



AGENDA

BOARD OF MAYOR AND ALDERMEN REGULAR WORK SESSION

**Monday, April 15, 2013
4:30 p.m.**

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding
Alderman John Clark
Alderman Valerie Joh
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 McCartt, 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. Aquatic Center Update – Frank Brewer
4. Friends and Neighbors Update – Kermit Addington
5. Earth Day – Ryan McReynolds
6. Police Chief Selection Process – John Campbell
7. Review of Items on April 16, 2013 Regular Business Agenda
8. 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

April 15, 2013

Special Projects

Welcome Center

Michael Thompson

April 10, 2013

Charles Blalock & Sons, Inc. is the contractor. TDOT estimates that the remaining work on the site will take until the end of April. The excavation of the storm water retention pond beside Pond Springs Road (east side) is complete, with the pond liner work underway and near completion. The excavated material has been transported from the east side of the site to the west side. Due to this hauling operation, final asphalt paving and pavement markings on the Welcome Center Site and access road has been delayed, but is now underway. Final dress-up work and fencing continues. The painting of the bridge will also happen within the next couple of weeks. The painting of the bridge will also happen within the next couple of weeks. The Welcome Center Building is under a separate contract and the design by Hastings Architecture is complete. The building plans have been reviewed by the State Fire Marshall's office and they have been sent to Federal Highway Administration for review. The schedule is for the Welcome Center building contract to be in an early May bid opening, a June construction start, and completion estimated in December, 2013. Funding for this project was provided through the Appalachian Regional Commission in 2003. Tennessee Department of Transportation will maintain the facility and staffing will be provided by the Tennessee Department of Tourist Development.

Traffic Engineering Building

Tim Elsea

April 10, 2013

Phase 2 bids were opened on March 26, 2013. Staff is meeting with CainRashWest on April 13, 2013 to discuss value engineering options.

Meadowview Wine Production

John Campbell

April 12, 2013

The temporary fence has been removed, and the concrete island has been repaired. Public Works will sweep and pressure wash next week so parking is ready whenever the wine production wants to have their opening.

Carousel

Chris McCartt

April 12, 2013

After further discussion with KVAT personnel, we are putting together a formal agreement for them to review and finalize.

Golf Maintenance Facility

Steve Robbins

April 11, 2013

The Golf Maintenance building is complete and is being used by the Cattails staff. There are a few minor items to complete, such as finishing the security fencing.

The temporary building has been dismantled and the existing chemical storage unit and the temporary security fencing has been removed by the vendors. The curb work at one island has been replaced. All repair work has been completed in the parking lot.

Public Works finished the final paving this week. There are a small number of checklist items being finished as Golf Maintenance has been using the building for several weeks. Fencing can now be finished.

City Departments

Public Works

**Cleek Road Improvements
Phase 2**

Hank Clabaugh

April 10, 2013

Baker's Construction Services is the contractor for this project. The construction contract is for 365 days (November 29, 2012 to November 29, 2013). Cleek Road was closed on December 10, 2012 and will remain closed until the project is completed.

The majority of the stormwater infrastructure for the entire project (except the Orebank Road area) has been completed. The installation of the sanitary sewer is also complete. The contractor has completed the undercutting and building up the new road subgrade on the section of the project from the end of Phase 1 to Reedy Creek. The stream relocation on the south side of Reedy Creek has been completed.

The current focus of construction continues to be the drilling and blasting of the rock ledges/slopes for the new road alignment going up the bluff (south side of Reedy Creek) – especially the upper section, and preparing the new intersection with Orebank Road/Lamberth Street for final grade work.

Filling on the north side of Orebank Road has also started and is ongoing.

Bridge foundation preparation started last week and is ongoing.



Looking South from Reedy Creek

**Cleek Road Improvements
Phase 2 (continued)**

Hank Clabaugh

April 10, 2013



**Approximately one third of way up bluff (between Reedy Creek & Orebank Road) -
Looking S. East**



Intersection of Orebank Road and old Cleek Road. - Looking East



Looking N. West from Lamberth St./Orebank Road intersection

***Engineering Building
Phase 1***

David Mason

April 10, 2013

Phase 1 Renovations will consist of structural repairs to the roof structure, a new roof, installation of the front windows and storefront, and the installation of HVAC units to condition the unfinished space. The contract completion date is May 10, 2013.

The new steel beam and columns are being installed to replace the damaged roof truss that has been removed. The steel reinforcing channels have been installed on truss number 6. The remaining truss members have been inspected by the engineer and were found to be structurally sound. No additional reinforcing will be needed. The new roof membrane has been installed. In preparation for the new electrical service to the building, AEP is planning to replace the deteriorated utility pole in the alley. They will be scheduling a Sunday power outage for the area sometime in the next few weeks.

Fordtown Road Realignment

Michael Thompson

April 10, 2013

Summers-Taylor, Inc. has completed the bridge piers, abutments and the setting of beams. Bridge decking is near completion with current work being the placement of the bridge overhang jacks. Rip-rap armoring of slope below abutments is complete. Existing Fordtown Road will remain closed throughout the project. The grading operations are 90% complete. Storm sewer work is near completion. Waterline work is 85% complete. The grading, storm sewer and waterline work will resume around the first of May. The contract completion date is July 31, 2013. Funding for this project is 80% Federal Surface Transportation funds received through the Kingsport Metropolitan Transportation Planning Organization and 20% City of Kingsport funds. This project is being managed by TDOT but will be a local facility once construction is completed. This project provides a 3-lane roadway with sidewalks from Exit 56 to existing Fordtown Road at the I-26 Bridge over Fordtown Road.

**Sullivan/Clinchfield
Intersection Improvements**

Michael Thompson

April 10, 2013

The start date was September 17, 2012. Initial work was the installation of underground utilities conduit by the contractor and this initial phase was completed November 12, 2012. The utility companies have completed work on installation of underground service lines and removing overhead service lines. The contractor restarted work on December 11, 2012 with the closure of Sullivan Street on each side of Clinchfield until project completion. Clinchfield will remain open to traffic throughout the project. Storm sewer work is complete; waterline installation work is complete. Roadway demolition and subgrade preparation is complete except for the intersection of Sullivan and Clinchfield. Concrete roadway paving is complete on the east side of the project. The second concrete placement in the intersection of Sullivan and Clinchfield has occurred. As soon as concrete has cured adequately, traffic will be shifted onto this concrete to allow for the next (west side) section. Current contractual completion date is April 26, 2013. We do expect an additional time extension request due to the overage in undercutting of unsuitable soils in the road bed. This project includes the widening of Sullivan Street to 3 lanes (10'-11'-10'), an 8' mobility path on the north side, 5' sidewalk on the south side, reconstruction and upgrade of the traffic signals at both Roller Street and Clinchfield Street and related improvements. Funding for this project is 100% local funds.

Rock Springs Road Phase 2

Tim Elsea

April 10, 2013

Design of this project has reached 100% completion with advertisement for bids on March 24, 2013. Construction is anticipated to start in late May or early June, 2013.

Bid Opening
Board Approval

Wednesday April 10, 2013
Tuesday April 16, 2013

Phase 2 consists of completing an improved Rock Springs Road (horizontal and vertical geometry, stormwater, pedestrian mobility and water line upgrades). Phase 2 will begin where Phase 1 ended and continue to the intersection of Cox Hollow Road where State Route 347 turns to the west. We are actively promoting TDOT to approve the section of Rock springs Road to the interstate.

Wilcox Mobility Path

Tim Elsea

April 10, 2013

Phase 1 was completed in July, 2012 at a cost of \$83,825.10. The limits of this project ranged from Martin Luther King Jr. Boulevard to Industry Drive.

Phase 2 has been awarded to Summers-Taylor Inc. at a cost of \$230,118.50. Summers-Taylor has finished grading and is in the process of placing sidewalk (approximately 75% complete with concrete work). The construction contract is 90 days and work includes grading and placing of an 8-foot concrete path from the BP gas station to Meadowview Parkway. This phase is projected to be completed by April 29, 2013.

Phase 3 has been awarded to Tipton Construction at a cost of \$61,323.20. Tipton has finished grading and is in the process of placing sidewalk (approximately 60% complete with concrete work). Construction limits run from the Sluice Bridge to the BP gas station where Phase 2 begins, and involves grading and placing an 8-foot concrete path, with the exception of two parking lots which will be striped. This phase is projected to be completed by May 17, 2013.

Modifications to the traffic pattern at the Riverport Road/Wilcox Drive ramp will be constructed as Phase 4. Three quotes were solicited and Thomas Construction was the low at \$35,000. Work has begun with the retaining wall constructed on April 5, 2013. Remaining work entails a raised concrete island at the top

of the ramp along with some restriping. Ultimately it will result in the removal of the acceleration lane and incorporating a stop condition at the top of the ramp with installation of a 'STOP' sign. It is our plan to have a functional pathway available to the public prior to the Aquatic Center opening. This phase is projected to be completed by May 17, 2013.

Phase 5 design is 90% complete and will fill in the gap between Industry Drive and the Sluice Bridge where Phase 3 begins. Work will include drainage components and placing of a 7-foot wide, 6-inch raised sidewalk on the northwestern shoulder of roadway along with both the Holston River and Sluice Bridges. TDOT has provided some feedback, but staff is still awaiting comments from hydraulics and structures. Full implementation may not occur until after this year's outdoor Aquatic features have closed for the season (due to the timeliness of TDOT's anticipated approval).

**Konnarock/Truxton
Waterline Upgrades**

Chad Austin

April 10, 2013

Contractor: Tipton Construction, Bristol, TN
Contract Price: \$954,062 (10% below estimate)
Schedule: April 1 through August 31

This project will replace approximately 6,000 ft of waterline along Warpath-Konnarock Roads and Truxton Rd with 12" Ductile Iron Pipe. The lines being replaced were originally installed in the 20's and 40's, the same vintage as "Old Faithful". We have had numerous breaks over the past few years which necessitated this project. These waterlines are included in the Master Plan for replacement.

Tipton Construction started construction on April 3 on Konnarock at the Sherwood Rd intersection. Due to the presence of storm sewers and other utilities, progress is slow. They are now moving out into the roadway and the pace should pick up. Work will not begin on Truxton for a few more weeks.



Saw Cut Along Konnarock Road



Excavation at Sherwood/Konnarock



Excavation at Sherwood/Konnarock

Leisure Services

Aquatic Center

Chris McCartt

April 10, 2013

Site work around the outdoor pools continues, with the installation of concrete curbs, light poles, concrete flatwork, and landscaping. The steel framework for the outdoor and indoor slides has been erected, and assembly of the indoor slide tube is underway. Ceramic tile installation is complete in all of the pools and plastering has started. As of April 10th, the plaster in the 50 meter pool is complete and it is being filled with water. The installation of the pool pumps, filters, and equipment in the pump room is substantially complete. The epoxy flooring in the wet areas has been installed, and grinding and polishing of the lobby concrete floors is substantially complete. The casework in the concessions area has been installed, and the main reception counters are being installed. The overall scheduled date of substantial completion is May 9, 2013. The Ribbon Cutting Ceremony has been set for Friday, May 17th at 11:30 a.m. (See pictures on pages 7, 8, & 9.)



Outdoor Aquatics. 4/10/13



Outdoor Aquatics. 4/10/13



Front Lobby. 4/10/13



Front Entrance. 4/10/13



Outdoor Aquatics. 4/9/13



Plastering the 50 meter pool. 4/9/13

Parks and Recreation

Kitty Frazier

April 10, 2013

Lynn View

Football field lighting – LPRF grant project: A lighting ceremony will be held at the Lynn View Community Center on April 27, 2013 at 5:30 p.m. Children's activities and Lynn View Optimist baseball program league games will take place earlier in the afternoon. Everyone is invited to attend the ceremony.

Allandale

Amphitheater project: Friends of Allandale continue with fund raising efforts. All the primary work has been completed on the Amphitheater. Additional funding is required to complete the dressing rooms and light/sound systems.

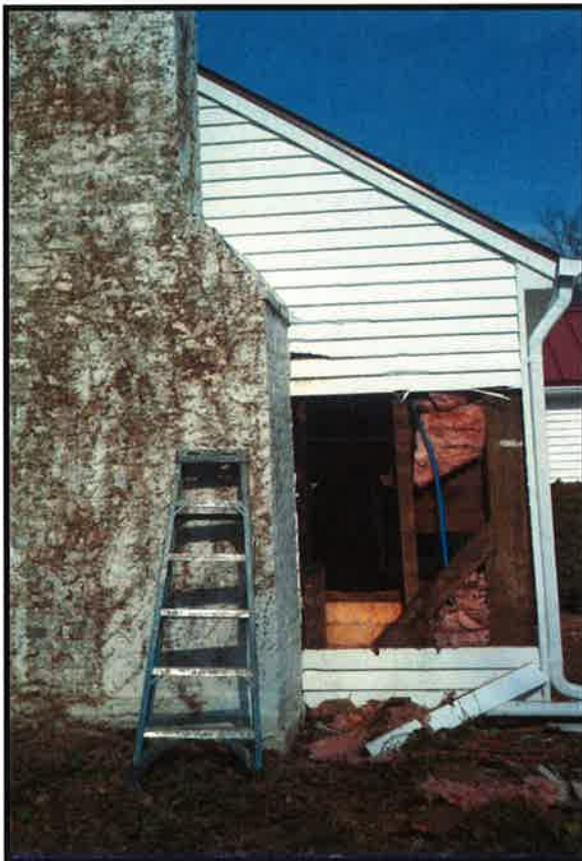
Allandale Amphitheater



Allandale Mansion Repairs: Painting of the Brown House continues. (see photos). On April 8, 2013 there was an accident related to the use of a blow torch, by the painting contractor that caused a fire in the Brown House. Due to quick action by staff and the fire department, damage was kept to a minimum. Allandale operations and public functions were not compromised by the fire damage. A repair and restoration plan for the damaged areas is being developed for execution. (see photo)



Allandale window after repair



Allandale- Brown House fire damage

Public Art (No Updates)

Carousel Project – “Carousel Fine Craft Show” was an outstanding event for both Carousel Project sponsorships and Fine Craft Exhibitors. Funds generated for the Carousel Project exceeded \$90,000. All rounding boards have been sponsored as well as 31 of 33 platform animals and 10 sweep animals. Additional opportunities for active involvement and sponsorship will be announced in April. Funds received to date represent at least 50% of the \$500,000 goal – the purpose of this funding to build the Carousel Building near the Farmer’s Market.

Sculpture Walk 7 – Juror Peggy Townsend of Chattanooga Public Art has selected the Seventh Annual Sculpture Walk Exhibit for Downtown Kingsport. (Photographs attached.) Pieces will be installed the last week in April. On Friday April 26 at noon DKA will host Peggy Townsend for a lunch and lecture regarding ‘Main Terrain’ an interactive public art piece located in an urban park in downtown Chattanooga. On Saturday, April 27, pARTy in the heART of Downtown Kingsport will start at 9 AM with Bagels and Coffee at Star Trails Gallery on Broad Street. Juror Peggy Townsend will lead the Sculpture Walk Tour at 10 AM and then at 11 AM area artists and art organizations will present a vibrant creative community on Market Street. Look for a ‘Joyous’ flash mob around 11:15 AM on Market Street.



Legal

Risk Management

Terri Evans

April 11, 2013

Workers' Compensation Claims – March, 2013

3/11/13 – Schools – Food Service Worker was checking steamer – opened door, steam escaped, burning nose, eyes, chin, lips and cheeks. Medical Only

3/11/13 – Schools – Teacher was breaking up a fight between two girls, torn tendon right shoulder. Surgery scheduled

3/14/13 - Schools – Teacher stood from desk and hit head on technology cabinet, neck/shoulder strain. Medical Only

3/19/13 – Water Maintenance – Repairing water line break, encountered poison ivy – severe reaction. Medical Only

3/27/13 – Schools – Teaching assistant stood on table to hang art work, fell and struck head – Medical Only

3/30/13 – Police – attempting to arrest suspect, broken right hand. 7 days lost time, expected 60 days restricted duty assignments

Budget Office

Financial Comments

Judy Smith

April 11, 2013

Most of the General Fund revenues are still on target. Local Option Sales Tax for February was \$19,400 below budget making the total for the year \$369,600 below budget. Based on a couple of projection techniques, we project to end the year with a deficit of approximately \$590,000. However, we see things that should increase the sales tax in the near future.



AGENDA

BOARD OF MAYOR AND ALDERMEN

REGULAR BUSINESS MEETING

Tuesday, April 16, 2013

Council Room – 2nd Floor, City Hall

7:00 p.m.

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding

Alderman John Clark
Alderman Valerie Joh
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 – John Coates – Pastor – Lynn Garden Baptist Church

III. ROLL CALL

IV. RECOGNITIONS & PRESENTATIONS

1. Boys & Girls Club WALKAround Kingsport Day – Anne Beckelman
2. Palmer Center Foundation Donation

V. APPROVAL OF MINUTES

1. Regular Work Session 04/01/13
2. Regular Business Meeting 04/02/13

VI. COMMUNITY INTEREST ITEMS**AA. PUBLIC HEARINGS**

1. Public Hearing for Annexation Annual Plan of Services Report (AF: 85-2013)
 - Public Hearing

2. Public Hearing and Consideration of an Ordinance to Amend the Code of Ordinances, Article IV, Signs, Section 114-569(13) for the City of Kingsport (AF: 86-2013)
 - Public Hearing
 - Ordinance – First Reading

3. Public Hearing and Consideration of an Ordinance to Amend the Code of Ordinances, Article I. In General, Section 114-1. Definitions for the City of Kingsport (AF: 87-2013)
 - Public Hearing
 - Ordinance – First Reading

4. Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the Shadyside Drive Annexation and Consideration of a Resolution Adopting the Plan of Services (AF: 88-2013)
 - Public Hearing
 - Annexation Ordinance – First Reading
 - Zoning Ordinance – First Reading
 - Resolution

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 a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Danny Karst Related to the Edinburgh Phase 2 Section 2F Development and an Ordinance to Appropriate the Funds (AF: 98-2013)
 - Resolution
 - Ordinance – First Reading

2. Consideration of a Resolution Awarding the Bid for the Rock Springs Road Improvements Phase 2 Project to Thomas Construction Company, Inc. and Authorize the Mayor to Sign all Applicable Documents and a Budget Ordinance Appropriating Available Funds to GP1304 & WA1304 (AF: 76-2013)
 - Resolution
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

None

D. OTHER BUSINESS

1. Consideration of a Resolution Authorizing the Mayor to Execute an Agreement Between the City of Kingsport and the Preston Forest Community Association (AF: 94-2013)
 - Resolution
2. Consideration of a Resolution Approving a Release of Claims and Authorizing the Mayor to Execute the Same (AF: 99-2013)
 - Resolution
3. Consideration of a Resolution to Enter into a Professional Services Agreement with CDMSmith for Design of Raw Water Transmission and Intake Improvements and Authorize the Mayor to Sign All Applicable Documents (AF: 95-2013)
 - Resolution

E. APPOINTMENTS

1. Consideration of a Re-Appointment to the Kingsport Public Library Commission (AF: 93-2013)
 - Approve Re-Appointment

VII. CONSENT AGENDA

1. Consideration of an Ordinance to Amend the General Project Fund, MeadowView Project Fund and the General Project – Special Revenue Project Fund Budgets by Transferring Funds from Various Projects (AF: 84-2013)
 - Ordinance – Second Reading and Final Adoption

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, April 1, 2013, 3:00 PM
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Dennis Phillips
Alderman John Clark
Alderman Valerie Joh

Alderman Mike McIntire
Vice-Mayor Tom C. Parham
Alderman Tom Segelhorst

City Administration

John G. Campbell, City Manager
J. Michael Billingsley, City Attorney
Lisa Winkle, Comptroller/Deputy City Recorder

1. **CALL TO ORDER:** 3:05 p.m. by Mayor Phillips.
2. **ROLL CALL:** By Deputy City Recorder Marshall. Absent: Jantry Shupe.

(Note: Item 4 (CIP Discussion) was addressed first. Item 3 resumed at 4:50 p.m.)

3. WORK SESSION TICKLER. City Manager Campbell provided information on the engineering building bids, not they were not as good as they had liked for them to be. Mayor Phillips questioned the recent work at the Welcome Center that had to be redone. Public Works Director Ryan McReynolds responded, stating there had been issues concerning a detention pond. Alderman Joh asked about the status of the city owned parcel of property on Roller Street. Mr. Campbell stated it has already been declared surplus. The mayor suggested that if it wasn't resolved by the end of April, then the BMA should take it under their jurisdiction and hire an auctioneer to sell it. The board was in agreement for the property to be auctioned by April 30. Assistant to the City Manager Chris McCartt gave an update on the status of hiring lifeguards for the Aquatic Center. Alderman Joh noted the craft show for the carousel went well.

4. WATER/SEWER CIP DISCUSSION. Public Works Director Ryan McReynolds gave a presentation stating the mission was to provide community sustainability and quality growth. He provided details on the master plan for the city's drinking water and how the related projects fit into the CIP schedule. Mr. McReynolds also outlined the strategic plan concerning wastewater and discussed related sewer line projects. There was considerable discussion as staff answered questions posed by board members.

5. REVIEW OF AGENDA ITEMS ON THE APRIL 2, 2013 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:

(Note: Item VI.D.6 was addressed first and the regular agenda followed in order thereafter.)

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, April 1, 2013

VI.D.2 Consideration of a Resolution Adopting an Updated Safety and Health Program, as Required by the Tennessee Occupational Safety and Health Act Through the Tennessee Department of Labor and Workforce Development (AF: 58-2013). Risk Manager Terri Evans stated this documentation was required by Tennessee OSHA. She pointed out there were no major alterations, noting it basically depicted verbiage changes and also reflected updated standards.

VI.D.4 Consideration of a Resolution Authorizing the Mayor to Sign All Documents Necessary and Proper to Enter into an Agreement with PepsiCo for Pouring Rights at the Kingsport Aquatic Center (AF: 89-2013). Assistant to the City Manager Chris McCartt presented this item and provided details on the RFP process. He stated the vendors would provide beverages at the concession stands in the Aquatic Center and had taken a tour of the facility. Pepsico offered the best total package, which included a valuable marketing aspect, such as placing the facility logo on beverage cans and bottles in the local market. Pepsico also provide a variety of healthy options in addition to soft drinks, to include Gatorade, water and juices.

VI.D.5 Consideration of a Resolution Authorizing the Issuance of a Purchase Order to Toter, LLC for the Purchase of Recycling Carts for the New City of Kingsport Automated Curbside Recycling Program (AF: 83-2013). Public Works Director Ryan McReynolds described the new carts, noting they were gray on the bottom like the trash cans, however top would be blue. He stated they planned to utilize the reverse 911 system as part of the communication plan to the public with the goal of a June first roll-out.

VI.D.6 Consideration of a Resolution Approving the Transfer to General Gas the Authority Granted to Tengasco Pipeline Corporation to Operate an Intrastate Gas Pipeline (AF: 91-2013). City Attorney Billingsley gave details on this item, noting he had received a call from Attorney Billy Sanders out of Nashville regarding this issue. He stated the pipeline ran through Hancock County to Eastman and that Tengasco was selling their equity. The Tennessee Regulatory Authority requires the City be made aware of the transfer. Mr. Bill Miller, pipeline operator with Tengasco, stated he would be transferring with the company to General Gas, along with the other employees. Mr. William Coverdale, General Gas, pointed out the line would continue to be used as before and then answered questions from the board.

VI.D.8 Consideration of a Resolution Authorizing the Agreement of the Human Resource and Payroll Software for Kingsport City Schools and Authorize the Mayor to Execute All Applicable Documents (AF: 90-2013). Mr. David Frye, Kingsport City Schools, presented information on this item, pointing out that current Sunguard system has been in place since the 1990's and was designed for city government operating 12 months out of the year. He stated they have had to make it work for school personnel due to the abbreviated yearly school schedule. The new program was developed for K-12 education and would improve the efficiency of human resources and payroll. Mr. Frye then answered questions and provided further details for the board.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of
Kingsport, Tennessee, Monday, April 1, 2013**

BOARD COMMENT. None.

PUBLIC COMMENT. None.

10. ADJOURN. Seeing no other matters presented for discussion at this work session, Mayor Phillips adjourned the meeting at 5:30 p.m.

ANGELA MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, April 2, 2013, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding
Alderman Valerie Joh
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
Lisa Winkle, City Comptroller

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor Dennis R. Phillips.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Alderman Jantry Shupe.
- II.B. **INVOCATION:** Ed Clevinger, Pastor – Grace Covenant Church.
- III. **ROLL CALL:** By City Comptroller Lisa Winkle. Absent: Alderman John Clark.
- IV. **RECOGNITIONS AND PRESENTATIONS.** None.
- V. **APPROVAL OF MINUTES.**

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

- A. April 18, 2013 Regular Work Session
- B. April 19, 2013 Regular Business Meeting

Approved: All present voting “aye.”

VI. **COMMUNITY INTEREST ITEMS.**

AA. **PUBLIC HEARINGS.** None.

A. **PUBLIC COMMENT.** Mayor Phillips invited citizens in attendance to speak about any of the remaining agenda items. There being no one coming forward to speak, the Mayor closed the public comment segment.

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

1. **Consideration of an Ordinance to Amend the General Project Fund, MeadowView Project Fund and the General Project – Special Revenue Project Fund Budgets by Transferring Funds from Various Projects (AF: 84-2013).**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, April 2, 2013**

Motion/Second: Segelhorst/Joh, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND, MEADOWVIEW PROJECT FUND, AND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGETS BY TRANSFERRING FUNDS FROM VARIOUS PROJECTS ; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION. None.

D. OTHER BUSINESS.

1. Consideration of a Resolution Awarding the Bid for the Purchase of One (1) Backhoe to ASC Construction Equipment USA, Inc. (AF: 80-2013). City Manager Campbell noted this was the lowest compliant bid out of four bids. Public Works Director Ryan McReynolds stated since the trade-in value was so low, the old model would be sold on the internet through the govdeals website.

Motion/Second: McIntire/Parham, to pass:

Resolution No. 2013-149, A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF ONE BACKHOE TO ASC CONSTRUCTION EQUIPMENT USA, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

2. Consideration of a Resolution Adopting an Updated Safety and Health Program, as Required by the Tennessee Occupational Safety and Health Act Through the Tennessee Department of Labor and Workforce Development (AF: 58-2013).

Motion/Second: Segelhorst/McIntire, to pass:

Resolution No. 2013-150, A RESOLUTION APPROVING AN UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN

Passed: All present voting "aye."

3. Consideration of a Resolution Awarding the Bid for the Purchase of Sodium Hypochlorite 12.5% to American Development Corporation (AF: 82-2013).

Motion/Second: Segelhorst/Parham, to pass:

Resolution No. 2013-151, A RESOLUTION AWARDING THE BID FOR PURCHASE OF SODIUM HYPOCHLORITE 12.5 PERCENT TO AMERICAN DEVELOPMENT CORPORATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, April 2, 2013**

4. Consideration of a Resolution Authorizing the Mayor to Sign All Documents Necessary and Proper to Enter into an Agreement with PepsiCo for Pouring Rights at the Kingsport Aquatic Center (AF: 89-2013). Assistant to the City Manager Chris McCartt presented details on this item, discussing the available products and services to be provided by Pepsi. He pointed out the added benefit of many healthy options that were available in their product line.

Motion/Second: Joh/Shupe, to pass:

Resolution No. 2013-152, A RESOLUTION APPROVING AN AGREEMENT WITH PEPSI BEVERAGES COMPANY, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

5. Consideration of a Resolution Authorizing the Issuance of a Purchase Order to Toter, LLC for the Purchase of Recycling Carts for the New City of Kingsport Automated Curbside Recycling Program (AF: 83-2013). City Manager Campbell noted this purchase would provide 2,600 carts with a target start date for the program of June first. Public Works Director Ryan McReynolds provided further details, pointing out this would lower the cost of collection while also allowing a broader range of materials to be accepted for recycling. Vice-Mayor Parham noted increased safety for employees was also an added benefit.

Motion/Second: McIntire/Joh, to pass:

Resolution No. 2013-153, A RESOLUTION APPROVING THE PURCHASE OF RECYCLING CARTS FROM TOTER, LLC FOR THE CITY'S AUTOMATED CURBSIDE RECYCLING PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

6. Consideration of a Resolution Approving the Transfer to General Gas the Authority Granted to TENGASCO Pipeline Corporation to Operate an Intrastate Gas Pipeline (AF: 91-2013). City Attorney Billingsley stated this was a transfer of a current gas pipeline that serves one customer. He noted the petition has already been filed with the Tennessee Regulatory Authority and they are awaiting the City's approval.

Motion/Second: McIntire/Parham, to pass:

Resolution No. 2013-154, A RESOLUTION ACKNOWLEDGING AND RATIFYING THE TRANSFER FROM TENGASCO PIPELINE CORPORATION TO GENERAL GAS PIPELINE LLC THE AUTHORITY GRANTED TO TENGASCO PIPELINE CORPORATION IN RESOLUTION NO. 2000-092, AS AMENDED BY THE JOINT STIPULATION APPROVED IN TENNESSEE REGULATORY AUTHORITY DOCKET NO. 00-00537

Passed: All present voting "aye."

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, April 2, 2013

7. **Consideration of a Resolution Awarding the Bid for the Purchase of Chlorine to JCI Jones Chemical, Inc., Hydrofluorisilic Acid to Key Chemical, Inc., Coagulant to Gulbrandsen, Inc. and Zinc Orthophosphate to Carus Corporation (AF: 79-2013).** City Manager Campbell stated this was an annual agreement and there are no price increases from last year.

Motion/Second: Parham/Segelhorst, to pass:

Resolution No. 2013-155, A RESOLUTION RENEWING THE AWARD OF BID FOR PURCHASE OF CHLORINE TO JCI JONES CHEMICAL, INC., FOR HYDROFLOURISILIC ACID TO KEY CHEMICAL, INC., COAGULANT TO GULBRANDSEN MANUFACTURING, INC. AND ZINC ORTHOPHOSPHATE TO CARUS CORPORATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR THE SAME

Passed: All present voting "aye."

8. **Consideration of a Resolution Authorizing the Agreement of the Human Resource and Payroll Software for Kingsport City Schools and Authorize the Mayor to Execute All Applicable Documents (AF: 90-2013).** Alderman Joh noted this allowed each software program to communicate better with each other than what is currently in place. Alderman Segelhorst pointed out it also resulted in greater efficiency for the school system.

Motion/Second: Joh/Segelhorst, to pass:

Resolution No. 2013-156, A RESOLUTION AWARDDING THE BID FOR HUMAN RESOURCE AND PAYROLL SOFTWARE TO SKYWARD, INC. FOR KINGSFORT CITY SCHOOLS; APPROVING AN AGREEMENT FOR SAME AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

E. APPOINTMENTS/REAPPOINTMENTS. None.

VII. CONSENT AGENDA. (These items are considered under one motion.)

Motion/Second: Joh/McIntire, to adopt:

1. **Consideration of an Ordinance to Amend the Water and Sewer Project Fund Budgets by Reallocating from Other Water and Sewer Projects (AF: 65-2013).**

Adopt:

Ordinance No. 6300, AN ORDINANCE TO AMEND VARIOUS WATER AND SEWER PROJECTS FOR THE FISCAL YEAR ENDING JUNE 30, 2013; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Joh, 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, April 2, 2013

2. Consideration of an Ordinance to Amend the FY13 General Purpose School Fund and General Project Fund Budgets (AF: 72-2013).

Adopt:

Ordinance No. 6301, AN ORDINANCE TO AMEND THE FY 2012-13 GENERAL PURPOSE SCHOOL FUND AND GENERAL PROJECT FUND BUDGETS; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

3. Consideration of an Ordinance to Amend the FY13 School Nutrition Fund Budget (AF: 73-2013).

Adopt:

Ordinance No. 6302, AN ORDINANCE TO AMEND THE FY 2012-13 SCHOOL NUTRITION SERVICES FUND BUDGET; AND, TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

VIII. COMMUNICATIONS.

- A. CITY MANAGER.** Mr. Campbell reminded everyone the Farmers Market would be opening tomorrow morning, and on Saturday coffee and doughnuts would be provided there.
- B. MAYOR AND BOARD MEMBERS.** Alderman Joh gave details on the recent successful carousel gala. She stated all of the large animals and rounding boards have been sponsored, but noted some smaller animals still available and donations are appreciated. Alderman Segelhorst thanked Barry Hess, noting Domtar sponsored the cougar. He then congratulated ETSU for their announcement that football would be returning to the school with the help of Phillip Fulmer. Vice-Mayor Parham pointed out the City gets a lot done but has fun doing it, noting another reason why this is a great place to live. At this time, Public Works Director Ryan McReynolds stated spring clean-up started Monday and lasted for the next two weeks. He asked citizens to pile their large items separately from the trash cans by the road.
- C. VISITORS.** Ms. Mary McNabb thanked the Board, noting there is now wi-fi service at the Renaissance Center. She also commented favorably on the carousel gala and the relocation of the Lamplight Theater to downtown. Ms. Barbara Brown commented on the lack of parking at the new Food City and asked the board to look for a solution by trading properties with them. She also stated she did not see the need for a new director of the KNETICS organization, stating all of the groups should join together.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, April 2, 2013**

Mayor Phillips responded that the BMA has an obligation to the citizens of Kingsport to obtain the highest dollar possible for surplus property that is no longer needed by the city and it should not be just given away. He further stated that all transactions such as these were treated the same and fairly, pointing out the city could not give property to one business and not to another one in a similar situation. Regarding KNETICS, the mayor stated there was never an intention to subsidize this organization; however, the board was in agreement that something should be done to recruit and maintain young people in the community.

Considerable discussion ensued regarding the city property adjacent to Food City on Roller Street. Alderman Joh pointed out it has been declared surplus for over a year. City Attorney Billingsley gave details on the process of selling property once it's declared surplus, noting the board has some discretion. Mr. Campbell stated he thought the Board wanted the property auctioned soon and that was the direction he planned on taking. Alderman Joh agreed a public auction would be the best option since there were so many who are interested in it. The Mayor spoke on behalf of the BMA stating the property should be disposed of by April 30. He added if there was a good reason not to do so, then it should be presented at the next business meeting for consideration by the board.

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

ANGELA MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor



AGENDA ACTION FORM

Public Hearing for Annexation Annual Plan of Services Report

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

Action Form No.: AF: 85-2013
 Work Session: April 15, 2013
 First Reading: N/A
 Final Adoption: N/A
 Staff Work By: F. Koder
 Presentation By: F. Koder

Recommendation:

Conduct a Public Hearing and receive comment concerning the Annual Plan of Services Report for unfulfilled Annexation commitments for April 2013.

- Colonial Heights 1 Part A – Ordinance 6013 – Annual Update
- Colonial Heights 1 Part B – Ordinance 6015 – Annual Update
- Colonial Heights 1 Part C – Ordinance 6017 – Annual Update
- Colonial Heights 1 Part D – Ordinance 6019 – Annual Update
- Rock Springs South Area 8B – Ordinance 5869 – Annual Update
- Colonial Heights 4 – Part A – Ordinance 6107 - Annual Update
- Colonial Heights 4 – Part B – Ordinance 6109 - Annual Update
- Colonial Heights 4 – Part C – Ordinance 6111 - Annual Update
- Shipley Ferry West – Ordinance 6115 - Annual Update
- Colonial Heights 3 - Piece – Ordinance 6113 - Annual Update
- North Kingsport Part A – Ordinance 6117 - Annual Update
- North Kingsport Part B – Ordinance 6119 - Annual Update

Executive Summary:

Tennessee Code Annotated 6-51-108 states in part "...upon expiration of six (6) months from the date any annexed territory for which a Plan of Service has been adopted becomes a part of the annexing of the municipality, and annually thereafter until such services have been extended according to such plan, there shall be prepared and published in the newspaper of general circulation in the municipality a report of the progress made in the preceding year... the governing body by municipality shall publish notice of the public hearing on such progress reports and changes, and hold such hearings thereon..." As a result of this statute, and the need to conduct annual public hearings concerning unfulfilled Plan of Service commitments, it is required that the Board of Mayor and Aldermen conduct a public hearing to receive comments concerning the Annual Plan of Service Reports. The Notice of Public Hearing was published March 31, 2013.

Attachments:

1. Notice of Public Hearing
2. Annual Plan of Services Report
3. Plan of Services Spreadsheet
4. Map

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

Funding source appropriate and funds are available: _____

NOTICE OF PUBLIC HEARING

The Kingsport Board of Mayor and Aldermen will conduct a public hearing concerning the ANNUAL PLAN OF SERVICE (POS) REPORT—April, on the following annexation area at its April 16, 2013 regular business meeting at 7:00 P.M. in the courtroom of the City Hall Building, 225 W. Center Street, Kingsport Tennessee.

Annexation Area: Colonial Heights 1 Part A, Ord. No. 6013
Effective Date: 11/26/10
POS, deadline: Water Service & Street Lights

Annexation Area: Colonial Heights 1 Part B, Ord. No. 6015
Effective Date: 11/26/10
POS, deadline: Water Service & Street Lights

Annexation Area: Colonial Heights 1 Part C, Ord. No. 6017
Effective Date: 11/26/10
POS, deadline: Water Service & Street Lights

Annexation Area: Colonial Heights 1 Part D, Ord. No. 6019
Effective Date: 11/26/10
POS, deadline: Water Service & Street Lights

Annexation Area: Rock Springs South Area 8B, Ord. No. 5869
Effective Date: 11/21/08
POS, deadline: Water Service, Sewer Service & Street Lights

Annexation Area: Colonial Heights 4 Part A, Ord. No. 6107
Effective Date: 10/24/2011
POS, deadline: Water Service & Street Lights

Annexation Area: Colonial Heights 4 Part B, Ord. No. 6109
Effective Date: 10/24/2011
POS, deadline: Water Service & Street Lights

Annexation Area: Colonial Heights 4 Part C, Ord. No. 6111
Effective Date: 10/24/2011
POS, deadline: Water Service, Street Lights & Sewer Service

Annexation Area: Shipley Ferry West, Ord. No. 6115
Effective Date: 10/24/2011
POS, deadline: Water Service & Street Lights

Annexation Area: Colonial Heights 3-Piece, Ord. No. 6113
Effective Date: 10/24/2011
POS, deadline: Water Service & Street Lights

Annexation Area: North Kingsport Part A, Ord. No. 6117
Effective Date: 10/24/2011
POS, deadline: Water Service, Street Lights & Sewer Service

Annexation Area: North Kingsport Part B, Ord. No. 6119
Effective Date: 10/24/2011
POS, deadline: Water Service, Street Lights & Sewer Service

City of Kingsport
Angie Marshall, Finance Dept.
P1T: 3/31/2013

2013 ANNEXATION PLAN OF SERVICES ANNUAL UPDATE FOR December 2012

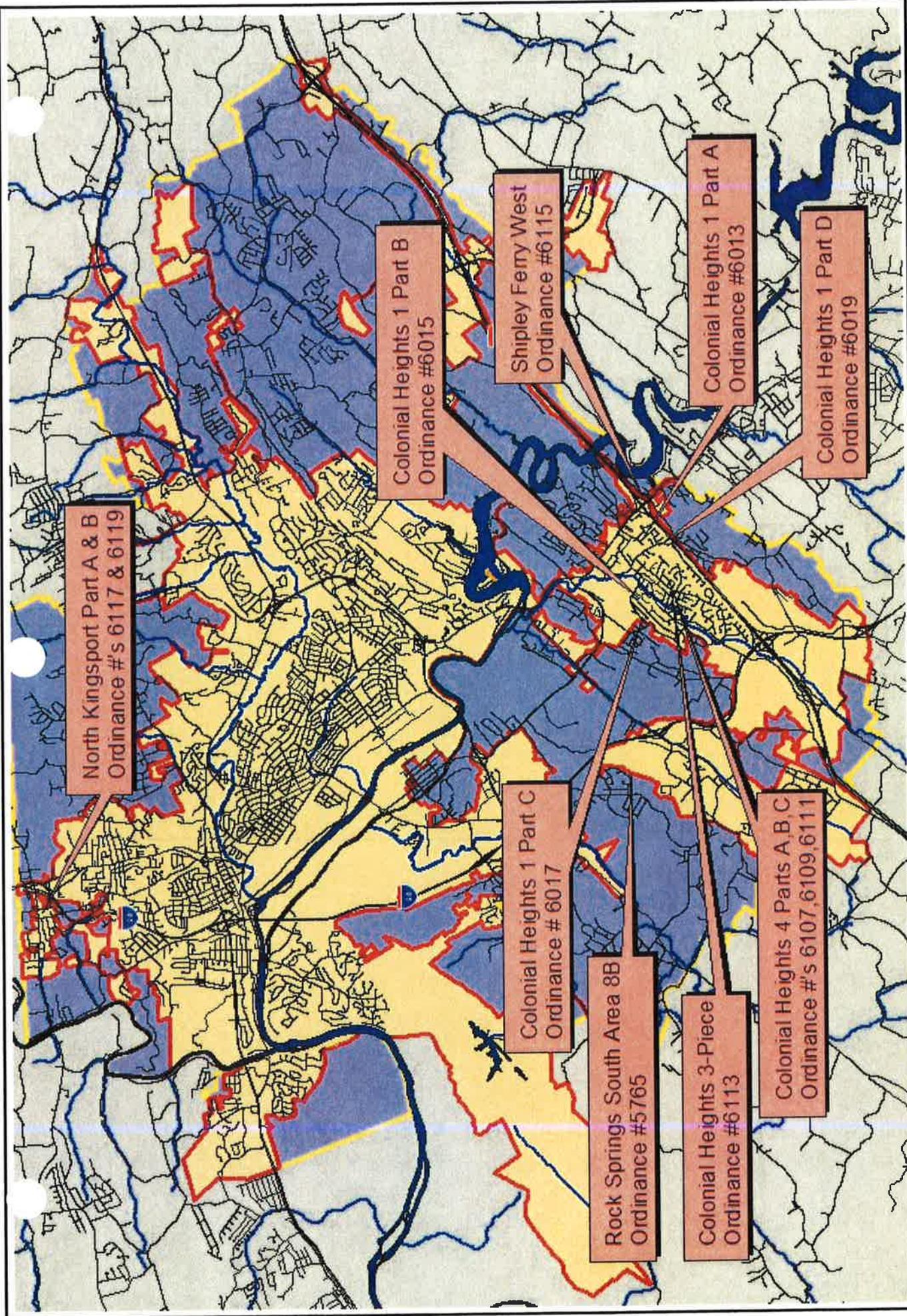
Pursuant to Tennessee Code Annotated 6-31-108, the City of Kingsport Tennessee is presenting the following report of progress on adopted Plans of Services.

ANNEXATION PROJECT AND LOCATION	ORD No.	EFFECTIVE DATE	WATER SERVICE	SEWER SERVICE	FIRE and POLICE	CITY SCHOOLS	ELECTRICAL SERVICE	STREET MAINTENANCE	RECREATION FACILITIES	PLANNING & ZONING	STREET LIGHTING	SOLID WASTE
Prior to Public Chapter 1101												
94-301-00002 Idle Hour Road/ Clint Street	3801	Feb 16, 1994	Completed	When Dev. Occurs	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
2006 Annexations												
06-301-00005 Rock Springs South Area #4	5632	Feb. 13, 2009	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Under Construction	Completed
06-301-00022 Rock Springs South Area #5 North Side	5641	Feb. 13, 2009	Under Construction	Under Construction	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
2007 Annexations												
07-301-00004 Rock Springs South Area #6 Remaining	5754	July 11, 2009	July 11, 2014	July 11, 2014	Completed	Completed	Completed	Completed	Completed	Completed	July 11, 2014	Completed
2008 Annexations												
08-301-00008 Pleasant Annexation	5728	September 19, 2008	Agreement	Agreement	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
08-301-00015 Rock Springs South Area #6 Volunteer	5732	September 19, 2008	September 19, 2013	September 19, 2013	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed
08-301-00010 Cedar Annexation	5739	October 16, 2008	October 16, 2013	October 16, 2013	Completed	Completed	Completed	Completed	Completed	Completed	Available	Completed
08-301-00019 Williams Annexation	5750	Nov 7, 2008	Nov 7, 2013	Nov 7, 2013	Completed	Completed	Completed	Completed	Completed	Completed	Available	Completed
08-301-00025 Rock Springs South Area #8C	5767	July 11, 2009	July 11, 2014	July 11, 2014	Completed	Completed	Completed	Completed	Completed	Completed	July 11, 2014	Completed
08-301-00021 Warrior Falls Annexation	5782	Dec 4, 2008	December 4, 2013	Completed	Completed	Completed	Completed	Completed	Completed	Completed	December 4, 2013	Completed
08-301-00018 Cherry Knoll Annexation	5784	Dec 4, 2008	Completed	December 4, 2016 Extended	Completed	Completed	Completed	Completed	Completed	Completed	December 4, 2016 Extended	Completed
08-301-00022 Creek Road Annexation	5795	Jan 16, 2009	Jan 16, 2014	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Jan 16, 2014	Completed
08-301-00029 Warrior Falls 2008 Annexation	5802	March 5, 2009	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	March 5, 2014	Completed
2009 Annexations												
09-301-00003 RS1 Annexation	5836	Jul 2, 2009	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Jul 2, 2014	Completed
09-301-00006 RS2 Annexation	5859	Aug 20, 2009	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Aug 20, 2014	Completed
09-301-00008 RS4 Annexation	5871	Sep 3, 2009	Completed	Portion Complete	Completed	Completed	Completed	Completed	Completed	Completed	Sep 3, 2014	Completed
09-301-00009 RS5 Annexation	5878	October 1, 2009	October 1, 2014	October 1, 2014	Completed	Completed	Completed	Completed	Completed	Completed	October 1, 2014	Completed
09-301-00010 RS6 Annexation	5880	October 1, 2009	October 1, 2014	October 1, 2014	Completed	Completed	Completed	Completed	Completed	Completed	October 1, 2014	Completed
09-301-00011 RS7 Annexation	5884	November 20, 2009	November 20, 2014	November 20, 2014	Completed	Completed	Completed	Completed	Completed	Completed	November 20, 2014	Completed
09-301-00012 RS8 Annexation	5886	November 20, 2009	November 20, 2014	November 20, 2014	Completed	Completed	Completed	Completed	Completed	Completed	November 20, 2014	Completed
09-301-00016 Stone Trees Area A Annexation	5904	December 4, 2009	December 4, 2014	December 4, 2014	Completed	Completed	Completed	Completed	Completed	Completed	December 4, 2014	Completed
09-301-00017 Stone Trees Area B Annexation	5905	December 4, 2009	December 4, 2014	December 4, 2014	Completed	Completed	Completed	Completed	Completed	Completed	December 4, 2014	Completed
09-301-00018 Stone Trees Area C Annexation	5908	December 4, 2009	December 4, 2014	December 4, 2014	Completed	Completed	Completed	Completed	Completed	Completed	December 4, 2014	Completed
09-301-00019 Stone Trees Area D Annexation	5910	December 4, 2009	December 4, 2014	December 4, 2014	Completed	Completed	Completed	Completed	Completed	Completed	December 4, 2014	Completed
2010 Annexations												
10-301-00002 Lebanon Road Annexation	5956	June 4, 2010	June 4, 2015	June 4, 2015	Completed	Completed	Completed	Completed	Completed	Completed	June 4, 2015	Completed
10-301-00003 Eagle Pointe Annexation	5982	August 6, 2010	Completed	Completed	Completed	Completed	Completed	Completed	Completed	Completed	August 26, 2015	Completed
10-301-00011 Colonial Heights Area 1 Part A	6013	November 26, 2010	November 26, 2015	Completed	Completed	Completed	Completed	Completed	Completed	Completed	November 26, 2015	Completed
10-301-00011 Colonial Heights Area 1 Part B	6015	November 26, 2010	November 26, 2015	Completed	Completed	Completed	Completed	Completed	Completed	Completed	November 26, 2015	Completed

**APRIL 2013 ANNUAL PLAN OF SERVICE REPORT
FOR ORDINANCE NUMBERS: 5869, 6013, 6015, 6017, 6019, 6107, 6109, 6111, 6115, 6113, 6117 & 6119**

<u>Annexation Area</u>	<u>Effective Date</u>	<u>POS Deadline</u>	<u>Est. Completion</u>	<u>Status</u>
Colonial Heights 1 Part A Ordinance No. 6013	11/26/2010	Water Service Street Lights	Nov. 26, 2015 Nov. 26, 2015	Design complete/awaiting contract FY2015
Colonial Heights 1 Part B Ordinance No. 6015	11/26/2010	Water Service Street Lights	Nov. 26, 2015 Nov. 26, 2015	Design complete/awaiting contract FY2015
Colonial Heights 1 Part C Ordinance No. 6017	11/26/2010	Water Service Street Lights	Nov. 26, 2015 Nov. 26, 2015	Design complete/awaiting contract FY2015
Colonial Heights 1 Part D Ordinance No. 6019	11/26/2010	Water Service Street Lights Sewer Service	Nov. 26, 2015 Nov. 26, 2015 Nov. 26, 2015	Design complete/awaiting contract FY2015 Survey & Design in Winter 2014
Rock Springs South Area 8B Rock Springs Road Ordinance No. 5869	11/21/2008	Sewer Service Street Lighting Water Service	Nov. 21, 2013 Nov. 21, 2013 Nov. 21, 2013	Completed Completed Completed
Colonial Heights 4-Part A Ordinance No. 6107	10/24/2011	Water Service Street Lighting	Oct. 24, 2016 Oct. 24, 2016	Design complete/awaiting contract FY2015
Colonial Heights 4-Part B Ordinance No. 6109	10/24/2011	Water Service Street Lighting	Oct. 24, 2016 Oct. 24, 2016	Completed FY2015
Colonial Heights 4-Part C Ordinance No. 6111	10/24/2011	Water Service Sewer Service Street Lighting	Oct. 24, 2016 Oct. 24, 2016 Oct. 24, 2016	Design complete/awaiting contract Survey & Design Winter 2015 FY2015
Shipley Ferry West Ordinance No. 6115	10/24/2011	Water Service Street Lighting	Oct. 24, 2016 Oct. 24, 2016	Completed FY2015
Colonial Heights 3-Piece Ordinance No. 6113	10/24/2011	Water Service Street Lighting	Oct. 24, 2016 Oct. 24, 2016	Will be Contracted FY2015

North Kingsport Part A Ordinance No. 6117	10/24/2011	Water Service Sewer Service Street Lighting	Oct. 24, 2016 Oct. 24, 2016 Oct. 24, 2016	Will be Contracted Completed FY2015
North Kingsport Part B Ordinance No. 6119	10/24/2011	Water Service Sewer Service Street Lighting	Oct. 24, 2016 Oct. 24, 2016 Oct. 24, 2016	Will be Contracted Survey & Design Complete FY2015



April 2013 Plan of Service Update





AGENDA ACTION FORM

Public Hearing and Consideration of an Ordinance to Amend the Code of Ordinances, Article IV, Signs, Section 114-569(13) for the City of Kingsport

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

Action Form No.: AF: 86-2013
 Work Session: April 15, 2013
 First Reading: April 16, 2013
 Final Adoption: May 7, 2013
 Staff Work By: F. Koder
 Presentation By: F. Koder

Recommendation:

- Hold public hearing.
- Approve ordinance amending Article IV, Signs, Section 114-569(13), the Tourist Accommodation District TA, for the City of Kingsport by removing this section in its entirety creating a new TA/C, Tourist Accommodation/Commerce District for signage per the attached ordinance.

Executive Summary:

Staff has prepared this amendment with the intent of creating a cohesive sign package that will tie all elements of the design together. Signage is all too often an after-thought and does not relate to the surrounding elements. Signage should be considered an integral part of the design process and tied to the overall design by colors, architectural building design, and thematic landscaping to enhance the overall TA/C District. This proposal will allow seven (7) different types of signs depending on the type of business as follows:

1. Interstate Identity Sign
2. Street Level Identity Sign
3. Site Wayfinding Sign
4. Single Tenant & Multi Tenant Identity-Freestanding
5. Tenant Identity – Single Tenant/Multi-Tenant - Wall
6. Menu Boards
7. Gasoline Price and Logo Sign

Each sign has a purpose and is identified as such. As you will see as you review the attached proposed ordinance, the signs are reduced in size the closer an individual gets to their respective destination. As a supplement to this document, we have included examples of the individual signs which complete an overall theme for developments in the TA/C District and a combination TA/C District and Gateway Overlay District for comparison. The Kingsport Regional Planning Commission sent a unanimous favorable recommendation to the Board of Mayor and Alderman during their February 21, 2013 meeting. The Public hearing Notices was advertised on March 31, 2013.

Attachments:

1. Notice of Public Hearing
2. Amended Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Clark	—	—	—
Joh	—	—	—
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, April 16, 2013 to consider an ordinance to amend the Code of Ordinances, City of Kingsport, Tennessee, Article IV Signs, Section 114-569(13) governing signage for the Tourist Accommodation/Commerce 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.

All interested persons are invited to attend this meeting and public hearing. 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: 03/31/13

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, ARTICLE IV. SIGNS, SECTION 114-569(13); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 114-569(13) of the Code of Ordinances, City of Kingsport, Tennessee is amended by deleting the entire section and substituting in its place the following:

Sec. 114-569(13). Tourist accommodation/commerce district TA/C.

Signage within the TA\C District as a whole shall be designed as a complete comprehensive program to tie all elements together by common infrastructure, thematic landscaping, architectural building design and colors. Those areas zoned TA\C may be located in the Gateway Overlay District and additional requirements may be required.

- a. A complete sign package is required within the TA district and shall be reviewed by the planning commission as part of the zoning development plan approval process.
- b. Types of signage allowed in the TA District shall be as follows:
 1. Interstate Identity
 - i. Interstate High-Rise
 2. Street-level Identity
 - i. Main Entry
 3. Site Wayfinding
 - i. Directory & Directional
 4. Single Tenant & Multi-Tenant Identity
 - i. Monument signs
 5. Tenant Identity
 - i. Wall signs
 - ii. Canopy/Under Canopy/Awning-Mounted
 6. Menu Boards
 - i. Menu Boards for drive-thru restaurants
 7. Gasoline Price
- c. A sign location plan indicating the location and type of each sign to be utilized at a particular location shall be required as part of the submittal process.
- d. **Interstate Identity Sign**
 1. One Interstate Identity sign shall be allowed for the TA district when adjoining an interstate highway. Should the TA zone abut an additional interstate highway, an additional Interstate Identity sign

may be allowed. When the district adjoins the intersection of two separate Interstate systems, an additional Interstate Identity sign shall be allowed at this intersection as long as it meets the minimum spacing requirement.

2. Minimum spacing for Interstate Identity signs shall be no less than 1500 feet and no more than three (3) Interstate Identity signs shall be allowed.
3. An Interstate Identity sign shall be allowed a maximum of 700 square feet of sign area per side, with a maximum number of two sides. The sign must be oriented to the interstate and no portion of the sign may overhang any property line or the interstate right-of-way. The location of the sign must be designated on the preliminary plat. Sign copy shall not exceed 50% of the total square footage of the sign area. Maximum height for the Interstate Identity sign shall not exceed seventy-five (75) feet from grade to the top of the sign.
4. If illuminated, all electrical service shall be underground and the concentration of illumination shall be upon the area of the sign so as to prevent glare upon the street or adjacent property.
5. When electronic message boards are used as Interstate Identity signs, Section 114-571(4-11) shall apply as follows:
 - a. Only one freestanding electronic message board to convey information by words, letters or still pictures shall be permitted for each development, provided that at least one parcel within the development has a minimum frontage of 150 feet and the electronic message board sign is mounted along the parcel front.
 - b. The electronic message board must be a part of the primary freestanding sign and must not exceed fifty percent of the total sign square footage permitted in the underlying zoning district.
 - c. The maximum height of the sign is as permitted in the zoning district.
 - d. Electronic message boards shall include an automatic dimmer. The maximum allowable brightness of an electronic message board shall not exceed 4,000 Nits during the hours between sunrise and sunset and 1000 Nits after sunset and before sunrise.
 - e. Electronic message boards shall not interfere with traffic signal devices as determined by the City Traffic Engineer.
 - f. Signage shall be limited to text, images and still pictures only. Video or animation of any type is prohibited. Animated signs are prohibited.
 - g. Scrolling or flashing text shall be prohibited.

- h. Any display on an electronic message board shall be for a minimum of five (5) seconds in duration. Any message change shall be completed within one (1) second, shall be simultaneous, and fixed in place for a minimum five (5) seconds.
- i. Electronic message boards shall not be allowed in any historic District as designated by the City of Kingsport.

e. **Street-level Identity Sign**

- 1. A major multi-tenant development may use a street-level monument sign at the entrance to through roads to identify the name of the development and anchor tenants. One sign is allowed per intersection.
- 2. No electronic message boards will be allowed on this sign.
- 3. One sign is allowed at the entrance of each through road to assist in directing individuals to a destination.
- 4. Maximum square footage for the sign face shall be 160 with the maximum height of the monument sign being ten (10) feet as measured from grade to top of the sign, inclusive of all appurtenances. Sign copy shall not exceed 50% of the total square footage of the sign face.
- 5. If illuminated, all electrical service shall be underground and the concentration of illumination shall be upon the area of the sign so as to prevent glare upon the street or adjacent property.

f. **Site Wayfinding Sign**

- 1. Both multi-tenant and single-tenant developments may locate on a wayfinding sign. Wayfinding signs are to be placed along internal roads and driveways to assist individuals to a destination.
- 2. Wayfinding signs are to be monument style signs and no electronic message boards shall be allowed on this sign.
- 3. One sign is allowed at the entrance of each ingress/egress driveway off an internal roadway.
- 4. One sign is allowed along an internal roadway with a minimum spacing of 1000 feet. Should an ingress/egress driveway coincide with the spacing requirement for an internal roadway, only one sign will be allowed at that location.
- 5. Maximum square footage for the sign face shall be 40 with the maximum height of the monument sign being eight (8) feet as measured from grade to the top of the sign, inclusive of all appurtenances. Sign copy shall not exceed 50% of the total square footage of the sign face.
- 6. If illuminated, all electrical service shall be underground and the

concentration of illumination shall be upon the area of the sign so as to prevent glare upon the street or adjacent property.

g. Single-Tenant & Multi-Tenant Identity – Freestanding

Multi-Tenant Identity - Freestanding

1. Multi-tenant developments shall be allowed one freestanding monument sign to identify tenants.
2. Maximum square footage for a multi-tenant development monument sign is 80 square feet with a maximum height of ten (10) feet as measured from grade to the top of the sign, inclusive of all appurtenances. Sign copy shall not exceed 50% of the total square footage of the sign face.
3. No electronic message boards shall be allowed on this sign.
4. If illuminated, all electrical service shall be underground and the concentration of illumination shall be upon the area of the sign so as to prevent glare upon the street or adjacent property.

Single-Tenant Identity – Freestanding

1. Single-tenant businesses that are located on the same parcel and have not been subdivided are allowed placement on this monument sign.
2. Single-tenant businesses that are located on an out-parcel are allowed one freestanding monument sign on their lot.
3. No electronic message boards shall be allowed on this sign.
5. Maximum square footage for a single-tenant business monument sign is 60 square feet with the maximum height of the monument sign being eight (8) feet as measured from grade to the top of the sign, inclusive of all appurtenances. Sign copy shall not exceed 50% of the total square footage of the sign face.
6. If illuminated, all electrical service shall be underground and the concentration of illumination shall be upon the area of the sign so as to prevent glare upon the street or adjacent property.

h. Tenant Identity – Single Tenant/Multi-Tenant - Wall

1. Single Tenant Identity Sign
 - a. The single tenant business having more than 2,000 square feet in area may utilize the equivalent to one percent of the business's building ground coverage area up to 60 square feet of total signage for the building.
 - b. A single business having less than 2,000 square feet in building coverage may utilize up to 30 square feet of signage.
 - c. Use of a canopy or awning with text sign shall constitute a

wall sign.

- d. Wall signs with the exception of a canopy or awning shall consist of backlit reverse channel letters. No can signs are allowed.
- e. Logo's that are trademarked or copyrighted shall be counted toward the square footage total.
- f. Under-canopy signs shall not exceed three (3) square feet in area and shall be mounted to the canopy ceiling perpendicular to the business public entrance. Minimum clearance from the base of the sign to grade shall be eight (8) feet.
- g. Under canopy signs shall not be illuminated.
- h. If a building rear faces an interstate, it may utilize that wall space as long as the total signage does not exceed the maximum allowed.
- i. A bonus of 40 square feet of wall signage will be given to a single-tenant if the free standing sign surface area does not exceed a maximum of 16 square feet per side or 32 square feet total of all sides and all other requirements are met.

2. **Multi-Tenant Identity Sign - Wall**

- a. A multi-tenant business having more than 2,000 square feet in area may utilize the equivalent to one percent of the business's building ground coverage area up to 80 square feet of total signage for the businesses' building.
- b. Use of a canopy or awning with text sign shall constitute a wall sign.
- c. Wall signs with the exception of a canopy or awning shall consist of backlit reverse channel letters. No can signs are allowed.
- d. Logo's that are trademarked or copyrighted shall be counted toward the square footage total.
- e. Under-canopy signs shall not exceed three (3) square feet in area and shall be mounted to the canopy ceiling perpendicular to the business public entrance. Minimum clearance from the base of the sign to grade shall be eight (8) feet.
- f. Under canopy signs shall not be illuminated.
- g. If a building rear faces an interstate, it may utilize that space as long as the total signage does not exceed the maximum allowed.
- h. A bonus of 40 square feet of wall signage will be given to a multi-tenant center if the free standing sign surface area does not exceed a maximum of 25 square feet per side or 50 square feet total of all sides and all other requirements are met.

i. Menu Boards

1. One menu board is allowed for drive-through restaurants per drive-

- through lane and must be located adjacent to the drive-thru lane.
- 2. Menu boards must be monument signs.
- 3. Menu boards if illuminated must be backlit.
- 4. Maximum Height shall be eight (8) feet from grade to the top of the sign, inclusive of all appurtenances.

j. Gasoline Price

- 1. Gasoline price signs must be a part of the allowed monument freestanding sign.
- 2. The square footage of the gasoline price sign will count toward the total square footage allowed on the monument sign.
- 3. In no case shall the gasoline price sign exceed 50% of the total square footage allowed which is 64 square feet and sign copy shall not exceed 50% of the total square footage of the sign face.
- 4. Maximum height shall be six (6) feet from existing grade to the top of the sign, inclusive of all appurtenances and if illuminated, must be internally lit.
- 5. In the case where a gas station partners with another establishment, the requirements for Multi-Tenant – Freestanding and Multi-Tenant Wall signs shall apply.

(Code 1981, app. A, art. IV, § 9; Ord. No. 4018, § IV(21), 3-21-95; Ord. No. 4276, § I, 9-3-96; Ord. No. 4454, § 1, 11-4-97)

SECTION II. 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:

JAMES DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____



AGENDA ACTION FORM

Public Hearing and Consideration of an Ordinance to Amend the Code of Ordinances, Article I. In General, Section 114-1. Definitions for the City of Kingsport

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

Action Form No.: AF: 87-2013
Work Session: April 15, 2013
First Reading: April 16, 2013
Final Adoption: May 7, 2013
Staff Work By: F. Koder
Presentation By: F. Koder

Recommendation:

- Hold public hearing.
• Approve ordinance amending Article I. In General. Section 114-1, Definitions, for the City of Kingsport by adding the definitions to this section per the attached ordinance.

Executive Summary:

In creating the previous amendments to the TA/C District pertaining to signage and uses, a new set of definitions are needed to define the meaning and intent of the individual signs proposed for this district and uses. This ordinance will define seven (7) different types of signs as follows:

- 1. Interstate Identity Sign
2. Street Level Identity Sign
3. Site Wayfinding Sign
4. Single Tenant & Multi Tenant Identity-Freestanding
5. Tenant Identity – Single Tenant/Multi-Tenant - Wall
6. Menu Boards
7. Gasoline Price and Logo Sign

Additionally we have included a definition for Franchised Auto dealership and one for travel plaza/truck stop. Finally staff has identified and defined "copy area" for all signs in the TA/C District. This definition will keep the actually text on a sign in scale with its background.

The Kingsport Regional Planning Commission sent a unanimous favorable recommendation to the Board of Mayor and Alderman during their February 21, 2013 meeting. The Public hearing Notices was advertised on March 31, 2013.

Attachments:

- 1. Public Notice
2. Amended Ordinance

Table with 3 columns: Y, N, O and rows for Clark, Joh, 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, April 16, 2013 to consider an ordinance to amend the Code of Ordinances, City of Kingsport, Tennessee, Article I. In General, Section 114-1. Definitions. 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. 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: 03/31/13

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF KINGSPORT, TENNESSEE, ARTICLE I. IN GENERAL, SECTION 114-1; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That Section 114-1 of the Code of Ordinances, City of Kingsport, Tennessee is amended by adding the following definitions to the section:

Sec. 114-1. Definitions

Franchised Auto dealership - An auto seller that sells new and used cars for auto manufacturers such as Ford, General Motors, Honda and other major brands. The manufacturer is often listed in the dealerships name [i.e. Hoffman Ford].

Sign - Interstate Identity – A high-rise freestanding sign within a TA/C district, adjacent to the Federal Interstate System having copy that identifies a particular development and tenants within the development by utilizing an electronic billboard or stationary sign face.

Sign – Street Level Identity - A monument style freestanding sign within the TA/C district; provided at street level along the intersection of major streets having direct access to the road system within the development and identify center and tenants within the center to the major street in front of the development.

Sign – Site Wayfinding – A monument style freestanding directional sign within the TA/C district along internal roadways and driveways at major decision points to assist individuals in finding their destinations.

Sign - Single Tenant & Multi-Tenant Identity - A monument or low profile freestanding sign used to identify single and multi-tenant centers located at the entrance drive adjacent to parking areas of single or multitenant center.

Sign - Tenant Identity – Wall-mounted backlit letters, canopy and or awning-mounted signs on tenants exterior building walls to identify the business location.

Sign - Menu Boards – Signs for drive-thru restaurants, ordering and menu boards are provided internally on the site along drive-through lanes for the purpose of placing orders.

Sign - Gasoline Price – Signs for any establishment that offers the sale of gasoline and or diesel for the purpose of refueling any motorized vehicle.

Sign – Copy Area - Alphabetic, pictorial, numerical and/or graphic display of permanent or removable words, letters, numbers, figures, characters, symbols, logos or insignia that are used on a sign display surface area for advertising and/or informational purposes. Copy area shall be measured as defined in Figure 1 below.

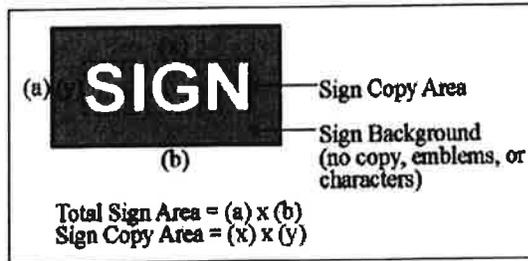


Figure 1

Travel Plaza or truck stop – use primarily engaged in the maintenance, servicing, storage, parking or repair of commercial vehicles, including the sale of motor fuels or other petroleum products and the sale of accessories or equipment for the over-the-road trucks and similar commercial vehicles. A travel plaza or truck stop may also include overnight accommodations, showers, vehicle scales, restaurant facilities, game rooms and/or other services and diversions intended mainly for the use by truck drivers and interregional travelers.

SECTION II. 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:

JAMES DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____



AGENDA ACTION FORM

Public Hearing and Consideration of Ordinances to Annex/Amend Zoning of the Shadyside Drive Annexation and Consideration of a Resolution Adopting the Plan of Services

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

Action Form No.: AF: 88-2013
Work Session: April 15, 2013
First Reading: April 16, 2013
Final Adoption: May 7, 2013
Staff Work By: Ken Weems
Presentation By: Ken Weems

Recommendation:

- Hold public hearing
• Approve ordinance for the Shadyside Drive annexation
• Approve ordinance amending the zoning ordinance for the Shadyside Drive annexation
• Approve resolution adopting a plan of services for the annexation area

Executive Summary:

This is the Shadyside Drive annexation of approximately 1.6 acres/3 parcels located off Shadyside Drive inside the Colonial Acres Neighborhood. The annexation area contains a total of 6 people, none of which are school-age children. The current county zoning of the area is R-1 (Low Density District). The proposed city zoning for the area is R-1B (Residential District). During their March 2013 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. Both City water and sanitary sewer already serve the annexation area. The Notice of Public Hearing was published on April 1, 2013.

Attachments:

- 1. Notice of Public Hearing
2. Annexation Ordinance
3. Zoning Ordinance
4. Resolution
5. Staff Report
6. Maps

Funding source appropriate and funds are available: _____

Table with 3 columns: Y, N, O and rows for Clark, Joh, 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, April 16, 2013, to consider the annexation, zoning, and plan of services for the Shadyside Drive 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 eastern corner of parcel 1, Tax Map 92P; thence in a northwesterly direction, crossing the right-of-way of Shadyside Drive, approximately 305 feet to a point, said point lying on the boundary of parcel 17; thence in a southwesterly direction, in an arc, following the western right-of-way of Shadyside Drive, approximately 480 feet to a point, said point lying on the boundary of parcel 15; thence in an easterly direction, crossing the right-of-way of Shadyside Drive, approximately 50 feet to a point, said point being the southern corner of parcel 20; thence in a northeasterly direction, approximately 320 feet to the point of BEGINNING, and being all of parcels 1, 2, and 3, as well as a portion of Shadyside Drive, approximately 150 feet in length, Tax Map 92P, as shown on the March 2011 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: 4/1/13

ORDINANCE NO. _____

AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 13TH CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE SHADYSIDE DRIVE 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 16th day of April, 2013, and notice thereof published in the Kingsport Times-News on the 1st day of April, 2013; 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 16th day of April, 2013 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. 13 of Sullivan County, Tennessee, and more fully described to-wit:

BEGINNING at a point, said point being the eastern corner of parcel 1, Tax Map 92P; thence in a northwesterly direction, crossing the right-of-way of Shadyside Drive, approximately 305 feet to a point, said point lying on the boundary of parcel 17; thence in a southwesterly direction, in an arc, following the western right-of-way of Shadyside Drive, approximately 480 feet to a point, said point lying on the boundary of parcel 15; thence in an easterly direction, crossing the right-of-way of Shadyside Drive, approximately 50 feet to a point, said point being the southern corner of parcel 20; thence in a northeasterly direction, approximately 320 feet to the point of BEGINNING, and being all of parcels 1, 2, and 3, as well as a portion of Shadyside Drive, approximately 150 feet in length, Tax Map 92P, as shown on the March 2011 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 1ST READING _____
PASSED ON 2ND READING _____

PRE-FILED

ORDINANCE NO. _____ **CITY RECORDER**

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG SHADYSIDE DRIVE TO R-1B, RESIDENTIAL DISTRICT IN THE 13TH 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 Shadyside Drive to R-1B, Residential District, in the 13th 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 eastern corner of parcel 1, Tax Map 92P; thence in a northwesterly direction, crossing the right-of-way of Shadyside Drive, approximately 305 feet to a point, said point lying on the boundary of parcel 17; thence in a southwesterly direction, in an arc, following the western right-of-way of Shadyside Drive, approximately 480 feet to a point, said point lying on the boundary of parcel 15; thence in an easterly direction, crossing the right-of-way of Shadyside Drive, approximately 50 feet to a point, said point being the southern corner of parcel 20; thence in a northeasterly direction, approximately 320 feet to the point of BEGINNING, and being all of parcels 1, 2, and 3, as well as a portion of Shadyside Drive, approximately 150 feet in length, Tax Map 92P, as shown on the March 2011 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 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 SHADYSIDE DRIVE 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 Shadyside Drive annexation was submitted to the Kingsport Regional Planning Commission on March 21, 2013, 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 April 16, 2013; 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 April 1, 2013; 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 13th Civil District of Sullivan County, Tennessee, commonly known as the Shadyside Drive Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the eastern corner of parcel 1, Tax Map 92P; thence in a northwesterly direction, crossing the right-of-way of Shadyside Drive, approximately 305 feet to a point, said point lying on the boundary of parcel 17; thence in a southwesterly direction, in an arc, following the western right-of-way of Shadyside Drive, approximately 480 feet to a point, said point lying on the boundary of parcel 15; thence in an easterly direction, crossing the right-of-way of Shadyside Drive, approximately 50 feet to a point, said point being the southern corner of parcel 20; thence in a northeasterly direction, approximately 320 feet to the point of BEGINNING, and being all of parcels 1, 2, and 3, as well as a portion of Shadyside Drive, approximately 150 feet in length, Tax Map 92P, as shown on the March 2011 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 Shadyside Drive 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:

Shadyside Drive 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 8 fire stations, housing fire suppression, hazardous materials, rescue and other emergency equipment. Staffed by 106 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, 35 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. 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.

- C. 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.
- D. 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.
- E. 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 Johnson City Power Board and is currently available.

5. Sanitary Sewer

- A. City of Kingsport sanitary sewer currently serves the annexation area.
- 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 to provide sewer service to our customers.
- D. The City of Kingsport Wastewater Treatment Plant recently experienced over 21 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 Johnson City Power Board 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. 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.

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.

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 16th day of April 2013.

ATTEST:

DENNIS R. PHILLIPS, Mayor

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

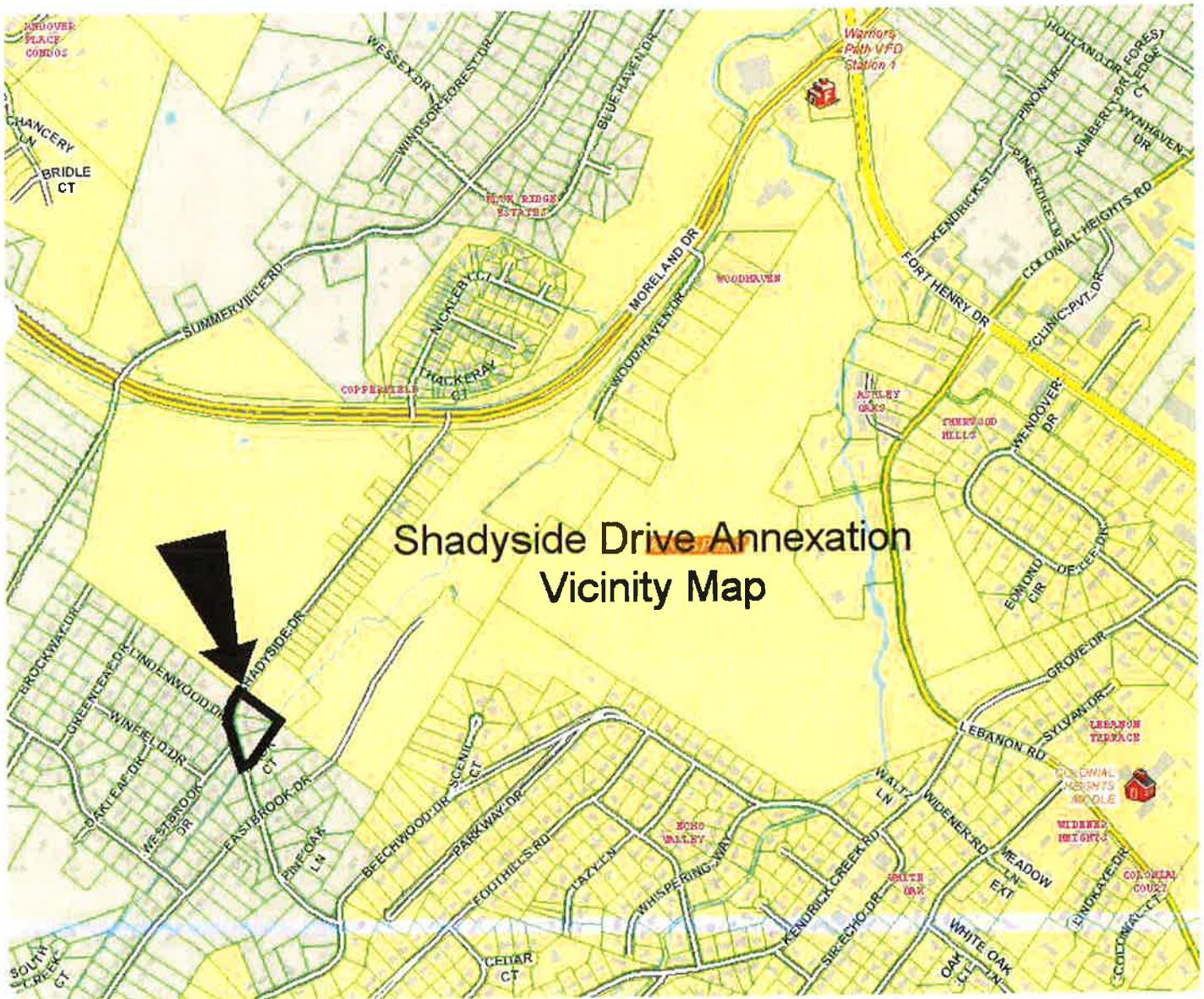
Kingsport Regional Planning Commission

Annexation Report

File Number 13-301-00004

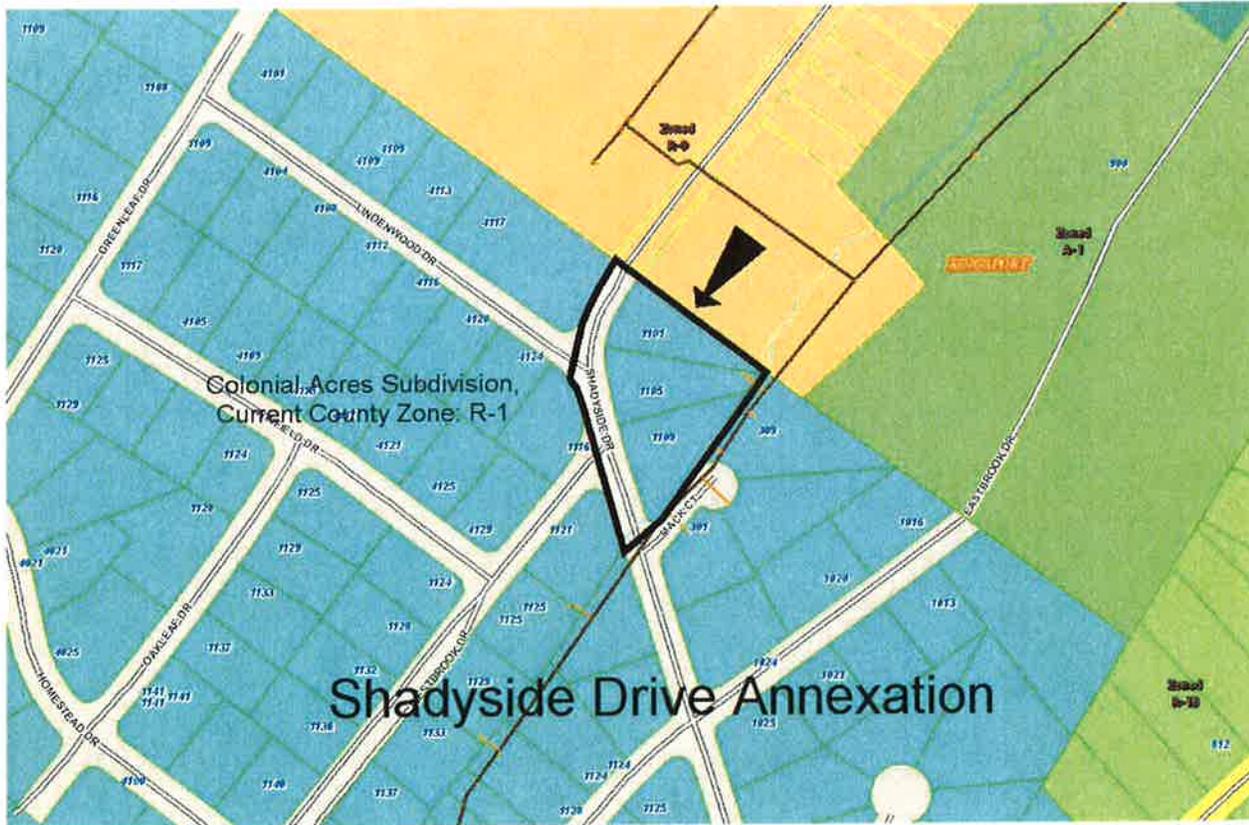
Planner:	Ken Weems	Date:	February 25, 2013
Planning Commission Action		Meeting Date:	March 21, 2013
Approval:			
Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

Area Map

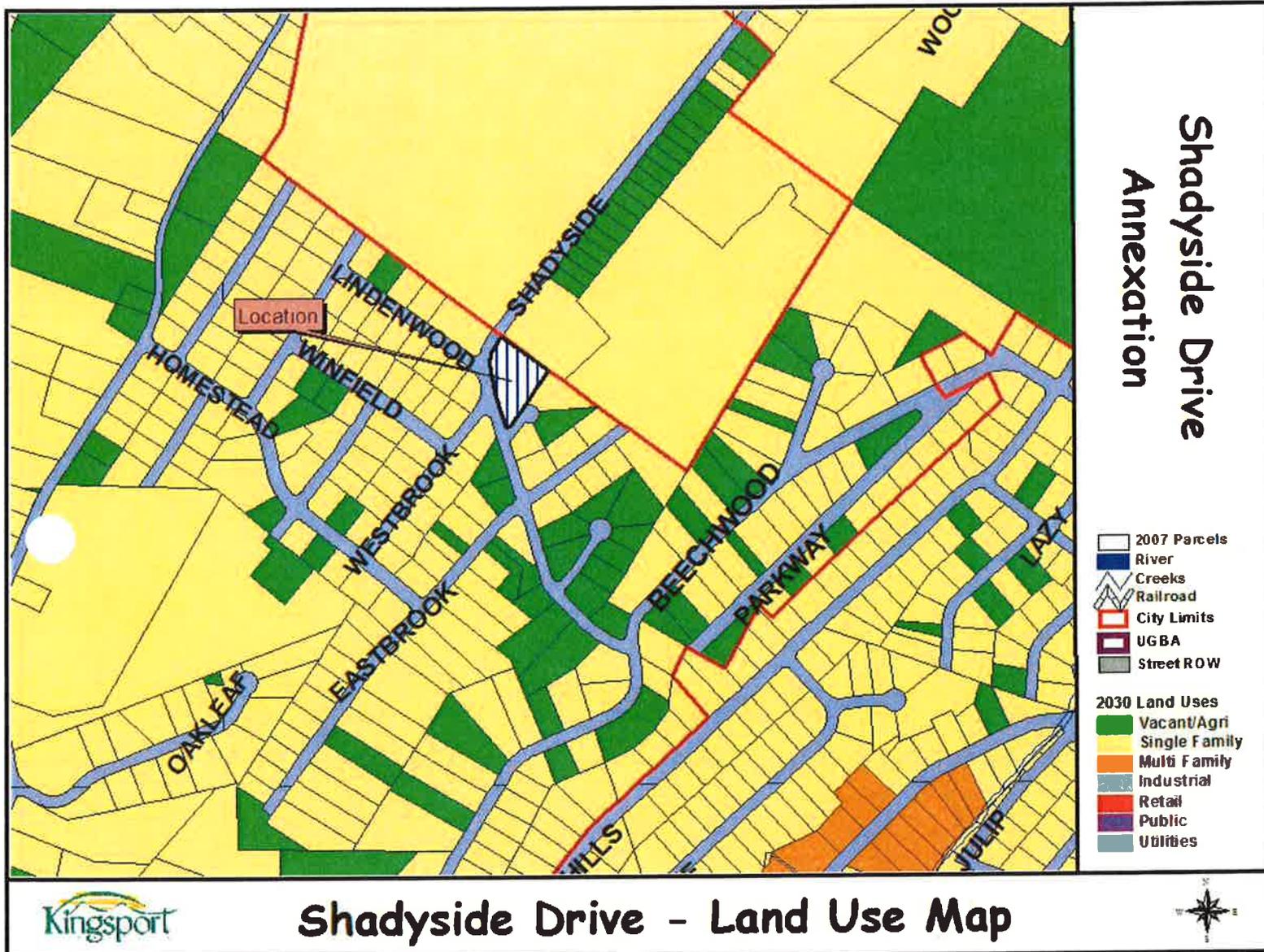


Prepared by Kingsport Planning Department for the Kingsport Regional Planning Commission Meeting on October 18, 2012

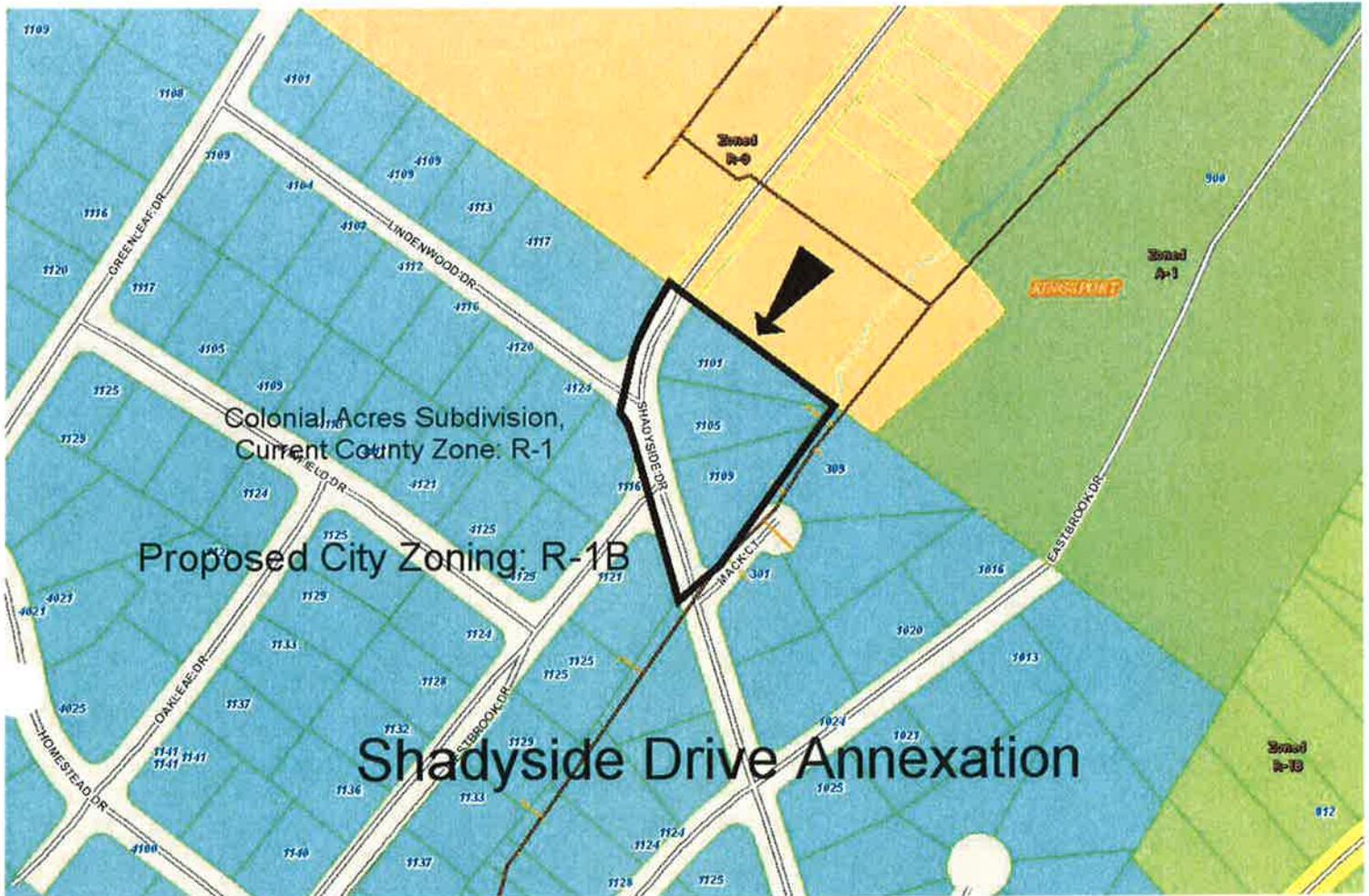
Current Zoning Map



Future Land Use Map



Proposed Zoning Map



Cost

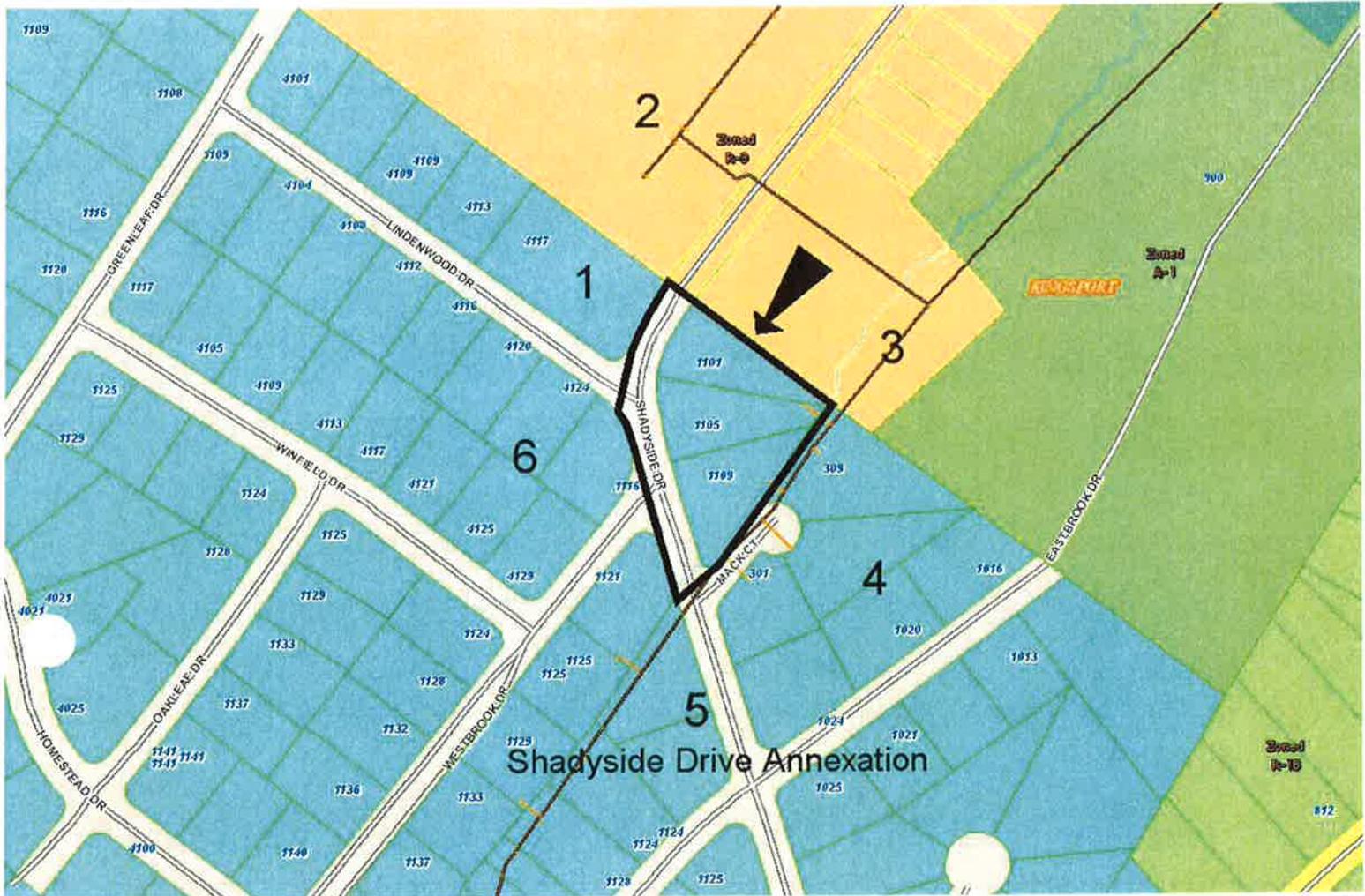
Shadyside Drive Annexation Area

COST ESTIMATE/ tax records as of 25 February 2013

Revenues	One Time	Reoccurring (annual)	
Property Taxes	X	\$1,724.00	6 residents (X \$104 estimated) area already served with sewer
State Shared	X	\$624.00	
Sewer Tap Fees	X	\$0.00	
Water & Sewer Rev (loss)	X	-\$99.00	
Total	\$0.00	\$2,249.00	

Expenses	One Time	Reoccurring (annual)	
Operating Budget			minimal extra area
Police & Fire Service	0.00	0.00	
Transit Service	0.00	37.00	
Street Lighting	1,000.00	127.00	
Traffic Controls	1,950.00	15.00	
Streets & Sanitation	0.00	1,248.00	
Subtotal	2,950.00	1,427.00	
Capital Budget			adequate adequate
Water	0.00	0.00	
Sewer	0.00	0.00	
Streets	3,160.00	0.00	
Subtotal	3,160.00	0.00	
Grand Total	\$6,110.00	\$1,427.00	

Existing Surrounding Land Uses



Kingsport Regional Planning Commission

Annexation Report

File Number 13-301-00004

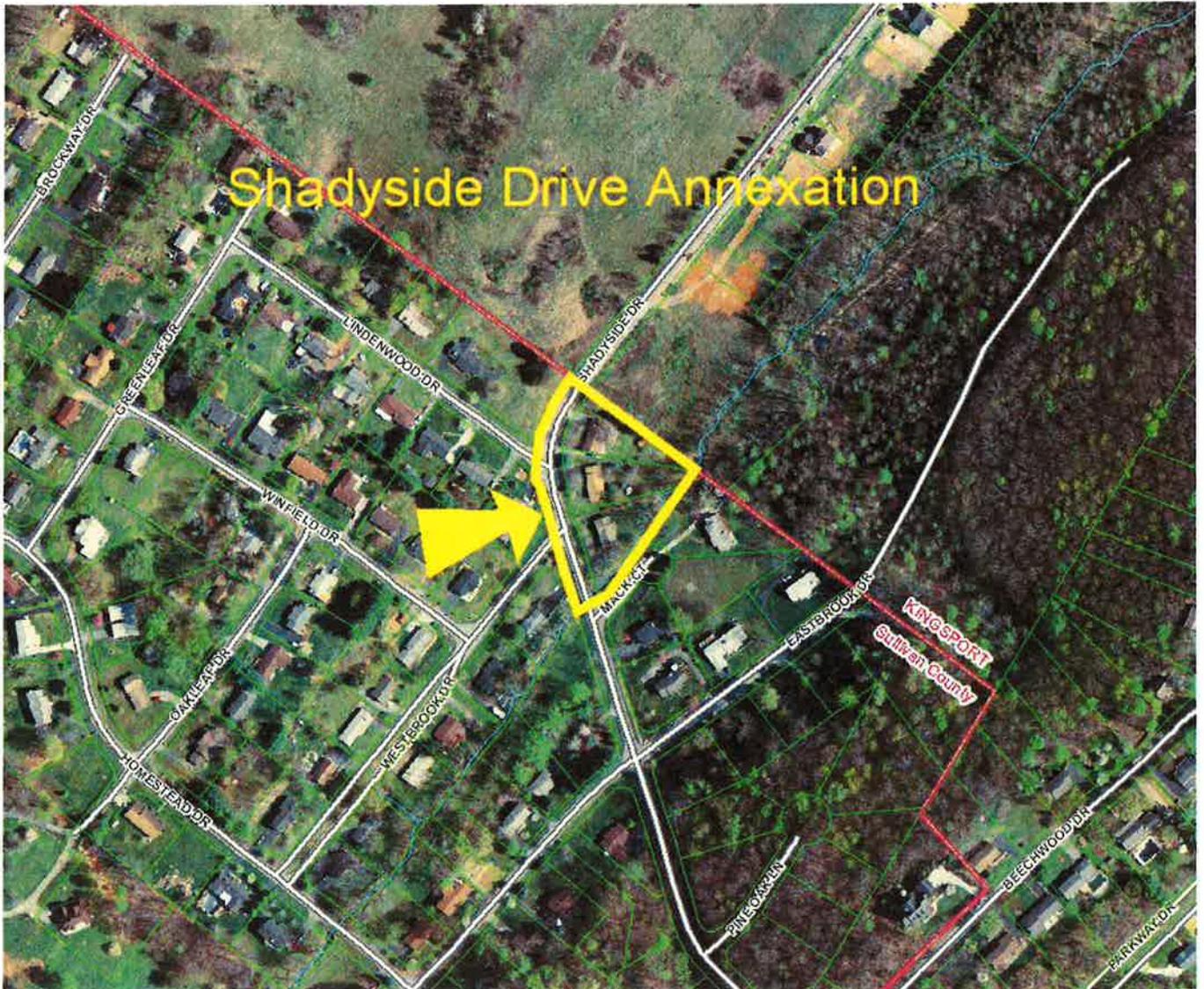
Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North	1	<u>Zone: County R-1</u> Use: Single family residential, Colonial Acres subdivision	No prior action known
Further North	2	<u>Zone: City R-3</u> Use: Undeveloped future phase of Hunt's Crossing	Initial residential development began in 2005
East	3	<u>Zone: City R-3</u> Use: Undeveloped future phase of Hunt's Crossing	Initial residential development began in 2005
Southeast	4	<u>Zone: County R-1</u> Use: Single family residential, Colonial Acres subdivision	No prior action known
South	5	<u>Zone: County R-1</u> Use: Single family residential, Colonial Acres subdivision	No prior action known
West	6	<u>Zone: County R-1</u> Use: Single family residential, Colonial Acres subdivision	No prior action known

CONCLUSION

The Kingsport Planning Division recommends approval for the following reasons:

- *The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.*
- *It is reasonably necessary for the welfare of the residents and property owners of the affected territory.*
- *The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.*
- *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.*
- *It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.*

Aerial Photo



South View



West View



North View



Petitions (2)



CITY OF KINGSPORT, TENNESSEE
Petition for Annexation

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

1.	Name: <i>CARLTON L. & JOAN S. PURVIS</i>	Address: <i>1105 SHADYSIDE DR.</i>
	Parcel # (if known):	Phone: <i>(423) 239-8635</i>
	Email Address: <i>yellowjacket59@rocketmail.com</i>	# In Household & Ages: <i>2 : 80 & 79</i>
	Signature: <i>Carlton L. Purvis</i>	

2.	Name:	Address:
	Parcel # (if known):	Phone:
	Email Address:	# In Household & Ages:
	Signature:	

3.	Name:	Address:
	Parcel # (if known):	Phone:
	Email Address:	# In Household & Ages:
	Signature:	

4.	Name:	Address:
	Parcel # (if known):	Phone:
	Email Address:	# In Household & Ages:
	Signature:	

5.	Name:	Address:
	Parcel # (if known):	Phone:
	Email Address:	# In Household & Ages:
	Signature:	

Kingsport Regional Planning Commission

Annexation Report

File Number 13-301-00004



CITY OF KINGSPORT, TENNESSEE
Petition for Annexation

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

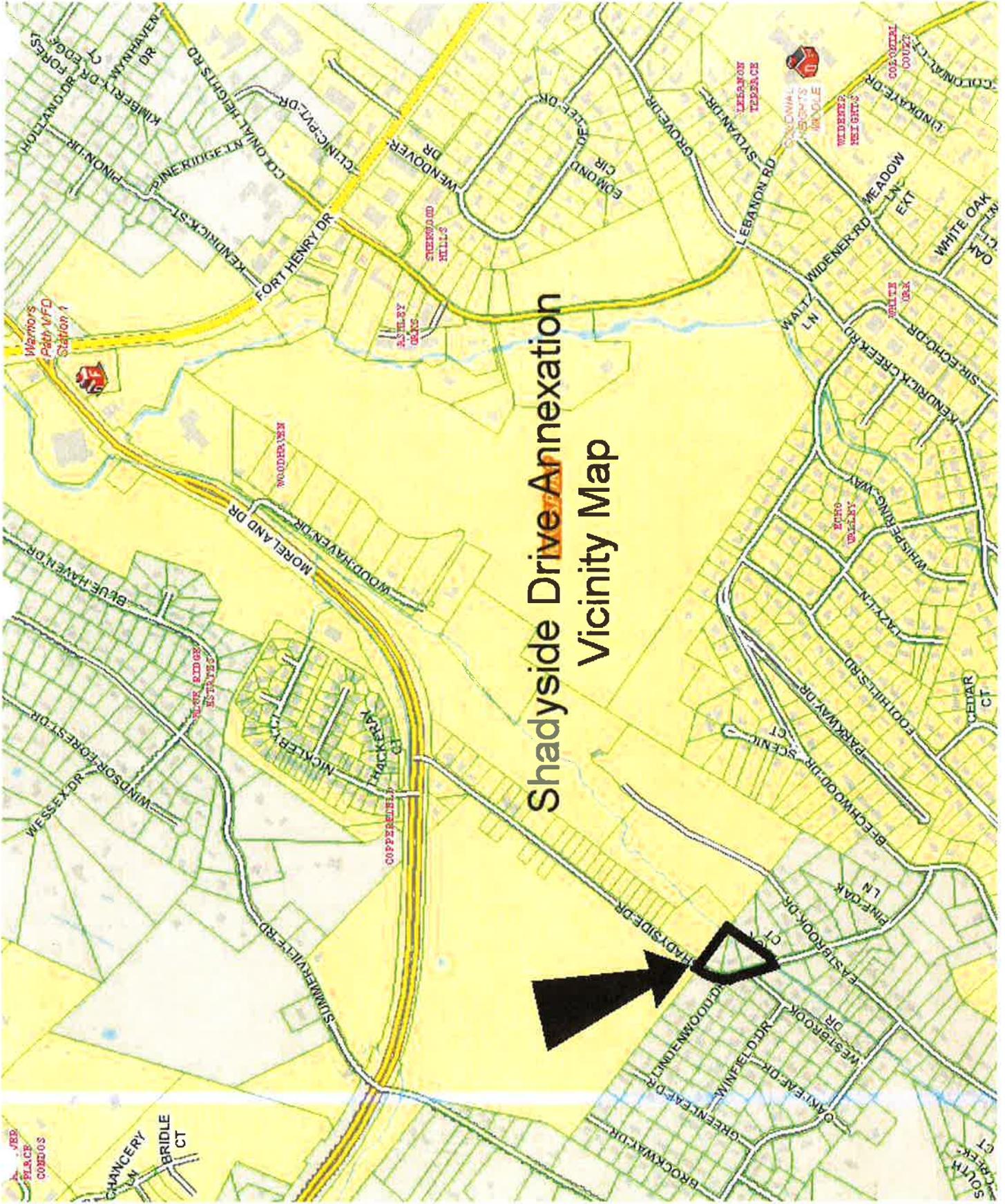
1.	Name: <u>W.F. McDAVID</u>	Address: <u>1109 SHADYSIDE DR.</u>
	Parcel # (if known):	Phone: <u>239-6831</u>
	Email Address: <u>gregmcd@aol.com</u>	# In Household & Ages: <u>3-ADULTS</u>
	Signature: <u>gregmcd</u>	

2.	Name:	Address:
	Parcel # (if known):	Phone:
	Email Address:	# In Household & Ages:
	Signature:	

3.	Name:	Address:
	Parcel # (if known):	Phone:
	Email Address:	# In Household & Ages:
	Signature:	

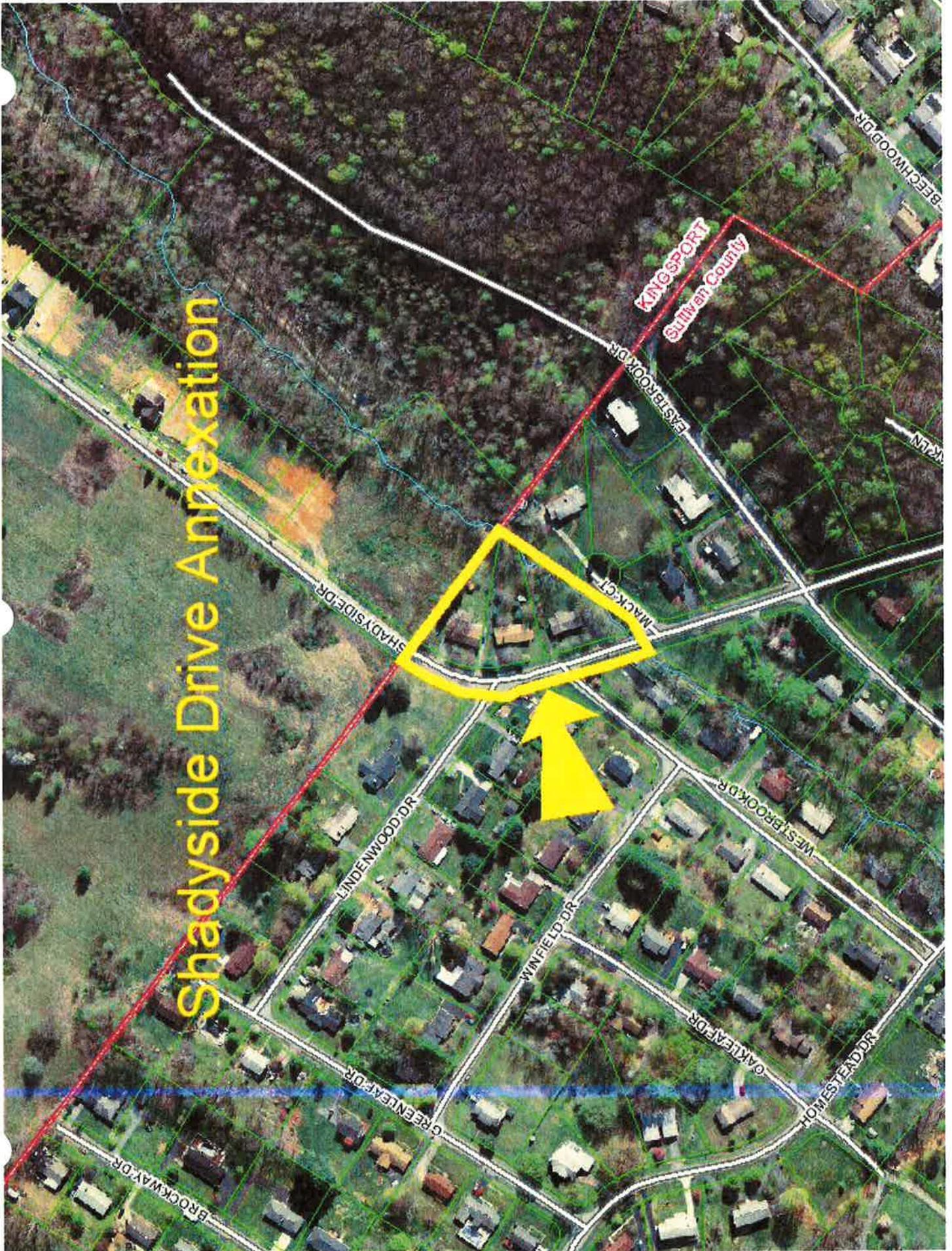
4.	Name:	Address:
	Parcel # (if known):	Phone:
	Email Address:	# In Household & Ages:
	Signature:	

5.	Name:	Address:
	Parcel # (if known):	Phone:
	Email Address:	# In Household & Ages:
	Signature:	



Shadyside Drive Annexation Vicinity Map

Shadyside Drive Annexation



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 a Resolution to Authorize the Mayor to Sign all Documents Necessary to Enter into a Materials Agreement with Danny Karst Related to the Edinburgh Phase 2 Section 2F Development and an Ordinance to Appropriate the Funds

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

Action Form No.: AF-98-2013
 Work Session: April 15, 2013
 First Reading: April 16, 2013

Final Adoption: May 7, 2013
 Staff Work By: R. McReynolds
 Presentation By: R. McReynolds

Recommendation: Approve the resolution and ordinance

Executive Summary:

In an effort to promote smart growth and infield development as well as encourage the new housing market within the Kingsport city limits, the City of Kingsport passed the Materials Agreement Policy as set forth in Resolution 2007-084. Developers have the opportunity to enter into an agreement with the City whereas the City furnishes the water and sewer materials for the developers use within the developer's proposed subdivision. The developer would be responsible for posting a cash bond covering the cost of the materials that would be available for refund (minus sales tax) once the project is completed and has been approved by the City Engineer and the Regional Planning Commission.

Pursuant to the policy, Danny Karst has requested that his proposed development, Edinburgh Phase II Section 2F, be allowed to participate in the materials agreement program. The total amount of the agreement is proposed at \$19,382.60 for a new nine (9) lot development.

To date, including this development, the program has supported 737 new/proposed lots within the City of Kingsport. Of those lots, 196 Building Permits and 150 Certificates of Occupancy have been issued to date.

Attachments:

1. Resolution
2. Ordinance
3. Agreement
4. Cost Table
5. Development Chart
6. Location Map(s)

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MATERIALS AGREEMENT WITH DANNY KARST RELATED TO EDINBURG PHASE 2 SECTION 2F AND AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, pursuant to the Materials Agreement Policy as set forth in Resolution 2007-084, Danny Karst would like to enter into a Materials Agreement for the provision of certain water and sewer materials by the city for Edinburg Phase 2 Section 2F, a new nine lot development; and

WHEREAS, the total amount of the agreement as proposed is \$19,382.60;

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 Materials Agreement with Danny Karst to provide certain water and sewer materials by the city for the Edinburg Phase 2 Section 2F in the amount of \$19,382.60, and the mayor is further authorized to execute all documents necessary and proper to effectuate the purpose of the agreement.

SECTION II. That the board finds that the actions authorized by this agreement is for a public purpose and will promote the health, comfort and prosperity of the public.

SECTION III. That is resolution shall take effect from and after it adoption, the public welfare requiring it.

ADOPTED this the 16th day of April, 2013.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY DECREASING FUNDS TRANSFERRED TO THE EDINBURGH PHASE 2 SECTION 2F MATERIALS AGREEMENT PROJECTS (WA1378 AND SW1378); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Fund project and the Sewer Fund project budgets be amended by decreasing the funds transferred from the Water Fund operating budget to \$12,220 and by decreasing the funds transferred from the Sewer Fund operating budget to \$5,481 to the Edinburgh Phase 2 Section 2F projects (WA1378 and SW1378) to fund the materials agreement.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Water Project Fund:451			
<u>Edinburgh Phase 2 Sect 2F (WA1378)</u>			
<u>Revenues</u>			
451-0000-391-4500 From the Water Fund	0	12,220	12,220
Totals:	0	12,220	12,220
<u>Expenditures:</u>			
451-0000-605-9003 Improvements	0	12,220	12,220
Totals:	0	12,220	12,220

<u>Account Number/Description:</u>			
<u>Sewer Project Fund:452</u>			
<u>Edinburgh Phase 2 Sect 2F (SW1378)</u>			
<u>Revenues</u>			
452-0000-391-4200 From the Sewer Fund	0	5,481	5,481
Totals:	0	5,481	5,481
<u>Expenditures:</u>			
452-0000-606-9003 Improvements	0	5,481	5,481
Totals:	0	5,481	5,481

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: _____

MATERIALS AGREEMENT

This AGREEMENT, made and entered into on this 7th day of May 2013, by and between Danny Karst, hereinafter "Developer", and the City of Kingsport, Tennessee, a municipal corporation, hereinafter "City".

WITNESSETH:

1. The Developer has subdivided a tract of land known as Edinburgh Phase 2 Section 2F, and preliminary approval having been heretofore granted by the Planning Commission.

2. The plans for the proposed water and sewer line improvement of the subdivided property have been submitted to and approved by the City of Kingsport, City Engineer and will require 610 LF of Waterline and 720 LF of Sewerline to construct.

3. The estimated cost of the materials listed in paragraph 2 above is approximately \$19,382.60. The Developer will purchase this material from the City for use for construction pursuant to this contract only.

4. The Developer will install the lines according to City's specifications, and will pay all costs for installation of all mains, valves, hydrants and other appurtenances, and will furnish the City "as built" drawings showing the cost lists of all pipe fittings, as well as their exact location.

5. The Developer, upon completion of the work and acceptance by the City, will tender to the City an instrument conveying unencumbered ownership of the lines and easement over and under the land where said lines are laid. Once this conveyance has been made and all the permits needed have been issued, all the inspections completed and passed, and all the payments have been made to the City by the Developer, the City will cause the said line to be connected to the main distribution line of the City.

6. The Developer will reimburse the City for any materials or engineering work required not covered by this agreement.

7. Prior to any reimbursement by the City to the Developer, the Developer will cause the property to be completely annexed into the corporate limits of the City.

8. The Developer will save the City harmless from any and all responsibility for laying any lines, etc., on or across any private premises not dedicated to public use.

9. The Developer will pay the City for the materials listed above and supplied by the City, and upon completion of the laying of water and sewer lines according to specification of and the plans approved by the City, and upon the Developer fully performing all the requirements contained in this agreement the City will reimburse the Developer for the amount paid to the City for the pipe purchased and used in the subdivision, less state and local sales tax.

10. The purpose of this agreement is to reimburse the Developer for 100% of cost of the water and sewer material, less state and local sales tax, with said materials being purchased from the City, and reimbursement for the cost of the materials being made to the Developer subject to the satisfactory completion of all terms of this agreement including complete annexation of the property into the corporate limits of the City.

11. It is understood that the Developer will do any and all ditching, laying of the pipelines, and any and all other work that may be necessary to meet the specifications of the City.

12. Any unused materials acquired by the Developer from the City will be returned to the City and the costs of such material, if returned undamaged, will be credited to the Developer.

IN TESTIMONY WHEREOF, the parties hereto have unto set their hands and seal on this the day and year first above written.

Developer

Dennis R. Phillips, Mayor

Approved as to form:

Attest:

James Demming, City Recorder

J. Michael Billingsley, City Attorney

Materials Agreement

Project: Edinburgh Phase 2 Section 2F
 Date: April 5, 2013
 Developer: Danny Karst

Water line		Anticipated		Estimated	
Item #	Item description	Units	U/M	Price	Total
40835	8" joint restraint kit	5.00	ea	\$44.00	\$220.00
40845	6" joint restraint kit	4.00	ea	\$35.00	\$140.00
41864	8" x 18' DI push on pipe	33.00	jt	\$289.00	\$9,537.00
42115	3.6' bury hydrant	1.00	ea	\$1,250.00	\$1,250.00
42335	8" mj gate valve	1.00	ea	\$660.00	\$660.00
42845	6" x 18" mj anchoring coupling	1.00	ea	\$88.00	\$88.00
41794	8" Plug w/2" tap	1.00	ea	\$52.00	\$52.00
43031	8"x8"x6" Anchoring Tee	1.00	ea	\$110.00	\$110.00
42209	8" Long Sleeve	1.00	ea	\$85.00	\$85.00
42129	8" Accessory kit	2.00	ea	\$21.00	\$42.00
41828	6" Accessory kit	2.00	ea	\$18.00	\$36.00
Building code					
Receipt To:					
Subtotal:	451-0000-208-1250				\$12,220.00
Sales Tax:	451-0000-207-0201			9.50%	\$1,160.90
Project #	WA1378			Water Total:	\$13,380.90
Expense To:					
Water acct. #	451-0000-605-9003				

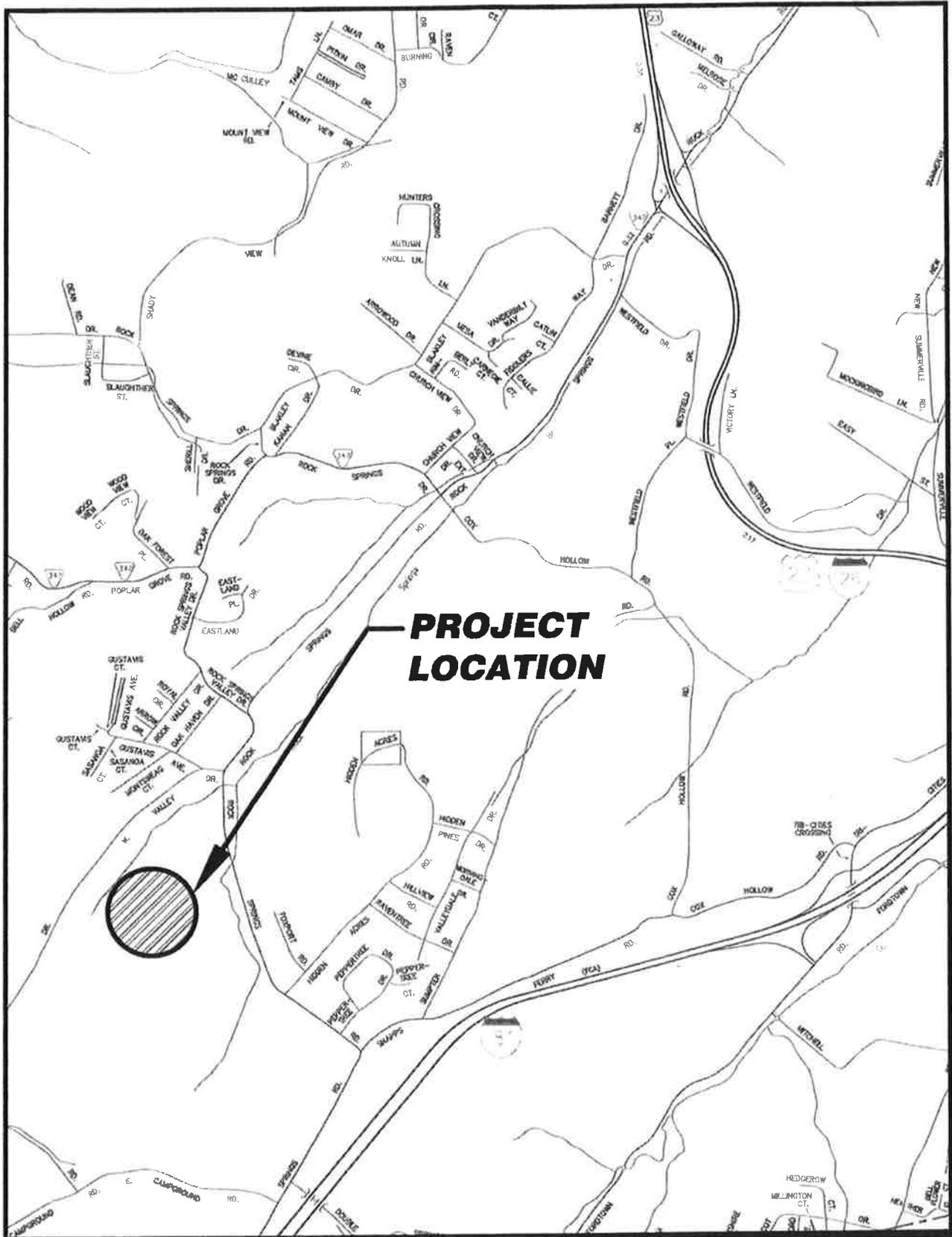


**MATERIAL GREEMENT
Development Chart**

Developer	Development	Proposed Lots/Development	Agreement Amt.	Date	Bldg. Permits	CO's	Status
Butch Rose	Hillcrest Heights	6	\$5,140.09	06/19/07	3	3	Closed
	Windridge Phase IV	40	\$92,202.29	04/15/08	0	0	Closed
Jeff McKee	Settler's Ridge Phase I	41	\$45,344.29	03/20/07	Total of 7	5	Closed
	Settler's Ridge Phase II	7	\$18,822.89	11/06/07		2	Closed
Edinburgh Group LLC	Edinburgh Phase I, Section 1	32	\$42,867.62	02/19/07	Total of 61	46	Closed
	Edinburgh Phase I, Section 2	15	\$25,205.92	04/17/07			Closed
	Edinburgh Phase 2, Section 2	6	\$11,976.02	11/16/10			Closed
	Edinburgh Phase 2, Section 2B	11	\$9,472.85	10/18/11			Closed
	Edinburgh Phase 2, Section 2C	14	\$20,128.29	04/03/12			Closed
	Edinburgh Phase 2, Section 2E	8	\$25,177.34	10/02/12			Closed
	Edinburgh Phase 2, Section 2F	9	\$19,382.60	05/07/13			Open
Jerry Petzoldt	Old Island Phase II	59	\$118,027.86	05/06/08	10	9	Closed
Jim Nottingham	Riverwatch	29	\$47,605.13	04/15/08	2	1	Closed
Harold Slomp & Jack McMurray	Villas at Andover - Polo Fields	104	\$76,522.72	08/07/07	13	7	Closed
George Hunt	Hunts Crossing Phase II	22	\$18,375.20	04/15/08	4	4	Closed
Rob McLean	Anchor Point	80	\$72,552.51	07/15/08	10	5	Closed
	Anchor Point - Topsail Court	Included in Anchor Point	\$3,816.08	08/05/08		0	Closed
	Stapleton Dr Phase I	7	\$8,757.81	08/19/08	4	4	Closed
Ken Bates	Chase Meadows Phase I	15	\$39,418.91	07/15/08	Total of 15	14	Closed
	Chase Meadows Phase II	87	\$68,096.96	08/19/08			Closed
Terry Orth	Autumn Woods Phase I	19	\$30,628.25	10/07/08	19	19	Closed
	Autumn Woods Phase II	51	\$97,091.46	09/01/09	25	19	Closed
Gary Alexander	Riverbend Phase I	15	\$65,938.71	02/03/09	10	0	Closed
	Riverbend - Epcon Phase II	9	\$33,171.54	02/01/11			Open
Leonard & Cynthia Gerber	St. Andrew's Garth Phase I	40	\$34,049.03	03/16/10	8	8	Closed
Jane Karst	Jane Karst Subdivision	4	\$4,100.78	09/20/11			Closed
M & M Builders	Brookton Park Subdivision	7	\$2,145.88	09/20/11	5	4	Closed
	TOTAL	737	\$1,036,019.03		196	150	

Revised 04/09/13





**PROJECT
LOCATION**

ALL BEARINGS KORN
(KINGSPORT GEODETIC
REFERENCE NETWORK)



**MATERIALS AGREEMENT FOR
EDINBURGH PHASE 2
SECT. 2F**

NO SCALE

09 APRIL 2013



AGENDA ACTION FORM

Consideration of a Resolution Awarding the Bid for the Rock Springs Road Improvements Phase 2 Project to Thomas Construction Company, Inc. and Authorize the Mayor to Sign all Applicable Documents and a Budget Ordinance Appropriating Available Funds to GP1304 & WA1304

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

Action Form No.: AF-76-2013
 Work Session: April 15, 2013
 First Reading: April 16, 2013
 Final Adoption: May 7, 2013
 Staff Work By: M. Thompson, J. Smith
 Presentation By: Ryan McReynolds

Recommendation: Approve the ordinance and resolution.

Executive Summary:

Bids were opened April 10, 2013, for the Rock Springs Road Improvements Phase 2 project. The project consists of improvements to approximately 3,000 linear feet of roadway beginning at approximately 0.2 miles east of Rock Springs Valley Road and ends at Cox Hollow Road. The work includes clearing, grading, drainage, asphalt pavement, pavement marking, concrete curb, multi-purpose path, water line, retaining wall, landscaping, erosion and sediment control, maintenance of local traffic and associated items. The anticipated final completion date is December 15, 2013.

City staff reviewed the bids and recommends awarding the contract to the apparent low bidder, Thomas Construction Company, Inc. in the amount of \$1,545,867.45 –

Base Bid	\$1,545,867.45
Engineering Fees	112,535.26
Contingency 6%	<u>92,752.05</u>
Total Project Cost	\$1,751,154.76

Budget ordinances appropriating available funds are requested from the following projects:
 Transfer from GP1207 the amount of \$1,464,319.00 and GP0917 the amount of \$94,228.00 to Rock Springs Road Improvements Phase 2 (GP1304); and transfer from WA1007 the amount of \$203,700.00 to Rock Springs Phase 2 WL Upgrade (WA1304).

Engineering estimate for referenced project \$1,712,900.00.

Attachments:

1. Resolution
2. Ordinance
3. Bid Tabulation
4. Location Map

Funding source appropriate and funds are available: _____

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

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR THE ROCK SPRINGS ROAD IMPROVEMENTS PHASE 2 TO THOMAS CONSTRUCTION COMPANY, INC. AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT WITH THOMAS CONSTRUCTION COMPANY, INC.

WHEREAS, bids were opened April 10, 2013 for the Rock Springs Road Improvements, Phase 2 Project; and

WHEREAS, upon review of the bids, the City of Kingsport desires to enter into an agreement with Thomas Construction Company, Inc., for the construction of approximately 0.2 miles of road work which includes clearing, grading, drainage, asphalt pavement, pavement marking, concrete curb, multi-purpose path, water line, retaining wall, landscaping, erosion and sediment control, maintenance of local traffic and associated items in an amount of \$1,545,867.45; and

WHEREAS, funding for the project is available and indentified in accounts GP1207, GP1304, WA1007 and WA1304;

Now therefore,

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

SECTION I. That the bid for the Rock Springs Road Improvements, Phase 2 is awarded to Thomas Construction Company, Inc.

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 agreement, with Thomas Construction Company, Inc. for construction of approximately 0.2 miles of road work which includes clearing, grading, drainage, asphalt pavement, pavement marking, concrete curb, multi-purpose path, water line, retaining wall, landscaping, erosion and sediment control, maintenance of local traffic and associated items, in an amount of \$1,545,867.45.

SECTION III. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

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

ADOPTED this the 16th day of April, 2013.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGETS AND THE WATER PROJECT FUND BUDGET BY TRANSFERRING FUNDS FOR THE ROCK SPRINGS IMPROVEMENTS PHASE II FOR THE FISCAL YEAR ENDING JUNE 30, 2013; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Project Fund budget be amended by transferring funds from the Miscellaneous Annexation and Water Line Extension project (WA1007) in the amount of \$203,700 to the Rock Springs Phase 2 Water Line Upgrade project (WA1304) and that the General Project Fund Budgets be amended by transferring \$94,228 from the Harbor Chapel Road project (GP0917) and from the 2011 GO Road Improvements project (GP1207) in the amount of \$1,464,319 to the Rock Springs Road Improvements project (GP1304) in the amount of \$1,558,547.

	Budget	Incr/<Decr>	New Budget
Fund 451: Water Project Fund			
Misc Annexation & W/L Ext (WA1007)			
Revenues:			
451-0000-391-4500 From Water Fund	\$ 882,619	\$ (203,700)	\$ 678,919
Total:	882,619	(203,700)	678,919
Expenditures:			
451-0000-605-2023 Arch/ Eng/Land/	76,000	0	76,000
451-0000-605-2097 State Reviews & Permits	1,423	0	1,423
451-0000-605-9001 Land	15,000	0	15,000
451-0000-605-9003 Improvements	790,196	(203,700)	586,496
Total:	882,619	(203,700)	678,919
 Fund 451: Water Project Fund			
Rock Spring Phase 2 WL Upgrade (WA1304)			
Revenues:			
451-0000-391-4500 From Water Fund	\$ 0	\$ 203,700	\$ 203,700
Total:	0	203,700	203,700
Expenditures:			
451-0000-605-2023 Arch/Eng/Landscaping	0	25,900	25,900
451-0000-605-9003 Improvements	0	177,800	177,800
Total:	0	203,700	203,700
 Fund 311: General Project Fund			
Harbor Chapel Road (GP0917)			
Revenues:			
311-0000-368-1035 Series 2009A GO Pub Imp	\$ 1,419,646	\$ (94,228)	\$ 1,325,418
311-0000-368-2101 Premium From Bond Sale	18,352	0	18,352
Total:	1,437,998	(94,228)	1,343,770
Expenditures:			
311-0000-601-2022 Construction Contracts	1,204,606	(94,228)	1,110,378
311-0000-601-2023 Arch/Eng/Landscaping	100,700	0	100,700
311-0000-601-4041 Bond Sale Expense	32,692	0	32,692
311-0000-601-9001 Land	100,000	0	100,000
Total:	1,437,998	(94,228)	1,343,770

Fund 311: General Project Fund
2011 GO Road Improvements (GP1207)

Revenues:

311-0000-368-1040 Series 2011 GO Pub Imp
 311-0000-368-2101 Premium From Bond Sale
Total:

\$	1,598,722	\$	(1,464,319)	\$	134,403
	51,788		0		51,788
	1,650,510		(1,464,319)		186,191

Expenditures:

311-0000-601-2022 Construction Contracts
 311-0000-601-2023 Arch/Eng/Landscaping
 311-0000-601-4041 Bond Sale Expense
 311-0000-601-9001 Land
Total:

1,252,663	(1,235,538)	17,125
259,200	(228,781)	30,419
88,647	0	88,647
50,000	0	50,000
1,650,510	(1,464,319)	186,191

Fund 311: General Project Fund
Rock Springs Road Improvements Phase II (GP1304)

Revenues:

311-0000-368-1035 Series 2009A GO Pub Imp
 311-0000-368-1040 Series 2011 GO Pub Imp
Total:

\$	0	\$	94,228	\$	94,228
	0		1,464,319		1,464,319
	0		1,558,547		1,558,547

Expenditures:

311-0000-601-2022 Construction Contracts
 311-0000-601-2023 Arch/Eng/Landscaping
Total:

0	1,470,894	1,470,894
0	87,653	87,653
0	1,558,547	1,558,547

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: _____

MINUTES
BID OPENING
April 10, 2013
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; Brent Morelock, Assistant Procurement Manager; and Tim Elsea, Traffic Engineer

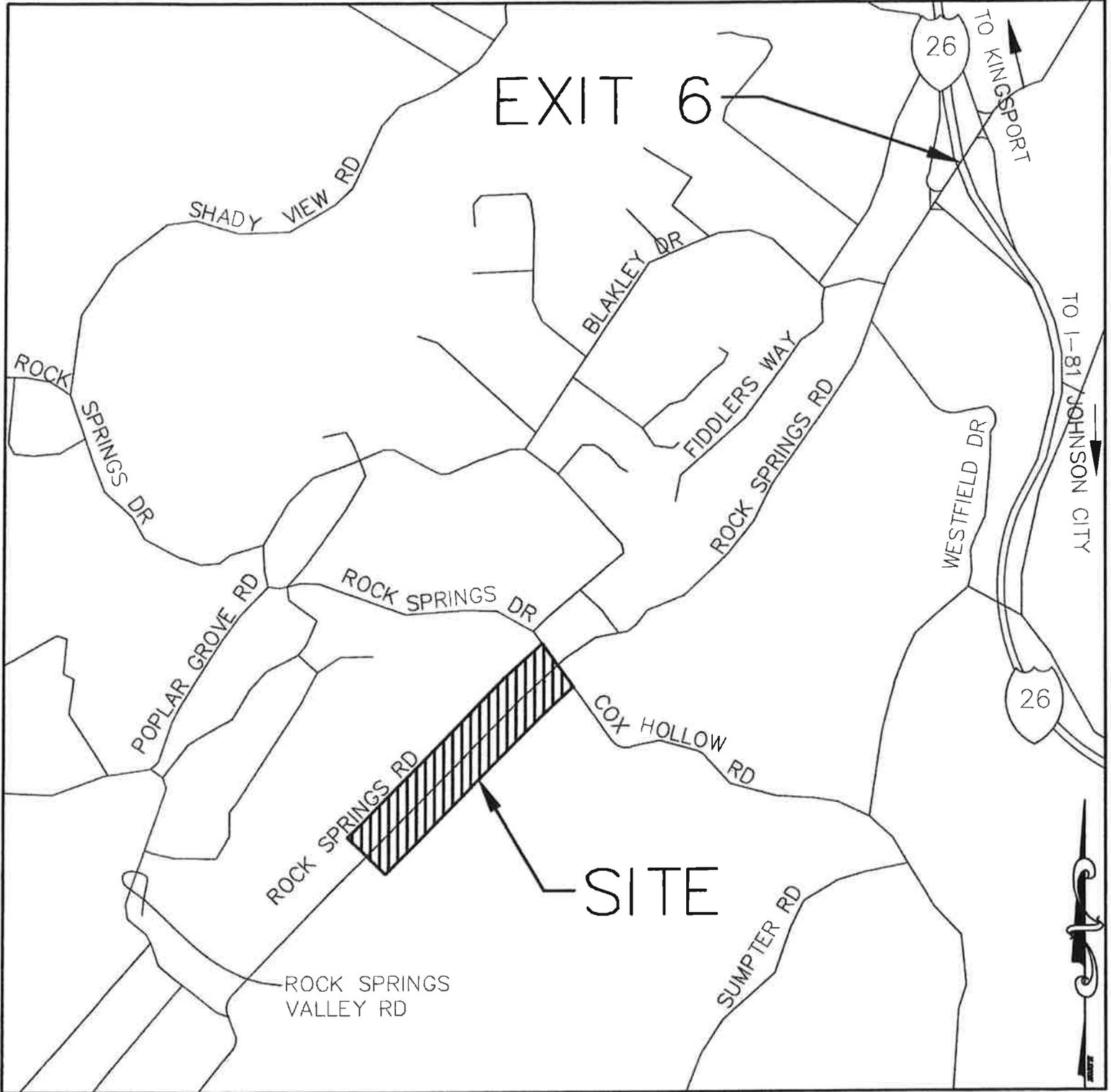
The Bid Opening was held in the Council Room, City Hall.

The Procurement Manager opened with the following bids:

ROCK SPRINGS ROAD IMPROVEMENTS – PHASE 2		
Vendor:	Total Cost:	Comments:
Tipton Construction Co.	\$1,612,921.30	Changes present and initialed.
Thomas Construction Co.	\$1,545,867.45	Changes present and initialed.
American Environmental, LLC	\$1,776,913.00	N/A

NOTE: It was acknowledged that the unit of measure for Lines 46 and 47 is incorrect. Clarification of pricing will be sought from each submitter.

The submitted bids will be evaluated and a recommendation made at a later date.





AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute an Agreement Between the City of Kingsport and the Preston Forest Community Association

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

Action Form No.: AF: 94-2013
Work Session: April 15, 2013
First Reading: April 16, 2013

Final Adoption: April 16, 2013
Staff Work By: Kitty Frazier/Chris McCartt
Presentation By: Chris McCartt

Recommendation: Approve the resolution.

Executive Summary:

The Preston Forest Community Association owns and maintains 3 acres of property in the Preston Forest neighborhood that has been developed into a community park space. The Association requests that this property be conveyed to the City and be included as public space in the City Park inventory. The proposed agreement will be effective July 1, 2013 and obligate the City to match, over a 3-year period, an amount of donation up to \$15,000 for improvements to the Park. Prior to finalization of the agreement the Preston Forest Community Association will be responsible for acquiring consent for the transfer of deed from all the property heirs. Upon execution of the agreement, the City will assume maintenance and administration of the Park property. The Kingsport Parks and Recreation Advisory Committee recommends the City of Kingsport accept the Preston Forest Community Association property and operate it as a City Park.

Attachments:

- 1. Resolution
- 2. Maps

Funding source appropriate and funds are available: _____

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

A RESOLUTION APPROVING AN AGREEMENT WITH THE PRESTON FOREST COMMUNITY ASSOCIATION; APPROVING RECEIPT OF DONATIONS TO THE PRESTON FOREST COMMUNITY ASSOCIATION; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT AND DONATION

WHEREAS, the Preston Forest Community Association owns and maintains 3 acres of property in the Preston Forest neighborhood that has been developed into a community park space; and

WHEREAS, the Association wants to donate this property to the City and be included as public space in the City Park inventory; and

WHEREAS, the proposed agreement will be effective July 1, 2013 which obligates the City to match donations from the Preston Forest Community Association up to \$15,000.00 over a 3-year period, for improvements to the park; and

WHEREAS, funds for the \$15,000.00 match are available in operating budget.

Now therefore,

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

SECTION I. That an agreement with the Preston Forest Community Association 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 agreement with Preston Forest Community Association 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:

AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 2013, by and between the City of Kingsport, Tennessee, a municipal corporation in the state of Tennessee, hereafter called "CITY", and Preston Forest Community Association, a Tennessee nonprofit corporation, hereafter called "ASSOCIATION".

WITNESSETH:

WHEREAS, if it has not already done so, ASSOCIATION is agreeable to convey as a gift approximately three acres of property and some right-of-way to CITY from ASSOCIATION for the use by CITY as a public park; and

WHEREAS, ASSOCIATION would like to donate some funds to CITY for improvements to the public park that will be operated by CITY and CITY will match up to a certain amount under certain conditions; and

WHEREAS, the parties desire to set forth the terms and conditions of their agreement.

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

1. If it has not already done so, ASSOCIATION will donate by deed the three acres and rights-of-way described in Exhibit A to CITY for use as a public park by execution of a proper deed and will cause those parties who hold an interest in the property to execute the deed relinquishing any rights to the property. The conveyance to CITY will be completed by July 1, 2013. The only restriction in the deed is that CITY will use the property for a public park, open to the public, except use can also be made of the property for installation and maintenance of utilities and storm water drainage.

2. Upon conveyance of the property to CITY, it will maintain a public park for use by the general public on the property, and may use it for the other purposes stated hereinabove.

3. CITY in conjunction with ASSOCIATION will work to develop a master plan for the park, although nothing herein will be construed as requiring CITY to develop the park according to such plan.

4. For the time period of January 1, 2014 to July 1, 2017 if ASSOCIATION makes one or more donations to CITY in U. S. dollars for improvements in the park, CITY will match the amount of the donation up to \$15,000 for improvements to the park. All improvements made to the park will belong to CITY. Any improvements installed by ASSOCIATION must be acceptable to CITY and comply with the requirements of CITY.

5. During the term of this Agreement the name of the park will be Preston Forest Park, unless the parties mutually agree to a different name.

6. The term of this Agreement is four years, beginning July 1, 2013.

7. This Agreement will be construed in accordance with the laws of the State of Tennessee, and by all applicable municipal ordinances or codes of the CITY. Suit, if any, will be brought in the state or federal court for Kingsport, Sullivan County, Tennessee.

8. The delay or inaction of any party in the pursuit of such party's remedies as set forth in this Agreement, or available by law, will not operate as a waiver of any of that party's rights or remedies.

9. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision will be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions will continue in full force and effect.

10. In the event that any party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits, because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter "Force Majeure Event"), the party who has been so affected will immediately give notice to the other parties and will take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement will be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, any party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

11. The parties bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other parties, in respect to

all covenants of this Agreement. Nothing herein will be construed as creating any personal liability on the part of any officer or agent of the CITY.

12. The relationship of CITY and ASSOCIATION will be that of independent contractors, and neither CITY or its employees, or ASSOCIATION, or its employees, will under any circumstances, be considered servants or agents of the other; and each party will be at no time legally responsible for any negligence or other wrongdoing by the other party, or their servants, employees or agents.

13. The provisions of the Agreement will be construed as to their fair meaning, and not for or against any party based upon any attributes to such party of the source of the language in question.

14. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between the parties. No representations, agreements, covenants, warranties, or certifications, express or implied, exist as between the parties, except as specifically set forth in the Agreement.

15. All financial obligations of the CITY under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this Agreement will be deemed a pledge of the CITY's credit, or a payment guarantee by the CITY to ASSOCIATION. If appropriated funds are not available, CITY will be relieved of its obligations hereunder.

16. If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. The defaulting Party will have ten (10) days after receipt of the notice of default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan.

17. Wherever in this Agreement either the CITY or ASSOCIATION shall have agreed or promised to perform certain acts or otherwise where the context of this Agreement would require such performance to occur after the termination or expiration of this Agreement, then those agreements and covenants shall survive the termination or expiration of this Agreement and continue to bind the CITY and ASSOCIATION.

18. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by CITY or ASSOCIATION that in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by all parties.

IN WITNESS WHEREOF, the signatures of the parties hereto as of the date and year first written in duplicate original form.

[Acknowledgements Deleted for Inclusion in this Resolution]

**EXHIBIT A TO AGREEMENT BETWEEN
CITY OF KINGSPORT AND PRESTON FOREST COMMUNITY ASSOCIATION**

BEGINNING at a point on the southerly sideline of Suffolk Street, said point being the northeasterly corner of Lot 22, Block I, Preston Forest Subdivision, Section No. 4. Thence with the said sideline of Suffolk Street three calls as follows: N. 67° 01' E., 118.57 feet to a point; thence by a curve to the left with a radius of 161.93 feet, an arc distance of 191.2 feet to a point; thence N. 0° 38' W., 87.34 feet to a point on the easterly sideline of Suffolk Street, corner for other property of Preston Farm Associates. Thence with two new lines through other property of Preston Farm

Associates as follows: N. 75° 08' E., 285.7 feet to a point and S. 24° 17' E., 263.72 feet to a point in the line of Mason-Dixon property. Thence with the Mason-Dixon line S. 65° 43' W., 590.52 feet to a point in said line, said point being the southeasterly corner of Lot 22, Block I, Preston Forest Subdivision Section No. 4. Thence with the easterly line of the said Lot 22, Block I, N. 22° 59' W., 136.24 feet to the point of BEGINNING, and containing 3 acres, more or less, as shown on survey by Daniel C. Gibson dated May 13, 1977, to which reference is hereby expressly made, and being same property conveyed to the Preston Forest Community Association by deed of record in the Register's office for Sullivan County at Blountville, Tennessee, in Deed Book 265C at page 138, to all of which reference is hereby expressly made.

There is also hereby conveyed the mutual non-exclusive right to use the 40-foot right-of-way extending southerly from the divisional line of the property herein conveyed and the Mason-Dixon property to Stone Drive (U.S. Highway 11-W), said right-of-way having been granted to Preston Farm Associates by deed of record in said register's office in Deed Book 318-A at page 323, said right-of-way being 40 feet in width with the westerly line thereof crossing the southerly line of the property herein conveyed at a point 92 feet easterly along the divisional line of the Mason-Dixon property from the southeasterly corner of Lot 22, Block I, Preston Forest Subdivision, Section No. 4, and said right-of-way being shown on the survey by Daniel C. Gibson, heretofore referred to.

There is also conveyed to CITY the right-of-way expressly reserved in the deed or record in said register's office in Deed Book 265C at page 138 for the use and benefit of PRESTON FARM ASSOCIATES to a mutual non-exclusive right-of-way to be used jointly with the PRESTON FOREST COMMUNITY ASSOCIATION and/or the public generally, the said right-of-way heretofore granted, together with a continuation thereof northerly from the divisional line of the Mason-Dixon property through the property herein conveyed to the southerly sideline of Suffolk Street. The right-of-way across the property herein conveyed from Suffolk Street to the divisional line of the Mason-Dixon property and the continuation thereof through the Mason-Dixon property may be dedicated by the Parties of the First Part and/or the Party of the Second Part, and/or their respective successors and assigns, with said right-of-way reserved across the property herein conveyed to be also 40 feet in width, and the same is shown on said survey by Daniel C. Gibson heretofore referred to.

SECTION III. That donations from the Preston Forest Community Association for the park, in accordance with the agreement, are approved.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

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

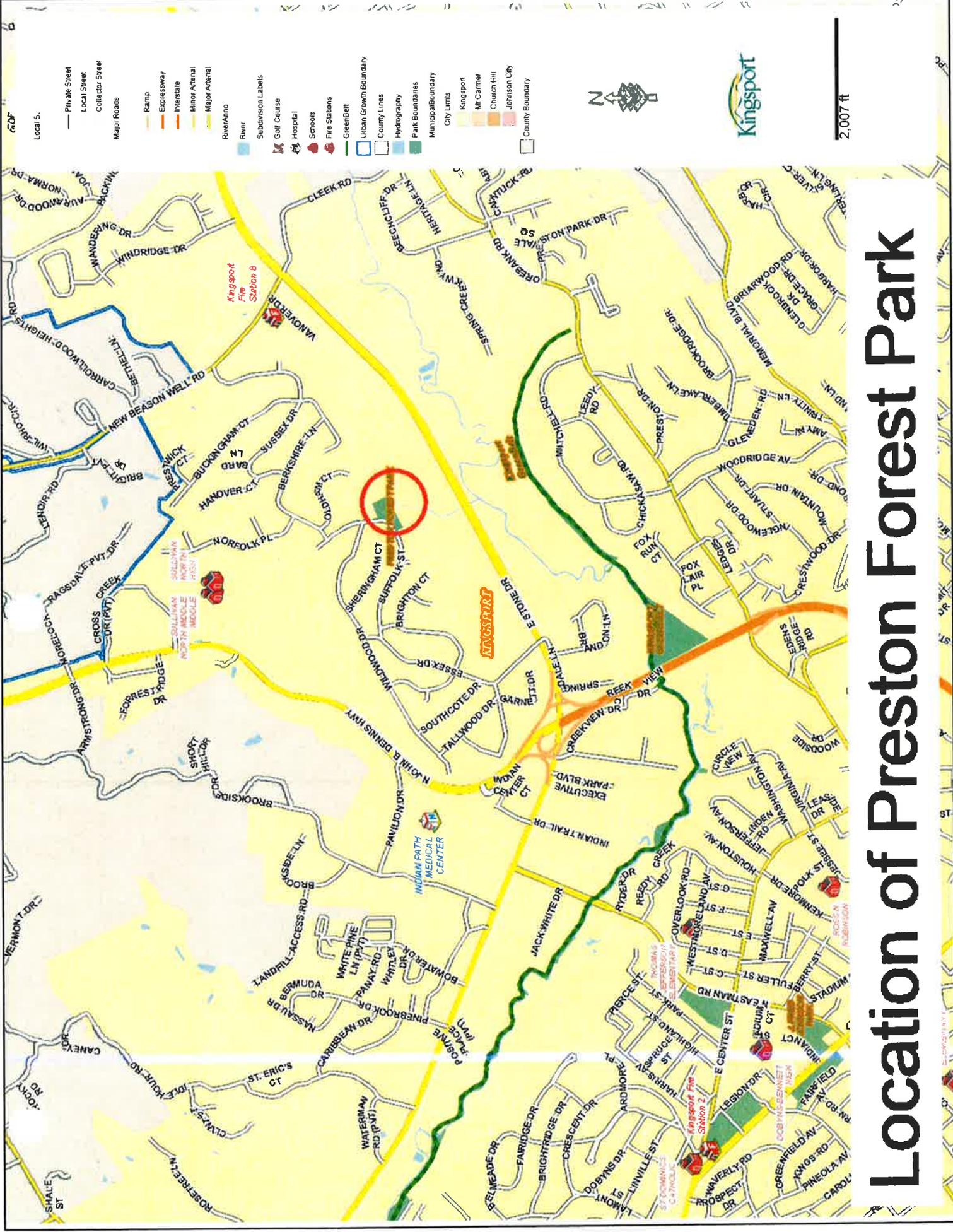
ADOPTED this the 16th day of April, 2013.

DENNIS R. PHILLIPS, MAYOR

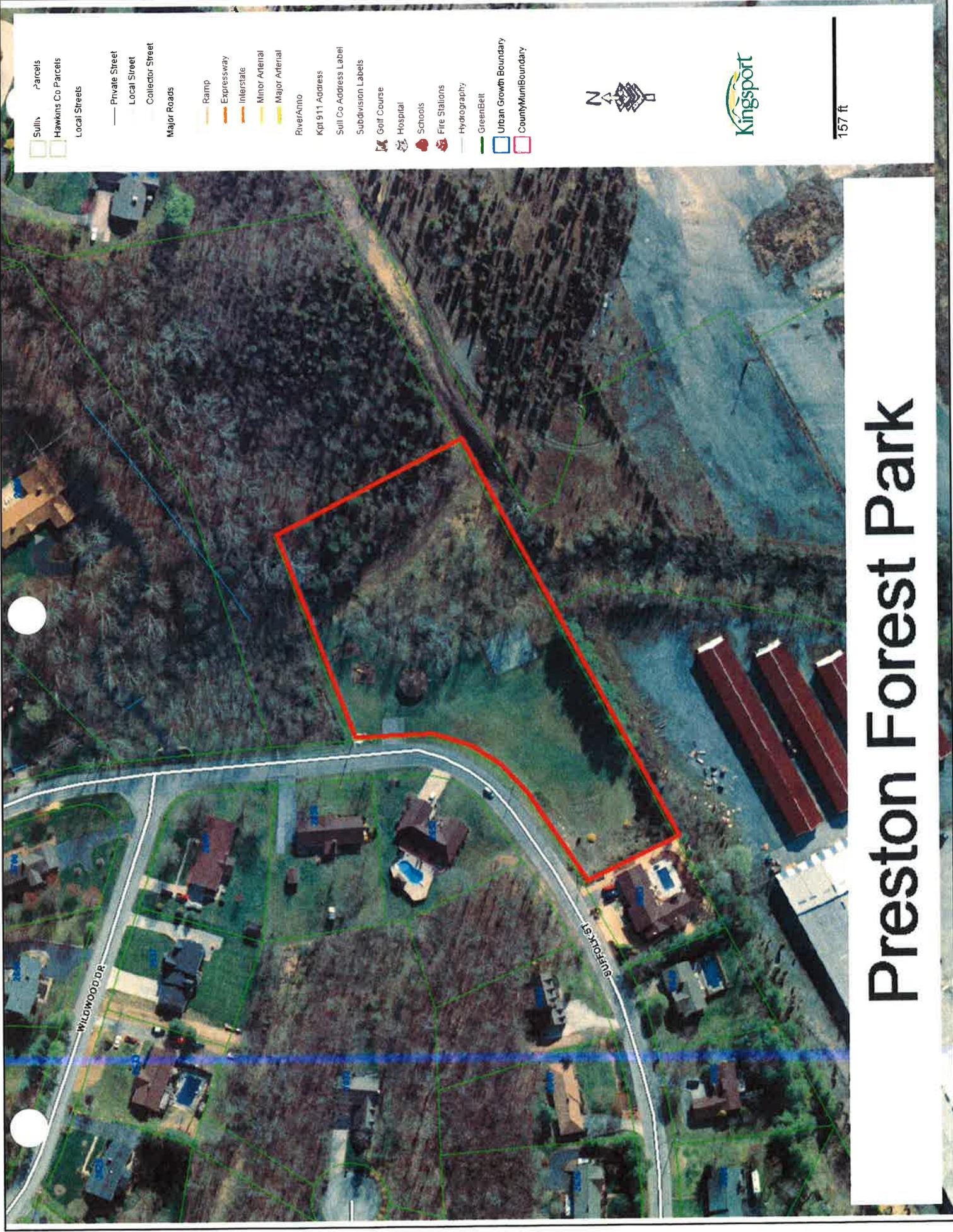
ATTEST:

JAMES H. DEMMING, CITY RECORDER
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



Location of Preston Forest Park



Sullivan Parcels
 Hawkins Co Parcels
 Local Streets

Private Street
 Local Street
 Collector Street

Major Roads

Ramp
 Expressway
 Interstate
 Minor Arterial
 Major Arterial

River/Arroyo
 KPI 911 Address
 Sullivan Co Address Label
 Subdivision Labels

Golf Course
 Hospital
 Schools
 Fire Stations
 Hydrography
 GreenBelt

Urban Growth Boundary
 County/MiniBoundary



157 ft

Preston Forest Park



AGENDA ACTION FORM

Consideration of a Resolution Approving a Release of Claims and Authorizing the Mayor to Execute the Same

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

Action Form No.: AF- 99-2013
 Work Session: April 15, 2013
 First Reading: N/A

Final Adoption: April 16, 2013
 Staff Work By: M. Billingsley
 Presentation By: M. Billingsley

Recommendation: Approve the resolution.

Executive Summary:

The city filed a lawsuit against Victoria R. Adkins for damage caused when Ms. Adkins rear-ended a city vehicle on November 4, 2009. A Judgment of Default was entered against Ms. Adkins on April 26, 2010. The judgment awarded to the city was \$1,549.76, plus the court costs, which is currently \$337.50. A copy of the judgment is attached. Due to her failure to not comply with the financial responsibility law, the Tennessee Department of Safety revoked her driving privileges. To obtain a driver's license the judgment must be satisfied and she must obtain a release executed by the city. Alternatively, a conditional release could be executed indicating that part of the judgment has been satisfied and she has made arrangements to pay the remaining balance, and timely pays the balance as agreed to by the parties.

On April 5, 2013, Ms. Adkins paid \$1,549.76 to the city for the damages to the city vehicle, but this does not pay the judgment in full. There are still court costs and interest to be paid.

When Ms. Adkins fully satisfies the judgment the city will be in a position to execute a full release to Ms. Adkins for this judgment. In anticipation of that event the attached resolution approves the release, authorizes the mayor to execute it and authorizes the city attorney to file a Satisfaction of Judgment with the court, which will conclude the case.

Pending that event the resolution authorizes the execution by the mayor of a conditional release provided she agrees to pay the remaining balance over a specific period of time. Such release is conditional in that her failure to make timely payments on the remaining balance will result in notice of the same to the Tennessee Department of Safety, likely resulting in the revocation of her driving privileges.

Attachments:

1. Resolution
2. Copy of Judgment
3. Sample copy of a Full Release
4. Sample copy of a Conditional Release

Funding source appropriate and funds are available: _____

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

A RESOLUTION APPROVING A RELEASE OF CLAIMS; APPROVING A CONDITIONAL RELEASE UNDER CERTAIN CONDITIONS; AUTHORIZING THE MAYOR TO SIGN THE SAME, AS APPROPRIATE; AUTHORIZING THE CITY ATTORNEY TO FILE A SATISFACTION OF JUDGMENT WITH THE COURT WHEN THE JUDGEMENT IS FULLY SATISFIED; AND AUTHORIZING THE CITY ATTORNEY ISSUE NOTICE IF THE TERMS OF THE CONDITIONAL RELEASE ARE VIOLATED

WHEREAS, On April 16, 2010, a Judgment of Default in the amount of \$1,549.76 was entered by the Court in the matter of City of Kingsport, Tennessee vs. Victoria R. Adkins, Kingsport Law Court Civil Action No. C38428(M) resulting from an vehicle accident on November 4, 2009; and

WHEREAS, on April 5, 2013, Ms. Adkins paid \$1,549.76 to the city on the judgment for the damages to the city owned vehicle; and

WHEREAS, when Ms. Adkins fully satisfies the judgment the city will be in a position to execute a full release to Ms. Adkins for this judgment; and

WHEREAS, pending full satisfaction of the judgment the city execute a conditional release provided she agrees to pay the remaining balance over a specific period of time, on the condition that her failure to make timely payments will result in notice of the same to the Tennessee Department of Safety, likely resulting in the revocation of her driving privileges.

Now therefore,

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

SECTION I. That once Ms. Victoria R. Adkins has paid in full the Judgment of Default entered in City of Kingsport, Tennessee vs. Victoria R. Adkins, Kingsport Law Court Civil Action No. C38428(M), a Full Release is approved.

SECTION II. That once Ms. Victoria R. Adkins has paid in full the Judgment of Default entered in City of Kingsport, Tennessee vs. Victoria R. Adkins, Kingsport Law Court Civil Action No. C38428(M) 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 the Full Release and all other documents necessary and proper to effectuate the purpose of the release or this resolution.

SECTION III. That once Ms. Victoria R. Adkins has paid in full the Judgment of Default entered in City of Kingsport, Tennessee vs. Victoria R. Adkins, Kingsport Law Court Civil Action No. C38428(M) the city attorney is authorized to file a Satisfaction of Judgment in the matter.

SECTION IV. That pending the full satisfaction of the judgment a conditional release, as generally described above, is approved contingent upon a recommendation of the city attorney that arrangements to pay the remaining balance of the judgment satisfactory to the city have been made, which shall be evidenced by the city attorney's approval of the form of the conditional release, and then the mayor or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, a conditional release in a form approved by the city attorney.

SECTION V. That if a conditional release is executed by the city and Ms. Adkins fails to timely pay the judgment as stated in the conditional release the city attorney is authorized to notify the Tennessee Department of Safety and others of the failure of Ms. Adkins to comply with the terms of the conditional release.

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

ADOPTED this the 16th day of April, 2013.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

IN THE LAW COURT
AT KINGSPORT, TENNESSEE

FILED

CITY OF KINGSPORT, TENNESSEE,)
)
Plaintiff,)
)
vs.)
)
VICTORIA R. ADKINS,)
)
Defendant.)
)

2010 APR 16 A 9:09

Civil Action No. C38428(M)

JUDGMENT BY DEFAULT

This cause came on to be heard on the 16th day of April, 2010 before the Honorable John S. McLellan, III, on the Motion of the Plaintiff for a default judgment pursuant to Rule 55.01 of the Tennessee Rules of Civil Procedure, and it appearing to the court that the complaint was filed on November 4, 2009; that the summons and complaint was duly served on the defendant, Victoria R. Adkins on January 15, 2010; and that no answer or other defense has been filed by the defendant, it is hereby

ORDERED, ADJUDGED, and DECREED:

1. That the City of Kingsport sustained damages in the amount of \$1,549.76 due to a motor vehicle accident which occurred on November 7, 2008 at Kingsport, Sullivan County, Tennessee and defendant Victoria R. Adkins is liable for such damages.

2. That Victoria R. Adkins shall pay to the City the amount of damages of \$1,549.76.

3. That all costs in this cause be taxed against the Defendant, Victoria R. Adkins.

ENTER

I HEREBY CERTIFY THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL FILED IN THIS CAUSE


JOHN S. MCLELLAN, III, JUDGE

4/16/10 9:09 am pm

Tommy R. Kerns
CIRCUIT COURT CLERK

APPROVED FOR ENTRY:



J. MICHAEL BILLINGSLEY
BPR No. 007032
Attorney for City of Kingsport
225 West Center Street
Kingsport, Tennessee 37660
(423) 229-9464

CERTIFICATE OF SERVICE

I, J. Michael Billingsley, certify that I have this date served a true and exact copy of the foregoing Judgment upon the Defendant, Victoria R. Adkins, at her address of 3648 Sullivan Gardens Drive, Kingsport, TN 37660 by delivering a copy thereof to her in the United States Mail addressed to her, postage prepaid on this the 16th day of April, 2010.


J. Michael Billingsley, BPR#007032

RELEASE FORM

For the sole consideration of the payment of _____ dollars and _____ cents (\$ _____), the receipt and sufficiency whereof is hereby acknowledged, the undersigned, City of Kingsport, hereby releases and forever discharges Victoria R. Adkins, from any and all claims, for damage to a city owned vehicle caused by a motor vehicle accident on November 4, 2009, on Sullivan Gardens Drive, Kingsport, Tennessee.

The undersigned hereby declares that the terms of this Release Form have been completely read and are fully understood and voluntary accepted for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputes or otherwise, on account of the property damage mentioned above, and for the express purpose of precluding forever any further additional claims arising out of the aforesaid property damage.

IN WITNESS HEREOF, I have hereunder set my hand this _____ day of _____, 2013.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER
APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

CONDITIONAL RELEASE

State of Tennessee
County of Sullivan

The following agreement entered into this ___ day of _____, 2013 between the City of Kingsport, Tennessee and _____.

NOW, WHEREAS the City of Kingsport, Tennessee part sustained damages in the amount of \$_____ due to a motor vehicle accident which occurred on _____ at Kingsport, Sullivan County, Tennessee, and said _____ admits and assumes liability for such damages.

THEREFORE, the following written agreement providing for the payment of the above agreed amount in installments is herewith executed in accordance with Tennessee Laws.

(1) _____ acknowledges liability for the damages of \$_____ caused to the City of Kingsport, Tennessee hereby agrees to pay the City of Kingsport, Tennessee the sum of _____ Dollars (\$_____) and the balance due in monthly payments of _____ Dollars (\$____) each and every month until the \$_____ is fully and finally paid. Said payment will be paid to the Finance Department of the City of Kingsport, Tennessee.

(2) The City of Kingsport, Tennessee, in consideration of the above described payments hereby expressly releases _____ conditionally upon full payment as herein stated above; however, if there is a default in the payments, the Tennessee Department of Safety may revoke the privileges of _____.

(3) Both parties hereby agree that the Tennessee Department of Safety may use this agreement in administering the Financial Responsibility Law.

_____ Date

_____ Date
City of Kingsport, Tennessee

Driver's License Number _____

Personally appeared before me, a Notary Public on this the ____ the day _____, 2013 and acknowledged the execution of the above release.

Notary Public

My commission expires:



AGENDA ACTION FORM

Consideration of a Resolution to Enter into a Professional Services Agreement with CDMSmith for Design of Raw Water Transmission and Intake Improvements and Authorize 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- 95-2013
 Work Session: April 15, 2013
 First Reading: N/A

Final Adoption: April 16, 2013
 Staff Work By: N. Ensor
 Presentation By: R. McReynolds/N. Ensor

Recommendation: Approve the Resolution.

Executive Summary: CDMSmith has been chosen to complete design for Raw Water Transmission and Intake Improvements at the water treatment plant. The critical need for raw water facility replacement was identified in the Kingsport Water Master Plan (2010) and has been evaluated through the City of Kingsport Raw Water Transmission and Intake Improvement Preliminary Engineering Report (2013). The contract amount being requested for authorization is \$924,516.

The existing raw water facilities serve as the only means of source water conveyance and are the most vulnerable process of the entire City of Kingsport water system. The existing system of raw water pipelines consist of a combination of piping constructed in 1928, 1946 and 1977. The existing pipes and valves are in poor conditions and are in need of immediate replacement. At several locations within the raw water piping system is a single pipeline, creating a single point of failure for the City's only source of water supply. A portion of the line is exposed on the side of a rock face, making it vulnerable to vandalism or catastrophic failure due to falling rock. The replacement of all the mechanical, electrical and control systems of the 1970 pump station is required to ensure system redundancy and reliability. The replacement of the City's raw water conveyance infrastructure is critical to ensure long-term reliable drinking water to the citizens of Kingsport.

The Raw Water Intake Transmission and Pump Station Replacement will include construction of a new raw water tunnel, as well as, new pump station at the water treatment plant. Raw water would be conveyed underground toward the new pump station, via 7.5' high and 7.7' wide horseshoe shaped tunnel. The existing pump station would continue to serve as the intake structure and convey water from the South Fork Holston River to the new pump station. A junction box at the head of the raw water tunnel would be built to allow for future addition of a new intake structure. The raw water tunnel would terminate approximately 130' below the surface of the new RWPS. Four vertical shafts would be drilled downward from the new pump station to the raw water tunnel, and 12 MDG vertical turbine pumps each installed in each making a "bottom suction can intake" station.

Funding is available and identified in sewer project WA1200 – Water Plant Improvements.

Attachments:

1. Resolution
2. Proposal

Funding source appropriate and funds are available: _____

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH, INC., FOR DESIGN OF RAW WATER TRANSMISSION AND INTAKE IMPROVEMENTS AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, proposals were received to complete the design for raw water transmission and intake improvements at the water treatment plant; and

WHEREAS, upon review of the proposals, the board finds the proposal from CDM Smith, Inc. is in the best interest and advantage to the city, and the City of Kingsport desires to enter into a professional services agreement with CDM Smith, Inc. in an amount not to exceed \$924,516.00; and

WHEREAS, funds to cover the services in the agreement are available in the sewer project WA1200- Water Plant Improvements.

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

SECTION I. That a professional services agreement with CDM Smith, Inc. for the design for raw water transmission and intake improvements for the water treatment plant in an amount not to exceed \$924,516.00, 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 professional services agreement with CDM Smith, Inc., and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution.

SECTION III. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

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

ADOPTED this the 16th day of April, 2013.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

DENNIS R. PHILLIPS, MAYOR



1100 Marion Street, Suite 200
Knoxville, Tennessee 37921
tel: 865 963-4300
fax: 865 963-4301

April 8, 2013

Ms. Niki Ensor
Water/Wastewater Facilities Manager
City of Kingsport
620 West Industry Drive
Kingsport, TN 37660

Subject: Proposal for Professional Services for Raw Water Intake and Transmission Improvements Final Design and Permitting Services

Dear Niki:

Background

The City of Kingsport (City) owns and operates the City of Kingsport Water Treatment Plant (WTP). The raw water pumping system, consisting of pumps, power supply, raw water piping and appurtenant facilities has been determined to be the most vulnerable part of the Kingsport water system. The condition of the raw water pipelines makes them vulnerable to failure, and improvements to the raw water pump station hydraulics and capacity are required to meet the City's future water treatment needs. Maintenance of reliable raw water pumping supply to Kingsport's only water treatment facility warrants an immediate upgrade to these facilities.

In October 2011, the City issued a Request for Qualifications for professional engineering services for the evaluation of alternatives and project implementation for Raw Water Transmission and Intake Improvements. In March 2012, the City authorized CDM Smith Inc. (CDM Smith) to provide engineering services for the required upgrades. The project will be implemented in a phased approach as follows:

- Task 1 – Preliminary and Final Design
- Task 2 – Permitting

The previous alternatives analysis resulted in the recommendation and City approval of the following system improvements:

- Rock tunnel from the South Holston River to the Kingsport WTP
- Raw water intake junction box with flexibility to connect to a future intake structure
- Raw Water Pump Station – consisting of four, 400 HP vertical turbine pumps (12 MGD nominal capacity each) located in a single story building constructed slab on grade
- 1,500 KW emergency generator and automated switchgear
- Raw water piping and valves to connect with the existing flash mix basin





Ms. Niki Ensor
April 8, 2013

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This proposal is for Tasks 1 and 2 services for final design, permitting, and development of the Opinion of Probable Construction Cost (OPCC) and may be amended for future phase services based on the completion of final design and OPCC. City may select to implement the Raw Water Intake and Transmission Improvements through a Construction Management delivery method.

Scope of Services

Task 1 – Preliminary and Final Design

Task 1.1 – Final Design Kick-off Meeting - CDM Smith will meet with Kingsport staff to finalize project goals and objectives, define project constraints, and establish project schedule. Other topics to be discussed include, but are not limited to:

- Design criteria
- Sources and availability of additional information (if applicable)
- Approach to property and/or easement acquisition
- Other project stakeholders and their potential concerns
- Initial risk discussion (construction phase, operational phase)
- Potential permitting issues

Task 1.2 – Geotechnical Subsurface Investigations- A geotechnical investigation of the tunnel alignment and plant site will be performed with the assistance of a geotechnical subcontractor including soil borings and preparation of a geotechnical baseline report to support final design and bidding. This scope of basic services includes an allowance for geotechnical investigation including the following:

- Prepare a plan for field work to include developing the boring location plan, coordination and obtaining site access permission to conduct field work, preparation of appropriate safety plans.
- A single exploratory boring will be drilled along the proposed alignment using horizontal drilling, and two additional borings will be drill using a convention geotechnical drill rig at both the Raw Water Pump Station and portal location. The core diameter will be either HQ or NQ and will be stored in wooden core boxes.
- The Raw Water Pump Station and portal location borings will be drilled with hollow stem augers and/or rotary wash drilling techniques until auger refusal. After auger refusal the boring will be continued using conventional rock coring methods. Samples



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will be collected continuously for the first ten feet and at nominal five-foot intervals for the soil portions of each boring using a split-barrel sampler.

- A rig capable of horizontal drilling will be used to perform the drilling along the tunnel alignment. Drilling will begin approximately 5 to 10 feet above the ground surface and drill with a very slight downward angle to stay parallel or at a slightly steeper decline to the tunnel alignment at the portal location to allow for the majority of the core to be obtained within the tunnel alignment.
- After the horizontal drilling is completed geophysical testing will be performed. The Geophysical testing will consist of mapping of the boring with an acoustic televiewer. In addition, packer testing will be conducted to provide information on groundwater inflow during tunnel construction and provide information for the design of a lining system on the tunnel.
- An experienced CDM Smith geologist or geotechnical engineer will monitor the drilling and sampling and prepare rock core logs.
- Laboratory tests will be conducted on selected rock core samples from the conventional boreholes. The tests are expected to include visual classification; Mineralogy, Brazilian tensile, Cerchar Abrasion, and Uniaxial compression tests.
- Preparation of a geotechnical baseline report summarizing the results of the geotechnical investigations.

Task 1.3 – Conduct Site Survey – The ENGINEER will perform survey investigations required to complete the final design, permitting, and easement acquisition. The ENGINEER will prepare easement acquisition documents as required. OWNER shall conduct easement procurement services.

Task 1.4 – Preliminary Design – 30 Percent Design– The ENGINEER will undertake the appropriate level of engineering to prepare the preliminary design of the project including equipment sizing and selection, finalizing site layout, evaluation of remaining technical alternatives, hydraulic profile calculations, and other pertinent engineering considerations. The ENGINEER will evaluate project scope options regarding the interface of the proposed project with the existing WTP including yard piping and valve options, construction of a new rapid mix structure, or other future structures that may be beneficial to construct as part of this project for constructability and/or operational benefits to the WTP. The OWNER will select the project interface with the existing WTP facilities at the 30 percent design review meeting. If new structures other than the new Raw Water Pump Station are selected for inclusion within the project, an amendment for final design services for the new structures will be negotiated.



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The preliminary design process will facilitate final design decisions by OWNER and ENGINEER before proceeding with Final Design. 30 Percent Drawings and a Technical Specifications Table of Contents will be delivered upon completion of preliminary design. Five (5) copies of the 30 Percent Drawings and Technical Specifications Table of Contents will be delivered to OWNER for review.

CDM Constructors Inc. (CCI) staff will conduct a preliminary constructability review and will prepare a 30 Percent OPCC.

A Technical Review Committee (TRC) will make an evaluation of the design progress at the 30 percent completion stages. ENGINEER will facilitate a 30 percent design review meeting with the OWNER to review preliminary design, constructability review, and 30 Percent OPCC. ENGINEER personnel that will participate in the workshop will include project management staff, lead engineers for each design discipline, independent senior technical reviewer(s), and CCI project management and cost estimating staff. The workshop will be conducted at the CDM Smith Maitland Office Design Center.

Task 1.5 – Final Design and Contract Documents- In the final design, the ENGINEER shall prepare construction documents for the above listed scope suitable for the preparation of a Guaranteed Maximum Price (GMP) or receipt of bids for construction of the project. This scope assumes that the complete project will be included in one set of Contract Documents. Throughout final design, the ENGINEER will maintain regular contact with OWNER's staff to review the progress of design. Formal constructability and design review meetings with the OWNER will be conducted at the 60- and 90-percent design completion stages. OWNER shall determine at or before the 60-percent design completion stage whether the project will be implemented by Design-Bid-Build or Construction Manager at Risk project delivery method. At the conclusion of final design, drawings and specifications will be submitted to the OWNER and, subsequently, TDEC for final review and approval. Any revisions stemming from these reviews will be resubmitted to responsible agencies to be included in the approved set of construction documents. Final design and Contract Document services to be provided by the ENGINEER are described as follows:

Task 1.5.1: Prepare Construction Contract Drawings – Construction Contract Drawings will be prepared showing the scope, extent, and character of the work to be performed by the contractor. Drawings shall include general, civil, architectural, structural, mechanical, electrical, instrumentation, plumbing, and HVAC drawings.



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Task 1.5.2: Prepare Technical Specifications – Technical specifications for the construction work will be prepared in general conformance with the sixteen-division format of the Construction Specification Institute (CSI).

Task 1.5.3: Prepare General Conditions, Bidding, and Contract Documents – If the OWNER selects Design-Bid-Build method of project delivery, ENGINEER shall prepare Contract Documents including Contract agreement forms, invitation for bids, information for bidders, bid form, Contract, performance bonds, labor and material bonds, general conditions, and supplemental general conditions. If the OWNER selects Construction Manager at Risk as the method of project delivery, the Construction Manager shall prepare Division 00 and Division 01 specifications, Contract agreement and related contract forms, and all related bidding/procurement documentation.

Task 1.5.4: Prepare Sequence of Construction – In consultation with the OWNER, the ENGINEER shall prepare a construction sequencing plan for the plant construction. The plans will include identification of scheduling constraints, construction completion milestones, and definition of construction constraints to minimize construction impacts on existing plant operations. The construction sequencing plan shall be included as part of the construction project manual.

Task 1.5.5: Conduct Technical Reviews – A Technical Review Committee (TRC) will make an evaluation of the design progress at the 60-percent completion stage and a technical review will be conducted at the 90-percent completion stage. Progress drawings and specifications will be submitted to the OWNER prior to each design review meeting. ENGINEER will facilitate the 60- and 90-percent design review meetings. ENGINEER personnel that will participate in the review meetings will include project management staff, lead engineers for each design discipline (as appropriate), independent senior technical reviewer(s), and CCI project management and cost estimating staff.

Task 1.5.6: Prepare Constructability Reviews and Opinions of Probable Construction Cost – The ENGINEER will conduct constructability reviews and prepare construction cost estimates (e.g., Opinions of Probable Construction Cost) at the 60- and 90-percent design completion milestones.

Task 1.5.7: Complete Construction Documents – Following the 90-percent final review meeting and permit reviews, final design modifications will be incorporated in the final Construction Documents. The ENGINEER will be responsible for making copies of and distributing the final Construction Contract Documents.



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Task 1.5.8: Final Review – The ENGINEER will conduct a final discipline cross-checks and final quality review of the construction documents prior to bidding.

Task 2 – Permitting Services

Task 2.1: Regulatory Review – Federal, State, and local permit and approval requirements related to the project construction will be pursued. Where necessary, the ENGINEER will discuss the proposed projects with the applicable regulatory agencies in order to fully define the permit requirements and to identify the major permitting issues that must be resolved.

Task 2.2: Data Collection and Field Investigations – The ENGINEER shall collect data, including field investigations, necessary to complete the permit applications.

Task 2.3: Prepare and Submit Permit Applications – Applications for the required permits and approvals shall be prepared and submitted. This scope of work assumes that permits and approvals that will be required shall be limited to the following:

- Aquatic Resources Alteration Permit (ARAP) from Tennessee Department of Environment and Conservation
- Tennessee Department of Environment and Conservation - Plans Review and Approval for Public Water Systems
- Section 26a Shoreline Construction Permit from Tennessee Valley Authority
- Nationwide Permit 3 from Army Corps of Engineers
- License for Private Utility Occupancy of State Highway Right-of-Way from Tennessee Department of Transportation
- Stormwater Permit (Sediment and Erosion Control)

ENGINEER shall prepare and submit required permit applications. Any related permit application fees and mitigation fees shall be paid directly by the OWNER.

Task 2.4: Agency Meetings and Coordination – The ENGINEER shall coordinate with the regulatory agencies as necessary throughout the permit application and review process. As part of this subtask, once the permit applications are submitted, the ENGINEER shall maintain contact with the regulatory agencies to monitor and, where possible, facilitate the review process.



Ms. Niki Ensor
April 8, 2013

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Time of Completion

The following schedule is the anticipated time of completion for the amended scope of work:

Task Description	Completion Date
Task 1 – Preliminary and Final Design	12 months from NTP
Task 2 – Permitting	12 months from NTP

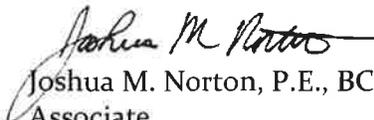
Payment and Compensation

The City of Kingsport shall compensate the Engineer for providing services set forth herein in accordance with the terms of the Agreement. Invoicing for the work shall be monthly on a lump sum percentage of work completed basis. A status report will accompany each progress invoice. This Agreement authorizes a lump sum upper limit amount of \$924,516 for Tasks 1 and 2 services. The project total upper limit shall not exceed \$924,516, without written amendment to this authorization. An estimated breakdown of cost by task is provided for informational purposes below.

Task Description	Task Budget
Task 1 – Preliminary and Final Design	\$897,066
Task 2 – Permitting	\$27,450
Project Total	\$924,516

CDM Smith looks forward to working with the City of Kingsport for the implementation of the Water Treatment Plant Raw Water Intake and Transmission Improvements project. Please contact me with any questions or need for any additional information.

Very truly yours,


Joshua M. Norton, P.E., BCEE
Associate
CDM Smith Inc.

cc: Bernie Maloy



AGENDA ACTION FORM

Consideration of a Re-Appointment to the Kingsport Public Library Commission

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

Action Form No.: AF 93-2013
Work Session: April 15, 2013
First Reading: NA

Final Adoption: April 16, 2013
Staff Work By: Whittaker/Harrison
Presentation By: Mayor Phillips

Recommendation:

Approve the Re- Appointment.

Executive Summary:

Parker Smith has agreed to be re-appointed to the Kingsport Public Library Commission if approved by the Board of Mayor and Alderman. The appointment will be effective 4/30/13 and expire 4/30/16.

Attachments:

- 1. Bio

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

EASTMAN

J. Parker Smith
Vice President & General Manager
Worldwide Manufacturing Support
& Global Quality
Eastman Chemical Company



Parker is a native of Kingsport, Tennessee. In 1976, he graduated from North Carolina State University with a bachelor's degree in mechanical engineering. In 1983, he became a registered professional engineer in the State of Tennessee. He completed the Executive Development Program at the University of Tennessee in 2005.

Parker began his career with Eastman as a co-op student while attending North Carolina State University and after graduation, began a full-time career with Eastman in Kingsport. Parker's first assignment was as the staff engineer for the Machine Shop Department. Subsequent assignments included staff engineering support for field maintenance work, startup engineer and then maintenance for the site waste water treatment facility, supervisor of powerhouse and turbine generator maintenance, supervisor of coal gasification maintenance, the maintenance representative for the chemicals from coal expansion project and then superintendent responsible for all utilities maintenance.

In 1994, he was relocated to Eastman's PET manufacturing facility in Columbia, S.C. where he was responsible for maintenance, utilities, engineering, and site support service functions. While in Columbia, Parker was also involved in providing maintenance checkout and startup resources for Eastman's PET globalization efforts in Mexico, Argentina, and Spain.

In 1999, he moved back to Kingsport as Superintendent of the Centralized Maintenance and Services Division. He also assumed responsibility as the leader of the Eastman Chemical Worldwide Maintenance and Reliability Team. He served in that role until he was appointed to his current position in 2007.

Parker is currently working with several community organizations. Some of them are:

- Boy Scouts of America, Sequoyah Council
- Boys & Girls Club Board of Directors
- College of Engineering, University of Tennessee, Board of Advisors
- Exchange Place Volunteer
- Kingsport Chamber of Commerce
- Kingsport Commission on Higher Education
- Kingsport Library Commission
- Kiwanis Club of Kingsport
- Tennessee Chamber of Commerce
- Tri-Cities Airport Commission

Parker and his wife, Kay Ann, are active members of First Broad Street United Methodist Church. They have one son, Ross.



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the General Project Fund, Meadowview Project Fund and the General Project - Special Revenue Project Fund Budgets by Transferring Funds From Various Projects

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

Action Form No.: AF: 84-2013
 Work Session: April 1, 2013
 First Reading: April 2, 2013

Final Adoption: April 16, 2013
 Staff Work By: Judy Smith
 Presentation By: John Campbell

Recommendation: Approve the Ordinance

Executive Summary:

When it was finally decided that the winery would need to take all of the old Golf Maintenance shed area, including the portion where the new golf shed was going to be built, the square footage increased from the original plan to include the tasting room and a small expansion for the entrance to the tasting room. With the additional square footage, there were additional dollars needed to brick the building and make sure the building was complimentary to the rest of the executive conference center. The amount needed to complete the project is \$69,000. This ordinance will put the additional funds in place.

Attachments:

1. Ordinance

Funding source appropriate and funds are available: _____

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND, MEADOWVIEW PROJECT FUND, AND THE GENERAL PROJECT-SPECIAL REVENUE FUND BUDGETS BY TRANSFERRING FUNDS FROM VARIOUS PROJECTS ; 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 from the Economic Development Land Acquisition project (GP1016) in the amount of \$69,000 to the Street Resurfacing project (GP1219) and that the Meadowview Project Fund budget be amended by transferring funds from the Street Resurfacing project (NC1300) in the amount of \$69,000 to the Meadowview Winery project (MV1200).

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 311: General Project Fund			
Econ Dev Land Acquisition (GP1016)			
Revenues:			
311-0000-368-1037 Series 2009D (BABS) GO	\$ 751,347	\$ (69,000)	\$ 682,347
311-0000-368-2101 Premium From Bond Sale	1,426	0	1,426
Totals:	752,773	(69,000)	683,773
Expenditures:			
311-0000-601-4041 Bond Sale Expense	12,773	0	12,773
311-0000-601-9001 Land	544,769	0	544,769
311-0000-601-9003 Improvements	195,231	(69,000)	126,231
Totals:	752,773	(69,000)	683,773
Fund 111: General Project-Special Revenue Fund			
Street Resurfacing (NC1300)			
Revenues:			
111-0000-391-0100 From General Fund	\$ 274,233	\$ (69,000)	\$ 205,233
Totals:	274,233	(69,000)	205,233
Expenditures:			
111-0000-601-2022 Construction Contracts	274,233	(69,000)	205,233
Totals:	274,233	(69,000)	205,233
Fund 311: General Project Fund			
Street Resurfacing (GP1219)			
Revenues:			
311-0000-368-1037 Series 2009D (BABS) GO	\$ 35,589	\$ 69,000	\$ 104,589
311-0000-368-1040 Series 2011 GO Pub Imp	250,000	0	250,000
Totals:	285,589	69,000	354,589
Expenditures:			
311-0000-601-2022 Construction Contracts	285,589	68,740	354,329
311-0000-601-2023 Arch/Eng/Land	0	260	260
Totals:	285,589	69,000	354,589

**Fund 454: Meadowview Project Fund
Meadowview Winery (MV1200)**

Revenues:

454-0000-391-6900 Visitors Enhancement Fund
454-0000-391-0100 From General Fund

Totals:

	\$	\$	\$
	175,000	0	175,000
	0	69,000	69,000
	175,000	69,000	244,000

Expenditures:

454-0000-601-2023 Arch/Eng/Land
454-0000-601-9003 Improvements

Totals:

	30,362	0	30,362
	144,638	69,000	213,638
	175,000	69,000	244,000

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

ANGELA L. MARSHALL
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____