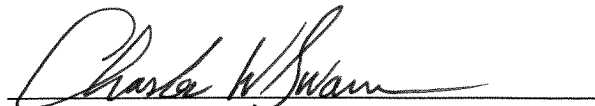


LAW DIRECTOR'S ACKNOWLEDGMENT

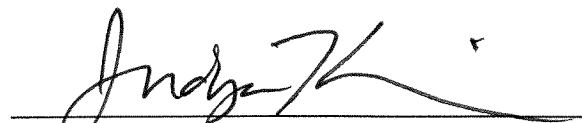
I have reviewed the report of special counsel Betsy J. Beck dated April 4, 2023 and, as Ethics Officer for the City of Knoxville, I accept and approve her findings. Copies of this report shall be forwarded to the Mayor for review and approval and to the Knoxville Police Department Internal Affairs Unit to document the results of the investigation.



Charles W. Swanson
Law Director

MAYOR'S ACKNOWLEDGMENT

I have reviewed the report of findings of independent investigator Betsy J. Beck dated April 4, 2023 and I hereby accept and approve those findings.



Indya Kincannon
Mayor

KRAMER RAYSON LLP

ATTORNEYS AT LAW

JOHN T. JOHNSON, JR.
WARREN L. GOOCH
EDWARD G. PHILLIPS
THOMAS M. HALE
JACKSON G. KRAMER
BEECHER A. BARTLETT, JR.
JOHN C. BURGIN, JR.
CHARLES M. FINN
ROBERT A. CRAWFORD
JOHN E. WINTERS
ROBERT L. BOWMAN
STEVEN E. KRAMER
SHANNON COLEMAN EGGLE
KATE E. TUCKER
BETSY J. BECK
WILLIAM J. CARVER
GEORGE R. ARRANTS, JR.
BRANDON L. MORROW
CAMILLE H. SANDERS
BRYCE E. FITZGERALD
ERICA D. GREEN
NATHANIEL D. MOORE
ANDREW M. HALE
LUCAS M. FISHMAN
JAMES T. SNODGRASS
KATHERINE R. OVERTON

POST OFFICE BOX 629
KNOXVILLE, TENNESSEE 37901-0629

FOUNDED 1948

April 4, 2023

Via e-mail to cswanson@knoxvilletn.gov
(hard copy to follow)

OF COUNSEL
WAYNE R. KRAMER
LESLIE L. SHIELDS

OFFICES
FIRST HORIZON PLAZA, SUITE 2500
800 SOUTH GAY STREET
KNOXVILLE, TENNESSEE 37929
TELEPHONE 865 525-5134
TELECOPIER 865 522-5723

105 DONNER DRIVE, SUITE A
OAK RIDGE, TENNESSEE 37830
TELEPHONE 865 220-5134
TELECOPIER 865 220-5132

R.R. KRAMER (1888-1966)
E.H. RAYSON (1923-2017)

Charles Swanson, Esq.
Law Director, City of Knoxville
400 Main Street, Suite 699
Knoxville, TN 37902

Dear Mr. Swanson,

On behalf of the City of Knoxville (the "City"), you retained this firm to investigate an Internal Affairs complaint filed by Complainant Ron Linkins ("Mr. Linkins"). The complaint requested an investigation into whether Knoxville Police Department ("KPD") Chief of Police Paul Noel ("Chief Noel") and/or Lieutenant Sam Henard ("Sergeant Henard" or "Lieutenant Henard")¹ violated any policies or codes of conduct based on the rental of a private home from Sergeant Henard to Chief Noel in 2022 and Sergeant Henard's later promotion from sergeant to lieutenant.

As stated in KPD's General Order 1.39, Section I, "the policy of the Knoxville Police Department is to investigate all allegations of misconduct against Knoxville Police Department employees." Complaints of misconduct are routinely handled by KPD's Internal Affairs Unit. Due to the nature of the investigation and the naming of Chief Noel as an involved party, the City's Law Department, in consultation with Brooklyn Belk ("Ms. Belk"), Deputy Chief of Professional Standards for KPD, decided to hire an independent investigator to perform a thorough and objective investigation into the complaint.

The City hired me to serve in the role of independent investigator with the assigned task of determining whether any action by Chief Noel or Lieutenant Henard violated KPD or City policies. To assist in my investigation, the Law Department provided me with a number of selected documents relevant to the allegations in the complaint, including City of Knoxville Code of Ethics

¹ Due to a promotion, Sam Henard will be referred to as Sergeant Henard during some places in this report, and he will be referred to as Lieutenant Henard in other places. I have attempted to utilize the title appropriate at the referenced time.

1-17(e), City Administrative Rule 1.09, City of Knoxville Ordinance Part II, Chapter 2, Article VIII, Division 11, and Knoxville Police Department Standard Operating Procedure – Code of Conduct.

I. The Complaint

In late February of 2023, the Complainant, Mr. Linkins, wrote a post on his personal Facebook page regarding his understanding of, and disagreement with, changes KPD had made to its recruiting or hiring requirements. The post by Mr. Linkins, who is Facebook friends with a number of current and former officers at KPD, generated significant discussion in the comments. Sergeant Henard, who was then serving as the Personnel Director at KPD, responded to the posting and comments that followed. In his comment, Sergeant Henard gave his opinion that the interview process for police applicants was improved with the changes that had been implemented. Mr. Linkins responded with, “I love you buddy, but you have full on drank this guy’s Kool aid” and commented that many of his contacts still at KPD are counting down the days until they can leave.

Lieutenant Henard left the conversation and unfriended Mr. Linkins because he felt that he was a leader within KPD and did not need the stress of trying to explain the current changes to people outside of KPD. Following Lieutenant Henard’s exit from the Facebook conversation, Mr. Linkins added the following comment:

Well it appears Lt Henard has defriended me on Facebook. Just when I wanted to ask him about a public records search that shows Chief Noel spent about four months living in a house owned by Henard. This was just prior to him being promoted to lieutenant. I wonder if the house was rented at fair market value or if there was some quid pro quo going on?

A number of current KPD officers were able to see the thread of the Facebook conversation, including Sergeant Amanda Bunch, an officer in KPD’s Internal Affairs. Due to her position, Sergeant Bunch reached out to Mr. Linkins via Facebook and asked him how he found out about the rental home arrangement, and he responded with information about public records search results. Sergeant Bunch informed her immediate supervisor in Internal Affairs, Captain Steve Still, about the post and information. In addition, because a number of other officers were able to see the Facebook post and comments, several other KPD officers had already drawn it to Captain Still’s attention.

Captain Steve Still (“Captain Still”) met with Mr. Linkins in person on March 6, 2023 and took his sworn statement (“the Complaint”). The Complaint alleged that KPD’s Chief Noel rented a home in 2022 from Sergeant Sam Henard, who has since been promoted to lieutenant. The Complaint, as stated by Mr. Linkins, is as follows:

Yeah after the Facebook post, I received some information that Chief Noel had possibly lived in a house for a period of time that was owned by at the time Sergeant Sam Henard. And I got. . . I was able to get the address to the house and did some digging on my own through some public records websites, and it does appear that

Chief Noel had a residence at this house on . . . 313 Hardwick Drive. Anyway, it appears that Chief Noel had taken up residence and according to KGIS, that house is owned by Sam Henard, so it . . . it kind of gives the perception that maybe there was some favors taking place, and I'm not saying there was or wasn't. But I think that the perception is there enough that it . . . it should be looked into. Because for the period of time that that residence was established, within two or three months after that Sam Henard was promoted to Lieutenant. And I, you know, I don't know if fair market value was . . . was paid in rent or other considerations, but I think that all should be looked into.

The above description of the Complaint is consistent with the concerns shared with me by Mr. Linkins during my witness interview with him. Mr. Linkins clarified that by filing the Complaint, he was not making an accusation, but instead was raising a question that he felt needed to be investigated.

II. Scope of Investigation and Applicable Sections

The scope of my investigation was to determine facts relative to the Complaint and, based on the facts, determine whether Chief Noel or Lieutenant Henard violated (1) KPD policies, standard operating procedures or general orders; or (2) City ordinances or administrative rules. In my investigation, I spoke to a total of ten (10) witnesses: Ron Linkins, Chief Paul Noel, Captain Steve Still, Amy Boring, Officer Fred Kimber, Sergeant Amanda Bunch, Assistant Chief Mark Fortner, Deputy Chief David Powell, Lieutenant Sam Henard, and Andrew McGranaghan.

The Complaint generally reported concern regarding whether any action by Chief Noel or Henard violated any applicable ethics, code of conduct, or conflict of interest obligations, but Mr. Linkins did not identify specific references to sections he believed had been violated. In my review of the provided City and KPD documents, based on the allegations of the Complaint, the investigation included an analysis of the following specific sections:

KPD Standard Operating Procedure - Code of Conduct – Code of Ethics

Employees shall not limit their effectiveness in the administration of their office by accepting gratuities or favors from citizens or corporations with whom they may have official dealings.

* * *

Employees shall so conduct their private lives that the public will regard them as examples of stability, fidelity, and morality.

KPD Standard Operating Procedure - Code of Conduct – Part 1.14

A. An employee shall not use their position, badge, or uniform to solicit or accept gifts or gratuities that could, in the public mind, be interpreted as capable of influencing his judgment in the discharge of his duties or that would reflect favoritism by the

employee or department towards any particular person, group, or business.

An employee may not accept, directly or indirectly, any money, gift, gratuity, or other consideration or favor of any kind from anyone other than the city:

1. For the performance of an act or refraining from performance of an act, that the employee would be expected to perform, or refrain from performing, in the regular course of their duties;
2. That might reasonably be interpreted as an attempt to influence the employee's action, or reward the employee for past action in executing city business.

City Code of Ethics 1-17(e)

A city official or employee may not accept, directly or indirectly, any money, gift, gratuity, or other consideration or favor of any kind from anyone other than the city:

1. For the performance of an act, or refraining from performance of an act that he or she would be expected to perform, or refrain from performing, in the regular course of his or her duties; or
2. That might reasonably be interpreted as an attempt to influence his or her action, or reward him or her for past action, in executing city business. . .

City Administrative Rule 1.09

All City employees are required to maintain the highest ethical standards in the conduct of their official duties. In order to fulfill this requirement, the following points are made:

- A. There shall be no activity which is in conflict with the interest of the City or employee's official duties.
- B. City employees cannot use their position with the City for private interest.
- C. No employee shall directly or indirectly accept any gift, favor or service in any form under circumstances from which it could reasonably be inferred that the gift was intended to influence the employee, or reasonably be expected to influence the employee, in the performance of the employee's official duty or was intended

as a reward for any official act by the employee which benefits another party.

D. Personal characteristics such as honesty, courtesy, dependability, sobriety, industry, and use of sound judgment are requirements for all employees in all classes of work throughout City employment.

E. To the extent of conflict between this rule and the provisions of any ordinance enacted by City Council, the provisions of the ordinance control.

City of Knoxville Ordinance Part II, Chapter 2, Article VIII, Division 11, Section 2-1047 – General standards of conduct.

(a) *General standards of conduct for employees.* Any effort to realize personal gain through public employment, inconsistent with the responsible discharge of that public employment, is a violation of a public trust, as is any conduct which would create a justifiable impression in the public that such trust is being violated. In order to fulfill the ethical standards prescribed by this section, employees must meet the standards of conduct set forth in this section and also in sections 2-1048 through 2-1054.

III. Summary of Facts as Determined in the Investigation

A. The Rental Home Arrangement

On April 28, 2022, City Mayor Indya Kincannon announced that Chief Noel had been selected as the new Chief of Police for KPD. Chief Noel, from New Orleans, Louisiana, began work at KPD on June 13, 2022. Between his hire and first day of employment, Chief Noel and his wife, Rachel (“Mrs. Noel”) spent time in Knoxville for the purpose of the Chief learning the community and for Mrs. Noel to look for temporary housing for the family. The Noels planned to eventually buy a home, but they wanted to learn more about Knoxville before deciding where to purchase a home.

The Noels originally intended to rent a corporate apartment, but they were unable to find any available for rent which met their needs. Mrs. Noel spent several days calling and inquiring online about rental home listings (even submitting applications with fees), but inventory was extremely low and she ran into significant difficulty. The rental market and inability of the Noels to find housing created stress for the Noel family, and their time was running short to find temporary housing while in Knoxville. Chief Noel spoke about the difficulty to Mayor Kincannon and her office, who made contact with George Wallace, Chief Executive Officer of Coldwell Banker Wallace. Mr. Wallace provided a referral to the agency’s Chief Development Officer and licensed real estate agent, Andrew McGranaghan (“Mr. McGranaghan”). Mr. McGranaghan reached out to the Noels about representing them, and he became their exclusive real estate agent.

During the process of looking for a home to rent, Mr. McGranaghan primarily communicated with Mrs. Noel. Mr. McGranaghan was working with the Noels to look ultimately for a home purchase in Knoxville, but for their immediate needs, he was helping them look for a short-term rental.

Sam Henard is a current KPD employee, and in May of 2022 he was a Sergeant assigned to work as KPD's Personnel Director. Sergeant Henard has been a licensed real estate agent since 2020, and he works in real estate as secondary employment from KPD. Until March 2023, his brokerage affiliation had been with Coldwell Banker Wallace. Through his affiliation with the agency, Sergeant Henard worked with Mr. McGranaghan, who was also a personal friend of Sergeant Henard's.

In 2021, Sergeant Henard purchased a home located at 313 Hardwicke Drive in Knoxville. He planned to renovate the home and make it available for rentals, through both Airbnb short-term rentals and/or longer-term furnished rentals by Zillow listing, etc. By the spring of 2022, Sergeant Henard had completed most of the renovations and had rented the Hardwicke Drive home through Airbnb.

Mr. McGranaghan was aware of Sergeant Henard's purchase of a home in west Knoxville, and he knew that Sergeant Henard had been renovating the home. Mr. McGranaghan searched diligently for a rental home for the Noels, but the real estate market was at a peak and inventory was low. Mr. McGranaghan showed a few rental homes to the Noels, but those homes were in poor condition and not appropriate for the Noel family, who have a young daughter.

In looking for other options for his clients, Mr. McGranaghan reached out to his friend, Sergeant Henard, to ask whether his rental home was ready and available. Mr. McGranaghan said he had a potential client² looking for a rental home and inquired whether Sergeant Henard's home was ready, but he did not identify the potential client as Chief Noel. Sergeant Henard responded that the home was ready for rental, and if Mr. McGranaghan's clients could not find anything and were interested, they could look at it.

Sergeant Henard provided access instructions to Mr. McGranaghan, who took the Noels to view the 313 Hardwicke Drive home. The Noels liked the home and believed it would work for their family and instructed Mr. McGranaghan to communicate with the owner and get them the paperwork. Sergeant Henard set the rental amount and prepared the written lease agreement, which he sent to Mr. McGranaghan. Initially, Sergeant Henard had the rental amount set at \$3,000 per month with an arrangement for the Noels to set up and pay for their own utilities. Due to the fact that the rental was short-term and month-to-month, it made more sense to keep utilities in Sergeant Henard's name. Accordingly, the rental amount was increased to \$3,200 per month with utilities included. This is confirmed in an e-mail to Mrs. Noel (copying Chief Noel) dated May 4, 2022 when Mr. McGranaghan stated, "No problem to get cable and internet set up. I think it's just something you'll be responsible for. Sam increased the rent and will just keep utilities in his name.

² None of the relevant parties (Chief Noel, Lieutenant Henard, or Mr. McGranaghan) are able to remember when they each learned the other party had a connection to KPD. The best conclusion based on each of their recollections is that the initial conversations between each party and Mr. McGranaghan occurred before anyone knew the other party had connection to KPD, but that information was known by all at the time of signing the lease.

Sounds good and I'll confirm but shouldn't be a problem about beds." Mr. McGranaghan sent the lease to the Noels, who reviewed and signed the lease. There was no negotiation to the \$3,200.00 per month rental amount set by Sergeant Henard³, and there was no communication directly between Sergeant Henard and either Chief Noel or Mrs. Noel before the lease was signed.

The rental arrangement was confirmed in a written lease titled "RESIDENTIAL LEASE between Samuel Henard and Paul and Rachel Noel for 313 Hardwicke Drive Knoxville, TN 37923" (the "Lease Agreement") which was signed by Sergeant Henard on May 5, 2022 and by Chief and Mrs. Noel electronically on May 6, 2022. (*Exhibit 1 – Residential Lease.*) The Lease Agreement required the Noels to pay \$3,200.00 each month, with a \$3,000 deposit. During the term of the lease, Mrs. Noel made the payments to Sergeant Henard primarily by check or by Venmo on one occasion, and any communication between the Noels and their landlord was handled by Mrs. Noel.⁴ The Noels paid the full rent for each month they occupied 313 Hardwicke Drive. The required deposit and June rent was paid by check dated May 11, 2022 and signed by Mrs. Noel. The July rent was paid by check dated July 2, 2022 and signed by Mrs. Noel. The August rent was paid by check dated July 30, 2022 and signed by Mrs. Noel. The September rent was paid by Venmo from Mrs. Noel on September 12, 2022. The October rent was paid by check dated October 1, 2022 signed by Mrs. Noel.

The Noels terminated the lease at the end of October when they bought their current home in Knoxville. The Noels' deposit was returned to them in accordance with the terms of the Lease Agreement. The Noels continued to use Mr. McGranaghan as their real estate agent, and he represented them in the purchase of their current home, for which he was paid a commission. Sergeant Henard had no involvement in the representation of the Noels in the purchase of their home, and he was not involved in the transaction on the seller's end either. Sergeant Henard received no commission, payment, or benefit of any kind off of the Noels' purchase of a home using their agent, Mr. McGranahan.

B. Description of Promotional Procedures at KPD⁵

Under KPD's longstanding practice, when an opening for an advanced rank position⁶ became available, KPD worked with the City of Knoxville Civil Service Department ("Civil Service") to engage in a formal process for evaluation of candidates for promotion. Generally,

³ Sergeant Henard and Mr. McGranaghan had previously discussed potential rental rates or listing price for the 313 Hardwicke Drive home. Those discussions occurred in the context of discussions as friends and real estate agents talking about the home, not in relationship to a rental amount for the Noels. Sergeant Henard set the rental amount consistent with his valuation of the market and previous discussions between Sergeant Henard and Mr. McGranaghan.

⁴ In response to a communication by Mrs. Noel of a sewage problem affecting the basement of the home, Sergeant Henard texted both Mrs. Noel and Chief Noel with an update about an emergency repair schedule. The sewage problem was a major one, and Sergeant Henard felt it was important to make them both aware of the planned repair. That text message was the only communication between Sergeant Henard and Chief Noel about the rental home at any time.

⁵ KPD is implementing some changes to this process for efficiency, but the process described in this report was the one in place during 2022 and at least through Sergeant Henard's promotion in 2023.

⁶ Deputy Chief promotions are handled by interview and consideration by the Chief of Police.

that promotional process included all the steps described below. When an opening was announced, it was posted and Civil Service handled the initial steps of candidate evaluation. Those initial steps included provision of a test through Civil Service that is often referred to as the “inbasket test.” as well as interviews of each candidate by individuals from out-of-town law enforcement agencies (“External Interviews”). Those first two steps, done by Civil Service, are designed to assess the candidates and provide objective results before internal interviews are held by KPD. After review of the test scores and results from the External Interviews, Civil Service sends a list to KPD with all candidates ranked in order of their performance on the inbasket test and the out of town interviews.

At that point, KPD schedules interviews with all candidates on the Civil Service list. The interviews are performed by KPD’s Command Staff, which consists of the Chief of Police, Assistant Chief of Police, Deputy Chiefs of Police, and Captains. Following those interviews, Command Staff discusses the candidates and votes or ranks all candidates based on all the information. That feedback and those results are considered by the Chief of Police, who ultimately makes every promotional decision.

C. Fall 2022 Promotions

There was significant organizational change occurring in the first few months of Chief Noel’s hire. As a result of organizational changes, there were a number of openings for officer promotion to Sergeant, Lieutenant, Captain, and Deputy Chief in the fall of 2022. This report will focus specifically on the lieutenant openings. In accordance with KPD’s promotional process, KPD sent a requisition for the position of Police Lieutenant (Requisition No. 4108) identifying seven (7) openings for lieutenant.⁷ In response, the Civil Service administered the required testing and External Interviews for all of the open positions at the various ranks, including the lieutenant openings, and provided the list of its rankings to KPD prior to KPD’s internal interviews.

Eleven (11) officers were eligible for the promotion and applied for promotion to Lieutenant and participated in the testing and out-of-town interviews performed through the Civil Service Department. On August 25, 2022, the Civil Service Director sent KPD the list of eligible candidates, ranked in order of their scores from the test and the out-of-town interviews. (*Exhibit 2 – Civil Service list for lieutenant promotions.*) That ranking sheet for the Lieutenant position ranked Sergeant Henard fifth out of the eleven eligible candidates.

Internal interviews of the lieutenant candidates were held in September 2022 by the following members of Command Staff:

Chief Paul Noel	Captain Brian Evans
Assistant Chief Mark Fortner	Captain Tony Willis
Deputy Chief Cynthia Gass	Captain John Kiely
Captain Don Jones	Captain David Powell
Captain Susan Coker	

⁷ As will be discussed below, despite the Civil Service requisition for seven (7) lieutenant openings, only six (6) promotions to lieutenant were made in Fall 2022.

Following the interviews of all candidates, Command Staff reviewed the Civil Service rankings, performance evaluations, impressions of the candidate's interview performance, and otherwise discussed each candidate and his strengths or weaknesses.

In Command Staff's discussion of the lieutenant candidates, there was concern expressed by some members of Command Staff about Sergeant Henard and whether he was appropriate for selection for promotion. Based on the recollection of Deputy Chief Powell, the concern expressed inside the Command Staff discussions was about Sergeant Henard's performance in patrol and whether it was advisable for him to return to patrol.⁸ The discussion about Sergeant Henard was not wholly negative, however, and he was favorably reviewed by some of Command Staff. Sergeant Henard's immediate supervisor, Deputy Chief David Powell,⁹ had favorable comments about his performance and dedication to KPD. Deputy Chief Powell advocated for Sergeant Henard's selection and believed a promotion to Lieutenant was appropriate.

At the conclusion of Command Staff's discussion, the following six (6) candidates were selected for promotion to lieutenant: Adam Minner, Brian Bumpus, Ricky Eastridge, Jeremy Maupin, Christopher Bell, and Michael Perry. Based on the recollections of members of Command Staff interviewed, Sergeant Henard had finished the process ranked seventh, or just below the six candidates selected for promotion in the fall of 2022. As recalled by Assistant Chief Fortner, Sergeant Henard was the next candidate up for promotion based on the rankings. Chief Noel ultimately made the selections for promotion to lieutenant, and there is no evidence that he changed any of Command Staff's recommendations. Sergeant Henard was not selected.

Following the rankings by Command Staff and Chief Noel's decisions on promotions, Chief Noel met individually with each successful and unsuccessful candidate for promotion. When Chief Noel met with Sergeant Henard, he informed Sergeant Henard that he was not selected for promotion to lieutenant. Sergeant Henard was upset and frustrated that he did not receive the promotion to lieutenant, and he expressed that disappointment to Chief Noel. Chief Noel relayed to Sergeant Henard some of the items that had been discussed by Command Staff that contributed to his ranking. Sergeant Henard spoke candidly with Chief Noel in providing his response and explanation to some of the feedback that was discussed by Command Staff in its decisionmaking process. Sergeant Henard told Chief Noel that there were some members of the senior leadership team that did not like him personally or otherwise viewed him negatively. Chief Noel advised Sergeant Henard that he was "right there" and to keep his head up because more openings would be coming and he had done well and finished close. Sergeant Henard also had conversation with Deputy Chief Powell after he was not selected, and Deputy Chief Powell indicated to Sergeant Henard that he did well in the process and was optimistic that Sergeant Henard would get the next promotion, and may even have told Sergeant Henard that he would get it next time.

⁸ The term patrol has been replaced by "Field Operations." Upon promotion in January 2023, Lieutenant Henard is now assigned to the Field Operations division.

⁹ Deputy Chief Powell was a Captain promoted to Deputy Chief. I am using his current title of Deputy Chief throughout this document.

D. January 2023 Promotion of Sergeant Henard to Lieutenant

At the time of the Fall 2022 promotions, Chief Noel and Command Staff already knew that additional promotional opportunities would be available in early 2023. Deputy Chief Cindy Gass had previously announced her intention to retire, and the effective date of her retirement was in early 2023. That retirement had the effect of opening a deputy chief position, a captain position, a lieutenant position and a sergeant position. The filling of those promotions in January 2023 did not require a new requisition from the Civil Service Department. Pursuant to Civil Service Merit Board Rule Section 2101.1.1, “[p]romotional applicants for all classified positions in the uniformed bodies above the rank of Recruit who takes any civil service examination and passes all requirements shall be placed on the eligibility register for a period of five years.” Accordingly, the September 2022 Civil Service list of eligible candidates for promotion to lieutenant was appropriate for use in consideration of a further lieutenant promotion in January 2023.

In addition, the candidate interview process had been completed within the last several months. Chief Noel made selections for promotion in January 2023 based on the process performed in September 2022 and the results thereof. The same process was used for selection of promotions for the other ranks in January 2023. Specifically, Chief Noel selected Tracy Hunter for promotion to captain, Sam Henard for promotion to lieutenant, and Steven Kaufman for promotion to sergeant. All three of those selections were based on the results of the promotional process (including through Civil Service and the KPD internal interviews) done in September 2022.

Chief Noel selected Sam Henard for promotion to lieutenant based on Sergeant Henard’s finish during the promotional process in September 2022. In addition, Assistant Chief Fortner and Chief Noel discussed the opening for lieutenant, and Assistant Chief Fortner told Chief Noel that he recommended choosing Sergeant Henard. Sergeant Henard’s promotion to lieutenant was effective on January 29, 2023, as well as the promotions of Tracy Hunter and Steven Kaufman.

E. Sergeant Henard’s Performance as Personnel Director

When Mr. Linkins Facebook post was reported to Captain Still, several of the reporting officers expressed their opinion that Sergeant Henard’s promotion was surprising based on his performance. Sergeant Henard was appointed to the Personnel Director role in 2021. The Personnel Director oversees recruitment, evaluations, hiring, and serves as a liaison with Civil Service. Sergeant Henard had a short training window for the position, and the position required different skills than other law enforcement positions. Sergeant Henard consulted with, and relied on, Deputy Chief Powell to ask questions about the role and receive further training.

Several witnesses shared with me that there were areas of Sergeant Henard’s performance as Personnel Director that needed improvement. Employees working in the Personnel Department described Sergeant Henard’s inconsistent schedule, irregular attendance in the office, micromanagement, and a pattern of Sergeant Henard assigning more work to others rather than performing it himself. However, those Personnel Department employees did not report those concerns or evaluations to Sergeant Henard’s supervisor, Deputy Chief Powell.

In addition, officers working in KPD's Internal Affairs Unit described significant difficulties in working with Sergeant Henard. They reported delays in receiving background checks on new hires, which put them behind on processing their portion of the new hire process. Internal Affairs officers also reported difficulty with finding Sergeant Henard in the office and indicated that he was out of the office more than expected.

Deputy Chief Powell was aware of complaints from Internal Affairs, the Police Academy, and others regarding personnel department items that were not getting processed timely, but he described those issues as minor. Deputy Chief Powell understood and acknowledged that Sergeant Henard made some mistakes as Personnel Director, but he was impressed by Sergeant Henard's commitment to the job and to giving his heart and soul to KPD. In response to Sergeant Henard's attendance or schedule inconsistencies, Deputy Chief Powell met with Henard to tell him that the job needed his consistent presence in the office during working hours.

Deputy Chief Powell reported that he believed Sergeant Henard had "buyer's remorse" about taking the Personnel Director job and could tell that he was not happy. Deputy Chief Powell knew that Sergeant Henard had applied for, but was not chosen for, a position at Safety City that was more of a community liaison. Deputy Chief Powell believed Sergeant Henard wanted, and was better suited for a positions with community connection.

Deputy Chief Powell approached Sergeant Amanda Bunch from Internal Affairs to ask whether she had interest in the Personnel Director position. He states that he believed Henard would be better suited for a community-oriented role, and Deputy Chief Powell was impressed by Sergeant Bunch and felt she would do well in the Personnel Director role. Ultimately, Sergeant Bunch was not moved to Personnel Director, apparently for two reasons: (1) Assistant Chief Fortner did not encourage the transfer until a replacement was identified for Internal Affairs, which is a hard position to fill; and (2) Chief Noel had a vision for the Personnel Director to be filled by a civilian with the appropriate skills and background, rather than an officer. At the current time, and at all times following Sergeant Henard's promotion, the Personnel Director role has been filled by a civilian employee of the City of Knoxville. When that temporary appointment is over and the money is included in KPD's budget, KPD will hire a civilian employee with the human resources skills to perform the role.

Deputy Chief Powell did not view Sergeant Henard's performance as weak. While Deputy Chief Powell was familiar with delays in certain tasks and concern about Sergeant Henard's schedule, he viewed Sergeant Henard's performance as competent and was understanding of some errors based on what he viewed as a large workload for the position and need for ongoing training. The 2022 performance evaluation for Sergeant Henard was issued by Deputy Chief Powell, and the score was a 4.7 out of a maximum of 5. Deputy Chief Powell was the only appraiser of Sergeant Henard's performance. Chief Noel's signature on the performance evaluation, dated two days after Sergeant Henard's signature on the evaluation, appears on the document but indicates only that the evaluation has been completed and is ready to be filed. Chief Noel did not review or

provide input on the evaluation. In addition, based on his own assessment of Sergeant Henard's performance, Deputy Chief Powell advocated for Sergeant Henard during the Command Staff interviews and discussions.

F. Scope of Witness Interviews

At the conclusion of each interview, I gave every witness the opportunity to tell me anything they believed was important or relevant, and any information provided by the witnesses was considered in the investigation and this report.

IV. Factual Conclusions

A. The Rental Home Arrangement Between Chief Noel and Sergeant Henard Was a Standard Business Transaction at Fair Market Value.

I found no evidence to support that the rental home arrangement between Sergeant Henard and Chief Noel was provided as a favor, gratuity, or benefit to Chief Noel. All communications about the rental arrangement were handled by the Noels' real estate agent, Mr. McGranaghan. The transaction was confirmed by a written Lease Agreement signed by both parties, and it is the same lease used by Lieutenant Henard with his other month-to-month renters. Finally, and perhaps most importantly, the financial terms of the Lease Agreement were fair and appropriate based on the market at the time. The Noels were required to pay a deposit of \$3,000 and required to pay a monthly rental amount of \$3,200.00 per month for the home.

The Noels paid the required amount every month. Based on the real estate market at the time, \$3,200.00 per month was fair market rental value for the home, as confirmed by Mr. McGranaghan in his professional opinion. Based on information available to me, I draw the same conclusion – the rental amount charged per month was at least fair market value for the home. In addition, the amount of the monthly rental was in excess of what the Noels budgeted to pay for a Knoxville rental, which they increased by necessity in order to have a place to live. There is no evidence that there was any negotiation by the Noels (or Mr. McGranaghan on their behalf) to lower the monthly rental amount set or requested by Sergeant Henard.

Lieutenant Henard continues to rent the 313 Harwicke Drive home to monthly renters, and his most recent monthly rental amount is \$3,500.00. In early 2023, Lieutenant Henard increased the monthly rental amount to \$3,500.00 based on continued market increases due to lack of inventory and to account for repair costs of damage committed by Airbnb renters. Even at an increased price, Lieutenant Henard has been able to rent the home without difficulty.

I found no evidence to support that Chief Noel and his family paid any less than fair market value for the rental at 313 Hardwicke Drive, nor any evidence to support that Sergeant Henard provided any favor, gratuity, or other benefit to Chief Noel in the renting of his home to the Noels.

2. There Was No Benefit or Payment to Sergeant Henard or Chief Noel Resulting From the Noels' Purchase of a Home.

Sergeant Henard did not receive any pay, commission, or other benefit from the Noel family's purchase of their current home. I found no evidence to support that any favors or benefits were exchanged between Sergeant Henard and Chief Noel related to the Noels' purchase of their home using their agent, Mr. McGranaghan.

3. There Is No Evidence That the Promotion of Sergeant Henard to Lieutenant Was a Favor or Otherwise Improper.

I find no evidence to support or establish that Lieutenant Henard's promotion to lieutenant was done as a favor or benefit by Chief Noel or was otherwise improper. When Sergeant Henard applied initially for a promotion in August 2022, he was not selected for one of the six (6) lieutenant positions filled at the time. Sergeant Henard had ranked fifth out the eleven candidates after the promotional evaluations done by Civil Service, but he was not selected following interviews with Command Staff and Chief Noel. Instead, he was ranked just below the successful candidates. When an opening at lieutenant occurred in January 2023, Chief Noel selected Sergeant Henard based on his placement in September 2022 and in consultation with Assistant Chief Fortner. At the same time, Chief Noel selected Tracy Hunter for Captain and Steven Kaufman for Sergeant using the same process.

Although witnesses had differing views of Sergeant Henard's performance as Personnel Director, those comments came primarily from his subordinates in the personnel department and officers in other departments who worked with the personnel department. Sergeant Henard's immediate supervisor, Deputy Chief David Powell, evaluated him favorably and was supportive of Sergeant Henard receiving a promotion. No witness provided any support or evidence to support that Deputy Chief Powell's evaluation of Sergeant Henard was based on anything other than his own opinions, and Captain Powell confirmed that his evaluation of Sergeant Henard was accurate.

No witnesses, including those who negatively viewed Sergeant Henard's performance as Personnel Director, had any evidence or reason to believe that KPD did not apply its normal promotional process in the case of Lieutenant Henard's promotion. Those witnesses, instead, shared that based on their experience, they disagreed with the promotion. Those witnesses also stated that, if KPD followed its normal promotional process and Sergeant Henard was selected based on it, they would view the selection as fair. In sum, several of the witnesses had a recollection that Sergeant Henard's performance as Personnel Director was unsatisfactory, but none of those witnesses were his supervisor, were on Command Staff, or were otherwise involved in the selection process for promotions. Their statements were that they did not agree with or understand the decision based on their experience with Sergeant Henard as Personnel Director.

For purposes of this investigation, the question is not whether other officers at KPD agreed with his promotion or even whether Sergeant Henard should have been promoted. The question, instead, is whether there was any evidence that Sergeant Henard's promotion to lieutenant was a result of a favor, gratuity, unethical behavior, a conflict of interest, or any other conduct violative of KPD or City policies, codes, orders, rules or ordinances.

I did not find any evidence to support that Sergeant Henard's promotion to lieutenant was a result of a favor, unethical behavior, a conflict of interest, or any other conduct violative of KPD or City policies, codes, orders, rules or ordinances. Indeed, there is evidence to the contrary. Chief Noel adopted the recommendations of Command Staff for lieutenant promotions in Fall 2022 based on their ranking of the candidates. Sergeant Henard was not selected by Chief Noel for promotion, despite the fact that he had ranked in the top six candidates based on his performance during the steps administered by Civil Service. Simply put, if Chief Noel was determined or felt obligated to promote Sergeant Henard as a favor, gratuity, benefit or in return for something, he had an easy opportunity to do so in Fall 2022. He did not. Instead, Sergeant Henard was not selected for promotion. He was later promoted in January 2023 based on results of the evaluations performed by Command Staff in September 2022.

V. Findings

A. Findings Based on KPD Standard Operating Procedure

Based on the above findings, pursuant to KPD General Order No. 1.39 Section VI. C, 3(g), I recommend classifying the result of the Complaint as ***Fourth Degree*** as it pertains to KPD's Standard Operating Procedure - Code of Conduct.

According to the General Order, Fourth Degree results in a finding of "***UNFOUNDED – The investigation disclosed that the alleged act complained of never occurred and, therefore, is false. (This may apply to one or all parts of the complaint.)***"

B. Findings Based on City Code, Ordinance and Rule

I found no evidence to substantiate that either Chief Noel or Lieutenant Henard violated City Code of Ethics 1.17(e), City Administrative Rule 1.09, or City of Knoxville Ordinance Part II, Chapter 2, Article VIII, Division 11, Section 2-1047.

Charles Swanson, Esq.
April 4, 2023
Page 15 of 15

VI. Conclusion

Based upon the interviews I conducted and review of all relevant documents, I conclude that Chief Noel's actions did not violate any KPD or City policy, code, order, ordinance, or rule. I make the same conclusion with regard to Lieutenant Henard.

Thank you for the opportunity to serve the City. If you have questions about this report or my findings, please let me know.

Sincerely yours,

KRAMER RAYSON LLP

A handwritten signature in black ink that reads "Betsy Beck". The signature is written in a cursive, flowing style.

Betsy J. Beck

Enclosures

cc: Ron Mills, Esq.

RESIDENTIAL LEASE between Samuel Henard and Paul and Rachel Noel for 313 Hardwicke Drive Knoxville, TN 37923

THIS LEASE AGREEMENT is entered into on the 4th day of ~~March~~ ^{May} 2022 by and between Samuel Henard (hereinafter referred to as "Landlord") and Paul and Rachel Noel (hereinafter referred to as "Tenant").

1. **Description and Term:** Landlord leases to Tenant and Tenant leases from Landlord 313 Hardwicke Drive in Knoxville, TN 37923 (the "Leased Premises").

The term of this Lease shall be month to month commencing on June 1, 2022 and ending (To Be Determined), unless renewed by Landlord as hereinafter provided or notified of end of lease prior to end date.

2. **Rent:** During the term of the Lease, Tenant shall pay to Landlord, Samuel Henard at 445 W. Blount Avenue unit 103 Knoxville, TN 37920, \$3200 per month, without demand, as rent for the Leased Premises. Rent shall be due on the first day of each month during the term of this Lease. Tenant expressly covenants to pay all rent promptly when due without prior demand and without deduction or offset. All payments are required to be transferred by bank draft from tenant's bank to landlord's bank by bank draft or paper check, PAYPAL can also be used if both parties agree. If rent is not paid within FIVE (5) DAYS after the first day of the month, Tenant shall be charged a late payment fee of ten (10%) percent of the amount past due. If Tenant fails to have sufficient funds in their account to cover any payment by check, Tenant shall be assessed an NSF Fee of Fifty Dollars (\$50.00). In the case of a problem with the tenants bank account or bank draft, the landlord will notify the tenant ASAP to rectify the issue. If rent is not paid in full 15 days after being notified of a problem with bank draft- it will result in breach of this lease for failure to pay rent.

3. **Renewal:** Tenant must notify Landlord in writing at least thirty (30) days prior to the expiration of this Lease, or any extensions thereof, if Tenant desires to renew this Lease. Any renewal of this Lease is at Landlord's sole discretion, which may be withheld for any reason, must be agreed to by Landlord in writing and will contain the provisions found in this Lease unless explicitly changed by a written agreement of the parties.

4. **Damage/Security Deposit:** A damage deposit of \$3,000 dollars is due when signing this Lease and will be held by Landlord during the term of this Lease. Said deposit shall be used by Landlord in accordance with Tennessee Code Annotated §66-28-301 to replace and/or repair any damage done to the Leased Premises beyond reasonable wear and tear and to pay for any cleaning that must be done if the Leased Premises are not left in a clean and orderly condition. Any balance of the damage deposit remaining after the non-refundable deduction and any lawful deductions shall be returned to Tenant in accordance with Tennessee Code Annotated §66-28-301. Tenant shall NOT have the right to apply the damage deposit to the payment of rent. If the Tenant vacates the Leased Premises with unpaid rent or other amounts due and owing, the Landlord may apply the damage deposit to the unpaid debt.

5. **Pets:** Tenant shall request in writing if they intend on owning a pet, if approved, Tenant will then pay \$500.00 non-refundable pet fee, per pet, per 12 months. The tenant shall notify the landlord as soon as possible if any type of damage or destruction is caused by said pet. No other pets are to be on the property without prior written request and granted permission from the landlord.

6. **Rental Application:** Tenant's Rental Application is an important part of this Lease and is incorporated herein by reference and made a part hereof. In the event that any statement, representation or information in the Rental Application is found to be false or incorrect, the Landlord, at its option, shall be entitled to declare this Lease in default and terminate this Lease in accordance with its terms. (WAIVED)

7. **Occupancy:** The Leased Premises shall be used for residential purposes only and shall only be resided in by the Tenant(s) and their dependent children. In the event that other people reside in the Leased Premises, the Landlord, at its option, shall be entitled to declare this Lease in default and terminate this Lease in accordance with its terms. The Leased Premises shall be used for no other use or purpose without first obtaining the prior written consent of Landlord. The Leased Premises and the Common Areas of the HOA shall not be used for any illegal purposes nor in violation of any laws or regulations of any governmental body or agency nor in any manner that creates any nuisance or trespass nor in any manner which will cause a termination of or rate increase to Landlord's insurance. Except as noted on the Move-In/Move-Out Inspection Acceptance form incorporated into the Lease by reference, taking of possession of the Leased Premises by Tenant at the commencement of the term shall be conclusive acceptance by Tenant of the Leased Premises "as is" and conclusive evidence that the Leased Premises were in good and satisfactory condition for the intended use at the time possession was taken. Tenant shall have said Move-In/Move-Out Inspection Acceptance form and return it to Landlord PRIOR to possession of the unit.

8. **Insurance:** Landlord shall not provide any insurance coverage to the Tenant for any items maintained by Tenant in the Leased Premises. To the extent that Tenant desires any type of fire, casualty, theft or any other insurance coverage to insure any personal item of the Tenant, it is agreed and understood by Tenant that Tenant shall procure and maintain at its expense at all times during the term hereof any such personal insurance that Tenant desires. In the event of any loss, Tenant shall not be a beneficiary or named insured entitled to receive any insurance proceeds from any insurance policy maintained by Landlord. Please refer to separate insurance addendum to lease.

9. **Utilities:** Landlord will pay for and provide all utilities (electric, gas, water, trash, landscaping and mowing, exterior maintenance, AT&T wifi internet)

10. **Liens and Encumbrances:** Tenant shall not permit any lien or encumbrance in or upon the Leased Premises and shall promptly pay all sums legally due by it on account of any work performed or materials furnished for use in the Leased Premises upon which any lien is or can be asserted.

11. **Hazardous Materials:** Tenant shall not keep on the Leased Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Leased Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

12. **Alterations:** Tenant may not make any alterations, additions, improvements or repairs to the Leased Premises, without Landlord's prior written consent, which consent shall not be unreasonably withheld; provided, however, Landlord may, at its option, place certain conditions on Tenant in regards to such alterations, additions, improvements or repairs, like, for example, requiring additional deposits or requiring that Tenant repaint the Leased Premises prior to departing the Leased Premises. Examples of alterations which require Landlord's consent include painting or installing hardware in the walls, ceilings or other surfaces within the Leased Premises and changing the locks for the Leased Premises.

13. **Maintenance and Repair:** Tenant will, at its sole cost and expense, keep and maintain the Leased Premises and all appurtenances thereto in good and sanitary condition and immediately notify by written notice via US Mail or electronic mail the Landlord of any item needing repair during the term of this Lease and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair and not obstruct or cover the windows or doors;
- Not leave windows or doors in an open position during any inclement weather;
- Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord; no locks may be changed by tenants;
- Keep all air conditioning filters clean and free from dirt; Landlord will supply filters and check every three months that the dated filters have been changed;
- Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- Keep all radios, television sets, stereos, phonographs, etc., at a volume that does not annoy or interfere with other residents;
- Dispose from the Leased Premises all rubbish, garbage and other waste to the designated collection areas and into receptacles and contained in closed plastic garbage bags;
- Not deliberately or negligently destroy, deface, damage, impair or remove any part of the Leased Premises, including any appliance, equipment or other furnishing provided with the Leased Premises, or permit any person to do so;
- Keep front porch and rear deck uncluttered and tastefully decorated and maintained; and
- No smoking inside or outside of the home, or allow any guest to smoke inside or outside
- Landlord will be responsible for any general household repairs, ie: leaking sink, toilet, light fixture not working, etc. As long as the damage was no deliberate or caused by misuse by Tenant or guests.
- Landlord will be responsible for all exterior maintenance, to include lawn maintenance and mowing.
- Landlord will be responsible for the cleaning and maintenance of the hot tub on rear deck. Tenant will be responsible for weekly chemicals and general maintenance of water level, etc.

Any maintenance or repair occasioned by the Tenant's misuse, neglect or waste or that of the Tenant's licensees, invitees or guests shall be the sole responsibility of the Tenant, and Tenant agrees to pay Landlord for any and all such damages. If Tenant refuses or neglects to make repairs or replacements as required or if Landlord is required to make exterior, structural or other repairs by reason of Tenant's intentional or negligent acts or omissions, Landlord shall have the right, but shall not be obligated, to make such repairs on behalf of and for account of Tenant. In such event, Landlord shall submit to Tenant an itemized invoice for the actual cost of the repair which shall be due and payable by Tenant on the next date when periodic rent is due, or, if the Lease has terminated, immediately upon receipt by Tenant.

14. **Notice to Landlord of Accident or Defect:** Tenant shall promptly notify Landlord in writing or electronic mail of any accident involving personal injury or property damage to the Leased Premises and any sagging, warping, leaking, cracking, staining, holes or water accumulation related to the ceiling, floor or walls so that Landlord may make any necessary repairs. Tenant will be responsible for any and all damage due to Tenant's failure to notify the Landlord of any such accident or defect. Landlord shall not be liable to Tenant for damages due to the temporary breakdown or interruption of service due to the defect. Landlord shall be notified immediately by phone at 865-307-2593 or email sbhenard@gmail.com.

15. **Access:** Tenant shall not unreasonably withhold its consent and shall allow Landlord and its agents access to the Leased Premises to inspect the Leased Premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the Leased Premises to prospective or actual purchasers, mortgagees, workers or contractors. Landlord shall exercise this right of access in a reasonable manner and shall give Tenant at least 24 hours notice before entering, except in the case of an emergency. Landlord may enter the Leased Premises within the final thirty (30) days of this Lease, upon twenty-four (24) hours notice to Tenant, to show the same to prospective tenants and purchasers. Should the unit sell to a Buyer during the term of the lease. Tenant has the right to terminate the Lease if they choose not to be relocated but would need to grant occupancy to the Landlord no later than 30 days from when notice is given that the Unit has sold.

16. **Abandonment:** The Tenant must notify Landlord of any anticipated extended absence from the Leased Premises in excess of nine (9) days. Notice shall be given on or before the first day of any extended absence. The Tenant's unexplained and/or extended absence from the Leased Premises for thirty (30) days or more without payment of rent as due shall be prima facie evidence of abandonment. The Landlord is then expressly authorized to enter, remove and store all personal items belonging to Tenant and others. If Tenant does not reclaim said items within thirty (30) days, Landlord may sell or dispose of said items and apply the proceeds of said sale to the unpaid rents, damages, storage fees, sale costs and attorney's fees. Any funds remaining after applying the proceeds to amounts due to Landlord will be held by Landlord for a period of six (6) months and thereafter forfeited to the Landlord.

17. **Common Areas:** During the term of this Lease, Tenant shall have the exclusive right to the path from the southwest side of the property that goes through the woods to the Ten Mile Greenway. Tenant understands that this path, although constructed by landlord, is not owned by the landlord.

18. **Indemnification:** Tenant hereby agrees to indemnify and hold Landlord harmless from and against (i) any losses incurred by Landlord directly or indirectly related to Tenant's failure to comply with and fulfill the terms of this Lease, (ii) any damage, injury or loss, including personal injury or property damage/loss occurring in or about the Leased Premises to the person and/or property of the Tenant, its invitees, licensees or guests, as a result of Tenant's failure to comply with the terms of any rules, regulations, statutes or other requirement imposed upon Tenant, (iii) any judgment, lien or other encumbrance filed against the Leased Premises as a result of any act or omission of the Tenant and (iv) any injury, loss, damage or claim for personal injury or property damage by any third party resulting from any act or omission of the Tenant, its invitees, licensees, guests or in any way related to any intentional, negligent or criminal act of the Tenant.

19. **Destruction of Leased Premises:** If the Leased Premises are damaged or destroyed by fire or casualty to an extent that the use of the Leased Premises is substantially impaired, Tenant may immediately vacate the Leased Premises and shall notify Landlord in writing within fourteen (14) days thereafter of the Tenant's intention to terminate the Lease, if Tenant wishes to terminate the Lease as of the date of vacating. In such event, Landlord shall return to Tenant all prepaid rent and damage deposits recoverable under Tennessee Code Annotated § 66-28-301.

20. Noncompliance by Tenant:

(a) **Notice of Noncompliance.** Except as otherwise provided in Section 20(b), in the event there is a material noncompliance by Tenant with this Lease, Landlord will deliver a written notice to Tenant specifying the acts and omissions constituting the breach and that the Lease will terminate as hereinafter provided:

(1) If the breach for which notice is given is remediable by the payment of rent, the cost of repairs, damages or any other amount due to Landlord pursuant to the Lease, Landlord will inform Tenant that if the breach is not remedied within fourteen (14) days after receipt of such notice, the Lease will terminate upon a date not less than thirty (30) days after receipt of the notice, subject to the following:

(A) All repairs to be made by Tenant to remedy Tenant's breach must be requested in writing by the Tenant and authorized in writing by the Landlord prior to such repairs being made; provided, however that the notice sent pursuant to Tenant must inform Tenant that prior written authorization must be given by the Landlord to the Tenant; and

(B) If substantially the same act or omission which constituted a prior non-compliance of which notice was given reoccurs within six (6) months, Landlord may terminate this Lease upon at least fourteen (14) days written notice specifying the breach and the date of termination of this Lease.

(2) If the breach for which notice was provided is not remediable by the payment of rent, the cost of repairs, damages or any other amount due to Landlord pursuant to the Lease, Landlord will inform Tenant that the Lease will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied in that timeframe.

(b) **Waiver of Notice: Detainer Warrant.** Notwithstanding Section 20(a), Landlord may proceed to file a detainer warrant for possession of the Leased Premises upon a breach for failure to pay rent within thirty (30) days when due after providing notice of such breach to the Tenant. Such notice will be immediately given to tenant(s) on the 20th day after rent is due.

(c) **Violence or Threats; Landlord Termination.** For any noncompliance due to Tenant or Tenant's invitees, licensees or guests willfully or intentionally committing a violent act or behaving in a manner that constitutes or threatens to be a real and present danger to the health, safety or welfare of the life or property of other residents or

persons on the premises, Landlord may terminate the Lease by providing Tenant with at least three (3) days written notice.

(d) **Enforceability.** Notwithstanding notice of a breach or the filing of a detainer warrant, this Lease is enforceable by Landlord for collection of rent for the remaining term of this Lease.

(e) **Remedies.** Landlord may recover its damages and obtain injunctive relief for any noncompliance by Tenant with this Lease. The Landlord may also recover reasonable attorneys' fees for breach of contract and non-payment of rent and punitive damages for the willful destruction of property by the Tenant or by any person on the premises with Tenant's consent. In such event, Landlord's damages may include, without limitation, the following: (i) any lost rent and any other financial obligation imposed by this Lease; (ii) Landlord's cost of reletting the Leased Premises including but not limited to leasing fees, utility charges, and any other fees necessary to relet the Leased Premises; (iii) repairs to the Leased Premises for Tenant's use that are beyond normal wear and tear; (iv) all of Landlord's costs associated with evicting Tenant, including but not limited to court costs, costs of service, prejudgment interest, and reasonable attorneys' fees; (v) all of Landlord's costs associated with collecting amounts due under this Lease, including but not limited to debt collection fees, late charges, and returned check charges; (vi) and any other recovery to which Landlord is entitled by law or in equity. If the Tenant remains in possession of the Leased Premises without the Landlord's consent after the expiration of the term or early termination of this Lease, the Landlord may bring an action for possession, back rent and reasonable attorneys' fees as well as any other damages provided for in this Lease. If the Tenant's holdover is willful and not in good faith, the Landlord, in addition, may also recover actual damages sustained by the Landlord, plus reasonable attorneys' fees.

21. **Surrender of Leased Premises:** Upon the expiration or termination of this Lease, Tenant shall surrender the Leased Premises and all appliances, equipment and furniture provided with the Leased Premises to Landlord in the same condition as at the commencement of this Lease, natural wear and tear excepted. Tenant shall also return to Landlord all unit keys, garage door openers, etc. All alterations, additions, or improvements of a permanent nature made or installed by Tenant to the Leased Premises shall become the property of Landlord at the expiration of this Lease provided, however, that Landlord reserves the right to require Tenant to remove any improvements or additions made to the Leased Premises by Tenant and repair and restore the Leased Premises to their condition prior to such alteration, addition or improvement, and Tenant agrees to do so prior to the expiration of the term.

22. **Holdover Tenancy:** If Tenant remains in possession of the Leased Premises with the consent of Landlord after the expiration of this Lease, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions set forth herein except that monthly rent shall then be due and pay \$1,950.00 per month and except that such tenancy shall also be terminable by a written notice given to the other at least thirty (30) days prior to the periodic rental date specified in the notice.

23. **Subordination of Lease:** This Lease and Tenant's interest hereunder are and shall at all times be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Leased Premises by Landlord.

24. **Subletting; Assignment:** Tenant shall not have the right to sublet, mortgage, pledge, hypothecate, assign or transfer, voluntarily or by operation of law, this Lease or any interest herein, whether legal or equitable, without the prior written consent of Landlord. Tenant agrees that should the Leased Premises be sold or title thereto transferred or conveyed, or should this Lease be assigned by Landlord, the Landlord shall be released from the obligations of this Lease and the Tenant's rights and remedies hereunder shall be solely against the person or entity succeeding to the rights of Landlord.

25. **Covenant of Quiet Enjoyment:** Landlord covenants and agrees that, so long as Tenant complies with the terms and conditions of this Lease, Tenant shall be entitled to and shall have quiet enjoyment of the Leased Premises, free and clear of any rights, claims or interference from others of any type or kind.

26. **Notices:** All notices and demands, legal or otherwise, incidental to this Lease or the occupation of the Leased Premises shall be in writing or by electronic mail to be given to the parties by delivery in person or by placing said notice in the United States mail, postage prepaid, to the addresses set forth below the respective signatures on this Lease or, with respect to notice to the Tenant, to the Leased Premises if no address is provided. Notice shall be deemed to have been delivered at the time of delivery in person or two (2) days after said notice is placed in the United States mail as provided herein. Either party may designate a different address by giving notice as provided hereunder.

27. **Illegal Activity:** Any illegal drugs or illegal activity taking place on the premises of the leased property or the common areas of the HOA of any kind will constitute grounds for immediate termination of this Lease.

28. **Additional Covenants:**

- Tenant shall keep the Leased Premises warm enough to prevent the pipes and other fixtures inside the Leased Premises from freezing
- No antenna or satellite dish shall be erected on the roof, exterior walls or the Common Areas
- Tenant shall not remove any existing blinds, curtains and/or curtain rods in the Leased Premises or install any curtain rods or blinds without Landlord's prior written consent.
- The plumbing facilities shall not be used for any purpose other than that for which they are intended. No paper towels or feminine products, or cat litter shall be flushed down the toilet. Tenant shall pay the expense of any breakage, stoppage or damage resulting from a violation of this covenant.

- Tenant shall be responsible for replacing light bulbs in lighting fixtures and batteries in smoke detectors and assuring that children under the age of twelve (12) years do not remain in the Lease Premises while unattended
- Tenant shall be responsible for making sure that all fire alarms are operating correctly prior to moving into the unit.
- Tenant shall keep up the maintenance of the Hot Tub on the rear deck. The water shall be tested weekly and chemicals added, as needed. If the tenant feels at anytime the hot tub is in need of repair, the landlord should be notified by phone ASAP. The hot tub shall be drained and cleaned every four months by landlord. If tenant feels they cannot keep the hot tub maintenance up, they are to notify landlord immediately.
- Tenant shall be responsible for changing of both HVAC filters once a month with the filters provided by landlord.
- Tenant shall not increase the thermostat setting of the water heater without the prior written consent of the Landlord.
- All grills must be on the rear deck and at least 7 feet from any structure.
- Tenant must run water while using the garbage disposal. Tenant shall pay the expense of any breakage, stoppage or damage resulting from any item the Tenant or Tenant's guests put down the disposal.
- All kitchen stainless steel appliances shall be kept in clean and proper working order, every attempt to keep the appliances free of dents and scratches shall be followed.
- The tenant and landlord have come to an agreement to leave an electric blower, three water hoses and various other yard/landscaping items in the garage of said property. These items can be used by the tenant, if needed and used by the landlord for exterior landscaping needs of the leased home, giving the tenant notice prior to use. This also includes use of the water from the home to water existing or new plants and filling up hot tub.

29. **Lead Exemption Statement:** Landlord represents and warrants that the Leased Premises was built in 1978 or later, and that therefore, the federally mandated lead-based paint disclosure regulations do not apply to the Leased Premises.

30. **Joint and Several Liability:** Each Tenant (if there are more than one) that is a signatory to this Lease is jointly and severally liable to Landlord for all amounts and obligations due to Landlord under this Lease.

31. **Governing Law; Conflict with URLTA:** This Lease shall be governed and construed under the Laws of the State of Tennessee. If any provision of this Lease conflicts with any provisions of the Uniform Residential Landlord Tenant Act, Tennessee Code Annotated § 68-28-101, et seq. ("URLTA"), that may not be waived or varied by agreement, the provisions of the URLTA shall apply and control.

32. **Cumulative Rights; Severability:** All rights, powers, and privileges conferred herein upon Landlord shall be cumulative and in addition to those given by law and not in limitation thereof. If any provision of this Lease is declared invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision of this Lease.

33. **Binding Effect; Amendment:** The covenants, obligations and conditions set forth herein shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto. This Lease may not be modified, changed, altered or amended except by a written agreement signed by all of the parties hereto.

34. **Entire Agreement:** This Lease, the Rental Application, the Pet Addendum (if applicable), the Move-In/Move-Out Inspection form, the Bylaws, Rules and Regulations and the Restrictive Covenants constitute the entire agreement between the parties and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

35. **Landlord Breach:** The tenant has the right to terminate the Lease on 30 days written notice if Landlord breaches the Lease and fails to cure the breach within 30 days of receiving written notice from me/Tenant.

Emergency sale of property. If at any time the landlord must sell the leased property, the landlord will give the tenant at least 30 days written notice. The landlord will pro-rate any rent owed and assist with moving expenses to be negotiated with tenant.

THIS LEASE IS A LEGALLY BINDING CONTRACT.
IF ANY OF THE TERMS ARE UNCLEAR TO YOU, SEEK ADVICE BEFORE SIGNING.

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

Lease Prepared by: Samuel Henard

Date: 05-4-22

LANDLORD: Samuel Henard

BY: Samuel Henard

Date: 05/05/22

ADDRESS: 445 W. Blount Avenue #103 Knoxville, Tn 37920

TENANT(S): Paul Noel

NAME: Paul Noel

Date: 05/06/22

TENANT(S): Rachel Noel

NAME: Rachel Noel

Date: 05/11/22

Applicant Referral Form – Selection Report

EXHIBIT 2

DATE: 8/25/2022
TO: Chief Paul Noel, Police Chief
FROM: Vicki Hatfield, Civil Service Director, City of Knoxville
RE: Requisition No. 4108

Your requisition for the position of Police Lieutenant (7 position(s)) has been processed in accordance with the applicable rules.

I am referring to you applicants for your vacancy in accordance with CSMB Article 15. You are expected to make a selection from these applicants. If one or more of these applicants are no longer interested, please inform me in writing and, after verification, the list will be supplemented.

X Less than five applicants per vacancy who meet the minimum qualifications are referred to you. You are encouraged to make a selection from this group of applicants. If you are unable to make a selection from this group, contact me and arrangements will be made to supplement the eligible list.

Expanded Certification has been requested and approved. Applicants are referred to you in accordance with Section 1524 of the CSMB Rules and Regulations.

The following applicants were placed on the eligible list through simplified examination in accordance with Section 1523 of the CSMB Rules and Regulations.

When the selection has been made, complete the remainder of this form and return it to the Civil Service Merit Board Office with the appropriate Action Forms and other appropriate documentation.

Interviewed by: (signature), title

Name(s) of applicant(s) selected:

Preferred starting date:

No applicant selected. Decided not to fill vacancy at this time.

If, for any reason, the applicant(s) which you have selected cannot fill the vacancy(ies), are there others of those listed above which would be acceptable to you at this time? Yes No

If yes, give name(s)

I certify that, as Director of the Department, approve of the action above.

(signature) (date)

Processing of this selection report form by the Civil Service Director should not be interpreted as either agreement or disagreement with the justification submitted by the hiring authority.

(signature) (date)

The following applicants have been referred to you for consideration: (* = Transfer and ** = Promotional)

Duplicate numbers indicate tied score.

	NAME	RANK	INTER-VIEWED		RESULTS JOB RELATED REASONS FOR SELECTION OR NON-SELECTION
			YES X	NO X	
1. **	Adam Lucas Minner	1			
2. **	John Brian Dalton	2			
3. **	Brian Lee Bumpus II	3			
4. **	Ricky Vaughn Eastridge	4			
5. **	Samuel Brent Henard	5			
6. **	Jeremy Smith Maupin	6			
7. **	Christopher J. Bell	7			
8. **	Michael David Perry	8			
9. **	Jeremy Lynn Moses	9			
10. **	Jeffery Alan Holmes	10			
11. **	James N. Lockmiller	11			