

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A RELEASE AND SETTLEMENT  
OF ALL CLAIMS WITH TENNESSEE FARMER'S MUTUAL  
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 March 6, 2023, Mason Armstrong, while driving a vehicle owned by Douglas Armstrong, hit the lift station on Riverport Road, causing damage which required new electric service and masonry work to repair the lift station as well as other costs by the city to ensure the lift station remained operational; and

WHEREAS, the city incurred costs in the amount of \$27,898.02 as a result of the damage;  
and

WHEREAS, Mr. Armstrong's insurance company, Tennessee Farmer's Mutual Insurance Company, has offered to resolve the claim without admitting fault in the amount of \$27,898.02 and in exchange requires the city to execute a Release and Settlement of All Claims before it will deliver the check in the amount requested.

Now therefore,

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

SECTION I. That a Release and Settlement of all Claims with Tennessee Farmer's Mutual Insurance Company, 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 Property Damage Release with a Release and Settlement of all Claims with Tennessee Farmer's Mutual 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 AND SETTLEMENT OF ALL CLAIMS**

For the sole consideration of dollars (\$27,898.02), Twenty Seven Thousand eight hundred ninety eight and 02/100, the receipt of which is hereby acknowledged, the undersigned, being of lawful age, hereby release(s) and forever discharge(s) Douglas W Armstrong, Mason Jeptha Armstrong, and TFMIC and all other persons and entities from all claims and demands, rights and causes of action of any kind whatsoever which the undersigned now has/have or hereafter may have on account of or in any way arising out of personal injuries and property damage known or unknown to the undersigned at the present time resulting or to result from an accident or occurrence that happened on or about March 5th, 2023. It is expressly agreed and understood by the undersigned that the term "personal injuries" as used herein includes not only all claims arising out of bodily injuries sustained by the undersigned but also includes any and all claims for expenses incurred on behalf of a spouse or minor child, loss of consortium, loss of services or wrongful death of another resulting from said accident or occurrence. The undersigned agrees that payment shall be as follows:

**To City of Kingsport, .....(\$27,898.**

Further in consideration of the aforesaid payment, the undersigned do/does hereby covenant to indemnify and hold harmless the said party or parties released from and against all claims and

demands whatsoever on account of or in any way growing out of said accident or occurrence or its results both to person and property.

This release contains the ENTIRE AGREEMENT between the parties hereto and expresses a full and complete SETTLEMENT of a liability claimed and denied regardless of the adequacy of the above consideration, and the acceptance of this release shall not operate as an admission of liability on the part of anyone nor as an estoppel, waiver or bar with respect to any claim the party or parties released may have against the undersigned.

The undersigned further represent(s) that he/she/they has/have carefully read the foregoing release and understand(s) the contents thereof and that the same had been executed for the purpose of making a full and final compromise and settlement of all claims and causes of action on account of, or in any way growing out of, the accident or occurrence of \_\_\_\_\_, 20\_\_\_\_.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**YOU ARE MAKING A FINAL SETTLEMENT. TIDS IS A COMPLETE RELEASE OF ALL CLAIMS:**

[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 16th day of May, 2023.

\_\_\_\_\_  
PATRICK W. SHULL, MAYOR

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY