

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

A RESOLUTION TO RATIFY THE MAYOR'S SIGNATURE APPROVING A RELEASE FOR PROPERTY DAMAGE WITH NATIONAL GENERAL INSURANCE COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE RELEASE

WHEREAS, on January 6, 2022, Mr. Carl L. Newman ran a red light on West Sullivan Street, and hit a patrol car, and did damages in the amount of \$21,387.98; and

WHEREAS, National General Insurance Company, the insurer for Mr. Carl Newman has offered the amount of \$13,593.87, without admitting liability to settle the claim; and

WHEREAS, the claim deadline was January 6, 2023, and the Mayor executed the Release on January 4, 2023.

Now therefore,

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

SECTION I. That the Release for Property Damage for Carl Newman, in the amount of \$13,593.87 from National General Insurance Company on a doubtful and disputed claim for damage to a city patrol car which occurred on January 6, 2022, on West Sullivan Street, executed and returned to National General Insurance Company on January 4, 2023, for release of a claim is ratified and approved, including the execution of the same by Mayor Patrick W. Shull.

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, a the Release for Property Damage for Carl Newman, in the amount of \$13,593.87 from National General Insurance Company for damage to a city patrol car which occurred on January 6, 2022, on West Sullivan Street, 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 release and this resolution, said agreement being as follows:

RELEASE FOR PROPERTY DAMAGE ONLY  
KNOW ALL MEN BY THESE PRESENT

That The City of Kingsport as Subrogee of Luke Lawson, for Thirteen Thousand Five Hundred Ninety Three Dollars and Eighty Seven Cents , (\$13,593.87) to the undersigned in hand paid. receipt whereof is hereby acknowledged, do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release ,acquit and forever discharge CARL NEWMAN his, her, their, or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen PROPERTY DAMAGE and the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about 01/06/2022 at or Kingsport TN.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefor and intend merely to avoid litigation and buy their peace.

The undersigned hereby declare(s) and represent(s) that in making this Release it is understood and agreed, that the undersigned rely(ies) wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, affect and duration of said damages and liability therefor and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.  
[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 January, 2023.

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PATRICK W. SHULL, MAYOR

ATTEST:

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ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

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RODNEY B. ROWLETT, III, CITY ATTORNEY