

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENTS TO LEASES BETWEEN THE CITY OF KINGSPORT AND ALS ASSOCIATION, AMERICAN LEGION HAMMOND POST NO. 3, BIG BROTHERS BIG SISTERS, DOUGLASS ALUMNI ASSOCIATION, AND THE UNITED WAY OF GREATER KINGSPORT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the city has leases with ALS Association, American Legion Hammond Post No. 3, Big Brothers Big Sisters, Douglass Alumni Association, and the United Way of Greater Kingsport for space in the V.O. Dobbins Sr., Complex; and

WHEREAS, most of these leases will expire in the coming months and the city desires to extend those leases to December 31, 2023 which will provide city and the tenants additional time to discuss terms for leases of longer duration if desired; and

WHEREAS, the United Way of Greater Kingsport lease amendment will also adjust their rented space to 4,395 square feet into what is known as Suite 201 and change the rent \$1,867.88 being due on the first day of each month of the extended term; and

WHEREAS, the amendment to the lease, for all five not-for-profit entities, will be effective August 1, 2023.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Amendments to the leases with ALS Association, American Legion Hammond Post No. 3, Big Brothers Big Sisters, Douglass Alumni Association, and the United Way of Greater Kingsport are approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, all documents necessary and proper, and to take such acts as necessary to effectuate the purpose of the amendments or this resolution, said amendments being as follows:

AMENDMENT NUMBER 2 TO LEASE

This Amendment Number 1 to the Lease between City of Kingsport, Tennessee, and ALS Association Tennessee Chapter, is made with an effective date of August 1, 2023, by the City of Kingsport, Tennessee, and ALS Association Tennessee Chapter.

WITNESSETH:

WHEREAS the parties desire to amend the Lease between the parties for space in the V.O. Dobbins, Sr. Complex;

NOW THEREFORE, based upon the mutual promises set out herein and other good and valuable consideration not necessary to set out herein the parties agree as follows:

1. That section 4. of the Lease is amended to include the following "The Lease shall be extended to terminate on December 31, 2023, with such rights of termination as are expressly set forth in the Lease and Amendment Number 1."

Except as amended hereby, all other terms and conditions of the Lease shall remain in full force and effect and the parties hereto confirm and ratify the Lease as hereby amended.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 2 with the effective date of August 1, 2023.

[Acknowledgements Deleted for Inclusion in this Resolution]

AMENDMENT NUMBER 2 TO LEASE

This Amendment Number 2 to the Lease between City of Kingsport, Tennessee, and American Legion Hammond Post 3, is made with an effective date of August 1, 2023, by the City of Kingsport, Tennessee, and American Legion Hammond Post 3.

WITNESSETH:

WHEREAS the parties desire to amend the Lease between the parties for space in the V.O. Dobbins, Sr. Complex;

NOW THEREFORE, based upon the mutual promises set out herein and other good and valuable consideration not necessary to set out herein the parties agree as follows:

1. That section 4. of the Lease is amended to include the following "The Lease shall be extended to terminate on December 31, 2023, with such rights of termination as are expressly set forth in the Lease and Amendment Number 1."

Except as amended hereby, all other terms and conditions of the Lease shall remain in full force and effect and the parties hereto confirm and ratify the Lease as hereby amended.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 2 with the effective date of August 1, 2023

[Acknowledgements Deleted for Inclusion in this Resolution]

AMENDMENT NUMBER 2 TO LEASE

This Amendment Number 2 to the Lease between City of Kingsport, Tennessee, and Big Brothers Big Sisters of East Tennessee, is made with an effective date of August 1, 2023, by the City of Kingsport, Tennessee, and Big Brothers Big Sisters of East Tennessee.

WITNESSETH:

WHEREAS the parties desire to amend the Lease between the parties for space in the V.O. Dobbins, Sr. Complex;

NOW THEREFORE, based upon the mutual promises set out herein and other good and valuable consideration not necessary to set out herein the parties agree as follows:

1. That section 4. of the Lease is amended to include the following "The Lease shall be extended for a period of four (4) months to terminate on December 31, 2023, with such rights of termination as are expressly set forth in the Lease and Amendment Number 1."

Except as amended hereby, all other terms and conditions of the Lease shall remain in full force and effect and the parties hereto confirm and ratify the Lease as hereby amended.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 2 with the effective date of August 1, 2023.

[Acknowledgements Deleted for Inclusion in this Resolution]

AMENDMENT NUMBER 3 TO LEASE

This Amendment Number 3 to the Lease between City of Kingsport, Tennessee, and the Sons and Daughters of Douglass, Inc. is made with an effective date of August 1, 2023, by the City of Kingsport, Tennessee, and Sons and Daughters of Douglass, Inc.

WITNESSETH:

WHEREAS the parties desire to amend the Lease between the parties for space in the V.O. Dobbins, Sr. Complex;

NOW THEREFORE, based upon the mutual promises set out herein and other good and valuable consideration not necessary to set out herein the parties agree as follows:

1. That section 4. of the Lease is amended to include the following "The Lease shall be extended to terminate on December 31, 2023, with such rights of termination as are expressly set forth in the Lease and Amendment Number 1."

Except as amended hereby, all other terms and conditions of the Lease shall remain in full force and effect and the parties hereto confirm and ratify the Lease as hereby amended.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 3 with the effective date of August 1, 2023.

[Acknowledgements Deleted for Inclusion in this Resolution]

AMENDMENT NUMBER 2 TO LEASE

This Amendment Number 2 to the Lease between City of Kingsport, Tennessee, and United Way of Greater Kingsport is made with an effective date of August 1, 2023, by the City of Kingsport, Tennessee, and United Way of Greater Kingsport.

WITNESSETH:

WHEREAS the parties desire to amend the Lease between the parties for space in the V.O. Dobbins, Sr. Complex;

NOW THEREFORE, based upon the mutual promises set out herein and other good and valuable consideration not necessary to set out herein the parties agree as follows:

1. That Section 1. of the Lease is amended to include the following:

"Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord premises containing approximately 4,395 square feet, (hereinafter called "Leased Premises"), as shown outlined in red on the floor plan attached hereto as Exhibit "A", and known as Suite 201, located in the office building known as V. O. Dobbins Nonprofit Wing (hereinafter called "Office Building"), which is situated on that certain parcel of land (hereinafter called "Office Building Area") more particularly described in Exhibit "B" attached hereto. The following covenants are a part of this Lease and shall be applicable at all times throughout the term of this Lease, any extensions or renewals thereof and as otherwise set forth herein."

2. That Section 2. of the Lease is amended to include the following:

"Tenant shall pay to Landlord without previous demand therefor and without any setoff or deduction whatsoever, except as may be specifically provided herein, rent for the Leased Premises at the rate of Five and 10/100 Dollars (\$5.10) per square foot per annum payable in advance in equal monthly installments of One Thousand Eight Hundred Sixty Seven and 88/100 Dollars (\$1,867.88) each on the first day of each month during the term hereof. All rentals payable by Tenant to Landlord under this Lease shall be paid to Landlord at the office of Landlord herein designated by it for notices or to such other place as Landlord may designate in writing to Tenant at least ten (10) days before such rental payment. Tenant shall promptly pay all rentals herein prescribed when and as the same shall become due and payable. If Landlord shall pay any monies or incur any expenses to cure any default of Tenant hereunder, the amounts so paid or incurred shall, at Landlord's option, and on notice to Tenant, be considered additional rentals, payable by Tenant with the first installment of rental thereafter becoming due and payable and may be collected or enforced as by law provided in respect of rentals."

3. That section 4. of the Lease is amended to include the following "The Lease shall be extended to terminate on December 31, 2023, with such rights of termination as are expressly set forth in the Lease and Amendment Number 1."

Except as amended hereby, all other terms and conditions of the Lease shall remain in full force and effect and the parties hereto confirm and ratify the Lease as hereby amended.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 2 with the effective date of August 1, 2023.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort, and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 18th day of July, 2023.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY