

A G E N D A

FARRAGUT BOARD OF MAYOR AND ALDERMEN

January 9, 2014

BMA MEETING

7:00 PM

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. December 12, 2013
- VI. Ordinances**
 - A. Public Hearing and Second Reading
 - 1. Ordinance 13-25, ordinance to amend the text of the Farragut Municipal Code, Title 4, Chapter 3. Personnel Committee, to delete Section 4-308 in its entirety
- VII. Business Items**
 - A. Approval of Resolution R-2014-01, Appointment of Town of Farragut Municipal Judge
 - B. Approval of Commercial Lease Agreement with Harriet Williams for property located at 101 N. Campbell Station Road
- VIII. Town Administrator's Report**
- IX. Attorney's Report**

MINUTES

FARRAGUT BOARD OF MAYOR AND ALDERMEN

December 12, 2013

BMA MEETING

7:00 PM

- I. Approval of Agenda**
- II. Silent Prayer, Pledge of Allegiance, Roll Call**
- III. Mayor's Report**
 - A. Town Hall Energy Assessment
- IV. Presentation of Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2013**
- V. Citizens Forum**
- VI. Approval of Minutes**
 - A. November 19, 2013
- VII. Ordinances**
 - A. Public Hearing and Second Reading
 - 1. **Ordinance 13-24**, ordinance to amend Ordinance 13-19 Fiscal Year 2014 Budget
 - B. First Reading
 - 1. **Ordinance 13-25**, ordinance to amend the text of the Farragut Municipal Code, Title 4, Chapter 3. Personnel Committee, to delete Section 4-308 in its entirety
- VIII. Business Items**
 - A. Resolution R-2013-08, to Establish an Occupational Safety and Health Program
 - B. Approval of Revised Personnel Committee Charter
 - C. Resolution R-2013-09, Shop Farragut Program
 - D. Approval for Certificate of Compliance for DSJJ LLC. Dba Campbell Station Wine & Spirits
 - E. Approval of Request of access to Sonja Drive associated with a resubdivision plat involving the property at 11225 Sonja Drive (Donald Fendley, Applicant)
 - F. Approval of Contract for Softball Field Fencing Installation
 - G. Approval of Rental Agreement for Property at 101 N. Campbell Station Road
- IX. Town Administrator's Report**
- X. Attorney's Report**

The Farragut Board of Mayor and Aldermen met in a regular session on Thursday, December 12, 2013 at 7:00 p.m. Members present were Mayor McGill, Aldermen Elliott, LaMarche and Markli; Alderman Honken was absent.

Approval of Agenda

Motion was made to approve the agenda with the postponement of item VIII. G, Rental Agreement at 101 N. Campbell Station Road. Moved by Alderman LaMarche, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Elliott, LaMarche and Markli; no nays; Alderman Honken was absent; motion passed.

Mayor's Report

Lori Saal, Sustainability Coordinator, and interns from UT presented the Town Hall Energy Assessment.

Presentation of Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2013

Mark Lund, Ingram, Overholt and Bean, presented the FY2013 Financial report.

Citizens Forum

Harry Tucker, 12732 Ackley Circle, addressed the board with concerns about the Everett Road widening project.

Approval of Minutes

Motion was made to approve the minutes of November 19, 2013 as presented. Moved by Alderman LaMarche, seconded by Alderman Markli; voting yes, Aldermen Elliott, LaMarche and Markli; Mayor McGill abstained; no nays; Alderman Honken was absent; motion passed.

Ordinances

Public Hearing and Second Reading

Ordinance 13-24, ordinance to amend Ordinance 13-19 Fiscal Year 2014 Budget

Motion was made to approve Ordinance 13-24 on second and final reading. Moved by Alderman Elliott, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Elliott, LaMarche and Markli; no nays; Alderman Honken was absent; motion passed.

First Reading

Ordinance 13-25, ordinance to amend the text of the Farragut Municipal Code, Title 4, Chapter 3. Personnel Committee, to delete Section 4-308 in its entirety

Motion was made to approve Ordinance 13-25 on first reading. Moved by Alderman LaMarche, seconded by Alderman Elliott; voting yes, Mayor McGill, Aldermen Elliott, LaMarche and Markli; no nays; Alderman Honken was absent; motion passed.

Business Items

Resolution R-2013-08, to Establish an Occupational Safety and Health Program

Motion was made to approve Resolution R-2013-08. Moved by Alderman Elliott, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Elliott, LaMarche and Markli; no nays; Alderman Honken was absent; motion passed.

Approval of Revised Personnel Committee Charter

Motion was made to approve the revised Personnel Committee Charter. Moved by Alderman LaMarche, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Elliott, LaMarche and Markli; no nays; Alderman Honken was absent; motion passed.

Resolution R-2013-09, Shop Farragut Program

Motion was made to approve Resolution R-2013-09. Moved by Alderman Elliott, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen Elliott, LaMarche and Markli; no nays; Alderman Honken was absent; motion passed.

Approval for Certificate of Compliance for DSJJ LLC. Db a Campbell Station Wine & Spirits

Motion was made to approve the Certificate of Compliance for DSJJ LLC. Db a Campbell Station Wine & Spirits. Moved by Mayor McGill, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen Elliott, LaMarche and Markli; no nays; Alderman Honken was absent; motion passed.

Approval of Request of access to Sonja Drive associated with a resubdivision plat involving the property at 11225 Sonja Drive (Donald Fendley, Applicant)

Motion was made to establish a joint access easement and center on the two side property lines so there is no net increase in the number of access points onto Sonja Drive. Moved by Alderman Markli, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen Elliott, LaMarche and Markli; no nays; Alderman Honken was absent; motion passed.

Approval of Contract for Softball Field Fencing Installation

Motion was made to approve the contract with Loudon County Fence Company in the amount of \$106,479 for field fencing installation. Moved by Alderman Elliott, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen Elliott, LaMarche and Markli; no nays; Alderman Honken was absent; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, announced that the staff Christmas lunch would be December 13.

Vice-Mayor LaMarche announced that the TML District 2 meeting would be held January 8 in Kingston.

Attorney's Report

The Board recessed for an executive session at 8:20 PM.

The Board reconvened at 9:10 PM.

Tom Hale, Town Attorney, announced that there was no deliberation or action during the executive session.

Meeting adjourned at 9:12 PM.

Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Janet Curry, Human Resources Manager

SUBJECT: Approval of Ordinance 13-25, ordinance to amend the text of the Farragut Municipal Code, Title 4, Chapter 3. Personnel Committee, to delete Section 4-308 in its entirety

INTRODUCTION: In November 2012, the Board of Mayor and Alderman approved the updated *Human Resources Policies and Procedures*. The update included revisions to the complaint and disciplinary appeal procedure. These revisions necessitate corrections in both the Municipal Code and the Personnel Committee Charter.

BACKGROUND: The Board adopted *Chapter 3. Personnel Committee* as part of *Title 4 of the Municipal Code* in 1985. According to Mary Lou Koepp, retired Town Recorder, the Town had four or five employees. *Chapter 3* includes sections on the following topics: committee appointments, removal of members, compensation of members, duties and responsibilities of members, expenditures, the appointment of chairmen, meetings, and *Section 4-308*.

Grievance Committee. Section 4-308 reads as follows:

In accordance with the Farragut Personnel Policies, the Personnel Committee shall serve as the employee Grievance Committee.

DISCUSSION: The Board expressed there will concerning employee complaints and disciplinary appeals through the approval of the *Human Resources Policies and Procedures*. These recommended changes to the *Town Municipal Code* and the *Personnel Committee Charter* are solely to provide consistency throughout our Town documents.

PROPOSED MOTION: Approval of Ordinance 13-25 on second and final reading.

BOARD ACTION:

MOTION BY: _____ **SECONDED BY:** _____

<u>VOTE/TOTAL</u>	<u>ELLIOTT</u>	<u>LAMARCHE</u>	<u>MARKLI</u>	<u>HONKEN</u>	<u>MCGILL</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

ORDINANCE: 13-25
PREPARED BY: Myers
REQUESTED BY: Curry
1ST READING: December 12, 2013
2ND READING: January 9, 2014
PUBLISHED IN: _____
DATE: _____

**AN ORDINANCE TO AMEND TITLE 4. MUNICIPAL PERSONEL, CHAPTER 3,
SECTION 4-308, GRIEVANCE COMMITTEE**

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to amend Title 4, Chapter 3, Section 4-308, Grievance Committee, of the Farragut Municipal Code,

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Municipal Code is hereby amended as follows:

SECTION 1.

The Farragut Municipal Code, Title 4. Municipal Personnel, Chapter 3, Section 308, Grievance Committee, is amended by deleting Section 4-308 in its entirety.

SECTION 2.

This ordinance shall take effect from and after its final passage and publication, the public welfare requiring it.

Ralph McGill, Mayor

Allison Myers, Town Recorder

AGENDA NUMBER VII.A.

MEETING DATE January 9, 2014

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder 

SUBJECT: Resolution R-2014-01, Appointment of Town of Farragut Municipal Judge

INTRODUCTION:

In accordance with the Town of Farragut Municipal Code section 3-102 the office of municipal judge shall be filled by a resolution of appointment by the Board of Mayor and Aldermen.

BACKGROUND:

Any person appointed to the office of municipal judge shall hold a baccalaureate degree from an accredited college or university; shall be at least thirty years of age, and have been a resident of the town for a period of one year preceding election to office.

The normal term of office for any officer appointed pursuant of section 3-105 shall be for one year and such officer shall continue to serve thereafter until such officer's successor has been appointed and is sworn in unless otherwise provided.

DISCUSSION:

Lucinda Troyer, current Municipal Judge, has agreed to serve another term. No other applicants have applied for this appointment.

RECOMMENDATION BY:

Allison Myers, Town Recorder

PROPOSED MOTION:

Motion to approve Resolution R-2014-01, Appointment of the Town of Farragut Municipal Judge.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

<u>VOTE/TOTAL</u>	<u>ELLIOTT</u>	<u>HONKEN</u>	<u>LAMARCHE</u>	<u>MARKLI</u>	<u>MCGILL</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



TOWN OF FARRAGUT

RESOLUTION R-2014-01

APPOINTMENT OF MUNICIPAL JUDGE

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, wishes to appoint a Municipal Judge, and

WHEREAS, the level of compensation of the Municipal Judge may be set by the Board of Mayor and Aldermen,

NOW, THEREFORE, BE IT RESOLVED that _____ is hereby appointed effective February 1, 2014 as municipal judge to a term ending January 31, 2015, or thereafter until a successor Municipal Judge has been appointed and been sworn in, and shall be paid compensation of \$100 per session of the Farragut Municipal Court.

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 9th day of January 2014.

Ralph McGill, Mayor

Allison Myers, Town Recorder

AGENDA NUMBER VII.B.

MEETING DATE January 9, 2014

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator 

SUBJECT: Approval of Commercial Lease Agreement with Harriet Williams for property located at 101 N. Campbell Station Road

INTRODUCTION: The purpose of this agenda item is to consider approval of a commercial lease agreement with Harriet Williams, the owner of Dog Days Canine Playschool, located at 101 N. Campbell Station Road.

BACKGROUND: The Town of Farragut officially closed and became the property owners of the former Russell House and surrounding property on November 8, 2013. Along with the historic Russell home there is also a former dairy barn on the property that has been leased to numerous tenants over the years and at one time was the location of the Town of Farragut town hall.

DISCUSSION: The current tenant of the former dairy barn is Harriet Williams, who has operated the Dog Days Canine Playschool from this location for approximately ten years. Since the Town is now the owner of the property, we have provided Ms. Williams a new lease agreement which provides for a month-to-month arrangement with 90 day's notice of either party to terminate the lease. The agreement also provides the tenant to pay the Town \$1,500/month in rent and that the tenant is responsible for repairs to the building.

The execution of this agreement will allow the tenant to continue her business on the property while the Town undergoes the task of hiring an architect and working on future decisions about renovations and any site changes to the property.

PROPOSED MOTION: To approve the attached Commercial Lease Agreement between the Town of Farragut and Harriet Williams for the property located at 101 N. Campbell Station Road.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

<u>VOTE/TOTAL</u>	<u>ELLIOTT</u>	<u>LAMARCHE</u>	<u>MARKLI</u>	<u>HONKEN</u>	<u>MCGILL</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Agreement") entered into this the _____ day of _____, 2013, to be effective as of the 8th day of November, 2013, by and between **The Town of Farragut**, a Tennessee municipal corporation (the "Town") and **Harriet Williams**, a citizen and resident of Knox County, Tennessee (the "Tenant").

WHEREAS, Tenant was a month-to-month tenant of members of the Russell family at its business location at _____ (the "Premises") pursuant to that certain Commercial Lease Agreement dated February 1, 2007, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the Premises were recently sold to the Town at a closing on November 7, 2013; and

WHEREAS, pending the sale of the Premises to the Town, Tenant was given written notice by members of the Russell Family of the termination of its tenancy of the Premises; and

WHEREAS, the Town and Tenant desire to memorialize the terms and conditions upon which the Tenant's month-to-month tenancy would continue as the Town makes plans and preparations for its long-term use of the Premises and adjacent land that it now owns.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements contained herein, the parties hereby agree as follows:

1. **Term.** The Town hereby leases the Premises to Tenant from and after November 7, 2013 on a month-to-month basis. The Town is currently engaged in making plans and preparations for its long-term use of the premises and it cannot commit to Tenant how much time will pass before the Town's needs will require it to have sole possession of the Premises. Tenant agrees to begin a search for new premises to which to relocate its business. The Town agrees to give Tenant as much advance notice of termination of this tenancy as possible, but shall only be required hereunder to given Tenant sixty (90) days written notice prior to the date that the tenancy is terminated and Tenant is required to vacate the premises. Tenant agrees to vacate the premises within sixty (90) days of receipt of notice from the Town of its desire to terminate this tenancy unless the written notice expressly grants Tenant more time to vacate the Premises. Tenant shall have the right to terminate this tenancy and vacate the Premises at any time, provided that it gives the Town written notice of its intent to terminate and the actual date it will vacate the Premises.

2. **Rental.** Upon the execution of this Commercial Lease Agreement, Tenant shall pay the Town rental of One Thousand One Hundred and Fifty (\$1,150) Dollars for the period of occupancy from November 8, 2013 through November 30, 2013. Thereafter, by the 10th day of each month, Tenant agrees to pay the Town One Thousand Five Hundred (\$1,500) Dollars per month for each month during the duration of this tenancy. Should Tenant occupy the Premises for a portion of a month, it shall pay the Town Fifty (\$50) Dollars per day for each day it or its property occupies the Premises.

3. **Other Terms.** The parties incorporate by reference the following provisions of the Commercial Lease Agreement that is attached hereto as **Exhibit A**:

3. Use
4. Sublease and Assignment
6. Alterations and Improvements
8. Insurance (B) and (C)
9. Utilities
10. Signs
11. Entry
12. Parking
13. Building Rules
15. Default
16. Quiet Possession
18. Subordination
21. Brokers
22. Waiver
23. Memorandum of Lease
24. Headings
25. Successors
27. Performance
28. Compliance with Law
29. Final Agreement
30. Governing Law
31. Other terms and conditions

In any of the foregoing paragraphs where "Landlord" is referred to, said reference shall be amended to substitute "Town" in place thereof.

4. **Repairs.** During the lease term, Tenant shall make, at Tenant's expense, all repairs to the Premises and the improvements (i.e. building, etc.) making up part of the Premises as Tenant deems necessary. The Town acquired the Premises on an "as is, where is, with all faults" basis, and it is leasing the Premises to Tenant on the same basis. The Town will make no repairs to the Premises, even if the need for repairs make the Premises uninhabitable.

5. **Property Taxes.** The Town is not subject to property taxes on property that it owns and will not pay any property taxes levied upon the Premises. If property taxes are levied upon the Premises by reason of Tenant's use of same, Tenant shall pay such property taxes before they become delinquent.

6. **Damage and Destruction.** If the Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structure defects that the same cannot be used for Tenant's purposes, then this tenancy shall terminate and Tenant shall immediately vacate the Premises.

7. **Notice.** Any notice required or permitted under this lease shall be deemed sufficiently given if sent by United States certified mail, return receipt requested, addressed as follows:

If to Town to:

Town Administrator
Town of Farragut
11408 Municipal Center Drive
Farragut, TN 37934

If to Tenant to:

Harriet Williams
690 Shadywood Lane
Knoxville, TN 37932

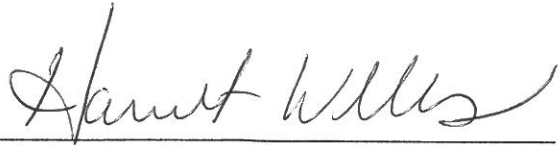
IN WITNESS WHEREOF, the parties have executed this lease to be effective as of the 8th day of November, 2013.

TOWN:

The Town of Farragut

Dr. Ralph McGill, Mayor

TENANT:



Harriet Williams

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective February 1, 2007, by and between Anna M. Russell, Ann R. Owens and Charles A. Russell, Trustees ("Landlord") and Harriet Williams ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 101 N. Campbell Station Road, Knoxville, TN 37934 (formerly the Russell Dairy building, 11401 Kingston Pike).

Landlord makes available for lease approximately 3400 square feet of Building currently occupied by "Dog Days Canine Playschool" (the "Leased Premises") and described on Exhibit A to this Lease. The Leased Premises do not include the northern side of the building that the Landlord is currently using for storage and also do not include the garage areas and the unfinished loading areas on the north side of the building. Tenant is permitted the nonexclusive use of the hallway and door leading to the carport area of the premises, solely for the purpose of permitting access to the carport area.

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning February 1, 2007, and ending January 31, 2008. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

2. Rental.

Tenant shall pay to Landlord during the Initial Term rental of eighteen thousand (\$18,000.00) per year, payable in installments of one thousand five hundred dollars (\$1,500.00) per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 1050 Chantilly Drive, Alpharetta, GA 30004 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of one thousand five hundred dollars (\$1,500.00). Payments not paid by the due date shall bear interest at 10% per annum until paid.

3. Use

Tenant may use the Leased Premises only exclusively for conduct of a Canine Daycare business under the trade name of Dog Days Canine Playschool which trade name shall be used throughout the duration of the lease. The Leased Premises shall be used for other purposes only with the express written consent of the Landlord.

Notwithstanding the foregoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other party of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises. **Note: The Landlord is not responsible for and will not provide fire or casualty insurance for the tenant's personal property or to defend the tenant against liability claims.**

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges.

Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Until and unless written rules are provided, no parking is permitted in the area between the Building and the main (Campbell) house or the paved area to the East of the Building, and no ingress or egress is permitted in these areas.

13. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all rules and changes thereto will be sent by Landlord to Tenant in writing. Any rules provided pursuant to this paragraph shall be incorporated herein for all purposes.

14. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

15. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. Security Deposit.

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the

Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

20. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Charles A. Russell
1050 Chantilly Drive
Alpharetta, GA

If to Tenant to:

Harriet Williams
690 Shadywood Lane
Knoxville, TN 37923

With a copy to:

Ann R. Owens
56 Churchill Drive
Longmeadow, MA 01106

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

22. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

30. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Tennessee.

31. Other Terms and Conditions.

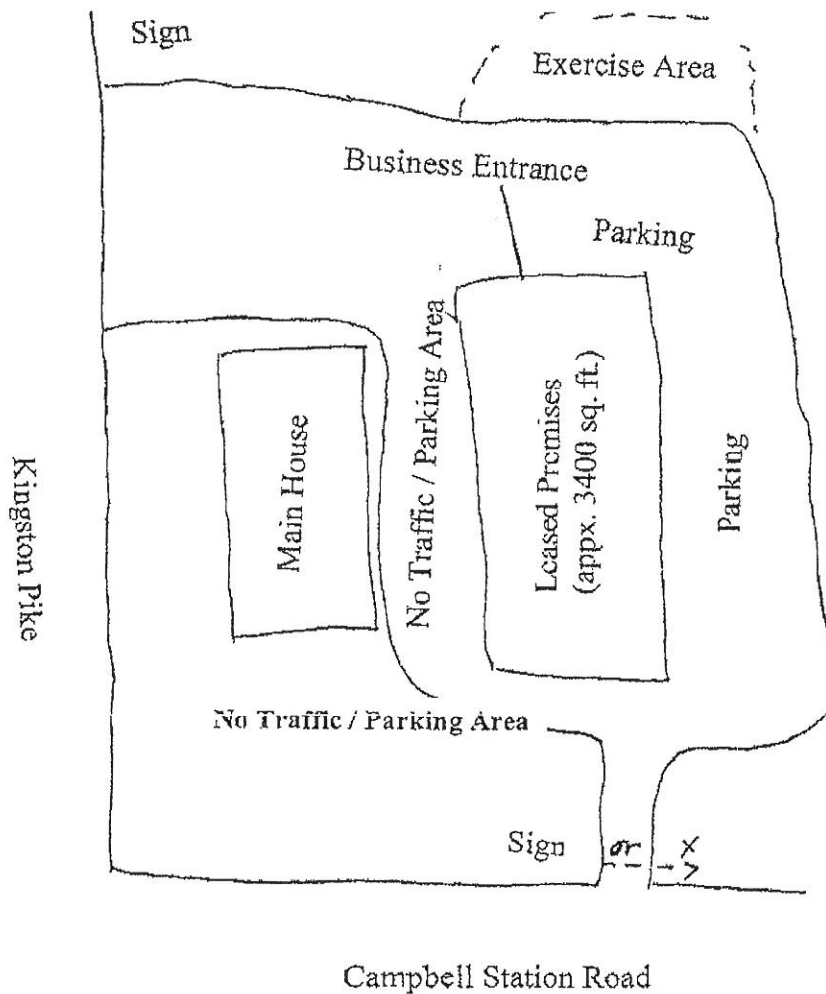
Tenant shall be permitted to erect non-permanent fencing on the carport area of the leased premises for the purpose of permitting outdoor exercise of dogs, provided that: 1) the fencing is sufficient to contain such dogs; and 2) such fencing and Tenant's use of the carport area comply with all laws, orders, ordinances and other public requirements; 3) Tenant shall remove such fencing and return premises to original condition prior to the end of this Lease including any renewal terms; 4) Tenant shall daily clean the fenced area, removing all animal excrement and cleaning pavement; and 5) Tenant shall not leave dogs unattended in the fenced area.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Charles A. Renner 3 FEB 2007
[Landlord Signature] (Date)

Harriet Williams 1-26-07
[Tenant Signature] (Date)

EXHIBIT A



Leased Premises consists of
Approximately 3400 sq. ft.
In an approximately
5000 sq. ft. building.
It does not include the garage
areas on the north side of the
building or the small porch area
entrance on the north side of the
building