

OUT OF ORDER RESOLUTION

out of Order

No. 2024/03/ 01

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 25th day of March 2024.

RESOLUTION IN REF: APPROVAL OF MEMORANDUM OF AGREEMENT WITH CITY OF KINGSPORT REGARDING CONSTRUCTION OF WALKING BRIDGE AT LAUREL RUN PARK

WHEREAS, The county legislative body with Resolution 2023/10/03 approved to accept a \$100,000 (one hundred thousand dollar) grant from the state of Tennessee’s Department of Tourism for construction of a walking bridge across the creek at Laurel Run Park; and

WHEREAS, subsequently it was found that the land upon which the bridge will be constructed is inside Hawkins County but belongs to the city of Kingsport, and

WHEREAS, in the interest of working together with Kingsport, a Memorandum of Agreement, a copy of which is attached, was drafted concerning construction of the bridge on Kingsport city property, and

WHEREAS, once the exact specifications and location of the bridge are determined by an engineer, the Memorandum of Agreement will be expanded by a 50-year Supplemental Agreement which will cover the expected lifespan of the bridge, now

THEREFORE, BE IT RESOLVED, that the Hawkins County Commission hereby gives County Mayor Mark DeWitte the authority to sign the above-mentioned and attached Memorandum of Agreement between the county and the city of Kingsport.

Introduced By Esq. Jeff Barrett, Chairman – Park Comm.

Seconded By Esq. _____

Date Submitted 03-20-2024

[Signature]
County Clerk

Chairman _____

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (herein Memorandum) made and entered onto as of this the ____ day of _____, 2024, by and between the CITY OF KINGSPORT, TENNESSEE (herein "City"), and HAWKINS COUNTY, TENNESSEE (herein "County").

WITNESSETH:

WHEREAS, Laurel Run Park (herein Park) is a 440-acre park owned and operated by County; and

WHEREAS, Laurel Run Creek runs through the Park and adjacent properties; and

WHEREAS, a majority of the Park consists of wooded land along the lower slopes of City-owned Bays Mountain Park Conservation Area (herein Bays Mountain) containing hiking trails, abundant wildflowers, and a waterfall; and

WHEREAS, to fully access the Park users must wade across Laurel Run Creek which is often impassable due to high water; and

WHEREAS, County has been awarded funds by a Tennessee Tourism Enhancement Grant for the construction and maintenance of a pedestrian bridge over Laurel Run Creek; and

WHEREAS, City owns adjacent tax parcel 64.10, consisting of 45 acres; and

WHEREAS, uncertainty exists as to the exact location at which the pedestrian bridge will be located; and

WHEREAS, to the extent the location of the pedestrian bridge may be on property owned by City, City and County desire to memorialize their mutual agreement as to the scope and objectives of the project and affirm their intent to proceed with the construction and maintenance of the pedestrian bridge for the mutual benefit of the Parties; and

WHEREAS, it is the intent of the Parties to enter into an Agreement satisfying the conditions required for County to receive the Tourism Enhancement Grant funds necessary to construct and maintain said pedestrian bridge; and

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties contained herein the parties agree as follows:

1. The term of the Agreement shall be fifty(50) years.
2. The bridge and appurtenant premises are believed to be generally located on tax parcel 64.10 approximately 0.7 miles by trail and 0.6 mile as the crow flies from the Laurel Run Trail head and as the crow flies approximately 4 miles from the Bays Mountain Park Nature Center.

3. County shall use the Premises solely for the purpose of constructing and maintaining a pedestrian bridge, and for no other purpose. County's access to the premises are subject to any restrictions City may place upon access to Bays Mountain Park. However, should County require access at alternate times it may request such alternate access, the approval of which shall not be unreasonably withheld.
4. County shall permit City to enter upon the Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Agreement. No compensation shall be asked or claim made by County by reason of any inconvenience or annoyance arising from anything that may be done in repairing, altering, working on or protecting the Premises or building. This section shall not be construed as imposing any duty on City to make any repairs, alterations or additions.
5. County shall ensure compliance with all federal, state, and local laws, rules, regulations and ordinances which control, limit, regulate, or pertain to earth moving activities should County engage in the same. County shall be responsible for obtaining all necessary permits and/or authorizations to engage in any earth moving activities. If at any time during or after of the term of this Agreement, the Premises are found to be in violation of any of the covenants set forth in this section due to acts or occurrences during the occupancy of County, or caused by County, then County shall diligently institute proper and thorough remediation procedures at County's sole cost.
6. Upon execution of this Agreement the Bays Mountain Park Commission shall submit to County a one-time payment of \$5,000.00. If for any reason the County does not complete the Laurel Run Creek Pedestrian Bridge within the Tourism Enhancement Grant contract period, the County shall return the \$5,000.00 payment to the Bays Mountain Park Commission.
7. Upon receipt and review by the Parties of the selected Contractor's engineering report and construction plans, the Parties shall enter into a Supplemental Agreement.
8. The Supplemental Agreement shall contain a detailed description of the location of the bridge and the appurtenant premises, as well as any other mutually agreed terms and conditions.
9. Any notice from City to County relating to the Premises or this Agreement shall be deemed duly served when sent to the last address designated by notice in accordance with this section, by certified or registered mail, return receipt requested, postage prepaid, or by recognized courier service with a receipt therefor, addressed to County Mayor's Office, 150 E. Washington Street #2, Rogersville, TN 37857. Any notice from County to City relating to the Premises or this Agreement shall be deemed duly served when personally delivered, or delivered to City by certified or registered mail, return receipt requested,

postage prepaid, or by recognized courier service with a receipt therefor, addressed to City at 415 Broad Street, Kingsport, Tennessee 37660, Attention City Attorney or at City's last designated address. No oral notice or representation shall have any force or effect. Time is of the essence in the service of any notice.

IN WITNESS WHEREOF, the Parties hereto executed this Agreement in duplicate originals on the above date.

HAWKINS COUNTY, TENNESSEE

Mark DeWitte, Mayor

CITY OF KINGSPORT, TENNESSEE

Patrick W. Shull, Mayor