**BYLAWS OF THE SEWANEE CIVIC ASSOCIATION**

## Article I – Name

The name of the organization shall be the Sewanee Civic Association (SCA).

## Article II – Purpose

The purpose of the SCA is to foster a well-informed, harmonious and dynamic greater Sewanee community by providing a forum for community issues and social interaction, by managing the Sewanee Community Chest, the Sewanee Classifieds, and the Sewanee Welcome Center, and by sponsoring projects deemed by the membership to be beneficial to the community.

## Article III – Members

SECTION 1. Membership.
Membership in this organization shall be made available without regard to race, color, sex, creed, or national origin. All persons interested in the concerns of the greater Sewanee community are encouraged to join.

SECTION 2. Voting Eligibility.
Persons become members upon payment of annual dues. An active member is a member who has physically attended at least one meeting in the past 12 months and paid the annual dues. All active members are eligible to vote. Participation in a duly authorized virtual meeting, when the Board determines such a meeting is necessary in lieu of an in-person meeting, shall count as attendance.

SECTION 3. The Board of Directors shall establish the dues and benefits of membership.

## Article IV – Board of Directors and Officers

SECTION 1. Directors.
The Board of Directors of the Association shall be eight in number and consist of the four officers, as named below, ex officio, the immediate past President of the Association, a Member at Large, Sewanee Classifieds Administrator and Sewanee Community Chest Administrator.

In the event that the immediate past President of the Association is not willing to serve, an additional Member at Large may be added instead. Vacancies in the Board of Directors, other than the President, may be filled at the discretion of the remaining members of the Board of Directors.

In the event that an administrator is also on the Board of Directors, an additional Member at Large may be added instead.

SECTION 2. Officers.
The officers of the organization shall be the following:

A. President. The president shall preside at all meetings of the Association and at all meetings of the Board of directors. The president shall appoint all committees unless otherwise provided by the resolution creating the same or by the bylaws. The president shall be the executive head of the Association and charged with the duty of seeing that the objects and purposes of the Association are carried out.
B. Vice President. The vice-president shall act as chair of the program committee and assume the powers and duties of the president in the president's absence.

C. Secretary. The secretary shall keep a complete record of the minutes of the Association, keep an accurate roster of all members of the Association, give notice of the meetings of the Association and keep a record of attendance at all meetings of the SCA. The secretary shall attend to all correspondence of the Association and perform all other duties ordinarily pertaining to the office.
D. Treasurer. The treasurer shall have the care and custody of all funds and securities of the SCA, except as otherwise provided. Treasurer shall collect all dues and other monies payable to the Association and make all payments as directed by the Board of directors. The treasurer and/or the president shall sign checks issued by the SCA. Said funds and securities shall be kept on deposit in the name of the Sewanee Civic Association in a bank designated by the Board of directors. The treasurer shall present a financial statement at each meeting of the Association and as requested by the president. The SCA treasurer is responsible for filing the appropriate Federal and State tax returns in a timely manner. The Board shall secure the services of an independent auditor or auditing committee to regularly review the finances of the Civic Association.

SECTION 3. Tenure
Directors shall serve a term of one year from the date of their election. A full term shall be considered to have been served upon the passage of one annual meeting. Directors shall take office immediately following the close of the annual meeting at which they are elected.

No individual shall serve more than three (3) consecutive terms as the same officer. Fulfilling an incomplete term is not considered part of the term limit. There is no limit on the number of terms an individual may serve as a member of the board.

SECTION 4. Nominations and Elections.
The Board of Directors will serve as the Nominating Committee. Nominations for the next year's officers may be submitted to the Board from January 1 until the meeting prior to the annual meeting by any member of the association.

The officers and the member(s) at large of the Association shall be elected at the annual meeting.

Officers and directors shall take office at the conclusion of the annual meeting and shall hold office for one year or until successors are elected. Each person elected shall hold only one office at a time.

SECTION 5. Duties.
The duties of the Board of Directors shall be to transact business between meetings in preparation for the general meeting, create standing rules and policies, create standing and temporary committees, prepare and submit a budget to the membership, approve routine bills, and prepare reports and recommendations to the membership.

SECTION 6. Quorum.
Four members of the Board of Directors shall constitute a quorum.

SECTION 7. Presidential Succession
In the temporary absence of the President, the Vice President shall preside. If both are absent, the Treasurer, and then the Secretary, shall preside. If the President is unable to complete their term, the Vice President shall become President for the remainder of the term.

SECTION 8. Removal From Office.
Any member of the Board of Directors may be removed from office, with or without cause, by a two-thirds (2/3) vote of the active membership present at any regular or special meetings of the membership, provided that notice of the proposed removal has been given in advance and a quorum is present.

Between meetings of the membership, the Board of Directors may, by a two-thirds (2/3) vote of the full Board, remove a Board member for cause. Such action shall be reported to the membership and must be ratified by a two-thirds (2/3) vote of the active membership present at the next regular or special meeting, in order to remain effective.

SECTION 9. Email Voting
In rare instances, board actions may be taken by email by an affirmative vote of at least two-thirds of the board.

If an item for board action is best addressed before the next board meeting, the following factors will be considered by the president before determining whether to ask for an action by email:

A. How soon a decision is required.
B. Whether the decision would be better made after further discussion and/or whether alternatives should be considered.
C. Whether all officers have sufficient information to make an informed decision.

If after considering the above factors, the president determines it would be best to take the action by email, the president will email the proposed action to all board members.

The emailed proposal does not require that a board member declare that they are making the motion or for another member to declare a second to the motion.

The email shall request that each member vote by email reply to all officers that he or she:

A. is in favor of the proposed action or
B. is opposed to the proposed action or
C. requires additional information or discussion before casting a vote.

If the action is approved by affirmative vote of at least two thirds of the board, all board members shall be sent immediate notice of the approval including the text of the proposed action and its effective date and time.

At the first board meeting following the email vote, all officers present will be asked to sign a document containing both the proposed action and a list of directors' votes to confirm the email votes.

The proposed action and the list of votes shall be entered into the minutes of the next board meeting. The signed resolution will be retained with the minutes of the meeting.

## Article V – Meetings

SECTION 1. Annual Meeting.
The annual meeting of the Association shall be held in the Spring. The Board shall produce and submit an annual report for review by membership at least 30 days prior to the annual meeting, and this shall have a proposed budget for the following year.

SECTION 2. Minimums.
There shall be a minimum of four meetings per year.

SECTION 3. Special Meetings.
Special meetings of the Association may be called at any time by the president, the Executive Board of Directors or by one-third of the active members.

SECTION 4. Notice.
Regular Association meetings shall be announced within at least three days of the meeting.

SECTION 5. Quorum.
Voting is by two-thirds majority of active members present unless otherwise specified in these Bylaws.

## Article VI – Committees

SECTION 1. Appointment.
The Board of Directors shall discuss and approve the appointment of such other committees as may be necessary to realize the objectives of the Association.

SECTION 2. Membership.
Committees may consist of active members and Board members, with the president acting as an ex officio member of all committees.

SECTION 3. Standing Committees.
The following standing committees shall be held by the organization: Community Chest, Classifieds, Meetings, Audit, Investment, and Welcome Center.

SECTION 4. Additional Committees.
The Board may appoint additional committees as needed.

## Article VII – Finances

SECTION 1. Budget.
A budget shall be presented in the annual meeting for each year and approved by a two-thirds majority vote of the active members present.

SECTION 2. Record Keeping.
The treasurer shall keep accurate records of any disbursements, income, and bank account information.

SECTION 3. Expense Approval.
The Board of Directors shall approve all expenses of the organization.

SECTION 4. Check Signing.
Two authorized signatures shall be required on each check over the amount of $500. Authorized signers shall be the president and treasurer.

SECTION 5. Financial Statement.
The treasurer shall prepare a financial statement at the end of the fiscal year, to be reviewed by the Audit Committee.

SECTION 6. Remaining Funds.
Upon the dissolution of the organization, any remaining funds should be used to pay any outstanding bills and, with the membership's approval, spent for the benefit of the community.

SECTION 7. Fiscal Year.
The fiscal year shall be August 31, previous year through September 1, next year.

## Article VIII – The Community Chest

SECTION 1. Purpose.
The purpose of the Sewanee Community Chest campaign is to raise funds for local organizations that serve the common good. An important function of the campaign is to minimize the need for excessive area fundraising by many groups; therefore, organizations receiving funds are expected to acknowledge support from the Sewanee Community Chest in other area fundraising efforts.

The Sewanee Community Chest does not allocate funds to those organizations that discriminate on the basis of race, creed, sex, or national origin.

SECTION 2. Administrator.
The Board of Directors shall appoint a Community Chest Administrator from the active membership. The nominee must be approved by two-thirds of the active membership at the annual meeting.

The Community Chest Administrator shall oversee all operations of the Community Chest, including reviewing the reports from the Community Chest treasurer. Additionally, the administrator shall be responsible for documenting donations and documenting progress of Community Chest fundraising campaigns.

The Community Chest Administrator shall provide a fundraising progress statement for every regular meeting of the Association. Upon request, a full report shall be made available to the board within five working days.

SECTION 3. Solicitation.
Each fall the Board of Directors shall conduct the Sewanee Community Chest fund solicitation for the following calendar year. The Board is responsible for managing the solicitation, collection, and disbursement of all community chest funds. It is expected that the major solicitation will have been made before October 15 and that the majority of funds will have been received by June 1.

SECTION 4. Treasurer.
The president shall nominate a Community Chest treasurer to be approved by the Board.

A. The Community Chest treasurer shall have custody of all funds and financial papers of the Community Chest. The treasurer shall collect, record and deposit donations, keep a full and accurate account of receipts and expenditures, and disburse funds as approved by the Board of Directors and active membership.
B. The Community Chest Administrator shall meet with the Community Chest treasurer at least once a month to discuss Community Chest matters.
C. The Community Chest treasurer shall provide a financial statement for every regular meeting of the Association. Upon request, a full report shall be made available to the Board within five working days.

D. The Community Chest treasurer is responsible for filing the appropriate Federal and State tax returns in a timely manner.
E. The Community Chest treasurer may be paid for work at the discretion of the Board of Directors.

SECTION 5. Stewards.
The Board of Directors may appoint at least two Community Chest Stewards who will work with the Board on campaign marketing ideas, soliciting donations, creating tax receipts and performing other duties as needed.

SECTION 6. Disbursement of funds.
The Board of Directors will publish a grant policies and procedures document that will be reviewed annually by the membership. In principle, this document shall ensure accountability on the part of all those organizations receiving funding. Applicants for grants will make formal requests, including the purpose of the grant and the timeline for spending the grant. At the conclusion of the grant period, grantees will provide reports as specified in the grant policies and procedures document. Grantees that do not report on the use of the funds will not be eligible for new grants.

## Article IX – Parliamentary Authority

Robert's Rules of Order shall govern meetings when they are not in conflict with the organization's bylaws.

## Article X – Standing Rules

The Board of Directors may approve standing rules, and the secretary shall keep a record of the standing rules for future reference.

## Article XI – Dissolution

The organization may be dissolved with previous notice (14 calendar days), and a two-thirds vote of those present at the meeting.

## Article XII – Amendments

Amendments to these bylaws may be proposed at any meeting of the Association and shall be acted upon at the following meeting where the amendment may become a bylaw with a two-thirds vote of those present.

## Article XIII – Conflict of Interest Policy

SECTION 1. Purpose
The purpose of the conflict of interest policy is to protect this tax-exempt organization's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

SECTION 2. Definitions.
A. Interested Person. Any director, principal officer, or member of a committee with governing Board- delegated powers who has a direct or indirect financial interest, as defined below, is an interested person.

B. Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

I. An ownership or investment interest in any entity with which the organization has a transaction or arrangement;
II. A compensation arrangement with the organization or with any entity or individual with which the organization has a transaction or arrangement; or
III. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the organization is negotiating a transaction or arrangement. "Compensation" includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Section 3b, a person who has a financial interest may have a conflict of interest only if the appropriate governing Board or committee decides that a conflict of interest exists.

SECTION 3. Procedures.

1) Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing Board-delegated powers who are considering the proposed transaction or arrangement.
2) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide whether a conflict of interest exists.
3) Procedures for Addressing the Conflict of Interest.

a) An interested person may make a presentation at the governing Board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
b) The chairperson of the governing Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
c) After exercising due diligence, the governing Board or committee shall determine whether the organization can obtain, with reasonable efforts, a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

4) Violations of the Conflict of Interest Policy.

a) If the governing Board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
b) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing Board or committee determines that the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

SECTION 4. Records of Proceedings.
The minutes of the governing Board and all committees with Board delegated powers shall contain
A. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest; the nature of the financial interest; any action taken to determine whether a conflict of interest was present; and the governing Board's or committee's decision as to whether a conflict of interest in fact existed.
B. The names of the persons who were present for discussions and votes relating to the transaction or arrangement; the content of the discussion; including any alternatives to the proposed transaction or arrangement; and a record of any votes taken in connection with the proceedings.

SECTION 5. Compensation.
A. A voting member of the governing Board who receives compensation, directly or indirectly, from the organization for services is precluded from voting on matters pertaining to that member's compensation.
B. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the organization for services is precluded from voting on matters pertaining to that member's compensation.
C. No voting member of the governing Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

SECTION 6. Annual Statements.
Each director, principal officer, and member of a committee with governing Board-delegated powers shall annually sign a statement, which affirms that such person:
• Has received a copy of the conflict of interest policy;
• Has read and understood the policy;
• Has agreed to comply with the policy; and
• Understands that the organization is charitable and that in order to maintain its federal tax-exempt status it must engage primarily in activities, which accomplish one or more of its tax-exempt purposes.

SECTION 7. Periodic Reviews.
To ensure that the organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
A. Whether compensation arrangements and benefits are reasonable, are based on competent survey information, and are the result of arm's length bargaining.
B. Whether partnerships, joint ventures, and arrangements with management organizations conform to the organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement, impermissible private benefit, or an excess benefit transaction.

SECTION 8. Use of Outside Experts.
When conducting the periodic reviews as provided for in Section 7, the organization may, but need not, use outside advisers. If outside experts are used, their use shall not relieve the governing Board of its responsibility for ensuring that periodic reviews are conducted.

## Article XIV – The Sewanee Classifieds

SECTION 1. Purpose.
The purpose of the Sewanee Classifieds is to foster a well-informed, harmonious, and dynamic greater Sewanee community by providing an email mailing list.

SECTION 2. Subscription.
A subscription to the Sewanee Classifieds mailing list is provided as a benefit to Association members who have paid their annual dues. Access to Classifieds will be deleted if payment is not received on a yearly basis from current members. For new members, payment is required before Classifieds will be activated.

SECTION 3. Administrative Changes.
Changes to the administration of Classifieds, its membership dues and process, and the acceptable use policies may be made at any time by a majority vote of Sewanee Civic Association board members.

SECTION 4. Administrator.
The Board shall appoint a Sewanee Classifieds Administrator to be approved by two-thirds of the active membership at the annual meeting. The board shall appoint a Classifieds Committee at its discretion from the active membership.

The Sewanee Classifieds Administrator and the SCA treasurer shall have custody of all funds and financial papers of the Sewanee Classifieds. The treasurer shall collect, record and deposit fees, keep a full and accurate account of receipts and expenditures, and disburse funds as approved by the Executive Board and active membership.

The SCA treasurer shall provide a financial statement for every regular meeting of the Association. Upon request, a full report shall be made available to the board within five working days.

The Sewanee Classifieds Administrator is responsible for maintaining the website making the membership as current as possible.

The Sewanee Classifieds Administrator shall send to classifieds membership notices of fees due, and at the discretion of the SCA board and/or appointed committee when violations of policies have been executed.

The Sewanee Classifieds Administrator, SCA board and/or appointed committee shall make sure the Acceptable Use Policy is being followed by Sewanee Classifieds users.

SECTION 5. Acceptable Use.
The Board of Directors shall be responsible for maintaining the Acceptable Use Policy, hosted on the Association's website. Changes to the policy can be made by two-thirds vote of the board.
Sewanee Classifieds users shall adhere to the Acceptable Use Policy. Violation of the policies may result in warnings, suspensions, or termination of the user's account.

Violations of the email distribution lists, and acceptable use policy shall be determined by the Sewanee Classifieds Administrator, SCA board, and/or appointed committee with notice being given to the Sewanee Classifieds Administrator, SCA board and/or appointed committee.

Warnings, suspensions, or termination of the user's account will be handled by the Director of Classifieds, Sewanee Classifieds Administrator, SCA board and/or appointed committee. Action may be taken with approval from the Sewanee Classifieds Administrator, SCA board and/or appointed committee.

Communication to the Sewanee Classifieds Administrator, SCA board and/or appointed committee of warnings, suspensions or termination of the user's account may be handled through emails, phone calls, meetings, or letters.

Classified users found to be in violation of the Acceptable Use Policy will be notified by email.

## Article XV – The Investment Committee

SECTION 1. The purpose of the Investment Committee is to oversee the Sewanee Civic Association Endowment Fund.

SECTION 2. The Board shall appoint a financial specialist to head an Investments Committee that will oversee the Endowment Fund investments and provide quarterly reports to the Board.

SECTION 3. The Sewanee Civic Association Endowment Fund was created in 2009 out of the Community Chest budgetary surplus. Ninety percent of the surplus was placed into an endowment fund and 10 percent was designated in a reserve fund.

A. Any future surpluses will be rolled into this fund and distributed likewise, according to the 90/10 percent model. The interest from the endowment fund will be re-invested into the fund as an annual gift.

B. The Endowment fund cannot be divested unless there is a two-thirds vote of the active membership present at a regular meeting. Notice of a proposed vote regarding a potential divestment of the Endowment Fund should be made public at least two weeks prior to the date of the vote SCA standing Endowment Fund Committee will be appointed by the Board and will meet no less than yearly.

C. Portfolio that generates 4.5 percent income with an edge to a conservative risk tolerance.

## Article XVI – The Sewanee Welcome Center

SECTION 1. The purpose of the Sewanee Welcome Center is to welcome both visitors and residents to Sewanee and the surrounding areas, and to serve as a source of information on recreation, arts and culture activities.

SECTION 2. The Board shall appoint a committee to oversee the functions of the Welcome Center.

SECTION 3. Welcome Center initiatives, decisions, or budgets shall be approved by two-thirds of the active membership.

# Appendix 1 Welcome Center

**MEMORANDUM OF UNDERSTANDING BETWEEN THE UNIVERSITY OF THE AND THE SEWANEE CIVIC ASSOCIATION**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made this day of May 3rd 2023 by and between The University of the South (University) and the Sewanee Civic Association (SCA).

WHEREAS, the University and SCA have experience collaborating on initiatives that benefit those residing in or visiting Sewanee; and,

WHEREAS, it is desired by both parties to determine those ways that the village of Sewanee will continue to serve the interests of residents, visitors and students in order to create a more vibrant and welcoming experience; and,

WHEREAS, the University owns the premises located at 17 Lake O'Donnell Road, Sewanee TN ("the Depot"); and,

WHEREAS, the SCA would like to utilize the exterior of the Depot building structure ("Premises") to display visual maps and descriptors concerning the trailhead for the Mountain Goat Trail, community information, maps and announcements, therefore it is:

RESOLVED that the parties hereby agree:

- The University shall allow SCA to utilize the Premises to provide information about the Sewanee area to residents, visitors and students, as well as a trailhead for the Mountain Goat Trail free of charge subject to the other terms of this MOU below.
- The University makes no representations or warranties concerning the condition, suitability or any other matters relating to the Premises, and SCA hereby acknowledges that University grants use of the Premises on an "as is" basis.
- The University may, at its own choosing and expense, contribute to the overall rejuvenation of the area to include cleaning up the parking lot, external building aesthetic updates (e.g. painting) and similar.
- SCA warrants that prior to display of information or materials SCA will own or obtain all necessary permissions to display. SCA is responsible for the content of all information and materials displayed by SCA on the Premises
- SCA shall propose how the Premises are to be utilized in order to display materials contemplated within this MOU (e.g., mounted to exterior walls, installed on poles or on the grounds near building, etc.) and agrees not to proceed until obtaining permission from the University.
- SCA does not have the right to assign, sublet, transfer or encumber the Premises, or any interest therein, without the prior written consent of University. Any attempted assignment,

subletting, transfer or encumbrance by SCA in violation of the terms of this MOU shall be void.

- SCA acknowledges that use of any funds or grant monies (public or private) received by the SCA and intended to support the purposes intended within this MOU will be coordinated with designated University officials for approval as necessary. Further, the SCA warrants that any funds and/or grant monies received will not obligate the University to provide access to the Depot for any specific period of time, or at all.
- SCA acknowledges that at any time the University may terminate this MOU in order to utilize the Depot for another purpose including, but not limited to, renting to a new tenant or removing the building structure.
- Should the University utilize the Depot for another purpose, it will use commercially reasonable efforts to identify an alternative location for a structure to be used by the SCA for purposes described in this MOU.
- Entire Agreement: This MOU supersedes and takes precedence over any prior MOU or agreement or other oral or written understandings and any such are written or oral discussions or agreements are hereby terminated.
- Liability: Except for the willful or negligent acts or omissions of University or its agents or employees, SCA hereby agrees to indemnify and hold harmless University from and against any and all claims, losses, actions, damages, liabilities, and expenses (including reasonable attorneys' fees) that (i) arise from or are in connection with SCA's possession, use, occupancy, management, maintenance, or control of the Premises, or any portion thereof, or (ii) arise from or are in connection with any willful or negligent act or omission of SCA or SCA's agents, employees, or volunteers, or (iii) result from any default, breach, violation, or nonperformance of this MOU or any provisions therein by SCA, or (iv) arise from injury or death to persons or damage to property sustained on or about the Premises.
- Severability: The invalidity, illegality, or unenforceability of any provision of this MOU shall not affect the validity, legality, or enforceability of any of the other provisions of this MOU which shall remain effective.
- Applicable law: This MOU and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Tennessee.
- Authority: The individual signing below on behalf of SCA hereby represents and warrants that s/he is duly authorized to execute this MOU on behalf of SCA and that this MOU is binding upon SCA.

THE UNIVERSITY OF THE SOUTH

By: _____

Date: May 3, 2023

SEWANEE CIVIC ASSOCIATION

By: _____

Date: May 1, 2023

**1st AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE UNIVERSITY OF THE SOUTH AND THE SEWANEE CIVIC ASSOCIATION**

WHEREAS, The University of the South (University) and Sewanee Civic Association (SCA) entered into a Memorandum of Understanding (MOU) dated May 3, 2023 concerning use of the exterior of the Depot building structure to display visual maps and descriptors concerning the trailhead for the Mountain Goat Trail, community information, maps and announcements; and,

WHEREAS, the University and SCA seek to amend the MOU to make further use of the Depot building, including the interior, as more fully described below, therefore it is:

RESOLVED that the parties hereby agree:

- Effectiveness of MOU: The terms and conditions regarding use of the Premises remain in effect as per the MOU. All capitalized terms not defined will have the meaning attributed to them in the MOU.
- Permitted Use: SCA may use the Premises as a "Welcome Center" to include restrooms, information about the Sewanee area and as the Mountain Goat Trailhead ("Permitted Use"). Prior to commencement of operations, the SCA will provide details regarding the Permitted Use of the Premises including content made available to visitors and hours of operation.
- Alterations or Improvements: University is not be obligated to provide or pay for any alterations or improvements related to the Premises. SCA may make improvements and alterations to the Premises upon SCA obtaining the prior written consent of the University. In the event SCA desires to make any alterations or improvements to the Premises, SCA will provide the scope and location of the desired alteration(s) or improvements as necessary to enable University to formulate a judgment as to the effect such alteration(s) or improvements(s) would have upon the Premises and its systems. Any costs associated with making such alterations or improvements, including, but limited to, construction or increased expenses or operating costs shall be paid by SCA. SCA will obtain a lien waiver from any contractor it employs prior to commencement of any work. SCA will not permit any mechanics' liens, or similar liens, to remain upon the Premises in connection with work of any character performed or claimed to have been performed at the direction of SCA and will cause any such lien to be released or removed immediately without cost to University. If University or its agent provides any services for SCA in connection with such alterations or improvements, SCA will promptly pay University upon receipt of an invoice. Any alterations or improvements will become part of the Premises and the property of University. The renderings attached as Exhibit A specifying alterations and improvements of the Premises are approved by the University.
- Work Letter: SCA's agrees to comply with the Work Letter attached as Exhibit B in the construction of any alterations or improvements of the Premises and any approval of plans, renderings or drawings of alterations or improvements are subject to SCA's compliance with the Work Letter.
- Expenses and Operating Costs: University is not be obligated to provide or pay for any services related to the Premises. SCA agrees to pay expenses and operating costs for the use of the Premises including, but not limited to, maintenance, cleaning, staffing, utilities, security

monitoring, janitorial services, insurance, and pest control during SCA use of the Premises. If University or its agent provides any services for SCA in connection with any maintenance or repairs of the Premises that SCA is required but has failed to do, SCA will promptly pay any just invoice issued by University.

- Hazardous Materials: As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Tennessee or the United States Government, due to its potential harm to the health, safety or welfare of humans or the environment. SCA will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises by SCA, its employees, officers, agents, contractors or visitors.
- Casualty: If the Premises is damaged by fire or other casualty, University shall have no obligation to rebuild, replace, or repair the Premises.
- Conflicts with MOU: If there is any conflict between the terms and condition of this Amendment and the terms and provisions of the MOU, the terms and conditions of this Amendment shall govern with respect to the subject matter hereof.
- Cooperation: This MOU sets forth the parties' current intentions regarding the use of the Premises. The parties agree to use their reasonable best efforts to carry out the terms of this MOU.
- Amendment: This MOU may be amended or modified only by a written amendment signed by an authorized representative of each party.
- No Interpretation against Drafter. This Amendment is the product of negotiations between the parties hereto represented by counsel and any rules of construction relating to interpretation against the drafter of an agreement shall not apply to this Amendment and are expressly waived.
- Authority: The individual signing below on behalf of SCA hereby represents and warrants that s/he is duly authorized to execute this MOU on behalf of SCA and that this MOU is binding upon SCA.

IN WITNESS WHEREOF, University and SCA have executed this Amendment as of the date of the last signature below

| THE UNIVERSITY OF THE SOUTH | SEWANEE CIVIC ASSOCIATION |
|---|---|
| By: _____ | By: _____ |
| Name: DAVID SHIPPS | Name: Kerstin G. Beavers |
| Its: VICE PRESIDENT | Its: President |
| Date: 9/17/24 | Date: 9/17/2024 |