

RESOLUTION NO. _____

A RESOLUTION APPROVING A LICENSE AGREEMENT WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, for several years the Tennessee Department of Environment and Conservation (TDEC) has operated and maintained an air monitoring station located on city property on D Street; and

WHEREAS, TDEC requests an extension of the license agreement which authorizes the location of the air monitoring station for a term of five (5) years to commence July 1, 2025 and ending June 30, 2030.

WHEREAS, TDEC bears responsibility for the operation and maintenance of the air monitoring station and is granted access to the property for this purpose.

Now therefore,

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

SECTION I. That a License Agreement with Tennessee Department of Environment and Conservation (TDEC) 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 License Agreement with the Tennessee Department of Environment and Conservation (TDEC) and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

LICENSE AGREEMENT

FOR AND IN CONSIDERATION of the mutual benefits accruing to the parties hereto, City of Kingsport (hereinafter referred to as "Licensor") hereby issues a License to the STATE OF TENNESSEE, Department of Environment and Conservation (hereinafter referred to as the "State") pursuant to the terms and conditions as follows:

1. PURPOSE – The State shall, at all times, have the right to enter upon the Premises (as defined below) for the sole purpose of establishing, operating, and maintaining an air monitoring station and any associated equipment (collectively the "Monitoring Station").

2. PREMISES – This License shall apply to the Licensor's property located in Sullivan County, Tennessee, with an address of 1657 D Street, Kingsport, Tennessee 37660 (the "Premises"). The Premises are further described in Deed Book 931C, Page 379, and as Map 016D, Parcel 039.00. The State shall establish its Monitoring Station within a fifteen (15) feet by twenty (20) feet tract situated on the Licensor's Premises as seen on the map attached to this License.

3. TERM – The term of this License shall cover the period from July 1, 2025 through June 30, 2030.

4. FEE – The State will not be required to pay the Licensor any compensation for the use of the Premises described in section 2 above.

5. TERMINATION – The Licensor agrees to allow the State to operate the Monitoring Station for the term specified in section 3 at the Premises with the option, in the State's sole discretion, to renew this License after the end of the term. If the State does not renew, or if this License is cancelled, the State will return the Premises to its original condition or as near thereto as reasonably possible

at the end of this License, excepting normal wear and tear, provided any damage was due to the State's actions in connection with this License. The State or Licensor may terminate the License after providing one hundred twenty (120) days written notice to the other party.

6. **LIABILITY** – Licensor assumes no responsibility for any incidents which may occur as a result of the Monitoring Station being on the Premises. Licensor will be responsible for any damage to the Monitoring Station caused by Licensor's actions, including Licensor's, or its agent's, negligence. The State will be liable for damages caused by its activities or the Monitoring Station to the extent permitted by the Tennessee Claims Commission Act, Tennessee Code Annotated Section 9-8-301 et seq.

7. **ASSIGNMENT** – This License shall not be transferred, conveyed, or assigned to another party without prior written consent from the non-transferring party. This License shall be binding on, and inure to the benefit of, the parties' approved heirs, representatives, successors, transferees, and assigns.

8. **STATE PROPERTY** – The Monitoring Station, and any other State-owned or State-controlled equipment on the Premises, is the sole and exclusive property of the State. Licensor may not remove or in any way disturb the State's equipment on the Premises without the State's prior written consent. Further, Licensor may not plant any trees or shrubs or construct any new structures within sixty-six (66) feet of the Monitoring Station, or take any action that would or may interfere with the operation of the Monitoring Station, without the prior written consent of the State.

9. **NOTICE** – All written notices required, or allowed, by this License from one party to the other party shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage paid, and addressed as follows:

TO THE LICENSOR:

Mr. Paul Montgomery,
Mayor
City of Kingsport
415 Broad Street
Kingsport, TN 37660

TO THE STATE:

Dept. of Environment and
Conservation Division of Air Pollution
Control
Davy Crockett Tower
500 James Robertson Parkway, 7^h
Floor Nashville, TN 37243

10. **AMENDMENT** – This License may not be amended or superseded except by an agreement in writing executed by 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 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 17th day of June, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY