

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE AGREEMENT WITH EASTMAN CHEMICAL COMPANY FOR A TOWER SITE ON BAYS MOUNTAIN; AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, on June 16, 2015, the board approved Resolution No.: 2015-206 authorizing the mayor to sign a lease agreement with Eastman Chemical Company for a communications tower located at 1620 Bays Mountain Road along with the use of the road to the tower for ingress and egress; and

WHEREAS, the initial term of the lease was for 10 years expiring in June, 2025; and

WHEREAS, staff recommends entering into another lease agreement for an additional term of five (5) years for an annual lease payment of \$5,000.

Now therefore,

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

SECTION I. That a lease agreement with Eastman Chemical Company for the property located at 1620 Bays Mountain Road for a radio/communications tower along with the use of the road to the tower for ingress and egress for three years, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized 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, a lease agreement with Eastman Chemical Company for the property located at 1620 Bays Mountain Road for a radio/communications tower along with use of the road to the tower for ingress and egress for three years, to deliver the agreement 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 agreement and this resolution, said amendment being generally as follows:

LEASE OF BAYS MOUNTAIN TOWER SITE

This Lease is effective June _____, 2025 (the "Effective Date"), by and between the **CITY OF KINGSFORT**, a municipal corporation of the State of Tennessee ("Lessor") and **EASTMAN CHEMICAL COMPANY**, a Delaware corporation ("Lessee"). Lessor and Lessee may be individually referred to herein as a "Party" or collectively as the "Parties."

WITNESSETH:

In consideration of the premises and mutual covenants of the parties contained herein, the parties agree as follows:

ARTICLE I

DEMISED PREMISES

Lease of Premises. Lessor hereby demises and leases unto Lessee, and Lessee hereby takes and leases the Premises, depicted in the copy of the survey of Jan E. Stout, Tennessee No. 2018, dated May 4, 2015, attached as Exhibit A and more particularly described in Exhibit B, attached hereto, for use by Lessee and its agents, employees, invitees, guests and subcontractors under the terms of this Lease.

ARTICLE II

TERM, RENT AND EARLY TERMINATION

1. Term and Rent. The term of the Lease begins on the Effective Date and, unless earlier terminated in accordance with the provisions of Article XVI herein, or Paragraph 2 of this Article, ends on June __, 2030. Lessee agrees to pay Lessor for the term of this Lease rent of \$5,000 per year.

2. Early Termination by Lessor. Lessor may terminate this Lease upon at least 180 days prior written notice to Lessee in the event that Lessor has determined that it needs the Premises for its use; or the Lessee fails to receive all necessary approvals for its operation, or is otherwise terminated or inactive and such inactivity continues for a period of 180 days after the written notice to Lessee described herein.

ARTICLE III **EXCEPTIONS**

The demise is made subject to the following:

- (a) All conditions, restrictions, and limitations now appearing of record;
- (b) Any zoning ordinances or regulations of any municipality or government entity now existing or which may hereafter exist during the life of this Lease;
- (c) Any matters of survey and any matters apparent from an inspection of the Premises;
- (d) The Lessee's proper performance of all the terms and conditions contained in this Lease;
- (e) Any laws or regulations applicable to wetlands.

ARTICLE IV **EASEMENT**

1. Non-Exclusive Easement. Lessor also grants to Lessee for the duration of the Lease a non-exclusive easement (the "Easement") for the purpose of ingress and egress to the Premises over the portion of. Lessor may install and elect to keep the gate at the entrance to 1620 Bays Mountain Road locked and, if so, will allow Lessee a key to unlock such gate or other method of access, if the gate is operated by a keyless system. If Lessor so elects, Lessee shall keep such gate locked when not using the Premises to prevent unauthorized access.

2. Other Grantees of Lessor. Lessor reserves the right to grant easements over 1620 Bays Mountain Road to other parties for purposes of access to the Lessor's property, including other property owned or used by Lessor.

3. Non-Interference. Lessee's use of the Easement shall not obstruct or otherwise interfere with use by Lessor or its grantees of 1620 Bays Mountain Road, or the Lessor's property, including any other property now owned by Lessor.

4. Maintenance. The necessity, extent and other details of any modification, improvement, repair and maintenance of 1620 Bays Mountain Road (collectively "Road Improvements" herein) shall be vested exclusively in Lessor. Lessor may use its own personnel and equipment for such Road Improvements, or select and employ a contractor to perform such improvements. The allocation of cost shall be mutually agreed to by the parties and shall be reasonably based upon the use of the road by each of the parties, and Lessee agrees to reimburse Lessor for any share of such costs allocated to Lessee within thirty (30) days of Lessee's receipt of an invoice from Lessor for Lessee's share of such costs.

ARTICLE V **CONDITION OF PREMISES**

Condition. The Premises and Easement area are accepted AS-IS by Lessee. Lessor makes no warranty as to the suitability or fitness of the Premises and Easement area for Lessee's uses, and Lessee is solely responsible for ensuring that the Premises and Easement area are suitable and fit for its purposes.

ARTICLE VI **USE**

Permitted Use. Lessee may use the Premises only in compliance with all governmental laws, ordinances, rules, regulations, requirements and orders now or hereafter applicable, including but not limited to Occupational Safety and Health Administration, and only for the following purposes (collectively, the "Permitted Uses"):

- (a) Radio tower and transmitting equipment for Lessee's radio system, as well as the radio systems and/or equipment of third parties to whom Lessee grants the right to use a portion of Lessee's facilities at the Premises; or,
- (b) Such other uses as Lessee may from time to time request to Lessor and Lessor may in writing permit, subject to such conditions of use as Lessor may specify in such writing.

ARTICLE VII **IMPROVEMENTS**

1. Security Fence. Lessee shall determine from time to time the portion of the Premises within which structures for its radio system, are to be located (the "Structures Area"), and all such structures shall

be enclosed at all times within a security fence to be erected by Lessee. Lessee shall not be required to enclose within the security fence any portion of the Premises other than the Structures Area.

2. Additional Improvements. In addition to Initial Structures, Lessee may from time to time erect additional structures, conduct excavation, filling, and surfacing activities for Permitted Uses, subject to Lessor's prior written approval and at Lessee's sole cost and expense.

3. Digging. Lessee agrees that any excavation or digging on the Premises shall be considered an "improvement" requiring Lessee to obtain Lessor's advance written approval, and shall be subject to all provisions hereof applicable to improvements.

4. Prior Written Approval by Lessor; Permits and Compliance. Prior to the commencement of any improvements, including without limitation fencing and filling, Lessee shall provide Lessor with a written proposal detailing the planned improvements and shall request Lessor's written approval thereof, which approval shall not be unreasonably withheld. Lessee shall be responsible for obtaining all applicable permits, authorizations and licenses prior to making any improvements, and all work related to the improvements shall be performed in compliance with applicable laws, ordinances, and regulations, including but not limited to Environmental Laws as defined herein.

5. Standards for Construction. In the construction of improvements on the Premises, Lessee shall at all times adhere to Lessor's standards for construction and shall further ensure and maintain that all building codes are met. Lessor shall have no authority to direct or otherwise control the construction of such improvements. However, Lessor shall have the authority to inspect construction and finished improvements as set forth in Article XIV and shall have the right to stop work on such improvements and order changes or repairs as necessary to ensure that the improvements meet Lessor's standards.

6. Hold Harmless; Indemnify. Lessee shall pay all costs incurred in constructing any improvements under this Lease and shall not permit any liens or encumbrances to attach to the Premises, including mechanic's or materialman's liens, and, to the extent permitted by Tennessee law, shall indemnify and hold Lessor harmless from all such liens, costs and expenses, including without limitation all attorney's fees.

ARTICLE VIII MAINTENANCE

Lessee at its expense shall keep and maintain the Premises and its improvements and fixtures in good working order and in clean and sanitary condition. Lessee's obligation shall include, without limitation, all trash pickup and removal and general housekeeping of the Premises.

ARTICLE IX UTILITIES

1. Lessee's Expense. During the term of this Lease, Lessee shall pay all utility bills related to the Premises, including but not limited to water, gas, electricity, light and heat bills, resulting from its use of the Premises.

2. Relocation. Lessee shall, at Lessee's sole cost, relocate any utility lines that need to be moved for its use of the Premises and shall obtain all necessary permits required. Any relocation of utility lines shall require the prior written approval of Lessor as to the location at which utility lines will be placed and the time period during which such is accomplished so as not to disrupt the business operations of Lessor. Lessor agrees to allow such utility lines to be placed on its property, provided that Lessor shall determine the location for such lines.

ARTICLE X PREMISES LIABILITY; INDEMNITY

To the extent permitted by Tennessee law, Lessee accepts responsibility and liability for the conditions of the Premises while in its possession under this Lease. Lessor shall not be liable for any personal injury or property damage to Lessee or to its agents, employees, invitees, guests, sublessees or any other occupant of the Premises, regardless of how such injury is caused and whether such injury results in part from the negligence of Lessor, Lessee or otherwise. To the extent permitted by Tennessee law, Lessee agrees to indemnify and hold harmless the Lessor and Lessor's employees, officers, affiliates, contractors and agents from and against all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) for personal injury, death and/or property damage on, about or near the Premises arising from the use of occupancy of the Premises by the Lessee or from the negligence or willful misconduct of Lessee or its agents, employees, invitees, guests, sublessees or other occupants of the Premises.

ARTICLE XI ENVIRONMENTAL COMPLIANCE

1. Definition of Hazardous Materials. As used in this Lease, the term "Hazardous Materials" shall mean any substances defined as or included within the definition of "hazardous air pollutants", "hazardous constituents", "hazardous substances", "solid waste", "hazardous pollutants", "hazardous materials", "oil", or "toxic pollutants", as those terms are used in or defined in regulations promulgated

pursuant to the Resource Conservation and Recovery Act (42 U.S.C. § 9601 et seq.) and including those chemicals listed in Appendix IX of 40 C.F.R. Part 264 adopted thereunder; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, (42 U.S.C. § 6901 et seq.) as amended by the Superfund Amendments and Reauthorization Act in 1986, Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Clean Water Act (33 U.S.C. § 1251 et seq.); or the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq. (including the definition at 49 C.F.R. § 172.101); any "PCB's" or "PCB items" (including the definition at 40 C.F.R. § 761.3); or any "asbestos" (including the definition at 40 C.F.R. § 763.63). All such laws and like statutes or regulations relating to protection of human health, the environment, or worker health and safety are collectively referred to herein as "Environmental Laws."

2. Compliance with Environmental Laws. Lessee covenants and agrees from the date hereof and for so long as this Lease shall remain in effect not to cause or permit the presence, use, generation, release, threat of release, discharge, storage, disposal or transportation of any Hazardous Materials on, under, in, about, near, to or from, the Premises, except in compliance with all applicable Environmental Laws.

3. Environmental Indemnity. Lessee agrees, to the extent permitted by the laws of the State of Tennessee, to indemnify, defend (with counsel reasonably approved by Lessor) and save Lessor, harmless from and against and to reimburse Lessor for all claims (including, without limitation, third party claims whether for personal injury or real or personal property damage or otherwise), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), interest or losses, including reasonable attorney and paralegal fees and expenses, consultant fees and expert fees, together with all other costs and expenses of any kind or nature (collectively, the "Costs") that arise from the release, threat of release or suspected release by Lessee during the term of the Lease of any Hazardous Materials in or into the air, soil, groundwater or surface water at, on, about, under, from or within the Premises. In the event Lessor shall suffer or incur any such Costs, Lessee shall pay such Costs to Lessor upon demand.

4. Remedial Work. If any investigation or monitoring of site conditions or any cleanup, containment, restoration, removal or other remedial work due to Lessee's actions and/or activities at the Premises during the term of the Lease (collectively, the "Remedial Work") is required under any applicable federal, state or currently existing local law or regulation, by any judicial order, or by any governmental entity, or in order to comply with any laws, regulations, orders or agreements affecting the Premises, Lessee shall either perform or cause to be performed the Remedial Work in compliance with such law, regulation, order or agreement, or shall promptly reimburse Lessor for the cost of such Remedial Work. All costs and expenses of such Remedial Work shall be paid by Lessee. Prior to the implementation of any Remedial Work, Lessee shall provide Lessor with written proposed plans, work plans, sampling location maps and schedules for Lessor's review and approval, such approval not to be unreasonably withheld. If Lessee shall fail to timely commence, or cause to be commenced, or fail to diligently pursue to completion such Remedial Work, Lessor may cause such Remedial Work to be performed, and all costs and expenses thereof, or incurred in connection therewith, shall be Costs. All such Costs shall be due and payable upon demand therefor by Lessor.

5. Notice Regarding Hazardous Materials. Lessee shall promptly notify Lessor in the event of the discovery of Hazardous Materials on or at the Premises during the term of the Lease. Lessee shall further promptly forward to Lessor copies of all orders, notices, permits, applications or other communications and reports in connection with any discharge, spillage, use, or the discovery of Hazardous Materials or any other matters relating to any Environmental Laws as they may affect the Premises, directly or indirectly.

6. Reporting. In the event Lessee is required to report any environmental matters to a government agency, including discharges, spills and releases, or such reporting is advisable, Lessee shall first inform Lessor of such incident and shall cooperate with Lessor on the best way to address the environmental matter and how to structure any report to the proper authorities.

ARTICLE XII

TAXES

Lessee shall pay all taxes and assessments assessed against the Premises for each tax year.

ARTICLE XIII

INSURANCE

Lessor has no responsibility to insure any of the Lessee's property, or to provide workers compensation, medical, liability or any other insurance for the Lessee's agents, employees, invitees, guests, sublessees or other occupants of the Premises. Lessee, at its sole cost, shall at all times maintain commercial general liability insurance, or self-insurance, as will protect Lessee and Lessor against all claims for bodily injuries, including death, and for all damages to the Premises and improvements located thereon and damage to any third parties, which may arise out of Lessee's acts

or omissions arising out of Lessee's activities in an amount not less than \$5,000,000 per occurrence combined limits for bodily injury and property damage. Limits may be in any combination of primary and excess or umbrella limits. Such policy shall cover injuries or damages to any person or entity permitted by Lessee to use the Premises. Additionally, Lessee, at its sole cost, shall at all times maintain business automobile insurance with limits of \$1,000,000 combined single limit for property damage and bodily injury each accident. Lessee shall provide proof of such insurance to Lessor within fifteen (15) business days of receiving written request for the same. Lessee, at its sole cost, shall at all times maintain workers compensation insurance with statutory limits and \$1,000,000 employers liability limits.

ARTICLE XIV

LEASEHOLD ACCESS; INSPECTION

1. Access to Premises by Lessor. Lessor may from time to time access the Premises for the purposes contained herein.
2. Inspection. Lessor may enter the Premises for the purpose of conducting inspections of the Premises and its appurtenant improvements, including inspections of construction activities on the Premises, provided that Lessor shall give Lessee reasonable notice of its intent to inspect the Premises and shall not interfere with Lessee's activities and use of the Premises unless necessary to correct a serious safety violation. Except in the event of a serious safety violation, Lessee shall have a fourteen (14) day right to cure any deficiency in maintenance or any safety violation found by Lessor's inspection. If such deficiency or violation is not remedied during that fourteen (14) day period, Lessor may elect to repair or correct such deficiency or violation and bill Lessee for such costs incurred. Lessee shall pay any amount billed under this Section within thirty (30) days. A serious safety violation is a violation that, in the sole discretion of Lessor, is likely to result in the serious bodily injury or death to a person or a violation that may result in harm to the public. Lessor may correct a serious safety violation without giving Lessee a cure period, and Lessee shall promptly pay costs relating to the same as provided herein.
3. Access. Upon request by Lessor from time to time during the term of this Lease, Lessee shall provide Lessor access to the Premises in order to allow Lessor and its invitees to access neighboring properties.
4. No Cost. All such use and access to the Premises shall be at no cost to Lessor.

ARTICLE XV

NON-INTERFERENCE

Lessee shall not trespass or otherwise interfere with Lessor's operations on Lessor's property adjacent to the Premises and shall prohibit employees, agents, licensees and invitees of the Lessee from trespassing or otherwise interfering with Lessor's operations on its adjacent property.

ARTICLE XVI

TERMINATION FOR DEFAULT

1. Immediate Termination. This Lease shall terminate immediately if (i) Lessee fails to use the Premises for more than 180 consecutive days; (ii) Lessee uses the Premises for any use other than a Permitted Use as defined in Article VI herein; (iii) Lessee is in breach of its obligations hereunder and such breach is not cured within thirty (30) days after notice of breach is provided by Lessor to Lessee unless a shorter period is required herein; (iv) Lessee notifies Lessor of its intent to terminate the Lease; or (v) the Parties agree in writing to terminate the Lease.
2. Termination by Lessee. Lessee may terminate this Lease for any reason upon at least 180 days prior written notice to Lessor. If terminated by Lessee, then all permanent assets installed by Lessee during the term of this Lease will become property of the Lessor and remain on the Premises unless removal is requested by Lessor per Paragraph 3 below. No reimbursement of installed assets is due to Lessee, if Lease is terminated by Lessee.
3. Lessee's Obligations upon Termination; Surrender of Possession. Upon expiration or earlier termination of the Lease, Lessee shall immediately surrender to Lessor possession of the Premises, free from all liens or encumbrances, including mechanic's or materialman's liens. Lessee acknowledges that all improvements made upon the Premises shall remain the property of Lessor upon termination of this Lease and shall not be removed without the written permission of Lessor. Further, upon expiration or termination of this Lease, Lessor shall have the right to request that Lessee remove any improvements on the Premises at Lessee's cost and return such portions of the Premises to the condition it was in prior to this Lease to the extent requested by Lessor. If Lessor exercises its option to request removal of improvements, Lessee shall remove such improvements within ninety (90) days of written request from Lessor for such removal. Any property or structures remaining on the Premises thereafter shall become the sole property of Lessor, who may sell, retain or dispose of such property or structures as it sees fit and without notice to Lessee.

ARTICLE XVII

ASSIGNMENT AND SUBLETTING

Notwithstanding any contrary provision herein or otherwise, Lessee shall not assign or sublet this Lease or any interest hereunder without the prior written consent of Lessor. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only with the prior written consent of Lessor. An assignee of Lessee may, at the option of Lessor, become directly liable to Lessor for some or all of Lessee's obligations hereunder, but no sublease or assignment by Lessee shall relieve Lessee of any liability hereunder.

ARTICLE XVIII

DISPUTE RESOLUTION

1. Dispute Resolution. Disputes arising out of or related to this Lease shall be resolved in accordance with this provision.

2. Initial Communication. In the first instance, the parties will attempt to resolve such disputes through open communication and dialogue. To this end, if a party has a concern about an actual or possible dispute, and there is not otherwise a reason to immediately give a Notice of Dispute, the concerned party will informally notify the other party of the nature of the dispute and explore the possibility of reaching an agreeable resolution, prior to initiating a Notice of Dispute.

3. Notice of Dispute; Mediation. If the parties cannot resolve the matter by informal dialogue or there is a reason to give notice immediately, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute. After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator who shall be a Tennessee mediator qualified under Tennessee Supreme Court Rule 31 as a General Civil Mediator who has experience in commercial transactions such as this Lease. Mediation shall be conducted in Kingsport, Tennessee, and shall be conducted by the mediator on principles of communication, negotiation, facilitation and problem-solving that in the determination of the mediator emphasize:

- The needs and interests of the participants;
- Fairness;
- Procedural flexibility;
- Privacy and confidentiality;
- Full disclosure; and
- Self-determination.

Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

4. Court Action. If the parties do not agree to resolve the dispute by mutual agreement, either party may bring an action at law or in equity in any court of competent jurisdiction to enforce the terms of this Lease and/or for such remedies as appropriate.

5. Temporary Restraining Order; Preliminary Injunction. Anything else in this provision notwithstanding, if either party, at any time, believes that there is the need to maintain the status quo pending resolution by one or more of the methods set forth in this Article XVIII, that party may seek a temporary restraining order, preliminary injunction or other equitable relief from any court of competent jurisdiction.

ARTICLE XIX

SURVIVAL

Articles X, XI and XIII shall survive any expiration or termination of this Lease.

ARTICLE XX

NOTICES

Any notice given under this Lease shall be addressed to Lessor or Lessee, as the case may be, at the following addresses, or at such different addresses as Lessor or Lessee may henceforth specify in writing:

If to Eastman: Eastman Chemical Company
100 N. Eastman Road
Kingsport, TN 37660
Attn: W. C. Wetherholt, B-54D
Facsimile: 423/224-0283
[Email: wcw@eastman.com](mailto:wcw@eastman.com)

With a copy to: Eastman Chemical Company
100 N. Eastman Rd.
Kingsport, TN 37660
Attn: _____

If to City: City of Kingsport
415 Broad Street
Kingsport, TN 37660
Attn: City Manager

With a copy to: City of Kingsport
415 Broad Street
Kingsport, TN 37660
Attn: City Attorney

ARTICLE XXI

MISCELLANEOUS PROVISIONS

1. No Estate in Land. This Lease creates the relationship of Lessor and Lessee between the parties; no estate shall pass out of Lessor.
2. Holding Over. If Lessee remains in possession of the Premises after the expiration of the term hereof, with Lessor's acquiescence and without any express agreement of the Parties, the term of the Lease shall be deemed renewed for an additional period of one (1) year, subject to termination pursuant to Article II, Paragraph 2 herein.
3. Enforceability. Should any provision of this Lease be determined by any court with jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be affected.
4. Cumulative Rights. No right or remedy specified herein or otherwise conferred upon or reserved to a Party shall be considered exclusive of any other right or remedy, but the same shall be cumulative and shall be in addition to every other right and remedy whether granted hereunder, at law or in equity.
5. No Waiver of Rights. A waiver by either Party with respect to any breach by the other Party shall not constitute a waiver of any other breach, whether similar or dissimilar to the prior breach.
6. Time is of the Essence. Time is of the essence of this Lease.
7. Authority. Lessor and Lessee each represent that it has full corporate power and authority to enter into and to perform this Lease, and the persons executing this Lease on its behalf are duly authorized to do so.
8. Headings; Authorship. All headings in this Lease are inserted for convenience only and shall not affect any construction or interpretation of this Lease. This Lease has been jointly negotiated by Lessor and Lessee. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring Lessor or Lessee by virtue of the authorship of any provision of this Lease.
9. Governing Law. The interpretation and implementation of this Lease shall be governed the laws of the State of Tennessee.
10. Entire Agreement; Modification of Agreement. This Lease, including all exhibits hereto, constitutes the entire understanding of the Parties with respect to its subject matter. Any modification of this Lease must be in writing and signed by both Parties.

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein 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 6th day of May, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY