From: <u>Greg Wood</u>

To: Mayor Mayberry; "Art Gernt"; J.H. Graham"; rob.harrison@crossvilletn.gov; scot.shanks@crossvilletn.gov

Cc: <u>tim.begley@crossvilletn.gov; Valerie Hale</u>

Subject: FW: Dr. Kendall Morrison - Proposed License Agreement

Date: Friday, September 18, 2020 9:29:07 AM

Attachments: Parking Lot 1.pdf

Parking Lot 2.pdf

Council Members,

I am forwarding an email from Dr. Morrison's attorney offering the lease of her parking lots for downtown parking. The link below will take you to the areas in the attached PDF. Click on the aerial view so you can get a better perspective on the location and number of parking spots.

https://tnmap.tn.gov/assessment/?GISLink=018100N+C+00600

GW

From: Andrew Hale [mailto:ahale@kramer-rayson.com]

Sent: Friday, September 18, 2020 8:55 AM **To:** 'Greg Wood' <greg.wood@crossvilletn.gov>

Subject: RE: Dr. Kendall Morrison - Proposed License Agreement

Mr. Wood,

As promised, I write with the requested information regarding the proposed license/lease agreements between the City of Crossville and Dr. Morrison.

At the outset, I'd like to just briefly explain why Dr. Morrison has approached the City for this arrangement. Her parking lots on both corners of Taylor Avenue and Thurman Avenue (parcel information is attached) are regularly used by the public visiting surrounding businesses and folks who are downtown for public events. As a result, this adds to the wear and tear of the parking lots, increases the amount of trash in the parking lots, and, perhaps most significantly, increases Dr. Morrison's exposure to liability claims due to a higher volume of traffic. She understands the need for parking for the public when visiting downtown and understands that her parking lots are a logical place for them to park since her tenants only park in the parking lots during standard business hours. However, she also understands the necessity in properly protecting herself and her business, as well as being fairly compensated for the use of her property. Thus, she proposes the following arrangement.

Public parking hours would be from 5pm until 5am Monday through Thursday, and then all weekend (5pm Friday until 5am Monday morning).

The fee is either a monthly fee of \$430.00, which is a share of the monthly total maintenance costs equivalent to the number of hours the parking lots are open to the public. Dr. Morrison would also be open to a lump sum payment of \$4,900.00 at the beginning of the year rather than a monthly fee. Maintenance costs include monthly trash pickup and repaving/restriping which is done roughly every three years.

With respect to a term, Dr. Morrison is open to any time frame.

Dr. Morrison would also request that she be added as an additional insured on the City' liability insurance policy. This is one item that is really a nonnegotiable.

Of course, I can draft the agreement.

Please let me know if you need anything else from me, if you have any questions concerning the foregoing, or if you would like to schedule a call to discuss any of the foregoing, I'd be happy to do so.

Thank you.

Andrew M. Hale

Attorney | Kramer Rayson LLP | 800 S. Gay St., Knoxville, TN, Suite 2500, 37929 office: 865.525.5134 | direct: 865.342.0421 www.kramer-rayson.com

This email is sent subject to the Kramer Rayson LLP Electronic Communications Policy.

From: Greg Wood <<u>greg.wood@crossvilletn.gov</u>>
Sent: Wednesday, September 9, 2020 4:14 PM
To: Andrew Hale <<u>ahale@kramer-rayson.com</u>>

Subject: RE: Dr. Kendall Morrison - Proposed License Agreement

Not a problem. I don't want to rush her since she is my dermatologist.

Greg Wood

City Manager 392 North Main Street Crossville, TN 38555

(931) 484-7060

From: Andrew Hale [mailto:ahale@kramer-rayson.com]

Sent: Wednesday, September 09, 2020 2:21 PM **To:** 'Greg Wood' < greg.wood@crossvilletn.gov>

Subject: RE: Dr. Kendall Morrison - Proposed License Agreement

Mr. Wood,

I apologize for just now getting back to you. I am still waiting for some more information from