Dept.
Records

May 13, 2015

I am requesting a records check for the purpose of a Beer Permit on the following individual:

Stephanie Regina Kimbrough
Maiden name: Thomas

DOB: 4/15/1971

SSN [REDACTED]

If you have any questions, please give me a call at 423-318-1552 or fax me the results at 423-557-9518.

Thanks in advance for your assistance,

B. Gulley
Lt. Billy Gulley
Support Services Supervisor
Morristown Police Department

Check of all available records in the
Dept. Does not reveal any arrests
of person by this name.

Chris Evans 05/13/2015
Mobile County Sheriff's Dept.



ENID POLICE DEPARTMENT

COPY

To Whom It May Concern:

I hereby certify that a search of records in the Enid Police Department, Enid, Oklahoma, reflects no criminal records on file under

Name: Stephanie Regina Kimbrough

DOB: 4-15-71 SSN # [REDACTED]

Address: _____

Sarah Webb

Enid Police Department - Records Division

Subscribed and sworn before me on this 11 day of May
2015.



Effie L. Babcock
Notary Public

My Commission Expires 4-9-2019

Morristown Police Department

ROGER OVERHOLT
Chief of Police

Virginia State Police Department
Records Division

May 6, 2015



I am requesting a records check for the purpose of a Beer Permit on the following individual:

Ronnie E. Lester Jr. DOB: 3-11-88 SS [REDACTED]

Record Found

If you have any questions, please give me a call at 423-318-1552 or fax me the results at 423-587-9518.

**** Please contact Virginia
Department of Motor Vehicles at
(804) 497-7100 for information
regarding traffic violations.**

Thanks in advance for your assistance,

Lt. Billy Gulley,
Support Services Supervisor
Morristown Police Department

**RESPONSE BASED ON COMPARISON OF
REQUESTOR FURNISHED INFORMATION AGAINST
A MASTER ADULT NAME INDEX CONTAINED IN THE
FILES OF THE VIRGINIA STATE POLICE
CENTRAL CRIMINAL RECORDS EXCHANGE ONLY.
THE RESULTS OF THIS FILE SEARCH IS BASED
ON A NAME SEARCH ONLY AND HAS NOT
BEEN SUBSTANTIATED BY FINGERPRINT
COMPARISON**

A search of our Field Activity Computerized Tracking System (FACTS) and the Law Enforcement Activity Management System (LEAMS) yielded negative results for the existence of an incident or investigative report based on the name and DOB provided.

cc: file

May 6, 2016 10:29:58 AM

Printed By: BEATON, GLINDA from: MSAE

Received Time: 10:30:09 05-06-15 Source ORI: VAVSP01R1
Summary: FREE: FRE=QAP..SID/VA1169822P
View Message Details
Message Accepted - MSAE 00012 at 05/06/15 10:30:09
UNQ1
MRI-190793

Received Time: 10:30:10 05-06-15
Summary: FREE: FRE=QAP..SID/VA1169822P
View Message Details

VCIN REPLY

VAVSP01R1

THE FOLLOWING RECORD PERTAINS TO SID/VA1169822P

VIRGINIA CRIMINAL RECORD 05/06/2015 PART 1

SID: VA1169822P FBI: 302695CD5

NAMES RECORDED IN VIRGINIA FILES: SEX RACE DATE OF BIRTH
LESTER RONNIE EUGENE JR M W 03/11/1983

HEIGHT WEIGHT EYES HAIR SCARS/MARKS/TATTOOS
5'09" 170 BLU BRO

LAST REPORTED ADDRESS: RT1 BOX 100A DUFFIELD
DUFFIELD, VA 24244

PLACE OF BIRTH: TAKEWELL CO

SOCIAL SECURITY NO(S):

CONTRIBUTOR/CASE	DATE	CHARGE/DISPOSITION
SO LEE CO VA ORI:VA0520000	11/14/2008	FINGERPRINTED PHOTO:Y PALMS:Y
	11/14/2008	CHARGED WITH
	#001	FELONY 18.2-102 LAR-2412-F6
OTN:105JM4550802246		UNAUTHORIZED USE: ANIMAL/VEHICLE/ETC,LARCENY>200
	LEE CO	11/13/2008
LEE CO JDR CT ORI:VA052023J	12/09/2008	NOLLE PROSSED LAR-2412-F6
CCN:105JA0052610100*		
DCN:L024485		

*DISPOSITION ELECTRONICALLY TRANSFERRED BY COURT OF JURISDICTION

RECORD AUTOMATED: 11/14/2008 LAST RECORD UPDATE: 01/25/2009

ALL ARREST ENTRIES CONTAINED IN THIS RECORD ARE BASED ON FINGERPRINT COMPARISON
AND PERTAIN TO THE SAME INDIVIDUAL.

*** CAUTION ***

May 6, 2015 10:29:58 AM

Printed By: BEATON, GLINDA from: MSAE

THIS RESPONSE IS BASED ON COMPARISON OF REQUESTOR FURNISHED INFORMATION AGAINST DATA CONTAINED IN THE FILES OF THE VIRGINIA STATE POLICE CRIMINAL RECORDS EXCHANGE ONLY AND DOES NOT PRECLUDE THE EXISTENCE OF OTHER CRIMINAL HISTORY INFORMATION WHICH MAY BE CONTAINED IN THE REPOSITORY OF OTHER LOCAL, STATE OR FEDERAL CRIMINAL JUSTICE AGENCIES.

CHANGES TO THIS RECORD MAY BE IN PROCESS. A NEW INQUIRY SHOULD BE MADE FOR SUBSEQUENT USE. THE CRIMINAL HISTORY RECORD INFORMATION CONTAINED IN THIS RESPONSE IS DISSEMINATED FOR CRIMINAL JUSTICE PURPOSES ONLY. THE INQUIRER IS RESPONSIBLE FOR MAINTAINING AN AUDIT TRAIL ON ALL SECONDARY DISSEMINATION OF ANY OF THIS INFORMATION.

*** UNAUTHORIZED DISSEMINATION WILL SUBJECT THE DISSEMINATOR TO CRIMINAL AND CIVIL PENALTIES. ***

THIS IS A SINGLE-SOURCE RECORD. NO ADDITIONAL CRIMINAL HISTORY INFORMATION IS INDEXED IN NCIC-III FOR OTHER STATE OR FEDERAL OFFENSES.

END OF RECORD

MRI 190797 IN: UNQ1 10989 AT 06MAY2015 10:30
OUT: MSAE 22 AT 06MAY2015 10:30

4.

COPY

X Stephanie Kimbrough

Monroeville TN 37814

5135 Mt. St. St.

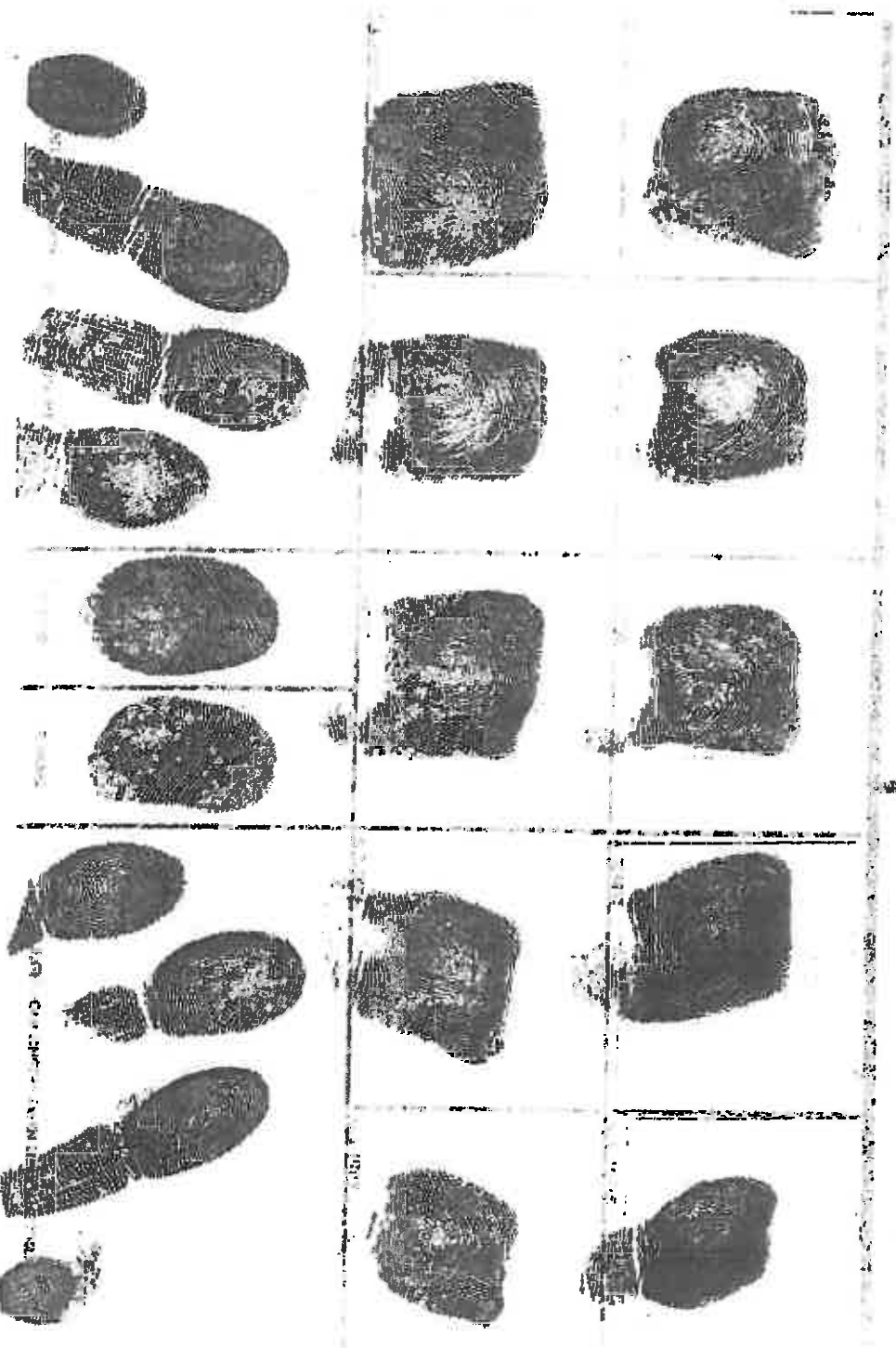
Kimberly Stephanie Resine

US

F N 54' 220 BC BR Mobile AL

04 15 1981

Return to Agenda



COPY

X *[Signature]*

Kingport TN 37664

5-13-75

Michl B.

Lester Ronnie Eugene, Jr

US

MW 5'4" 180 BT Black VA

03 11 198

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