

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE LEASE BETWEEN THE CITY OF KINGSPORT AND BIG BROTHERS BIG SISTERS OF EAST TENNESSEE ALTERING THE LEASED SPACE AT THE V.O. DOBBINS COMPLEX AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, currently the city leases space to Big Brothers Big Sister of East Tennessee (BBBS) within the V. O. Dobbins complex; and

WHEREAS, as part of the restructuring of the city's Human Resources Department, human resources representatives will be situated in locations throughout the city to provide more convenient access to city employees; and

WHEREAS, due to its central location the V. O. Dobbins complex is an ideal site to serve leisure services employees; and

WHEREAS, in order to accommodate the positioning of city human resources representatives, BBBS has agreed to move from suite 304-A which they currently occupy to suite 307; and

WHEREAS, the amendment to the lease redefines the leased premises and slightly reduces the square foot cost of the lease to maintain the rate BBBS currently pays for the leased space.

Now therefore,

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

SECTION I. That Amendment Number 1 to the lease entered into on January 24, 2024 with Big Brothers Big Sisters of East Tennessee 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, Chapter 10 of the Charter of the City of Kingsport, Amendment Number 1 to the lease with Big Brothers Big Sisters of East Tennessee 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 generally being as follows:

AMENDMENT NUMBER 1
TO LEASE DATED
JANUARY 24, 2024

This Amendment Number 1 to the Lease dated January 24, 2024, between City of Kingsport, Tennessee and Big Brothers Big Sisters of East Tennessee, is made with an effective date of February 1, 2025, by the City of Kingsport, Tennessee and Big Brothers Big Sisters of East Tennessee.

WITNESSETH:

WHEREAS the parties desire to amend the Lease between the parties for space in the V.O. Dobbins, Sr. Complex;

NOW THEREFORE, based upon the mutual promises set out herein and other good and valuable consideration not necessary to set out herein the parties agree to amend the agreement dated January 24, 2024 as follows:

SECTION 1. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord premises containing approximately One Hundred and Seventy-Five (175) square feet, known as Suite 307, (hereinafter called "Leased Premises") located in the office building known as V. O. Dobbins Nonprofit Wing (hereinafter called "Office Building"), which is situated on that certain parcel of land (hereinafter called "Office Building Area") more particularly described in Exhibit "B" attached hereto. The following covenants are a part of this Lease and shall be applicable at all times throughout the term of this Lease, any extensions or renewals thereof and as otherwise set forth herein:

SECTION 2. Tenant shall pay to Landlord without previous demand therefor and without any setoff or deduction whatsoever, except as may be specifically provided herein, rent for the One Hundred and Seventy Five (175) square feet of Leased Premises for the period of January 1, 2025 through December 1, 2025 rent for the Leased Premises at the rate of Four and 40/100 Dollars (\$4.40) per square foot for a total of Seven Hundred and Seventy and 00/100 Dollars (\$770.00), made payable in monthly installments of Sixty-Four and 17/00 Dollars (\$64.17) each on the first day of each month during the term hereof. For the period of January 1, 2026 through December 1, 2026 rent for the Leased Premises at the rate of Four and 56/100 Dollars (\$4.56) per square foot per annum, for a total of Seven Hundred and Ninety-Eight and 00/100 Dollars (\$798.00), made payable in monthly installments of Sixty-Six and 50/00 Dollars (\$66.50) each on the first day of each month during the term hereof. All rentals payable by Tenant to Landlord under this Lease shall be paid to the Landlord at the office of the Landlord herein designated by it for notices or to such other place as Landlord may designate in writing to Tenant at least ten (10) days before such rental payment. Tenant shall promptly pay all rentals herein prescribed when and as the same shall become due and payable. If Landlord shall pay any monies or incur any expenses to cure any default of Tenant hereunder, the amounts so paid or incurred shall, at Landlord's option, and on notice to Tenant, be considered additional rentals, payable by Tenant with the first installment of rental thereafter becoming due and payable, and may be collected or enforced as by law provided in respect of rentals.

Except as amended hereby, all other terms and conditions of the Lease shall remain in full force and effect and the parties hereto confirm and ratify the Lease as hereby amended.

[Acknowledgments 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 21st day of January, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY