



## **AGENDA**

### **BOARD OF MAYOR AND ALDERMEN REGULAR WORK SESSION**

**Monday, August 6, 2013  
4:30 p.m.**

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

Mayor Dennis R. Phillips, Presiding  
Alderman John Clark  
Alderman Colette George  
Vice Mayor Mike McIntire

Alderman 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  
David Quillin, Interim Police Chief  
Tim Whaley, Community and Gov't Relations Director

1. Call to Order
2. Roll Call
3. Work Session Tickler
4. Review of Medical Self Insurance for School Employees – Dr. Ailshie/Mark Morgan
5. Update of Economic Impact of Local Sports Tournaments – Judd Teague
6. Review of Items on August 6, 2013 Regular Business Agenda
7. Adjourn

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



## Work Session Tickler

August 5, 2013

### Special Projects

#### ***Kingsport Employee Wellness***

***Terri Evans***

***August 5, 2013***

Kingsport Employee Wellness has been opened since June 26. Utilization from June 26 through July 26, 2013 for the Wellness center is 88%. Of the appointments, 62% are active employees, 18% dependents, 3% retirees, and 5% were no-show appointments.

#### ***Welcome Center***

***Michael Thompson***

***August 5, 2013***

Charles Blalock & Sons, Inc. is the contractor. TDOT estimates that the remaining work on the site will take until the end of July. Removal of erosion control items, re-seeding and final dress-up work are the remaining items of work. The Welcome Center building is under a separate contract, with design complete, State Building Commission and Federal Highway Administration have approved the bid package. The building is expected to advertised August 7, 2013, with a bid opening expected on September 6, 2013. The estimated schedule is for the Welcome Center building contract to have a October construction start and completion estimated in June, 2014. Funding for this project was provided through the Appalachian Regional Commission in 2003. The Tennessee Department of Transportation will maintain the facility and staffing will be provided by the Tennessee Department of Tourist Development.

#### ***Traffic Building***

***Tim Elsea***

***August 5, 2013***

Chapman Construction was the low bidder at \$249,400.00 with a \$10,000.00 built in owner allowance (contingency). Notice to Proceed date was June 7th 2013. The contractor has completed plumbing rough in. Electrical and HVAC subcontractors have begun work. Framing is almost complete. Overall the contractor is making very good progress.

The original cost estimate for the entire renovation was \$285,151.00 for 8,751 square feet, or \$32.59 per square foot of indoor office and storage space. Phase 1 cost of \$102,847.60 plus Phase 2 cost of \$249,400.00 equals \$352,247.60 or \$40.25 per square foot.

#### ***Automated Recycling***

***Ryan McReynolds***

***August 5, 2013***

The Automated Recycling program rolled out with a great deal of success. The second order of 624 new carts has been received and delivered. We have since received an additional 70 requests for carts. Additionally, we have placed a second order of 624 carts that are anticipated to deliver in early to mid-August. Questions related to the service can be referred to the Streets and Sanitation Division at 229-9451.

**Recycling Carts**



***Carousel***

***Chris McCartt***

***August 5, 2013***

Engage Kingsport has launched the last round of fund raising for the carousel project. 'Campaign 2014' seeks donations of \$100 for a set of 6 tickets to have a 'first ride' on the carousel prior to the Grand Opening in mid-2014. Funds from this effort will be used to build a connector building and gift shop from the Farmer's Market to the Pal's Roundhouse. Funds will also be used for re-furbishing the 1956-Hershcell frame. Engage Kingsport is working with the architect and will be ready for a mid-October ground breaking. Work continues on all aspects of the Carousel. Currently all 24 Rounding Boards are on display in City Hall Lobby Gallery. A proposal was made to Food City two weeks ago in contractual form for your approval for the August 6<sup>th</sup> meeting.

***JFJ Stadium Lighting Project***

***Hank Clabaugh***

***August 5, 2013***

Reynolds Electrical Contractors from Dickson, TN is the contractor. The contract price for the JFJ Stadium Lighting Project is \$529,000.00.

This project was completed on Friday July 19 and worked well through the Fun Fest celebration.

One of the electrical conduits behind the stadium will have to be relocated to accommodate the proposed JFJ Stadium Upgrade project. This work will be done at the contractor's expense.

**WTP Raw Water Transmission  
and Intake Replacement Design**

**Niki Ensor**

**August 5, 2013**

Engineer: CDMSmith  
Schedule: May 2013 – May 2014

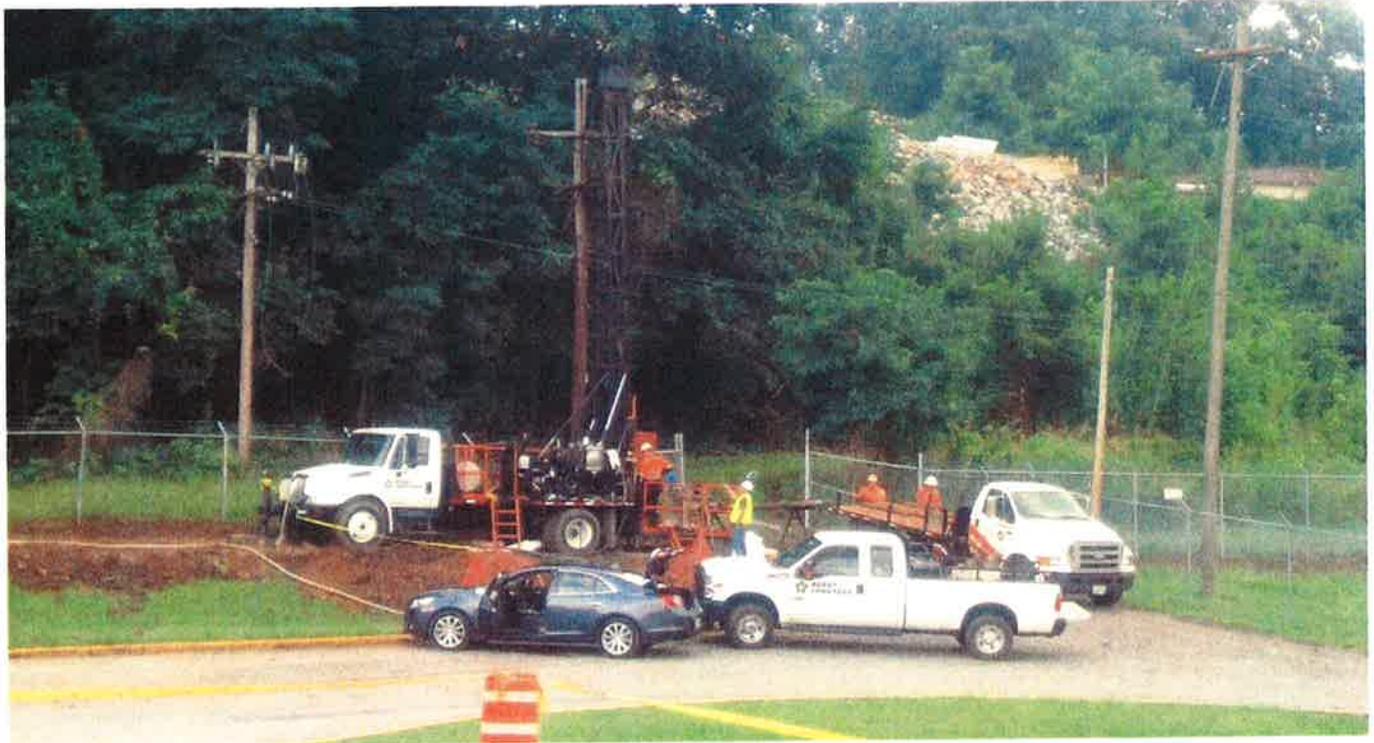
*Project Scope*

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.

*Project Update*

Borings at the water treatment plant began on July 22<sup>nd</sup>. Sub contractors are currently working on the second vertical bore. The first bore terminated at 166 feet. They hope to begin the horizontal bore at the intake the week of Aug 12th.

**Vertical Bore #1**



## **City Departments**

### **Public Works**

#### **Cleek Road Improvements Phase 2**

**Hank Clabaugh**

**August 5, 2013**

Baker's Construction Services is the contractor for this project. The contract price for the Cleek Road Phase 2 Project is \$2,665,661.44. 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 portion of the project from Stone Drive to the Vanover/Cleek Farm entrance will be open by September 14.

The grading of the entire site for the final road bed subgrade is within one foot of final grade for the entire project.

The drilling and blasting/grading of the rock ledges/slopes for the entire project are complete except for a small portion of a rock ledge on the south side of Orebank Road.

Installation of the stormwater infrastructure is also ongoing on the northern shoulder of Orebank Road. Waterline relocation in this area is expected to begin next week.

The excavation for the installation of the future Greenbelt pedestrian tunnel has been completed. A spring was discovered in this area and had to be rerouted. This pedestrian tunnel is on the south side of Reedy Creek.

The bridge foundation work is complete. The concrete for the east side of the bridge deck was placed on Tuesday July 30. The concrete on the west side of the bridge deck is expected to be placed during the week of August 19. Forming and rebar tying for this work will occur during the week of August 12.

The concrete footer work on the pedestrian tunnel will begin during the week of August 5.

#### **Looking southwest from Reedy Creek**



**Looking Northeast from Reedy Creek**



**Looking west through the pedestrian tunnel**



**Looking southwest from Reedy Creek.**



***Engineering Building  
Phase 1  
(No New Update)***

***David Mason***

***August 5, 2013***

Phase 1 Renovations consisted 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 Phase 1 renovations were substantially completed on May 10, 2013. Also, the metal roof coping which is awaiting the delivery of some materials is now complete. All utility installations are complete.

***Fordtown Road Realignment***

***Michael Thompson***

***August 5, 2013***

Summers-Taylor, Inc. has completed all work except for approximately 10 linear feet of sidewalk, which is expected to be completed on 8/1/13 and the road opened to traffic Friday 8/2/13. The contract completion date was 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. The contract price is \$5,578,127.49. 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.

**Fordtown Road Realignment  
Cont'd**



**Near Mitchell Road looking north**

**Rock Springs Road Phase 2**

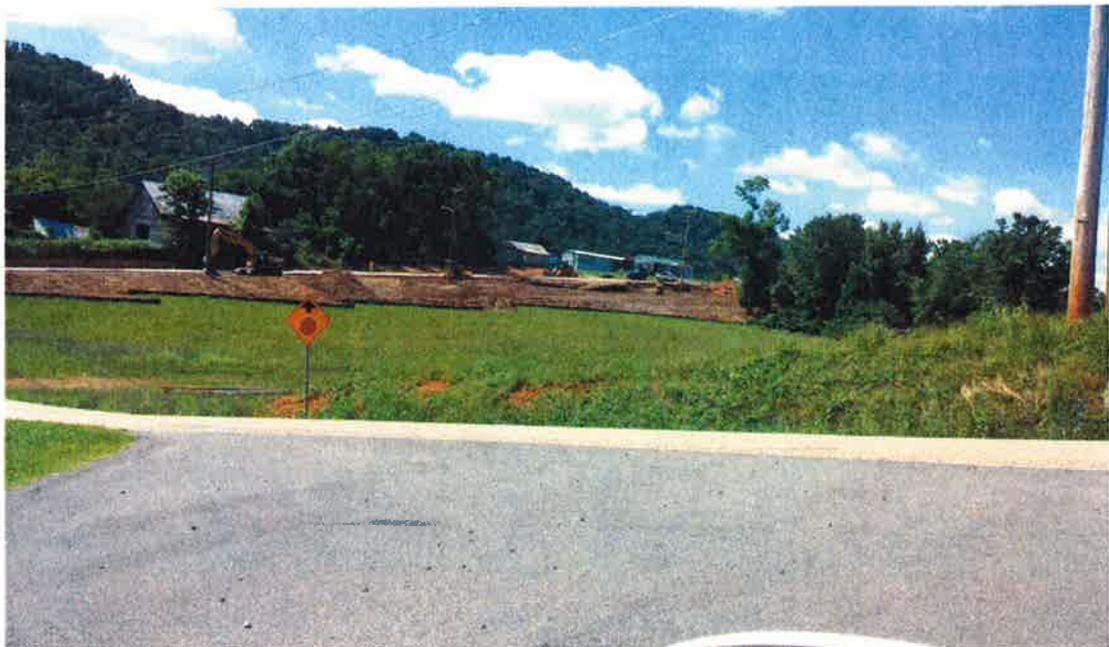
**Tim Elsea**

**August 5, 2013**

Thomas Construction is low bidder at \$1,545,867.45. AEP, Charter and CenturyLink relocation is complete. The new water-line has been tested and passed so the contractor is in the process of making all the new ties. Fill material is still being placed and grade work is continuing. Storm drainage components are being installed. Substantial completion is November 15, 2013 and is defined as final asphalt topping on roadway, striped and open to traffic. Final completion date is December 15, 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.

**Looking Southwest from Rock Springs Drive**



**Wilcox Mobility Path**

**Tim Elsea**

**August 5, 2013**

Phase 5 design is 95% complete and will fill in the gap between Industry Drive and the Sluice Bridge. Work will include drainage components and placing of a 7-foot wide, 6-inch raised sidewalk on the northwestern shoulder of roadway along both the Holston River and Sluice Bridges. Plans have been submitted to TDOT and comments back were minimal. Also the application has been submitted to TDOT requesting the use of non-motorized MTPO funds.

The Traffic Department has conducted speed studies along Arbutus Avenue based on a petition by residents requesting traffic calming. The criteria have been met that were adopted by the Kingsport Board of Mayor and Alderman on June 5, 2007 set forth in the Neighborhood Traffic Management Plan (NTMP). A public meeting was held on July 16, 2013, in the Council Room at City Hall from 11:00 AM to 1:00 PM to meet with residents in the affected area that will be voting on installing two proposed speed tables. Letters were mailed July 29th to the residents with one of three voting options:

- votes in favor of adding the devices
- vote against adding the devices
- abstaining from the vote

Greater than 30% "NO" votes will result in the proposed traffic calming plan failing.



ARBUTUS AVENUE

SCALE 1" = 200'

**Konnarock/Truxton  
Waterline Upgrades**

**Chad Austin**

**August 5, 2013**

Contractor: Tipton Construction, Bristol, TN  
Contract Price: \$954,062.00 (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 Road 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.

All pipes have been installed along the entire project. Truxton waterline is in service to Lynn Garden Dr. Testing on the remaining section from Lynn Garden Dr to the tank will be completed in the next week. The main lines feeding Bays View Ct will be tied over on Friday 8/2. Landscaping and concrete repairs are complete on Konnarock/Warpath. Paving along Truxton still remains but will take place in the next couple of weeks. Project remains on schedule and under budget with only one small change order to repair a road issue on Sherwood.

***Repair of heaved concrete at Sherwood/Konnarock***



**Leisure Services**

**Parks and Recreation**

**Kitty Frazier**

**August 5, 2013**

**Allandale**

**Amphitheater project:** The Allandale Amphitheatre was officially opened on Sunday evening, July 28<sup>th</sup> with a Ribbon Cutting Dedication Ceremony, and the first concert by the Symphony of the Mountains.

**Ribbon Cutting**



**Concert by the Symphony of the Mountains**



**Legal**

**Risk Management**

**Terri Evans**

**August 5, 2013**

---

**Workers' Compensation Claims – July, 2013**

This information is provided at the second meeting of each month to allow for accurate reporting.

**Budget Office**

**Financial Comments**

**Judy Smith**

**August 5, 2013**

Final adjustments are being made to the FY13 budget for the end of the fiscal year and we will be bringing a cleanup ordinance to the BMA at the next work session to adjust some of the budgets to actual as the final revenue comes in. We still have one more month to accrue for Local Option Sales Tax. We should receive that information from the State around the 12<sup>th</sup> – 16<sup>th</sup> of August. We project that sales tax will be about \$500,000 below budget by year end. Normally, we don't close the year until the end of August.



## **AGENDA**

### **BOARD OF MAYOR AND ALDERMEN**

#### **REGULAR BUSINESS MEETING**

**Tuesday, August 6, 2013**

**Council Room – 2<sup>nd</sup> Floor, City Hall**

**7:00 p.m.**

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

Mayor Dennis R. Phillips, Presiding

Alderman John Clark  
Alderman Colette George  
Vice Mayor Mike McIntire

Alderman Tom C. Parham  
Alderman Tom Segelhorst  
Alderman Jantry Shupe

#### **City Administration**

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

#### **I. CALL TO ORDER**

#### **II.A PLEDGE OF ALLEGIANCE TO THE FLAG**

#### **II.B INVOCATION – Ed Clevinger –Pastor – Grace Covenant Church**

#### **III.C. ROLL CALL**

#### **IV. RECOGNITIONS & PRESENTATIONS**

#### **V. APPROVAL OF MINUTES**

1. Regular Work Session 07/22/13
2. Regular Business Meeting 07/23/13

## VI. COMMUNITY INTEREST ITEMS

### AA. PUBLIC HEARINGS

1. Public Hearing and Consideration of Ordinance to Amend Zoning of Parcels 60.10, 61.20, 63.10, 97, and 97.10, Tax Map 119, Located off Fordtown Road and Kendrick Creek Road in the 14<sup>th</sup> Civil District of Sullivan County (AF: 214-2013)
  - Public Hearing
  - Zoning Ordinance – First Reading
  
2. Public Hearing and Consideration of Ordinances to Annex/ Amend Zoning of the Primrose Annexation and Consideration of a Resolution Adopting the Plan of Services (AF: 216-2013)
  - Public Hearing
  - Annex Ordinance – First Reading
  - Zoning Ordinance – First Reading

### **COMMENT**

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

### B. BUSINESS MATTERS REQUIRING FIRST READING

1. Consideration of an Ordinance to Amend the Code of Ordinances, city of Kingsport, Tennessee, Division 2, Section 98-231(b); and to Fix the Effective Date of this Ordinance (AF: 221-2013)
  - Ordinance – First Reading

### C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. Consideration of Ordinance to Amend Zoning of Parcels 19, 20, 22, 23, 24, 24, 25, 26, 27, 28, 28, 29, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, and 48, Tax Maps 45B and 45G, located off Brookhaven Drive in the 12<sup>th</sup> Civil District of Sullivan County (AF: 209-2013)
  - Zoning Ordinance – Second Reading & Final Adoption

### D. OTHER BUSINESS

1. Consideration of a Resolution to Accept Deeds and Deeds of Easement for Various City Projects (AF: 213-2013)
  - Resolution
  
2. Consideration of a Resolution Awarding the Bid for the Purchase of one (1) Tandem Axle Crane and Body Equipped Truck to Smoky Mountain Truck Center, LLC. (AF: 215-2013)
  - Resolution

3. Consideration of a Resolution Approving a Purchase Agreement with Press Commons, LLC and Authorizing the Mayor to Execute the Same (AF: 223-2013)
  - Resolution
4. Consideration of a Resolution Amending a Lease and an Agreement with KEDB (AF: 219-2013)
  - Resolution

**E. APPOINTMENTS**

1. Consideration of Appointments to the Cattails Management Advisory Committee (AF: 220-2013)
  - Appointments

**VII. CONSENT AGENDA**

1. Consideration of a Budget Ordinance Appropriating Available Funds to SW1400 (AF: 195-2013)
  - Budget Ordinance – Second Reading & 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, July 22, 2013, 4:30 PM  
Council Room – City Hall

PRESENT: Board of Mayor and Aldermen

Mayor Dennis Phillips  
Alderman John Clark  
Alderman Colette George  
Alderman Mike McIntire

Vice-Mayor Tom C. Parham  
Alderman Tom Segelhorst  
Alderman Jantry Shupe  
*(arrived after roll call)*

City Administration

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

1. **CALL TO ORDER:** 4:30 p.m. by Mayor Phillips.
2. **ROLL CALL:** By City Recorder Demming.
3. **WORK SESSION TICKLER.** Alderman McIntire asked for an overview of the response made by the city to last week's storm. Public Works Director Ryan McReynolds summarized the damage and how staff has been working to clean-up over the last few days. Deputy Chief Quillin noted it was fortunate there were so many police officers working for the Funfest events that were cancelled that evening, making them available for response. Fire Chief Dye stated TEMA was coming to the area and would be assessing the damage also.
4. **~~KINGSPORT CITY SCHOOLS UPDATE.~~** This item was deleted from the agenda.
5. **WORKER'S COMP PRESENTATION.** Risk Manager Terri Evans gave a presentation on this item, discussing the history of workers compensation. She also reviewed the city's history for expenditures and claims and talked about future changes. Discussion followed and Ms. Evans answered questions from the board.
6. **REVIEW OF AGENDA ITEMS ON THE JULY 23, 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:  
  
**VI.AA.1 Public Hearing and Consideration of Ordinance to Amend Zoning of Parcels 19, 20, 22, 23, 24, 24, 25, 26, 27, 28, 28, 29, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, and 48, Tax Maps 45B and 45G, located off Brookhaven Drive in the 12<sup>th</sup> Civil District of Sullivan County (AF: 209-2013).** City Planner Ken Weems presented information on this item, noting the zoning change was initiated to take advantage of lesser restrictions regarding setbacks.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, July 22, 2013**

**VI.B.1 Consideration of a Budget Ordinance Appropriating Available Funds to SW1400 and a Resolution to Enter into a Professional Services Contract with Gresham, Smith, & Partners for Design of "Reedy Creek Trunk Sewer Improvements" and Authorize the Mayor to Sign All Applicable Documents (AF: 195-2013).** Public Works Director Ryan McReynolds gave details on this item, stating the need and scope for this project. He noted this resolution would authorize the design work for this sewer line.

**VI.D.2 Consideration of a Resolution Authorizing the Mayor to Execute an Amendment to the Contract Between the City of Kingsport and the Tennessee Department of Environment and Conservation (TDEC) (AF: 206-2013).** City Manager Campbell gave information on this item, noting this was the post-closure cost for the landfill. Public Works Director Ryan McReynolds provided further details on the extension of years.

**VI.D.3 Consideration of a Detailed Bond Resolution Authorizing the Issuance of General Obligation Public Improvement Bonds in an Amount Not to Exceed \$28,900,000 (AF: 203-2013).** City Recorder Demming gave details on this item. There was considerable discussion regarding the projects affected by these bonds and the time frame for completing them in regards to selling the bonds. Mayor Phillips commented the consensus he was hearing from the board was they were in agreement these projects needed to be completed but there was concern over the uncertainty of the final bond amount at this time in regards to the stadium and the ball fields. Mr. Campbell stated there would be a better idea of the cost presented in September. The mayor stated the board would like to wait 30 days before proceeding with this item, with the understanding that if something comes up, a called meeting may be necessary.

**VI.D.4 Consideration of Detailed Bond Resolution Authorizing the Issuance of General Obligation Bonds in an Amount Not to Exceed \$1,330,000 (AF: 202-2013).** See Item VI.D.3.

**VI.D.5 Consideration of a Resolution Authorizing the Execution of an Amendment to the Agreement with Gordon Food Service and Authorizing the Mayor to Sign All Applicable Documents (AF: 208-2013).** Jennifer Burleson from School Nutrition Services, provided details on this item and answered questions from the board. Alderman Clark commented he would like for the city to take a more aggressive stand on nutrition and encourage the public to participate as well.

**VI.D.8 Consideration of a Resolution Authorizing the Mayor to Execute an Interlocal Cooperation Agreement with the Emergency Communications District of the City (AF: 211-2013).** City Manager Campbell provided information on this item, stating they would like to move ahead with acquiring a new building. Mr. James Keesling from the 911 Board gave further details on the reasons and requirements needed to upgrade to the next generation of 911.

**BOARD COMMENT.** Alderman Clark commented on Funfest.

**Minutes of the Regular Work Session of the Board of Mayor and Aldermen of  
Kingsport, Tennessee, Monday, July 22, 2013**

**PUBLIC COMMENT.** None.

**5. ADJOURN.** Seeing no other matters presented for discussion at this work session, Mayor Phillips adjourned the meeting at 6:05 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, July 23, 2013, 7:00 PM  
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding

Alderman John Clark

Alderman Colette George

Vice-Mayor Mike McIntire

Alderman Tom C. Parham

Alderman Tom Segelhorst

Alderman Jantry Shupe

City Administration

John G. Campbell, City Manager

J. Michael Billingsley, City Attorney

James H. Demming, City Recorder

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor Dennis R. Phillips.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Girl Scout Victoria Stamper.
- II.B. **INVOCATION:** Richard Dice, Pastor – Christ Church.
- III. **ROLL CALL:** By City Recorder Demming. All Present.
- IV. **RECOGNITIONS AND PRESENTATIONS.**
  1. Girl Scout Bronze Award – Victoria Stamper was presented a proclamation from the Mayor for her Domtar Park project that earned her this award.
  2. Keep Kingsport Beautiful Beautification Awards – Robin Cleary.
- V. **APPROVAL OF MINUTES.**

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

- A. July 8, 2013 Regular Work Session
- B. July 9, 2013 Regular Business Meeting

Approved: All present voting “aye.”

VI. **COMMUNITY INTEREST ITEMS.**

AA. **PUBLIC HEARINGS.**

1. **Public Hearing and Consideration of Ordinance to Amend Zoning of Parcels 19, 20, 22, 23, 24, 24, 25, 26, 27, 28, 28, 29, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, and 48, Tax Maps 45B and 45G, located off Brookhaven Drive in the 12<sup>th</sup> Civil District of Sullivan County (AF: 209-2013).** City Planner Ken Weems presented this item.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, July 23, 2013**

**PUBLIC COMMENT ON ITEM VI.AA.1. None.**

Motion/Second: McIntire/George, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG BROOKHAVEN DRIVE TO R-1C, RESIDENTIAL DISTRICT IN THE 12<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**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 a Budget Ordinance Appropriating Available Funds to SW1400 and a Resolution to Enter into a Professional Services Contract with Gresham, Smith, & Partners for Design of "Reedy Creek Trunk Sewer Improvements" and Authorize the Mayor to Sign All Applicable Documents (AF: 195-2013).** Public Works Director Ryan McReynolds presented information on this item, summarizing the details of this project. He commented on the capacity assurance model and the identification of weak areas in the system.

Motion/Second: Segelhorst/McIntire, to pass:

AN ORDINANCE TO AMEND THE SEWER PROJECT FUND BY TRANSFERRING FUNDS FOR THE REEDY CREEK TRUNK LINE FOR THE FISCAL YEAR ENDING JUNE 30, 2014; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: Segelhorst/Parham, to pass:

**Resolution No. 2014-019,** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH GRESHAM, SMITH & PARTNERS FOR DESIGN OF REEDY CREEK TRUNK SEWER IMPROVEMENTS AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

Passed: All present voting "aye."

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

1. **Consideration of Ordinances to Annex/Amend Zoning of the Bennett Annexation (AF: 178-2013).**

Motion/Second: McIntire/Shupe, to pass:

**ORDINANCE NO. 6332,** AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, July 23, 2013**

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

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

Motion/Second: McIntire/Clark, to pass:

**ORDINANCE NO. 6333**, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG MEMORIAL BOULEVARD B-3, HIGHWAY ORIENTED BUSINESS DISTRICT IN THE 7<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**2. Consideration of Ordinances to Annex/Amend Zoning of the Shadyside Drive Annexation (AF: 194-2013).**

Motion/Second: Shupe/McIntire, to pass:

**ORDINANCE NO. 6334**, AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 13<sup>TH</sup> 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

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

Motion/Second: McIntire/Parham, to pass:

**ORDINANCE NO. 6335**, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG SHADYSIDE DRIVE TO R-1B, RESIDENTIAL DISTRICT IN THE 13<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**3. Consideration of an Ordinance Establishing the FY14 Tax Rate for City of Kingsport Sullivan County and City of Kingsport Hawkins County (AF: 190-2013).**

Motion/Second: George/Clark, to pass:

**ORDINANCE NO. 6336**, AN ORDINANCE PROVIDING FOR AND FIXING THE TAX RATE ON ALL REAL, PERSONAL, AND MIXED PROPERTY WITHIN THE CITY OF KINGSPORT, SULLIVAN COUNTY AND THE CITY OF KINGSPORT, HAWKINS

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, July 23, 2013**

COUNTY WHICH IS TAXABLE ON THE BASIS OF ASSESSMENTS MADE BY THE COUNTY PROPERTY ASSESSORS AND THE DIVISION OF PROPERTY ASSESSMENTS OF THE STATE OF TENNESSEE FOR THE YEAR 2013; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**D. OTHER BUSINESS.**

**1. Consideration of a Resolution Authorizing the Mayor to Execute a License Agreement with the Tennessee Department of Environment and Conservation for Its Access to an Air Monitoring Station (AF: 191-2013).**

Motion/Second: Clark/Segelhorst, to pass:

**Resolution No. 2014-020**, A RESOLUTION APPROVING A LICENSE AGREEMENT WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT; AND AUTHORIZING THE MAYOR TO MAKE CERTAIN CHANGES TO THE AGREEMENT, IF NEEDED

Passed: All present voting "aye."

**2. Consideration of a Resolution Authorizing the Mayor to Execute an Amendment to the Contract Between the City of Kingsport and the Tennessee Department of Environment and Conservation (TDEC) (AF: 206-2013).**

Motion/Second: Parham/Shupe, to pass:

**Resolution No. 2014-021**, A RESOLUTION APPROVING AN AMENDMENT TO THE "CONTRACT IN LIEU OF A PERFORMANCE BOND" WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION INCREASING THE AMOUNT OF FINANCIAL ASSURANCE FOR THE LANDFILL; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT OR THIS RESOLUTION

Passed: All present voting "aye."

**3. Consideration of a Detailed Bond Resolution Authorizing the Issuance of General Obligation Public Improvement Bonds in an Amount Not to Exceed \$28,900,000 (AF: 203-2013). No action was taken on this item.**

Motion/Second: Parham/Clark, to defer:

RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE, AND PAYMENT OF NOT TO EXCEED \$28,900,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, IN ONE OR MORE SERIES, OF THE CITY OF KINGSFORT, TENNESSEE, AND PROVIDING THE DETAILS THEREOF

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen  
of the City of Kingsport, Tennessee, Tuesday, July 23, 2013**

**4. Consideration of Detailed Bond Resolution Authorizing the Issuance of General Obligation Bonds in an Amount Not to Exceed \$1,330,000 (AF: 202-2013). No action was taken on this item.**

Motion/Second: Parham/Clark, to defer:

RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE, AND PAYMENT OF NOT TO EXCEED \$1,330,000 GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, OF THE CITY OF KINGSPORT, TENNESSEE, AND PROVIDING THE DETAILS THEREOF

**5. Consideration of a Resolution Authorizing the Execution of an Amendment to the Agreement with Gordon Food Service and Authorizing the Mayor to Sign All Applicable Documents (AF: 208-2013).**

Motion/Second: George/Shupe, to pass:

**Resolution No. 2014-022**, A RESOLUTION RENEWING AN AGREEMENT WITH GORDON FOOD SERVICE FOR FISCAL YEAR 2014 FOR USE BY THE CITY OF KINGSPORT SCHOOL AND NUTRITION PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

Passed: All present voting "aye."

**6. Consideration of a Resolution Applying for the State Industrial Access Program with the Tennessee Department of Transportation and Authorizing the Mayor to Execute the Application and Any and All Other Documents (AF: 204-2013).**

Motion/Second: McIntire/Shupe, to pass:

**Resolution No. 2014-023**, A RESOLUTION APPLYING FOR THE STATE INDUSTRIAL ACCESS PROGRAM WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE APPLICATION

Passed: All present voting "aye."

**7. Consideration of a Resolution Approving an Agreement/Memorandum of Understanding with the Jacobs Job Corps Civilian Conservation Center (AF: 205-2013).**

Motion/Second: Segelhorst/Shupe, to pass:

**Resolution No. 2014-024**, A RESOLUTION APPROVING AN AGREEMENT/MEMORANDUM OF UNDERSTANDING WITH JACOBS CREEK JOB CORPS CIVILIAN CONSERVATION CENTER 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."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, July 23, 2013**

**8. Consideration of a Resolution Authorizing the Mayor to Execute an Interlocal Cooperation Agreement with the Emergency Communications District of the City (AF: 211-2013).**

Motion/Second: Segelhorst/Clark, to pass:

**Resolution No. 2014-025**, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE EMERGENCY COMMUNICATIONS DISTRICT OF THE CITY OF KINGSPORT AND THE CITY OF KINGSPORT AND RATIFYING ALL ACTS FROM JULY 1, 2012 CONSISTENT WITH THE AGREEMENT

Passed: All present voting "aye."

**9. Consideration of a Resolution Approving a License Agreement with SESAC (AF: 207-2013).** City Attorney Billingsley provided information on this item, noting this agreement was one of three.

Motion/Second: Segelhorst/Parham, to pass:

**Resolution No. 2014-026**, A RESOLUTION APPROVING A LICENSE AGREEMENT WITH SOCIETY OF EUROPEAN STAGE AUTHORS AND COMPOSERS, 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."

**10. Consideration of a Resolution Approving the Construction and Joint Use of Call Taking and Dispatching Facility with the Emergency Communications District of Kingsport (AF: 197-2013).** City Manager Campbell noted this item was added to the agenda after the work session yesterday as the 911 Board is pursuing a new facility.

Motion/Second: Shupe/McIntire, to pass:

**Resolution No. 2014-027**, A RESOLUTION APPROVING THE CONSTRUCTION AND JOINT USE OF A CALL TAKING AND DISPATCHING FACILITY WITH THE EMERGENCY COMMUNICATIONS DISTRICT OF THE CITY OF KINGSPORT

Passed: All present voting "aye."

**E. APPOINTMENTS/REAPPOINTMENTS.**

**Appointments/Reappointments are considered under one motion.**

Motion/Second: Shupe/Clark, to approve:

**1. Consideration of Appointments to the Regional Planning Commission (AF: 210-2013).**

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, July 23, 2013**

Approve:

APPOINTMENTS OF MR. JOHN MOODY AND MS. BEVERLY PERDUE TO SERVE ON THE **REGIONAL PLANNING COMMISSION**. MR. MOODY WILL BE REPLACING COLETTE GEORGE AND HIS APPOINTMENT WILL BE EFFECTIVE IMMEDIATELY AND WILL EXPIRE ON 6/30/16. MS. PERDUE'S APPOINTMENT WILL BE EFFECTIVE IMMEDIATELY AND EXPIRE 7/23/17.

Passed: All present voting "aye" except George "abstained."

**2. Consideration of Appointment to the Gateway Review Commission (AF: 212-2013).**

Approve:

APPOINTMENT OF MR. GEORGE COLEMAN TO SERVE ON THE **GATEWAY REVIEW COMMISSION** TO REPLACE HEATHER COOK WHO HAS BEEN APPOINTED TO THE PLANNING COMMISSION. HIS APPOINTMENT WILL BE EFFECTIVE IMMEDIATELY AND WILL EXPIRE 8/30/15.

Passed: All present voting "aye."

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

Motion/Second: Segelhorst/Parham, to adopt:

**1. Consideration of an Ordinance to Appropriate the Funds to Enter into a Materials Agreement with Danny Karst Related to the Edinburgh Phase 4 Development (AF: 192-2013).**

Adopt:

**Ordinance No. 6337**, AN ORDINANCE TO AMEND THE WATER AND SEWER PROJECT FUNDS BY DECREASING FUNDS TRANSFERRED TO THE EDINBURGH PHASE 4 MATERIALS AGREEMENT PROJECTS (WA1379 AND SW1379); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

**VIII. COMMUNICATIONS.**

**A. CITY MANAGER.** Mr. Campbell thanked the employees for the extra hours worked during Funfest and also the added load for emergency response during the storm.

**B. MAYOR AND BOARD MEMBERS.** Alderman George commended the City, the Chamber and sponsors for a wonderful Funfest event. Ms. George also stated the last fundraiser for the carousel was underway and tickets could be purchased at Blue Ridge Properties for the first ride on the carousel.

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, July 23, 2013**

Alderman Segelhorst commented he has heard people feel safe coming to Funfest and other Kingsport events. He encouraged people to come see the Kingsport Mets play. Mr. Segelhorst also commented on the flooding from the storm, noting ways to donate and who victims should contact for assistance.

Alderman Shupe pointed out the great community spirit after the flood and applauded staff.

Alderman Clark commented on the positive financial benefit that Funfest provides to Kingsport and talked about the many health initiatives in the city, encouraging citizens to participate.

Alderman Parham commented favorably on Funfest. He also discussed ways victims of the flood event could receive help. Mr. Parham remarked on a recent editorial and clarified the role of the BMA, noting they were all unified in purpose to improve the city.

Vice-Mayor McIntire thanked the city employees and volunteers regarding Funfest.

Mayor Phillips asked the city manager and the city attorney to find a way for the city to donate money that would aid flood victims. He also thanked everyone who helped out.

**C. VISITORS.** Ms. Mary McNabb commented on the flood. Ms. Barbara Brown commented on a newspaper article. Ms. Julana McClellan commented on a Funfest event.

**IX. ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 8:10 p.m.

---

ANGELA MARSHALL  
Deputy City Recorder

---

DENNIS R. PHILLIPS  
Mayor



**AGENDA ACTION FORM**

**Public Hearing and Consideration of Ordinance to Amend Zoning of Parcels 60.10, 61.20, 63.10, 97, and 97.10, Tax Map 119, Located off Fordtown Road and Kendrick Creek Road in the 14<sup>th</sup> Civil District of Sullivan County**

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

Action Form No.: AF: 214-2013  
 Work Session: August 5, 2013  
 First Reading: August 6, 2013  
 Final Adoption: August 20, 2013  
 Staff Work By: Ken Weems  
 Presentation By: Ken Weems

**Recommendation:**

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone parcels from B-4P, Planned Business District to TA/C, Tourist Accommodation/ Commerce District.

**Executive Summary:**

This is an owner-requested rezoning of approximately 5 acres/ 5 parcels located on Fordtown Road and Kendrick Creek Road from B-4P to TA/C. The rezoning area currently contains vacant land and two single family homes currently in various stages of demolition. The rezoning will allow commercial development consistent with the rest of the Heritage Point Towne Center, which was also rezoned TA/C in late 2012. One phone call, supportive of the rezoning effort, was received from an adjacent property owner. During their July 2013 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the rezoning to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on July 22, 2013.

**Attachments:**

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

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

	Y	N	O
Clark	—	—	—
George	—	—	—
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 August 6, 2013 to consider the rezoning for parcels 60.10, 61.20, 63.10, 97, and 97.10, Tax Maps 119D, 119E, and 119F located along Fordtown Road and Tri-Cities Xing from B-4P District to TA/C District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

### Tract 1:

BEGINNING at a point, said point being the northern corner of parcel 97.10 in common with the southern right-of-way of Tri-Cities Xing, Tax Map 119D; thence in a southeasterly direction, approximately 238 feet to a point, said point being the eastern corner of parcel 97.10 in common with the northern right-of-way of Interstate 81; thence in a southwesterly direction, following the northern right-of-way of Interstate 81, approximately 360 feet to a point, said point being the western corner of parcel 97 in common with the northern right-of-way of Interstate 81; thence in a northeasterly direction, in an arc, following the southern right-of-way of Tri-Cities Xing, approximately 430 feet to the point of BEGINNING, and being all of parcels 97 and 97.10, Tax Map 119D as shown on the March 2011 Sullivan County Tax Maps.

### Tract 2:

BEGINNING at a point, said point being the eastern corner of parcel 63.10 in common with the northern right-of-way of Fordtown Road, Tax Map 119E; thence in a southwesterly direction, following the northern right-of-way of Fordtown Road, approximately 240 feet to a point, said point being the southern corner of parcel 63.10 in common with the northern right-of-way of Fordtown Road; thence in a northwesterly direction, approximately 210 feet to a point, said point being the western corner of parcel 63.10 in common with the southern right-of-way of Interstate 81; thence in a northeasterly direction, following the southern right-of-way of Interstate 81, approximately 195 feet to a point, said point being the northern corner of parcel 63.10 in common with the southern right-of-way of Interstate 81; thence in a southeasterly direction, approximately 70 feet to the point of BEGINNING, and being all of parcel 63.10, Tax Maps 119E and 119F as shown on the March 2011 Sullivan County Tax Maps.

### Tract 3:

BEGINNING at a point, said point being the eastern corner of parcel 61.20, Tax Map 119E; thence in a southwesterly direction, approximately 390 feet to a point, said point being the southern corner of parcel 60.10; thence in a northwesterly direction, approximately 300 feet to a point, said point being the western corner of parcel 60.10 in common with the southern right-of-way of Fordtown Road; thence in a northeasterly direction, following the southern right-of-way of Fordtown Road,

approximately 380 feet to a point, said point being the northwestern corner of parcel 61.20; thence in an easterly direction, following the southern right-of-way of Fordtown Road, approximately 60 feet to a point, said point being the northeastern corner of parcel 61.20; thence in a southeasterly direction, approximately 410 feet to the point of BEGINNING, and being all of parcels 60.10 and 61.20, Tax Map 119E 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 and description is on file in the offices of the City Manager and Planning Manager for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.

CITY OF KINGSPORT  
Angie Marshall, Deputy City Clerk  
PIT: 7/22/13

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG FORDTOWN ROAD AND TRI-CITIES XING TO TA/C, TOURIST ACCOMMODATION/ COMMERCE DISTRICT IN THE 14<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Fordtown Road and Tri-Cities Xing to TA/C, Tourist Accommodation/ Commerce District, in the 14<sup>th</sup> Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

Tract 1:

BEGINNING at a point, said point being the northern corner of parcel 97.10 in common with the southern right-of-way of Tri-Cities Xing, Tax Map 119D; thence in a southeasterly direction, approximately 238 feet to a point, said point being the eastern corner of parcel 97.10 in common with the northern right-of-way of Interstate 81; thence in a southwesterly direction, following the northern right-of-way of Interstate 81, approximately 360 feet to a point, said point being the western corner of parcel 97 in common with the northern right-of-way of Interstate 81; thence in a northeasterly direction, in an arc, following the southern right-of-way of Tri-Cities Xing, approximately 430 feet to the point of BEGINNING, and being all of parcels 97 and 97.10, Tax Map 119D as shown on the March 2011 Sullivan County Tax Maps.

Tract 2:

BEGINNING at a point, said point being the eastern corner of parcel 63.10 in common with the northern right-of-way of Fordtown Road, Tax Map 119E; thence in a southwesterly direction, following the northern right-of-way of Fordtown Road, approximately 240 feet to a point, said point being the southern corner of parcel 63.10 in common with the northern right-of-way of Fordtown Road; thence in a northwesterly direction, approximately 210 feet to a point, said point being the western corner of parcel 63.10 in common with the southern right-of-way of Interstate 81; thence in a northeasterly direction, following the southern right-of-way of Interstate 81, approximately 195 feet to a point, said point being the northern corner of parcel 63.10 in common with the southern right-of-way of Interstate 81; thence in a southeasterly direction, approximately 70

feet to the point of BEGINNING, and being all of parcel 63.10, Tax Maps 119E and 119F as shown on the March 2011 Sullivan County Tax Maps.

Tract 3:

BEGINNING at a point, said point being the eastern corner of parcel 61.20, Tax Map 119E; thence in a southwesterly direction, approximately 390 feet to a point, said point being the southern corner of parcel 60.10; thence in a northwesterly direction, approximately 300 feet to a point, said point being the western corner of parcel 60.10 in common with the southern right-of-way of Fordtown Road; thence in a northeasterly direction, following the southern right-of-way of Fordtown Road, approximately 380 feet to a point, said point being the northwestern corner of parcel 61.20; thence in an easterly direction, following the southern right-of-way of Fordtown Road, approximately 60 feet to a point, said point being the northeastern corner of parcel 61.20; thence in a southeasterly direction, approximately 410 feet to the point of BEGINNING, and being all of parcels 60.10 and 61.20 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 \_\_\_\_\_



<b>PROPERTY INFORMATION</b>	
<b>ADDRESS</b>	1955, 1967 Kendrick Creek Rd + 1637, 1650, & 1651 Fordtown Rd
<b>DISTRICT</b>	14
<b>OVERLAY DISTRICT</b>	Gateway
<b>EXISTING ZONING</b>	B-4P (Planned Commercial District)
<b>PROPOSED ZONING</b>	TA/C (Tourist Accommodation/ Commerce District)
<b>ACRES</b>	5+/-
<b>EXISTING USE</b>	Single Family/ Vacant
<b>PROPOSED USE</b>	Commercial/ Tourist Accommodation

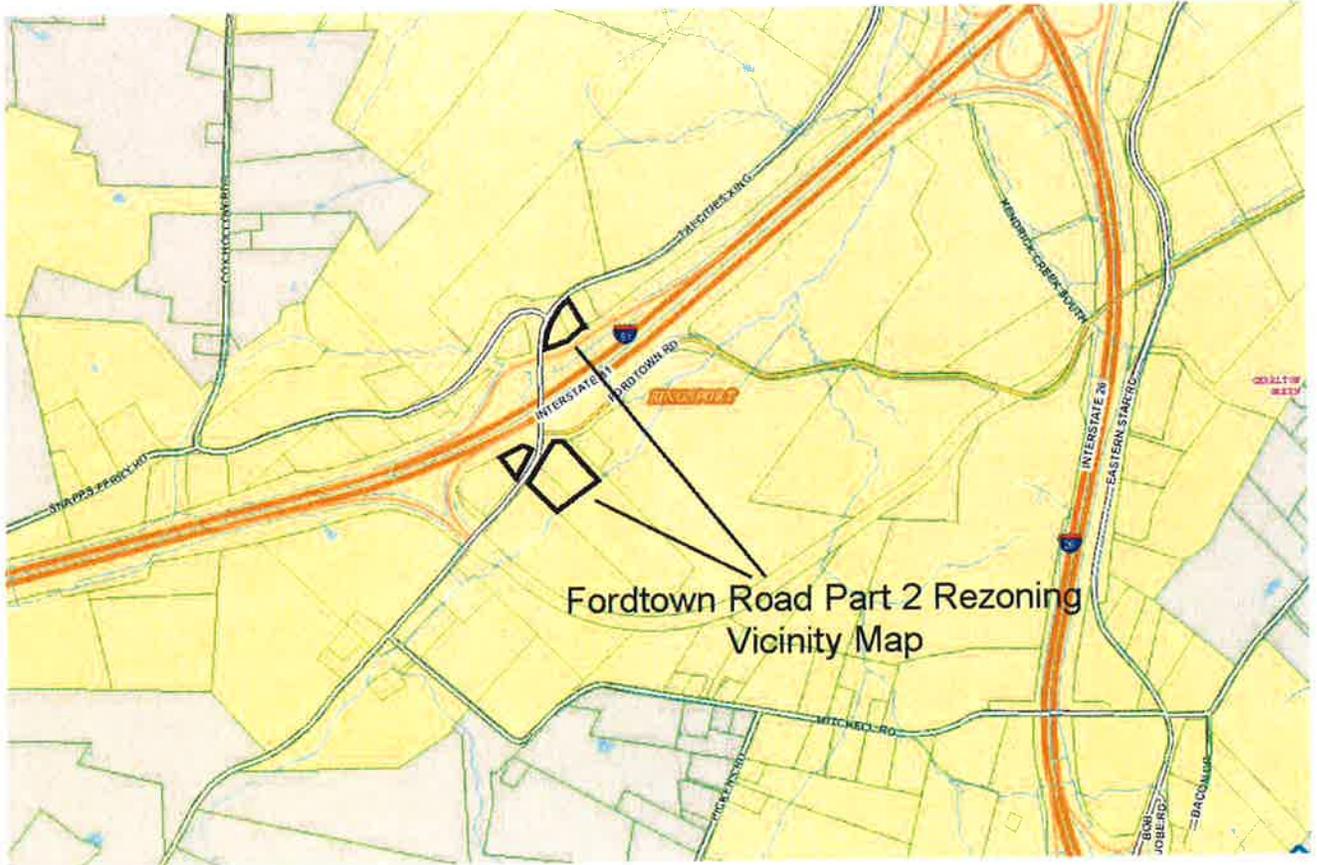
**PETITIONER ADDRESS**                    **1043 Fordtown Road, Kingsport, TN 37663**

**REPRESENTATIVE PHONE**                    **(423) 247-2406**

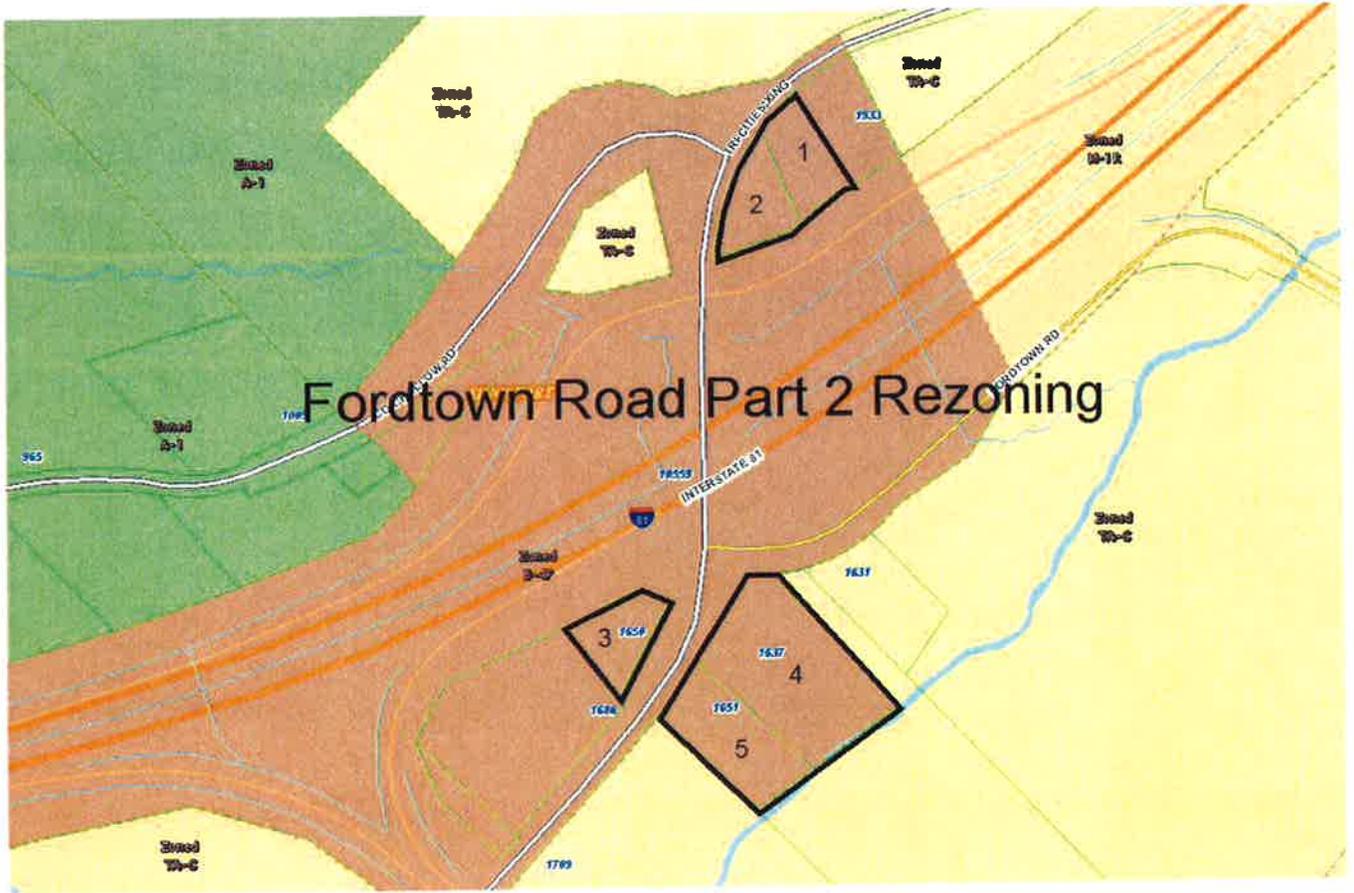
**INTENT**

*To rezone from B-4P to TA/C in order to allow commercial development consistent with the new TA/C district. All parcels are located in the vicinity of the I-26/I-81 intersection, an ideal location for the TA/C zoning district based on the Kingsport Land Use Plan – 2030, as all parcels are indicated for commercial use.*

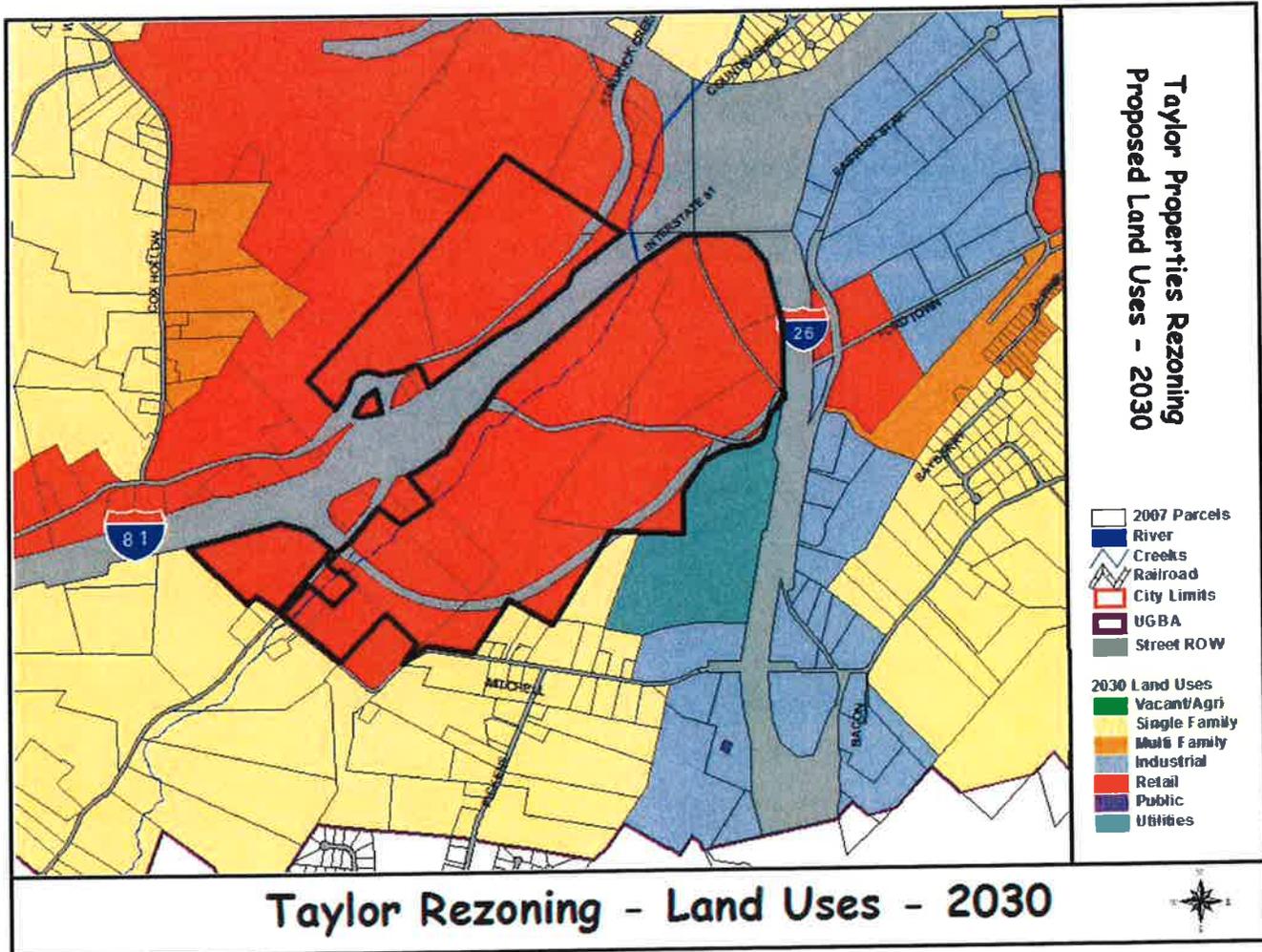
Vicinity Map



Surrounding Zoning Map

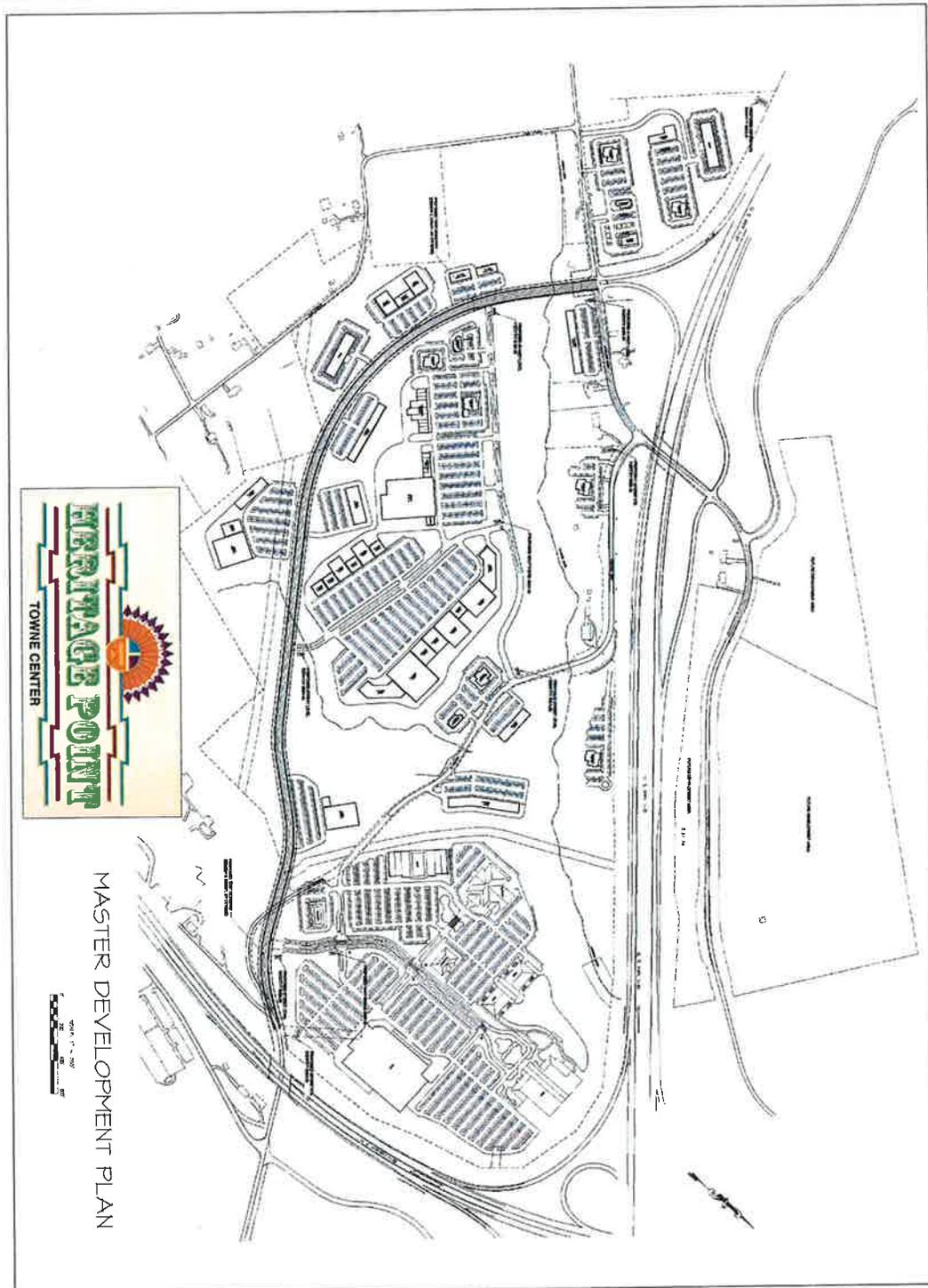


### Future Land Use Plan 2030





Conceptual Zoning Development Plan



Prepared by Kingsport Planning Department for the  
Kingsport Regional Planning Commission Meeting on July 18, 2013

**North View**



**East View**



West View



South View



Kingsport Regional Planning Commission

Rezoning Report

File Number 13-101-00006

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City TA/C</u> Use: vacant	Rezoned in December 2012 as a part of the initial TA/C zone implementation
Further North and Northwest	2	<u>Zone: City A-1</u> Use: vacant; side of a ridge	
East	3	<u>Zone: City TA/C</u> Use: vacant	Rezoned in December 2012 as a part of the initial TA/C zone implementation
Further East	4	<u>Zone: City TA/C</u> Use: vacant	Rezoned in December 2012 as a part of the initial TA/C zone implementation
Southeast and South	5	<u>Zone: City TA/C</u> Use: vacant	Rezoned in December 2012 as a part of the initial TA/C zone implementation
Further South	6	<u>Zone: City TA/C</u> Use: vacant	Rezoned in December 2012 as a part of the initial TA/C zone implementation
West	7	<u>Zone: County A-1</u> Use: single family and agricultural	



**Standards of Review**

Planning Staff shall, with respect to each zoning application, shall investigate and make a recommendation with respect to factors 1 through 10, below, as well as any other factors it may find relevant.

- 1. Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** The adjacent and nearby property consists of vacant land that is currently pending future commercial use as the Heritage Point Towne Center. Though the current use is vacant or sparse single family residential, future planned use is commercial. The Gateway Commerce Park is located on the north side of the rezoning vicinity.
- 2. Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The proposal will not adversely affect the existing use or usability of the adjacent or nearby property, as most adjacent parcels will likely be absorbed by future commercial/ tourist accommodation uses attracted by the Towne Center.
- 3. Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property has a reasonable economic use as currently zoned. The rezoning proposal simply uses a different method and guidelines to accomplish commercial use. A good example of this would be the "sign package" which is a key portion of the TA/C district. Both the current B-4P and the requested TA/C district require PC approval for placement of buildings and amendments to any approved plans.
- 4. Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?** This is not true of schools, however traffic in the area will increase. The Fordtown Road realignment (a TDOT project) will assist with future traffic demands. Additionally, the current Tri-Cities Crossing interstate exit is highly underutilized for the existing use. Both the water and sewer capabilities are not near capacity.
- 5. Whether the proposal is in conformity with the policies and intent of the land use plan?**

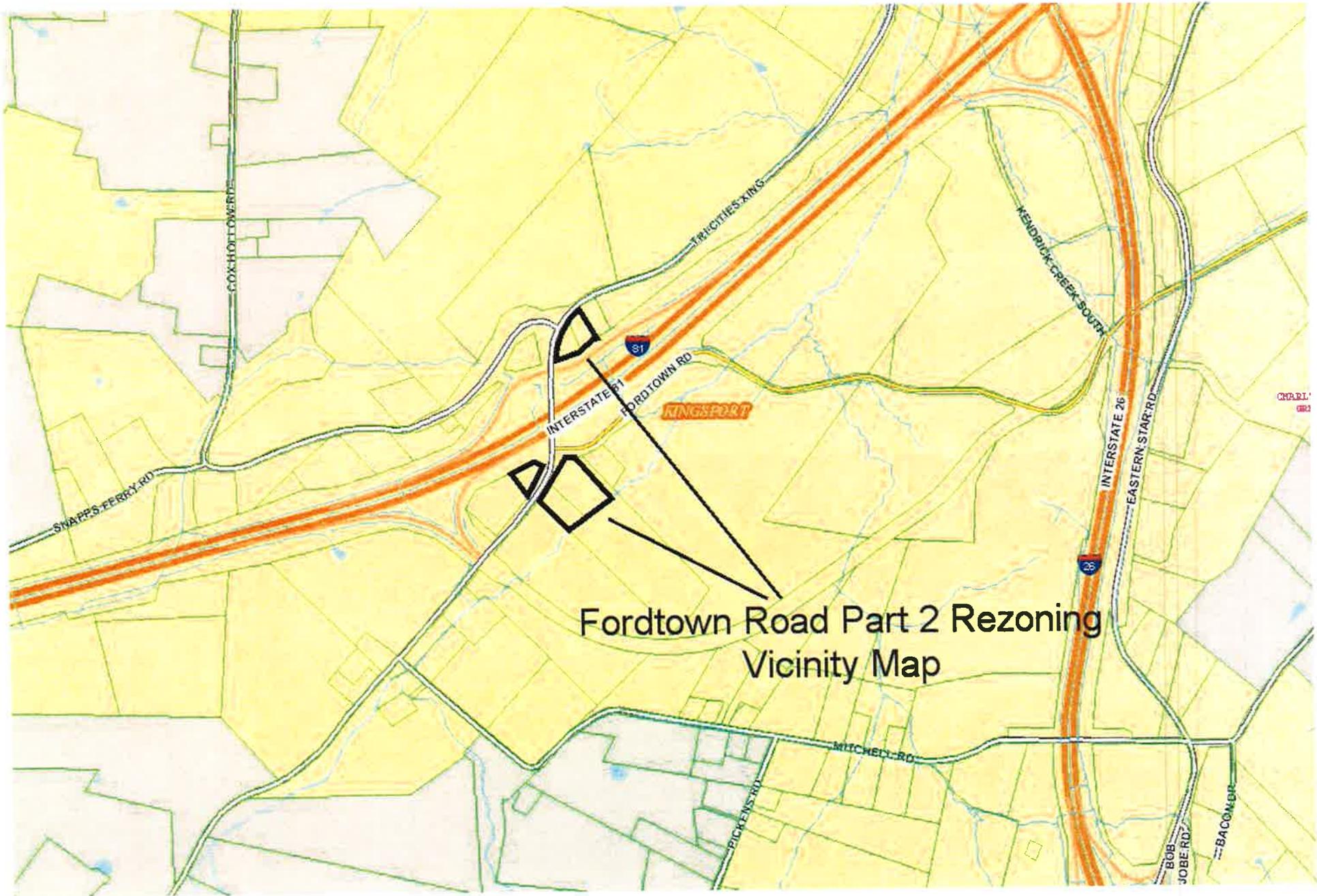
**Future Land Use Plan Map:** Proposed as appropriate for commercial use

**Proposed use/density:** commercial/ with density consistent with the TA/C zone as shown with the current conceptual zdp approval obtained for the area (December 2012 approval/ attached).

6. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** A grading permit has been procured for the Heritage Point project and has commenced on a large portion of the property. This indicates the expectation of construction development in the very near future. The change for these parcels is more a reflection of the desire for consistency with the vast majority of the Towne Center development, which conforms with the TA/C existing zoning.
7. **Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of the City of Kingsport?** There are no adverse uses proposed and environmental considerations and adjustments have been made for the other portion of the Heritage Point development.
8. **Whether the change will create an isolated district unrelated to similar districts:** The proposal will help eliminate the currently isolated commercial district.
9. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The district boundaries as requested are logically drawn as being consistent with the TA/C zone for future commercial development.
10. **Whether the change will constitute a grant of special privilege to an individual as contrasted to the general welfare?** The change will not constitute a grant of special privilege to an individual as contrasted to the general welfare, as the current B-4P zone allows many of the same uses as the proposed TA/C zoning for the area.

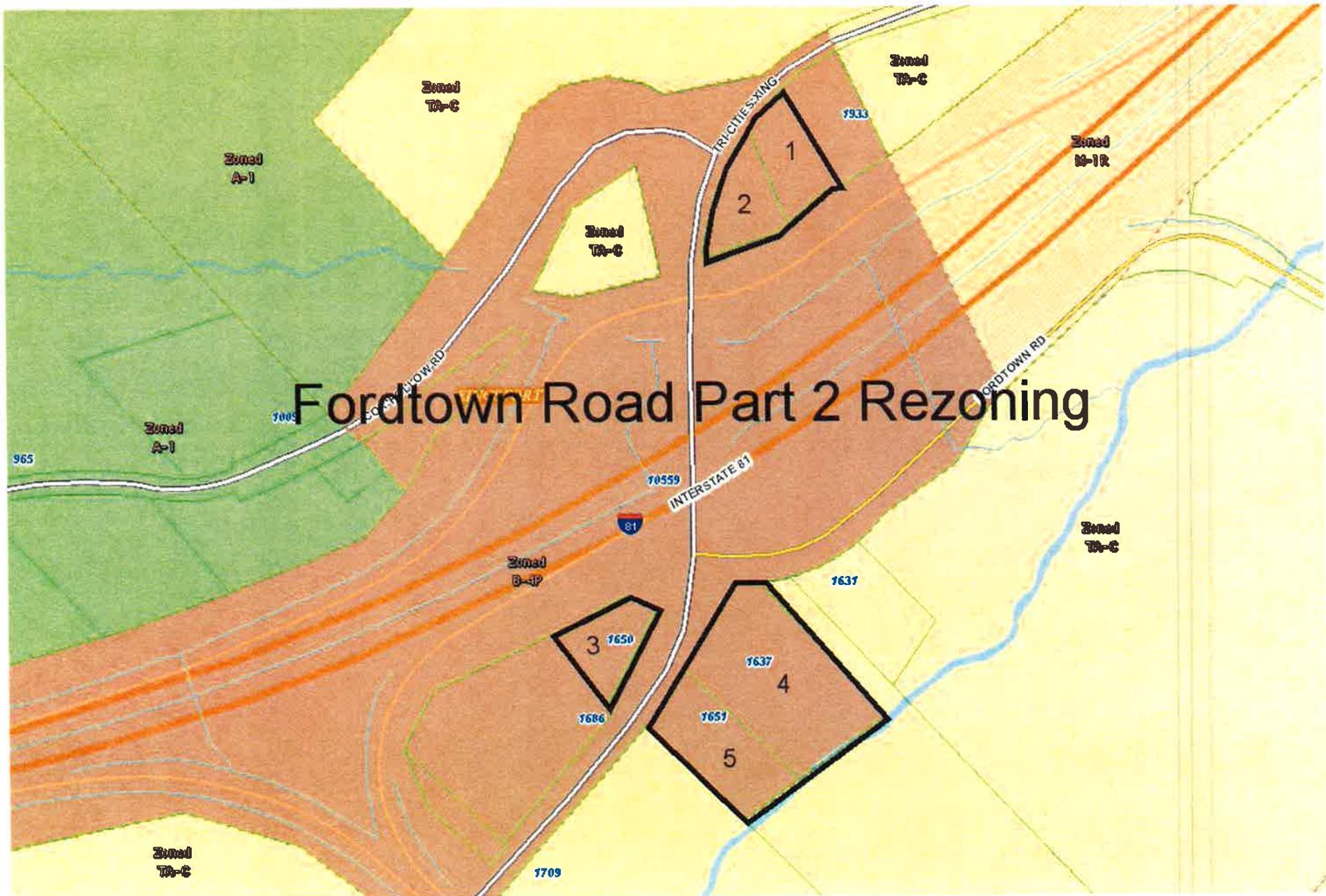
## CONCLUSION

Staff recommends APPROVAL to rezone from B-4P to TA/C and amendment of the conceptual ZDP to allow commercial development consistent with the new TA/c district.

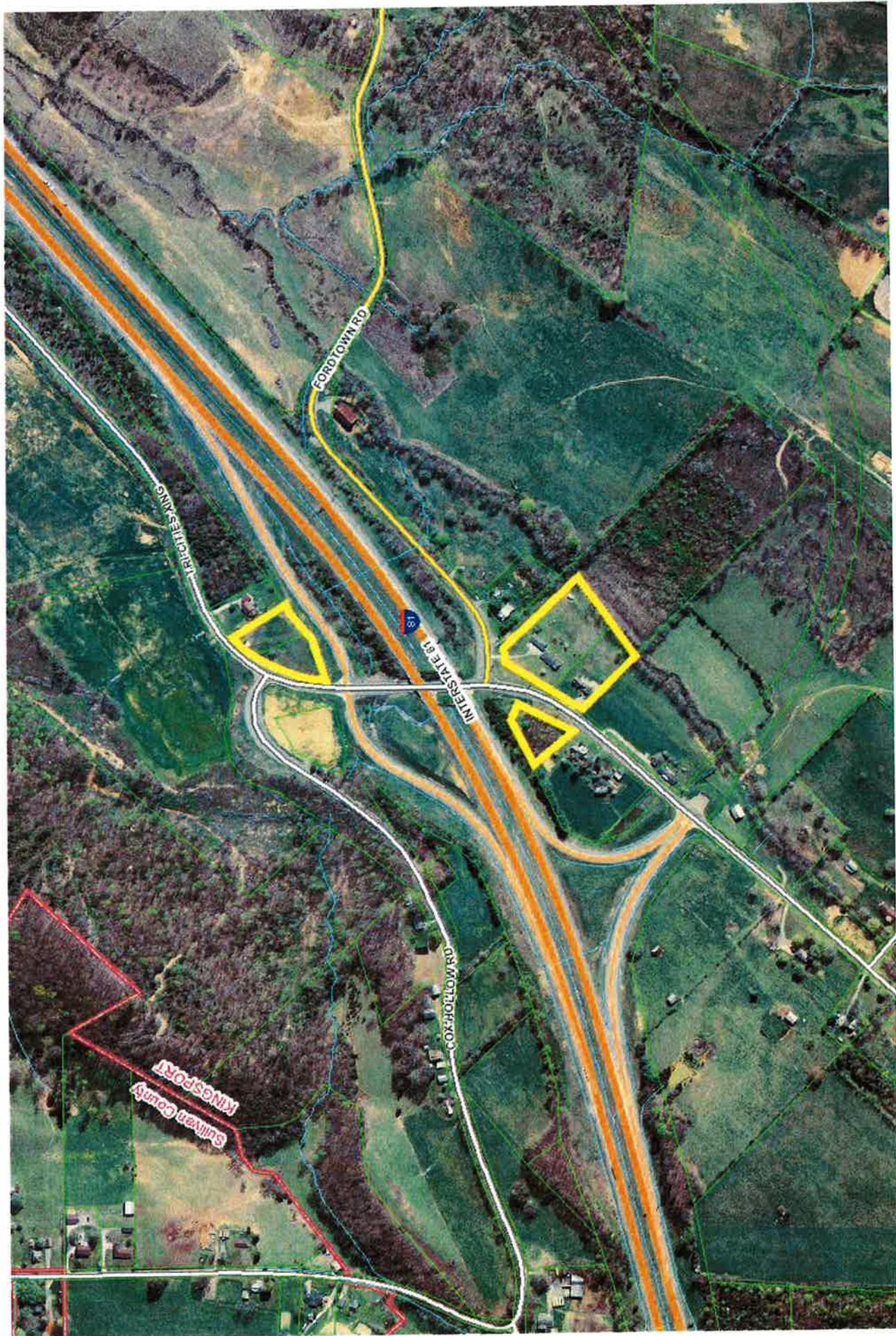


Fordtown Road Part 2 Rezoning  
Vicinity Map

# Fordtown Road Part 2 Rezoning









## AGENDA ACTION FORM

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

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

Action Form No.: AF-216-2013  
 Work Session: August 5, 2013  
 First Reading: August 6, 2013

Final Adoption: August 20, 2013  
 Staff Work By: Corey Shepherd  
 Presentation By: Corey Shepherd

#### Recommendation:

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

#### Executive Summary:

This is the Primrose annexation of approximately 0.18 acres/1 parcel located off of Primrose Street. The annexation area contains five residents. The current county zoning of the area is R-2A (Residential District). The proposed city zoning for the area is R-2A (Residential District). During their July 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 July 22, 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: \_\_\_\_\_

	Y	N	O
Clark	—	—	—
George	—	—	—
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, August 6, 2013, to consider the annexation, zoning, and plan of services for the Primrose 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 northwesterly corner of parcel 047.00, Tax Map 12K; thence in an easterly direction, approximately 50 feet to a point; said point being the northeasterly corner of parcel 047.00; thence in a southerly direction, approximately 150 feet to a point; said point being in common with the northerly right-of-way of Primrose Street, following the northerly right-of-way of Primrose Street, approximately 50 feet to a point, said point being the southwesterly corner of parcel 047.00 in common with the northerly right-of-way of Primrose Street; thence in a northerly direction, approximately 150 feet to the point of BEGINNING, and being all of parcel 047.00, Tax Map 12K, as shown on the May 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 423-224-2877.

CITY OF KINGSPORT  
James H. Demming, City Recorder  
P1T: 7/22/13

# PRE-FILED CITY RECORDER

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 12<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE PRIMROSE 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 6th day of August, 2013, and notice thereof published in the Kingsport Times-News on the 22th day of July, 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, in accordance with Tenn. Code Ann. § 6-51-102 the majority of property owners and residents in the affected territory have filed a petition with the City of Kingsport for annexation by the city; and

WHEREAS, a plan of services for this area was adopted by resolution on the 9th day of July, 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.* and upon the petition of the majority of the property owners and residents in the affected territory submitted to the city and the Board finds that annexation of the territory will enhance the prosperity of the City and territory and the safety and welfare of the inhabitants and property, 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. 12 of Sullivan County, Tennessee, and more fully described to-wit:

BEGINNING at a point, said point being the northwesterly corner of parcel 047.00, Tax Map 12K; thence in an easterly direction, approximately 50 feet to a point; said point being the northeasterly corner of parcel 047.00; thence in a southerly direction, approximately 150 feet to a point; said point being in common with the northerly right-of-way of Primrose Street, following the northerly right-of-way of Primrose Street, approximately 50 feet to a point, said point being the southwesterly corner of parcel 047.00 in common with the northerly right-of-way of Primrose Street; thence in a northerly direction, approximately 150 feet to the point of

BEGINNING, and being all of parcel 047.00, Tax Map 12K, as shown on the May 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:

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

APPROVED AS TO FORM:

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

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

**PRE-FILED  
CITY RECORDER**

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG PRIMROSE STREET TO R-1B, RESIDENTIAL DISTRICT IN THE 12<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Primrose Street to R-1B, Residential District, in the 12<sup>th</sup> Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the northwesterly corner of parcel 047.00, Tax Map 12K; thence in an easterly direction, approximately 50 feet to a point; said point being the northeasterly corner of parcel 047.00; thence in a southerly direction, approximately 150 feet to a point; said point being in common with the northerly right-of-way of Primrose Street, following the northerly right-of-way of Primrose Street, approximately 50 feet to a point, said point being the southwesterly corner of parcel 047.00 in common with the northerly right-of-way of Primrose Street; thence in a northerly direction, approximately 150 feet to the point of BEGINNING, and being all of parcel 047.00, Tax Map 12K, as shown on the May 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 PRIMROSE 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 Primrose annexation was submitted to the Kingsport Regional Planning Commission on July 18, 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 August 6, 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 July 22, 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 12<sup>th</sup> Civil District of Sullivan County, Tennessee, commonly known as the Primrose annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the northwesterly corner of parcel 047.00, Tax Map 12K; thence in an easterly direction, approximately 50 feet to a point; said point being the northeasterly corner of parcel 047.00; thence in a southerly direction, approximately 150 feet to a point; said point being in common with the northerly right-of-way of Primrose Street, following the northerly right-of-way of Primrose Street, approximately 50 feet to a point, said point being the southwesterly corner of parcel 047.00 in common with the northerly right-of-way of Primrose Street; thence in a northerly direction, approximately 150 feet to the point of BEGINNING, and being all of parcel 047.00, Tax Map 12K, as shown on the May 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 Primrose 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:

**Primrose 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 American Electric Power 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 6<sup>th</sup> day of August 2013.

ATTEST:

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

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

APPROVED AS TO FORM:

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



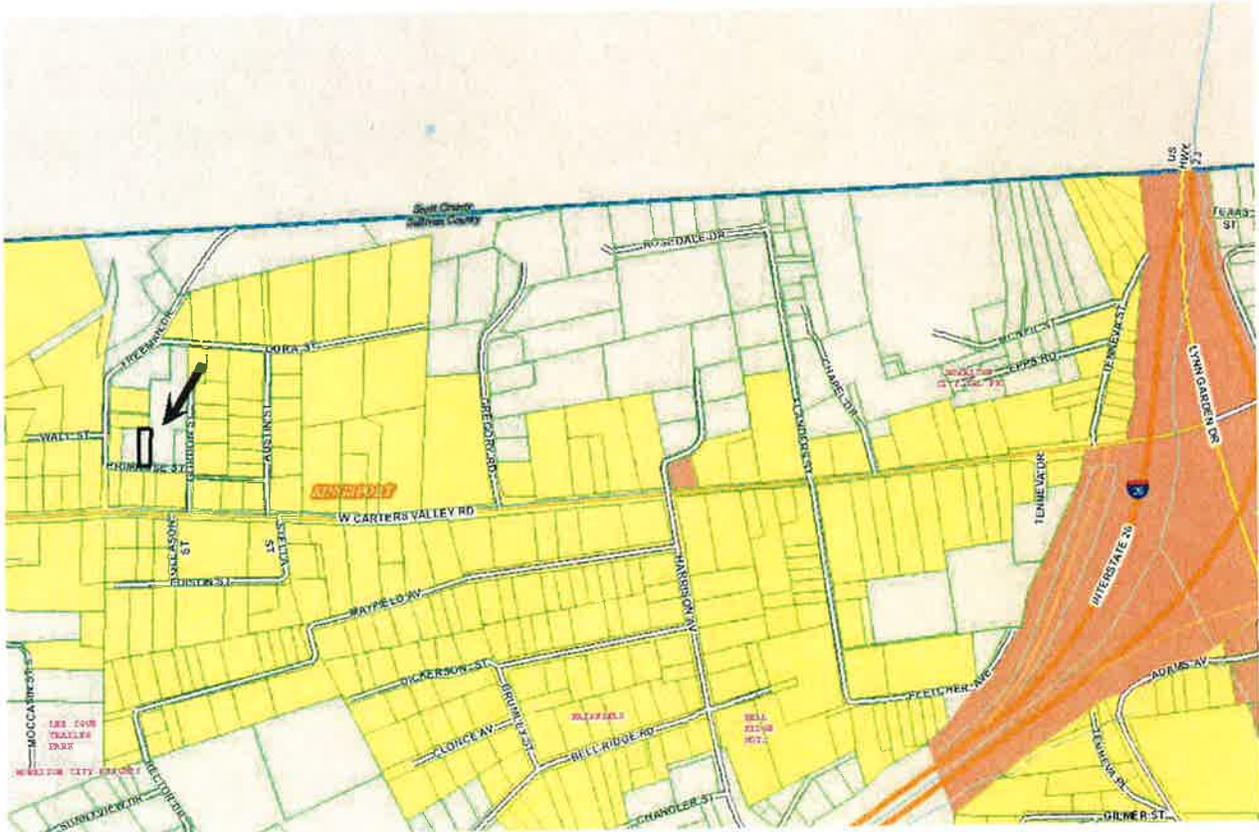
# Kingsport Regional Planning Commission

## Annexation Report

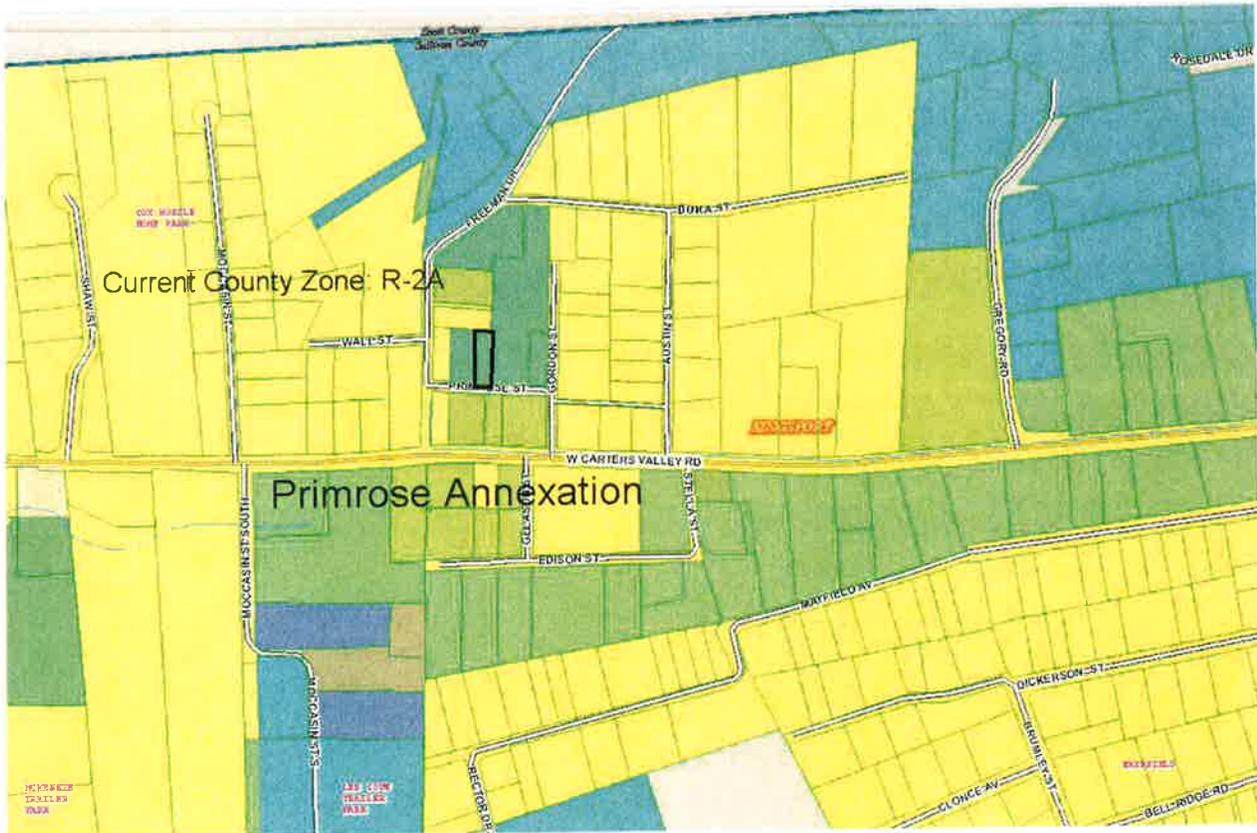
File Number 13-301-00007

Denial:		Reason for Denial:	
Deferred:		Reason for Deferral:	

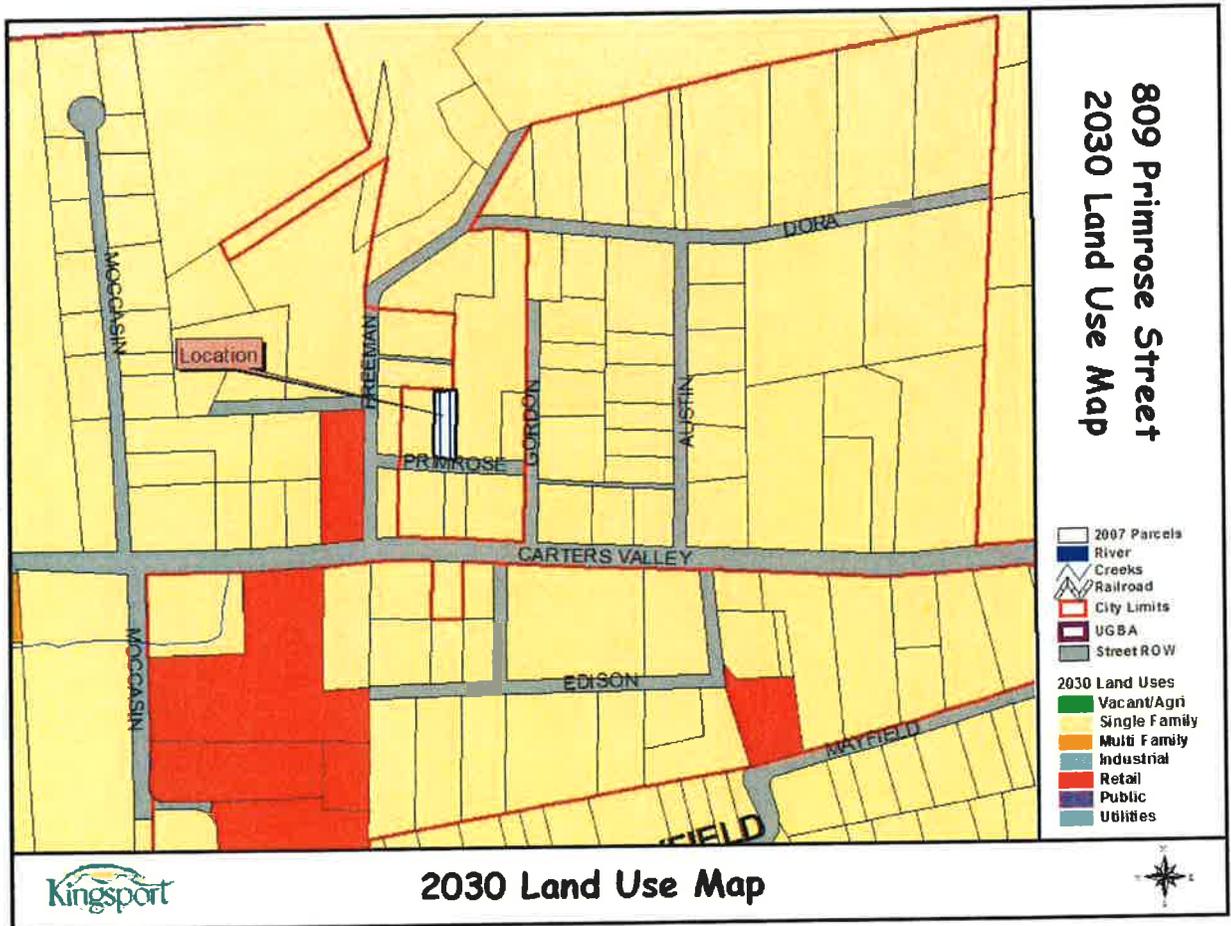
### Area Map



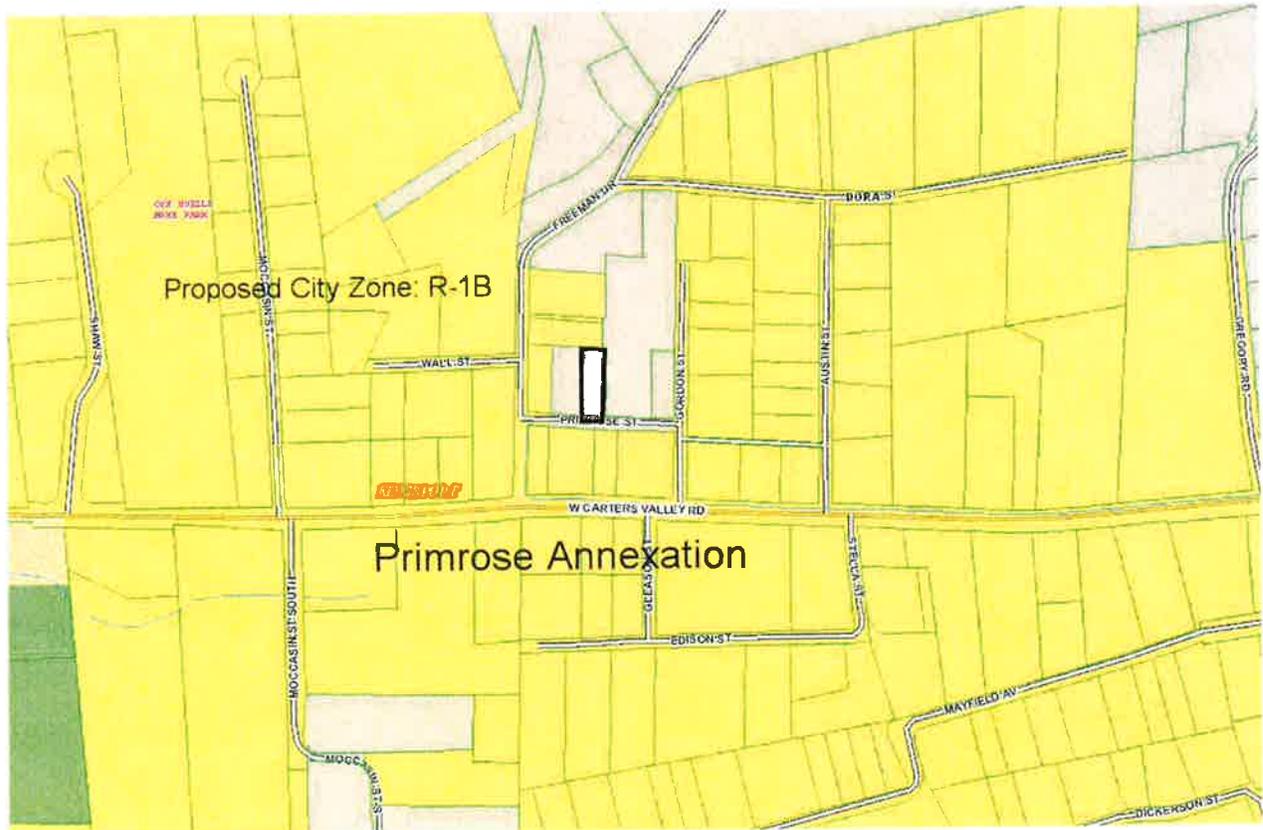
Current Zoning Map



### Future Land Use Map



Proposed Zoning Map



Cost

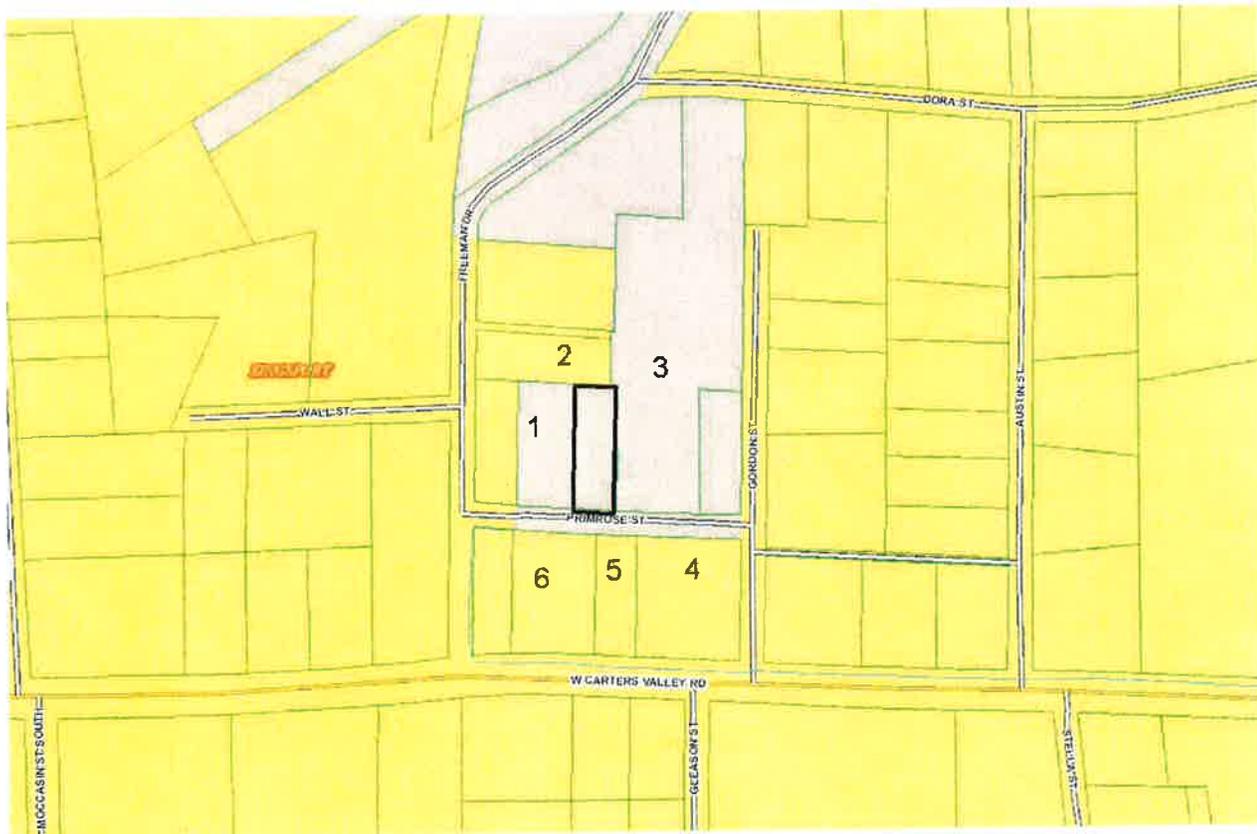
**Primrose Annexation**

**Cost Estimate/ tax records as of 8 July 2013**

Revenues	One Time	Reoccurring (annual)	
Property Taxes	X	\$185.18	
State Shared	X	\$436.00	4 residents x \$109.00
Sewer Tap Fees	X	\$0.00	area already served with sewer
Water & Sewer Rev (loss)	X	-\$396.00	
<b>Total</b>	<b>\$0.00</b>	<b>\$225.18</b>	

Expenses	One Time	Reoccurring (annual)	
<b>Operating Budget</b>			
Police & Fire Service	0.00	0.00	minimal extra area
Transit Service	0.00	0.00	
Street Lighting	0.00	0.00	
Traffic Controls	0.00	0.00	
Streets & Sanitation	0.00	75.00	
Subtotal	0.00	75.00	
<b>Capital Budget</b>			
Water	0.00	0.00	adequate
Sewer	0.00	0.00	adequate
Streets	0.00	0.00	
Subtotal	0.00	0.00	
<b>Grand Total</b>	<b>\$0.00</b>	<b>\$75.00</b>	

Existing Surrounding Land Uses



<b>Location</b>	<b>Parcel / Zoning Petition</b>	<b>Zoning / Name</b>	<b>History Zoning Action Variance Action</b>
West	<b>1</b>	<u>Zone: County R-2A</u> Use: Single family residential	No prior action known
Northwest	<b>2</b>	<u>Zone: City R-1B</u> Use: Single family residential	No prior action known
East	<b>3</b>	<u>Zone: County R-2A</u> Use: Single family residential	No prior action known
Southeast	<b>4</b>	<u>Zone: City R-1B</u> Use: Single family residential	No prior action known
South	<b>5</b>	<u>Zone: City R-1B</u> Use: Single family residential	No prior action known
Southwest	<b>6</b>	<u>Zone: City R-1B</u> Use: Undeveloped single family residential	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



**North View**



**West View**



**East View**



**South View**



Petition



CITY OF KINGSPORT, TENNESSEE  
Petition for Annexation

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

1.	Name: Claude & Phyllis Bledsoe	Address: 809 Primrose Street
	Parcel # (if known): 04700	Phone: 423-612-1214
	Email Address: Smithenn.23@gmail.com	# In Household & Ages: 5 - 7mo, 6, 13, 36, 40
	Signature: Claude Bledsoe Phyllis Bledsoe	
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:	



CITY OF KINGSPORT, TENNESSEE  
Petition for Annexation

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

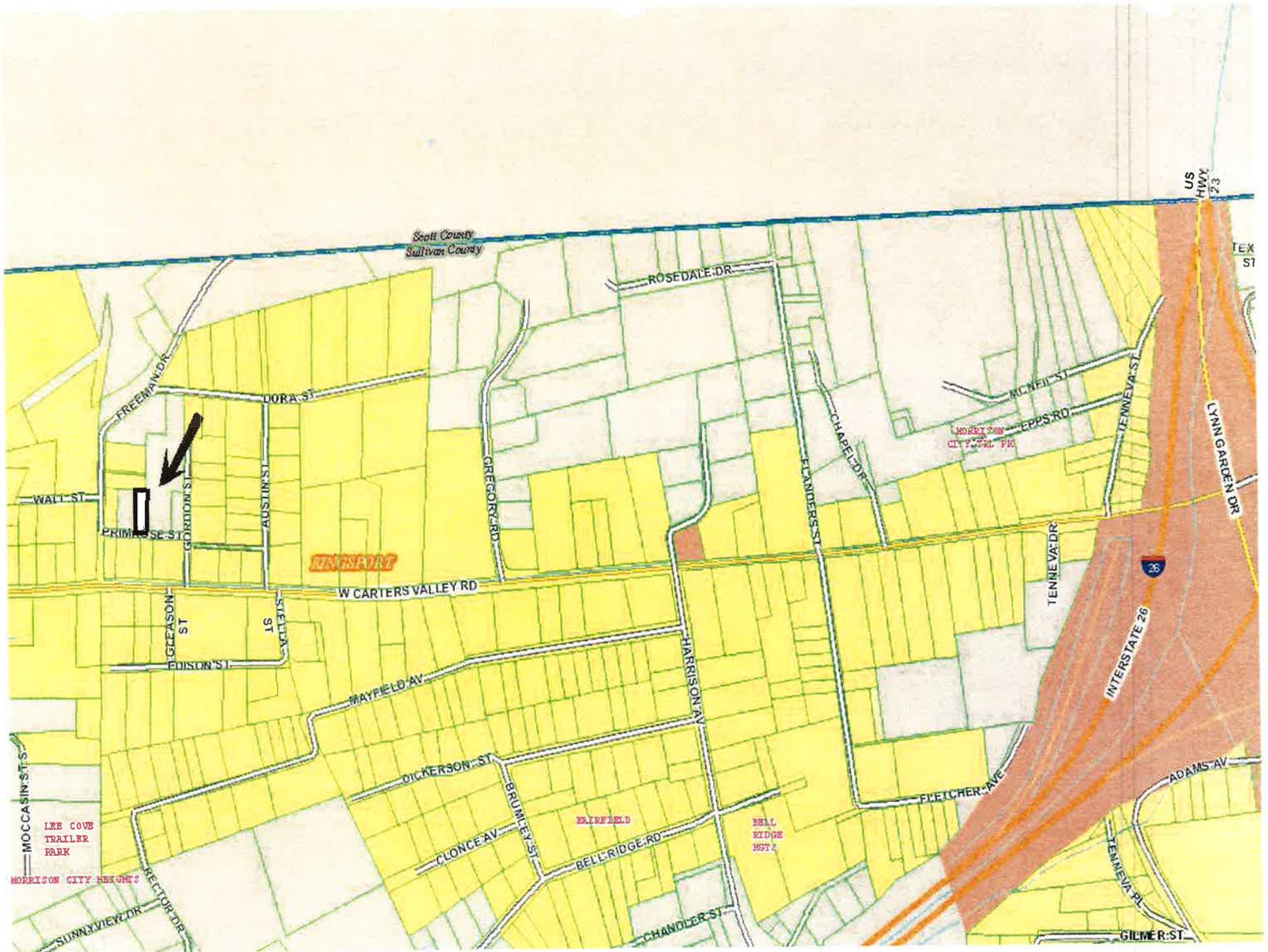
1.	Name: Shawn and Jennifer Rucker	Address: 804 Promenade St Kingsport, TN 37603
	Parcel # (if known):	Phone: 612-1114
	Email Address: Southcentral30@gmail.com	# In Household & Ages:
	Signature: <i>Shawn Rucker</i>	
2.	Name:	Address:
	Parcel # (if known):	Phone:
	Email Address:	# In Household & Ages:
	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:	

**Primrose Annexation**

**Cost Estimate/ tax records as of 8 July 2013**

Revenues	One Time	Reoccurring (annual)	
Property Taxes	X	\$185.18	
State Shared	X	\$436.00	4 residents x \$109.00
Sewer Tap Fees	X	\$0.00	area already served with sewer
Water & Sewer Rev (loss)	X	-\$396.00	
<b>Total</b>	<b>\$0.00</b>	<b>\$225.18</b>	

Expenses	One Time	Reoccurring (annual)	
<b>Operating Budget</b>			
Police & Fire Service	0.00	0.00	minimal extra area
Transit Service	0.00	0.00	
Street Lighting	0.00	0.00	
Traffic Controls	0.00	0.00	
Streets & Sanitation	0.00	75.00	
Subtotal	0.00	75.00	
<b>Capital Budget</b>			
Water	0.00	0.00	adequate
Sewer	0.00	0.00	adequate
Streets	0.00	0.00	
Subtotal	0.00	0.00	
<b>Grand Total</b>	<b>\$0.00</b>	<b>\$75.00</b>	



South County  
Sullivan County

US  
HWY  
23

TEX  
ST



**HONGSPORT**

HOTEL CITY  
CITY PL. PK



INTERSTATE 26

LEE COVE  
TRAILER  
PARK

MORRISON CITY HEIGHTS

BELFIELD

BELL  
EDGE  
HTS

# PRIMROSE ANNEXATION

WALL ST  
Current County Zoning: R-2A

Proposed City Zoning: R-1B



R-1B

R-1B

**RINGSPOUT**

W CARTERS VALLEY RD

GLEASON ST

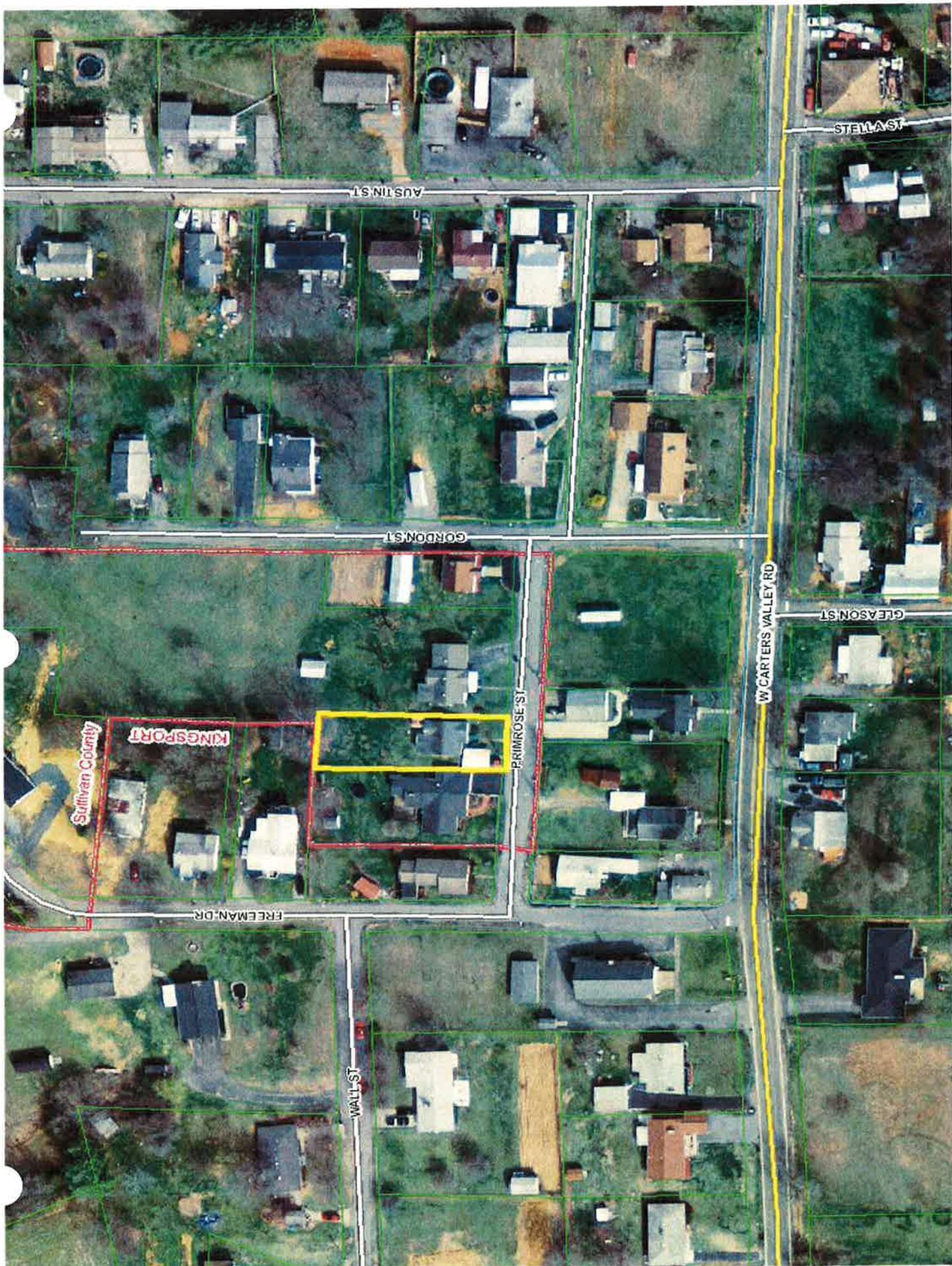
EDISON ST

FREEMAN DR

GORDON ST

AUSTIN ST

STELLAR ST



STELMAST

AUSTIN ST

GORDON ST

GLEASON ST

W CARTERS VALLEY RD

Sullivan County

KINGSFORT

PRIMROSE ST

FREEMAN DR

WALL ST

## Rationale

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



**AGENDA ACTION FORM**

**Consideration of an Ordinance to Amend the Code of Ordinances, city of Kingsport, Tennessee, Division 2, Section 98-231(b); and to Fix the Effective Date of this Ordinance.**

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

Action Form No.: AF- 221-2013  
 Work Session: August 5, 2013  
 First Reading: August 6, 2013  
 Final Adoption: August 20, 2013  
 Staff Work By: Mike Roark, Lynn Tully  
 Presentation By: Sherri Mosley, Mike Roark

**Recommendation:** DKA and Staff are recommending approval to changes of Section 98-231 (b) of the Kingsport City Code which removes the tier system of parking fines and sets a flat rate of \$25 for all parking violations downtown.

**Executive Summary:** The Parking Forum committee has been meeting to look at the parking opportunities we have in our downtown. The committee consists of Police department personnel, DKA staff, Downtown residences, Downtown business owners and other City of Kingsport personnel. The committee identified the current problems being that downtown employees are parking in spaces that should be available to customers and there are a few chronic offenders in highly trafficked areas. Chronic offenders view the current system that is in place to be "affordable" or "worth it" to pay such a minimal amount to park in front of their business.

The committee did some research to see what surrounding communities are doing with similar issues. Here are the committee's recommendations:

1. Do away with the parking fine tier system
2. Do away with multiple warnings (let KPD use their own discretion)
3. Set parking tickets at a flat rate of \$25 (\$24 fine + \$1 state fee)
4. DKA will kick-off a positive PR campaign to get the word out.
5. DKA will encourage merchants to use the City Hall issued parking passes for their customers.

**Attachments:**

1. Ordinance
2. DKA Letter

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

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

PRE-FILED  
CITY RECORDER

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

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES,  
CITY OF KINGSPORT, TENNESSEE, DIVISION 2, SECTION 98-  
231(b); AND TO FIX THE EFFECTIVE DATE OF THIS  
ORDINANCE

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

SECTION I. That Section 98-231(b) of the Code of Ordinances, City of Kingsport,,  
Tennessee is amended by deleting the entire section and substituting in its place the following:

**Sec. 98-231. - Overtime parking prohibited.**

- (a) It shall be unlawful for any person to cause, allow, permit or suffer any vehicle registered in the name of or operated by such person to be parked for a longer period of time than is established for any parking zone.
- (b) Any person found to be in violation of this section shall be deemed guilty of an offense. A person having been found guilty of such offense shall pay a fine as follows:
  - (1) Each offense, \$24.00.

Notwithstanding anything to the contrary herein, if an offender has failed to pay such fine for any prior conviction under this section, any subsequent conviction, for purposes of levying a fine, shall be treated as an additional offense, until all such fines are fully and finally paid.

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:

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

APPROVED AS TO FORM:

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

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



May 24, 2013

Dennis Phillips  
Mayor  
City Of Kingsport  
225 West Center Street  
Kingsport, TN 37660

RE: Downtown Parking Recommendations

Dear Mayor Phillips:

The Parking Forum committee has been meeting over the past several months to look at the parking opportunities we have in our downtown. The committee consists of Police department personnel, DKA staff, Downtown residences, Downtown business owners and City of Kingsport personnel. As you know, our Downtown is growing with several large businesses moving in by the end of 2013. The committee identified the current problems being:

1. Downtown employees parking in spaces that should be available to customers
2. The chronic areas are on Broad Street between Main and Center Street and on Market Street between Broad and Commerce during lunch time.
3. Chronic offenders view the current system that is in place to be “affordable” or “worth it” to pay such a minimal amount to park in front of their business.

The committee did some research to see what surrounding communities are doing with similar issues. Here are the committee’s recommendations:

1. Do away with the parking fine tier system
2. Do away with warnings (let Wes use his discretion)
3. Set parking tickets at a flat rate of \$25 (\$24 fine + \$1 state fee)
4. DKA will kick-off a positive PR campaign to get the word out.

*Downtown Kingsport Association  
140 W. Main St.  
Kingsport, TN 37660  
dkafront@downtownkingsport.org  
Office: (423) 246-6550 Fax: (423) 246-6551*



5. DKA will encourage merchants to use the City Hall issued parking passes for their customers.

The changes that would need to take place in the city's current ordinance would be to Section 98-231 (b) of the Kingsport City Code and would remove subsections 1-4 regarding first, second, third and fourth offenses and replace the word "Fifth" in subsection (5) with "First" and replace \$25 with \$24.

Thank you for this opportunity to make recommendations to the City of Kingsport to improve the parking in our downtown business district.

Sincerely,

Sherri Mosley  
Executive Director  
Downtown Kingsport Association

*Downtown Kingsport Association  
140 W. Main St.  
Kingsport, TN 37660  
dkafront@downtownkingsport.org  
Office: (423) 246-6550 Fax: (423) 246-6551*



AGENDA ACTION FORM

Consideration of Ordinance to Amend Zoning of Parcels 19, 20, 22, 23, 24, 24, 25, 26, 27, 28, 28, 29, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, and 48, Tax Maps 45B and 45G, located off Brookhaven Drive in the 12<sup>th</sup> Civil District of Sullivan County

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

Action Form No.: AF: 209-2013
Work Session: July 22, 2013
First Reading: July 23, 2013
Final Adoption: August 6, 2013
Staff Work By: Ken Weems
Presentation By: Ken Weems

Recommendation:

- Approve ordinance amending the zoning ordinance to rezone parcels from R-1B, Residential District to R-1C, Residential District.

Executive Summary:

This is an owner-requested rezoning of approximately 10 acres located on and around Brookhaven Drive from R-1B to R-1C. The rezoning area currently contains vacant land. The rezoning will allow single family residential development, to include necessary setback allowances allowed in the R-1C district to accommodate a covered deck on the back of each home, the desire of the current property owner/ developer. Multiple comments have been received by neighboring property owners and residents of the rezoning site. All comments have been positive in nature and supportive of the rezoning effort. During their June 2013 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the rezoning to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on July 8, 2013.

Attachments:

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

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

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



**AGENDA ACTION FORM**

**Public Hearing and Consideration of Ordinance to Amend Zoning of Parcels 19, 20, 22, 23, 24, 24, 25, 26, 27, 28, 28, 29, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, and 48, Tax Maps 45B and 45G, located off Brookhaven Drive in the 12<sup>th</sup> Civil District of Sullivan County**

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

Action Form No.: AF: 209-2013  
 Work Session: July 22, 2013  
 First Reading: July 23, 2013

Final Adoption: August 6, 2013  
 Staff Work By: Ken Weems  
 Presentation By: Ken Weems

**Recommendation:**

- Hold public hearing
- Approve ordinance amending the zoning ordinance to rezone parcels from R-1B, Residential District to R-1C, Residential District.

**Executive Summary:**

This is an owner-requested rezoning of approximately 10 acres located on and around Brookhaven Drive from R-1B to R-1C. The rezoning area currently contains vacant land. The rezoning will allow single family residential development, to include necessary setback allowances allowed in the R-1C district to accommodate a covered deck on the back of each home, the desire of the current property owner/ developer. Multiple comments have been received by neighboring property owners and residents of the rezoning site. All comments have been positive in nature and supportive of the rezoning effort. During their June 2013 regular meeting, the Kingsport Regional Planning Commission voted unanimously to send a favorable recommendation for the rezoning to the Board of Mayor and Aldermen. The Notice of Public Hearing was published on July 8, 2013.

**Attachments:**

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

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

	Y	N	O
Clark	—	—	—
George	—	—	—
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 July 23, 2013 to consider the rezoning for parcels 19, 20, 22, 23, 24, 24, 25, 26, 27, 28, 28, 29, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, and 48, tax maps 45B and 45G located along Brookhaven Drive from R-1B District to R-1C District. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for rezoning is generally described as follows:

BEGINNING at a point, said point being the northeastern corner of parcel 31, Tax Map 45B; thence in a southwesterly direction, approximately 620 feet to a point, said point being the southern corner of parcel 29; thence in a northwesterly direction, approximately 685 feet to a point, said point being the western corner of parcel 22; thence in a northeasterly direction, approximately 450 feet to a point, said point being the northeastern corner of parcel 7; thence in a northwesterly direction, approximately 110 feet to a point, said point being the northwestern corner of parcel 7 in common with the eastern right-of-way of Brookhaven Drive; thence in a northeasterly direction, following the eastern right-of-way of Brookhaven Drive, approximately 200 feet to a point, said point being the northwestern corner of parcel 48 in common with the eastern right-of-way of Brookhaven Drive; thence in a southeasterly direction, approximately 760 feet to the point of BEGINNING, and being all of parcels 19, 20, 22, 23, 24, 24, 25, 26, 27, 28, 28, 29, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, and 48, Tax Maps 45B and 45G as shown on the May 2011 Sullivan County Tax Maps.

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

CITY OF KINGSPORT  
Angie Marshall, Deputy City Clerk  
PIT: 7/8/13

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG BROOKHAVEN DRIVE TO R-1C, RESIDENTIAL DISTRICT IN THE 12<sup>TH</sup> CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Brookhaven Drive to R-1C, Residential District, in the 12<sup>th</sup> Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the northeastern corner of parcel 31, Tax Map 45B; thence in a southwesterly direction, approximately 620 feet to a point, said point being the southern corner of parcel 29; thence in a northwesterly direction, approximately 685 feet to a point, said point being the western corner of parcel 22; thence in a northeasterly direction, approximately 450 feet to a point, said point being the northeastern corner of parcel 7; thence in a northwesterly direction, approximately 110 feet to a point, said point being the northwestern corner of parcel 7 in common with the eastern right-of-way of Brookhaven Drive; thence in a northeasterly direction, following the eastern right-of-way of Brookhaven Drive, approximately 200 feet to a point, said point being the northwestern corner of parcel 48 in common with the eastern right-of-way of Brookhaven Drive; thence in a southeasterly direction, approximately 760 feet to the point of BEGINNING, and being all of parcels 19, 20, 22, 23, 24, 24, 25, 26, 27, 28, 28, 29, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, and 48, Tax Maps 45B and 45G as shown on the May 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 \_\_\_\_\_



**Kingsport Regional Planning Commission**

**Rezoning Report**

**File Number 13-101-00005**

**PROPERTY INFORMATION**

<b>ADDRESS</b>	Multiple lots fronting Brookhaven Drive and future streets
<b>DISTRICT</b>	12
<b>OVERLAY DISTRICT</b>	Not Applicable
<b>EXISTING ZONING</b>	R-1B (Residential District)
<b>PROPOSED ZONING</b>	R-1C (Residential District)
<b>ACRES</b>	10 +/-
<b>EXISTING USE</b>	vacant
<b>PROPOSED USE</b>	Single Family

**PETITIONER**

**ADDRESS** 905 Colfax Avenue, Kingsport, TN 37660

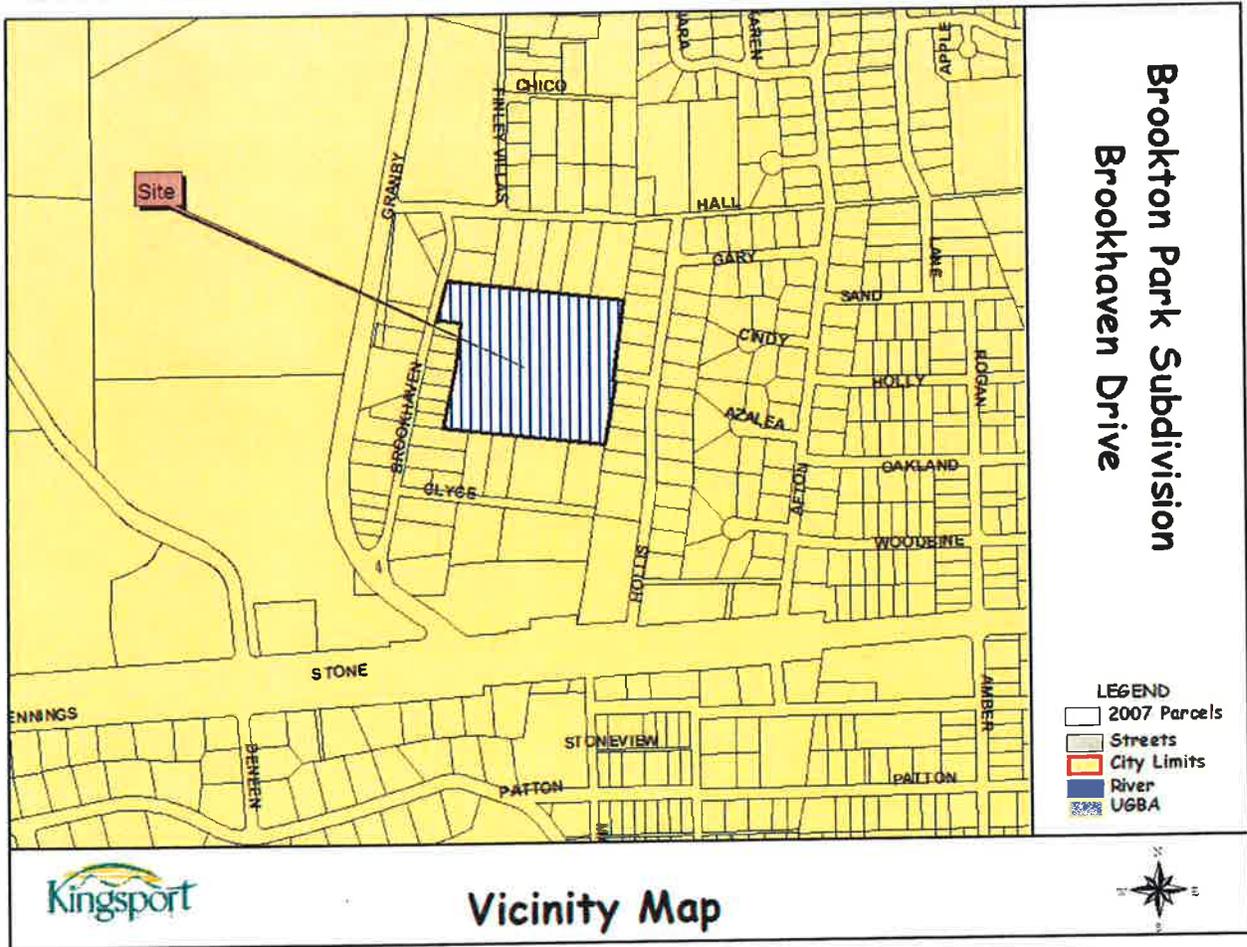
**REPRESENTATIVE**

**PHONE** (423) 247-3580

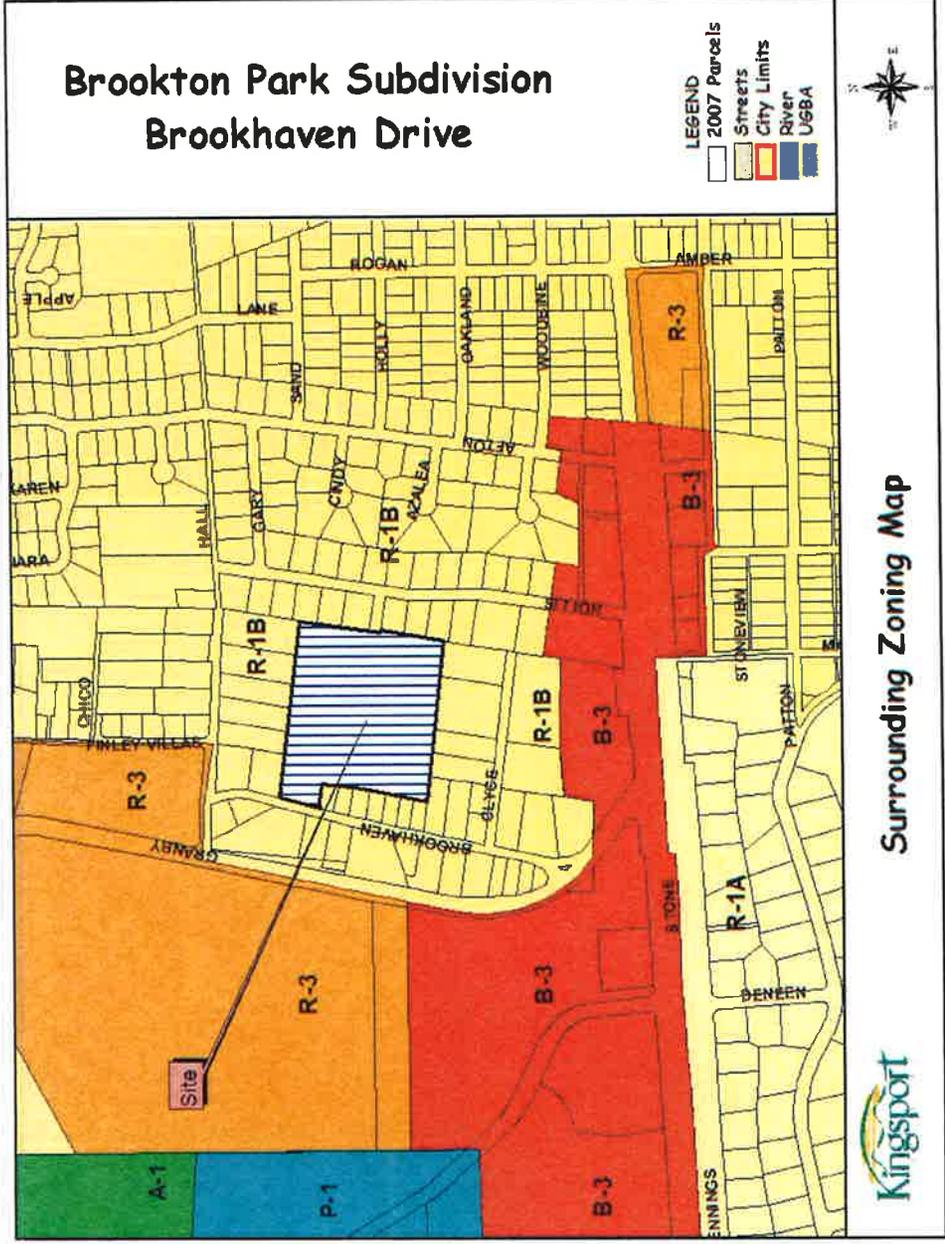
**INTENT**

*To rezone from R-1B to R-1C in order to allow single family subdivision development, consistent with the style of single family home that can take advantage of more lenient R-1C setback restrictions.*

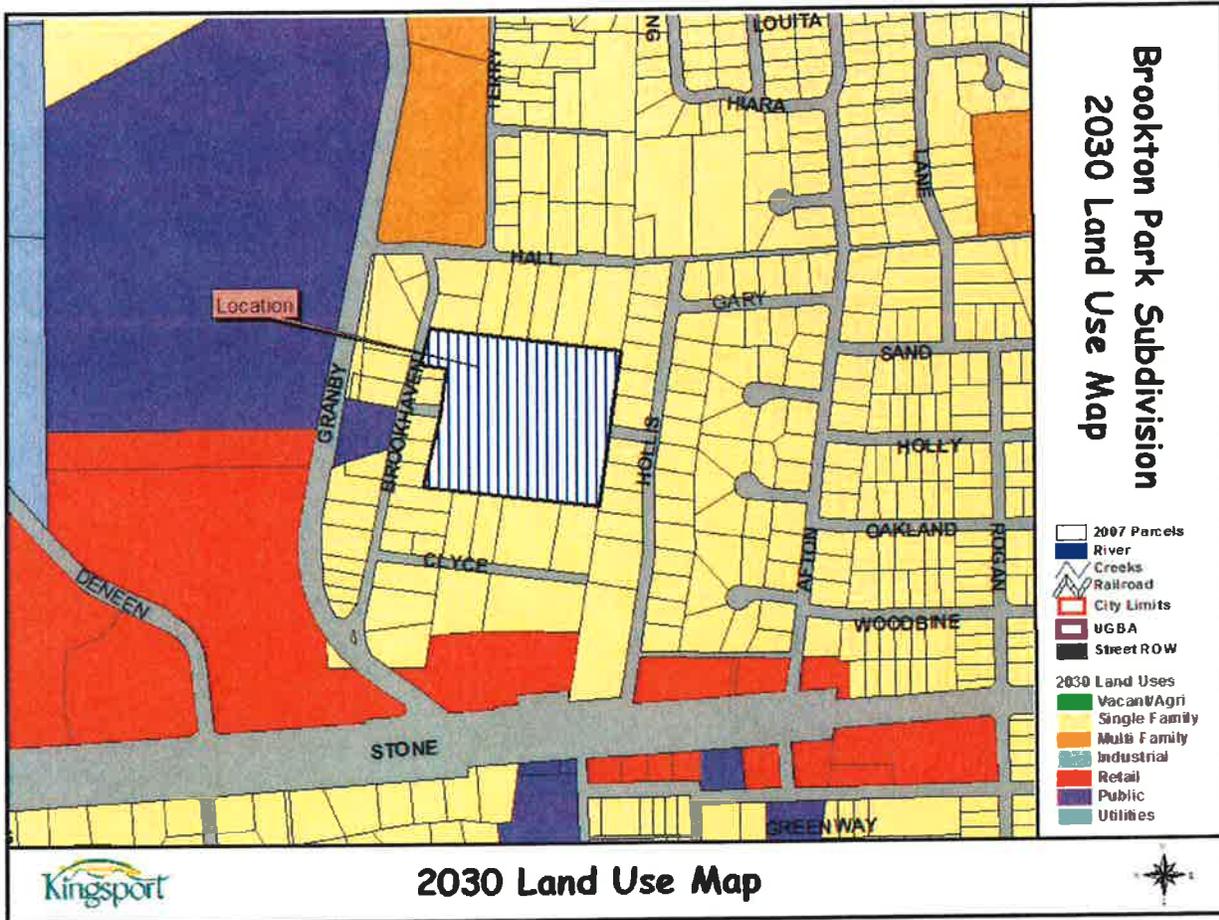
Vicinity Map



Surrounding Zoning Map



Future Land Use Plan 2030





North View



East View



**West View**



**South View**



Existing Land Uses

Location	Parcel / Zoning Petition	Zoning / Name	History Zoning Action Variance Action
North, East, Northwest	1	<u>Zone: City R-1B</u> Use: single family	None known
Further North and Northwest	2	<u>Zone: City R-3 east of Granby Road;</u> <u>City B-3 east of Granby Road</u> Use: multifamily east of Granby Road; Hunter Wright Stadium west of Granby Road	The portion west of Granby Road, containing Hunter Wright Stadium was rezoned, effective June 2013 to B-3
East	3	<u>Zone: City R-1B</u> Use: single family	None known
Further East	4	<u>Zone: City R-1B</u> Use: single family	None known
Southeast and South	5	<u>Zone: City B-3</u> Use: Lowes Home Improvement	None known
Further South	6	<u>Zone: City R-1B</u> Use: single family	None known
West	7	<u>Zone: City R-3</u> Use: vacant; borders Dogwood Park	None known



**Standards of Review**

Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors 1 through 10, below, as well as any other factors it may find relevant.

1. **Whether or not the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby Property?** The proposal will permit the same use as the surrounding property, which is single family.
  
2. **Whether or not the proposal will adversely affect the existing use or usability of adjacent or nearby property?** The proposal will not adversely affect the existing use or usability of the adjacent or nearby property. The proposal is the same use as the adjacent or nearby property, with the focus of change being the more lenient setback restrictions.
  
3. **Whether the property to be affected by the proposal has a reasonable economic use as currently zoned?** The property has a reasonable economic use as currently zoned. There is also a recognized market for the proposed single family use.
  
4. **Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?** The proposal will allow the same type of use as currently afforded to the property, therefore having no adverse impact to the use of existing streets, transportation facilities, utilities, or public schools.
  
5. **Whether the proposal is in conformity with the policies and intent of the land use plan?**

**Future Land Use Plan Map:** proposed as appropriate for single family use

**Proposed use/density:** single family/ density consistent with the current zoning designation of R-1B

**The Future Land Use Plan Map recommends** single family use

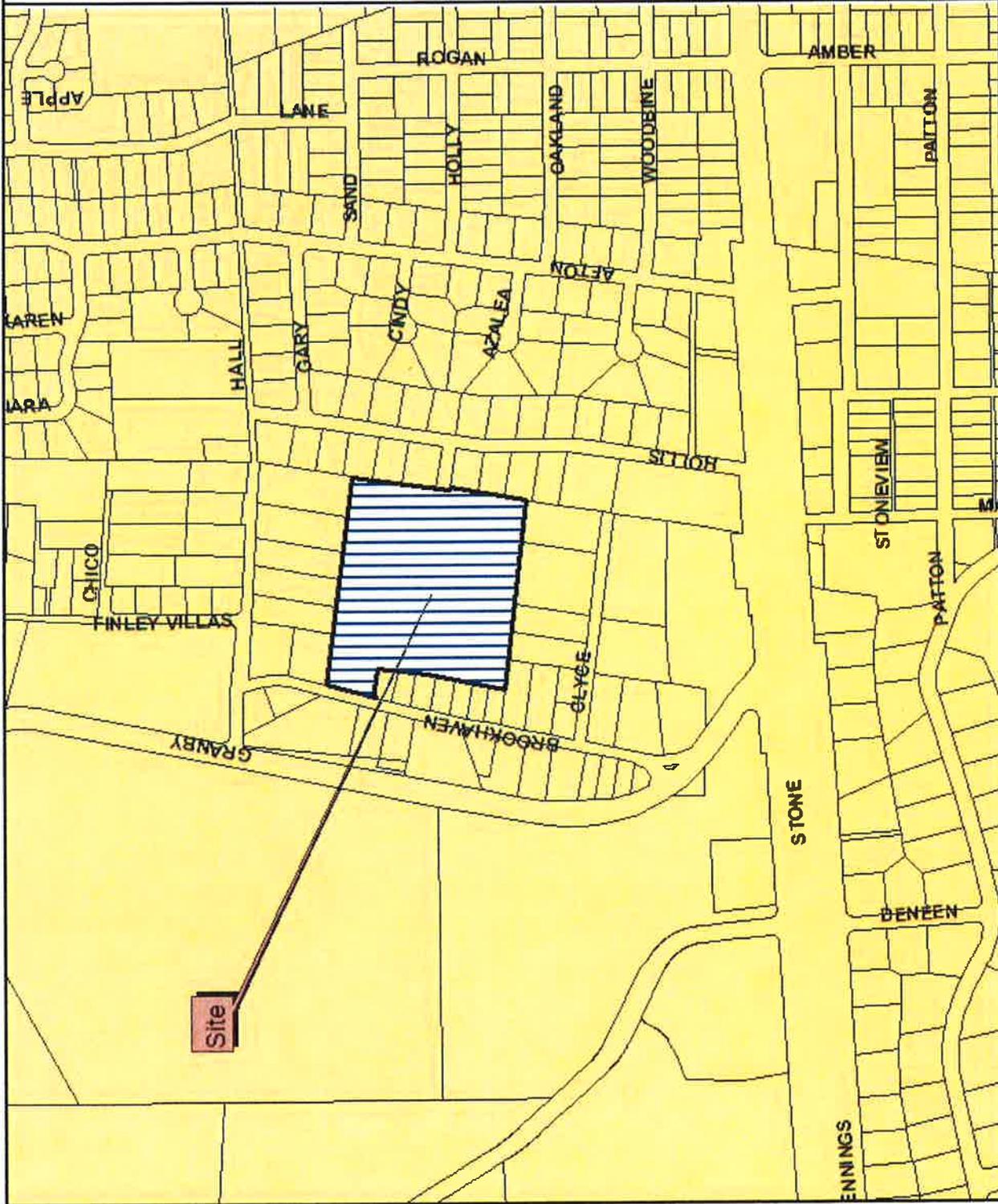
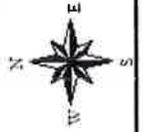
6. **Whether there are other existing or changed conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposal?** The change is a reflection of the specific characteristics of the proposed single family development, requiring the more lenient setbacks to accommodate the covered deck proposed to be constructed as part of the future single family house types. The area is a stable single-family neighborhood with commercial and multi-family limited to the main throughfares.
7. **Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of the City of Kingsport?** There are no adverse uses proposed. The uses are the same as the current zoning designation.
8. **Whether the change will create an isolated district unrelated to similar districts:** The proposal will be consistent with similar districts existing in the area.
9. **Whether the present district boundaries are illogically drawn in relation to existing conditions?** The present district boundaries are logically drawn in relation to existing conditions.
10. **Whether the change will constitute a grant of special privilege to an individual as contrasted to the general welfare?** The change will allow the same use as enjoyed by all surrounding property to the proposed rezoning area.

## CONCLUSION

Staff recommends APPROVAL to rezone from R-1B to R-1C in order to allow single family subdivision development, consistent with the style of single family home that can take advantage of more lenient R-1C setback restrictions.

# Brookton Park Subdivision Brookhaven Drive

- LEGEND**
- 2007 Parcels
  - Streets
  - City Limits
  - River
  - UGBA

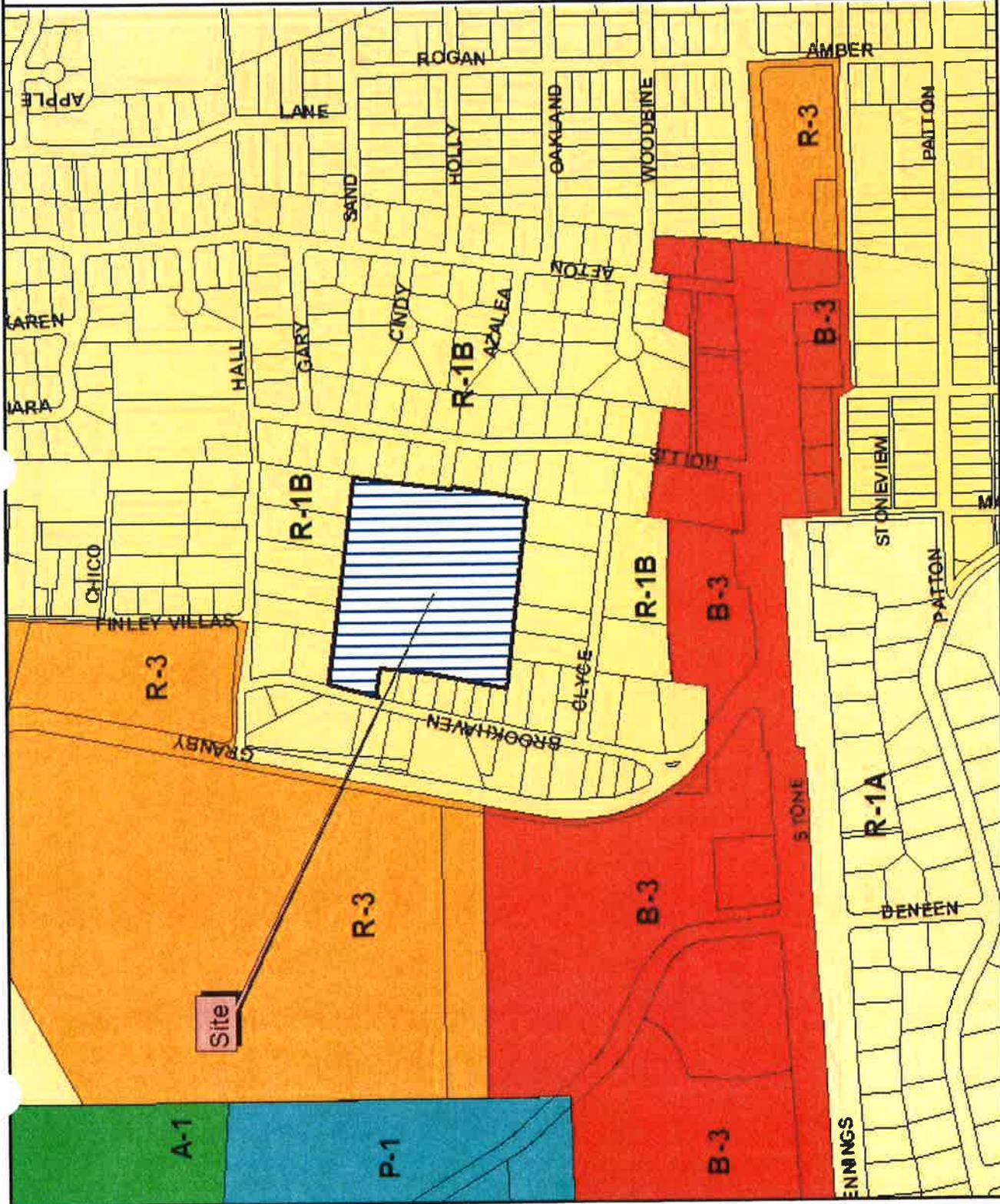
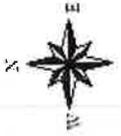


Vicinity Map



# Brookton Park Subdivision Brookhaven Drive

- LEGEND**
- 2007 Parcels
  - Streets
  - City Limits
  - River
  - UGBA



Surrounding Zoning Map







AGENDA ACTION FORM

**Consideration of a Resolution to Accept Deeds and Deeds of Easement for Various City Projects**

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

Action Form No.: AF-213-2013  
Work Session: August 5, 2013  
First Reading: N/A

Final Adoption: August 6, 2013  
Staff Work By: R. Trent  
Presentation By: M. Billingsley

**Recommendation:** Approve the Resolution.

**Executive Summary:**

An annual listing of the deeds and deeds of easements required for various city projects located in the 10<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup> and 13<sup>th</sup> Civil Districts of Sullivan County, Tennessee is included in this Resolution which provides for the formal acceptance of the property and property rights conveyed. The attached supplemental information provides the various projects, deeds and deeds of easement obtained for the fiscal year 2012-2013.

**Attachments:**

1. 2013 Acceptance Resolution
2. Supplemental Information

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

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

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

A RESOLUTION TO ACCEPT DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE FROM THE VARIOUS PROPERTY OWNERS AND OTHERS HAVING AN INTEREST IN PROPERTY AS HEREINAFTER SET OUT, CONVEYING TO THE CITY OF KINGSPORT, A MUNICIPAL CORPORATION OF THE STATE OF TENNESSEE, TITLE TO THE PROPERTY DESCRIBED IN SUCH DEEDS, DEEDS OF EASEMENT, AND OTHER MUNIMENT OF TITLE, LOCATED IN THE 10<sup>TH</sup>, 11<sup>TH</sup>, 12<sup>TH</sup> AND 13<sup>TH</sup> CIVIL DISTRICTS OF SULLIVAN COUNTY, TENNESSEE.

WHEREAS, the City of Kingsport, a municipal corporation of the State of Tennessee, accepts Deeds and Deeds of Easement from the various property owners conveying to the City of Kingsport title to the property.

WHEREAS, the City of Kingsport desires to accept from various property owners Deeds and Deeds of Easements located in the 10<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup> and 13<sup>th</sup> Civil Districts of Sullivan County, Tennessee and described in Exhibit "A", the descriptions of such property being more specifically set out in said instruments hereinafter referred to, and which have been made a part of this Resolution by reference, as fully as though copied verbatim herein.

Now therefore,

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

SECTION I. That the Board of Mayor and Aldermen accept the Deeds and Deeds of Easement from the various property owners which convey to the City of Kingsport titles to the property located in the 10<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup> and 13<sup>th</sup> Civil Districts of Sullivan County, Tennessee and described in Exhibit "A", the descriptions of such property being more specifically set out in said instruments hereinafter referred to, and which have been made a part of this Resolution by reference, as fully as though copied verbatim herein.

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

ADOPTED this the 6<sup>th</sup> day of August, 2013.

ATTEST:

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

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

APPROVED AS TO FORM:

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

## Exhibit "A"

Warranty Deed for the Charles Edson Sandidge and wife, Judith B. Sandidge property dated March 15, 2012 from Charles Edson Sandidge and wife, Judith B. Sandidge to the City of Kingsport, Tennessee, and recorded March 16, 2012 in Deed Book 3027 at page 141 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Nancy R. MacArthur and Mary K. Rogers, sole heirs at law of Robert G. Rogers property dated June 13, 2012 from Nancy R. MacArthur and Mary K. Rogers to the City of Kingsport, Tennessee, and recorded June 21, 2012 in Deed Book 3038 at page 2291 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for the Betty Ruth Gilliam property dated June 18, 2012 from Betty Ruth Gilliam to the City of Kingsport, Tennessee, and recorded June 21, 2012 in Deed Book 3038 at page 2263 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the S. Joseph Watson and wife, Elaine S. Watson property dated June 22, 2012 from S. Joseph Watson and wife, Elaine S. Watson to the City of Kingsport, Tennessee, and recorded November 11, 2012 in Deed Book 3056 at page 429 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the S. Joseph Watson and wife, Elaine S. Watson property dated June 22, 2012 from S. Joseph Watson and wife, Elaine S. Watson to the City of Kingsport, Tennessee, and recorded November 11, 2012 in Deed Book 3056 at page 431 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the S. Joseph Watson and wife, Elaine S. Watson property dated June 22, 2012 from S. Joseph Watson and wife, Elaine S. Watson to the City of Kingsport, Tennessee, and recorded November 11, 2012 in Deed Book 3056 at page 429 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Jos S. de Wit and wife, Mary S. de Wit property dated July 9, 2012 from Jos S. de Wit and wife, Mary S. de Wit to the City of Kingsport, Tennessee, for the amount of \$4,430.00 and recorded November 7, 2012 in Deed Book 3056 at page 433 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Michael Prumbs and wife, Gilgia Prumbs property dated August 30, 2012 from Michael Prumbs and wife, Gilgia Prumbs to the City of Kingsport, Tennessee, for the amount of \$4,820.00 and recorded November 7, 2012 in Deed Book 3056 at page 436 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Life Estate of Clara Bell Hill and Remainder Interest of Charles Norman Falin and wife, Gladys Hill Falin property dated October 25, 2012 from Life Estate of Clara Bell Hill and Remainder Interest of Charles Norman Falin and wife, Gladys Hill Falin to the City of Kingsport, Tennessee, for the amount of \$130.00 and recorded November 7, 2012 in Deed Book 3056 at page 391 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Life Estate of Clara Bell Hill and Remainder Interest of Charles Norman Falin and wife, Gladys Hill Falin property dated October 25, 2012 from Life Estate of Clara Bell Hill and Remainder Interest of Charles Norman Falin and wife, Gladys Hill Falin to the City of Kingsport, Tennessee, for the amount of \$99.00 and recorded November 7, 2012 in Deed Book 3056 at page 394 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Kingsport Cemetery Incorporated property dated October 4, 2012 from Kingsport Cemetery Incorporated to the City of Kingsport, Tennessee, for the amount of \$770.00 and recorded November 7, 2012 in Deed Book 3056 at page 397 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Kingsport Housing & Redevelopment Authority property dated June 19, 2012 from Kingsport Housing & Redevelopment Authority to the City of Kingsport, Tennessee, for the amount of \$1,810.00 and recorded November 7, 2012 in Deed Book 3056 at page 403 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Kingsport Housing & Redevelopment Authority property dated June 19, 2012 from Kingsport Housing & Redevelopment Authority to the City of Kingsport, Tennessee, for the amount of \$2,320.00 and recorded November 7, 2012 in Deed Book 3056 at page 400 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Depew's Chapel United Methodist Church property dated June 26, 2012 from Depew's Chapel United Methodist Church to the City of Kingsport, Tennessee, for the amount of \$90.00 and recorded November 7, 2012 in Deed Book 3056 at page 406 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Derrick Browder and wife, Paula M. George Browder property dated September 10, 2012 from Derrick Browder and wife, Paula M. George Browder to the City of Kingsport, Tennessee, for the amount of \$200.00 and recorded November 7, 2012 in Deed Book 3056 at page 409 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Dr. M. E. Rogers property dated October 1, 2012 from Dr. M. E. Rogers to the City of Kingsport, Tennessee, for the amount of \$1,930.00 and recorded November 7, 2012 in Deed Book 3056 at page 415 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Jeff Vaughn and wife, Jody Vaughn property dated July 18, 2012 from Jeff Vaughn and wife, Jody Vaughn to the City of Kingsport, Tennessee, for the amount of \$1,060.00 and recorded November 7, 2012 in Deed Book 3056 at page 418 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Roy A. Carroll and wife, Katherine A. Carroll property dated July 13, 2012 from Roy A. Carroll and wife, Katherine A. Carroll to the City of Kingsport, Tennessee, for the amount of \$330.00 and recorded November 7, 2012 in Deed Book 3056 at page 421 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Nancy L .Granger, sole heir at law of June Lady property dated July 13, 2012 from Nancy L .Granger to the City of Kingsport, Tennessee, for the amount of \$390.00 and recorded November 7, 2012 in Deed Book 3056 at page 424 in the Register's Office for Sullivan County at Blountville, Tennessee.

Notice of Lien filed on behalf of the City of Kingsport, Tennessee against the Steve & Ina Allen property dated July 2, 2012 and recorded November 7, 2012 in Deed Book 3056 at page 427 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the David C. McClure and Ligaya G. McClure, Trustees of the David and Ligaya McClure Living Trust property dated November 21, 2012 from David C. McClure and Ligaya G. McClure to the City of Kingsport, Tennessee, for the amount of \$270.00 and recorded December 12, 2012 in Deed Book 3060 at page 637 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Carl C. Galloway and wife, Patricia C. Galloway property dated December 3, 2012 from Carl C. Galloway and wife, Patricia C. Galloway to the City of Kingsport, Tennessee, for the amount of \$1,630.00 and recorded December 12, 2012 in Deed Book 3060 at page 640 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Eastman Chemical Company property dated October 31, 2012 from Eastman Chemical Company to the City of Kingsport, Tennessee, for the amount of \$1.00 and recorded December 12, 2012 in Deed Book 3060 at page 643 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the E. Douglas Drinnon and wife, Rose Ella Drinnon property dated December 6, 2012 from E. Douglas Drinnon and wife, Rose Ella Drinnon to the City of Kingsport, Tennessee, for the amount of \$1,500.00 and recorded December 12, 2012 in Deed Book 3060 at page 646 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Steven S. Willey property dated November 26, 2012 from Steven S. Willey to the City of Kingsport, Tennessee, for the amount of \$2,090.00 and recorded December 12, 2012 in Deed Book 3060 at page 649 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Gretchen O. Bentley and husband, J. Clyde Bentley property dated November 29, 2012 from Gretchen O. Bentley and husband, J. Clyde Bentley to the City of Kingsport, Tennessee, for the amount of \$1,680.00 and recorded December 12, 2012 in Deed Book 3060 at page 652 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Ronald G. Dickenson and wife, Lillie D. Dickenson property dated November 28, 2012 from Ronald G. Dickenson and wife, Lillie D. Dickenson to the City of Kingsport, Tennessee, for the amount of \$1,580.00 and recorded December 12, 2012 in Deed Book 3060 at page 655 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Thomas W. Lane and wife, Virginia Ruth Lane property dated December 5, 2012 from Thomas W. Lane and wife, Virginia Ruth Lane to the City of Kingsport, Tennessee, for the amount of \$750.00 and recorded December 12, 2012 in Deed Book 3060 at page 658 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Jennifer E. Shelton property dated December 7, 2012 from Jennifer E. Shelton to the City of Kingsport, Tennessee, for the amount of \$1.00 and recorded December 12, 2012 in Deed Book 3060 at page 661 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Sullivan County, Tennessee property dated November 26, 2012 from Sullivan County, Tennessee to the City of Kingsport, Tennessee, for the amount of \$1.00 and recorded December 12, 2012 in Deed Book 3060 at page 664 in the Register's Office for Sullivan County at Blountville, Tennessee.

Quitclaim Deed for a portion of the Industrial Development Board of the City of Kingsport, Tennessee property dated November 20, 2012 from Industrial Development Board of the City of Kingsport, Tennessee to the City of Kingsport, Tennessee, and recorded December 12, 2012 in Deed Book 3060 at page 667 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the Steven Thrift and wife, Kasey Thrift property dated December 5, 2012 from Steven Thrift and wife, Kasey Thrift to the City of Kingsport, Tennessee, and recorded December 12, 2012 in Deed Book 3060 at page 669 in the Register's Office for Sullivan County at Blountville, Tennessee.

Final Judgment for a portion of the Horse Creek Farms, GP property dated November 9, 2012 from Horse Creek Farms, GP to the City of Kingsport, Tennessee, and recorded December 12, 2012 in Deed Book 3060 at page 671 in the Register's Office for Sullivan County at Blountville, Tennessee.

Final Judgment on the Horse Creek Farms, GP property dated November 9, 2012 from Horse Creek Farms, GP to the City of Kingsport, Tennessee, and recorded December 12, 2012 in Deed Book 3060 at page 676 in the Register's Office for Sullivan County at Blountville, Tennessee.

Final Judgment on the Johnny F. Qualls property dated January 14, 2013 from Johnny F. Qualls to the City of Kingsport, Tennessee, and recorded January 16, 2013 in Deed Book 3064 at page 1307 in the Register's Office for Sullivan County at Blountville, Tennessee.

Final Judgment on the Dolores A. Perkins property dated January 4, 2013 from Dolores A. Perkins to the City of Kingsport, Tennessee, and recorded January 16, 2013 in Deed Book 3064 at page 1311 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the Jeffrey G. Mull and wife, Carolyn Y. Mull property dated December 12, 2012 from Jeffrey G. Mull and wife, Carolyn Y. Mull to the City of Kingsport, Tennessee, and recorded January 16, 2013 in Deed Book 3064 at page 1315 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Bruce F. Haney and wife, Rosemary R. Haney property dated January 14, 2013 from Bruce F. Haney and wife, Rosemary R. Haney to the City of Kingsport, Tennessee, for the amount of \$2,030.00 and recorded January 16, 2013 in Deed Book 3064 at page 1317 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Russell L. Whitson and wife, Cherie A. Whitson property dated December 14, 2012 from Russell L. Whitson and wife, Cherie A. Whitson to the City of Kingsport, Tennessee, for the amount of \$141.00 and recorded January 16, 2013 in Deed Book 3064 at page 1320 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Timothy Jack Jones and wife, Kimberly M. Jones property dated January 7, 2013 from Timothy Jack Jones and wife, Kimberly M. Jones to the City of Kingsport, Tennessee, for the amount of \$2,460.00 and recorded January 16, 2013 in Deed Book 3064 at page 1323 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the David M. Long and wife, Janice E. Long property dated January 7, 2013 from David M. Long and wife, Janice E. Long to the City of Kingsport, Tennessee, for the amount of \$2,010.00 and recorded January 16, 2013 in Deed Book 3064 at page 1326 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Rebecca S. Bridwell property dated November 19, 2012 from Rebecca S. Bridwell to the City of Kingsport, Tennessee, for the amount of \$3,378.00 and recorded January 16, 2013 in Deed Book 3064 at page 1329 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Timothy S. Byler and wife, Kelly T. Byler property dated January 4, 2013 from Timothy S. Byler and wife, Kelly T. Byler to the City of Kingsport, Tennessee, for the amount of \$2,030.00 and recorded January 16, 2013 in Deed Book 3064 at page 1332 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Franklin D. Rector, Jr. property dated January 4, 2013 from Franklin D. Rector, Jr. to the City of Kingsport, Tennessee, for the amount of \$790.00 and recorded January 16, 2013 in Deed Book 3064 at page 1335 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Brian A. Buchanan and wife, Yvette M. Buchanan property dated January 2, 2013 from Brian A. Buchanan and wife, Yvette M. Buchanan to the City of Kingsport, Tennessee, for the amount of \$160.00 and recorded January 16, 2013 in Deed Book 3064 at page 1338 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Norman Ray Haynes and wife, Shirley Jean Haynes property dated December 31, 2012 from Norman Ray Haynes and wife, Shirley Jean Haynes to the City of Kingsport, Tennessee, for the amount of \$690.00 and recorded January 16, 2013 in Deed Book 3064 at page 1341 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Gregory H. Ball and wife, Ronda L. Ball property dated December 31, 2012 from Gregory H. Ball and wife, Ronda L. Ball to the City of Kingsport, Tennessee, for the amount of \$1,640.00 and recorded January 16, 2013 in Deed Book 3064 at page 1344 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Beverly J. Statzer property dated December 19, 2012 from Beverly J. Statzer to the City of Kingsport, Tennessee, for the amount of \$3,660.00 and recorded January 16, 2013 in Deed Book 3064 at page 1347 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Jonathan A. Price and wife, Cassie Price property dated December 18, 2012 from Jonathan A. Price and wife, Cassie Price to the City of Kingsport, Tennessee, for the amount of \$5,274.00 and recorded January 16, 2013 in Deed Book 3064 at page 1350 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Norman Ray Haynes and wife, Shirley Jean Haynes property dated December 31, 2012 from Norman Ray Haynes and wife, Shirley Jean Haynes to the City of Kingsport, Tennessee, for the amount of \$690.00 and recorded January 16, 2013 in Deed Book 3064 at page 1341 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Hugh L. Thompson and wife, Reatha Faye Thompson property dated December 10, 2012 from Hugh L. Thompson and wife, Reatha Faye Thompson to the City of Kingsport, Tennessee, for the amount of \$250.00 and recorded January 16, 2013 in Deed Book 3064 at page 1353 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the Paul David Carter and wife, Nancy M. Carter property dated November 15, 2012 from Paul David Carter and wife, Nancy M. Carter to the City of Kingsport, Tennessee, for the amount of \$450.00.

Deed of Temporary Easement across the Jack T. Garland, Trustee of the Jack T. Garland and Mary Rose Garland Living Trust property dated November 14, 2012 from Jack T. Garland to the City of Kingsport, Tennessee, for the amount of \$450.00.

Deed of Temporary Easement across the Bobby R. Hyatt and wife, Debbie M. Hyatt property dated November 13, 2012 from Bobby R. Hyatt and wife, Debbie M. Hyatt to the City of Kingsport, Tennessee, for the amount of \$450.00.

Deed of Temporary Easement across the Roger Lee Clark property dated November 28, 2012 from Roger Lee Clark to the City of Kingsport, Tennessee, for the amount of \$530.00.

Deed of Temporary Easement across the Ronald W. Castle property dated December 13, 2012 from Ronald W. Castle to the City of Kingsport, Tennessee, for the amount of \$560.00.

Deed of Temporary Easement across the David Lee Riggs and wife, Kathy M. Riggs property dated December 13, 2012 from David Lee Riggs and wife, Kathy M. Riggs to the City of Kingsport, Tennessee, for the amount of \$450.00.

Deed of Temporary Easement across the Robert E. Hawk and wife, Betty M. Hawk property dated December 13, 2012 from Robert E. Hawk and wife, Betty M. Hawk to the City of Kingsport, Tennessee, for the amount of \$290.00.

Deed of Temporary Easement across the Jan Kimbler property dated December 14, 2012 from Jan Kimbler to the City of Kingsport, Tennessee, for the amount of \$220.00.

Deed of Temporary Easement across the Aurora A. Hensley property dated January 2, 2013 from Aurora A. Hensley to the City of Kingsport, Tennessee, for the amount of \$530.00.

Deed of Temporary Easement across the Mark Collette and wife, Teresa N. Collette property dated January 11, 2013 from Mark Collette and wife, Teresa N. Collette to the City of Kingsport, Tennessee, for the amount of \$210.00.

Deed of Temporary Easement across the Dianne K. Pope property dated January 24, 2013 from Dianne K. Pope to the City of Kingsport, Tennessee, for the amount of \$320.00.

Deed of Temporary Easement across the Elizabeth Anita Baker Bates property dated February 5, 2013 from Elizabeth Anita Baker Bates to the City of Kingsport, Tennessee, for the amount of \$190.00.

Deed of Temporary Easement across the Beverly L. Boling property dated February 8, 2013 from Beverly L. Boling to the City of Kingsport, Tennessee, for the amount of \$410.00.

Deed for all of Units 200 and 300 of 400 Clinchfield Condominium from the Industrial Development Board of the City of Kingsport, Tennessee dated February 6, 2013 from the Industrial Development Board of the City of Kingsport, Tennessee to the City of Kingsport, Tennessee, and recorded February 11, 2013 in Deed Book 3067 at page 1363 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the Elmer R. Gilliam and wife, Rebeca S. Gilliam property dated February 12, 2013 from Elmer R. Gilliam and wife, Rebeca S. Gilliam to the City of Kingsport, Tennessee, for the amount of \$450.00.

Deed of Temporary Easement across the John K. Gray property dated February 12, 2013 from John K. Gray to the City of Kingsport, Tennessee, for the amount of \$750.00.

Deed of Temporary Easement across the Rodney L. Piner and wife, Cathy S. Piner property dated February 12, 2013 from Rodney L. Piner and wife, Cathy S. Piner to the City of Kingsport, Tennessee, for the amount of \$450.00.

Deed of Temporary Easement across the Rick A. Gray property dated February 19, 2013 from Rick A. Gray to the City of Kingsport, Tennessee, for the amount of \$80.00.

Deed of Temporary Easement across the Jimmy C. Ball property dated February 20, 2013 from Jimmy C. Ball to the City of Kingsport, Tennessee, for the amount of \$380.00.

Clerk & Master's Tax Deed for the Edward N. Williams, Jr. property from the Clerk & Master Sarah Housewright dated November 5, 2012 from the Clerk & Master Sarah Housewright to the City of Kingsport, Tennessee, and recorded February 20, 2013 in Deed Book 3068 at page 1148 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the John H. Gilbert and wife, Brenda Gilbert property dated February 26, 2013 from John H. Gilbert and wife, Brenda Gilbert to the City of Kingsport, Tennessee, for the amount of \$230.00.

Deed of Temporary Easement across the Richard C. Ball and wife, Sheila R. Ball property dated February 22, 2013 from Richard C. Ball and wife, Sheila R. Ball to the City of Kingsport, Tennessee, for the amount of \$390.00.

Deed of Temporary Easement across the John H. Gilbert and wife, Brenda Gilbert property dated February 26, 2013 from John H. Gilbert and wife, Brenda Gilbert to the City of Kingsport, Tennessee, for the amount of \$230.00.

Deed of Temporary Easement across the Jimmy F. Reed and wife, Diane R. Reed property dated February 22, 2013 from Jimmy F. Reed and wife, Diane R. Reed to the City of Kingsport, Tennessee, for the amount of \$410.00.

Deed of Temporary Easement across the Raul Sigfrido Arocha property dated February 22, 2013 from Raul Sigfrido Arocha to the City of Kingsport, Tennessee, for the amount of \$530.00.

Deed of Temporary Easement across the Esmond David Jones property dated February 22, 2013 from Esmond David Jones to the City of Kingsport, Tennessee, for the amount of \$280.00.

Deed of Temporary Easement across the Don C. Davis and wife, Linda P. Davis property dated February 19, 2013 from Jimmy F. Reed and wife, Diane R. Reed to the City of Kingsport, Tennessee, for the amount of \$1,180.00.

Deed of Temporary Easement across the Don C. Davis and wife, Linda P. Davis property dated February 19, 2013 from Jimmy F. Reed and wife, Diane R. Reed to the City of Kingsport, Tennessee, for the amount of \$120.00.

Deed of Temporary Easement across the John Dyson and wife, Jill D. Dyson property dated February 13, 2013 from John Dyson and wife, Jill D. Dyson to the City of Kingsport, Tennessee, for the amount of \$270.00.

Deed of Temporary Easement across the Billy J. Walters, Jr. and wife, Tami C. Walters property dated March 7, 2013 from Billy J. Walters, Jr. and wife, Tami C. Walters to the City of Kingsport, Tennessee, for the amount of \$30.00.

Deed of Temporary Easement across the John Keith Harris and wife, Charlene Smith Harris property dated March 5, 2013 from John Keith Harris and wife, Charlene Smith Harris to the City of Kingsport, Tennessee, for the amount of \$60.00.

Deed of Temporary Easement across the Billy C. Nash and wife, Mary L. Nash property dated March 7, 2013 from Billy C. Nash and wife, Mary L. Nash to the City of Kingsport, Tennessee, for the amount of \$1,700.00.

Deed of Temporary Easement across the Danny R. Vermillion and wife, Heather M. Vermillion property dated March 7, 2013 from Danny R. Vermillion and wife, Heather M. Vermillion to the City of Kingsport, Tennessee, for the amount of \$4,800.00.

Deed of Easement across the Roscoe F. Harrison property dated February 28, 2013 from Roscoe F. Harrison to the City of Kingsport, Tennessee, for the amount of \$405.00 and recorded March 6, 2013 in Deed Book 3070 at page 407 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Richard L. Austin and wife, Marilyn E. Austin property dated February 27, 2013 from Richard L. Austin and wife, Marilyn E. Austin to the City of Kingsport, Tennessee, for the amount of \$230.00 and recorded March 6, 2013 in Deed Book 3070 at page 404 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the David A. Taylor and Teresa D. Osborne property dated February 28, 2013 from David A. Taylor and Teresa D. Osborne to the City of Kingsport, Tennessee, for the amount of \$1,530.00 and recorded March 6, 2013 in Deed Book 3070 at page 401 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Kenneth E. Jones and wife, Connie L. Jones property dated February 19, 2013 from Kenneth E. Jones and wife, Connie L. Jones to the City of Kingsport, Tennessee, for the amount of \$4,560.00 and recorded March 6, 2013 in Deed Book 3070 at page 398 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Carolyn Sue Greene and husband, Endle Greene property dated February 21, 2013 from Carolyn Sue Greene and husband, Endle Greene to the City of Kingsport, Tennessee, for the amount of \$1,660.00 and recorded March 6, 2013 in Deed Book 3070 at page 395 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Gregory D. Gibson and wife, Lisa C. Gibson property dated February 14, 2013 from Gregory D. Gibson and wife, Lisa C. Gibson to the City of Kingsport, Tennessee, for the amount of \$1,800.00 and recorded March 6, 2013 in Deed Book 3070 at page 389 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Nicole M. Killen property dated February 20, 2013 from Nicole M. Killen to the City of Kingsport, Tennessee, for the amount of \$1,020.00 and recorded March 6, 2013 in Deed Book 3070 at page 392 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Jerry W. Cavin property dated February 14, 2013 from Jerry W. Cavin to the City of Kingsport, Tennessee, for the amount of \$1,120.00 and recorded March 6, 2013 in Deed Book 3070 at page 386 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Beverly L. Boling property dated February 8, 2013 from Beverly L. Boling to the City of Kingsport, Tennessee, for the amount of \$930.00 and recorded March 6, 2013 in Deed Book 3070 at page 383 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the James Easterling property dated January 24, 2013 from James Easterling to the City of Kingsport, Tennessee, for the amount of \$220.00 and recorded March 6, 2013 in Deed Book 3070 at page 368 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Ella Dianne F. Jeffries property dated January 30, 2013 from Ella Dianne F. Jeffries to the City of Kingsport, Tennessee, for the amount of \$2,600.00 and recorded March 6, 2013 in Deed Book 3070 at page 377 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Ella Dianne F. Jeffries property dated January 30, 2013 from Ella Dianne F. Jeffries to the City of Kingsport, Tennessee, for the amount of \$1,730.00 and recorded March 6, 2013 in Deed Book 3070 at page 374 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Harold J. Copas and wife, Wanda Marie Copas property dated February 8, 2013 from Harold J. Copas and wife, Wanda Marie Copas to the City of Kingsport, Tennessee, for the amount of \$4,060.00 and recorded March 6, 2013 in Deed Book 3070 at page 380 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Steven D. Franklin and wife, Charlotte A. Franklin property dated January 24, 2013 from Steven D. Franklin and wife, Charlotte A. Franklin to the City of Kingsport, Tennessee, for the amount of \$1,470.00 and recorded March 6, 2013 in Deed Book 3070 at page 371 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Kirby M. Fetzer and wife, Barbara J. Fetzer property dated February 25, 2013 from Kirby M. Fetzer and wife, Barbara J. Fetzer to the City of Kingsport, Tennessee, for the amount of \$1,250.00 and recorded March 6, 2013 in Deed Book 3070 at page 362 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Brian P. Hunt and wife, Teresa F. Hunt property dated February 22, 2013 from Brian P. Hunt and wife, Teresa F. Hunt to the City of Kingsport, Tennessee, for the amount of \$2,350.00 and recorded March 6, 2013 in Deed Book 3070 at page 365 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Steven T. Perri and wife, Letitia Perri property dated February 26, 2013 from Steven T. Perri and wife, Letitia Perri to the City of Kingsport, Tennessee, for the amount of \$3,290.00 and recorded March 6, 2013 in Deed Book 3070 at page 359 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Joseph E. Jones and wife, Diana L. Jones property dated February 25, 2013 from Joseph E. Jones and wife, Diana L. Jones to the City of Kingsport, Tennessee, for the amount of \$1,990.00 and recorded March 6, 2013 in Deed Book 3070 at page 356 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Joseph E. Jones and wife, Diana L. Jones property dated February 25, 2013 from Joseph E. Jones and wife, Diana L. Jones to the City of Kingsport, Tennessee, for the amount of \$790.00 and recorded March 6, 2013 in Deed Book 3070 at page 353 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the David A. Lane property dated February 15, 2013 from David A. Lane to the City of Kingsport, Tennessee, and recorded March 6, 2013 in Deed Book 3070 at page 322 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the Carl Lee Painter and wife, Ellen H. Painter property dated February 18, 2013 from Carl Lee Painter and wife, Ellen H. Painter to the City of Kingsport, Tennessee, and recorded March 6, 2013 in Deed Book 3070 at page 325 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the Scott Schulte and wife, Amanda Schulte property dated February 20, 2013 from Scott Schulte and wife, Amanda Schulte to the City of Kingsport, Tennessee, and recorded March 6, 2013 in Deed Book 3070 at page 328 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the Jese J. Barrett, Jr. property dated February 19, 2013 from Jese J. Barrett, Jr. to the City of Kingsport, Tennessee, and recorded March 6, 2013 in Deed Book 3070 at page 331 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the Bradley R. Compton and wife, Brandy N. Compton property dated February 21, 2013 from Bradley R. Compton and wife, Brandy N. Compton to the City of Kingsport, Tennessee, and recorded March 6, 2013 in Deed Book 3070 at page 334 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the Nancy L. Granger property dated February 22, 2013 from Nancy L. Granger to the City of Kingsport, Tennessee, and recorded March 6, 2013 in Deed Book 3070 at page 337 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the Judy B. Smith property dated February 21, 2013 from Judy B. Smith to the City of Kingsport, Tennessee, and recorded March 6, 2013 in Deed Book 3070 at page 341 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the Gregory E. Hannon and wife, Rita M. Hannon property dated February 12, 2013 from Gregory E. Hannon and wife, Rita M. Hannon to the City of Kingsport, Tennessee, and recorded March 6, 2013 in Deed Book 3070 at page 344 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the Opal G. Wallen property dated February 26, 2013 from Opal G. Wallen to the City of Kingsport, Tennessee, and recorded March 6, 2013 in Deed Book 3070 at page 347 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the Carmen M. Cross property dated February 26, 2013 from Carmen M. Cross to the City of Kingsport, Tennessee, and recorded March 6, 2013 in Deed Book 3070 at page 350 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the David W. Greear and wife, Catherine A. Greear property dated March 8, 2013 from David W. Greear and wife, Catherine A. Greear to the City of Kingsport, Tennessee, for the amount of \$1,000.00.

Deed of Temporary Easement across the Larry K. McInturff and wife, P. Joanne McInturff property dated March 8, 2013 from Larry K. McInturff and wife, P. Joanne McInturff to the City of Kingsport, Tennessee, for the amount of \$140.00.

Deed of Temporary Easement across the Gwendolyn Moir Bryan and Malcolm W. Bryan, IV property dated March 13, 2013 from Gwendolyn Moir Bryan and Malcolm W. Bryan, IV to the City of Kingsport, Tennessee, for the amount of \$3,340.00.

Deed of Temporary Easement across the Donald B. Campbell and wife, Jill K. Campbell property dated March 11, 2013 from Donald B. Campbell and wife, Jill K. Campbell to the City of Kingsport, Tennessee, for the amount of \$1,380.00.

Deed of Temporary Easement across the Gary Jefferson Honeycutt and wife, Jane Bryan Honeycutt property dated March 8, 2013 from Gary Jefferson Honeycutt and wife, Jane Bryan Honeycutt to the City of Kingsport, Tennessee, for the amount of \$500.00.

Deed of Temporary Easement across the Marc K. Maynor and wife, Kimberly S. Maynor property dated April 19, 2013 from Marc K. Maynor and wife, Kimberly S. Maynor to the City of Kingsport, Tennessee, for the amount of \$160.00.

Warranty Deed for a portion of the Michael D. Masuta property dated March 8, 2013 from Michael D. Masuta to the City of Kingsport, Tennessee, and recorded May 8, 2013 in Deed Book 3078 at page 538 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the Gregg E. Whiteman property dated February 27, 2013 from Gregg E. Whiteman to the City of Kingsport, Tennessee, and recorded May 8, 2013 in Deed Book 3078 at page 541 in the Register's Office for Sullivan County at Blountville, Tennessee.

Warranty Deed for a portion of the Mark E. Edenfield property dated March 1, 2013 from Mark E. Edenfield to the City of Kingsport, Tennessee, and recorded May 8, 2013 in Deed Book 3078 at page 544 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Todd D. Hayes and wife, Penny R. Hayes property dated April 8, 2013 from Todd D. Hayes and wife, Penny R. Hayes to the City of Kingsport, Tennessee, for the amount of \$1,040.00 and recorded May 8, 2013 in Deed Book 3078 at page 459 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Terry Lewis Jordan and wife, Kathy H. Jordan property dated March 28, 2013 from Terry Lewis Jordan and wife, Kathy H. Jordan to the City of Kingsport, Tennessee, for the amount of \$3,250.00 and recorded May 8, 2013 in Deed Book 3078 at page 462 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Terry Lewis Jordan and wife, Kathy H. Jordan property dated March 28, 2013 from Terry Lewis Jordan and wife, Kathy H. Jordan to the City of Kingsport, Tennessee, for the amount of \$2,520.00 and recorded May 8, 2013 in Deed Book 3078 at page 465 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the David S. Youland and wife, Cheryl C. Durand-Youland property dated March 27, 2013 from David S. Youland and wife, Cheryl C. Durand-Youland to the City of Kingsport, Tennessee, for the amount of \$1,450.00 and recorded May 8, 2013 in Deed Book 3078 at page 468 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the James H. Blevins and wife, Gail E. Blevins property dated March 21, 2013 from James H. Blevins and wife, Gail E. Blevins to the City of Kingsport, Tennessee, for the amount of \$2,400.00 and recorded May 8, 2013 in Deed Book 3078 at page 471 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Michael M. Freeman and Darla L. Carico property dated March 15, 2013 from Michael M. Freeman and Darla L. Carico to the City of Kingsport, Tennessee, for the amount of \$1,300.00 and recorded May 8, 2013 in Deed Book 3078 at page 474 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Jennifer D. McDonald and husband, William B. McDonald property dated March 8, 2013 from Jennifer D. McDonald and husband, William B. McDonald to the City of Kingsport, Tennessee, for the amount of \$1,780.00 and recorded May 8, 2013 in Deed Book 3078 at page 477 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Larry K. McInturff and wife, P. Joanne McInturff property dated March 8, 2013 from Larry K. McInturff and wife, P. Joanne McInturff to the City of Kingsport, Tennessee, for the amount of \$1,390.00 and recorded May 8, 2013 in Deed Book 3078 at page 480 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Billy J. Walters, Jr. and wife, Tami C. Walters property dated March 7, 2013 from Billy J. Walters, Jr. and wife, Tami C. Walters to the City of Kingsport, Tennessee, for the amount of \$830.00 and recorded May 8, 2013 in Deed Book 3078 at page 483 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the W. Emory Sells and wife, Dianna B. Sells property dated March 6, 2013 from W. Emory Sells and wife, Dianna B. Sells to the City of Kingsport, Tennessee, for the amount of \$1,900.00 and recorded May 8, 2013 in Deed Book 3078 at page 486 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Travis K. White and wife, Jodie J. White property dated March 5, 2013 from Travis K. White and wife, Jodie J. White to the City of Kingsport, Tennessee, for the amount of \$2,000.00 and recorded May 8, 2013 in Deed Book 3078 at page 489 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Marcha K. Elkins property dated March 4, 2013 from Marcha K. Elkins to the City of Kingsport, Tennessee, for the amount of \$560.00 and recorded May 8, 2013 in Deed Book 3078 at page 492 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Kimberly Ann Thornburg property dated March 4, 2013 from Kimberly Ann Thornburg to the City of Kingsport, Tennessee, for the amount of \$2,410.00 and recorded May 8, 2013 in Deed Book 3078 at page 495 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Jerry L. Hall and wife, Shirley M. Hall property dated March 1, 2013 from Jerry L. Hall and wife, Shirley M. Hall to the City of Kingsport, Tennessee, for the amount of \$2,840.00 and recorded May 8, 2013 in Deed Book 3078 at page 498 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Jerry L. Hall and wife, Shirley M. Hall property dated March 1, 2013 from Jerry L. Hall and wife, Shirley M. Hall to the City of Kingsport, Tennessee, for the amount of \$2,510.00 and recorded May 8, 2013 in Deed Book 3078 at page 501 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Temporary Easement across the Richard Eugene Woods property dated May 15, 2013 from Richard Eugene Woods to the City of Kingsport, Tennessee, for the amount of \$600.00.

Deed of Temporary Easement across the Linda S. Barham property dated May 15, 2013 from Linda S. Barham to the City of Kingsport, Tennessee, for the amount of \$1,130.00.

Deed of Easement across the Daniel B. Baum and wife, Anna M. Baum property dated April 16, 2013 from Daniel B. Baum and wife, Anna M. Baum to the City of Kingsport, Tennessee, for the amount of \$2,100.00 and recorded May 8, 2013 in Deed Book 3078 at page 504 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Jerry L. Dixon, Jr. and wife, Kathy S. Dixon property dated April 18, 2013 from Jerry L. Dixon, Jr. and wife, Kathy S. Dixon to the City of Kingsport, Tennessee, for the amount of \$3,290.00 and recorded May 8, 2013 in Deed Book 3078 at page 507 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Robert Ervin and wife, Wendy Ervin property dated April 19, 2013 from Robert Ervin and wife, Wendy Ervin to the City of Kingsport, Tennessee, for the amount of \$2,720.00 and recorded May 8, 2013 in Deed Book 3078 at page 510 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Brenda G. Abernathy property dated April 19, 2013 from Brenda G. Abernathy to the City of Kingsport, Tennessee, for the amount of \$1.00 and recorded May 8, 2013 in Deed Book 3078 at page 513 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Willard W. Bowery and wife, Judy N. Bowery property dated April 19, 2013 from Willard W. Bowery and wife, Judy N. Bowery to the City of Kingsport, Tennessee, for the amount of \$1.00 and recorded May 8, 2013 in Deed Book 3078 at page 516 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Lyle Bledsoe and wife, Janice Bledsoe property dated February 28, 2013 from Lyle Bledsoe and wife, Janice Bledsoe to the City of Kingsport, Tennessee, for the amount of \$410.00 and recorded May 8, 2013 in Deed Book 3078 at page 519 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Lyle Bledsoe and wife, Janice Bledsoe property dated February 28, 2013 from Lyle Bledsoe and wife, Janice Bledsoe to the City of Kingsport, Tennessee, for the amount of \$550.00 and recorded May 8, 2013 in Deed Book 3078 at page 522 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Gary Thompson and wife, Brigitte Thompson property dated March 21, 2013 from Gary Thompson and wife, Brigitte Thompson to the City of Kingsport, Tennessee, for the amount of \$1,100.00 and recorded May 8, 2013 in Deed Book 3078 at page 525 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Joyce Ann White property dated March 28, 2013 from Joyce Ann White to the City of Kingsport, Tennessee, for the amount of \$830.00 and recorded May 8, 2013 in Deed Book 3078 at page 528 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Ann Dunkin property dated April 23, 2013 from Ann Dunkin to the City of Kingsport, Tennessee, for the amount of \$3,140.00 and recorded May 8, 2013 in Deed Book 3078 at page 531 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Life Estate of James R. Calloway and wife, Penny L. Calloway, and remainder interest of James David Calloway, Katrinka Calloway Unold, Joshua Jason Brazee and Lindsey Sheffield property dated April 22, 2013 from the Life Estate of James R. Calloway and wife, Penny L. Calloway, and remainder interest of James David Calloway, Katrinka Calloway Unold, Joshua Jason Brazee and Lindsey Sheffield to the City of Kingsport, Tennessee, for the amount of \$2,040.00 and recorded May 8, 2013 in Deed Book 3078 at page 534 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Charles E. Hayes and wife, Martha Ann Hayes property dated May 10, 2013 from Charles E. Hayes and wife, Martha Ann Hayes to the City of Kingsport, Tennessee, for the amount of \$440.00 and recorded July 17, 2013 in Deed Book 3086 at page 1889 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Linda S. Basham property dated May 15, 2013 from Linda S. Basham to the City of Kingsport, Tennessee, for the amount of \$2,160.00 and recorded July 17, 2013 in Deed Book 3086 at page 1892 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Linda S. Basham property dated May 15, 2013 from Linda S. Basham to the City of Kingsport, Tennessee, for the amount of \$2,610.00 and recorded July 17, 2013 in Deed Book 3086 at page 1895 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Rohini Nathan and husband, Swami S. Nathan property dated May 22, 2013 from Rohini Nathan and husband, Swami S. Nathan to the City of Kingsport, Tennessee, for the amount of \$605.00 and recorded July 17, 2013 in Deed Book 3086 at page 1898 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Jackie W. Wade and wife, Mary C. Wade property dated May 29, 2013 from Jackie W. Wade and wife, Mary C. Wade to the City of Kingsport, Tennessee, for the amount of \$2,660.00 and recorded July 17, 2013 in Deed Book 3086 at page 1901 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Connie S. Fleenor property dated June 7, 2013 from Connie S. Fleenor to the City of Kingsport, Tennessee, for the amount of \$2,680.00 and recorded July 17, 2013 in Deed Book 3086 at page 1904 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Chris Maupin and wife, Amy Maupin property dated June 7, 2013 from Chris Maupin and wife, Amy Maupin to the City of Kingsport, Tennessee, for the amount of \$3,360.00 and recorded July 17, 2013 in Deed Book 3086 at page 1907 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Chris Maupin and wife, Amy Maupin property dated June 7, 2013 from Chris Maupin and wife, Amy Maupin to the City of Kingsport, Tennessee, for the amount of \$2,550.00 and recorded July 17, 2013 in Deed Book 3086 at page 1910 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Daniel L. Sobotka property dated June 10, 2013 from Daniel L. Sobotka to the City of Kingsport, Tennessee, for the amount of \$1,360.00 and recorded July 17, 2013 in Deed Book 3086 at page 1913 in the Register's Office for Sullivan County at Blountville, Tennessee.

Deed of Easement across the Darin G. Honeycutt property dated June 24, 2013 from Darin G. Honeycutt to the City of Kingsport, Tennessee, for the amount of \$620.00 and recorded July 17, 2013 in Deed Book 3086 at page 1916 in the Register's Office for Sullivan County at Blountville, Tennessee.



## AGENDA ACTION FORM

### Consideration of a Resolution Awarding the Bid for the Purchase of one (1) Tandem Axle Crane and Body Equipped Truck to Smoky Mountain Truck Center, LLC.

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-215-2013  
 Work Session: August 5, 2013  
 First Reading: N/A

Final Adoption: August 6, 2013  
 Staff Work By: Committee  
 Presentation By: R. McReynolds, S. Hightower

**Recommendation:** Approve the Resolution

**Executive Summary:** Bids were opened on July 16, 2013 for the purchase of one Tandem Axle Crane and Body Equipped truck for use by the Water Maintenance Department. The advertisement for the Invitation to Bid was published in the Kingsport Times News on June 30, 2013 and placed on our website for 17 calendar days. It is the recommendation of the committee to accept the bid from Smoky Mountain Truck Center, LLC for one each 2014 Freightliner M2106 w/ Altec AC18-70B as follows:

\$179,665.00	Unit Cost
<u>\$5,000.00</u>	trade-In Allowance equipment # 1042
\$174,665.00	Total Purchase Cost

A lower dollar amount bid was received but is not being recommended for reasons outlined in the recommendation memo.

Funding is identified in Account # 51150085019010

**Attachments:**

1. Resolution
2. Bid Opening Minutes
3. Recommendation Memo w/ photo

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

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

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

A RESOLUTION AWARDING THE BID FOR THE PURCHASE OF A TANDEM AXLE CRANE AND BODY EQUIPPED TRUCK TO SMOKY MOUNTAIN TRUCK CENTER, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, bids were opened July 16, 2013 for the purchase of one (1) tandem axle crane and body utility body equipped truck for the use at the Water Maintenance Department; and

WHEREAS, the city will receive \$5,000.00 for a trade-in allowance for vehicle #10425; and

WHEREAS, upon review of the bids, the board finds Smoky Mountain Truck Center, LLC is the lowest responsible compliant bidder meeting specifications for the particular grade or class of material, work or service desired and is in the best interest and advantage to the city, and the City of Kingsport desires to purchase one (1) 2014 Freightliner M2106 w/ Altec AC18-70B crane and body equipped truck from Smoky Mountain Truck Center, LLC., at a total purchase cost of \$174,665.00 which includes the deduction of the \$5,000.00 trade-in allowance; and

WHEREAS, funding is identified in account #51150085019010.

Now therefore,

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

SECTION I. That the bid for the purchase of one (1) 2014 Freightliner M2106 w/ Altec AC18-70B crane and body equipped truck at a total purchase cost of \$174,665.00, which includes the deduction of the \$5,000.00 trade-in allowance, is awarded to Smoky Mountain Truck Center, LLC, and the city manager is authorized to execute a purchase order for same.

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

ADOPTED this the 6th day of August, 2013.

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

ATTEST:

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

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

MINUTES  
BID OPENING  
July 16, 2013  
4:00 P.M.

Present: Sandy Crawford, Procurement Manager; and Brent Morelock, Assistant Procurement Manager

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

The Procurement Manager opened with the following bids:

TANDEM AXLE CRANE AND BODY EQUIPPED TRUCK					
Vendor:	Qty.:	Unit Cost:	Trade-In Allowance #1042	Delivery Time:	Make/Model:
Goodpasture Motor Co.	1	\$186,495.00	\$5,000.00	365 Days	2014 International 7500 W/Altec AC18-70B
Smoky Mountain Truck Center	1	\$179,665.00	\$5,000.00	240-270 Days	2014 Freightliner M2106 W/Altec AC18-70B
Worldwide Equipment Co.	1	\$181,924.00	\$10,500.00	240-270 Days	2014 Kenworth T370 W/Altec AC18-70B

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



**FLEET MAINTENANCE DIVISION**  
**City of Kingsport, Tennessee**

**To:** Brent Morelock, Assistant Procurement Manager  
**From:** Steve Hightower, Fleet Manager  
 Chad Austin, Water/ Wastewater Manager  
**Date:** July 26, 2013  
**Re:** Water Department Crane Truck Purchase Recommendation

This will confirm our review and recommendation to purchase the low compliant bid of the following vendor. We further recommend accepting the trade in offering. The low bid offering of World Wide Equipment was Non Compliant with the minimum bid requirements in several areas as follows:

- Section 3 – Axles: Minimum Rear 23,000# Spring Suspension Required/ *20,000 Spring Suspension Offered*
- Section 7.1 – Cooling System: 1,100 Minimum Square Inch Radiator Required/ *1,000 Square Inch Offered*
- Section 9 – Brakes: 16 ½ “x 8” Minimum Rear Brakes Required/ *16 ½ “ x 7” Offered*
- Section 11 - Frame: 3.2 Million Inch Pound Frame Rails Required/ *2.9 Million Offered*  
 1.2 Million Inch Pound Inner Frame Rails Required/ *1.1 Million Offered*

<b>Item</b>	<b>Quantity</b>	<b>Description</b>	<b>Award to Vendor</b>	<b>Fuel Economy</b>
1	1	2013 Freightliner w/Altec Crane	Smoky Mountain Freightliner	5/7 MPG

Low Compliant Bidder

Fuel Economy Improvement: No Fuel Savings will be realized since the replacement unit is comparable to old unit being traded.

1. Trade in(s):
  - a. Recommendation: Accept Trade Offering
  
2. New Unit Origin of Manufacture:
  - a. Cab/ Chassis – Mount Holly, NC
    - i. 50% Domestic/ 50% Foreign Materials
  - b. Crane Body – Roanoke, VA
    - i. 100% Domestic/ 0% Foreign Materials
  
3. New Unit Purchase Dealer:
  - a. Cab/ Chassis/ Body – Smoky Mountain Freightliner – Kingsport, TN

Should you have any questions on this recommendation, please do not hesitate to contact us.  
 Thank You.



Picture is for demonstration purposes only and does not reflect the actual unit being purchased.



**AGENDA ACTION FORM**

**Consideration of a Resolution Approving a Purchase Agreement with Press Commons, LLC and Authorizing the Mayor to Execute the Same**

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

Action Form No.: AF-223-2013  
 Work Session: August 5, 2013  
 First Reading: N/A  
 Final Adoption: August 6, 2013  
 Staff Work By: John Campbell  
 Presentation By: John Campbell

**Recommendation:** Approve the resolution.

**Executive Summary:** The city has worked on purchasing the property located next to the Farmer's Market from a Press Commons, LLC for the carousel project. The attached resolution approves a purchase agreement for the property and authorizes the Mayor to execute the same. A draft of the purchase agreement is in the body of the resolution. Aerial photographs are attached showing the location of the property. The purchase price for the property will be \$140,000. Additionally, the following action will take place at the proper time following the closing on the property.

- The city when it acquires the property will be required to install a traffic light, which will be camera-operated, at the intersection of Press Street and Clinchfield Street, reconfigured the press Street entrance on the west side of Clinchfield Street so that the traffic flows into the property being purchased by the city and the property used for the Food City shopping center. Then Press Commons, LLC, will close the driveway located next to the Farmer's Market building.
- Until the installation of the traffic signal and the reconfiguration of the Press Street entrance the driveway currently in use may continue to be used by the parties.
- Once the Carousel in operation the city will create a crosswalk across Clinchfield Street at the Press Street intersection.
- The city and Engage Kingsport will continue working towards a design which places the main entrance to the Carousel, in such a way that it opens to the parking lot of the Farmer's Market.
- The city will make adjustments to the Carousel's operating hours will to avoid conflicts with multiple events (i.e., opening the Carousel at 1:00 p.m. on Saturdays).
- The city will create some parking spaces within the fence at the Farmer's Market on Wednesdays and Saturdays.
- Future development of green space on the Property will be done in a way to avoid landscaping or play structures that block the view of the Food City shopping center.

**Attachments:**

1. Resolution
2. Aerial Photographs

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

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

**A RESOLUTION APPROVING AN PURCHASE AGREEMENT  
WITH PRESS COMMONS, LLC, AND AUTHORIZING THE  
MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER  
DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE  
THE PURPOSE OF THE AGREEMENT**

WHEREAS, the city would like to purchase the property located next to the Farmer's Market from Press Commons, LLC for the carousel project; and

WHEREAS, the purchase price for the property is \$140,000.00 and requires certain actions to be done to the property at the proper time following the closing of the property.

Now therefore,

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

**SECTION I.** That a purchase agreement with Press Commons, LLC for the property located next to the Farmer's Market for the purpose of the carousel project, 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 purchase agreement with Press Commons, LLC, and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the purchase agreement or this resolution, said purchase agreement being as follows:

**PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT (hereinafter Agreement) by and between **PRESS COMMONS LLC**, a Tennessee Limited Liability Company (herein "Seller"), and **THE CITY OF KINGSPORT, TENNESSEE**, a municipality under the laws of the State of Tennessee (herein "Buyer"), and the effective date (herein "Effective Date") of this Agreement is the latest date of execution by the parties as shown by the date of notarization of the signatures of the parties.

**WITNESSETH:**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

**SECTION 1. SALE.**

Subject to the terms and conditions contained in this Agreement Seller shall sell and convey to Buyer and Buyer shall purchase from Seller pursuant to the terms of this Agreement the following described real property (herein "Property") located in the City of Kingsport, 11<sup>th</sup> Civil District of Sullivan County, Tennessee, to wit:

**INSERT DESCRIPTION HERE**

**SECTION 2. PURCHASE PRICE.**

The Purchase Price for the Property is ONE HUNDRED FORTY THOUSAND Dollars (\$140,000), which shall be paid by Buyer in cash, certified check, wire transfer or other immediately available funds to Seller at Closing, plus or minus any prorations and adjustments made pursuant to this Agreement.

**SECTION 3. CLOSING DOCUMENTS.**

At the Closing, Seller shall execute and deliver to Buyer (a) a special warranty deed conveying fee simple title to the Property to Buyer subject only to the Permitted Exceptions provided for in the Title Insurance Policy contemplated in Section 6 of this Agreement, all easements or uses apparent on the ground and the encumbrances and easements of record or noted in this Agreement, but otherwise free and clear of all liens and encumbrances except such as have been approved in writing by Buyer; (b) any and all applicable transfer tax declarations or other transfer or sale disclosure statements required by applicable law; (c) a title affidavit in a form satisfactory to Buyer and Buyer's title insurance company, suitable to permit the title company to delete the standard,

pre-printed exceptions (that are identified in the title commitment) from the title policy; (d) an assignment of any warranties pertaining to any Improvements located on the Property; (e) a closing statement; (f) a Bill of Sale for any transferred items which are deemed personal property; and (g) such other instruments, certificates or affidavits as may be provided herein or as Buyer or title company may reasonably request to effect the intention of the parties hereunder.

**SECTION 4. CLOSING.**

Unless otherwise mutually agreed to by the parties the closing shall occur on or before ninety (90) days from the Effective Date of this Agreement Kingsport, Tennessee at a time and location mutually agreed upon by the parties or, upon failure of the parties to agree, at a time and place in Kingsport, Tennessee specified by Seller. Buyer and Seller agree to deliver and execute such documents as may be reasonable and necessary in the opinion of counsel for Seller and Buyer to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions hereof.

**SECTION 5. SURVEY.**

Buyer may obtain a survey of the Property, at Buyer's cost and expense, which shall be in a form and substance that is satisfactory to Buyer, in its sole discretion. Without limiting the foregoing, the survey will be in such form as may be required by a reputable title insurance company chosen by Buyer to enable the title insurance company to delete its survey exception from its title commitment and policy, and will further show (a) any existing easements and utilities affecting or benefiting the Property, all public rights of way adjacent thereto, the location of all improvements, encroachments, water courses, or fences on or adjacent to the Property, if any, and (b) any proposed detention or retention basins as may be indicated on any plans of record or required by any applicable jurisdictional authority. If the survey (i) is for good cause not acceptable to Buyer's title insurance company; or (ii) shows the dimensions of the Property to be other than those generally set forth in Section 1 above; or (iii) shows any materially adverse conditions or matters affecting the Property which are not approved by Buyer, then Buyer, within twenty (20) days from receipt of such survey, shall notify Seller in writing of Buyer's objections to the survey and Seller shall thereupon have twenty (20) days to remove or cure such objections to the satisfaction of Buyer and the title company. If Seller fails to satisfy such objections with the time specified, Buyer shall have the right to (i) terminate this Agreement; (ii) extend the time period for removing or curing any objectionable item by written notice to Seller; or (iii) close this purchase without reduction in the Purchase Price.

**SECTION 6. TITLE INSURANCE.**

Buyer, at its expense, may secure an owner's title insurance commitment to issue a title insurance policy insuring Buyer's fee simple interest in the Property. The title insurance commitment will be issued by a reputable title insurance company chosen by Buyer and will contain exceptions for real estate taxes and assessments for the current year that are not yet due and payable, and any other exceptions. Buyer may approve in writing (collectively "Permitted Exceptions") as evidenced in Exhibit B. If the commitment contains other exceptions, not acceptable to Buyer, then Buyer shall so notify Seller of such exceptions within twenty (20) days of Buyer's receipt of the commitment, and Seller shall have twenty (20) days from receipt of Buyer's objections, to resolve such exceptions to the satisfaction of Buyer. If Seller refuses or is unable to cure or resolve such exceptions to Buyer's satisfaction within the time specified, Buyer shall have the right to terminate this Agreement, extend the cure period, or waive the exception and proceed to close pursuant to this Agreement.

**SECTION 7. FEASIBILITY STUDY AND INSPECTIONS.**

Subject to the required approvals pursuant to the Notice of Land Use Restrictions and the Brownfield Agreement, Buyer shall have the right to conduct a feasibility and engineering study of the Property for a period (herein "Feasibility Period") of thirty (30) days from the Effective Date. Buyer and its agents or representatives shall be entitled to enter upon the Property at all reasonable times during this period in order to conduct engineering studies, soil tests, compaction and support studies, and any other inspections and/or tests that Buyer may deem necessary or advisable. In the event the results of Buyer's studies or inspection of the Property determine that the Property is unacceptable to, in Buyer's sole discretion, then Buyer may elect to terminate this Agreement and shall so notify Seller in writing no later than three (5) business days after the expiration of the aforesaid thirty (30) day period. If Buyer shall provide written notice of cancellation to Seller no later than three (3) business days after the expiration of the aforesaid thirty (30) day period, then this Agreement shall be cancelled, and thereafter neither Seller nor Buyer shall have any continuing obligation one unto the other.

**SECTION 8. DEED AND TITLE.**

A. Seller hereby agrees to deliver good and marketable fee simple title to the Property by special warranty deed, suitable for recordation and satisfactory to Buyer's title company and Buyer's counsel.

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

**SECTION 9. PROPERTY SOLD "AS IS".**

Notwithstanding the provisions of Section 7 hereof, by execution of this Agreement, Buyer acknowledges that Buyer has had a full and complete opportunity to inspect the Property. With the exception of the matters described in Section 11(A) herein and the warranty contained in the deed, the Property is being sold to Buyer "AS IS," with no representation, guarantee or warranty regarding the condition of the Property, or any portion thereof, or any structure or other improvement erected thereon.

**SECTION 10. CONDITIONS PRECEDENT.**

Buyer's obligations under this Agreement are subject to the satisfaction (or waiver in writing by Buyer) of each of the conditions precedent set out in this Section 10 within sixty days (60) days after the Agreement Date. Buyer will have the right and option to extend this date for up to one (1) additional period of sixty (60) days, which shall extend the closing date by the same period of time, provided Buyer gives notice of any such extension before the expiration of the initial sixty day period. In addition to all other terms and conditions of this Agreement, Buyer's obligations hereunder are made subject to the satisfaction of each of the following conditions precedent prior to closing:

A. The results of the title examination report and title insurance commitment described in Section 6 shall be acceptable to Buyer, in its sole discretion. There shall be no change in the matters reflected in the title insurance commitment described in Section 6 hereof, and there shall not exist any encumbrances or title defects affecting the Property not described in such title insurance commitment.

B. The results of the feasibility study, engineering and related inspections, and environmental testing described in Section 7 shall be acceptable to Buyer, in its sole discretion, if such study is conducted.

C. All of the representations of Seller set forth in this Agreement shall be true and correct as of the date hereof, and as of the date of closing, and Seller shall not, on or prior to closing, have failed to meet, comply with or perform any conditions, obligations or agreements on Seller's part required by the terms of this Agreement or any other agreement or obligation affecting the property, specifically including the Brownfield Agreement.

D. There shall be no change in the matters reflected in the survey described in Section 5 hereof, and there shall not exist any easement, right-of-way, encroachment, waterway, pond, flood plain, conflict, or a protrusion with respect to the Property not shown on the survey, described in this Agreement, or recorded in the public records.

E. No material and substantial change shall have occurred with respect to the Property which would in any way affect the findings made in the feasibility and engineering study described in Section 7, if such study is conducted.

F. Buyer shall have determined that any and all improvements, structures, facilities and fixtures on the Property (which, if any, are collectively referred to herein as the "Improvements") are located entirely within the bounds of the Property and that there are no encroachments upon the Property by improvements or appurtenances on any property adjoining the Property.

G. Buyer shall have determined in its sole discretion that the Property is not a protected habitat for any endangered or protected species of plant, animal, or other living organism.

If any condition precedent specified in this Section 10 is not fully satisfied by closing, or any extension thereof pursuant to this Agreement, Buyer may, at its option, waive such unsatisfactory condition precedent and consummate this Agreement, or may terminate this Agreement by written notice to Seller, and neither party shall have any further obligation hereunder, and such shall not be a breach of this Agreement.

**SECTION 11. SELLER'S WARRANTIES & COVENANTS.**

Seller represents and warrants to Buyer as follows:

A. At Closing, Seller will have title to the Property free and clear of all liens, encumbrances, covenants, restrictions, right-of-way, easements, and any other matters affecting title except for matters which are in the public records, including Notice of Land Use Restrictions recorded in Deed

Book 2613C, Page 432 in the Office of the Register of Deeds for Sullivan County, Tennessee, the easements and encumbrances of public record, and the restrictive covenants and right to reenter contained in the deed from Quebecor World of Kingsport, Inc. to the City of Kingsport recorded in Deed Book 2613C, Page 419 in the Office of the Register of Deeds for Sullivan County, Tennessee, and those that have been expressly approved in writing by Buyer (herein "Permitted Exceptions").

B. Between the Effective Date and Closing Seller will not enter into any agreement, commitment or other undertaking which may affect title to the Property or Buyer's intended development and use of the Property.

C. Subject to the right of reentry of Quebecor World of Kingsport, Inc., or its successors in interest, no person or entity, other than Buyer, has or will acquire any right, or option, to acquire the Property or is or will be entitled to possession of all or any part thereof.

D. Except as disclosed in this Agreement, Seller has no information or knowledge of any change contemplated in any applicable laws, ordinances, or restrictions, or any judicial or administrative action, or any action by adjacent land owners, or natural or artificial conditions upon the Property, or any other fact, circumstance or condition, financial or otherwise, which would prevent, limit, impede, or render more costly Buyer's contemplated use.

E. Seller agrees, at no additional fee to Buyer, to provide access to Seller's storm water and sewer systems necessary for Buyer to comply with any and all storm water drainage requirements of said property.

#### **SECTION 12. ACKNOWLEDGMENTS.**

Buyer acknowledges that the conveyance is subject to the following conditions and restrictions:

A. The conveyance is subject to the Brownfield Agreement between the City of Kingsport ("Kingsport") and Tennessee Department of Environment and Conservation ("TDEC"), the Order approving such and any Plan of Action approved by TDEC. Buyer or its successors in interest will not breach the surface or subsurface concrete and asphalt of the Property without approval by TDEC, and if required pursuant to any other agreement, Quebecor World of Kingsport, Inc., or its successors in interest.

B. The conveyance is subject to the written consent to Buyer's development plans for the Property of TDEC and Quebecor World of Kingsport, Inc., or its successors in interest, and TDEC and Quebecor World Kingsport, Inc., or its successors and assigns, shall have delivered its written consent to Buyer.

C. Buyer acknowledges and agrees to comply fully with the Brownfield Agreement between the City of Kingsport and TDEC and any approved TDEC Plan of Action which addresses the same. Buyer has had the opportunity to review the Brownfield Agreement, acknowledges that the use of the Property is restricted by the Brownfield Agreement, and agrees to abide by all such restrictions.

D. The conveyance is subject to all restrictions, easements, and encumbrances of record including, but not limited to, Notice of Land Use Restrictions recorded in Deed Book 2613C, Page 432 in the Office of the Register of Deeds for Sullivan County, Tennessee, the easements and encumbrances of public record, and the restrictive covenants and right to reenter contained in the deed from Quebecor World of Kingsport, Inc., to the City of Kingsport recorded in Deed Book 2613C, Page 419 in the Office of the Register of Deeds for Sullivan County, Tennessee.

#### **SECTION 13. CONDITIONS AFTER CLOSING.**

The parties agree that the following items will be accomplished after the closing, provided Buyer is approved by TDEC and Quebecor World of Kingsport, Inc. or its successor in interest to construct a building to house a Carousel (herein the building and Carousel are collectively "Carousel") on the Property and open it to the public.

A. The parties recognize that Buyer intends to locate a Carousel on part of the Property that will necessitate the closing of the entrance to Seller's property located next to the Farmer's Market building. To facilitate the location of the Carousel, Buyer will install a traffic signal at the intersection of the Clinchfield Street and Press Street and will in conjunction with the installation of the traffic signal configure the west entrance of Press Street at Clinchfield Street to allow traffic to flow into the parking lot connected to Seller's property and the Property being purchase by Buyer. Once Buyer completes these items Seller will, with all reasonable speed, close the driveway located next to the Farmer's Market building so the construction of the Carousel can begin. Until the installation of the traffic signal and the reconfiguration of the Press Street entrance the driveway be used by the parties. The traffic signal will be camera-operated with the timing programmed to accommodate peak hours, provided in the future this may change as the technology changes.

B. Once the Carousel in operation Buyer will create a crosswalk across Clinchfield Street at the Press Street intersection.

C. Buyer and Engage Kingsport will continue working towards a design which places the main entrance to the Carousel, which is to be located the Property, in such a way that it opens to the parking lot of the Farmer's Market.

D. Once the Carousel is in operation Buyer will make adjustments to the Carousel's operating hours will to avoid conflicts with multiple events (i.e., opening the Carousel at 1:00 p.m. on Saturdays).

E. Once the Carousel is in operation Buyer will create some parking spaces within the fence at the Farmer's Market on Wednesdays and Saturdays.

F. The future development of green space on the Property will be done in a way to avoid landscaping or play structures that block the view of the shopping center located on Seller's property.

**SECTION 14. NOTICE.** Any notice or demand on either party hereunder shall be deemed to have been given when mailed to the other party by United States Mail, postage prepaid at the addresses set forth below:

SELLER: Press Commons LLC  
Box 1158  
201 Trigg Street  
Abingdon, VA 24212  
Attention: Louis A. Scudere  
With copy to  
K-VA-T Food Stores, Inc. Box 1158  
201 Trigg Street  
Abingdon, VA 24212  
Attention: Steven C. Smith  
BUYER: City Manager  
City of Kingsport, Tennessee  
225 West Center Street  
Kingsport, Tennessee 37660  
With copy to:

City Attorney  
Kingsport City Hall  
225 West Center Street  
Kingsport, Tennessee 37660

**SECTION 15. PRORATIONS.**

The real property taxes for the year 2013 shall be prorated as of the date of closing.

**SECTION 16. EXPENSES OF SELLER.**

In closing this transaction, Seller shall be solely responsible for payment of the following expenses:

- A. All real estate taxes and assessments accruing prior to the closing date;
- B. The cost of preparation of the special warranty deed;
- C. The fees and expenses of any attorney or other advisor engaged by Seller in connection with this transaction; and
- D. The commission or fees charged by any real estate broker or agent retained or used by Seller in connection with this transaction.

**SECTION 17. EXPENSES OF BUYER.**

In closing this transaction, Buyer shall be solely responsible for payment of the following expenses:

- A. The cost of any title search and title insurance policy;
- B. The cost of recording the deed and any transfer tax associated with such deed;
- C. Any fees charged in connection with any attorney or other advisor engaged by Buyer in connection with this transaction;
- D. The cost of the survey provided pursuant to Section 5; and
- E. The commission or fees charged by any real estate broker or agent retained or used by Buyer in connection with this transaction.

**SECTION 18. RISK OF LOSS.**

The risk of loss or damage to any of the Property described above by fire, vandalism, or other casualty shall remain with Seller until closing. In the event of such loss before closing, this Agreement shall be voidable at the option of Buyer. Should Buyer elect to continue with the purchase following such loss or damage before closing, and in any event of loss after closing but before Possession, Seller shall assign to Buyer all rights under any insurance policy or policies applicable to such loss or damage, if any. If action is necessary to recover under any casualty policy, Seller shall cooperate with Buyer in bringing such action in Seller's name.

**SECTION 19. MERGER CLAUSE.**

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

**SECTION 20. POSSESSION.**

Possession of the Property shall be delivered to Buyer on the Closing Date in the same condition as it is now, free and clear of the claims of any other party, except as otherwise set out in this Agreement.

**SECTION 21. DEFAULT AND REMEDIES.**

A. **Buyer's Default.** In the event of a default by Buyer under the terms of this Agreement, Seller shall give Buyer written notice of the occurrence of such default (herein "Buyer Default Notice") and Buyer shall have ten (10) days following its receipt of such Buyer Default Notice in which to cure such default hereunder. If the default is not cured Seller shall be entitled to pursue all remedies available at law or in equity.

B. **Seller's Default.** In the event of a default by Seller under the terms of this Agreement Buyer shall give Seller written notice of the occurrence of such default (herein "Seller Default Notice") and Seller shall have ten (10) days following its receipt of such Seller Default Notice in which to cure such default hereunder. If the default is not cured Buyer shall be entitled to pursue all remedies available at law or in equity, including, without limitation, the right to terminate this Agreement, or to seek specific performance of Seller's obligations under this Agreement.

**SECTION 22. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.**

Seller hereby represents and warrants to Buyer as a condition to Buyer's obligations hereunder, the following matters to true and correct on the Effective Date and on the closing date:

A. Seller has entered into no other presently effective agreement to sell the Real Property, or any portion thereof, nor has it granted any presently effective option for the sale of the Property, or any portion thereof, or right of first refusal or right of first offer with respect thereto;

B. Seller has no knowledge of pending or contemplated condemnation proceedings affecting the Real Property, the abutting streets, or any part thereof;

C. Seller is not now a party to any litigation with respect to the Property, and Seller knows of no litigation or threatened litigation affecting the title to the Property (and Seller shall give to Buyer prompt notice of the institution of any such litigation prior to the Closing Date);

D. Seller is not a "foreign person" as defined in the Internal Revenue Code of 1986, as amended, and as contemplated by the Foreign Investments in Real Property Tax Act (96 Stat. 2682), as amended by the Deficit Reduction Act of 1984, and Buyer has no obligation to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby;

E. Seller has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein and is legally obligated to Buyer in accordance with the terms and provisions of this Agreement;

F. The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Seller is a party, any judicial order or judgment of any nature by which Seller is bound; and

G. All necessary and appropriate action has been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

**SECTION 23. BUYER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.**

Buyer hereby represents and warrants to Seller solely as to the following matters, each of which is so warranted to be true and correct as of the date hereof and shall, as a condition to seller's obligations hereunder, be true and correct on the closing date:

A. The execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder have been duly authorized by all required action of Buyer;

B. Buyer has the right, power and authority to make and perform its obligations under this Agreement and this Agreement is a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors' rights generally;

C. Buyer, other than set out in this Agreement, does not require any consents or approvals from any third party with respect to the execution and delivery of this Agreement or with respect to the performance by Buyer of its obligations hereunder, including the purchase of the Property from Seller;

D. The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Buyer on the Closing Date, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Buyer is a party, any judicial order or judgment of any nature by which Buyer is bound; and

E. All necessary and appropriate action has been taken by Buyer authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Buyer of the documents and instruments to be executed by Buyer on the Closing Date, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

**SECTION 24. TIME IS OF THE ESSENCE.**

Time is of the essence to the performance of this Agreement.

**SECTION 25. MERGER CLAUSE; ENTIRE AGREEMENT; MODIFICATIONS.**

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

**SECTION 26. POST CLOSING SURVIVAL.**

Wherever in this Agreement Seller or Buyer shall have agreed or promised to perform certain acts or otherwise where the context of this Agreement would require such performance or grants to occur after the Closing, then those agreements and covenants shall survive the Closing and continue to bind Seller and Buyer.

**SECTION 27. CAPTIONS.**

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

**SECTION 28. SEVERABILITY.**

In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

**SECTION 29. CONTROLLING LAW; VENUE; WAIVER OF JURY TRIAL.**

This Agreement has been made and entered into under the laws of the State of Tennessee, and said laws shall control the interpretation thereof. Venue for any litigation concerning this Agreement shall be filed in the state or federal courts for Sullivan County, Tennessee. The parties waive any right to a trial by jury.

**SECTION 30. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.**

No member, official, or employee of Seller shall be personally liable to Buyer in the event any provision of the Agreement is unenforceable, or there is any default or breach by Seller, or for any amount which may become due under the Agreement, or on any obligations under the terms of the Agreement.

**SECTION 31. BINDING EFFECT AND ASSIGNMENT.**

This Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective heirs, legal representatives and assigns, provided neither party shall assign their rights under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld.

**SECTION 32. MISCELLANEOUS PROVISIONS.**

- A. All headings and sections of this Agreement are inserted for convenience only and do not form part of this Agreement or limit, expand or otherwise alter the meaning of any provisions hereof.
- B. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.
- C. This Agreement is intended to be solely for the benefit of the parties hereto and their respective successors and assigns, and the provisions of this Agreement are not intended to be, and shall not be construed, for the benefit of any third party.
- D. Each party has been represented by counsel and has had the opportunity to share in the drafting of this Agreement and accordingly this Agreement shall not be construed either for or against either party as the drafter.

**SECTION 33. FURTHER ACTS.**

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

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement in duplicate originals.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the purchase agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

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

ADOPTED this the 6<sup>th</sup> day of August, 2013.

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

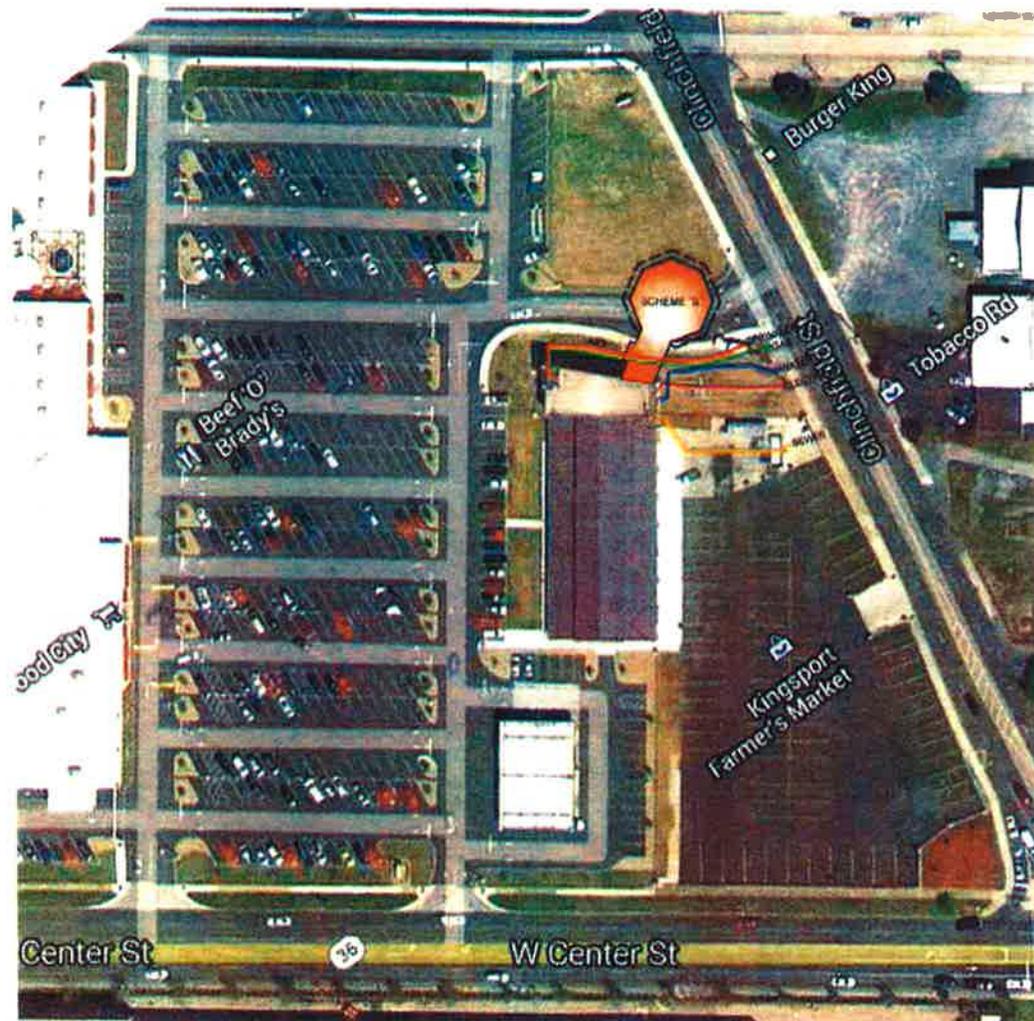
ATTEST:

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

APPROVED AS TO FORM:

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

THIS DRAWING IS PREPARED BY L. HARRIS AND ASSOCIATES, INC. AND IS THE PROPERTY OF L. HARRIS AND ASSOCIATES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN AND SHALL BE RETURNED TO THEM UPON COMPLETION OF THE PROJECT.



# SITE PLAN

SCALE: 1" = 80'-0"

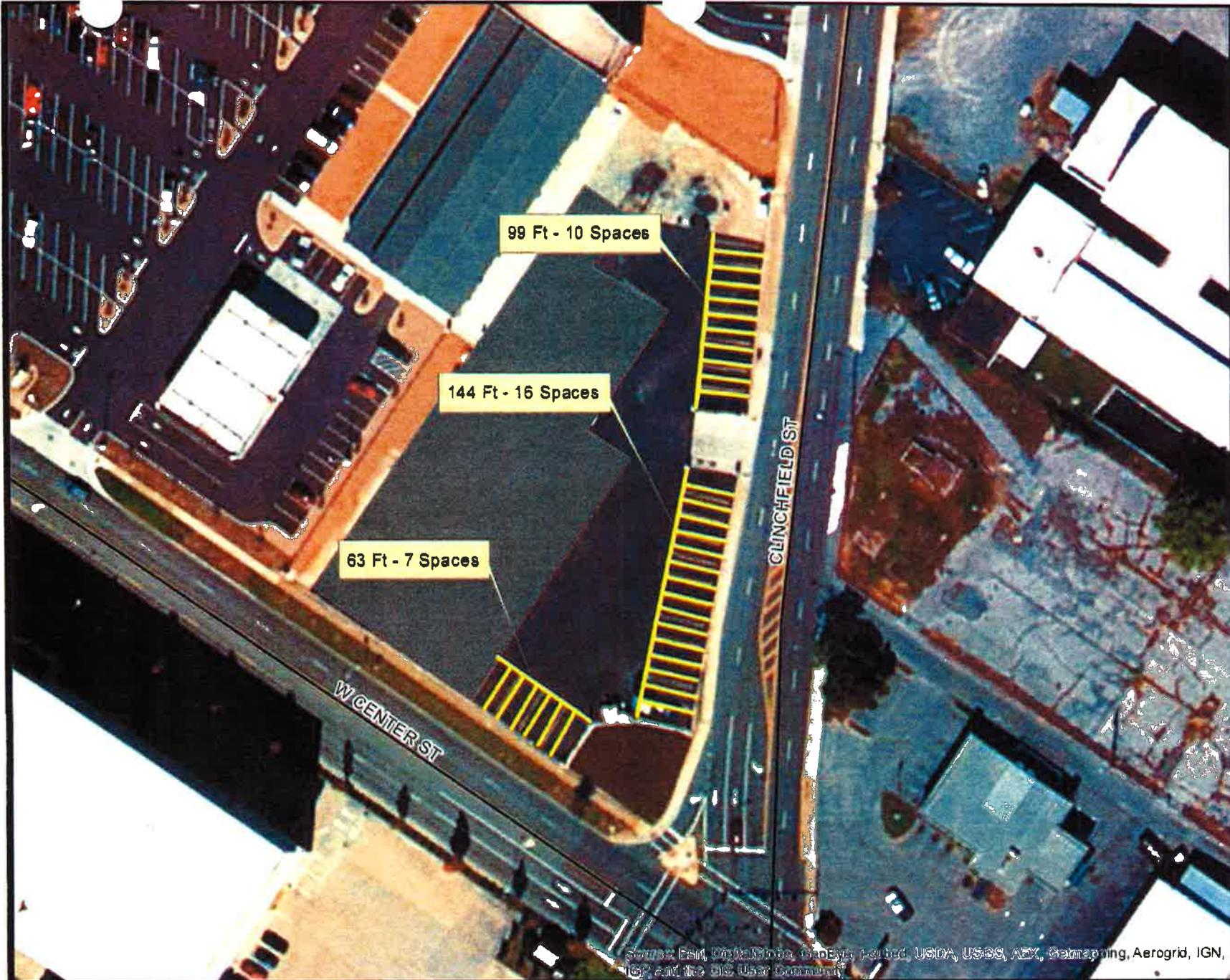

Kingsport Carousal  


Architectural Services  
**Guthrie**  
**Rush**  
**West**  
 Architects  
 150 Regional Park Dr  
 Kingsport, TN 37680  
 P: (423) 849-7780  
 F: (423) 849-7419  
 www.gwrac.com

PROGRESS  
 PRINT  
**07-10-13**  
 NOT FOR  
 CONSTRUCTION

date:	07-10-13
checked:	
approved:	
drawn:	SCBD
project no:	201188
drawing name:	SITE PLAN

C-11



# Legend

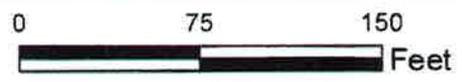
— Spaces



© City of Kingsport, Tennessee  
 All Rights Reserved.  
 Map Reference#17245  
 Date 7/17/13

Source: Esri, DigitalGlobe, GeoEye, AeroGRID, USDA, USGS, AEX, Garmin, Aerogrid, IGN, IGP, and the GIS User Community

33 spaces behind temporary fence *Farmers Market*





**AGENDA ACTION FORM**

**Consideration of a Resolution Amending a Lease and an Agreement with KEDB**

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

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

Action Form No.: AF-219-2013  
 Work Session: August 5, 2013  
 First Reading: N/A

Final Adoption: August 6, 2013  
 Staff Work By: John Campbell  
 Presentation By: John Campbell

**Recommendation:** Approve the resolution.

**Executive Summary**

KEDB has extended the term of its lease with Reedy Creek Cellars by two years without additional rent to account for the delay in the construction of a new golf maintenance facility. As part of this extension KEDB has requested that the city extend its lease to KEDB for the property next to Meadowview for two years. Additionally, it has requested that the city amend its agreement with KEDB pertaining to a potential donation in the event it is needed in the future should the receipt of rent be insufficient to meet its obligation to reflect the extension of the lease for two years. The attached resolution approves the amendment to these two documents and authorizes the mayor to execute the same. Drafts of the amendments are contained in the resolution.

**Attachments:**

- Resolution

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

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

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

A RESOLUTION APPROVING AN AMENDMENT TO THE LEASE WITH THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE; APPROVING AN AMENDMENT TO AN AGREEMENT WITH THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSPORT, TENNESSEE; AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE TERMS OF THE AMENDMENTS TO THE AGREEMENTS

Now therefore,

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

SECTION I. That an Amendment to the Lease dated October 28, 2011 with the Industrial Development Board of the City of Kingsport, Tennessee is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an Amendment to Lease dated October 28, 2011 with the Industrial Development Board of the City of Kingsport, Tennessee and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said draft of the amendment being as follows:

Amendment to Lease

This Amendment to Lease entered into the date of the acknowledgment of the CITY by and between the City of Kingsport, Tennessee, a Tennessee municipal corporation, (herein CITY) and the Industrial Development Board of the City of Kingsport, Tennessee, a Tennessee public not-for-profit corporation, (herein KEDB).

WITNESSETH:

Based upon the mutual promises set out herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to amend the Lease entered into on October 28, 2011 as follows:

1. **Amendment to Section 2 Lease Term.** The term of the Lease is amended so that the term of the Lease shall begin October 1, 2011, and shall terminate April 28, 2028.
2. **No Further Amendments.** There are no further amendments to the Lease and the remaining provisions shall continue unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease in duplicate originals.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That an Amendment to the Agreement dated October 4, 2011 with the Industrial Development Board of the City of Kingsport, Tennessee is approved.

SECTION V. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, an Amendment to the Agreement dated October 4, 2011 with the Industrial Development Board of the City of Kingsport, Tennessee and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said draft of the amendment being as follows:

Amendment to Agreement

This Amendment to Agreement entered into the date of the acknowledgment of the CITY by and between the Industrial Development Board of the City of Kingsport, Tennessee, a Tennessee public not-for-profit corporation (herein KEDB) and the City of Kingsport, Tennessee, a Tennessee municipal corporation, (herein CITY).

WITNESSETH:

Based upon the mutual promises set out herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement entered into on October 4, 2011 as follows:

1. **Amendment to Recital b.** Recital b is amended to state, "The Prime Lease provides for a Lease Term beginning October 1, 2011 and terminating April 28, 2013."

2. **No Further Amendments.** There are no further amendments to the Agreement and the remaining provisions shall continue unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement in duplicate originals.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION VI. That the mayor is further authorized to make such changes, approved by the mayor and the city attorney, to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

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

ADOPTED this the 6th day of August, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## Bios

---

**Fred Wallin** was recommended by Ken Maness. He is a regular in the Monday night league at Cattails.

His contact information is:

Fred Wallin  
Director, Profitable Growth Counseling  
1320 Belmeade Drive  
Kingsport, Tennessee 37660-2002  
423-367-5700  
[fewallin@yahoo.com](mailto:fewallin@yahoo.com)

**Marilyn Martin** would be a returning committee member. She is a current board member for the Tri-Cities Executive Women's Golf Association and an organizer of the Susan G. Komen Golf Tournament. She is a frequent tournament player statewide and is a member of Ridgefields Country Club.

Her contact information is:

Marilyn Martin  
Global Supply Chain Supervisor and Principal Production Planner  
Eastman Chemical Company  
136 Sturbridge Lane  
Church Hill, Tennessee 37642  
423-612-3738  
[mqbd@eastman.com](mailto:mqbd@eastman.com)

**Jan Compton** is a current board member for the Tri-Cities Executive Women's Golf Association and an organizer of the Tennessee Environmental Conference Golf Tournament. Jan is also a frequent tournament player statewide.

Her contact information is:

Jan Compton  
Manager, Sustainable Communities  
Tennessee Department of Environment and Conservation  
201 Clark Road  
Bristol, Tennessee 37620  
423-323-5086  
[jan.compton@tn.gov](mailto:jan.compton@tn.gov)



**AGENDA ACTION FORM**

**Consideration of a Budget Ordinance Appropriating Available Funds to SW1400**

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

Action Form No.: AF-195-2013  
 Work Session: July 22, 2013  
 First Reading: July 23, 2013

Final Adoption: August 6, 2013  
 Staff Work By: Committee  
 Presentation By: R. McReynolds/C. Austin

**Recommendation:** Approve the ordinance

**Executive Summary:** Gresham, Smith, & Partners has been chosen to complete design of the Reedy Creek Trunk Sewer Improvements. This project is a continuation of our efforts to carry out the key aspects of the Wastewater System Master Plan. This contract is not-to-exceed \$196,000.

The Master Plan was developed in 2009 as a result of the capacity assurance requirement of the 2005 Consent Order between the TDEC and the City. The plan evaluated current and future flows and system capacity throughout the system to determine what upgrades were required to best serve our customers, support growth and to stay in compliance with our NPDES permit. Through the master plan, it was determined that replacement/upgrade of the trunk sewer and elimination of Lovedale Lift Station was needed in the Reedy Creek Sewer Basin to alleviate the effects of inflow and infiltration into the sewer system. During heavy rain events there are key areas that experience sanitary sewer overflows. These overflows are in violation of our NPDES permit. The upgraded trunk sewer will carry more flow into the Wastewater Treatment Plant. This is phase 1 of the plan that also includes an Equalization Basin at the WWTP.

The project will include the following tasks:

1. Design of Sewer Trunkline
2. Allowance for Permits and Review Fees from various agencies
3. Preparation of Bid Documents
4. Evaluation of Bids and recommendation of contractor to complete the work

Budget ordinances appropriating available funds are requested from SW1100 – Reedy Creek Basin Upgrades to new project SW1400 – Reedy Creek Trunk Sewer.

**Attachments:**

1. Ordinance
2. ~~Resolution~~
3. Contract
4. Location Map

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

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



**AGENDA ACTION FORM**

**Consideration of a Budget Ordinance Appropriating Available Funds to SW1400, and a Resolution to Enter into a Professional Services Contract with Gresham, Smith, & Partners for Design of "Reedy Creek Trunk Sewer Improvements" and Authorize the Mayor to Sign All Applicable Documents**

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

Action Form No.: AF-195-2013  
 Work Session: July 22, 2013  
 First Reading: July 23, 2013

Final Adoption: August 6, 2013  
 Staff Work By: Committee  
 Presentation By: R. McReynolds/C. Austin

**Recommendation:** Approve the ordinance and resolution

**Executive Summary:** Gresham, Smith, & Partners has been chosen to complete design of the Reedy Creek Trunk Sewer Improvements. This project is a continuation of our efforts to carry out the key aspects of the Wastewater System Master Plan. This contract is not-to-exceed \$196,000.

The Master Plan was developed in 2009 as a result of the capacity assurance requirement of the 2005 Consent Order between the TDEC and the City. The plan evaluated current and future flows and system capacity throughout the system to determine what upgrades were required to best serve our customers, support growth and to stay in compliance with our NPDES permit. Through the master plan, it was determined that replacement/upgrade of the trunk sewer and elimination of Lovedale Lift Station was needed in the Reedy Creek Sewer Basin to alleviate the effects of inflow and infiltration into the sewer system. During heavy rain events there are key areas that experience sanitary sewer overflows. These overflows are in violation of our NPDES permit. The upgraded trunk sewer will carry more flow into the Wastewater Treatment Plant. This is phase 1 of the plan that also includes an Equalization Basin at the WWTP.

The project will include the following tasks:

1. Design of Sewer Trunkline
2. Allowance for Permits and Review Fees from various agencies
3. Preparation of Bid Documents
4. Evaluation of Bids and recommendation of contractor to complete the work

Budget ordinances appropriating available funds are requested from SW1100 – Reedy Creek Basin Upgrades to new project SW1400 – Reedy Creek Trunk Sewer.

**Attachments:**

1. Ordinance
2. Resolution
3. Contract
4. Location Map

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

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

# PRE-FILED CITY RECORDER

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

AN ORDINANCE TO AMEND THE SEWER PROJECT FUND BY TRANSFERRING FUNDS FOR THE REEDY CREEK TRUNK LINE FOR THE FISCAL YEAR ENDING JUNE 30, 2014; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Sewer Project Fund budgets be amended by transferring funds from the Reedy Creek Basin & Upgrade project (SW1100) in the amount of \$196,000 to the Reedy Creek Trunkline project (SW1400).

	<u>Budget</u>	<u>Incr/&lt;Decr&gt;</u>	<u>New Budget</u>
<b>Fund 452: Sewer Project Fund</b>			
<b>Reedy Creek Basin &amp; UPG (SW1100)</b>			
<b>Revenues:</b>			
452-0000-391-4200 From Sewer Fund	\$ 700,000	\$ (196,000)	\$ 504,000
<b>Totals:</b>	<u>700,000</u>	<u>(196,000)</u>	<u>504,000</u>
<b>Expenditures:</b>			
452-0000-606-2022 Construction Contracts	696,143	(418,450)	277,693
452-0000-606-2023 Arch/Eng/Landscaping	857	222,450	223,307
452-0000-606-9001 Land	3,000	0	3,000
<b>Totals:</b>	<u>700,000</u>	<u>(196,000)</u>	<u>504,000</u>
<b>Fund 452: Sewer Project Fund</b>			
<b>Reedy Creek Trunkline</b>			
<b>Revenues:</b>			
452-0000-391-4200 From Sewer Fund	\$ 0	\$ 196,000	\$ 196,000
<b>Totals:</b>	<u>0</u>	<u>196,000</u>	<u>196,000</u>
<b>Expenditures:</b>			
452-0000-606-2023 Arch/Eng/Landscaping	0	196,000	196,000
<b>Totals:</b>	<u>0</u>	<u>196,000</u>	<u>196,000</u>

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: \_\_\_\_\_

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

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH GRESHAM, SMITH & PARTNERS FOR DESIGN OF REEDY CREEK TRUNK SEWER IMPROVEMENTS AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, in 2011 the city requested a Site Suitability Study for the Reedy Creek Equalization Basin and Reedy Creek Trunk Line Improvement projects and Gresham, Smith & Partners was chosen to complete the study; and

WHEREAS, in September 2012, Gresham, Smith & Partners prepared a Schematic Design for the Reedy Creek Equalization Basin and Reedy Creek Trunk Line Improvement; and

WHEREAS, the city is ready to begin the final design on the Reedy Creek Trunk Line Improvement project, and the City of Kingsport desires to enter into a professional services agreement with Gresham, Smith & Partners in an amount not to exceed \$196,000.00; and

WHEREAS, funds to cover the costs of the services in the agreement will be available project SW1400-Reedy Creek Trunk Sewer.

Now therefore,

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

SECTION I. That a professional services agreement with Gresham, Smith & Partners, Inc. for the final design on the Reedy Creek Trunk Line Improvement project in an amount not to exceed \$196,000.00, 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 Gresham, Smith & Partners, 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 23rd day of July, 2013.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

---

**Scope of Engineering Services**  
**for**  
**Reedy Creek Trunk Sewer Improvements**  
**for the**  
**City of Kingsport, Tennessee**

**May 15, 2013**



G R E S H A M  
S M I T H   A N D  
P A R T N E R S

**Gresham, Smith & Partners**  
1111 N. Northshore Drive, Suite S-400  
Knoxville, Tennessee 37919

## 1. SCOPE OF SERVICES

### a. General

Gresham, Smith and Partners (Engineer) will provide professional engineering and technical services for the Reedy Creek Trunk Sewer Improvements project for the City of Kingsport, Tennessee (Owner). The scope of the project is based on recommendations presented in the April 2, 2012 *Preliminary Engineering Report, Reedy Creek Wastewater Storage and Pumping Facilities* and subsequent requests and directives received from Owner's staff. The project scope includes the following:

- 1) Replacement of approximately 4,250 linear feet of existing gravity trunk sewer with a new, larger diameter gravity sewer via a combination of open-cut and trenchless methods to convey sewer flow from the site of the existing Lovedale Wastewater Pumping Station, which is to be decommissioned and demolished, to the Kingsport Wastewater Treatment Plant Influent Pumping Station and the site of a proposed seven million gallon off-line wastewater storage facility to be designed and constructed under a separate project;
- 2) Decommissioning and demolition of the existing Lovedale Wastewater Pumping Station and associated site restoration and improvements; and
- 3) Improvements to Lomax Street within the limits of trunk sewer construction, including replacement of existing concrete paving with asphaltic concrete paving, addition of sidewalk along one side of Lomax Street, and landscaping improvements as requested by Owner.

The detailed scope of services for each phase of the project is described herein.

### b. Design Phase

The Design Phase of the project will commence upon receipt from Owner of an executed Agreement and notice to proceed. The scope of services for the Design Phase is based on the replacement of approximately 4,250 linear feet of gravity trunk sewer with a new gravity trunk sewer consisting of approximately 3,280 linear feet of 48-inch and approximately 970 linear feet 36-inch sewer piping; decommissioning and demolition of the existing Lovedale Wastewater Pumping Station and site restoration; and improvements to Lomax Street within the limits of trunk sewer construction.

Engineer's services during the Design Phase will include the following:

- 1) Prepare Preliminary Design Phase documents consisting of preliminary drawings including plans depicting the proposed trunk sewer alignment, pumping station demolition, and Lomax Street improvements, and an outline of the technical specifications;
- 2) Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost;

- 3) Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services;
- 4) Furnish three review copies of the Preliminary Design Phase documents to Owner and participate in a design review meeting with Owner's staff;
- 5) Revise the Preliminary Design Phase documents in response to Owner's comments, as appropriate, and furnish to Owner three copies of the revised Preliminary Design Phase documents and revised opinion of probable Construction Cost;
- 6) Upon receipt of notice of acceptance of the Preliminary Design Phase documents and revised opinion of probable Construction Cost, prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed;
- 7) Compile technical criteria, written descriptions, and design data in a form suitable for use in filing applications for permits from or approvals by authorities having jurisdiction to review or approve the final design of the Project, including the Tennessee Department of Environment and Conservation, CSX Railroad and the Tennessee Department of Transportation; assist or act on behalf of Owner if requested, in consultations with such authorities; submit applications for permits and approvals on behalf of Owner; revise the Drawings and Specifications in response to directives from such authorities as may be necessary; and provide Owner with original, agency-issued permits and approvals, including agency-stamped plans and specifications; Engineer's Design Phase services will include services necessary to obtain coverage under State of Tennessee general permit(s) for utility line crossing(s) of streams and/or utility line maintenance activities and Department of the Army Nationwide General Permit(s) for stream crossing(s). Individual permits (e.g. State of Tennessee Aquatic Resource Alteration Permit and Department of the Army Section 404) are not anticipated; however, if one or both individual permits are required, Engineer will provide the services described herein as necessary to prepare the required applications and obtain the permits on behalf of Owner.
- 8) Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer;
- 9) Prepare and furnish Bidding Documents for review by Owner and assist Owner in the preparation of other related documents (e.g. "front-end" documents); and
- 10) Revise the Bidding Documents in accordance with comments and instructions from Owner, as appropriate, and submit to Owner one electronic copy of the Bidding Documents in portable document format (".pdf") on reproducible media (e.g. CD or DVD) as well as a revised opinion of probable Construction Cost.

Engineer's Design Phase services will be considered complete upon delivery of the final Bidding Documents and revised opinion of probable Construction Cost to Owner.

Engineer's proposed compensation and schedule are based on construction of the Work under a single prime contract. If more than one prime contract is awarded, Engineer shall be entitled to an equitable increase in compensation for preparation of multiple sets of bidding documents.

c. Bidding and Negotiation Phase

After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Design Phase and upon receipt of notice to proceed by Owner, Engineer will:

- 1) Assist Owner in advertising for and obtaining bids for the Work;
- 2) Attend a pre-bid conference;
- 3) Issue addenda as appropriate to clarify, correct, or change the Bidding Documents or to provide supplemental information;
- 4) Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors;
- 5) Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents; and
- 6) Attend the Bid opening, evaluate the Bids, prepare a Bid tabulation sheet, provide Owner with a written recommendation to award a contract for the Work, and assist Owner in assembling the contract documents for the Work.

The Bidding and Negotiation Phase will be considered complete upon issuance of a recommendation of award and contract documents for execution by the City and Contractor.

## 2. SUBCONSULTANTS

Engineer does not anticipate the need to employ the services of subconsultants to perform any of the tasks included in the scope of services. If the need arises, Engineer will seek and obtain approval from Owner prior to engaging any Subconsultant(s) to provide services under the Agreement.

## 3. COMPENSATION

Engineer will perform the scope of services described in Subparagraphs 1.a through 1.c at the personnel hourly rates listed on the Compensation Schedule included herewith as Exhibit A-1, plus reimbursement for expenses directly related to the work, reimbursement for mileage at the prevailing IRS reimbursement rate (\$0.565/mile effective January 1, 2013), and reimbursement for fees associated with permits from and approvals by authorities having jurisdiction. The total not-to-exceed fee including all

labor, expenses, travel, fees, and other allowances is \$196,000. The distribution of the proposed compensation by project phase is estimated to be as presented in Table 3-1.

**Table 3-1: Compensation by Project Phase**

<b>Project Phase</b>	<b>Compensation</b>
Design Phase	
Labor	\$168,000
Travel & Expenses	\$5,000
Allowance for Individual Water Quality Permit(s) if Req'd	\$5,000
Allowance for Permit Review Fees (TDEC, CSX)	\$6,000
Subtotal Design Phase	\$184,000
Bid and Negotiation Phase	
Labor	\$11,000
Travel & Expenses	\$1,000
Subtotal Bid and Negotiation Phase	\$12,000
<b>Total Not-to-Exceed Fee - Basic Services</b>	<b>\$196,000</b>

Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.05. Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

#### **4. SCHEDULE**

Engineer proposes to commit the resources necessary to complete the scope of services described herein in a timely manner and in general accordance with the preliminary schedule presented in Table 4-1.

**Table 4-1: Preliminary Project Schedule**

<b>Project Phase</b>	<b>Anticipated Duration, Weeks after Notice to Proceed<sup>(1)</sup></b>
Design	18
Bid & Negotiation	8
<b>Total Duration, weeks after NTP</b>	<b>26</b>

(1) Anticipated duration does not take into account excessive permitting time, which is often the norm with certain authorities having jurisdiction (e.g. private railroads). In these cases, Engineer has minimal control over permitting duration, but will endeavor to minimize permit processing and review time.

## 5. EXCLUSIONS AND QUALIFICATIONS

The proposed schedule is contingent upon timely receipt of critical design information from Owner and Owner's consultants. In the event Engineer is delayed in performance of services by any act or negligence of Owner or any agent therefor, or by Acts of God, strikes, lockouts, accidents, or other events beyond the control of Engineer, compensation and schedule for the affected task(s) shall be equitably adjusted. In the event delays to the work are encountered for any reason, Engineer and Owner agree to undertake reasonable steps to mitigate the effect of such delays.

With regard to soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost, schedule and/or execution. These conditions and cost, schedule and/or execution effects are outside of the control and, therefore, not the responsibility of Engineer.

The following are excluded from Engineer's scope of services:

- Assisting Owner with property and/or easement acquisition, including preparation of easement documents, drawings and/or legal descriptions; and
- Structural and/or geotechnical design services related to temporary shoring systems as may be required by CSX Railroad. If required, shoring design services will be the responsibility of the construction contractor, and the contract documents will reflect this requirement.

**Exhibit A-1: Compensation Schedule**

Personnel Classification	Hourly Rate
Principal-in-Charge	\$198
Senior Project Manager; QA/QC Manager	\$172
Project Manager; Senior Landscape Architect	\$142
Project Engineer	\$130
Staff Engineer; Landscape Architect	\$95
Senior Engineering Intern	\$86
Engineering Intern	\$78
CADD Designer	\$112
CADD Technician	\$75
Senior Administrative Assistant/Operations Coordinator	\$79
Administrative Assistant/Document Control Specialist	\$54

Reimbursable expenses, including long distance telephone and fax charges, printing and copying charges, specialized equipment rental, and project related travel expenses, shall be invoiced at cost with no mark-up. Automobile mileage will be invoiced at the prevailing IRS reimbursement rate, which is \$0.565/mile as of January 1, 2013. Subconsultant fees will be invoiced at cost plus five percent. Rates are subject to adjustment annually.

