

RESOLUTION NO. _____

A RESOLUTION APPROVING A RELEASE IN FULL OF ALL CLAIMS WITH MADISON ROBERTS THROUGH GEICO INSURANCE COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, on November 20, 2022, Madison Lenae Roberts, while operating her motor vehicle, allegedly struck another vehicle which then struck and damaged a city owned and/or maintained guardrail; and

WHEREAS, the cost to the city to repair the guardrail was \$7,100.00; and

WHEREAS, Ms. Roberts insurer, GEICO, has offered to settle the claim with the city for the damages incurred in the amount of \$3,420.88; and

WHEREAS, based on the amount of the policy limits and other pertinent factors it is deemed advisable to settle the claim for the amount offered; and

WHEREAS, GEICO requires a release be executed by city in exchange for payment of damages.

Now therefore,

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

SECTION I. That a Release in Full of all Claims with GEICO Insurance Company in the amount of \$3,420.88 is 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, the Release In Full of all Claims with Geico Insurance Company, to deliver the release and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the release and this resolution, said release being as follows:

**RELEASE
IN FULL OF ALL CLAIMS**

Claim: 8753838010000001

I/we, City Of Kingsport, Releasor(s), of 415 Broad St, City of Kingsport, State TN, Being over the age of majority, for and in consideration of payment in the amount of three thousand four hundred twenty dollars and eighty eight cents (\$3,420.88), lawful money of the United States of America to me/us in hand paid, the receipt of which is hereby acknowledged, do for myself/ourselves, my/our heirs, executors, administrators, successors and assigns, hereby remise, release, and forever discharge Madison Lanae Roberts, Releasee(s), successors and assigns, and/or his, her or their associates, heirs, executors and administrators, and all other persons, firms or corporations of and from any and every claim, demand, right or cause of action, of whatever kind or nature, on account of or in any way growing out of any and all property damage resulting or to result from an accident that occurred on or about the 20th day of November, 2022 at or near Tennessee including, but not limited to, all liability for contribution and/or indemnity.

AS A FURTHER CONSIDERATION FOR THE MAKING OF SAID SETTLEMENT AND PAYMENT, IT IS EXPRESSLY WARRANTED AND AGREED:

(1) That I/we understand fully that this is a final settlement and disposition of the disputes both as to the legal liability for said accident, casualty, or event and as to the nature and extent of the property damage which I/we have sustained and I/ we understand that liability is denied by Madison Lanae Roberts, Releasee(s), and it is covenanted and agreed between the Releasor(s) and Releasee(s) herein that this release and settlement is not to be construed as consent or an admission of liability on the part of said Releasee(s); that this release and settlement agreement shall not be used by said Releasor(s) or any one on his behalf as a defense or estoppel in any action which is now pending or may be brought hereafter by said Releasee(s) against said Releasor(s) or his agents and servants, and any claim of whatever kind or nature the Releasee(s) might have or hereafter have other than property damage arising from said accident is expressly reserved to them.

(2) That I/we do hereby for myself/ourselves, my/our heirs, executors, administrators, successors, assigns and next of kin covenant to indemnify and save harmless the Releasee(s) from any and every claim or demand of every kind or character for property damage arising from said accident which may ever be asserted.

(3) That no promise, agreement, statement, or representation not herein expressed has been made to or relied upon by me/us and this release contains the entire agreement between the parties.

[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 release set out herein that do not substantially alter the material provisions of the release, 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