



## AGENDA

### BOARD OF MAYOR AND ALDERMEN REGULAR WORK SESSION

Monday, February 20, 2012  
Council Room — 2<sup>nd</sup> Floor, City Hall  
4:30 p.m.

#### Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding  
Alderman Valerie Joh  
Alderman Benjamin K. Mallicote  
Alderman Mike McIntire

Vice Mayor Tom C. Parham  
Alderman Tom Segelhorst  
Alderman Jantry Shupe

#### Leadership Team

John G. Campbell, City Manager  
J. Michael Billingsley, City Attorney  
Jim Demming, City Recorder/CFO  
Craig Dye, Fire Chief  
Jeff Fleming, Asst. City Manager, Development Services

Chris McCart, Assistant to the City Manager  
Ryan McReynolds, Public Works Director  
Gale Osborne, Police Chief  
Tim Whaley, Community and Gov't Relations Director

1. Call to Order
2. Roll Call
3. Work Session Tickler
4. Consider Options on Public Safety Bridge – John Campbell
5. Update from BOE Appointed Committee on Stadium – Todd East
6. Review of Items on February 7, 2012 Regular Business Agenda
7. Adjourn

**Citizens wishing to comment on agenda items, please come to the podium and state your name and address. Please limit your comments to five minutes. Thank you.**



## Work Session Tickler

*February 20, 2012*

### Special Projects

#### **Welcome Center**

**Michael Thompson**

**February 20, 2012**

Charles Blalock & Sons, Inc. continues retaining wall construction and rock excavation. The bridge abutment on the east side has been poured. The center pier foundation has been poured and the stem is scheduled for a 2/17 pour and the pier cap is expected to be poured by 2/24. The westbound exit ramp has been graded to subgrade level. Blasting on the west side continues. The contract currently has a completion date of October 28, 2012. The Welcome Center Building is under a separate contract and is under design by Hastings Architecture. The schedule for the Welcome Center building construction is currently estimated to be June - December 2012.

#### **Quebecor Redevelopment Project**

**John Campbell**

**February 20, 2012**

**Press, LLC (private rehabilitation of 200,000 sq. ft.)** is Mountain Region Family Practice, 67,000 sq. ft, occupied the building in December and is now seeing patients daily. A psychiatrist has just signed a contract for approximately 3,000 sq. ft., and Integrity Capital has committed to 4,000 sq. ft. on the third floor. The partners are close to signing a Middle Tennessee health related firm to 4,000 sq. ft. The partners are gathering memorabilia about the Kingsport Press for a historical area off the front lobby. The partners have offered to provide a prominent space in the lobby for an information kiosk about Kingsport events. They are preparing the parking lot for paving and entrances.

#### **Board of Education/Chamber of Commerce Building (100,000 sq. ft. building on Press Street to be reduced to approximately 55,000 sq. ft.)**

The parking lot base paving and concrete curbs and sidewalks are complete. The lot will be temporarily striped for opening and the finish paving course will be installed in early March. The third floor is nearly complete with casework installed and carpet installation in progress. The second floor is close behind with carpet installation also underway. The first coat of paint on the first floor is complete and ceiling grid is just beginning. The anticipated move-in dates are the end of March 2012 for the City School offices and the end of April 2012 for the Chamber of Commerce offices. The final sidewalk section at Press Street and Clinchfield has been installed, and Press Street was paved, Friday, February 03, 2012, by the City.



## **Special Projects (continued)**

***Farmers' Market, Phase II and III  
(no update)***

***Chris McCartt***

***February 20, 2012***

A contract has been executed with Cain Rash West Architects to develop construction drawings for phase II and III of the Kingsport Farmers Market project. Additionally, the City is in the process of securing a firm to serve as the construction management firm which will be responsible for coordination, permitting, onsite inspection/supervision, bidding and some minor construction (this is necessary for the renovation of the two story structure as well as the connecting building to the carousel). Work will soon begin to install the sprinklers, heat and refinishing of the concrete floor, which is on schedule to be complete by April 1st when the Farmer's Market reopens.

## **City Departments**

### ***Fire Department***

***Fire Station Eight***

***Craig Dye***

***February 20, 2012***

The lower section of brick is finished and the upper brick is nearing completion. A lot of work is being done behind the scene on the interior. Sheet rock is being hung and flooring is to begin soon. Good weather has allowed the paving of the parking lot. They are due to finish around the first two weeks of March. If anyone would like to tour the construction site, please contact me to set up a visit



### ***Public Works***

***Gibson Mill Phase IV***

***Michael Thompson***

***February 20, 2012***

Thomas Construction Co., Inc. began the construction for this project on February 1, 2012. Current work includes tearing out the existing Gibson Mill Road bridge over Reedy Creek. The bridge should be totally demolished by the end of next week.

Construction of the retaining wall near the Health South property is expected to begin next week.

Contract time is 275 days with an expected project completion date of November 2, 2012.

**Engineering**

**Cleek Road Improvements Phase 2**

**Hank Clabaugh**

**February 20, 2012**

Design of this project is complete with construction anticipated to start in the summer of 2012. Property appraisal has been completed and acquisition is ongoing. Phase 2 consists of completing an improved Cleek Road (including safety, stormwater, pedestrian mobility, and slope improvements) from the end of Phase 1 to a new connection point on Orebank Road. This new connection point will be in the vicinity of the intersection with Lamberth Street. Site distance improvements will also be made on Orebank Road.

**Transportation**

**Wayfinding**

**Tim Elsea**

**February 20, 2012**

Staff is waiting on one remaining shipment. The shipment contains the posts for the GX-2 signs and should be delivered February 17th. All posts and signs are being stored at the Pet Dairy facility.

44 of 73 concrete bases have been placed. Each base will need at least seven days curing before signs can be installed. Installation of signs will be done by City Staff as bases are ready.

**PHASE II TENTATIVE SCHEDULE OF ACTIVITIES**

Sign Delivery	January-February 2012
Construction of foundations	January-March 2012
Completion	April 2012

GX-1: 14 of 55 installed

GX-2: 0 of 13 installed

GX-3: 1 of 7 installed

The concrete footer for the newest Gateway sign has been placed. It will be located near the intersection of John B Dennis Hwy & I-26 ramp on Wilcox Drive.

Gateway Sign: 0 of 1 installed

**Netherland Inn Bump Out**

**Tim Elsea**

**February 20, 2012**

The final asphalt surface is in the process of being completed

## ***Leisure Services***

### ***Aquatic Center***

***Chris McCartt***

***February 20, 2012***

Local grading contractor Vic Davis Construction continues to make good progress on the grading operations. The building pad is substantially complete and the first foundations are scheduled to begin Feb. 16th. Grading operations will continue to fill the parking lot and the entrance drive areas for several more weeks. The City is continuing to haul waste soil from the site to be used as cover at the landfill.

### ***Aquatic Center (aerial view)***



### ***Riverfront Redevelopment/Greenbelt***

***Stephen Robbins***

***February 20, 2012***

Progress continues with site grading nearly complete. Duco construction will soon be spreading topsoil and start seeding. Paving for the Greenbelt extension will be completed in March. There will be great views of the Holston River from the site once the work is completed.

### ***Riverfront Redevelopment/Greenbelt (aerial photo)***



**Carousel.** Twenty painters came for orientation for animal painting on February 7th. Painting will begin on the animals February 21. Suzanne Barrett Justis will be lead painter for animals.

Painting for the Rounding Boards will begin on March 3. Lead artists will be Ellen Elmes and Cindy Saadeh.

March 24th and 25th are the dates for the Carousel Arts and Craft Show at the Civic Auditorium. Carousel animals and frame parts will be showcased for the public along with local and regional artisans.

A grant of \$5,000 from the Kingsport Community Foundation has been awarded to the carousel project to help provide instruction for the painting of animals and rounding boards.

**Public Art Kingsport Requests for Proposals.** Public Art Kingsport along with Engage Kingsport are accepting proposals for the following efforts. See [www.PublicArt.Kingsport.gov](http://www.PublicArt.Kingsport.gov) or [www.EngageKingsport.com](http://www.EngageKingsport.com) for more information.

- Call for Artists to Exhibit in Municipal Galleries
- Call for Artists to Submit Proposals for Parking Garage Benches
- Call for Artists to Submit Proposals for Parking Garage Banners
- Call for Artists to Submit for Sculpture Walk VI exhibition.

Peggy Woods Townsend has been secured as curator for Sculpture Walk VI. She is currently serving as the Public Art Director for Chattanooga and has been involved with that program since its inception.

**Art Nights/City Lights. Ball in the House.** A men's acapella group will be in performance on Thursday, March 22 at 7 PM. All tickets are \$12. This concert will be held at Sevier Middle School to accommodate a larger crowd. The Sevier Chorus is preparing the song 'Superstition' and will participate in a workshop with Ball in the House as well as perform that song with the group at the concert. This concert is sponsored by the Tennessee Arts Commission Touring Grant Program.

**Artisan and Entertainer Networking and Workshop.** In partnership with the Holston Business Development Center, Cultural Arts and Engage Kingsport will host a networking dinner and business workshop on Thursday, March 8th, at Stir Fry Café in downtown Kingsport.



## AGENDA

### BOARD OF MAYOR AND ALDERMEN

#### REGULAR BUSINESS MEETING

Tuesday, February 21, 2012  
Council Room – 2<sup>nd</sup> Floor, City Hall  
7:00 p.m.

#### **Board of Mayor and Aldermen**

Mayor Dennis R. Phillips, Presiding

Alderman Valerie Joh  
Alderman Benjamin K. Mallicote  
Alderman Mike McIntire

Vice Mayor Tom C. Parham  
Alderman Tom Segelhorst  
Alderman Jantry Shupe

#### **City Administration**

John G. Campbell, City Manager  
J. Michael Billingsley, City Attorney  
James Demming, City Recorder

- I. CALL TO ORDER
- II.A PLEDGE OF ALLEGIANCE TO THE FLAG
- II.B INVOCATION – Ed Clevinger, Pastor – Grace Covenant Church
- III. ROLL CALL
- IV. RECOGNITIONS
- V. APPROVAL OF MINUTES
  1. February 6, 2012
  2. February 7, 2012
  3. February 6, 2012

**VI. COMMUNITY INTEREST ITEMS**

**AA. PUBLIC HEARINGS**

1. Public Hearing and Consideration of an Ordinance Establishing a Golf Course Community Zoning District (AF: 31-2012)
  - Public Hearing
  - Ordinance – First Reading
  
2. Public Hearing and Consideration of an Ordinance Vacating Two Alleys Located Behind 301 E. Center Street and Declaring the Property Surplus (AF: 32-2012)
  - Public Hearing
  - Ordinance – First Reading

**COMMENT**

Citizens may speak on agenda items. When you come to the podium, please state your name and address and sign the register that is provided. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes. A total of thirty minutes is allocated for public comment during this part of the agenda.

**B. BUSINESS MATTERS REQUIRING FIRST READING**

1. Consideration of an Ordinance to Appropriate Cultural Arts Funding Received From Kingsport Community Foundation (AF: 43-2012)
  - Ordinance – First Reading
  
2. Consideration of an Ordinance to Amend Project GP 0902 Budget by Appropriating Funds from the Criminal Forfeiture Fund (AF: 55-2012)
  - Ordinance – First Reading
  
3. Consideration of an Ordinance to Amend Various Projects (AF: 56-2012)
  - Ordinance – First Reading

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION**

1. Consideration of Ordinances to Annex/Amend Zoning of the Old Mill Annexation (AF: 34-2012)
  - Annexation Ordinance – Final Reading
  - Zoning Ordinance – Final Reading
  
2. Public Hearing and Consideration of an Ordinance to Amend Zoning of Parcel 30 on Tax Maps 92G, 92J, 92O, 92I located at 252 Lebanon Road from R-1B Zoning to A-1 Zoning (AF: 33-2012)
  - Zoning Ordinance - Final Reading

**D. OTHER BUSINESS**

1. Consideration of a Resolution to Approve the Offer and Authorize the Mayor to Execute all Documents Necessary for Property Acquisition for the Kingsport City School System (AF: 46-2012)
  - Resolution
2. Consideration of a Resolution Authorizing the Mayor to Execute Right-of-Way Easements with Kingsport Power Company (AF: 49-2012)
  - Resolution
3. Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary to Apply for and Receive an Area Agency on Aging and Disability Grant for FY12-13 to Help Defray the Costs of ADA Transportation and to Provide Wellness, Recreational, and Educational Opportunities for the Members of the Kingsport Senior Center (AF: 47-2012)
  - Resolution
4. Consideration of a Resolution Authorizing the Mayor to Execute A Lease with James Palmer for City-Owned Real Property Located at 2102 East Center Street (AF: 44-2012)
  - Resolution
5. Consideration of a Resolution Authorizing the Execution of an Amendment to the Agreement with Gordon Food Service and Authorizing the Mayor to Sign all Applicable Documents (AF: 57-2012)
  - Resolution
6. Consideration of a Resolution Approving a Fiber Purchase Agreement with Domtar Paper Company, LLC (AF: 54-2012)
  - Resolution
7. Consideration of a Resolution to Enter into a Contractual Agreement with the Tennessee Department of Transportation for Reimbursement of Operating Expenses for FY-11 (AF:42-2012)
  - Resolution
8. Consideration of a Resolution Approving an Amendment to the Management Agreement for MeadowView and Authorizing to the Mayor to Execute the Same (AF: 50-2012)
  - Resolution
9. Consideration of a Resolution Appointing Commissioner for the Tri-Cities Airport Authority (AF: 48-2012)
  - Resolution
10. Consideration of a Resolution Approving a Renewal of a License Agreement with the Tennessee Department of Transportation for Use of Certain Real Property Beneath the Interstate 26 Bridges (AF: 52-2012)
  - Resolution

11. Consideration of a Resolution Approving a Renewal of a Lease Agreement with the Tennessee Department of Transportation for Use of Certain Real Property Beneath the Interstate 26 Bridges (AF: 53-2012)
  - Resolution

**E. APPOINTMENTS**

1. Consideration of Reappointments to the Meadowview Resort & Convention Center Advisory Committee (AF: 38-2012)
2. Consideration of an Appointment to the Meadowview Resort & Convention Center Advisory Committee (AF: 39-2012)

REVISED 02/21/12



**F. PRESENTATIONS**

1. J. Fred Johnson Stadium Update – BOE Appointed Committee

**VII. CONSENT AGENDA**

1. Consideration of an Ordinance Amending Kingsport City Code Section 94-156(a) Pertaining to the Membership of the Sidewalk Board (AF: 36-2012)
  - Ordinance – Final Reading
2. Consideration of an Ordinance to Amend the FY 2012 General Purpose School Fund Budget. (AF: 40-2012)
  - Ordinance – Final Reading

**VIII. COMMUNICATIONS**

- A. CITY MANAGER
- B. MAYOR AND BOARD MEMBERS
- C. VISITORS

**Citizens may speak on issue-oriented items. When you come to the podium, please state your name and address and sign the register that is provided. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes.**

**IX. ADJOURN**

Minutes of the Regular Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
Monday, February 6, 2012, 4:30 PM  
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Dennis Phillips

Alderman Valerie Joh

Alderman Benjamin K. Mallicote

Alderman Mike McIntire

Vice-Mayor Tom C. Parham

Alderman Tom Segelhorst

Alderman Jantry Shupe

City Administration

John G. Campbell, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

1. **CALL TO ORDER:** 5:25 p.m. by Mayor Phillips (*after the joint work session with the planning commission adjourned*).
2. **ROLL CALL:** By Deputy City Recorder Angie Marshall.
3. **WORK SESSION TICKLER.** Alderman McIntire asked Fire Chief Dye when they would be able to visit the new fire station. Chief Dye responded roughly the second week of March. Alderman Joh invited everyone to come by the carousel carving studio. Mayor Phillips asked Police Chief Osborne to speak on synthetic drugs at the business meeting tomorrow night. The Mayor further commented on a recent article in the paper on this issue and the financial burdens produced for hospitals when victims do not have insurance.
4. **AQUATIC CENTER UPDATE.** Assistant to the City Manager Chris McCartt introduced Mr. Frank Brewer and stated that he would be giving monthly updates on the aquatic center. Mr. Brewer gave a brief summary on the progress of this project, noting that it was on budget, ahead of schedule and maintained superb quality. He further stated the first major goal was to complete the building pad which has been finished.
5. **DELAYING THE DATE PROPERTY TAXES ARE DUE.** Mayor Phillips explained this item was added at his request on behalf of a citizen. City Recorder Demming stated he has discussed this issue with the citizen and proposed solutions for his situation. Mr. Phillips stated since this is not a huge demand from the public, it will not be changed at this time.
6. **REVIEW OF AGENDA ITEMS ON THE FEBRUARY 7, 2012 REGULAR BUSINESS MEETING AGENDA.** City Manager Campbell, members of staff and community members provided a summary or presentation for each item on the proposed agenda. Those items the Board discussed at greater length or which received specific questions or concerns included:
  - VI.AA.1 **Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the Old Mill Annexation and Consideration of a Resolution Adopting the Plan of Services (AF: 34-2012).** City Planner Ken Weems gave a brief presentation on this item, noting this extended off of the last Warrior Falls annexation.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, February 6, 2012**

*Note: To accommodate representatives in the audience from the school system, Item VI.D.5 was addressed next, out of order, at this time.*

**VI.D.5 Consideration of a Resolution Awarding the Bid for the Construction of a Library at Thomas Jefferson Elementary School to Bracken & Associates, LLC and Authorizing the Mayor to Sign All Applicable Documents (AF: 41-2012).** Kingsport City Schools Finance Director David Frye provided details on this item, noting that in an effort to increase security the office had to be moved to where the library was located. Mr. Frye showed the plans for the new library, noting it would have 2,500 more square feet than the old one. He further stressed the need to complete this before the new school year begins.

**VI.B.1 Consideration of an Ordinance Amending Kingsport City Code Section 94-156(a) Pertaining to the Membership of the Sidewalk Board (AF: 36-2012).** Mayor Phillips commented that currently this board is composed of mostly city staff and he would like to put others on the board to put an emphasis on sidewalks.

**VI.B.2 Consideration of an Ordinance to Amend the FY12 General Purpose School Fund Budget (AF: 40-2012).** Kingsport City Schools Finance Director David Frye provided information on this item, noting the schools have been leasing the property at 1808-1810 East Center Street for the last few years because they could not reach an agreement on a purchase price with the property owner. Mr. Frye stated that they have recently agreed on a price, noting the property still appraises for what it did in 2003. He also stated the city owns four other lots on the corner. Mr. Frye pointed out that there was funding available.

**VI.D.1 Consideration of a Resolution Awarding the Bid for the Purchase of Various Water and Sewer Maintenance Items to Southern Pipe & Supply, Consolidated Pipe & Supply, HD Supply Waterworks & G & C Supply (AF: 27-2012).** City Manager Campbell explained that there were over one hundred pages of bids, therefore only those above the amount of \$50,000 were included in the Board members' packets. Procurement Manager Sandy Crawford pointed out there were two large bids of this nature, one for fleet maintenance and one for water/sewer maintenance, noting the fleet maintenance bids had already been approved.

**VI.D.4 Consideration of a Resolution to Approve a Change to the Contract with Building Systems Technology, Inc. for Network Cable Installation for the Kingsport City Schools Administrative Support Center and Authorize the Mayor to Execute All Applicable Documents (AF: 37-2012).** Mr. John Payne, Director of Technology for Kingsport City Schools pointed out that this will not cause a budget increase.

**BOARD COMMENT.** None.

**PUBLIC COMMENT.** Mr. Larry Wilson who resides within the Border Regions Area 3 annexation zone commented against this annexation.

**7. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Phillips adjourned the meeting at 6:10 p.m.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of  
Kingsport, Tennessee, Monday, February 6, 2012**

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ANGELA MARSHALL  
Deputy City Recorder

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DENNIS R. PHILLIPS  
Mayor

Minutes of the Regular Business Meeting of the  
Board of Mayor and Aldermen of the City of Kingsport, Tennessee  
Tuesday, February 7, 2012, 7:00 PM  
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding  
Alderman Valerie Joh  
Alderman Benjamin K. Mallicote  
Alderman Michael McIntire

Vice Mayor Tom C. Parham  
Alderman Tom Segelhorst  
Alderman Jantry Shupe

City Administration

John G. Campbell, City Manager  
J. Michael Billingsley, City Attorney  
James H. Demming, City Recorder

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor Dennis R. Phillips.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Mr. Christopher Morris.
- II.B. **INVOCATION:** By Gary Bement, Retired Pastor & Air Force Chaplain.
- III. **ROLL CALL:** By City Recorder Jim Demming.
- IV. **RECOGNITIONS AND PRESENTATIONS.** Mayor Phillips and City Manager Campbell presented a plaque to Dr. Richard Kitzmiller in light of his retirement as Superintendent of Kingsport City Schools.
- V. **APPROVAL OF MINUTES.**

Motion/Second: McIntire/Mallicote, to approve minutes for the following meetings:

- A. January 23, 2012 Regular Work Session
- B. January 24, 2012 Regular Business Meeting
- C. February 1, 2012 Special Called Business Meeting

Approved: All present voting "aye."

VI. **COMMUNITY INTEREST ITEMS.**

AA. **PUBLIC HEARINGS.**

1. **Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the Old Mill Annexation and Consideration of a Resolution Adopting the Plan of Services** (AF: 34-2012). City Planner Ken Weems provided information on this item, noting a public meeting was held on January 12, 2012 with about 45 residents in attendance. He further stated the planning commission voted to send a positive recommendation regarding this annexation. Alderman Joh pointed out

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, February 7, 2012**

that the reason a portion of Grandview Drive was not included at this time was because there was no sewer in that area.

**PUBLIC COMMENT ON ITEM VI.AA.1.** Mr. Bruce Dotson, 221 Trace Court spoke in opposition of this annexation.

Motion/Second: McIntire/Joh, to pass:

AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 7<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE OLD MILL ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

Motion/Second: Parham/McIntire, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG FALL CREEK ROAD, WOODOAK DRIVE, GRANDVIEW COURT, OLD MILL ROAD, OLD MILL COURT, STONE COURT, AND TRACE COURT TO A-1, AGRICULTURAL DISTRICT, R-1B, RESIDENTIAL DISTRICT, R-3, RESIDENTIAL DISTRICT, AND B-1, NEIGHBORHOOD BUSINESS DISTRICT IN THE 7<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE Passed on first reading: All present voting "aye."

Motion/Second: Parham/McIntire, to pass:

**Resolution No. 2012-137,** A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE OLD MILL ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE

Passed: All present voting "aye."

**2. Public Hearing and Consideration of an Ordinance to Amend Zoning of Parcel 30 on Tax Maps 92G, 92J, 92O, 92I located at 252 Lebanon Road from R-1B Zoning to A-1 Zoning (AF: 33-2012).** City Planner Jason Meredith gave information on this item, noting he had actually received a call in support of this action.

**PUBLIC COMMENT ON ITEM VI.AA.2.** None.

Motion/Second: McIntire/Joh, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY AT 252 LEBANON ROAD FROM R-1B, RESIDENTIAL DISTRICT TO A-1, AGRICULTURAL DISTRICT IN THE 14<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, February 7, 2012**

**A. PUBLIC COMMENT.** Mayor Phillips invited citizens in attendance to speak about any of the remaining agenda items.

Mr. Larry Wilson, 1806 Fordtown Road, spoke in opposition of the Border Regions Area 3 annexation and presented a petition to Mayor Phillips.

Mr. Martin Hale, 1207 Mitchell Road, also spoke against the Border Regions Area 3 annexation.

There being no one else coming forward to speak, the Mayor closed the public comment segment.

**B. BUSINESS MATTERS REQUIRING FIRST READING.**

**1. Consideration of an Ordinance Amending Kingsport City Code Section 94-156(a) Pertaining to the Membership of the Sidewalk Board (AF: 36-2012).** Mayor Phillips explained he was asking to put another citizen at large on this board.

Motion/Second: Parham/Segelhorst, to pass:

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSFORT, TENNESSEE, SECTION 94-156(a) RELATING TO THE CREATION AND DUTIES OF THE SIDEWALK BOARD; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

**2. Consideration of an Ordinance to Amend the FY12 General Purpose School Fund Budget (AF: 40-2012).** City Manager Campbell provided details on this item, stating this ordinance would set up the money for the school system to buy property on East Center Street across from the high school. Mr. Campbell further noted this would be a strategic move for long-range planning in regards to parking. He also pointed out the property received the same appraisal as it did almost ten years ago.

Motion/Second: Joh/McIntire, to pass:

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2012; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

**C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.**

**1. Consideration of Ordinances to Annex/Amend Zoning of the Border Regions Area 1 Annexation (AF: 22-2012).**

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of the City of Kingsport, Tennessee, Tuesday, February 7, 2012**

Motion/Second: McIntire/Parham, to pass:

**ORDINANCE NO. 6169**, AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, EMBRACING THAT CERTAIN PART OF THE 14<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE BORDER REGIONS AREA 1 ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Joh, Mallicote, McIntire, Parham, Segelhorst, Shupe and Phillips voting "aye."

Motion/Second: Joh/Parham, to pass:

**ORDINANCE NO. 6170**, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG MITCHELL ROAD, BOB JOBE ROAD, EASTERN STAR ROAD, AND BACON ROAD TO A-1, AGRICULTURAL DISTRICT, AND M-1R, LIGHT INDUSTRIAL DISTRICT IN THE 14<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Joh, Mallicote, McIntire, Parham, Segelhorst, Shupe and Phillips voting "aye."

**2. Consideration of Ordinances to Annex/Amend Zoning of the  
Border Regions Area 2 Annexation (AF: 23-2012).**

Motion/Second: McIntire/Joh, to pass:

**ORDINANCE NO. 6171**, AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, EMBRACING THAT CERTAIN PART OF THE 14<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE BORDER REGIONS AREA 2 ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Joh, Mallicote, McIntire, Parham, Segelhorst, Shupe and Phillips voting "aye."

Motion/Second: McIntire/Parham, to pass:

**ORDINANCE NO. 6172**, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG MITCHELL ROAD TO A-1, AGRICULTURAL DISTRICT, IN THE 14<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Joh, Mallicote, McIntire, Parham, Segelhorst, Shupe and Phillips voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, February 7, 2012**

**3. Consideration of Ordinances to Annex/Amend Zoning of the Border Regions Area 3 Annexation (AF: 24-2012).**

Motion/Second: McIntire/Parham, to pass:

**ORDINANCE NO. 6173**, AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 14<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE BORDER REGIONS AREA 3 ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Joh, Mallicote, McIntire, Parham, Segelhorst, Shupe and Phillips voting "aye."

Motion/Second: Parham/Mallicote, to pass:

**ORDINANCE NO. 6174**, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG MITCHELL ROAD, FORDTOWN ROAD, SNAPPS FERRY ROAD, COX HOLLOW ROAD, AND INTERSTATE 81 TO A-1, AGRICULTURAL DISTRICT, IN THE 14<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Joh, Mallicote, McIntire, Parham, Segelhorst, Shupe and Phillips voting "aye."

**D. OTHER BUSINESS.**

**1. Consideration of a Resolution Awarding the Bid for the Purchase of Various Water and Sewer Maintenance Items to Southern Pipe & Supply, Consolidated Pipe & Supply, HD Supply Waterworks & G & C Supply (AF: 27-2012).** City Manager Campbell noted this was the annual bid process and only items over fifty thousand dollars were included.

Motion/Second: Segelhorst/Joh, to pass:

**Resolution No. 2012-138**, A RESOLUTION AWARDING THE BID FOR PURCHASE OF VARIOUS WATER AND SEWER MAINTENANCE ITEMS TO SOUTHERN PIPE & SUPPLY, CONSOLIDATED PIPE & SUPPLY, HD SUPPLY WATERWORKS AND G&C SUPPLY AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

**2. Consideration of a Resolution Authorizing the Mayor to Execute All Documents to Receive Federal Aviation Administration Grant Funding for Improvement Projects at the Tri-Cities Regional Airport (AF: 29-2012).** City Manager Campbell pointed out this would keep the airport from having to bring every grant proposal before the Board.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, February 7, 2012**

Motion/Second: Shupe/McIntire, to pass:

**Resolution No. 2012-139**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPROVE AND ACCEPT ONE OR MORE FEDERAL FISCAL YEAR 2012 GRANTS THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR PROJECTS AT TRI-CITIES REGIONAL AIRPORT, TNVA

Passed: All present voting "aye."

**3. Consideration of a Resolution Approving an Agreement with Chris and Dawn Bowen Pertaining to Maintenance of a Shared Parking Easement and Clean Up After Certain Events of an Additional Easement for Adjacently Owned Properties and Authorizing the Mayor to Execute the Same (AF: 35-2012).** City Manager Campbell provided information on this item, noting it related to the lot in front of the Chamber of Commerce. The new property owners have agreed to a parking easement and the use of their lot 120 days out of the year. Clean-up arrangements after events are also included in this agreement.

Motion/Second: Segelhorst/Parham, to pass:

**Resolution No. 2012-140**, A RESOLUTION APPROVING AN AGREEMENT WITH CHRIS AND DAWN BOWEN PERTAINING TO MAINTENANCE OF A SHARED PARKING EASEMENT AND CLEAN UP AFTER CERTAIN EVENTS OF AN ADDITIONAL EASEMENT FOR ADJACENTLY OWNED PROPERTIES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL DOCUMENTS TO EFFECTUATE THE PURPOSE OF THE AGREEMENT; AND AUTHORIZING THE MAYOR TO MAKE CERTAIN CHANGES TO THE AGREEMENT, IF NEEDED

Passed: All present voting "aye."

**4. Consideration of a Resolution to Approve a Change to the Contract with Building Systems Technology, Inc. for Network Cable Installation for the Kingsport City Schools Administrative Support Center and Authorize the Mayor to Execute All Applicable Documents (AF: 37-2012).**

Motion/Second: Joh/McIntire, to pass:

**Resolution No. 2012-141**, A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT WITH BUILDING SYSTEMS TECHNOLOGY, INC FOR NETWORK CABLE INSTALLATION FOR THE KINGSFORT CITY SCHOOLS ADMINISTRATIVE SUPPORT CENTER AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

Passed: All present voting "aye."

**5. Consideration of a Resolution Awarding the Bid for the Construction of a Library at Thomas Jefferson Elementary School to Bracken & Associates, LLC and Authorizing the Mayor to Sign All Applicable Documents (AF: 41-2012).**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, February 7, 2012**

Motion/Second: McIntire/Parham, to pass:

**Resolution No. 2012-142**, A RESOLUTION AWARDDING THE BID FOR THE CONSTRUCTION OF A LIBRARY AT THOMAS JEFFERSON ELEMENTARY SCHOOL TO BRACKEN & ASSOCIATES, LLC;; AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME; AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

**E. APPOINTMENTS/REAPPOINTMENTS.** None.

**VII. CONSENT AGENDA.**

**Consent Agenda items are considered under one motion.**

Motion/Second: Segelhorst/Joh, to adopt:

**1. Consideration of an Ordinance to Appropriate Funds to Purchase Furniture and Equipment for the East Stone Drive Fire Station (AF: 14-2012).**

Adopt:

**Ordinance No. 6175**, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGET BY APPROPRIATING FUNDS TO COMPLETE THE FURNISHINGS FOR THE E. STONE DRIVE FIRE STATION FOR THE YEAR ENDING JUNE 30, 2012; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Joh, Mallicote, McIntire, Parham, Segelhorst, Shupe and Phillips voting "aye."

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER**. Police Chief Gale Osborne gave a brief presentation on the synthetic drug issue. He provided a history these investigations to the recently developed city ordinance. The Chief further stated that nine out of the ten stores that sold these products have quite selling them at this time and there is currently an open case awaiting lab reports from the Tennessee Bureau of Investigation. Chief Osborne also pointed out recent actions taken in Knoxville and noted the state legislature is scheduled to address this issue in March. Mayor Phillips commented on the length of time it takes to hear from the TBI. The possibility of looking into using other labs was discusses, although the Chief stated that would be much more costly. The Chief mentioned the need for resources, noting that if he had twice the amount of undercover officers it would still not be enough to combat the synthetic drugs and other drugs on the street.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, February 7, 2012**

- B. MAYOR AND BOARD MEMBERS.** Alderman McIntire spoke to the synthetic drug issue and stated that, as a chemist, it was a time-consuming and tough job when analyzing an unknown substance.

Alderman Joh commented on the warmer weather, noting that flowers were blooming and spring was around the corner.

Alderman Mallicote declared that he would be challenging State Representative Tony Shipley in the Republican Primary in the August 2012 election. Mr. Mallicote further stated that as he would be embarking upon this campaign, he would not be able to do so effectively and still be able to devote the necessary time and attention to his duties as alderman. Mr. Mallicote stated that with great reluctance and sadness, he would be resigning as alderman, to be effective at the end of the next business meeting.

Mayor Phillips commended Alderman Mallicote for what he is doing, noting they had joined the Board together in 2005. The Mayor stated a lot has happened since then and that he would be difficult to replace. Mayor Phillips also stated his appreciation for all of the thoughts and prayers regarding the loss of his mother.

- C. VISITORS.** Mr. Martin Hale, 1207 Mitchell Road, commented on the Border Region Area 3 annexation. City Manager Campbell clarified a newspaper article that he questioned.

Ms. Mitzi Cox, 808 Cox Hollow Road, asked questions regarding the Border Region annexations. City Manager Campbell explained they would take effect in thirty days and that all affected residents would be receiving a letter from the City about what to expect.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 8:07 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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DENNIS R. PHILLIPS  
Mayor

Minutes of the Special-Called Joint Work Session of the  
Board of Mayor and Aldermen, City of Kingsport, Tennessee  
and the Kingsport Regional Planning Commission  
Monday, February 6, 2012, 3:00 PM  
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Dennis Phillips

Alderman Valerie Joh

Alderman Benjamin K. Mallicote

*(arrived at 4:10 p.m.)*

Alderman Mike McIntire

Vice-Mayor Tom C. Parham

Alderman Tom Segelhorst

Alderman Jantry Shupe

City Administration

John G. Campbell, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

**Note:** This special-called joint work session of the Board of Mayor and Alderman and the Kingsport Regional Planning Commission convened at 3:00 p.m. before the regularly scheduled work session.

1. **CALL TO ORDER:** 3:05 p.m. by Mayor Phillips.
2. **ROLL CALL:** By Deputy City Recorder Angie Marshall.
3. **ANNEXATIONS UPDATE.** Mayor Phillips stated he had asked the City Manager and the Planning Commission to bring the Board of Mayor and Aldermen up to speed on proposed future annexations so the city would not get into a position where it is unable to fund necessary infrastructure such as roads and buildings.

City Planner Ken Weems provided information on the history of annexations in Kingsport. Planning Manager Lynn Tully gave an overview of the Urban Growth Boundary Plan and the relating law that went into effect in 1998. Ms. Tully noted that about half of the proposed annexations have been completed, which is around 50 square miles. Public Works Director Ryan McReynolds gave details on the projected cost of sewer construction as well as the current financial obligations. Mr. Weems concluded the presentation by outlining the impacts on the police department, the fire department as well as the school system. There was considerable discussion throughout the work session. Staff and Planning Commission members answered many questions from Board members.

**BOARD COMMENT.** None.

**PUBLIC COMMENT.** An unidentified citizen commented on the smart growth law.

**Minutes of the Special Called Joint Work Session of the Board of Mayor and Aldermen/Planning Commission of Kingsport, Tennessee, Monday, February 6, 2012**

4. **ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Phillips adjourned the meeting at 6:10 p.m.

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ANGELA MARSHALL  
Deputy City Recorder

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DENNIS R. PHILLIPS  
Mayor



**AGENDA ACTION FORM**

**Conduct a Public Hearing and Consideration of an Ordinance Establishing a Golf Course Community Zoning District**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-31-2012  
 Work Session: February 20, 2012  
 First Reading: February 21, 2012  
 Final Adoption: March 6, 2012  
 Staff Work By: Planning Division  
 Presentation By: K. Combs

**Recommendation:**

- Conduct the public hearing
- Approve the ordinance.

**Executive Summary:**

In 2011, the Ridgefields Golf Course and Country Club was purchased by Mr. Stan Pace. The golf course and surrounding neighborhood is currently zoned R-1A with the golf course and its accessory uses deemed a "private club" and is considered a special exception in a R-1A Residential District by the Board of Zoning Appeals. At Mr. Pace's request the restaurant building was rezoned to a B-4P, Planned Business District so the restaurant could serve the public and serve alcohol. It also permitted the planning staff to devise a permanent solution.

The attached ordinance creates the GC (Golf Course Community) zoning district, which will allow residential development in areas developed integrally with a new and/or existing golf course. It is the intent of this district to permit golf course development by providing for a more flexible placement of buildings, and providing for flexibility in accessory uses associated with a golf course, while protecting the integrity of the surrounding residential community.

Planning staff held a public meeting on January 12<sup>th</sup> at the Ridgefields Country Club with about 25 people in attendance. There were no negative comments received at the meeting. On January 19, 2012, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation to the Board of Mayor and Aldermen for the establishment of the Golf Course Community District. The Commission did not receive any negative comments regarding this issue. The Public Hearing was published on February 1, 2012.

**Attachments:**

1. Notice of Public Hearing
2. Ordinance
3. Planning Commission Report

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

## **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday February 21, 2012 to consider an ordinance to amend the Code of Ordinances, City of Kingsport, Tennessee, Chapter 114, Article III, to establish a Golf Course Community District Zoning. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

All interested persons are invited to attend this meeting and public hearing. A description is on file in the offices of the City Manager and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSPORT  
Angie Marshall, City Clerk  
PIT: 2/1/12

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, CHAPTER 114, ARTICLE III, TO ESTABLISH GOLF COURSE COMMUNITY DISTRICT ZONING; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

PRE-FILED  
CITY RECORDER

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That section 114-184 of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to add a subsection 9 to read as follows:

(9) The GC (Golf Course Community) zoning district has been established to permit residential development in areas developed integrally with a new and/or existing golf course. It is the intent of this district to permit golf course development by providing for a more flexible placing of buildings on land, and providing for flexibility in accessory uses associated with a golf course while protecting the integrity of the surrounding residential community. In addition to the requirements specified herein for this zoning district, the planning commission and/or the board of mayor and aldermen may impose any reasonable conditions deemed necessary to safeguard the health, safety, welfare, and property values of the surrounding area of the city.

SECTION II. That the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended by adding the following section, to be numbered 114-210, which said section read as follows:

**Section 114-210. Golf Course Community District (GC).**

(a) Principal uses. Principal uses for the GC district area are as follows:

- (1) One (1) single-family detached dwelling unit per lot.
- (2) Public uses, including but not limited to playgrounds, parks, recreational buildings, fire and police stations, and reservoirs.
- (3) Golf course uses, including driving ranges, practice putting greens, clubhouses with parking, maintenance buildings, and restroom outbuildings.
- (4) Recreational uses, including swimming pools, tennis courts, and basketball courts.

(b) Accessory uses. Accessory uses which are accessory, incidental and subordinate to principal uses are permitted in the GC district as follows:

(1) Golf course accessory uses:

- a. One public or private banquet facility with parking.
- b. One public or private restaurant with no drive-thru.
- c. Retail sales utilized by golf course and club members, but not including the sale of motorized golf carts or vehicles.
- d. On-premise alcohol sales.
- e. One Public or private club with kitchen facilities.

(2) Residential Accessory Uses

- a. Accessory to single family residences - private garages, storage sheds, parking and private recreation.
- b. Accessory to single family residences - living quarters without cooking facilities, but only for guests or domestic employees.
- c. Accessory to single family residences – home occupations.

(c) Special Exceptions. Uses permitted only with the approval of the board of zoning appeals are allowed as follows:

- (1) Churches and other places of worship.
- (2) On-site subdivision sales offices while sales are underway.

(d) Prohibited Uses in the GC District are as follows:

- (1) Residential, other than single family detached dwellings.
- (2) Commercial uses other than use incidental to the golf course or club members.
- (3) Manufacturing/industrial uses.
- (4) Any use not listed in this section as a principal use, accessory use, or special exception use.

(e) Design Standards

(1) Minimum requirements

- a. Minimum lot area, 10,000 square feet.
- b. Lot frontage, 60 feet; and all non residential uses must have access directly from an arterial or collector street as designated by the Major Street and Road Plan.
- c. Front yard, minimum front yard setback shall be 40 feet.
- d. Side yard, minimum side yard setback shall be 10 feet for one or two stories; 15 feet for three stories; plus 50 percent of the side yard setback listed above for a side yard abutting a public street.
- e. Rear yard, minimum rear yard setback shall be 30 feet.

(2) Maximum permitted allowances

- a. Lot coverage, 30 percent including accessory buildings.
- b. Building height, three stories up 35 feet maximum height.

(3) Master Plan

- a. Must be submitted and approved by the Kingsport Regional Planning Commission.
- b. Must be stamped and signed by the director of planning and recorded with the Sullivan County Register of Deeds prior to the issuance of a building permit.
- c. Any development, uses, location of buildings or facilities must adhere to the approved master plan.

(f) Parking and Loading. Parking and loading requirements for the GC District shall be regulated by the following provisions:

- (1) For all residential units, a driveway for at least two spaces per dwelling unit shall be provided and only one such space shall be required to have direct access to a street.
- (2) For the number of parking spaces required for all other uses, see Article V of this chapter.
- (3) Parking areas for non residential uses in excess of 5,000 square feet must contain interior landscaping. This requirement is not satisfied by any other required setback planting, buffering or screening areas.

- a. All parking rows shall end in a landscape island containing one small maturing tree. All landscape islands shall be a minimum of 9 feet by 18 feet and shall be protected around the perimeter of the island.
- b. A landscaped island is required every 12 (twelve) parking spaces and it shall contain one small maturing tree.
- c. A credit of two planted trees for each existing tree saved will be given when the existing tree saved exceeds the required minimum size tree at planting. (See Landscaping Article IV of the Chapter)
- d. All loading docks and bays shall be screened from public streets.

(g) Lighting. All lighting for non residential areas shall be sufficient for the safe use of the facilities and shall not create a traffic hazard. The use of cut-off boxes shall be required for lighting adjacent to residential areas to reduce light spillage.

(h) Signs. Signs as allowed section 114-564 are permitted. Signs, other than residential signs or signs as allowed section 114-564, within the district shall be reviewed by the planning commission as part of the site plan approval process. Additionally, the following shall apply:

(1) Freestanding signs are permitted for non residential areas as follows:

- a. Freestanding Signs are only permitted at the main ingress/egress to the lot and only one sign shall be permitted.
- b. The sign shall not exceed thirty-two (32) square feet in area per side.
- c. The sign shall be a monument style sign mounted on a solid base and shall not exceed five (5) feet in height.
- d. No freestanding sign shall be closer than 15 feet to any public street or permanent easement.
- e. Signs shall only be illuminated externally.

(2) Signs for residential areas are permitted as follows:

- a. Home occupations conducted in a dwelling are permitted one freestanding sign, provided:
  1. The area of one side of the sign does not exceed three square feet; and
  2. The sign shall not be illuminated by any means.
- b. Single family residences are permitted one temporary sign, provided:
  1. The area of the sign does not exceed three square feet;
  2. The sign shall not be illuminated by any means; and
  3. The sign shall be placed no more than three consecutive days at a time.
- c. Single-family residential subdivisions are permitted one permanent identification sign at each major street access, provided:
  1. Such sign does not exceed 32 square feet per side with a maximum number of two sides;
  2. The height of the sign shall not exceed five feet;
  3. The sign shall be set back a minimum of twenty feet from any property line, except that a sign may be permitted in a grassed median with the approval of the public works director, provided the sign does not interfere with traffic; and

4. The sign shall only be illuminated externally.

(i) Landscaping, screening and buffering. Landscaping, screening and buffering shall be allowed as set forth in Article VI of this chapter.

SECTION III. Any person violating any provision of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of fifty dollars (\$50.00) for each offense. Each occurrence shall constitute a separate offense.

SECTION IV. That this ordinance shall take effect as the law directs, the public welfare of the City of Kingsport, Tennessee requiring it.

\_\_\_\_\_  
DENNIS PHILLIPS, Mayor

ATTEST:

\_\_\_\_\_  
JAMES DEMMING, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1<sup>ST</sup> READING \_\_\_\_\_  
PASSED ON 2<sup>ND</sup> READING \_\_\_\_\_

## MEMORANDUM

**TO:** KINGSFORT REGIONAL PLANNING COMMISSION  
**FROM:** KAREN B. COMBS, PLANNER  
**SUBJECT:** GOLF COURSE COMMUNITY ZONING TEXT AMENDMENT  
**DATE:** 1/9/12  
**PROJECT NO:** 11-801-00004

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### **INTRODUCTION**

Consider recommending the addition to the City Zoning Code of the Golf Course Community District (GC District) to the Kingsport Board of Mayor and Alderman.

### **PRESENTATION**

A public meeting will be held on January 12, 2012 to gather information from Ridgefield's property owners on this ordinance. The results from this meeting will be presented to the Planning Commission on January 19, 2012 during Kingsport Regional Planning Commission Meeting.

The Golf Course Community District will allow the commercial uses associated with a golf course/country club atmosphere while keeping the integrity of the adjoining residential neighborhood.

The GC district intent is:

To permit residential development in areas developed integrally with a new and/or existing golf course. It is the intent of this district to permit golf course development by providing for a more flexible placing of buildings on land, and providing for flexibility in accessory uses associated with a golf course while protecting the integrity of the surrounding residential community. In addition to the requirements specified herein for this zoning district, the Planning Commission and/or the Board of Mayor and Aldermen may impose any reasonable conditions deemed necessary to safeguard the health, safety, welfare, and property values of the surrounding area of the City.

### **OPTIONS**

The Planning Commission's options are as follows:

1. Recommend the zoning amendments to the Kingsport Board of Mayor and Alderman.

2. Make minor changes and recommend to the Board of Mayor and Alderman.
3. Schedule a work session to review the proposal and possible changes.

### **RECOMMENDATION**

Option 1. **Recommend approval** for the following reason:

1. This district will allow limited commercial uses associated with golf courses/country clubs to be established that under the current ordinances, would not be permitted.
2. This district will protect and maintain the integrity of existing residential neighborhoods associated with the golf course.
3. This district will provide adequate guidelines for the development of new residential neighborhoods associated with golf courses and their specific accessory uses.



**AGENDA ACTION FORM**

**Public Hearing and Consideration of an Ordinance Vacating Two Alleys Located Behind 301 E. Center Street and Declaring the Property Surplus**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager *John G. Campbell*

Action Form No.: AF-32-2012  
 Work Session: February 20, 2012  
 First Reading: February 21, 2012  
 Final Adoption: March 6, 2012  
 Staff Work By: K. Combs/J. Demming  
 Presentation By: K. Combs

**Recommendation:**

- Conduct a Public Hearing
- Approve the Ordinance

**Executive Summary:**

Bank of Tennessee has requested that the city vacate its interest in two alleys located behind 301 E. Center Street. Bank of Tennessee would like to incorporate this property into its redevelopment plans of this site. No city department has a future use for this property. The Kingsport Regional Planning Commission recommends that the city vacate its interest in the alleys described in the attached ordinance and declare them surplus. At its April 21, 2011 meeting the Kingsport Regional Planning Commission determined that the public interest of the city is best served by vacating that portion of platted public right-of-way described in the ordinance, consistent with the existing nature and extent of its public use, no future use of same for right-of-way purposes is reasonably anticipated; and declared the real property surplus. A Notice of Public Hearing was published in the Kingsport Times News on February 6, 2012.

**Attachments:**

1. Notice of Public Hearing
2. Ordinance
3. Planning Commission Report
4. Planning Commission Minutes
5. City Recorder's Letter
6. Maps of Alleys

Funding source appropriate and funds are available: \_\_\_\_\_

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

# PRE-FILED

## ORDINANCE NO. \_\_\_\_\_ CITY RECORDER

AN ORDINANCE TO VACATE FOR PUBLIC USE AND DECLARE SURPLUS TWO ALLEYS SITUATED IN KINGSPORT, TENNESSEE, ELEVENTH CIVIL DISTRICT OF SULLIVAN COUNTY; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, after due investigation and careful consideration at its regular monthly meeting held April 21, 2011, the Kingsport Regional Planning Commission determined that the public interest of the City is best served and warrants vacating that portion of platted public right-of-way described herein, in that consistent with the existing nature and extent of its public use, no future use of same for right-of-way purposes is reasonably anticipated; and,

WHEREAS, the Kingsport Regional Planning Commission at its regular monthly meeting held April 21, 2011 recommended to the Kingsport Board of Mayor and Aldermen vacation of the right-of-ways and declared them surplus.

WHEREAS, a Notice of Public Hearing was published in the Kingsport Times News on February 6, 2012, and a public hearing was held on February 21, 2012, prior to the Now therefore,

BE IT ORDAINED by the City of Kingsport as follows:

SECTION I. That all of a certain section of right-of-way, located within the City of Kingsport, 11<sup>th</sup> Civil District of Sullivan County, Tennessee, is hereby vacated and closed to public use and is declared surplus, being further described as follows:

Being that part of a 20 foot alley south of Center Street and laying between Cherokee Street and Cumberland Street as shown in Block 11 of a plat entitled "Survey of Part of Blocks 9, 10, 11, 155 & 156" and recorded in Plat Book 3, page 74 in the Register of Deeds for Sullivan County, Tennessee at Blountville, to which reference is here made.

Also being an alley laying perpendicular to and between the alley described above and another alley south of the alley described above as shown in Block 11 of a plat entitled "City of Kingsport, Tennessee" and recorded in Plat Book A, page 25 in the Register of Deeds for Sullivan County, Tennessee at Blountville, to which reference is here made.

SECTION II. That this ordinance shall be effective from and after the date of its passage, as the law directs, the public welfare of the citizens of Kingsport requiring it.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_

## **MEMORANDUM**

**TO:** KINGSFORT REGIONAL PLANNING COMMISSION  
**FROM:** KAREN B. COMBS, PRINCIPAL PLANNER  
**SUBJECT:** VACATING ALLEYS BEHIND 301 E. CENTER STREET  
**DATE:** 4/5/11  
**PROJECT NO:** 11-401-00003

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### **INTRODUCTION**

Consider a request and recommend to the Board of Mayor and Alderman that the City of Kingsport vacate all interest in the Right of Way along the alleys located behind 301 E. Center Street and declare the real property surplus.

### **PRESENTATION**

Bank of Tennessee has requested that the City of Kingsport vacate their interest in the alleys located behind 301 E. Center Street. The Kingsport Regional Planning Commission can determine that the public interest of the City is best served and warrants vacating that portion of platted public right-of-way described herein, in that consistent with the existing nature and extent of its public use, no future use of same for right-of-way purposes is reasonably anticipated; and, declare the real property surplus. Bank of Tennessee would like to incorporate this property into their redevelopment plans of this site. No City Department foresees a future use for this property. Staff recommends that the City of Kingsport vacate their interest in this alley and declare the real property surplus.

### **OPTIONS**

The Planning Commission's options are as follows:

1. Grant approval.
2. Deny approval and state the reasons for denial in writing.
3. Postpone action pending receipt of additional information.

### **RECOMMENDATION**

Option 1 - **Grant approval** for the following reasons:

1. City staff sees no future use for this Right of Way.

# APPLICATION

Vacation of City Right-of-Way



### APPLICANT INFORMATION:

Last Name Bank of Tennessee First \_\_\_\_\_ M.I. \_\_\_\_\_ Date \_\_\_\_\_  
 Street Address 301 E. Center Street Apartment/Unit # \_\_\_\_\_  
 City Kingsport State Tennessee ZIP 37660  
 Phone 423-279-2549 or 423-361-4695 E-mail Address s Lambert@bankoftennessee.com

### PROPERTY INFORMATION:

Tax Map Information Tax map: \_\_\_\_\_ Group: \_\_\_\_\_ Parcel: \_\_\_\_\_ Lot: \_\_\_\_\_  
 Street Address Center Street - Alley #16 608 9613 Apartment/Unit # \_\_\_\_\_  
 City See Attached Property Map State \_\_\_\_\_ ZIP \_\_\_\_\_

### DISCLAIMER AND SIGNATURE

The applicant agrees to indemnify and hold harmless the City of Kingsport from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to the vacating and surplus of the requested property.

If this application leads to the attainment of requested property, I understand that I will be required to pay for all costs incurred by the City associated with the transfer of property. If the appraised value of the property is \$5,000 or more the City will first offer the property for sale to the adjacent property owners. (Reference City of Kingsport Code of Ordinances Sections 2-461 and 2-462.)

I understand that if for any reason I choose not to acquire the property after the appraisal services are obtained, or of the Kingsport Board of Mayor and Aldermen (BMA) disapproves conveyance of the property, I will not be entitled to a refund. I also understand that if for any reason the BMA approves conveyance of the property to any party other than myself, I will receive a refund for this appraisal fee after the property is fully conveyed.

By signing below I state that I have read and understand the conditions of this application.

Signature

Date 11/20/11

Signed before me on this 20th day of November 2011

a notary public for the State of Tennessee

County of Washington

Notary Laura J. Hamilton

My Commission Expires 3/26/12



### FOR CITY RECORDER'S OFFICE

City Deed Number Alley map in City Attorney's office

Signature of City Recorder Angie Marshall

Date 11/22/11

**CITY PLANNING OFFICE**

Received Date: 12/22/11

Application Fee Paid: 4/8

Planning Commission Meeting Date April 2011

Board of Mayor and Alderman Meeting Date Dec. 6, 2011

Signature of City Planner 

Received By:

Date 11/28/11

**APPLICATION FOR CITY TO VACATE CITY OF KINGSPORT RIGHT OF WAY**

Submit this application to:

Office of the City Recorder  
City of Kingsport  
225 West Center Street Kingsport, TN 37660

*NOTICE: The person(s) acquiring the property will be required to pay for all costs incurred by the City associated with the transfer of the property. If the appraised value of the property is \$5,000 or more, the City will first offer the property for sale to the adjacent property owners. (Reference: City of Kingsport Code of Ordinances Sections 2-461 and 2-462.)*

**Part 1.** Applicant's Name: Bank of Tennessee

Address: 301 E Center Street Kingsport TN Zip Code 37660

Telephone Number: 423-219-2549 -- 423-361-4695 - Steve

**Information about the property being applied for:** Property surrounding Acker #'s 608 & 613

Street Address: "Please See Attached Property List"

City, State & Zip: \_\_\_\_\_

Parcel Number: \_\_\_\_\_ Location ID Number: \_\_\_\_\_

Applicant's Signature Steve Lambert, VP, Facilities Director Date February 12, 2010

For City Recorder's Office to Complete: City Deed No.: \_\_\_\_\_

Date received: \_\_\_\_\_ Forwarded to: \_\_\_\_\_ Date: \_\_\_\_\_

**Part 2.** (Complete after being notified that the property has been declared as 'surplus property.'  
Possible restrictions may apply and an appraisal may be required.)

I [DO ] [DO NOT ] want to proceed with the property acquisition.

I [WILL ] [WILL NOT ] provide \$ \_\_\_\_\_ for appraisal services AND a copy of this application to the City of Kingsport Accounts Receivable Office.

*I understand that if for any reason I choose not to acquire the property after the appraisal services are obtained, or if the Kingsport Board of Mayor and Aldermen (BMA) disapproves conveyance of the property, I will not be entitled to a refund. I also understand that if for any reason the BMA approves conveyance of the property to any party other than myself I will receive a refund for this appraisal fee after the property is fully conveyed.*

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

For City Accounts Receivable Office to Complete: Amount Received: \$ \_\_\_\_\_

Receipt No. \_\_\_\_\_ Received By: \_\_\_\_\_  
Printed Name Signature

# Property owned by Bank of TN.

	<u>Parcel Number</u>	<u>Location ID Number</u>
214 Cumberland Street 49.58 x 140 Block 11 lot 33 & 34 <sup>1</sup>	3200	046P
Cumberland Street 25 x 140 Block 11 Lot 32	3110	046P
\ Cumberland Street 25 x 140 Block 11 Lot 31	3100	046P
\ Cumberland Street 25 x 140 Block 11 Lot 30	3000	046P
343 E Center Street Cumberland Building Block 11 Lot 23 & 24	2900	046P
\ 335 E Center 25 x 104 Block 11 Lot 22	1100	046P
\ 333 E Center 25 x 104 Block 11 Lot 21	1050	046P
\ E Center 50 x 104 Block 11 Lots 19 and 20	1000	046P
\ 301 E Center Street (Cherokee & Center) Block 11 Lot 13-16 Branch #1	800	046P
Cherokee Street 50 x 140 Block 11 Lot 25 & 26	700	046P
\ Cherokee Street 74.58 x 140 Block 11 Lot 27-29	600	046P
\ 321 317 E Center Street Lot 17 & 18	900	046P



**MINUTES OF THE REGULAR MEETING OF THE  
KINGSPORT REGIONAL PLANNING COMMISSION**

April 21, 2011

7:00 p.m.

**Members Present**

George Coleman, Chairman  
Dennis Ward, Vice-Chairman  
Tom Parham, Alderman  
Mike McIntire  
Colette George  
Hoyt Denton  
Jim Lewis  
Dave Stauffer

**Members Absent**

Andy Hall

**Staff Present**

Jeff Fleming  
Chris Alley  
Karen Combs  
Forrest Koder  
Jason Meredith  
Ken Weems

**Visitors List**

Gregg Teansonne  
Donald Jobe  
John Rose  
Steve Lambert  
Danny Karst

At 7:00 p.m., Chairman George Coleman called the meeting to order, welcomed the audience, introduced the Commissioners and staff, and summarized meeting procedures. Staff advised there had been one change made to the Tentative Agenda; at the request of the Commission one item had been added; the consideration of appointing an interim secretary. A motion was made by Mike McIntire, seconded by Tom Parham, to approve the Agenda as amended. This motion was approved unanimously. A second motion was made by Tom Parham, seconded by Mike McIntire, to approve the minutes of the Regular Meeting held March 17, 2011. This motion was approved unanimously.

The first item on the agenda was to consider the appointment of an interim secretary for the Board. The retirement of Alan Webb, Planning Manager, created a vacancy on the Commission for Secretary. Jeff Fleming, Assistant City Manager for Development, has been named as the interim Planning Manager. On a motion made by Mike McIntire, seconded by Tom Parham; Jeff Fleming was named as the interim Planning Commission Secretary. The motion was approved unanimously.

**CONSENT AGENDA**

**Request to Amend the Plan of Services for Parker Lane Annexation – (09-301-00005) –** The Planning Commission considered amending the Plan of Services contained in Resolution No. 2010-024 for the Parker Lane Annexation of the City of Kingsport, Tennessee, to indicate that street lights will not

be installed for the lots in the Parker Lane Annexation Area at the request of a majority of the property owners of the annexed territory.

**Request to Approve Irrevocable Letter of Credit Reduction for Edinburgh Subdivision, Phase 2a (08-201-00068)** – The Planning Commission considered an Irrevocable Letter of Credit Reduction for Edinburgh, Phase 2a. Staff received a request from the developer to reduce the ILOC from \$330,200 to \$193,600 for infrastructure completed. The Engineering Department furnished a cost estimate for remaining work in the lower amount. Staff supported the request to reduce the ILOC to \$193,600.

A motion was entertained by the Chairman George Coleman, and was made by Tom Parham, seconded by Mike McIntire, to approve the Consent Agenda as submitted. The motion was approved unanimously.

#### **UNFINISHED BUSINESS**

**Edinburgh Subdivision Phase 2b & 2c-Preliminary Plat – 24Lots (11-201-00018)** - The Planning Commission considered a request for approval of a preliminary plat for Edinburgh Subdivision Phase 2b and 2c. Staff stated property owner is requesting preliminary plat approval before the Planning Commission for a total of twenty-four (24) lots respectively, in the previously approved (Feb. 21, 2008) Phase 2 portion of Edinburgh. (Phase 2b-11 lots and 2c-13 lots) All proposed lots meet the size requirements for the PD, Planned Development District. All streets provided in these Phases will be dedicated to the City after construction and acceptance by the City Engineering Department. Utilities in the form of water and sewer will be extended to the lots as well as streets and storm drains. The engineering documents have been submitted, and are being reviewed. As in previous phases, the developer will probably bond infrastructure improvements after the bond amount is set by the Engineering Department prior to applying for the final plat.

The Edinburgh Group is requesting a variance to street width from the current required width of 24 feet down to 22 feet in width. The rationale being the number of units on both of these streets is minimal and also the fact that staff is currently working on an amendment to the Minimum Subdivision Regulations to include a street standard for a 22 foot paved street.

Staff stated all other requirements of the *Minimum Subdivision Regulations for the City of Kingsport* have been met. Staff recommended the Planning Commission grant Preliminary Plat approval for Phase 2b & 2c of the Edinburgh development with the variance.

Secretary Fleming stated the developer would be forthcoming, possibly next month with a request for a variance to the installation of sidewalks on the 40 foot right-of-way streets. The variance would be to install a nature trail in-lieu of the sidewalks. It was recommended to the developer that a comprehensive plan be completed for possible presentation during the next Commission meeting. The developer stated they would work toward that end. Chairman Coleman recommended staff be looking at alternatives to sidewalks for the purpose of a walking or nature trail to be incorporated into the *Minimum Subdivision Regulations* rather than having to grant variances for this issue.

After some discussion, and questions by the Commission, a motion was made to accept staff's recommendation by Jim Lewis, seconded by Tom Parham. The Commission voted 7-0 in favor of granting acceptance of the preliminary plat.

## NEW BUSINESS

**Willowbrook Trace Road Dedication Plat (11-201-00014)** - The Planning Commission considered a request to adopt a certain portion of property owned by the Willowbrook Homeowner's Association as part of the Willowbrook Trace right-of-way dedication on a subdivision plat. Staff stated it had come to their attention that Willowbrook Trace has several problems associated with street placement and right-of-way for maintenance of utilities. Willowbrook was annexed after development occurred in this area and the streets were dedicated by deed. Taking over the street was part of the annexation agreement. Additionally, there is a portion of Willowbrook Trace that is not currently connected via right-of-way; thereby, leaving a gap in the existing street. What this does is leave maintenance of utilities and the portion of the street in private hands, as the City cannot initiate work on private property without at a minimum an easement.

The property owners of Willowbrook Planned Development have agreed to provide a subdivision plat indicating property they are willing to give-up in order to provide enough right-of-way for maintenance of City utilities, and also to close the gap in the street connecting the two sections. This would allow the City to maintain all utilities within the new right-of-way and clean up a problem that has been identified. Staff further stated this had been review by Engineering and had been approved.

Staff recommended approval of the Final Plat for dedication of public right-of-way for Willowbrook Trace to the Planning Commission. A motion was made by Tom Parham, seconded by Dennis Ward, to accept staff's recommendation. This motion was approved unanimously.

**Vacation and Surplus Property located behind 301 E. Center Street (11-401-00003)** - The Planning Commission considered a request to send a recommendation to the Board of Mayor and Alderman to vacate the City's interest in the alleys located behind 301 East Center Street and declare the real property surplus. Bank of Tennessee requested that the City of Kingsport vacate their interest in the alleys located behind 301 E. Center Street. Staff informed the Commission that they can determine that the public interest of the City is best served, and warrants vacating that portion of platted public right-of-way described herein, in that consistent with the existing nature and extent of its public use, no future use of same for right-of-way purposes is reasonably anticipated; and, declare the real property surplus. Bank of Tennessee would like to incorporate this property into their redevelopment plans of this site. No City Department foresees a future use for this property. During the presentation, staff explained the process for declaring property surplus. Staff recommended that the Planning Commission send a favorable recommendation to the Board of Mayor and Alderman to vacate the City's interest in these alleys and declare the real property surplus. A motion was made by Mike McIntire, seconded by Hoyt Denton, to approve the request as presented by staff. The motion was approved unanimously.

**Sullivan County Zoning Text Amendment on Cargo Shipping Containers (11-801-00001)** - The Planning Commission considered a zoning text amendment request from the Sullivan County Planning Department. The text amendment proposed to amend article 3-102A, Accessory Uses and Activities Table to allow the adaptive reuse of steel cargo shipping containers on five acre minimum tracts zoned A-1 only with the following supplemental design guidelines and definitions added to Appendix A-103.6, add number 7. Definition proposed by County Commissioner; and Appendix B, B-105.2, add number 7, Accessory Uses and Activities- to read:

- Steel Storage/Cargo Shipping Containers may be adapted and re-used as residential or agricultural storage buildings with the following supplemental design criteria:
  - Conditional Use reviewed for approval by the Board of Zoning Appeals;

- Tract of land must be a minimum of five acres and zoned A-1;
  - An evergreen planted buffer around the perimeter of the structure (see buffer code in Article 8) may be required at the discretion of the Board of Zoning Appeals based upon site visibility to neighbors;
  - Added structural pitched roof built to current building code;
  - Anchored/tied down containers that are set plumb and level at grade;
  - No commercial activity within;
  - Cannot exceed two containers high;
  - Total structure shall be setback a minimum of 30 feet along all property lines;
  - Shall not exceed the square footage limitation set forth in article 3-103.6 for Customary Residential Accessory Structures;
  - Building permit required.
- Definition to read:
- Steel Storage Container Structure (SSCS): The standard steel cargo container sizes are 20 feet long by 8 feet wide by 8 ½ feet high or 40 feet long by 8 feet wide by 8 ½ feet high.

During their March regular meeting, the Sullivan County Planning Commission voted unanimously in favor of these text amendments. Staff recommended Option 1, that the Planning Commission approve the zoning text amendment and send a favorable recommendation to the Sullivan County Commission.

A motion was made by Mike McIntire, seconded by Jim Lewis, to approve the request and send a favorable recommendation to the Sullivan County Commission. The motion was approved unanimously.

#### **OTHER BUSINESS**

The Planning Commission received, for informational purpose only, the minutes of the Board of Zoning Appeals Regular Meeting held November 4, 2010.

The Planning Commission received, for informational purpose only, the minutes of the Historic Zoning Commission Regular Meeting held February 14, 2011.

The Planning Commission received, for informational purpose only, a report of the FY2011 Year-to-Date Relocation Report.

The Planning Commission received, for informational purpose only, the Building Division Monthly Report for March.

The Planning Commission received, for informational purposes only, a Building Division Quarterly Report.

The Planning Commission received report, for informational purpose only, of permits issued by the Building Division for the period of March 1-31, 2011.

The Planning Commission received, for informational purpose only, a report of New Businesses as provided by Jeff Fleming.

Under other items of interest, staff presented the same PowerPoint presentation on future annexations that was presented to the Board of Mayor and Alderman (BMA) on Monday, April 18, 2011. Staff outlined the proposal for the next 5 years of annexation, showing next 6 month, next 1.5 years, and next 5 years conceptual annexation schedule.

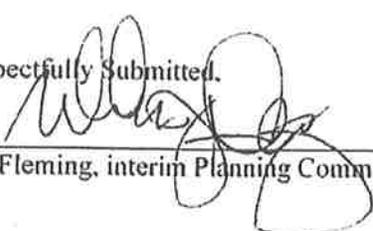
Staff discussed conceptual annexation areas within the North Kingsport area, located west of Lynn Garden Drive and east of the Holston River, and along West Carter's Valley Road. This area has an estimated population of 985 residents. Phase I describes areas that require minor, if any water and sewer upgrades, and could potentially be annexed within 6 to 18 months. Included in Phase I are roughly 288 parcels, made up of approximately 645 acres, or 1 square mile. Additionally, an estimated 28,537 linear feet, or 5.4 miles of streets are included in Phase I. The conceptual Phase II of the North Kingsport Area, which could potentially be annexed within five (5) years, will require minor water and sewer costs and includes roughly 272 parcels, made up of approximately 376 acres, or .58 square miles. An estimated 24,890 linear feet, or 4.7 square miles of streets are included in Phase II. Next, staff addressed the conceptual Fall Creek Annexation area, located along Fall Creek Road. The projected area could potentially be annexed within the next five (5) years. The Fall Creek area includes an estimated population of 2,563 people and contains roughly 1,349 parcels, made up of approximately 2,305 acres, or 10.94 square miles. Additionally, an estimated 98,379 linear feet, or 18.61 square miles of streets are included in this projected area. Portions of the Fall Creek area currently have water and sewer available, while other portions will require minor costs.

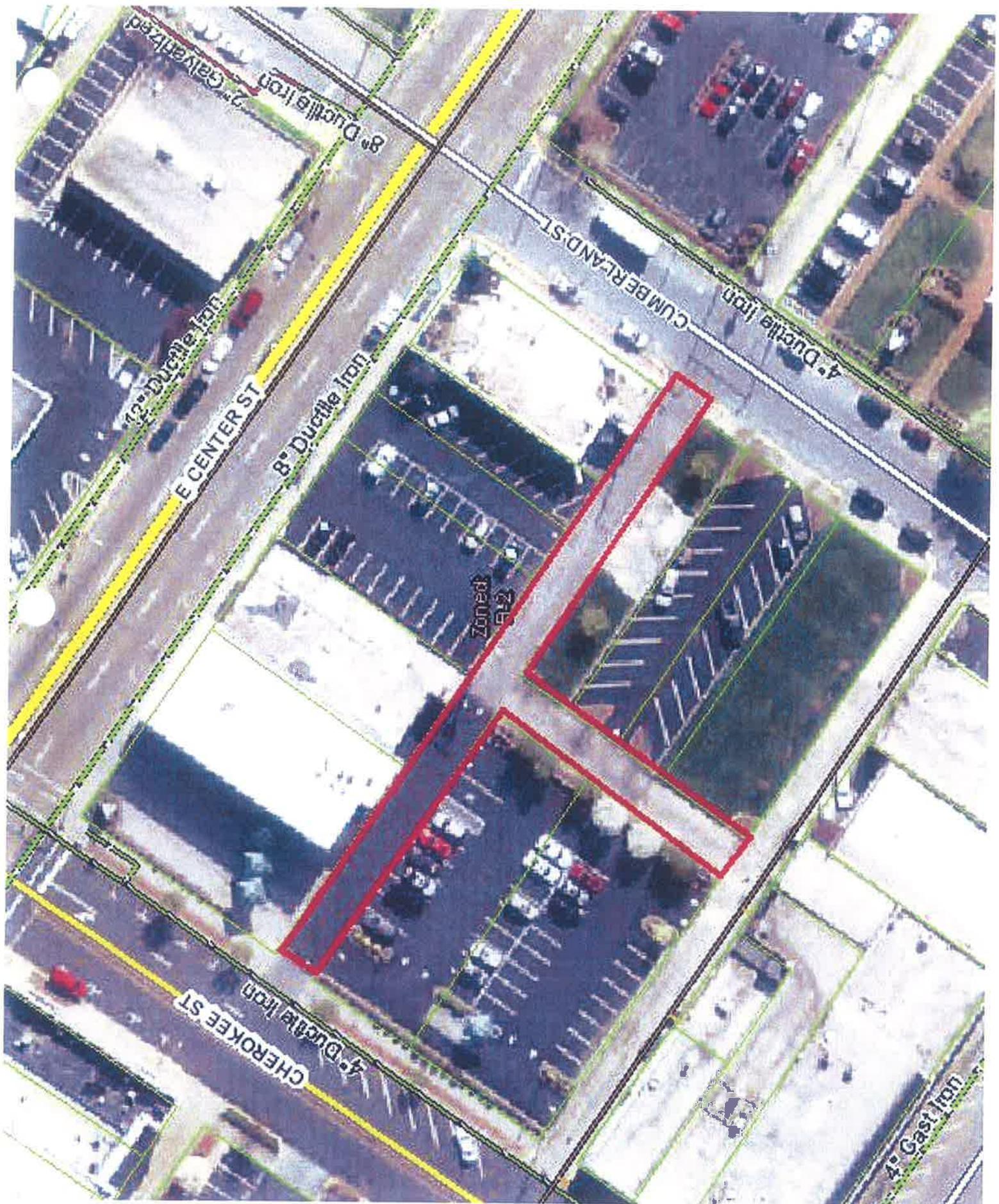
Staff also reported on the Colonial Heights, Sullivan Gardens, and Reservoir Road areas of the City concerning future annexation possibilities. The Colonial Heights area included areas that already receive sewer services for the next 6 months portion of annexation. These areas include portions of Wendover Hills Subdivision, the Rosehaven Court Subdivision, and a small portion of Quail Creek Estates. In all an approximate total of 117 parcels, all with sewer available. The areas defined as being annexed in the next 1.5 years included the Colonial Acres Subdivision, the remaining county property between Lebanon Road and Fort Henry Drive (north of I-81), as well as parcels fronting Colonial Heights Road (east of Fort Henry Drive). In all, a total of approximately 370 parcels in the next 1.5 years (excluding the parcels defined as being annexed within the next 6 months). Conceptual annexation areas that were likely to be annexed within the next 5 years (less the 6 month and 1.5 year areas) included the remaining sections of Colonial Heights (west of Fort Henry Drive), parcels collected on Colonial Heights Road, as well as parcels that front Sullivan Gardens Parkway and Reservoir Road (over 1,100 parcels total). While the Commission agreed that annexing the parcels that currently have sanitary sewer made sense, the Commission expressed concern over the cost of annexing many areas that would require sanitary sewer built as part of the annexation plan of services. The Commission asked the planning staff to provide cost estimates for the sewer work for the areas outlined by the next meeting, or to have a projected date of when the cost figures would be available by next meeting.

#### **ADJOURNMENT**

There being no further business the meeting was adjourned at 8:37 p.m.

Respectfully Submitted,

  
\_\_\_\_\_  
Jeff Fleming, interim Planning Commission Secretary



7th Galvanized

8th Ductile Iron

E CENTER ST

8th Ductile Iron

Zoned R12

CUMBERLAND ST

4th Ductile Iron

4th Ductile Iron

CHEROKEE ST

4th Cast Iron



CITY OF KINGSPORT, TENNESSEE

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February 2, 2012

Kingsport Board of Mayor and Aldermen  
225 West Center Street  
Kingsport, TN 37660

RE: Surplus Property Request from Bank of Tennessee

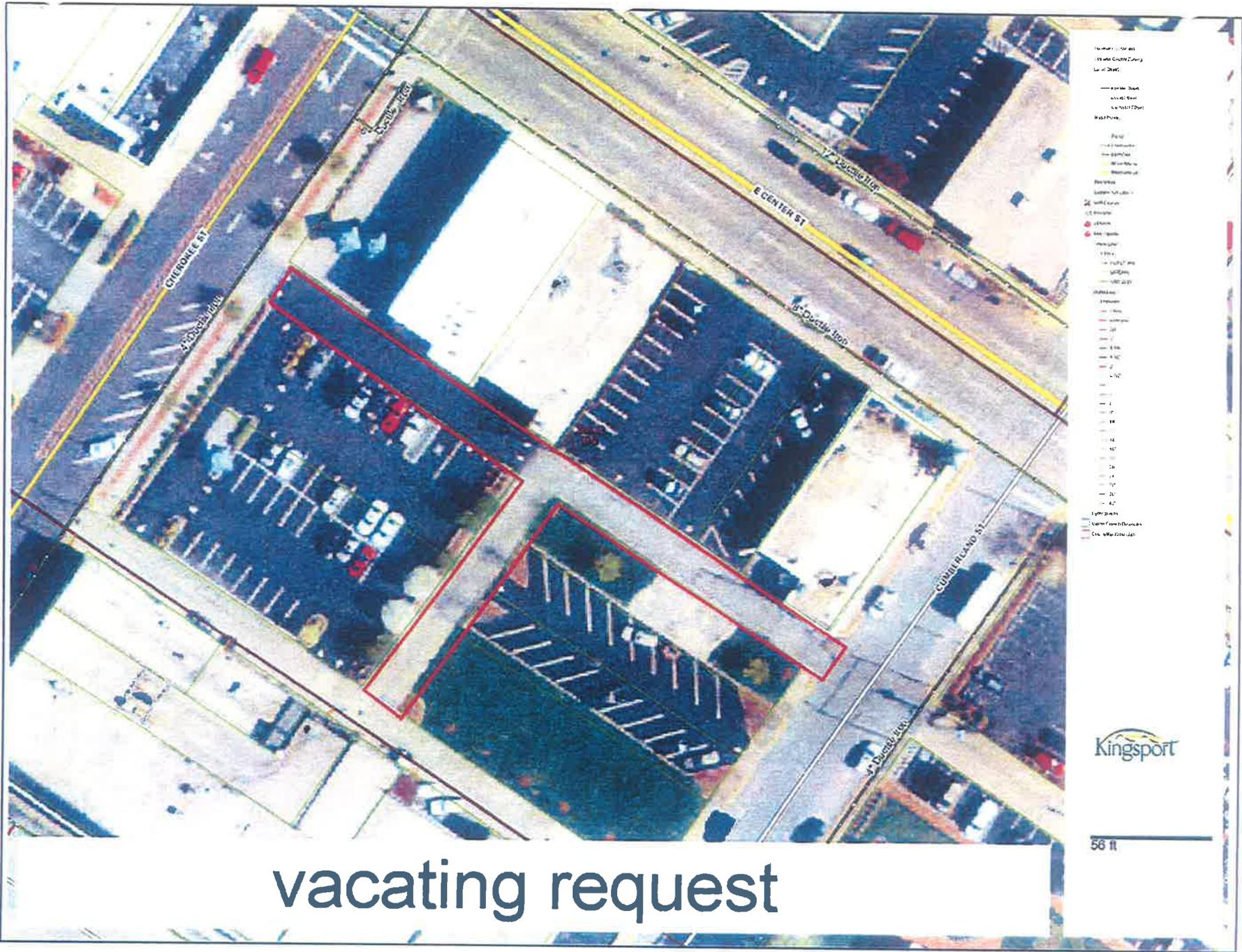
Dear Board Members,

Under Section 2-462(4) of the Kingsport Code and Ordinances I, James H. Demming, as City Recorder have determined that the two alleys located behind 301 East Center Street requested by Bank of Tennessee are surplus as declared by the Kingsport Regional Planning Commission at their April 2011 meeting and that the value of the surplus property is nominal and would be less than the cost of an appraisal and disposal is for the convenience of the City. I hereby waive the requirement for an appraisal, and the designated alderman may dispose of said property.

Sincerely,

James H. Demming  
City Recorder

cc: Kingsport Regional Planning Commission  
KC file



vacating request



## AGENDA ACTION FORM

### Consideration of an Ordinance to Appropriate Cultural Arts Funding Received From Kingsport Community Foundation

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.:	AF- 43-2012	Final Adoption:	March 6, 2012
Work Session:	February 20, 2012	Staff Work By:	Macdonald/J. Smith
First Reading:	February 21, 2012	Presentation By:	C. McCartt

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**Recommendation:** Approve the Ordinance

**Executive Summary:** Cultural Arts Division of Parks and Recreation applied for and received a grant of \$5,000 for artistic consultants for the Carousel Project (AF-271-2011) from the Kingsport Community Foundation. The grant was approved in full and the funds should be appropriated to NC1006 Carousel Project and line item 111-0000-601.20-20 professional/consultant. No match is required for this grant.

### **Attachments:**

1. Ordinance

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

ORDINANCE NO. \_\_\_\_\_

**PRE-FILED  
CITY RECORDER**

AN ORDINANCE TO AMEND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING GRANT FUNDS RECEIVED FROM KINGSPORT COMMUNITY FOUNDATION FOR THE YEAR ENDING JUNE 30, 2012; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the General Project-Special Revenue Fund budget be amended by appropriating grant funds received from Kingsport Community Foundation of East Tennessee Foundation in the amount of \$5,000 to the Public Arts Carousel Project (NC1006) for artistic consultants.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 111: General Project Special Revenue Fund</b>			
<b>Public Arts Carousel Project (NC1006)</b>			
<b>Revenues:</b>	\$	\$	\$
111-0000-332-3200 TN Arts Commission	2,100	0	2,100
111-0000-341-1011 Carousel Classes	1,090	0	1,090
111-0000-341-1087 Merchandise Sales	240	0	240
111-0000-364-1000 From Individuals	13,794	0	13,794
111-0000-364-2000 From Corporations	355	0	355
111-0000-364-3000 From Non-Profit Groups	15,525	0	15,525
111-0000-364-5621 East TN Foundation	3,000	5,000	8,000
<b>Totals:</b>	<b>36,104</b>	<b>5,000</b>	<b>41,104</b>
<b>Expenditures:</b>	\$	\$	\$
111-0000-601-2020 Professional Consultant	22,786	5,000	27,786
111-0000-601-3012 Food	418	0	418
111-0000-601-3020 Operating Supplies & Tools	12,900	0	12,900
<b>Totals:</b>	<b>36,104</b>	<b>5,000</b>	<b>41,104</b>

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

\_\_\_\_\_  
DENNIS R. PHILLIPS, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES H. DEMMING  
City Recorder

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



## AGENDA ACTION FORM

### Consideration of an Ordinance to Amend Project GP 0902 Budget by Appropriating Funds from the Criminal Forfeiture Fund

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No: AF- 55 - 2012  
 Work Session: February 20, 2012  
 First Reading: February 21, 2012

Final Adoption: March 6, 2012  
 Staff Work By: D/C Phipps  
 Presentation By: Chief Osborne

#### Recommendation:

Appropriate funding from the Criminal Forfeiture Fund in the amount of \$12,400.

#### Executive Summary:

In the early part of 2009, the Police Department began implementing a paperless reporting format designed to utilize PDAs (Personal Data Assistant). The software is designed to reduce paper flow created by incident reports, accident reports, and etc. and to ultimately reduce officers' time spent on calls creating a more efficient means of conducting business. The total cost of the project was \$772,113.00 and was established in Project GP 0902.

The final phase of the project was the implementation of the court system package. The system allows the integration of court tickets, documents, and dockets. Also included in the integration are the red light camera citations. In the early course of implementing the project, unexpected costs arose out of the need for more server space for data. Currently, the court system maintenance has come due and was originally budgeted within the project line, but due to the unexpected costs, the project will have a shortfall of approximately \$12,400.00.

The Criminal Forfeiture Fund was established for any revenue generated from the seizure of asset funds of a suspect where the criminal case was investigated by KPD utilizing federal authorities (i.e. DEA, FBI, IRS, etc). The equitable sharing is between the federal agency and Kingsport Police based on the percentage of participation in the investigation. These funds can be used by a law enforcement agency for law enforcement purposes only. One of the permissible uses under the Guide for Equitable Sharing for State and Local Law Enforcement Agencies is for the purchase of maintenance towards law enforcement equipment or software.

This action will allow the appropriation of funding from the Criminal Forfeiture Fund to be targeted towards Project 0902 in order to complete the project.

#### Attachments:

1. Ordinance

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

# PRE-FILED CITY RECORDER

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BY TRANSFERRING FUNDS FROM THE CRIMINAL FORFEITURE FUND FOR THE FISCAL YEAR ENDING JUNE 30, 2012; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the General Project Fund budget be amended by transferring funds in the amount of \$12,400 from the Criminal Forfeiture Fund to the Police Technology Fund (GP0902) to cover the court system maintenance cost.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 126: Criminal Forfeiture Fund</b>			
<b>Revenues:</b>			
126-0000-392-0318 Forfeited Assets-Federal	0	12,400	12,400
<b>Totals:</b>	<b>0</b>	<b>12,400</b>	<b>12,400</b>
<b>Expenditures:</b>			
126-4804-481-7036 To General Proj Fund	0	12,400	12,400
<b>Totals:</b>	<b>0</b>	<b>12,400</b>	<b>12,400</b>
<b>Fund 311: General Project Fund</b>			
<b>Police Technology Fund (GP0902)</b>			
<b>Revenues:</b>			
311-0000-391-0100 From General Fund	667,113	0	667,113
311-0000-391-7200 From the Drug Fund	75,000	0	75,000
311-0000-391-7400 From Criminal Forfeiture	30,000	12,400	42,400
<b>Totals:</b>	<b>772,113</b>	<b>12,400</b>	<b>784,513</b>
<b>Expenditures:</b>			
311-0000-601-3020 Operating Supplies & Tools	287,280	12,400	299,680
311-0000-601-9004 Equipment	400,230	0	400,230
311-0000-601-9006 Purchases Over \$5,000	84,603	0	84,603
<b>Totals:</b>	<b>772,113</b>	<b>12,400</b>	<b>784,513</b>

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

ATTEST:

\_\_\_\_\_  
DENNIS R. PHILLIPS, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES H. DEMMING  
City Recorder

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Various Projects

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Handwritten signature of John G. Campbell

Action Form No.: AF- 56 - 2012
Work Session: February 20, 2012
First Reading: February 21, 2012
Final Adoption: March 6, 2012
Staff Work By: J. Smith
Presentation By: John Campbell

Recommendation: Approve the Ordinance.

Executive Summary:

Every year we try to close some project mid-year and at the end of the fiscal year. This ordinance is to clean up some projects by transferring funds to the projects that have deficits and to close those projects.

The Indian Trail Signalization project was fully funded by TDOT and they also managed the project. This project was set up with a budget. We are reversing the budget to clear the project.

The Urban Mass Transit Projects are also ready to close returning the matching funds back to the General Fund Miscellaneous budget.

Attachments:

- 1. Ordinance

Funding source appropriate and funds are available: \_\_\_\_\_

Table with 3 columns: Y, N, O and rows for Mallicote, McIntire, Segelhorst, Parham, Shupe, Phillips.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND VARIOUS PROJECTS FOR THE FISCAL YEAR ENDING JUNE 30, 2012; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

**PRE-FILED  
CITY RECORDER**

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the General Project Fund budgets be amended by transferring funds from the Road Design project (GP0729) in the amount of \$166, from the GO2008 A Road Improvements project (GP0816) in the amount of \$1,351, from the Fire Station 3 Land Purchase project (GP1106) in the amount of \$1,084 and from the Signal Study Project in the amount of \$6,565 to the Rock Springs Safety Audit project (GP0804) in the amount of \$3,870 and to the Center Street Stimulus (MPO 930) in the amount of \$893, to the Orebank Road project (MOI931) in the amount of \$723, to the Eastman Road project (MPO932) in the amount of \$1,813 and to the Clinchfield Street project (MPO 935) in the amount of \$1,867 to cover deficits in the projects and to close the projects.

SECTION II. That the General Project Fund and the General Project-Special Revenue Fund budgets be amended by transferring bond funds from the Road Design Project (GP0729) in the amount of \$1,084, from the Model City Motors Parking Lot project (GP1012) in the amount of \$18,400, from the Energy System Project (GP0713) in the amount \$5,358, from the Netherland Inn 11W Drainage Improvement project (GP0703) in the amount of \$5,543, from the Central Fire Station Roof Replacement project (NC0707) in the amount of \$14,096, from the Street Resurfacing project (NC1200) in the amount of \$50,000, from Pet Dairy Property Purchase (GP1204) in the amount of \$250,000 and from the Fire Alerting Systems project (GP1008) in the amount of \$5,589 to the Street Resurfacing Project (GP1219) in the amount of \$255,589, to the Street Resurfacing project (GP0407) in the amount of \$86,739 and to \$7,742 to the General Fund Miscellaneous budget and that the General Project Fund be amended by appropriating funds received as a donation in the amount of \$1,000 to the Veteran Memorial Phase 2 project (GP1200).

SECTION III. That the Urban Mass Transit Fund Budget be amended by transferring funds from FTA278 in the amount of \$30,908 and from FTA263 in the amount of \$29,541 to the General Fund Miscellaneous budget in the amount of \$60,449.

	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 311: General Project Fund</b>			
<b><u>Indian Trail Signalization (GP0707)</u></b>			
<b><u>Revenues:</u></b>			
311-0000-337-6976 Surface Transport Prog/TDOT	\$ 315,000	\$ (315,000)	\$ 0
<b>Total:</b>	<b>315,000</b>	<b>(315,000)</b>	<b>0</b>
<b><u>Expenditures:</u></b>			
311-0000-601-2022 Construction Contracts	315,000	(315,000)	0
<b>Total:</b>	<b>315,000</b>	<b>(315,000)</b>	<b>0</b>
<b>Fund 311: General Project Fund</b>			
<b><u>Rock Springs Safety Aud/Const (GP0804)</u></b>			
<b><u>Revenues:</u></b>			
311-0000-364-2000 From Corporations	0	1,084	1,084
311-0000-368-1033 Bond Proceeds/Series 2008A G.O.	177,604	1,351	178,955
311-0000-391-0100 From General Fund	25,000	166	25,166
311-0000-391-3300 From Eastman Annex	0	1,269	1,269
<b>Total:</b>	<b>202,604</b>	<b>3,870</b>	<b>206,474</b>

**Expenditures:**

311-0000-601-2022 Construction Contracts	197,545	(2,483)	195,062
311-0000-601-2023 Arch/Eng/Landscaping	2,455	6,353	8,808
311-0000-601-4041 Bond Sale Expense	2,604	0	2,604
<b>Total:</b>	<b>202,604</b>	<b>3,870</b>	<b>206,474</b>

**Fund 311: General Project Fund  
Road Design Projects(GP0729)**

**Revenues:**

311-0000-391-0100 From General Fund	\$ 310,000	\$ (1,250)	\$ 308,750
<b>Total:</b>	<b>310,000</b>	<b>(1,250)</b>	<b>308,750</b>

**Expenditures:**

311-0000-601-2023 Arch/Eng/Landscaping	307,750	0	307,750
311-0000-601-2097 State Reviews & Permits	2,250	(1,250)	1,000
<b>Total:</b>	<b>310,000</b>	<b>(1,250)</b>	<b>308,750</b>

**Fund 311: General Project Fund  
GO 2008A Road Improvements (GP0816)**

**Revenues:**

311-0000-368-1033 Bond Proceeds/Series 2008A GO	\$ 861,726	\$ (1,351)	\$ 860,375
<b>Total:</b>	<b>861,726</b>	<b>(1,351)</b>	<b>860,375</b>

**Expenditures:**

311-0000-601-2022 Construction Contracts	475,842	0	475,842
311-0000-601-2023 Arch/Eng/Landscaping	366,692	(1,351)	365,341
311-0000-601-4041 Bond Sale Expense	12,636	0	12,636
311-0000-601-9001 Land	6,556	0	6,556
<b>Total:</b>	<b>861,726</b>	<b>(1,351)</b>	<b>860,375</b>

**Fund 311: General Project Fund  
Signal Study (GP0612)**

**Revenues:**

311-0000-391-3300 From Eastman Annex Fund	\$ 50,000	\$ (6,565)	\$ 43,435
<b>Total:</b>	<b>50,000</b>	<b>(6,565)</b>	<b>43,435</b>

**Expenditures:**

311-0000-601-2020 Professional Consultant	50,000	(6,565)	43,435
<b>Total:</b>	<b>50,000</b>	<b>(6,565)</b>	<b>43,435</b>

**Fund 122: MPO Fund  
Center Street Stimulus(MPO930)**

**Revenue:**

122-0000-337-5215 FHWA/TNFWA 100% ARRA	\$ 510,000	\$ 0	\$ 510,000
122-0000-391-3300 From Eastman Annex	0	893	893
<b>Total:</b>	<b>510,000</b>	<b>893</b>	<b>510,893</b>

**Fund 122: MPO Fund  
Center Street Stimulus(MPO930)**

**Expenditure:**

122-0000-609-2022 Construction Contracts	469,000	893	469,893
122-0000-609-2023 Arch/Eng/Landscaping	41,000	0	41,000
<b>Total:</b>	<b>510,000</b>	<b>893</b>	<b>510,893</b>

**Fund 122: MPO Fund**

**Orebank Road Stimulus(MPO931)**

**Revenues:**

122-0000-337-5215 FHWA/TNFWHA 100% ARRA  
122-0000-391-3300 From Eastman Annex

**Totals:**

\$	400,000	\$	0	\$	400,000
	0		723		723
	<b>400,000</b>		<b>723</b>		<b>400,723</b>

**Expenditures:**

122-0000-609-2022 Construction Contracts  
122-0000-609-2023 Arch/Eng/Landscaping

**Totals:**

	373,000		723		373,723
	27,000		0		27,000
	<b>400,000</b>		<b>723</b>		<b>400,723</b>

**Fund 122: MPO Fund**

**Eastman Road Stimulus(MPO932)**

**Revenues:**

122-0000-337-5215 FHWA/TNFWHA 100% ARRA  
122-0000-391-3300 From Eastman Annex

**Totals:**

\$	770,000	\$	0	\$	770,000
	0		1,813		1,813
	<b>770,000</b>		<b>1,813</b>		<b>771,813</b>

**Expenditures:**

122-0000-609-2022 Construction Contracts  
122-0000-609-2023 Arch/Eng/Landscaping

**Totals:**

	720,000		1,813		721,813
	50,000		0		50,000
	<b>770,000</b>		<b>1,813</b>		<b>771,813</b>

**Fund 122: MPO Fund**

**Clinchfield Street Stimulus(MPO935)**

**Revenues:**

122-0000-337-5215 FHWA/TNFWHA 100% ARRA  
122-0000-391-3300 From Eastman Annex

**Totals:**

\$	275,000	\$	0	\$	275,000
	0		1,867		1,867
	<b>275,000</b>		<b>1,867</b>		<b>276,867</b>

**Expenditures:**

122-0000-609-2022 Construction Contracts  
122-0000-609-2023 Arch/Eng/Landscaping

**Totals:**

	250,000		1,867		251,867
	25,000		0		25,000
	<b>275,000</b>		<b>1,867</b>		<b>276,867</b>

**Fund 311: General Project Fund**

**Veterans Memorial PH 2 (GP1200)**

**Revenues:**

311-0000-364-3000 From Non-Profit Groups

**Totals:**

\$	0	\$	1,000	\$	1,000
	<b>0</b>		<b>1,000</b>		<b>1,000</b>

**Expenditures:**

311-0000-601-2022 Construction Contracts  
311-0000-601-3022 Maintenance Supplies

	0		500		500
	0		500		500
	<b>0</b>		<b>1,000</b>		<b>1,000</b>

**Fund 311: General Project Fund**

**Street Resurfacing (GP0407)**

**Revenues:**

311-0000-391-0100 From General Fund

**Totals:**

\$	414,667	\$	86,739	\$	501,406
	<b>414,667</b>		<b>86,739</b>		<b>501,406</b>

**Expenditures:**

311-0000-601-2022 Construction Contracts	181,167	73,480	254,647
311-0000-601-2023 Arch/Eng/Landscaping	28,141	13,259	41,400
311-0000-601-9003 Improvements	205,359	0	205,359
<b>Totals:</b>	<b>414,667</b>	<b>86,739</b>	<b>501,406</b>

**Fund 311 General Project Fund  
Model City Motors Pkg Lot (GP1012)**

**Revenues:**

311-0000-391-0100 From General Fund	\$ 31,539	\$ (18,400)	\$ 13,139
<b>Totals:</b>	<b>31,539</b>	<b>(18,400)</b>	<b>13,139</b>

**Expenditures:**

311-0000-601-2022 Construction Contracts	31,539	(18,400)	13,139
<b>Totals:</b>	<b>31,539</b>	<b>(18,400)</b>	<b>13,139</b>

**Fund 311 General Project Fund  
Fire Station 3 Land Purchase (GP1106)**

**Revenues:**

311-0000-364-2000 From Corporations	\$ 90,000	\$ (1,084)	\$ 88,916
<b>Totals:</b>	<b>90,000</b>	<b>(1,084)</b>	<b>88,916</b>

**Expenditures:**

311-0000-601-9001 Land	90,000	(1,084)	88,916
<b>Totals:</b>	<b>90,000</b>	<b>(1,084)</b>	<b>88,916</b>

**Fund 311 General Project Fund  
Energy System Project (GP0713)**

**Revenues:**

311-0000-368-0937 Note Proceeds/CONS 2007	\$ 1,596,900	\$ 0	\$ 1,596,900
311-0000-368-0938 Note Proceeds/State Energy Loan	475,000	0	475,000
311-0000-391-0100 From General Fund	178,987	(5,358)	173,629
311-0000-391-0518 GO Bonds 2005 Series	20,913	0	20,913
311-0000-391-3300 From Eastman Annex Fund	100	0	100
<b>Totals:</b>	<b>2,271,900</b>	<b>(5,358)</b>	<b>2,266,542</b>

**Expenditures:**

311-0000-601-2022 Construction Contracts	2,185,136	(5,358)	2,179,778
311-0000-601-2023 Arch/Eng/Landscaping	86,764	0	86,764
<b>Totals:</b>	<b>2,271,900</b>	<b>(5,358)</b>	<b>2,266,542</b>

**Fund 311 General Project Fund  
Neth Inn/11W Drain Improv (GP0703)**

**Revenues:**

311-0000-391-0100 From General Fund	\$ 114,907	\$ (5,543)	\$ 109,364
<b>Totals:</b>	<b>114,907</b>	<b>(5,543)</b>	<b>109,364</b>

**Expenditures:**

311-0000-601-2022 Construction Contracts	98,305	(5,543)	92,762
311-0000-601-2023 Arch/Eng/Landscaping	12,935	0	12,935
311-0000-601-9001 Land	3,667	0	3,667
<b>Totals:</b>	<b>114,907</b>	<b>(5,543)</b>	<b>109,364</b>

**Fund 111 General Project-Special Revenue Fund  
Central Fire Station Roof Replacement (NC0707)**

**Revenues:**

111-0000-391-0100 From General Fund	\$ 250,250	\$ (14,096)	\$ 236,154
<b>Totals:</b>	<u>250,250</u>	<u>(14,096)</u>	<u>236,154</u>

**Expenditures:**

111-0000-601-2022 Construction Contracts	236,750	(10,096)	226,654
111-0000-601-2023 Arch/Eng/Landscaping	13,500	(4,000)	9,500
<b>Totals:</b>	<u>250,250</u>	<u>(14,096)</u>	<u>236,154</u>

**Fund 311 General Project Fund  
Fire Alerting Systems (GP1008)**

**Revenues:**

311-0000-368-1037 Series 2009 D BABS GO	\$ 252,837	\$ (5,589)	\$ 247,248
<b>Totals:</b>	<u>252,837</u>	<u>(5,589)</u>	<u>247,248</u>

**Expenditures:**

311-0000-601-4041 Bond Sale Expense	3,193	0	3,193
311-0000-601-9006 Purchases Over \$5,000	250,000	(5,589)	244,411
<b>Totals:</b>	<u>253,193</u>	<u>(5,589)</u>	<u>247,604</u>

**Fund 311 General Project Fund  
Street Resurfacing (GP1219)**

**Revenues:**

311-0000-368-1037 Series 2009 D BABS GO	\$ 0	\$ 5,589	\$ 5,589
311-0000-368-1040 Series 2011 GO Pub Improv	0	250,000	250,000
<b>Totals:</b>	<u>0</u>	<u>255,589</u>	<u>255,589</u>

**Expenditures:**

311-0000-368-2022 Construction Contracts	0	255,589	255,589
<b>Totals:</b>	<u>0</u>	<u>255,589</u>	<u>255,589</u>

**Fund 111 General Project -Special Revenue Fund  
Street Resurfacing (NC1200)**

**Revenues:**

111-0000-391-0100 From General Fund	\$ 400,000	\$ (50,000)	\$ 350,000
<b>Totals:</b>	<u>400,000</u>	<u>(50,000)</u>	<u>350,000</u>

**Expenditures:**

111-0000-601-2022 Construction Contracts	400,000	(50,000)	350,000
<b>Totals:</b>	<u>400,000</u>	<u>(50,000)</u>	<u>350,000</u>

**Fund 311 General Project Fund  
Pet Dairy Property Purchase ( GP1204)**

**Revenues:**

311-0000-368-1040 Series 2011 GO Pub Improv	\$ 353,048	\$ (250,000)	\$ 103,048
311-0000-368-2101 Prem From Bond Sale	4,283	0	4,283
<b>Totals:</b>	<u>357,331</u>	<u>(250,000)</u>	<u>107,331</u>

**Expenditures:**

311-0000-601-4041 Bond Sale Expense	7,331	0	7,331
311-0000-601-9001 Land	250,000	(250,000)	0
311-0000-601-9003 Improvements	100,000	0	100,000
<b>Totals:</b>	<u>357,331</u>	<u>(250,000)</u>	<u>107,331</u>

**Fund 411: Water Fund**

**Revenues:**

411-0000-392-0100 Fund Balance Appropriation	\$ 1,104,266	\$ 125,000	\$ 1,229,266
<b>Totals:</b>	<b>1,104,266</b>	<b>125,000</b>	<b>1,229,266</b>

**Expenditures:**

411-5004-501-9001 Land	2,000	125,000	125,000
<b>Totals:</b>	<b>2,000</b>	<b>125,000</b>	<b>125,000</b>

**Fund 412: Sewer Fund**

**Revenues:**

412-0000-392-0100 Fund Balance Appropriation	\$ 1,002,087	\$ 125,000	\$ 1,127,087
<b>Totals:</b>	<b>1,002,087</b>	<b>125,000</b>	<b>1,127,087</b>

**Expenditures:**

412-5004-501-9001 Land	5,000	125,000	130,000
<b>Totals:</b>	<b>5,000</b>	<b>125,000</b>	<b>130,000</b>

**Fund 123: Urban Mass Transit**

**TN-90-X-278 FY09 (FTA278)**

**Revenues:**

123-0000-331-2000 Fed Rev UMTA Section 9	\$ 789,800	\$ 0	\$ 789,800
123-0000-332-9000 Dept of Transportation	277,000	0	277,000
123-0000-365-2009 Bus Fares	27,127	0	27,127
123-0000-365-2100 ADA Paratransit	33,884	0	33,884
123-0000-368-1500 Rental of Land & Building	49,000	0	49,000
123-0000-368-2600 Paratransit Charter	5,040	0	5,040
123-0000-391-0100 From General Fund	277,000	(30,908)	246,092
<b>Totals:</b>	<b>1,458,851</b>	<b>(30,908)</b>	<b>1,427,943</b>

**Expenditures:**

123-5901-602-1010 Salaries & Wages	592,672	(17,850)	574,822
123-5901-602-1011 Overtime	26,119	(12,507)	13,612
123-5901-602-1014 Longevity Pay	8,830	(2,208)	6,622
123-5901-602-1020 Social Security	45,792	0	45,792
123-5901-602-1030 Group Health Ins	57,305	0	57,305
123-5901-602-1040 Retirement	76,084	0	76,084
123-5901-602-1050 Life Ins	1,977	0	1,977
123-5901-602-1052 LTD	800	0	800
123-5901-602-1060 Workmen's Comp	2,384	0	2,384
123-5901-602-1061 Unemployment	1,056	0	1,056
123-5901-602-2010 Advertising & Publication	1,000	0	1,000
123-5901-602-2011 Printing & Binding	6,102	0	6,102
123-5901-602-2030 Electric Service	9,212	0	9,212
123-5901-602-2033 Water and Sewer	1,000	0	1,000
123-5901-602-2034 Telephone	10,695	0	10,695
123-5901-602-2036 Natural Gas	3,047	0	3,047
123-5901-602-2042 Personal Vehicle Reimbursement	28	0	28
123-5901-602-2043 Dues & Membership	3,000	0	3,000
123-5901-602-2044 Literature/Subscriptions	263	0	263
123-5901-602-2045 Training	500	0	500
123-5901-602-2052 Medical Services	2,000	0	2,000
123-5901-602-2054 Machinery/Equipment Rental	4,523	0	4,523
123-5901-602-2055 Repairs & Maintenance	35,076	1,657	36,733
123-5901-602-2075 Temporary Employees	9,486	0	9,486
123-5901-602-2099 Miscellaneous	48,835	0	48,835
123-5901-602-3010 Office Supplies	6,394	0	6,394
123-5901-602-3011 Postage	1,000	0	1,000
123-5901-602-3020 Operating Supplies & Tools	7,611	0	7,611

123-5901-602-3022	Maintenance Supplies	2,559	0	2,559
123-5901-602-3026	Sign Parts & Supplies	9,126	0	9,126
123-5901-602-3029	Clothing & Uniforms	7,623	0	7,623
123-5901-602-3044	Motor Pool Charges	1,000	0	1,000
123-5901-602-5010	Building Insurance	3,000	0	3,000
123-5901-602-5026	Vehicle Ins Charged by Fleet	3,000	0	3,000
123-5902-602-2020	Professional Consultant	10,000	0	10,000
123-5902-602-2021	Accounting and Auditing	5,740	0	5,740
123-5902-602-2040	Travel	2,000	0	2,000
123-5902-602-2041	Registration Fees & Tuition	1,500	0	1,500
123-5902-602-2056	Repair & Maint –Vehicles	185,820	0	185,820
123-5902-602-9003	Improvements	21,603	0	21,603
123-5902-602-9004	Equipment	34,692	0	34,692
123-5902-602-9006	Purchases Over \$5,000	198,397	0	198,397
123-5902-602-9008	Software \$5,0000 and Over	10,000	0	10,000
<b>Totals:</b>		<b>1,458,851</b>	<b>(30,908)</b>	<b>1,427,943</b>

**Fund 123: Urban Mass Transit**  
**TN-90-X-263 FY08 (FTA263)**

**Revenues:**

123-0000-331-2000	Fed Rev UMTA Section 9	\$ 753,500	\$ 0	\$ 753,500
123-0000-332-9000	Dept of Transportation	383,750	0	383,750
123-0000-365-2009	Bus Fares	21,000	0	21,000
123-0000-365-2100	ADA Paratransit	9,000	0	9,000
123-0000-368-1500	Rental of Land & Building	45,000	0	45,000
123-0000-368-2600	Paratransit Charter	9,000	0	9,000
123-0000-368-2700	Families First Charter	5,000	0	5,000
123-0000-391-0100	From General Fund	265,717	(29,541)	236,176
<b>Totals:</b>		<b>1,491,967</b>	<b>(29,541)</b>	<b>1,462,426</b>

**Expenditures:**

123-5901-602-1010	Salaries & Wages	413,671	0	413,671
123-5901-602-1011	Overtime	24,960	0	24,960
123-5901-602-1020	Social Security	31,483	0	31,483
123-5901-602-1030	Group Health Ins	41,075	0	41,075
123-5901-602-1040	Retirement	53,425	0	53,425
123-5901-602-1050	Life Ins	1,000	0	1,000
123-5901-602-1052	LTD	522	0	522
123-5901-602-1060	Workmen's Comp	505	0	505
123-5901-602-1061	Unemployment	1,000	0	1,000
123-5901-602-2010	Advertising & Publication	1,500	0	1,500
123-5901-602-2011	Printing & Binding	3,200	0	3,200
123-5901-602-2030	Electric Service	5,118	0	5,118
123-5901-602-2033	Water and Sewer	800	0	800
123-5901-602-2034	Telephone	7,100	0	7,100
123-5901-602-2036	Natural Gas	2,800	0	2,800
123-5901-602-2040	Travel	0	1,609	1,609
123-5901-602-2042	Personal Vehicle Reimbursement	55	0	55
123-5901-602-2043	Dues & Membership	2,000	0	2,000
123-5901-602-2044	Literature/Subscriptions	176	0	176
123-5901-602-2052	Medical Services	1,000	0	1,000
123-5901-602-2054	Machinery/Equipment Rental	4,201	0	4,201
123-5901-602-2055	Repairs & Maintenance	4,445	0	4,445
123-5901-602-2075	Temporary Employees	15,715	0	15,715
123-5901-602-2099	Miscellaneous	13,532	0	13,532
123-5901-602-3010	Office Supplies	3,737	0	3,737
123-5901-602-3011	Postage	273	0	273
123-5901-602-3020	Operating Supplies & Tools	29,000	(25,007)	7,611
123-5901-602-3022	Maintenance Supplies	3,719	0	3,719

123-5901-602-3026 Sign Parts & Supplies	5,790	0	5,790
123-5902-602-2020 Professional Consultant	4,500	0	4,500
123-5902-602-2021 Accounting and Auditing	5,500	0	5,500
123-5902-602-2040 Travel	3,000	0	3,000
123-5902-602-2041 Registration Fees & Tuition	2,000	0	2,000
123-5902-602-2056 Repair & Maint –Vehicles	232,928	0	232,928
123-5902-602-5026 Vehicle Ins Charged by Fleet	3,000	0	3,000
123-5902-602-9002 Buildings	155,000	(6,143)	148,857
123-5902-602-9004 Equipment	34,692	0	34,692
123-5902-602-9006 Purchases Over \$5,000	198,397	0	198,397
123-5902-602-9008 Software \$5,0000 and Over	10,000	0	10,000
<b>Totals:</b>	<b>1,491,967</b>	<b>(29,541)</b>	<b>1,462,426</b>

**Fund 110: General Fund**

**Expenditures:**

110-4804-481-7036 General Project Fund	180,954	(68,191)	112,763
110-4810-481-2099 Miscellaneous	0	68,191	68,191
<b>Totals:</b>	<b>180,954</b>	<b>0</b>	<b>180,954</b>

SECTION IV. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

ATTEST:

\_\_\_\_\_  
DENNIS R. PHILLIPS, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES H. DEMMING  
City Recorder

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_



**AGENDA ACTION FORM**

**Consideration of Ordinances to Annex/Amend Zoning of the Old Mill Annexation**

TO: Board of Mayor and Aldermen  
 FROM: John G. Campbell, City Manager

Action Form No.: AF: 34-2012  
 Work Session: February 6, 2012  
 First Reading: February 7, 2012

Final Adoption: February 21, 2012  
 Staff Work By: Ken Weems  
 Presentation By: Ken Weems

**Recommendation:**

- Approve ordinance for the Old Mill annexation
- Approve ordinance amending the zoning ordinance for the Old Mill annexation

**Executive Summary:**

This is the Old Mill annexation of approximately 70 acres/ 87 parcels on and around Fall Creek Road, with an approximate population of 214 residents (including 36 children currently attending county schools). The current county zoning of the area is A-1 (Agricultural District), R-3 (Residential District), R-1 (Residential District), R-3A (Residential District), and B-1 (Neighborhood Business). The proposed City zoning for the area is A-1 (Agricultural District), R-1B (Residential District), R-3 (Residential District), and B-1 (Neighborhood Business District). Both City water and sanitary sewer require an upgrade to adequately serve the annexation area. During their January 2012 regular meeting, the Kingsport Regional Planning Commission voted to send a favorable recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. This item received general opposition from several property owners (in addition to positive comments as well) during the annexation public meeting. Two property owners spoke against the annexation during the Planning Commission meeting. The annexation public meeting for this area was held on January 12, 2012. The Notice of Public Hearing was published on January 23, 2012.

**Attachments:**

- ~~1. Notice of Public Hearing~~
2. Annexation Ordinance
3. Zoning Ordinance
- ~~4. Resolution~~
5. Staff Report
6. Petition
7. Cost Estimate
8. Maps

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—



## AGENDA ACTION FORM

### Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the Old Mill Annexation and Consideration of a Resolution Adopting the Plan of Services

TO: Board of Mayor and Aldermen  
 FROM: John G. Campbell, City Manager

Action Form No.:	AF: 34-2012	Final Adoption:	February 21, 2012
Work Session:	February 6, 2012	Staff Work By:	Ken Weems
First Reading:	February 7, 2012	Presentation By:	Ken Weems

#### Recommendation:

- Hold public hearing
- Approve ordinance for the Old Mill annexation
- Approve ordinance amending the zoning ordinance for the Old Mill annexation
- Approve resolution adopting a plan of services for the annexation area

#### Executive Summary:

This is the Old Mill annexation of approximately 70 acres/ 87 parcels on and around Fall Creek Road, with an approximate population of 214 residents (including 36 children currently attending county schools). The current county zoning of the area is A-1 (Agricultural District), R-3 (Residential District), R-1 (Residential District), R-3A (Residential District), and B-1 (Neighborhood Business). The proposed City zoning for the area is A-1 (Agricultural District), R-1B (Residential District), R-3 (Residential District), and B-1 (Neighborhood Business District). Both City water and sanitary sewer require an upgrade to adequately serve the annexation area. During their January 2012 regular meeting, the Kingsport Regional Planning Commission voted to send a favorable recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. This item received general opposition from several property owners (in addition to positive comments as well) during the annexation public meeting. Two property owners spoke against the annexation during the Planning Commission meeting. The annexation public meeting for this area was held on January 12, 2012. The Notice of Public Hearing was published on January 23, 2012.

#### Attachments:

1. Notice of Public Hearing
2. Annexation Ordinance
3. Zoning Ordinance
4. Resolution
5. Staff Report
6. Petition
7. Cost Estimate
8. Maps

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, February 7, 2012, to consider the annexation, zoning, and plan of services for the Old Mill annexation. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for annexation is generally described as follows:

*BEGINNING at a point, said point being the northwestern corner of parcel 18, Tax Map 78A; thence in a northwesterly direction, crossing the right-of-way of Fall Creek Road, approximately 50 feet to a point, said point lying on the parcel boundary of parcel 1 in common with the northern right-of-way of Fall Creek Road; thence in a northeasterly direction, following the northern right-of-way of Fall Creek Road, approximately 1,400 feet to a point, said point being the southern corner of parcel 3; thence in a northwesterly direction, approximately 400 feet to a point, said point being the western corner of parcel 3; thence in a northeasterly direction, approximately 320 feet to a point, said point being the northern corner of parcel 3; thence in a southeasterly direction, approximately 37 feet to a point, said point being the western corner of parcel 2.13; thence in a northeasterly direction, crossing the right-of-way of Woodoak Drive, approximately 460 feet to a point, said point being the northern corner of parcel 1; thence in an easterly direction, approximately 110 feet to a point, said point being the western corner of parcel 18; thence in a northeasterly direction, approximately 470 feet to a point, said point being the northern corner of parcel 14; thence in a southeasterly direction, following the southern right-of-way of Emory Church Road, approximately 610 feet to a point, said point being the eastern corner of parcel 16 in common with the southern right-of-way of Emory Church Road; thence in a northeasterly direction, following the northern right-of-way of Fall Creek Road, approximately 65 feet to a point, said point being the southern corner of parcel 10 in common with the northern right-of-way of Fall Creek Road; thence in a northerly direction, following the northern right-of-way of Emory Church Road and the eastern right-of-way of Grassland Court, approximately 300 feet to a point, said point being the western corner of parcel 10; thence in a northeasterly direction, approximately 670 feet to a point, said point being the northern corner of parcel 6; thence in a southeasterly direction, approximately 36 feet to a point, said point being the western corner of parcel 5; thence in a northeasterly direction, approximately 610 feet to a point, said point being the northern corner of parcel 2; thence in a northwesterly direction, approximately 100 feet to a point, said point being the western corner of parcel 1; thence in a northeasterly direction, approximately 123 feet to a point, said point being the northern corner of parcel 1; thence in a southeasterly direction, crossing the right-of-way of Fall Creek Road, approximately 430 feet to a point, said point lying on the parcel boundary of parcel 81 in common with the southern right-of-way of Fall Creek Road; thence in a southwesterly direction, following the southern right-of-way of Fall Creek Road, approximately 50 feet to a point, said point being the northern corner of parcel 80; thence in a southeasterly direction, approximately 1,040 feet to a point, said point being the eastern corner of parcel 80; thence in a southwesterly direction, approximately 520 feet to a point, said point being the northwestern corner of parcel 79 in common with the eastern right-of-way of Old Mill Road; thence in a southwesterly direction, in an arc, following the eastern right-of-way of Old Mill Road, approximately 590 feet to a point, said point lying on the parcel boundary of parcel 77.10 in common with the eastern right-of-way of Old Mill Road; thence in a westerly direction, crossing the right-of-way of Old Mill Road, approximately 1,100 feet to a point, said point being the southern corner of parcel 42; thence in a northwesterly direction, approximately 860 feet to a point, said point being the northern corner of parcel 16; thence in a southwesterly direction, approximately 519 feet to a point, said point being the northwestern corner of parcel 20; thence in a southwesterly direction, approximately 192 feet to a point, said point being the southern corner of parcel 21; thence in a southwesterly direction, crossing the right-of-way of Grandview Court, approximately 220 feet to*

*a point, said point being the western corner of parcel 3; thence in a southeasterly direction, approximately 275 feet to a point, said point being the southern corner of parcel 4; thence in a southwesterly direction, approximately 365 feet to a point, said point being the southeast corner of parcel 73.25; thence in a westerly direction, approximately 260 feet to a point, said point being the western corner of parcel 73.25; thence in a northeasterly direction, approximately 210 feet to a point, said point being the eastern corner of parcel 73.20; thence in a northwesterly direction, approximately 260 feet to a point, said point being the northern corner of parcel 73.20; thence in a southwesterly direction, following the southern right-of-way of Fall Creek Road, approximately 1,730 feet to the point of BEGINNING, and being all of parcels 1, 1, 1, 1, 2, 2, 2, 2, 2.02, 2.12, 2.13, 3, 3, 3, 4, 4, 4, 5, 5, 5, 6, 6, 6, 7, 7, 8, 8, 8, 9, 9, 9, 10, 10, 10, 11, 11, 12, 12, 13, 13, 14, 14, 14, 15, 15, 16, 16, 17, 17, 18, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 73.25, 80, and 80.10, as well as the streets of Fall Creek Road, approximately 4,500 feet in length, Woodoak Drive, approximately 200 feet in length, Grandview Court, approximately 200 feet in length, Old Mill Road, approximately 1,520 feet in length, Old Mill Court, approximately 1,560 feet in length, Trace Court, approximately 500 feet in length, and Stone Court, approximately 500 feet in length, Tax Maps 63J, 63O, 63P, and 78A as shown on the April 2008 Sullivan County Tax Maps.*

All interested persons are invited to attend this meeting and public hearing. A detailed map, description, and plan of services document is on file in the offices of the City Manager, Planning Manager, and Kingsport Library for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSPORT

James H. Demming, City Recorder

P1T: 1/23/12

**PRE-FILED**  
**ORDINANCE NO. \_\_\_\_\_ CITY RECORDER**

AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 7<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE OLD MILL ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, a public hearing before the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, was held on the 7<sup>th</sup> day of February, 2012, and notice thereof published in the Kingsport Times-News on the 23rd day of January, 2012; and

WHEREAS, the Board of Mayor and Aldermen finds that the annexation will materially benefit the health, safety, and welfare of the citizens and property owners of the city and the territory annexed; and

WHEREAS, the annexation of such property is deemed necessary for the welfare of the residents and property owners thereof and the city as a whole; and

WHEREAS, a plan of services for this area was adopted by Resolution on the 24<sup>th</sup> day of January, 2012 as required by Tenn. Code Ann., 6-51-102, et seq.

BE IT ORDAINED BY THE CITY OF KINGSPORT, AS FOLLOWS:

SECTION I. Pursuant to the authority conferred by Tennessee Code Annotated §6-51-102 et seq. there is here by annexed to the City of Kingsport, Tennessee, and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries: embracing that certain part of Civil District No. 7 of Sullivan County, Tennessee, and more fully described to-wit:

BEGINNING at a point, said point being the northwestern corner of parcel 18, Tax Map 78A; thence in a northwesterly direction, crossing the right-of-way of Fall Creek Road, approximately 50 feet to a point, said point lying on the parcel boundary of parcel 1 in common with the northern right-of-way of Fall Creek Road; thence in a northeasterly direction, following the northern right-of-way of Fall Creek Road, approximately 1,400 feet to a point, said point being the southern corner of parcel 3; thence in a northwesterly direction, approximately 400 feet to a point, said point being the western corner of parcel 3; thence in a northeasterly direction, approximately 320 feet to a point, said point being the northern corner of parcel 3; thence in a southeasterly direction, approximately 37 feet to a point, said point being the western corner of parcel 2.13; thence in a northeasterly direction, crossing the right-of-way of Woodoak Drive,

approximately 460 feet to a point, said point being the northern corner of parcel 1; thence in an easterly direction, approximately 110 feet to a point, said point being the western corner of parcel 18; thence in a northeasterly direction, approximately 470 feet to a point, said point being the northern corner of parcel 14; thence in a southeasterly direction, following the southern right-of-way of Emory Church Road, approximately 610 feet to a point, said point being the eastern corner of parcel 16 in common with the southern right-of-way of Emory Church Road; thence in a northeasterly direction, following the northern right-of-way of Fall Creek Road, approximately 65 feet to a point, said point being the southern corner of parcel 10 in common with the northern right-of-way of Fall Creek Road; thence in a northerly direction, following the northern right-of-way of Emory Church Road and the eastern right-of-way of Grassland Court, approximately 300 feet to a point, said point being the western corner of parcel 10; thence in a northeasterly direction, approximately 670 feet to a point, said point being the northern corner of parcel 6; thence in a southeasterly direction, approximately 36 feet to a point, said point being the western corner of parcel 5; thence in a northeasterly direction, approximately 610 feet to a point, said point being the northern corner of parcel 2; thence in a northwesterly direction, approximately 100 feet to a point, said point being the western corner of parcel 1; thence in a northeasterly direction, approximately 123 feet to a point, said point being the northern corner of parcel 1; thence in a southeasterly direction, crossing the right-of-way of Fall Creek Road, approximately 430 feet to a point, said point lying on the parcel boundary of parcel 81 in common with the southern right-of-way of Fall Creek Road; thence in a southwesterly direction, following the southern right-of-way of Fall Creek Road, approximately 50 feet to a point, said point being the northern corner of parcel 80; thence in a southeasterly direction, approximately 1,040 feet to a point, said point being the eastern corner of parcel 80; thence in a southwesterly direction, approximately 520 feet to a point, said point being the northwestern corner of parcel 79 in common with the eastern right-of-way of Old Mill Road; thence in a southwesterly direction, in an arc, following the eastern right-of-way of Old Mill Road, approximately 590 feet to a point, said point lying on the parcel boundary of parcel 77.10 in common with the eastern right-of-way of Old Mill Road; thence in a westerly direction, crossing the right-of-way of Old Mill Road, approximately 1,100 feet to a point, said point being the southern corner of parcel 42; thence in a northwesterly direction, approximately 860 feet to a point, said point being the northern corner of parcel 16; thence in a southwesterly direction,

approximately 519 feet to a point, said point being the northwestern corner of parcel 20; thence in a southwesterly direction, approximately 192 feet to a point, said point being the southern corner of parcel 21; thence in a southwesterly direction, crossing the right-of-way of Grandview Court, approximately 220 feet to a point, said point being the western corner of parcel 3; thence in a southeasterly direction, approximately 275 feet to a point, said point being the southern corner of parcel 4; thence in a southwesterly direction, approximately 365 feet to a point, said point being the southeast corner of parcel 73.25; thence in a westerly direction, approximately 260 feet to a point, said point being the western corner of parcel 73.25; thence in a northeasterly direction, approximately 210 feet to a point, said point being the eastern corner of parcel 73.20; thence in a northwesterly direction, approximately 260 feet to a point, said point being the northern corner of parcel 73.20; thence in a southwesterly direction, following the southern right-of-way of Fall Creek Road, approximately 1,730 feet to the point of BEGINNING, and being all of parcels 1, 1, 1, 1, 2, 2, 2, 2, 2.02, 2.12, 2.13, 3, 3, 3, 4, 4, 4, 5, 5, 5, 6, 6, 6, 7, 7, 8, 8, 8, 9, 9, 9, 10, 10, 10, 11, 11, 12, 12, 13, 13, 14, 14, 14, 15, 15, 16, 16, 17, 17, 18, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 73.25, 80, and 80.10, as well as the streets of Fall Creek Road, approximately 4,500 feet in length, Woodoak Drive, approximately 200 feet in length, Grandview Court, approximately 200 feet in length, Old Mill Road, approximately 1,520 feet in length, Old Mill Court, approximately 1,560 feet in length, Trace Court, approximately 500 feet in length, and Stone Court, approximately 500 feet in length, Tax Maps 63J, 63O, 63P, and 78A as shown on the April 2008 Sullivan County Tax Maps.

SECTION II. That this ordinance shall take effect from and after the date of its passage, as the law directs, the public welfare of the citizens of Kingsport, Tennessee, requiring it.

\_\_\_\_\_  
DENNIS R. PHILLIPS  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES H. DEMMING  
City Recorder

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY  
City Attorney

PASSED ON 1<sup>ST</sup> READING \_\_\_\_\_  
PASSED ON 2<sup>ND</sup> READING \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**PRE-FILED  
CITY RECORDER**

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY FALL CREEK ROAD, WOODOAK DRIVE, GRANDVIEW COURT, OLD MILL ROAD, OLD MILL COURT, STONE COURT, AND TRACE COURT TO A-1, AGRICULTURAL DISTRICT, R-1B, RESIDENTIAL DISTRICT, R-3, RESIDENTIAL DISTRICT, AND B-1, NEIGHBORHOOD BUSINESS DISTRICT IN THE 7<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, AS FOLLOWS:

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Fall Creek Road and Grandview Court to A-1, Agricultural District, in the 7<sup>th</sup> Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the northwestern corner of parcel 20; thence in a southwesterly direction, approximately 192 feet to a point, said point being the southern corner of parcel 21; thence in a southwesterly direction, crossing the right-of-way of Grandview Court, approximately 220 feet to a point, said point being the western corner of parcel 3; thence in a southeasterly direction, approximately 275 feet to a point, said point being the southern corner of parcel 4; thence in a southwesterly direction, approximately 255 feet to a point, said point being the southern corner of parcel 74; thence in a northwesterly direction, approximately 505 feet to a point, said point being the western corner of parcel 74 in common with the southern right-of-way of Fall Creek Road; thence in a northeasterly direction, following the southern right-of-way of Fall Creek Road, approximately 660 feet to a point, said point being the northern corner of parcel 21 in common with the southern right-of-way of Fall Creek Road; thence in a southeasterly direction, approximately 135 feet to the point of BEGINNING, and being all of parcels 1, 21, and 74, as well as the street of Grandview Court, approximately 200 feet in length, Tax Maps 63O and 63P as shown on the April 2008 Sullivan County Tax Maps.

SECTION II. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Fall Creek Road, Woodoak Drive, Old Mill Road, Old Mill Court, Stone Court, and Trace Court to R-1B, Residential District, in the 7<sup>th</sup> Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the northwestern corner of parcel 18, Tax Map 78A; thence in a northwesterly direction, crossing the right-of-way of Fall Creek Road, approximately 50 feet to a point, said point lying on the parcel boundary of parcel 1 in common with the northern right-of-way of Fall Creek Road; thence in a northeasterly direction, following the northern right-of-way of Fall Creek Road, approximately 1,800 feet to a point, said point being the eastern corner of parcel 3; thence in a northwesterly direction, approximately 213 feet to a point, said point being the western corner of parcel 2.13; thence in a northeasterly direction, crossing the right-of-way of Woodoak Drive, approximately 460 feet to a point, said point being the northern corner of parcel 1; thence in an easterly direction, approximately 110 feet to a point, said point being the western corner of parcel 18; thence in a northeasterly direction, approximately 470 feet to a point, said point being the northern corner of parcel 14; thence in a southeasterly direction, following the southern right-of-way of Emory Church Road, approximately 610 feet to a point, said point being the eastern corner of parcel 16 in common with the southern right-of-way of Emory Church Road; thence in a northeasterly direction, following the northern right-of-way of Fall Creek Road, approximately 65 feet to a point, said point being the southern corner of parcel 10 in common with the northern right-of-way of Fall Creek Road; thence in a northerly direction, following the northern right-of-way of Emory Church Road and the eastern right-of-way of Grassland Court, approximately 300 feet to a point, said point being the western corner of parcel 10; thence in a northeasterly direction, approximately 670 feet to a point, said point being the northern corner of parcel 6; thence in a southeasterly direction, approximately 36 feet to a point, said point being the western corner of parcel 5; thence in a northeasterly direction, approximately 610 feet to a point, said point being the northern corner of parcel 2; thence in a northwesterly direction, approximately 100 feet to a point, said point being the western corner of parcel 1; thence in a northeasterly direction, approximately 123 feet to a point, said point being the northern corner of parcel 1; thence in a southeasterly direction, crossing the right-of-way of Fall Creek Road, approximately 430 feet to a point, said point lying on the parcel boundary of parcel 81 in common with the southern right-of-way of Fall Creek Road; thence in a southwesterly direction, following the southern right-of-way of Fall Creek Road, approximately 50 feet to a point, said point being the northern corner of parcel 80; thence in a southeasterly direction, approximately 1,040 feet to a point, said point being the eastern corner of parcel 80; thence in a southwesterly direction, approximately 520 feet to a point, said point being the northwestern corner of parcel 79 in common with the

eastern right-of-way of Old Mill Road; thence in a southwesterly direction, in an arc, following the eastern right-of-way of Old Mill Road, approximately 590 feet to a point, said point lying on the parcel boundary of parcel 77.10 in common with the eastern right-of-way of Old Mill Road; thence in a westerly direction, crossing the right-of-way of Old Mill Road, approximately 1,100 feet to a point, said point being the southern corner of parcel 42; thence in a northwesterly direction, approximately 860 feet to a point, said point being the northern corner of parcel 16; thence in a southwesterly direction, approximately 654 feet to a point, said point being the northwestern corner of parcel 21 in common with the southern right-of-way of Fall Creek Road; thence in a southwesterly direction, following the southern right-of-way of Fall Creek Road, approximately 660 feet to a point, said point being the western corner of parcel 74; thence in a southeasterly direction, approximately 505 feet to a point, said point being the southern corner of parcel 74; thence in a southwesterly direction, approximately 86 feet to a point, said point being the southeast corner of parcel 73.25; thence in a westerly direction, approximately 260 feet to a point, said point being the western corner of parcel 73.25; thence in a northeasterly direction, approximately 210 feet to a point, said point being the eastern corner of parcel 73.20; thence in a northwesterly direction, approximately 260 feet to a point, said point being the northern corner of parcel 73.20; thence in a southwesterly direction, following the southern right-of-way of Fall Creek Road, approximately 1,730 feet to the point of BEGINNING, and being all of parcels 1, 1, 1, 1, 2, 2, 2, 2, 2.02, 2.12, 2.13, 3, 3, 3, 4, 4, 4, 5, 5, 5, 6, 6, 6, 7, 8, 8, 9, 9, 9, 10, 10, 10, 11, 11, 12, 12, 13, 13, 14, 14, 14, 15, 15, 16, 16, 17, 17, 18, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 73.25, 80, and 80.10, as well as the streets of Fall Creek Road, approximately 4,500 feet in length, Woodoak Drive, approximately 200 feet in length, Old Mill Road, approximately 1,520 feet in length, Old Mill Court, approximately 1,560 feet in length, Trace Court, approximately 500 feet in length, and Stone Court, approximately 500 feet in length, Tax Maps 63J, 63O, 63P, and 78A, less and except parcels 7 and 8, Tax Maps 63J and 63O as shown on the April 2008 Sullivan County Tax Maps.

SECTION III. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Fall Creek Road to R-3, Residential District, in the 7<sup>th</sup> Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the southern corner of parcel 3, Tax Map 63D; thence in a northwesterly direction, approximately 400 feet to a point, said point being the western

corner of parcel 3; thence in a northeasterly direction, approximately 320 feet to a point, said point being the northern corner of parcel 3; thence in a southeasterly direction, approximately 250 feet to a point, said point being the eastern corner of parcel 3 in common with the northern right-of-way of Fall Creek Road; thence in a southwesterly direction, following the northern right-of-way of Fall Creek Road, approximately 400 feet to the point of BEGINNING, and being all of parcel 3, Tax Map 63D as shown on the April 2008 Sullivan County Tax Maps.

SECTION IV. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Fall Creek Road, Old Mill Court, and Old Mill Road to B-1, Neighborhood Business District, in the 7<sup>th</sup> Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the western corner of parcel 7, Tax Map 63J in common with the southern right-of-way of Fall Creek Road; thence in a northeasterly direction, following the southern right-of-way of Fall Creek Road, approximately 300 feet to a point, said point being the northern corner of parcel 8 in common with the southern right-of-way of Fall Creek Road; thence in a southeasterly direction, following the western right-of-way of Old Mill Road, approximately 300 feet to a point, said point being the eastern corner of parcel 8 in common with the western right-of-way of Old Mill Road; thence in a southwesterly direction, approximately 309 feet to a point, said point being the southern corner of parcel 7 in common with the eastern right-of-way of Old Mill Court; thence in a northwesterly direction, following the eastern right-of-way of Old Mill Court, approximately 300 feet to the point of BEGINNING, and being all of parcels 7 and 8, Tax Maps 63J and 63O as shown on the April 2008 Sullivan County Tax Maps.

SECTION V. Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of FIFTY DOLLARS (\$50.00) for each offense. Each occurrence shall constitute a separate offense.

SECTION VI. That this ordinance shall take effect from and after the date of its passage and publication, as the law directs, the public welfare of the City of Kingsport, Tennessee requiring it.

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DENNIS R. PHILLIPS  
Mayor

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY  
City Attorney

PASSED ON 1ST READING \_\_\_\_\_  
PASSED ON 2ND READING \_\_\_\_\_

## RESOLUTION NO.

### A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE OLD MILL ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE

WHEREAS, before any territories may be annexed under Tennessee Code Annotated §6-51-102, the governing body shall have previously adopted a plan of services setting forth the identification and timing of municipal services; and

WHEREAS, before any such plan of services shall have been adopted, it must have been submitted to the local planning commission for study and a written report; and

WHEREAS, a plan of services for the proposed Old Mill annexation was submitted to the Kingsport Regional Planning Commission on January 19, 2012, for its consideration and a written report; and

WHEREAS, prior to the adoption of a plan of services, the City shall hold a public hearing; and

WHEREAS, a public hearing was held February 7, 2012; and

WHEREAS, notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the municipality a minimum of seven (7) days prior to the hearing; and

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on January 23, 2012; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 7<sup>th</sup> Civil District of Sullivan County, Tennessee, commonly known as the Old Mill Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the northwestern corner of parcel 18, Tax Map 78A; thence in a northwesterly direction, crossing the right-of-way of Fall Creek Road, approximately 50 feet to a point, said point lying on the parcel boundary of parcel 1 in common with the northern right-of-way of Fall Creek Road; thence in a northeasterly direction, following the northern right-of-way of Fall Creek Road, approximately 1,400 feet to a point, said point being the southern corner of parcel 3; thence in a northwesterly direction, approximately 400 feet to a point, said point being the western corner of parcel 3; thence in a northeasterly direction, approximately 320 feet to a point, said point being the northern corner of parcel 3; thence in a southeasterly direction, approximately 37 feet to a point, said point being the western corner of parcel 2.13; thence in a northeasterly direction, crossing the right-of-way of Woodoak Drive, approximately 460 feet to a point, said point being the northern

corner of parcel 1; thence in an easterly direction, approximately 110 feet to a point, said point being the western corner of parcel 18; thence in a northeasterly direction, approximately 470 feet to a point, said point being the northern corner of parcel 14; thence in a southeasterly direction, following the southern right-of-way of Emory Church Road, approximately 610 feet to a point, said point being the eastern corner of parcel 16 in common with the southern right-of-way of Emory Church Road; thence in a northeasterly direction, following the northern right-of-way of Fall Creek Road, approximately 65 feet to a point, said point being the southern corner of parcel 10 in common with the northern right-of-way of Fall Creek Road; thence in a northerly direction, following the northern right-of-way of Emory Church Road and the eastern right-of-way of Grassland Court, approximately 300 feet to a point, said point being the western corner of parcel 10; thence in a northeasterly direction, approximately 670 feet to a point, said point being the northern corner of parcel 6; thence in a southeasterly direction, approximately 36 feet to a point, said point being the western corner of parcel 5; thence in a northeasterly direction, approximately 610 feet to a point, said point being the northern corner of parcel 2; thence in a northwesterly direction, approximately 100 feet to a point, said point being the western corner of parcel 1; thence in a northeasterly direction, approximately 123 feet to a point, said point being the northern corner of parcel 1; thence in a southeasterly direction, crossing the right-of-way of Fall Creek Road, approximately 430 feet to a point, said point lying on the parcel boundary of parcel 81 in common with the southern right-of-way of Fall Creek Road; thence in a southwesterly direction, following the southern right-of-way of Fall Creek Road, approximately 50 feet to a point, said point being the northern corner of parcel 80; thence in a southeasterly direction, approximately 1,040 feet to a point, said point being the eastern corner of parcel 80; thence in a southwesterly direction, approximately 520 feet to a point, said point being the northwestern corner of parcel 79 in common with the eastern right-of-way of Old Mill Road; thence in a southwesterly direction, in an arc, following the eastern right-of-way of Old Mill Road, approximately 590 feet to a point, said point lying on the parcel boundary of parcel 77.10 in common with the eastern right-of-way of Old Mill Road; thence in a westerly direction, crossing the right-of-way of Old Mill Road, approximately 1,100 feet to a point, said point being the southern corner of parcel 42; thence in a northwesterly direction, approximately 860 feet to a point, said point being the northern corner of parcel 16; thence in a southwesterly direction, approximately 519 feet to a point, said point being the northwestern corner of parcel 20; thence in a southwesterly direction, approximately 192 feet to a point, said point being the southern corner of parcel 21; thence in a southwesterly direction, crossing the right-of-way of Grandview Court, approximately 220 feet to a point, said point being the western corner of parcel 3; thence in a southeasterly direction,

approximately 275 feet to a point, said point being the southern corner of parcel 4; thence in a southwesterly direction, approximately 365 feet to a point, said point being the southeast corner of parcel 73.25; thence in a westerly direction, approximately 260 feet to a point, said point being the western corner of parcel 73.25; thence in a northeasterly direction, approximately 210 feet to a point, said point being the eastern corner of parcel 73.20; thence in a northwesterly direction, approximately 260 feet to a point, said point being the northern corner of parcel 73.20; thence in a southwesterly direction, following the southern right-of-way of Fall Creek Road, approximately 1,730 feet to the point of BEGINNING, and being all of parcels 1, 1, 1, 1, 2, 2, 2, 2, 2.02, 2.12, 2.13, 3, 3, 3, 4, 4, 4, 5, 5, 5, 6, 6, 6, 7, 7, 8, 8, 8, 9, 9, 9, 10, 10, 10, 11, 11, 12, 12, 13, 13, 14, 14, 14, 15, 15, 16, 16, 17, 17, 18, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 73.25, 80, and 80.10, as well as the streets of Fall Creek Road, approximately 4,500 feet in length, Woodoak Drive, approximately 200 feet in length, Grandview Court, approximately 200 feet in length, Old Mill Road, approximately 1,520 feet in length, Old Mill Court, approximately 1,560 feet in length, Trace Court, approximately 500 feet in length, and Stone Court, approximately 500 feet in length, Tax Maps 63J, 63O, 63P, and 78A as shown on the April 2008 Sullivan County Tax Maps.

AND WHEREAS, the City of Kingsport deems it advisable to adopt a Plan of Services for the proposed annexation area. Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSFORT, TENNESSEE, AS FOLLOWS:

SECTION I. That a Plan of Services for the Old Mill Annexation as bounded and described above is hereby adopted, subject to an enactment of an annexation ordinance for the annexation area, the said Plan of Services to be as follows:

**Old Mill Annexation  
Plan of Services**

**1. Police Protection**

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 116 police officers and approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.

- C. The Kingsport Police Department is accredited with the Commission on Accreditation for Law Enforcement Agencies and has met 358 mandatory and 72 other-than mandatory standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.
- D. Upon annexation, existing police department personnel will be utilized to provide services by expanding the contiguous patrol sections to include the newly incorporated area. Existing police personnel and equipment will be shifted to provide needed coverage of the area. Each section will be patrolled by units of the Kingsport Police Department and will be augmented by other departments and units such as investigators, specialized assigned details etc.
- E. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo 450 hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo 480 hours of field officer training where they will work and be trained by designated training officers.
- F. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs, drug education/awareness programs including D.A.R.E. to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.
- G. The Kingsport Police Department currently maintains an approximate 5 minute average response time to emergency and urgent calls within the corporate limits.

## **2. Fire Protection**

- A. On the operative date of annexation, the City of Kingsport will answer all calls for service for fire, disaster, hazardous materials, special rescue and medical first responder. The Kingsport Fire Department goes beyond the basic fire services required of a City Government.
- B. The City of Kingsport Fire Department is an Internationally Accredited Agency, one of only three in the State of Tennessee. We operate 7 fire stations, housing fire suppression, hazardous materials, rescue and other emergency equipment. Staffed by 94 full-time professional firefighters, 24 hours a day, 365 days a year to provide service. The City of Kingsport maintains a Class 3 insurance rating saving its residents the most possible on their insurance rates. Our response time average is approximately 4 minutes, 15 seconds after we receive the call from our dispatch center.
- C. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.

- D. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.
- E. The City of Kingsport Fire Department has a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals. The department also has a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.
- F. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport.

### **3. Water**

- A. Water will be billed at in City rates rather than out of City rates, which will result in a reduction in water rates for annexed citizens already receiving City water. Those not currently receiving City water will be required to obtain a water-tap in order to obtain City water.
- B. Water line upgrades and the installation of fire hydrants will commence for adequate fire protection and will be completed within five (5) years after the effective date of annexation.
- C. The City of Kingsport Water Department operates and maintains a 28 MGD water filtration plant, 22 water storage tanks, 15 water booster station and over 750 miles of waterlines. The water treatment plant is staffed by state certified operators 24 hours a day, 365 days a year to provide safe drinking water to our customers.
- D. The City of Kingsport Water Department meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection Agency. The plant was the recipient of the 2005 Julian Fleming Award for Outstanding Water Treatment Plants.
- E. The Kingsport Water Treatment Plant has a capacity of 28 MGD and an average daily demand of 15 MGD leaving a surplus capacity of approximately 18 MGD for increased demand.
- F. The Water Distribution Division is managed with a professional staff who are members of key professional organizations such as: American Water Works Association, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

### **4. Electricity**

Electric service in this area is currently under the jurisdiction of AEP and is currently available. Street lighting will be provided generally within five years of the City of Kingsport's request for such service.

## **5. Sanitary Sewer**

- A. City of Kingsport sanitary sewer will be installed and extended to the property within five (5) years after the effective date of annexation. Citizens in the annexed territory will be responsible and required to obtain a sewer-tap from the City of Kingsport before connection to the sanitary sewer system.
- B. Sanitary sewer fees are based on usage of water and are direct reflection of the amount of water used by the resident.
- C. The City of Kingsport operates and maintains a 12.4 MGD wastewater treatment plant, 88 sewer lift stations and approximately 525 miles of sanitary sewer collection lines in to provide sewer service to our customers.
- D. The City of Kingsport Wastewater Treatment Plant will experience 20 million dollars of improvements to provide a reliable and dependable infrastructure.
- E. The wastewater treatment plant is staffed with State Certified Operators 24 hours a day, 365 days a year. Treatment plant operators exceed State of Tennessee training requirements.
- F. The Sewer Collection Division is managed with a professional staff who are members of key professional organizations such as: Water Environment Federation, Tennessee Association of Utility Districts, National Society of Professional Engineers, American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a collection system in the State of Tennessee.

## **6. Solid Waste Disposal**

Sanitation garbage (routine household refuse), trash (grass clippings, tree trimmings, bulky items), and recycling collection will be provided to the annexed area on the same basis as that received by properties located within the existing City Limits. Collection will begin within thirty (30) days following the effective date of annexation. Members of the collection crews receive ongoing training in their fields. The City of Kingsport also owns and operates a demolition landfill that residents can use for a fee. That landfill is supervised by a SWANA certified Manager of Landfill Operations. This supervisor also holds other certifications from SWANA and TDEC.

## **7. Public Road/Street Construction & Repair**

- A. Emergency and routine maintenance of streets and street signs, pavement markings and other traffic control devices will begin on the operative date of annexation. Emergency pothole repairs are generally made within 24 hours of notification. Crews are available on a 24 hour basis for major emergency call-outs.

- B. Cleaning of streets of snow and ice clearing will begin on the operative date of annexation on the same basis as now provided within the present City limits. This includes major thoroughfares, State highways and emergency route to hospitals as first priority, with secondary/collector streets and finally residential streets in that order as priority II. Snow removal crews receive yearly training to help keep them up to date with changes in procedures and techniques. Snow removal crews also respond on a 24 hour emergency call in basis.
- C. Streets affected by utility construction will be repaired as soon as possible after the utility construction is completed.
- D. Routine Right of Way maintenance is also provided on the effective date of annexation. These crews include a certified Arborist, certified Pesticide Applicators, and other trained personnel to respond to emergencies and routine maintenance requests.
- E. The Streets and Sanitation Division is managed and supervised by a professional staff who are members in good standing of several Professional Organizations such as the Tennessee Chapter of the American Public Works Association, the national chapter of the American Public Works Association, the Volunteer Chapter of the Solid Waste Association of North America, the national chapter of the Solid Waste Association of North America, the Tennessee Urban Forestry Council, the Tennessee Nursery and Landscape Association, National Arbor Day Association, Tennessee Vegetation Management Association, and the Keep Kingsport Beautiful Council. The staff receives ongoing training through these Professional Organizations. Members of the staff are active in their respective organizations. Members of the staff also serve as trainers and instructors for various training venues.

## **8. Recreational Facilities**

- A. Residents of the annexed area may use existing City recreational facilities, programs, parks, etc. on the effective date of annexation at City rates rather than out of City rates.
- B. Residents of the annexed area may use all existing library facilities and will be exempt from the non-residential fee on the effective date of annexation.
- C. Residents of the annexed area (50 years or older) will be eligible to use the Senior Citizens Center with no non-residential fees and with transportation provided on the effective date of annexation.
- D. The Department of Parks and Recreation has more than 4,800 acres of city-owned land to provide parks and recreation programs to all our citizens. The amenities and programs offered by many of the parks and recreation areas through the Leisure Services Department include playing fields for baseball and softball, basketball courts, play grounds, volley ball, tennis courts, a skate park and concession areas and restrooms to serve these facilities. Other amenities offered include General meeting areas, multi-function areas, Community Centers, senior programs, Theater and Cultural Arts programs. Many of the parks have walking

and hiking trails and Bays Mountain, the City's largest park, includes animal habitats, a farm area, camping sites, and a Planetarium.

**9. Street Lighting**

Within five years of the operative date of annexation the City will take over responsibility (including payment) for dusk-to-dawn lights presently in place that meet City standards. The City will request that AEP install additional streetlights on collector-class and lower streets in accordance with the policy on roadway lighting within five (5) years of the effective date of annexation. Lighting on minor and major arterials will be installed per prevailing city policy.

**10. Zoning Services**

- A. The area will be zoned R-1B (Residential District), B-1 (Neighborhood Business District), A-1 (Agricultural District), and R-3 (Low Density Apartment District).
- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.
- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation.
- D. Appeals to the Zoning regulations are heard by the Board of Zoning Appeals and variances are granted if the request meets the criteria established for granting variances under Tennessee Code Annotated.

**11. Schools**

- A. Upon annexation, children currently attending County schools will be allowed to attend City of Kingsport schools or remain in County schools per the prevailing County policy at the time.
- B. Tuition paid by non-city residents now attending City schools will cease upon the effective date of annexation and those students may continue to attend City schools without charge until graduation.
- C. Children at all grade levels may attend City schools tuition-free. Transportation will be provided for students, whose homes are more than 1.5 miles from their designated school, beginning with the school year following annexation.

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The previous sections are titled and listed in the order prescribed by Tennessee Code Annotated 6-51-102(b) (2). The following sections are provided by the City of Kingsport in addition to the minimum requirements.

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**12. Traffic Control**

The City will verify all street name signs and traffic control devices in accordance with the Manual on Uniform Traffic Control Devices.

**13. Inspection Services**

All inspection services now provided by the City on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation. A free safety inspection of plumbing vents will be required at the time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

**14. Animal Control**

Animal control service equivalent to that presently provided within the City will be extended to the annexed area on the effective date of annexation.

**15. Storm Sewers**

The installation of any needed storm sewers will be accomplished in accordance with existing standards and engineering principles provided for by present City policies. Maintenance of existing storm sewer and drainage systems is also provided on an as needed basis. Response to emergency storm drainage calls is also provided on a 24 hour call in basis.

**16. Leaf Removal**

The City will collect loose leaves with the vacuum truck between October 15 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other City residents beginning on the effective date of annexation. Bagged leaves are collected year round. Leaves are transported to the City's Demolition Landfill where they are composted and used as an amendment to existing dirt stockpiles. This enhanced dirt is then used on City Projects for backfill and topsoil applications.

**17. Litter Control**

The City's litter control program will be extended to the area on the effective date of annexation. It is provided on a regular schedule along major routes and on an "as needed" basis throughout the City.

**18. Graffiti Control**

The City's graffiti control program, which is aimed at eliminating graffiti on public rights-of-way such as bridge abutments, street signs, railroad underpasses, and the like, will be extended to the area on the effective date of annexation. It is provided on an "as needed/on call" basis. Response time for "offensive" graffiti removal is generally within 48 hours.

**19. Other Services**

All other services not classified under the foregoing headings such as Executive, Judicial, Legal, Personnel, Risk Management, Fleet Maintenance, Finance and Administration and other support services will be available upon the effective date of annexation.

SECTION II. This Resolution shall be effective from and after its adoption, the public welfare requiring it.

ADOPTED this the 7<sup>th</sup> day of February 2012.

ATTEST:

\_\_\_\_\_  
DENNIS R. PHILLIPS, Mayor

\_\_\_\_\_  
JAMES H. DEMMING  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

**ANNEXATION REPORT  
OLD MILL ANNEXATION  
FILE: 11-301-00022**

**TO:** KINGSPORT REGIONAL PLANNING COMMISSION

**FROM:** Ken Weems, Planner

**DATE:** 3 January 2012

**APPLICANT:** City of Kingsport & partial owner requested (petition attached)

**REQUESTED ACTION:** Annexation and zoning to an R-1B (residential district), B-1 (Neighborhood Business District), A-1 (Agricultural District), and R-3 (residential district) of approximately 70 acres/87 parcels.

**LOCATION:** The area proposed for annexation is located northeast of the Warrior Falls Subdivision, along Fall Creek Road.

**EXISTING LAND USE:** Residential

**PROPOSED USE:** Same

**SURROUNDING ZONING DISTRICTS & LAND USES:**

**General:** The annexation area is surrounded by County R-1 (Single-Family) and County A-1 (Agricultural) zoning.

The annexation area is currently zoned County A-1 (Agricultural District), R-3 (Residential District), R-1 (Residential District), B-1 (Neighborhood Business District) and R-3A (Residential District).

**LAND USE PLAN:** The Kingsport 2030 Land Use Plan addresses this area's use as appropriate for residential use

**UTILITIES:** The annexation area is currently served by City of Kingsport Water service. Both water and sanitary sewer upgrades are necessary to provide city standard service to the area.

**TRANSPORTATION:**

Public streets in this annexation area consist of (approximate ft.):

Fall Creek Rd: 4,480  
Grandview Ct: 200  
Old Mill Ct: 1,570  
Stone Ct: 510

Trace Ct: 500  
Woodoak Dr: 200  
Old Mill Rd: 1,540

Total: 9,000

**POPULATION:**

The annexation area contains approximately 214 residents (85 single family homes, and 8 apartment units).

**SCHOOLS:**

Currently, the annexation area is zoned for the County Schools of:

Elementary: Indian Springs  
Middle: Holston  
High: Central

The City School zones for the annexation area consist of the following:

Elementary: John Adams  
Middle: Robinson  
High: Dobyms-Bennett

The current amount of county school children residing in the annexation area consists of:

Elementary: 18  
Middle: 8  
High: 10

**OPTIONS:** The Planning Commission's options are the following:

1. Send a favorable recommendation for annexation to the Board of Mayor and Alderman for the annexation, zoning, and plan of services for the Old Mill annexation area.
2. Recommend disapproving the annexation areas, stating the reasons in writing.
3. Postpone action until additional information is presented.

**STAFF RECOMMENDATION:**

The Planning Division recommends option #1, the annexation of the parcels identified in this study to the Board of Mayor and Aldermen. The rationale for this recommendation is based on the following:

1. The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.
2. Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.
3. The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.
4. It is reasonably necessary for the welfare of the residents and property owners of the affected territory.
5. It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.



# CITY OF KINGSPORT, TENNESSEE

## Petition for Annexation

We, the property owners of record, hereby petition the City of Kingsport to be annexed.

1.	name: April Kilby phone: (423) 323-6764 (M) (423) 276-9511 (C)	address: 220 Trace Ct, Kpt email address: april.kilby12@gmail.com	parcel # (if known): # in household & ages: 3 44, 17, 14
* 2.	name: April Kilby phone: See note	address: 325 Stone Ct, Kpt email address:	parcel # (if known): lot 10 # in household & ages:
3.	name: phone:	address: email address:	parcel # (if known): # in household & ages:
4.	name: phone:	address: email address:	parcel # (if known): # in household & ages:
5.	name: phone:	address: email address:	parcel # (if known): # in household & ages:
6.	name: phone:	address: email address:	parcel # (if known): # in household & ages:
7.	name: phone:	address: email address:	parcel # (if known): # in household & ages:
8.	name: phone:	address: email address:	parcel # (if known): # in household & ages:
9.	name: phone:	address: email address:	parcel # (if known): # in household & ages:
10.	name: phone:	address: email address:	parcel # (if known): # in household & ages:

continue on opposite side

Mr. Meredith

My home sits on two lots. My address is 220 Trace Ct. The extra lot that I bought is behind the house and has our pool on it.

I pay taxes on this lot separate from my escrow. It is 325 Stone Ct lot # 10. Let me know if you have questions.

Thank you!

April Kelly

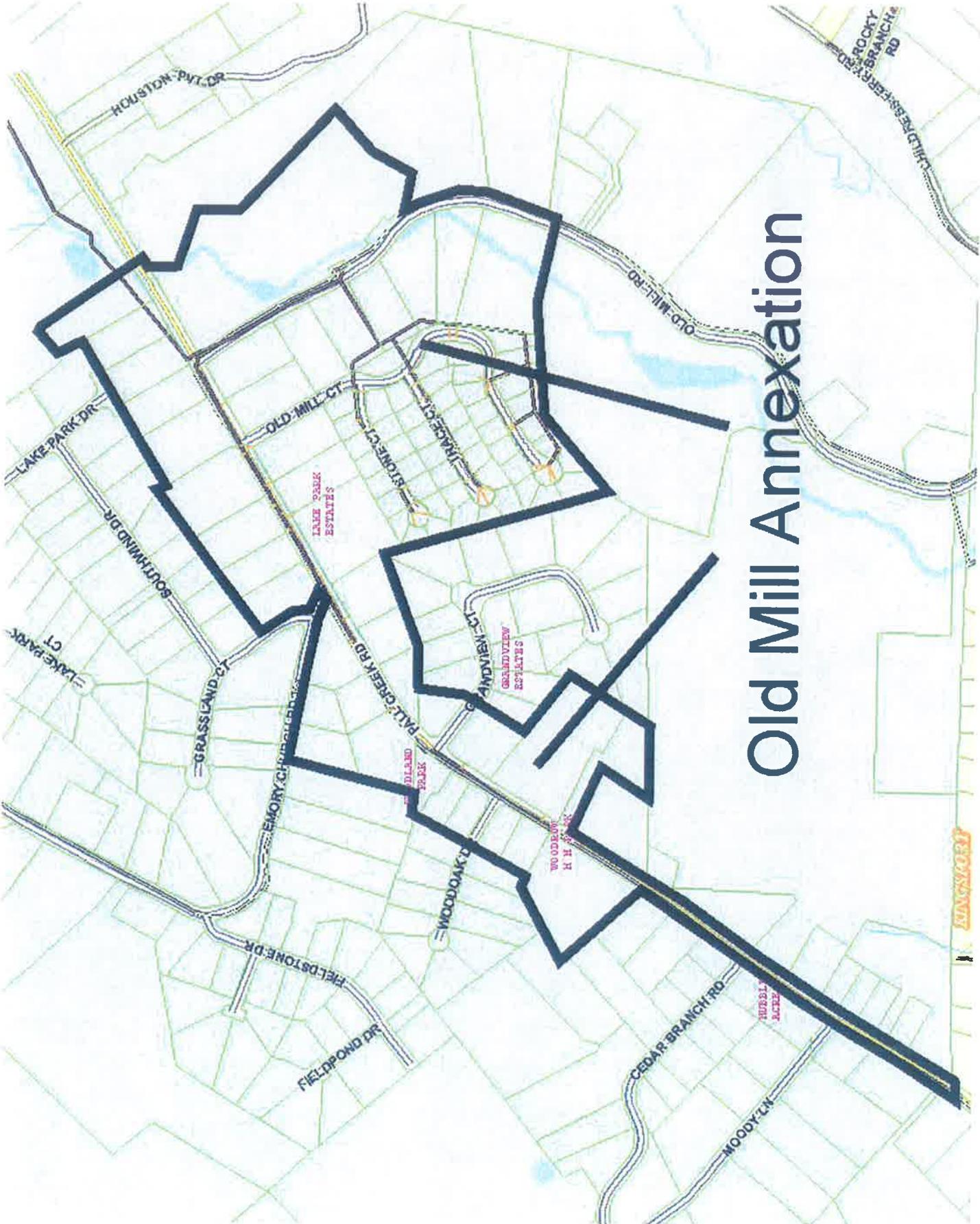
**Old Mill Annexation Area**

**COST ESTIMATE/ tax records as of 21 December 2011**

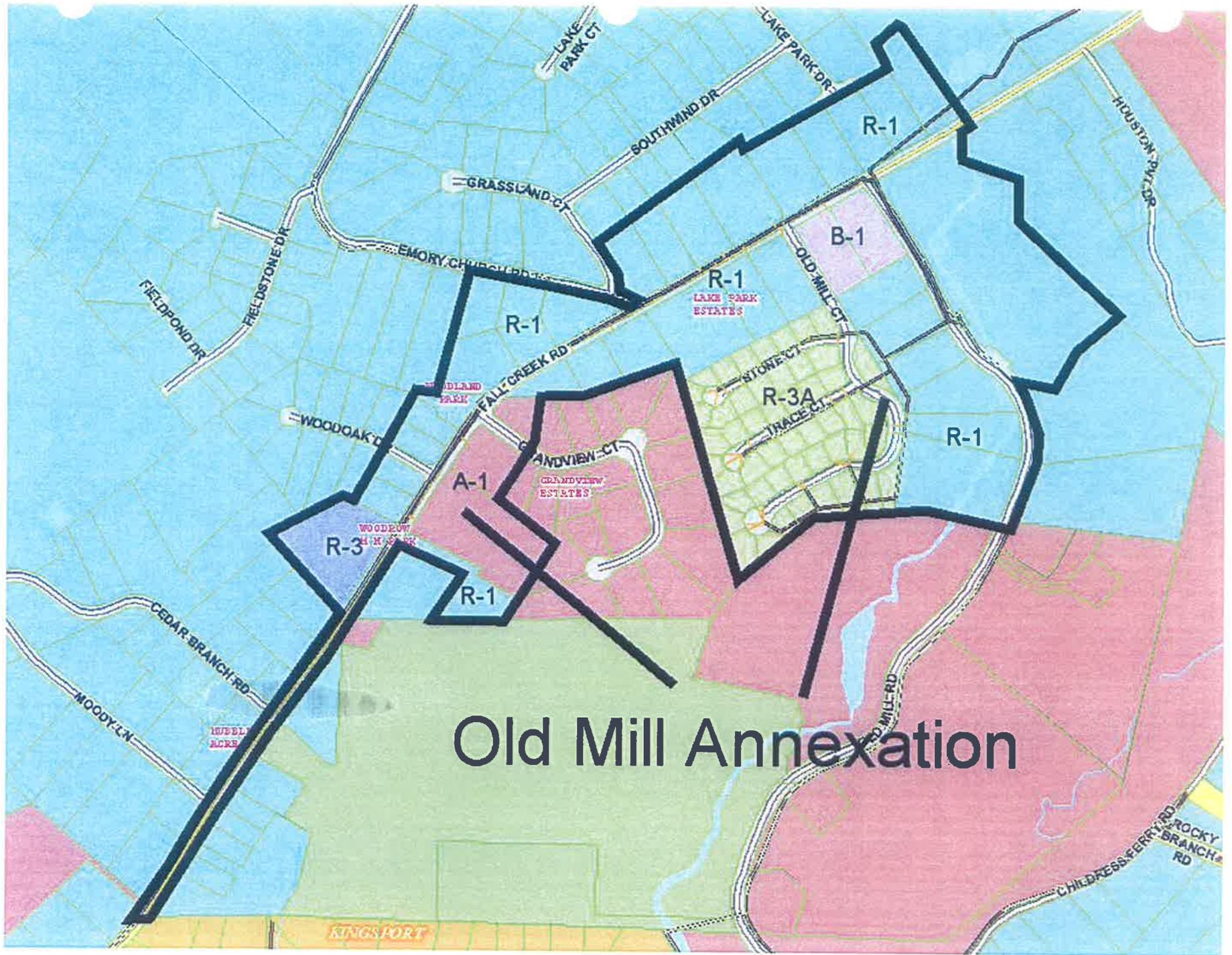
Revenues	One Time	Reoccurring (annual)	
Property Taxes	X	\$65,200.00	
State Shared	X	\$22,256.00	214 res x 104 (estimated)
Sewer Tap Fees	\$3,900.00	\$0.00	2 taps
Water & Sewer Rev (loss)	X	-\$60,171.00	
Stormwater revenue		\$3,953.00	
<b>Total</b>	<b>\$3,900.00</b>	<b>\$31,238.00</b>	

Expenses	One Time	Reoccurring (annual)	
<b>Operating Budget</b>			
Police & Fire Service	0.00	0.00	
Street Lighting	44,900.00	8,375.00	includes decorative poles for underground power
Traffic Controls	5,850.00	1,204.00	
Streets & Sanitation	0.00	26,749.00	
Subtotal	50,750.00	36,328.00	
<b>Capital Budget</b>			
Water	65,100.00	0.00	eight hydrants & 710' of 8" dip line
Sewer	53,000.00	0.00	
Streets	36,414.00	0.00	
Subtotal	154,514.00	0.00	
<b>Grand Total</b>	<b>\$205,264.00</b>	<b>\$36,328.00</b>	

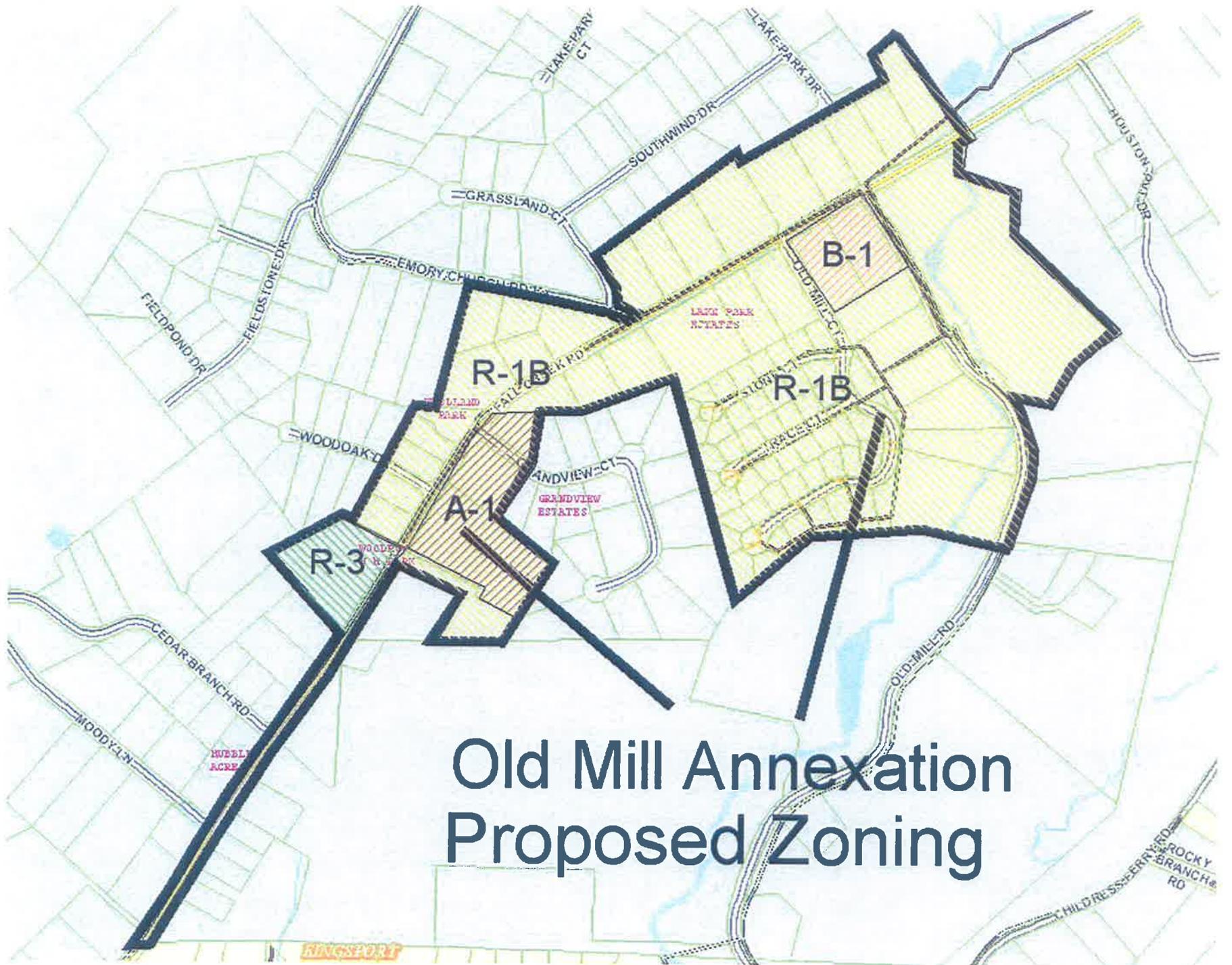
the annexation area contains approximately 8 acres of land that can be developed in the future. Based on 4 units per acre (single family development) and an average annual property tax bill (currently in the area) of \$856, the City could realize an additional annual property tax revenue of \$27,392 per year. This figure would be in addition to sewer taps and stormwater utility fees attributed to new growth units.



# Old Mill Annexation



# Old Mill Annexation



# Old Mill Annexation Proposed Zoning

## Average Property Owner Impact

average city tax based on 2009 tax assessments: \$858

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average annual savings on water/ sewer based on inside city rates: \$647

average annual garbage savings based on \$18 per month: \$216

total annual savings based on the above criteria : \$863

•Additional savings can often be found with property owner insurance discounts and itemized tax deductions (for city Property tax)

varies

Old Mill Annexation  
County School Kids  
Maximum Possible Impact

Elementary

18

Indian Springs/  
John Adams

Middle

8

Holston/  
Robinson

High

10

Central/  
Dobyns-Bennett

## Rationale

1. The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.
2. Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.
3. The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.
4. It is reasonably necessary for the welfare of the residents and property owners of the affected territory.
5. It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.



AGENDA ACTION FORM

Consideration of an Ordinance to Amend Zoning of Parcel 30 on Tax Maps 92G, 92J, 92O, 92I located at 252 Lebanon Road from R-1B Zoning to A-1 Zoning

To: Board of Mayor and Aldermen  
From: John G. Campbell, City Manager

Action Form No.: AF-33-2012  
Work Session: 6 February 2012  
First Reading: 7 February 2012

Final Adoption: February 21, 2012  
Staff Work By: J. Meredith  
Presentation By: J. Meredith

**Recommendation:**

- Approve ordinance amending the zoning ordinance to rezone Parcel 30 from R-1B, Residential District to A-1, Agricultural District.

**Executive Summary:**

The request is to rezone approximately 99.32 acres of property located at 252 Lebanon Road, and is initiated by Kent Harris, the property owner. The proposed zoning for the area is A-1, Agricultural District. The City's 2030 Land Use Plan recommends Commercial/Retail land use for the parcel. However, the proposed zoning is in keeping with the current and intended agricultural land use. Water and sewer are available to the parcel. At their January 19, 2012 meeting, the Kingsport Regional Planning Commission unanimously voted to send a favorable recommendation for the rezoning of this parcel to the Board of Mayor and Alderman. There has been no opposition to the request. The Notice of Public Hearing was published January 23, 2012.

**Attachments:**

- 1. ~~Public Notice~~
- 2. Zoning Ordinance
- 3. Staff Report
- 4. Maps

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Public Hearing and Consideration of an Ordinance to Amend Zoning of Parcel 30 on Tax Maps 92G, 92J, 92O, 92I located at 252 Lebanon Road from R-1B Zoning to A-1 Zoning

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Action Form No.: AF-33-2012
Work Session: 6 February 2012
First Reading: 7 February 2012
Final Adoption: February 21, 2012
Staff Work By: J. Meredith
Presentation By: J. Meredith

Recommendation:

- Hold public hearing.
Approve ordinance amending the zoning ordinance to rezone Parcel 30 from R-1B, Residential District to A-1, Agricultural District.

Executive Summary:

The request is to rezone approximately 99.32 acres of property located at 252 Lebanon Road, and is initiated by Kent Harris, the property owner. The proposed zoning for the area is A-1, Agricultural District. The City's 2030 Land Use Plan recommends Commercial/Retail land use for the parcel. However, the proposed zoning is in keeping with the current and intended agricultural land use. Water and sewer are available to the parcel. At their January 19, 2012 meeting, the Kingsport Regional Planning Commission unanimously voted to send a favorable recommendation for the rezoning of this parcel to the Board of Mayor and Alderman. There has been no opposition to the request. The Notice of Public Hearing was published January 23, 2012.

Attachments:

- 1.Public Notice
2.Zoning Ordinance
3.Staff Report
4.Maps

Funding source appropriate and funds are available: \_\_\_\_\_

Table with columns Y, N, O and rows for board members: Joh, Mallicote, McIntire, Parham, Segelhorst, Shupe, Phillips.

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, February 7, 2012 to consider the rezoning for parcel 30 on Tax Maps 92G, 92J, 92O, 92I located at 252 Lebanon Road from R-1B, Residential District, to A-1, Agricultural District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

*Beginning at a point, said point being the northern corner of parcel 30, Tax Map 92G; thence in a southwesterly direction, approximately 1,970 feet to a point, said point being the southern corner of parcel 1; thence in a northwesterly direction, approximately 530 feet to a point, said point being the western corner of parcel 1 in common with the terminus of Wood Haven Drive right-of-way; thence in a southwesterly direction, approximately 50 feet to a point, said point being the northern corner of parcel 28; thence in a southeasterly direction, approximately 450 feet to a point, said point being the eastern corner of parcel 28; thence in a southwesterly direction, approximately 175 feet to a point, said point being the southern corner of parcel 28; thence in a northwesterly direction, approximately 180 feet to a point, said point being the eastern corner of parcel 27; thence in a southwesterly direction, approximately 480 feet to a point, said point being a southern corner of parcel 27; thence in a northwesterly direction, approximately 195 feet to a point; thence in a southwesterly direction, approximately 600 feet to a point, said point being the western corner of parcel 30; thence in a southeasterly direction, approximately 2,300 feet to a point, said point being the southern corner of parcel 1 in common with the northern right-of-way of Whispering Way; thence in a southeasterly direction, following the northern right-of-way of Whispering Way, approximately 60 feet to a point, said point being the southern corner of parcel 30 in common with the northern right-of-way of Whispering Way; thence in a northeasterly direction, approximately 900 feet to a point, said point being the northern corner of parcel 14; thence in a southeasterly direction, approximately 50 feet to a point, said point being the eastern corner of parcel 14 in common with the northern right-of-way of Kendrick Creek Road; thence in a northeasterly direction, following the northern right-of-way of Kendrick Creek Road, approximately 110 feet to a point, said point being the eastern corner of parcel 30 in common with the western right-of-way of Lebanon Road; thence in a northerly direction, following the western right-of-way of Lebanon Road, approximately 1,025 feet to a point, said point being the southeastern corner of parcel 31 in common with the western right-of-way of Lebanon Road; thence in a westerly direction, following the parcel boundary of parcel 31, approximately 1,330 feet to a point, said point being the northwestern corner of parcel 31; thence in a northwesterly direction, approximately 220 feet to a point, said point being the western corner of parcel 30.50; thence in a northeasterly direction, approximately 510 feet to a point; thence in an easterly direction, approximately 140 feet to a point, said point being the northern corner of parcel 25.01; thence in a southeasterly direction, approximately 65 feet to a point, said point lying on the parcel boundary of parcel 24.10; thence in a northerly direction, approximately 590 feet to a point, said point being the northern corner of parcel 21; thence in a southeasterly direction, approximately 70 feet to a point; thence in a northeasterly direction, approximately 90 feet to a point; thence in a northerly direction, approximately 850 feet to the point of BEGINNING, and being all of parcel 30, Tax Maps 92G, 92J, 92O, and 92I as seen on the April 2008 Sullivan County Tax Maps.*

All interested persons are invited to attend this meeting and public hearing. A detailed map and description is on file in the offices of the City Manager and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSPORT

Angie Marshall, City Clerk

P1T: 1/23/12

ORDINANCE NO. \_\_\_\_\_

# PRE-FILED CITY RECORDER

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO REZONE PROPERTY AT 252 LEBANON ROAD FROM R-1B, RESIDENTIAL DISTRICT TO A-1, AGRICULTURAL DISTRICT IN THE 14<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, AS FOLLOWS:

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property at 252 Lebanon Road from R-1B, Residential District to A-1, Agricultural District in the 14<sup>th</sup> Civil District of Sullivan County; said area to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the northern corner of parcel 30, Tax Map 92G; thence in a southwesterly direction, approximately 1,970 feet to a point, said point being the southern corner of parcel 1; thence in a northwesterly direction, approximately 530 feet to a point, said point being the western corner of parcel 1 in common with the terminus of Wood Haven Drive right-of-way; thence in a southwesterly direction, approximately 50 feet to a point, said point being the northern corner of parcel 28; thence in a southeasterly direction, approximately 450 feet to a point, said point being the eastern corner of parcel 28; thence in a southwesterly direction, approximately 175 feet to a point, said point being the southern corner of parcel 28; thence in a northwesterly direction, approximately 180 feet to a point, said point being the eastern corner of parcel 27; thence in a southwesterly direction, approximately 480 feet to a point, said point being a southern corner of parcel 27; thence in a northwesterly direction, approximately 195 feet to a point; thence in a southwesterly direction, approximately 600 feet to a point, said point being the western corner of parcel 30; thence in a southeasterly direction, approximately 2,300 feet to a point, said point being the southern corner of parcel 1 in common with the northern right-of-way of Whispering Way; thence in a southeasterly direction, following the northern right-of-way of Whispering Way, approximately 60 feet to a point, said point being the southern corner of parcel 30 in common with the northern right-of-way of Whispering Way; thence in a northeasterly direction, approximately 900 feet to a point, said point being the northern corner of parcel 14; thence in a southeasterly direction, approximately 50 feet to a point, said point being the eastern corner of parcel 14 in common with the northern right-of-way of Kendrick Creek Road; thence in a northeasterly direction, following the northern right-of-way of Kendrick Creek Road, approximately 110 feet to a point, said point being the eastern corner of parcel 30 in common with the western right-of-way of Lebanon Road; thence in a northerly direction, following the western right-of-way of Lebanon Road, approximately 1,025 feet to a point, said point being the southeastern corner of parcel 31 in common with the western right-of-way of Lebanon Road; thence in a westerly direction, following the parcel boundary of parcel 31, approximately 1,330 feet to a point, said point being the northwestern corner of parcel 31; thence in a northwesterly direction, approximately 220 feet to a point, said point being the western corner of parcel 30.50; thence in a

northeasterly direction, approximately 510 feet to a point; thence in an easterly direction, approximately 140 feet to a point, said point being the northern corner of parcel 25.01; thence in a southeasterly direction, approximately 65 feet to a point, said point lying on the parcel boundary of parcel 24.10; thence in a northerly direction, approximately 590 feet to a point, said point being the northern corner of parcel 21; thence in a southeasterly direction, approximately 70 feet to a point; thence in a northeasterly direction, approximately 90 feet to a point; thence in a northerly direction, approximately 850 feet to the point of BEGINNING, and being all of parcel 30, Tax Maps 92G, 92J, 92O, and 92I as seen on the April 2008 Sullivan County Tax Maps.

SECTION II. Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of FIFTY DOLLARS (\$50.00) for each offense. Each occurrence shall constitute a separate offense.

SECTION III. That this ordinance shall take effect from and after the date of its passage and publication, as the law directs, the public welfare of the City of Kingsport, Tennessee, requiring it.

\_\_\_\_\_  
DENNIS PHILLIPS  
Mayor

ATTEST:

\_\_\_\_\_  
Charlotte Light  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY  
City Attorney

PASSED ON 1<sup>ST</sup> READING \_\_\_\_\_  
PASSED ON 2<sup>ND</sup> READING \_\_\_\_\_

**HARRIS REZONING REPORT**  
**File No.: 11-101-00012**

**TO:** KINGSFORT REGIONAL PLANNING COMMISSION

**FROM:** Jason Meredith, Planner

**DATE:** January 31, 2012

**APPLICANT:** Kent Harris

**REQUESTED ACTION:** City rezoning of approximately 99.32 acres of property from R-1B, Residential District to A-1, Agricultural District.

**LOCATION:** Property is located at 252 Lebanon Road, as identified on Control Maps 92G, 92J, 92O, 92I, Parcel 30 on the 2008 Sullivan County Tax Maps. The property is located in the 14<sup>th</sup> Civil District.

**EXISTING LAND USE:** Agricultural

**PROPOSED USE:** Agricultural

**SURROUNDING ZONING AND LAND USE:**

**North:** City B-3: Evergreen Garden Center; City R-1B: single-family residential

**South:** City R-1B: single-family residential

**East:** City B-3: Century Square Associates; City R-3: Ashley Oaks; City R-1B: single-family residential

**West:** City R-1B: vacant; City A-1: vacant

**LAND USE PLAN:** The City's 2030 Land Use Plan recommends Multi-Family land use for this area.

**UTILITIES:** Water and Sanitary sewer are currently available to the property.

**TRANSPORTATION:** The property is located along Lebanon Road, with approximately 1,035 feet of road frontage.

**PHYSICAL CHARACTERISTICS:**

The property totals approximately 99.3 acres in area and fronts Lebanon Road. There is a creek located on the parcel which runs parallel to Lebanon Road. With regard to topography, the property gently slopes upward from the creek then levels out. The southern portion of the property is dedicated to agricultural use, while the northern portion is wooded. Additionally, there is a cellular tower located on the property.

**OPTIONS:**

The Planning Commission's options are as follows:

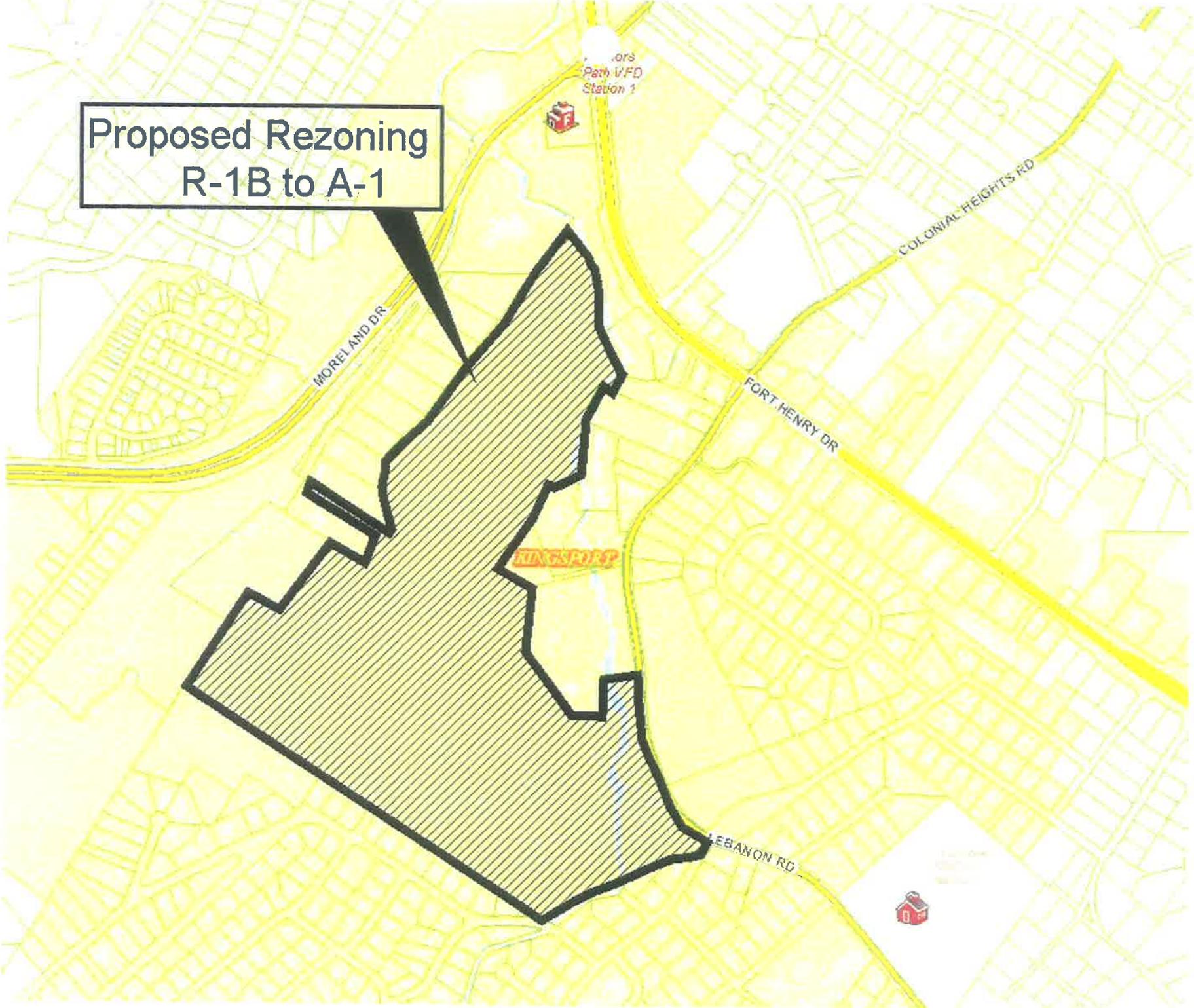
1. Approve the rezoning.
2. Disapprove the rezoning and state the reasons for denial in writing.
3. Postpone action pending receipt of additional information.

**STAFF**

**RECOMMENDATION:** The Kingsport Planning Division recommends Option 1 for the following reasons:

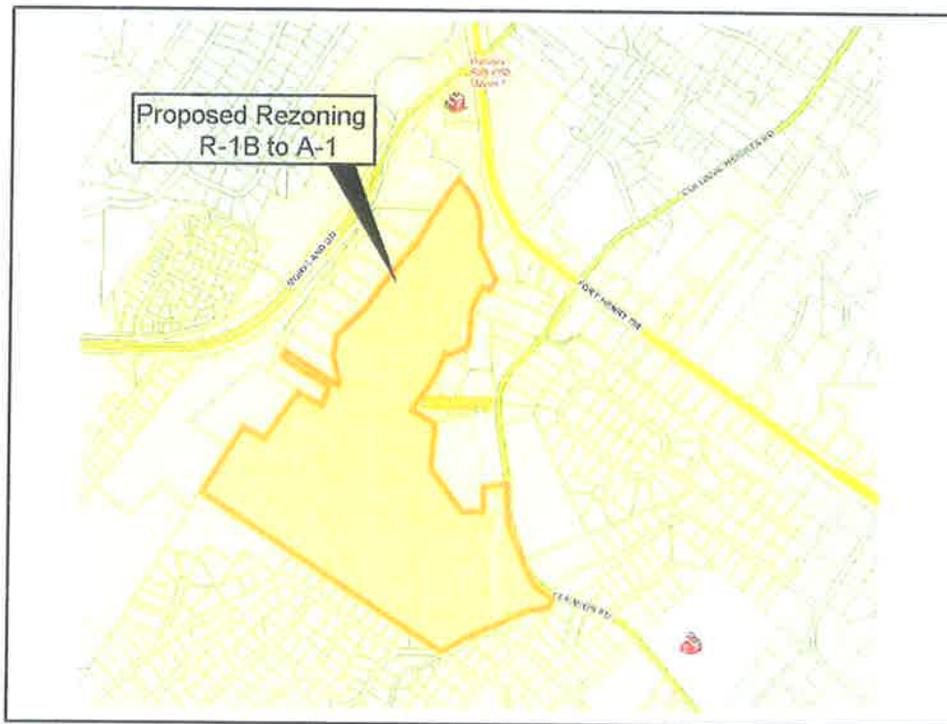
1. A-1 is an appropriate holding zone for the area.
2. Proposed zoning is in keeping with the current and intended land use.
3. Rezoning of the site would be beneficial to the citizens of Kingsport as a whole.

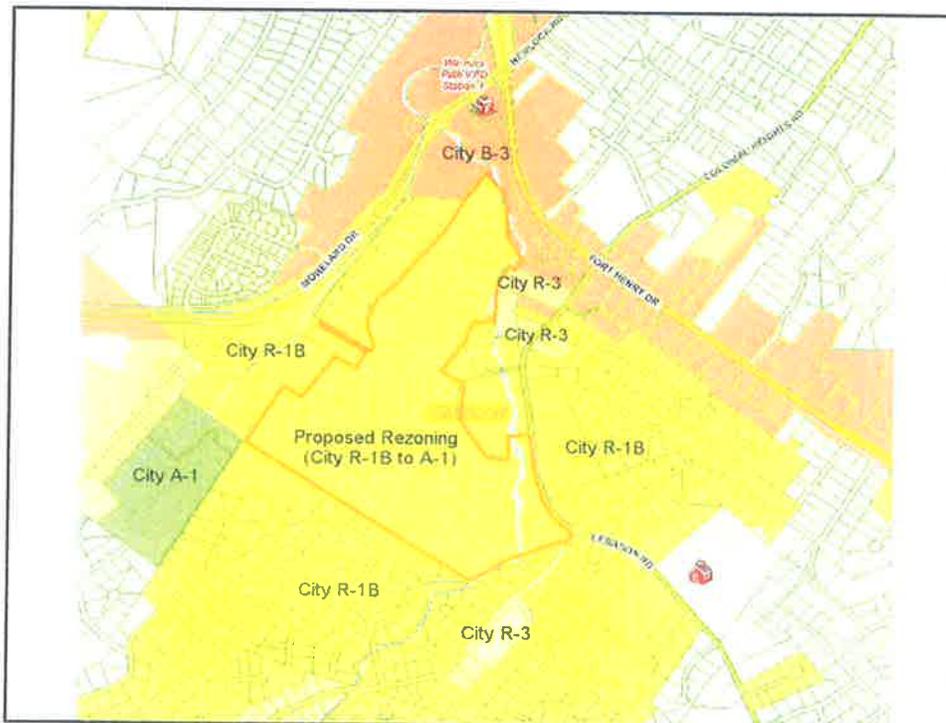
**Proposed Rezoning  
R-1B to A-1**



# Harris Rezoning

Kingsport Regional Planning  
Commission  
January 19, 2012





## Rationale

Staff recommends Option 1 for the following reasons:

1. A-1 is an appropriate holding zone for the area
2. Proposed zoning is in keeping with the current and intended land use
3. Redevelopment of the site would be beneficial to citizens of Kingsport as a whole



**AGENDA ACTION FORM**

**Consideration of a Resolution to Approve the Offer and Authorize the Mayor to Execute all Documents Necessary for Property Acquisition for the Kingsport City School System**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-46-2012  
 Work Session: February 20, 2012  
 First Reading: N/A  
 Final Adoption: February 21, 2012  
 Staff Work By: R. Trent; D. Frye  
 Presentation By: D. Frye

**Recommendation:** Approve the resolution.

**Executive Summary:**

In order to fulfill the Kingsport Board of Education's long range facilities plans, the Board of Education has requested that the Interim Superintendent of Schools, Dr. Dwain Arnold, take the steps necessary to purchase the three parcels of property located at 1808 – 1810 East Center Street. An appraisal of the acquisition was prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and the property appraised for \$150,000.00. The owners of the property, Charles Edson and Judith Sandidge, are willing to sell the property to the city for the amount of \$152,000.00. Upon discussion with Designated Alderman Valerie Joh, it is recommended that the Board of Mayor and Aldermen approve the acquisition in the amount of \$152,000.00.

This project will be funded under #141-7650-871-0715.

**Attachments:**

1. Resolution
2. Purchase Agreement
3. Map of 1808 – 1810 East Center Street

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

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

A RESOLUTION APPROVING AN OFFER AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 1808 – 1810 EAST CENTER STREET

WHEREAS, the city has the opportunity to purchase the real property located at 1808 – 1810 East Center Street to fulfill the Kingsport Board of Education's long range facility plans; and

WHEREAS, such acquisition would be in accordance with the city's acquisition policy.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN as follows:

SECTION I. That pursuant to the appraisal of property indicating the fair market value, the designated alderman is authorized to offer \$152,000.00 for the purchase of the property located at 1808 – 1810 East Center Street, subject to such conditions as deemed appropriate by the designated alderman in consultation with the city attorney, including such conditions as usually required by the city for acquisition of real property.

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, an agreement and all other documents necessary and proper to effectuate the purpose of the agreement, to purchase 1808 – 1810 East Center Street subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport.

SECTION II. That this resolution shall take effect immediately upon its adoption, the public welfare requiring it.

ADOPTED this the 21<sup>st</sup> day of February, 2012.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

## **AGREEMENT**

**THIS PURCHASE AGREEMENT** (herein "Agreement") made and entered into on the date of the notary acknowledgment of the seller's signature between **CHARLES EDSON SANDIDGE and wife, JUDITH B. SANDIDGE**, (hereinafter referred to as the "Seller"), and **THE CITY OF KINGSPORT, TENNESSEE**, a municipality organized under the laws of the State of Tennessee (hereinafter referred to as the "Buyer").

### **WITNESSETH:**

**FOR AND IN CONSIDERATION** of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, including specifically, without limitation, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. **SALE.** Seller agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and take from Seller, subject to the terms and conditions of this Agreement all that real property situate, lying and located at 1808 - 1810 East Center Street, Kingsport, Sullivan County, Tennessee, known as Tax Map 061D; Group D; Parcel's 023.00, 024.00 and 025.00, more particularly described on Exhibit A attached hereto and hereby made a part hereof, together with all improvements and fixtures situated thereon, if any, and also together with all hereditments and appurtenances thereunto belonging or in any way appertaining (the "Real Property").
2. **PURCHASE PRICE.**
  - (a) **Amount.** The purchase price to be paid by Buyer to Seller for the Real Property shall be One Hundred Fifty-Two Thousand and No/100 Dollars (\$152,000.00) (the "Purchase Price").
  - (b) **Terms of Payment.** Subject to the adjustment provided for herein the Purchase Price, less the prorated property taxes as of the date of closing, shall be paid by Buyer to Seller in cash or certified funds payable to Seller on the Closing Date.
3. **CLOSING.** The closing shall occur on or before April 2, 2012, (the "Closing Date"), at a time and location mutually agreed upon by the parties or, upon failure of the parties to agree, at a time and place specified by the Buyer (the "Closing"). Buyer and Seller agree to deliver and execute such other documents as may be reasonable and necessary in the opinion of counsel for Seller and Buyer to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions hereof.
4. **SURVEY.** Immediately upon the execution of this Agreement, Buyer shall, at Buyer's cost, cause a survey and surveyor's certificate, in form sufficient to remove the survey exception from the title insurance binder as more specifically provided in Section 5 hereof, to be prepared on the Real Property by a licensed surveyor acceptable to Buyer. The survey shall be made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title surveys for a Class A survey. Such survey shall show the total area of the Real Property in square feet, easements, if any, location of adjoining streets and rights of way, building setback lines, and such other details as may be required by Buyer. Once prepared, the survey description will replace Exhibit A and will become a part of this Agreement identified as Exhibit A-1, and such survey description shall be insurable (and shall be insured) by the title insurance company. If the survey (i) is for good cause not acceptable to Buyer's title insurance company; or (ii) shows the dimensions of the Real Property to be other than as set forth on Exhibit A; or (iii) shows any materially adverse conditions or matters affecting the Real Property which

are not approved by Buyer, then Buyer, within twenty (20) days from receipt of such survey, shall notify Seller in writing of Buyer's objections to the survey and Seller shall thereupon have twenty (20) days to remove or cure such objections to the satisfaction of the Buyer and the title company. If Seller fails to satisfy such objections with the time specified, Buyer shall have the right to (i) terminate this Agreement; (ii) extend the time period for removing or curing any objectionable item by written notice to Seller; or (iii) close this purchase and sale without reduction in the Purchase Price.

5. **TITLE INSURANCE.** Buyer, at its expense, shall secure an owner's title insurance commitment to issue a title insurance policy insuring Buyer's fee simple interest in the Real Property to the extent of the Purchase Price. The title insurance commitment will be issued by a reputable title insurance company chosen by Buyer and will contain exceptions only for real estate taxes and assessments for the current year which are not yet due and payable, and any other exceptions Buyer may approve in writing. If the commitment contains other exceptions, not acceptable to Buyer, then Buyer shall so notify Seller of such exceptions within twenty (20) days of Buyer's receipt of the commitment, and Seller shall have twenty (20) days from receipt of the Buyer's objections, to resolve such exceptions to the satisfaction of the Buyer. If Seller is unable to cure or resolve such exceptions to Buyer's satisfaction within the time specified, Buyer shall have the right to terminate this Agreement, extend the cure period, or proceed to close this Agreement. In the event Buyer elects to terminate this Agreement pursuant to this Section 5, then this Agreement shall be cancelled and thereafter neither Seller nor Buyer shall have any continuing obligation to each other under this Agreement.

6. **DEED AND TITLE.**

(a) Seller hereby agrees to convey to Buyer a good and marketable fee simple title to the Real Property, without exceptions, except as expressly provided herein, by a good and valid general warranty deed, in statutory form, suitable for recordation. Title to the Real Property shall not be subject to any easements, encumbrances or other exceptions which Buyer, in its sole discretion, deems unacceptable.

(b) In the event, as of the Closing Date, Seller is unable to convey marketable title to the Real Property due to defects in Seller's title, or Seller is unable to convey title due to exceptions Buyer finds unacceptable, then Closing shall be postponed for a reasonable period of time not to exceed 30 days until Seller shall remove said title defects or exceptions. If Seller is unable to cure such title defects or exceptions within said 30 days, this Agreement shall be null and void and there shall be no further obligations between the parties. If Buyer shall waive such title defects or exceptions by so notifying the Sellers in writing, or if Seller shall have cured such defects or exceptions, as provided herein, the obligations of the parties hereunder shall not be affected by reason thereof, there shall be no abatement or reduction of the Purchase Price, and this transaction shall be consummated in accordance with the terms and provisions of this Agreement, except that such title defects or exceptions that are waived by Buyer, if any, shall be set forth as exceptions in the deed.

7. **CONDITION OF PROPERTY.** There has been no storage, disposal, treatment or release of hazardous substances during the period of Seller's ownership, and to the best of Seller's knowledge, the Real Property has not been used, and is not presently being used, and will not through the Closing Date, be used for the storage or disposal of hazardous substances. (The term "hazardous substances" shall have the broadest meaning given under applicable state and federal law, including without limitation that given in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. section 9601 et seq.) Seller is not aware of any facts, conditions or circumstances indicating any form of environmental contamination affecting any properties which are adjacent to the Real Property. There are no encumbrances, liens, or charges of any kind upon the Real Property that will not be satisfied and discharged in full by Seller and released at or before Closing in a form satisfactory to Buyer. There are no contracts, agreements, or arrangements relating to the use and

operation of the Real Property not disclosed herein. Seller represents that there is no pending or threatened litigation that does or will materially and adversely affect the Real Property or its value.

**8. CONDITIONS PRECEDENT.**

Buyer's obligations pursuant to this Agreement are contingent upon and subject to the satisfaction, as of Closing, of each of the following conditions (any of which may be waived in whole or in part in writing by the Buyer at, or prior to Closing):

(1) The results of the title examination report and title insurance commitment described in Section 5 shall be acceptable to Buyer in its sole discretion as of Closing. There shall be no change in the matters reflected in the title insurance commitment described in Section 5 hereof, and there shall not exist any encumbrances or title defects affecting the Real Property not described in such title insurance commitment.

(2) All of the representations, warranties and conditions of Seller set forth in this Agreement shall be true and correct as of the date hereof, and as of the Closing Date, and Seller shall not, on or prior to Closing, have failed to meet, comply with or perform any conditions or obligations on Seller's part required by the terms of this Agreement.

(3) There shall be no change in the matters reflected in the survey described in Section 4 hereof, and there shall not exist any easement, right of way, encroachment, waterway, pond, flood plain, conflict, or a protrusion with respect to the Real Property not shown on the survey.

If any condition specified in this Section 8 is not fully satisfied by Closing, or any extension thereof pursuant to this Agreement, Buyer may, at its option, waive such unsatisfactory condition precedent and consummate this Agreement, or may terminate this Agreement by written notice to Seller, this Agreement shall be cancelled and thereafter neither Seller nor Buyer shall have any continuing obligation to each other under this Agreement. It shall be the right of the Buyer at its sole discretion and upon written notice to the Seller to terminate this Agreement at any time prior to the closing of the property if it shall deem the property not suitable for its needs, and upon such termination, this Agreement shall be cancelled and thereafter neither Seller nor Buyer shall have any continuing obligation to each other under this Agreement.

**9. NOTICE.** Any notice or demand on either party hereunder shall be deemed to have been given when mailed to the other party by Certified Mail, Return Receipt Requested, postage prepaid at the addresses set forth below:

SELLER: Charles Edson & Judith B. Sandidge  
459 Buttermilk Rd E  
Blountville, Tennessee 37617

BUYER: City of Kingsport, Tennessee  
225 West Center Street  
Kingsport, Tennessee 37660  
Attention: J. Michael Billingsley

**10. PRORATIONS.** All real estate taxes and assessments shall be prorated as of the Closing Date, using for such purpose the rate and valuation shown on the latest available tax notice.

11. **EXPENSES OF SELLER.** In closing this transaction, Seller shall be charged with the following:

- (a) The cost of preparation of the warranty deed;
- (b) The fees and expenses of any attorney or other advisor engaged by Seller in connection with this transaction;
- (c) The commission or fees charged by any real estate broker or agent retained or used by the Seller in connection with this transaction; and
- (d) All expenses incurred in connection with the release of any prior existing indebtedness, including without limitation any prepayment penalties; and
- (e) Prorated taxes.

12. **EXPENSES OF BUYER.** In closing this transaction, Buyer shall be charged with the following:

- (a) The cost of any title search and title insurance policy;
- (b) The cost of recording the deed and any transfer tax associated with such deed;
- (c) Any fees charged in connection with any attorney or other advisor engaged by Buyer in connection with this transaction; and
- (d) The cost of the survey provided pursuant to Section 4.

13. **RISK OF LOSS.** The risk of loss or damage to any of the Real Property described above by fire, vandalism, or other casualty shall remain with the Seller until Closing. In the event of such loss before Closing, this Agreement shall be voidable at the option of Buyer. Should Buyer elect to continue with the purchase following such loss or damage before Closing, Buyer shall have the option to (a) negotiate an equitable reduction in the Purchase Price or (b) close this Agreement at the stated Purchase Price and accept all insurance funds and other monies payable to Seller regarding such loss or damage. If action is necessary to recover under any casualty policy, Seller shall cooperate with Buyer in bringing such action in Seller's name and Seller shall reimburse Buyer for the attorney's fees and other expenses incurred by Buyer to pursue such claim.

14. **TIME IS OF THE ESSENCE.** Time is of the essence to the performance of this Agreement.

15. **MERGER CLAUSE.** All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement, representation, express or implied warranties, guarantees, promises, statements, "setups", representation, or information, not embodied in this Agreement, made by the other, or by any agent, employee, servant, or other person representing or purporting to represent the Seller. This Agreement contains the full agreement between the parties and there are no other contracts, express or implied, which are not stated herein.

16. **POSSESSION.** Delivery of possession of the Real Property shall occur at Closing.

17. **CAPTIONS.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

18. **ENTIRE AGREEMENT; MODIFICATIONS.** This written Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Real Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.

19. **CONTROLLING LAW; VENUE.** This Agreement has been made and entered into under the laws of the State of Tennessee, and said laws shall control the interpretation thereof. Venue for any litigation concerning this Agreement shall be filed in the state or federal courts for Sullivan County, Tennessee.

20. **BINDING EFFECT.** All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

21. **FURTHER ACTS.** Each party hereto agrees to do, execute, acknowledge and deliver all such further acts, assignments, transfers, assurances and instruments that may reasonably be required to fully effectuate the transactions contemplated in this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands in duplicate originals the day and year first written above.

**BUYER:**

CITY OF KINGSPORT, TENNESSEE

ATTEST:

\_\_\_\_\_  
James H. Demming, City Recorder

By: \_\_\_\_\_  
Dennis R. Phillips, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Michael Billingsley, City Attorney

**SELLERS:**

\_\_\_\_\_  
Charles Edson Sandidge

\_\_\_\_\_  
Judith B. Sandidge

STATE OF TENNESSEE  
COUNTY OF SULLIVAN

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared the within named bargainor, DENNIS R. PHILLIPS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Mayor of the City of Kingsport, Tennessee, and that he, as the Mayor, executed the foregoing instrument for the purposes therein contained, by signing his name as Mayor.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF TENNESSEE  
COUNTY OF SULLIVAN

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, CHARLES EDSON SANDIDGE and wife JUDITH B. SANDIDGE, the within named bargainers, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledge that they have executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

## EXHIBIT A

### Description of Real Property

Situate, lying and being in the 11<sup>th</sup> Civil District of Sullivan County, Tennessee, and more particularly described as follows:

PARCEL NO. 1: BEGINNING at a point in the northerly sideline of Bristol Highway, S. 74° 40' E., 57.11 feet from the point of intersection of the northerly sideline of Bristol Highway with the southeasterly sideline of Park Street, corner for Lots 1 and 2, Block 3, Highland Park Addition. Thence with the divisional line between Lots 1 and 2, N. 44° 10' E., 150 feet to a point in the southerly sideline of a 12-foot alley, corner for Lots 1 and 2. Thence with said sideline of said 12-foot alley, S. 74° 40' E., 114.22 feet to a point, corner for Lots 3 and 4. Thence with the divisional line between Lots 3 and 4, S. 44° 10' W., 150 feet to a point in the northerly sideline of Bristol Highway, corner for Lots 3 and 4. Thence with the northerly sideline of Bristol Highway, N. 74° 40' W., 114.22 feet to the point of BEGINNING, being all of Lots 2 and 3, Block 3, Highland Park Addition, Kingsport, Tennessee, as shown on map of same made by Fox and Peck, Engineers, of record in the Register's Office for Sullivan County at Blountville, Tennessee, in Deed Book 113 at page 427; and being the same property conveyed to Fred L. Snapp and wife, Dorothy T. Snapp, by deed of record in said Register's office in Deed Book 77-C at page 505, to all of which reference is hereby expressly made. The said Fred L. Snapp is now deceased, and the said Dorothy T. Snapp, the Party of the First Part hereto, has taken title to said property as the surviving tenant by the entirety.

PARCEL NO. 2: BEING the northwesterly part of Lot 4 in Block 3 of Highland Park Addition to Kingsport, Tennessee, as shown by map recorded in the Register's Office for Sullivan County at Blountville, Tennessee; to which reference is made. The part of said lot hereby conveyed fronts 35.85 feet on the northerly side of the Bristol Highway, and runs back to a point on the alley, being triangular in shape; and being the same property conveyed to Dorothy Snapp, being one and the same person as Dorothy T. Snapp, the Party of the First Part, by deed recorded in said Register's Office in Deed Book 222-C at page 789 to all of which reference is hereby expressly made.

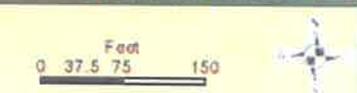
Tax Map 061D; Group D; Parcel's 023.00, 024.00 and 025.00



**Kingsport,  
Tennessee**

- Legend**
- Parcels
  - Possible Purchase
  - City Owned Properties

Prepared by the City of Kingsport  
 Geographic Information System (G.I.S.)  
 Date: 02-08-12  
 Map File Name: 16725wo8371





## AGENDA ACTION FORM

### Consideration of a Resolution Authorizing the Mayor to Execute Right-of-Way Easements with Kingsport Power Company

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-49-2012  
 Work Session: February 20, 2012  
 First Reading: N/A

Final Adoption: February 21, 2012  
 Staff Work By: R. Trent, R. McReynolds  
 Presentation By: R. McReynolds

**Recommendation:** Approve the Resolution.

#### **Executive Summary:**

American Electric Power has requested a right-of-way easement from the city in order to perform street light upgrades in the John B. Dennis/Millye Street area. While the easement is for American Electric Power, it is in the name of its subsidiary, Kingsport Power Company.

#### **Attachments:**

1. Resolution
2. Right-of-Way Sketch and Easement

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A  
RIGHT-OF-WAY EASEMENT WITH KINGSPORT POWER  
COMPANY

WHEREAS, the City of Kingsport has requested American Electric Power perform street lights upgrades to the John B. Dennis/Millye Street area; and

WHEREAS, in order to perform the street light upgrades, American Electric Power has requested that the City of Kingsport execute a Right-of-Way Easement to Kingsport Power Company, a subsidiary of American Electric Power; and

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN, as follows:

SECTION I. 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, a Right-of-Way Easement with Kingsport Power Company.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 21<sup>st</sup> day of February, 2012.

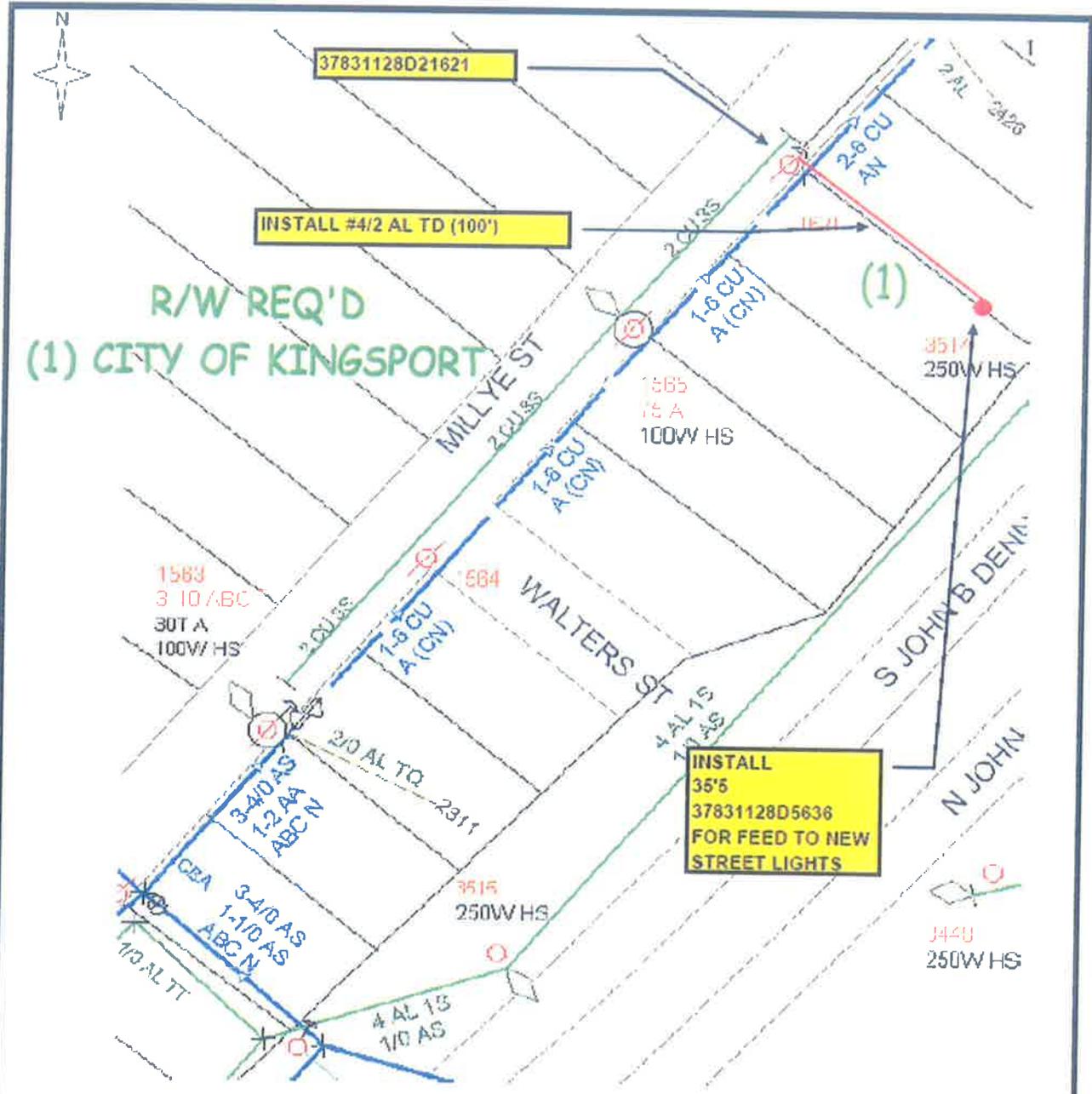
\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Work Order #	<b>DKP0033140</b>	Map Quad/Sect	<b>37831128-D2</b>	Location Grid Number	<b>KE 1</b>
Sta. / Cir Name:	<b>Edens Ridge / Dennis Highway</b>	County:	<b>Sullivan</b>		
Sta. / Cir Code:	<b>0936-01</b>	Xfmer Pole #			
Voltage:	<b>7.2 KV</b>	Phase:	<b>A</b>	Service Pole #	
\$TS#	<b>43519975</b>	RWR#	<b>43519975</b>		
Customer:	<b>AEP/UPGRADE/JB DENNIS LIGHT</b>	Location:	<b>2311 MILLYE ST</b>		
Field Technician / Servicer Assigned:	<b>Robbie Arnold</b>	Phone:			
Phone / Radio #	<b>423-578-2226</b>	Customer Ready Date:	<b>5/1/12</b>	CONTACT NAME:	
Job Type?	<b>Commercial</b>	Right of Way Job Number:	<b>12560004</b>		
By Truck?	<b>Yes - Anytime</b>	Office Technician:	<b>Robbie Arnold</b>	PHONE #	
		Hot Work?	<b>None</b>		

City of Kingsport Eas No. RW Map No. 3783-1128-D  
225 West Center Street W. O. No. W002307901 Job No. 12560004 Prop No. 1  
Kingsport, TN 37660 Line AEP John B Dennis Street Light Upgrade

THIS AGREEMENT, made this 2nd day of February, 20 12, by and between CITY OF KINGSPORT, a municipal corporation organized and existing under the laws of the State of Tennessee, herein called "Grantor", and KINGSPORT POWER COMPANY, a Virginia corporation, herein called "Kingsport",

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid to Grantor by Kingsport, the receipt whereof is hereby acknowledged, Grantor hereby grants, conveys and warrants to Kingsport, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line or lines, and communication lines, in, on, along, through, over, across or under the following described lands of the Grantor situated in 11th Civil District, County of Sullivan, State of Tennessee, and bounded:

- On the North by the lands of City of Kingsport
- On the East by the lands of John B. Dennis
- On the South by the lands of City of Kingsport
- On the West by the lands of Millye Street

This line extends in a Southeasterly direction from Kingsport's existing Pole numbered 1128-D2-1621 to and including new Pole numbered 1128-D2-5636.

In the event Kingsport should remove all of said Kingsport's facilities from the lands of the Grantor, then all of the rights, title and interest of the party of Kingsport in the right of way and easement herein above granted, shall revert to the Grantor, its successors and assigns.

Being a right of way easement over the same property conveyed to Grantors herein by Phillip A. Rickman and Patricia H. Rickman, by deed dated September 15, 1987, and recorded in Sullivan County, Deed Book No. 583C, Page 304.

Map 062P, Group F, CTL Map 062P, Parcel 024.00  
Map 062P, Group F, CTL Map 062P, Parcel 025.00

TOGETHER with the right, privilege and authority to Kingsport, its successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, poles, with wires, cables, crossarms, guys, anchors, grounding systems and all other appurtenant equipment and fixtures (hereinafter called "Kingsport's Facilities"), and string wires and cables, adding thereto from time to time, across, through, or over the above referred to premises; the right to cut down, trim, and/or otherwise control, and at Kingsport's option, remove from said premises, any trees, overhanging branches, buildings or other obstructions which may endanger the safety of, or interfere with the use of Kingsport's Facilities; and the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantor at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith.

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Kingsport Power Company, its successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed the day and year first above written.

CITY OF KINGSPORT

APPROVED AS TO FORM:

CITY ATTORNEY

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Recorder

STATE OF TENNESSEE )  
COUNTY OF \_\_\_\_\_ )

To-wit:

Before me, \_\_\_\_\_ of the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who, upon oath, acknowledged him/herself to be \_\_\_\_\_ Mayor of \_\_\_\_\_, the within named bargainer, a municipal corporation and that he/she as such \_\_\_\_\_ Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by him/herself as \_\_\_\_\_ Mayor.

Witness my hand and official seal in \_\_\_\_\_ County, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 1.00, which amount is equal to or greater than the amount which the property transferred commanded at a fair and voluntary sale.

KINGSPORT POWER COMPANY

By: \_\_\_\_\_

STATE OF TENNESSEE )  
COUNTY OF SULLIVAN )

To-wit:

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_



**AGENDA ACTION FORM**

**Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary to Apply for and Receive an Area Agency on Aging and Disability Grant for FY12-13 to Help Defray the Costs of ADA Transportation and to Provide Wellness, Recreational, and Educational Opportunities for the Members of the Kingsport Senior Center**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager *(Signature)*

Action Form No.: AF-47-2012  
 Work Session: February 20, 2012  
 First Reading: February 21, 2012  
 Final Adoption: February 21, 2012  
 Staff Work By: Shirley Buchanan, Morris Baker  
 Presentation By: Chris McCartt

**Recommendation:** Approve the resolution.

**Executive Summary:**

The First Tennessee Development District's Area Agency on Aging serves as a pass through for funding from the Tennessee Commission on Aging and Disability for Senior Center funding. This funding allows for operational funds for the Kingsport Senior Center. This is federal pass through funding.

The City of Kingsport was approved for FY12-13 in the amount \$33,500. The grant funds are broken down as follows: \$20,000 Senior Center, \$12,000 for Federal Transportation, \$1,500 for Federal Health Promotion.

Ten percent matching funds are required for each line item. These matching funds are provided in the Kingsport Senior Center operating budget.

**Attachments:**

- 1. Resolution

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE GRANT FUNDING FOR FISCAL YEAR 2012-2013 FROM THE AREA AGENCY ON AGING AND DISABILITY

WHEREAS, the Area Agency on Aging and Disability grant for fiscal year 2012-2013 would defray the costs of ADA transportation and to provide wellness, recreational, and educational opportunities for Kingsport Senior Center members; and

WHEREAS, if awarded the \$33,500.00 grant will provide \$20,000.00 for Senior Center operations requiring \$2,000.00 in matching funds; \$12,000.00 for transportation requiring \$1,200.00 in matching funds; and \$1,500.00 for health promotions requiring \$150 in matching funds; and

WHEREAS, the matching funds are provided in the Kingsport Senior Center operating budget;

Now therefore,

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

SECTION I. 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, all documents necessary and proper to apply for and receive an Area Agency on Aging and Disability grant for fiscal year 2012-2013 for Senior Center Operations to defray the costs of ADA transportation, and to provide wellness, recreational, and educational opportunities for Kingsport Senior Center members, in the amount of \$33,500.00 with a match of ten percent required.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 21st day of February, 2012.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



## AGENDA ACTION FORM

### Consideration of a Resolution Authorizing the Mayor to Execute A Lease with James Palmer for City-Owned Real Property Located at 2102 East Center Street

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-44-2012  
 Work Session: February 20, 2012  
 First Reading: N/A

Final Adoption: February 21, 2012  
 Staff Work By: M. Billingsley, A. Marshall  
 Presentation By: Designated Alderman Joh

**Recommendation:** Approve the resolution.

#### **Executive Summary:**

On January 15, 2008, the board voted to lease property the city owns at 2102 East Center Street to long-time Kingsport resident, Mr. James Palmer. This property was purchased by the city in 2000 to accomplish the demolition of a severely dilapidated, connected building located on adjacent property owned by Mr. Edgar Myers (2100 East Center Street). That property will likely be acquired by the city through foreclosure of a lien in excess of \$23,000 for demolition costs, unpaid property taxes and interest. Acquisition of this adjoining lot will result in a marketable parcel of property 50' x 100' in size, which Mr. Palmer would then like to purchase to provide parking for the tenants of his apartment building located across the street.

Mr. Palmer has leased the property on an annual basis for the last three (3) years and has submitted a letter indicating his desire to once again extend the term of the Lease for one (1) year. Designated Alderman Joh has agreed to continue the lease amount of \$480.00 per year and the terms set out in the original lease.

#### **Attachments:**

1. Resolution
2. Palmer Letter
3. Map

Funding source appropriate and funds are available: NA

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

**RESOLUTION NO. 2012-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT FOR PROPERTY AT 2102 EAST CENTER STREET WITH JAMES H. PALMER AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE LEASE**

WHEREAS, Mr. James H. Palmer has requested that the city continue leasing the real property located at 2102 East Center Street to him on the terms and conditions of the previous lease;

WHEREAS, the designated alderman recommends leasing the property to Mr. Palmer on the same terms and conditions as the previous lease.

Now therefore,

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

SECTION I. 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, a lease agreement and any and all other documents necessary and proper to lease the real property located at 2102 East Center Street in Kingsport, Sullivan County, Tennessee to James H. Palmer for the annual lease amount of \$480.00 until January 31, 2013, said lease agreement being as follows:

**REAL ESTATE LEASE**

**THIS LEASE** is made effective as of \_\_\_\_\_, 2012, by and between City of Kingsport, Tennessee, a municipal corporation ("Landlord"), and James H. Palmer ("Tenant"). The parties agree as follows:

- 1. PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a parcel of land, 25' x 100' (the "Premises") located at 2102 East Center Street, Kingsport, Tennessee.
- 2. LEGAL DESCRIPTION.** The legal description for the Premises is: Map 61D, Group F, Parcel 020.00.
- 3. TERM.** The lease term shall be for one (1) year beginning on February 1, 2012 and concluding on January 31, 2013.
- 4. USE.** Tenant shall use the Premises as a parking lot and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.
- 5. LEASE PAYMENTS.** Tenant shall pay to Landlord as rent for said Premises the sum of Four Hundred Eighty and No/100 (\$480.00) per year; the full amount payable in advance by the first day of the lease term. Lease payments shall be made to the

Landlord at City of Kingsport, Customer Service Center, 225 West Center Street, Kingsport, Tennessee 37660.

**6. ALTERATIONS.** All alterations to the Premises must be approved by the Landlord prior to implementation. Approved alterations shall be at the expense of the Tenant and shall become the property of the Landlord upon completion of the lease or in the event of default by the Tenant. The Tenant may remove those alterations which can be removed without damaging or defacing the Premises.

**7. POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

**8. PROPERTY INSURANCE.** Tenant shall each be responsible to maintain appropriate insurance for his interests in the Premises.

**9. LIABILITY INSURANCE.** Landlord is a governmental entity and is subject to the Tennessee Governmental Tort Liability Act, and nothing herein shall be construed as a waiver of the provisions of the Act. Tenant shall maintain liability insurance to the limits established in the Tennessee Governmental Tort Liability Act. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies.

**10. RENEWAL TERMS.** This Lease may be renewed for an additional period of twelve (12) months by the Tenant on notification to the Landlord upon sixty (60) days written notice on the same terms and conditions as herein set forth, except that the rent shall be subject to renegotiation and mutual agreement of the parties.

**11. MAINTENANCE.** Tenant shall have the responsibility to maintain the Premises.

**12. FIRST REFUSAL OPTION.** Landlord hereby grants Tenant a first refusal option to purchase the Premises. This first refusal option is effective upon the execution of this Lease and shall run until the termination of this Lease, including all renewals or extensions thereof and provided Tenant is not in default. Landlord shall give written notice to Tenant of all terms and conditions of any proposed sale during this first refusal option period, shall provide Tenant, upon request, proof under oath by the Landlord to the Tenant of the terms and conditions of the proposed sale, and Tenant shall have thirty (30) days thereafter to exercise this first refusal option upon the same terms and conditions presented. Should the first refusal option not be exercised, Landlord may thereafter consummate a sale to third parties on such terms and conditions of said written notice, provided such sales closes within sixty (60) days after expiration of the thirty (30) day first refusal option period or the declination in writing by the Tenant to exercise the option, whichever is shorter. Should a sale to third parties not close within said sixty (60) days, then the first refusal option procedure shall begin again, and the Tenant shall once again be given notice of the proposed terms and conditions and be given an opportunity to exercise such first refusal option.

**13. DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within ten (10) days (or any other obligation within ten (10) days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay

all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**14. LATE PAYMENTS.** Tenant shall pay a late fee equal to five percent (5%) for each payment that is not paid within ten (10) days after its due date. Due date for rent is February 1 of each year.

**15. HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to the Landlord a lease payment for the Holdover Period equal to the normal payment rate set forth in this Lease, plus five percent (5%).

**16. CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**17. NON-SUFFICIENT FUNDS.** Tenant shall be charged \$30.00 for each check that is returned to Landlord for lack of sufficient funds.

**18. NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing by personal delivery or forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:** City of Kingsport  
225 West Center Street  
Kingsport, Tennessee 37660

**TENANT:** James H. Palmer  
1608 C Street  
Kingsport, Tennessee 37664

Either party may change such addresses from time to time by providing notice as set forth above.

**19. GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Tennessee.

**20. ENTIRE AGREEMENT/AMENDMENT.** This lease contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by both parties obligated under the amendment.

**21. SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**22. WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate originals as of the day and date first above written.

**LANDLORD:**  
CITY OF KINGSPORT, TENNESSEE

**TENANT:**

\_\_\_\_\_  
Dennis R. Phillips, Mayor

\_\_\_\_\_  
James H. Palmer

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Angela Marshall, Deputy City Recorder

\_\_\_\_\_  
J. Michael Billingsley, City Attorney

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 21st day of February, 2012.

\_\_\_\_\_  
DENNIS R. PHILLIPS, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA MARSHALL  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

February 6, 2012

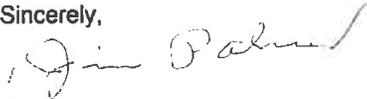
City of Kingsport  
225 West Center Street  
Kingsport, TN 37660

*Re: Real Estate Lease for property located at 2102 East Center Street, Kingsport*

This letter is written to notify the City of Kingsport that I would like to renew the above-referenced Lease with the City for an additional period of at least twelve (12) months as set out in paragraph 10 – Renewal Terms of the Lease. I request the lease term be extended from February 1, 2012 through a period of time deemed acceptable by the City, and that the lease payment remain \$480.00 per year, of which payment has made in full to the City.

Thank you for allowing me to continue to use this property as parking for the tenants of my apartment building.

Sincerely,



James H. Palmer  
1608 C Street  
Kingsport, TN 37664  
(423) 246-2177



**Legend**



© City of Kingsport, Tennessee  
 All Rights Reserved.  
 Map Reference #  
 Date

***City Owned Property***





## AGENDA ACTION FORM

### Consideration of a Resolution Authorizing the Execution of an Amendment to the Agreement with Gordon Food Service and Authorizing the Mayor to Sign all Applicable Documents

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

A handwritten signature in blue ink, appearing to read "John G. Campbell", is written over the printed name of the City Manager.

Action Form No.: AF-57-2012  
 Work Session: February 20, 2012  
 First Reading: N/A

Final Adoption: February 21, 2012  
 Staff Work By: Committee  
 Presentation By: J. Burleson/E. Page

**Recommendation:** Approve the resolution.

**Executive Summary:** At the Board of Mayor and Aldermen meeting of December 21, 2010 a resolution was passed to execute an agreement with Gordon Food Service. This agreement was to establish a continuous supply of 452 items for use by the City of Kingsport School Nutrition Services for the time period of March 1, 2011 – February 29, 2012. The bid documents included an option to renew the agreement for up to three additional years, in one year increments, provided pricing and quality of service are acceptable to the City of Kingsport.

It is now recommended to extend this agreement for the period of March 1, 2012 – February 28, 2013 with no increase in the estimated not to exceed expenditure amount of \$850,000.

Funding will be provided from the School Nutrition Services budget.

**Attachments:**

1. Resolution
2. Renewal Letter from Gordon

Funding source appropriate and funds are available: \_\_\_\_\_

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

A RESOLUTION AUTHORIZING THE RENEWAL OF THE AGREEMENT FOR VARIOUS GROCERY ITEMS FOR USE BY KINGSFORT SCHOOL NUTRITION PROGRAM TO GORDON FOOD SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT AND ANY OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, on December 21, 2010 , the board awarded the bid for 452 various grocery items for various Kingsport City Schools to Gordon Food Service; and

WHEREAS, the bid included an option to renew the agreement for up to three years in one year increments provided the pricing and quality of service were acceptable to the city; and

WHEREAS, it is recommended to renew the agreement with Gordon Food Service for an additional year for the 452 various grocery items for various Kingsport City Schools an estimated cost not to exceed \$850,000.00 for the period of March 1, 2012 through February 28, 2013; and

WHEREAS, funding is provided from the School Nutrition Services budget;

Now therefore,

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

SECTION I. That the renewal of the agreement with Gordon Food Service for 452 various grocery items for various Kingsport City Schools for the period of March 1, 2012 through February 28, 2013, 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, an amendment to the agreement with Gordon Food Service for certain grocery items used by School Nutrition Services, renewing the contract for the period of March 1, 2012 through February 28, 2013, at a cost not to exceed \$850,000.00, and all documents necessary and proper to effectuate the purpose of the contract.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 21st day of February, 2012.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER  
APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



gordon food service

5209 Linbar Drive, Suite 630, Nashville, TN 37211 \* Telephone (615) 315-8019 \* Fax (615) 315-8977

February 7, 2012

Mr. Eddie Page  
City of Kingsport – Procurement Department  
225 W. Center Street  
Kingsport, TN 37660

RE: Agreement for Grocery Items for the City of Kingsport School Nutrition Program

Dear Mr. Page,

Per Section 2 of the referenced contract dated March 1, 2011, Gordon Food Service agrees to extend the agreement through February 28, 2013.

Sincerely,

A handwritten signature in black ink that reads "Tim Reed".

Tim Reed  
Customer Development Specialist  
Gordon Food Service



**AGENDA ACTION FORM**

**Consideration of a Resolution Approving a Fiber Purchase Agreement with Domtar Paper Company, LLC**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-54-2012  
 Work Session: February 20, 2012  
 First Reading: N/A

Final Adoption: February 21, 2012  
 Staff Work By: McReynolds/Hammonds  
 Presentation By: R. McReynolds

**Recommendation:** Approve the resolution.

**Executive Summary:**

In 2006 the board approved an agreement to sell wood chips to Weyerhaeuser. Since that time the city has sold wood chips to Weyerhaeuser and its successor, Domtar Paper Company, LLC. Domtar has requested that the city execute a new fiber purchase agreement. The agreement will allow the city to continue to sell wood chips to Domtar for its use as fuel. This is been a successful venture for both parties. The attached resolution approves the fiber purchase agreement and authorizes the Mayor to execute the agreement on behalf of the city.

**Attachments:**

- Resolution

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

A RESOLUTION APPROVING A FIBER PURCHASE AGREEMENT WITH DOMTAR PAPER COMPANY, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city currently sells woodchips to Domtar pursuant to an agreement in 2007; and

WHEREAS, Domtar has requested that the city execute a new fiber purchase.

Now therefore,

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

SECTION I. That a Fiber Purchase Agreement with Domtar Paper Company, LLC 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, the Fiber Purchase Agreement with Domtar Paper Company, LLC 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:

**FIBER PURCHASE AGREEMENT**

This **FIBER PURCHASE AGREEMENT**, including the Exhibits attached hereto, (the "**Agreement**") is entered into this \_\_\_\_\_ day of February 2012 between City of Kingsport, having a place of business at 225 West Center Street, Kingsport TN ("**Seller**") and DOMTAR PAPER COMPANY, LLC, a Delaware limited liability company having a place of business at 100 Clinchfield Street, Kingsport, TN ("**Buyer**").

RECITALS

- A. Seller has available for sale Boiler Fuel.
- B. Buyer requires or may require the Material, and is desirous of purchasing such Material produced by Seller for its mill situated in.

AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereafter contained, Seller and Buyer agree herein as follows:

**1. TERM AND TERMINATION:**

This Agreement shall be effective as of the date first hereinabove mentioned for a term of one year and shall continue thereafter for successive one year terms, provided that either party may cancel this Agreement at any time by giving thirty (30) days prior written notice to the other.

**2. PURCHASE OF MATERIAL:**

Buyer agrees to purchase and Seller agrees to sell and deliver the materials according to the specifications described in Exhibit "A" (the "**Materials**") to the location described in Exhibit "A", on the terms and conditions contained herein, and such other material as may be mutually designated in writing from time to time. Each and every load of Material delivered by Seller to Buyer during the term of this Agreement (including deliveries pursuant to purchase orders) shall be subject to the terms and conditions of this Agreement.

**3. DELIVERY AND ACCEPTANCE:**

All Material delivered hereunder shall be scaled or weighed at the designated place of delivery. Seller agrees to be bound by such scale, including deductions for Material not meeting Buyer's specifications. Because of the expense to Buyer, Seller agrees that Buyer may dispose of or utilize

Material not meeting the specifications in any manner Buyer chooses without holding such Material for Seller's inspection. Unless otherwise agreed, Buyer shall not pay Seller for any Material not meeting specifications regardless of how such Material is utilized (or disposed of) by Buyer.

Seller understands and agrees that Buyer requires, as a condition of this Agreement, that Seller, or its agents, comply with federal, state and municipality size and weight limitations on loads hauled in any state of travel. Seller agrees to indemnify, defend and hold Buyer and its related companies harmless from all claims or causes of action arising out of Seller's, or its agents, violation of this provision.

#### **4. TITLE AND RISK OF LOSS:**

Title to, all rights of property in, and all risks of loss or damage or destruction to the Material shall pass to Buyer upon completed delivery to the designated location at Buyer's Mill. For purposes of this Agreement, "completed delivery" shall be deemed to mean upon the scaling out by Seller from Buyer's mill.

All Material to be supplied by Seller under this Agreement shall be supplied free and clear of any and all prior claims, security interests, mortgages, liens, charges or any other encumbrances whatsoever.

Unless otherwise agreed, Seller covenants and warrants that all applicable timber taxes, whether in the form of severance tax or otherwise, pertaining to the purchase, sale, severance and delivery of the Material sold hereunder, have been paid or will be paid in accordance with the laws, rules, regulations governing the taxing jurisdiction having authority (if any) over the Material delivered and that all reports, tax forms and other documents required by said authorities have or will be filed in a timely manner.

#### **5. PRICE AND PAYMENT:**

The delivered price and payment schedules for the Material are identified in Exhibit "B". Payment shall be made no later than ten days following the last Sunday of the week in which delivery of Materials was completed unless otherwise set out in Exhibit "B".

#### **6. FORCE MAJEURE:**

The duties of either party hereunder shall be excused to the extent and for the period of time necessitated by the occurrence of any fire, flood, earthquake, other natural disaster, labor dispute, market curtailment, mill shutdown (temporary or permanent), war, direct act or intervention of any government or subdivision thereof, or other event of force majeure beyond the control of any party.

#### **7. WARRANTY; INDEMNITY AND LIMITATION OF LIABILITY:**

Seller agrees to fully warrant title and origin of the Material delivered to Buyer. The Material sold hereunder by Seller shall at all times conform to the Buyer's specifications.

Seller agrees to comply with all state, federal and local laws of and concerning the manufacture of the products being sold pursuant to this Agreement. The Seller, as a political subdivision of the State of Tennessee, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101 *et seq.*, for causes sounding in tort. Further no contract provision requiring a Tennessee political entity to indemnify or hold harmless another party beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly. The Seller's monetary liability is limited to the monetary limits of liability as provided for in Tennessee Governmental Tort Liability Act, T.C.A. Section 29-20-101 *et seq.* No provision of this Agreement shall act or be deemed to be a waiver by the Seller of any immunity or of any provision of the Tennessee Governmental Liability Act T.C.A. Section 29-10-101 *et seq.*

#### **8. INSURANCE:**

Seller is self-insured. Seller agrees to comply with the Tennessee worker's compensation law in the performance of its duties which are a part of the fulfillment of this contract. Seller is self-insured for worker's compensation.

#### **9. COMPLIANCE AND CERTIFICATION:**

Seller agrees to comply with all state, federal and local laws of and concerning the manufacture of the Material being sold pursuant to this Agreement as well as with the certification standards, safety procedures and other standards provided for in Exhibit "C".

#### **10. DEFAULT AND TERMINATION:**

Seller shall be in default under this Agreement if it: (a) fails to deliver Material in compliance with the specifications, certification standards, and delivery dates set forth pursuant to this Agreement or purchase order(s); (b) fails to comply with any other term or condition of this Agreement, including but not limited to any federal, state or municipal legislation or regulation, safety procedures, certification requirement, or other standards provided for in Exhibit "C"; or (c) is adjudicated bankrupt, files for reorganization, becomes insolvent, or if a receiver is appointed for it.

In addition to any other available remedies, in the event Seller is in default, Buyer may (1) immediately suspend this Agreement upon written notice to the Seller and refuse any delivery of

Material and access to its locations until the Seller has cured its default; and (2) terminate this Agreement, upon a 3-day written notice to the Seller. Any such termination will not affect rights or obligations accrued or owed prior to the effective date of the termination notice.

**11. INDEPENDENT CONTRACTOR:**

It is understood by and between the parties hereto that this is an Agreement of sale and purchase and is not in any form to be deemed a partnership between the parties hereto. Seller is an independent contractor.

**12. COUNTERPARTS; DELIVERY BY ELECTRONIC MEANS:**

This Agreement may be executed by the parties by signing a separate counterpart thereof, and all of such executed counterparts shall be treated as fully binding and effective, and for all purposes as an executed original hereof. This Agreement and any communications, notices and exchanges of information pursuant to this Agreement, including signatures, may be delivered by electronic means and shall be treated in all manner and respects as an original document.

**13. ENTIRE AGREEMENT:**

There are no other terms, conditions, or agreements between the parties other than what are set forth herein. Any additional terms to be hereinafter agreed upon shall be in writing and signed by both parties to be binding on them.

**14. ASSIGNMENT:**

This Agreement shall not be assignable by Seller without Buyer's express prior written consent.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above mentioned.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 21st day of February, 2012.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



**AGENDA ACTION FORM**

**Consideration of a Resolution to Enter into a Contractual Agreement with the Tennessee Department of Transportation for Reimbursement of Operating Expenses for FY-12**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-42-2012  
 Work Session: February 20, 2012  
 First Reading: February 21, 2012  
 Final Adoption: February 21, 2012  
 Staff Work By: Jack Qualls/Gary Taylor  
 Presentation By: Chris McCartt

**Recommendation:** Approve the resolution for TDOT Project Number – 825307-S3-011.

**Executive Summary:**

Annually, the City enters into a reimbursement contract with the Tennessee Department of Transportation (TDOT) for the operation of the Kingsport Area Transit Service. The City's total allocation for fiscal year 2011-2012 is \$290,450. Projected State operation reimbursements for the fiscal year is \$290,450.

Additionally, the Federal Transit Administrations (FTA) annual contribution includes \$580,900 for a combined total operating budget of \$1,161,800 for fiscal year 2012. These funds are utilized for the annual operation of fixed-route bus and ADA/Paratransit service. All sources of funding were included in the approved FY 2012 budget for the City of Kingsport.

Federal Transit Authority	\$580,900
Tennessee Dept. of Transportation	\$290,450
City of Kingsport	\$290,450
<b>Total</b>	<b>\$1,161,800</b>

**Attachments:**

- 1) Resolution
- 2) Contract

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

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

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF CITY TRANSIT SYSTEM OPERATING EXPENDITURES FOR FISCAL YEAR 2011-2012

WHEREAS, annually the city enters into a reimbursement contract with the Tennessee Department of Transportation (TDOT) for operation of transit services; and

WHEREAS, the city's total allocation from TDOT for fiscal year 2011-2012 is \$290,450.00; and

WHEREAS, a reimbursement contract with TDOT for must be executed to receive the funds;

Now therefore,

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

SECTION I. 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, a contract with the Tennessee Department of Transportation (TDOT) funds, in the amount of \$290,450.00, for reimbursement of operating expenses for the city transit system services in fiscal year 2011-2012.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 21st day of February, 2012.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF KINGSPORT**

This Grant Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Kingsport, hereinafter referred to as the "Grantee," is for the provision of operating assistance, as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 1562

**A. SCOPE OF SERVICES:**

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. The Grantee shall abide by the provisions of the Federal Transit Administration (FTA) Section 5307 Program, codified by U.S.C. 5307 to provide funds to urbanized areas for transit operating and capital assistance and for transportation-related planning. Specifically, the funds will be used for operating assistance.

**B. CONTRACT PERIOD:**

This Grant Contract shall be effective for the period beginning July 1, 2011, and ending on June 30, 2012. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Ninety Thousand, Four Hundred and Fifty Dollars and No Cents (\$290,450.00). The Grant Budget, attached and incorporated hereto as Attachment One, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Upon progress toward the completion of the work, as described in section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation

Division of Multimodal Transportation Resources  
505 Deaderick Street  
Suite 1800 James K. Polk Building  
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Transportation, Division of Multimodal Transportation Resource Agency.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, and/or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the period of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Unallowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Grantee under this or any contract between the Grantee and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.
- a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the

Grantee acknowledges and agrees that, once said form is received by the State, all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH).

- b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454
- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.
- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.
- D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.17. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall

include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

- D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
- D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected

thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Bennie Nicholson, Transportation Specialist 1  
Division of Multimodal Transportation Resources  
505 Deaderick Street, Suite 1800  
Nashville, Tennessee 37243  
[bennie.nicholson@tn.gov](mailto:bennie.nicholson@tn.gov)  
Telephone # (615) 253-1044  
FAX # (615) 253-1482

The Grantee:

Gary Taylor, Transit Manager  
City of Kingsport  
225 West Center Street  
Kingsport, TN 37660  
[garytaylor@kingsporttn.gov](mailto:garytaylor@kingsporttn.gov)  
Telephone # (423) 224-2612  
FAX # (423) 224-2615

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.

- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.6. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.7. Federal Funding Accountability and Transparency Act (FFATA). This Grant requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
  - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
    - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
    - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant is awarded.
- c. If this Grant is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.8. FTA Compliance. All applicable terms of FTA Master Agreement, dated October 1, 2011 is incorporated herein by reference.
- E.9. T.C.A. Section 13-10-107 Compliance.

- 1) Grantee agrees to proceed expeditiously with and complete the project in accordance with plans approved by the Commissioner of TDOT ("Commissioner");
- 2) Grantee agrees to commence and continue operation of the project on completion of the project and not to discontinue operations or dispose of all or part of the project without Commissioner's prior written approval;
- 3) Grantee agrees to apply for and make reasonable efforts to secure federal assistance for the project, subject to any conditions the Commissioner may require in order to maximize the amounts of such assistance received or to be received for all projects in the State; and
- 4) Grantee agrees to provide Grantee's share of the cost of the project and comply with T.C.A. § 13-10-107(c)(4).

**IN WITNESS WHEREOF,**

**CITY OF KINGSPORT:**

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<b>GRANTEE SIGNATURE</b>	<b>DATE</b>
<b>DENNIS PHILLIPS, MAYOR</b>	

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**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF TRANSPORTATION:**

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<b>JOHN C. SCHROER, COMMISSIONER</b>	<b>DATE</b>
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<b>JOHN REINBOLD, GENERAL COUNSEL</b>	<b>DATE</b>
<b>APPROVED TO FORM AND LEGALITY</b>	

Attachment One

UNIVERSAL MULTIMODAL TRANSPORTATION RESOURCES BUDGET

	STATE SHARE	FEDERAL SHARE*	GRANT CONTRACT	GRANTEE SHARE	TOTAL
<b>SCOPE—CAPITAL</b>					
11.1x.xx Revenue Rolling Stock					
11.2x.xx Transitways / Line					
11.3x.xx Station Stops & Terminals					
11.4x.xx Support Equip / Facilities					
11.5x.xx Electrification / Power Dist.					
11.6x.xx Signal & Communication Equip					
11.7x.xx Other Capital Items					
11.8x.xx State / Programs Administration					
11.9x.xx Transit Enhancements					
12.xx.xx Fixed Guideway					
14.xx.xx New Start					
<b>SCOPE—OPERATING</b>					
30.00.00 Operating Assistance - TDOT					
30.09.01 Operating Assistance - 50% Federal Share	\$290,450.00	\$580,900.00	\$871,350.00	\$290,450.00	\$1,161,800.00
30.09.02 Operating Assistance - Sliding Scale					
30.80.01 Operating Assistance - 80% CMAQ					
<b>SCOPE—RURAL TRANSIT ASST PROGRAM</b>					
43.5x.xx Rural Transit Assistance Program					
<b>SCOPE—PLANNING</b>					
44.00.00 Commuter Trans. Asst Program					
44.1x.xx State Planning & Research					
44.2x.xx Metropolitan Planning					
44.3x.00 Consolidated Planning Grants					
<b>SCOPE—MANAGEMENT TRAINING</b>					
50.xx.xx Management Training					
<b>SCOPE—OVERSIGHT REVIEWS</b>					
51.xx.xx Oversight Review					
<b>SCOPE—RESEARCH PROJECTS</b>					
55.xx.xx Research Projects					
<b>SCOPE—SAFETY &amp; SECURITY</b>					
57.xx.xx Safety and Security					
<b>SCOPE - UNIVERSITY RESEARCH</b>					
70.xx.xx					
<b>SCOPE - Non-Add Scope Codes</b>					
99x-nn					
<b>SCOPE - OTHER</b>					
xx.xx.xx - Other					
<b>GRAND TOTAL</b>	\$290,450.00	\$580,900.00	\$871,350.00	\$290,450.00	\$1,161,800.00

\*Federal share not distributed in this grant contract

**GRANT BUDGET LINE-ITEM DETAIL INFORMATION**

<b>Line Item Detail For: OPERATING</b>	<b>State</b>	<b>Federal</b>	<b>Grant Contract</b>	<b>Grantee</b>	<b>Total Project</b>
30.00.00 Operating Assistance - TDOT	\$290,450.00	\$580,900.00	\$871,350.00	\$290,450.00	\$1,161,800.00
<b>TOTAL</b>	\$290,450.00	\$580,900.00	\$871,350.00	\$290,450.00	\$1,161,800.00



**AGENDA ACTION FORM**

**Consideration of a Resolution Approving an Amendment to the Management Agreement for MeadowView and Authorizing to the Mayor to Execute the Same**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-50-2012  
 Work Session: February 20, 2012  
 First Reading: N/A  
 Final Adoption: February 21, 2012  
 Staff Work By: John Campbell  
 Presentation By: John Campbell

**Recommendation:** Approve the resolution.

**Executive Summary:**

The current management agreement expires at the end of April, 2012. The city and Marriott are nearing completion on the negotiation of a new management agreement for the MeadowView Conference, Resort and Convention Center. Once the negotiations are completed the agreement would pursuant to the board for consideration and approval. The proposed amendment will extend the agreement so that the negotiations may continue of the management agreement. The management agreement is a complex agreement, and it has taken some time to work out the details. The amendment will extend the management agreement to give additional time to complete the negotiations. Except for the expiration date, all terms of the current management agreement will continue during the additional term. The approval for the extension is needed now to avoid the application of any of the WARN Act requirements. The resolution authorizes the Mayor to sign an amendment extending the agreement for an additional 180 days.

**Attachments:**

- Resolution

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

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

A RESOLUTION APPROVING AN AMENDMENT TO THE MANAGEMENT AGREEMENT WITH MARRIOTT HOTEL SERVICES, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, the current management agreement for the MeadowView Conference, Resort and Convention Center expires in April, 2012; and

WHEREAS, the city and Marriott are currently working on a new management agreement; and

WHEREAS, the discussions and negotiations on the new management agreement will not be fully finalized before the possible application of the requirement of the WARN act, so an amendment extending the term is appropriate; and

WHEREAS, except for the expiration date, all terms of the current management agreement will continue during the additional term.

Now therefore,

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

SECTION I. That an amendment extending the term of the Management Agreement with Marriott Hotel Services, Inc. and Kingsport Hotel, L.L.C. for the MeadowView Conference, Resort and Convention Center 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, an amendment to the Management Agreement extending the term of the agreement up to 180 days, said amendment being as follows:

**FIFTH AMENDMENT TO MANAGEMENT AGREEMENT**

This FIFTH AMENDMENT TO MANAGEMENT AGREEMENT (this "Fifth Amendment") is made and entered as of the \_\_\_\_ day of February, 2012, by and among **CITY OF KINGSPORT, TENNESSEE**, a municipal corporation existing under the laws of the State of Tennessee ("City"), **MARRIOTT HOTEL SERVICES, INC.**, a Delaware corporation ("Management Company"), and **KINGSPORT HOTEL L.L.C.**, a Tennessee limited liability company ("Hotel Owner").

RECITALS:

A. City, Management Company and Hotel Owner are parties to that certain Management Agreement, dated as of January 1, 1995, as amended by that First Amendment to Management Agreement dated as of August 6, 2002, that Second Amendment to Management Agreement dated as of May 11, 2009, that Third Amendment to Management Agreement dated as of September 23, 2011 and that Fourth Amendment to Management Agreement dated as of November 15, 2011 (as

amended, the "Management Agreement"), pursuant to which Management Company manages and operates the conference center portion of the MeadowView Marriott Conference Resort and Convention Center (the "Conference Center").

B. Management Company and City are negotiating the terms of a qualified management agreement (the "Qualified Management Agreement"), pursuant to which, if finalized and executed, Management Company would continue to manage and operate the Conference Center.

C. Management Company, Hotel Owner and City desire to amend certain terms, covenants and conditions of the Management Agreement, as set forth below.

NOW, THEREFORE, in consideration of the mutual agreements provided herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions. All capitalized terms not defined in this Fifth Amendment shall have the meanings ascribed to them in the Management Agreement.

2. Term. Pursuant to the Management Agreement, the Operating Term of the Management Agreement commenced on January 1, 1995 and expires on the earlier to occur of: (i) the day prior to the Effective Date (as defined in the Qualified Management Agreement) under the Qualified Management Agreement, or (ii) April 30, 2012 (the "Current Expiration Date").

3. Term Extension. City, Management Company and Hotel Owner hereby agree to extend the Operating Term of the Management Agreement beyond the Current Expiration Date such that the Operating Term shall now expire on the earlier to occur of: (i) the day prior to the Effective Date (as defined in the Qualified Management Agreement) under the Qualified Management Agreement, or (ii) June 30, 2012.

4. Miscellaneous.

(a) Except as expressly modified in this Fifth Amendment, the Management Agreement remains in full force and effect without a waiver or modification, express or implied, of any other rights or remedies of any party whatsoever. This Fifth Amendment may be executed in counterparts, each of which shall be an original and all of which, when taken together, shall constitute one binding agreement. The provisions of this Fifth Amendment are severable, and if any one clause or provision hereof shall be held invalid or unenforceable in whole or in part, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, and not any other clause or provision of this Fifth Amendment.

(b) This Fifth Amendment shall be construed under and shall be governed by the laws of the State of Tennessee.

(c) This Fifth Amendment shall be binding upon and inure to the benefit of the parties hereto and the respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment to Management Agreement as of the day and year first above written.

CITY:  
**CITY OF KINGSPORT, TENNESSEE**  
By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MANAGEMENT COMPANY:**  
**MARRIOTT HOTEL SERVICES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HOTEL OWNER:**  
**KINGSPORT HOTEL L.L.C.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECTION III. That the Mayor is further authorized to make changes to the agreement approved by the Mayor and the City Attorney 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 this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 21st day of February, 2012.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Appointing Commissioner for the Tri-Cities Airport Authority

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager *John G. Campbell*

Action Form No.: AF-48-2012  
 Work Session: February 20, 2012  
 First Reading: N/A  
 Final Adoption: February 21, 2012  
 Staff Work By: J. Campbell/Mayor Phillips  
 Presentation By: Mayor Phillips

**Recommendation:** Approve the resolution.

**Executive Summary:**

The six owners of the Tri-Cities Airport that make-up the Tri-Cities Airport Commission have each passed resolutions to create a Tri-Cities Airport Authority. To proceed from the intent of these resolutions, the Airport Commission has directed Airport staff and legal counsel to initiate the Airport Authority Application process through the Tennessee Secretary of State to create the Tri-Cities Airport Authority.

The process for obtaining a Charter for the Tri-Cities Airport Authority from the Tennessee Secretary of State, as mandated by T.C.A. §§ 42-3-104(a)(3) and 42-3-105 requires that the current owners reappoint/appoint the commissioners who would represent them on the Airport Authority that would come into existence once the Charter is issued. It is up to the governing body of each owner to set the term(s) of the commissioner(s) appointed. The term can be for a year, or years, certain, or could be indefinite, at the pleasure of the governing body, or whatever term the governing body decides.

To apply for the charter for the Authority the governing body of each owner must pass a resolution appointing or re-appointing its commissioners to the Airport Authority, noting the date and place of induction into and taking oath of office (there is no suggested oath contained in the statute), and provide a certified copy of the resolution and recorder's certificate to Patrick Wilson, TCAC Executive Director, for use in finalizing the application for a charter to be submitted to the Tennessee Secretary of State.

**Attachments:**

1. Resolution
2. Recorder's Certificate

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

A RESOLUTION APPROVING THE APPOINTMENT OF  
COMMISSIONERS TO THE TRI-CITIES AIRPORT AUTHORITY

WHEREAS, by Resolution No. 2012-049, the board of mayor and aldermen resolved that a regional airport authority be created to own and operate the Tri-Cities Regional Airport, TNVA; and

WHEREAS, pursuant to T.C.A. § 42-3-104(a)(3), and T.C.A. § 42-3-105, the City of Kingsport, Tennessee, as one of the current owners of the Tri-Cities Regional Airport, TNVA, is entitled to appoint two individuals to serve on the initial Commission of the Regional Airport Authority to be created and known as "Tri-Cities Airport Authority".

Now therefore,

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

SECTION I. That the following individuals are appointed to fill those Airport Authority Commission positions:

1. Ken Maness, 1118 Watauga Street, Kingsport, Tennessee, 37660, a three year term;
2. Parker Smith, PO Box 411 Kingsport, Tennessee 37662, a two year term.

Said appointee(s) shall be considered to have been duly sworn in and inducted into office as of the date of this resolution.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 21st day of February, 2012.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**RECORDER'S CERTIFICATE**

I, JAMES H. DEMMING, City Recorder for the City of Kingsport, Tennessee do hereby certify that the foregoing is a true and correct copy of Resolution No. \_\_\_\_\_ designated as:

"A RESOLUTION APPROVING THE APPOINTMENT OF  
COMMISSIONERS TO THE TRI-CITIES AIRPORT  
AUTHORITY",

which was adopted at the meeting of the board of mayor and aldermen for the City of Kingsport, Tennessee, on the 21<sup>st</sup> day of February, 2012, as same appears of record in my office in Minute Book \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL of the City of Kingsport, Tennessee, this  
the \_\_\_\_\_ day of February, 2012.

\_\_\_\_\_  
JAMES H. DEMMING  
City Recorder

(SEAL)



AGENDA ACTION FORM

Consideration of a Resolution Approving a Renewal of a License Agreement with the Tennessee Department of Transportation for Use of Certain Real Property Beneath the Interstate 26 Bridges

To: Board of Mayor and Aldermen  
From: John G. Campbell, City Manager

Action Form No.: AF-52-2012  
Work Session: February 20, 2012  
First Reading: N/A

Final Adoption: February 21, 2012  
Staff Work By: M. Thompson/C. McCartt  
Presentation By: R. McReynolds

**Recommendation:** Approve the resolution.

**Executive Summary:**

In 2006 the city attorney's office helping entered into a license agreement with the state of Tennessee for parking and greenbelt use for a property between the north shore of the south fork of the Holston River and Netherland Inn road beneath the eye 26 bridge. The city requested renewal of the license agreement for the property at no cost and the state has approved the renewal. A copy of the March 13, 2006 license agreement is attached.

The renewal of the license agreement is for 10 years. The attached resolution approves the renewal of the license agreement and authorizes the mayor to execute the renewal and all documents necessary and proper to effectuate the renewal.

**Attachments:**

- 1. Resolution
- 2. License Agreement
- 3. Map

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

A RESOLUTION AUTHORIZING RENEWAL OF A LICENSE AGREEMENT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION THE PURPOSE OF CONSTRUCTING INSTALLING AND MAINTAINING A GREENBELT TRAIL AND PARKING AREA UNDER THE INTERSTATE 26 BRIDGES OVER THE HOLSTON RIVER AND AUTHORIZING THE MAYOR TO EXECUTE ANY DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE RENEWAL

WHEREAS, the city entered into a license agreement dated March 13, 2006 with the State of Tennessee Department of Transportation to construct, install and maintain a Greenbelt Trail and parking area portions of state right away located under the Interstate 26 bridges between the north shore of the south fork of the Holston River and south of the Netherland Inn road; and

WHEREAS, the city has requested renewal of the license agreement for 10 years at no charge and the state has agreed to such renewal.

Now therefore,

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

SECTION I. That the renewal of the license agreement dated March 13, 2006 with the State of Tennessee Department of Transportation for a term of ten (10) years for use of state right away beneath the Interstate 26 bridges between the north shore of the south fork of the Holston River and Netherland Inn Road 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 a renewal of the license agreement with the State of Tennessee and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the renewal of the license agreement.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 21st day of February, 2012.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

177

**LICENSE AGREEMENT**

**Between**

**STATE OF TENNESSEE and the CITY OF KINGSPORT**

**Regarding**

**THE CITY OF KINGSPORT GREENBELT TRAIL AND PARKING AREA**

This License Agreement is entered into on the 13<sup>th</sup> day of March, 2006, by and between the STATE TENNESSEE, acting by and through its Commissioner of Transportation, hereinafter referred to as "State" and the CITY OF KINGSPORT, Tennessee, hereinafter referred to as "Licensee".

**WITNESSETH:**

WHEREAS, the State is the owner of Interstate 181 (I-181), which includes the two I-181 bridges; and

WHEREAS, the requested area is under the bridges of Interstate 181 and lays to the north of the South Fork of the Holston River and south of Netherland Inn Road; and

WHEREAS, the area under said I-181 bridges and beyond consist of a minimum State-owned Right-of-Way of 115 feet; and

WHEREAS, there is a drainage pipe just south of Netherland Inn Road and thereby, roadway drainage from underneath Netherland Inn Road; and

WHEREAS, the Licensee desires to construct, install and maintain a greenbelt trail on portions of State right-of-way, which passes near the river bank underneath the said I-181 bridges and to also maintain a portion of said right-of-way under the bridges of I-181 from the north bank of the South Fork of the Holston River to Netherland Inn Road, as shown on attached plans, for public parking; and

WHEREAS, the purpose of constructing and maintaining said greenbelt trail and parking area is so that the residents of the City of Kingsport, Tennessee, and the public, in general, might enjoy the benefits of outdoor exercise as well as the natural scenic beauty of a walkway trail and have free public access to said trail; and

WHEREAS, the Licensee, from its own funds or from grant funds, will pay the entire cost of constructing this project and will build said trail and parking area with a goal of preserving the natural beauty of the State's property and of causing as little interference as possible with said property.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained hereinbelow, the parties agree to the following terms and conditions:

1. The State hereby authorizes the Licensee, its contractors or agents to enter upon State right-of-way, at no cost, for the purpose of constructing, installing and maintaining said greenbelt trail and parking area under the bridges of Interstate 181 and requested right-of-way as described and shown on the attached drawings and/or plans, which are incorporated into this Agreement by reference. Any amendment to said plans or drawings must be accepted by the State and, upon acceptance, shall be considered a part of this Agreement.
2. The Licensee agrees that in the construction of said trail and public parking area it shall place bent protection around the columns of Interstate 181 and shall place guardrails in the requested area as set out in the attached plans.
3. The Licensee agrees that there shall be a minimum distance of 3-feet from the face of the column to the back of the guardrail post as is required and shown on said plans.
4. The Licensee agrees to furnish and maintain the proper signage as needed and approved by the Tennessee Department of Transportation in accordance the Manual on Uniform Traffic Control Devices and TDOT traffic control standard.
5. The Licensee agrees that no pre-existing sign, structure or drainage shall be affected by the entrance of the Licensee, its contractors and agents, on State right-of-way for the purpose of this Agreement.
6. The Licensee's use of the State's right-of-way is subject to such previously recorded limitations, restrictions and encumbrances, if any, that may affect these premises.
7. The parties agree that the existing utilities and drainage on, along and under Interstate 181 shall be allowed to exist for the duration of this Agreement and that it shall be the sole responsibility of the Licensee to maintain existing utilities and drainage. Specifically, it shall be the sole responsibility of the Licensee to maintain the drainage pipe and/or system underneath Netherland Inn Road, which acts as roadway drainage.
8. Prior to entering upon State right-of-way for the purpose of this Agreement, the Licensee must obtain an Agreement for Grading on State of Tennessee Right-of-Way from the Maintenance Office, Region 1, Tennessee Department of Transportation; upon execution said Agreement for Grading is incorporated in this License Agreement by reference.
9. The Licensee shall be solely responsible for construction, maintenance and operation of said trail and parking area with no involvement by the State and no cost (with the exception of said TEA-21 grant) to the State.
10. During the construction and maintenance of said trail and parking area, the Licensee shall not cause damage of any kind to the State right-of-way, roadway or shoulders; nor

shall the Licensee block or interfere with normal traffic flow of State roadways, without first obtaining written permission from the Tennessee Department of Transportation.

11. In the event that Interstate 181 and/or the state right-of-way are damaged or negatively affected as a result of the construction, installation, maintenance and operation of said trail and parking area, it shall be the sole responsibility of the Licensee to take the necessary action to correct the problem to the satisfaction of the State.

12. The Licensee shall be solely responsible for any and all damages caused by or arising from the construction, maintenance, existence and use of said trail and parking areas.

13. If the Licensee determines that it can not maintain said trail and public parking area, or fails to maintain said trail and parking area for an unreasonable period of time, the Licensee shall remove said trail and parking area from underneath Interstate 181 and State right-of-way at its own expense and restore the above described right-of-way to its original condition.

14. The Licensee shall assume all liability for third-party claims and damages arising from this agreement and the existence and use of said trail and parking area to the extent permissible under applicable law.

15. The Licensee shall comply with all environmental, structural, construction and traffic control standards and specifications required by TDOT.

16. The Licensee shall comply with all Federal and State laws and regulations applicable to the use and maintenance of said trail and parking areas.

17. If the Licensee fails to perform any obligation under this Agreement, the State shall give the Licensee written notice of its intent to terminate this Agreement.

18. Either party may terminate this Agreement without cause upon giving at least ninety (90) days advance written notice thereof, and the Licensee shall be obligated to close to public use that portion of the said walkway on or written State right-of-way.

19. Upon the termination of this Agreement by either party for any person, it shall be the sole responsibility of the Licensee to remove from underneath I-181 and State right-of-way and roadway said parking area and said greenbelt trail, appendages and any other item carried onto State right-of-way by the Licensee or its agents, and restore said State right-of-way and roadway to its former condition to the satisfaction of the State.

20. This license shall be construed only as a privilege of occupancy by permission of the State to be used exclusively for the purpose of the construction, maintenance and operation of said greenbelt trail and public purposes and benefits as the terms are set out in this Agreement.

21. Both parties to this Agreement understand and agree that the State, in granting this license, does not grant a property interest to said requested area.

22. This license is for a term of five (5) years commencing on the 13<sup>th</sup> day of March, 2006, and expiring on the 13<sup>th</sup> day of March, 2011, unless sooner terminated as hereinafter provided. At the end of said five-year term, the Licensee may apply to State, through its Department of Transportation, for the renewal of said license.

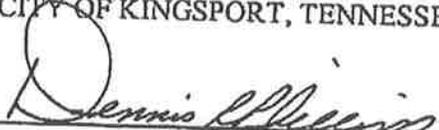
23. This Agreement shall not be binding upon the parties until approved by the appropriate State and City officials as indicated on the signature page of this Agreement.

24. Nothing in this Agreement shall be construed to limit the State's right at any time to enter upon said right-of-way for the purpose of maintaining and/or reconstructing its highway facilities.

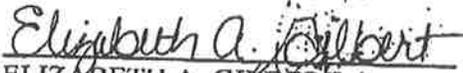
25. The Licensee shall not transfer, convey or assign this license to any other party without prior written approval from the State.

IN WITNESS WHEREOF the parties, acting through their duly authorized officials, have caused this Agreement to be executed on this the 13<sup>th</sup> day of March, 2006.

CITY OF KINGSPORT, TENNESSEE

  
DENNIS R. PHILLIPS, Mayor

ATTEST:

  
ELIZABETH A. GILBERT  
Deputy City Recorder

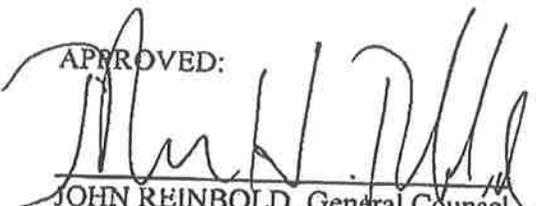
APPROVED AS TO FORM:

  
J. MICHAEL BILLINGSLEY, City Attorney

STATE OF TENNESSEE DEPARTMENT  
OF TRANSPORTATION

  
GERALD F. NICELY, Commissioner

APPROVED:

  
JOHN REINBOLD, General Counsel



RECEIVED  
JAN 12 2012  
CITY ATTORNEY'S OFFICE  
CITY OF KINGSFORT, TN

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

Right-of-Way Division  
SUITE 600, JAMES K. POLK BUILDING  
NASHVILLE, TENNESSEE 37243-0337

JOHN C. SCHROER  
COMMISSIONER

BILL HASLAM  
GOVERNOR

MEMORANDUM

TO: Mr. Paul Degges  
Chief Engineer

THRU: Mr. Jeff Jones *JJ*  
Assistant Chief Engineer

FROM: Mr. Jeff Hoge, Director *JH*  
Right-of-Way Division

DATE: December 5, 2011

SUBJECT: 10-Year License Agreement (Renewal) @ No Cost for Public Use  
Project No. APD-27(6)  
County: Sullivan  
Tract No. 40-42  
Requester: Michael Thompson / the City of Kingsport

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The Excess Land Sub-Committee met recently and discussed the subject request. The City of Kingsport is seeking renewal of the current license to utilize the requested land for parking and a greenbelt trail. The area of the request is beneath the I-26 bridge and between the north shore of the Holston River and Netherland Inn Road. The City of Kingsport wishes to renew the license agreement for this property at no cost for public use.

The Excess Land Sub-Committee recommends the renewal of the license agreement for a period of 10-years at no cost for public use.

Mr. Paul Degges  
December 5, 2011  
Page 2

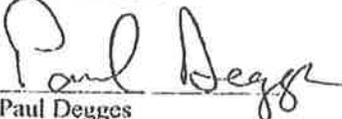
Should you concur in the Committee's recommendation, please sign in the space provided and forward to Commissioner Schroer.

Should you need additional information in regard to this matter, please advise.

JH: gw

cc: Mr. Steve Borden  
Mr. Oliver Farris  
Mr. Tim Webster  
Mr. Michael Thompson / the City of Kingsport

Recommended:

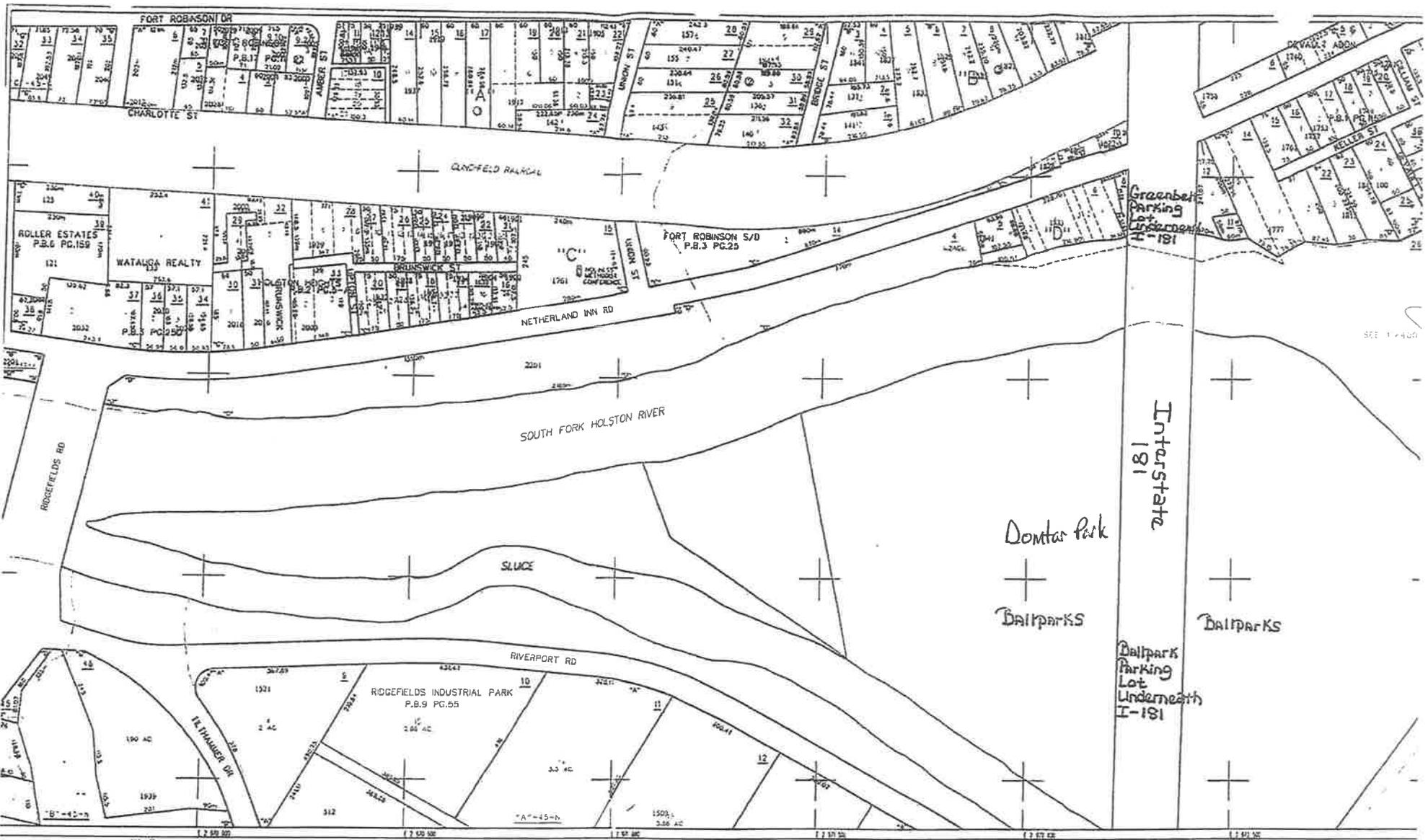
  
Paul Degges  
Chief Engineer

Date: 12/28/11

Approved:

  
John C. Schroer  
Commissioner

Date: DEC 28 2011



THIS MAP WAS PREPARED BY A LICENSED SURVEYOR AND IS SUBJECT TO THE CITY OF MEMPHIS PLANNING DEPARTMENT'S REVIEW AND APPROVAL. THE CITY OF MEMPHIS PLANNING DEPARTMENT IS NOT RESPONSIBLE FOR THE ACCURACY OF THIS MAP. THE USER OF THIS MAP SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CITY OF MEMPHIS PLANNING DEPARTMENT IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS MAP. THE CITY OF MEMPHIS PLANNING DEPARTMENT IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS MAP.

PARCEL BOUNDARY

- PARCEL BOUNDARY
- INTERIOR TOUCH LNC
- DISTRICT JAZ
- PARCEL OUTLINE
- SECTION CORNERS
- ED. LNC
- CONG. LIMITS
- PARCEL A CONTROLLING MAP IN
- CHURCH
- LOT
- SCHOOL
- STATE LNC
- ROAD R/W
- RAILROAD ROW

PLANIMETRIC MAP

- STREAM
- POND
- TRANSMISSION LNC. POLE
- TRANSMISSION LNC. TOWER
- EDGE OF PAVEMENT W/CL
- DRIVE
- HOVE LNC

01 0450	02 0457	03 0458
04 0461	05 0462	06 0463
07 0464	08 0465	09 0466

SHELBY COUNTY, TENNESSEE		MAP NO.
SCALE: 1" = 200'	DRAWN BY:	45K
ALUM. PHOTO SALES 5/8/78	BY STATE PLANNING	
COMPILED: 8/78	AND TRACY BIRD 8/8	
EAST MEMPHIS MAP 2001	CITY OF MEMPHIS	



## AGENDA ACTION FORM

### Consideration of a Resolution Approving a Renewal of a Lease Agreement with the Tennessee Department of Transportation for Use of Certain Real Property Beneath the Interstate 26 Bridges

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

A handwritten signature in blue ink that reads "John G. Campbell".

Action Form No.: AF-53-2012

Work Session: February 20, 2012

First Reading: N/A

Final Adoption: February 21, 2012

Staff Work By: M. Thompson/C. McCart

Presentation By: R. McReynolds

**Recommendation:** Approve the resolution.

#### **Executive Summary:**

Since 1985 the city has leased the property beneath the the Interstate 26 bridges cross the Long Island of the Holston for parking for Domtar Park. The city has requested a renewal of the lease for 15 years at no cost, and the state has approved the renewal of the lease agreement. A copy of a memorandum from the State of Tennessee and a copy of the previous lease agreement is attached.

#### **Attachments:**

1. Resolution
2. State of Tennessee Memorandum
3. Lease Agreement

Funding source appropriate and funds are available: \_\_\_\_\_

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

A RESOLUTION AUTHORIZING RENEWAL OF A LEASE AGREEMENT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION THE PROPERTY BENEATH THE INTERSTATE 26 BRIDGES OVER THE LONG ISLAND OF THE HOLSTON RIVER FOR PARKING AND AUTHORIZING THE MAYOR TO EXECUTE ANY DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE RENEWAL

WHEREAS, the city entered into a lease agreement in 1996 with the State of Tennessee Department of Transportation to lease a right-of-way under the Interstate 26 bridges over the Long Island of the Holston River for parking for Domtar Park; and

WHEREAS, the city has requested renewal of the lease agreement for 15 years at no charge and the state has agreed to such renewal.

Now therefore,

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

SECTION I. That the renewal of the lease of the property under the Interstate 26 bridges crossing the Long Island of the Holston for parking with the State of Tennessee Department of Transportation for a term of fifteen (15) 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 a renewal of the lease with the State of Tennessee and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the renewal of the lease.

SECTION III. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 21st day of February, 2012.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

This Instrument Prepared By:  
State of Tennessee  
Real Estate Management  
15th Floor, Tennessee Tower  
312 - 8th Avenue North  
Nashville, Tennessee 37243-0299

1156  
6/15/96  
Lease of State Owned Land  
Project No. APD-27(6)  
Tract No. 38  
Sullivan County  
Lessee: City of Kingsport, TN

### LEASE OF STATE OWNED LAND

This LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_, 1996,  
between the STATE OF TENNESSEE, acting through the Commissioner of  
Department of Finance and Administration with the approval of the Governor and  
the Attorney General, under the authority of Section 12-2-112 of the Tennessee  
Code Annotated, hereinafter called STATE, and the CITY OF KINGSPORT,  
TENNESSEE, hereinafter called LESSEE:

WITNESSETH, the STATE, for and in consideration of the covenants and  
agreements hereinafter contained and made on the part of LESSEE, does hereby  
lease to LESSEE a certain portion of highway right-of-way, located in the County of  
Sullivan, Tennessee, and more particularly described as follows:

BEGINNING at a point on the existing west right of way line of I-181 at the point of  
intersection with the north limits of a power easement, said point located 76 feet left  
of centerline station 226 + 13; thence with the said existing right of way line North  
00 degrees 49 minutes East 1,160.71 feet to a point on the south bank of the South  
Fork of the Holston River; thence with the said River Bank South 76 degrees 01  
minutes East 156.10 feet to a point on the existing east right of way line; thence  
with the said existing right of way line South 00 degrees 49 minutes West 1,237.47  
feet to a point on the north limits of a power easement; thence with the said power  
easement line North 50 degrees 28 minutes West 189.18 feet to the point of  
BEGINNING.

Containing 3.923 acres.

Being a portion of the property conveyed to the State of Tennessee recorded in  
Deed Book 360C, Page 688, Register of Deeds, Sullivan County, Tennessee.

See TDOT highway plans attached hereto and incorporated herein by reference.

To have and to hold the same for the term of fifteen (15) years commencing  
on the \_\_\_\_\_ day of \_\_\_\_\_, 1996, and expiring on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2011, inclusive unless sooner terminated  
as hereinafter provided.

In consideration of said LEASE and of the covenants and agreements  
hereinafter expressed, it is covenanted and agreed as follows:

1. Lessee shall pay as rent the sum of \$1.00, the receipt of which is  
hereby acknowledged.

2. LESSEE shall use said property for parking only and for no other  
purpose. In so doing, LESSEE shall comply with the regulations of the Tennessee  
Department of Transportation pertaining to entrances onto state highways.  
LESSEE shall be responsible for all development and operational aspects of use.  
It is understood and a condition of this lease that the Lessee may not derive  
revenue from its use of the leased premises

3. Any improvement(s) made pursuant to this LEASE by LESSEE shall be subject to the prior written approval of the STATE. Any improvement(s) to the property shall become the property of the STATE at the STATE's discretion.

4. Said property shall not be used for the manufacture of flammable material, or for the storage of materials or for any other purpose deemed by the STATE or the Federal Highway Administration to be a potential fire hazard or other hazard to the highway. The determination as to whether or not a use constitutes such a hazard shall be in the sole discretion of the STATE or the Federal Highway Administration. The operation and maintenance of said property will be subject to regulation by the STATE to protect against fire or other hazard which could impair the use, safety or appearance of the highway. LESSEE shall provide access, at all times, for firefighters and accompanying equipment.

5. The occupancy of said property by LESSEE shall not be such as would permit hazardous or objectionable smoke, fumes, vapor or odors to affect the highway, or users thereof, or such as would subject the highway to hazardous or objectionable drippings, droppings or discharges of any kind.

6. No junkyard as defined in 23 U.S.C. 136, and in Tennessee Code Annotated Section 54-20-103, shall be hereafter established or maintained on the above described land. No signs, billboards, outdoor advertising structures, or advertisements of any kind as described for in 23 U.S.C. 131, shall be hereafter erected, displayed, placed or maintained on the subject land, except that on-premise signs, displays or devices which indicate ownership and type of on-premise activity may be erected subject to regulation by the STATE and the Federal Highway Administration with respect to number, size, location, lighting and design.

7. Any improvement(s) erected upon said land must be properly maintained in such manner as to cause no interference with traffic and said improvement(s) and area within the right-of-way boundaries shall be kept free of refuse, trash or any other unsightly materials. If said improvement(s) and area are not so maintained in accordance with the standards set by the STATE, such improvement(s) and area shall be brought up to such standards immediately by the LESSEE upon being directed to do so by a representative of the STATE or this LEASE may be terminated at the option of the STATE.

8. The STATE shall, at all times, have the right to enter upon the above described land for the purpose of maintenance and/of reconstruction of its highway facilities.

9. a. The LESSEE, its successors and assigns, shall to the extent permitted by State law indemnify and hold the STATE harmless from any and all claims, costs, damages and judgments arising out of the installation, occupation,

use, maintenance, and operation of the premises pursuant to this LEASE, to assume any and all responsibility and liability therefor, including but not limited to costs and expenses incurred by the STATE in defense of any action, and to discharge any judgment that may be rendered therein. The LESSEE's monetary liability under this indemnity is limited to the monetary limits of liability as provided for in Tennessee Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq. The liability under this indemnification of any successors or assigns of the Grantee shall not be limited by the limits of liability as provided in T.C.A. Section 29-20-101, et seq.

b. The LESSEE, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such protection to the STATE (in the discretion of the STATE) with the monetary limits of the Grantee's insurance not less than the monetary limits of liability provided for in the Tennessee Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq., as it may be from time to time amended. Any successors or assigns of the Grantee agrees to maintain public liability insurance with the limits of said insurance to be no less than the exposure and limits of the STATE's liability under the Claims Commission Statute, T.C.A. Section 9-8-307, as it may be from time to time amended and/or construed by the Claims Commission and the courts and will provide satisfactory evidence of such protection to the STATE. The insurance policy shall include a provision for the insurance company to notify the STATE in writing of any cancellation or change of the policy at least 30 days in advance of the cancellation or changes.

c. The LESSEE agrees that these indemnification provisions shall run with the land and that the Grantee shall not assign its rights hereunder unless the assignee of the assignment agrees to the indemnification obligations contained herein.

10. The leased premises shall not be subleased, transferred, conveyed or assigned to another party without prior written approval from the STATE subject to concurrence by the Federal Highway Administration.

11. The LESSEE's use of said land and space will in no way interfere with the future needs of the STATE in developing or improving its highway facilities.

It is further understood and agreed as follows:

12. This LEASE is valid for a period not to exceed fifteen (15) years from the date of the execution of this instrument; and, except as provided in Provision No. 17 of this LEASE, may be canceled by either party upon thirty (30) days written notice to the other. If canceled by the STATE for reasons other than the violation of conditions herein set forth or if canceled by LESSEE as provided herein, then the annual consideration paid shall be prorated.

13. The LESSEE for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of sex, handicap, race, color, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any facilities, constructed on said property (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of sex, handicap, race, color, or national origin shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination; (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Part 21, Nondiscrimination of Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; Title 49, Code of Federal Regulations, Part 27, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance; and 23 U.S.C. 324. That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to immediately terminate this LEASE and to reenter and repossess said land and the facilities thereon.

14. In the event the LESSEE ceases to use the leased property for the purpose described in Paragraph 2 above or abandons the leased property, the STATE may terminate this LEASE and no proration of the annual consideration paid shall be made in such case.

15. In the event this LEASE is terminated for any reason, and STATE deems it necessary to remove any or all improvement(s) and/or facilities, installed or constructed on the land hereinabove described, LESSEE hereby agrees to remove such improvement(s) and/or facilities within thirty (30) days after notice of termination in a manner prescribed by the STATE and to restore the land to its original condition, all without cost to the STATE. In the event the LESSEE has not complied with this provision within thirty (30) days after notice of termination of this LEASE, the STATE may remove such improvement(s) and/or facilities and restore the land to its original condition and LESSEE shall pay all related costs. LESSEE hereby waives any and all claims against the STATE concerning LESSEE's improvement(s) and/or facilities.

16. A. **Notices:** All notices to be given with respect to this LEASE shall be in writing. Such notices shall be sent by certified mail, postage prepaid, and return receipt requested, to the party to be notified. Each notice shall be deemed to have been given at the time it shall be deposited in the United States

Mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any written notice. Notice to the LESSEE shall be made to the address as follows:

City of Kingsport  
225 W. Center Street  
Kingsport, TN. 37660

B. Address of the STATE: The rental payments herein reserved to the STATE shall be paid and all notices shall be delivered at the following address:

State of Tennessee  
Department of Transportation  
Michael Shinn, Fiscal Director  
James K. Polk Bldg., Suite 800  
505 Deaderick Street  
Nashville, Tennessee 37243

17. This LEASE may be canceled by the STATE, without notice, at the discretion of the STATE, for violation of any of the conditions of this LEASE and no proration of the annual consideration paid shall be made in such case.

18. This LEASE is made subject to any interest that Mead Paper, a division of the Mead Corporation, may have in part or all of the leased premises, which interest is set forth in a judgment of the Law Court of Record in Book 360C, Page 688 in the clerk's office for Sullivan County, Tennessee

IN WITNESS WHEREOF, the parties have executed this LEASE Instrument on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

LESSEE:  
CITY OF KINGSFORT

LESSOR:  
STATE OF TENNESSEE

BY: [Signature]  
TITLE: \_\_\_\_\_

Bob Corker, Commissioner  
Finance & Administration

ATTEST:  
[Signature]  
ANTHONY R. MASSEY, City Recorder

APPROVED:  
Charles W. Burson, Attorney General

APPROVED AS TO FORM:  
[Signature]  
J. MICHAEL BILLINGSLEY, City Attorney

Don Sundquist, Governor

STATE OF TENNESSEE  
COUNTY OF Sullivan

Personally appeared before me, the undersigned, Notary Public for the State and County aforesaid, Ruth C. Montgomery with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged that he/she is the Mayor of Kingsport and that he/she, as Mayor, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the Ruth C. Montgomery by himself/herself as Mayor.

Witness my hand and seal, at office in, this 12th day of June, 1996.

Cristie A. Fleming  
Notary Public

My Commission Expires:  
11-18-98

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public for Davidson County, Bob Corker, Commissioner of Finance and Administration with whom I am personally acquainted and who, upon oath, acknowledged that he is the Commissioner of Finance and Administration and that he as Commissioner, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the State of Tennessee by himself as Commissioner.

Witness my hand and seal at office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

RECEIVED

JAN 12 2012

CITY ATTORNEY'S OFFICE  
CITY OF KINGSFORT, TN



STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
Right-of-Way Division  
SUITE 600, JAMES K. POLK BUILDING  
NASHVILLE, TENNESSEE 37243-0337

JOHN C. SCHROER  
COMMISSIONER

BILL HASLAM  
GOVERNOR

MEMORANDUM

TO: Mr. Paul Degges  
Chief Engineer

THRU: Mr. Jeff Jones *JJ*  
Assistant Chief Engineer

FROM: Mr. Jeff Hoge, Director *JH*  
Right-of-Way Division

DATE: December 5, 2011

SUBJECT: 15-Year Lease Agreement (Renewal) @ No Cost for Public Use  
Project No. APD-27  
County: Sullivan  
Tract No. 38  
Requester: Michael Thompson / the City of Kingsport

The Excess Land Sub-Committee met recently and discussed the subject request. The City of Kingsport is asking for renewal of the current lease. The property has been leased since 1985 with no problems being reported.

The leased property is located beneath the I-26 bridge to the south of the South fork of the Holston River. The area is currently being used by the City of Kingsport as parking supporting Domtar City Park.

Mr. Paul Degges

December 5, 2011  
Page 2

The Excess Land Sub-Committee recommends the renewal of the lease agreement for a period of 15-years at no cost for public use.

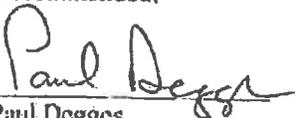
Should you concur in the Committee's recommendation, please sign in the space provided and forward to Commissioner Schroer.

Should you need additional information in regard to this matter, please advise.

JH: gw

cc: Mr. Steve Borden  
Mr. Oliver Farris  
Mr. Tim Webster  
Mr. Michael Thompson / the City of Kingsport

Recommended:

  
Paul Dogges  
Chief Engineer

Date: 12/28/11 —

Approved:

  
John C. Schroer  
Commissioner

DEC 28 2011  
Date: \_\_\_\_\_



**Miles A. Burdine**  
Biography

Miles A. Burdine, a native of Kingsport has been with the Kingsport Tennessee Area Chamber of Commerce since 1994 and was promoted to his present position of President and CEO in 1999. Miles' "other" career is with the United States Marine Corps from which he retired at the rank of Colonel (USMCR) in 2010.

Miles is the husband of Denise and the father of Nikki, Laura and Alyce.

Miles believes...

- That if you ever have to scrub a toilet, you should do so with enthusiasm.
- That adversity is life's greatest teacher.
- In accountability-no excuses.
- That people don't follow titles. They follow courage.

**Olan Jones**  
**Biography**

Olan Jones is the President/CEO of Eastman Credit Union headquartered in Kingsport, Tennessee. Eastman Credit Union is a multi-state credit union that was chartered in 1934 with current assets of \$1.8 billion and over 89,000 members located in 49 states, the District of Columbia and several foreign countries.

Jones was appointed President/CEO of Eastman Credit Union in January 1998, after serving nine months as Chief Operations Officers. Prior to this, he has a 20-year career with Eastman Kodak and Eastman Chemical Company where he worked in many different assignments in corporate Human Resources and Finance.

Jones received a Bachelor of Science and Masters of Business Administration at East Tennessee State University. He has been married for 30+ years to his wife Sylvia. They have two adult children; Sarah, a school teacher who received her BS and Masters at ETSU and Kevin, who is currently working toward his Masters degree at ETSU. He and his family are members of First Broad Street United Methodist Church.

Jones is very involved in both charitable and community organizations. He also currently serves on the board of n numerous regional and national organizations.

**Kenneth H. Maness**

**Biography**

President/General Manager - Tri-Cities Radio Corp. (1981 - 1995)  
President/CEO Bloomington Broadcasting Corp. (1995 - 2000)  
President, Southeast – Citadel Communications Corporation (2000 – 2002)

**Education:**

East Tennessee State University (1966 - 1968)  
NAB Executive Development Program - Harvard Business School (1982)

**Professional Activities:**

President, Associated Press Broadcasters (1993 - 1997)  
Board Member, Associated Press Corporate Board (1991 - 1998)  
Board Member, Tennessee Association of Broadcasters (1983-1987)  
President, Tennessee Association of Broadcasters (1985)  
State Legislative Liaison Chair to Tennessee Congressional Delegation, NAB  
Board of Directors, BankTenn Corp (Bank of Tennessee)

**Community Service:**

President, Rotary Club of Kingsport (1987-1988)  
President, Kingsport Chamber of Commerce (1986)  
Board Member, East TN State University Foundation (1985 - Present)  
Inaugural Steering Committee Member, Roan Scholars Leadership Program, ETSU  
Inaugural Chair, Kingsport Tomorrow (1989-1990)  
President, Greater Tri-Cities Business Alliance (1998 - 2002)  
Member, Boy Scouts of America/Sequoyah Council (1989 - 2005)  
Nature Conservancy of TN Board of Trustees (1990 - 1998)  
Kingsport Board of Mayor and Aldermen (1991 – 1999)  
Vice-Mayor – City of Kingsport, Tennessee (1997 – 1999)  
Chairman – Tri-Cities Regional Airport Commission

**Mike O'Neil**

**Biography**

I am a Kingsport native and Eastman retiree. I have served in numerous volunteer positions and appreciate the opportunity to serve on the Meadowview Advisory Committee.

## **R. Lynn Shipley Jr.**

### **Biography**

R. Lynn Shipley Jr. has been a recognized leader of the banking community in the Tri-Cities area for over 34 years. He is the chairman and chief executive officer of TriSummit Bank. Mr. Shipley led the organization of TriSummit Bank, which opened for business in the Tri-Cities on February 26, 2007.

Mr. Shipley retired from AmSouth Bank (formerly First American Bank) on December 31, 2004. At the time of his retirement, he was president of the Tri-Cities area for AmSouth and chairman of the AmSouth Tri-Cities advisory board of directors. Prior to joining First American, Mr. Shipley began his banking career with Bank of Virginia (now Wachovia) in Bristol, Va.

Mr. Shipley holds a bachelor's degree from East Tennessee State University and has completed studies at the University of Virginia School of Bank Management, in addition to numerous other professional courses. He served in the United States Air Force, receiving an Honorable Discharge in 1970.

He is also graduate of the first Leadership Bristol class and has volunteered in numerous leadership roles, including: past board president of the Kingsport Chamber of Commerce; past president and campaign chair of the United Way of Kingsport; chair of the United Way Allocation and Admissions Committee; President of Girls Inc.; member of the ETSU Foundation's Alumni Board; member of the NES Foundation board; and past president and director of the Bristol Life Saving Crew, which started the Mobile Coronary Care Unit during his tenure.



**AGENDA ACTION FORM**

**Consideration of an Appointment to the Meadowview Resort & Convention Center Advisory Committee**

TO: Board of Mayor and Aldermen  
 FROM: John G. Campbell, City Manager

Action Form No.: AF: 39-2012                      Final Adoption: February 21, 2012  
 Work Session: February 20, 2012              Staff Work By: Alison Harrison  
 First Reading: N/A                                      Presentation By: Mayor Phillips

**Recommendation:**

Approve the appointment.

**Executive Summary:**

R. Wayne Culbertson has agreed to serve a Three (3) year term on the Meadowview Resort & Convention Center Advisory Committee, if approved by the Board of Mayor and Aldermen. Mr. Culbertson's appointment will be effective immediately and will expire January 31, 2015.

**Attachments:**

- Bio

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

**R. Wayne Culbertson**  
Biography

I was born and raised in Kingsport, Sullivan County, Tennessee, attended public schools in Kingsport and graduated from Dobyys-Bennett High School in 1960. I attended ETSU for four years and received a BS degree in Economics and Business Administration in 1964. I entered UT law school in July of 1964 and graduated with a Doctor of Jurisprudence in 1967. After graduating from Law School I entered the private practice of law for a period of one year and then served as Assistant District Attorney from 1968 to 1970. Since resigning from the District Attorney Office I have been in private practice of law in Kingsport specializing in general trial practice.

I served in the Virginia National Guard from 1967 to 1974. I am married to Carolyne Culbertson and have two children, Gregory Parnell and Susannah Culbertson.



**AGENDA ACTION FORM**

**Consideration of an Ordinance Amending Kingsport City Code Section 94-156(a) Pertaining to the Membership of the Sidewalk Board**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No: AF-36-2012  
 Work Session: February 6, 2012  
 First Reading: February 7, 2012

Final Adoption: February 21, 2012  
 Staff Work By: Mayor Phillips/Billingsley  
 Presentation By: Mayor Phillips

**Recommendation:** Approve the ordinance.

**Executive Summary:**

Currently, the Sidewalk Board must include a staff member of the Downtown Kingsport Association and a member of the public at large. Approval of the attached ordinance will delete the requirement of the member from DKA and instead the board will include two members of the public at large. This will allow more flexibility in the appointment process. The ordinance also amends the term of the appointed members, bringing it in line with section 2-6 of the Kingsport City Code, setting the terms of most city boards.

**Attachments:**

1. Ordinance
2. Copy of Kingsport City Code Section 94-156

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—



**AGENDA ACTION FORM**

**Consideration of an Ordinance Amending Kingsport City Code Section 94-156(a) Pertaining to the Membership of the Sidewalk Board**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager *John G. Campbell*

Action Form No.: AF-36-2012  
 Work Session: February 6, 2012  
 First Reading: February 7, 2012  
 Final Adoption: February 21, 2012  
 Staff Work By: Mayor Phillips/Billingsley  
 Presentation By: Mayor Phillips

**Recommendation:** Approve the ordinance.

**Executive Summary:**

Currently, the Sidewalk Board must include a staff member of the Downtown Kingsport Association and a member of the public at large. Approval of the attached ordinance will delete the requirement of the member from DKA and instead the board will include two members of the public at large. This will allow more flexibility in the appointment process. The ordinance also amends the term of the appointed members, bringing it in line with section 2-6 of the Kingsport City Code, setting the terms of most city boards.

**Attachments:**

1. Ordinance
2. Copy of Kingsport City Code Section 94-156

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

**PRE-FILED  
CITY RECORDER**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, SECTION 94-156(a) RELATING TO THE CREATION AND DUTIES OF THE SIDEWALK BOARD; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That Section 94-156(a) of the Code of Ordinances, City of Kingsport, Tennessee, is hereby amended to read as follows:

(a) There is created for the administration of this article the sidewalk board. The sidewalk board shall consist of six members. The city engineer, the director of planning, the director of community services and the director of transportation shall each be an ex officio member of the sidewalk board for whom a designee may act in their absence. The remaining members of the sidewalk board shall be members of the public at large, appointed by the mayor, with the advice and consent of the board of mayor and aldermen, who shall be appointed for a term of three years or until their respective successors are appointed and qualified.

SECTION II. That this ordinance shall take effect from and after the date of its passage as the law directs, the public welfare of the City of Kingsport, Tennessee, requiring it.

\_\_\_\_\_  
DENNIS R. PHILLIPS, MAYOR

ATTEST:

\_\_\_\_\_  
JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PASSED ON 1ST READING \_\_\_\_\_  
PASSED ON 2ND READING \_\_\_\_\_

**Sec. 94-156. Sidewalk board created, duties.**

(a) There is created for the administration of this article the sidewalk board. The sidewalk board shall consist of six members. The city engineer, the director of planning, the director of community services and the director of transportation shall each be an ex officio member of the sidewalk board for whom a designee may act in their absence. The remaining members of the sidewalk board shall be a staff member of the Downtown Kingsport Association and a member of the public at large, appointed by the mayor, with the advice and consent of the board of mayor and aldermen, who shall be appointed for a term of five years or until their respective successors are appointed and qualified.

(b) Members appointed to fill vacancies shall have the same general qualifications required for their predecessors. All appointed members shall be persons of good reputation having diverse interests and who have been actively identified with the development and improvement of the city.

(c) It shall be the duty of the sidewalk board to plan, set priorities and determine areas of city sidewalks that require repair or replacement. The sidewalk board shall determine what areas may have designed sidewalks and what areas may have landscaping, and the sidewalk board shall prepare and keep up to date a citywide sidewalk plan.  
(Code 1981, § 24-71)



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend the FY 2012 General Purpose School Fund Budget.**

To: Board of Mayor and Aldermen  
 From: John G. Campbell, City Manager

Action Form No.: AF-40-2012  
 Work Session: February 6, 2012  
 First Reading: February 7, 2012

Final Adoption: February 21, 2012  
 Staff Work By: David Frye  
 Presentation By: David Frye

**Recommendation:**

Approve the ordinance.

**Executive Summary:**

On February 2, 2012, the Board of Education approved budget amendment number four to the FY 2012 General Purpose School Fund budget. This budget amendment increases the estimate for BEP Revenue and the appropriation for Land Purchase by \$152,000. This will provide funds for the purchase of property located at 1808-1810 East Center Street.

Please see the BOE budget amendment four for more detail.

**Attachments:**

1. Ordinance
2. BOE Budget Amendment Number Four

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the FY 2012 General Purpose School Fund Budget.

To: Board of Mayor and Aldermen  
From: John G. Campbell, City Manager

Action Form No.: AF-40-2012  
Work Session: February 6, 2012  
First Reading: February 7, 2012  
Final Adoption: February 21, 2012  
Staff Work By: David Frye  
Presentation By: David Frye

Recommendation:

Approve the ordinance.

Executive Summary:

On February 2, 2012, the Board of Education approved budget amendment number four to the FY 2012 General Purpose School Fund budget. This budget amendment increases the estimate for BEP Revenue and the appropriation for Land Purchase by \$152,000. This will provide funds for the purchase of property located at 1808-1810 East Center Street.

Please see the BOE budget amendment four for more detail.

Attachments:

- 1. Ordinance
- 2. BOE Budget Amendment Number Four

Funding source appropriate and funds are available: \_\_\_\_\_

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
McIntire	—	—	—
Parham	—	—	—
Segelhorst	—	—	—
Shupe	—	—	—
Phillips	—	—	—

# PRE-FILED CITY RECORDER

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE GENERAL PURPOSE SCHOOL FUND BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2012; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the General Purpose School Fund budget be amended by increasing the estimated revenue for BEP Revenue by \$152,000 and by increasing the appropriations for Property Purchase by \$152,000. This will fund the purchase of property located at 1808-1810 East Center Street.

	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 141: General Purpose School Fund</b>			
<b>Revenues:</b>			
141-0000-338-6511 BEP Revenue.	\$ 22,113,000	\$ 152,000	\$ 22,265,000
<b>Total:</b>	<b>22,113,000</b>	<b>152,000</b>	<b>22,265,000</b>
<b>Expenditures:</b>			
141-7650-871-0715 Capital Outlay-Land Purchase	3,291	152,000	155,291
<b>Total:</b>	<b>3,291</b>	<b>152,000</b>	<b>155,291</b>

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

ATTEST: \_\_\_\_\_  
DENNIS R. PHILLIPS, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES H. DEMMING  
City Recorder

\_\_\_\_\_  
J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: \_\_\_\_\_

PASSED ON 2ND READING: \_\_\_\_\_

February 2, 2012

KINGSPORT CITY SCHOOLS  
FISCAL YEAR 2011-2012  
BUDGET AMENDMENT NUMBER FOUR

**GENERAL PURPOSE SCHOOL FUND**

**ITEM ONE: PROPERTY PURCHASE**

It is being recommended that the Board of Education purchase the property located at 1808-1810 East Center Street for \$152,000. There currently is no appropriation for this purchase. It is recommended that the appropriation for property purchase be increased by \$152,000. These funds will come from increasing the estimate for BEP revenue.

**ITEM ONE: BEP FUNDS**

The current estimate for BEP funds is \$23,113,000. Our final allocation received from the State is \$22,888,000. At this time it is anticipated that Kingsport City Schools will receive approximately \$436,000 in growth funds. If that amount materializes the total BEP revenue for this year would be \$23,324,000. This was \$211,000 more than the current estimate. We will not know the actual amount of the growth funds until we receive the final BEP payment in late June. At this time it is being recommended to increase the estimate for BEP revenue by \$152,000. This may be adjusted at a later date as more information becomes available.

**EFFECTS ON INDIVIDUAL ACCOUNT NUMBERS  
GENERAL PURPOSE SCHOOL FUND**

**REVENUES:**

Account Number

Description

Amount

141-0000-338-6511 BEP Revenue

\$ 152,000

Total Change in Estimated Revenue

152,000

\$

**EXPENDITURES:**

Account Number

Description

Amount

141-7650-871-0715 Capital Outlay – Land Purchase

152,000

Total Change in Budgeted Expenditures

\$ 152,000