

RESOLUTION NO. 154

**RESOLUTION AUTHORIZING
MOUNT CARMEL/HAWKINS SENIOR CITIZENS' CENTER, INC.
FUNDING AGREEMENT and LEASE AGREEMENT**

- WHEREAS, the fiscal year 1997/1998 General Fund Budget has appropriated certain funds to provide financial assistance to the Mount Carmel/Hawkins County Senior Citizens' Center, Inc.; and
- WHEREAS, Mount Carmel Municipal Code Section 1-202 authorizes the Mayor to enter into contracts; and
- WHEREAS, the Town of Mount Carmel wishes to enter into a funding agreement with the Mount Carmel/Hawkins County Senior Citizens' Center, Inc.; and
- WHEREAS, the Town of Mount Carmel wishes to enter into a lease agreement for the use of municipal facilities by the Mount Carmel/Hawkins County Senior Citizens' Center, Inc.; and
- WHEREAS, it is in the best interest of the citizens of the Town of Mount Carmel, Tennessee, to enter into such an agreements and provide such funding;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR
and ALDERMEN OF THE TOWN OF MOUNT CARMEL, TENNESSEE,**
as follows:

- SECTION I.** The Mayor for the Town of Mount Carmel, Tennessee, is authorized to execute on behalf of the Town the FUNDING AGREEMENT attached hereto as Exhibit A, and the LEASE AGREEMENT attached hereto as Exhibit B;
- SECTION II.** This Resolution shall take effect upon its passage as the law requires.

A D O P T E D this the _____ day of July, 1997.

JAMES L. DEAN, Mayor

ATTEST:

NANCY CARTER, Recorder

APPROVED AS TO FORM:



LAW OFFICE OF MICHAEL A. FAULK

AYES	_____
NAYS	_____
OTHER	_____

AGREEMENT

Between

THE TOWN OF MOUNT CARMEL, TENNESSEE

and

MT. CARMEL - HAWKINS COUNTY SENIOR CITIZENS' CENTER, INC.

LEASE AGREEMENT

THIS LEASE, made and entered into as of this 1st day of July, 1997, by and between the Town of Mount Carmel, a municipal corporation (herein called "Landlord"), and the Mt. Carmel - Hawkins County Senior Citizens' Center, Inc., a non-profit corporation (herein called "Tenant").

WITNESSETH:

THAT, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the Parties do hereby agree as follows:

1. **Premises.** Landlord does hereby lease to Tenant and Tenant leases from Landlord that certain space on the second floor in the building known as City Hall. Tenant shall have, subject to the rights of Landlord to enter to inspect, maintain and repair, exclusive occupancy of an office and storage room, and use during the hours of 8:00 a.m. and 3:00 p.m. Monday through Friday of the auditorium, kitchen and restroom facilities (herein called "Premises"). Upon request to Landlord, Tenant may have use of the Premises outside of said hours so long as it has not been previously scheduled for use by another, on such terms and conditions as Landlord may establish from time to time. Furnishings and equipment as stated in the attached inventory (EXHIBIT "A") are located on the Premises. Said Premises are located in the Town of Mount Carmel, Hawkins County, Tennessee.

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

2. **Term.** The term of this Lease shall be until June 30, 1998, and shall commence to run on July 1, 1997. This Lease shall be extended without any further instrument providing the Lease is not terminated for other reasons as stated herein.
3. **Use.** Tenant shall use the Premises for Senior Citizens Center-related activities including office functions, classes, workshops, receptions, exhibits, meetings, and fund-raising activities and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.
4. **Rent.** Tenant agrees to pay to Landlord as Rent, without notice or demand, the annual amount of TWELVE DOLLARS (\$12.00), payable in monthly installments of ONE DOLLARS (\$1.00) Dollar, in advance, on or before the first day of each and every successive calendar month during the term hereof. The amount of rent is subject to change at each renewal.
5. **Uses Prohibited.** Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents, or cause a cancellation of any insurance policy covering said building or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of City Hall, or injure or annoy them or use or allow the Premises to be used for any unlawful purpose. Building Policies, as set forth by the Board of Mayor and Alderman, shall govern all building usage. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. Nor shall Tenant commit, or allow to be committed, any waste in or upon the Premises.
6. **Compliance with Law.** Tenant shall not use the Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment or any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.
7. **Repairs and Alterations.** Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall coverings, paneling and built-in cabinet work, movable furniture and trade fixtures, shall at once become a part of the realty and belong to the

Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the term hereof, Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alteration, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

Tenant shall, at its sole cost and expense, keep the Premises and every part thereof in good condition and repair, and Tenant shall provide and pay for regular custodial services.

8. **Surrendered Premises.** By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.
9. **Liens.** Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.
10. **Assignment and Subletting.** Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, members and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent need not be given and shall be at Landlord's sole and absolute discretion. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.
11. **Hold Harmless.** Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from

all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises.

12. **Liability Insurance.** Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for injury or death of one person in any one accident or occurrence and in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for injury or death of more than one person in any one accident or occurrence. The limit of any such insurance shall not, however, limit the liability of the Tenant hereunder. Insurance required hereunder shall be in companies reasonably acceptable to Landlord.
13. **Rules and Regulations.** Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant.
14. **Holding Over.** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, then Tenant's occupancy subsequent to such expiration shall be deemed that of a tenant at will, and in no event a tenant from month to month.
15. **Entry by Landlord.** Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect or maintain the same, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors, including the office and storage room to which Tenant has exclusive occupancy, in order to obtain entry to the Premises without liability to Tenant.
16. **Parking and Common Areas.** All parking and common areas and other common facilities made available by Landlord in or about City Hall shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect

and install within said areas, planters, sculpture, or otherwise.

The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, and regulations as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas.

IN WITNESS WHEREOF, the Parties hereto executed this Lease on the day and date first above written.

**MT. CARMEL - HAWKINS COUNTY
SENIOR CITIZENS' CENTER, INC.**

by: _____

Authorized Representative

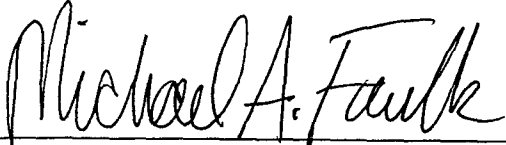
TOWN OF MOUNT CARMEL

JAMES L. DEAN
Mayor

ATTEST:

NANCY CARTER, City Recorder

APPROVED AS TO FORM:



MICHAEL A. FAULK, City Attorney

AGREEMENT

Between

THE TOWN OF MOUNT CARMEL, TENNESSEE

and

MT. CARMEL - HAWKINS COUNTY SENIOR CITIZENS' CENTER, INC.

FUNDING AGREEMENT

THIS AGREEMENT made and entered into as of this 1st day of July, 1997, by and between the Town of Mount Carmel, hereinafter called "TOWN", and the Mt. Carmel - Hawkins County Senior Citizens' Center, Inc., hereinafter called "SENIOR CENTER".

W I T N E S S E T H:

WHEREAS, SENIOR CENTER is a not-for-profit agency as defined by Tennessee Code Annotated §§6-54-111 and 48-51-101 et seq., and is eligible to receive funds for this purpose; and

WHEREAS, TOWN is authorized by Tennessee Code Annotated §6-54-111 et seq., and the official compilation of the Rules and Regulations of the State of Tennessee, Rules of the Comptroller of the Treasury, Division of Special Audit, chapter 0380-3-7, relating to Standard Procedures for Appropriating and Disbursing Municipal Funds to Non-Profit Charitable Organization, to provide financial assistance to nonprofit organizations and not-for-profit corporations; and

WHEREAS, SENIOR CENTER has requested financial assistance pursuant to said Sections which TOWN has approved; and

WHEREAS, the parties want to set forth the terms and conditions with respect to the use of funds to be provided.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. **PURPOSE OF THE AGREEMENT.** The purpose of this Agreement is to help provide a senior citizens center for senior citizens in the Mount Carmel area and to state the terms and conditions upon which financial assistance will be provided by TOWN and the manner in which the project will be carried out by SENIOR CENTER.

2. DESCRIPTION OF THE PROJECT.

SENIOR CENTER agrees to perform the following:

- A. Information and Referral as described in the Tennessee Commission on Agency Services Description
 - B. Outreach as described in the Tennessee Commission on Agency Services Description
 - C. Education as described in the Tennessee Commission on Agency Services Description
 - D. Health Screening (activities) as described in the Tennessee Commission on Agency Services Description
 - E. Physical Fitness as described in the Tennessee Commission on Agency Services Description
 - F. Recreation as described in the Tennessee Commission on Agency Services Description
 - G. Telephone Reassurance as described in the Tennessee Commission on Agency Services Description
 - H. Visiting as described in the Tennessee Commission on Agency Services Description
3. **MAXIMUM PAYMENT.** It is expressly understood and agreed that the total amount to be paid by TOWN to SENIOR CENTER under this Agreement shall not exceed ELEVEN THOUSAND SEVEN HUNDRED FORTY DOLLARS (\$11,740.00) without additional express appropriation by the Board of Mayor and Aldermen of the Town of Mount Carmel, Tennessee.
4. **REQUEST FOR REIMBURSEMENT.** SENIOR CENTER shall request reimbursement from TOWN on a monthly basis using forms and procedures specified by TOWN, by certified statement of the actual expenses incurred or the purpose for which the advance is requested.
5. **REIMBURSEMENT BY TOWN.** TOWN will honor all requests for reimbursement of monies expended in the performance of the services set forth in Paragraph 2 of this agreement; for the cost of the general liability insurance required by the lease agreement of even date between the parties; and no other purpose without the written authorization of TOWN, up to the amount stated in paragraph 3 provided that SENIOR CENTER is complying with its obligations provided herein. However, reimbursement of any cost pursuant to this Section shall not constitute a final

minutes of BMA 7/24/1997

4.

D. COMPENSATION PAY/TIME

THE TOWN AT THIS TIME HAS NO WRITTEN POLICY ON COMP TIME BUT HAS MADE PAST PAYMENTS WITHOUT BOARD APPROVAL. ATTORNEY FAULK DISCUSSED THE FAIR LABOR STANDARDS ACT WITH REGARD TO COMP TIME. HE FELT THE BOARD NEEDED TO DECIDE WHAT THE POLICY WOULD BE IN THE FUTURE AND RULE ON THE PAYMENT REQUEST FOR COMP TIME FROM FORMER CITY ADMINISTRATOR HAEFELE AND FORMER POLICE CHIEF BENNETT.

ALDERMAN VAUGHN MOVED TO DISAPPROVE MR. HAEFELE AND MR. BENNETT'S REQUEST FOR REIMBURSEMENT FOR COMP TIME. ALDERMAN ALLEY SECOND. A ROLL CALL VOTE WAS CONDUCTED AND ALL ALDERMEN VOTED YES.

PASSED

DISCUSSION FOLLOWED. ALDERMAN VAUGHN MOVED TO NOT ALLOW COMP TIME FOR ANY EMPLOYEE EXCEPT EXEMPT EMPLOYEES ACCORDING TO FAIR LABOR STANDARDS. MOTION DIED DUE TO LACK OF A SECOND.

THE BOARD DECIDED TO HAVE A WORKSHOP LATER TO DISCUSS COMP TIME.

E. RESOLUTION NO. 154. RESOLUTION AUTHORIZING MT. CARMEL/HAWKINS SENIOR CITIZENS' CENTER, INC. FUNDING AND LEASE AGREEMENT

ALDERMAN VAUGHN MOVED TO APPROVE RESOLUTION NO. 154. ALDERMAN WOLFE SECOND. A ROLL CALL VOTE WAS CONDUCTED AND ALL ALDERMEN VOTED YES.

PASSED

OLD BUSINESS

A. ORDINANCE NO. 176. AN ORDINANCE TO RECLASSIFY CERTAIN TERRITORY FROM R-1 LOW DENSITY RESIDENTIAL TO R-3 (JOHNSON PROPERTY) (SECOND READING)

ALDERMAN WOLFE MOVED TO BRING ORDINANCE 176 TO THE FLOOR FOR DISCUSSION. ALDERMAN CHRISTIAN SECOND. ALL APPROVED.

ALDERMAN VAUGHN FELT THE ORDINANCE SHOULD BE DENIED UNTIL THE POSSIBLE DRAINAGE PROBLEMS AND STREET IMPROVEMENTS ARE STUDIED. A