

JAN WADE HENSLEY  
Mayor



LISA S. ELAM  
Recorder-Treasurer

# *City of Covington*

POST OFFICE BOX 768  
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## **THE MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF COVINGTON, TENNESSEE ON OCTOBER 28, 2025, AT 5:30 P.M.**

1. Meeting to be called to order by Mayor Jan Hensley.
2. Invocation to be given by Alderman CH Sullivan.
3. Pledge of Allegiance to the Flag to be led by Alderman Danny Wallace.
4. Minutes of the Preceding Meeting to be approved.
5. Report from Committees:
  - Beer Board- (no action)
  - Public Relations Committee Minutes- (no quorum)
  - Finance and Administration Committee Minutes
6. Additions to the Agenda.
7. Welcome to visitors and grievances from citizens.
8. Report from Mayor Jan Hensley:
9. Report from Recorder-Treasurer Lisa Elam.
10. Report from City Attorney Rachel Simmons.
11. Old Business:
12. New Business:
  - Bills Over/Under \$1,000.00 ready for Board Approval

The Board of Mayor and Aldermen met at City of Covington on October 14, 2025, at 5:30 p.m. with the following members present: Mayor Jan Hensley (absent), Vice Mayor Jeff Morris, Alderman CH Sullivan, Alderman John Edwards, Alderman Danny Wallace, Alderwoman Jean Johnson and Alderwoman Margaret Fleming. Also present were Public Works Director Tim Haynes, Park and Recreation Director Molly Glass, Police Chief Donna Turner, Building Official Lessie Fisher, Fire Chief Richard Griggs Record Clerk David Gwinn, Assistant to the Mayor Jason Fleming, City Attorney Rachel Simmons (absent) and Recorder-Treasurer Lisa Elam.

Meeting was called to order by Vice Mayor Jeff Morris.

Invocation was given by Alderwoman Jean Johnson.

Pledge of Allegiance to the Flag was led by Alderman John Edwards.

Motion was made by Alderman CH Sullivan and seconded by Alderman Danny Wallace to approve the minutes of the Preceding Meeting to be approved.  
Motion passed.

Motion was made by Alderwoman Jean Johnson and seconded by Alderman CH Sullivan to approve the minutes of the Public Safety Committee Meeting.  
Motion passed.

Motion was made by Alderman John Edwards and seconded by Alderman Danny Wallace to approve the minutes of the Public Works Committee Meeting.  
Motion passed.

Vice Mayor Jeff Morris announced that bulk leaf pick-up will begin today. Vice Mayor Morris also announced the Tipton County Museum will be honoring the late Bennie Carver as Veteran of the Month tonight at 6:30 and encourages all citizens to attend and show support to the family. Vice Mayor Morris read a letter of appreciation from the Chamber of Commerce for the City's donation supporting Heritage Day Festival.

Vice Mayor Morris announced the Covington High School Basketball Girls Team is requesting the City of Covington's sponsorship of \$250.00.

Motion was made by Alderman John Edwards and seconded by Alderman CH Sullivan to approve the \$250.00 sponsorship request from the Covington High School Basketball Girls Team.

Motion passed.

Vice Mayor Morris announced the Dunham Lodge #150 is requesting the City of Covington sponsor a table for the Christmas Gala in the amount of \$150.00. This is a benefit for the TN Masonic Widows & Orphans Fund.

Motion was made by Alderman CH Sullivan and seconded by Alderwoman Jean Johnson to approve the \$150.00 table sponsor for the Dunham Lodge #150 Christmas Gala.

Motion passed.

No Report from City Attorney Rachel Simmons – (absent)

Treasurer-Recorder Elam reported sales tax received for the July collections were \$407,620, which is an increase of \$3,073 or 0.8%. Year-to-date collections for fiscal year 2026 are \$4,07,620 which is an increase of \$3,073 or 0.8%.

Motion was made by Alderman CH Sullivan and seconded by Alderman Danny Wallace to approve the report of Recorder/Treasurer Lisa Elam.

Motion passed.

Alderwoman Jean Johnson announced that the Barlow Funeral Home will celebrate 100 years of business on October 19<sup>th</sup> from 1:00 p.m.-5:00 p.m. and invites all to attend to show support on this accomplishment.

Bills Over/Under \$1,000.00 ready for Board Approval

Motion was made by Alderman John Edwards and seconded by Alderman CH Sullivan to pay Bills Over/Under \$1,000.00.

Motion passed.

With there being no further business the meeting adjourned at 5:39 p.m.

The Beer Board of the City of Covington, Tennessee met at City Hall on October 14, 2025, at 5:30 p.m. with the following members present: Mayor Jan Hensley (absent), Vice Mayor Jeff Morris, Aldermen: CH Sullivan, Danny Wallace, Jean Johnson, John Edwards, and Margaret Fleming. Also present were Public Works Director Tim Haynes, Park and Recreation Director Molly Glass, Building Official Lessie Fisher, City Attorney Rachel Simmons (absent), Assistant to Mayor Jason Fleming, and Recorder-Treasurer Lisa Elam

No representative was present for the Public Hearing regarding Consideration of a BEER PERMIT for SARAH LYNNE MANDL the owner and operator of MANDLSHAM HOLDINGS, LLC dba CRAFTED COFFEE at 110 WEST LIBERTY A VE. for a CLASS I PERMIT.

No action was taken.

The Finance and Administration Committee met at City of Covington on October 21, 2025, at 4:00 p.m. with the following members present: Chairman Alderman C.H. Sullivan, Mayor Jan Hensley, Aldermen: Jeff Morris, Jean Johnson, John Edwards, Margaret Fleming, and Danny Wallace. Also, present were Public Works Director Tim Haynes, Police Chief Donna Turner, Fire Chief Richard Griggs, Human Resource Director Cody Bumpus, Park and Recreation Director Molly Glass, Museum Director Katherine Markley, Assistant to Mayor Jason Fleming and Recorder-Treasurer Lisa Elam.

Mark Herbison with Tipton County Community Development reported to the board meeting to give updates from Tipton County Community Development Council. Mr. Herbison announced the new website was launched 13 months ago. Mr. Herbison also explained aspects of advertising and community partnerships for growth and expansion for the county. Mr. Herbison reported the two major concentrations for the City of Covington were: Environmental Court and Updates to Highway 51.

Museum Director Katherine Markley reported she applied for the Tennessee State Museum Grant of \$22,9077 with no match required from the city. Director Markley reported this grant will assist with Capital Maintenance and Improvements.

Motion was made by Alderman CH Sullivan and seconded by Alderman Jeff Morris to approve Museum Director Markley's report.

Motion passed.

Human Resources Director Cody Bumpus reported that City of Covington has 3 new hires and 0 terminations. Director Bumpus also reported in the last 30 days the City of Covington had 3 OSHA, Workers Comp-related claims. Director Bumpus explained the current Final Paycheck process and recommended an update to this policy in the Updated Employee Handbook. Director Bumpus is seeking approval to add Employees who are terminated for egregious misconduct shall not be entitled to payment for accrued, unused paid leave. This policy applies to all leave types.

Motion was made by Mayor Jan Hensley and seconded by Alderman Jeff Morris to accept Human Resources Director Bumpus report.

Motion passed.

Public Works Director Tim Haynes requested the project quote issued by A2H on the S.R 59 & Hogan Road Water Line for \$807,500 be approved.

Motion was made by Alderman John Edwards and seconded by Alderman Danny Wallace to approve the Public Works Director Haynes request on quote issued by A2H on the S.R 59 & Hogan Road Water Line for \$807,500.

Motion passed.

Fire Chief Richard Griggs presented quotes on bid opening tally sheet for Loose Equipment (see attached) to be approved.

Motion was made by Alderman John Edwards and seconded by Alderwoman Jean Johnson to approve Fire Chief Richard Griggs quotes on bid opening tally sheet for Loose Equipment (see attached) be approved.

Motion passed.

Building Official Director Lessie Fisher presented the Plan of Service for Annexation of 27.02 acres on the south side of Burnette Lane. (see attached) Director Fisher also reported this Plan of Service for Annexation will be presented later to the board seeking approval as a resolution.

Police Chief Donna Turner reported 14 vehicles are currently in review to be listed on GovDeals. (see attached) Police Chief Turner also reported these vehicles must be in review for 30 days. Police Chief Turner also requested on the 31<sup>st</sup> day that the vehicles be sold online with GovDeals.

Motion was made by Alderman John Edwards and seconded by Alderwoman Jean Johnson to approve Police Chief Turners report to allow vehicles to be sold on the 31<sup>st</sup> day on GovDeals.

Motion passed.

City Attorney Rachel Simmons, by email, requested lease approval for Tennessee Homeless Solutions to rent office space at the Civic Center with a monthly rent charge of \$750.00.

Motion was made by Alderman John Edwards and seconded by Mayor Jan Hensley to approve the lease provided by City Attorney Simmons for Tennessee Homeless Solutions to rent office space at the Civic Center with a monthly rent charge of \$750.00.

Motion passed.

With there being no further business the meeting adjourned at 4:45 p.m.

# FINAL PAYCHECK

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Whenever possible, a final paycheck will be issued to a terminating employee on the pay date for the pay period which included the employee's last day of work. This check will include a payment of accrued, but unused, leave time and "comp time", said payment being calculated in accordance with the then-existing City policy regarding "comp time" and the particular form(s) of leave time involved. At the time of separation and/or prior to final payment, all records, assets, and other City property in the employee's custody must be returned to the proper Department. Any amount owed the City because of property shortages or damage will be withheld from the employee's final compensation, except that the amount withheld will not result in the employee being paid less than the federal minimum wage.

This policy also establishes the conditions under which an employee who is terminated for cause will forfeit compensation for accrued, but unused, leave time. The City of Covington provides paid leave benefits, including vacation and/or other paid time off, in accordance with adopted personnel policies and this Handbook. Employees who separate from employment under normal circumstances will be paid for any accrued but unused paid leave in accordance with applicable law and City of Covington policies as set forth above. However, employees who are terminated for **egregious misconduct** shall not be entitled to payment for accrued but unused paid leave. This policy applies to all leave types, including but not limited to vacation time, sick leave, and personal days, that the employee holds accrued at the time of termination.

For purposes of this policy, "egregious misconduct" means conduct that is grossly unacceptable, unlawful, or contrary to the basic standards of workplace behavior and community safety. Such conduct includes, but is not limited to:

- Homicide or attempted homicide
- Sexual misconduct, including sexual harassment or assault
- Offenses against children, including abuse, exploitation, or endangerment
- Acts of violence or threats of violence in the workplace
- Theft, fraud, embezzlement, or other acts of dishonesty causing significant harm
- Possession, sale, or distribution of illegal drugs in the workplace
- Any other conduct of comparable severity that demonstrates willful disregard for law, safety, or the obligations of employment

The determination that an employee has engaged in egregious conduct will be made by the Human Resources Director in consultation with the City of Covington Attorney and Finance and Administration Committee based on the specific facts and circumstances. Employees terminated under this provision will forfeit compensation for accrued but unused paid leave.

This policy does not alter the at-will nature of employment with the City of Covington. Nothing in this policy creates a contractual right to continued employment or limits the City's discretion to discipline or terminate employees in accordance with these policies. This policy is subject to applicable state and federal labor laws. The City reserves the right to review each case individually to ensure compliance with all relevant regulations.

# A2H

S.R. 59 & Hogan Road Water Line  
City of Covington  
Opinion of Cost  
October 15, 2025

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
1	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$5,000	\$5,000
2	MOBILIZATION	LS	1	\$20,000	\$20,000
3	6IN PVC WATER LINE	LF	9,500	\$35	\$332,500
4	6" GATE VALVE ASSEMBLY	EACH	4	\$6,500	\$26,000
5	12" STEEL CASING (JACK & BORE)	LF	75	\$300	\$22,500
6	8" HDPE DIRECTIONAL BORE	LF	1,000	\$75	\$75,000
7	DRIVEWAY BORE	LF	500	\$60	\$30,000
8	SERVICE LINE TAP	LS	1	\$1,500	\$1,500
9	3/4" SERVICE LINE (OPEN CUT)	LF	60	\$15	\$900
10	3/4" SERVICE LINE (BORE)	LF	750	\$20	\$15,000
11	METER, ASSEMBLY, & BOX	EACH	30	\$1,200	\$36,000
12	AIR RELEASE VALVE & BOX	EACH	6	\$3,000	\$18,000
13	FIRE HYDRANT ASSEMBLY	EACH	6	\$9,000	\$54,000
14	CONTINGENCY	LS	1	\$70,100	\$70,100

CONSTRUCTION TOTAL	\$706,500
DESIGN	\$65,000
INSPECTION	\$20,000
OTHER ENGINEERING	\$16,000
TOTAL PROJECT	\$807,500

# Awarded Vehicles

	Vehicle	Color	Keys	Award Date
1	1996 Toyota USX	Green	Yes	8/23/2024
2	2004 Honda Accord	Blue	Yes	10/11/2024
3	2012 Honda Civic	White	Yes	10/11/2024
4	2004 Honda UEX	Gold	Yes	12/6/2024
5	2007 Hyundai GST	Blue	Yes	12/13/2024
6	2005 Buick Lacrosse	Gray	Yes	12/30/2024
7	2003 Chevy Trailblazer	Gold	Yes	2/14/2025
8	2012 Nissan Altima	Black	Yes	4/3/2025
9	2013 Mazda 6	Black	Yes	4/14/2025
10	2011 Nissan Murano	Black	Yes	6/6/2025
11	2004 Chevy Tahoe	White	Yes	6/9/2025
12	2009 Nissan Maxima	Silver	Yes	6/20/2025
13	2012 Chevy Cruze	Gold	Yes	7/18/2025
14	2004 Chevy Tahoe	Dark Blue	Yes	8/8/2025
15				
16				
17				
18				
19				
20				



# BID OPENING - TALLY SHEET

BID: Loose Equipment

BIDS DUE: 9-25-25

BIDS OPENED: 2:00pm

BIDDING VENDOR	BID AMOUNT	NOTES
TN. Fire Equipment	\$ 9,727.00	Shipping Estimate \$ 35.00
Nafeco	\$ 2,401.94	" " \$ 200.00
Safe Industries	\$ 109,628.90	" " \$ 1000.00
Siddons Martin	\$ 19,074.76	" " \$ 500.00
ME5	\$ 180.43	" " \$ 100.00
	\$ 141,013.03	\$ 1,835.00

Recommendation of awarded bidder will be determined upon complete review of the bids by review committee.

Plan of Services for the 27.02 acres on the south side of Burnett Lane.

A. Police

1. When annexed the Covington Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, and other community crime prevention programs to the subject parcels immediately upon the effective date of annexation. This annexation will have no negative impact on the Covington Police Department. Any additional costs to the department will be absorbed in the current budget. This property will be assigned to the Central District.

(Please see attached for additional wording that you may choose to have included that has been provided by Chief Turner).

B. Fire Services

1. Fire protection by the present personnel and equipment of the fire department, within the limitations of available water and distances from fire stations, will be provided on the effective date of annexation.
2. No additional personnel or equipment will be added during the first year after the effective date of annexation, but with the growth and development of the area additional personnel and equipment will be expanded as needed.
3. If developed as proposed there will be no need for additional station(s) to be constructed to serve the annexed area.

C. Water

1. Water for domestic use will be provided at current city rates, from existing city lines, on the effective date of annexation, and thereafter from new lines as deemed necessary under current city policies and procedures concerning density, development patterns, and future development plans.
2. Water for fire protection will be available during construction of the new development. The installation of adequate water lines and hydrants in the annexed area will take place during the construction of the new development.

D. Wastewater

1. The necessary interceptor and trunk sewer lines to serve the annexed area will be constructed during development.
2. Construction of collector lines in the annexed area will be completed during development. Residences will be connected to the city wastewater system in accordance with current policies of the City.

E. Natural Gas

1. May be installed during the construction of the development.

F. Refuse Collection

1. The same regular refuse collection now provided within the City will be provided to the annexed area once there are structures completed and ready for occupancy.

G. Streets

1. Construction of streets, installation of storm drainage, construction of curbs and gutters, and sidewalks will be completed under existing city policies by the developer.
2. Regular cleaning of streets with curbs and gutters will begin once the construction of the development is complete.
3. Routine maintenance, on the same basis as in the existing city, will begin in the annexed area once the final coat has been applied to the street and the street has been inspected and accepted by the City.
4. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed as the need is established by appropriate study and traffic engineering standards.

H. Street Lighting

1. Streetlights will be installed during the construction of the development as per current policies.

I. Schools

1. There currently is no city school system. The Tipton County Board of Education will provide educational services.

J. Inspections and Code Compliance

1. All inspection services currently provided by the City (building, plumbing, gas, mechanical, property maintenance, etc.) will begin in the annexed area in the effective date of annexation.

K. Planning and Zoning

1. The planning and zoning jurisdiction of the City will extend to the annexed area on the effective date of annexation. City planning jurisdiction and regulations will thereafter encompass the entirety of the annexed area. (Study will be

required before specific zoning can be adopted, which should be completed within three (3) months). The annexation resolution will temporarily zone the property in the annexed area as R1A, City/Moderate Density Residential District.

L. Recreation

1. Residents of the annexed area may use all city recreational facilities, parks, ball fields, etc., on the effective date of annexation. The prevailing standards and policies now used in the existing city will be applied in expanding the recreational and program facilities in the enlarged city. Approximately zero (0) acres will be developed as parks, playgrounds, etc., in the annexed area.

1. On the date of annexation, the City of Covington Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service. In addition, the Tipton County Sheriff's Office and Tennessee Highway Patrol provide random coverage and assistance with law enforcement duties.
2. Effective with the annexation, all resources currently available within the Covington Police Department will become available to the citizens of the area. The Covington Police Department has an authorized force of 37 certified police officers and approximately 5 civilian personnel to provide services 24-hours per days, 365 a year.
3. Upon annexation, existing police department personnel will be utilized to provide services by expanding the contiguous beats to include the newly incorporated areas. Existing police beats, personnel, and equipment will be shifted to provide needed coverage of the area. This area will be Zone (). Each zone is patrolled by a one-car unit per shift; however, the patrol car is augmented by other departments and units such as specialized assigned details, etc. For instance, between the hours of 3:00pm and 3:00am the patrol units are supplemented by the K9 unit.
4. The Covington Police Department will hire additional police officers to provide more response to the area. The officers will undergo seven hundred and twenty (720) hours of basic recruit training before being state certified as a police officer. Upon completion of the classroom training, the officers will undergo six hundred and forty (640) hours of field office training where they will work and be trained by designated training officers.
5. The Covington Police Department will provide upon request crime prevention programs, traffic and safety education programs, and drug education/awareness programs. Additional programs include a Community Policing Unit the department to address groups on law enforcement topics or concerns, home and business security checks, marking pens available for operation identification, and establishing and maintaining neighborhood watch programs.

### POLICE PROTECTION

At present, the study area receives police service through the Tipton County Sheriff's Department. If annexed, the Covington Police Department will begin providing services such as patrol, criminal investigation, community policing, traffic operations, canine, and other community crime prevention programs to the subject parcels immediately upon the effective date of annexation. This annexation will have no negative impact on the Covington Police Department. Any additional costs to the department will be absorbed in the current budget. This property will be assigned to the Central District.

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(901) 476-5003

## **LEASE AGREEMENT**

THIS AGREEMENT entered into this the \_\_\_\_ day of October 2025 by and between **The City of Covington, a Tennessee Municipal Corporation** (hereinafter referred to as “Lessor”) and **Tennessee Homeless Solutions, a Tennessee non-profit organization**, whose principal office is located at 100 Federal Dr., #2, Jackson, TN 38305 (hereinafter referred to as “Lessee”).

WHEREAS Lessor is the owner of certain real property including certain buildings, parking areas, and facilities commonly known as “The Covington Civic Center” more specifically described in Deed Book 1544, page 846 in the Tipton County Register of Deeds Office.

WHEREAS Lessee is a grant-funded, non-profit organization, in connection with West Tennessee Continuum of Care and the United States Department of Housing and Urban Development, created to reduce homelessness and improve family stability through housing resources, support services, and ensure civil rights are protected.

WHEREAS, the Lessee will occupy Office No. 208, also know as the “Magnolia Room,” at the “Civic Center” located at 100 W. Washington Ave., Covington, TN 38019 hereinafter referred to as the “leased Premises.”

WHEREAS, in consideration of ten (\$10.00) dollars and other good and valuable consideration, including the covenants contained in this agreement do hereby agree as follows:

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**WITNESSETH:**

Lessor does hereby lease to Lessee pursuant to the terms, conditions and covenants set forth in this Lease Agreement, commencing on the 1st day of September 2025 and ending on the 31<sup>st</sup> day of August 2026, the following described property, to wit:

Lying and being in Covington, Tennessee Office # 208, also known as the “Magnolia Room,” of the property described in Deed Book 1544, page 846 recorded in the Tipton County Register of Deeds Office. Said portion being in the building located at 100 W. Washington Ave., Covington, TN 38019 as well as all servitudes and rights of way which benefit the Premises.

SECTION ONE  
RENT

Lessee agrees to pay, without demand, to Lessor as rent for the leased Premises the sum of Seven Hundred and Fifty Dollars (\$750) per month. Rent is due on the first day of each month.

SECTION TWO  
QUIET ENJOYMENT

Lessor covenants that on paying the rent and performing the covenants contained in the lease agreement, Lessee shall peacefully and quietly have, hold, and enjoy the leased Premises for the agreed term.

SECTION THREE  
USE OF PREMISES

The leased Premises shall be used and occupied by Tennessee Homeless Solutions for the purposes of providing housing resources and support services to those experiencing or threatened with homelessness, related office activities and no other purpose. No other uses, activities, or operations shall be conducted by the Lessee upon the Leased Premises without first obtaining the prior written consent of the Lessor.

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#### SECTION FOUR CONDITION OF PREMISES AND WALK THROUGH

Lessee stipulates that its agents, officers, and representatives have examined the leased Premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, good repair, safe, clean, and in tenantable condition. Prior to taking possession of the Premises, Lessee shall provide a complete copy of the checklist attached as Exhibit B to Lessor. Prior to vacating the Premises, Lessor shall provide an updated copy of the checklist to Lessor.

#### SECTION FIVE ASSIGNMENT AND SUBLETTING

Without the prior, express, and written consent of Lessor, this Lease Agreement shall not be assigned, sublet, nor shall any concession or license to use the Premises or any part of the Premises be granted.

A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license.

An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

#### SECTION SIX ALTERATIONS AND IMPROVEMENTS

Lessee shall make no alternations or improvements to or upon the Leased Premises or install any fixtures (other than trade fixtures which can be removed without injury to the Premises) without first obtaining the prior written consent of the Lessor. If the Lessee wants to

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“re-key” the leased premises under this agreement that is allowable so long as the Mayor, or his designee, is provided a key to the leased premises for use in an emergency only.

All alterations, additions, repairs, replacements and improvements made to or upon the Premises shall, unless otherwise provided by written agreement between Lessor and Lessee, be deemed to be part of the Premises and shall become the property of the Lessor upon the expiration or termination of this Lease Agreement; provided, however, that trade fixtures, machinery and equipment that are installed by Lessee and removable without materially injuring the Premises shall remain the property of the Lessee.

All such alterations, additions, repairs, replacements, and improvements made to or upon the Premises shall comply with all present and future and then existing governmental laws and regulations. No approval by Lessor of any plans or specifications for material renovations or alterations by Lessee shall be construed to warrant that such plans or specifications comply with any governmental laws or regulations.

Lessee agrees that no signs shall be placed or painting done on or about the Leased Premises by Lessee or at Lessee’s direction without the prior written consent of Lessor.

#### SECTION SEVEN DAMAGE TO PREMISES

If the leased Premises, or any part of the leased Premises, shall be partially damaged by fire or other casualty not due to Lessee’s negligence or willful act or that of Lessee’s employees, agents, visitors, invitees, patients or their agents the premises shall be promptly repaired by Lessor. However, if the leased premises should be damaged other than by Lessee’s negligence or willful act or that of Lessee’s employees, agents, visitors, patients or their agents to the extent

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that Lessor shall decide not to rebuild or repair, the term of this lease shall end, and the rent shall be prorated up to the time of the damage.

#### SECTION EIGHT DANGEROUS MATERIALS

Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any reasonable insurance company.

#### SECTION NINE UTILITIES

Lessor shall be responsible for arranging and paying for all utility services required to operate the premises which include pest control, water, sewer, garbage services, gas, electric, and janitorial for the common areas. The Lessee shall be responsible for their own phone, internet, and janitorial services for their office.

#### SECTION TEN MAINTENANCE AND REPAIR

Lessee will, at their sole expense, keep and maintain the leased premises and appurtenances in neat, clean, safe, and sanitary condition and repair during the term of this lease and any renewal of this lease. Lessee shall, at Lessee sole expense, make all required repairs to the plumbing, HVAC system, electrical, wiring and sprinkler systems whenever damage to such items shall have resulted from Lessee's misuse, waste, or neglect or that of Lessee's employees, agents, visitors, invitees, patients or their agents. Necessary repairs to the Leased Premises, including, but not limited to, fixtures, plumbing, HVAC, electrical, wiring, and sprinkler

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systems, not caused by the Lessee's misuse, waste, neglect, or that of the Lessee's employees, agents, visitors, invitees, patients or their agents shall be the responsibility of the Lessor.

Major maintenance and structural repairs of the leased premises including the roof, exterior walls, walkways, and parking lot not due to Lessee misuse, waste, or neglect or that of Lessee employees, agents, visitors, or invitees, shall be the responsibility of Lessor or Lessor's assigns.

#### SECTION ELEVEN RIGHT OF INSPECTION

Lessor and Lessor's agents shall have the right at all reasonable times during the term of this lease and any renewal of this lease to enter the leased Premises for the purpose of inspecting the premises and all building and improvements on the premises.

#### SECTION TWELVE SUBORDINATION OF LEASE

This lease and Lessee's leasehold interest under this lease are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the leased Premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

#### SECTION THIRTEEN TERM, RENEWAL, AND HOLDOVER BY LESSEE

The initial term of this lease is for one (1) year, and renewable for one (1) year thereafter upon Lessor receiving grant funding.

Should Lessee remain in possession of the leased Premises with the consent of Lessor after the natural expiration of this lease, or any renewal or extension thereof, a new tenancy from

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month to month shall be created between Lessor and Lessee which shall be subject to all the terms and conditions of this lease agreement but shall be terminable on sixty (60) days written notice served by any party hereto.

#### SECTION FOURTEEN CANCELLATION AND SURRENDER OF PREMISES

Notwithstanding anything to the contrary contained herein, should Lessee cease providing support services and resources to those experiencing homelessness or lose its grant funding, Lessee shall have the right to terminate this Lease by giving Lessor 30 days' written notice.

Upon such termination of this Lease, Lessee shall have no further obligations or responsibilities under this Lease or relating to the Premises, and Lessor shall be deemed to have released Lessee from any such further obligations or responsibilities after a final inspection of the Premises. At expiration of the lease term or any cancellation thereof, Lessee shall quit and surrender the leased Premises.

#### SECTION FIFTEEN DEFAULT

By Lessee: In the event that Lessee defaults in the performance of any obligation under this Agreement including non-payment of rent and abandonment of the property, Lessor shall provide Lessee with written notice of the default. If the default in performance by Lessee is not cured within thirty (30) days after receipt of notice of default from Lessor, Lessee shall vacate the property and return it to Lessor within the same thirty (30) day period. Lessor shall retain the right to compensation for all amounts due and owed by Lessee to Lessor under this Agreement if Lessor re-takes possession of the leased property due to non-performance of this Agreement by

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Lessee, except that such compensation will be offset by any rent received by Lessor from a subsequent tenant for any period of the term of this lease. Recovery of rent due for the term of this lease shall be the only remedy due to Lessor with respect to rent as a result of Lessee's default.

By Lessor: In the event that Lessor defaults in the performance of any obligation under this Agreement, Lessee shall provide Lessor with written notice of the default. In the event that the default is not cured within thirty (30) days, this Agreement shall terminate, and Lessee may vacate the leased property and shall have no further obligation for the payment of rent. If Lessee determines that continued use of the leased property creates a danger to the health and safety of Lessee's staff, Lessee may immediately terminate their lease and Lessor shall be deemed to have released Lessee from any such further obligations or responsibilities without the need for further action on the part of Lessor.

#### SECTION SIXTEEN ABANDONMENT

If at any time during the term of this lease, Lessee abandons the leased Premises or any part of the leased Premises for more than sixty days (60), Lessor may, at Lessor's option, enter the leased Premises by any means without being liable for any prosecution for such entering, and without becoming liable to Lessee for damages or for any payment of any kind whatsoever, and may, at Lessor's discretion, as agent for Lessee, relet the leased Premises, or any part of the leased Premise, for the whole or any part of the then unexpired term.

If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal

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property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

#### SECTION SEVENTEEN LESSEE'S USE OF COMMON AREAS

Lessor gives Lessee and Lessee's employees, agents, invitees, clients and their agents a non-exclusive right to use the roadways and parking areas that are available and designated by Lessor for such use. Lessors shall not have the right to make changes to any common areas. Lessee is responsible for the actions of its employees, agents, invitees, patients and their agents while in the common areas.

#### SECTION EIGHTEEN INDEMNITY AND INSURANCE

Lessee agrees for itself, its agents, successors, assigns, employees, visitors, invitees, clients and their agents to indemnify and hold harmless Lessor its agents, employees, and elected officials for, any and all claims or demands for loss of or damage to the Premises or property or assets thereon or for injury or death to any person from any cause whatsoever while in, upon, or about said leased Premises during the term of this Lease Agreement or any extension thereof or any holdover. Lessee shall maintain insurance coverage on all equipment, machinery, and other personal property of any kind against loss or damage by fire, lightning, tornado, hail, and other acts of God which include such other risks as are customarily covered and said costs shall be paid by the Lessor.

Lessees agrees to take out and maintain with a reputable insurance company, at Lessee's sole cost and expense, liability and hazard insurance against property damage or personal injury



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Notices sent by overnight courier service shall be deemed received on the date indicated by the records of the courier service. Notices sent by U. S. Mail shall be deemed received on the fifth (5<sup>th</sup>) business day after mailing.

#### SECTION TWENTY ENTIRE AGREEMENT

This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this lease agreement.

#### SECTION TWENTY-ONE MODIFICATION OF AGREEMENT

Any modification of this lease agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding only in evidenced in a writing signed by each party or an authorized representative of each party.

#### SECTION TWENTY-TWO BINDING EFFECT

The covenants and conditions contained in this lease agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties, and all covenants are to be construed as conditions of this lease.

#### SECTION TWENTY-THREE GOVERNING LAW

It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Tennessee.

#### SECTION TWENTY-FOUR TIME OF THE ESSENCE

It is specifically declared and agreed that time is of the essence of this agreement.



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STATE OF TENNESSEE  
COUNTY OF TIPTON

Personally appeared before me, a Notary Public, Jan W. Hensley, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is the Mayor of the City of Covington, Tennessee and is authorized by the Charter of the City of Covington, Tennessee to execute this instrument on behalf of the City of Covington.

WITNESS by hand, at office, this the \_\_\_\_\_ day of October 2025.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

STATE OF TENNESSEE  
COUNTY OF TIPTON

Personally appeared before me, a Notary Public, Lisa Elam, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained and who further acknowledged that she is the Recorder/Treasurer for the City of Covington, Tennessee and is authorized by the Charter of the City of Covington, Tennessee to execute this instrument on behalf of the City of Covington.

WITNESS by hand, at office, this the \_\_\_\_\_ day of October 2025.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Prepared by:  
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STATE OF TENNESSEE  
COUNTY OF TIPTON

Personally appeared before me, a Notary Public, Amy McDonald, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained and who further acknowledged that she is the Treasurer of Tennessee homeless Solutions and authorized by its organizing documents and/or board of Directors to execute this instrument on behalf of Tennessee Homeless Solutions.

WITNESS by hand, at office, this the \_\_\_\_\_ day of October 2025.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: