



City Council Work Session Meeting Agenda

September 15, 2026 at 5:00 PM

Jefferson City Municipal Building

1. Call to Order

Opening Prayer

Pledge of Allegiance

2. Citizen Comments (Citizens should state their name, address, and limit comments to five minutes.)

3. Communications from the Mayor

Special Guests Rep. Jeremy Faison and Kenny Cody

4. Reports from Committees, Council Members, and other Officers

a. Quarterly Update from Jefferson Alliance - **John Turner**

b. Quarterly Update from C.A.R.E.

c. Quarterly Update from Mossy Creek Foundation - **Tommy Clapp**

d. Quarterly Update from Heritage Center at Mossy Creek - **Jeanne Musick**

Corn & Bacon Festival at Mossy Creek Update

5. Items for Discussion

a. Water Rate Study for Bulk Sales - **Frank McDaniel**

b. Request to Amend City Code 3-202 Imposition of Fines, Penalties, and Costs - **Andy Dossett**

c. Request to Rezone Property at 803 E Broadway Blvd - **Jeff Houston**

d. Request to Amend Zoning Ordinance Section 590.0 Temporary Residential Uses - **Jeff Houston & Will Kurtz**

e. Review bid for RFB 26-09: Roof Repairs for Fire Station 1 - **Lee Turner**

f. Proposed Facilities Use & Lease Agreement with Springwell Foundation - **James Gallup / Eva Larrieu**

6. Appointments

a. **Parks and Recreation Committee** - The members are appointed for a two-year term by the City Council. There are two vacant positions to be filled.

- b. Adjustment and Appeals Board** - The members are appointed for a three-year term by the City Council. There is a vacancy on the Board. The term will expire in February of 2027.

7. Calendar/Upcoming Events

- a.** The September HZC/Regional Planning Commission/BZA meeting will be on Monday, September 28, 2026.
- b.** The October Council Meeting will be on Monday, October 5, 2026.
- c.** The October Work Session will be on Tuesday, October 20, 2026.
- d.** The October HZC/Regional Planning Commission/BZA meeting will be on Monday, October 26, 2026.

8. Announcements

- a.** Movie Night at Mossy Creek Station will be on Friday, September 18th, at 8pm showing the movie "Ratatouille".
- b.** The Corn & Bacon Festival at Mossy Creek will be held on Saturday, October 3rd from 11am to 4pm.

9. Adjourn



Jefferson City Police Department AGENDA ITEM REPORT

TO: Mr. James A. Gallup, City Manager
FROM: Andy Dossett, Chief of Police
DATE: September 9, 2026
SUBJECT: Request to Amend City Code 3-202 Imposition of fines, penalties, and costs

BACKGROUND:

- Description: Request to amend and modernize City Code 3-202
- Impact: Increase court costs from \$51 to \$70.50, delete current language and completely replace, modernize verbiage, assess \$10 fee for compliance citations

FISCAL IMPACT:

- Budget: \$0
- Cost: \$0

REQUEST/RECOMMENDATION:

Please consider completely deleting all the language in city code 3-202 and replacing as recommended by MTAS. This includes an increase in court costs from \$51 to \$70.50, ultimately bringing Jefferson City Municipal Court more in line with other Tennessee municipal courts. The increase will help fund expensive software required to operate the municipal court.

ATTACHMENTS:

Revised City Code 3-202 (MTAS sample w/ modifications)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND TITLE 3, CHAPTER 2, SECTION 3-202 TO ESTABLISH REASONABLE COURT COSTS.

WHEREAS, Tennessee Code Annotated § 16-18-304 allows cities to set and collect reasonable municipal court costs; and

WHEREAS, the City of Jefferson City has determined that it is in the best interest of the city to amend Title 3, Chapter 2, Section 3-202 regarding court costs and set a revised court cost amount;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF JEFFERSON CITY, TENNESSEE, THAT:

Section 1. Title 3, Chapter 2, Section 3-202 of the Jefferson City Municipal Code is amended by deleting the current language in its entirety and substituting instead the following new Title 3, Chapter 2, Section 3-202(1)-(5):

3-202. Imposition of Fines, Penalties, and Costs. (1) All fines, penalties and costs shall be imposed and recorded by the city judge on the city court docket in open court.

(2) Court Costs - In all cases heard and determined by him or her, the city judge shall impose court costs in the amount of seventy and 50/100 dollars (\$70.50). Two dollars (\$2.00) of the court costs shall be forwarded by the court clerk to the state treasurer in accordance with Tennessee Code Annotated § 16-18-304(a) to be used by the Administrative Office of the Courts for training and continuing education courses for municipal court judges and municipal court clerks.

(3) When any person has been charged with violation of a law regarding vehicle equipment (including but not limited to inoperable headlights, tail lights, brake lights or turn signals), driver licensing, or vehicle licensing and registration, the charge may be dismissed if the person charged with the violation submits evidence of compliance with such law on or before the court date; provided, however, that the city judge may establish a separate court cost not to exceed \$10.00 to be collected from the person charged with the violation. This separate court cost will be assessed in lieu of the court costs detailed in Section 3-202(2) above.

Two dollars (\$2.00) of the court costs shall be forwarded by the court clerk to the state treasurer in accordance with Tennessee Code Annotated § 16-18-304(a) to be used by the Administrative Office of the Courts for training and continuing education courses for municipal court judges and municipal court clerks.

(4) Litigation Taxes - In all cases where the defendant is charged with the violation of a city ordinance or authorized state statute and is found guilty, whether by trial or plea of guilty, such defendant shall pay:

(a) The State litigation taxes as defined in Tennessee Code Annotated § 67-4-601.

(b) In addition, pursuant to the authority granted in Tennessee Code Annotated § 67-4-601, the City of Jefferson City adopts a local litigation tax of \$13.75, and the court shall levy this local litigation tax in all cases in which the state litigation tax is levied.

(c) Any other taxes and/or fees imposed pursuant to state statutes and/or city ordinances.

(5) Electronic citation regulations and fees. (i) As used in this section, "electronic citation" means a written citation or an electronic citation prepared by a law enforcement officer on paper or on an electronic data device with the intent the citation shall be filed, electronically or otherwise, with a court having jurisdiction over the alleged offense.

(ii) Pursuant to and in accordance with state statutory requirements found in Tennessee Code Annotated § 55-10-207(e), each court clerk shall charge and collect an electronic citation fee of five dollars (\$5.00) for each citation which results in a conviction. This fee shall terminate five (5) years from the effective date of Ordinance No. 2024-09 and shall not be construed as reauthorizing or extending the fee beyond that original termination date.

Section 2. Date of effect. This ordinance shall take effect from and after its final passage, the public welfare requiring it.

Passed 1st reading, _____, 2026.

Passed 2nd reading, _____, 2026.

Mayor

Attest:

Recorder



BUILDING DEPARTMENT
AGENDA ITEM REPORT

TO: Mayor and City Council

FROM: Jeff Houston, City Planner / Building Official

DATE: 9/10/2026

SUBJECT: Rezoning Request -

BACKGROUND:

- At the regular meeting of the Regional Planning Commission on August 24th, 2026 a rezoning request was made for a portion of the three (3) parcels that had recently approved lot line shifts. According to the Jefferson City Zoning Map, the three (3) parcels have a portion that is zoned R-3 High Density Planned Residential Development which permits duplexes and multi-family condominiums, single family lots (with stipulations), mobile home parks, governmental uses and public recreation areas. The rezoning to B-3 Highway Business District will allow the properties that, after the lot line shift are partially zoned R-3 to be fully zoned as B-3. This will allow the future uses of the parcels to meet the intent of the Zoning Ordinance.

FISCAL IMPACT:

There is no fiscal impact for this rezoning request.

REQUEST/RECOMMENDATION

At the August 24th, 2026, regional planning commission meeting a change in zoning for portions of the property located at [Parcel ID], currently zoned R-3 High Density Planned Residential Development, to B-3 Highway Business District was approved unanimously by the Jefferson City regional planning commission and recommended for consideration by City Council. I respectfully request the rezoning ordinance to be added to the September 15th work session agenda for City Council Consideration.

ATTACHMENTS:

Maps

JEFFERSON CITY, TENNESSEE
Ordinance No. 2026-
AN ORDINANCE AMENDING THE ZONING MAP OF
JEFFERSON CITY BY REZONING PORTIONS OF TWO PARCELS AT
Map 015, Parcel 079.00 and Map 015, Parcel 080.01

WHEREAS, the owner of real property located at 803 E. Broadway Blvd., being Map 015, Parcel 079.00 and Map 015, Parcel 080.01 have requested Jefferson City rezone portions of the property (Map Attached); and

WHEREAS, the Jefferson Regional Planning Commission has recommended the rezoning of this property and recommended that it be zoned B-3, Highway Business District; and

WHEREAS, the City Council of Jefferson City has determined that the health, safety, and welfare of the people of Jefferson City require that the above referenced property be rezoned.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Jefferson City, Tennessee that:

Section 1. The zoning map of Jefferson City, Tennessee is hereby amended by rezoning portions of Three parcels of land (After Subdivision), being Map 015, Parcel 079.00 and Map 015, Parcel 080.01 as shown on the Jefferson City Tax Map, from R-3 High Density Planned Residential District to B-3, Highway Business District (Maps Attached)

Section 2. This ordinance shall become effective 15 days from its final passage, the public welfare requiring it.

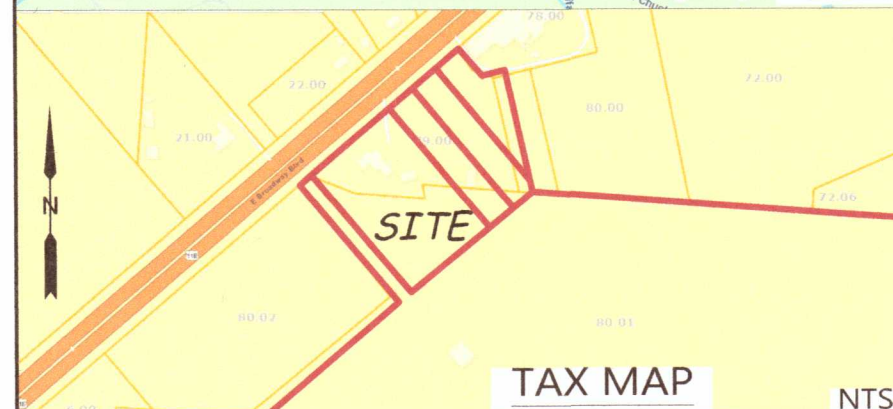
Passed this:

First Reading: _____ day of _____, 2026

Second Reading: _____ day of _____, 2026

Mitch Cain
Mayor

Attest: _____
Bettina Chandler
City Recorder



NOTES:

1. Property is in Jefferson City, Jefferson County, Tennessee. Contact Jefferson City Planning for current Zoning and Building setback requirements.
2. The purpose of this plat is to combine three tracts into five parcels.
3. Parcel numbers pertain to Jefferson County tax maps.
4. Monumentation is noted on drawing.
5. Property is subject to all notation in Deed Book 1470, Page 507, as well as any and all applicable easements, setbacks, notations, restrictions, covenants, rights-of-ways, zoning ordinances, subdivision regulations and lease agreements as may be recorded in the Jefferson County Register of Deeds.

Certification of Category and Accuracy of Survey. Survey accuracy shall meet the requirements of the current edition of the Rules of Tennessee State Board of Examiners for Land Surveyors – Standards of Practice.

I certify that this is a category IV survey. Survey Control is Tennessee State Grid. NAD83/NAVD88. The survey was prepared in compliance with the current edition of the Rules of Tennessee State Board of Examiners for Land Surveyors - Minimum Standards of Practice.

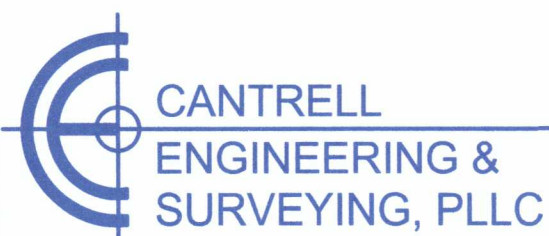
For the boundary, survey control, and topographic aspects of this survey, RTK (Real-time Kinematic) GPS positional data was observed between 9/18/2025 to 8/7/2026, utilizing a Trimble R-12i GNSS Receiver, Dual Frequency Receivers, RTK network. The grid coordinates as shown were derived using VRS network of CORS stations referenced to NAD 83 (2011) (Epoch 2010), Geoid 18.

The Relative positional accuracy - For duplicate single vector GPS observations of the same point, the computed average position difference does not exceed does not exceed: H0.049', V0.066'.

Date of Field Survey: _____

Registered Land Surveyor: _____

TN License No. _____ Date: _____



Scott A. Cantrell, RLS
TN RLS # 3113
Cell: 865-696-6643
Email: scantrellces@gmail.com
Office: 801 Bell Rd.
Gatlinburg, TN 37738

Plot Size: 18" x 24"



CERTIFICATION OF ACCURACY

I certify that this plat shown and described hereon, is a true and correct survey to the accuracy required by the Jefferson City Planning Commission and that the monuments have been placed as shown hereon, to the specifications of the commission.

Surveyor _____ Date _____

FLOOD INSURANCE NOTE: By graphics plotting only, this property is in ZONE X, JEFFERSON CITY, TN, of the Flood Insurance Rate Map, Community Panel No. 47089C0064D effective date of 12/16/2008. Exact designations can only be determined by an Elevation Certificate. Based on the above information, this property IS NOT in a Special Flood Hazard Area.

CERTIFICATION OF OWNERSHIP AND DEDICATION

We hereby certify that we are the owners of the property shown and described hereon and that we hereby adopt this plan of subdivision with our free consent and dedicate all streets, alleys, walks, park or other public ways and open space to public or private use as noted.

Owner _____ Date _____

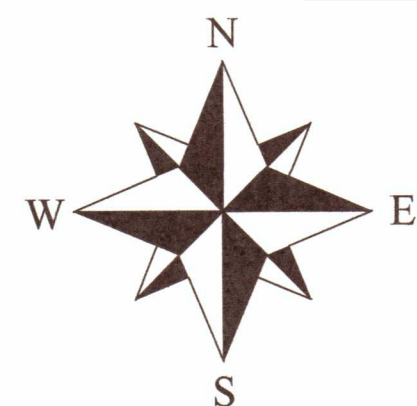
CERTIFICATION OF APPROVAL FOR RECORDING

I certify that this plat has been found to comply with the subdivision requirements for the planning region, with the exception of such variances, if any, which are noted in the minutes of the planning commission. All improvements have been installed, or an acceptable surety posted in order to assure completion. This plat is approved for recording in the Register of Deeds Office.

_____ Date _____

NOTES:

1. Property is in Jefferson City, Jefferson County, Tennessee. Contact Jefferson City Planning for current Zoning and Building setback requirements.
2. The purpose of this plat is to combine three tracts into five parcels.
3. Parcel numbers pertain to Jefferson County tax maps.
4. Monumentation is noted on drawing.
5. Property is subject to all notation in Deed Book 1470, Page 507, as well as any and all applicable easements, setbacks, notations, restrictions, covenants, rights-of-ways, zoning ordinances, subdivision regulations and lease agreements as may be recorded in the Jefferson County Register of Deeds.



Bearing Base: Tennessee Grid
NAD83/NGVD29



SURVEY REQUESTED BY:

Allegiant Properties, LLC
222 Murph Rd
Jefferson, City, TN 37760
Contact: Kevin Lamb
Phone: 231-972-4777
Email:
kevinmlamb20@gmail.com

LEGEND

	Property line
	Adjoins property line
	Old lot line to delete
	Iron Pin found
	Wood Fence Post
	T-post
	Other monument
	Iron pin set
	Calc. Point
	Power pole
	Overhead power line
	Electric meter
	HVAC
	Water meter
	Water valve
	Fire hydrant
	Sanitary Sewer manhole
	Sanitary Sewer cleanout
	Mailbox

SUBDIVISION PLAT OF:

RESUBDIVISION OF ALLEGIANT
PROPERTIES LOTS 1-R -4-R

&

TRACT A-R

±204.37 ACRES TOTAL

ADDRESS: E BROADWAY BLVD

OWNERS: ALLEGIANT PROPERTIES, LLC

DEED BOOK 1470, PAGE 507

TAX MAP 15, PARCELS 79, 80.01, 89 & 90

DISTRICT 4, JEFFERSON CITY

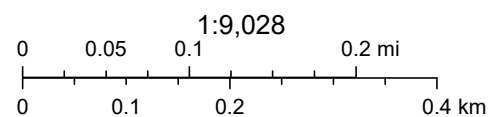
JEFFERSON COUNTY, TENNESSEE

SCALE: 1" = 100' AUGUST 9, 2026



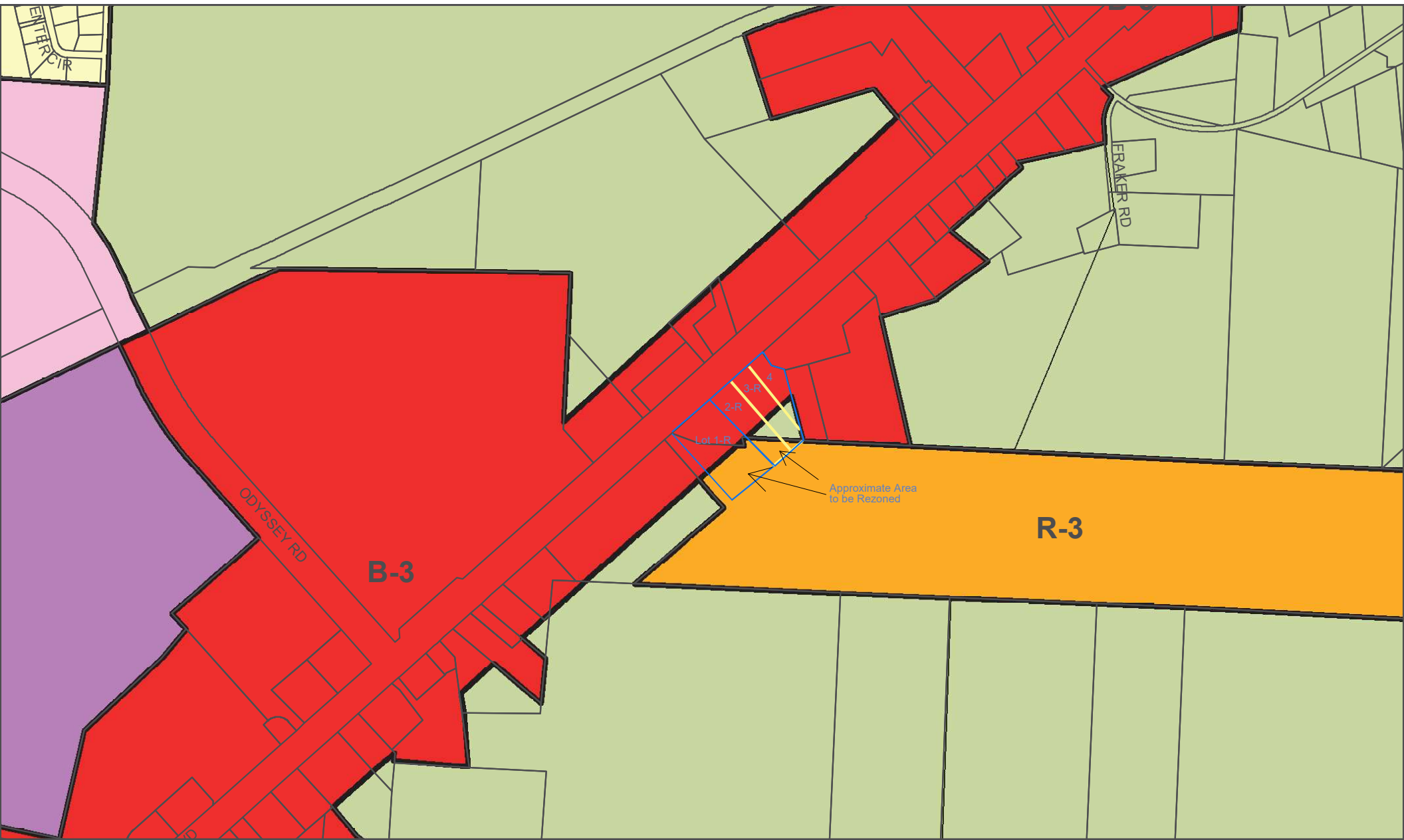
Date: August 14, 2026

County: JEFFERSON
 Owner: ALLEGIANT PROPERTIES LLC
 Address: BROADWAY BLVD E 803
 Parcel ID: 015 079.00
 Deeded Acreage: 0
 Calculated Acreage: 4.6
 Vexcel Imagery Date: 2021



State of Tennessee, Comptroller of the Treasury, Division of Property Assessments (DPA), Esri Community Maps Contributors, Morristown-Hamblen GIS, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.





BUILDING DEPARTMENT AGENDA ITEM REPORT

TO: Mayor and City Council

FROM: Jeff Houston & Will Kurtz, Building Official & Code Enforcement Officer

DATE: 9/9/2026

SUBJECT: Section 590.0 Zoning Ordinance Amendment

BACKGROUND:

- After reviewing the current section of the Jefferson City Zoning Ordinance for Temporary Residential Uses, it states that “These uses may only be set up and used as housing for less than thirty (30) days...”. The Building/Codes Departments intent with this amendment is to allow for more regulatory oversight in the use of temporary residential structures. The department would also like to add to this ordinance, language that will afford citizens who may be constructing a new home as well as anyone affected by a natural disaster the ability to utilize a temporary residence for a period of time while their home is being constructed, altered or repaired by approved permits issued by the Building Department.

FISCAL IMPACT:

There is no fiscal impact for this amendment

REQUEST/RECOMMENDATION:

On August 24th, 2026, at the regular meeting of the Regional Planning Commission, a recommendation was made by the Planning Commission for the amendment of Section 590.0 Temporary Residential Uses in the Jefferson City Zoning Ordinance, I respectfully request this Zoning Ordinance amendment be added to the agenda for City Council consideration at the Work Session on 9-15-2026.

ATTACHMENTS:

Ordinance and Master List of Amendments

JEFFERSON CITY, TENNESSEE
ORDINANCE NO 2026-

AN ORDINANCE AMENDING ARTICLE V SECTION 590 of the JEFFERSON CITY ZONING
ORDINANCE

WHEREAS, The Jefferson City Council, in accordance with Section 13-7-204 of the Tennessee Code Annotated, may amend the zoning ordinance of Jefferson City, Tennessee; and

WHEREAS, The Jefferson City Municipal/Regional Planning Commission reviewed proposed zoning amendment on August 24th, 2026, and recommended amending Article V Section 590 of the zoning ordinance; accordingly; and

WHEREAS, the City of Jefferson City chooses to amend the regulatory authority and the allowed uses of Temporary Residential Structures within the corporate limits of Jefferson City:

NOW, THEREFORE, BE IT ORDAINED by the City Council of Jefferson City. Tennessee that the following section of Article V: Section 590. Temporary Residential Uses of the Zoning Ordinance of the City of Jefferson City. Tennessee:

Section I. **ARTICLE V Section 590 Temporary Residential Uses — See attachment for specific changes.**

Section 2. This ordinance shall be effective from and after its passage. the public welfare requiring it.

Passed this:

First Reading _____ day of _____, 2026

Second Reading _____ day of _____, 2026

Mitch Cain
Mayor

Attest: _____
Bettina Chandler
City Recorder

Master List of Proposed Additions

Nothing to be removed from current Section 590. Proposed additions to Article V, Section 590 and the addition of sections 591 through 592.7 are shown in Blue.

ARTICLE V Application of Regulations

590.0 Temporary Residential Uses: Temporary residential uses are living quarters in a mobile and temporary dwelling that lacks a permanent foundation and/or does not meet the International Building Code. Temporary residential uses shall include recreational vehicles (RV's), motor homes, tents and other similar non-permanent living spaces. These uses may only be set up and used as housing **not to exceed (30) days in any calendar year, with a temporary residential use permit issued by the building dept.**, except when in an approved RV park or campground where they can be utilized for an unlimited period of time.

591.0 In cases where fire or natural disasters have occurred inside the municipal boundaries of Jefferson City, subject to the following restrictions:

591.1 A temporary residential use permit may be issued for a period of six months. The temporary residential use permit will only be approved with a valid building permit issued by the Jefferson City Building Department;

591.2 An additional six-month temporary use permit may be issued by the Jefferson City Building Department;

591.3 The temporary residential unit must be served by approved water, sewer and electric facilities;

591.4 Consistent with the International Building Code, as adopted by Jefferson City, the unit must meet all building separation standards;

591.5 Only one temporary residential use permit is allowed per parcel. Temporary Residential use permits shall not be issued for parcels which primary use are commercial, multi-family housing units or mobile home park.

591.6 Residential use of the temporary residential unit must be discontinued on the property upon the issuance of a certificate of occupancy or certificate of compliance for the principal dwelling unit.

592.0 In cases where the property owner desires to live on-site while the principal residence is being constructed or renovated, subject to the following restrictions:

592.1 A temporary residential use permit may be issued for a period of six months. The temporary residential use permit will only be approved with a valid building permit issued by the Jefferson City Building Department;

592.2 A building permit for the construction/renovation of the principal dwelling unit must be issued prior to a temporary use permit being issued. The building permit must remain valid in order for the temporary residential use permit to remain valid;

592.3 An additional six-month temporary residential use permit may be issued by the Jefferson City Building Department. A renewal shall not be granted if a valid building permit is not in effect;

592.4 Consistent with the International Building Code, as adopted by Jefferson City, the unit must meet all building separation standards;

592.5 The temporary residential unit must be served by approved water, sewer and electric facilities;

592.6 Only one temporary residential use permit is allowed per parcel. Temporary Residential use permits shall not be issued for parcels which primary use are commercial, multi-family housing units or mobile home park.

592.7 Residential use of the temporary residential unit must be discontinued on the property upon the issuance of a certificate of occupancy or certificate of compliance for the principal dwelling unit.



Jefferson City Fire Department
AGENDA ITEM REPORT

TO: Mayor and City Council
FROM: Lee Turner, Fire Chief
DATE: September 11, 2026
SUBJECT: Fire Station #1 Roof Repairs

BACKGROUND:

- Jefferson City Fire Station 1 is experiencing a number of roof leaks throughout the building.
- The Department advertised a Request for Proposal (RFP) to repair these deficiencies, and four roofing companies visited the station and examined the roof. One sealed bid was turned in for the repairs.

FISCAL IMPACT:

On September 10, 2026, at 10:00 AM, one sealed bid from Rackley Roofing Company, Inc. was opened and read aloud. The bid amount was for \$35,370.00. Rackley Roofing Company met all the requirements specified in the RFP.

\$30,000.00 was approved in the 2026-27 FY Fire Department Budget for these repairs.

REQUEST/RECOMMENDATION:

It is my request that Rackley Roofing Company, Inc. be awarded the bid to repair the roof deficiencies at JCFD Station 1 for the amount of \$35,370.00. This will require a Budget Amendment of \$5,370.00 to cover the offset.

ATTACHMENTS:

Quote



FINANCE DEPARTMENT
Purchasing Division
112 City Center Drive
PO Box 530
Jefferson City, TN 37760
(865) 475-9071

BID TABULATION SHEET

Project Number: 27-01

Date Bids Advertised: August 21, 2026

Project Name: Roof Repairs for Station 1

Bid Deadline (Date/Time): September 10, 2026 @ 10AM

Requesting Department: Jefferson City Fire Department

of Addendums Issued: None

VENDOR INFORMATION

<u>Vendor</u>	<u>Company Name</u>	<u>Contact Person</u>	<u>Phone</u>	<u>Email</u>	<u>Date/Time Bid Received</u>
A	Rackley Roofing	Andy Rutherford	(615) 735-1197	andy.rutherford@rackleyroofing.com	09/09/26 @ 1:44PM
B					
C					
D					
E					

BID SUMMARIES

<u>Item Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Roof Repairs at JCFC Station 1					
Labor	\$ 25,365.00				
Materials	\$ 8,442.00				
Disposal/Haul off	\$ 1,573.00				
Total Base Bids:	\$ 35,370.00				



OFFICE OF THE CITY MANAGER

AGENDA ITEM REPORT

TO: Honorable City Council

FROM: James A. Gallup, City Manager

DATE: September 11, 2026

SUBJECT: Consider proposed Facilities Use and Lease Agreement with Springwell Foundation

BACKGROUND:

- The city has been approached by the Executive Director of Springwell Foundation requesting to lease space within Nelson-Merry Park & Gym to host charitable, educational, and administrative programming consistent with their non-profit mission.
- Springwell Foundation received "Use Approval" as required in an R-1 Zone by the Regional Planning Commission at their June 22, 2026, meeting.
- City Manager and City Attorney have drafted the attached Facilities Use & Lease Agreement for consideration by all parties
- Remaining questions for council consideration:
 - Base rent amount
 - Length of lease terms
 - Late charge (flat amount or percentage)

FISCAL IMPACT:

- Long-term lease provides revenue while Springwell Foundation offers to improve the space within the facility.

REQUEST/RECOMMENDATION:

- Staff requests continued discussion on remaining items in agreement and finalization for consideration at October regular meeting if agreed upon by Springwell Foundation.

ATTACHMENTS:

- Draft Facilities Use and Lease Agreement with Springwell Foundation

FACILITIES USE AND LEASE AGREEMENT

This **FACILITIES USE AND LEASE AGREEMENT** (“Agreement”) is made and entered into as of the **XX** day of **XXX**, 2026, by and between the **CITY OF JEFFERSON CITY, TENNESSEE**, a municipal corporation organized and existing under the laws of the State of Tennessee (“City”), and **THE SPRINGWELL FOUNDATION**, a Tennessee nonprofit corporation (“Tenant”).

1. RECITALS

1.1 City owns and operates a facility commonly known as **Nelson-Merry Gym**, located at 2030 Russell Avenue, Jefferson City, Tennessee 37760 (“Facility”).

1.2 Tenant desires to lease and use designated office space within the Facility for charitable, educational, and administrative purposes consistent with Tenant’s nonprofit mission, and City is willing to lease such space subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Tenant agree as follows.

2. PREMISES; TERM

2.1 **Premises.** City leases to Tenant, and Tenant leases from City, certain office space within the Facility, consisting of approximately 2,000 square feet, as more particularly described and/or depicted on **Exhibit A** attached hereto and incorporated herein (“Premises”).

2.2 **Common Areas.** Tenant shall have non-exclusive access to any corridors, restrooms, parking areas, and other common areas reasonably necessary for access to and use of the Premises, as designated by City from time to time (“Common Areas”).

2.3 **Initial Term.** The initial term of this Agreement shall commence on **XX, XXX 2026** (“Commencement Date”), and continue through , 20**XX**, unless earlier terminated in accordance with this Agreement (“Initial Term”).

2.4 **Renewal.** Upon mutual written agreement of the parties not less than 60 days prior to the expiration of the Initial Term, this Agreement may be renewed for successive terms of **XX** year(s) each, on such terms and conditions as the parties may then agree.

3. RENT AND OTHER CHARGES

3.1 **Base Rent.** Tenant shall pay City base rent for the Premises in the amount of \$XXX per month, payable in advance on or before the **1st day of each month** during the term of this Agreement.

3.2 **Method and Place of Payment.** All rent shall be paid to City at:

City of Jefferson City
Attn: City Recorder
112 City Center Drive
P.O. Box 530
Jefferson City, Tennessee 37760

3.3 Utilities and Services.

- City shall provide, or cause to be provided, ordinary utilities (electricity, water, sewer, and trash removal) serving the Premises, and Tenant shall reimburse City for such utilities either through a fixed monthly charge or through a pro-rata share based on square footage or actual metering.
- City shall provide routine maintenance for the Facility's structure, roof, and major building systems (HVAC, plumbing, electrical), while Tenant shall be responsible for routine interior maintenance and janitorial services within the Premises, as detailed in Section 7.

3.4 **Late Charges.** If any rent or other sums due hereunder are not received by City within 30 days after the due date, Tenant shall pay a late charge of \$ _ or _ % of the overdue amount, whichever is greater, not to exceed the maximum permitted by Tennessee law.

4. Permitted Use; Restrictions

4.1 **Permitted Use.** Tenant shall use the Premises solely for office, administrative, and meeting space in furtherance of Tenant's charitable and educational mission, including program planning, staff offices, volunteer coordination, and related nonprofit activities.

4.2 **Compliance with Law.** Tenant shall at all times comply with all applicable federal, state, and municipal laws, ordinances, regulations, and codes in its use and occupancy of the Premises and Common Areas.

4.3 **Compatibility with Facility Operations.** Tenant's use shall be compatible with City's operation of Nelson-Merry Gym as a public facility and shall not unreasonably interfere with City's programs, other users, or community events.

4.4 **No Unlawful or Hazardous Use.** Tenant shall not use or permit the Premises to be used for any unlawful purpose or for any activity that creates a nuisance, excessive noise, or unreasonable safety risk, nor shall Tenant store, use, or dispose of any hazardous substances except common office supplies in customary quantities.

4.5 No Assignment or Sublease. Tenant shall not assign this Agreement or sublease all or any part of the Premises, nor allow any other person or entity to regularly occupy the Premises, without the prior written consent of City, which may be withheld in City's sole discretion.

5. INSURANCE AND INDEMNIFICATION

5.1 Tenant's Insurance. Tenant shall, at its sole expense, procure and maintain during the term of this Agreement the following insurance coverages:

- Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering bodily injury, property damage, and personal injury arising out of Tenant's use or occupancy of the Premises and Common Areas.
- Workers' compensation insurance as required by Tennessee law, if Tenant has employees.
- Property insurance covering Tenant's personal property, equipment, and improvements located in the Premises, at Tenant's election.

5.2 Additional Insured; Certificates. Tenant shall name City as an additional insured on its general liability policy with respect to Tenant's use of the Premises and Common Areas and shall provide certificates of insurance and endorsements to City at least annually and upon request, showing required coverages and providing notice of cancellation.

5.3 Indemnification. To the fullest extent permitted by Tennessee law, Tenant agrees to indemnify, defend, and hold harmless City and its officers, employees, and agents from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Tenant's use or occupancy of the Premises or Common Areas, or Tenant's officers, employees, volunteers, guests, or invitees, except to the extent caused by City's gross negligence or willful misconduct.

5.4 City's Liability Limits. Nothing in this Agreement shall be construed as a waiver of any governmental immunity, limitation of liability, or other protection afforded to City under Tennessee law, including the Tennessee Governmental Tort Liability Act.

6. ACCESS, SECURITY, AND RULES

6.1 Hours of Access. Tenant shall have access to the Premises during the Facility's normal operating hours and at other times as City may approve in writing.

6.2 Keys and Security Codes. City may issue keys, access cards, or security codes to Tenant's designated personnel, and Tenant shall safeguard such access devices and promptly notify City of any loss, theft, or compromise.

6.3 Rules and Regulations. Tenant shall comply with all reasonable Facility rules and regulations adopted by City for Nelson-Merry Gym and provided to Tenant, which may be amended from time to time upon written notice.

6.4 Signage. Tenant may install interior office signage within the Premises, and limited exterior or lobby signage as approved in advance by City, consistent with City's design standards and applicable codes.

6.5 Inspection. City may at reasonable times and on reasonable notice to Tenant enter the Premises to inspect it and make any repairs required by Section 3.3.

7. MAINTENANCE, REPAIRS, AND ALTERATIONS

7.1 General Maintenance. Tenant shall keep the interior of the Premises, including floors, interior walls, fixtures, and Tenant's equipment, in a clean and orderly condition, and shall be responsible for minor interior repairs and janitorial services within the Premises.

7.2 Damage by Tenant. Tenant shall repair, or reimburse City for the cost of repairing, any damage to the Premises, Common Areas, or Facility caused by Tenant or its officers, employees, volunteers, guests, or invitees, beyond ordinary wear and tear.

7.3 Condition and Acceptance of Premises. Following Tenant's inspection of the Premises, Tenant acknowledges and agrees that, except as expressly set forth in this Agreement, Tenant accepts possession of the Premises in its existing **"AS IS, WHERE IS, WITH ALL FAULTS"** condition as of the Commencement Date. Tenant confirms that it has had a reasonable opportunity to inspect the Premises and has independently determined that the Premises are suitable for Tenant's intended use. City shall have no obligation to make repairs, alterations, improvements, or buildouts unless expressly stated in this Agreement.

7.4 Alterations and Improvements. Tenant shall not make any structural alterations or additions to the Premises without City's prior written consent. Any approved improvements shall be performed in a good and workmanlike manner, in compliance with all applicable codes and permitting requirements, and shall become City's property upon installation unless otherwise agreed in writing.

8. FURNITURE, FIXTURES, AND EQUIPMENT

8.1 Tenant's Property. All furniture, fixtures, equipment, and supplies purchased or owned by Tenant and placed in the Premises shall remain Tenant's property and may be removed by Tenant upon termination of this Agreement, provided Tenant repairs any damage caused by such removal.

8.2 City's Property. Any furniture or equipment provided by City for Tenant's use shall remain City's property, and Tenant shall exercise reasonable care in its use and shall not remove such items from the Premises without City's consent.

9. DEFAULT AND REMEDIES

9.1 Tenant Default. Any of the following shall constitute a default by Tenant: (a) failure to pay rent or other sums when due and such failure continues for 30 days after written notice; (b) failure to maintain required insurance; (c) material violation of Facility rules or applicable law; or (d) material breach of any other term of this Agreement not cured within 30 days after written notice.

9.2 City Remedies. Upon Tenant's default, City may, subject to applicable law, exercise one or more of the following remedies: (a) terminate this Agreement and re-enter and take possession of the Premises; (b) pursue any other remedy available at law or in equity; and/or (c) recover unpaid rent, damages, and reasonable attorneys' fees to the extent permitted by Tennessee law.

9.3 City Default; Tenant's Remedies. If City materially breaches this Agreement and fails to cure such breach within 30 days after written notice from Tenant, Tenant may pursue the remedies available at law or in equity, subject to City's governmental immunities and statutory limitations.

10. TERMINATION

10.1 Termination for Convenience. Either party may terminate this Agreement for convenience upon not less than thirty (30) days' prior written notice to the other party.

10.2 Termination for Cause. Either party may terminate this Agreement immediately upon written notice if the other party commits a material breach which, by its nature, cannot be cured, or fails to cure a material breach within the applicable cure period specified herein.

10.3 Surrender of Premises. Upon termination or expiration of this Agreement, Tenant shall vacate the Premises, remove Tenant's personal property, and return the Premises to City in substantially the same condition as at the Commencement Date, reasonable wear and tear excepted.

11. GOVERNING LAW; DISPUTE RESOLUTION

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

11.2 Venue. Any legal action arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction located in Jefferson County, Tennessee, subject to applicable laws governing claims against municipalities.

11.3 Alternative Dispute Resolution. The parties may, by mutual agreement, submit any dispute to mediation or other alternative dispute resolution process before initiating litigation, but nothing herein shall require City to submit to binding arbitration.

12. NOTICES

12.1 Form of Notice. All notices, requests, and other communications under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail (return receipt requested), or sent by nationally recognized overnight courier to the addresses below or such other address as a party may designate by written notice.

To City:

City of Jefferson City, Tennessee
Attn: City Manager’s Office
P.O. Box 530
Jefferson City, TN 37760

To Tenant:

The Springwell Foundation
Attn: Eva Larrieu
P.O. Box 563
Jefferson City, TN 37760-0563

13. MISCELLANEOUS

13.1 Entire Agreement. This Agreement, together with any attached exhibits, constitutes the entire agreement between the parties concerning the Premises and supersedes all prior discussions or agreements, whether written or oral, relating to the subject matter.

13.2 Amendments. This Agreement may be amended only by a written instrument executed by both parties.

13.3 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of City and Tenant and does not create any rights in any third party.

13.4 Independent Relationship. The parties acknowledge that Tenant is an independent nonprofit organization and that nothing herein creates a partnership, joint venture, or agency relationship between City and Tenant.

13.5 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13.6 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures transmitted by electronic means shall be deemed original signatures to the fullest extent permitted by Tennessee law.

13.7 No waiver. The failure of City or Tenant to insist upon a strict performance of any term or condition of this Lease shall not be deemed a waiver of any right or remedy that City or Tenant may have and shall not be deemed a waiver of any subsequent breach of such terms or conditions.

14. EXECUTION

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

APPROVED AS TO FORM

Signature: _____
Name: Robert Burts
Title: City Attorney
Date: XX/XX/2026

CITY OF JEFFERSON CITY, TENNESSEE

Signature: _____
Name: Mitch Cain
Title: Mayor
Date: XX/XX/2026

THE SPRINGWELL FOUNDATION

Signature: _____
Name: Eva Larrieu
Tite: Executive Director
Date: XX/XX/2026

EXHIBIT A

Springwell Foundation requests leasing the office space located within the highlighted section below. Space encompasses approximately 2,000 square feet.

