



AGENDA

BOARD OF MAYOR AND ALDERMEN REGULAR WORK SESSION

Monday, August 19, 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 McCart, 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 Items on August 20, 2013 Regular Business Agenda
5. 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 20, 2013

Special Projects

Kingsport Employee Wellness

Terri Evans

August 19, 2013

Kingsport Employee Wellness has been opened since June 26. Utilization through August 8, 2013 for the Wellness center is 90%. Of the appointments, 71% are active employees, 21% dependents, 3% retirees, and 5% were no-show appointments.

Fire Training Ground

Stephen Robbins

August 13, 2013

Due to incessant rains we have delayed bidding the project. There has been up to 12 inches of standing water on the site and when the water goes down the ground is very soft. Request for bids will be advertised this weekend for the initial site construction for the Fire Training Ground. If site conditions do not improve we will have to delay awarding the bid or extend the construction time frame. The work to be bid will include site clearing and grubbing, fill to finish grade, gravel surface, water lines, fire hydrants, sewer extension for future use, and fencing of the site.

The site is located adjacent to the existing Eastman Fire Training Center on Horse Creek Road. Across the road is the Meadowview Golf Maintenance Facility.

The total budget for the project is \$500,000.00; 0.021% of this budget has been spent.

Welcome Center

Michael Thompson

August 13, 2013

Charles Blalock & Sons, Inc. is the contractor. At this point all site work is complete and TDOT is in the process of performing some post-construction surveying to ensure grading was performed according to plans. The Welcome Center building is under a separate contract, and is expected to be advertised August 14, 2013, with a bid opening expected on September 10, 2013. The estimated schedule is for the Welcome Center building contract to have an 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 13, 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. Framing is complete with all of the insulation installed and sheet rock hung. 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.

**Carousel
(no update)**

Chris McCartt

August 14, 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 6th meeting.

JFJ Stadium Lighting Project

Hank Clabaugh

August 13, 2013

Reynolds Electrical Contractors from Dickson, TN is the contractor.

The original contract price for the JFJ Stadium Lighting Project was \$529,000.00. A \$4,000.00 change order was added to the project. This \$4,000.00 addition was for sodding/matting/ground cover to ready the project site for Fun Fest. The final contract amount will be \$533,000.00.

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

**Revised
8/19/13
→**

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 completed once the weather dries and done at the contractor's expense. Reynolds Electrical Contractors has completed the relocation of the electrical conduits behind the stadium.





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

Niki Ensor

August 20, 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

The three vertical borings at the WTP site are complete. The horizontal bore at the intake began August 13th and is expected to take approximately 10 days. The horizontal bore is 3" in diameter and will be approximately 600' long. The project is on schedule.

(See picture on next page)

Horizontal Bore at Raw Water Intake



City Departments

Public Works

***Cleek Road Improvements
Phase 2***

Hank Clabaugh

August 13, 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. Work has begun on preparing this area for subgrade base stone.

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 has begun.

Cleek Road Improvements (Continued)

The excavation for the installation of the future Greenbelt pedestrian tunnel has been completed. The western portion of the concrete tunnel footer has been placed. The eastern portion will be placed during the week of August 18. 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 on August 13.

The upcoming focus of the project is work on the pedestrian tunnel and preparing the section from Stone Drive to the Vanover/Cleek Farm entrance for paving, curb, and gutter.

Looking southwest from Reedy Creek



Looking Northeast from Reedy Creek



Looking west through the pedestrian tunnel



Looking southwest from Reedy Creek.



Rock Springs Road Phase 2

Tim Elsea

August 12, 2013

Thomas Construction is low bidder at \$1,545,867.45. AEP, Charter and CenturyLink relocation is complete. The water line work is complete. Fill material is still being placed and grade work is continuing. Storm drainage work is about 60% complete. 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

Rock Springs Road Phase 2 (Continued)

continue to the intersection of Cox Hollow Road where State Route 347 turns to the west. We are actively promoting TDOT to approve the section of Rock Springs Road to the interstate.

Wilcox Mobility Path

Tim Elsea

August 12, 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.

Arbutus Avenue Traffic Calming

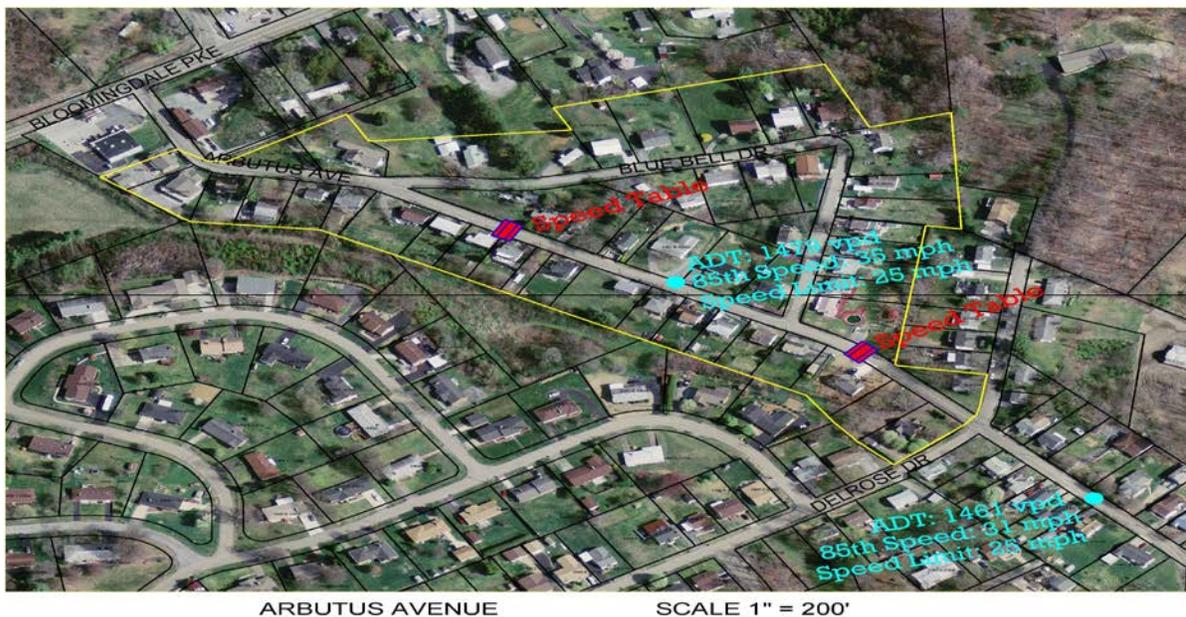
Tim Elsea

August 12, 2013

Letters were mailed on July 29, 2013 to affected residents with a post card to return with their vote. Fifty parcels had an opportunity to vote YES, NO, or ABSTAIN in reference to the installation of traffic calming devices on Arbutus Avenue. Residents were asked to return cards by August 10, 2013. Staff has compiled the votes; please see the following:

VOTE	Number of Votes	Percentage
Yes	21	42
No	1	2
Abstain	0	0
Didn't Vote	28	56
TOTAL	50	100

On June 5, 2007 the City of Kingsport Board of Mayor and Alderman adopted a Neighborhood Traffic Management Plan (NTMP). Under "Study and Approval" process in the NTMP it states that the affected area must have a minimum of 70% approval within the study area before any devices will be installed. In order for the traffic calming plan to fail 15 "NO" votes were needed. Only 1 "NO" vote was received.



**Konnarock/Truxton
Waterline Upgrades**

Chad Austin

August 13, 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. All lines along Truxton Dr. have been tied over to the new line. Testing is complete on the remaining section from Lynn Garden Dr. to the tank. The line going to the tank will be tied into the new line on 8/17. Tank disinfection will take place soon to place the tank back into service with the new lines. Paving and landscaping remain along Truxton and will be completed in the next couple of weeks. Project remains on schedule and under budget.

Legal

Risk Management

Terri Evans

August 13, 2013

Workers' Compensation Claims – July, 2013

In July, 2013, there were NO lost time injuries and two recordable injuries – one from the Library (restricted duty) and one from the Police department (prescriptions received).

Budget Office

Financial Comments

Judy Smith

August 16, 2013

Final adjustments are still 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 received the information from the State for the Local Option Sales Tax for June and it was \$45,528 below budget, making the total for the year \$517,928 below budget.

Normally, we do not close the year until the end of August.



AGENDA

BOARD OF MAYOR AND ALDERMEN

REGULAR BUSINESS MEETING

Tuesday, August 20, 2013

Council Room – 2nd Floor, City Hall

7:00 p.m.

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding

Alderman John Clark
Alderman 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 – Mickey Rainwater – Sr. Pastor – First Broad Street UMC

III.C. ROLL CALL

IV. RECOGNITIONS & PRESENTATIONS

1. Certificate Presentation to Kayla B. Morelock – Dale Phipps
2. Keep Kingsport Beautiful – Beautification Awards – Robin Cleary
3. Carpenter's Helper Presentation – Danny Howe

V. APPROVAL OF MINUTES

1. Regular Work Session - 08/05/13
2. Regular Business Meeting- 08/06/13
3. Special Called Meeting – 08/09/13

VI. COMMUNITY INTEREST ITEMS

AA. PUBLIC HEARINGS

None

COMMENT

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

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Consideration of a Budget Ordinance Appropriating Available Funds to WA1308, and a Resolution Awarding Bid for Sanitary Sewer Facilities and Waterline Improvements – Hidden Acres/Peppertree Area – Phase I and Authorize the Mayor to Sign All Applicable Documents (AF: 226-2013)
 - Budget Ordinance – First Reading
 - Resolution
2. Consideration of a Resolution Accepting a Donation from Appalachian Electric Power and Consideration of an Ordinance to Appropriate the funds for a Greenbelt Landscaping Project (AF: 227-2013)
 - Resolution
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

1. 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 14th Civil District of Sullivan County (AF: 214-2013)
 - Zoning Ordinance – Second Reading & Final Adoption
2. Consideration of Ordinances to Annex/ Amend Zoning of the Primrose Annexation (AF: 216-2013)
 - Annex Ordinance – Second Reading & Final Adoption
 - Zoning Ordinance – Second Reading & Final Adoption

D. OTHER BUSINESS

1. Consideration of a Resolution Approving an Equitable Sharing Agreement with the United States Department of Justice allowing the Kingsport Police Department to participate in the Federal Asset Forfeiture Program (AF: 224-2013)
 - Resolution
2. Consideration of a Resolution to Approve the Offer and Authorize the Mayor to Execute all Documents Necessary for Property Acquisition for the Kingsport City School System (AF: 229-2013)
 - Resolution

3. Consideration of a Resolution Approving a a Right of Entry for Charter Communications and Authorizing the Mayor to Execute the Same (AF: 230-2013)
 - Resolution

4. Consideration of a Resolution Authorizing the Mayor to Sign Amendment Number One (Contract Time Extension) to the Grant Contract from the State of Tennessee, Department of General Services for Department of Transportation for the Provision of the Design and Installation of Waterline to the I-26 Kingsport Welcome Center (AF: 228-2013)
 - Resolution

E. APPOINTMENTS

NONE

VII. CONSENT AGENDA

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 – 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, August 5, 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 Deputy City Recorder Angie Marshall.
3. **WORK SESSION TICKLER.** Alderman Segelhorst asked to see the final budget for the lighting project when available. Mayor Phillips commented favorably on the Allendale amphitheater show.
4. **REVIEW OF MEDICAL SELF INSURANCE FOR SCHOOL EMPLOYEES.** School Superintendant Dr. Lyle Ailshie provided a brief overview of this item. Mark Morgan, representing Sherrill Morgan, gave a presentation that included a cost breakdown, which he pointed out was below current expenditures. He also provided an example for a claim, as well as a timeline. Dr. Ailshie pointed out there would be no impact to the city cost-wise. Both answered questions and there was considerable discussion. The mayor confirmed that no one on the board had a problem with the schools moving forward.
5. **UPDATE OF ECONOMIC IMPACT OF LOCAL SPORTS TOURNAMENTS.** Mr. Judd Teague presented details on this item, pointing out the positive financial impact that youth sports travel has on the city. Mr. Frank Lett provided further details. Discussion ensued.
6. **REVIEW OF AGENDA ITEMS ON THE AUGUST 6, 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.B.1 Consideration of an Ordinance to Amend the Code of Ordinances, City of Kingsport, Tennessee, Division 2, Section 98-231; and to Fix the Effective Date of this Ordinance (AF: 221-2013). Ms. Sherry Mosley, Downtown Kingsport Association, presented this item to the board. She stated this change would eliminate tiered parking fines downtown to one warning followed by a flat fine of \$25. The goal is to make an effort to target chronic offenders. Some discussion followed.

Minutes of the Regular Work Session of the Board of Mayor and Aldermen of Kingsport, Tennessee, Monday, August 5, 2013

VI.D.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). Fleet Manager Steve Hightower provided information on this item.

VI.D.3 Consideration of a Resolution Approving a Purchase Agreement with Press Commons, LLC and Authorizing the Mayor to Execute the Same (AF: 223-2013). City Manager Campbell pointed out the board already approved the idea, however, this resolution sets up the land for the carousel project.

VI.D.4 Consideration of a Resolution Amending a Lease and an Agreement with KEDB (AF: 219-2013). City Attorney Billingsley provided details on this item and answered questions.

BOARD COMMENT. Mr. Campbell informed the Board a conference was held for potential bidders on the stadium renovation project. He stated a total of five bidders were present. They will come back on the 15th or 16th and make a presentation to staff to show recommendations for how they can do the stadium within the budget.

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, August 6, 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:** Devin White.
- II.B. **INVOCATION:** Ed Clevinger, Pastor – Grace Covenant Church.
- III. **ROLL CALL:** By City Recorder Demming. All Present.
- IV. **RECOGNITIONS AND PRESENTATIONS.** None.
- V. **APPROVAL OF MINUTES.**

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

- A. July 22, 2013 Regular Work Session
- B. July 23, 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 60.10, 61.20, 63.10, 97, and 97.10, Tax Map 119, Located off Fordtown Road and Kendrick Creek Road in the 14th Civil District of Sullivan County (AF: 214-2013).** City Planner Ken Weems gave a brief presentation on this item.

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

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, August 6, 2013**

Motion/Second: McIntire/George, to pass:

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 14TH 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."

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). City Planner Corey Shepherd presented details on this item.

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

Motion/Second: McIntire/Clark, to pass:

AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, EMBRACING THAT CERTAIN PART OF THE 12TH 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 KINGSFORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

Motion/Second: McIntire/Parham, to pass:

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG PRIMROSE STREET TO R-1B, RESIDENTIAL DISTRICT IN THE 12TH 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."

Motion/Second: McIntire/Segelhorst, to pass:

Resolution No. 2014-028, A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PRIMROSE ANNEXATION OF THE CITY OF KINGSFORT, TENNESSEE

Passed: All present voting "aye."

A. PUBLIC COMMENT. Mayor Phillips invited citizens in attendance to speak about any of the remaining agenda items. Ms. Mary McNabb commented on Item VI.B.1 on behalf of the residents who live downtown and the concerns they have on this issue. Mr. Verlin Droke commented on the city mowing a right-of-way near his residence. Mr. Baxter Hood also commented to the Board in support of Mr. Droke.

Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Tuesday, August 6, 2013

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; and to Fix the Effective Date of this Ordinance** (AF: 221-2013). Mayor Phillips summarized this change would eliminate the tier structure for parking fines downtown to a flat fee. Planning Manager Tully provided further details on this item. There was considerable discussion as to how this change would affect downtown residents. Ms. Tully recommended moving forward with this item with the understanding the BMA will continue to address the concerns with the residents. City Attorney Billingsley stated this ordinance needs to be changed by deleting the reference to subsection b in the title and the first sentence as this will replace the whole section. Furthermore, the last paragraph should also be deleted that states "Notwithstanding anything to the contrary herein, if an offender ahs failed to pay such fine for any prior conviction under this section, any subsequent conviction, for the purposes of levying a fine, shall be treated as an additional offense, until all such fines are fully and finally paid." Alderman George made a motion to amend the ordinance to reflect these changes and the motion was seconded by Alderman Segelhorst. All present voting "aye."

Motion/Second: Parham/McIntire, to pass as amended:

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

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

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. **Consideration of 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 12th Civil District of Sullivan County** (AF: 209-2013).

Motion/Second: McIntire/Segelhorst, to pass:

ORDINANCE NO. 6338, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG BROOKHAVEN DRIVE TO R-1C, RESIDENTIAL DISTRICT IN THE 12TH 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."

D. OTHER BUSINESS.

1. **Consideration of a Resolution to Accept Deeds of Easement for Various City Projects** (AF: 213-2013).

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, August 6, 2013**

Motion/Second: George/Segelhorst, to pass:

Resolution No. 2014-029, 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 10TH, 11TH, 12TH AND 13TH CIVIL DISTRICTS OF SULLIVAN COUNTY, TENNESSEE

Passed: All present voting "aye."

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).

Motion/Second: Shupe/Parham, to pass:

Resolution No. 2014-030, A RESOLUTION AWARDDING 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

Passed: All present voting "aye."

3. Consideration of a Resolution Approving a Purchase Agreement with Press Commons, LLC and Authorizing the Mayor to Execute the Same (AF: 223-2013). City Manager Campbell stated the purchase has been previously approved, noting this property was part of the green space around the carousel.

Motion/Second: George/Parham, to pass:

Resolution No. 2014-031, A RESOLUTION APPROVING A 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

Passed: All present voting "aye."

4. Consideration of a Resolution Amending a Lease and an Agreement with KEDB (AF: 219-2013). Mayor Phillips pointed out this would be the final step in the winery project and grants a two year extension since the city was behind on the project. This extension will allow our lease and KEDB's lease to be the same.

Motion/Second: Segelhorst/Parham, to pass:

Resolution No. 2014-032, 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,

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, August 6, 2013**

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

Passed: All present voting "aye."

5. Consideration of a Resolution Authorizing the City of Kingsport to Sell Surplus Personal Computers from the City to the Friends and Neighbors Organization (AF: 222-2013).

Motion/Second: Clark/McIntire, to pass:

Resolution No. 2014-033, A RESOLUTION DECLARING CERTAIN PERSONAL COMPUTERS AS SURPLUS AND APPROVING THE SALE OF SUCH SURPLUS PERSONAL COMPUTERS TO FRIENDS AND NEIGHBORS, INC.

Passed: All present voting "aye."

E. APPOINTMENTS/REAPPOINTMENTS.

Appointments/Reappointments are considered under one motion.

Motion/Second: McIntire/Clark, to approve:

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

Approve:

APPOINTMENTS OF MR. FRED WALLIN, MS. MARILYN MARTIN AND MS. JAN COMPTON TO SERVE ON THE **CATTAILS MANAGEMENT ADVISORY COMMITTEE**. ALL APPOINTMENTS ARE EFFECTIVE IMMEDIATELY AND EXPIRE AUGUST 6, 2016.

Passed: All present voting "aye."

VII. CONSENT AGENDA.

Motion/Second: Shupe/Parham, to adopt:

1. Consideration of a Budget Ordinance Appropriating Available Funds to SW1400 (AF: 195-2013).

Adopt:

Ordinance No. 6339, 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 second reading in a roll call vote: Clark, George, McIntire, Parham, Segelhorst, Shupe and Phillips voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, August 6, 2013**

VIII. COMMUNICATIONS.

- A. CITY MANAGER.** Mr. Campbell stated on August 23 the DB band would be having a function to raise money for the Tournament of Roses event. He also had Chris McCartt provide details on the new operating hours at the Aquatic Center, as they have been adjusted to accommodate the school season.
- B. MAYOR AND BOARD MEMBERS.** Alderman George thanked the CVB for the presentation at the work session yesterday concerning youth sports. Alderman Segelhorst thanked Ms. Sherry Mosley from the DKA for the downtown tour today. He also pointed out that school was back in session and warned everyone to be careful of children. Alderman Clark recommended a post-flood discussion with city management. He also commented on the positive financial impact the CVB contributes to Kingsport. Alderman Parham commented on youth sports and the flood aftermath. Alderman McIntire gave details on the wonderful concert that coincided with the dedication event of the Allendale Amphitheater. Mayor Phillips noted the symphony is an important part of Kingsport. He also commented on the extensive damage many businesses incurred as a result of the flood, noting a relief fund has been set up through the DKA. The mayor also mentioned the Lo' Country Boil event will be this Saturday night at the Farmer's Market to benefit the Netherland Inn Association, encouraging citizens to attend.
- C. VISITORS.** Ms. Mary McNabb thanked the BMA for the action taken on the carousel land.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 8:00 p.m.

ANGELA MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor

Minutes of the Special Called Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Friday, August 9, 2013, 8:15 AM
Council 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 Parham
Alderman Tom Segelhorst

City Administration

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

- I. **CALL TO ORDER:** 8:15 p.m., by Mayor Dennis R. Phillips.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Alderman George.
- II.B. **INVOCATION:** Vice Mayor McIntire.
- III. **ROLL CALL:** By Deputy City Recorder Angie Marshall. Absent: Alderman Jantry Shupe.
- IV. **OTHER BUSINESS**

1. **Consideration of a Resolution Approving an Option Agreement and Authorizing the Mayor to Execute the Same** (AF: 225-2013). Mayor Phillips explained the reason for the meeting, noting the city is looking for a location to replace the ballfields at Eastman. He stated the property being considered is being offered by Roger Ball who wants to give the city an option for \$75,000 per acre for almost ten acres. He further stated we would be accepting this option in good faith as there is a dispute as to whether or not Mr. Jessie Hensley already has an option. Mr. Hensley owns the adjoining property which consists of ten acres also. The mayor also read a letter from Mr. Hensley which offered an option for all 20 acres at \$150,000 per acre. Mr. Hensley stated that option would only be available if the theater and apartments he is planning to build falls through. Mayor Phillips explained that all twenty acres were necessary for the ballfield project and that the city would have to look elsewhere if all twenty acres were not available at this time. The one parcel alone would not meet the needs for this project. There was considerable discussion about the time constraint, the asking price in the letter and the uncertainty of the validity of Mr. Ball's offer that will possibly have to be settled in court between Mr. Ball and Mr. Hensley. The mayor also stated the city did not want to interfere with the theater project or the apartments since the city is in need of both. Assistant to the City Manager Chris McCartt gave an update on the actions of the committee working on this, noting there were other sites being considered. Alderman George noted we should move forward with the other options.

Minutes of the Special Called Business Meeting of the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, Friday, August 9, 2013

Motion/Second: George/McIntire, to reject:

A RESOLUTION APPROVING AN OPTION AGREEMENT WITH ROGER BALL AND CARROLL E. ROSE ON 9.668 ACRES, MORE OR LESS, LOCATED NEXT TO INDIAN TRAIL DRIVE; AUTHORIZING THE MAYOR TO MAKE CERTAIN CHANGES TO THE AGREEMENT, IF NECESSARY; AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THIS RESOLUTION

Passed: All present voting "aye."

V. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 8:55 a.m.

ANGELA MARSHALL
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor



AGENDA ACTION FORM

Consideration of a Budget Ordinance Appropriating Available Funds to WA1308, and a Resolution Awarding Bid for Sanitary Sewer Facilities and Waterline Improvements – Hidden Acres/Peppertree Area – Phase I 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-226-2013
Work Session: August 19, 2013
First Reading: August 20, 2013
Final Adoption: September 3, 2013
Staff Work By: Committee
Presentation By: R. McReynolds/C. Austin

Recommendation: Approve the ordinance and resolution

Executive Summary:

Bids were opened on July 25, 2013, for the Sanitary Sewer Facilities and Waterline Improvements – Hidden Acres/Peppertree Area – Phase 1. The project consists of construction of approximately 7,300 ft of gravity sanitary sewer line and appurtenances, including manholes, and laterals; and construction of approximately 4,200 ft of 2", 4", 6", & 8" water line and appurtenances; and associated site work. The project completion date shall be June 30, 2014.

City staff has reviewed the bids and recommends awarding the contract to the apparent low bidder, Merkel Brothers Construction Company in the amount of \$1,044,266.00.

Funding is available for the sewer portion in project SW1306. Budget ordinance is attached to fund water portion from Water System Fund Balance until FY14 Bond Issuance is approved. The money will be allocated to WA1308.

Attachments:

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

Funding source appropriate and funds are available: _____

Table with 3 columns: Name, Y, N, O. Rows include Clark, George, McIntire, Parham, Segelhorst, Shupe, Phillips.

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE WATER PROJECT FUND BUDGET BY APPROPRIATING FUNDS TO THE HIDDEN ACRES/PEPPERTREE PROJECT FOR THE YEAR ENDING JUNE 30, 2013; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

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

SECTION I. That the Water Project Fund budget be amended by appropriating funds from the Water Fund balance in the amount of \$331,425 to the Hidden Acres/Peppertree project (WA1308).

Account Number/Description:

Fund 411: Water Fund

Revenues:

411-0000-392-0100 Fund Balance Appropriation

Totals:

Expenditures:

411-6996-696-7601 Water Project Fund Transfer

Totals:

Fund 451: Water Project Fund

Hidden Acres/Peppertree (WA1308)

Revenues:

451-0000-391-4500 From Water Fund

Totals:

Expenditures:

451-0000-605-2023 Arch/Eng/Landscaping

451-0000-605-9003 Improvements

Totals:

	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
	\$	\$	\$
	385,450	331,425	716,875
	385,450	331,425	716,875
	0	331,425	331,425
	0	331,425	331,425
	\$	\$	\$
	0	331,425	331,425
	0	331,425	331,425
	0	42,200	42,200
	0	289,225	289,225
	0	331,425	331,425

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:

ANGELA L. MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR HIDDEN ACRES/PEPPERTREE AREA PHASE I SANITARY SEWER FACILITIES AND WATERLINE IMPROVEMENTS TO MERKEL BROTHERS CONSTRUCTION AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, bids were opened on July 25, 2013 for sanitary sewer facilities and waterline improvements for the Hidden Acres/Peppertree Area- Phase I; and

WHEREAS, upon review of the bids, the board finds Merkel Brothers Construction 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 enter into a contract for the construction of approximately 7,300 feet of gravity sanitary sewer line and appurtenances, including manholes, and laterals; and construction of approximately 4,200 feet of 2", 4", 6", & 8" water line and appurtenances; and associated site work from Merkel Brothers Construction at an estimated construction cost for the water project of \$272,825.00 and the sewer project of \$771,441.00, for a total of \$1,044,266.00; and

WHEREAS, funding is identified, for sewer work, in project number SW1306 and the water work from Water System Fund Balance until FY14 Bonds are sold, then the funds will be allocated to WA1308 to repay the water system fund balance;

Now therefore,

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

SECTION I. That the bid for construction of approximately 7,300 feet of gravity sanitary sewer line and appurtenances, including manholes, and laterals; and construction of approximately 4,200 feet of 2", 4", 6", & 8" water line and appurtenances; and associated site work at an estimated construction cost for the water project of \$272,825.00 and the sewer project of \$771,441.00 for a total of \$1,044,266.00 is awarded to Merkel Brothers Construction, for the sanitary sewer facilities and waterline improvements for the Hidden Acres/Peppertree Area-Phase I and the Mayor is authorized to execute an agreement for same and all documents necessary and proper to effectuate the purpose of the agreement.

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.

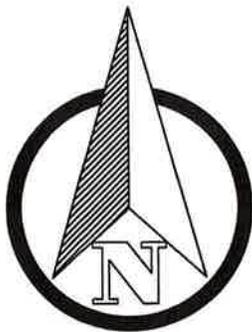
ADOPTED this the 10th day of August, 2013.

DENNIS R. PHILLIPS, MAYOR

ITEM NO.	QUAN	UNIT	DESCRIPTION	ENGINEERING DIVISION		MERKEL BROTHERS CONS.		THOMAS CONSTRUCTION		TIPTON CONSTRUCTION		CLEARY CONSTRUCTION		AMERICAN ENVIRON. LLC	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	789	T	CRUSHED STONE FOR PAVEMENT MAINTENANCE AND SHOULDER REPLACEMENT (SECTION 31 23 33)	\$ 21.00	\$ 16,569.00	\$ 1.00	\$ 789.00	\$ 21.35	\$ 16,845.15	\$ 23.00	\$ 18,147.00	\$ 20.00	\$ 15,780.00	\$ 23.00	\$ 18,147.00
2	1	LS	MOBILIZATION, CLEARING AND GRUBBING (SECTION 31 11 00)	\$ 25,000.00	\$ 25,000.00	\$ 5,000.00	\$ 5,000.00	\$ 56,472.82	\$ 56,472.82	\$ 41,000.00	\$ 41,000.00	\$ 15,000.00	\$ 15,000.00	\$ 50,000.50	\$ 50,000.50
3	1	LS	PROTECTION OF LIVING SHRUBS AND TREES (SECTION 31 11 00)	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,531.50	\$ 4,531.50	\$ 3,000.00	\$ 3,000.00	\$ 7,500.00	\$ 7,500.00	\$ 500.00	\$ 500.00
4	3,803	T	CRUSHED STONE FOR BACKFILL @ ROAD & DRIVEWAY CROSSINGS (SECTION 31 23 33)	\$ 22.00	\$ 83,666.00	\$ 22.00	\$ 83,666.00	\$ 21.35	\$ 81,194.05	\$ 23.50	\$ 89,370.50	\$ 20.00	\$ 76,060.00	\$ 23.00	\$ 87,469.00
5	5,350	CY	SOLID ROCK EXCAVATION IN TRENCH (SECTION 31 23 33)	\$ 35.00	\$ 187,250.00	\$ 35.00	\$ 187,250.00	\$ 35.00	\$ 187,250.00	\$ 35.00	\$ 187,250.00	\$ 35.00	\$ 187,250.00	\$ 35.00	\$ 187,250.00
6	20	LF	12" CMP STORM SEWER IF REQ'D (SECTION 33 40 00)	\$ 24.00	\$ 480.00	\$ 25.00	\$ 500.00	\$ 9.46	\$ 189.20	\$ 30.00	\$ 600.00	\$ 48.00	\$ 960.00	\$ 11.00	\$ 220.00
7	10	LF	18" CMP STORM SEWER IF REQ'D (SECTION 33 40 00)	\$ 30.00	\$ 300.00	\$ 30.00	\$ 300.00	\$ 14.17	\$ 141.70	\$ 40.00	\$ 400.00	\$ 58.00	\$ 580.00	\$ 17.50	\$ 175.00
8	10	LF	36" CMP STORM SEWER IF REQ'D (SECTION 33 40 00)	\$ 60.00	\$ 600.00	\$ 50.00	\$ 500.00	\$ 40.00	\$ 400.00	\$ 80.00	\$ 800.00	\$ 73.00	\$ 730.00	\$ 31.00	\$ 310.00
9	10	LF	42" CMP STORM SEWER IF REQ'D (SECTION 33 30 00)	\$ 80.00	\$ 800.00	\$ 80.00	\$ 800.00	\$ 50.00	\$ 500.00	\$ 87.00	\$ 870.00	\$ 82.00	\$ 820.00	\$ 36.00	\$ 360.00
10	305	LF	FENCE REPLACEMENT (MATCH EXIST) (IF NECESSARY)(SECTION 32 31 13)	\$ 25.00	\$ 7,625.00	\$ 10.00	\$ 3,050.00	\$ 25.00	\$ 7,625.00	\$ 24.00	\$ 7,320.00	\$ 20.00	\$ 6,100.00	\$ 18.00	\$ 5,490.00
11	1	LS	SEEDING WTH MULCH (SECTION 32 92 20)	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 28,080.00	\$ 28,080.00	\$ 8,500.00	\$ 8,500.00	\$ 37,500.00	\$ 37,500.00	\$ 33,470.00	\$ 33,470.00
12	530	GA	PRIME COAT (SECTION 32 12 16)	\$ 4.00	\$ 2,120.00	\$ 1.00	\$ 530.00	\$ 3.00	\$ 1,590.00	\$ 3.50	\$ 1,855.00	\$ 11.00	\$ 5,830.00	\$ 3.50	\$ 1,855.00
13	210	GA	TACK COAT (SECTION 32 12 16)	\$ 4.00	\$ 840.00	\$ 1.00	\$ 210.00	\$ 3.00	\$ 630.00	\$ 4.50	\$ 945.00	\$ 11.00	\$ 2,310.00	\$ 3.60	\$ 756.00
14	526	T	ASPHALT BINDER 4" IN TRENCH (SECTION 32 12 16)	\$ 90.00	\$ 47,340.00	\$ 1.00	\$ 526.00	\$ 111.49	\$ 58,643.74	\$ 124.00	\$ 65,224.00	\$ 143.00	\$ 75,218.00	\$ 143.00	\$ 75,218.00
15	758	T	ASPHALT TOPPING 1-1/4" (SECTION 32 12 16)	\$ 100.00	\$ 75,800.00	\$ 90.00	\$ 68,220.00	\$ 110.40	\$ 83,683.20	\$ 105.00	\$ 79,590.00	\$ 165.00	\$ 125,070.00	\$ 105.00	\$ 79,590.00
16	7,260	LF	8" PVC GRAVITY SEWER PIPE (SECTION 33 30 00)	\$ 36.00	\$ 261,360.00	\$ 30.00	\$ 217,800.00	\$ 30.74	\$ 223,172.40	\$ 45.10	\$ 327,426.00	\$ 38.00	\$ 275,880.00	\$ 43.00	\$ 312,180.00
17	1,880	LF	6" PVC SEWER (SECTION 33 30 00)	\$ 24.00	\$ 45,120.00	\$ 25.00	\$ 47,000.00	\$ 31.94	\$ 60,047.20	\$ 31.00	\$ 58,280.00	\$ 32.00	\$ 60,160.00	\$ 35.00	\$ 65,800.00
18	4	LF	4" DUCTILE IRON FORCE MAIN PIPE STUB OUT OF MANHOLE AND PLUG (SECTION 33 30 00)	\$ 40.00	\$ 160.00	\$ 100.00	\$ 400.00	\$ 47.41	\$ 189.64	\$ 50.00	\$ 200.00	\$ 80.00	\$ 320.00	\$ 50.00	\$ 200.00
19	56	EA	SEWER LATERAL ASSEMBLIES (8x8x6 PVC TEES) (SECTION 33 30 00)	\$ 200.00	\$ 11,200.00	\$ 100.00	\$ 5,600.00	\$ 53.49	\$ 2,995.44	\$ 140.00	\$ 7,840.00	\$ 150.00	\$ 8,400.00	\$ 200.00	\$ 11,200.00
20	77	EA	CLEANOUT ASSEMBLIES @ LATERALS (SECTION 33 30 00)	\$ 350.00	\$ 26,950.00	\$ 400.00	\$ 30,800.00	\$ 566.20	\$ 43,597.40	\$ 435.00	\$ 33,495.00	\$ 300.00	\$ 23,100.00	\$ 480.00	\$ 36,960.00
21	39	EA	STANDARD SEWER MANHOLES (SECTION 33 30 00)	\$ 1,800.00	\$ 70,200.00	\$ 2,000.00	\$ 78,000.00	\$ 1,735.44	\$ 67,682.16	\$ 1,990.00	\$ 77,610.00	\$ 1,900.00	\$ 74,100.00	\$ 2,400.00	\$ 93,600.00
22	1	EA	ADJUST EXISTING MANHOLES (SECTION 33 30 00)	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 490.49	\$ 490.49	\$ 550.00	\$ 550.00	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00
23	2	EA	WATERTIGHT LIDS & CASTINGS (SECTION 33 30 00)	\$ 400.00	\$ 800.00	\$ 300.00	\$ 600.00	\$ 720.93	\$ 1,441.86	\$ 700.00	\$ 1,400.00	\$ 350.00	\$ 700.00	\$ 150.00	\$ 300.00

24 17 VF EXTRA DEPTH MANHOLE (SECTION 33 30 00) \$ 250.00 \$ 4,250.00 \$ 200.00 \$ 3,400.00 \$ 326.47 \$ 5,549.99 \$ 225.00 \$ 3,825.00 \$ 200.00 \$ 3,400.00 \$ 85.00 \$ 1,445.00

ITEM NO.	QUAN	UNIT	DESCRIPTION	ENGINEERING DIVISION		MERKEL BROTHERS CONS.		THOMAS CONSTRUCTION		TIPTON CONSTRUCTION		CLEARY CONSTRUCTION		AMERICAN ENVIRON. LLC	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
WATERLINE QUANTITIES															
25	1,350	CY	SOLID ROCK EXCAVATION IN TRENCH (SECTION 31 23 33)	\$ 35.00	\$ 47,250.00	\$ 35.00	\$ 47,250.00	\$ 35.00	\$ 47,250.00	\$ 35.00	\$ 47,250.00	\$ 35.00	\$ 47,250.00	\$ 35.00	\$ 47,250.00
26	300	T	CRUSHED STONE FOR BACKFILL @ ROAD & DRIVEWAY CROSSINGS (SECTION 31 23 33)	\$ 22.00	\$ 6,600.00	\$ 22.00	\$ 6,600.00	\$ 21.35	\$ 6,405.00	\$ 23.50	\$ 7,050.00	\$ 20.00	\$ 6,000.00	\$ 23.00	\$ 6,900.00
27	25	GA	PRIME COAT (SECTION 32 12 16)	\$ 4.00	\$ 100.00	\$ 1.00	\$ 25.00	\$ 3.00	\$ 75.00	\$ 3.50	\$ 87.50	\$ 11.00	\$ 275.00	\$ 3.50	\$ 87.50
28	26	T	ASPHALT BINDER 4" IN TRENCH (SECTION 32 12 16)	\$ 90.00	\$ 2,340.00	\$ 150.00	\$ 3,900.00	\$ 111.51	\$ 2,899.26	\$ 124.00	\$ 3,224.00	\$ 200.00	\$ 5,200.00	\$ 143.00	\$ 3,718.00
29	65	SY	CONCRETE REPLACEMENT 6" (DRIVEWAYS (SECTION 03 30 00))	\$ 85.00	\$ 5,525.00	\$ 60.00	\$ 3,900.00	\$ 74.11	\$ 4,817.15	\$ 71.00	\$ 4,615.00	\$ 110.00	\$ 7,150.00	\$ 85.00	\$ 5,525.00
30	3,200	LF	8" CEMENT LINED DUCTILE IRON WATER PIPE CLASS 350 200 PSI WORKING PRESS. (SECTION 33 11 00)	\$35.00	\$ 112,000.00	\$30.00	\$ 96,000.00	\$31.96	\$ 102,272.00	\$40.83	\$ 130,656.00	\$43.00	\$ 137,600.00	\$34.00	\$ 108,800.00
31	950	LF	6" CEMENT LINED DUCTILE IRON WATER PIPE CLASS 350 200 PSI WORKING PRESS. (SECTION 33 11 00)	\$32.00	\$ 30,400.00	\$27.00	\$ 25,650.00	\$28.27	\$ 26,856.50	\$34.50	\$ 32,775.00	\$48.00	\$ 45,600.00	\$27.40	\$ 26,030.00
32	40	LF	2" PVC WATER PIPE (SECTION 33 11 00)	\$22.00	\$ 880.00	\$20.00	\$ 800.00	\$19.99	\$ 799.60	\$30.00	\$ 1,200.00	\$35.00	\$ 1,400.00	\$10.00	\$ 400.00
33	40	LF	4" PVC WATER PIPE (SECTION 33 11 00)	\$24.00	\$ 960.00	\$25.00	\$ 1,000.00	\$23.19	\$ 927.60	\$30.00	\$ 1,200.00	\$39.00	\$ 1,560.00	\$16.00	\$ 640.00
34	26.00	EA	CONNECT TO EXISTING METERS 3/4" & 1" COPPER SERVICE - SHORT SERVICE WITH METER BOX AND SETTER (33 11 00)	\$800.00	\$ 20,800.00	\$800.00	\$ 15,600.00	\$848.74	\$ 22,067.24	\$900.00	\$ 23,400.00	\$700.00	\$ 18,200.00	\$800.00	\$ 20,800.00
35	34.00	EA	CONNECT TO EXISTING METERS 3/4" & 1" COPPER SERVICE - LONG SERVICE WITH METER BOX AND SETTER (33 11 00)	\$1,200.00	\$ 40,800.00	\$800.00	\$ 27,200.00	\$1,217.77	\$ 41,404.18	\$1,075.00	\$ 36,550.00	\$1,300.00	\$ 44,200.00	\$1,500.00	\$ 51,000.00
36	5	EA	FIRE HYDRANT ASSEMBLY ASSEMBLIES (SECTION 33 11 00)	\$3,500.00	\$ 17,500.00	\$3,700.00	\$ 18,500.00	\$4,129.74	\$ 20,648.70	\$3,400.00	\$ 17,000.00	\$3,400.00	\$ 17,000.00	\$4,500.00	\$ 22,500.00
37	10	EA	8" GATE VALVES & BOXES (SECTION 33 11 00)	\$1,200.00	\$ 12,000.00	\$1,300.00	\$ 13,000.00	\$993.52	\$ 9,935.20	\$1,090.00	\$ 10,900.00	\$1,200.00	\$ 12,000.00	\$1,500.00	\$ 15,000.00
38	1	EA	6" GATE VALVES & BOXES (SECTION 33 11 00)	\$750.00	\$ 750.00	\$800.00	\$ 800.00	\$660.96	\$ 660.96	\$850.00	\$ 850.00	\$900.00	\$ 900.00	\$1,150.00	\$ 1,150.00
39	1	EA	AIR RELEASE VALVE ON 6" DIP WATERLINE (SECTION 33 11 00)	\$1,000.00	\$ 1,000.00	\$600.00	\$ 600.00	\$949.15	\$ 949.15	\$2,250.00	\$ 2,250.00	\$3,600.00	\$ 3,600.00	\$2,600.00	\$ 2,600.00
40	1	EA	CONNECT NEW 8" DIP TO EXISTING 10" DIP DIP WITH 8" WET TAP TAPPING SLEEVE & VALVE (SECTION 33 11 00)	\$4,500.00	\$ 4,500.00	\$3,500.00	\$ 3,500.00	\$3,453.42	\$ 3,453.42	\$4,900.00	\$ 4,900.00	\$7,100.00	\$ 7,100.00	\$10,000.00	\$ 10,000.00
41	1	EA	CONNECT NEW 8" DIP TO EXISTING 6" DIP AT BOOSTER PUMPING STATION WITH 6" TAPPING SLEEVE & VALVE (SECTION 33 11 00)	\$5,000.00	\$ 5,000.00	\$3,500.00	\$ 3,500.00	\$3,507.62	\$ 3,507.62	\$2,100.00	\$ 2,100.00	\$4,000.00	\$ 4,000.00	\$5,000.00	\$ 5,000.00
42	1	EA	CONNECT TO EXISTING 2" PVC WATERLINE (SECTION 33 11 00)	\$3,000.00	\$ 3,000.00	\$3,000.00	\$ 3,000.00	\$1,711.49	\$ 1,711.49	\$1,600.00	\$ 1,600.00	\$1,500.00	\$ 1,500.00	\$1,800.00	\$ 1,800.00
43	1	EA	CONNECT TO EXISTING 4" PVC WATERLINE (SECTION 33 11 00)	\$3,000.00	\$ 3,000.00	\$2,000.00	\$ 2,000.00	\$1,829.62	\$ 1,829.62	\$950.00	\$ 950.00	\$1,200.00	\$ 1,200.00	\$800.00	\$ 800.00
				\$ 1,214,335.00		\$ 1,044,266.00		\$ 1,231,412.63		\$ 1,344,055.00		\$ 1,365,503.00		\$ 1,395,996.00	



**FIGURE I - MAP LOCATION
SANITARY SEWER AND WATER IMPROVEMENTS
PEPPERTREE / HIDDEN ACRES - PHASE I
2011-C06
CITY OF KINGSPORT, TENNESSEE**

NO SCALE

19 JUNE 2013

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION FROM
APPALACHIAN ELECTRIC POWER OF A MILL STONE SAVED
FROM THE FORMER KINGSFORT MILL

WHEREAS, Appalachian Electric Power acquired the property where the former Kingsport Mill was located, and salvaged one of the mill stones; and

WHEREAS, Appalachian Electric Power would like to donate the mill stone to the city to be included in a landscaping project along the Greenbelt in remembrance of the Kingsport Mill, which was destroyed by fire in 2010; and

WHEREAS, the landscaping project includes the mounting of the mill stone, beautification and an informational plaque; and

WHEREAS, Appalachian Electric Power is also donating \$9,875.00 to complete the project, which will be appropriated in the Parks and Recreation general fund budget;

Now therefore,

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

SECTION I. That the donation to the city from Appalachian Electric Power of a mill stone salvaged from the Kingsport Mill site, and funds in the amount of \$9,875.00 for a landscaping project on the Greenbelt, is accepted.

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 20th day of August, 2013.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PRE-FILED
CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE GENERAL FUND BY APPROPRIATING FUNDS RECEIVED FROM APPALACHIAN ELECTRIC POWER AS A DONATION TO PARKS AND RECREATION FOR THE 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 General Fund Parks and Recreation operating budget be amended by appropriating funds received from the Appalachian Electric Power (AEP) in the amount of \$9,875 for landscaping on the Greenbelt.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 110: General Fund			
Revenues:			
110-0000-364-2000 From Corporations	\$ 0	\$ 9,875	\$ 9,875
Totals:	0	9,875	9,875
Expenditures:			
110-4501-471-3020 Operating Supplies & Tools	\$ 14,005	\$ 9,875	\$ 23,880
Totals:	14,005	9,875	23,880

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:

ANGIE MARSHALL
Deputy City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

Kingsport Milling

Capt. Joseph Everett built the first mill on this location in 1814. Andrew Gibson purchased the mill in 1851 and gave the area his name.

In 1915, Roby Anderson Milam, son of Thomas L. Milam, a miller from Elizabethton, purchased the mill for \$3,000. The elder Milam had patented a "secret formula" for flour in 1879, and he called his product "Gold Standard Flour." 100 years later that flour continued to be produced at the Kingsport Milling Co.

Roby Milam operated the Kingsport Flour Mill until his death in 1947. Within a few years, his family decided to find a new operator for the mill. Former Sullivan County Commissioner Ralph Harr briefly leased the mill.

In 1951 Roby Milam's daughter and son-in-law, Mr. and Mrs. Mack Hicks, assumed the lease and went on to operate the Kingsport Milling Co. until 1979. The property was expanded to include a separate feed mill which supported the Hicks' growing pet feed business with salesmen calling on stores all over Northeast Tennessee and Southwest Virginia. The mill subsequently went through several different owners and business incarnations and was destroyed by fire in 2010.

Funding for this marker
provided by:





AGENDA ACTION FORM

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 14th Civil District of Sullivan County

TO: Board of Mayor and Aldermen
 FROM: 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:

- 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	—	—	—



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 14th Civil District of Sullivan County

TO: Board of Mayor and Aldermen
 FROM: *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 T/A/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 T/A/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 T/A/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 14TH 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 14th 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 _____

PROPERTY INFORMATION

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

PETITIONER

ADDRESS 1043 Fordtown Road, Kingsport, TN 37663

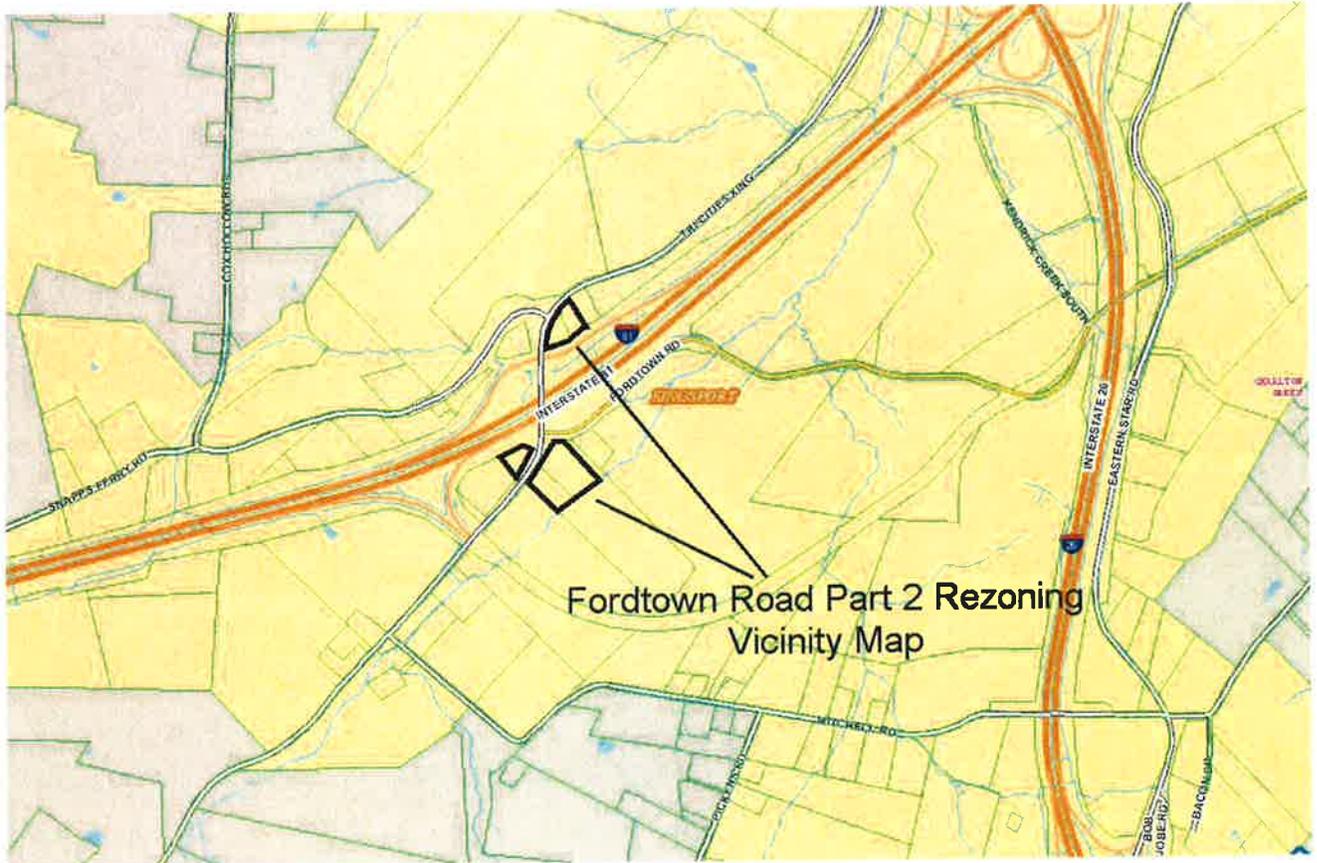
REPRESENTATIVE

PHONE (423) 247-2406

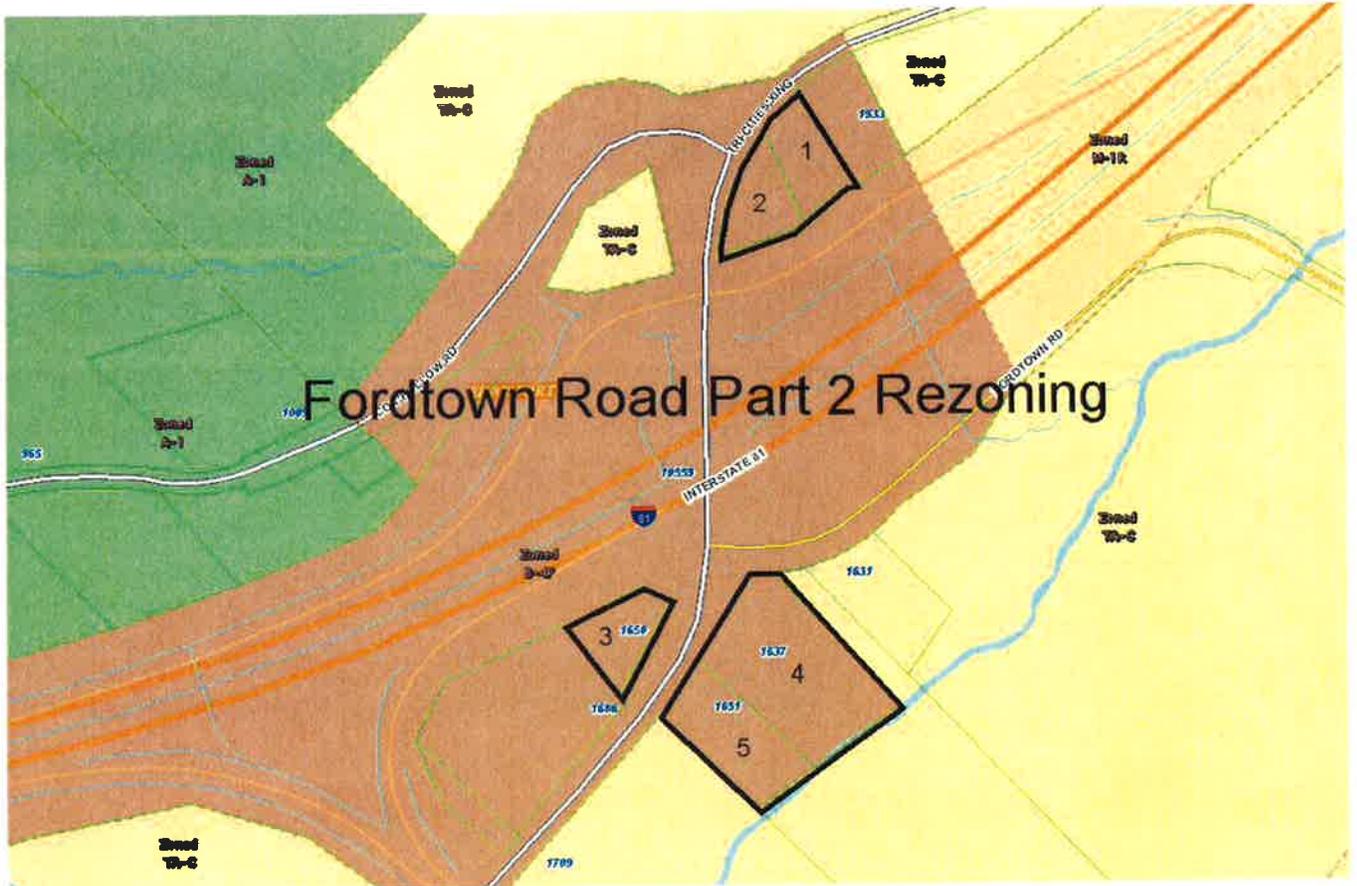
INTENT

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.

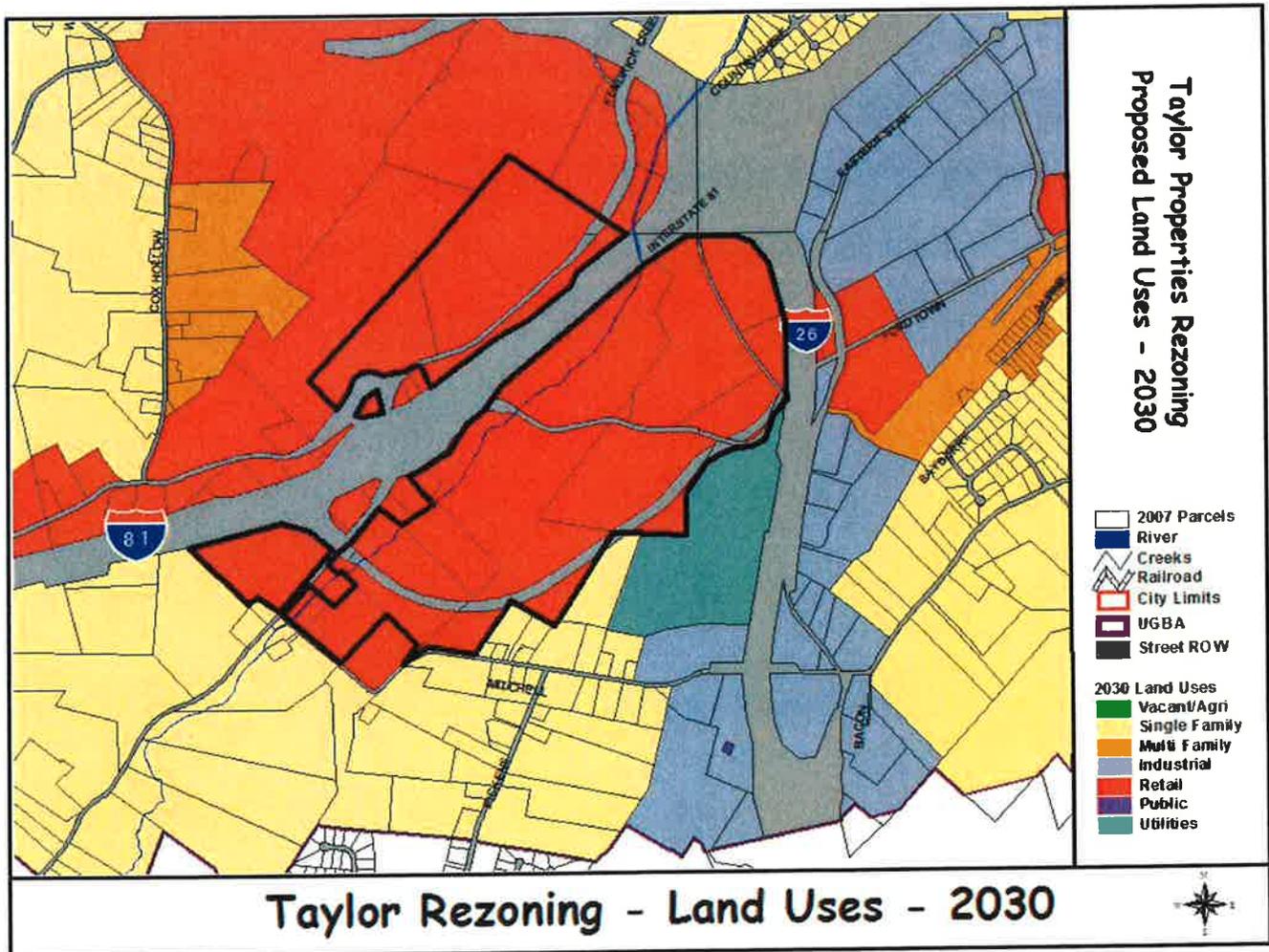
Vicinity Map



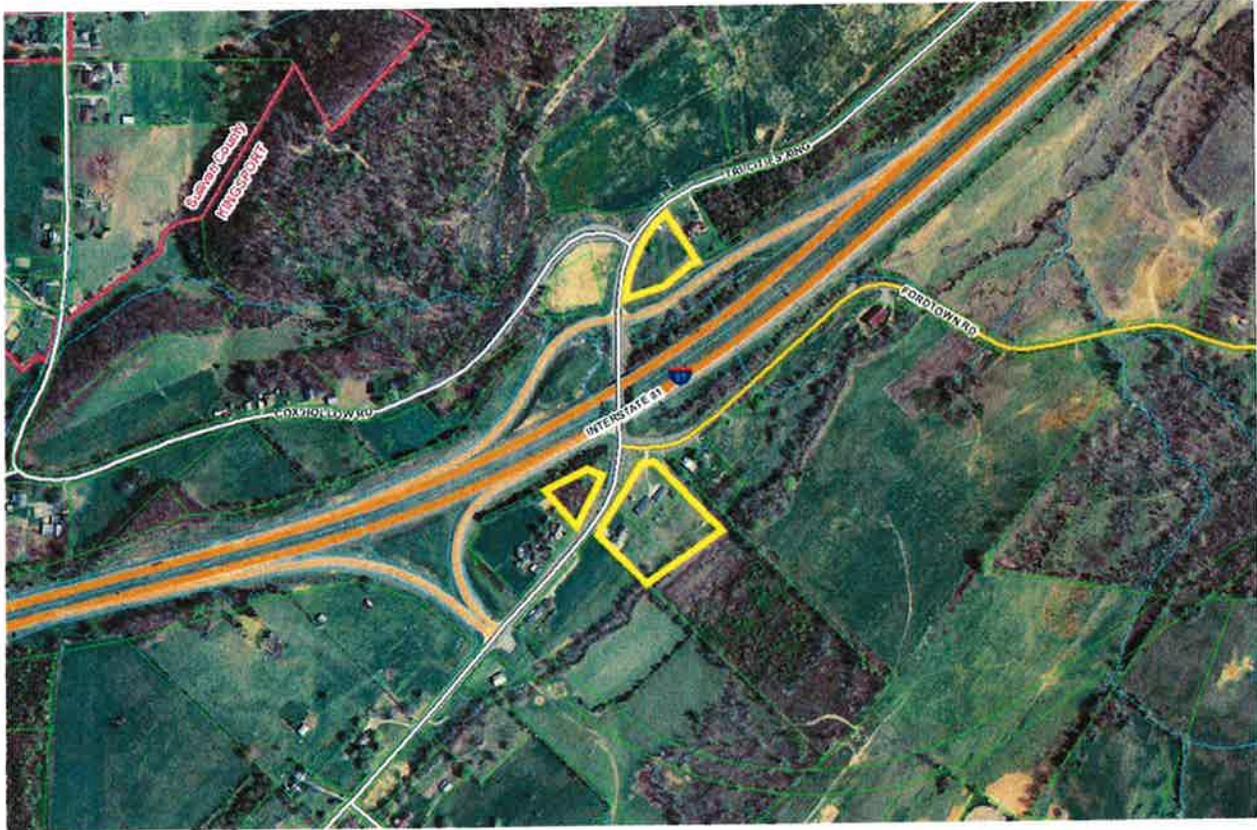
Surrounding Zoning Map



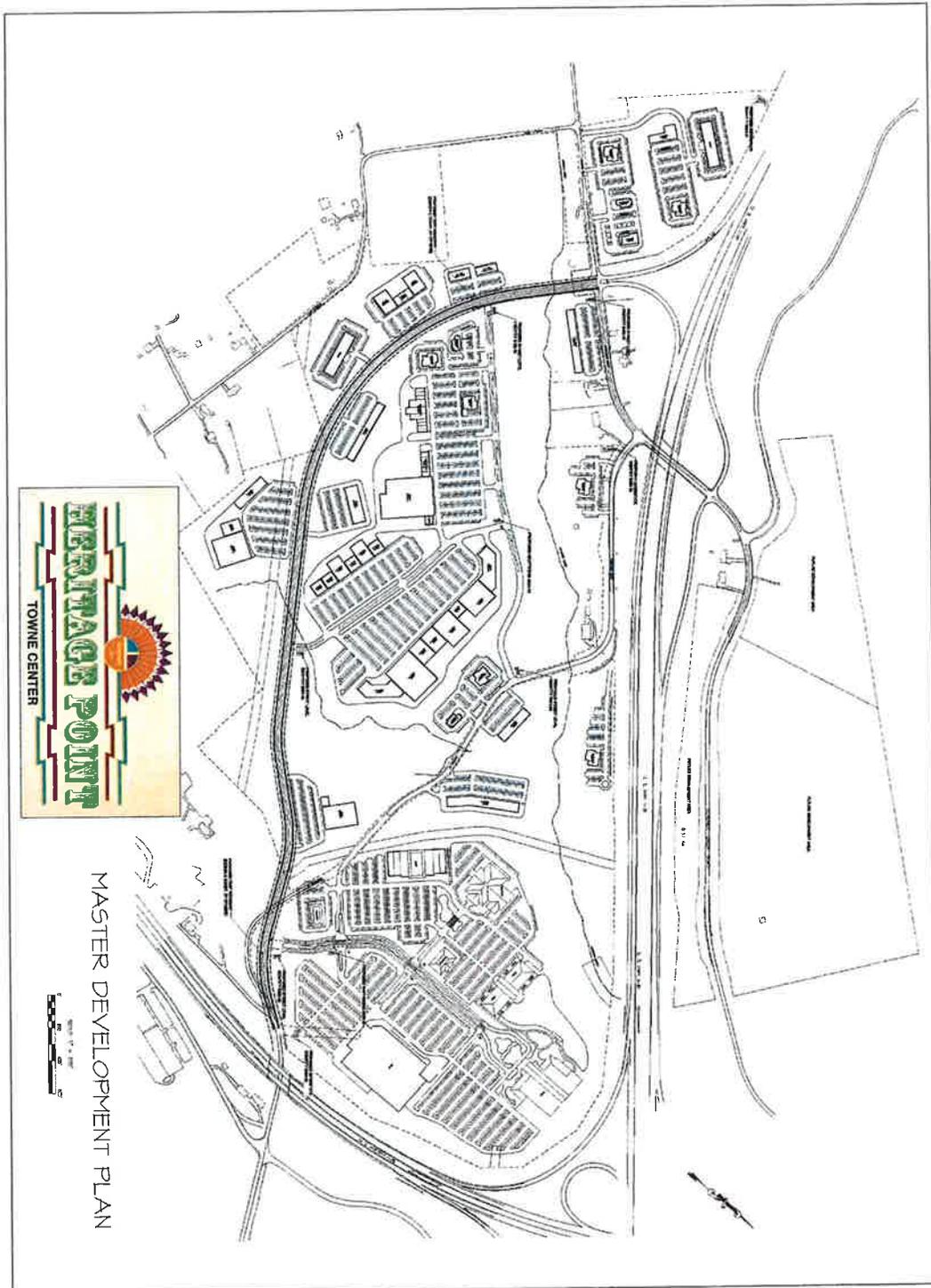
Future Land Use Plan 2030



Aerial



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



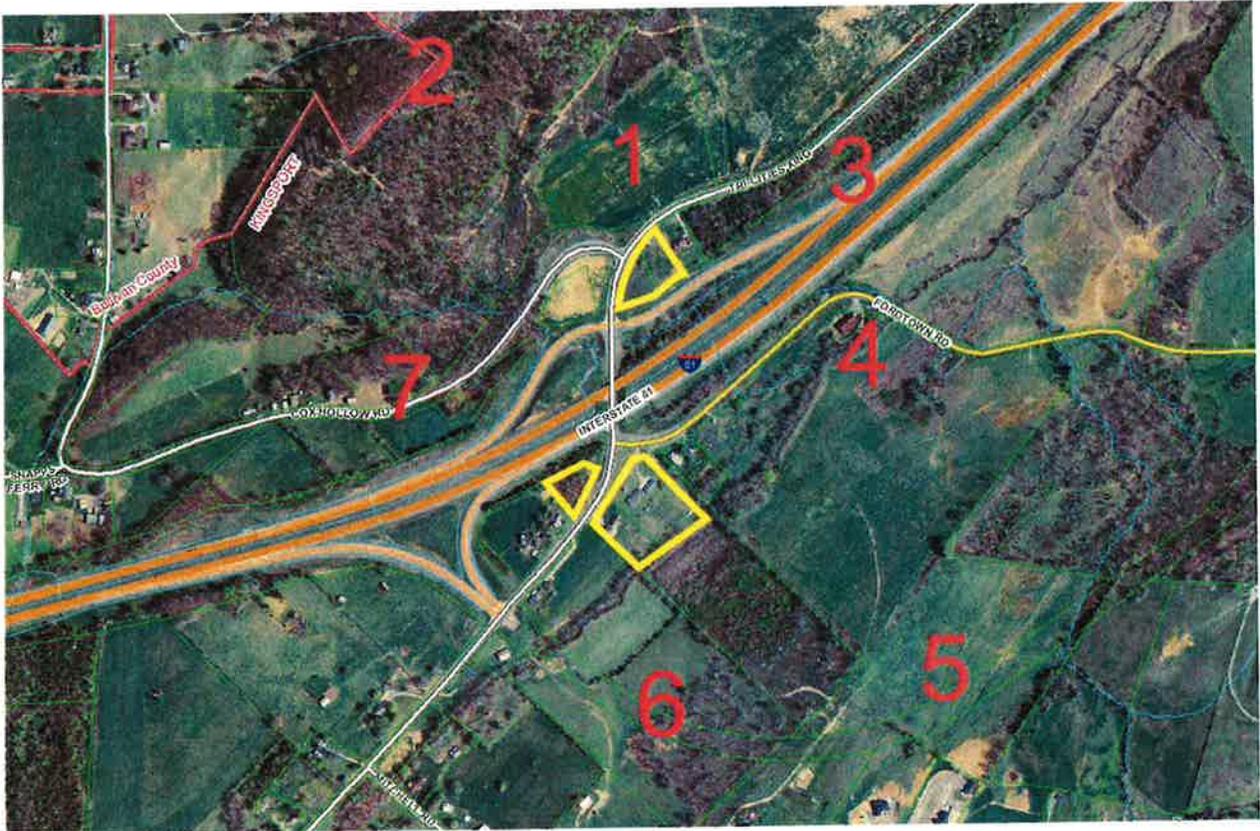
Kingsport Regional Planning Commission

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	

EXISTING USES LOCATION MAP



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?**

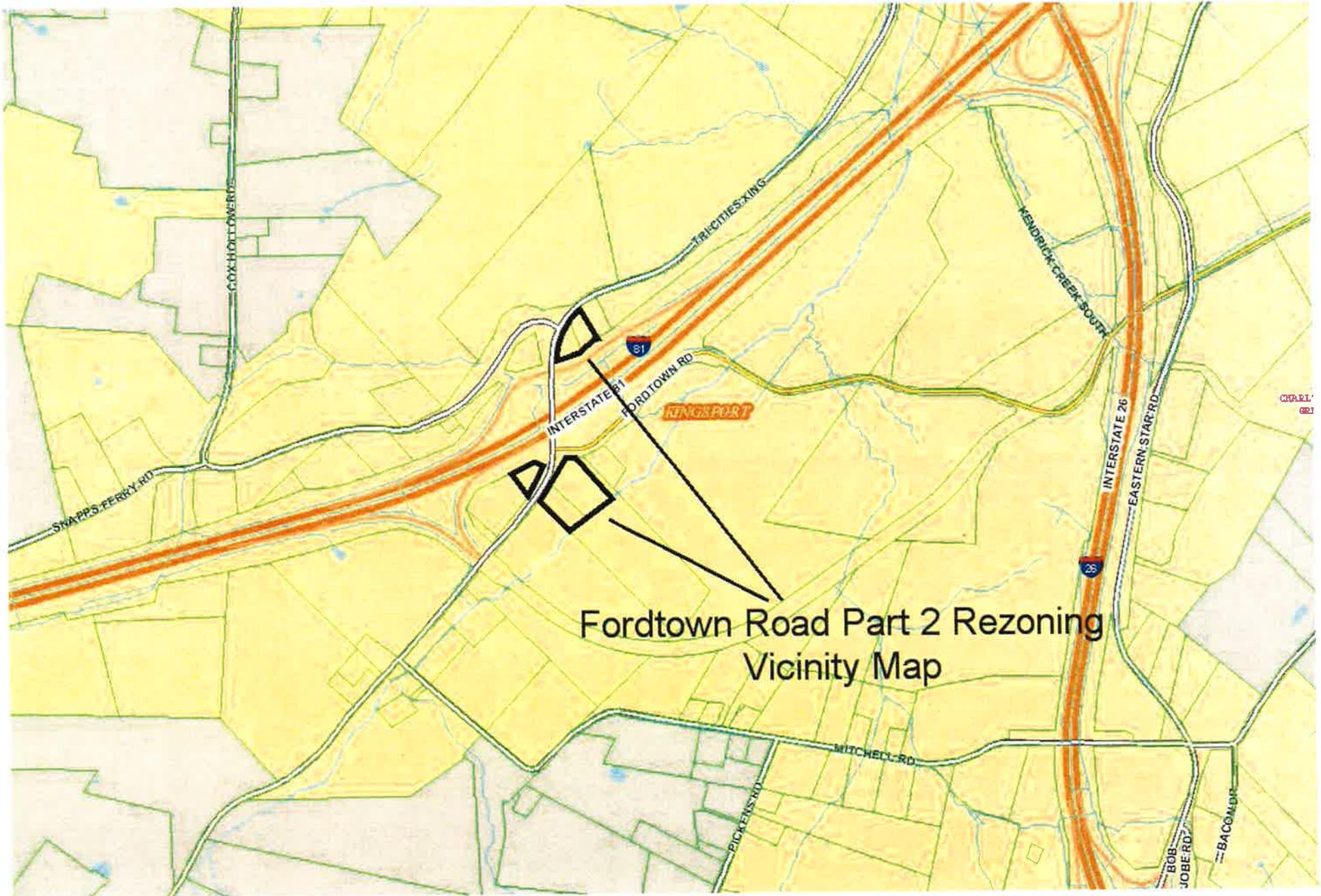
Future Land Use Plan Map: Proposed as appropriate for commercial use

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.

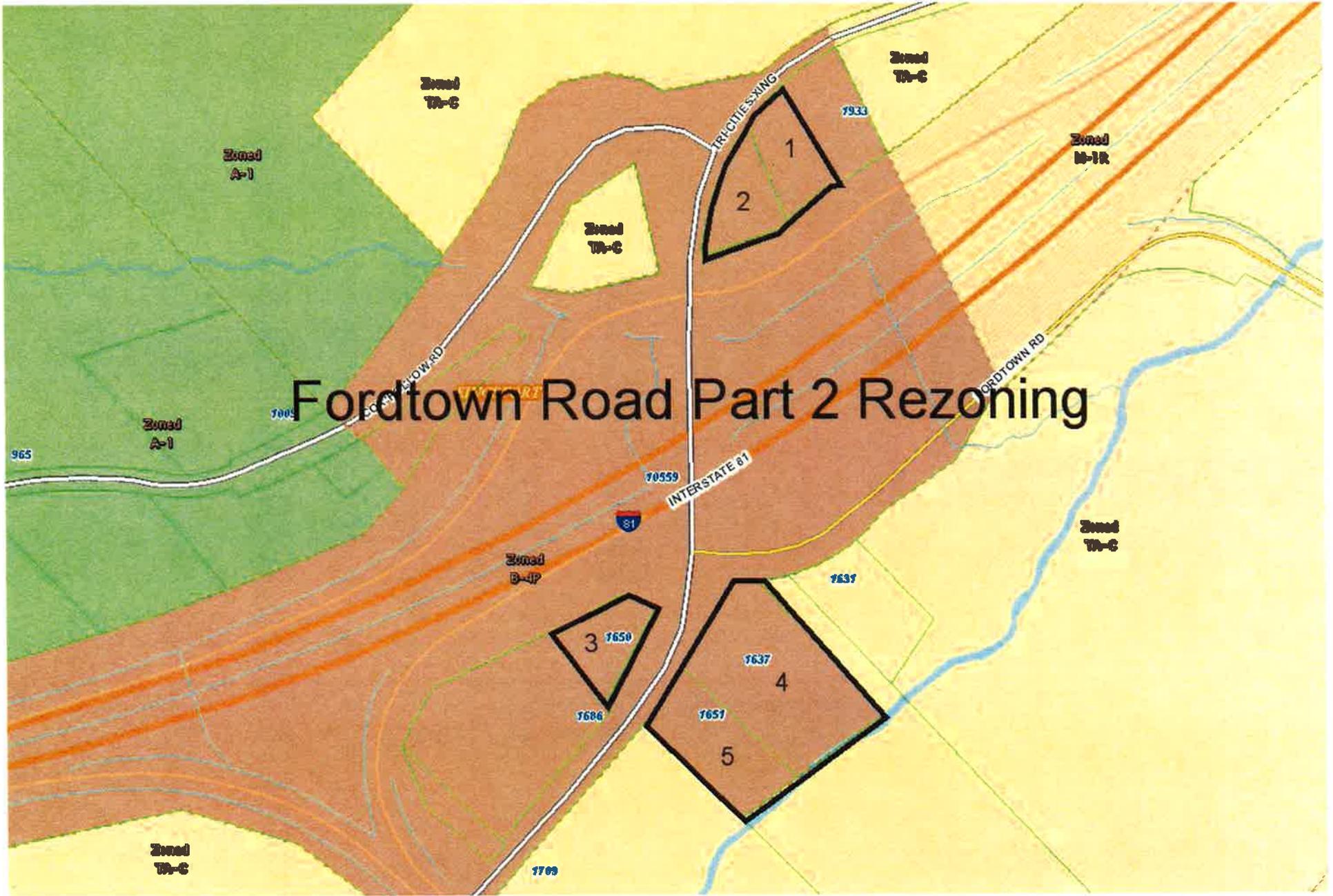
CONCLUSION

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

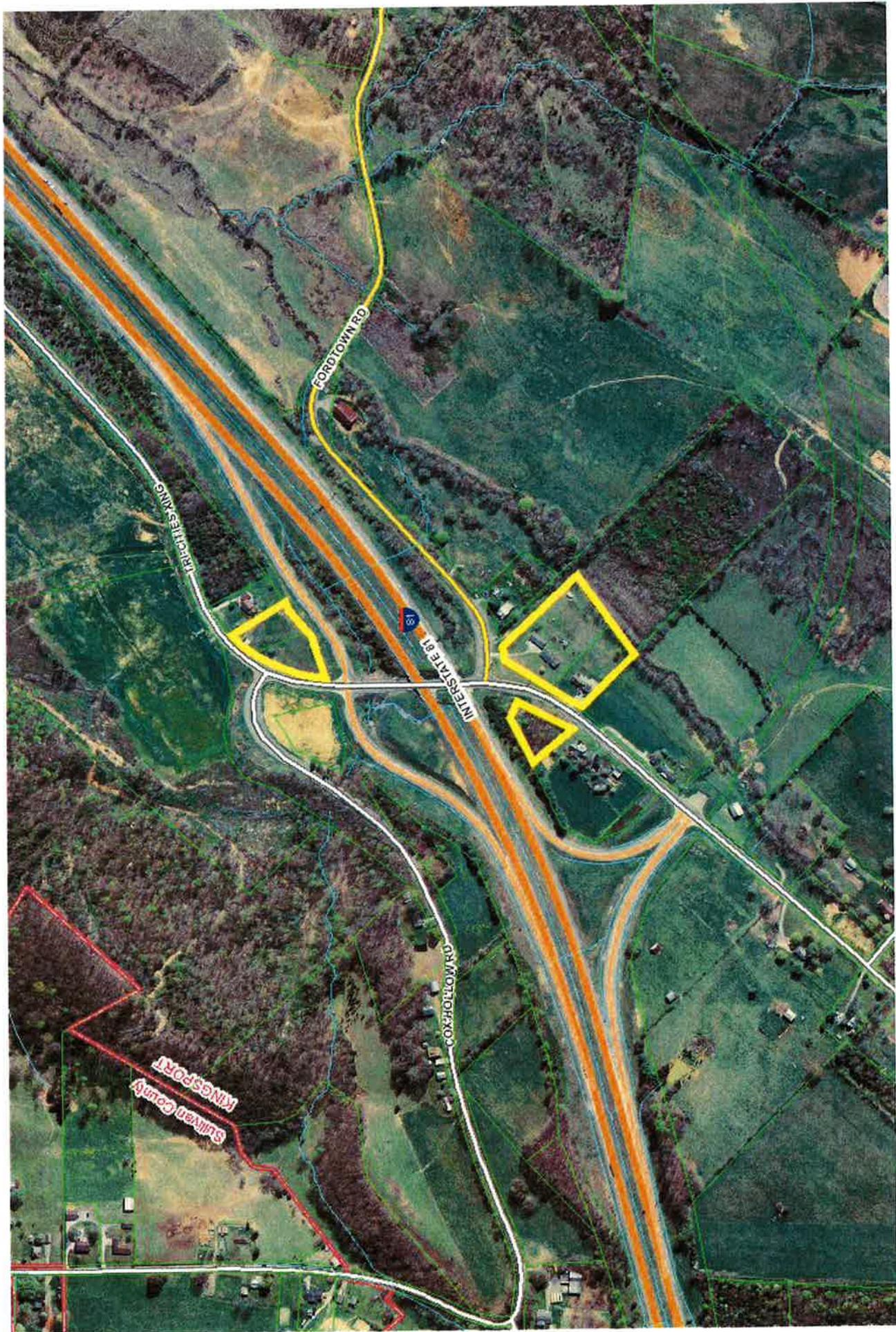
Fordtown Road Part 2 Rezoning





MASTER DEVELOPMENT PLAN







AGENDA ACTION FORM

Consideration of Ordinances to Annex/ Amend Zoning of the Primrose Annexation

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

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

- Approve ordinance for the Primrose annexation
- Approve ordinance amending the zoning ordinance for the Primrose annexation

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: _____

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



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 12TH 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 1ST READING _____
PASSED ON 2ND 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 12TH 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 12th 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 12th 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 KINGSPORT, 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 6th day of August 2013.

ATTEST:

DENNIS R. PHILLIPS, Mayor

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney

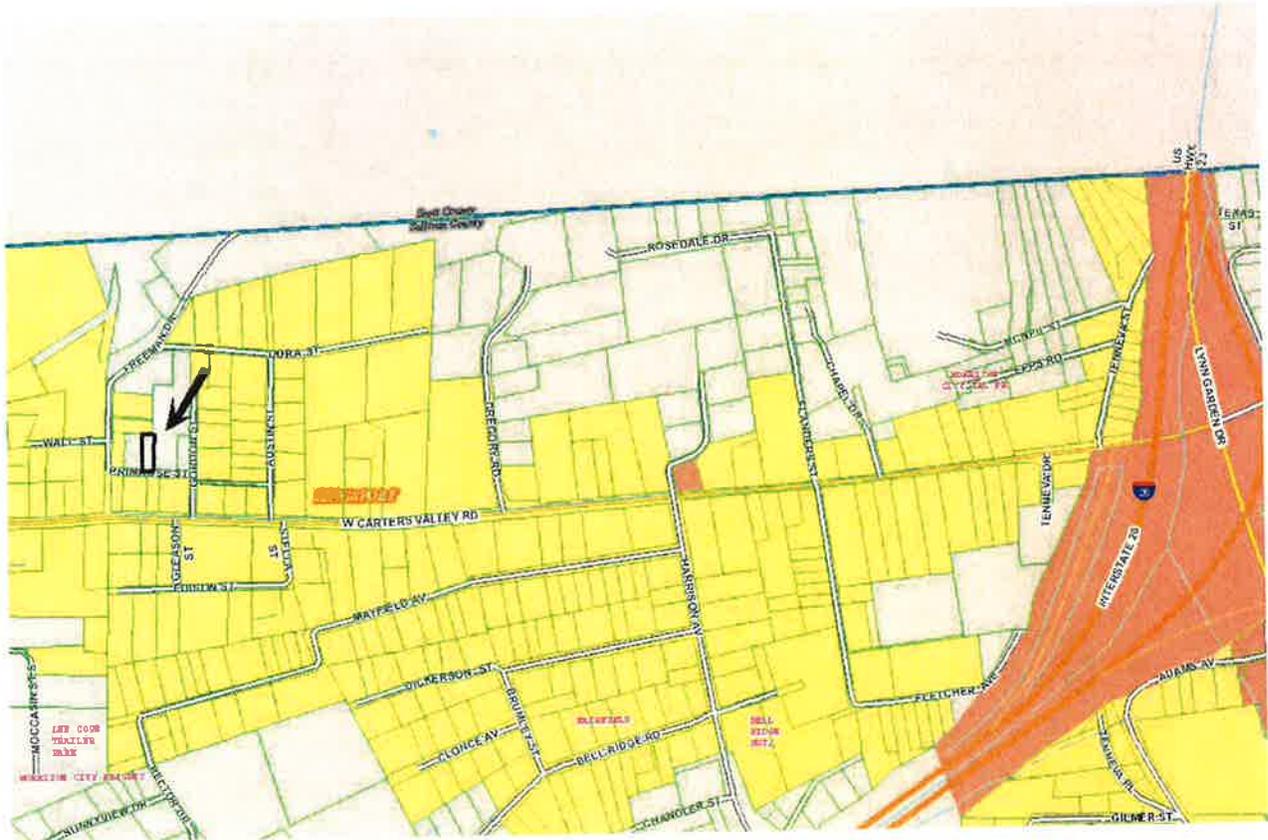
Kingsport Regional Planning Commission

Annexation Report

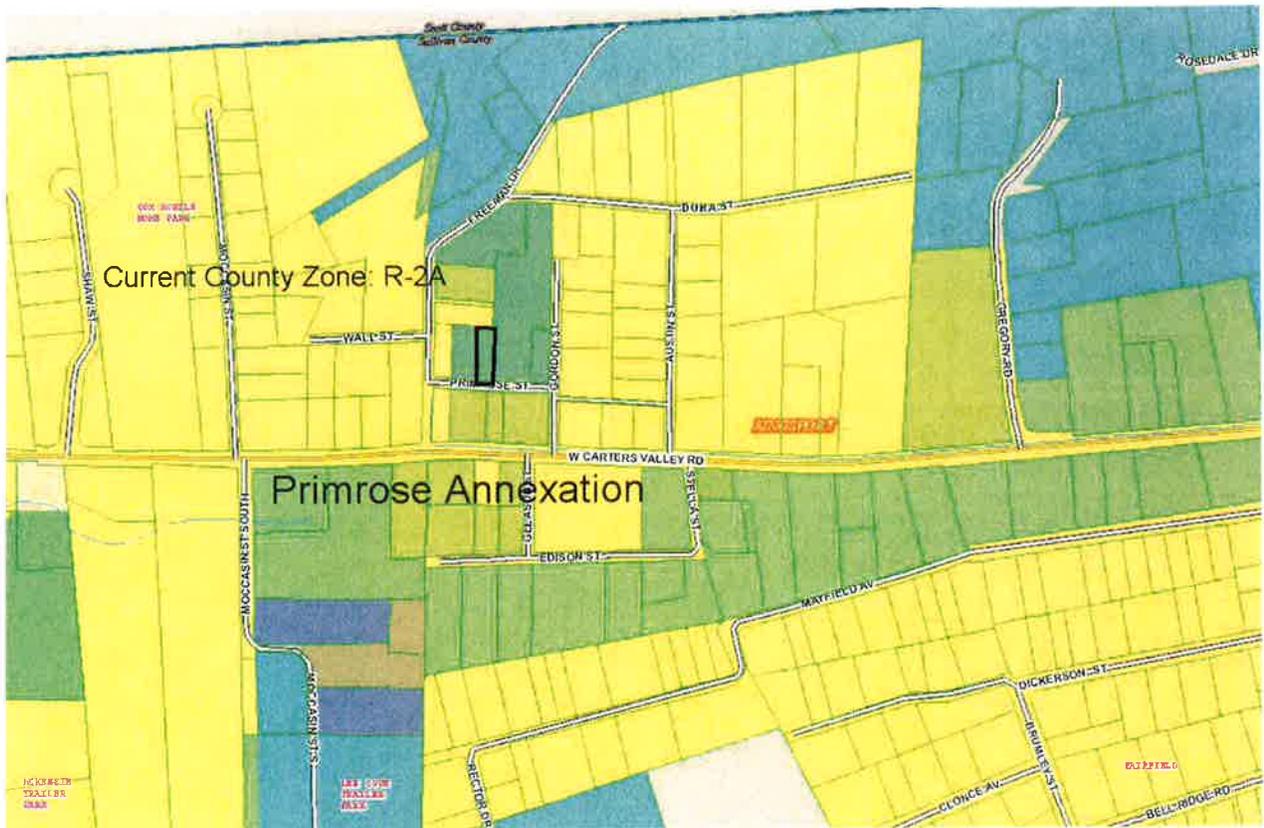
File Number 13-301-00007

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

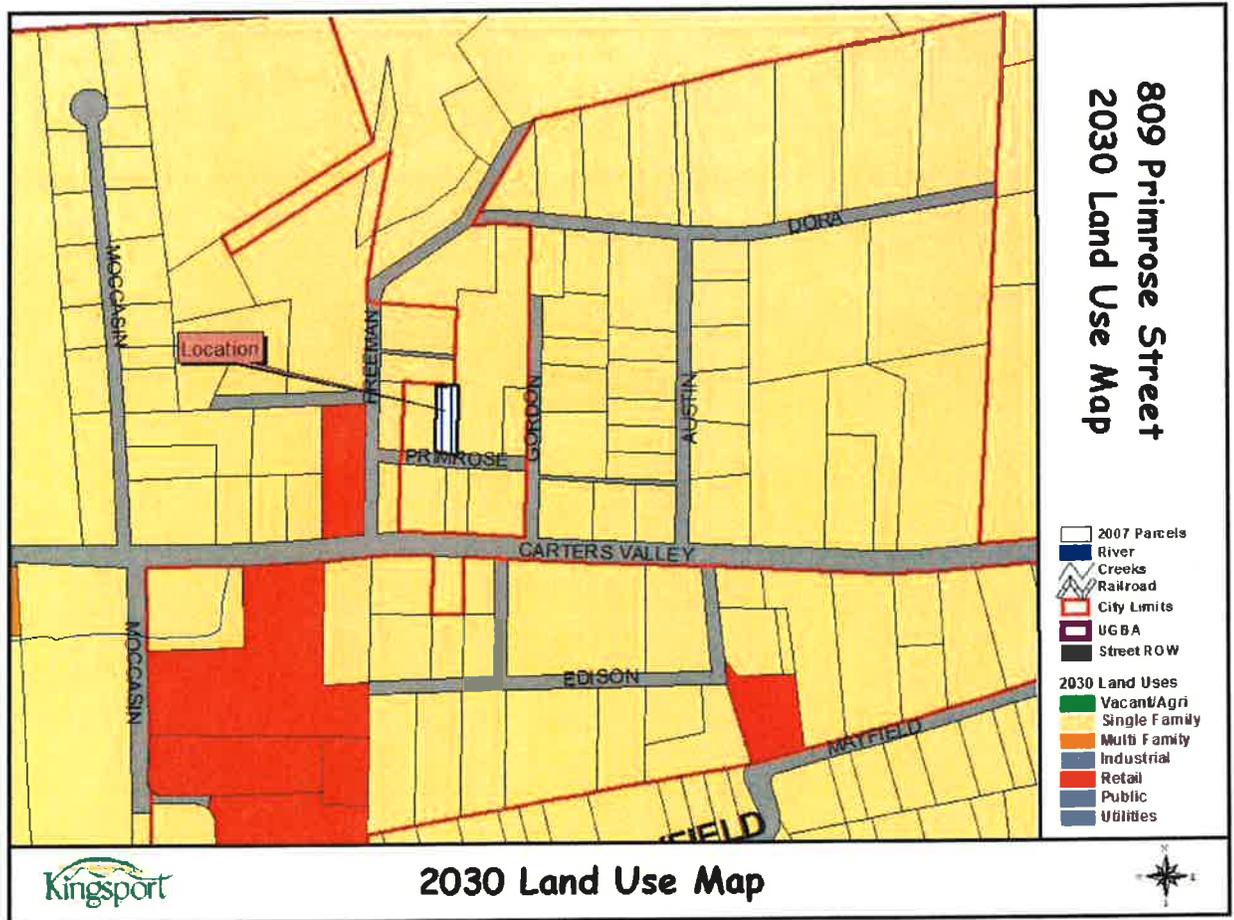
Area Map



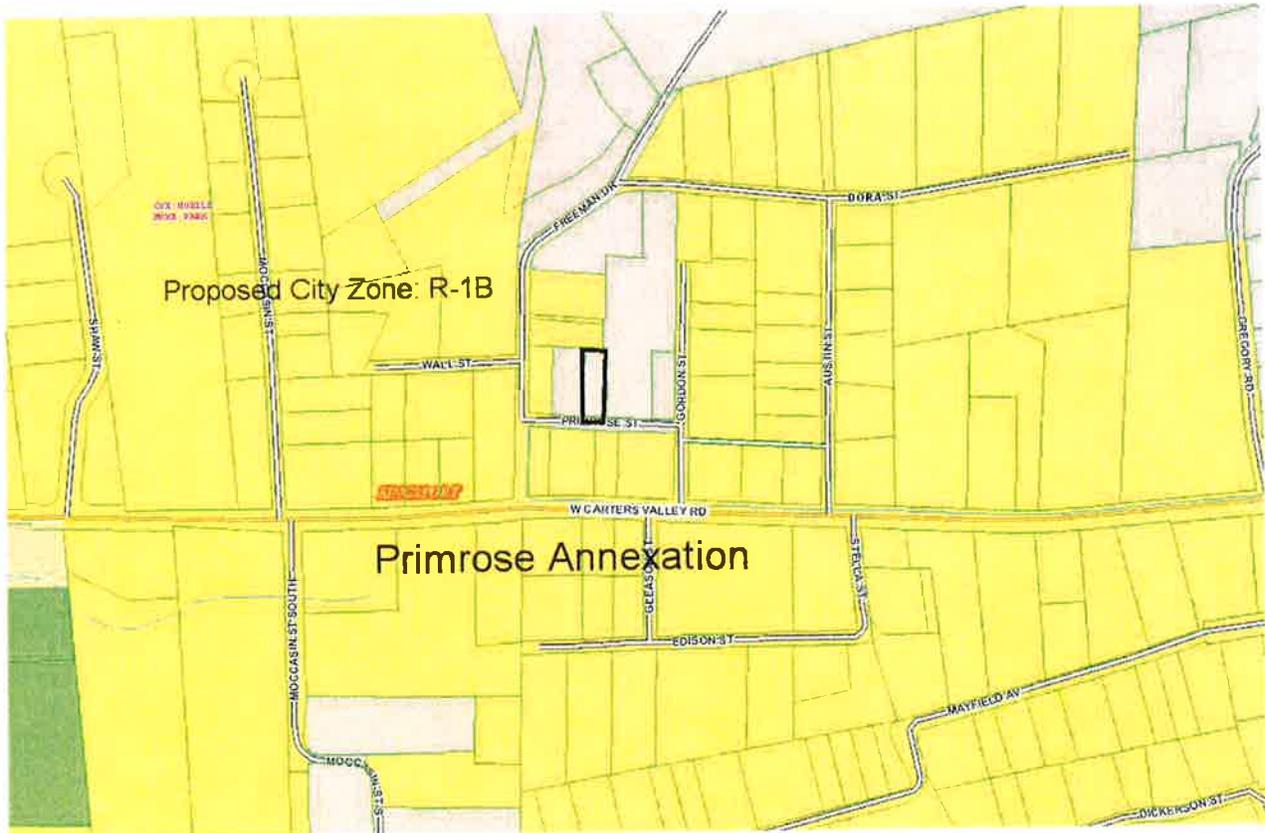
Current Zoning Map



Future Land Use Map



Proposed Zoning Map



Cost

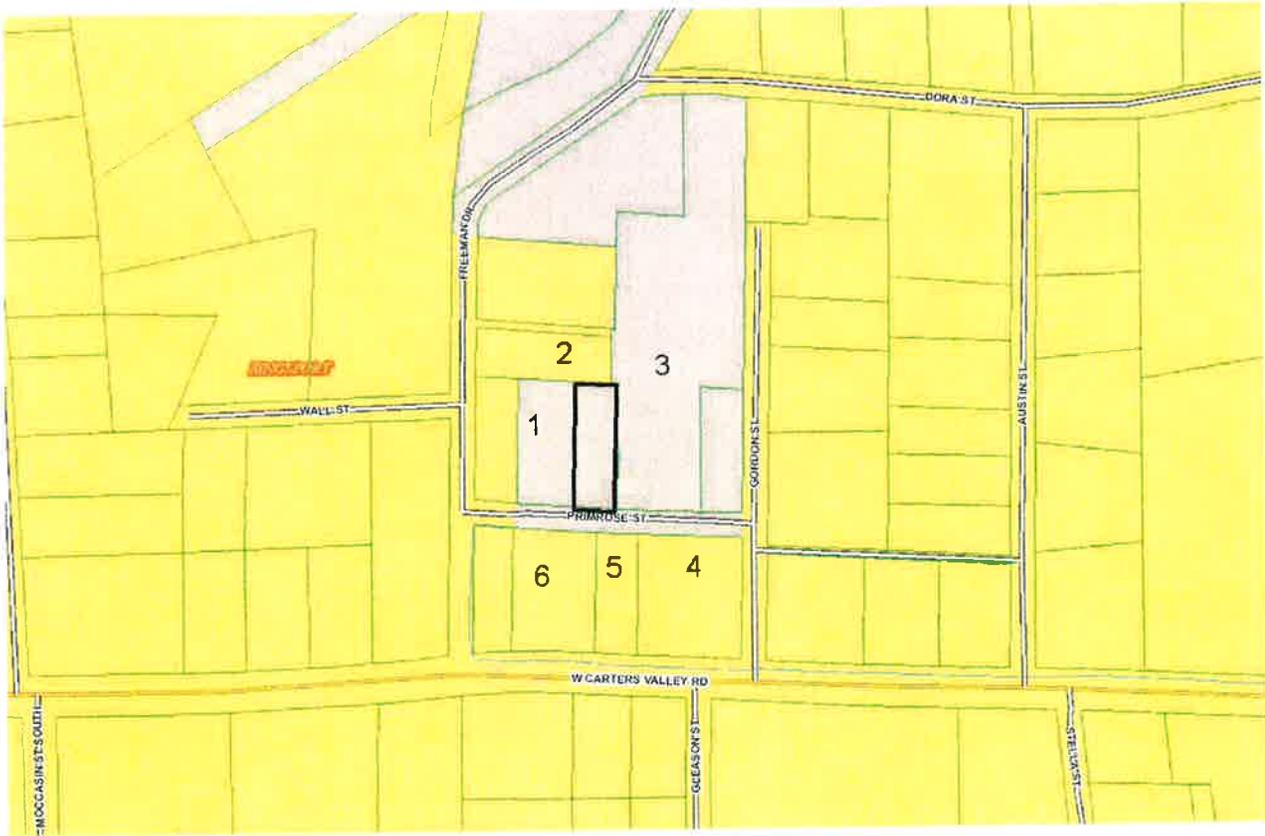
Primrose Annexation

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	
Total	\$0.00	\$225.18	

Expenses	One Time	Reoccurring (annual)	
Operating Budget			
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	
Capital Budget			
Water	0.00	0.00	adequate
Sewer	0.00	0.00	adequate
Streets	0.00	0.00	
Subtotal	0.00	0.00	
Grand Total	\$0.00	\$75.00	

Existing Surrounding Land Uses



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



Kingsport Regional Planning Commission

Annexation Report

File Number 13-301-00007

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: Smithjenn.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 Primrose St Kingsport, TN 37603
	Parcel # (if known):	Phone: 615-331-1114
	Email Address: S.m.rucker@comcast.net	# 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	
Total	\$0.00	\$225.18	

Expenses	One Time	Reoccurring (annual)	
Operating Budget			
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	
Capital Budget			
Water	0.00	0.00	adequate
Sewer	0.00	0.00	adequate
Streets	0.00	0.00	
Subtotal	0.00	0.00	
Grand Total	\$0.00	\$75.00	

PRIMROSE ANNEXATION

WALL ST
Current County Zoning: R-2A

Proposed City Zoning: R-1B

R-1B

R-1B

RINGPORT

W CARTERS VALLEY RD

EDISON ST

FREEMAN DR

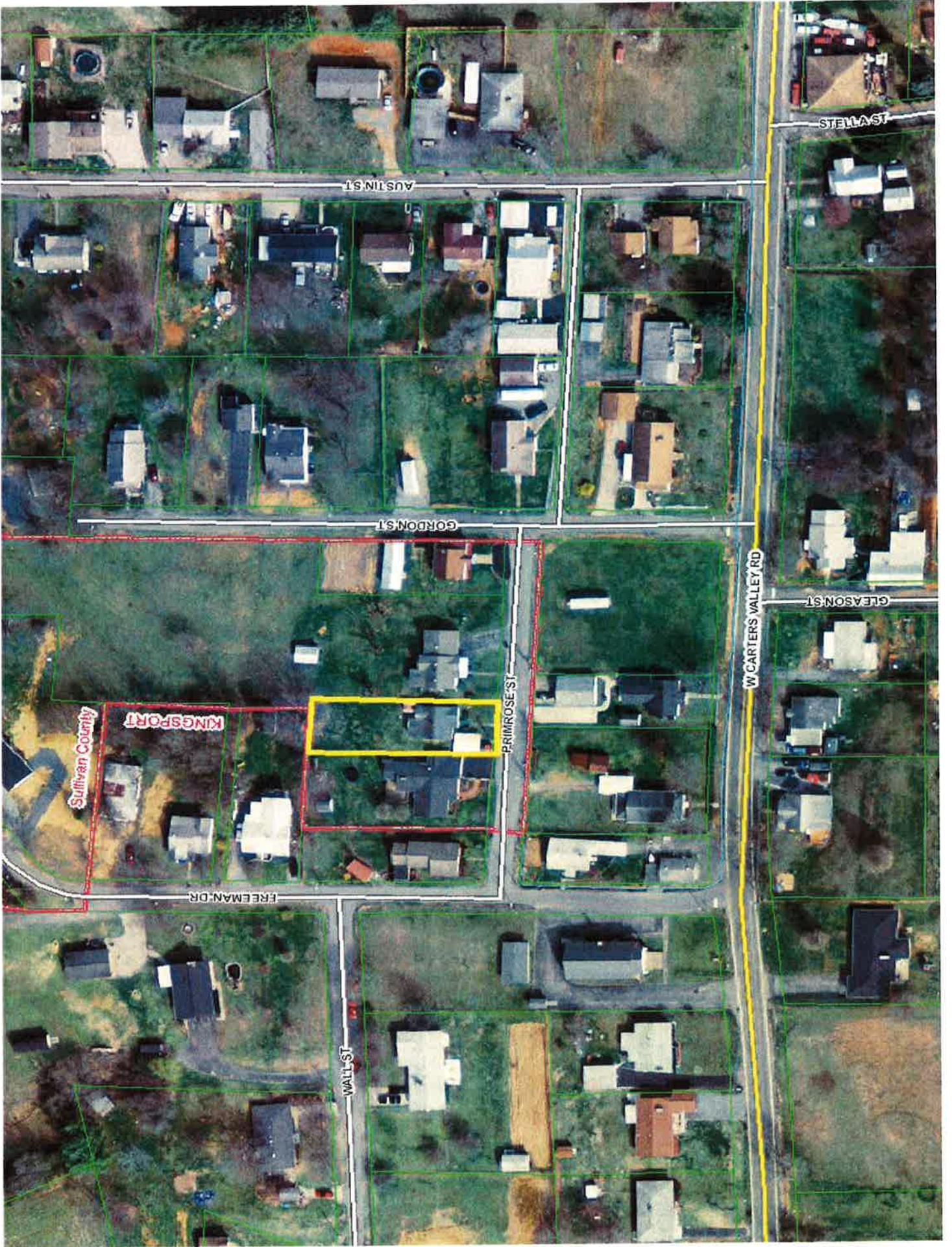
GORDON ST

AUSTIN ST

GLEASON ST

STELLAST

PRIMROSE 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 a Resolution Approving an Equitable Sharing Agreement with the United States Department of Justice allowing the Kingsport Police Department to participate in the Federal Asset Forfeiture Program

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

Action Form No.:	AF- 224-2013	Final Adoption:	August 20, 2013
Work Session:	August 19, 2013	Staff Work By:	D/C Dale Phipps
First Reading:	N/A	Presentation By:	D/C Dale Phipps

Recommendation: Approve the resolution.

Executive Summary:

The Department of Justice (DOJ) Asset Forfeiture Program is a nationwide law enforcement initiative that removes the tools of crime from criminal organizations, deprives wrongdoers of the proceeds of their crimes, recovers property that may be used to compensate victims, and deters crimes. Equitable sharing further enhances the law enforcement objective by fostering cooperation between federal, state and local authorities.

This agreement is an annual renewal and reporting by the Kingsport Police Department to DOJ of assets seized from criminals, which falls within the DOJ Equitable Sharing guidelines. The agreement applies only to the sharing of assets that were seized by DOJ investigative agencies and federal agencies (DEA, FBI, ATF, etc) where Kingsport Police Department assisted or headed up the investigation. If approved, this will continue a long standing crime fighting effort between the Kingsport Police Department and federal agencies.

Attachments:

1. Resolution
2. Equitable Sharing Agreement

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 APPROVING AN EQUITABLE SHARING AND CERTIFICATION AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE ALLOWING THE KINGSPORT POLICE DEPARTMENT TO PARTICIPATE IN THE FEDERAL ASSET FORFEITURE PROGRAM; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the Department of Justice Asset Forfeiture Program is a nationwide law enforcement initiative that removes the tools of crime from criminal organizations and fosters sharing among federal, state and local authorities; and

WHEREAS, the city desires to enter into an annual agreement that applies to the sharing of assets seized by Department of Justice investigative agencies and federal agencies (DEA, FBI, ATF, etc) where Kingsport Police Department assisted or headed up the investigation; and

WHEREAS, the annual renewal of the agreement and reporting to the Department of Justice of assets seized by the Kingsport Police Department from criminals falls within the Equitable Sharing Guidelines.

Now therefore,

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

SECTION I. That an Equitable Sharing and Certification Agreement with the United Stated Department of Justice allowing the Kingsport Police Department to participate in the Federal Assist Forfeiture Program, 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 Article X, Section 10 of the Charter of the City of Kingsport, an Equitable Sharing and Certification Agreement with the United States Department of Justice to participate in the Department of Justice Asset Forfeiture Program and all other documents necessary and proper to effectuate the purpose of the agreement.

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 20th day of August, 2013.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

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

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)		
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	Total	\$0.00	\$0.00
o	Did your agency receive non-cash assets? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, complete Table H.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%;"></td> </tr> </table>										

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds								
Agency Name:										
NCIC/ORI/Tracking Number: <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 12.5%; height: 20px;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td></tr></table>										

Table C: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds								
Agency Name:										
NCIC/ORI/Tracking Number: <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 12.5%; height: 20px;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td></tr></table>										

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds

Table E: Expenditures in Support of Community-Based Programs

Recipient	Justice Funds	

Table F: Windfall Transfers

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice <input type="radio"/>	
Treasury <input type="radio"/>	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
		<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. Transfers. Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? Yes No

If you answered yes to the above question, complete Table I

Agency Head

Signature: _____
 Name: David A. Quillin
 Title: Interim Chief of Police
 Date: _____
 E-mail: davidquillin@kingsporttn.gov

Governing Body Head

Signature: _____
 Name: Dennis Phillips
 Title: Mayor
 Date: _____
 E-mail: dennisphillips@kingsporttn.gov

Subscribe to Equitable Sharing Wire:

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

Final Instructions:

- Step 1: Click to save for your records
- Step 2: Click to save in XML format

- Step 3: E-mail the XML file to aca.submit@usdoj.gov
- Step 4: Fax THIS SIGNED PAGE ONLY to (202) 616-1344

FOR AGENCY USE ONLY Entered by _____ Entered on _____ <input type="radio"/> FY End: 06/30/2013 <input checked="" type="radio"/> NCIC: TN0820200 Agency: Kingsport Police Department <input type="radio"/> State: TN Finance Contact: Dale Phipps		Date Printed: August 13, 2013 10:23 Phone: 423-229-9469 E-mail: dalephipps@kingsporttn.gov
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AGENDA ACTION FORM

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

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

Action Form No.: AF-229-2013
Work Session: August 19, 2013
First Reading: N/A
Final Adoption: August 20, 2013
Staff Work By: R. Trent; D. Frye
Presentation By: D. Frye

Recommendation: Approve the resolution.

Executive Summary:

In order to fulfill the Kingsport Board of Education's long range facilities plans, it has requested that the Superintendent of Schools, Dr. Lyle Ailshie, take the steps necessary to purchase the property located at 1713 Park Street. An appraisal of the acquisition was prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and the property appraised for \$65,000.00. The owners of the property, Robert Light Jr. and wife, Shirley Light, are willing to sell the property to the city for the appraised value of \$65,000.00. A copy of the Purchase Agreement is contained in the attached resolution.

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

Attachments:

- 1. Resolution
2. Map

Funding source appropriate and funds are available: _____

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN OFFER FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 1713 PARK STREET; AUTHORIZING THE MAYOR TO MAKE CERTAIN CHANGES TO THE AGREEMENT, IF NECESSARY; AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, the city has the opportunity to purchase the real property located at 1713 Park Street to fulfill the Kingsport Board of Education's long range facility plans; and

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

Now therefore,

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

SECTION I. That pursuant to the appraisal of property indicating the fair market value, an offer of \$65,000.00 is approved for the purchase of the property located at 1713 Park Street, subject to such conditions as set out in the Purchase Agreement below for use by the city school system.

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, a Purchase Agreement for 1713 Park Street, 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 agreement being as follows:

AGREEMENT

THIS PURCHASE AGREEMENT (herein "Agreement") made and entered into on the date of the notary acknowledgment of the Sellers' signatures between **ROBERT S. LIGHT, JR. and wife, SHIRLEY V. LIGHT**, (hereinafter referred to as the "Sellers"), and **THE CITY OF KINGSFORT, TENNESSEE**, a municipality organized under the laws of the State of Tennessee (hereinafter referred to as the "Buyer").

WITNESSETH:

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

1. SALE. Sellers agree to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and take from Sellers, subject to the terms and conditions of this Agreement all that real property situate, lying and located at 1713 Park Street, Kingsport, Sullivan County, Tennessee, known as Tax Map 061D; Group D; Parcel 010.00, more particularly described on Exhibit A attached hereto and hereby made a part hereof, together with all improvements and fixtures situated thereon, if any, and also together with all hereditaments and appurtenances thereunto belonging or in any way appertaining (the "Real Property").

2. PURCHASE PRICE.

(a) **Amount.** The purchase price to be paid by Buyer to Sellers for the Real Property shall be Sixty-Five Thousand and No/100 Dollars (\$65,000.00) (the "Purchase Price").

(b) **Terms of Payment.** Subject to the adjustment provided for herein the Purchase Price, less the prorated property taxes as of the date of closing, shall be paid by Buyer to Sellers in cash or

certified funds payable to Sellers on the Closing Date.

3. CLOSING. The closing shall occur on or before September 23, 2013, (the "Closing Date"), at a time and location mutually agreed upon by the parties or, upon failure of the parties to agree, at a time and place specified by the Buyer (the "Closing"). Buyer and Sellers agree to deliver and execute such other documents as may be reasonable and necessary in the opinion of counsel for Sellers and Buyer to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions hereof.

4. SURVEY. Immediately upon the execution of this Agreement, Buyer shall, at Buyer's cost, cause a survey and surveyor's certificate, in form sufficient to remove the survey exception from the title insurance binder as more specifically provided in Section 5 hereof, to be prepared on the Real Property by a licensed surveyor acceptable to Buyer. The survey shall be made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title surveys for a Class A survey. Such survey shall show the total area of the Real Property in square feet, easements, if any, location of adjoining streets and rights of way, building setback lines, and such other details as may be required by Buyer. Once prepared, the survey description will replace Exhibit A and will become a part of this Agreement identified as Exhibit A-1, and such survey description shall be insurable (and shall be insured) by the title insurance company. If the survey (i) is for good cause not acceptable to Buyer's title insurance company; or (ii) shows the dimensions of the Real Property to be other than as set forth on Exhibit A; or (iii) shows any materially adverse conditions or matters affecting the Real Property which are not approved by Buyer, then Buyer, within twenty (20) days from receipt of such survey, shall notify Sellers in writing of Buyer's objections to the survey and Sellers shall thereupon have twenty (20) days to remove or cure such objections to the satisfaction of the Buyer and the title company. If Sellers fail 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 Sellers; or (iii) close this purchase and sale without reduction in the Purchase Price.

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

6. DEED AND TITLE.

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

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

7. CONDITION OF PROPERTY. There has been no storage, disposal, treatment or release of hazardous substances during the period of Sellers' ownership, and to the best of Sellers' knowledge, the Real Property has not been used, and is not presently being used, and will not

through the Closing Date, be used for the storage or disposal of hazardous substances. (The term "hazardous substances" shall have the broadest meaning given under applicable state and federal law, including without limitation that given in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. section 9601 et seq.) Sellers are not aware of any facts, conditions or circumstances indicating any form of environmental contamination affecting any properties which are adjacent to the Real Property. There are no encumbrances, liens, or charges of any kind upon the Real Property that will not be satisfied and discharged in full by Sellers and released at or before Closing in a form satisfactory to Buyer. There are no contracts, agreements, or arrangements relating to the use and operation of the Real Property not disclosed herein. Sellers represent that there is no pending or threatened litigation that does or will materially and adversely affect the Real Property or its value.

8. CONDITIONS PRECEDENT.

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

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

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

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

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

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

SELLERS:	Mr. & Mrs. Robert S. Light, Jr. 2136 Southcote Drive Kingsport, Tennessee 37660
BUYER:	City of Kingsport, Tennessee 225 West Center Street Kingsport, Tennessee 37660 Attention: J. Michael Billingsley

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

11. EXPENSES OF SELLERS. In closing this transaction, Sellers shall be charged with the following:

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

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

- (a) The cost of any title search and title insurance policy;
- (b) The cost of recording the deed and any transfer tax associated with such deed;

(c) Any fees charged in connection with any attorney or other advisor engaged by Buyer in connection with this transaction; and

(d) The cost of the survey provided pursuant to Section 4.

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

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

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

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

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

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

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

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

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

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

[Acknowledgements Deleted for Inclusion in this Resolution]

EXHIBIT A

Description of Real Property

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

BEGINNING at the corner for Lots 4 and 5 in the southeasterly side of Park Street, distant 150 feet northeasterly from its intersection with the northeasterly side of Vance Street; thence with such side line of Park Street, N 44-10 E, 50 feet to the corner for Lots 3 and 4; thence with the divisional line between Lots 3 and 4, S 45-50 E, 134.47 feet to the corner for Lots 3 and 4 in the northwesterly line of an alley; thence with such side line of said alley, S 44-21 W, 50 feet to the corner for Lots 4 and 5; thence with the divisional line between Lots 4 and 5, N 45-50 W, 134.18 feet to the point of BEGINNING, and being all of Lot 4, Block 4, Highland Park Addition, as shown by map of said Addition of record in the Register's Office for Sullivan County at Blountville, Tennessee, in Deed Book 113 at page 427.

Being the same property conveyed to CASCEL L. BAKER and wife, CARRIE RUTH BAKER, by deed dated APRIL 17, 1964 and recorded in Deed Book 243A, page 132 in the Register's Office for SULLIVAN County, Tennessee. CASCEL L. BAKER died September 17, 1993, having been predeceased by his wife, CARRIE RUTH BAKER. This conveyance is of the interest devised in

Cascel L. Baker's will as recorded in Will Book 61, page 245, Chancery Court Clerk's Office for
SULLIVAN County, Tennessee.
Tax Map 061D; Group D; Parcel 010.00

SECTION III. That the Mayor is further authorized to make such changes, approved by the mayor and 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 VI. 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 VII. That this resolution shall take effect immediately upon its adoption, the public welfare requiring it.

ADOPTED this the 20th day of August, 2013.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



- Legend**
- 1713 Park St
 - City Owned
 - Parcels
 - Streets



City of Kingsport Tennessee
 All Rights Reserved
 Map Reference#
 17274w09121
 Date: 08-12-2013

1713 Park Street





AGENDA ACTION FORM

Consideration of a Resolution Approving a Right of Entry for Charter Communications and Authorizing the Mayor to Execute the Same

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-230-2013
 Work Session: August 19, 2013
 First Reading: N/A

Final Adoption: August 20, 2013
 Staff Work By: John Campbell
 Presentation By: John Campbell

Recommendation: Approve the resolution.

Executive Summary

As part of the preparation for the opening of the winery next to Meadowview, Charter Communications needs to install some communication lines to provide services to the winery. This requires Charter to obtain a Right of Entry from the city to enter the city's property at Meadowview. This document allows Charter Communications to provide the services needed for the winery. This Right of Entry is a usual step in allowing Charter to provide the requested services. The attached resolution approves the Right of Entry and authorizes the mayor to execute the document.

Attachments:

1. Resolution

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 APPROVING A RIGHT OF ENTRY TO CHARTER COMMUNICATION AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

WHEREAS, as part of the preparation for the opening of the winery next to Meadowview, Charter Communications needs to install some communication lines to provide services to the winery; and

WHEREAS, to install the services needed at the winery, Charter Communication needs a Right of Entry from the city to enter the city's property at Meadowview.

Now therefore,

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

SECTION I. That the Right of Entry allowing Charter Communications to enter the property owned by the city at Meadowview 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, a Right of Entry for Charter Communication 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:

COMMERCIAL ACCOUNT RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement (the "Agreement") is made effective as of _____, 2013 by and between City of Kingsport, TN ("Property Owner") with premises located at 1901 Meadowview Pkwy, Kingsport, TN 37660-7375 ("Premises") and Charter Communications, LLC ("Charter" or "Charter Business") with corporate offices located at 12405 Powerscourt Drive, St. Louis, MO 63131, Attn: CB Corporate Contracts Management (ROE).

THE PARTIES AGREE AS FOLLOWS:

1. CONSTRUCTION AUTHORIZATION. Property Owner hereby authorizes Charter to install, maintain and operate the wiring, cables, conduits, equipment and/or facilities (collectively, "Equipment") on the Premises necessary for Charter to provide its communications services (the "Services"). Property Owner recognizes Charter's right to have exclusive control over any Charter installed Equipment. Property Owner has represented to Charter that Property Owner is the legal owner of the Premises, and that no other person has any rights in the Premises that conflict with Charter's rights under this Agreement. Property Owner will not attach to or use, and will not knowingly allow anyone else to attach to or use, Charter's Equipment for any purpose without Charter's prior written consent, which Charter may withhold in its sole discretion. In the event the Property Owner is not signing this Agreement, then the person signing this Agreement on behalf of Property Owner represents that he/she is Property Owner's authorized agent and has full authority to bind Property Owner to the terms and conditions of this Agreement. If requested by Property Owner, Charter shall provide the proposed route for installation of Equipment.

2. RESPONSIBILITY TO CONTACT PUBLIC UTILITIES. As may be required by law, Charter or its contractors will contact and coordinate with local agencies to physically mark the location

of all public utility lines (including, but not limited to, water, electric, phone and sewer lines) that are located in areas in which Charter intends to install the Equipment. Charter shall be responsible for any damage to public utility lines that are located along the routes or in the location in which Charter installs any Equipment, to the extent such damage arises from Charter's installation activities.

3. RESPONSIBILITY TO MARK PRIVATE UNDERGROUND LINES. If Property Owner has private underground lines at the Premises that could impact Charter's installation of Equipment, including, but not limited to, sprinklers, sprinkler heads, drains, cables, pipes and wires (collectively "Impacted Private Lines") then both parties shall, in advance of any underground construction performed by Charter, work together, to the best of their abilities, to research the existence of all Impacted Private Lines (hereinafter "Joint Effort"). In order to facilitate the Joint Effort, Property Owner provides below its authorized representative (with contact information) regarding these Joint Efforts.

Name: _____ Address: _____
Phone: _____

After the Joint Effort the following shall take place: 1) Charter will make a determination on the need to locate and mark Impacted Private Lines and 2) If deemed by Charter necessary to do so, Property Owner will locate (including verification of) and clearly mark all Impacted Private Lines to the extent required by Charter and those utility locate laws of the State of Tennessee applicable to Property Owner. To the extent permitted by Tennessee law, Property Owner will hold harmless, defend and indemnify Charter from and against any and all losses, damages, claims, demands, liabilities, legal proceedings or similar actions arising from or with respect to unmarked Impacted Private Lines located on the Premises. In the event that Charter damages any clearly marked Impacted Private Lines that are located along the routes or in the location in which Charter installs any Equipment, then Charter shall, within thirty (30) days of written notice from Property Owner describing the scope and extent of such damage(s), commence to repair said damage(s) to Property Owner's reasonable satisfaction, to the extent such damage(s) arise(s) from Charter's installation activities.

[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 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 20th day of August, 2013.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

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201307152805847

COMMERCIAL ACCOUNT RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement (the "Agreement") is made effective as of 7/18/2013, by and between _____ ("Property Owner") with premises located at 1901 Meadowview Pkwy, Kingsport, TN 37660-7375 ("Premises") and Charter Communications, LLC, ("Charter" or "Charter Business") with corporate offices located at 12405 Powerscourt Drive, St. Louis, MO 63131, Attn: CB Corporate Contracts Management (ROE).

THE PARTIES AGREE AS FOLLOWS:

- 1. CONSTRUCTION AUTHORIZATION.** Property Owner hereby authorizes Charter to install, maintain and operate the wiring, cables, conduits, equipment and/or facilities (collectively, "Equipment") on the Premises necessary for Charter to provide its communications services (the "Services"). Property Owner recognizes Charter's right to have exclusive control over any Charter installed Equipment. Property Owner has represented to Charter that Property Owner is the legal owner of the Premises, and that no other person has any rights in the Premises that conflict with Charter's rights under this Agreement. Property Owner will not attach to or use, and will not knowingly allow anyone else to attach to or use Charter's Equipment for any purpose without Charter's prior written consent, which Charter may withhold in its sole discretion. In the event the Property Owner is not signing this Agreement, then the person signing this Agreement on behalf of Property Owner represents that he/she is Property Owner's authorized agent and has full authority to bind Property Owner to the terms and conditions of this Agreement. If requested by Owner, Charter shall provide a proposed route for installation of Equipment.
- 2. RESPONSIBILITY TO CONTACT PUBLIC UTILITIES.** As may be required by law, Charter or its contractors will contact and coordinate with local agencies to physically mark the location of all public utility lines (including, but not limited to, water, electric, phone and sewer lines) that are located in areas in which Charter intends to install the Equipment. Charter shall be responsible for any damage to public utility lines that are located along the routes or in the location in which Charter installs any Equipment, to the extent such damage arises from Charter's installation activities.
- 3. RESPONSIBILITY TO MARK PRIVATE UNDERGROUND LINES.** If Property Owner has private underground lines at the Premises that could impact Charter's installation of Equipment, including, but not limited to, sprinklers, sprinkler heads, drains, cables, pipes and wires (collectively "Impacted Private Lines") then both parties shall, in advance of any underground construction performed by Charter, work together, to the best of their abilities, to research the existence of all Impacted Private Lines (hereinafter "Joint Effort"). In order to facilitate the Joint Effort, Property Owner provides below its authorized representative (with contact information) regarding these Joint Efforts.

Name: _____ Address: _____ Phone _____

After the Joint Effort the following shall take place: 1) Charter will make a determination on the need to locate and mark Impacted Private Lines and 2) If deemed by Charter necessary to do so, Property Owner will locate (including verification of) and clearly mark all Impacted Private Lines to the extent required by Charter and State of Tennessee utility locate laws. To the extent permitted by Tennessee law Property Owner will hold harmless, defend and indemnify Charter from and against any and all losses, damages, claim, demand, liability, legal proceeding or similar action arising from or with respect to unmarked Impacted Private Lines located on the Premises. In the event that Charter damages any clearly marked Impacted Private Lines that are located along the routes or in the location in which Charter installs any Equipment then Charter shall, within thirty (30) days of written notice from Property Owner describing the scope and extent of such damage(s), commence to repair said damage(s) to Property Owner's reasonable satisfaction, to the extent such damages arises from Charter's installation activities.

CHARTER:
Charter Communications, LLC
 By: **Charter Communications, Inc., its Manager**
 By: _____
 (Signature)
 Printed Name: _____
 Title: _____
 Date: _____

PROPERTY OWNER:

 By: _____
 (Signature)
 Printed Name: _____
 Title: _____
 Date: _____



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Sign Amendment Number One (Contract Time Extension) to the Grant Contract from the State of Tennessee, Department of General Services for Department of Transportation for the Provision of the Design and Installation of Waterline to the I-26 Kingsport Welcome Center

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

Action Form No.: AF-228-2013
 Work Session: August 19, 2013
 First Reading: NA

Final Adoption: August 20, 2013
 Staff Work By: Michael Thompson
 Presentation By: Ryan McReynolds

Recommendation: Approve the resolution.

Executive Summary:

On February 5, 2013 a resolution was approved (AF-35-2013) authorizing the Mayor to sign all applicable grant documents from the State of Tennessee for the Department of Transportation relating to the I-26 Kingsport Welcome Center. This is a no match utility grant (SBC No. 241/010-01-2010-01, Fed. # NH-I-26 (39), State #82084-2129-14) in the amount of \$200,000.00 to provide for design and installation of waterline to the facility.

Amendment Number One amends the original Grant Contract by extending the contract period ending date from September 30, 2013 to March 31, 2014.

Attachments:

1. Resolution
2. Amendment Number One (2 pages)

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 APPROVING AMENDMENT NUMBER ONE TO THE AGREEMENT WITH THE STATE OF TENNESSEE DEPARTMENT OF GENERAL SERVICES FOR A DEPARTMENT OF TRANSPORTATION GRANT FOR THE INTERSTATE 26 WELCOME CENTER WATERLINE; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AMENDMENT

WHEREAS, in February 2013, the board approved a resolution authorizing the mayor to execute a utility grant agreement with State of Tennessee, Department of General Services for Department of Transportation for the Interstate 26 Welcome Center waterline; and

WHEREAS, Amendment Number One amends the original grant contract by extending the contract period ending date from September 30, 2013 to March 31, 2014; and

Now therefore,

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

SECTION I. That Amendment Number One to the utility grant agreement with State of Tennessee, Department of General Services for Department of Transportation for the Interstate 26 Welcome Center waterline, 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, Amendment Number One to the utility grant agreement with the State of Tennessee, Department of General Services for Department of Transportation for the Interstate 26 Welcome Center waterline, and all other documents necessary and proper to effectuate the purpose of the agreement or this resolution, said amendment being generally as follows:

**AMENDMENT NUMBER ONE
TO GRANT AGREEMENT**

**BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
For
DEPARTMENT OF TRANSPORTATION
AND
CITY OF KINGSPORT
SBC Project No. 241/010-01-2010-01**

This Amendment Number One to Grant Contract (the "First Amendment") is entered into as of the _____ day of _____, 2013 (the "Effective Date"), by and among CITY OF KINGSPORT ("Grantee") and the STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES for DEPARTMENT OF TRANSPORTATION (collectively the "State").

WITNESSETH:

WHEREAS, the State and Grantee entered into that certain Grant Contract dated February 1, 2013 (the "Grant Contract");

WHEREAS, the parties desire to amend the Grant Contract as set forth below.

NOW THEREFORE, for the mutual promises contained herein and other good and valuable consideration, the parties agree as follows:

CONTRACT PERIOD

The Original Grant Contract is hereby amended by deleting CONTRACT PERIOD in its entirety and inserting the following in its place and stead. "This Grant Contract shall be effective for the period beginning **February 1, 2013** and ending on **March 31, 2014**. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period."

Required Approvals. The State is not bound by this Amendment Number One until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Office of the State Architect, the Commissioner of General Services, the Comptroller of the Treasury, and the Attorney General).

Effective Date. The revisions set forth herein shall be effective as of the date this Amendment Number One is fully executed. All other terms and conditions of the Grant Contract not expressly amended herein shall remain in full force and effect.

This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one (1) counterpart, even though no one (1) counterpart contains the signatures of all parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures.

[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 amendment 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 20th day of August, 2013.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**AMENDMENT NUMBER ONE
TO GRANT AGREEMENT**

**BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
For
DEPARTMENT OF TRANSPORTATION
AND
CITY OF KINGSPORT
SBC Project No. 241/010-01-2010-01**

This Amendment Number One to Grant Contract (the "First Amendment") is entered into as of the _____ day of _____, 2013 (the "Effective Date"), by and among CITY OF KINGSPORT ("Grantee") and the STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES for DEPARTMENT OF TRANSPORTATION (collectively the "State").

WITNESSETH:

WHEREAS, the State and Grantee entered into that certain Grant Contract dated February 1, 2013 (the "Grant Contract");

WHEREAS, the parties desire to amend the Grant Contract as set forth below.

NOW THEREFORE, for the mutual promises contained herein and other good and valuable consideration, the parties agree as follows:

CONTRACT PERIOD:

The Original Grant Contract is hereby amended by deleting CONTRACT PERIOD in its entirety and inserting the following in its place and stead. "This Grant Contract shall be effective for the period beginning **February 1, 2013** and ending on **March 31, 2014**. The Grantee hereby acknowledges and affirms that the State shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period."

Required Approvals. The State is not bound by this Amendment Number One until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Office of the State Architect, the Commissioner of General Services, the Comptroller of the Treasury, and the Attorney General).

Effective Date. The revisions set forth herein shall be effective as of the date this Amendment Number One is fully executed. All other terms and conditions of the Grant Contract not expressly amended herein shall remain in full force and effect.

(Remainder of Page Intentionally Blank)

This instrument may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one (1) counterpart, even though no one (1) counterpart contains the signatures of all parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF:

CITY OF KINGSPORT:

Dennis R. Phillips, Mayor

DATE: _____

STATE OF TENNESSEE,

OFFICE OF THE STATE ARCHITECT:

Robert E. Oglesby, State Architect

DATE: _____

DEPARTMENT OF GENERAL SERVICES:

Steven G. Cates, Commissioner

DATE: _____

APPROVED AS TO COMPLIANCE WITH POLICY AND STATUTE:

Justin P. Wilson, Comptroller of the Treasury

DATE: _____

APPROVED AS TO COMPLIANCE WITH FORM AND LEGALITY:

Robert E. Cooper, Jr., Attorney General and Reporter

DATE: _____



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: _____

Table with 3 columns: Name, Y, N, O. Rows include Clark, George, McIntire, Parham, Segelhorst, Shupe, Phillips.



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 *(Signature)*

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: _____

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES,
CITY OF KINGSPORT, TENNESSEE, DIVISION 2, SECTION 98-
231; 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 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.

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 1ST READING _____
PASSED ON 2ND 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*